



July 9, 2015

Mrs. Luly Massaro
Commission Clerk
RI Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

The Hon. Jorge O. Elorza
Mayor

Ricky Caruolo
General Manager

RE: Bristol County Water Authority- Data Request Set 1

BOARD OF DIRECTORS

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- William E. O'Gara, Esq.
Legal Advisor

Dear Mrs. Massaro:

Enclosed please find an original of Providence Water's responses to the first set of data requests from BCWA. The additional nine copies as required do not include the attachments for BCWA 1-20 and BCWA 1-29 due to the voluminous size of the attachments. However, nine CD-Roms of the attachments have been provided to the Commission.

Providence Water is emailing this first set of data requests to the service list in this docket without the attachments for BCWA 1-20 and BCWA 1-29. Providence Water will mail a copy of the CD to the service list. Otherwise, the service list may visit the PUC website if they wish to download the attachments for BCWA 1-20 and BCWA 1-29.

If there are any questions I can be reached at 521-6300, extension 7217.

Sincerely,

Mary L. Deignan-White
Senior Manager of Regulatory

cc: Dk 4406 Service List
File

MEMBER

- Rhode Island Water Works Assn.
- New England Water Works Assn.
- American Water Works Assn.
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PROVIDENCE WATER SUPPLY BOARD
Docket No.

Data Requests of the
Bristol County Water Authority- Set 1
July 2, 2015

BCWA 1-1: With respect to the borrowing proposed by the Providence Water Supply Board (“Providence Water”):

- a. Please confirm that Providence Water is requesting the full \$2.4 million increase effective September 1, 2015, with new debt service in the year ending September of 2016 of only \$1.842 million and new debt service in the year ending September 2017 of \$2.074 million.
- b. Will an increase of \$1.85 million effective September 1, 2015 and a second step increase of \$250,000 effective September 1, 2016 suffice to cover the new debt?
- c. Was the \$2.4 million in funding sought in Docket 4406 based on an estimated bond issue of \$39 million at an annual interest rate of 4.5% (See KCWA 2-15)?
- d. With reduced costs and lower interest rates, why is the same level of funding needed?

RESPONSE:

- a. Yes, but these are estimates only based on current market rates plus 50bp. We don't know where the market will be at the time of pricing for the bond issue, but should the market be similar to its current rates, these estimates should be adequate.
- b. Possibly, but since we only have estimates of debt service at this point it is difficult to say whether the above described scenario will work. Additionally, since the terms of the borrowing are not yet known we do not know what the debt service coverage requirements of this borrowing will be. Typically, RICWFA loans require that the borrower demonstrate that approved rates are sufficient to generate revenues that will ensure a 1.25 debt service coverage ratio for the current fiscal year and the three following fiscal years.
- c. Yes.
- d. PWSB has additional capital project funding needs such as connecting dead end mains for water quality improvements, implementation of cybersecurity policies, and pump stations to improve distribution system improvements.

PROVIDENCE WATER SUPPLY BOARD
Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-2: Regarding Mr. Giasson's testimony at page 3 lines 14-15 and Exhibit GG-2, why does "closest to the center of our distribution system" matter?

Response: Providence Water feels that having our central operations facility (COF) located as close to the center of our distribution system as practicable will reduce and limit our response times and improve our overall efficiency. Travel time and costs will be reduced by traveling less distance with better highway access on a daily basis. Travel times to critical infrastructure like our pump stations, purification plant and reservoirs will be reduced as well.

A centrally located facility would also benefit rate payers because it would potentially reduce their travel time. Many rate payers visit our facilities on a daily basis for a variety of services like the following: paying bills, financial agreements, new service applications, backflow applications, water testing, conservation kits, billing questions, etc. In addition our facilities are often visited by contractors doing work for rate payers and Providence Water.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-3: Regarding Mr. Caruolo's testimony at page 2 lines 19-21, please provide examples and quantify the time lost.

Response: One example is when fire hydrants are delivered to Academy Avenue. This becomes a major safety concern for our employees as well as the public. The delivery truck is unable to maneuver on our property because the parking lot is too small and congested. Therefore the truck needs to be unloaded directly on Academy Avenue. PW is required to have two employees direct traffic while the truck is being unloaded. Another employee must operate a fork lift and transport the fire hydrants from the front of the building to the garage which is located in the rear of the building. A fourth employee is required to assist the fork lift driver to ensure clear passage from Academy Avenue through the customer service parking lot, the employee parking lot and eventually into the garage. Unloading one pallet of 9 fire hydrants takes 4 employees approximately 30-60 minutes depending on the time of the day. If the fire hydrants could be delivered directly to the garage it would take 2 employees approximately ten minutes and safety would not be such a concern.

In my testimony page 2 lines 15-16, I refer to our Academy Avenue building being surrounded by 5 elementary schools, 2 high schools and 2 colleges within a one mile radius. A calculation indicates that approximately 17,290 students converge on this area from September to June. When you factor in pedestrian traffic along with bus and parent pick up the area is severely congested which contributes to delayed response times by our field crews. It also presents obvious safety concerns. We are especially delayed during the start of the business day trying to exit our property en route to job sites because of the congestion caused by the schools. Below is the estimated student enrollment of the surrounding schools near our Academy Avenue facility.

RI College	7,500
Providence College	5,025
LaSalle Academy	1,500
Mt. Pleasant HS	980
Nathaniel Green	940
Robert Kennedy	530
St. Augustines	290
Blessed Sacrament	285
St. Pius	240

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-4: Regarding Mr. Caruolo's testimony at pages 5-6 and 15-16, why is "in the heart of the distribution system" important?

Response: Please see my response 1-2.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set 1
July 2, 2015

BCWA 1-5: Regarding Mr. Massaro's testimony on page 2, line 10, that Providence Water is required to receive approval from all applicable state and local regulatory and financial authorities to acquire the property.

- a. Has Providence Water requested approval from the Division for the proposed debt necessary to finance the COF?
- b. If not, when does Providence Water propose to obtain this approval?

RESPONSE:

- a. Not at this time.
- b. PWSB is working to achieve this soon.

PROVIDENCE WATER SUPPLY BOARD
Docket No.

Data Requests of the
Bristol County Water Authority- Set 1
July 2, 2015

BCWA 1-6: Regarding Mr. Massaro's testimony on page 3, line 19: Regarding the use of the line of credit and all capital funds, wasn't this provided through funding from all ratepayers, including wholesale customers?

RESPONSE:

The approximately \$7.5 million in capital funds was funded by all the ratepayers through rates approved in prior Reports and Orders. The line of credit mentioned in Mr. Massaro's testimony is not an expense and is therefore not funded by anyone. In Docket 4406, the parties committed to limiting the rate increase to wholesalers to 2%. Moreover, PWSB intends to reimburse the Capital Improvement Fund and repay the Line of Credit out of the bond proceeds.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-7: In Providence Water's response to BCWA 5-5, Providence Water stated that it received a variance from the City of Cranston whereby Providence Water agreed that its Cranston facility would only be used for office use. Please provide a copy of this variance, which includes Providence Water's agreement.

Response: For the current Cranston facility, Providence Water applied for and was issued a building permit from the City of Cranston for a 12,600 sf office building that was considered an ancillary use of the property under the zoning classification "S1 - Open Space".

During the construction of the office building, an abutter to the property, Times Square Condominiums Association and F. Paolino Homes, Inc., filed a civil action with the Providence Superior Court related to the construction of an office building on a lot that is zoned "Open Space". Ultimately, the civil action was settled and the facility at 430 Scituate Avenue was constructed.

Providence Water was incorrect in the response to BCWA 5-5. No variance was issued. It is Providence Water's understanding that a variance may be required if T&D and heavy operations were to be located at the Cranston facility. To date, the ability to obtain a variance has not been explored.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

- BCWA 1-8:** In Providence Water's response to BCWA 5-5, it stated that the Cranston site is not the proper location for the T&D Facility because of the Facility's "location relative to the heart of the Providence Water Distribution System."
- a. Please explain the basis for this statement.
 - b. How far is the proposed Dupont Drive site from the Cranston site?

Response: For part (a) please see my response to 1-2 and 1-3.

The Dupont Drive site is approximately 4 miles from our Cranston facility. Information was obtained by Google Maps.

PROVIDENCE WATER SUPPLY BOARD
Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-9: What does Providence Water plan to do with the Cranston site if it consolidates its operations at the Dupont Drive site? Does Providence plan to sell any portion of the land at this site?

Response: Providence Water plans to remove the existing trailers that are located on the Cranston site. We have had preliminary discussions with regards to placing solar panels on the Cranston site in order to reduce our long term operating expenses.

Providence Water does not plan to sell any of our land in Cranston because we have existing infrastructure on the site. Our Aqueduct storage tank and one pumping station will remain on site.

PROVIDENCE WATER SUPPLY BOARD
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Bristol County Water Authority- Set I
July 2, 2015

- BCWA 1-10:** In Providence Water's response to BCWA 5-6, it indicated that the decision to lease or purchase property for a COF was site and seller specific.
- a. Did Providence Water explore leasing the Dupont Drive site?
 - b. If so, please explain why Providence Water decided not to lease the property.
 - c. If Providence Water did not explore a lease, please explain why it did not.
 - d. Provide all documents, including Board meeting minutes, related to the decision to buy rather than lease the Dupont Drive site.

Response: a – c. Providence Water did not explore leasing the Dupont Drive site. We did not explore leasing the site because the owners already had a tenant with a long term lease. It was my understanding that the owners wanted to bring the property to market for sale not lease.

In addition, the building at 125 Dupont Drive is currently designed primarily for office space use. Providence Water would be incurring a considerable amount of expenses to modify the building in order to meet our mixed use needs of office/construction space. Therefore, we did not consider a lease at this location.

d. Providence Water does not have any documents or Board meeting minutes related to the decision to buy rather than lease 125 Dupont Drive.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

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Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-11: The CDM August 2009 Phase II Report indicated that Providence Water could separate its administrative and other office functions from its heavy operations (i.e. field operations, T&D, vehicle maintenance, meter service and storage), and that the Cranston site could be expanded:

- a. Please describe whether Providence Water explored locating all employees and departments, except for T&D and heavy operations, at the Cranston site and locating T&D at a smaller facility.
- b. Please provide a detailed description of Providence Water's efforts in exploring this issue.
- c. Provide all documents, including Board meeting minutes, related to Providence Water's efforts and actions in exploring this issue.
- d. Please state why all non-T&D employees and heavy operations cannot be located at an expanded facility at the Cranston site.
- e. Please provide any and all cost estimates related to the expansion of the Cranston site to accommodate Providence Water's employees and operations with the exception of T&D employees and heavy operations.
- f. Please provide any and all cost estimates related to the expansion of the Cranston site to accommodate all of Providence Water's operations and employees including T&D employees and heavy operations.

- Response:**
- a. As part of the response to BCWA 4-4, Providence Water provided detailed cost estimates for the construction of a combined facility and separate facilities.
 - b. See response to (a).
 - c. Discussion of exploring this issue took place in Executive Session on August 16, 2006. In addition, meeting minutes from the November 17, 2010 are attached.
 - d. All "non-T&D employees and heavy operations" can be located at an expanded facility at the Cranston site, however, as stated in Exhibit GG-2, it has always been Providence Water's preference to have the all functions (exclusive of the treatment plant staff) in one facility.
 - e. See response to (a).
 - f. See response to (a).



552 Academy Avenue
Providence, RI 02908

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THE CITY OF PROVIDENCE
WATER SUPPLY BOARD
NOVEMBER 17, 2010 MINUTES

BOARD MEMBERS PRESENT:

Mr. Andrew K. Moffit, Chairman
Mr. Joseph D. Cataldi, Vice Chairman
Councilman Joseph DeLuca, Board Member
Mr. John A. Fagnoli, Board Member
Ms. Joan Badway, Board Member
Mr. Larry Mancini, Deputy Ex-Officio

David N. Cicilline
Mayor

Pamela Marchand, P.E.
Chief Engineer &
General Manager

Mr. Fernando S. Cunha, Esq., Legal Advisor
Ms. Pamela Marchand, Chief Engineer and General Manager
Ms. Carissa Richard, Board Secretary

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Joseph D. Cataldi
Vice Chairman

Bruce T. Miller
Ex-Officio

Joseph DeLuca
City Councilman

Michael A. Solomon
City Councilman

John A. Fagnoli
Member

Joan Badway
Member

Carissa R. Richard
Secretary

Fernando S. Cunha, Esq.
Legal Advisor

BOARD MEMBERS ABSENT:

Councilman Michael A. Solomon, Board Member

PROVIDENCE WATER SUPPLY BOARD STAFF ATTENDING:

Mr. Boyce Spinelli, Deputy General Manager of Administration
Mr. Paul Gadoury, Director of Engineering
Ms. Jeanne Bondarevskis, Director of Finance
Mr. Ricky Caruolo, Director of Commercial Services
Mr. Kenneth Booth, Director of Transmission and Distribution
Mr. Paul Titzmann, Director of Special Projects
Mr. David DeSesto, Director of Information Systems
Ms. Lynn Roberts, Senior Manager of Personnel
Mr. Antonio Araujo, Manager of Facilities and Equipment
Mr. Fred Crosby, Manager of Plant Operations
Ms. Nancy Sohigian, Manager of Commercial Services
Mr. Gary Marino, Engineer
Mr. Norman Ripstein, Engineer
Mr. Dennis Salema, Senior Administrative Assistant
Ms. Linda Durand, Administrative Assistant
Mr. Mark Ceseretti, Senior Supervisor of Commercial Services
Ms. Gina D'Iorio, Senior Supervisor of Commercial Services

OTHERS ATTENDING:

Mr. David Whitman, Esq., Hansen Curran

Member
Rhode Island Water Works Assn.
New England Water Works Assn.
American Water Works Assn.

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The Providence Water Supply Board met in the David F. Walsh Memorial Board Room of the Providence Water Supply Board building located at 552 Academy Avenue, Providence, Rhode Island.

1. CALL TO ORDER:

Chairman Moffit called the meeting to order at 5:05 p.m. Chairman Moffit led the assemblage in the Pledge of Allegiance to the Flag of the United States of America.

2. ROLL CALL:

A quorum was established by calling attendance of all Board members. Ms. Richard noted that Councilman Solomon was attending a City Council Finance Committee meeting.

A motion was made by Councilman DeLuca, and seconded by Mr. Fagnoli, to take Item 6.2 out of order. All members present were in favor of the motion. The motion passed 6 to 0.

6.2 Presentation of Citations

Chairman Moffit presented citations to Nancy Sohigian, Dennis Salema, Mark Ceseretti, Linda Durand and Gina D'lorio, members of the management team from the Commercial Services Department, for their hard work and dedication during the weeks following the crash and data loss of our billing and work order system.

3. APPROVAL OF MINUTES OF PREVIOUS MEETING:

3.1 October 20, 2010 Meeting

A motion by Mr. Fagnoli, seconded by Vice Chairman Cataldi, to approve Agenda Item 3.1, was made. All members present were in favor of the motion. The motion passed 6 to 0.

4. REPORTS:

- 4.1 Chief Engineer's Report
- 4.2 Financial and Operating Report
- 4.3 Personnel Report
- 4.4 Overtime Report
- 4.5 Payroll and Receiving Report
- 4.6 Procurement and Project Status Report

Chief Marchand provided the Board with a summary of the information contained in Item 4.1.

Chief Marchand stated that the incoming administration was in the process of setting up meetings with City Department Directors. Chairman Moffit suggested that Board members provide input (to Chief Marchand) to be discussed with the incoming administration.

Mr. Mancini stated that he had a discussion with Chief Marchand about the issue of approval for a new facility. The City Finance Department had raised the issue of the incoming administration having the opportunity to weigh in on the issue, and Chief Marchand had indicated that the matter would be discussed with the incoming administration.

A motion by Vice Chairman Cataldi, seconded by Mr. Fagnoli, to approve Agenda Items 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 concurrently, was made. All members present were in favor of the motion. The motion passed 6 to 0.

5. OLD BUSINESS:

None

6. NEW BUSINESS:

6.1 Update - Lead Service Replacement Program

Mr. Gadoury and Mr. Ripstein provided the Board with a presentation of the status of the Lead Service Replacement Program. In September 2006, Providence Water exceeded the EPA mandated maximum allowable lead level of 15 ppb in not more than 10 percent of test samples of the drinking water. As a result, Providence Water was required to begin a program replacing a minimum of 7 percent of the 25,600 lead services (1,792 services) in our system annually. The program has been well managed, winning several industry project awards, and lead service replacement rates have been high. As a result, Providence Water has surpassed our minimum lead service replacement quota requirement by a significant margin and has been informed by the RI Department of Health that the mandated replacement of lead services may now be suspended until October 2011. Lead service replacement work will still need to be completed in conjunction with our continuing water main replacement project work. Suspension of the program should result in a reduction of approximately \$6 million of IFR expenditures during the period from October 2010 through September 2011.

Item 6.2 was addressed earlier in the meeting.

6.3 Approval for New Facility

Chief Marchand provided the Board with information about current facility issues and the financial process to acquire a central administration building - see attachment.

A motion was made by Mr. Fagnoli, and seconded by Ms. Badway, to authorize the Chief Engineer and General Manager to petition the RI Clean Water Finance Agency to issue a pre-approval for long term borrowing to acquire a central administration building, and to authorize the Chief Engineer and General Manager to petition the Division of Public Utilities for approval to enter into the long term debt needed to acquire a central administration building. Chairman Moffit, Councilman DeLuca, Mr. Fagnoli, Ms. Badway and Mr. Mancini were in favor of the motion. Vice Chairman Cataldi was opposed to the motion. The motion passed 5 to 1.

7. OTHER BUSINESS:

None

8. OPEN CALL FOR EXECUTIVE SESSION IN ACCORDANCE WITH R.I.G.L. 42-46-5
(a)(2) - Litigation Matters:

Councilman DeLuca made a motion to enter into Executive Session under R.I.G.L. 42-46-5(a)(2) to discuss litigation matters. This motion was seconded by Mr. Fagnoli. All members present were in favor of the motion. The motion passed 6 to 0.

Roll Call

Chairman Moffit	yes
Vice Chairman Cataldi	yes
Councilman DeLuca	yes
Councilman Solomon	absent
Mr. Fagnoli	yes
Ms. Badway	yes
Mr. Mancini	yes

9. RETURN FROM EXECUTIVE SESSION:

A motion was made by Chairman Moffit, and seconded by Mr. Fagnoli, to exit from Executive Session. All members present were in favor of the motion. The motion passed 6 to 0.

Roll Call

Chairman Moffit	yes
Vice Chairman Cataldi	yes
Councilman DeLuca	yes
Councilman Solomon	absent
Mr. Fagnoli	yes
Ms. Badway	yes
Mr. Mancini	yes

A motion was made by Vice Chairman Cataldi, and seconded by Mr. Fagnoli, to seal the records of Executive Session. All members present were in favor of the motion. The motion passed 6 to 0.

10. ADJOURNMENT:

A motion by Mr. Fagnoli, seconded by Councilman DeLuca, to adjourn the meeting, was made. All members present were in favor of the motion. The motion passed 6 to 0. The meeting was adjourned at 6:30 p.m.

ATTEST: A true attest.



Carissa R. Richard, Board Secretary



6.3

552 Academy Avenue
Providence, RI 02908

401-521-6300

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TO: PROVIDENCE WATER SUPPLY BOARD
CONCUR: BOYCE SPINELLI, DEPUTY GENERAL MANAGER
FROM: JEANNE BONDAREVSKIS, DIRECTOR OF FINANCE
DATE: NOVEMBER 15, 2010
RE: APPROVAL FOR NEW FACILITY

PURPOSE: To obtain approval from the Board for a Resolution authorizing the Chief Engineer to seek Division approval for long term debt to be used to acquire a central administration building.

ANALYSIS: Providence Water has occupied the Academy Avenue facility since 1950, or 60 years. In 1996, a committee was formed to evaluate various alternative office space. At that time, it was determined that a modular building located at our Scituate Avenue site would be the best way to proceed. In November 1997, the Engineering department and parts of the Finance and Support Services departments moved into the Scituate Avenue facility. Over the years, we have had to make many improvements to the Academy Avenue facility and most recently to the Scituate Avenue facility, but there are many more needed. Please see the attached memo from our Support Services department.

The Scituate Avenue location, while cost effective at the time, was not very efficient or productive for the administration of the Water Supply Board. One central location, other than the Treatment Plant, would provide a much enhanced work environment. Over several years, several studies have been completed for the Engineering department. The most recent comprehensive study was completed by Camp Dresser and McKee (CDM) which completed a full facility assessment. This provided some various alternatives and estimated cost ranges. Please see a copy of their final report on the second phase of the Facility Assessment.

Staff has now determined that the best way to proceed is to move forward with the acquisition of land and construction of a new building, or the purchase or long term lease of an existing building. The high estimated cost could be \$39 million dollars. This would have to be paid for over a thirty year period. At a 4.5% interest rate, the annual debt service would be approximately \$2.4 million dollars per year.

FISCAL IMPACT: Providence Water would propose to use the Capital Improvement (CIP) Fund to pay for the annual cost of obtaining a facility. The Fruit Hill Avenue bond with debt service of approximately \$1 million dollars per year was paid off in FY 2010. The current funding for CIP is \$2,450,000 per year. We have projected the sources and uses of funds for CIP for FY 2011 through FY 2018 and have attached that as well. This demonstrates that the CIP fund has sufficient

David N. Cidline
Mayor

Pamela Merchand, P.E.
*Chief Engineer &
General Manager*

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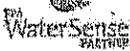
Michael A. Solomon
City Councillman

John A. Fargnoli
Member

Joan Badway
Member

Carissa R. Richard
Secretary

Fernando C. [unclear] Esq.
[unclear]



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funding for the debt for a new building, without having to raise rates.

RECOMMENDATION: That the Board approve the attached Resolution authorizing the Chief Engineer to petition the Division of Public Utilities for approval to enter into the long term debt needed to pay for a central administration facility.

Approved for Submittal

Boyce Spence
for

Pamela M. Maychand
Chief Engineer & General Manager

N:\HOME\BANNB\BACKUP\BANNB\wpdocs\msm\BRD approval for New Building Nov 2010.odt



552 Academy Avenue
Providence, RI 02908

401-521-6300

www.provwater.com

To: Jos Spremulli, Director of Support Services
From: Antonio Araujo, Fleet & Facilities Manager
Date: November 15, 2010
RE: Facilities Assessment

The following is an overview of the Academy Avenue (Providence) and the Scituate Avenue (Cranston) facilities needs. This report will show some of the major areas of concern regarding safety/cost/design/energy efficiency and other facility related deficiencies.

David N. Ciollino
Mayor

Pamela Marchand, P.E.
Chief Engineer &
General Manager

552 Academy Ave
Site-2 Acres
Building-43,510 sq feet
Approx-Office Space- 15,560 sq feet

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- 95% of all the windows at this facility are in need of replacement. Most of the windows are inoperable and they are not energy efficient.
- All of the wood columns in the garage need to be replaced.
- The roof deck in the garage is in poor condition. The paint is peeling and there is water damage due to prior water leaks.
- The entire parking lot needs to be re-graded and re-paved. All of the drainage basins need to be replaced/repared.
- Parking for employees and PWSB vehicles is inadequate. Restricted aisle space has caused accidents and damage to vehicles.
- The customer service parking area does not have enough dedicated spaces to accommodate our customers.
- Storage and materials handling space is limited. Maneuvering space for delivery trucks and loaders is severely restricted.
- Inadequate yard storage for sand/gravel/containers/ and yard waste.
- Single entrance and access to the road is a safety hazard. At times, traffic delays can extend out onto Academy Ave.
- Most of the steam piping for the heating system is in need of replacement. Heating pipes are buried within concrete walls and subject to internal and external corrosion.
- Thermostatically operated heating zone valves continue to fail. Valves and piping are beyond their expected service life.
- All facility components are approaching or are beyond their use full service life; including the electrical & plumbing supplies.
- All six of the bathrooms need to be completely remodeled.
- Telecommunication center is outdated and is currently located on a mezzanine above the garage. Exposed wires run through the garage area.

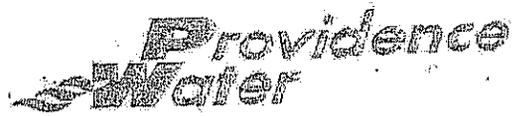
430 Scituate Ave
Site - 3 Acres
Building- 12,624 sq feet (Modular Building)
Built- 1997

- Carpets need to be replaced.
- Four(4) out of the ten (10) HVAC units have been replaced. The other five (5) will need to be replaced within the next few years.
- All toilet partitions need to be replaced. The bathrooms are undersized for the amount of employees that work in the facility.
- Roof covering is over twelve years old and will need to be replaced within the next few years.

Both of the facilities have many deficiencies. We spend a good portion of our operational budget repairing them. We are currently using Capital Improvement funds to replace some of the major components.

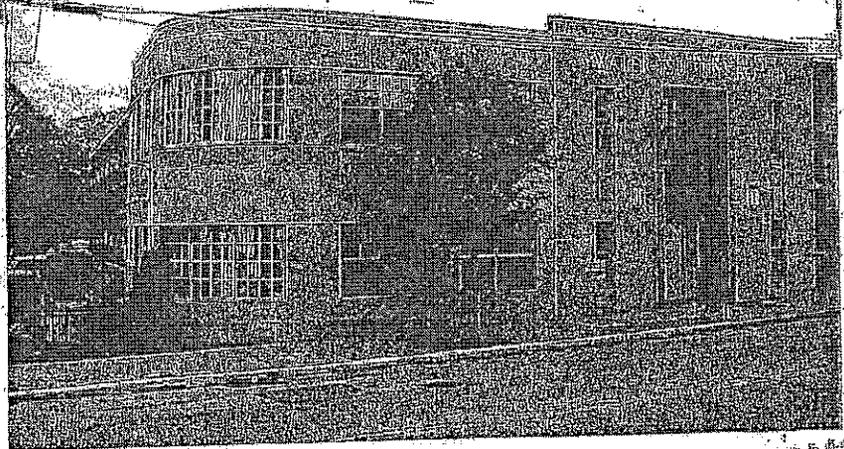
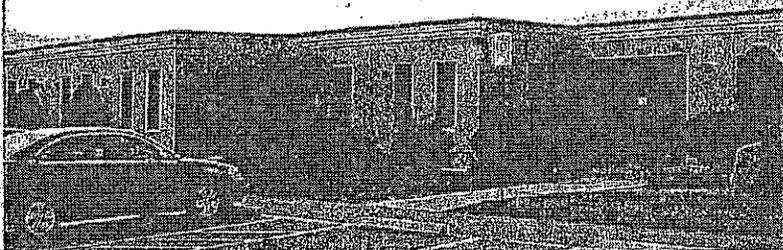
Prepared by:

Antonio Araujo, Fleet & Facilities Manager



Providence Water Supply Board
Facility Assessment - Phase II

August 2009



Final Report



Executive Summary

The Providence Water Supply Board (PWSB) retained CDM to complete an assessment of the Scituate Avenue (Cranston) and Academy Avenue (Providence) facilities and operations. The purpose of this Phase II report is to provide the PWSB with updated space recommendations, possible configurations for new space, a listing of possible properties that meet the requirements, costs associated with obtaining properties and constructing facilities, and a summary for consideration in advance of implementation.

Under Phase I of the project, CDM's team of architects and engineers reviewed available on-site documentation and conducted a visual assessment of both facilities. Our findings and recommendations for this work are discussed further in the Phase I Final Report. However, in completing the Phase II tasks, the following concerns have been considered:

- Additional space is needed for both existing operations and future growth.
- The Academy Avenue site is functionally obsolete, and presents numerous site safety and access challenges.
- Current parking space is inadequate at the Academy Avenue site.
- There is inadequate space for heavier operations such as materials storage, truck and heavy equipment parking, tools, vehicle maintenance, and water meter service.
- Customer service facilities are limited.
- Safety and security of PWSB staff and the general public is a concern.

As a result of the market research, site visits, and work performed under Phase II of the project, updated size recommendations were compiled, various site configurations and department combinations were considered, and planning level costs have been compiled. A summary of conclusions follows:

- The combination of all operations at a single convenient site is challenging, but is an attractive possibility from a management standpoint. The Gorham site offers a feasible location for this option.
- Separating the heavy operations (field operations, T&D, vehicle maintenance, meter service and storage) provides functional flexibility at existing and potential sites. The Dike Street property offers an attractive, centrally located option for the T&D facility.
- PWSB owns the Cranston site, and its expansion for administrative offices is a feasible solution. Further development on or to the rear of this site for the T&D facility may not be feasible given abutter concerns and the lack of a separate access from Phenix Avenue. This location of this site relative to the service area may also limit its feasibility for a T&D facility.
- PWSB owns the Neufaconkanut site, which could facilitate additional development. However, it is likely that similar abutter and access concerns would be encountered.

Executive Summary

Cost ranges to purchase or lease these sites, plus to construct the separate facilities and site improvements have been developed under this Phase of the project, and are summarized as follows:

LOCATION	COST RANGE*	
	LOW	HIGH
<i>Dike Street (T & D only)</i>		
Land Purchase Price	\$1,000,000.00	\$1,000,000.00
Multifamily Property Costs (5 lots)	\$250,000.00	\$1,250,000.00
Bello Property Cost (1 lot, allowance)	\$1,000,000.00	\$1,000,000.00
Site Costs (includes demolition)	\$140,000.00	\$600,000.00
Paving Costs (low due to lot size)	\$270,000.00	\$500,000.00
T & D Building Costs	\$11,200,000.00	\$14,900,000.00
A/E Costs (20-25% site/bldg costs)	\$2,350,000.00	\$4,000,000.00
	\$16,210,000.00	\$23,250,000.00
<i>Gorham Site (Admin and T & D - with land purchase, and lease buy-out)</i>		
Land Purchase Price (T & D)	\$400,000.00	\$600,000.00
Lease Buyout/Site Purchase (Admin)	\$7,500,000.00	\$9,000,000.00
Site Costs (exclusive of environmental)	\$60,000.00	\$140,000.00
Paving Costs (only needed for T & D)	\$415,000.00	\$485,000.00
Admin Building Costs (refit existing)	\$6,750,000.00	\$8,400,000.00
T & D Building Costs	\$11,200,000.00	\$14,900,000.00
A/E Costs (20-25% site/bldg costs)	\$3,685,000.00	\$6,000,000.00
	\$30,000,000.00	\$39,500,000.00
<i>Cranston (Admin)</i>		
Site Costs (Admin)	\$52,500.00	\$52,500.00
Paving Costs (Admin)	\$500,000.00	\$590,000.00
Admin Building Costs	\$7,200,000.00	\$9,000,000.00
A/E Costs (20-25% site/bldg costs)	\$1,600,000.00	\$2,000,000.00
	\$9,400,000.00	\$11,700,000.00
<i>Cranston (T & D)</i>		
Site Costs (T & D)	\$300,000.00	\$300,000.00
Paving Costs (T & D)	\$415,000.00	\$485,000.00
T & D Building Costs	\$11,200,000.00	\$14,900,000.00
A/E Costs (20-25% site/bldg costs)	\$2,400,000.00	\$3,900,000.00
	\$14,350,000.00	\$19,600,000.00
<i>Nuetaconicut (T & D)</i>		
Site Costs (T & D)	\$262,500.00	\$300,000.00
Paving Costs (T & D)	\$415,000.00	\$485,000.00
T & D Building Costs	\$11,200,000.00	\$14,900,000.00
A/E Costs (20-25% site/bldg costs)	\$2,400,000.00	\$3,900,000.00
	\$14,300,000.00	\$19,600,000.00

*note - figures have been rounded



552 Academy Avenue
Providence, RI 02908

401-521-6300
www.provwater.com

RESOLUTION
OF THE
PROVIDENCE WATER SUPPLY BOARD

A Resolution of the City of Providence Water Supply Board authorizing the Chief Engineer and General Manager to petition the Rhode Island Clean Water Finance Agency to issue a pre-approval for long term borrowing and to provide an effective date.

WHEREAS, the City of Providence Water Supply Board (the "Board") is an agency of the City of Providence, Rhode Island and owns and operates a Water Supply system (the "System"); and

WHEREAS, the Board has outgrown the administration building at Academy Avenue, and the Scituate Avenue facility. The current facilities are in need of many upgrades and the two administrative facilities are inefficient and not conducive to a productive work environment. The Board now desires to find one central location that will house all departments and employees not located at the Treatment Plant; and

WHEREAS, in order to achieve the above stated objective it may be necessary to finance the project through a 30 year bond issue not to exceed \$39 million to be issued by Rhode Island Clean Water Finance Agency. The annual debt service on the bond will be paid utilizing funds already available in the Capital Improvement Fund (CIP). The bond proceeds will be used for the acquisition of land, construction of a building, or the purchase or long term lease of an existing building to house all administrative and distribution departments.

NOW, THEREFORE, BE IT RESOLVED:

That the Board voted to authorize the Chief Engineer and General Manager to petition the Rhode Island Clean Water Finance Agency to issue a pre-approval for long term borrowing for the acquisition of land, construction of an administration building, or the purchase or long term lease of an existing building for all administrative and distribution departments.

This resolution shall take effect upon passage.

The above and forgoing was duly adopted and approved at a meeting of the City of Providence Water Supply Board as held on November 17, 2010 by vote of the members of the Providence Water Supply Board present.

Andrew K. Moffit, Chairman
Providence Water Supply Board

Carissa R. Richard, Secretary
Providence Water Supply Board

David K. Carline
Mayor

Amick Marchant, PE
Chief Engineer &
General Manager

BOARD OF DIRECTORS

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Chairman

Joseph L. Cataldi
Vice Chairman

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Essex

Joseph DeLuca
City Councilman

Michael A. Solomon
City Councilman

John A. Fagnolo
Member

Joan Badwy
Member

Carissa R. Richard
Secretary

Wanda S. Cunha, Esq.
Legal Counsel

Member
of the Providence Water Works Authority
of the Providence Water Works and
of the Providence Water Works Authority

At 112 Water Street, Pawtucket



552 Academy Avenue
Providence, RI 02908

401-521-6300

www.provwater.com

RESOLUTION
OF THE
PROVIDENCE WATER SUPPLY BOARD

A Resolution of the City of Providence Water Supply Board authorizing the Chief Engineer and General Manager to petition the Division of Public Utilities to authorize long term borrowing and to provide an effective date.

David N. Cicilline
Mayor

Fanele Marchand, P.E.
Chief Engineer &
General Manager

BOARD OF DIRECTORS:

Andrew K. Moffit
Chairman

Joseph D. Cataldi
Vice Chairman

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Ex-Officio

Joseph DeLuca
City Councilman

Michael A. Solomon
City Councilman

John A. Fargnoli
Member

Joan Badway
Member

Carissa R. Richard
Secretary

Fernando ... ISOI



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Only Tap Water DELIVERS

WHEREAS, the City of Providence Water Supply Board (the "Board") is an agency of the City of Providence, Rhode Island and owns and operates a Water Supply system (the "System"); and

WHEREAS, the Board has outgrown the administration building at Academy Avenue, and the Scituate Avenue facility. The current facilities are in need of many upgrades and the two administrative facilities are inefficient and not conducive to a productive work environment. The Board now desires to find one central location that will house all departments and employees not located at the Treatment Plant; and

WHEREAS, it is the intent of the Board to borrow funds in an amount, not to exceed thirty nine million dollars (\$39,000,000), or an annual cost of approximately \$2.4 million, for the acquisition of land, construction of a building, or the purchase or long term lease of an existing building to house all administrative and distribution departments.

NOW, THEREFORE, BE IT RESOLVED:

That the Board voted to authorize the Chief Engineer and General Manager to petition the Division of Public Utilities to authorize long term borrowing for the acquisition of land, construction of an administration building, or the purchase or long term lease of an existing building for all administrative and distribution departments.

This resolution shall take effect upon passage.

The above and forgoing was duly adopted and approved at a meeting of the City of Providence Water Supply Board as held on November 17, 2010 by vote of the members of the Providence Water Supply Board present.

Andrew K. Moffit
Andrew K. Moffit, Chairman
Providence Water Supply Board

Carissa R. Richard
Carissa R. Richard, Secretary
Providence Water Supply Board

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-12: The 2009 CDM Phase II Report indicated that T&D and heavy operations (i.e. field operations, T&D, vehicle maintenance, meter service and storage), may not be feasible given abutter concerns and lack of separate access from Phoenix Avenue:

- a. Please describe whether Providence Water attempted to resolve or address these issues so it could use the Cranston site for a consolidated COF.
- b. Please provide a detailed description of Providence Water's efforts and actions in resolving or addressing these issues.
- c. Provide all documents, including Board meeting minutes, related to Providence Water's efforts in resolving or addressing these issues.

Response: a. With respect to the abutter concerns, see the response to BCWA 1-7. With respect to the lack of separate access, Providence Water did not attempt to resolve or address these issues for the reasons stated in the 2009 CDM Phase II Report, "access to the vacant lots along the pipeline easement from Phenix Avenue is too steep for vehicles, and the site conditions are uneven with significant evidence of ledge."

In addition to the issues stated above, as indicated in the response to BCWA 4-4, the cost to build a new COF would be between \$36 to \$40 million, which is \$6 to \$10 million more than the estimated purchase and renovation cost of 125 Dupont Drive.

- b. See response to (a).
- c. See response to (a).

PROVIDENCE WATER SUPPLY BOARD
Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-13: The 2009 CDM Phase II Report indicated that Providence Water owns the Neutaconkanut site, which could facilitate additional development.

- a. Please describe all of Providence Water's efforts and actions in exploring this site for a COF.
- b. Please provide a detailed description of Providence Water's efforts and actions in exploring this site for a COF.
- c. Provide all documents, including Board meeting minutes, related to Providence Water's efforts and actions in exploring this site for a COF.
- d. Please state why a COF cannot be located at this site.

- Response:**
- a. Providence Water's efforts and actions are summarized in the 2009 CDM Phase II Report
 - b. See response to (a)
 - c. Meeting minutes from the November 17, 2010 are attached to the response to BCWA 1-11.
 - d. The Neutaconkanut site is not a preferable location for a COF for the reasons stated in the 2009 CDM report; (1) location within a residential neighborhood, (2) potential wetlands issues, and (3) site grading issues.

In addition to the issues stated above, as indicated in the response to BCWA 4-4, the cost to build a new COF would be between \$36 to \$40 million, which is \$6 to \$10 million more than the estimated purchase and renovation cost of 125 Dupont Drive.

PROVIDENCE WATER SUPPLY BOARD
Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-14: The 2009 CDM Phase II Report identified the Gorham site as property owned by the City of Providence as a potential location for the COF.

- a. Please describe all of Providence Water's efforts and actions in exploring this site for a COF.
- b. Please provide a detailed description of Providence Water's efforts and actions in exploring this site for a COF.
- c. Provide all documents, including Board meeting minutes, related to Providence Water's efforts and actions in exploring this site for a COF.
- d. Please state why a COF cannot be located at this site.

Response:

- a. Providence Water's efforts and actions are summarized in the 2009 CDM Phase II Report. In addition, Providence Water had informal discussions with RIDEM and Hayes and Sherry which are attached.
- b. See response to (a)
- c. Discussion of exploring this issue took place in Executive Session on August 12, 2009. In addition, meeting minutes from the November 17, 2010 are attached to the response to BCWA 1-11.
- d. The Gorham site is not a preferable location for a COF due to the environmental concerns and potential purchasing issues.

Gary Marino - Stop & Shop Gorham Property

From: Gary Marino
To: Pamela Marchand
Date: 10/28/11 3:38 PM
Subject: Stop & Shop Gorham Property
CC: Boyce Spinelli; Jeff Thompson; Joe Spremulli; Paul Gadoury; Tony A...

Pam,

I spoke this afternoon to Joseph Martella the Senior Engineer for RIDEM Office of Waste Management who has actively been involved in the remediation of the Gorham property.

Mr. Martella stated that the retail portion of the property, the Stop & Shop building, and the School all have vapor suppression systems similar to a radon system. These systems intercept the volatile gases and vent them so that they will not enter the buildings. Both the school and retail portions of the property have been "capped" with paving, concrete or with landscaping to prevent direct human contact with the existing soil.

The rear section of the property has not been remediated or capped. Mr. Martella stated that Gorham had stored or stockpiled toxic waste from their industrial activity in this area.

There are several environmental restrictions for this site:

- Design for any building construction will need to include a vapor suppression system to vent the volatile gases.
- If the existing cap is disturbed it will need to be replaced.
- The entire site to date is not in compliance.
- RIDEM will need to approve any development plans and construction.
- Any development on this site would be a public process.

Please review and comment.

Gary

From: Pamela Marchand
To: Gary Marino
Date: 11/10/11 3:58 PM
Subject: Re: Fwd: 100 Niantic

It doesn't sound like Gorham is very likely. We couldn't afford to compete with the income. Also, the back area isn't workable - and we would need both. Niantic sounds interesting. Pam

-----Original Message-----

From: Gary Marino
Cc: Joe Spremulli <JOES@provwater.com>
To: Boyce Spinelli <BOYCES@provwater.com>
To: Pamela Marchand <PAMELAM@provwater.com>

Sent: 11/10/2011 3:42:48 PM
Subject: Fwd: 100 Niantic

Pam/ Boyce,

Matt Fair was trying to contact Joe and when he was informed that Joe was on vacation he called me. Matt stated that Hayes & Sherry had contacted KIMCO and discussed their long term with Stop & Shop. KIMCO acknowledges that they are getting a solid income from Stop & Shop for the next 13 years of the lease, but they could be motivated sell if they had an offer.

Matt would like to know if we would like to visit the Gorham Site again next week. I told him that I would get back to him. Please advise.

Gary

Also, read Matt's e-mail below. He would like to know if we would be interested in an 8 acre property on Niantic Ave. I will look at the lot and send out a pdf file of the property.

>>> "Matthew Fair" <mfair@hayessherry.com> 11/10/2011 12:11 PM >>>

Gary,

The property at 100 Niantic has an 80,000 SF building (mix office and industrial space) on 8 acres with good highway access. The property we looked a years ago was 300 Niantic not 100. This is not on the market officially so please keep this quiet.

Let me know what makes sense next week to rally the troops for another tour of Mashpaug and Niantic.

Best,
Matt

MATT FAIR
Hayes & Sherry Real Estate Services
Cushman & Wakefield Alliance Member
146 Westminster Street
2nd Floor
Providence, Rhode Island 02903
P 401.273.1980 ext. 105
F 401.421.4207
www.hayessherry.com

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-15: In Mr. Caruolo's testimony, he indicates that Providence Water will own the Dupont Drive site:

- a. As a department of the City of Providence is the Providence Water Supply Board legally eligible, authorized and allowed to purchase and take title to real property?
- b. As the owner of the property, will the Providence Water Supply Board pay taxes, or any other payments in lieu of taxes to the City of Providence related to the Dupont Drive property? If so, how much?

Response:

a. Yes.

b. Because the property will be owned by the Providence Water Supply Board and not the City of Providence, we expect the City of Providence will tax Providence Water on this property, just like Scituate, Foster, Gloucester, Cranston, Johnston, etc. tax the property Providence Water has in those municipalities. We do not know how much the taxes will be, but to the best of our knowledge, 125 Dupont Drive currently pays \$324,516 in taxes to the City.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-16: Please provide a copy of all loan applications submitted to RICWFA for the proposed \$30,000,000 borrowing.

Response: See the attached for information submitted to the Rhode Island Clean Water Finance Agency (CWFA). Please note that the "last five years audited financial statements" and the "Official Statement" were not provided because they were already on file at the CWFA.

**BCWA 1-16
July 2, 2015**

February 23, 2015

Dear Potential Borrower,

The Rhode Island Clean Water Finance Agency "the Agency" is estimating structuring its next Drinking Water bond issue in **March 2016**. If your water system is anticipating financial need and would like to be considered to be included in this pooled loan issue, please fill out the attached loan questionnaire. If your need is more immediate and it is possible for you to obtain a Certificate of Approval from Health, the Agency can consider an earlier financing for your project. In addition, please know that it is very important that you have the legal authority to borrow money from the Agency and equally important that you are in the process of being placed on the Department of Health's Project Priority List and applying for Certificate of Approvals for the projects named in your request for financing in order to be considered for financing through the Agency. In order to close on your loan, you must have a Certificate of Approval issued by the Health department.

In addition to the loan questionnaire, the Agency will require the following to be submitted:

- 1) a **letter** stating your total borrowing needs with a list of projects and their costs for the upcoming issue. (Note: an accurate picture of your total borrowing needs for the Agency's upcoming Bond Issue is of the utmost importance); and
- 2) last five years' audited financial statements/or last five years compilation of data; and
- 3) copy of the legal authorities to construct, finance and operate the project; and
- 4) an estimated construction draw down schedule for projects under consideration for the loan. **Note:** The Agency requires a construction draw schedule for all projects. This construction draw schedule should reflect when funds are going to be requested for disbursement from the Agency, not when work is completed on the project itself; and
- 5) your most recent Official Statement for debt issuance (if available).

It is estimated that the Agency will structure the next Bond Issue in March, 2016 so it is very important that the Agency receive the above referenced materials in its offices **no later than May 15, 2015** to be considered to be included in the next Issue. All loan applications are subject to review and approval by the Agency Board of Directors and all loans are subject to availability of funds. Please feel free to enclose a list of any special community requests.

Should you have any questions or require assistance filling out the form; please do not hesitate to contact me by phone @ (401) 453-4430 x112 or via e-mail: acoelho@ricwfa.com. Additional information about the DWSRF Program can also be obtained on the Agency's Web Site @ www.ricwfa.com.

Sincerely,

Anna Coelho Cortes
Drinking Water SRF Program Manager

RICWFA LOAN QUESTIONNAIRE

A. Applicant: Providence Water Supply Board

B. Loan Amount: \$30,000,000.00

C. Term of Loan: 20 years

D. R.I. Municipal Credit Rating: AA-

E. Estimated Borrower Cost of Issuance: \$ 150,000.00

Financial Advisor:\$ _____

Bond Counsel:\$ _____

Legal Counsel:\$ _____

Other:\$ 300,000 RICWFA orig. fee

Note: These amounts will reduce the amount available in your construction fund.

F. Type of Loan Obligation:
General Obligation: _____
Revenue Pledge: _____ X _____

Note: Revenue Pledges require a debt service reserve fund which is usually 125% of one years Principal and Interest Payment or a surety bond equal to that amount.

G. Loan Repayment:
Level Debt: _____ X _____
Level Principal: _____

H. Will you be Capitalizing Interest?
Yes: _____
No: _____

Note: These amounts will reduce the amount available in your construction fund.

I. Financial Advisor: First Southwest
Attention: Adam Krea
Address: 12 Breakneck Hill Rd., Suite 200 Lincoln, RI 02865
Telephone: 401-334-4963
Fax: _____

J. Bond Counsel: Locke Lord LLP
Attention: Karen Grande, Esq.
Address: 2800 Financial Plaza, Providence, RI 02903
Telephone: 401-455-7608
Fax: 888-325-9150

K. Legal Counsel: Pannone Lopes Devereaux, & West
Attention: William O'Gara, Esq.
Address: 317 Iron Horse Way, Ste. 301, Providence RI 02908
Telephone: 401-824-5100
Fax: _____

L. Borrower Contact: Nancy E. Parrillo
Title: Senior Manager, Finance
Telephone: 401-521-7132
Fax: _____
E-mail Address: nancyp@provwater.com
Date: May 18, 2015



PROVIDENCE WATER

Tap Water Delivers

May 14, 2015

Mr. William Sequino Jr.
Executive Director
RI Clean Water Finance Agency
235 Promenade Street, Suite 119
Providence, RI 02908

The Hon. Jorge O. Elorza
Mayor

Ricky Caruolo
General Manager

Re: Request to Borrow \$30 Million DWSRF

Dear Mr. Sequino:

BOARD OF DIRECTORS

Xaykham Khamsyvoravong
Chairperson

Joseph D. Cataldi
Vice Chairperson

Michael J. Correia
Councilperson

Sabina Matos
Councilperson

Lawrence J. Mancini
Ex-Officio

Andy M. Andujar
Member

Kerri Lynn Thurber
Member

Carissa R. Richard
Secretary

William E. O'Gara, Esq.
Legal Advisor

Providence Water is requesting to borrow \$30 million from the DWSRF for a new Central Operations Facility. We would need the funds available to us by December 20, 2015. My staff is currently working with representatives from the Department of Health in order to obtain a Certificate of Approval.

Providence Water is requesting that this matter be included on the agenda for consideration at the June 15, 2015 meeting of the RI Clean Water Finance Agency.

Please feel free to contact me directly if you have any questions.

Respectfully,
PROVIDENCE WATER SUPPLY BOARD


Ricky Caruolo, General Manager

MEMBER

Rhode Island Water Works Assn.
New England Water Works Assn.
American Water Works Assn.
Water Research Foundation

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Providence, RI 02908

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cc: Anna Coelho Cortes, RI Clean Water Finance Agency



552 Academy Avenue
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401-521-6300

www.provwater.com

RESOLUTION

OF THE

PROVIDENCE WATER SUPPLY BOARD

A Resolution of the City of Providence Water Supply Board expressing the intention of the Board to reimburse expenditures from the proceeds of the Notes, Bonds, or Loans for certain Capital Improvements and to provide an effective date.

The Hon. Angel Taveras
Mayor

WHEREAS, the City of Providence Water Supply Board (the Board) is an agency of the City of Providence, Rhode Island and owns and operates a Water Supply system (the System); and

Ricky Caruolo
Acting General Manager

WHEREAS, the Board desires to replace the current building and facilities it now occupies on Academy Avenue in Providence; and

BOARD OF DIRECTORS

WHEREAS, it is the intent of the Board to borrow funds in an amount, not to exceed thirty million dollars (\$30,000,000) for the acquisition of land, construction of a new facility, any additional costs associated therewith, and any cost of issuance and/or reserves as required.

Xaykham Khamsyvoravong
Chairman

Joseph D. Cataldi
Vice Chairman

NOW, THEREFORE, BE IT RESOLVED:

Lawrence J. Mancini
Ex-Officio

• This Resolution is an affirmative action of the Board towards the issuance of Bonds, Notes, or Loans through the RI Clean Water Finance agency and/or other funding avenues. This resolution constitutes the Board's declaration of official intent pursuant to Treasury Regulation 1.150-2 to reimburse the Board's funds and accounts for certain capital expenditures paid on or after the date which is sixty (60) days prior to the date of this resolution but prior to the issuance of the Bonds, Notes or Loans.

Michael A. Solomon
City Council President

Michael J. Correia
City Councilman

Andy M. Andujar
Member

Kerri Lynn Thurber
Member

• That the Board authorizes the Acting General Manager to enter into negotiations and borrow through the RI Clean Water Finance Agency and/or any other funding avenues for the replacement of the Academy Avenue facility.

Carissa R. Richard
Secretary

• This resolution shall take effect upon passage.

William E. O'Gara, Esq.
Legal Advisor

The above and foregoing was duly adopted and approved at a meeting of the City of Providence Water Supply Board as held on February 19, 2014 by vote of the members of the Providence Water Supply Board present.

Member

Rhode Island Water Works Assn.
New England Water Works Assn.
American Water Works Assn.
Water Research Foundation

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Xaykham Khamsyvoravong, Chairman
Providence Water Supply Board


Carissa R. Richard, Secretary
Providence Water Supply Board

Providence Water Central Operation Facility

\$30 Million Bond Drawdown Estimate (\$27 Million available for construction)

	2015	<i>Cumulative</i>	2016	<i>Cumulative</i>	2017	<i>Cumulative</i>
January					1,000,000	23,500,000
February			12,500,000	12,500,000	1,000,000	24,500,000
March			1,000,000	13,500,000	1,000,000	25,500,000
April			1,000,000	14,500,000	1,000,000	26,500,000
May			1,000,000	15,500,000	500,000	27,000,000
June			1,000,000	16,500,000		
July			1,000,000	17,500,000		
August			1,000,000	18,500,000		
September			1,000,000	19,500,000		
October			1,000,000	20,500,000		
November			1,000,000	21,500,000		
December			1,000,000	22,500,000		

PROVIDENCE WATER SUPPLY BOARD
Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-17: Is the COF on the Rhode Island Department of Health's (RIDOH) Project Priority List?

Response: Yes the COF is on the FY2015 Project Priority List.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-18: Has RIDOH provided a Certificate of Approval for the COF?

Response: No, as stated in the response to DIV 1-5, the Rhode Island Department of Health (RIDOH) has indicated that they intend on issuing a Certificate of Approval sometime after mid-July 2015.

PROVIDENCE WATER SUPPLY BOARD
Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-19: In Mr. Giasson's testimony, he stated that on March 2, 2015 Providence Water met with representatives of the Commission and the Division to brief them on a potential COF.

- a. Please identify all of the individuals that were at the meeting.
- b. Please provide all documents that Providence Water provided to the Commission and Division.
- c. Please set forth the information Providence Water provided to the Commission and Division.
- d. Please state why the parties to this Docket, including the interveners, were not notified of this meeting.

Response:

- a. **Providence Water:** Ricky Caruolo, Peter J. Pallozzi, Thomas Massaro and Michael McElroy
- b. **DPUC:** Leo Wold, Al Mancini and John Bell
- c. **PUC:** Cindy Frias-Wilson and Alan Nault
- d. No documents were provided to the Commission or the Division.
- e. Providence Water informed the Commission and the Division that we found a facility that we wished to pursue. We were seeking guidance from both parties as to what would be the best way to proceed due to the unique circumstances associated with the potential purchase and financing of 125 Dupont Drive. We were very concerned with coordinating with all of the external agencies in a short amount of time while keeping the property address confidential required by the seller.
- f. The meeting was held at the request of Providence Water to seek guidance from our regulatory agencies. We felt it was premature to invite other parties. As mentioned above we were very sensitive to the confidentiality requirement imposed by the seller. The property was not on the market and we did not want jeopardize the negotiations.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-20: Please provide the three appraisals for the Dupont Drive property referenced on page 4 of Mr. Giasson's testimony.

Response: See the attached three appraisals from; (1) Keystone Consulting Group, (2) Integra Realty Resources, and (3) Andolfo Appraisal Associates, Inc.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

- BCWA 1-21:** Regarding the negotiations for the purchase of the Dupont Drive site:
- a. Please provide a copy of Providence Water's \$9.5 million offer referenced on page 4 of Mr. Giasson's testimony.
 - b. Please provide a copy of all counteroffers made by the property owner and Providence Water.

Response: Please see the attached.



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146 Westminster Street
2nd floor

**BCWA 1-21-A
July 2, 2015**

March 16, 2015

Via Email (ksherry@hayessherry.com)

Mr. Karl Sherry
Hayes & Sherry Real Estate Services
146 Westminster Street
Providence, RI 02903

RE: Letter of Intent – Purchase - 125 Dupont Drive – Providence, RI

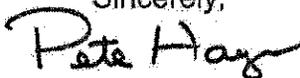
Dear Karl:

This non-binding letter of intent sets forth the general terms and conditions under which Providence Water Supply Board or assigns ("Buyer"), would be prepared to enter into a Purchase and Sale Agreement (the "Purchase Agreement") with the Owner of Record ("Seller") for the Property located at 125 Dupont Drive in Providence, RI described below (the "Property").

This offer shall remain in effect until 5pm on Friday, March 27, 2015 at which time it will expire.

Please let me know if you have any questions.

Sincerely,


Peter Hayes


Matt Fair



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REAL ESTATE SERVICES

INDEPENDENTLY OWNED AND OPERATED

Non-Binding Purchase Offer

Buyer: Providence Water Supply Board or assignee

Seller: Owner of record

Property: Good and marketable fee simple title without encumbrances, easements or restrictions in the land and buildings together with all appurtenances and other related tangible and intangible rights (collectively to the "Property") described as 125 Dupont Drive, Providence, RI, consisting of approximately One Hundred Seventy-Five Thousand (175,000) square feet of office/industrial space on sixteen (16) acres of land.

Purchase Price: \$9,500,000 (Nine Million Five Hundred Thousand Dollars) plus or minus customary pro-rations, paid in cash at the closing of the transaction ("Closing").

Deposit: Upon execution of this offer, both parties agree to negotiate in good faith a Purchase & Sale Agreement to be executed on or before ten (10) calendar days from the date hereof. Upon the full execution and delivery of the Purchase Agreement, Buyer will deliver an earnest money deposit of \$100,000 (One Hundred Thousand Dollars), the ("Deposit") in cash to Buyer's escrow agent. The Deposit shall be held in an interest bearing escrow account and shall be fully refundable to Buyer until the end of the Due Diligence Period. At Closing, the Deposit, along with any accrued interest, will be applied against the Purchase Price and constitutes liquidated damages to Seller in the event of a breach of the Purchase Agreement by Buyer. The Deposit, along with any accrued interest, shall be fully refunded to Buyer within thirty (30) days in the event of a breach of the Purchase and Sale Agreement by Seller or a failure of any contingencies contained in the Purchase and Sale Agreement.

Due Diligence Buyer shall have up to One Hundred Eighty (180) days from the execution of a Purchase Agreement and the receipt of the due diligence items, if they exist, listed in Exhibit A to perform its Due Diligence ("Due Diligence Period"). Seller shall provide Buyer, its authorized agents and representatives with access to the property and building during the Due Diligence Period to inspect the Property and conduct such investigations as Buyer deems appropriate including, without limitation, engineering studies, Phase I environmental studies, and zoning compliance review. In addition, Seller agrees to provide Buyer, its authorized agents and representatives true and complete copies of the due diligence items and documents described in Exhibit A, as applicable, attached hereto. Seller shall provide such due diligence items and documents to Buyer by no later than seven (7) days after the full execution and delivery of this Letter of Intent. Buyer, at its sole discretion, shall have the right to cancel the Purchase Agreement at any time during the Due Diligence Period and the Deposit, along with any accrued interest, shall be fully refunded to the Buyer within thirty (30) days.

Notice of Intent to Proceed: Upon expiration of Buyer's Due Diligence Period, Buyer shall provide to Seller a notice of its intent to proceed to Closing. In the event of termination, the Deposit and any interest accrued shall be immediately refunded to the Buyer.



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REAL ESTATE SERVICES

INDEPENDENTLY OWNED AND OPERATED

125 Dupont Drive
Providence, RI
March 16, 2015
Page Two

Closing: Following the expiration of the Due Diligence Period and provided that Buyer has given notice that it will proceed to closing under the Purchase Agreement, Closing shall occur within ninety (90) days from the expiration of the Due Diligence Period.

Representations and Warranties: The Purchase Agreement shall include representations and warranties regarding the Seller and the Property customary of transactions of this nature.

Title, Survey: At the closing, Seller will deliver to Buyer, a recordable warranty deed with covenants against grantor's acts conveying to Buyer good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to real estate taxes for the current calendar year, which are a lien on the Property, but are not yet due and payable, and easements and restrictions of record disclosed by a title report and approved by Buyer. Such title so conveyed by Seller shall be insurable under a standard ALTA Owner's Policy with a reputable title company, with such endorsements as shall be required by Buyer to obtain good, marketable and insurable fee simple title as summarized above. The cost of any such title insurance policy shall be paid solely by Buyer. Seller shall provide to Buyer pursuant to Exhibit A, its existing survey and title.

Closing Costs: Seller will bear its specific costs associated with the transaction, applicable broker's commissions, and its own legal costs. Buyer will bear its specific costs associated with the transaction including due diligence, the cost of the title insurance policy, and its own legal costs. Buyer and Seller shall share equally the fees of the escrow agent. All other related Closing Costs, including any applicable recordation and transfer taxes, shall be borne by the respective parties in a manner customary to local real estate transfers. All operating costs will be prorated at Closing with the day of closing belonging to the Buyer. All obligations for leasing commissions, tenant improvements, free rent, and any other concessions or allowances granted to any tenant on or before the Closing shall be paid by Seller.

Broker: Buyer and Seller acknowledge that Peter Hayes and Matt Fair of Cushman & Wakefield | Hayes & Sherry is representing the Buyer ("Buyer Broker"). Seller shall be responsible to pay a brokerage commission to Buyer Broker equal to four (4%) percent of the Purchase Price at closing.

Exclusivity: Seller agrees (a) to discontinue active marketing of the Property and any current negotiations for the sale of the Property, (b) not to enter into any new negotiations with any third parties for the sale of the Property, and (c) not to solicit purchase offers for the Property from other parties from the date this Letter is countersigned unless Buyer does not proceed to Closing on or before the expiration of the Due Diligence Period. This paragraph constitutes the binding obligation of the Seller until the Purchase Agreement has been executed and delivered by both parties.



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REAL ESTATE SERVICES

INDEPENDENTLY OWNED AND OPERATED

125 Dupont Drive
Providence, RI
March 16, 2015
Page Three

Ongoing Property Operations: From the time of delivery of a fully executed Letter of Intent through the expiration of the Due Diligence, Seller shall continue to operate the property in a manner the same as its current operation. Seller agrees to notify buyer of any new operating agreements covering the property.

Assignment: Buyer shall have the right, without Seller consent, to assign the Purchase Agreement to an entity controlled or owned by Buyer.

Contingencies: Buyer requires the following contingencies be satisfied prior to closing:

1. Building shall be free of all tenants.
2. Seller shall deliver the Property with clear and marketable title, free and clear of all liens and encumbrances.
3. Receipt of approvals from various City (Providence) and State (RI) agencies regulating Providence Water finances and from all necessary financial institutions.

Confidentiality: Both Seller and Buyer agree to keep the purchase price and the terms of the transaction confidential and commit not to disclose such information to third parties without the prior consent of the other party. However, both parties will have the right to disclose such terms to their accountants and attorneys, and further, Buyer will have the right to disclose them to its board members, lenders or investors and regulatory bodies.

Purpose: The purpose of this Letter is to set forth the present mutual intent of Buyer and Seller to negotiate and attempt to enter into a Purchase Agreement. Neither Buyer nor Seller shall be legally bound to purchase or sell the Property unless and until a Purchase Agreement containing terms, conditions, and provisions satisfactory to both Buyer and Seller has been executed and delivered by both parties. The terms of a fully executed and delivered Purchase Agreement shall fully supersede the terms of this Letter except that the confidentiality provisions shall remain in full force and effect. Notwithstanding that either or both parties may expend substantial efforts and sums in anticipation of entering into a Purchase Agreement, the parties acknowledge that in no event will this Letter be construed as an enforceable contract to sell or purchase the property and that each party accepts the risk that no such contract will be executed.



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REAL ESTATE SERVICES

INDEPENDENTLY OWNED AND OPERATED

125 Dupont Drive
Providence, RI
March 16, 2015
Page Four

If the terms and conditions set forth above are satisfactory, please execute and date this letter in the space provided below and return it to Buyer on or before the offer expiration date of 5:00 P.M. EST, on Friday, March 27, 2015.

AGREED AND ACCEPTED:

By: *Bill Condo* By: _____
(Buyer) (Seller)
Its: *General Manager, Providence Water* Its: _____
Date: *3/16/15* Date: _____



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Exhibit A "Due Diligence Items"

1. *Copies of current property tax bills and assessor's statements of current assessed values.*
2. *Statement of insurance coverage by policy type, a list of all claims against such policies over the past three years if applicable.*
3. *Copies, if any, of "as-built" plans and specifications for the Property and building,*
4. *Most recent Seller's issued policy of title insurance and a current title report issued by the Title Company, together with true, complete, and legible copies of all listed exceptions.*
5. *Most recent existing land and utility surveys of the Property.*
6. *Copies of all restrictive covenants, reciprocal easement or other private agreements relating to the Property and all agreements with adjacent property owners.*
7. *Engineering, environmental and physical inspection reports generated by third parties in Seller's possession or control regarding the Property, including soil reports and maintenance records for mechanical equipment including "Phase One" and Phase Two" Environmental Site Assessments" and Remedial Action Work Plan.*
8. *Copies of all approvals, permits and licenses from each governmental authority having jurisdiction over the Property and any excess land as are necessary to permit the full use and occupancy of the Property.*
9. *A detailed summary of all recent legal or regulatory actions concerning the Property, including actions taken on behalf of or against the ownership of the Property.*
10. *Monthly operating statements for the past 12 months as well as the current budgets.*
11. *Copies of all Loan Documents and Security Agreements covering the Property.*



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Hayes & Sherry Real Estate Services
146 Westminster Street

**BCWA 1-21-B
July 2, 2015**

March 19, 2015

Via Email (phayes@hayessherry.com)

Mr. Peter Hayes
Hayes & Sherry Real Estate Services
146 Westminster Street, 2nd floor
Providence, RI 02903

Dear Pete:

Thank you for your offer regarding 125 Dupont Drive in Providence on behalf of the Providence Water Board. I have submitted your offer to my client and I am authorized to submit the following non-binding counter proposal.

Purchase Price: Ten Million Nine Hundred Fifty Thousand Dollars
(\$10,950,000)

Deposit: Two Hundred Fifty Thousand Dollars (\$250,000)

Due Diligence: Forty-five (45) days due diligence for all physical and legal matters (structural, environmental, survey, title, etc.) and then make approvals condition precedent to closing. After forty-five (45) days, the only reason not to close would be the lack of proper approvals.

Closing: Thirty (30) days after all necessary approvals.

Brokerage Commission: An agreement exists with the Seller to pay a three (3%) percent commission at the closing of the transaction; 1.5% to Seller's representative and 1.5% to Buyer's representative.

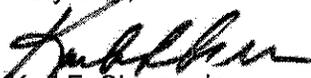
The terms and conditions set forth above shall not be binding upon Seller or Buyer until such time as the Purchase & Sale Agreement has been fully executed by both parties.

The parties acknowledge that this letter omits many terms, some of which are material, that this letter is non-binding and that this letter is intended to be, and shall be construed only as, an indication of interest and not a binding agreement. The parties also acknowledge that the respective rights and obligations of the parties remain to be defined in a written Purchase & Sale Agreement, into which this letter and all prior discussions will merge, and until fully executed by both parties, neither Seller nor Buyer shall have any obligations whatsoever.

This counter proposal shall remain in effect until 5:00 p.m. on Friday, March 27, 2015 at which time it will expire.

I look forward to a favorable response.

Very truly,


Karl F. Sherry, Jr.

KFS/map

cc: Rick Eiseman
Matt Fair



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146 Westminster Street
2nd floor
Providence, RI 02903
(401) 273.1980
www.hayessherry.com

March 24, 2015

Via Email (ksherry@hayessherry.com)

**BCWA 1-21-B
July 2, 2015**

Mr. Karl Sherry
Hayes & Sherry Real Estate Services
146 Westminster Street
Providence, RI 02903

RE: Counter Offer – Purchase - 125 Dupont Drive – Providence, RI

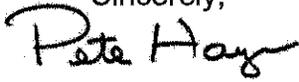
Dear Karl:

This non-binding Counter Offer sets forth the general terms and conditions under which Providence Water Supply Board or assigns (“Buyer”), would be prepared to enter into a Purchase and Sale Agreement (the “Purchase Agreement”) with the Owner of Record (“Seller”) for the Property located at 125 Dupont Drive in Providence, RI described below (the “Property”).

This offer shall remain in effect until 5pm on Friday, April 3, 2015 at which time it will expire.

Please let me know if you have any questions.

Sincerely,


Peter Hayes


Matt Fair



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REAL ESTATE SERVICES
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Non-Binding Purchase Offer

Buyer: Providence Water Supply Board or assignee

Seller: Owner of record

Property: Good and marketable fee simple title without encumbrances, easements or restrictions in the land and buildings together with all appurtenances and other related tangible and intangible rights (collectively to the "Property") described as 125 Dupont Drive, Providence, RI, consisting of approximately One Hundred Seventy-Five Thousand (175,000) square feet of office/industrial space on sixteen (16) acres of land.

Purchase Price: \$10,200,000 (Ten Million Two Hundred Thousand Dollars) plus or minus customary pro-rations, paid in cash at the closing of the transaction ("Closing").

Deposit: Upon execution of this offer, both parties agree to negotiate in good faith a Purchase & Sale Agreement to be executed on or before ten (10) calendar days from the date hereof. Upon the full execution and delivery of the Purchase Agreement, Buyer will deliver an earnest money deposit of \$250,000 (Two Hundred Fifty Thousand Dollars), the ("Deposit") in cash to Buyer's escrow agent. The Deposit shall be held in an interest bearing escrow account and shall be fully refundable to Buyer until the end of the Due Diligence Period. At Closing, the Deposit, along with any accrued interest, will be applied against the Purchase Price and constitutes liquidated damages to Seller in the event of a breach of the Purchase Agreement by Buyer. The Deposit, along with any accrued interest, shall be fully refunded to Buyer within thirty (30) days in the event of a breach of the Purchase and Sale Agreement by Seller or a failure of any contingencies contained in the Purchase and Sale Agreement.

Due Diligence Buyer shall have up to Ninety (90) days from the execution of a Purchase Agreement and the receipt of the due diligence items, if they exist, listed in Exhibit A to perform its Due Diligence ("Due Diligence Period"). Seller shall provide Buyer, its authorized agents and representatives with access to the property and building during the Due Diligence Period to inspect the Property and conduct such investigations as Buyer deems appropriate including, without limitation, engineering studies, Phase I environmental studies, and zoning compliance review. In addition, Seller agrees to provide Buyer, its authorized agents and representatives true and complete copies of the due diligence items and documents described in Exhibit A, as applicable, attached hereto. Seller shall provide such due diligence items and documents to Buyer by no later than seven (7) days after the full execution and delivery of this Letter of Intent. Buyer, at its sole discretion, shall have the right to cancel the Purchase Agreement at any time during the Due Diligence Period and the Deposit, along with any accrued interest, shall be fully refunded to the Buyer within thirty (30) days.

Notice of Intent to Proceed: Upon expiration of Buyer's Due Diligence Period, Buyer shall provide to Seller a notice of its intent to proceed to Closing. In the event of termination, the Deposit and any interest accrued shall be immediately refunded to the Buyer.



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REAL ESTATE SERVICES

INDEPENDENTLY OWNED AND OPERATED

125 Dupont Drive
Providence, RI
March 24, 2015
Page Two

Closing: Following the expiration of the Due Diligence Period and provided that Buyer has given notice that it will proceed to closing under the Purchase Agreement, Closing shall occur within sixty (60) days from the expiration of the Due Diligence Period.

Representations and Warranties: The Purchase Agreement shall include representations and warranties regarding the Seller and the Property customary of transactions of this nature.

Title, Survey: At the closing, Seller will deliver to Buyer, a recordable warranty deed with covenants against grantor's acts conveying to Buyer good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to real estate taxes for the current calendar year, which are a lien on the Property, but are not yet due and payable, and easements and restrictions of record disclosed by a title report and approved by Buyer. Such title so conveyed by Seller shall be insurable under a standard ALTA Owner's Policy with a reputable title company, with such endorsements as shall be required by Buyer to obtain good, marketable and insurable fee simple title as summarized above. The cost of any such title insurance policy shall be paid solely by Buyer. Seller shall provide to Buyer pursuant to Exhibit A, its existing survey and title.

Closing Costs: Seller will bear its specific costs associated with the transaction, applicable broker's commissions, and its own legal costs. Buyer will bear its specific costs associated with the transaction including due diligence, the cost of the title insurance policy, and its own legal costs. Buyer and Seller shall share equally the fees of the escrow agent. All other related Closing Costs, including any applicable recordation and transfer taxes, shall be borne by the respective parties in a manner customary to local real estate transfers. All operating costs will be prorated at Closing with the day of closing belonging to the Buyer. All obligations for leasing commissions, tenant improvements, free rent, and any other concessions or allowances granted to any tenant on or before the Closing shall be paid by Seller.

Broker: Buyer and Seller acknowledge that Peter Hayes and Matt Fair of Cushman & Wakefield | Hayes & Sherry ("CWHS") are representing the Buyer ("Buyer Broker") and Karl Sherry of CWHS is representing the Seller ("Seller Broker"). Seller shall be responsible to pay brokerage commission to Buyer Broker equal to three percent (3%) at closing. Additionally, Seller shall be responsible to pay a brokerage commission to Seller Broker per a separate agreement.

Exclusivity: Seller agrees (a) to discontinue active marketing of the Property and any current negotiations for the sale of the Property, (b) not to enter into any new negotiations with any third parties for the sale of the Property, and (c) not to solicit purchase offers for the Property from other parties from the date this Letter is countersigned unless Buyer does not proceed to Closing on or before the expiration of the Due Diligence Period. This paragraph constitutes the binding obligation of the Seller until the Purchase Agreement has been executed and delivered by both parties.



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REAL ESTATE SERVICES

INDEPENDENTLY OWNED AND OPERATED

125 Dupont Drive
Providence, RI
March 24, 2015
Page Three

Ongoing Property Operations: From the time of delivery of a fully executed Letter of Intent through the expiration of the Due Diligence, Seller shall continue to operate the property in a manner the same as its current operation. Seller agrees to notify buyer of any new operating agreements covering the property.

Assignment: Buyer shall have the right, without Seller consent, to assign the Purchase Agreement to an entity controlled or owned by Buyer.

Contingencies: Buyer requires the following contingencies be satisfied prior to closing:

1. Building shall be free of all tenants.
2. Seller shall deliver the Property with clear and marketable title, free and clear of all liens and encumbrances.
3. Receipt of approvals from various City (Providence) and State (RI) agencies regulating Providence Water finances and from all necessary financial institutions.

Confidentiality: Both Seller and Buyer agree to keep the purchase price and the terms of the transaction confidential and commit not to disclose such information to third parties without the prior consent of the other party. However, both parties will have the right to disclose such terms to their accountants and attorneys, and further, Buyer will have the right to disclose them to its board members, lenders or investors and regulatory bodies.

Purpose: The purpose of this Letter is to set forth the present mutual intent of Buyer and Seller to negotiate and attempt to enter into a Purchase Agreement. Neither Buyer nor Seller shall be legally bound to purchase or sell the Property unless and until a Purchase Agreement containing terms, conditions, and provisions satisfactory to both Buyer and Seller has been executed and delivered by both parties. The terms of a fully executed and delivered Purchase Agreement shall fully supersede the terms of this Letter except that the confidentiality provisions shall remain in full force and effect. Notwithstanding that either or both parties may expend substantial efforts and sums in anticipation of entering into a Purchase Agreement, the parties acknowledge that in no event will this Letter be construed as an enforceable contract to sell or purchase the property and that each party accepts the risk that no such contract will be executed.



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REAL ESTATE SERVICES

INDEPENDENTLY OWNED AND OPERATED

125 Dupont Drive
Providence, RI
March 24, 2015
Page Four

If the terms and conditions set forth above are satisfactory, please execute and date this letter in the space provided below and return it to Buyer on or before the offer expiration date of 5:00 P.M. EST, on Friday, April 3, 2015.

AGREED AND ACCEPTED:

By: _____
(Buyer)

By: _____
(Seller)

Its: _____

Its: _____

Date: _____

Date: _____



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REAL ESTATE SERVICES

INDEPENDENTLY OWNED AND OPERATED

Exhibit A "Due Diligence Items"

1. *Copies of current property tax bills and assessor's statements of current assessed values.*
2. *Statement of insurance coverage by policy type, a list of all claims against such policies over the past three years if applicable.*
3. *Copies, if any, of "as-built" plans and specifications for the Property and building,*
4. *Most recent Seller's issued policy of title insurance and a current title report issued by the Title Company, together with true, complete, and legible copies of all listed exceptions.*
5. *Most recent existing land and utility surveys of the Property.*
6. *Copies of all restrictive covenants, reciprocal easement or other private agreements relating to the Property and all agreements with adjacent property owners.*
7. *Engineering, environmental and physical inspection reports generated by third parties in Seller's possession or control regarding the Property, including soil reports and maintenance records for mechanical equipment including "Phase One" and Phase Two" Environmental Site Assessments" and Remedial Action Work Plan.*
8. *Copies of all approvals, permits and licenses from each governmental authority having jurisdiction over the Property and any excess land as are necessary to permit the full use and occupancy of the Property.*
9. *A detailed summary of all recent legal or regulatory actions concerning the Property, including actions taken on behalf of or against the ownership of the Property.*
10. *Monthly operating statements for the past 12 months as well as the current budgets.*
11. *Copies of all Loan Documents and Security Agreements covering the Property.*

BCWA 1-21-B
July 2, 2015

From: Matthew Fair <mfair@hayessherry.com>
To: "Gary Marino (gmarino@provwater.com)" <gmarino@provwater.com>
CC: Peter Hayes <phayes@hayessherry.com>, "Michael@McElroyLawOffice.com" <Mi...>
Date: 3/26/15 3:02 PM
Subject: RE: Providence Water - 125 Dupont - Counter Offer
Attachments: image001.png; image002.jpg; image003.jpg; image004.jpg; image005.png

Gary and Team,

We had another round of discussions with the Seller and have received a response:

- 1) \$10,350,000
- 2) 45 Days Due Diligence Period
- 3) 45 Day Closing Period
- 4) Final approvals allowed as contingency (drop-dead date to be mutually determined)
- 5) Buyer Broker 2.5% commission

They have indicated that this is their best offer.

Pete and I are willing to play ball with the 2.5% in the spirit of getting the deal done.

What do you think about the other terms. Honestly, we're surprised they dropped below \$10.5m.

Let us know what you want to do.

Best,
Matt

From: Matthew Fair
Sent: Tuesday, March 24, 2015 1:23 PM
To: Karl Sherry
Cc: Peter Hayes; Gary Marino (gmarino@provwater.com); Michael@McElroyLawOffice.com; Gregg Giasson; Joe Spemulli; Peter LePage; Peter Pallozzi; Ricky Caruolo; Steven Santaniello
Subject: Providence Water - 125 Dupont - Counter Offer
Importance: High

Karl,

In response to your Counter Proposal dated March 19, 2015, our client (The Providence Water Supply Board) has authorized us to submit the attached Counter Offer for the purchase of 125 Dupont Drive in Providence, RI.

Please let us know if you have any questions.

We look forward to your favorable response.

All the best,
Matt

Matt Fair
Broker

T +1 (401) 273-1980
M +1 (401) 742-8010
F +1 (401) 421-4207
mfair@hayessherry.com<mailto:mfair@hayessherry.com>

[Summit-CW_logo.gif]<<http://www.hayessherry.com/>>

Hayes & Sherry Real Estate Services
A Member of the Cushman & Wakefield Alliance
146 Westminster Street, 2nd floor, Providence, RI 02903 USA

[cid:image002.jpg@01D067D3.BE8BFCB0]<<http://www.facebook.com/CushmanWakefield>>
[cid:image003.jpg@01D067D3.BE8BFCB0] <<http://www.linkedin.com/company/4060>>
[cid:image004.jpg@01D067D3.BE8BFCB0] <<http://www.twitter.com/CushWake>> [YouTube Logo.svg]
<http://www.youtube.com/user/thecushmanwakefield?feature=results_main>

Perspective: C&W's 2012/2013 Annual Review: now available
online<<http://annualreview.cushwake.com/>>

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We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-22: Please describe:

- a. How Providence Water intends to issue a public RFP for construction and renovation of the COF at the Dupont Drive property.
- b. When will Providence issue the RFP?
- c. Will the RFP be for Design and Build or will these two services be separate?

Response:

- a. Providence Water recently solicited proposals from consulting firms that are listed on the Architectural/Engineering (A/E) Services contract to develop a 35% design and assist in the preparation of a bid for Construction Manager at Risk (CMAR). Providence Water intends to award the bid to the successful bidder by July 10, 2015. The CMAR procurement method has the following advantages.
 - (1) CMAR allows the Construction Manager (CM) to be involved during design development. The CM input into the design allows for construction efficiencies to be built into the design and results in potential cost savings to the ratepayer.
 - (2) CMAR requires the CM to provide a guaranteed maximum price during the design development phase. If the price is too high, the scope of work for the project can be reduced without paying a premium for the work and provides potential cost savings to the ratepayers.
 - (3) CMAR requires the CM to manage and provide all subcontract bids and costs to Providence Water. This provides transparency for the ratepayer resulting in no hidden costs or fees.
- b. Providence Water, with the assistance of the A/E consulting firm, anticipates issuing a public RFP for Construction Management at Risk (CMAR) for the construction and renovation of the Central Operations Facility sometime in October or November of 2015.
- c. Please see response for (a).

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-23: Mr. Giasson's testimony states that the construction costs include "converting 100% office space to a mix of 70% office space and 30% garage space" with an estimated cost of \$16.3 million:

- a. Is there currently a tenant or other occupant of the building?
- b. If so, how is the building currently being used?
- c. Please explain in detail what work has to be done to the building so that Providence can use it as a COF.
- d. Please break down in greater detail the General Conditions cost in Exhibit GG-7 and describe in greater detail the General Condition work that has to be done.
- e. Please break down in greater detail the Demolition cost in Exhibit GG-7 and describe in greater detail the demolition work that has to be done.
- f. Please break down in greater detail the Sitework cost in Exhibit GG-7 and describe in greater detail the Sitework that has to be done.
- g. Please break down in greater detail the Temp Requirements cost in Exhibit GG-7 and describe the Temp Requirements in greater detail.
- h. Please break down in greater detail the Roof costs in Exhibit GG-7 and describe in greater detail the Roof work that has to be done.
- i. Please break down in greater detail the Fire Protection costs in Exhibit GG-7 and describe in greater detail the Fire Protection work that has to be done.
- j. Please break down in greater detail the Plumbing costs in Exhibit GG-7 and describe in greater detail the Plumbing work that has to be done.
- k. Please break down in greater detail the HVAC costs in Exhibit GG-7 and describe in greater detail the HVAC work that has to be done.
- l. Please break down in greater detail the Electrical costs in Exhibit GG-7 and describe in greater detail the Electrical work that has to be done.
- m. Please break down in greater detail the Fixtures & Equipment / Security costs in Exhibit GG-7 and describe in greater detail the Fixtures & Equipment / Security work that has to be done.
- n. The Providence Water Supply Board is a department of the City of Providence, as such why does Providence Water anticipate paying almost \$300,000 of permit fees to the City of Providence.
- o. Please explain the 3.25% CM Fee on Exhibit GG-7. To whom will this be paid? Does Providence anticipate hiring an independent construction manager?

PROVIDENCE WATER SUPPLY BOARD

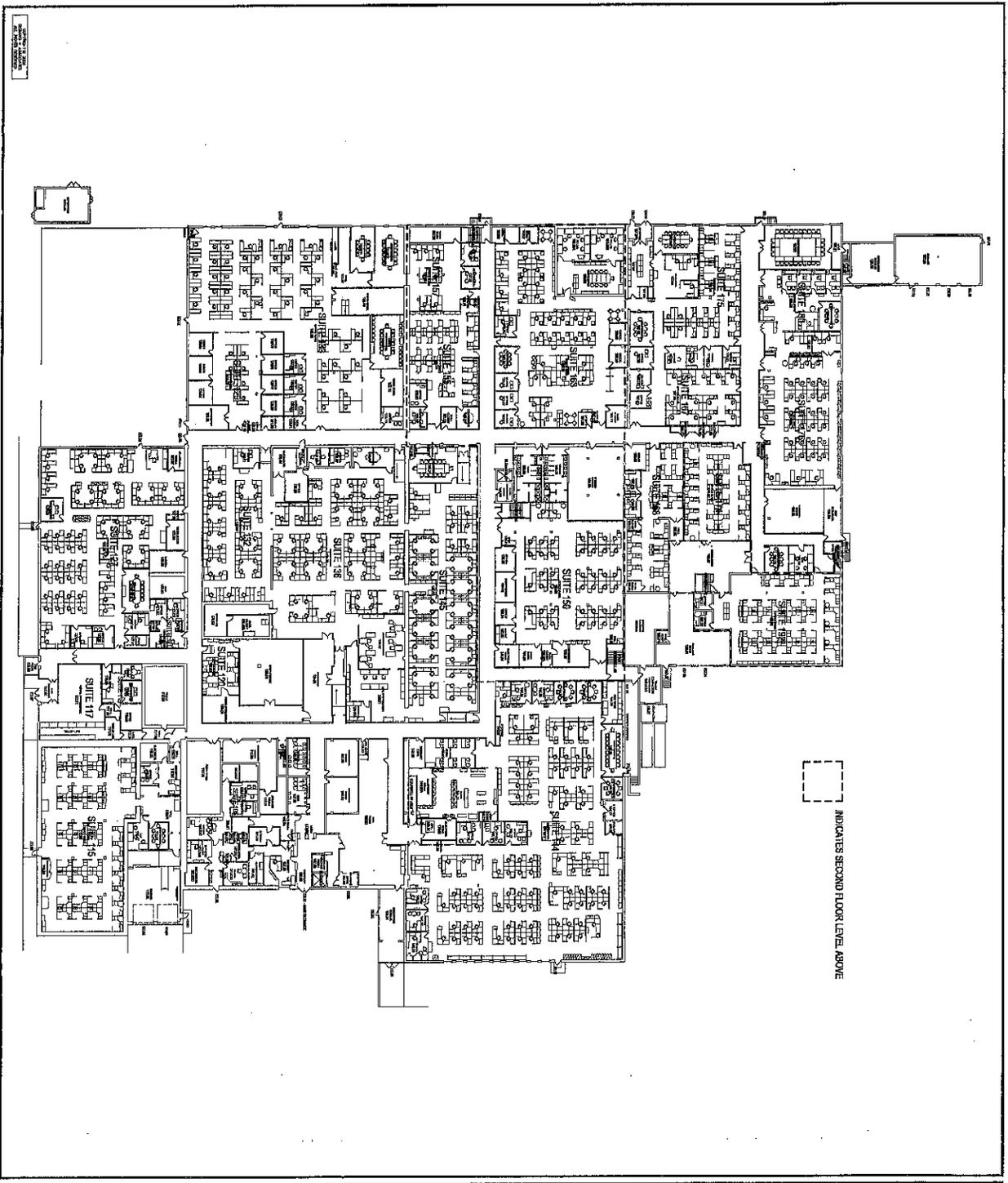
Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

- Response:**
- a. Currently Bank of America is a tenant in the building.
 - b. The building is primarily used for office space.
 - c. Providence Water has completed a planning level layout (attached) of the proposed COF at 125 Dupont Drive. This layout was provided to Dimeo and a Pre-Design Order of Magnitude Budget Estimate (attached) was developed. The basis of the estimate is the layout provided to Dimeo and the 80 years of professional knowledge from past Dimeo projects, in conjunction with up to date market pricing. The purpose of a planning level estimate is to provide the upper end cost for renovations. The planning level estimate includes a 10% contingency for design and a 10% contingency for unexpected construction costs.

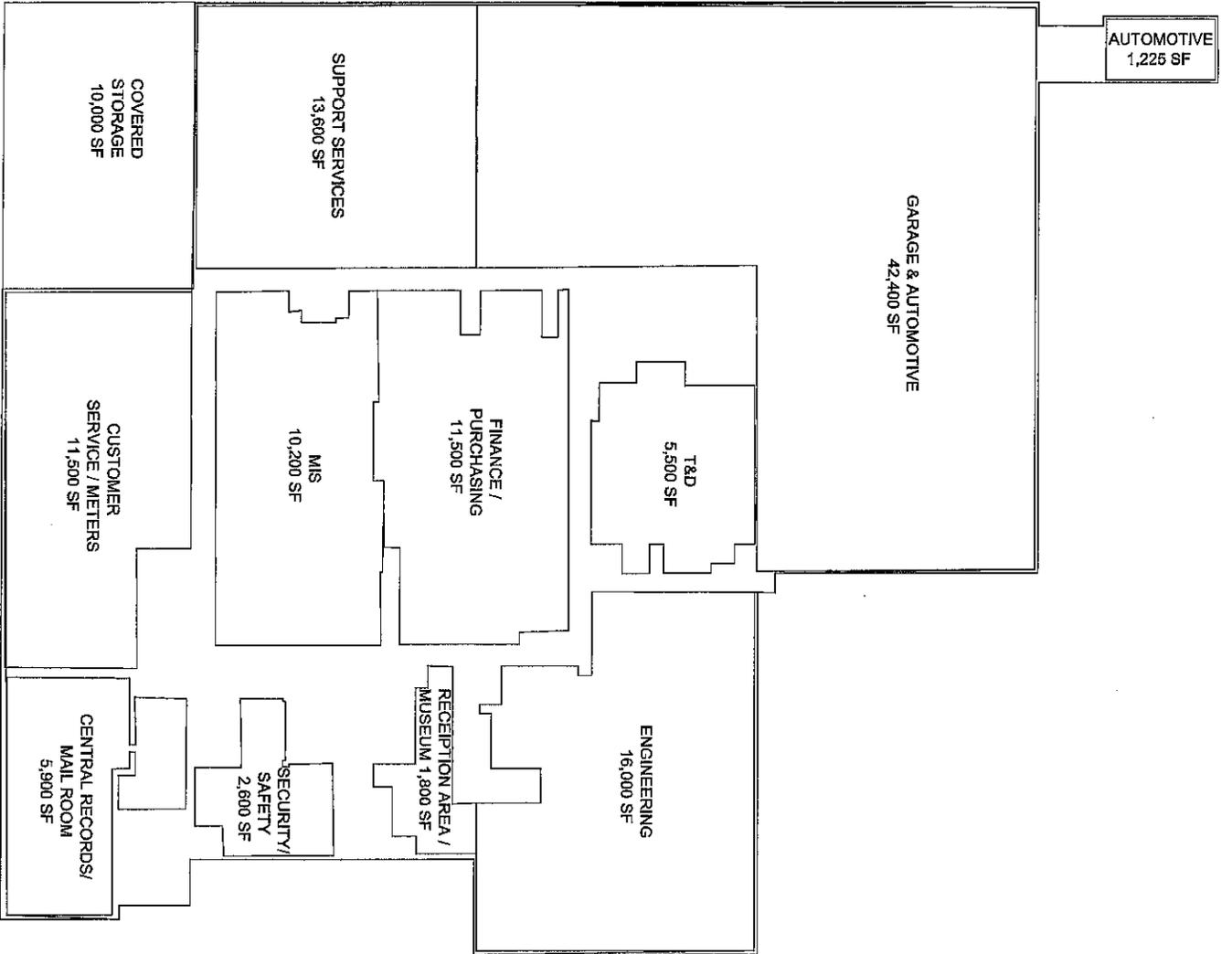
As stated in the response to BCWA 1-22, Providence Water will be procuring the services of an A/E consultant to develop a 35% design. As part of this design, the consultant will develop the most cost effective and efficient design for the COF. Included within this design will be an evaluation of LEED certification and renewable energy alternatives to reduce the long term operating costs of the COF.

- d. – m. See response to (c).
- n. Providence Water has paid permit fees to the City of Providence for many years.
- o. As stated in the response to BCWA 1-22, Providence Water is planning on utilizing the Construction Manager at Risk (CMAR) procurement method. The 3.25% is Dimeo's estimated Construction Management fee.

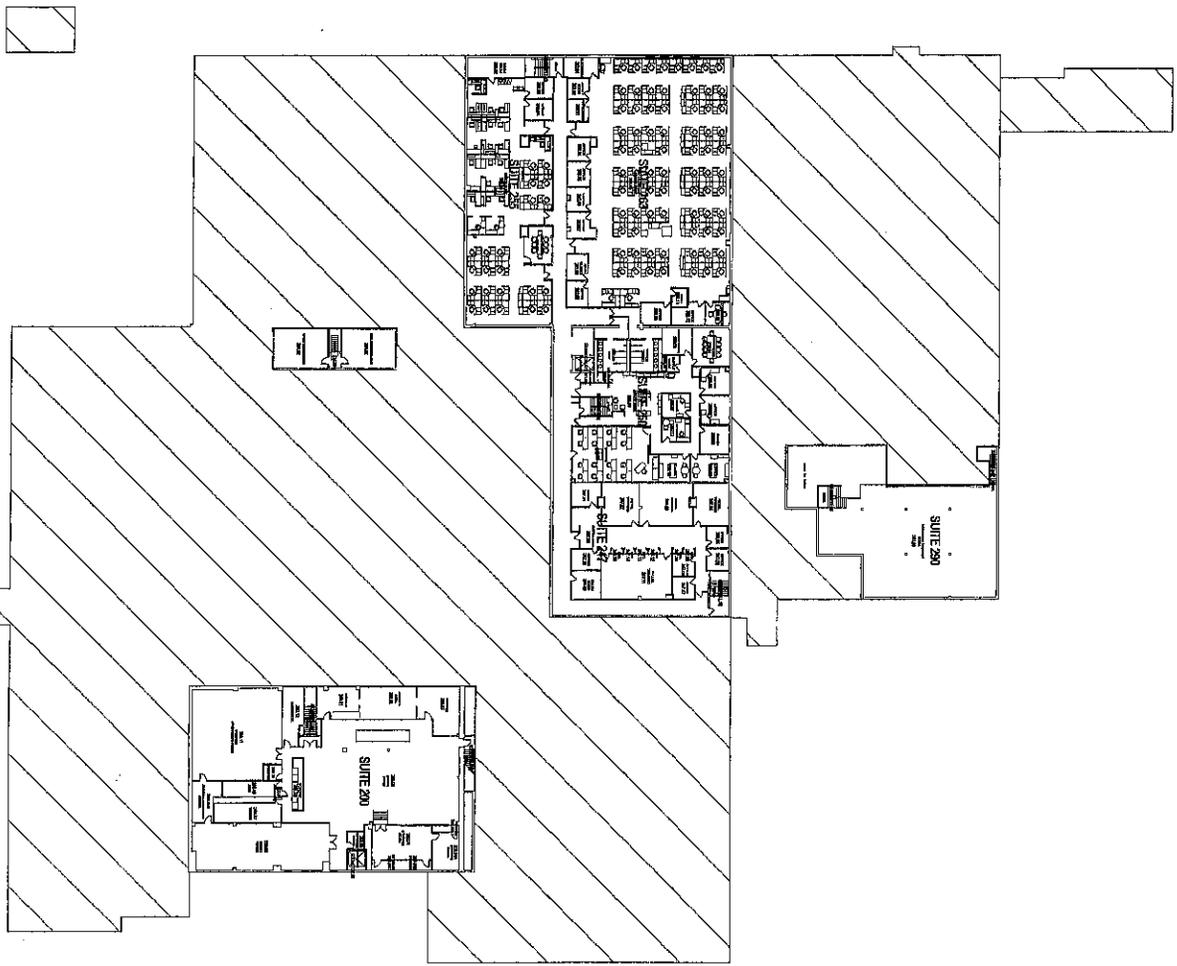


INDICATES SECOND FLOOR LEVEL ABOVE

		Bank of America 125 AIRPORT DRIVE PRINCEDALE, RI	
NEW FIRST FLOOR PLAN		1.1	



DATE: 10/15/03
BY: [Signature]



Bank of America
125 DUPONT DRIVE
PROVIDENCE, RI

NEW SECOND FLOOR PLAN

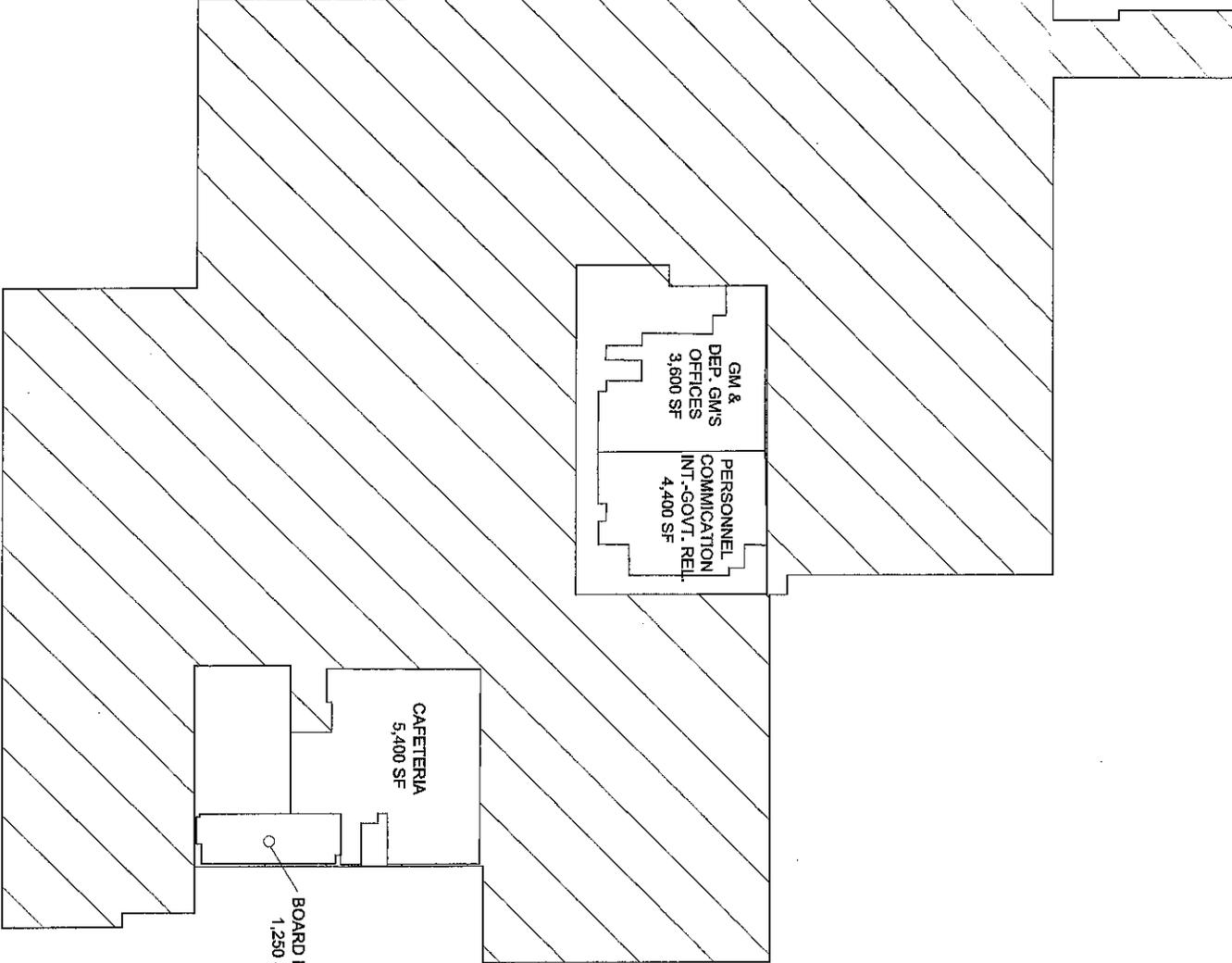
PROJECT NO.	12
DATE	10/15/03
BY	[Signature]
CHECKED BY	[Signature]
SCALE	AS SHOWN

GM &
DEP. GMS
OFFICES
3,600 SF

PERSONNEL
COMMUNICATION
INT.-GOVT. REL.
4,400 SF

CAFETERIA
5,400 SF

BOARD ROOM
1,250 SF





Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total	Amount
01000 General Conditions					
00 General Conditions					
01	General Conditions	8.00 mnth	50,000.00 /mnth		400,000
	00 General Conditions				400,000
	1,386.64 Labor hours				
01000 General Conditions				2.29 /sf	400,000
	175,000.00 sf				
	1,386.64 Labor hours				
02050 Demolition					
02 Windows & Skylights					
234b	Remove exterior wall for new windows	100.00 ea	500.00 /ea		50,000
----	Cut deck, structure, etc for skylights	160.00 ea	20.00 /ea		3,200
----	Cut deck, structure, etc for skylights	160.00 ea	20.00 /ea		3,200
----	Cut deck, structure, etc for skylights	160.00 ea	20.00 /ea		3,200
----	Cut deck, structure, etc for skylights	160.00 ea	20.00 /ea		3,200
	02 Windows & Skylights				62,800
03 01- Customer Service					
02	Gut 1/2 Space for storage purposes <i>Assume ceiling & lighting stays in place</i>	4,350.00 sf	3.00 /sf		13,050
02	Gut 1/2 Space for finishes & layout in office	4,350.00 sf	5.00 /sf		21,750
	03 01- Customer Service				34,800
04 02- Customer Service Lobby					
02	Demolition	2,800.00 sf	3.00 /sf		8,400
	04 02- Customer Service Lobby				8,400
05 03- Central Records / Mail Rm					
02	Demolition <i>Misc removal of FF&E, as req'd</i>	5,900.00 sf	1.00 /sf		5,900
	05 03- Central Records / Mail Rm				5,900
06 04- Support Services					
02	Gut for Warehouse purposes	10,600.00 sf	5.00 /sf		53,000
02	Gut for finishes & layout in office	3,000.00 sf	5.00 /sf		15,000
----	Open exterior wall for new loading dock, doors & misc	1.00 ls	10,000.00 /ls		10,000
	06 04- Support Services				78,000
07 05- MIS					
02	Demolition <i>Misc removal of FF&E, as req'd</i>	10,200.00 sf	0.50 /sf		5,100
	07 05- MIS				5,100
08 06- Security / Safety					
02	Gut for finishes & layout in office	2,600.00 sf	5.00 /sf		13,000
	08 06- Security / Safety				13,000
09 07- Finance / Purchasing					
02	Demolition <i>Misc removal of FF&E, as req'd</i>	11,500.00 sf	1.00 /sf		11,500



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total Amount
	09 07- Finance / Purchasing			11,500
	10 08- Reception Area / Museum			
02	Demolition	1,800.00 sf	5.00 /sf	9,000
	10 08- Reception Area / Museum			9,000
	11 09- Garage / Automotive			
02	Demolition- 1st Flr	13,600.00 sf	5.00 /sf	68,000
02	Demolition- completely demolish 2nd Flr	13,600.00 sf	10.00 /sf	136,000
	11 09- Garage / Automotive			204,000
	12 10- T&D			
02	Gut for finishes & layout	5,500.00 sf	5.00 /sf	27,500
	12 10- T&D			27,500
	13 11- Engineering			
02	Gut 1/2 Space for finishes & layout in office	16,000.00 sf	5.00 /sf	80,000
	13 11- Engineering			80,000
	14 12- Garage Automotive			
02	Demolition- 1st Flr	28,800.00 sf	5.00 /sf	144,000
02	Demolition- completely demolish 2nd Flr	6,250.00 sf	10.00 /sf	62,500
	14 12- Garage Automotive			206,500
	15 13- Automotive			
02	Demolition	1,225.00 sf	1.00 /sf	1,225
	<i>Misc removal of FF&E, as req'd</i>			
	15 13- Automotive			1,225
	16 14- GM / Upper Management			
02	Gut for finishes & layout in office	3,600.00 sf	5.00 /sf	18,000
	16 14- GM / Upper Management			18,000
	17 15- Personnel / Comm / Int Govt Rel			
02	Gut for finishes & layout in office	4,400.00 sf	5.00 /sf	22,000
	17 15- Personnel / Comm / Int Govt Rel			22,000
	18 16- Cafeteria (Existing)			
02	Demolition	5,400.00 sf	0.50 /sf	2,700
	<i>Misc removal of FF&E, as req'd</i>			
	18 16- Cafeteria (Existing)			2,700
	19 17- Board Room			
02	Demolition	1,250.00 sf	0.50 /sf	625
	<i>Misc removal of FF&E, as req'd</i>			
	19 17- Board Room			625
	21 Corridors			
02	Demolition	8,350.00 sf	2.00 /sf	16,700
	21 Corridors			16,700
	22 "Other" Areas			
02	Demolition	30,000.00 sf	2.00 /sf	60,000
	22 "Other" Areas			60,000
	02050 Demolition		4.96 /sf	867,750
	175,000.00 sf			



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total	Amount
02100 Sitework					
01 Sitework / Landscape					
10	Ramps, Parking Layout, Oil Separator	1.00 ls	450,000.00 /ls		450,000
10	Interior E&B for underslab	1.00 ls	50,000.00 /ls		50,000
	01 Sitework / Landscape				500,000
11 09- Garage / Automotive					
10	Cut slab, E&B for underslab drainage	13,600.00 sf	4.00 /sf		54,400
	11 09- Garage / Automotive				54,400
14 12- Garage Automotive					
10	Cut slab, E&B for underslab drainage	28,800.00 sf	4.00 /sf		115,200
	14 12- Garage Automotive				115,200
02100 Sitework			3.83 /sf		669,600
175,000.00 sf					
02900 Landscape					
01 Sitework / Landscape					
01	Landscape & Fence Allowance	1.00 ls	50,000.00 /ls		50,000
	01 Sitework / Landscape				50,000
02900 Landscape			0.29 /sf		50,000
175,000.00 sf					
03100 Concrete					
06 04- Support Services					
01	Loading Dock / Pit / Ramp / Stairs / etc	1.00 ls	15,000.00 /ls		15,000
	06 04- Support Services				15,000
11 09- Garage / Automotive					
01	Patch Slab @ drainage E&B + Structure alterations	13,600.00 ls	3.00 /ls		40,800
	11 09- Garage / Automotive				40,800
14 12- Garage Automotive					
01	Patch Slab @ drainage E&B + Structure alterations	28,800.00 ls	3.00 /ls		86,400
	14 12- Garage Automotive				86,400
03100 Concrete			0.813/sf		142,200
175,000.00 sf					



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total Amount
04200 Masonry				
010c	11 09- Garage / Automotive 8" CMU	2,400.00 sf	25.00 /sf	60,000
	11 09- Garage / Automotive			60,000
010c	14 12- Garage Automotive 8" CMU	3,840.50 sf	25.00 /sf	96,013
	14 12- Garage Automotive			96,013
04200 Masonry			0.892/sf	156,013
175,000.00 sf				
05100 Steel Structure				
100c	02 Windows & Skylights Reconfig roof structure for skylights	1.00 ls	36,000.00 /ls	36,000
	02 Windows & Skylights			36,000
100c	11 09- Garage / Automotive Reconfigure structure as needed for Garage layout	13,600.00 sf	5.00 /sf	68,000
	11 09- Garage / Automotive			68,000
100c	14 12- Garage Automotive Reconfigure structure as needed for Garage layout	28,800.00 sf	5.00 /sf	144,000
	14 12- Garage Automotive			144,000
05100 Steel Structure			1.42 /sf	248,000
175,000.00 sf				
05500 Misc Metals				
06 04- Support Services				
001a	Loading Dock Embedded Angle	25.00 lf	25.00 /lf	625
025a	Loading Dock Steel Grate Stairs and Railings	2.00 set	1,750.00 /set	3,500
070a	Sump Pit Covers	2.00 ea	250.00 /ea	500
500c	Overhead Door Support and Frame	2.00 ea	2,000.00 /ea	4,000
06 04- Support Services				8,625
11 09- Garage / Automotive				
500c	Overhead Door Support and Frame	2.00 ea	2,000.00 /ea	4,000
	11 09- Garage / Automotive			4,000
14 12- Garage Automotive				
500c	Overhead Door Support and Frame	2.00 ea	2,000.00 /ea	4,000
	14 12- Garage Automotive			4,000



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total Amount
	05500 Misc Metals		0.10 /sf	16,625
	175,000.00 sf			
	06100 Temp Requirements			
<hr/>				
	03 01- Customer Service			
02	Temp Requirements	8,700.00 sf	5.00 /sf	43,500
	03 01- Customer Service			43,500
	04 02- Customer Service Lobby			
02	Temp Requirements	2,800.00 sf	10.00 /sf	28,000
	04 02- Customer Service Lobby			28,000
	05 03- Central Records / Mail Rm			
02	Temp Requirements	5,900.00 sf	1.00 /sf	5,900
	05 03- Central Records / Mail Rm			5,900
	06 04- Support Services			
02	Temp Requirements	13,600.00 sf	4.00 /sf	54,400
	06 04- Support Services			54,400
	07 05- MIS			
02	Temp Requirements	10,200.00 sf	2.00 /sf	20,400
	07 05- MIS			20,400
	08 06- Security / Safety			
02	Temp Requirements	2,600.00 sf	3.00 /sf	7,800
	08 06- Security / Safety			7,800
	09 07- Finance / Purchasing			
02	Temp Requirements	11,500.00 sf	2.00 /sf	23,000
	09 07- Finance / Purchasing			23,000
	10 08- Reception Area / Museum			
02	Temp Requirements	1,800.00 sf	3.00 /sf	5,400
	10 08- Reception Area / Museum			5,400
	11 09- Garage / Automotive			
02	Temp Requirements	13,600.00 sf	3.00 /sf	40,800
	11 09- Garage / Automotive			40,800
	12 10- T&D			
02	Temp Requirements	5,500.00 sf	4.00 /sf	22,000
	12 10- T&D			22,000
	13 11- Engineering			
02	Temp Requirements	16,000.00 sf	3.00 /sf	48,000
	13 11- Engineering			48,000
	14 12- Garage Automotive			
02	Temp Requirements	28,800.00 sf	3.00 /sf	86,400
	14 12- Garage Automotive			86,400
	15 13- Automotive			
02	Temp Requirements	1,225.00 sf	2.00 /sf	2,450



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total Amount
	15 13- Automotive			
	15 13- Automotive			<u>2,450</u>
	16 14- GM / Upper Management			
02	Temp Requirements	3,600.00 sf	5.00 /sf	<u>18,000</u>
	16 14- GM / Upper Management			18,000
	17 15- Personnel / Comm / Int Govt Rel			
02	Temp Requirements	4,400.00 sf	5.00 /sf	<u>22,000</u>
	17 15- Personnel / Comm / Int Govt Rel			22,000
	18 16- Cafeteria (Existing)			
02	Temp Requirements	5,400.00 sf	2.00 /sf	<u>10,800</u>
	18 16- Cafeteria (Existing)			10,800
	19 17- Board Room			
02	Temp Requirements	1,250.00 sf	4.00 /sf	<u>5,000</u>
	19 17- Board Room			5,000
	21 Corridors			
02	Temp Requirements	8,350.00 sf	10.00 /sf	<u>83,500</u>
	21 Corridors			83,500
	22 "Other" Areas			
02	Temp Requirements	30,000.00 sf	3.00 /sf	<u>90,000</u>
	22 "Other" Areas			90,000
	06100 Temp Requirements		3.53 /sf	617,350
	175,000.00 sf			
	06200 Millwork			
	03 01- Customer Service			
02	Millwork	4,350.00 sf	5.00 /sf	<u>21,750</u>
	Copy / supply areas, etc...			
	03 01- Customer Service			21,750
	04 02- Customer Service Lobby			
02	Millwork	1.00 ls	50,000.00 /ls	<u>50,000</u>
	Wood Base, Service Line / Service Counter, Queing line, Copy / Supply, etc...			
	04 02- Customer Service Lobby			50,000
	06 04- Support Services			
02	Millwork	3,000.00 sf	4.00 /sf	<u>12,000</u>
	Copy / supply areas, etc...			
	06 04- Support Services			12,000
	08 06- Security / Safety			
02	Millwork	2,600.00 sf	6.50 /sf	<u>16,900</u>
	Copy / supply areas, etc...			
	08 06- Security / Safety			16,900
	10 08- Reception Area / Museum			
02	Millwork	1.00 ls	25,000.00 /ls	<u>25,000</u>
	Wood Base, Paneling, Displays			



Item	Description	Takeoff Qty	Unit Cost	Total	Amount
	10 08- Reception Area / Museum				25,000
	12 10- T&D				
02	Millwork Kitchenette, Locker Rm, etc...	5,500.00 sf	8.00 /sf		44,000
	12 10- T&D				44,000
	13 11- Engineering				
02	Millwork Copy / supply areas, etc...	16,000.00 sf	2.00 /sf		32,000
	13 11- Engineering				32,000
	16 14- GM / Upper Management				
02	Millwork Copy / supply areas, etc...	3,600.00 sf	5.00 /sf		18,000
	16 14- GM / Upper Management				18,000
	17 15- Personnel / Comm / Int Govt Rel				
02	Millwork Copy / supply areas, etc...	4,400.00 sf	5.00 /sf		22,000
	17 15- Personnel / Comm / Int Govt Rel				22,000
	19 17- Board Room				
02	Millwork	1,250.00 sf	8.00 /sf		10,000
	19 17- Board Room				10,000
	06200 Millwork		1.44 /sf		251,650
	175,000.00 sf				
	07400 Metal Panel				
	02 Windows & Skylights				
02	Metal Panel trim touch up at new windows	100.00 ea	1,000.00 /ea		100,000
	02 Windows & Skylights				100,000
	07400 Metal Panel		0.571/sf		100,000
	175,000.00 sf				
	07500 Roof				
	02 Windows & Skylights				
003c	Roof patching	1.00 ls	15,000.00 /ls		15,000
10	Skylight 1 10' x 16' w/ 6/12 pitch	160.00 sf	230.94 /sf		36,950
10	Skylight 2 10' x 16' w/ 6/12 pitch	160.00 sf	230.94 /sf		36,950
10	Skylight 3 10' x 16' w/ 6/12 pitch	160.00 sf	230.94 /sf		36,950
10	Skylight 4 10' x 16' w/ 6/12 pitch	160.00 sf	230.94 /sf		36,950
	02 Windows & Skylights				162,802



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total	Amount
	07500 Roof		0.93 /sf		162,802
	175,000.00 sf				
	07900 Joint Sealants				
<hr/>					
	03 01- Customer Service				
01	Misc Joint Sealants	1.00	Is	3,500.00 /Is	<u>3,500</u>
	03 01- Customer Service				3,500
	04 02- Customer Service Lobby				
01	Misc Joint Sealants	1.00	Is	3,500.00 /Is	<u>3,500</u>
	04 02- Customer Service Lobby				3,500
	06 04- Support Services				
01	Misc Joint Sealants	1.00	Is	3,500.00 /Is	<u>3,500</u>
	06 04- Support Services				3,500
	08 06- Security / Safety				
01	Misc Joint Sealants	1.00	Is	1,500.00 /Is	<u>1,500</u>
	08 06- Security / Safety				1,500
	10 08- Reception Area / Museum				
01	Misc Joint Sealants	1.00	Is	3,500.00 /Is	<u>3,500</u>
	10 08- Reception Area / Museum				3,500
	11 09- Garage / Automotive				
01	Misc Joint Sealants	1.00	Is	3,500.00 /Is	<u>3,500</u>
	11 09- Garage / Automotive				3,500
	12 10- T&D				
01	Misc Joint Sealants	1.00	Is	3,500.00 /Is	<u>3,500</u>
	12 10- T&D				3,500
	13 11- Engineering				
01	Misc Joint Sealants	1.00	Is	3,500.00 /Is	<u>3,500</u>
	13 11- Engineering				3,500
	14 12- Garage Automotive				
01	Misc Joint Sealants	1.00	Is	5,000.00 /Is	<u>5,000</u>
	14 12- Garage Automotive				5,000
	16 14- GM / Upper Management				
01	Misc Joint Sealants	1.00	Is	2,500.00 /Is	<u>2,500</u>
	16 14- GM / Upper Management				2,500
	17 15- Personnel / Comm / Int Govt Rel				
01	Misc Joint Sealants	1.00	Is	2,500.00 /Is	<u>2,500</u>
	17 15- Personnel / Comm / Int Govt Rel				2,500
	19 17- Board Room				
01	Misc Joint Sealants	1.00	Is	1,000.00 /Is	<u>1,000</u>
	19 17- Board Room				1,000



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total Amount
07900 Joint Sealants			0.211/sf	37,000
175,000.00 sf				
08100 Doors / Frames / Hardware				
03 01- Customer Service				
01	Doors, Frames and Hardware <i>Private Offices, Storage Rm to Open Office Doors, etc...</i>	10.00 ea	2,500.00 /ea	25,000
03 01- Customer Service				25,000
04 02- Customer Service Lobby				
01	Doors, Frames and Hardware	3.00 ea	2,500.00 /ea	7,500
04 02- Customer Service Lobby				7,500
06 04- Support Services				
01	Doors, Frames and Hardware	4.00 ea	2,500.00 /ea	10,000
06 04- Support Services				10,000
08 06- Security / Safety				
01	Doors, Frames and Hardware	3.00 ea	2,500.00 /ea	7,500
08 06- Security / Safety				7,500
09 07- Finance / Purchasing				
01	Doors, Frames and Hardware <i>Private Offices</i>	4.00 ea	2,500.00 /ea	10,000
09 07- Finance / Purchasing				10,000
11 09- Garage / Automotive				
01	Doors, Frames and Hardware	4.00 ea	2,500.00 /ea	10,000
11 09- Garage / Automotive				10,000
12 10- T&D				
01	Doors, Frames and Hardware	5.00 ea	2,500.00 /ea	12,500
12 10- T&D				12,500
13 11- Engineering				
01	Doors, Frames and Hardware <i>Private Offices, misc</i>	6.00 ea	2,500.00 /ea	15,000
13 11- Engineering				15,000
14 12- Garage Automotive				
01	Doors, Frames and Hardware	8.00 ea	2,500.00 /ea	20,000
14 12- Garage Automotive				20,000
16 14- GM / Upper Management				
01	Doors, Frames and Hardware <i>Private Offices, misc</i>	10.00 ea	2,500.00 /ea	25,000
16 14- GM / Upper Management				25,000
17 15- Personnel / Comm / Int Govt Rel				
01	Doors, Frames and Hardware <i>Private Offices, misc</i>	8.00 ea	2,500.00 /ea	20,000



Item	Description	Takeoff Qty	Unit Cost	Total	Amount
	17 15- Personnel / Comm / Int Govt Rel				<u>20,000</u>
	19 17- Board Room				
01	Doors, Frames and Hardware	2.00 ea	2,500.00 /ea		<u>5,000</u>
	19 17- Board Room				<u>5,000</u>
	08100 Doors / Frames / Hardware		0.96 /sf		167,500
	175,000.00 sf				
	08300 OH Coiling Door				
	06 04- Support Services				
01	OH / Coiling Door 1	142.00 sf	200.00 /sf		<u>28,400</u>
01	OH / Coiling Door 2	142.00 sf	200.00 /sf		<u>28,400</u>
	06 04- Support Services				<u>56,800</u>
	11 09- Garage / Automotive				
01	OH / Coiling Door 1	142.00 sf	200.00 /sf		<u>28,400</u>
01	OH / Coiling Door 1	142.00 sf	200.00 /sf		<u>28,400</u>
	11 09- Garage / Automotive				<u>56,800</u>
	14 12- Garage Automotive				
01	OH / Coiling Door 1	142.00 sf	200.00 /sf		<u>28,400</u>
01	OH / Coiling Door 1	142.00 sf	200.00 /sf		<u>28,400</u>
	14 12- Garage Automotive				<u>56,800</u>
	08300 OH Coiling Door		0.974/sf		170,400
	175,000.00 sf				
	08410 Glass & Aluminum				
	02 Windows & Skylights				
02	Fixed Aluminum Window	1,600.00 sf	60.00 /sf		<u>96,000</u>
	100 windows @ 4'x4'				
	02 Windows & Skylights				<u>96,000</u>
	03 01- Customer Service				
02	Misc Glazing- Doors, etc	1.00 ls	5,000.00 /ls		<u>5,000</u>
	03 01- Customer Service				<u>5,000</u>
	04 02- Customer Service Lobby				
02	Misc Glazing- Doors, etc	1.00 ls	5,000.00 /ls		<u>5,000</u>
	04 02- Customer Service Lobby				<u>5,000</u>
	06 04- Support Services				
02	Misc Glazing- Doors, etc	1.00 ls	1,000.00 /ls		<u>1,000</u>
	06 04- Support Services				<u>1,000</u>
	08 06- Security / Safety				
02	Misc Glazing- Doors, etc	1.00 ls	1,000.00 /ls		<u>1,000</u>



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total Amount
	08 06- Security / Safety			<u>1,000</u>
	09 07- Finance / Purchasing			
02	Misc Glazing- Doors, etc	1.00 ls	1,500.00 /ls	<u>1,500</u>
	09 07- Finance / Purchasing			<u>1,500</u>
	10 08- Reception Area / Museum			
030c	Glass wall & doors	1,650.00 sf	65.00 /sf	<u>107,250</u>
	10 08- Reception Area / Museum			<u>107,250</u>
	12 10- T&D			
030c	Glass wall & doors	1,000.00 sf	65.00 /sf	<u>65,000</u>
	12 10- T&D			<u>65,000</u>
	13 11- Engineering			
02	Misc Glazing- Doors, etc	1.00 ls	1,500.00 /ls	<u>1,500</u>
	13 11- Engineering			<u>1,500</u>
	16 14- GM / Upper Management			
02	Misc Glazing- Doors, etc	1.00 ls	4,000.00 /ls	<u>4,000</u>
	16 14- GM / Upper Management			<u>4,000</u>
	17 15- Personnel / Comm / Int Govt Rel			
02	Misc Glazing- Doors, etc	1.00 ls	4,000.00 /ls	<u>4,000</u>
	17 15- Personnel / Comm / Int Govt Rel			<u>4,000</u>
	08410 Glass & Aluminum		1.664/sf	291,250
	175,000.00 sf			
	09250 Drywall			
	02 Windows & Skylights			
01	Inwall blocking / Framing & patch interior wall at new window	100.00 ea	1,200.00 /ea	<u>120,000</u>
	02 Windows & Skylights			<u>120,000</u>
	03 01- Customer Service			
16c	Demising Partition	1,650.00 sf	20.00 /sf	<u>33,000</u>
18c	Interior Partitions	2,500.00 sf	12.00 /sf	<u>30,000</u>
	03 01- Customer Service			<u>63,000</u>
	04 02- Customer Service Lobby			
040c	GWB Ceilings and Soffits	1,800.00 sf	15.00 /sf	<u>27,000</u>
	04 02- Customer Service Lobby			<u>27,000</u>
	06 04- Support Services			
16c	Demising Partition	2,614.00 sf	20.00 /sf	<u>52,280</u>
	06 04- Support Services			<u>52,280</u>
	09 07- Finance / Purchasing			
18c	Interior Partitions	2,500.00 sf	12.00 /sf	<u>30,000</u>
	09 07- Finance / Purchasing			<u>30,000</u>
	10 08- Reception Area / Museum			
040c	GWB Ceilings and Soffits	1,800.00 sf	15.00 /sf	<u>27,000</u>
18c	Interior Partitions	500.00 sf	12.00 /sf	<u>6,000</u>



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total	Amount
	10 08- Reception Area / Museum				
	10 08- Reception Area / Museum				<u>33,000</u>
18c	13 11- Engineering				
	Interior Partitions	2,500.00 sf	12.00 /sf		<u>30,000</u>
	13 11- Engineering				<u>30,000</u>
18c	16 14- GM / Upper Management				
	Interior Partitions	3,500.00 sf	12.00 /sf		<u>42,000</u>
	16 14- GM / Upper Management				<u>42,000</u>
18c	17 15- Personnel / Comm / Int Govt Rel				
	Interior Partitions	3,500.00 sf	12.00 /sf		<u>42,000</u>
	17 15- Personnel / Comm / Int Govt Rel				<u>42,000</u>
040c	19 17- Board Room				
	GWB Ceilings and Soffits	1,250.00 sf	15.00 /sf		<u>18,750</u>
	19 17- Board Room				<u>18,750</u>
	09250 Drywall		2.62 /sf		458,030
	175,000.00 sf				
	09300 Tile				
005c	04 02- Customer Service Lobby				
	Floor Tile	2,000.00 sf	22.00 /sf		<u>44,000</u>
	04 02- Customer Service Lobby				<u>44,000</u>
005c	10 08- Reception Area / Museum				
	Floor Tile	1,800.00 sf	22.00 /sf		<u>39,600</u>
	10 08- Reception Area / Museum				<u>39,600</u>
	09300 Tile		0.48 /sf		83,600
	175,000.00 sf				
	09510 Ceiling Systems				
	03 01- Customer Service				
02	Ceiling Systems	8,700.00 sf	4.00 /sf		<u>34,800</u>
	03 01- Customer Service				<u>34,800</u>
	04 02- Customer Service Lobby				
02	Ceiling Systems	1,000.00 sf	4.00 /sf		<u>4,000</u>
	04 02- Customer Service Lobby				<u>4,000</u>
	06 04- Support Services				
02	Ceiling Systems	3,000.00 sf	4.00 /sf		<u>12,000</u>
	06 04- Support Services				<u>12,000</u>
	08 06- Security / Safety				
02	Ceiling Systems	2,600.00 sf	4.00 /sf		<u>10,400</u>



Item	Description	Takeoff Qty	Unit Cost	Total Amount
	08 06- Security / Safety			<u>10,400</u>
	12 10- T&D			
02	Ceiling Systems	5,500.00 sf	4.00 /sf	<u>22,000</u>
	12 10- T&D			<u>22,000</u>
	13 11- Engineering			
02	Ceiling Systems	16,000.00 sf	4.00 /sf	<u>64,000</u>
	13 11- Engineering			<u>64,000</u>
	16 14- GM / Upper Management			
02	Ceiling Systems	3,600.00 sf	4.00 /sf	<u>14,400</u>
	16 14- GM / Upper Management			<u>14,400</u>
	17 15- Personnel / Comm / Int Govt Rel			
02	Ceiling Systems	4,400.00 sf	4.00 /sf	<u>17,600</u>
	17 15- Personnel / Comm / Int Govt Rel			<u>17,600</u>
	09510 Ceiling Systems		1.024/sf	179,200
	175,000.00 sf			
	09680 Carpet / Resilient			
	03 01- Customer Service			
135c	Carpet Tile & base	507.50 sy	42.00 /sy	<u>21,315</u>
	03 01- Customer Service			<u>21,315</u>
	04 02- Customer Service Lobby			
135c	Carpet Tile & base	70.00 sy	42.00 /sy	<u>2,940</u>
040c	Rubber Flooring at Service Area	200.00 sf	35.00 /sf	<u>7,000</u>
	04 02- Customer Service Lobby			<u>9,940</u>
	05 03- Central Records / Mail Rm			
135c	Carpet Tile & base <i>Assume ETR</i>	0.00 sy		
	06 04- Support Services			
135c	Carpet Tile & base	350.00 sy	42.00 /sy	<u>14,700</u>
	06 04- Support Services			<u>14,700</u>
	08 06- Security / Safety			
135c	Carpet Tile & base	317.780 sy	42.00 /sy	<u>13,347</u>
	08 06- Security / Safety			<u>13,347</u>
	09 07- Finance / Purchasing			
135c	Carpet Tile & base <i>Assume ETR</i>	0.00 sy		
	12 10- T&D			
015a	VCT & base	2,500.00 sf	6.00 /sf	<u>15,000</u>
	12 10- T&D			<u>15,000</u>
	13 11- Engineering			
135c	Carpet Tile & base	1,866.67 sy	42.00 /sy	<u>78,400</u>



Item	Description	Takeoff Qty	Unit Cost	Total	Amount
	13 11- Engineering				<u>78,400</u>
135c	16 14- GM / Upper Management				
	Carpet Tile & base	420.00 sy	50.00 /sy		<u>21,000</u>
	16 14- GM / Upper Management				<u>21,000</u>
135c	17 15- Personnel / Comm / Int Govt Rel				
	Carpet Tile & base	513.330 sy	50.00 /sy		<u>25,667</u>
	17 15- Personnel / Comm / Int Govt Rel				<u>25,667</u>
135c	19 17- Board Room				
	Carpet Tile & base	145.830 sy	50.00 /sy		<u>7,292</u>
	19 17- Board Room				<u>7,292</u>
135c	21 Corridors				
	Carpet Tile & base	927.78 sy	42.00 /sy		<u>38,967</u>
	21 Corridors				<u>38,967</u>
	09680 Carpet / Resilient		1.404/sf		245,627

175,000.00 sf

09900 Paint

	03 01- Customer Service				
049c	02 Paint walls, frames / doors, etc- Office	4,350.00 sf	1.25 /sf		5,438
	02 Paint walls, frames / doors, etc- Storage	4,350.00 sf	0.90 /sf		3,915
	Concrete floor sealer & prep	4,350.00 sf	1.75 /sf		<u>7,613</u>
	03 01- Customer Service				16,965
	04 02- Customer Service Lobby				
	02 Paint walls, ceilings, frames / doors, etc	2,800.00 sf	1.25 /sf		<u>3,500</u>
	04 02- Customer Service Lobby				3,500
	05 03- Central Records / Mail Rm				
	02 Paint walls, ceilings, frames / doors, etc	5,900.00 sf	0.90 /sf		<u>5,310</u>
	05 03- Central Records / Mail Rm				5,310
	06 04- Support Services				
049c	02 Paint walls, frames / doors, etc- Office	3,000.00 sf	0.90 /sf		2,700
	02 Paint walls, frames / doors, etc- Storage	10,600.00 sf	0.90 /sf		9,540
	Concrete floor sealer & prep	10,600.00 sf	1.75 /sf		<u>18,550</u>
	06 04- Support Services				30,790
	07 05- MIS				
	02 Paint walls, ceilings, frames / doors, etc	10,200.00 sf	0.90 /sf		<u>9,180</u>
	07 05- MIS				9,180
	08 06- Security / Safety				
	02 Paint walls, frames / doors, etc- Office	2,600.00 sf	1.25 /sf		<u>3,250</u>
	08 06- Security / Safety				3,250
	09 07- Finance / Purchasing				
	02 Paint walls, ceilings, frames / doors, etc	11,500.00 sf	1.25 /sf		14,375



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total Amount
	09 07- Finance / Purchasing			14,375
	10 08- Reception Area / Museum			
	02 Paint walls, ceilings, frames / doors, etc	1,800.00 sf	2.50 /sf	4,500
	10 08- Reception Area / Museum			4,500
	11 09- Garage / Automotive			
049c	02 Paint walls, frames / doors, etc- Garage	13,600.00 sf	0.90 /sf	12,240
	Epoxy Coat Floor	13,600.00 sf	3.00 /sf	40,800
	11 09- Garage / Automotive			53,040
	12 10- T&D			
049c	02 Paint walls, frames / doors, etc- Office	5,500.00 sf	1.25 /sf	6,875
	Epoxy Coat Floor	10,600.00 sf	3.00 /sf	31,800
	12 10- T&D			38,675
	13 11- Engineering			
	02 Paint walls, frames / doors, etc- Office	16,000.00 sf	1.25 /sf	20,000
	13 11- Engineering			20,000
	14 12- Garage Automotive			
049c	02 Paint walls, frames / doors, etc- Garage	28,800.00 sf	0.90 /sf	25,920
	Epoxy Coat Floor	28,800.00 sf	3.00 /sf	86,400
	14 12- Garage Automotive			112,320
	15 13- Automotive			
049c	02 Paint walls, ceilings, frames / doors, etc	1,225.00 sf	0.90 /sf	1,103
	Epoxy Coat Floor	1,225.00 sf	3.00 /sf	3,675
	15 13- Automotive			4,778
	16 14- GM / Upper Management			
	02 Paint walls, frames / doors, etc- Office	3,600.00 sf	2.00 /sf	7,200
	16 14- GM / Upper Management			7,200
	17 15- Personnel / Comm / Int Govt Rel			
	02 Paint walls, frames / doors, etc- Office	4,400.00 sf	2.00 /sf	8,800
	17 15- Personnel / Comm / Int Govt Rel			8,800
	18 16- Cafeteria (Existing)			
	02 Paint walls, ceilings, frames / doors, etc	5,400.00 sf	0.90 /sf	4,860
	18 16- Cafeteria (Existing)			4,860
	19 17- Board Room			
	02 Paint walls, ceilings, frames / doors, etc	1,250.00 sf	0.90 /sf	1,125
	19 17- Board Room			1,125
	21 Corridors			
	02 Paint walls, ceilings, frames / doors, etc	8,350.00 sf	0.90 /sf	7,515
	21 Corridors			7,515
	22 "Other" Areas			
	02 Paint walls, ceilings, frames / doors, etc	30,000.00 sf	0.90 /sf	27,000
	22 "Other" Areas			27,000
	09900 Paint		2.132/sf	373,183
	175,000.00 sf			



Item	Description	Takeoff Qty	Unit Cost	Total Amount
10440 Signage				
21 Corridors				
018g	Directional and Wayfinding Signage	1.00 ls	25,000.00 /ls	25,000
	21 Corridors			25,000
22 "Other" Areas				
018g	Directional and Wayfinding Signage	1.00 ls	15,000.00 /ls	15,000
	22 "Other" Areas			15,000
10440 Signage			0.23 /sf	40,000
175,000.00 sf				
10505 Lockers				
08 06- Security / Safety				
060	Lockers, bench / platform / blocking, etc	1.00 ks	3,500.00 /ks	3,500
	08 06- Security / Safety			3,500
12 10- T&D				
060	Lockers, bench / platform / blocking, etc	1.00 ks	15,000.00 /ks	15,000
	12 10- T&D			15,000
10505 Lockers			0.11 /sf	18,500
175,000.00 sf				
10605 Wire Mesh Partitions				
03 01- Customer Service				
010c	Wire Mesh Partition	1.00 allw	50,000.00 /allw	50,000
	03 01- Customer Service			50,000
10605 Wire Mesh Partitions			0.29 /sf	50,000
175,000.00 sf				
11160 Loading Dock Equip				
06 04- Support Services				
100c	Dock Bumpers	2.00 ea	250.00 /ea	500
200c	Dock Leveler	2.00 ea	6,500.00 /ea	13,000
275c	Dock Lights	4.00 ea	2,500.00 /ea	10,000
	06 04- Support Services			23,500
11160 Loading Dock Equip			0.134/sf	23,500
175,000.00 sf				



Item	Description	Takeoff Qty	Unit Cost	Total Amount
12500 Window Treatments				
010c	02 Windows & Skylights Manual Shades	100.00 ea	125.00 /ea	12,500
	02 Windows & Skylights			12,500
	12500 Window Treatments		0.071/sf	12,500
	175,000.00 sf			
15300 Fire Protection				
	03 01- Customer Service			
02	Fire Protection	8,700.00 sf	2.00 /sf	17,400
	03 01- Customer Service			17,400
	04 02- Customer Service Lobby			
02	Fire Protection	1.00 sf	2.00 /sf	2
	04 02- Customer Service Lobby			2
	05 03- Central Records / Mail Rm			
02	Fire Protection	5,900.00 sf	2.00 /sf	11,800
	05 03- Central Records / Mail Rm			11,800
	06 04- Support Services			
02	Fire Protection	1.00 sf	2.00 /sf	2
	06 04- Support Services			2
	07 05- MIS			
02	Fire Protection	10,200.00 sf	2.00 /sf	20,400
	07 05- MIS			20,400
	08 06- Security / Safety			
02	Fire Protection	1.00 sf	2.00 /sf	2
	08 06- Security / Safety			2
	09 07- Finance / Purchasing			
02	Fire Protection	1.00 sf	2.00 /sf	2
	09 07- Finance / Purchasing			2
	10 08- Reception Area / Museum			
02	Fire Protection	1,800.00 sf	2.00 /sf	3,600
	10 08- Reception Area / Museum			3,600
	11 09- Garage / Automotive			
02	Fire Protection	13,600.00 sf	4.00 /sf	54,400
	11 09- Garage / Automotive			54,400
	12 10- T&D			
02	Fire Protection	5,500.00 sf	2.00 /sf	11,000
	12 10- T&D			11,000
	13 11- Engineering			
02	Fire Protection	16,000.00 sf	2.00 /sf	32,000



Item	Description	Takeoff Qty	Unit Cost	Amount
	13 11- Engineering			32,000
	14 12- Garage Automotive			
02	Fire Protection	28,800.00 sf	4.00 /sf	115,200
	14 12- Garage Automotive			115,200
	15 13- Automotive			
02	Fire Protection	1,225.00 sf	4.00 /sf	4,900
	15 13- Automotive			4,900
	16 14- GM / Upper Management			
02	Fire Protection	3,600.00 sf	2.00 /sf	7,200
	16 14- GM / Upper Management			7,200
	17 15- Personnel / Comm / Int Govt Rel			
02	Fire Protection	4,400.00 sf	2.00 /sf	8,800
	17 15- Personnel / Comm / Int Govt Rel			8,800
	18 16- Cafeteria (Existing)			
02	Fire Protection	1.00 sf	2.00 /sf	2
	18 16- Cafeteria (Existing)			2
	19 17- Board Room			
02	Fire Protection	1,250.00 sf	2.00 /sf	2,500
	19 17- Board Room			2,500
	21 Corridors			
02	Fire Protection	8,350.00 sf	2.00 /sf	16,700
	21 Corridors			16,700
	22 "Other" Areas			
02	Fire Protection	30,000.00 sf	2.00 /sf	60,000
	22 "Other" Areas			60,000
	15300 Fire Protection		2.091/sf	365,910
	175,000.00 sf			
	15400 Plumbing			
	03 01- Customer Service			
02	Plumbing	8,700.00 sf	1.00 /sf	8,700
	03 01- Customer Service			8,700
	04 02- Customer Service Lobby			
02	Plumbing	2,800.00 sf	4.00 /sf	11,200
	04 02- Customer Service Lobby			11,200
	05 03- Central Records / Mail Rm			
02	Plumbing	5,900.00 sf		
	06 04- Support Services			
02	Plumbing	13,600.00 sf	3.00 /sf	40,800
	06 04- Support Services			40,800
	07 05- MIS			
02	Plumbing	10,200.00 sf	1.00 /sf	10,200



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total	Amount
	07 05- MIS				
	07 05- MIS				<u>10,200</u>
	08 06- Security / Safety				
02	Plumbing	2,600.00 sf	4.00 /sf		<u>10,400</u>
	08 06- Security / Safety				<u>10,400</u>
	09 07- Finance / Purchasing				
02	Plumbing	11,500.00 sf	1.00 /sf		<u>11,500</u>
	09 07- Finance / Purchasing				<u>11,500</u>
	10 08- Reception Area / Museum				
02	Plumbing	1,800.00 sf	2.00 /sf		<u>3,600</u>
	10 08- Reception Area / Museum				<u>3,600</u>
	11 09- Garage / Automotive				
02	Plumbing	13,600.00 sf	4.50 /sf		<u>61,200</u>
	11 09- Garage / Automotive				<u>61,200</u>
	12 10- T&D				
02	Plumbing	5,500.00 sf	8.00 /sf		<u>44,000</u>
	12 10- T&D				<u>44,000</u>
	13 11- Engineering				
02	Plumbing	16,000.00 sf	1.00 /sf		<u>16,000</u>
	13 11- Engineering				<u>16,000</u>
	14 12- Garage Automotive				
02	Plumbing	28,800.00 sf	4.50 /sf		<u>129,600</u>
	14 12- Garage Automotive				<u>129,600</u>
	15 13- Automotive				
02	Plumbing	1,225.00 sf	1.00 /sf		<u>1,225</u>
	15 13- Automotive				<u>1,225</u>
	16 14- GM / Upper Management				
02	Plumbing	3,600.00 sf	2.50 /sf		<u>9,000</u>
	16 14- GM / Upper Management				<u>9,000</u>
	17 15- Personnel / Comm / Int Govt Rel				
02	Plumbing	4,400.00 sf	2.00 /sf		<u>8,800</u>
	17 15- Personnel / Comm / Int Govt Rel				<u>8,800</u>
	18 16- Cafeteria (Existing)				
02	Plumbing	5,400.00 sf	3.50 /sf		<u>18,900</u>
	18 16- Cafeterla (Existing)				<u>18,900</u>
	19 17- Board Room				
02	Plumbing, sf	1,250.00 sf	4.00 /sf		<u>5,000</u>
	19 17- Board Room				<u>5,000</u>
	21 Corridors				
02	Plumbing	8,350.00 sf	2.00 /sf		<u>16,700</u>
	21 Corridors				<u>16,700</u>
	22 "Other" Areas				
02	Plumbing	30,000.00 sf	5.00 /sf		150,000



Item	Description	Takeoff Qty	Unit Cost	Total Amount
	22 "Other" Areas			150,000
	15400 Plumbing		3.182/sf	556,825
	175,000.00 sf			
	15500 HVAC			
	03 01- Customer Service			
02	HVAC	8,700.00 sf	2.00 /sf	17,400
	03 01- Customer Service			17,400
	04 02- Customer Service Lobby			
02	HVAC	2,800.00 sf	2.00 /sf	5,600
	04 02- Customer Service Lobby			5,600
	05 03- Central Records / Mail Rm			
02	HVAC	5,900.00 sf	2.00 /sf	11,800
	05 03- Central Records / Mail Rm			11,800
	06 04- Support Services			
02	HVAC	13,600.00 sf	2.00 /sf	27,200
	06 04- Support Services			27,200
	07 05- MIS			
02	HVAC	10,200.00 sf	2.00 /sf	20,400
	07 05- MIS			20,400
	08 06- Security / Safety			
02	HVAC	2,600.00 sf	2.00 /sf	5,200
	08 06- Security / Safety			5,200
	09 07- Finance / Purchasing			
02	HVAC	11,500.00 sf	2.00 /sf	23,000
	09 07- Finance / Purchasing			23,000
	10 08- Reception Area / Museum			
02	HVAC	1,800.00 sf	2.00 /sf	3,600
	10 08- Reception Area / Museum			3,600
	11 09- Garage / Automotive			
02	HVAC	13,600.00 sf	3.00 /sf	40,800
02	Specialty Exhaust System for IAQ	13,600.00 sf	2.36 /sf	32,096
	11 09- Garage / Automotive			72,896
	12 10- T&D			
02	HVAC	5,500.00 sf	2.00 /sf	11,000
	12 10- T&D			11,000
	13 11- Engineering			
02	HVAC	16,000.00 sf	2.00 /sf	32,000
	13 11- Engineering			32,000
	14 12- Garage Automotive			
02	HVAC	28,800.00 sf	1.00 /sf	28,800
02	Specialty Exhaust System for IAQ	28,800.00 sf	2.36 /sf	67,968



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total	
				Amount	
	14 12- Garage Automotive				96,768
	15 13- Automotive				
02	HVAC	1,225.00 sf	2.00 /sf		2,450
	15 13- Automotive				2,450
	16 14- GM / Upper Management				
02	HVAC	3,600.00 sf	2.00 /sf		7,200
	16 14- GM / Upper Management				7,200
	17 15- Personnel / Comm / Int Govt Rel				
02	HVAC	4,400.00 sf	2.00 /sf		8,800
	17 15- Personnel / Comm / Int Govt Rel				8,800
	18 16- Cafeteria (Existing)				
02	HVAC	5,400.00 sf	2.00 /sf		10,800
	18 16- Cafeteria (Existing)				10,800
	19 17- Board Room				
02	HVAC	1,250.00 sf	2.00 /sf		2,500
	19 17- Board Room				2,500
	21 Corridors				
02	HVAC	8,350.00 sf	2.00 /sf		16,700
	21 Corridors				16,700
	22 "Other" Areas				
02	HVAC	30,000.00 sf	10.00 /sf		300,000
	22 "Other" Areas				300,000
	15500 HVAC		3.86 /sf		675,314
	175,000.00 sf				
	16000 Electrical				
	03 01- Customer Service				
02	Electrical	8,700.00 sf	8.00 /sf		69,600
	03 01- Customer Service				69,600
	04 02- Customer Service Lobby				
02	Electrical	2,800.00 sf	8.00 /sf		22,400
	04 02- Customer Service Lobby				22,400
	05 03- Central Records / Mail Rm				
02	Electrical	5,900.00 sf	5.00 /sf		29,500
	05 03- Central Records / Mail Rm				29,500
	06 04- Support Services				
02	Electrical	13,600.00 sf	8.00 /sf		108,800
	06 04- Support Services				108,800
	07 05- MIS				
02	Electrical	10,200.00 sf	8.00 /sf		81,600



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total	Amount
	07 05- MIS				81,600
	08 06- Security / Safety				
02	Electrical	2,600.00 sf	8.00 /sf		20,800
	08 06- Security / Safety				20,800
	09 07- Finance / Purchasing				
02	Electrical	11,500.00 sf	8.00 /sf		92,000
	09 07- Finance / Purchasing				92,000
	10 08- Reception Area / Museum				
02	Electrical	1,800.00 sf	8.00 /sf		14,400
	10 08- Reception Area / Museum				14,400
	11 09- Garage / Automotive				
02	Electrical	13,600.00 sf	10.00 /sf		136,000
	11 09- Garage / Automotive				136,000
	12 10- T&D				
02	Electrical	5,500.00 sf	8.00 /sf		44,000
	12 10- T&D				44,000
	13 11- Engineering				
02	Electrical	16,000.00 sf	8.00 /sf		128,000
	13 11- Engineering				128,000
	14 12- Garage Automotive				
02	Electrical	28,800.00 sf	10.00 /sf		288,000
	14 12- Garage Automotive				288,000
	15 13- Automotive				
02	Electrical	1,225.00 sf	10.00 /sf		12,250
	15 13- Automotive				12,250
	16 14- GM / Upper Management				
02	Electrical	3,600.00 sf	8.00 /sf		28,800
	16 14- GM / Upper Management				28,800
	17 15- Personnel / Comm / Int Govt Rel				
02	Electrical	4,400.00 sf	8.00 /sf		35,200
	17 15- Personnel / Comm / Int Govt Rel				35,200
	18 16- Cafeteria (Existing)				
02	Electrical	5,400.00 sf	8.00 /sf		43,200
	18 16- Cafeteria (Existing)				43,200
	19 17- Board Room				
02	Electrical	1,250.00 sf	8.00 /sf		10,000
	19 17- Board Room				10,000
	21 Corridors				
02	Electrical	8,350.00 sf	8.00 /sf		66,800
	21 Corridors				66,800
	22 "Other" Areas				
02	Electrical	30,000.00 sf	8.00 /sf		240,000



Pre-Design Order of Magnitude Budget

Item	Description	Takeoff Qty	Unit Cost	Total	Amount
	22 "Other" Areas				240,000
	<i>16000 Electrical</i>		<i>8.41 /sf</i>		<i>1,471,350</i>
	<i>175,000.00 sf</i>				



Estimate Totals

Description	Amount	Totals	Rate
	8,901,677	8,901,677	
Fuel Disp AST Storage Tanks	300.000		
Covered Storage	420.803		
Granular Storage	346.419		
Furniture, FF&E	1,000.000		
Data / Network / Phone	500.000		
Haz Mat Abate Allowance	100.000		
Escalation Factor Excluded			
	2,667,222	11,568,899	
Architectural Fee	925.512		8.000 %
	925,512	12,494,411	
General Liability Insurance	106.203		8.500 \$ / 1.000
Subaward Insurance	149.933		1.200 %
	256,136	12,750,547	
Prov Building Permit 2200+19/k	2.200		
Prov Building Permit 2200+19/k	242.260		19.000 \$ / 1.000
Prov FireDept Permit 3033+4/k	3.033		
Prov FireDept Permit 3000+4/k	51.002		4.000 \$ / 1.000
	298,495	13,049,042	
Contingency- Estimate / Design	1,304,904		10.000 %
Contingency- Construction	1,304,904		10.000 %
	2,609,808	15,658,850	
Construction Management Fee	508.913		3.250 %
	508,913	16,167,763	
P&P Bond	105.090		0.650 %
	105,090	16,272,853	
Total		16,272,853	92.988 /sf

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-24: BCWA 1-24: Please provide copies of all confidentiality agreements entered into by Providence Water with respect to its inspection and negotiations to purchase the property at 125 Dupont Drive, Providence, RI as referenced at the pre-hearing conference on June 30, 2015.

Response: Please reference Gregg Giasson testimony Exhibit GG-4 Item 30 Confidentiality/No Public Disclosure pages 17-18 of the purchase and sales agreement.

The seller was adamant that all discussions and negotiations concerning 125 Dupont Drive remain confidential. He stressed that if the discussions became public all negotiations would stop and the deal would be dead. All offers and counter offers were subject to a confidentiality clause. Please reference the attachments in 1-21.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set 1
July 2, 2015

BCWA 1-25: At the November 13, 2013 hearing in Docket 4406, Boyce Spinelli testified that the City of Providence had instructed Providence Water to “contain” its search for a COF property to the City of Providence (See p. 151-153):

- a. Provide any documentation, including Board meeting minutes, in which this directive was memorialized or referenced.
- b. Please fully explain why the City of Providence directed Providence Water to contain its search to the City of Providence.
- c. Please state under what authority Providence Water was bound to follow this directive.

Response: a. Providence Water does not have any public documents or Board meeting minutes referencing a directive to contain our search in the City of Providence. Discussions took place in Executive Session on the following dates: 5/4/11, 2/21/07 and 8/16/06.

b. Providence Water has been searching for a new facility for the past seven years. Past administrations may have required the search to remain in Providence. The current administration has not required Providence Water to confine our search in the City of Providence.

c. Providence Water would not be obligated to follow any such directive. However, we are under the authority to follow policies set forth by our Board.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set 1
July 2, 2015

- BCWA 1-26:** At the November 13, 2013 hearing in Docket 4406, Boyce Spinelli testified that Providence Water had located a property in Johnston for the COF that had been rejected by the Providence Water Supply Board (See p. 151-153):
- a. Please provide any and all documents related to this property, including, but not limited to those that identify the property, its price, and the costs necessary for its use as a COF.
 - b. Please provide any and all documents, including Board meeting minutes, that memorialize, evidence, document, or refer to Providence Water's rejection of this site.
 - c. Please provide any and all documents that memorialize, evidence, document or refer to any directive from the City of Providence directing or referring to the rejection of this site.

- Response:**
- a. Providence Water does not have any public documents or Board meeting minutes related the site in the Town of Johnston. Discussions took place in Executive Session pertaining to this site on 5/4/11.
 - b. Providence Water does not have any public documents or Board meeting minutes referencing a rejection of a site in the Town of Johnston. Discussions took place in Executive Session pertaining to this site on 5/4/11.
 - c. Providence Water does not have any documents or evidence referring to a directive from the City of Providence rejecting the Johnston site.

PROVIDENCE WATER SUPPLY BOARD

Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-27: At the November 13, 2013 hearing in Docket 4406, Providence Water indicated to the Commission that it sought to build a COF at the lowest cost to ratepayers (See p. 162).

- a. Describe all steps has Providence taken to meet this goal in selecting the Dupont Drive location.
- b. Describe all steps Providence will take in the renovation of the Dupont Drive location to ensure that they result in the lowest cost to ratepayers.
- c. Has Providence designed, evaluated or considered the renovations it will make to the Dupont Drive location, which result in the anticipated costs in GG-7? If so, please provide all designs, mock ups or artists renderings.

- Response:**
- a. Providence Water provided cost estimates in BCWA 4-4 that estimated the cost to build a new COF would range between \$36 to \$40 million. In addition, these costs do not include the purchase of land. As such, the purchase and renovation of the property at 125 Dupont Drive would result in a cost savings of \$6 to \$10 million to the ratepayers.
 - b. As discussed in the responses to BCWA 1-22 and BCWA 1-23, Providence Water has selected a procurement method for both design and construction that will result in the lowest cost to ratepayers.
 - c. See response to BCWA 1-23.

PROVIDENCE WATER SUPPLY BOARD
Docket No.

Data Requests of the
Bristol County Water Authority- Set 1
July 2, 2015

BCWA 1-28: Please state whether Providence can arrange for the parties in this Docket to tour the building and property at the Dupont Drive site and how soon this tour can be arranged.

RESPONSE:

PWSB is working with the property owner and the current tenant to coordinate possible tour dates and times. As soon as we obtain available dates and time, we will notify the service list.

PROVIDENCE WATER SUPPLY BOARD
Docket No.

Data Requests of the
Bristol County Water Authority- Set I
July 2, 2015

BCWA 1-29: With regard to the five “Preliminary Study & Design of Admin & OPS Building” referenced in the actual CIP Expenditures attachment to DIV 1-1:

- a. Please provide full copies of each study and design.
- b. Please provide all RFP, contracts, and correspondence related to the procurement of these studies and designs.

Response:

- a. The Vendor’s titled “ANDOLFO APPRAISAL”, “INTEGRA REALTY”, and “Keystone Consulting” are the three appraisals received for the 125 Dupont Property. Copies of the appraisals are include in the response to data request BCWA 6-20.

The Vendor titled “FIRST STATES INVESTOR” is the \$250,000 deposit that was made when the Purchase and Sale (P&S) was executed.

The Vendor titled “DIMEO CONSTRUCTION CO” was for programming sheets and a preliminary layout for the GE Building located at 586 Atwells Avenue. Copies of the sheets and layout are attached.

- b. The RFP and award for the contract with Dimeo is attached.