



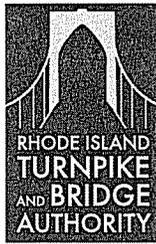
Rhode Island Turnpike and Bridge Authority

One East Shore Road | P.O. Box 437 | Jamestown, Rhode Island 02835-0437

NOTICE

(Posted September 5, 2014)

There will be a meeting of the Rhode Island Turnpike and Bridge Authority on Wednesday, September 10, 2014, 8:30 A.M., at the Authority's office in Jamestown.



Rhode Island Turnpike and Bridge Authority

One East Shore Road | P.O. Box 437 | Jamestown, Rhode Island 02835-0437

Agenda September 10, 2014 8:30 A.M.

1. Call to Order: Stephen C. Waluk, Acting Chairman
2. Public Comments:
3. Approval: Election of RITBA Officers
4. Approval: Minutes of the July 9, 2014 meeting
5. Approval: Pannone Lopes & Devereaux & West
Professional Services for the months of July
and August \$ 23,607.11
6. Approval: Adler Pollock & Sheehan
Professional Services for the months of July
and August 2014 \$ 10,173.07
7. Discussion/Approval: Robinson & Cole
Professional Services from January, 2014 through
June, 2014 \$ 26,387.00
8. Discussion/Approval: Sanef Its RITBA Work Order – Proposal CR010
9. Discussion/Approval: Railroad Bridge (Old Colony)
10. Discussion/Approval: Newport/Pell Bridge Inspection – WSP
11. Discussion/Approval: Mt. Hope Bridge Inspection – Modjeski & Masters
12. Discussion/Approval: Mt. Hope Main Cable Investigation

13. Discussion/Approval: Mt. Hope House Repairs & Lease
14. Discussion/Approval: Median Barrier Design and Update
15. Discussion/Approval: Collective Bargaining Agreement with USAWRI
16. Discussion/Approval: Draft Audited Financial Statements for Year Ended June 30, 2014
17. Discussion/Approval: Establishment of written Policy Re: Cost for Public Records
18. Discussion: Executive Director's Report
 - Meetings / Upcoming Events
 - Staff Report
 - CFO Report
 - Director of Engineering Report
 - Operations, Safety & Security
 - E-ZPass
 - Maintenance
 - Technology
19. Executive Session
 - Pursuant to RI General Laws 42-46-5 (a) (2)
 - Potential Litigation
 - Litigation
 - Pursuant to RI General Laws 42-46-5(a) (3)
 - Security Matters

A meeting of the Rhode Island Turnpike and Bridge Authority was held on Wednesday July 9, 2014 at the Authority's office in Jamestown

The meeting was called to order at 8:40 A.M. by Acting Chairman, Stephen C. Waluk

Members Present:

Stephen C. Waluk, Acting Chairman
Darrell Waldron
Richard S. Humphrey
Michael P. Lewis, Director DOT

Members Absent:

Deborah M. Brayton

Invited Guests:

Buddy Croft, Executive Director
Nancy E. Parrillo, CFO
James Swanberg, Director of Operations, Safety & Security
Eric Offenber, Director of Engineering
Kathi O'Connor, Electronic Toll Collection Manager
James Romano, Chief of Maintenance
Michael Bonsignore, Chief Technology Officer
JoAnn Head, Executive Assistant
Brian Lamoureux, Legal Counsel

Item No. 2

Public Comments:

Mike Buckley complimented the Board on posting Agenda's and Agenda backup's, and Minutes on the RITBA Web-Site.
John Vic asked the Board to remove the toll gantry, block building and propane tanks as soon as possible. He also questioned Budget items.

Item No. 3

Motion by Michael P. Lewis, seconded by Darrell Waldron, passed to approve the minutes of the June 11, 2014 meeting.
Richard S. Humphery recused himself from voting

Item No. 4

Motion by Michael P. Lewis, seconded by Darrell Waldron, passed to approve:
Pannone Lopes & Devereaux & West
Professional Services for the months of

\$ 9,647.87

Richard S. Humphrey recused himself.

RITBA Minutes Wednesday July 9, 2014
Item No. 5

Motion by Darrell Waldron, second by Michael P. Lewis, passed to approve:

Adler Pollock & Sheehan

Professional Services for the months of

\$ 10,395.24

Richard C. Humphrey recused himself from voting.

Item No. 6

Motion by Michael P. Lewis, seconded by Darrell Waldron, passed unanimously to ratify:

Requisition No. 13 \$ 810,836.94

Requisition No. 14 \$ 3,447,068.11

Requisition No. 15 \$ 1,466,591.86

Item No. 7

Motion by Darrell Waldron, second by Michael P. Lewis, passed unanimously, in the form of a resolution, to approve RITBA Commercial Insurance Program contracts to Risk Strategies company for the provision of property/liability insurance for the Claiborne Pell and Mount Hope Bridges for a term of three (3) years; and Starkweather & Shepley Insurance Brokerage Incorporated for the provision of general liability and umbrella insurance coverage for a term of two (2) years, all pursuant to Recommendation of Bostonian.

Item No. 8

Motion by Michael P. Lewis, seconded by Darrell Waldron, passed unanimously, in the form of a resolution, to approve RFP 14-6 "PCI Penetration Testing Services" to Megaplan-IT in the amount of \$17,250.00.

Item No. 9

Motion by Stephen C. Waluk, seconded by Michael P. Lewis, passed unanimously to amend tolls from \$31,334,856.33 to gas tax - \$14,250,000.00 and tolls of \$17,084,856.33.

Motion by Michael P. Lewis, seconded by Darrell Waldron, passed unanimously to approve the budget as amended.

Item No. 10

Chairman's Report – Nothing to report

Item No. 11

Executive Director's Report – Nothing to report

Item No. 12

CFO Report

- May 2014 MTD / YTD Financial Report
- Traffic and Revenue Reports

Item No. 13

Director of Engineering Report

Item No. 14

Electronic Toll Collection manager Report – Nothing to report

Item No. 15

Electronic Toll Collection Manager Report – Nothing to report

Item No. 16

Director of Maintenance – Nothing to report

Item No. 17

Chief Technology Officer – Nothing to report

Item No. 18

The Board suspended the regular board meeting to convene an Executive Session which was called to order at 9:05 A.M. in accordance with Rhode Island's Open Meeting Law, R.I.G.L. 42-26-5(a)(1), (2), (3) and (5) upon motion made by Michael P. Lewis and seconded Deborah M. Brayton . All Board members present voted aye.

Motion by Michael Lewis, seconded by, Darrell Waldron passed unanimously to come out of executive session at 9:35 A.M.

Motion by Michael P. Lewis, seconded by Deborah M. Brayton, moved to adjourn the meeting at 9:37 a.m. and seal the minutes.



Buddy Croft
Secretary

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
RESOLUTION NO. 14-20

PCI PENETRATION TESTING SERVICES

WHEREAS, the Rhode Island Turnpike and Bridge Authority ("Authority") is a body corporate and politic created under Chapter 12 of Title 24 of the General Laws of the State of Rhode Island (the "Act"); and

WHEREAS, the Act authorizes the Authority to maintain and operate the Claiborne Pell, Sakonnet River, Jamestown and Mount Hope Bridges, and to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers; and

WHEREAS, the Authority instituted a formal request for proposal process for the services of a vendor to perform penetration testing of the Authority's information technology network so as to best ensure payment card industry compliance ("RFP 14-6"); and

WHEREAS, the Authority received a total of five (5) proposals in response to RFP 14-6 (collectively, "Proposals") which were each given due consideration and rated upon pertinent criteria including, overall best value, price, references of respective vendors, and overall quality of Proposals; and

WHEREAS, after careful review and due consideration of the Proposals, the Authority desires to select Megaplan-IT, LLC, Megaplan-IT, LLC having the best overall value and second lowest cost at a contract price of Seventeen Thousand Two Hundred Fifty and 00/100 (\$17,250.00) Dollars.

NOW THEREFORE, BE IT RESOLVED, the Board of Directors of the Authority hereby approves and awards contract no. 14-6 to Megaplan-IT, LLC in response to RFP 14-6.

This Resolution has been approved by the Rhode Island Turnpike and Bridge Authority Board members at a meeting of the Board of Directors on July 9, 2014.



Earl Croft, III, Secretary

Dated: July 9, 2014

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
RESOLUTION NO. 14-21

ADOPTION OF FISCAL YEAR 2015 BUDGET

WHEREAS, the Rhode Island Turnpike and Bridge Authority ("Authority") is a body corporate and politic created under Chapter 12 of Title 24 of the General Laws of the State of Rhode Island (the "Act"); and

WHEREAS, the Act authorizes the Authority to maintain and operate the Claiborne Pell, Sakonnet River, Jamestown and Mount Hope Bridges, and to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers; and

WHEREAS, a proposed annual budget for the Fiscal Year 2015 (the "Budget") has been assembled for the Authority's operations; and

WHEREAS, the Board has given due consideration of the aforesaid Budget and has deemed its adoption necessary and advisable for the performance of the Authority's duties and the execution of its powers.

NOW THEREFORE, BE IT RESOLVED that the Authority hereby adopts the Budget.

This Resolution has been approved by the Rhode Island Turnpike and Bridge Authority Board members at a meeting of the Board of Directors on July 9, 2014.



Earl Croft, III, Secretary

Dated: July 9, 2014

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
RESOLUTION NO. 14-19

RITBA COMMERCIAL INSURANCE PROGRAM

WHEREAS, the Rhode Island Turnpike and Bridge Authority (“Authority”) is a body corporate and politic created under Chapter 12 of Title 24 of the General Laws of the State of Rhode Island (the “Act”); and

WHEREAS, the Act authorizes the Authority to maintain and operate the Claiborne Pell, Sakonnet River, Jamestown and Mount Hope Bridges, and to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers; and

WHEREAS, a formal request for proposal process was initiated with respect to insurance procurement for the Authority’s 2014-2015 policy period, as such insurance pertains to property/liability insurance for the Claiborne Pell and Mount Hope Bridges, as well as general liability and umbrella coverage (“RFP”); and

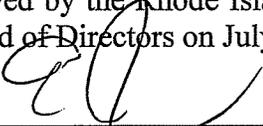
WHEREAS, multiple proposals (collectively, “Proposals”) were received by the Authority’s advisor, Bostonian Group (“Bostonian”), in response to said RFP; and

WHEREAS, after careful review and due consideration by Bostonian of said Proposals Bostonian has recommended that the Authority contract with: (i) Risk Strategies Company to provided property/liability insurance for the Claiborne Pell and Mount Hope Bridges for a term of three (3) years; and (ii) Starkweather & Shepley Insurance Brokerage Incorporated to provided general liability and umbrella insurance coverage for a term of two (2) years (the “Recommendation”); and

WHEREAS, after due consideration, the Board desires to approve and accept the Recommendation of Bostonian and to enter into contracts for insurance pursuant to said Recommendation.

NOW THEREFORE, BE IT RESOLVED, the Board of Directors of the Authority hereby approves, accepts and awards said contracts for insurance to (i) Risk Strategies Company for the provision of property/liability insurance for the Claiborne Pell and Mount Hope Bridges for a term of three (3) years; and (ii) Starkweather & Shepley Insurance Brokerage Incorporated for the provision of general liability and umbrella insurance coverage for a term of two (2) years, all pursuant to the Recommendation of Bostonian.

This Resolution has been approved by the Rhode Island Turnpike and Bridge Authority Board members at a meeting of the Board of Directors on July 9, 2014.



Earl Croft, III, Secretary

Dated: July 9, 2014



RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

BOARD AGENDA ITEM TRACKING SYSTEM

AGENDA ITEM NO. <div style="text-align: center; font-size: 1.5em;">5</div>	DATE PREPARED: SEPTEMBER 4, 2014	SUBJECT: Pannone Lopes Devereaux & West LLC
FOR THE MEETING OF: SEPTEMBER 10, 2014		PREPARED BY: Buddy Croft

SUMMARY DESCRIPTION:

The Authority has engaged Pannone Lopes Devereaux & West LLC, to provide legal services. Submitted for the Board's consideration are the firm's invoices for the months of July and August 2014 amount of \$23,607.11.

FINANCIAL EFFECT: \$23,607.11 (support for \$16,363.03 in executive session)

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	INITIALS	DATE	BOARD ACTION:
√	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>	<i>EC</i>	<i>9/3/2014</i>
	FINANCE <i>NANCY E. PARRILLO</i>		
	ENGINEERING <i>ERIC OFFENBERG</i>		
	PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>		
	MAINTENANCE <i>JIM ROMANO</i>		
	PROCUREMENT		
	OTHER (SPECIFY)		
	OTHER (SPECIFY)		

BOARD ACTION:

TABLED: UNTIL _____

DISCUSSED:
Action Taken:

VOTE TAKEN: **YES** **NO**

APPROVED: **YES** **NO**

RATIFIED

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Rhode Island Turnpike & Bridge Authority
Attn: Earl Croft, III
1 East Shore Road
Jamestown, RI 02835

August 20, 2014

Invoice Number 22168
Federal Tax ID #11-3769678

RE: Public Records Requests

Client Number 356
Matter Number 2913

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
16/Jul/14	WEO	Telephone conference with B. Croft; attention to access to public records issue.	.60	200.00	120.00 ✓
21/Jul/14	WEO	Telephone conference with B. Croft; review requests for documents; telephone conference with client.	.80	200.00	160.00 ✓
23/Jul/14	WEO	Telephone conference with AG's office; review materials related to access to public records request; telephone conference with client.	.80	200.00	160.00 ✓
29/Jul/14	WEO	Review voluminous documents related to records request; telephone conference with B. Croft.	1.20	200.00	240.00 ✓
30/Jul/14	WEO	Respond to public records requests.	.20	200.00	40.00 ✓

317 IRON HORSE WAY, SUITE 301
PROVIDENCE, RHODE ISLAND 02908

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

WWW.PLDW.COM
T 401 824 5100 F 401 824 5123

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Rhode Island Turnpike & Bridge Authority
Attn: Earl Croft, III
1 East Shore Road
Jamestown, RI 02835

August 20, 2014

Invoice Number 22164
Federal Tax ID #11-3769678

RE: General

Client Number 356
Matter Number 790

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
1/Jul/14	MGD	Review rules and regulations governing the non-payment of tolls.	.80	200.00	160.00 ✓
6/Jul/14	MGD	Write detailed memorandum on rulemaking process.	6.00	200.00	1,200.00 ✓
7/Jul/14	BLR	Review board packet and related materials in furtherance of drafting board resolutions; draft board resolutions in anticipation of board meeting.	1.60	200.00	320.00 ✓
9/Jul/14	BJL	Prepare for and attend board meeting and executive session; review various open items on several pieces of litigation in anticipation of same; review meeting packet and agenda items.	2.90	200.00	580.00 ✓

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Invoice # 22164

Page 2

August 20, 2014

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
14/Jul/14	BJL	Correspond with J. Swanberg re: changes needed to Rules and Regulations for toll violators; confer with B. Croft re: same; strategize approach/next steps re: same; begin to flesh out changes needed to RIGL 24-12-37 and 37.1	.40	200.00	80.00 ✓
14/Jul/14	WEO	Meeting with B. Croft regarding open matters; review contract documents; prepare response to access for public records requests.	1.50	200.00	300.00 ✓
15/Jul/14	WEO	Telephone conference with B. Croft.	.20	200.00	40.00 ✓
16/Jul/14	BJL	Correspond with B. Croft re: toll violator issues and logistics.	.10	200.00	20.00 ✓
21/Jul/14	BJL	Substantial drafting and revising of amendments of 24-12-37 and 24-12-37.1 with respect to toll violators/evaders; correspondence re: same.	1.30	200.00	260.00 ✓
22/Jul/14	BJL	Correspondence re: proposed changes to RIGL 24-12-37; review details re: toll amount; meet and confer with B. Croft and S. Waluk re: various contract issues and open items.	1.70	200.00	340.00 ✓

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Invoice # 22164

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August 20, 2014

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
22/Jul/14	WEO	Meeting with client; telephone conference with AG regarding complaint; telephone conference with counsel regarding discovery dispute; telephone conference with client regarding documents.	1.70	200.00	340.00
23/Jul/14	BJL	Correspondence from J. Swanberg re: PLDW's comments/suggested changes to 24-12-37; further consider proposed changes; strategize additional changes necessary.	.40	200.00	80.00
29/Jul/14	BJL	Substantive review and comment upon our draft record series worksheets (prepared by K. Coleman); review RIGL 42-153-4 re: same; correspond with R. Hite of RI Secretary of State's office re: same and next steps of review; correspond and confer with J. Swanberg re: toll violator legislation draft and next steps for moving ball forward.	.10	200.00	20.00

Summary by Attorney

Attorney	Staff Level	Hours	Rate	Amount
William E. O'Gara	Partner	3.40	200.00	680.00
Brian J. Lamoureux	Partner	6.90	200.00	1,380.00
Benjamin L. Rackliffe	Associate	1.60	200.00	320.00
Misty G. Delgado	Associate	6.80	200.00	1,360.00

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Invoice # 22164

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August 20, 2014

Summary by Attorney

Attorney	Staff Level	Hours	Rate	Amount
	Totals	18.70	\$	3,740.00 ✓

DISBURSEMENTS

1/Jul/14	Photocopies	.25		
15/Jul/14	Travel	28.25		
22/Jul/14	Meals	154.40		
	Totals		\$	182.90 ✓
	Total Fee & Disbursements		\$	3,922.90
	Retainers Applied		\$.00
	Balance Now Due		\$	3,922.90 ✓

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Rhode Island Turnpike & Bridge Authority
Attn: Earl Croft, III
1 East Shore Road
Jamestown, RI 02835

September 3, 2014

Invoice Number 22345
Federal Tax ID #11-3769678

RE: Records Retention

Client Number 356
Matter Number 2365

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
4/Aug/14	BJL	Substantive correspondence w/ R. Hite re: RITBA's initial drafts of document retention schedules and next steps re: same; review and comment upon record series worksheets prepared by J. Swanberg; correspondence from K. Coleman and N. Parillo re: RITBA departments.	.80	200.00	160.00

Summary by Attorney

Attorney	Staff Level	Hours	Rate	Amount
Brian J. Lamoureux	Partner	.80	200.00	160.00
Totals		.80	\$	160.00

317 IRON HORSE WAY, SUITE 301
PROVIDENCE, RHODE ISLAND 02908

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COUNSELORS AT LAW

WWW.PLDW.COM
T 401 824 5100 F 401 824 5123

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Invoice # 22345

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September 3, 2014

Total Fee & Disbursements	\$	160.00
Retainers Applied	\$.00
		=====
Balance Now Due	\$	160.00

PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

Rhode Island Turnpike & Bridge Authority
Attn: Earl Croft, III
1 East Shore Road
Jamestown, RI 02835

September 3, 2014

Invoice Number 22343
Federal Tax ID #11-3769678

RE: General

Client Number 356
Matter Number 790

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
13/Aug/14	BJL	Review and analyze termination provisions/issues in Duncan/LES Master Servicer Contract and related amendments; strategize arguments/points of leverage w/ W. O'Gara in connection with same.	.10	200.00	20.00
13/Aug/14	WEO	Review contract documents; follow up with client.	1.50	200.00	300.00
14/Aug/14	BJL	Continue to review and analyze termination provisions/issues in Duncan/LES Master Servicer Contract and related amendments; strategize arguments and next steps.	2.20	200.00	440.00
25/Aug/14	WEO	Telephone conference with B. Croft; telephone conference with AG's office.	.40	200.00	80.00

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WWW.PLDW.COM
T 401 824 5100 F 401 824 5123

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Invoice # 22343

Page 2

September 3, 2014

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
25/Aug/14	WEO	Telephone conference with AG's office; telephone conference with B. Croft.	.30	200.00	60.00
26/Aug/14	BJL	Correspondence from J. Swanberg re: toll violator legislation; draft and revise further changes to same; review and analyze ex post facto law issue through constitutional lens and caselaw; draft substantive reply to J. Swanberg and B. Croft re: same	1.60	200.00	320.00
26/Aug/14	SPM	Research regarding the ex post facto clauses of the United States and Rhode Island Constitutions as it relates to potential legislation involving the Department of Motor Vehicles.	2.20	200.00	440.00
26/Aug/14	WEO	Telephone conference with client; telephone conference with AG's office.	.30	200.00	60.00
27/Aug/14	BJL	Further draft and revise proposed legislative changes to 24-12-37; strategize changes/revisions and refinements needed for same; various substantive correspond with J. Swanberg and B. Croft re: same; attention to detail re: 7/9/14 executive committee minutes.	2.10	200.00	420.00

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Invoice # 22343

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September 3, 2014

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
27/Aug/14	BLR	Review and revise draft legislation re. toll violators.	.40	200.00	80.00
27/Aug/14	SPM	Attention to communication between B. Lamoureux and client regarding potential revisions to R.I.G.L. 24-12-37 and R.I.G.L. 24-12-37.1; review and analysis of prior versions of statutes.	.80	200.00	160.00

Summary by Attorney

Attorney	Staff Level	Hours	Rate	Amount
William E. O'Gara	Partner	2.50	200.00	500.00
Brian J. Lamoureux	Partner	6.00	200.00	1,200.00
Benjamin L. Rackliffe	Associate	.40	200.00	80.00
Sally P. McDonald	Associate	3.00	200.00	600.00
Totals		11.90	\$	2,380.00

DISBURSEMENTS

28/Aug/14	Photocopies	2.25		
Totals		----- 2.25	\$	2.25

Total Fee & Disbursements	\$	2,382.25
Retainers Applied	\$.00
		=====

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Invoice # 22343

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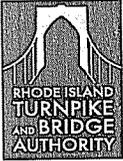
September 3, 2014

Balance Now Due \$ 2,382.25

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PANNONE LOPES DEVEREAUX & WEST LLC
COUNSELORS AT LAW

WWW.PLDW.COM
T 401 824 5100 F 401 824 5123



RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

BOARD AGENDA ITEM TRACKING SYSTEM

AGENDA ITEM NO. 6	DATE PREPARED: SEPTEMBER 2, 2014	SUBJECT: Adler Pollock & Sheehan P.C.
FOR THE MEETING OF: SEPTEMBER 10, 2014		PREPARED BY: Buddy Croft

SUMMARY DESCRIPTION:

The Authority has engaged Adler Pollock & Sheehan P.C., to provide legal services. Submitted for the Board's consideration are the firm's invoices for the months of July and August 2014 amount of \$10,173.07.

FINANCIAL EFFECT: \$10,173.07 (support for \$4,940.00 in executive session)

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR	INITIALS	DATE	BOARD ACTION:
√	EARL J. CROFT III	EJC	9/10/2014	<p>___ TABLED: UNTIL _____</p> <p>___ DISCUSSED: <i>Action Taken:</i></p> <p style="text-align: right;">VOTE TAKEN: ___ YES ___ NO</p> <p style="text-align: right;">APPROVED: ___ YES ___ NO</p> <p>___ RATIFIED</p>
	FINANCE NANCY E. PARRILLO			
	ENGINEERING ERIC OFFENBERG			
	PLAZA OPERATIONS SAFETY & SECURITY JIM SWANBERG			
	MAINTENANCE JIM ROMANO			
	PROCUREMENT			
	OTHER (SPECIFY)			
	OTHER (SPECIFY)			

ADLER POLLOCK & SHEEHAN P.C.

Adler Pollock & Sheehan P.C.
 One Citizens Plaza, 8th Floor
 Providence, RI 02903-1345
 Telephone (401) 274-7200
 Fax (401) 751-0604

175 Federal Street
 Boston, MA 02110
 Telephone (617) 482-0699
 Fax (617) 482-0604

EI # 05-0343749

RECEIVED JUL 12 2014

RI Turnpike & Bridge Authority
 Buddy Croft, Executive Director
 One East Shore Road
 P.O. Box 437
 Jamestown, RI 02835

Invoice Date: July 10, 2014
 Invoice Number: 436809
 Client Number: 401647

For Professional Services Rendered:

001 - General

Date	Timekeeper	Description	Hours	Value
06/25/14	Silveira, L C	Review of memo addressing Open Meetings Act issues; Worked with firm attorney S. DeBlasio) to address related issues.	0.25	\$ 62.50
Subtotal			0.25	\$ 62.50
Less Discount				\$(9.38)
Total Professional Services			0.25	\$ 53.12

10-50210-1W
 Approved:

53.12

Timekeeper Summary	Hours	Rate	Total
Silveira, L C	0.25	\$ 250	\$ 62.50
Total Professional Services	0.25		\$ 62.50

Total Professional Services and Disbursements for this Matter \$ 53.12

OK
 [Signature]

ADLER POLLOCK & SHEEHAN P.C.

Adler Pollock & Sheehan P.C.
 One Citizens Plaza, 8th Floor
 Providence, RI 02903-1345
 Telephone (401) 274-7200
 Fax (401) 751-0604

RECEIVED JUL 16 2014

175 Federal Street
 Boston, MA 02110
 Telephone (617) 482-0699
 Fax (617) 482-0604

EI # 05-0343749

RI Turnpike & Bridge Authority
 Buddy Croft, Executive Director
 One East Shore Road
 P.O. Box 437
 Jamestown, RI 02835

Invoice Date: July 14, 2014
 Invoice Number: 436900
 Client Number: 401647

For Professional Services Rendered:

007 - General Employment Matters

Date	Timekeeper	Description	Hours	Value
06/01/14	Silveira, L C	Worked on management and union proposals in preparation for 6/2 negotiating session with union; Electronic correspondence with Mr. Croft and Mr. J. Swanberg re same.	1.00	\$ 250.00
06/02/14	Silveira, L C	Prepared for and participated in contract negotiations with union in Jamestown; Drafted proposals; Electronic correspondence with Mr. Croft, Ms. Collins of Angell Pension Group, and others re proposals to be made to union.	4.90	1,225.00
06/03/14	Silveira, L C	Contract negotiations - Drafted proposals; Worked on analysis of workforce for purposes of applicability of Affordable Care Act requirements to group health plan.	1.50	375.00
06/03/14	DeBlasio, S L	Reviewed and considered calculations for applicable large employer status under the Affordable Care Act; researched applicable law; drafted method and formula to use to determine applicability of shared employer mandate to work force.	1.65	412.50
06/04/14	Silveira, L C	Prepared for and attended contract negotiations in Jamestown; Worked on proposals; Legal research re impact of	2.75	687.50

Date	Timekeeper	Description	Hours	Value	
		Affordable Care Act on group health rates and terms.			
06/05/14	Silveira, L C	Telephone conferences and electronic correspondence with Mr. B. Croft, Mr. T. Fleming and Ms. N. Parrillo re group health plan terms; Legal research re Affordable Care Act; Prepared for 6/6 contract negotiations.	1.50	375.00	✓
06/06/14	Silveira, L C	Prepared for and attended negotiations in Jamestown; Worked on new drafts of proposals and forwarded same to Ms. K. McAninch for review and comment; Electronic correspondence and telephone conferences with Mr. B. Croft and Mr. T. Fleming.	4.90	1,225.00	✓
06/09/14	Silveira, L C	Drafted revised proposals and forwarded same to Mr. B. Croft for review and approval; Forwarded new proposals to Ms. K. McAninch for review and consideration; Received and forwarded Ms. McAninch's email approving proposals, as revised.	1.50	375.00	M
06/09/14	DeBlasio, S L	Reviewed, considered, and revised terms and conditions of proposed collective bargaining agreement.	0.70	175.00	✓
06/10/14	Silveira, L C	Electronic correspondence with Mr. B. Croft and Ms. N. Parrillo re questions from union re group health plan proposal.	0.10	25.00	✓
06/11/14	Silveira, L C	Telephone conferences with Mr. B. Croft and Ms. N. Parrillo re negotiations with union to determine group health plan terms; Memoranda to file; Electronic correspondence to and from Ms. K. McAninch re proposed health plan terms; Began drafting Memo of Agreement setting forth negotiated terms of new collective bargaining agreement.	0.75	187.50	✓
06/13/14	Silveira, L C	Received, considered and responded to electronic correspondence from Mr. B. Croft and Mr. J. Swanberg re break periods.	0.35	87.50	✓

Date	Timekeeper	Description	Hours	Value
06/18/14	Silveira, L C	Telephone conference with Mr. Croft re Open Meetings Act issues and also re prevailing wage issues; Legal research re applicability of prevailing wage laws to quasi-public entity undertaking particular construction/repair/maintenance projects; Legal research re Open Meetings Act issues; Electronic correspondence and telephone conference with Ms. N. Parrillo re contract negotiations with union and group health plan data.	2.20	550.00
06/30/14	Silveira, L C	Worked on Memo of Agreement re negotiated terms of new collective bargaining agreement; Electronic correspondence with Mr. Croft re negotiated terms of CBA and also re employee disciplinary matter.	1.00	250.00
Subtotal			24.80	\$ 6,200.00
Less Discount			<i>OK APS</i>	\$ (1,122.50)
Total Professional Services			24.80	\$ 5,077.50

Disbursements

06/02/14 Travel, Local

Total Disbursements

Account	Amount	Total
10-50210-100	5,115.58	38.08
		\$ 38.08

Timekeeper Summary

	Hours	Rate	Total
DeBlasio, S L	2.35	\$ 250	\$ 587.50
Silveira, L C	22.45	250	5,612.50
Total Professional Services	24.80		\$ 6,200.00

Total Professional Services and Disbursements for this Matter \$ 5,115.58

OK rep

ADLER POLLOCK & SHEEHAN P.C.

Adler Pollock & Sheehan P.C.
 One Citizens Plaza, 8th Floor
 Providence, RI 02903-1345
 Telephone (401) 274-7200
 Fax (401) 751-0604

RECEIVED AUG 12 2014

175 Federal Street
 Boston, MA 02110
 Telephone (617) 482-0699
 Fax (617) 482-0604

EI # 05-0343749

RI Turnpike & Bridge Authority
 Buddy Croft, Executive Director
 One East Shore Road
 P.O. Box 437
 Jamestown, RI 02835

Invoice Date: August 8, 2014
 Invoice Number: 437574
 Client Number: 401647

For Professional Services Rendered:

001 - General

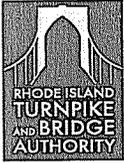
Date	Timekeeper	Description	Hours	Value
07/11/14	Silveira, L C	Addressed Open Meetings Act issues; Electronic correspondence to Mr. Croft regarding same.	0.35	\$ 87.50 ✓
Subtotal			0.35	\$ 87.50
Less Discount				\$ (13.13)
Total Professional Services			0.35	\$ 74.37 ✓

Timekeeper Summary	Hours	Rate	Total
Silveira, L C	0.35	\$ 250	\$ 87.50
Total Professional Services	0.35		\$ 87.50

Total Professional Services and Disbursements for this Matter	\$ 74.37 ✓
---	------------

Agmt. No.	Amount
10-50210-100	74.37

ok
 [Signature]



RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

BOARD AGENDA ITEM TRACKING SYSTEM

AGENDA ITEM NO. 7	DATE PREPARED: SEPTEMBER 3, 2014	SUBJECT: Robinson and Cole
FOR THE MEETING OF: SEPTEMBER 10, 2014		PREPARED BY: Buddy Croft

SUMMARY DESCRIPTION:

The Authority has engaged Robinson and Cole, to provide legal services. Submitted for the Board's consideration are the firm's invoices for the months of January, 2014 through June, 2014 in the amount of \$26,387.00.

FINANCIAL EFFECT: \$26,387.00

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR	INITIALS	DATE	BOARD ACTION:
√	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>	<i>EC</i>	<i>9/3/2014</i>	<p>___ TABLED: UNTIL _____</p> <p>___ DISCUSSED: <i>Action Taken:</i></p> <p style="text-align: right;">VOTE TAKEN: ___ YES ___ NO</p> <p style="text-align: right;">APPROVED: ___ YES ___ NO</p> <p>___ RATIFIED</p>
	FINANCE <i>NANCY E. PARRILLO</i>			
	ENGINEERING <i>ERIC OFFENBERG</i>			
	PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
	MAINTENANCE <i>JIM ROMANO</i>			
	PROCUREMENT			
	OTHER (SPECIFY)			
	OTHER (SPECIFY)			

Buddy Croft

From: Seddon, Heidi <HSeddon@rc.com>
Sent: Tuesday, September 02, 2014 12:56 PM
To: buddy@ritba.org
Cc: White, Joseph B
Subject: Robinson & Cole Outstanding Invoices
Attachments: Untitled attachment 00070.txt

Dear Mr. Croft –

At the request of Joseph White, I am providing you with a summary of our outstanding invoices.

The following bills are attributable to the Sakonnet River Bridge Revenue Bonds – Series 2014 (for your convenience, I've attached copies of the invoices):

Rhode Island Turnpike and Bridge Authority		
Sakonnet River Bridge Revenue Bonds - Series 2014		
Bill Date	Bill Num	Total
2/19/2014	50113941	\$13,335.00
3/20/2014	50116908	\$2,906.00
4/9/2014	50118147	\$9,450.00
5/15/2014	50121241	\$87.00
6/19/2014	50124038	\$609.00
	TOTAL:	<u>\$26,387.00</u>

Please let me know if I can be of further assistance.

Sincerely,
Heidi

Heidi J. Seddon

Legal Administrative Assistant to
Joseph B. White

Robinson & Cole LLP
One Financial Plaza
Suite 1430
Providence, RI 02903
Direct 401-709-3313 | Fax 401-709-3399
hseddon@rc.com | www.rc.com
[Contact Card](#)

Robinson+Cole

Boston | Hartford | New York | Providence | Stamford
Albany | Los Angeles | New London | Sarasota

ROBINSON & COLE LLP

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
ATTN: DAVID A. DARLINGTON, DIRECTOR
ONE EAST SHORE ROAD
PO BOX 437
JAMESTOWN, RI 02835

February 19, 2014
Invoice 50113941

File # 32375.0003
Sakonnet River Bridge Revenue Bonds - Series 2014

Invoice Summary and Remittance Advice
Invoice attached and payable upon receipt

Please return this page or include invoice number with your remittance to:

Mailing Instructions
ROBINSON & COLE LLP
280 Trumbull Street
Hartford, CT 06103-3597

TEL # (860) 275-8200
FAX # (860) 275-8299
FEDERAL ID # 06-0512640

Wire Transfer Instructions
Bank of America
185 Asylum Street
Hartford, CT 06103

ABA Wire Routing # - 026009593
ACH Routing # - 011900254
Checking Account # - 0000154546

SUMMARY FOR INVOICE 50113941

Fees for Legal Services	\$ 13,335.00
Total Current Billing For this Matter	\$ 13,335.00

ROBINSON & COLE LLP

Page: 2
Date: February 19, 2014
Invoice #: 50113941

For Services through January 31, 2014

File # 32375.0003
Sakonnet River Bridge Revenue Bonds - Series 2014

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/02/14	J. B. White	Research economics of tolling payment stream; prepare outline of Sovereign Bank pay-off of Bond Anticipation Notes; conduct due diligence for RI General Assembly authorization for \$68,000,000 bond offer.	2.80	435.00	1,218.00
01/03/14	D. Panico	Review note indenture, note documents.	2.40	495.00	1,188.00
01/06/14	J. B. White	Prepare terms of Official Statement and Indenture; assemble Sovereign Note closing items/pay-off terms.	1.60	435.00	696.00
01/07/14	J. B. White	Prepare due diligence for RI General Assembly authorization of \$68MM bond and outstanding revenue stream.	2.00	435.00	870.00
01/08/14	J. B. White	Prepare bond structure and prepare materials for financial advisor.	0.40	435.00	174.00
01/13/14	J. B. White	Review bank pay-off, §2.14 of Pell indenture, authority from RI General Assembly, opinion letter of D. Ferrara, Esq. and Pell test scenarios.	2.70	435.00	1,174.50
01/16/14	J. B. White	Prepare planning strategy for M. Gurchigian; outline new indenture process; prepare due diligence checklist.	1.60	435.00	696.00
01/17/14	J. B. White	Attend conference with M. Gurchigian of First South West for gantry costs and regarding authorization, form of indenture, and definition of gantry costs and of system; prepare outline for First South West issuance meeting.	1.90	435.00	826.50
01/21/14	J. B. White	Attend planning session with M. Gurchigian regarding means test and edits to existing Indenture.	0.40	435.00	174.00
01/22/14	D. Panico	Review indenture, prepare for conference call.	2.30	495.00	1,138.50
01/22/14	J. B. White	Attend planning structure meeting with N. Parrillo, M. Gurchigian and D. Panico, Esq.; review Kushner issues; research ability to issue Sakonnet River Bridge bonds on prospective revenue/ tolls.	2.00	435.00	870.00

ROBINSON & COLE_{LLP}

Page: 3
Date: February 19, 2014
Invoice #: 50113941

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/23/14	D. Panico	Review indenture; working group conference call; e-mail re same; telephone conference M. Gurghigian.	2.40	495.00	1,188.00
01/23/14	J. B. White	Research note rollover financing /bond anticipation financing options; review calculations under 2003 bond test; review 2010 transcripts and amended indenture.	2.20	435.00	957.00
01/24/14	J. B. White	Prepare Indenture with D. Panico; review revenue support analysis from M. Gurghigian and N. Parrillo.	1.00	435.00	435.00
01/27/14	J. B. White	Assemble opinions and authority documents.	0.60	435.00	261.00
01/29/14	D. Panico	Review note indenture.	1.40	495.00	693.00
01/31/14	D. Panico	Telephone conference J. White re financing.	0.60	495.00	297.00
01/31/14	J. B. White	Review bonds v. bans consideration with D. Darlington and D. Panico, Esq.; calculate additional bonds test.	1.10	435.00	478.50
	Fees for Legal Services		29.40		\$ 13,335.00

Summary for Invoice # 50113941
Sakonnet River Bridge Revenue Bonds - Series 2014

Fees for Legal Services \$ 13,335.00

Total Current Billing For this Matter **\$ 13,335.00**

ROBINSON & COLE LLP

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
ATTN: DAVID A. DARLINGTON, DIRECTOR
ONE EAST SHORE ROAD
PO BOX 437
JAMESTOWN, RI 02835

March 20, 2014
Invoice 50116908

File # 32375.0003
Sakonnet River Bridge Revenue Bonds - Series 2014

Invoice Summary and Remittance Advice
Invoice attached and payable upon receipt

Please return this page or include invoice number with your remittance to:

Mailing Instructions
ROBINSON & COLE LLP
280 Trumbull Street
Hartford, CT 06103-3597

TEL # (860) 275-8200
FAX # (860) 275-8299
FEDERAL ID # 06-0512640

Wire Transfer Instructions
Bank of America
185 Asylum Street
Hartford, CT 06103

ABA Wire Routing # - 026009593
ACH Routing # - 011900254
Checking Account # - 0000154546

SUMMARY FOR INVOICE 50116908

Fees for Legal Services	\$ 2,906.00
Total Current Billing For this Matter	\$ 2,906.00

For Services through February 28, 2014

File # 32375.0003
 Sakonnet River Bridge Revenue Bonds - Series 2014

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/02/14	D. M. Cosman	Research original transaction documents relating to bond approvals; distribute information.	0.80	205.00	164.00
01/07/14	D. M. Cosman	Research and review Rhode Island Legislature Act and Resolution; office conference with J. White.	0.60	205.00	123.00
02/04/14	J. B. White	Prepare bond authority flowchart with D. Darlington; restructure 2014 Indenture with D. Panico, Esq.	1.00	435.00	435.00
02/06/14	D. Panico	Telephone conference M. Gurghigian re 2014 financing.	0.40	495.00	198.00
02/07/14	J. B. White	Attend planning strategy with First Southwest regarding Pell Bridge second-pledge, Pell burn-off, additional bonds test and indenture format; assemble inserts into Sakonnet indenture; review legislative authority documents with D. Darlington.	1.10	435.00	478.50
02/10/14	D. Panico	Telephone conference J. White re financing; telephone conference M. Gurghigian re same.	0.40	495.00	198.00
02/11/14	J. B. White	Prepare BAN authority analysis; review Sakonnet Indenture with D. Panico, Esq. and M. Gurghigian.	0.90	435.00	391.50
02/12/14	D. Panico	Telephone conference J. Carey.	0.40	495.00	198.00
02/21/14	D. Panico	Telephone conference J. Carey.	0.40	495.00	198.00
02/21/14	J. B. White	Review G-17 letter from J. Branca at BAML; review scope of services of BAML with B. Croft.	0.30	435.00	130.50
02/24/14	J. B. White	Review and edit BAML G-17 letter.	0.40	435.00	174.00
02/25/14	J. B. White	Correspondence with M. Gurghigian regarding BAN due diligence; attention to BAML checklist request.	0.50	435.00	217.50
Fees for Legal Services			7.20		\$ 2,906.00

ROBINSON & COLE_{LLP}

Page:
Date:
Invoice #:

3
March 20, 2014
50116908

Summary for Invoice # 50116908
Sakonnet River Bridge Revenue Bonds - Series 2014

Fees for Legal Services

\$ 2,906.00

Total Current Billing For this Matter

\$ 2,906.00

ROBINSON & COLE LLP

Page:
Date:
Invoice #:

4
March 20, 2014
50116908

Outstanding Invoices on the Matter

<u>Invoice #</u>	<u>Date</u>	<u>Amount Due</u>
50113941	02/19/14	\$ 13,335.00
Total Outstanding Invoice(s) as of March 20, 2014		13,335.00
Total Amount Due for Matter 32375.0003 (including this invoice)		\$ 16,241.00

ROBINSON & COLE LLP

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
ATTN: DAVID A. DARLINGTON, DIRECTOR
ONE EAST SHORE ROAD
PO BOX 437
JAMESTOWN, RI 02835

April 9, 2014
Invoice 50118147

File # 32375.0003
Sakonnet River Bridge Revenue Bonds - Series 2014

Invoice Summary and Remittance Advice Invoice attached and payable upon receipt

Please return this page or include invoice number with your remittance to:

Mailing Instructions
ROBINSON & COLE LLP
280 Trumbull Street
Hartford, CT 06103-3597

TEL # (860) 275-8200
FAX # (860) 275-8299
FEDERAL ID # 06-0512640

Wire Transfer Instructions
Bank of America
185 Asylum Street
Hartford, CT 06103

ABA Wire Routing # - 026009593
ACH Routing # - 011900254
Checking Account # - 0000154546

SUMMARY FOR INVOICE 50118147

Fees for Legal Services	\$ 9,450.00
Total Current Billing For this Matter	\$ 9,450.00

ROBINSON & COLE LLP

Page:
Date:
Invoice #:

2
April 9, 2014
50118147

For Services through March 31, 2014

File # 32375.0003
Sakonnet River Bridge Revenue Bonds - Series 2014

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/03/14	J. B. White	Attend conference with M. Gurghigian regarding legislation and Sovereign BANs-payoff.	0.20	435.00	87.00
03/05/14	C. C. Kohn	Draft indenture.	0.50	250.00	125.00
03/05/14	J. B. White	Attention to RI legislation and affect on BAN approval; review and edit prior BAN authorization resolutions; attend conference with D. Ferrara, Esq. regarding 2013 BANs.	0.40	435.00	174.00
03/06/14	C. C. Kohn	Draft indenture.	1.80	250.00	450.00
03/06/14	J. B. White	Prepare BAN outline in anticipation of 3/7/14 conference with BAML and First SouthWest.	0.60	435.00	261.00
03/07/14	C. C. Kohn	Conference call with working group.	1.00	250.00	250.00
03/07/14	D. Panico	Telephone conference M. Gurghigian; review new legislation, working group conference call; office conference re same.	3.10	495.00	1,534.50
03/07/14	J. B. White	Attend BAML/ RITBA/ Taft & McSally global planning conference; prepare update to Board resolutions; review correspondence from M. Gurghigian regarding legal budget, legislative bills and news articles.	1.80	435.00	783.00
03/09/14	D. Panico	Review 2013 notes indenture re terms; draft resolution re issuance of 2014 notes.	3.30	495.00	1,633.50
03/10/14	D. Panico	Telephone conference N. Parrillo; review and revise bond resolution, distribute same.	1.60	495.00	792.00
03/10/14	J. B. White	Review and edit draft letter to General Assembly from RITBA Board of Directors.	0.60	435.00	261.00
03/12/14	M. R. Enright	Confer with D. Panico re status and impact of pending litigation regarding legality of tolls; review summary judgment pleadings re same and case docket on PACER; email to D. Panico re same and potential impact.	0.70	435.00	304.50
03/12/14	D. Panico	Office conference re litigation; distribute resolution.	0.40	495.00	198.00

ROBINSON & COLE LLP

Page:
Date:
Invoice #:

3
April 9, 2014
50118147

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/12/14	J. B. White	Finalize authority due diligence for corporate actions.	0.20	435.00	87.00
03/13/14	D. Panico	Review 2013 note indenture, note, working conference call; telephone conference re interest; review and revise resolution, distribute same.	2.10	495.00	1,039.50
03/13/14	J. B. White	Review litigation, 2014 legislation and Sovereign Bank BAN pay-off with D. Panico in preparation of global deal team conference call and background for R&C Opinion Letter.	0.40	435.00	174.00
03/14/14	C. C. Kohn	Draft initial draft of Note Indenture.	2.40	250.00	600.00
03/14/14	J. B. White	Amend authorizations to provide for reimbursement expenses related to Sakonnet River Bridge gantry system installed by Duncan Solutions; attend conferences with N. Parrillo, E. Offenberg and D. Darlington.	0.70	435.00	304.50
03/17/14	J. B. White	Attention to pending litigation disclosures; attention to Sovereign redemption of 2013 BANS.	0.30	435.00	130.50
03/26/14	J. B. White	Review Sovereign BANS and pay-off/ maturity issues; analyze pay-off notice; review General Assembly legislation and pending legislation concerning Sakonnet River Bridge.	0.60	435.00	261.00
Fees for Legal Services			22.70		\$ 9,450.00

Summary for Invoice # 50118147
Sakonnet River Bridge Revenue Bonds - Series 2014

Fees for Legal Services	\$ 9,450.00
Total Current Billing For this Matter	\$ 9,450.00

ROBINSON & COLE LLP

Page:
Date:
Invoice #:

4
April 9, 2014
50118147

Outstanding Invoices on the Matter

<u>Invoice #</u>	<u>Date</u>	<u>Amount Due</u>
50113941	02/19/14	\$ 13,335.00
50116908	03/20/14	2,906.00
Total Outstanding Invoice(s) as of April 9, 2014		16,241.00
Total Amount Due for Matter 32375.0003 (including this invoice)		\$ 25,691.00

Robinson+Cole

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
ATTN: DAVID A. DARLINGTON, DIRECTOR
ONE EAST SHORE ROAD
PO BOX 437
JAMESTOWN, RI 02835

May 15, 2014
Invoice 50121241

File # 32375.0003
Sakonnet River Bridge Revenue Bonds - Series 2014

Invoice Summary and Remittance Advice
Invoice attached and payable upon receipt

Please return this page or include invoice number with your remittance to:

Mailing Instructions
ROBINSON & COLE LLP
280 Trumbull Street
Hartford, CT 06103-3597

TEL # (860) 275-8200
FAX # (860) 275-8299
FEDERAL ID # 06-0512640

Wire Transfer Instructions
Bank of America
185 Asylum Street
Hartford, CT 06103

ABA Wire Routing # - 026009593
ACH Routing # - 011900254
Checking Account # - 0000154546

SUMMARY FOR INVOICE 50121241

Fees for Legal Services	\$ 87.00
Total Current Billing For this Matter	\$ 87.00

For Services through April 30, 2014

File # 32375.0003
Sakonnet River Bridge Revenue Bonds - Series 2014

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
04/25/14	J. B. White	Attend review of legislation delay, Santander BAN and cash flow issues with D. Panico, Esq.	0.20	435.00	87.00
		Fees for Legal Services	0.20		\$ 87.00

Summary for Invoice # 50121241
Sakonnet River Bridge Revenue Bonds - Series 2014

Fees for Legal Services	\$ 87.00
Total Current Billing For this Matter	\$ 87.00

Outstanding Invoices on the Matter

<u>Invoice #</u>	<u>Date</u>	<u>Amount Due</u>
50113941	02/19/14	\$ 13,335.00
50116908	03/20/14	2,906.00
50118147	04/09/14	9,450.00
Total Outstanding Invoice(s) as of May 15, 2014		25,691.00
Total Amount Due for Matter 32375.0003 (including this invoice)		\$ 25,778.00

Robinson+Cole

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
ATTN: DAVID A. DARLINGTON, DIRECTOR
ONE EAST SHORE ROAD
PO BOX 437
JAMESTOWN, RI 02835

June 19, 2014
Invoice 50124038

File # 32375.0003
Sakonnet River Bridge Revenue Bonds - Series 2014

Invoice Summary and Remittance Advice
Invoice attached and payable upon receipt

Please return this page or include invoice number with your remittance to:

Mailing Instructions
ROBINSON & COLE LLP
280 Trumbull Street
Hartford, CT 06103-3597

TEL # (860) 275-8200
FAX # (860) 275-8299
FEDERAL ID # 06-0512640

Wire Transfer Instructions
Bank of America
185 Asylum Street
Hartford, CT 06103

ABA Wire Routing # - 026009593
ACH Routing # - 011900254
Checking Account # - 0000154546

SUMMARY FOR INVOICE 50124038

Fees for Legal Services	\$ 609.00
Total Current Billing For this Matter	\$ 609.00

For Services through May 31, 2014

File # 32375.0003
Sakonnet River Bridge Revenue Bonds - Series 2014

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/02/14	J. B. White	Attend conference with M. Smith - Santander Bank regarding BANs.	0.50	435.00	217.50
05/13/14	J. B. White	Attend BAN '15 repayment options with B. Croft; attend meeting with M. Smith/ Santander Bank regarding payment options for 2015 BANs.	0.50	435.00	217.50
05/19/14	J. B. White	Attention to new tolling proposal before RI General Assembly; review BAN re-fi with Santander Bank.	0.40	435.00	174.00
	Fees for Legal Services		1.40		\$ 609.00

Summary for Invoice # 50124038
Sakonnet River Bridge Revenue Bonds - Series 2014

Fees for Legal Services	\$ 609.00
Total Current Billing For this Matter	\$ 609.00

Outstanding Invoices on the Matter

<u>Invoice #</u>	<u>Date</u>	<u>Amount Due</u>
50113941	02/19/14	\$ 13,335.00
50116908	03/20/14	2,906.00
50118147	04/09/14	9,450.00
50121241	05/15/14	87.00
Total Outstanding Invoice(s) as of June 19, 2014		25,778.00
Total Amount Due for Matter 32375.0003 (including this invoice)		\$ 26,387.00



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM 8	DATE PREPARED: September 3, 2014	SUBJECT: Approval of Change Request CR010; SANEF ITS
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FOR THE MEETING OF: September 10, 2014	PREPARED BY: Nancy E. Parrillo
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SUMMARY DESCRIPTION:

I recommend that that the Board vote to approve in the affirmative:
To approve Change Request CR010 to the Sanef ITS back office contract.

This change request is for the following additional work related to violations:
 Sending Sakonnet River Bridge (SRB) transactions (1 per plate) to Duncan
 Processing Duncan files & creating consolidated invoices
 Creating a sweep process for NBR posting

Financial Effect: \$41,025.

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR	INITIALS	DATE	BOARD ACTION:
	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>			___ TABLED: UNTIL _____ ___ DISCUSSED: <i>Action Taken:</i> VOTE TAKEN: ___ YES ___ NO APPROVED: ___ YES ___ NO ___ RATIFIED
√	FINANCE <i>NANCY E. PARRILLO</i>	nep	9/3/14	
	ENGINEERING <i>ERIC OFFENBERG P.E.</i>			
	OPERATIONS <i>JAMES SWANBERG</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	IT <i>MICHAEL BONSIGNORE</i>			
	E-ZPASS <i>KATHRYN O'CONNOR</i>			
	OTHER (SPECIFY)			



Approved E/R
8/6/2014

Followed by: Kinjal Munshi
Phone : +1516 592 6125
Fax : + 516-484-5161
E-mail : Kinjal.munshi@sanef-its-america.com

Buddy Croft
Rhode Island Turnpike and Bridge Authority
www.ritba.org
(O) 401-423-1900

Port Washington, NY, July 7th 2014

REFERENCE : Consolidated billing for Sakonnet unregistered transactions

Subject: RITBA Change Order – Proposal CR010

Dear Buddy,

We are hereof pleased to submit the proposal to the Rhode Island Turnpike and Bridge Authority relating to the one time SRB Consolidated billing.. The scope of work includes:

- Sending SRB unregistered transactions (for each unique plate number and plate type) to Duncan.
- Processing the DMV information received from Duncan files and creating consolidated invoices based on the template provided by RITBA (to be mailed out by RITBA)

OBJECTIVE

1. Send SRB unregistered transactions (one per plate) to Duncan

Existing Process: Sanef has filtered out all of the unregistered SRB plaza transactions. These are all only accessible to RITBA via the TollCRM application.

Modification/Changes: Sanef will modify the existing process so as to create only 1 citation per NBU account which will be sent to Duncan. Duncan will provide back the DMV look up information in the same file format used for NPB for all the Sakonnet unregistered transactions with RI/MA plates only. Initially RI plates will be processed and another batch will be processed for the non-RI plates.

2. Processing files from Duncan and creating consolidated invoices for each account.

Existing Process – Violation notices are sent by Duncan for NPB only.

Modification/Changes: Create a consolidated XML with SRB transactions based on the template provided by RITBA. Once done, Sanef will also provide RITBA a PDF for each of the accounts containing all unregistered transactions. Status will change to billed.

3. Creating a sweep process for NBR posting

Modification/Changes: Sanef will develop and test a sweep process (similar to iToll) so as to post all NBRs to the respective registered accounts in TollCRM.

NOTE: This proposal does not include:

1. Revisions of pdf statements for credits, errors or other changes (until finally approved).
2. Any new reports needed or updates to be done to the existing reports
3. Any changes requested by Duncan/RITBA to the current file format
4. Any new General ledger T codes (financial configuration changes) – to be confirmed by RITBA.

BUSINESS RULES/SCENARIOS :

NBR Posting rule (Sweep process) :

- Sanef will post NBR citations to the respective transponder accounts irrespective of the account balance.
- The account should have the tag associated at the time of the transaction.
- An account can still be in negative balance and have the transaction posted (as part of the sweep process).

NBUs and Consolidated Billing :

- Sanef will create consolidated billing and invoices for each of the NBU accounts based on the stylesheet/template provided along with a grouping of all transaction details. This will include the non-RI plates as well.
- Once the XML/PDF process is created, the NBU and citation status will be changed from unbilled to billed.

Schedule of Price

Item	Designation	Qty	Unit Price \$	Total
1.	Project Management and Business Analysis	1	\$4,750	\$4,750
2.	Development and Integration including code review (<u>Phase 1 – Consolidating billing without DMV interface</u>)	1	\$24,925	\$24,925
3.	Quality Assurance/Testing (internal and onsite)	1	\$7,750	\$7,750
4.	Maintenance and Support	1	\$3,600	\$3,600
Total Price				\$41,025

Program Schedule

The deployment, testing and delivery of the above changes will be carried out by Sanef ITS technologies Inc. prior to August 15th, 2014 provided an approval of the proposal is received prior to July 17th, 2014.

Commercial conditions/Payment Terms

1. Payment terms will be governed as follows:
 - a. Milestone 1: Change Order (CR010) approval – 20%
 - b. Milestone 2: Delivery to the Test environment – 50%
 - c. Milestone 3: Delivery to the Production/Live environment – 30%
2. The price is a lump sum firm fixed price based on the scope of work identified above
3. The details of the plan changes will be documented in a design document.
4. This Change Request will be governed by the terms and conditions stated in the Contract for E-Z Pass Back Office Services as well as Sakonnet Bridge AET Proposal as well as other Change Orders that have been approved.

Should you require further details, do not hesitate to contact us.

Yours faithfully,

Kinjal Munshi
Project Manager



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM 9	DATE PREPARED: September 3, 2014	SUBJECT: RAILROAD BRIDGE (OLD COLONY)
FOR THE MEETING OF: September 10, 2014		PREPARED BY: Eric Offenberg

SUMMARY DESCRIPTION:

DOT is preparing to do work on the railroad bridge for the ramps to the Newport/Pell Bridge. Aetna Bridge is currently leasing that area for Contract 11-1. Due to a space and access conflict, DOT would like RITBA to add the work to our 11-1 Contract and they will reimburse us all costs. This is similar to what was done for bridges 904 + 906 in the same area during Contract 9-1.

Financial Effect : N/A

Instructions: The individual named at the top of this page as “preparer” indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	INITIALS	DATE	BOARD ACTION:
EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>			<p><input type="checkbox"/> TABLED: UNTIL _____</p> <p><input type="checkbox"/> DISCUSSED: <i>Action Taken:</i></p> <p style="text-align: right;">VOTE TAKEN: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: right;">APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> RATIFIED</p>
FINANCE <i>NANCY E. PARRILLO</i>			
√ ENGINEERING <i>ERIC OFFENBERG</i>	<i>EO</i>	<i>9/10</i>	
PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
MAINTENANCE <i>JAMES ROMANO</i>			
PROCUREMENT			
OTHER (SPECIFY)			
OTHER (SPECIFY)			

RIC No.: XXXXXX

FAP No.: XXXXXX

STEEL REPAIRS TO BRIDGE #904

PROJECT AGREEMENT

By and Between the
RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And the

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

This AGREEMENT is made and entered into by and between the State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter the State) and the Rhode Island Turnpike and Bridge Authority (hereinafter the RITBA) a body corporate and politic created by R.I. Gen. Law § 24-12-2.

WHEREAS the State is the recipient of transportation funding from the United States Department of Transportation, administered through Federal Highway Administration (hereinafter FHWA); and

WHEREAS the RITBA is authorized to receive and accept federal funds; and

WHEREAS the State is responsible for ensuring that all public highway bridges within its boundaries are inspected in accordance with 23 U.S.C. § 151; and

WHEREAS a recent inspection of Bridges #904 exposed the need for immediate steel repairs (the Project); and

WHEREAS RIDOT prepared the design to effectuate the Project; and

WHEREAS failure to timely commence the Project may negatively impact the safety of the Bridges; and

WHEREAS RITBA agrees to select and compensate a bridge contractor to commence the Project since time is of the essence; and

WHEREAS RI Gen. Laws § 24-12-5(14)(21) authorizes RITBA to enter into contracts with RIDOT for the construction, reconstruction, renovation, acquisitions, maintenance, repair, operation or management of any project and to receive and accept federal or state funds for such project; and

WHEREAS, the Project will be implemented under the provision established in the Federal-Aid Policy Guide of the FHWA; and

WHEREAS in consideration for the costs and expenses incurred by RITBA in connection with the Project, the State has agreed to contribute funds not exceeding XXXXXX Thousand of this amount eighty percent (80%) or up to XXXXXXXX dollars is federally funded and twenty percent (20%) or up to XXXXXXXX dollars is State funded.

NOW THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, the State and the RITBA hereby agree as follows:

1. The Project consists of steel repairs to Bridge #904 in accordance with design plans attached hereto as Exhibit A.
2. RITBA will be responsible for payment of all costs associated with construction of the Project. The State will reimburse RITBA up to and not exceeding XXXXXX dollars for such costs; costs in excess of said reimbursement are subject to pre-approval by the State in order to be eligible for reimbursement.
3. RITBA will invoice the State for work done by the contractor on the Project and the cost of materials supplied by the contractor to the Project in accordance with State requirements and procedures. Supporting documentation of payment will be required for all reimbursements.
4. All procurement actions by RITBA will comply with 23 USC 112(b)(2). Federal reimbursement will be limited to the federal share of costs allowable under 48 CFR Part 31 (Federal Acquisition Regulations).
5. RIDOT will provide oversight and construction inspection of the Project.
6. Upon completion of the Project, RIDOT will be responsible to maintain all aspects of the Project in accordance with the plans and specification developed for the Project at its own cost and expense.
7. All costs billed under this Agreement are subject to audit. RITBA agrees to maintain all records pertaining to the costs incurred in performance of this Agreement for a period of three (3) years from the date of final payment and all other pending matters are closed or from the date of audit, whatever occurs first.
8. This Agreement may not be altered or amended except by written agreement signed by all parties.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, The Rhode Island Department of Transportation and the Rhode Island Turnpike and Bridge Authority have caused this Agreement to be executed by their duly authorized officials on the _____ day of _____, 2014.

RHODE ISLAND DEPARTMENT
OF TRANSPORTATION

RHODE ISLAND TURNPIKE AND
BRIDGE AUTHORITY

Recommended For Approval:

Chief Financial Officer
Date: _____

Approved As To Form:

Executive Counsel
Date: _____

Approved:

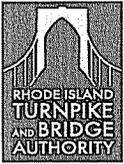
Director
Date: _____

Approved As To Form:

Legal Counsel
Date: _____

Approved:

Executive Director
Date: _____



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM <i>10</i>	DATE PREPARED: August 27, 2014	SUBJECT: NEWPORT/PELL INSPECTION
FOR THE MEETING OF: September 10, 2014		PREPARED BY: Eric Offenberg

SUMMARY DESCRIPTION:

Biennial Fracture Critical Inspection of Newport/Pell Bridge Suspended Spans. This is a task order under Contract 10-7B with WSP. This is Item #18 in the 10 Year Plan.

Financial Effect : Not-to-Exceed \$481,169.

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>	INITIALS	DATE	BOARD ACTION:
	FINANCE <i>NANCY E. PARRILLO</i>			<p><u> </u> TABLED: UNTIL _____</p> <p><u> </u> DISCUSSED: <i>Action Taken:</i></p> <p style="text-align: right;">VOTE TAKEN: <u> </u> YES <u> </u> NO</p> <p style="text-align: right;">APPROVED: <u> </u> YES <u> </u> NO</p> <p><u> </u> RATIFIED</p>
√	ENGINEERING <i>ERIC OFFENBERG</i>			
	PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	PROCUREMENT			
	OTHER (SPECIFY)			
	OTHER (SPECIFY)			



555 Pleasantville Road
South Building
P.O. Box 2650
Briarcliff Manor, NY 10510
Main: 914 747 1120
www.wspgroup.com/usa

August 4, 2014

Mr. Eric Offenberg, P.E., LEED
Rhode Island Turnpike & Bridge Authority
Director of Engineering
One East Shore Road, P.O. Box 437
Jamestown, RI 02835

Re: RITBA Contract No. 10-7B
On Call Engineering Services at the Newport Pell Bridge

Sub: 2014 Suspension Spans Inspection Scope of Work

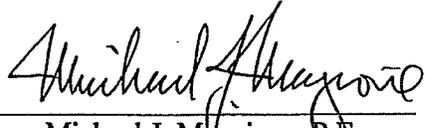
Dear Mr. Offenberg:

As per your request, attached please find WSP's proposal for the 2014 Suspended Spans Inspection at the Newport Pell Bridge. The total cost of this work is not to exceed \$481,169.

Upon your review and approval we will begin work on this task.

If you have any further questions or comments, please contact me at our office at 914-747-1120.

Very Truly Yours,
WSP

By: 
Michael J. Mangione, P.E.
Project Manager

MJM/mm

Encl.

cc: M. Bacon, WSP
File

RITBA Contract No. 10-7B
Biennial Bridge Inspection at the Newport Pell Bridge
2014 Suspended Spans Inspection – Scope of Work

Technical Discussion

Per direction from the Rhode Island Turnpike & Bridge Authority, the areas planned for inspection in 2014 are as follows:

- Suspended Spans (2W-2E) – Full Inspection including FCM Inspection
- Above Deck Roadway Inspection of same
- Main Cables & Suspenders
- Anchorage Interior & Exteriors
- East & West Towers including Bases

The 2014 inspection will consist of the following primary tasks:

- Task 1 - Review of Existing Documentation/Mobilization
- Task 2 - Field Inspection
- Task 3 - Narrative Report
- Task 4 - Element Level Report
- Task 5 - Design Coordination
- Task 6 - Meetings/Progress Reporting

Scope of Work Details

1. Review of Existing Documentation/Mobilization

WSP shall meet with RITBA representatives and assemble and review all plans and documents made available relating to the bridge. This material will consist of but is not limited to: Previous Biennial Reports, Existing Inventories, Plans and Design Documents.

WSP shall review available existing plans for the bridge, the files for the bridge and conduct a thorough review of the previous inspection reports, with emphasis on structural elements recommended for monitoring prior to commencing the inspection. WSP shall also include critical elements of flooring systems, regardless of redundancy. These elements shall be identified, and are to be included in the inspection. The review will also familiarize the Teams with each of the structural features requiring special documentation. These reviews will assist in the determination of the appropriate strategy for gaining access and scheduling the needed equipment for inspections. During the inspection, our teams shall compare the existing plans with the actual and document any discrepancies.

WSP shall prepare a Work Plan, including provisions for the maintenance and protection of traffic and develop a sequence of inspections for the structure. WSP shall meet coordinate with RITBA and AETNA, the contractor currently working on the bridge, to arrange and schedule the work and discuss permissible inspection times and lane outages, where needed.

WSP shall coordinate, through KEVILLE and RITBA, all lane closing schedules with other contractors working on the Facility. WSP shall take the necessary measures to coordinate our work in order to minimize the impact of the construction and other conflicts and disruptions to traffic.

2. Field Inspection

WSP shall assign crews as necessary to perform the field work assigned by the Authority. Each inspection crew shall consist of two or three individuals, one Team Leader, one Assistant Team Leader, and where necessary one Team Member, all thoroughly experienced in bridge inspection; specifically, high level, long span bridges using various means of access, including climbing.

WSP shall utilize pre-drawn inspection forms and sketches of typical details for superstructure and substructure elements for use in verifying existing conditions and recording field inspection notes. Field notes will be legible. All field notes will utilize English units. Defects will be documented and photographed where appropriate. Documentation sketches shall be prepared to identify the extent, locations, and/or seriousness of a particular defect.

A typical photographic record (digital file) will be taken of all typical conditions and specific areas of deterioration and defects. When a particular bridge feature has components not adequately covered on the inspection forms, these features shall also be photographed. The inspection report shall include a statement on their condition and ability to function.

During the course of the inspection, we shall meet periodically to report on our findings. If a critical condition or major defect affecting the integrity of the structure is found, we shall notify RITBA personnel immediately.

The intensity of inspections shall be in accordance with all Federal, State and Local requirements. In addition, we shall access critical areas of flooring systems (regardless of redundancy) to perform "hands-on" inspection. Critical areas include, but are not limited to, areas of floorbeams, stringers, and their connections that are most likely to exhibit corrosion damage or cracking problems. These areas are generally those that will be most subject to dampness and debris accumulation and least subject to preventative maintenance and, therefore, generally most susceptible to corrosion damage (example: at expansion joints).

Our inspection shall encompass the following elements of the structure:

Substructure (above water)

- a. Piers and anchorages.
- b. Towers (interior and exterior (visual)).

Superstructure

- a. Structural steel, including: stiffening trusses, floor trusses, stringers, connections, portal, lateral, diagonal, and sway bracing.
- b. Suspension system, including: anchorage strands, main suspension cables, wrapping, cable bands, hand ropes, and connections, suspender ropes, and sockets.
- c. Bearings, plates, anchor bolts, and pins.

- d. Expansion joints and fixed dams, stress relief joints.
- e. Roadway deck; top and underside.
- f. Drainage system, including catch basins, scuppers, downspouts, and outfall.
- g. Walkways, railings, and safety curbs and barriers.
- h. Signs, gantries, and sign structures.
- i. Light poles and bridge navigation lights.

If signs of major deterioration or distress affecting the performance of the bridge are found in the inspection, WSP shall notify the RITBA immediately and assist the Authority's representative in evaluating the condition.

The field work shall include a visual inspection of the structural elements of the bridge. WSP shall inspect steel members for cracks, corrosion, deterioration and holes, examine bolted and riveted connections for signs of distress, and evaluate paint condition. Areas of significant loss or heavy corrosion shall be documented and evaluated. Main members shall be reviewed for misalignment or collision damage. In addition to the main bridge elements, we shall inspect and evaluate bridge drainage, utility supports, and other appurtenances. WSP shall visually inspect the substructure elements for any signs of settlement, movement, and cracking. We shall inspect all concrete and masonry for cracking, spalling, soundness, delamination, efflorescence, exposed rebar, etc. WSP shall sound all areas of concrete where there are signs of deterioration. WSP shall also sound areas where loose concrete may become a public hazard.

Biennial inspections also require 100% hands-on for Fracture Critical Members (FCM) and certain Fatigue Sensitive Details (FSD). Fracture Critical Members are those subject to tension or reversal whose failure would be expected to result in collapse or partial collapse of the structure. It is important to identify cracking or other flaws on FCM members early in their development. Any structure that consists of two or three girders, all truss tension members, and pin and hanger assemblies are non-redundant load path members and require 100% hands-on inspection. Category D, E or E' welds and non-redundant pier caps also require a 100% hands-on inspection.

3. Narrative Report

WSP will prepare a Narrative style report in a similar format to the past Newport Pell Bridge Inspection Reports. The report will address the sections of the bridge inspected during this inspection task. This report will be submitted to RITBA for review.

A sample report outline will be as follows:

- Cover Sheet
- Table of Contents
- Sensitive Security Information (SSI) Statement
- Location Map
- Executive Summary
- Introduction
- Inspection Findings by Section
- Appendices
 - o Drawings
 - o Deficiency Tables
 - o Fracture Critical Members/Fatigue Sensitive Details

- Recommendations and 10 Year Plan
- Structural Inventory & Appraisal Sheet
- Member Condition Tables
- Bridge Replacement Cost

All of these elements will be submitted with the 2014 Suspended Spans Inspection Report.

WSP will submit three (3) color copies of the Draft Report for the Authority's review and five (5) full color copies of the Final Report. The Final report will also be submitted to the Authority on CD-ROM in PDF format. We will include ten (10) CD ROM copies of the Final Report in PDF Format.

4. Element Level Report

WSP will prepare an Element Level Report utilizing the web-based RIDOT Bridge Management System Portal (AASHTOWare BrM 5.21). The report format will be similar to that used by RIDOT for other State bridges and will involve the follow tasks:

- Review and update all applicable Structural Inventory and Appraisal Items and prepare a document summarizing the changes made to the Bridge File.
- Establish the list of bridge elements that comprise the Newport Pell Bridge including determining quantities of each element and assigning the applicable Condition States for all quantities as per the findings of the inspection.
- Provide any necessary files to complement the Element Level Report including tables, sketches, photographs and any additional comments that may exceed the space limitations of the BrM Program.
- Adhere to RIDOT requirements and procedures regarding the BrM Bridge Management System for report preparation and the new AASHTO Manual for Bridge Element Inspection, 1st Edition.

This report will be submitted to RITBA for review. WSP will submit three (3) color copies of the Draft Report for the Authority's review and five (5) full color copies of the Final Report. The Final report will also be submitted to the Authority on CD-ROM in PDF format. We will include ten (10) CD ROM copies of the Final Report in PDF Format.

5. Design Coordination

WSP will be on-call during the course of Rehabilitation Contract 11-1, on-going on the East Approach Spans of the Newport Pell Bridge. WSP will assist, as requested by RITBA, in the evaluation of appropriate steel repairs as work progresses during Contract 11-1.

WSP will also "follow the contractor" as the remaining work under Contract 11-1 is completed and document the resulting conditions of the bridge members post repair/painting. This will be done in order to obtain a baseline documentation of the bridge members for use during future inspections while the contractor's access platform is still in place.

It is assumed that the contractor's platform will be made available to WSP for all activities related to the Design Coordination task. No access equipment or lane closure costs are included in this

proposal for any work related to this task.

Inspection findings, particularly those conditions related to the on-going repairs under Contract 11-1, will be brought to the attention of RITBA and the consultant design team for discussion, evaluation and resolution. WSP will provide any necessary inspection notes, photographs and other documentation.

6. Meetings/Progress Reporting

During the course of the work, WSP shall submit a progress report by the third day of each month throughout the course of the project, summarizing the progress of the work to date.

WSP shall conduct an internal kick-off meeting to discuss the plan of action for the project, including the equipment and inspection forms to be used, to establish the schedule and to develop the procedures for communication.

Throughout the duration of this project, WSP shall attend monthly and other as needed meetings to be held at RITBA Offices to discuss progress of the work and to resolve any outstanding issues. WSP will provide at least five (5) copies of the Progress Reports and minutes of each meeting

Technical Assumptions

1. WSP will inspect the noted sections of the Newport Pell Bridge as part of the 2014 Inspection. The Approach Spans are not included in the scope of this inspection except as outlined in Task 4 - Design Coordination. No Underwater Inspection tasks are expected to be required in 2014.
2. Design of Repairs of any critical inspection findings can be performed by WSP, but will be performed under a separate task order or under the design set aside included in Contract 10-7B.
3. WSP has solicited bids for access equipment and traffic control. No awards have been made to date. A composite average has been used for estimating purposes on a unit cost basis.
4. WSP has not included any costs in this proposal for lane closures or attenuator trucks. It is anticipated WSP will be able to utilize existing lane closures in place by others related to Contracts 11-1 and 12-1, which will result in an overall cost savings for RITBA. It is also assumed that WSP crews will be able to utilize the RITBA owned attenuator truck while working in the contractors lane closures.
5. WSP will comply with Contract No. 10-7B for all issues regarding this assignment.

Schedule

WSP will commence work and proceed in accordance with the project upon receipt of the Notice to Proceed. Assuming approval of the proposal at the July, 2014 RITBA Board Meeting, it is planned to have a start of field work in September, 2014 and complete the work utilizing 2 inspection teams by December, 2014.

RITBA Contract No. 10-7B

Biennial Bridge Inspection at the Newport Pell Bridge

2014 Suspended Spans Inspection – Equipment Summary

•	Main Suspended Span – 1W to 1E		
	UBIU	2 units x 20 days @ \$ 1800/day =	\$ 72,000
	Lane Closure (*)	0 days @ \$ 1900/day =	<u>\$ 0</u>
			\$ 83,400
•	West Suspended Span – 1W to 2W		
	UBIU	2 units x 9 days @ \$ 1800/day =	\$ 32,400
	Lane Closure (*)	0 days @ \$ 1900/day =	<u>\$ 0</u>
			\$ 38,100
•	East Suspended Span – 1E to 2E		
	UBIU	2 units x 9 days @ \$ 1800/day =	\$ 32,400
	Lane Closure (*)	0 days @ \$ 1900/day =	<u>\$ 0</u>
			\$ 38,100
		TOTAL =	\$ 136,800

- * Assume WSP will be able to utilize existing lane closures expected to be in place by others related to on-going work under Contracts 11-1 and 12-1. Also assumed WSP will be able to utilize the RITBA owned attenuator truck while working in the contractor lane closures.

WSP
2014 Newport Pell Bridge
Suspended Spans Inspection

Cost Proposal

Rhode Island Turnpike & Bridge Authority

2014 Inspection - Newport Pell Bridge

Task 1 - Review of Existing Documentation/Mobilization

1. Salaries and Wages by Personnel	WSP	ESTIMATED	RATE (\$) PER	TOTAL
ASCE GRADE	WSP TITLE	HOURS	HOUR	ESTIMATED
				COST (Dollar)
A VII	Project Manager	16	\$72.00	\$1,152.00
A VI	Senior Project Engineer/QualityControl	16	\$62.93	\$1,006.88
A V	Project Engineer/Team Leader	40	\$56.00	\$2,240.00
A III	Engineer/Asst. Team Leader	32	\$38.00	\$1,216.00
N I/II	Engineering Aide/Team Member	8	\$23.00	\$184.00
N III	CAD Operator	0	\$30.00	\$0.00
	TOTAL:	112.00		\$5,798.88
2. Multiplier	Rate = 1.70			<u>\$9,858.10</u>
	SUBTOTAL:			\$15,656.98
3. Expenses				
	Mileage			\$200.00
	Hotel Costs			\$0.00
	Per Diem			\$0.00
	Reproduction			\$200.00
	Other			<u>\$0.00</u>
	SUBTOTAL:			\$400.00
4. Subcontractor	n/a			\$0.00
	Subcontractor Mark Up 5%			\$0.00
	SUBTOTAL:			<u>\$0.00</u>
	TOTAL:			\$16,056.98



Rhode Island Turnpike & Bridge Authority

2014 Inspection - Newport Pell Bridge

Task 2 - Field Inspection

1. Salaries and Wages by Personnel	WSP	ESTIMATED	RATE (\$) PER	TOTAL
ASCE GRADE	WSP TITLE	HOURS	HOURLY	ESTIMATED
				COST (Dollar)
A VII	Project Manager	64	\$72.00	\$4,608.00
A VI	Senior Project Engineer/QualityControl	64	\$62.93	\$4,027.52
A V	Project Engineer/Team Leader	760	\$56.00	\$42,560.00
A III	Engineer/Asst. Team Leader	760	\$38.00	\$28,880.00
N I/II	Engineering Aide/Team Member	0	\$23.00	\$0.00
N III	CAD Operator	0	\$30.00	\$0.00
	TOTAL:	1648.00		\$80,075.52
2. Multiplier	Rate = 1.70			<u>\$136,128.38</u>
	SUBTOTAL:			\$216,203.90
3. Expenses				
	Mileage			\$500.00
	Hotel Costs (60 days @ \$75/day)			\$4,500.00
	Per Diem (60 days @ \$30/day)			\$1,800.00
	Reproduction			\$0.00
	Miscellaneous Consumables (Batteries, Paint, Keel etc.)			<u>\$200.00</u>
	SUBTOTAL:			\$7,000.00
4. Subcontractor				
	Lane Closures/UBIU/Access Costs			\$136,800.00
	Subcontractor Mark Up 5%			\$0.00
	SUBTOTAL:			<u>\$136,800.00</u>
	TOTAL:			\$360,003.90



Rhode Island Turnpike & Bridge Authority

2014 Inspection - Newport Pell Bridge

Task 3 - Narrative Report

1. Salaries and Wages by Personnel	WSP	ESTIMATED HOURS	RATE (\$) PER HOUR	TOTAL ESTIMATED COST (Dollar)
ASCE GRADE	WSP TITLE			
A VII	Project Manager	24	\$72.00	\$1,728.00
A VI	Senior Project Engineer/QualityControl	40	\$62.93	\$2,517.20
A V	Project Engineer/Team Leader	120	\$56.00	\$6,720.00
A III	Engineer/Asst. Team Leader	120	\$38.00	\$4,560.00
N I/II	Engineering Aide/Team Member	32	\$23.00	\$736.00
N III	CAD Operator	0	\$30.00	\$0.00
	TOTAL:	336.00		\$16,261.20
2. Multiplier	Rate = 1.70			<u>\$27,644.04</u>
	SUBTOTAL:			\$43,905.24
3. Expenses				
	Mileage			\$0.00
	Hotel Costs			\$0.00
	Per Diem			\$0.00
	Reproduction			\$500.00
	Other			<u>\$0.00</u>
	SUBTOTAL:			\$500.00
4. Subcontractor	n/a			\$0.00
	Subcontractor Mark Up 5%			<u>\$0.00</u>
	SUBTOTAL:			\$0.00
	TOTAL:			\$44,405.24



Rhode Island Turnpike & Bridge Authority

2014 Inspection - Newport Pell Bridge

Task 4 - Element Level Report

1. Salaries and Wages by Personnel	WSP	ESTIMATED	RATE (\$ PER	TOTAL
ASCE GRADE	WSP TITLE	HOURS	HOUR	ESTIMATED
				COST (Dollar)
A VII	Project Manager	16	\$72.00	\$1,152.00
A VI	Senior Project Engineer/QualityControl	32	\$62.93	\$2,013.76
A V	Project Engineer/Team Leader	80	\$56.00	\$4,480.00
A III	Engineer/Asst. Team Leader	80	\$38.00	\$3,040.00
N I/II	Engineering Aide/Team Member	32	\$23.00	\$736.00
N III	CAD Operator	0	\$30.00	\$0.00
	TOTAL:	240.00		\$11,421.76
2. Multiplier	Rate = 1.70			<u>\$19,416.99</u>
				SUBTOTAL: \$30,838.75
3. Expenses				
	Mileage			\$0.00
	Hotel Costs			\$0.00
	Per Diem			\$0.00
	Reproduction			\$500.00
	Other			<u>\$0.00</u>
				SUBTOTAL: \$500.00
4. Subcontractor	n/a			\$0.00
	Subcontractor Mark Up 5%			\$0.00
				<u>\$0.00</u>
				SUBTOTAL: \$0.00
				TOTAL: \$31,338.75



**Rhode Island Turnpike & Bridge Authority
 2014 Inspection - Newport Pell Bridge
 Task 5 - Design Coordination**

1. Salaries and Wages by Personnel	WSP	ESTIMATED HOURS	RATE (\$) PER HOUR	TOTAL ESTIMATED COST (Dollar)
ASCE GRADE	WSP TITLE			
A VII	Project Manager	16	\$72.00	\$1,152.00
A VI	Senior Project Engineer/QualityControl	16	\$62.93	\$1,006.88
A V	Project Engineer/Team Leader	40	\$56.00	\$2,240.00
A III	Engineer/Asst. Team Leader	40	\$38.00	\$1,520.00
N I/II	Engineering Aide/Team Member	0	\$23.00	\$0.00
N III	CAD Operator	0	\$30.00	\$0.00
	TOTAL:	112.00		\$5,918.88
2. Multiplier	Rate = 1.70			<u>\$10,062.10</u>
	SUBTOTAL:			\$15,980.98
3. Expenses				
	Mileage			\$300.00
	Hotel Costs			\$0.00
	Per Diem			\$0.00
	Reproduction			\$0.00
	Other			<u>\$0.00</u>
	SUBTOTAL:			\$300.00
4. Subcontractor	n/a			\$0.00
	Subcontractor Mark Up 5%			<u>\$0.00</u>
	SUBTOTAL:			\$0.00
	TOTAL:			\$16,280.98



**Rhode Island Turnpike & Bridge Authority
 2014 Inspection - Newport Pell Bridge
 Task 6 - Meetings/Progress Reporting**

1. Salaries and Wages by Personnel	WSP	ESTIMATED HOURS	RATE (\$) PER HOUR	TOTAL ESTIMATED COST (Dollar)
ASCE GRADE	WSP TITLE			
A VII	Project Manager	32	\$72.00	\$2,304.00
A VI	Senior Project Engineer/QualityControl	16	\$62.93	\$1,006.88
A V	Project Engineer/Team Leader	24	\$56.00	\$1,344.00
A III	Engineer/Asst. Team Leader	0	\$38.00	\$0.00
N I/II	Engineering Aide/Team Member	0	\$23.00	\$0.00
N III	CAD Operator	0	\$30.00	\$0.00
	TOTAL:	72.00		\$4,654.88
2. Multiplier	Rate = 1.70			<u>\$7,913.30</u>
	SUBTOTAL:			\$12,568.18
3. Expenses	Mileage			\$200.00
	Hotel Costs (3 days @ \$75/day)			\$225.00
	Per Diem (3 days @ \$30/day)			\$90.00
	Reproduction			\$0.00
	Other			<u>\$0.00</u>
	SUBTOTAL:			\$515.00
4. Subcontractor	n/a			\$0.00
	Subcontractor Mark Up 5%			<u>\$0.00</u>
	SUBTOTAL:			\$0.00
	TOTAL:			\$13,083.18

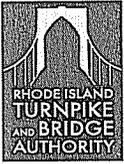


**Rhode Island Turnpike & Bridge Authority
2014 Inspection - Newport Pell Bridge
Summary**

Task	Salaries & Wages	Multiplier	Expenses	Subcontractor	Total
1	\$5,798.88	\$9,858.10	\$400.00	\$0.00	\$16,056.98
2	\$80,075.52	\$136,128.38	\$7,000.00	\$136,800.00	\$360,003.90
3	\$16,261.20	\$27,644.04	\$500.00	\$0.00	\$44,405.24
4	\$11,421.76	\$19,416.99	\$500.00	\$0.00	\$31,338.75
5	\$5,918.88	\$10,062.10	\$300.00	\$0.00	\$16,280.98
6	\$4,654.88	\$7,913.30	\$515.00	\$0.00	\$13,083.18
Totals	\$124,131.12	\$211,022.90	\$9,215.00	\$136,800.00	\$481,169.02

- Task 1 - Review of Existing Documentation/Mobilization**
- Task 2 - Field Inspection**
- Task 3 - Narrative Report**
- Task 4 - Element Level Report**
- Task 5 - Design Coordination**
- Task 6 - Meetings/Progress Reporting**





RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM <i>12</i>	DATE PREPARED: September 4, 2014	SUBJECT: MT. HOPE MAIN CABLE INVESTIGATION
FOR THE MEETING OF: September 10, 2014		PREPARED BY: Eric Offenberg

SUMMARY DESCRIPTION:

Mt. Hope Bridge cable investigation (10 Year Plan Item #12) design was due to be performed last year. The project will be designed and bid this Fall. Amman & Whitney's task order under Contract 10-11 provides these services. Last cable inspection performed in 2000.

Financial Effect : Not-to-exceed \$190,000

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	INITIALS	DATE	BOARD ACTION:
EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>			<p><input type="checkbox"/> TABLED: UNTIL _____</p> <p><input type="checkbox"/> DISCUSSED: <i>Action Taken:</i></p> <p style="text-align: right;">VOTE TAKEN: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: right;">APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> RATIFIED</p>
FINANCE <i>NANCY E. PARRILLO</i>			
√ ENGINEERING <i>ERIC OFFENBERG</i>	<i>EO</i>	<i>9/4</i>	
PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
MAINTENANCE <i>JAMES ROMANO</i>			
PROCUREMENT			
OTHER (SPECIFY)			
OTHER (SPECIFY)			

96 Morton Street New York, NY 10014-3309

212.462.8500 Fax 212.929.5359

www.ammann-whitney.com

September 2, 2014

Mr. Eric Offenberg, P.E.
Director of Engineering
Rhode Island Turnpike and Bridge Authority
One East Shore Road
P.O. Box 437
Newport/Pell Bridge Administration Building
Jamestown, RI 02835

RE: Contract 10-14, On-Call Engineering Services for the Mount Hope Bridge

Subject: Proposal for Mount Hope Bridge Main Cable Investigation
Design Services

Dear Mr. Offenberg:

Per your request, attached please find our Proposal (Technical Scope and Costs) to perform the Design for the Main Cable Investigation.

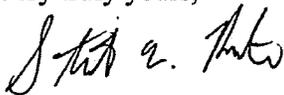
This activity is on the Ten Year Plan and is scheduled for the current timeframe. The Main Cable Investigation is Item 12 on the Plan.

As can be seen on the Ten Year Plan and the schedule at the end of the Scope of Work, the Main Cable Investigation is a multi-year project. There are two main phases; Design and Contract Award followed by the phase for Construction Support Services. Although the Scope describes both of these phases, at this time our Cost Proposal is only for the Design & Contract Award phase.

The cost to perform this work is Not To Exceed \$190,000.

If you have any questions, feel free to call me (212-627-6587).

Very truly yours,



Stuart Rankin, P.E.
Project Manager

File: Mount Hope, MHB-031

Rhode Island Turnpike & Bridge Authority
Mount Hope Bridge

Main Cable Investigation and Evaluation

Ammann & Whitney Consulting Engineers
9/2/2014

Overview

Ammann & Whitney was requested by the Rhode Island Turnpike and Bridge Authority to submit a scope of services and cost proposal for the Main Cable Investigation and Evaluation of the Mount Hope Bridge. The Main Cable Investigation and Evaluation is on the Board approved Ten Year Plan.

The timing and schedule for performing internal main cable inspections is outlined in report NCHRP-534 (National Cooperative Highway Research Program Report #534 titled Guidelines for Inspection and Strength Evaluation of Suspension Bridge Parallel-Wire Cables). Although still within the scheduling window, the Mount Hope Bridge is at the outer limits of the timeline since its last internal inspection in 2000 (before the issuance of NCHRP in 2004).

The two main cables of the Mount Hope Bridge each include 7 strands of 350 parallel wires, for a total of 2,450 wires in each cable. The wires are standard Number 6 gauge (0.196" diameter), galvanized, with a specified ultimate strength of 225 ksi.

Work Items

Design & Contract Award

Activity 1 - Visual Inspection and Review of Existing Data:

We will review previous year's Annual Inspection Reports as well as the earlier main cable inspection report from 2000. We will walk the cables and perform a visual inspection of the cables, cable bands, handropes, saddles, splay castings, cable strands, and associated hardware in the anchorages. We will incorporate all of this information which will be used to develop the detailed program for inspection, sampling, and testing (described in other task below).

Access to the cables will be via the safetywalk at roadway level. This will allow us to walk up to the tower tops and down the backstays to the anchorages. No special access equipment will be required. We will utilize 100% fall protection (double lanyard system).

Design & Contract Award

Activity 2 - Selection of Cable Inspection Locations

Based on the visual inspection and a review of the existing data from the previous inspections, and our observations during the cable walk performed in Activity 1, we will recommend locations where the cables will be unwrapped for investigation. NCHRP Report 534 recommends three locations on each cable for the first inspection: the low point on the main span, a low point on a side span, and part way up the main span on one cable and part way up a side span on the other cable. However, since the Mount Hope has long backstays not included in

the NCHRP quantity recommendations, additional wedging should take place there as well (especially since the 2000 report noted numerous broken wires there). It is anticipated that a total of 8 panels will be identified. This is needed to ensure that enough locations have been inspected to instill confidence that the observed conditions are representative of the entire cable length. We may recommend that one or two of the previously unwrapped panels be reinspected.

The findings and recommendations of Activity 1 and Activity 2 will be presented in a report. We will meet with the Authority to discuss the findings and recommendations before proceeding to the final design phase of the project.

Design & Contract Award

Activity 3 - Preparation of Contract Documents and Procurement of Contractor

We will prepare the contract documents for a qualified contractor to provide the work platforms, labor, tools, equipment and materials necessary to remove the existing wrapping, assist in driving wedges for the inspection; cut and remove sample wires, splice in replacement wires, and finally recompact, rewrap and repaint the cables.

The contract documents will include general details of the work platforms, specifications for the unwrapping, wedging, rewrapping and painting of the cable, and details regarding the removal of wire samples and splicing of broken and removed wires. It will be necessary to include the design of a new wrapping machine and cable compactor, as these elements must be custom fabricated for this specific application. We suggest that the bolt tensions be tested on the cable bands at each end of each cable opening location, as the cost of this work is relatively small relative to the expense of providing access (which will already be provided). Based on the results, we can make recommendations if any further testing and retightening is warranted.

We anticipate obtaining the computer files for the drawings and specifications from the 2000 project to be used as a basis for this current design effort.

We will assist the Authority in issuing the bid documents and advertising the project. We will be on site to conduct a pre-bid meeting with interested contractors. We will answer questions and issue addendum as necessary. We will evaluate the submitted bids and make a recommendation of award to the Authority.

Construction Support Services

Activity 4 - Inspection, Mapping, Sampling of Main Cable Wires

At the first work location, Ammann & Whitney will work closely with the Authority's Resident Engineer to oversee all aspects of the contractor's cable work including installation of the work platforms, unwrapping of cables, cable wedging, wire sampling and splicing, cable rewrapping, and painting. After the first location is completed, the Resident Engineer will continue to oversee the routine construction activities on a day to day basis and Ammann & Whitney will be on site for the wedging inspection and wire sample selection. Our proximity to the bridge will allow us to be at the site as needed and will not require a continuing presence, therefore saving costs to Authority.

NCHRP defines the four stages of wire corrosion as Stage 1 (nearly new) through Stage 4 (ferrous corrosion on more than 30% of the wire surface). We will utilize these corrosion stages to classify each and every wire that is visible within a wedged open groove. Based on our

experience on these and other investigations, we envision that the cable panel will be wedged open at eight positions corresponding to 12, 1:30, 3, 4:30, 6, 7:30, 9 and 10:30 o'clock. The conditions inside each wedge groove will be noted and recorded in notes and photographs. From this data, the cable cross-section can be divided into pie-slice-shaped sectors between the wedge lines and the conditions extrapolated to create a "corrosion map" of the cable cross-section.

Sufficient samples of each wire grade will be tested in order to develop statistically valid strength data for each wire grade. Based on the age of the Mount Hope Bridge, we anticipate that NCHRP Report 534 guidelines would indicate a total of 120 wire samples as appropriate. For eight locations, this averages to two wires per groove.

All broken wires found in situ should be removed for examination and testing. They should be spliced if they are within reach. In addition, representative samples of the various corrosion stages must be obtained with an emphasis on the deteriorated wires, which tend to have more scatter in test strengths. All cut wires will be spliced unless they are too deep to be reached. Sample wires will be properly tagged for clear identification and delivered to the testing facility.

Wire testing specifications will be prepared according to NCHRP Guidelines with some modifications. For example, NCHRP Report 534 does not call for fatigue testing of the cable wires, which we consider to be important since fatigue testing will reveal the presence of small cracks that may not become apparent in standard tensile tests. The value of wire fatigue tests has been proven on recent projects including Bear Mountain Bridge, Williamsburg Bridge, Mid-Hudson Bridge, and others. Cracked wires have a much more important influence on cable strength than the typical corrosion stages indicate and it is therefore important to have as much information as possible about the amount of cracking present.

The results of this wire testing program will establish a baseline of wire properties for the various corrosion grades found. This will be available for comparison to wires removed during future inspections over the life of the bridge. The physical properties data is also used to compute cable strength as discussed below.

Construction Support Services

Activity 5 - Computation of Cable Strength and Safety Factors

Ammann & Whitney has used the NCHRP methodology for computing cable strength on the Bronx-Whitestone, Throgs Neck, Bear Mountain, Humber and Forth Road Bridges, as well as the Delaware Memorial Bridges and the William Preston Lane Bay Bridge, and we have used the basic method on numerous other projects prior to the publishing of Report 534. The NCHRP Report should be considered a guide and cannot be taken as the definitive methodology as even its author constantly refines the cable modeling details in order to best fit the actual conditions. The following is a brief summary describing our approach to performing strength calculations.

Three strength models are provided in the NCHRP procedures; all are based on the Brittle Wire Model. Wires that are weaker or that have an ultimate strain below that reached in a given step in the analysis are assumed to break and drop out of the strength calculation. The cable force is then the sum of the forces in the unbroken wires. The largest value that this force reaches as the cable is incrementally loaded, is the ultimate cable strength. The three models are described as follows:

- Limited Ductility Model. This is the basic brittle Wire Model in which the ultimate strain is used to determine the number of wires that will be broken at any specific level of strain. This

model requires that the stress strain curve data is known for each specific grade of wire, and is not generally used for this reason. In the few cases where this has been tested it was found that results are within a few percentage points of the more practical Brittle Wire Model. It is therefore not worth the added expense to perform stress-strain plots on all the wire specimens.

- Brittle Wire Model. This is a special case of the Limited Ductility Model in which all wires are subjected to the same stress and the tensile strength of the wires is used to determine when individual wires break. This has proven to be the most practical method and has been used in recent projects.
- Simplified Model. In this model all broken and cracked wires are eliminated from the strength calculation. This is generally not used for a cable with significant numbers of Stage 3 and 4 wires.

In computing the cable strength, broken wires are first taken out of the section. The number of remaining wires in each category is then computed by multiplying the total remaining number of wires and the percentage of wires of each category. The sub-strength of the wires in that category is then the product of the mean strength of the wires in that category and the corresponding number of wires in that category. The total cable strength is computed by summing up the sub-strengths of wires in each corrosion category.

One of the most important factors in this process is accurately estimating the number of broken wires. In estimating the equivalent number of broken wires in a panel of interest, broken wires in the six adjacent panels (three panels on each side) are also considered. It is assumed that each wire breaks only once within the seven panels considered based on the fact that a wire will break only after being loaded to 100% of its strength. Wire retraction measurements taken when cutting sample wires are used to determine how much of the wire's strength will be redeveloped at each cable band. For example, assuming 25% is recovered, then if a 7,000-lb capacity wire breaks at Panel 59-61, it will recover 25% of the 7,000 lbs, or 1750 lbs at either Panel 57-59 or Panel 61-63. In terms of wire count, if four broken wires are observed in either Panel 57-59 or Panel 61-63, an equivalent number of three ($=4 \times (1-25\%)$) additional broken wires is added to the broken wire count in Panel 59-61.

After the distribution of wire strengths has been computed, the theoretical cable is incrementally loaded. At each step of the loading, the number of remaining intact wires is recomputed. The incremental loading analysis is accomplished by a spreadsheet on a virtual cable as described above, starting with the estimated number of wires in each category. The force in each wire is increased from its initial value by an increment of 50 lbs. At each step of the loading, the probability or the Fraction of Remaining Wires $F(x)$ is determined by the Wire Load and the probability density function selected for that specific grade (Normal Distribution for I and II, Weibull Distribution for III, IV and cracked). The number of remaining wires at each step is equal to $F(x)$ times the initial number of wires in that particular grade.

At each step of the loading process, the total number of remaining wires times the Wire Load gives the Cable Load at that step. After the maximum cable load is reached, the curve is seen to decrease sharply.

Safety Factors are then computed as the ratio between the cable's ultimate strength vs. the working force in the cable. Our analysis of working force will incorporate data extracted from the recent Load Rating report based on using standard AASHTO loads.

Construction Support Services

Activity 6 - Preparation of Report

Our report will describe the entire cable investigation process of the project as described above. All corrosion mapping diagrams and inspection field notes will be submitted either in hard copy or as electronic files as specified by the Authority. The report will also include:

- A complete description of all test procedures and test data will similarly be included.
- Details of the inspection, testing, and contractor's work will be documented with digital photographs.
- A comprehensive description of the procedures used to compute the cable strength will be included along with tabulations and graphs of the results.
- Recommendations regarding additional investigations, remedial measures, and maintenance as may be appropriate.
- Cost and schedule estimates for any recommended additional investigations or rehabilitation measures

Our report will also include any short term or long term recommendations regarding any suspension system preservation improvements that result from the detailed investigation. Such improvements could range from standard approaches such as cable oiling or the application of zinc paste, to a more cutting-edge cable dehumidification system. Ammann & Whitney has unmatched experience in the area of cable rehabilitation, including expertise in the design and installation of cable dehumidification.

Schedule:

Assume Notice to Proceed October 1, 2014

Design Activity 1 – November 2014 (site inspection)

Design Activity 2 – December 2014 (report of findings)

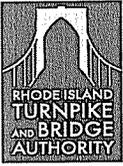
Design Activity 3 – January through April 2015 (prepare bid documents and award contract)

Construction Activity 4 – May through November 2015 (construction)

Construction Activity 5 – November 2015 through February 2016 (wire testing)

Construction Activity 6 – February 2016 through May 2016 (report)

END OF SCOPE OF WORK



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM 13	DATE PREPARED: September 3, 2014	SUBJECT: MT. HOPE HOUSE REPAIRS & LEASE
FOR THE MEETING OF: September 10, 2014		PREPARED BY: Eric Offenberg

SUMMARY DESCRIPTION:

The Mount Hope House is currently leased to Roger Williams University through 2016. The carriage house is used by our maintenance department. The septic system has failed and both buildings need numerous repairs to keep them in operation. We are using our contract with CDM to do the septic repair and have used the states master price agreement to select Northeast Collaborative and Newport Appraisal Group to determine extents and value to work necessary to keep buildings operational. Initial estimates require approximately \$460,000 to bring both buildings up to a useable condition.

Financial Effect : \$46,800

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>	INITIALS	DATE	BOARD ACTION:
	FINANCE <i>NANCY E. PARRILLO</i>			<p><input type="checkbox"/> TABLED: UNTIL _____</p> <p><input type="checkbox"/> DISCUSSED: <i>Action Taken:</i></p> <p style="text-align: right;">VOTE TAKEN: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: right;">APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> RATIFIED</p>
√	ENGINEERING <i>ERIC OFFENBERG</i>	<i>EO</i>	9/4	
	PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	PROCUREMENT			
	OTHER (SPECIFY)			
	OTHER (SPECIFY)			

**TASK ORDER NO. 4 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 4 dated _____ attached to and made part of the Master Services Agreement dated July 18, 2012, between CDM Smith Inc. (ENGINEER) and Rhode Island Turnpike and Bridge Authority (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as:

Evaluation of Cesspool Replacement - 1 Old Ferry Road, Bristol, RI (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

The purpose of this Task Order is to provide the OWNER an evaluation of alternative solutions to replace the failing cesspool at 1 Old Ferry Road, Bristol, RI (Plat 167, Lot 28) resulting from the Notice of Intent to Enforce (NIE) issued by the Rhode Island Department of Environmental Management (RIDEM) on January 21, 2014. This Task Order Scope of Services includes;

TASK 1 – Existing Onsite Wastewater Treatment System (OWTS) System Assessment

Task deleted as RIDEM has waived the inspection. Cesspool assessment not required because will not reuse existing cesspool, rather abandon.

TASK 2 – Field investigations

Perform limited visual survey to confirm existing conditions, utilities, and elevations.

Perform research on existing collection systems at Town of Bristol and Roger Williams University.

TASK 3 – Evaluation of Alternatives

Review plans and records provided by the Owner and other parties.

Evaluate the following alternatives to replace the existing cesspool:

- o Gravity sewer system connection to existing collection system (public or private)
- o Low pressure sewer system connection to existing collection system (public or private)
- o OWTS (new septic system)

Evaluations will include preliminary plan layouts and calculations (flows, pipe slopes, pumping rates, etc.).

Alternative evaluations will consider sewerage demands resulting from potential improvements on the property and build-out in the area.

Alternatives based on connection to existing collection system (gravity or low pressure systems) will also incorporate a potential shared connection with an adjacent property lot owner.

TASK 4 – Summary Memorandum

Submit Summary Report Memorandum of findings of investigations; alternatives evaluation including preliminary calculations and layouts of each alternative; and recommended alternative.

TASK 5 - Septic System Design

Septic System Design by Northeast Engineers under direction from Engineer. Proposal attached.

Engineer to provide administrative, oversight, and quality review services.

TASK 6 – Administration

Two (2) project meetings

Two (2) project status updates

2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

All services for Task Order No. 4 shall be completed by the contract terms for termination outlined in the Master Services Agreement dated July 18, 2012. This is subject to any contract extensions mutually agreed upon by both parties. Specific milestones for Task Order No. 4 are highlighted below:

- Initial assessment of alternatives - February 21, 2014
- Draft Report summarizing alternatives evaluations - March 28, 2014
- Final Summary Report- within seven calendar days of receiving OWNER review comments on Draft Report
- Septic System Design complete - June 30, 2014

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

For the Basic Services performed under Section 1, Scope of Work, the OWNER agrees to pay ENGINEER a lump sum fee of \$14,500.

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Task Order No. 4 to the contrary, neither party including the officers agents, servants and employee shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Task Order No. 4 however caused under a claim of any type or nature based on any theory of liability (including but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

Limitation of Liability

Notwithstanding any provision to the contrary contained in this Task Order #4, CDM Smith's total liability to OWNER for any and all injuries, claims, losses, expenses or damage whatsoever from any cause or causes, including but not limited to CDM Smith's negligence, errors, omissions, strict liability or breach of contract, or breach of warranty, shall not exceed the total amount of \$14,500 or the fee CDM Smith receives under this Task Order #4 whichever is greater.

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

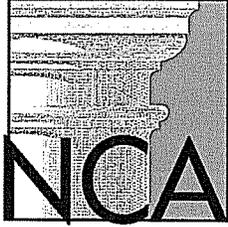
Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER

By: Earl J. Croft, III
Title: Executive Director
Date: _____

ENGINEER

By: Kevin W. Johnson, P.E., PTOE
Title: Associate
Date: _____



**NORTHEAST
COLLABORATIVE
ARCHITECTS**

38 Washington Square
The Exchange Building
Newport, RI 02840
www.ncarchitects.com
tel: 401.846.9583
fax: 401.846.9808

July 29, 2014

Mr. Eric Offenburg
Director of Engineering
Rhode Island Turnpike and Bridge Authority (RITBA)
1 East Shore Road
P.O. Box 437
Jamestown, RI 02835

**RE: Mount Hope Bridge House and RITBA Garage
1 Ferry Road, Bristol, RI**

Dear Eric:

Michael, Cheryl and I enjoyed meeting with you, yesterday at the Mount Hope Bridge House for the walk-through of the Carriage House, the Main House and the exploration of the approx. 1½ acre site.

Brief History:

The property, known as the Isabella L.B. Jones house was constructed in the ca 1895 by the local architectural firm of Howe and Church, and then later remodeled in 1928 as the Mt Hope Administrative Office concurrent with the opening of the Mt. Hope Bridge. The main house, presently utilized by RWU for its accounting department, is somewhat haphazardly laid out with rather confusing circulation. Much of the historical interior has been removed on the first floor with the exception of a fireplace and some stair balustrades and rails. The second floor is more intact in terms of room layout and circulation and the third/ attic floor has retained its historical detail and proportions as an attic/ storage space. The Main House's exterior, although badly weathered, has much of the original historical decorative detail surviving and is quite beautiful in both its scale and shingle-style massing.

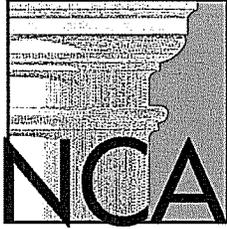
Similarly the Carriage House, presently utilized as a service/ maintenance building for the RITBA, has much of its original character-defining exterior detail, but the interior has been totally stripped and altered over the years.

The Program:

You have asked us to explore 2 (two) adaptive reuse scenarios for the structures and the grounds:

Scenario I: *The architectural design and specification package.... for the restoration of the buildings with their present tenants.*

a) The Main House rehabilitation will be limited to exterior work as outlined in correspondence dated April 6, 2014 by Arnold Robinson, RWU and cost



**NORTHEAST
COLLABORATIVE
ARCHITECTS**

estimated by Tavares Construction (\$249,000) on April 28, 2014.

b) The Carriage House Renovations, as depicted in schematic design drawings handed out at the site along with cost estimates totally approx.. \$111,000

ARCHITECT'S RESPONSIBILITIES

- We will measure and create existing drawings for the building
- We will meet with the State Building inspector and the State Fire Marshall officer to review code requirements.
- We will provide Construction Documents in the form of architectural and engineering plans to illustrate ways to accommodate the required spaces noted in the Space Program.
- We will assist in the selection of the Construction Manager.
- We will bring together a team of engineering consultants as part of our fee.

EXCLUSIONS

- We are not pursuing Historic Tax Credits for this project.
- We are not reviewing the project for hazardous waste. NCA will coordinate, at the owner's request, with a licensed Hazardous Waste consultant.
- Civil Engineering required for site drainage, soils and parking structure

CLIENT RESPONSIBILITIES

- You will provide us access to the site as necessary and provide timely responses to our questions and when your input is sought.

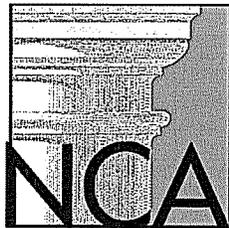
FEES

- NCA's architectural fees for item #I (including consultants) will be based on 8% of actual construction costs.

Scenario II: *The exploration of alternative use(s) for both the existing buildings and the site unrestrained by the present day uses.* The intent of this alternative use study approach is to explore the highest and best development use of the property to maximize dollar return to the RIBTA. NCA proposes to create feasibility studies through the design of preliminary schematic drawings along with preliminary cost estimates and their associated pro-forma.

FEES

- NCA's architectural fees for item #II will be a stipulated sum of \$10,000 and will be limited to no more than 2 separate feasibility alternatives and completed within 4 weeks of authorization to proceed



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ARCHITECTS**

Please let us know if you have any questions about this proposal. Please sign two copies of this Letter of Agreement and return one copy of each to our office as authorization for us to proceed.

Thank you for selecting NCA and we look forward to working with you on this project.

Sincerely,

John K. Grosvenor, AIA, NCARB
Partner

Accepted by:

RITBA
Date:

CC: J Michael Abbott, AIA, CNU-1, Partner
Ray Giolitto, AIA, LEED AP, Partner
Jeffrey Dale Bianco, Partner

NEWPORT APPRAISAL GROUP, LLC

REAL ESTATE CONSULTANTS & APPRAISERS

June 30, 2014

Mr. Eric Offenberg, PE
Director of Engineering
Rhode Island Turnpike and Bridge Authority
One East Shore Road
Jamestown, Rhode Island 02835

Re: Multiple parcels in Bristol, RI

Dear Mr. Offenberg:

As per our discussions, I am writing to provide an estimate for our services.

The parcels in question are all situated in Bristol and identified as follows:

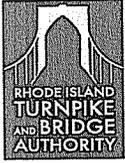
- Plat 167 - Lots 27, 28, 29, 39 (Mt. Hope Bridge Authority)
- Plat 167 - Lot 33 & 56 (Mt. Hope Bridge Authority)
- Plat 167 - Lot 57 (Mt. Hope Bridge Authority)
- Plat 167 - 42 (Roger Williams University)

I would propose a single appraisal report that evaluates the properties as presented above. We would research, analyze and form opinions of value considering the existing use of Lot 57 (parking lot) and testing Lot 33 for subdivision potential. We will develop opinions of market value of the fee simple interest for each property or group of properties. The reporting will meet or exceed current USPAP requirements as well as appraisal reporting standards as stipulated for this type of assignment. We are approved under MPA 361 to conduct appraisals for the State of Rhode Island. Our fee for that level of analysis and reporting would be \$3,500.00 (three thousand five hundred dollars total) with a four-week delivery date (from notification of award). Thank you for the opportunity to be of service. Please feel free to call the office if you have any questions.

Sincerely,



J. Nathan Godfrey



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM 14	DATE PREPARED: August 27, 2014	SUBJECT: MEDIAN BARRIER DESIGN & UPDATE
FOR THE MEETING OF: September 10, 2014		PREPARED BY: Eric Offenberg

SUMMARY DESCRIPTION:

Update of median barrier design progress and timeline for completion. Approval of Parsons Brinckerhoff and CDM task orders under their base contracts.

Financial Effect : Not-to-exceed \$280,600

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>	INITIALS	DATE	BOARD ACTION:
	FINANCE <i>NANCY E. PARRILLO</i>			<p><u> </u> TABLED: UNTIL _____</p> <p><u> </u> DISCUSSED: <i>Action Taken:</i></p> <p style="text-align: right;">VOTE TAKEN: <u> </u> YES <u> </u> NO</p> <p style="text-align: right;">APPROVED: <u> </u> YES <u> </u> NO</p> <p><u> </u> RATIFIED</p>
√	ENGINEERING <i>ERIC OFFENBERG</i>	EO	9/4	
	PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	PROCUREMENT			
	OTHER (SPECIFY)			
	OTHER (SPECIFY)			

Rhode Island Turnpike and Bridge Authority

Proposal for Design and Preparation of Contract Documents for Installation of a Movable Median Barrier For the Newport/Pell Bridge

Submitted to:
Mr. Eric Offenber, P.E.
Director of Engineer
Rhode Island Turnpike and Bridge Authority
One East Shore Road, P. O. Box 437
Jamestown, Rhode Island 02835

by:
Parsons Brinckerhoff
One Penn Plaza
New York, NY 10119

June 2014



June 13, 2014

Mr. Eric Offenberg, P.E.
Chief Engineer
Rhode Island Turnpike and Bridge Authority
Newport/Pell Bridge
One East Shore Road, P.O. 437
Jamestown, RI 02835

**RE: Newport/Pell Bridge
Installation of a Movable Median Barrier**

SUBJECT: Design and Contract Document Preparation Proposal

Dear Mr. Offenberg:

We are pleased to submit this proposal for the preparation of contract documents for the installation of a median barrier utilizing the system as directed by the RITBA – a proprietary Concrete Reactive Tension System . This work is part of the April 1, 2014 approved Ten Year Renewal and Replacement Plan under Item 21.

Included in our proposal are the following:

- Scope of Work
- Staffing and Schedule
- Cost Estimate

The overall cost estimate for performing the work is not to exceed \$219,000.

We trust that the information provided herein is complete and satisfactory and thank you for the continued opportunity to provide services to the Authority.

Very truly yours,

PARSONS BRINCKERHOFF

Debra Moolin, P.E.
Project Manager

Route: MJ/RQH/File

SCOPE OF WORK

This scope of work is intended to prepare contract documents for the installation of a median barrier on the Newport/Pell Bridge.

This scope of work has been broken into four separate tasks:

Task 1: Barrier Configuration

The barrier type has been identified by the RITBA and is an unanchored, proprietary Concrete Reactive Tension System utilized in a fixed position (without accommodation for movement). Assumptions included in this proposal are:

Barrier Type: This SOW assumes that the median barrier will be a proprietary Concrete Reactive Tension System – as directed by the RITBA - utilized in a fixed position (without accommodation for movement), and that is not anchored to the roadway deck. The proprietary system is assumed to include special segments to accommodate longitudinal joint movements. The configuration is assumed to provide sufficient length of barrier off bridge structure to preclude the need for any anchorage to the bridge.

Barrier Location: This SOW assumes that the median barrier will be located along the center line of the bridge utilizing the current four lane configuration.
End Treatments: Transition to the existing west approach guard rail is assumed and this will be confirmed under this task. The termination location of the barrier beyond the east abutment and either transition to the RIDOT guard rail or type of end treatment will be identified.

Barrier openings/gates: The configuration of the barrier will be continuous with the exception of one east end and one west end (off of bridge structure) gated openings. The gated openings are assumed to be part of the proprietary system.

Drainage accommodation: The location and extent of accommodations to provide drainage through the barrier – anticipated to be limited to the superelevated curved section on the east approach. Special segments accommodating drainage are assumed to be provided through the proprietary system.

Barrier Transfer Machine: No barrier transfer machine will be procured and the barrier will be designed for a fixed position without provision for lateral movement.

Subtask 1.1 – Review of Traffic Study

PB will review the Traffic Study prepared by CDM Smith and prepare a list of items described above that require final determination/identification in order to prepare contract documents. The list will include the following for each item: summary of alternatives, identification of issues/considerations, comparative cost data. These items will be finalized through discussion between the Authority, CDM Smith and PB at meetings under Subtask 1.2.

Subtask 1.2 – Final Configuration and Feature Determination

PB will prepare an agenda and facilitate a working meeting with the Authority and CDM Smith to resolve/finalize these issues. At the completion of this subtask, PB will prepare a general plan and typical cross section of the median barrier that indicates the barrier configuration and identifies the location of the special features noted above. This general plan and cross section will be submitted to the Authority for approval before the start of Task 2.

We will make a one day site visit to review any field issues/dimensions required.

We have assumed one full day meeting with the Authority and CDM Smith and a one day site visit under this task.

Task 2: Preparation of Median Barrier Installation Plans, Specifications and Engineer's Estimate

Upon approval by the Authority of the General Plan and Cross Section submitted under Task 1, we will begin the preparation of plans and specifications followed by the preparation of an Engineer's Estimate. Under this task will submit 60% and 100% documents to the Authority for review. This task will include the following:

Subtask 2.1 Structural Review of Additional Load

With the identification of the specific barrier type, the actual additional dead load will be reviewed. Under the Median Barrier study previously performed by PB we utilized the heaviest barrier identified at that time for a review of load ratings and did not identify any issues within the floor system, we will confirm that the load of the barrier identified for installation is equal or less than the load assumed in our previous report. If the load is greater, we will review the load ratings to identify any strengthening that may be required. We have assumed in our cost proposal that this is a minimal effort with only review of the governing stringer ratings requiring review.

We will also perform an evaluation of the anticipated deflection within the

suspended spans due to the installation of the barrier. We will review our findings with the Authority and identify any anticipated changes to the navigational clearances. If it is determined by the Authority that the deflection should be mitigated, a separate SOW can be prepared for modifications to the suspender ropes. Based on an evaluation of deflection performed under the previous median barrier study by PB, the deflection due to the median barrier load is unlikely to create a change to the navigational clearances that is significant enough to require immediate action. If action were required, the suspender ropes lengths can be modified through shimming after the installation of the barrier (this approach would be recommended so that shimming could be performed to a surveyed condition under the new load).

Subtask 2.2 Preparation of Contract Plans

We will work with the barrier manufacturer to perform design and prepare contract plans for the installation of the median barrier system with the following list of drawings anticipated:

- Cover Sheet
- General Notes
- Location Plan
- General Plan and Typical Cross Section (3 sheets): including configuration/layout of barrier, identification of special features including end transitions, end treatments, openings, special barrier segments for longitudinal movements, special barrier segments for drainage
- Schedule of Segment Types and Features: Tabular or other graphical format indicating the location and quantity of special barrier segments to accommodate finger joints, drainage, openings, end treatments, etc.
- Details for removal of existing barriers West End Transition to Existing Guardrail Details (2 sheets)
- East End Termination/Transition Details (2 sheets)
- Details at Tower Expansion Joints
- Details at Openings (2 sheets)
- Maintenance and Protection of Traffic (2 sheets)

Subtask 2.3 Preparation of Contract

We will prepare contract specifications for the procurement and installation of the proprietary median barrier system. We will work with the Authority to identify the most appropriate and beneficial contract item and payment provisions considering variations of lump sum and unit price items. We will identify restrictions on lane closures and construction staging/schedule. The material

and installation specifications are anticipated to be performance based and/or manufacturer based.

Subtask 2.4 Preparation of Engineer's Estimate and Construction Schedule
We will prepare an Engineer's Construction Cost Estimate and Construction Schedule for use in the Task 3 bid evaluation. The estimate will be prepared based on data from the manufacturer on barrier cost and recent installation costs.

STAFFING AND SCHEDULE

The project will be led by Debra Moolin, Project Manager and Larry Taylor, Project Engineer. Michael Abrahams will be the Principle in Charge and provide technical quality reviews.

We will prepare the contract documents on a schedule intended to allow advertising of the project three months after notice to proceed, and distribution of contract documents to bidders four months after notice to proceed. In order to maintain this schedule we have assumed close coordination with RITBA to minimize review comments, review of submittals by RITBA completed within one week, and with work proceeding forward during RITBA reviews.

Notice to Proceed

Task 1

Schedule Meeting to be held within one week of NTP
Submit General Plan to RITBA three weeks after NTP

Task 2

Submit 60% Plans and Specifications eleven weeks after NTP
Submit 100% Plans and Specifications and Construction Cost Estimate
fourteen weeks after NTP
Bid Documents final, accepted by RITBA and ready for distribution to
bidders sixteen weeks after NTP

COST PROPOSAL

The fee is based on direct labor plus overhead and profit multiplier of 1.7. Direct expenses are reimbursed at cost. These rates are based on our General Services Agreement with the Authority. Our cost proposal is summarized on the attached tables:

- Overall Cost Summary
- Labor Hours Backup by Task
- Direct Expenses Backup by Task

The overall proposed cost for the work is not to exceed \$219,000.

**TASK ORDER NO. 6 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 6 dated _____ attached to and made part of the Master Services Agreement dated July 18, 2012, between CDM Smith Inc. (ENGINEER) and Rhode Island Turnpike and Bridge Authority (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as:
Pell Bridge Median Barrier Design Services (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

The purpose of this Task Order is to provide the OWNER with consultation and design services for a median barrier installation on the Newport Pell Bridge. This Task Order Scope of Services includes;

- Analysis of existing collision data from 2006 to 2008 as directed by RITBA.
- Analysis of the percent heavy vehicles to determine required strength of the proposed barrier system.
- Coordination with vendors, including the method of installation, materials, anchoring details, durability and replace ability of the proposed barrier system since there is no RIDOT approved product available for this type of application as part of the risk assessment matrix evaluation.
- Investigation of an additional lane configuration requested to accommodate four (4) travel lanes on the bridge.
- Preparation of a risk assessment matrix - using criteria beyond the FHWA criteria typically used, feedback from RIDOT and RITBA with a level of analysis associated with the Highway Safety Manual.
- Coordination with PB in regards to the preparation of the Median Barrier Design plans for bidding. CDM Smith will also act as the liaison for coordination with RIDOT in the preparation of the final design plans. It is anticipated that the preparation of the bid form and construction cost estimate is not included in this scope of work. We have allocated up to 60 hours to this work item.
- Preparation of pavement marking and signing plans for inclusion in the plan set prepared by PB. The striping layout will also include the preparation of striping specifications. CDM Smith will also identify the use of recommended reflectors/tape to be applied to the proposed median barrier.
- Attendance at up to three (3) coordination meetings with RITBA/ PB and two (2) coordination meetings with RIDOT.
- Attendance at up to three (3) construction site visits during the installation of the median barrier.

2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

All services for Task Order Number 6 shall be completed by the contract terms for termination outlined in the Master Services Agreement dated July 18, 2012. This is subject to any contract extensions mutually agreed upon by both parties.

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

For the Basic Services performed under Section 1, the OWNER agrees to pay the ENGINEER as follows:

For work done by the ENGINEER at the salary cost of such services for employees plus 171.86 percent of the salary cost for overhead and 15 percent profit plus actual out-of-pocket expense costs. Salary cost is defined as the cost of salaries (including sick leave, vacation, and holiday pay applicable thereto) for time directly chargeable to the project; plus unemployment, excise, and payroll taxes; and contributions for social security, employment compensation insurance, retirement benefits, and medical and other group insurance benefits.

Actual out-of-pocket expense costs are all costs other than salary costs that are incurred during the progress of the work. The actual out-of-pocket expense costs include: air fare, automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, telephone, printing and reproduction costs, and other miscellaneous costs incurred specifically for this project.

The charges for rental of field equipment will be at the ENGINEER's regular rates.

For work done by subcontract or consultants, at the actual cost to the ENGINEER of such services plus 10 percent.

The total cost of all Basic Services shall not exceed \$61,600.00.

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Task Order #6 to the contrary, neither party including the officers agents, servants and employee shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Task Order #6 however caused under a claim of any type or nature based on any theory of liability (including but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

Limitation of Liability

Notwithstanding any provision to the contrary contained in this Task Order #2, CDM Smith's total liability to OWNER for any and all injuries, claims, losses, expenses or damage whatsoever from any cause or causes, including but not limited to CDM Smith's negligence, errors, omissions, strict liability or breach of contract, or breach of warranty, shall not exceed the total amount of \$50,000 or the fee CDM Smith receives under this Task Order #6 whichever is greater.

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

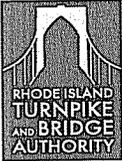
Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER

By: Earl J. Croft, III
Title: Executive Director
Date: _____

ENGINEER

By: Kevin W. Johnson, P.E., PTOE
Title: Associate
Date: _____



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM 15	DATE PREPARED: September 3, 2014	SUBJECT: COLLECTIVE BARGAINING AGREEMENT USAWRI
FOR THE MEETING OF:	September 10, 2014	PREPARED BY: Buddy Croft

SUMMARY DESCRIPTION:

This contract is for a three year period from July 1, 2014 through June 30, 2017 with our union employees.

The contract provides for annual raises of 2% in 2014, 2% in 2015 and 2% in 2016.

It calls for a 20% employee contribution toward healthcare and it also calls for a \$250/\$500 deductible as of 1/1/2015.

Historically, the non-union employees abide by the monetary and healthcare provisions of the union contract.

Financial Effect :

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>	INITIALS	DATE	BOARD ACTION:
		<i>EC</i>	9/3/2014	<p><input type="checkbox"/> TABLED: UNTIL _____</p> <p><input type="checkbox"/> DISCUSSED: <i>Action Taken:</i></p> <p style="text-align: right;">VOTE TAKEN: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: right;">APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> RATIFIED</p>
	FINANCE <i>NANCY E. PARRILLO</i>			
√	ENGINEERING <i>ERIC OFFENBERG</i>			
	PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	PROCUREMENT			
	OTHER (SPECIFY)			
	OTHER (SPECIFY)			

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE RHODE ISLAND TURNPIKE

AND BRIDGE AUTHORITY

and

UNITED SERVICE AND ALLIED WORKERS

OF RHODE ISLAND

July 1, 2014¹, to June 30, 2017⁴

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This Agreement entered into as of the 1st day of July, 2014~~4~~, by and between United Service and Allied Workers of Rhode Island, hereinafter referred to as the "Union", and the Rhode Island Turnpike and Bridge Authority, hereinafter referred to as the "Employer" or the "Authority." The parties hereby agree to the following:

PURPOSE

It is the purpose of this Agreement to provide a more harmonious and cooperative relationship between the Employer and its employees by providing for procedures that will facilitate free and frequent communication between the Employer and its employees.

By means of this Agreement, therefore, the signatories hereby bind themselves to maintain and improve the high standard of service to the customers of the Employer, and agree further that the high morale and good personnel relations through a stabilized Union relationship are essential to carry out this end.

ARTICLE I - RECOGNITION

1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees in the following classifications: Plaza supervisor; toll collector; collector/supervisor; and maintenance employee, ~~toll collector/maintenance employee; and part-time toll collector,~~ as hereinafter defined.

1.2 The bargaining unit shall exclude the Executive Director; the Director of Toll Plaza Operations; the Deputy Director of Toll Plaza Operations; the Director of Engineering; the Chief of Maintenance; the Director of Finance; the Director of Purchasing, the MIS Director, the Executive Director's secretary; all office clerical

employees; and all temporary and/or casual employees as hereinafter defined. The bargaining unit shall include all other employees.

~~1.3 A "part time toll collector" is defined as one who is considered as having an expectation of employment on a regular and recurring basis but who is not guaranteed a minimum number of work hours per week.~~

~~1.4 The Employer shall maintain the positions identified in paragraphs 1 and 2(a) of the undated Agreement between the Employer and the Union (the "Extension Agreement"), provided, however, that there shall be no less than five (5) and no more than seven (7) part time toll collectors in the bargaining unit at any given time.~~

~~1.5. Toll Collector/Maintenance Position. The employee who occupies the toll collector/maintenance position shall be scheduled to work as a full-time maintenance employee during the period beginning the Friday before Memorial Day and ending the Friday before Columbus Day. During other periods of time, the toll collector/maintenance employee shall be scheduled to work as a full-time collector and shall perform maintenance work as required by the Authority.~~

~~The employee who occupies the toll collector/maintenance position shall accrue seniority in the maintenance classification during all periods of time when he or she is scheduled to work as a full-time maintenance employee and shall be paid at the rate earned by a maintenance employee during that time. At all other times, the employee who occupies the toll collector/maintenance position shall accrue seniority in the full-time collector classification and shall be paid at the rate earned by a full-time collector. For purposes of Section 10.2.1, the toll collector/maintenance position shall be deemed to be a position within the maintenance department.~~

1.36 A plaza supervisor shall be assigned ~~by rotation~~ to work in the office of the Director of Toll Plaza Operations during the 7:00 A.M. to 3:00 P.M. shift in the Toll Plaza Operations daily Monday through Friday, excluding holidays.

1.47 The Employer may hire "temporary" or "casual" employees. A "temporary" or "casual" employee is defined as one who is employed on a non-regular or non-recurring basis and/or who is employed on a day-to-day basis or for a specific project, and in the case of a toll collector shall mean any employee other than a full-time collector ~~or a part-time toll collector referred to above.~~ Casual/temporary employees may be utilized by the Employer whenever full-time and part-time employees are not available or when extraordinary circumstances make their employment necessary. The Employer agrees to provide the Union with the names and addresses of all temporary or casual employees who are employed for a specific project, together with the project for which hired and the estimated duration of employment. Temporary and/or casual maintenance employees other than tradesmen and/or craftsmen will not be employed to perform the same duties as full-time maintenance employees covered by this Agreement at wage rates higher than those received by full-time maintenance employees covered by this Agreement. There will be no seasonal casual maintenance employees working for the Employer, except for contractors doing work not normally done by maintenance employees, provided, however, that the Employer may hire seasonal casual maintenance employees to assist the bargaining unit maintenance personnel as deemed necessary by the Authority (the "Seasonal Casual Maintenance" positions).

1.58 The Employer agrees that no employees shall be discriminated against, intimidated or coerced in the exercise of their right to bargain collectively through the Union, or on account of their membership in, or activities on behalf of the Union. The Union agrees that no employees shall be discriminated against, intimidated or coerced in the exercise of their rights under federal or state law.

1.69 The Employer agrees that the Union may appoint one steward to service all bargaining unit employees. The Employer shall be notified by the Union in writing of this appointment and any changes therein.

1.740 Subject to obtaining permission from the departmental supervisor of the steward and the employee involved, a steward may confer during working hours for a reasonable amount of time at the steward's location of work with an employee covered by this Agreement in connection with the investigation and processing of grievances without loss of pay. The departmental supervisor's discretion in granting or refusing such permission shall be exclusive and shall not give rise to a grievance hereunder.

1.844 The Union steward and no more than two (2) other Union members shall be compensated for attending collective bargaining sessions with the Employer as follows: (1) if scheduled to work a shift when a collective bargaining session is taking place, the steward or other Union member shall be paid the same wages he or she would have been paid had the hours worked not included attendance at the collective bargaining session, and (2) if not scheduled to work a shift when a collective bargaining session is taking place, the steward or other Union member shall be granted compensatory time equal to two (2) hours' pay or actual time, whichever is greater, to attend collective bargaining sessions with the Employer.

ARTICLE II - UNION SECURITY

2.1 Employees in the bargaining unit who are members of the Union as of the effective date of this Agreement, and employees who thereafter become members of the bargaining unit, shall, after their thirtieth day of employment, as a condition of employment maintain their membership in the Union in good standing for the duration of this Agreement, to the extent of paying the periodic dues and initiation fee uniformly required as a condition of Union membership. The obligation to become a member of, and to maintain good standing in, the Union is defined as the duty to tender periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

2.2 The Union will accept as members all present and future employees who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union shall complain that any employee covered by this Agreement who has become a member of the Union in good standing, has failed to remain a member in good standing during the term of this Agreement, and the Union shall request the discharge of such employee, the Employer and the employee shall be so notified by the Union in writing, and the Employer shall have thirty calendar days following receipt of such notice within which to discharge such employee. If during such thirty-day period the employee shall pay or tender his delinquent dues, the Employer shall not be required to discharge such employee.

In the event the Union fails to notify the Employer and the member or employee as aforesaid within ninety calendar days of the date when the earliest defaulted dues of such member or employee first became due and payable, the Employer shall not be

required to dismiss the defaulting member or employee from employment on the ground of failure to pay the required Union dues for any period prior to ninety days preceding notice by the Union.

2.3 The Union shall indemnify and save the Employer harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the Employer in fulfilling the requirements of this Article II and Article III of this Agreement.

ARTICLE III - PAYROLL DEDUCTION

3.1 The Employer shall deduct the Union dues and initiation fee payable by members of the bargaining unit from the wages of those members who have authorized the Employer to do so in writing. The Employer shall forward to the Financial Secretary-Treasurer of the Union, on a monthly basis, the total amount so deducted from the wages of such employees, together with a list of employees from whose wages such deductions have been made.

3.2 If a dues deduction is scheduled to be made during a pay period an employee is on paid vacation, the dues shall be deducted from the employee's vacation pay. All sums so assigned shall be paid by the Employer to the Union during the month in which deducted.

ARTICLE IV - MANAGEMENT RIGHTS

Except as specifically prohibited by the terms of this Agreement, the Employer shall retain all the rights, powers, and authority vested in it by law. The Union recognizes and agrees that except as prohibited by this Agreement, the Employer shall be vested with the exclusive authority to manage its business; decide the number and

classifications of employees to be employed; the location of work; the machines, tools and equipment to be used; the method and schedules of work; and the right to maintain order and efficiency in its operation; to hire, lay off, assign, transfer and promote employees; to determine the qualifications of employees; to determine the number and schedule of hours to be worked; to make reasonable rules and regulations, not in conflict with the Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations, and after advance notice thereof to the Union and employees, to require compliance therewith; and the right to discipline and discharge employees for cause.

The Employer shall have all other rights and prerogatives that it had prior to the execution of this Agreement, subject only to express restrictions on such rights as are provided by this Agreement.

In the event that any substantial changes are contemplated by the Employer in its method of operation during the term of this Agreement and such contemplated changes would affect bargaining unit employees, the Employer agrees to afford the Union the opportunity to fully discuss such changes.

ARTICLE V - HOURS OF WORK

5.1 The normal work week for payroll purposes shall consist of forty (40) hours, made up of five (5) eight-hour days in any seven (7) calendar day period commencing at 12:01 A.M. on Sunday, exclusive of a one-half (½) hour unpaid lunch period for all full-time employees except maintenance employees. The normal work week for payroll purposes for maintenance employees shall be the same as above except that

maintenance employees shall not be scheduled to work on Saturdays or Sundays as part of their normal schedule.

Work shifts, starting and quitting times shall be scheduled by the Employer and any changes shall be discussed with the Union before implementation.

5.2 Subject to the approval of the Director of Toll Plaza Operations, an employee may exchange shift assignments by mutual agreement with another employee who is scheduled to work the same day in the same classification and work location, provided that it would not create overtime or any other additional cost to the Employer and provided further that approval shall not be unreasonably withheld. The exchanging of days off is not permitted.

5.3.1- Permanent shift assignments ~~will be posted for full-time toll collectors and collector/supervisors~~ will be posted on the first Monday in December of each year and shall remain posted through the fifteenth day thereafter (the "Posting Period"). During the Posting Period, toll collectors and collector/supervisors may submit to the Director of Toll Plaza Operations their preferred shift assignments, in order of preference. The shifts will be assigned within each classification by seniority and the assignments will take effect as of the first schedule posted for January of the following year. If an employee does not submit his or her shift assignment preferences within the time allowed, then all other shift assignments shall be made, and that employee shall then be assigned any shift still available without regard to seniority.

~~The shift assignments will remain in effect until the following January, provided, however, that during the period beginning December 15, 2008, and ending September 15, 2009, the Authority shall have the right to change shift assignments, as~~

~~deemed necessary in the Authority's sole discretion and subject to the seniority provisions of this Agreement, up to a maximum of three (3) times, and shall give thirty (30) days' notice of any changes in shift assignments to affected employees.~~ 5.3.2
Permanent shift assignments for Plaza supervisors will be posted within thirty (30) days after the next supervisor position is filled and thereafter on the first Monday in December of each year and shall remain posted through the fifteenth day thereafter (the "Posting Period"). During the Posting Period, supervisors may submit to the Director of Toll Plaza Operations their preferred shift assignments, in order of preference. The shifts will be assigned within each classification by seniority and the assignments will take effect as of the first schedule posted for January of the following year. If an employee does not submit his or her shift assignment preferences within the time allowed, then all other shift assignments shall be made, and that employee shall then be assigned any shift still available without regard to seniority.

5.3.3 Shift assignments will remain in effect until the following January, provided, however, that if, due to a material change in toll collection procedures, the Employer needs to implement a schedule change, the Employer shall have the right to do so once during each contract year, and permanent shifts for the new schedule will be re-posted and assigned in accordance with the terms of this Article 5.3.

5.4 All employees working the 11/7 shift when the clocks are set back one (1) hour to Eastern Standard Time shall receive nine (9) hours' pay at straight time. Any employee who uses sick leave, vacation leave or a paid personal day during this shift will receive only eight (8) hours' pay. All employees working the 11/7 shift when the clocks are set ahead one (1) hour to Eastern Daylight Time shall receive seven (7)

hours' pay at straight time. Any employee who works this shift shall have the option to use one (1) hour of compensatory, personal or vacation leave during the shift, at his or her option. Any employee who uses sick leave, vacation leave or a paid personal day during this shift will receive only seven (7) hours' pay.

5.5 Overtime at the rate of time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours per week or eight (8) hours per day, but there shall be no pyramiding of overtime compensation.

5.5.1 Toll collectors who work two complete shifts consecutively shall receive time and one-half (1.5) times their regular rate for the second shift hours whether or not the two shifts are worked in the same calendar day, provided, however, that if a Toll collector works a special shift and then a regular shift with a break of at least thirty (30) minutes between them, RITBA shall have no obligation to pay overtime for the hours of the regular shift unless otherwise provided for in this Agreement. For purposes of this provision, a "special shift" shall be defined as a shift other than the regularly-scheduled shifts referred to as the 7-3; the 3-11; and the 11-7.

5.5.2 Partial shifts scheduled as shifts of at least five (5) hours in duration shall be deemed "complete" shifts for purposes of Article 5.5.1, provided, however, that overtime at the rate of 1.5 times the employee's regular rate of pay shall be paid only after the employee has performed eight (8) hours of work. (Example: An employee who works a 5-hour partial shift and an 8-hour shift consecutively shall be paid overtime after the third hour of the 8-hour shift.)

5.6 Under no circumstances shall hours paid for but not worked be calculated as hours worked for purposes of computing overtime compensation, except for holiday

hours for full-time employees scheduled to work on the holiday and hours paid but not worked pursuant to Section 14.1 hereof due to a death in the employee's immediate family. ~~Part-time toll collectors shall be paid double time for work performed on the holidays identified in Article XIII of this Agreement.~~

5.7 Whenever a supervisor, collector/supervisor or full-time toll collector is on a leave of absence, paid or unpaid, for a month or more, because of illness or injury, FMLA leave, or sickness of any kind, or for any other type of leave of absence, including military, personal, or paid or unpaid vacation, the Employer shall transfer the most senior employee within the appropriate classification to fulfill the schedule requirements. Whenever a maintenance employee is on a leave of absence, paid or unpaid, for a month or more because of illness or injury or military duty, the Employer shall transfer the most senior employee within the appropriate classification to fulfill the schedule requirements. A part-time employee temporarily transferred to any vacant position pursuant to the terms of this section shall not receive health benefits and/or any other benefit received or accrued by full-time employees.

5.8 The number of hours worked on a day or night shift period will be worked continuously, with the exception of the meal period.

5.9 The present practice with respect to wash-up for maintenance employees shall continue in full force for the duration of this Agreement.

5.10 Overtime opportunity will be offered to employees within classification and work location by seniority on a rotating basis and in accordance with the "Memorandum of Agreement (Article 5.10 – Vacant Shifts – Call List)" dated May 2011, a copy of which is attached hereto and incorporated herein as **Exhibit A**. Collector/supervisors shall be

given the option to elect whether to be placed on the collector or supervisor overtime list. This option will be offered to collector/supervisors at the start of each calendar year and will remain in effect for one year.

Each year, no more than three (3) full-time employees, by seniority, shall be permitted to notify the Employer, in writing, between June 15th and June 25th, that they do not wish to be contacted by the Employer during the following contract year to work available overtime shifts. Both the Union and the Employer acknowledge that the preceding provision shall not prevent the Employer from requiring any employee (regardless of whether the employee has notified the Employer that she or he does not wish to be contacted to be offered the opportunity to voluntarily work overtime) to work overtime involuntarily as the Employer may deem necessary in its sole discretion.

5.11 Supervisors by seniority shall be offered the 7A.M. - 3P.M. shift, if available, provided that it would not create overtime or require changing a collector/supervisor's shift.

5.12 Certain operational issues related to staffing and minimizing difficulties in filling holiday and other shifts shall be addressed as follows:

1. Holiday Call Lists for Supervisors, Collector/Supervisors, and Collectors. For each holiday, RITBA will create the following:

(A) A "Holiday Call List" in the form attached hereto as **Exhibit B-1**. The Holiday Call List shall consist of a series of sign-up sheets for each of the holidays, with deadlines for each holiday indicated on each sign-up sheet. Operations personnel shall sign up on each "Holiday Call List" to indicate that they DO want to be scheduled/called for holiday hours. Employees who do NOT

put their names on the Holiday Lists will NOT be considered eligible to participate in the holiday call list process. Employees who put their names on the "Holiday Request List" described in Article 13.5 may NOT also sign up on the Holiday Call List for the same holiday.

Both the Union and the Employer acknowledge that the preceding provision shall not prevent the Employer from requiring any employee (regardless of whether the employee has notified the Employer that she or he does not wish to be contacted to be offered the opportunity to voluntarily work holiday overtime) to work overtime involuntarily as the Employer may deem necessary in its sole discretion. (This provision is intended to govern how employees will be scheduled/called in to work holiday hours as needed, whereas Article 13.5 is intended to govern how employees will request holidays off.)

(B) A "Holiday Call List – Next To Be Called" in the form attached hereto as **Exhibit B-2**. Using the "Holiday Call List" referenced in subsection A of this Article, RITBA will prepare the Holiday Call List – Next To Be Called, with separate sections for collectors and supervisors. Collector/supervisors shall have the option of electing whether to be included in the collector or supervisor section of the Next To Be Called List. This option will be offered to collector/supervisors at the start of each calendar year and will remain in effect for one year. Employee names shall be ordered on the Next To Be Called List according to overall seniority, and each list shall rotate, with the name of the selected employee going to the bottom of the list.

2. Interim Collector/Supervisor. RITBA will post a sign-up sheet for full-time and part-time toll collectors interested in becoming trained to serve in the position of "Interim Collector/Supervisor." Collector(s) who sign up shall then be trained to serve in the position of collector/supervisor on holidays, at the discretion of RITBA, when neither a supervisor nor a collector/supervisor is available to work a particular shift. The position of Interim Collector/Supervisor shall not be considered a separate classification for purposes of seniority, as defined in the CBA, or for any other purpose. A collector serving as Interim Collector/Supervisor shall be paid at a collector/supervisor's rate of pay for all hours worked as the Interim Collector/Supervisor and shall accrue seniority as a collector/supervisor when working in that position.

3. Collector/Supervisor Shifts. The CBA expressly includes among management rights the right to make staffing and scheduling decisions. Without waiving or otherwise relinquishing or affecting those rights, and in the interest of minimizing the difficulties encountered in filling vacant supervisor shifts, RITBA will schedule a collector/supervisor, instead of a collector, to work the 3 – 11 and the 11 – 7 shifts. The collector/supervisor 3-11 and 11-7 shifts shall be posted promptly upon execution of this Agreement.

~~4. "Mixed-Up Mile" Scheduling of Next Supervisor Shift.~~
Without waiving or otherwise relinquishing or affecting management rights, RITBA will make best efforts to modify its scheduling practices so that a supervisor who works the shift known as the "mixed-up mile" will not be scheduled to work the next 11 – 7 shift but will instead be scheduled to work as a

lane monitor, if a monitor position is available, on the next 6—2 shift, provided this accommodation does not cause RITBA to incur overtime.

ARTICLE VI - WAGES

6.1 The hourly wage rate for all full-time employees in the classifications of plaza supervisor; maintenance employee; collector/supervisor; collector/maintenance employee; and full-time toll collector; ~~and part-time toll collector~~, shall be increased by two percent (2.00%) effective as of, and retroactive to, July 1, 2014~~1~~, and shall then be as follows:

Hourly Rates

Plaza Supervisor	\$24.10
Maintenance Employee	\$24.10
Collector/Supervisor	\$22.87
Full-Time Collector	\$22.33
Part-Time Collector	\$19.89

Effective July 1, 201~~5~~2, said employees shall receive a wage increase of two ~~(2%) and one-half percent (2.5%)~~. Effective July 1, 201~~6~~3, said employees shall receive a wage increase of two three percent (2~~3~~%).

ARTICLE VII - PART-TIME TOLL COLLECTORS - DELETED

This Article has been deleted in its entirety. In the event the Employer offers part-time collector positions in the future, the positions shall constitute bargaining unit positions.

~~7.1 A part time toll collector can be called for work at any time, 24 hours a day, 365 days a year, except that he or she shall be entitled to 7.5 days' paid vacation and 7.5 days' sick leave per year after one year of employment, and 10 days' paid vacation and 7.5 days' sick leave per year after five (5) years of employment.~~

~~The opportunity to work will be offered to part-time toll collectors by seniority on a rotating basis. Any part-time toll collector who declines the opportunity to work shall be considered as having accepted the opportunity for the purpose of rotation. If a part-time toll collector cannot be reached, he or she will retain his or her position on the rotation list. If a part-time toll collector works a shift on a holiday, that day will count as two (2) days for purposes of the rotation. Part-time toll collectors shall continue to be required to make themselves available regularly to work on an as-needed basis as many as forty (40) hours per week during the summer season and at such other times during the year as the Employer, in its sole discretion, may deem necessary.~~

~~7.2 If a part-time toll collector exceeds twenty-four (24) hours worked in a week, he or she shall receive retroactively full-time wages and (non-healthcare) benefits for all hours worked during that week, provided, however, that in a week which includes one of the holidays identified in Article XIII of this Agreement, a part-time toll collector must exceed thirty (30) hours worked in the week in order to receive retroactively full-time wages and (non-healthcare) benefits for all hours worked during that week. If the part-~~

~~time employee is not assigned to work on a holiday during a week in which he or she exceeds thirty (30) hours worked, then the employee shall be paid holiday pay at the straight full-time rate. If the week in which the employee exceeds thirty (30) hours includes a holiday and the employee does, in fact, work on the holiday, then the part-time employee shall be compensated for work performed on the holiday at double the full-time rate. If the part-time toll collector works more than twenty-four (24) hours (or, in a week that includes a holiday, more than thirty (30) hours), but less than forty (40) hours during the week, then the following shall occur: (A) The collector's sick and vacation benefits will accrue at the full-time rate; and (B) any sick and/or vacation benefits discharged during that week shall be paid for at the full-time rate. This provision shall not constitute or create duplication or pyramiding of benefits to employees.~~

~~7.3 A part-time toll collector promoted to the classification of full-time toll collector will be credited with one day of seniority for each day of work as a part-time toll collector.~~

~~7.4 Notwithstanding the provisions contained in Article 7.1, a part-time or full-time toll collector shall be permitted to designate, in writing, and with at least two weeks' notice, a maximum of twelve (12) days per year on which she or he is "not available" to be called for work in order to attend a doctor or dentist appointment (hereinafter referred to as a "Not Available" or "N/A" day). For each "N/A" day designated by an employee, the Director of Toll Plaza Operations, at the Director's sole discretion, may require the employee to provide documentation from the doctor or dentist certifying that the employee did, in fact, attend an appointment with the health professional on the~~

designated N/A day. An "N/A" day will count as a day worked by the employee for all purposes except payroll and overtime purposes. N/A days shall constitute unpaid leave, provided, however, that a collector may use accrued sick or vacation time. This Article 7.4 shall not apply to an employee during any period during which the employee is collecting unemployment benefits.

ARTICLE VIII - VACATIONS

8.1 Full-time employees shall accrue paid vacation time in accordance with the following schedule:

<u>Number of Annual Hours</u>	<u>Period of Continuous Service</u>
40	Upon completing first six (6) months
40	Upon completing second six (6) months
80	Two (2) years
120	Five (5) years
160	Ten (10) years
176	Fifteen (15) years
200	Twenty (20) years

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All full-time employees in the bargaining unit who have completed one (1) year of service as a full-time employee shall be entitled to two (2) weeks paid vacation during the twelve (12) months immediately following the date on which they complete one (1) year of service, and in each succeeding twelve (12) month period until they attain five (5) years of service. Upon completion of five (5) years of service as a full-time employee, said employee shall be entitled to three (3) weeks paid vacation during the twelve (12) months immediately following the date on which he or she completes five (5) years of service, and in each succeeding twelve (12) month period until he or she attains ten (10) years of service as a full-time employee. Upon completion of ten (10) years of service as a full-time employee, said employee shall be entitled to four (4)

~~weeks paid vacation during the twelve (12) months immediately following the date on which he or she completed ten (10) years of service as a full-time employee, and in each succeeding twelve (12) month period.~~

~~8.1.1 For purposes of computing the amount of vacation time to which a full-time toll collector is entitled, the Employer will grant credit for the days served as a part-time toll collector, provided that upon promotion from part-time to full-time status, said employee shall not be entitled to duplication and/or double dipping of the vacation benefits as a toll collector.~~

8.2 Earned vacations may be taken in periods up to and including fifteen (15) consecutive work days. Periods in excess of this may only be taken by mutual agreement.

8.3 Vacation days will be allowed to accrue to a limit of sixty (60) days. Accrued vacation days over sixty (60) shall be paid out on or around the employee's anniversary date.

~~8.4 Employees must apply for their desired period for vacation time with as much advance notice as possible, and in any event, prior to the posting of the affected work schedule. Vacation prior to April 1 of each calendar year. Otherwise, such vacation time may only be taken as scheduled by the Employer. Vacation times shall be posted prior to March 1 of each year so that senior employees may exercise their right to selection of vacation time.~~

8.5 During the first six (6) months of continuing absence due to illness or injury, an employee will continue to accrue vacation entitlement, provided the employee is on sick leave.

8.6 Accrued vacation and sick leave time, respectively, shall be set forth on each employee's paystub.

8.7 Vacation and/or sick leave pay due to an employee pursuant to this Agreement shall, promptly after thirty (30) days from the date of the death of the employee, be paid, in order of preference, to:

- (1) The surviving spouse;
- (2) Children eighteen (18) years of age or older in equal shares;
- (3) Parents, or the survivor of them;
- (4) Siblings in equal shares; or
- (5) The person who has paid the funeral bill of the deceased

employee.

Provided, however, that if the Employer has actual notice of the appointment of a fiduciary to administer the deceased employee's estate, then the vacation and/or sick leave pay shall be paid to the appointed fiduciary upon receipt by the Employer of a certified copy of the fiduciary's certificate of appointment.

ARTICLE IX - SICK LEAVE and PERSONAL DAY

9.1 Full-time employees, after completing their probationary period, shall be entitled to accrue one and one-half (1.5) days of paid sick leave per month and shall be allowed to accumulate such leave to a maximum of two hundred (200) days. ~~In the event that a part-time toll collector is appointed as a full-time toll collector, said employee will begin to accrue one and one-half (1.5) days of paid sick leave per month, following the completion of the probationary period, as set forth in Section 10.1, and sick leave benefits available to part-time toll collectors will no longer be applicable to that~~

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employee; provided, however, that such employee shall be entitled to carry forward any unused sick leave accrued during the employee's part-time employment. In the event that a part-time toll collector is appointed as a full-time toll collector prior to the completion of one year of employment, the employee shall be credited with a pro-rata portion of the sick leave credit to which he would have been entitled had he remained a part-time employee for a full year.

9.1.1 Any employee who intends to use her or his accrued sick leave must notify the Employer, either in person or by telephone, of that intention at least four (4) hours prior to the start of the shift for which the employee intends to use the leave, unless the reason for the leave constitutes a Medical Emergency. For purposes of this section, a Medical Emergency is defined as any sudden, unexpected physical injury or ailment that requires treatment by a licensed medical professional. An employee who is required to be absent from all or part of a shift due to a Medical Emergency may be required by the employee's supervisor to provide the Employer with satisfactory documentation of the Medical Emergency from the treating medical professional.

9.2 It is agreed that the Employer may require any employee to present a physician's certificate of illness as a condition upon the receipt of sick pay in cases of suspected abuse of sick leave benefits or in cases of sick leave lasting three (3) days or more.

9.3 Any full-time employee who retires and receives benefits under the retirement plan referred to in Article XII of this Agreement or dies, shall be entitled to compensation, at the employee's then regular straight-time hourly rate, for fifty percent (50%) of all accumulated sick leave, payable when the employee begins receiving

benefits under the retirement plan or in accordance with Section 8.7 of this Agreement. Any full-time employee whose termination of employment is either voluntary or non-disciplinary shall be entitled to compensation, at his or her then regular straight-time hourly rate, for twenty five percent (25%) of all accumulated sick leave, payable to the employee or in accordance with Section 8.7 of this Agreement.

9.4 Any full-time employee who uses less than eight (8) days of sick leave during a fiscal year shall be granted a paid personal day as of July 1 of the following fiscal year to be taken during that fiscal year by mutual agreement between management and the employee.

9.5 Whenever an employee shall be absent from work due to illness or injury and has applied to receive compensation pursuant to the Worker's Compensation laws, the employee shall be entitled to use his or her available sick leave, if any, for the first week of leave in accordance with the terms of this Agreement. If the employee's application for Worker's Compensation benefits is granted, the Employer shall credit back to the employee all sick leave used by the employee during the first week of absence, and the employee shall pay back to the Employer an amount equal to the Worker's Compensation benefits received for the first week of leave.

9.6 There shall be a sick leave bank into which bargaining unit employees may deposit sick days. All sick days up to a maximum of sixty (60) which would otherwise be forfeited by the terms of this Collective Bargaining Agreement beginning July 1, 1999, shall, automatically and without notice to the employees, be deposited into the bank as those sick days become due to be forfeited. In addition, during the month of January of the year 2000 and each year thereafter, each full-time employee shall have

the option of depositing one sick day, and each part-time employee shall have the option of depositing one-half (.5) of one day, into the bank.

An employee who has contributed to the bank may make application to the bank to receive sick leave at the rate of no more than forty (40) hours per week for full-time employees and no more than twenty (20) hours per week for part-time employees, to be used while the employee is on an otherwise unpaid leave of absence from work due to a serious health condition, as defined in the federal Family and Medical Leave Act of 1993 and regulations promulgated pursuant thereto. Application to the bank for sick leave shall be made by submitting a confidential written request to the Labor/Management Sick Leave Bank Committee, comprised of two (2) members of the Union, the Executive Director of the Turnpike and Bridge Authority, and the Chairman of the Board of Directors. The application shall identify the serious health condition that is preventing the employee from working and shall be accompanied by medical certification of both the condition and the employee's inability to work. The application shall also set forth the amount of leave for which the employee is applying.

The Sick Leave Bank Committee will gather data, interview the employee if needed and render a decision, which shall be final and not subject to the grievance procedure or otherwise arbitrable or appealable. The Committee shall have the right to grant the employee an amount of sick leave that is less than what the employee has requested.

Only an employee who has donated a minimum of one (1) day in the current year to the Sick Leave Bank, in the case of full-time employees, or one-half (.5) of one day, in the case of part-time employees, may request leave from the bank. An employee

who uses sick leave from the bank must thereafter repay to the bank an amount of sick leave equal to the leave received from the bank before the employee may again make application to the bank. Repayment shall be at the rate of one-half (.5) of one day per month for full-time employees and three (3) days per year for part-time employees.

The Executive Director will retain the official record of the Sick Leave Bank, and will provide a statement to the Union concerning the balance in the Sick Leave Bank in January and July of each year.

ARTICLE X - SENIORITY

10.1 All new employees shall have probationary status for a period of six (6) calendar months following initial entry into the bargaining unit during which time the Employer may terminate such employees at its sole discretion and such termination probationary period for new employees who have worked at least one hundred (100) hours during the previous twelve (12) months shall be three (3) calendar months following entry into the bargaining unit.

10.1.1 Any employee who transfers to a new position will be subject to a probationary period for the first six months (6) months that he or she occupies (or re-occupies) that position. If, at the conclusion of the probationary period, the Employer determines that the employee has not performed satisfactorily during his or her probationary period, the employee shall be notified of that determination in writing and shall be returned to the position occupied prior to the transfer.

10.2 Seniority is defined as length of continuous service with the Employer, and shall apply within classifications for purposes of transfer, days off, vacations, and holidays, shift preference, work assignments, including lane monitoring assignments,

layoff and recall, provided, however, that overall seniority shall apply for purposes of layoffs related to the implementation of E-Z Pass or another automated toll collection system. Seniority shall apply in cases of promotional opportunities, provided the qualifications of affected employees are equal.

10.2.1 Notwithstanding the terms of Section 10.2, all employees applying for vacancies within the maintenance department shall be required to submit to one or more interviews to be conducted by the Chief of Maintenance, the Director of Engineering and/or the Executive Director or the Executive Director's designee. The purpose of the interview shall be to determine the qualifications of the employee to perform the functions and duties of the position, as outlined in Exhibit C.

Notwithstanding the terms of Section 10.1.1, an employee who transfers to a position within the maintenance department will be subject to a probationary period for the first thirty (30) working days that he or she occupies (or re-occupies) that position. The duration of the probationary period for any such employee may be extended at the discretion of the Employer if the Employer determines that a longer period is needed to adequately evaluate the performance of the employee in the maintenance position. If, at the conclusion of the probationary period, the Employer determines that the employee has not performed satisfactorily during his or her probationary period, the employee shall be notified of that determination in writing and shall be returned to the position occupied prior to the transfer.

10.3 Seniority shall accumulate only during periods of active work, holidays, vacations, and other fully paid leaves, and for the period of any unpaid leave of absence granted pursuant to Section 15.1A. of this Agreement.

10.4 Employees shall lose seniority in the following circumstances:

1. Upon voluntary termination of employment.
2. Upon discharge for just cause.
3. Upon their refusal or failure to accept and report to work within two

(2) calendar weeks after notice of recall from layoff.

4. Upon the expiration of a continuous period of layoff of one (1) year.

10.5 All employees in the employ of the Employer on the date of the signing of this Agreement shall be considered as employed in the Job Classification in which they are working on that date. Job Classification seniority of any employee commencing work in any job classification on or after the date hereof shall be based solely on the employee's length of service in said job classification. The job classifications are maintenance employee, toll collector, ~~regular part-time toll collector,~~ plaza supervisor, and collector/supervisor.

10.6 Every employee who is classified as plaza supervisor, collector/supervisor ~~or, toll collector/maintenance employee or maintenance employee~~ shall be considered to have seniority in the toll collector classification as of her or his date of hire as a full-time employee. An employee, however, may use such seniority as a toll collector only in the event that the employee becomes medically unable to perform the duties of her or his position as plaza supervisor, collector/supervisor ~~or, toll collector/maintenance employee or maintenance employee~~ and yet remains medically able to perform the duties of a toll collector. Any employee who transfers to a collector position based upon seniority accrued pursuant to this Section 10.6 will be subject to a probationary period

for the first six (6) calendar months that she or he occupies (or re-occupies) the collector position.

10.7 An employee transferred from one job classification to another at the direction of the Employer, or at his or her own request, shall retain in the job classification from which he or she was transferred the seniority he or she had attained up to the time of transfer. Except in the case of a transfer of an employee from a job which is abolished by the Employer, the employee shall have seniority in the job classification to which he or she is transferred only from the date he or she began work therein; and in the event of a layoff in the last mentioned job classification he or she shall have the privilege of returning to the job classification from which he or she was transferred with seniority as if the original transfer had not been made. The transfer of an employee from a job which has been abolished to another job classification shall be without loss of seniority.

10.8 A registered letter mailed to the employee's last known mailing address will constitute reasonable effort by the Employer to recall employees from layoff.

10.9 Any employee shall be considered resigned if the employee fails to appear for work for five (5) consecutive days after being notified work is available. This would be excepted if the employee is incapacitated and so notifies the Employer.

10.10 The Employer shall provide the Union with a seniority list of all employees, including date of hire, wage rate, and seniority accrued through part-time employment.

ARTICLE XI - HEALTH BENEFITS

11.1 The Employer shall make available to all full-time employees and their eligible dependents a group health care plan. A summary of the terms of the coverage

provided by the Employer as of July 1, 2014¹, is attached to this Agreement as **Exhibit D**. The Employer retains the sole and exclusive right to select and/or change the plan, administrator or provider of the medical coverage offered, provided, however, that if the Employer elects to change health plan, administrator and/or provider, the Employer shall be required to make available to all full-time employees equivalent coverage. In the event that the Employer changes the medical plan, administrator and/or provider and there is a dispute regarding the level of benefits or services provided under the new coverage, the Union may present a grievance regarding that dispute pursuant to XIX of this Agreement.

11.2 The Employer shall make available to all full-time employees and their eligible dependents a group dental plan. A summary of the terms of the coverage provided by the Employer as of July 1, 2014¹, is attached to this Agreement as **Exhibit E**. The Employer retains the sole and exclusive right to select and/or change the plan, administrator or provider of the dental coverage provided, however, that if the Employer elects to change the dental plan, administrator and/or provider, the Employer shall be required to make available to all full-time employees equivalent coverage. In the event that the Employer changes the dental plan, administrator and/or provider and there is a dispute regarding the level of benefits or services provided under the new coverage, the Union may present a grievance regarding that dispute pursuant to XIX of this Agreement.

11.3 Employees shall contribute by payroll deductions twenty percent (20%) of ~~toward~~ the annualized total premium, including the deductible amounts paid out by the Authority pursuant to the terms of the health care plan, including health, dental, and

vision care (sometimes referred to as the "working rate") in accordance with the following percentages, subject to the following annual caps:

Individual Coverage _____ **Cap of \$2,200**

_____ First Year	_____ 15%, with no cap
_____ Second Year	_____ 17.50%, with no cap
_____ Third Year	_____ 20.00%, with cap of \$2,200

Individual/Spouse Coverage _____ **Cap of \$4,000**

_____ First Year	_____ 15.00%, with no cap
_____ Second Year	_____ 17.50%, with cap of \$3,700
_____ Third Year	_____ 20.00%, with cap of \$4,000

Individual/Child(ren) _____ **Cap of \$4,000**

Family Coverage _____ **Cap of \$4,800**

_____ First Year	_____ 15.00%, with no cap
_____ Second Year	_____ 17.50%, with cap of \$4,500
_____ Third Year	_____ 20.00%, with cap of \$4,800

Employees with individual coverage shall pay the first \$250 of the deductible applicable to the group plan annually, beginning January 1, 2015. Employees with individual/spouse, individual/child, or family coverage shall pay the first \$500 of the deductible applicable to the group plan annually, beginning January 1, 2015.

During the term of this Agreement, RITBA shall cover prescription drugs included in the health plan by means of a debit card or other means deemed appropriate by RITBA, up to the following limits: \$150 for the individual plan; \$300 for the individual plus one plan; and \$375 for the family plan. The working rate will be calculated annually based on the 12-month period beginning December 1st and ending November 30th, and communicated to the Union during the month of December each year.

The Employer and the Union have agreed to integrate preventative and wellness

behaviors into the group health care coverage program by offering credits toward employee premium contributions or cash incentives, at the employee's option, to employees who participate in the group health plan and who take certain measures designed to prevent illness/injury and promote wellness, as set forth on the attached **Exhibit F** (the "Wellness Incentive Program"). Incentives paid in cash shall be subject to regular withholdings but shall not be considered compensation for purposes of establishing base rate, overtime rate, or retirement plan contributions. Health plan participants shall receive credit under the Wellness Incentive Program for measures taken by them and their dependents since July 1, 2014, and the Employer, the Union, and the health care provider shall work together to take appropriate steps to ensure the confidentiality of health care information.

101.4 A full-time employee eligible to receive individual/spouse or family medical coverage but who elects only to receive individual coverage will receive \$1,560 annually. A full-time employee who does not participate in the Employer's group medical or dental plans will receive \$1,560 annually if the employee is eligible for individual coverage; \$2,080 annually if the employee is eligible for individual/spouse coverage; \$2,080 annually if the employee is eligible for employee/child(ren) coverage; and \$2,600 annually if the employee is eligible for family coverage.

~~11.5 Part-time toll collectors shall not be entitled to the above benefits but shall be allowed to participate in the Employer's group plans entirely at their own expense.~~

ARTICLE XII - RETIREMENT/LIFE INSURANCE

12.1 The parties agree that the retirement plan in effect at the time of execution of this Agreement shall remain in effect for the duration of this Agreement. Each year,

the Employer will contribute to the retirement plan on behalf of each participating employee a matching contribution equal to 100% of the amount of the salary reduction that the particular employee elects to defer (up to 5% of the employee's compensation), plus a discretionary amount determined each year by the Employer, all as set forth in the Summary Plan Description, as amended. The Authority shall promptly request that the trustees of the retirement plan consider amending the plan to render employees eligible to defer income into the plan upon completing six (6) months of employment in an eligible classification, provided, however, that eligibility to receive employer matching and/or discretionary contributions shall remain as currently set forth in the plan.

12.2 Full vacation benefits for the calendar year of retirement will be granted to the extent of earned and not taken.

12.3 All bargaining unit employees who are participants in the retirement plan shall be provided with group life insurance in an amount equal to twice their annual straight time wage rate at the time of death, provided they meet the eligibility requirements set by the Employer's life insurance carrier.

ARTICLE XIII - HOLIDAYS

13.1 The following days shall be recognized as Holidays for which each full-time employee shall be paid eight (8) hours pay at straight-time rates:

New Year's Day	Labor Day
George Washington's Birthday	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Memorial Day	Election Day
Independence Day	Thanksgiving Day
Victory Day	Christmas Day

Additionally, any day designated in the future as a holiday by the Government, Governor or the General Assembly shall be considered as such for the purpose of this

Agreement. Election Day shall be defined as any day on which an election of State or Federal officers is held, excepting those days of "Special Election."

13.2 Full-time employees covered by this Agreement shall be paid one (1) day's pay at straight-time rates for each of the aforementioned days as holiday pay if it falls on their day off.

13.3 A full-time employee who is assigned to work on a day when the holiday is observed shall, in addition to holiday pay, be paid for all hours worked at time and one-half his hourly rate.

13.4 No personnel, unless scheduled to do so, may work any holiday, or the day that is observed without prior approval of their department head. When a holiday occurs during the vacation period of a full-time employee, he shall be entitled to an additional day off. This may be taken in conjunction with the employee's vacation or at such time that is acceptable to both employee and the supervisor.

13.5 Full-time operations personnel, including plaza supervisors, collector/supervisors and toll collectors, who wish to request a holiday as a day off shall adhere to the following procedures:

Requests shall be made by the employee's placing his or her name on a "holiday off request list" to be posted by the Authority (the "Holiday Request List"). The Holiday Request List shall consist of a series of sign-up sheets posted in December of each year, with deadlines for each holiday indicated on each sign-up sheet. Employees shall have until fifteen (15) days prior to the start of the next schedule to sign for holidays in that schedule. The Employer will notify each requesting employee

within five (5) days after the sign-up deadline whether or not the employee's request can be granted, in accordance with the seniority provisions of this Agreement.

13.6 An employee who works on a holiday that falls on the employee's regular day off shall have the option of receiving compensatory time in lieu of cash wages for the holiday hours worked, provided, however, that the employee must give notice of the election to receive compensatory time within twenty-four (24) hours after the holiday hours worked; otherwise, compensation for the holiday hours worked will be included as cash wages in the employee's next regular paycheck. Discharge of compensatory time must be pre-approved by RITBA, in its sole discretion, and approval will not be granted if the requested compensatory time off would cause RITBA to incur overtime.

13.7 Notwithstanding the foregoing, if an employee is scheduled to work on a holiday or on a day when the holiday is observed and then does not work the scheduled shift due to illness, the Employer may require a doctor's note within seventy-two (72) hours documenting the employee's inability to work due to illness.

ARTICLE XIV - OTHER PAID LEAVES

14.1 Family Deaths - In the event of the death of the mother, mother-in-law, father, father-in-law, spouse, child, step-child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law or grandchild of an employee, said employee shall be entitled to a leave of absence from the day of death and continuing through the day of the funeral, but not to exceed three (3) working days, with regular straight-time pay for all regularly-scheduled hours of work within said period. If an employee is entitled, pursuant to the forgoing provision, to a leave of

absence due to the death of a relative whose funeral is held outside a radius of seventy-five (75) miles from the Employer's principal place of business and the employee attends the funeral, the employee shall be granted an additional two (2) working days of leave, for a total leave not to exceed five (5) working days.

14.2 Jury Duty - A full-time employee who is required to serve as a juror shall receive the difference between his compensation as a juror and his regular straight-time pay for all scheduled hours of work opportunity lost as a result of such service, provided the employee furnishes the Employer with evidence of earnings from the clerk of the court wherein the employee served as a juror. Scheduled hours of work opportunity shall mean the shift on which the employee would have worked on the calendar day on which jury duty is required.

14.3 Military Service Leave

i. Every employee who is required to be absent from her or his position with the Authority because she or he has been involuntarily required to report for any military service by the appropriate authority is entitled to be restored to her or his previous position, or a similar position in the same status, provided that she or he remains qualified for the position, at the conclusion of the military service.

ii. A full-time employee who is required to be absent from her or his position with the Authority because she or he has been involuntarily required to report for any military service by the appropriate authority shall, for the first one hundred and eighty (180) days of her or his military service, be paid by the Authority the difference between the amount of the salary that he or she earned from the Authority immediately prior to the leave and her or his military base pay. Such an employee shall also

continue to accrue, for the one hundred and eighty (180) day period in which she or he continues to be paid her or his salary by the Authority, such sick leave and annual leave credits as she or he otherwise would have accrued while working in her or his position with the Authority. While the employee is on active duty, the dependents of such an employee shall be eligible to continue to receive medical and dental insurance coverage from the Authority for a period of up to one (1) year from the beginning of the employee's leave, pursuant to the same terms that were in effect immediately before the employee was required to report for military service. In order to be eligible for all of the foregoing benefits, the employee must provide the Authority with a copy of an order, issued by the proper authority, directing her or him to report for active duty during the period during which the employee is required to be absent from her or his position with the Authority.

14.4. Military Training Leave. A full-time employee who has worked for the Authority for at least one hundred eighty (180) days and who is required to be absent from her or his position with the Authority due to military training shall continue to receive her or his normal pay, vacation, sick leave, bonus, advancement and other advantages of her or his employment for which she or he would otherwise be eligible for up to fifteen (15) working days on which she or he is required to be absent in each calendar year. An employee who is required to be absent for more than fifteen (15) working days in a calendar year shall be granted leave without pay or other benefits for the duration of her or his absence. The term "training activities" as used in this section shall not include weekly drill nights or similar drill periods lasting less than one day or a training period voluntarily engaged in by the employee beyond the training period

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required generally of the members of the respective branch of the armed service of which the employee is a member. In order to be eligible for all of the foregoing benefits, the employee must provide the Authority with a copy of an order, issued by the proper authority, directing her or him to report for military training during the period during which the employee is required to be absent from her or his position with the Authority.

ARTICLE XV - UNPAID LEAVES

15.1 Regular full-time employees covered by this Agreement shall be eligible for unpaid leaves as follows:

A. **Parental and other Family or Medical Leaves of Absence.**

1. Parental Leave. Parental leave shall be available to all regular employees in a position covered by this Agreement. While an employee may take maternity leave at any time after a diagnosis of her pregnancy by her treating physician is confirmed in writing, the Employer may require written certification from her treating physicians as to how long the employee may continue her regular work. An employee may take parental leave at any time within one year of the child's birth, unless the employee qualifies for leave prior to that time pursuant to the Employer's Parental, Family and Medical Leave policy. All requests for parental leaves of absence shall be made in writing by the employee to her or his immediate supervisor, at least one month prior to the desired commencement of the leave, if possible, and shall indicate the approximate date of return. Parental leave will be granted for a period not to exceed six (6) months. However, an employee on parental leave may request an extension of such leave for an additional six (6) months for medical reasons, and the Employer may

require written certification from her or his treating physician as to such medical reasons.

2. Family and Medical Leave. Employees shall have the right to take unpaid leave for certain family and medical reasons in accordance with the federal Family and Medical Leave Act of 1993 and the Rhode Island Parental and Family Medical Leave Act. The Employer shall promulgate a policy specifying the procedures that employees must follow to take family or medical leave. The policy shall require that all requests for such leave be made in writing at least one (1) month prior to the desired commencement of the leave, if possible, and that the employee indicate the approximate date of return. Such leaves may be granted for a period of up to six (6) months. However, an employee on leave may request an extension of such leave for an additional six (6) months for medical reasons and the Employer may require written certification from her or his treating physician as to such medical reasons.

B. Union Business. At the request of the Union the Employer shall grant either an officer of the Union, or a duly elected or appointed representative of the Union, not to exceed one (1) employee at any one time, a leave of absence without pay for a period not to exceed one (1) year or the period of elected office, whichever is shorter, provided such leave will not interfere with the operations covered by this Agreement. The purpose of this leave is to permit the representative to work for the International District Council and/or the Local Union on Union Business. During the period of such leave of absence the employee will not accrue seniority nor will the Employer have any obligation for continuation of benefits as specified elsewhere in this Agreement. Such leave may be extended upon written request thirty (30) days prior to termination thereof.

15.2. Except as required by law, employees on unpaid leaves of absence shall not be entitled to any fringe benefits or accrual of fringe benefits of any kind during the term of the leave. However, employees on unpaid leaves of absence may continue to participate in the group dental plan at their individual expense. Employees on workers' compensation shall be allowed to accrue vacation benefits and sick leave for a maximum total period of thirteen (13) weeks during the employee's anniversary year.

ARTICLE XVI - UNIFORMS

Uniforms required by the Employer to be worn by employees shall be supplied and cleaned weekly by the Employer. Shoes will be provided by the employees, provided, however, that each employee shall have the option annually of declining new uniform clothing and instead purchasing and being reimbursed no more than one hundred dollars (\$100) for work boots pre-approved by RITBA, as workplace-appropriate. The reimbursement amount shall not be treated either as taxable wages or income to the employee.

ARTICLE XVII - EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree there will be no discrimination against any employee because of race, religion, color, country of ancestral origin, age, disability, sex, sexual orientation, gender identity or expression. The aforesaid provisions shall include the following: upgrading, demotion or transfer, layoff or termination.

ARTICLE XVIII - VACANCIES - POSTING

The Employer agrees that in the event a vacancy in any bargaining unit position becomes available for any reason and the Employer decides to fill such vacancy, the position to be filled shall be posted for a five (5) day period and all bargaining unit

members shall have the opportunity to apply and be considered for the position.

Applications must be made during the posting period. The position shall be filled within a reasonable period of time.

ARTICLE XIX - GRIEVANCE PROCEDURE

19.1 For the purposes of this Agreement, the term "grievance" means any difference or dispute between the Employer and the Union with respect to the interpretation, application or violation of any of the provisions of this Agreement.

19.2 There shall be a grievance procedure as follows:

A. A grievance shall be presented by the Union within five working days of the employee's knowledge of the occurrence of such grievance.

B. After a grievance is presented, an aggrieved employee shall discuss her or his problem with her or his Union representative and the head of her or his department, who shall attempt to settle the problem within one (1) working day,

C. If the grievance is still not resolved according to Section (B) above, it shall be reduced to writing and the Executive Director or his designee shall grant an immediate hearing to the aggrieved employee and/or the Union Committee and shall render a decision in writing to the Union and, if applicable, the aggrieved employee within three (3) working days after the hearing. Extensions may be had by mutual agreement.

D. If the grievance is not resolved according to Section (C) above, it shall be submitted to the Chairman of the Authority who shall grant an immediate hearing to the aggrieved employee and/or the Union Committee. The Employer shall render a decision in writing to the Union and, if applicable, the aggrieved employee

within five (5) working days after the hearing. Extensions may be had by mutual agreement.

E. In the event the grievance is not settled in a manner satisfactory to the Union, then such grievance may be submitted to arbitration in the manner provided herein. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure.

The Employer, on request, will produce payroll and other records, as necessary. Employees called by the Employer as witnesses at grievance hearings will be paid at their regular rate up to their normal quitting time, for time spent in processing grievances. Except as provided in this Agreement, Union employee attendance at grievance hearings is not limited but shall be without compensation. The Union representative or his designee, will have the right to assist the aggrieved employee at any step of the grievance procedure. The Union shall have the right to be present at all grievance meetings, in the person of a Steward or Union officer.

F. It is also agreed that in all cases of dismissal the Union Committee may proceed immediately to Section 19.1(C) of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to 19.1(D) above.

G. The time limits set forth above and in Article XX hereof are mandatory and failure to comply therewith shall mean that the grievance no longer exists. If the Employer fails to comply with the time limits set forth above, the grievance shall be deemed denied at that step of the grievance procedure and the Union shall have the right to proceed to the next step.

19.3 The Union steward and the aggrieved employee(s) named in a grievance submitted pursuant to the terms of this Agreement, if not scheduled to work at the time of a hearing held pursuant to Subsections C, D or E of this Article, shall be granted compensatory time equal to two (2) hours' pay or actual time, whichever is greater, to attend the hearing. If the Union steward and/or the aggrieved employee(s) are scheduled to work when a hearing is taking place, the steward and/or the aggrieved employee(s) shall be paid the same wages he or she would have been paid had the hours worked not included attendance at the hearing.

ARTICLE XX - ARBITRATION

20.1 If a grievance is not settled under Article XIX such grievance shall, at the request of the Union or the Employer, be referred to the American Arbitration Association in accordance with its rules, provided, however, that the Employer shall not be required to arbitrate the subject matter of any grievance or other dispute that is pending before any court or administrative agency. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties. Only grievances arising out of the provisions of this Contract relating to the application or interpretation thereof, may be submitted to arbitration. All submissions to arbitration must be made within two (2) weeks after the grievance procedure decision.

20.2 The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall also be without authority to impose upon either party a limitation or obligation not explicitly provided for in this Agreement or to establish, modify or alter any wage rate or wage or benefit structure

contained in this Agreement. Without intending to limit the scope of the forgoing provisions, the arbitrator shall be without the power or authority to issue an award that (i) is violative of or inconsistent with applicable law; (ii) exceeds his or her jurisdiction and authority under applicable law and/or this Agreement; (iii) involves any matter that, by law or the terms of this Agreement, is within the exclusive authority or prerogative of the Employer; or (iv) involves any matter wherein the Employer's decision is final and binding under either the terms of this Agreement or applicable law.

ARTICLE XXI - DISCIPLINE AND DISCHARGE

21.1 Except when, in the sole discretion of the Executive Director, the circumstances require immediate action, the Employer shall give reasonable notice to the Union steward of any disciplinary or investigatory meeting with an employee, and the steward shall have the right to be present.

While retaining the discretion to determine what form of discipline is appropriate in each situation, the Employer acknowledges that, generally, the severity of the conduct, misconduct or lack of conduct is an important factor in determining the discipline to be imposed, and that some offenses do not warrant immediate suspension or discharge. Where appropriate, the disciplinary action or measures to be taken shall include, but not be limited to, the following:

1. Oral Warning
2. Written Warning
3. Suspension
4. Discharge

Both oral and written warnings shall be placed in the employee's personnel records. If, after a period of one (1) year for written warnings and six (6) months for oral

warnings, the employee has committed no further infractions, then the reprimand shall be expunged from the employee's personnel records.

21.2 Discipline for Cash Shortages - The following disciplinary procedure shall be applied to employees who have a cash shortage in their collection drawer at the end of a shift:

A "Material Variance," for purposes of this Section 21.2 shall be defined as a shortage or overage of at least five dollars (\$5.00), but less than twenty dollars (\$20.00), per eight-hour shift. However, Acceptable (i.e. excusable) Events will not be considered when calculating the amount of shortage or overage.

An "Excessive Revenue Variance," for purposes of this Section 21.2 shall be defined as a shortage or overage of twenty dollars (\$20.00) or more per eight-hour shift. However, Acceptable (i.e. excusable) Events will not be considered when calculating the amount of shortage or overage.

Disciplinary Procedure

The progressive disciplinary procedure described in Section 21.1 will be applied in any of the following circumstances:

1. three (3) Material Variances in a one-month period;
2. five (5) Material Variances in a three-month period;
3. one (1) Excessive Revenue Variance;
4. a total monthly revenue variance of forty dollars (\$40.00) or more.

Additional Provisions

Theft of Any Amount - If the Employer reasonably believes that an employee has misappropriated funds, regardless of amount, that employee will be subject to immediate termination and/or referral of the matter for criminal prosecution. An individual so terminated, however, shall have the right to invoke the grievance procedure detailed in Article XIX with respect to her or his termination.

Loss of Money Bag - Any employee who loses her or his money bag may be subject to an immediate suspension, at the sole discretion of the Executive Director, pending the completion a full investigation of the incident.

End of Shift Balance - As soon as practicable after the end of each shift, after the employee has counted her or his revenue and banked the same, the employee will be shown a summary of what sums she or he should have. It is understood that this summary will be subject to verification by the Executive Director within a reasonable period of time. If an employee is informed of a shortage, she or he shall have the opportunity to review the evidence documenting the shortage.

ARTICLE XXII - NO STRIKES OR LOCKOUTS

The Union and its members will not cause, call or sanction any strikes, work stoppage or slowdown, nor will the Employer lockout its employee during the term of this Agreement. It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this Contract.

ARTICLE XXIII - ALTERATION OF AGREEMENT

It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE XXIV - SAVINGS CLAUSE

Should any provision of this Agreement, or any application thereof, be unlawful by virtue of any Federal or State law such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XXV - LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Labor-Management Committee consisting of two employees designated by the Union and two Management representatives to address matters of mutual interest and concern other than grievances and/or matters which are subjects of collective bargaining. The Committee shall meet quarterly, provided, however, that at either party's request the Committee shall convene up to two (2) additional meetings per year.

ARTICLE XXVI - AUTOMATION/TECHNOLOGICAL CHANGE

If, during the term of this Agreement, the Employer implements any technological change in its toll collection system that results in the elimination of any toll collection positions in the Employer's Operations Division ("Operations"), the Employer shall convert certain of the "casual" positions existing elsewhere within the Employer into as many fulltime positions as appropriate staffing levels may then require and offer them to the displaced Operations employees by overall seniority, subject to successful completion of training for the new job duties. Such employees shall: (i) receive the same rate of pay as they received in their former toll collection positions; (ii) remain members of the bargaining unit; and (iii) be afforded all of the contractual rights and benefits provided by this Agreement. The Employer reserves the right to eliminate any new fulltime positions by attrition.

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In the event that any employee who was offered, and accepted, such a converted position vacates such position within one year of his or her acceptance, the displaced employees who were not offered such converted positions at the time of conversion shall have a right of recall by overall seniority, subject to successful completion of training for the new job duties.

The intent of this provision is to provide for the continued employment of as many of the displaced Operations employees as is reasonably possible. However, the Employer has an obligation to operate efficiently, with appropriate staffing, and the number of fulltime positions to be offered to displaced employees may be less than the number of eliminated positions, depending upon the number of casual positions then existing and the Employer's staffing needs. Nothing in this Agreement is intended or shall be interpreted as a no lay-off provision.

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Other than as specifically set forth in this section, the Employer shall retain all management rights as set forth in Article IV of this Agreement.

~~If, through automation or technological change, there is a loss of existing positions and/or the creation of new bargaining unit positions, every effort will be made to retrain employees for jobs that continue to exist.~~

ARTICLE XXVII - ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties on all issues that were or could have been the subject of negotiation between them. During the term of this Agreement, neither party will be required to negotiate with respect to any such subject matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated and/or executed this Agreement.

ARTICLE XXVIII - TERMINATION OF AGREEMENT

This Agreement shall be effective as of July 1, 201~~4~~¹, and shall remain in full force and effect until June 30, 201~~7~~⁴. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the termination date of its desire to modify this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 201~~4~~¹, ~~September, 2011~~.

THE RHODE ISLAND TURNPIKE
AND BRIDGE AUTHORITY

~~David Darlington
Chairman~~

Earl J. Croft III
Executive Director

UNITED SERVICE AND ALLIED
WORKERS OF RHODE ISLAND

Karen B. McAninch, Business Agent

Stephen W. Clarke, Sr., Steward

Denise Anthony

Phyllis O'Loughlin]

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EXHIBIT A

EXHIBIT B

EXHIBIT C

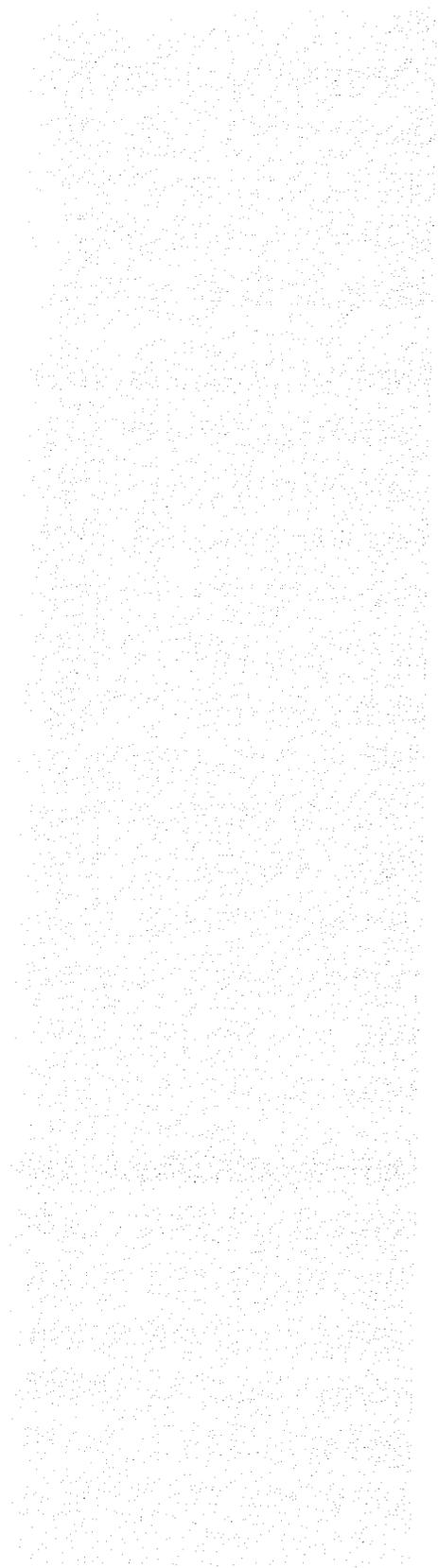


EXHIBIT D



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM <div style="text-align: center; font-size: 2em;">16</div>	DATE PREPARED: September 4, 2014	SUBJECT: FY20104 DRAFT Audited Financial Statements
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FOR THE MEETING OF: September 10, 2014	PREPARED BY: Nancy E. Parrillo
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SUMMARY DESCRIPTION:

Presentation of FY2014 DRAFT Audited Financial Statements for acceptance

Financial Effect

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR	INITIALS	DATE	BOARD ACTION:
	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>			<p>___ TABLED: UNTIL _____</p> <p>___ DISCUSSED:</p> <p style="padding-left: 20px;"><i>Action Taken:</i></p> <p style="padding-left: 40px;">VOTE TAKEN: ___ YES ___ NO</p> <p style="padding-left: 40px;">APPROVED: ___ YES ___ NO</p> <p>___ RATIFIED</p>
√	FINANCE <i>NANCY E. PARRILLO</i>	<i>net</i>	9/4/14	
	ENGINEERING <i>ERIC OFFENBERG P.E.</i>			
	OPERATIONS <i>JAMES SWANBERG</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	PROCUREMENT			
	OTHER (SPECIFY)			
	OTHER (SPECIFY)			

September 8, 2014

For Management Discussion Purposes Only
Subject to Final Review

**RHODE ISLAND TURNPIKE AND
BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE
OF RHODE ISLAND)**

BASIC FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2014

*Preliminary
Draft*

 **LGC&D**
CPAs/Business Advisors

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

YEAR ENDED JUNE 30, 2014

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September 8, 2014

For Management Discussion Purposes Only
Subject to Final Review

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MANAGEMENT'S DISCUSSION AND ANALYSIS

The Rhode Island Turnpike and Bridge Authority (the Authority) is a quasi-public agency created by the Rhode Island General Assembly in 1954 to maintain and operate the Claiborne Pell Bridge (Pell Bridge), on the west shore of Narragansett Bay (the Bay) which connects the City of Newport and Town of Jamestown, and the Mount Hope Bridge, on the east shore of the Bays which connects the Towns of Bristol and Portsmouth, Rhode Island. In June of 2012, the Jamestown Verrazano Bridge and the new Sakonnet River Bridge were turned over to the Authority by the state legislature for the operation and maintenance of the bridge structures and associated parcels of land. Day-to-day operations of the Authority are led by an Executive Director who oversees 65 employees and reports to a five-member Board of Directors (Board) comprised of the Director of Transportation, who is a member ex-officio, and four members appointed by the Governor. For over 50 years, the Authority has been committed to maintaining and operating the Pell and Mount Hope Bridges in a fiscally responsible manner that ensures their physical integrity and longevity.

This discussion and analysis of the Authority's financial position and performance provides information as of June 30, 2014 and for the year then ended, with comparison as deemed appropriate to the previous fiscal year ended June 30, 2013. Readers are encouraged to utilize this document in conjunction with their review of the Authority's financial statements.

OVERVIEW OF FINANCIAL STATEMENTS

The Authority's annual financial statements consist of three parts: management's discussion and analysis, the basic financial statements with note disclosures, and supplementary information.

The basic financial statements report information about the self-supporting activities of the Authority funded primarily by toll revenue. They consist of a Statement of Net Position; a Statement of Revenues, Expenses and Changes in Net Position; and a Statement of Cash Flows, all of which are supported by Notes to the Financial Statements.

The financial statements provide indications of the Authority's financial health. The Statement of Net Position summarizes all of the Authority's assets, deferred outflows of resources and liabilities and deferred inflows of resources (on the accrual basis of accounting) as of the fiscal year-end date, and indicates which assets can be used for general purposes and which are restricted by bond covenants as to their use. The Statement of Revenues, Expenses and Changes in Net Position reports revenues earned and expenses incurred during a fiscal year. In addition to reporting cash provided and used by operating activities, the Statement of Cash Flows also reports other cash sources, such as investment income, and other cash uses, such as the purchase of capital additions and the repayment of bond principal and interest obligations.

In order to ensure observance of limitations and restrictions placed on the use of resources available to the Authority, its accounts are classified, for internal accounting purposes, into a number of separate funds.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

FINANCIAL STATEMENTS AND OPERATIONAL SUMMARIES

September 8, 2014

Activity and Year-End Financial Position

For Management Discussion Purposes Only
Subject to Final Review

The Authority's total net position decreased in 2014 by \$ 6.8 million, or 6.56%, principally due an increase in other liabilities of approximately \$ 16.9 million. The \$7.9 million increase in capital assets is attributable to projects underway as part of the Authority's ongoing capital improvement program, which was funded by previously held investments, net of \$9.8 million of depreciation.

A comparative summary of the Authority's net position is shown below (dollars in thousands):

Statements of Net Position

	June 30, 2014		June 30, 2013	
Assets:				
Capital assets (net)	\$ 159,782	82.9%	\$ 151,906	83.6%
Other:				
Investments	23,904	12.4%	21,699	11.9%
Cash and cash equivalents	7,914	4.1%	7,416	4.1%
Other	1,080	0.6%	740	.4%
	<u>32,898</u>	<u>17.2%</u>	<u>29,855</u>	<u>16.4%</u>
Total assets	<u>192,680</u>	<u>100.0%</u>	<u>181,761</u>	<u>100.0%</u>
Liabilities:				
Noncurrent, bonds payable	58,355	30.3%	63,654	35.0%
Other liabilities	<u>38,369</u>	<u>19.8%</u>	<u>16,141</u>	<u>9.0%</u>
Total liabilities	<u>96,724</u>	<u>50.1%</u>	<u>79,795</u>	<u>44.0%</u>
Net position:				
Net investment in capital assets	74,696	38.8%	80,222	44.1%
Restricted under bond covenants	18,271	9.5%	16,605	9.1%
Unrestricted	<u>2,989</u>	<u>1.6%</u>	<u>5,154</u>	<u>2.8%</u>
Total net position	<u>\$ 95,956</u>	<u>49.9%</u>	<u>\$ 101,961</u>	<u>56.0%</u>

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Statements of Revenues, Expenses and Changes in Net Position

September 8, 2014

Operating results are discussed in the *Operating Results* section below. A condensed summary of activity follows (dollars in thousands):

For Management Discussion Purposes Only
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	2014		2013	
	2014	2013	2014	2013
Operating revenues:				
Toll revenues	\$ 19,299	96.3%	\$ 18,394	96.6%
Transponder revenues	668	3.3%	567	3.0%
Statement and bank fees	74	.4%	70	.4%
Total operating revenues	20,040	100.0%	19,031	100.0%
Operating expenses:				
Personnel services	3,908	17.9%	3,523	18.5%
Insurance	904	4.1%	815	4.3%
Repairs and maintenance	1,275	5.9%	1,572	8.3%
Other	4,709	21.5%	3,601	18.9%
Transponder expense	335	1.5%	289	1.5%
Depreciation	9,846	45.1%	9,250	48.6%
Legal settlement expense	-	-	(38)	(.2)%
Total operating expenses	20,977	104.7%	19,012	99.9%
Operating income	(937)	.4%	19	.1%
Non-operating expenses, net	(5,068)	(40.3)%	(2,182)	(11.5)%
Change in net position	(6,005)	(30.9)%	(2,163)	(11.4)%
Net position, beginning of year	\$ 101,961		105,172	
Restatement – Bond issuance cost			(1,048)	
As restated			101,961	
Net position, end of year	\$ 95,956		\$ 101,961	

The Authority had a 4.9% increase in toll revenues in FY2014 as a result of a slight increase in traffic volumes as well as the commencement of toll collections on the Sakonnet River Bridge in August 2013. The E-ZPass customer service center, transaction processing charges and other toll collection expenses totaled approximately \$3,150,576 for FY2014. The Authority continually monitors both staffing in the customer service center and the lanes in the toll plaza to ensure the proper level of staff to service its customers.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Tolls and Operations

September 8, 2014

The Claiborne Pell Bridge toll schedule is based upon financial obligations of the Authority. Toll rates are set at a level sufficient to fund ongoing operations, debt services (including reserves), capital improvements, and regular maintenance of the Authority's capital assets. Tolls were removed from the Mount Hope Bridge effective May 1, 1998.

In 2009, a consultant was hired to conduct a traffic and revenue study to determine the amount of revenue required to meet the financial needs of the Authority. As a result, the \$1 per axle cash toll at the Pell Bridge was increased to \$2 per axle in September 2009, the first increase since the structure opened to traffic in 1969. A schedule of proposed future rate increases was also included in that study.

In December 2008, the Authority implemented E-ZPass, the electronic toll collection system. The conversion to E-ZPass was completed in January 2009. The cash rate for passage is \$2 per axle. The rate for a Rhode Island resident with a Rhode Island transponder is \$.83. Through January 2010, a commuter rate for out-of-state residents with a Rhode Island transponder was established at \$.91 if they made 31 trips in a 30-day period. This program was replaced in February 2010 with a six-trip rate of \$5.46 to be completed in 30 days. An unlimited plan for Rhode Island residents was introduced for \$40, to be completed in 30 days. The rate for out-of-state E-ZPass transponders was set at \$1.75 and increased to \$4 on September 2, 2009.

A customer service center including a walk-in center and a call center, is set up in Jamestown adjacent to the toll plaza where E-ZPass applications are processed, transponders are sold and accounts replenished. Transponders are sold at cost for \$20.95. As of June 30, 2014, the Authority had 143,277 active accounts with more than 199,000 active transponders.

In January 2012, the Authority engaged Sanef IT America to develop, install, and maintain a new automated Toll Customer Relationship Management System (Toll CRM) which will be utilized in processing Electronic Toll Collections (ETC) (through E-ZPass) transactions, open and close customer E-ZPass accounts on-line, maintain the account information database, and manage transponder inventory. It will also reconcile toll transactions and aid in the resolution of reciprocity disputes between RITBA and its sister E-ZPass agencies. This contract is valid through June 2019.

The operations department is responsible for the collection of tolls from motorists passing through the Authority's toll plaza in Jamestown, adjacent to the Pell Bridge. The department is headed by a Director of Operations, who is assisted by a number of supervisors in order to operate the facility 24 hours per day, 365 days per year. The department employs approximately 14 full-time toll collectors throughout the year, all of whom are covered under a collective bargaining agreement, as well as non-union casual collectors utilized primarily during the busy tourist season of May 30 through October 12. With the introduction of E-ZPass, monitors were placed in the lanes to assist motorists encountering problems. Supervisors are responsible for the smooth operation of all activity during weekdays, and during nights and weekends are also responsible for reporting to the bridge and all Authority buildings and grounds to investigate unusual occurrences and to maintain a safe environment for motorists. The Rhode Island State Police is summoned when circumstances dictate, and also undertakes routine patrols at the toll plaza and elsewhere adjacent to the bridges, especially during weekend evenings during the summer. This is done in cooperation with local police and EMT services provided by the municipalities of Jamestown, Newport, Bristol, and Portsmouth.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Tolls and Operations (Continued)

September 8, 2014

In June 2012, the Authority initiated Open Road Tolling (ORT) lanes on the Pell Bridge. These lanes, one east-bound and one west-bound, allow vehicles with an E-ZPass transponder to travel through the toll plaza at normal travel speeds without stopping at a gated toll booth.

Operating Results

Pell Bridge Traffic and Revenue Summary

Traffic and revenue statistics are as follows:

	2014		2013	
Traffic (number of passages)				
Vehicle fares paid with ETC	17,101,915	91.5%	8,679,774	84.1%
Vehicle fares paid with cash	1,586,066	8.5%	1,640,054	15.9%
	18,687,981	100.0%	10,319,828	100.0%
			2013	
Revenue				
Vehicle fares paid with ETC	\$13,192,073	67.6%	\$11,621,568	62.2%
Vehicle fares paid with cash	6,326,528	32.4%	7,073,391	37.8%
	\$19,518,601	100.0%	\$18,694,959	100.0%

Pell Bridge traffic increased during 2014 by 321,643 passages, or 3.7%, compared to the previous year. Revenue increased by \$832,983, a 7.17% increase that is directly attributed to the increase in traffic. The Authority also earned an additional \$737,512.30 in revenue on 7,375,120 crossings due to the new toll on the Sakonnet River Bridge that commenced on August 19, 2013 and ceased on June 20, 2014.

Engineering and Maintenance

The head of the engineering department is a Director of Engineering who oversees all capital construction activities on behalf of the Authority. In addition, under the Director of Engineering, separate consulting engineering firms, including on-call contracting firms, have been engaged to manage projects undertaken on each structure. Each bridge is subjected to an annual inspection, and a more thorough and complete "in-depth" inspection is performed on each structure every two years.

The Board hired a nationally recognized firm to conduct a risk management study to evaluate the Authority's procedures to avoid, prepare for and respond to natural and manmade concerns. The firm made recommendations to improve the safety and security of the bridges. The Authority has begun implementing these recommendations.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Engineering and Maintenance (Continued)

September 8, 2014

At June 30, 2014, approximately 82.9% of the Authority's assets are capital assets, most notably the two largest suspension bridges in New England, the operation and maintenance of which the Authority has been charged. In order to continue to protect these assets for the foreseeable future, the Authority's Board (Board) bi-annually revises its ten-year Renewal and Replacement Plan. In April, FY2014, the Board approved an updated 10-year Capital Improvement Plan.

During FY2014, the Authority continued its preventive maintenance programs for both the Pell and Mount Hope Bridges, which are designed to ensure the safety, security, and aesthetics of the structures while generating long-term savings for the Authority. As part of this effort, a number of Authority staff have been assigned additional duties, including preventive maintenance of bridge bearings; repair of potholes on approach roads; preventive corrosion treatment on bridges; snow removal at the toll plaza; lawn maintenance, routine inspection on expansion and contraction components of bridges; painting of bridge rails and building interiors; and signage maintenance on bridges.

Capital and Construction Activities

Under the current Ten-Year Renewal and Replacement Plan, the Board has approved \$169.9 million with \$133.4 million allocated to the Pell Bridge, and \$36.5 million toward Mount Hope Bridge projects. Major capital improvement projects in progress during FY2014 included the following:

Mount Hope Bridge

- Ongoing on-call maintenance of concrete deck and structural steel components
- Steel repair and protective coating for the north approach

Newport/Pell Bridge

- Design of center median
- Continued patching and sealing of road deck
- Construction for the suspended spans
- Continuation of bridge painting and steel repairs for the east approach span
- Installation of center pylons

At June 30, 2014, the Authority is committed under several construction and maintenance contracts totaling approximately \$49,964,884, of which approximately \$1,157,137 is retainage payable. The Authority expects to fund the payment of these commitments through additional bond financings.

Finance and Accounting

Finance and accounting functions are headed by a Chief Financial Officer who is responsible for maintaining the Authority's books and records and for adhering to covenants and other requirements of agreements entered into with bondholders.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Debt Service

September 8, 2014

At June 30, 2014, approximately 89.4% of the Authority's liabilities are debt service obligations entered into during 2003 and 2010. The total 2003 Series A bond issuance raised \$65,765,000. Principal payments are due annually, and interest payments semiannually, until maturity in 2017. The 2003A Series bonds are not subject to optional redemption prior to maturity. In April 2010, the Authority sold revenue bonds in the amount of \$50,000,000, which mature in 2039. Principal payments have been deferred until 2017, when the 2003 Series A bonds mature. Principal payments on the revenue bonds during 2014 totaled \$2,595,000.00.

In accordance with the trust agreement entered into between the Authority and BNY Mellon, the trustee, debt service obligations (monthly deposits of toll revenues made into separate principal, interest, and debt service reserve accounts held by the trustee) were made during FY2014 on a timely basis. Compliance with restrictions and covenants stipulated in the trust agreement was monitored during the year by the Authority. The State of Rhode Island has authorized the Authority to issue approximately \$68 million of additional revenue bonds. The terms and expected date for such issuance have not yet been determined.

In February 2013, the Authority entered into an agreement with Sovereign Bank for a \$30 million short-term Bond Anticipation Note (BAN), under which \$25,000,000 is outstanding at June 30, 2014. This will be used to fund contract work primarily on the Pell Bridge while the Authority prepares to issue the additional authorized bonds.

The Authority also entered into a \$2 million short term note with the Rhode Island Department of Transportation (RIDOT) through the RIDOT State-Infrastructure Bank to fund other capital projects that have been included in the Authority's 10-year plan. To date, the Authority has used \$394,923 of the \$2,000,000 available. This note matures on December 31, 2029.

Investments

Approximately 12.3% and 11.9% of the Authority's assets consist of investments at June 30, 2014 and 2013, respectively, including the proceeds from the sale of the BANS. Under the trust agreement referenced above, "moneys in all funds and accounts shall be invested by the holder of such Fund or Account as soon as practicable upon receipt in Permitted Investments..." The definition of Permitted Investments includes mostly highly-rated fixed-income securities. At June 30, 2014, 66% of the Authority's investments are in the form of money market mutual funds; U.S. Treasury obligations represent approximately 4.5%. Approximately 10.4% of the Authority's investments are in corporate bonds.

Insurance Cost-Saving Initiatives

Insurance continues to be among the Authority's most significant operating expenses. In January 2005, management and the local collective bargaining unit cooperated in an effort to control health care costs while maintaining the current level of service. The Authority entered into a three-year contract with the union, effective July 1, 2012, and received increases in the employees' premium co-pays each year during the term of the contract. The current contract expires June 30, 2014.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Insurance Cost-Saving Initiatives (Continued)

September 8, 2014

The Authority maintains property and casualty insurance coverage as deemed appropriate in consultation with an insurance industry expert. In fiscal year 2008, in order to contain the cost of insuring the bridges, the Board increased the deductible on the marine insurance on the bridges. In FY2014, the Authority competitively bid the commercial insurance policies. The result was significant savings on the property coverage for the bridges with a 3-year premium guarantee, resulting in the premiums expense over that 3 year period will remain essentially flat as compared to the last 3 years. The Board continues to work to find ways to decrease insurance costs.

Community Involvement

The Authority continues to maintain its relationships with its host communities of Bristol, Jamestown, Newport, and Portsmouth, Rhode Island. The Authority takes an active role with community organizations and continues to make marketing-related sponsorships of cultural and other events in its host municipalities, which it believes contribute directly to an increase in bridge traffic, especially from local patrons.

A lease agreement for use of the Mount Hope Bridge's former Gatekeeper's House with Roger Williams University continues to result in a favorable arrangement for both parties. The Authority continues to evaluate its operational and physical needs in Bristol, Rhode Island.

Legislative Developments

In June 2012, the Rhode Island General Assembly passed the FY2013 state budget, which included an article that will allow for the transfer of the Sakonnet River and Jamestown/Verrazano Bridges to the Rhode Island Turnpike and Bridge Authority from the Rhode Island Department of Transportation. The Authority assumed care, custody and control of these new assets in April 2013, however, ownership and title to the bridges and related property remain with the State. Tolls commenced in August 2013 (FY 2014) through General Assembly action taken in the FY 2014 state budget

Subsequently, The Rhode Island General Assembly passed the FY2015 state budget which eliminated the toll on the Sakonnet River Bridge, raised the gas tax and other fees, earmarking \$0.035 cents of the gas tax to the Authority to fund the additional maintenance costs associated with the addition of the Sakonnet River and Jamestown Verrazano Bridges. The annual estimated revenue expected from the gas tax is approximately \$14.8 million.

Requests for Information

This financial report is designed to provide a general overview of the Authority and its finances. Questions about any of the information contained in this report and requests for additional information may be addressed to the Executive Director at: Rhode Island Turnpike and Bridge Authority, P.O. Box 437, Jamestown, RI 02835.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

STATEMENT OF NET POSITION – JUNE 30, 2014 September 8, 2014

For Management Discussion Purposes Only
Subject to Final Review

ASSETS:

Current assets:

Cash and cash equivalents	\$	2,359,948
Accounts receivable		54,661
Accrued interest receivable		50,844
Prepaid expenses		132,943
Inventory		234,164
Restricted:		
Cash and cash equivalents		5,554,413
Investments		12,109,896
Accounts receivable		606,743
Total current assets		21,103,612

Noncurrent assets:

Investments, less current portion		7,004,950
Restricted investments, less current portion		4,789,042
Capital assets not being depreciated		250,000
Capital assets being depreciated, net		159,532,313
Total noncurrent assets		171,576,305
Total assets		192,679,917

Preliminary
Draft

(continued)

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

STATEMENT OF NET POSITION – JUNE 30, 2014 (CONTINUED)

For Management Discussion Purposes Only
Subject to Final Review

LIABILITIES:

Current liabilities:

Accounts payable	\$ 2,816,934
Accrued interest payable	267,608
Accrued expenses	2,518,169
Electronic toll liability	3,782,962
Bond anticipation note payable	25,000,000
Current portion of bonds payable	2,720,000
Legal settlement liability	868,272
	37,973,945

Total current liabilities

37,973,945

Note payable, DOT

394,923

Bonds payable, less current portion

58,354,861

Total liabilities

96,723,729

Commitments and contingencies (Notes 6, 8 and 9)

NET POSITION:

Net investment in capital assets

74,696,256

Restricted, bond covenants

18,271,052

Unrestricted

2,988,880

Total net position

\$ 95,956,188

See notes to financial statements.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

STATEMENT OF REVENUES, EXPENSES, AND CHANGES ~~IN NET POSITION~~

YEAR ENDED JUNE 30, 2014

For Management Discussion Purposes Only
Subject to Final Review

Operating revenues:	
Tolls, including violation fees	\$ 19,299,031
Transponder sales	667,977
Other fees	73,048
	20,040,056
Operating expenses:	
Personnel services	3,908,406
Utilities	451,825
Contractual services	3,044,772
Other supplies and expenses	1,212,349
Insurance	903,726
Repairs and maintenance	1,274,857
Transponder expense	335,357
Depreciation	9,845,811
	20,977,103
Operating income	(937,047)
Nonoperating revenues (expenses):	
Interest expense	(3,112,249)
Amortization of bond discount	(43,954)
Investment income, net of trustee fees	752,908
Impaired asset loss	(3,720,452)
Miscellaneous income	1,055,582
	(5,068,165)
Change in net position	(6,005,212)
Net position, beginning of year	103,009,039
Restatement - Bond issuance costs (See note 1)	(1,047,639)
As restated	101,961,400
Net position, end of year	\$ 95,956,188

See notes to financial statements.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

STATEMENT OF CASH FLOWS

September 8, 2014

YEAR ENDED JUNE 30, 2014

For Management Discussion Purposes Only
Subject to Final Review

Cash flows from operating activities:	
Cash received from:	
Tolls	\$ 19,788,732
Transponder sales	667,977
Other	73,048
Cash payments to:	
Suppliers for goods and services	(6,181,804)
Employees for services	(3,881,492)
	10,466,461
Net cash provided by operating activities	
Cash flows from capital and related financing activities:	
Acquisition and construction of capital assets	(27,596,481)
Principal paid on bonds	(2,595,000)
Note proceeds	394,924
Interest paid on bonds	(3,150,914)
Bond proceeds	20,000,000
	(12,947,471)
Net cash used in capital and related financing activities	
Cash flows from investing activities:	
Proceeds from sales and maturities of investments	63,645,900
Purchases of investments	(61,440,709)
Investment income received	773,765
	2,978,956
Net cash provided by investing activities	
	497,946
Net increase in cash and cash equivalents	
	7,416,415
Cash and cash equivalents, beginning of year	
	7,416,415
Cash and cash equivalents, end of year	
	\$ 7,914,361

(continued)

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

STATEMENT OF CASH FLOWS (CONTINUED) September 8, 2014

YEAR ENDED JUNE 30, 2014

For Management Discussion Purposes Only
Subject to Final Review

Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ (937,047)
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	9,845,811
Miscellaneous income	1,055,582
Changes in assets and liabilities:	
Accounts receivable	(271,160)
Inventory	(68,343)
Prepaid expenses	(26,332)
Accounts payable	80,175
Accrued expenses	81,575
Electronic toll liability	706,200
Net cash provided by operating activities	\$ 10,466,461

Preliminary
Draft

See notes to financial statements.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2014

September 8, 2014

For Management Discussion Purposes Only
Subject to Final Review

1. Description of business and summary of significant accounting policies:

Description of business:

The Rhode Island Turnpike and Bridge Authority (the Authority) was created in 1954 by the Rhode Island General Assembly as a body corporate and politic, with powers to construct, acquire, maintain, and operate bridge projects as defined by law. The Authority was responsible for the construction of the Claiborne Pell Bridge (formerly the Newport Bridge), which was opened for traffic on June 28, 1969, and has been responsible for the operation and maintenance of the Mount Hope Bridge between Bristol, Rhode Island and Portsmouth, Rhode Island and the Claiborne Pell Bridge between Newport, Rhode Island and Jamestown, Rhode Island since 1964 and 1969, respectively. On April 25, 2013, the State of Rhode Island (the State) transferred custody, control and supervision of the land and improvements for the Jamestown and the Sakonnet River Bridges from the Rhode Island Department of Transportation to the Authority. Ownership and title of the bridges remains with the State. The Claiborne Pell Bridge, Mount Hope Bridge, Jamestown Verrazano Bridge and Sakonnet River Bridge are collectively referred to herein as the bridges.

The Authority is a component unit of the State for financial reporting purposes and, as such, the financial statements of the Authority will be included in the State's Annual Financial Report.

The Authority is exempt from federal and state income taxes.

Basis of accounting:

The Authority engages only in business-type activities, which are activities that are financed in whole or in part by fees charged to external parties.

Accounts of the Authority are maintained in compliance with the provisions of the Master Indenture of Trust (the Trust Agreement) entered into with the Trustee of the bonds. The Trust Agreement secures the Authority's revenue bonds and requires that the accounting policies of the Authority conform to accounting principles generally accepted in the United States of America as applied to governmental entities.

The financial statements of the Authority have been prepared using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, all assets and liabilities, and deferred inflows and outflows of resources associated with operations are included on the statement of net position, revenues are recorded when earned, and expenses are recorded at the time the liabilities are incurred.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED JUNE 30, 2014

September 8, 2014

For Management Discussion Purposes Only
Subject to Final Review

1. Description of business and summary of significant accounting policies (continued):

Operating and nonoperating revenues and expenses:

Operating revenues and expenses result from providing services for the ongoing operations of the bridges. The principal operating revenue of the Authority is the collection of toll revenue from the users of the Claiborne Pell Bridge. Operating expenses include all expenses for the ongoing management and maintenance of the bridges. Non-operating revenues and expenses include all items that do not meet the definition of operating revenues and expenses.

Cash and cash equivalents:

The Authority considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash equivalents.

Investments:

Investments are recorded at fair value, except for money market investments (for example, U.S. Treasury and agency obligations) that have a remaining maturity at the time of purchase of one year or less and nonparticipating interest-earning investment contracts (for example, certificates of deposit) which are recorded at amortized cost. At June 30, 2014, all investments are reported at fair value.

Restricted assets:

Certain assets have been restricted in accordance with the provisions of the Trust Agreement and are classified as either current or noncurrent based on the maturities of the underlying securities.

Inventory:

Inventory consists of E-ZPass transponders valued at cost using the first-in, first-out (FIFO) method.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

September 8, 2014

YEAR ENDED JUNE 30, 2014

For Management Discussion Purposes Only
Subject to Final Review

1. Description of business and summary of significant accounting policies (continued):

Capital assets:

All capital assets are stated at cost. The Authority capitalizes substantially all assets acquired with an original cost basis in excess of \$10,000 for equipment and \$25,000 for bridge and building improvements which have an estimated useful life in excess of one year. The cost of the Claiborne Pell Bridge includes engineering, legal, financial, administrative and other costs incident to the construction of the bridge, less income earned on certain investments during construction. The cost of the Mount Hope Bridge is the amount previously carried on the records of the former Mount Hope Bridge Authority. All capital assets are depreciated using the straight-line method over the estimated useful lives of the respective assets as follows:

Bridges and bridge improvements	5-100 years
Buildings and land improvements	8-30 years
Equipment	3-20 years

Intangible assets:

Intangible assets, reported within capital assets, are comprised of licensing fees that do not expire unless certain contractual obligations are broken and are therefore reported at cost with no amortization.

Accounts receivable:

Accounts receivable are reported at \$661,403. This has several components: tolls, fees, tolls due from away agencies, and proceeds from the RI DOT State Infrastructure Bank loan. Tolls receivable are \$999,125 due from open-road tolling (ORT) violations and unpaid tolls in the cash lanes on the Newport Pell Bridge and \$293,072 due from all-electronic tolling (AET) on the Sakonnet River Bridge, of which \$462,424 is currently unbilled and \$829,773 is billed. Fees receivable are \$3,137,719. These amounts are recorded as deferred revenue until collected.

The balance of the accounts receivable is tolls due to the Authority from "away agencies" in the E-Z Pass system (\$500,830) and proceeds due from the RI DOT State Infrastructure Bank loan (\$645,390).

Bond discounts:

Bond discounts are amortized on a straight-line basis over the life of the related bond (14-½ years and 29-½ years for the 2003 and 2010 bonds, respectively). At June 30, 2014, bond discounts and accumulated amortization total \$1,043,533 and \$301,287, respectively. Bond discounts, net of accumulated amortization, are presented in the accompanying financial statements as a component of bonds payable.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED JUNE 30, 2014

September 8, 2014

For Management Discussion Purposes Only
Subject to Final Review

1. Description of business and summary of significant accounting policies (continued):

Gain on refunding:

The gain on refunding of revenue bonds is amortized on a straight-line basis over the life of the 2003 bond (14-½ years). At June 30, 2014, gain on refunding and accumulated amortization was \$348,464 and \$266,357, respectively. The gain on refunding, net of accumulated amortization is presented in the accompanying financial statements as a component of bonds payable; annual amortization of the gain is reported as a reduction of interest expense.

Revenue recognition - E-ZPass:

The Authority uses an automated electronic toll collection system (E-ZPass) which uses transponders to identify vehicles passing through a toll plaza. Upon enrolling in E-ZPass, customers purchase transponders from the Authority. Upon initial enrollment, and subsequently when minimum dollar maintenance requirements are met, customers fund dollars on their transponders. Prepaid toll receipts are recorded by the Authority as an electronic toll liability until the customer completes a toll transaction. Upon completion of a toll transaction by a customer using a valid E-ZPass transponder, the Authority records revenue for crossing the Claiborne Pell Bridge or records a liability payable to another state for a vehicle crossing another state's toll plaza using a transponder issued by the Authority, charges the customer's account, and reduces the electronic toll liability. The Authority records revenue and a related receivable from another state for customers crossing the Claiborne Pell Bridge using a transponder issued by another state. Toll charges received in cash for crossing the Claiborne Pell Bridge are recorded as revenue when collected.

Revenue recognition-violation tolls and fees:

The Authority provides Open Road Tolling (ORT) lanes which utilize both E-ZPass and automatic plate recognition technology. Customers that use ORT lanes that do not have a valid E-ZPass transponder are charged violation tolls and fees. The Authority uses a third-party billing service to send the invoices for violation tolls and fees to customers. Revenue from violation tolls and fees is recognized as collected.

Investment income:

Investment income includes unrealized gains and losses recorded to present investments at fair value.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

September 8, 2014

YEAR ENDED JUNE 30, 2014

For Management Discussion Purposes Only
Subject to Final Review

1. Description of business and summary of significant accounting policies (continued):

Accrued sick and vacation:

Employees are granted sick and vacation leave in varying amounts. Upon retirement, termination or death, certain employees are compensated for unused vacation and sick leave (subject to certain limitations) at their then current rates of pay. The amount accrued at year-end includes unused vacation and sick leave earned at the employees' current rates of pay, subject to the applicable limitations.

Use of estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recent Accounting Pronouncements:

Effective for the year ended June 30, 2014, the Authority adopted Statement No. 63 of the Governmental Accounting Standards Board (GASB), *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position* (GASB 63). Deferred outflows of resources represent the consumption of the government's net assets that is applicable to a future reporting period. Deferred inflows of resources represent the acquisition of net assets that is applicable to a future reporting period. GASB 63 prescribes the reporting requirements for these two elements and requires that the statement of net assets title be changed to statement of net position. The Authority had no deferred inflows or outflows of resources at June 30, 2014.

Effective for the fiscal year ended June 30, 2014, the Authority adopted the provisions of Statement No. 65 of the Governmental Accounting Standards Board, *Items Previously Reported as Assets and Liabilities* (GASB 65). GASB 65 requires that certain items no longer be reported in statements of net position since they do not meet the definition of either assets, liabilities, deferred outflows of resources, or deferred inflows of resources. In addition, GASB 65 requires that certain items previously reported as assets or liabilities be reported as deferred inflows or outflows of resources. As required by GASB 65, effective July 1, 2013, financing costs are expensed as incurred. Previously, financing costs were deferred and amortized using the straight-line method over the life of the related debt. Due to the adoption of GASB 65, net position at July 1, 2013 has been restated, resulting in a decrease in net position of \$ 1,047,639.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED JUNE 30, 2014

September 8, 2014

For Management Discussion Purposes Only
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1. Description of business and summary of significant accounting policies (continued):

Net position:

The Authority's net position has been segregated into the following three components:

Net investment in capital assets – represents the net book value of all capital assets less the outstanding balances of bonds and other debt, and deferred inflows of resources, if any, used to acquire, construct or improve these assets, increased by deferred outflows of resources related to those assets, if any.

Restricted – those that have been limited to uses specified either externally by creditors, contributors, laws, or regulations of other governments or internally by enabling legislation or law

Unrestricted – a residual category for the balance of net position

2. Cash and investments:

The Trust Agreement specifies the permitted investments that may be used by the Authority. In addition, the State of Rhode Island requires that certain uninsured deposits be collateralized. Section 35-10.1-7 of the General Laws of the State of Rhode Island, dealing with the collateralization of public deposits, requires that all time deposits with maturities of greater than 60 days and all deposits in institutions that do not meet the minimum capital requirements of its federal regulator must be collateralized.

Deposits:

The carrying amount of the Authority's cash and cash equivalents at June 30, 2014 was \$7,915,321 while the bank balance was \$7,969,287. Of the bank balance, \$929,466 was covered by federal depository insurance and \$1,587,928 was held in fully collateralized repurchase agreements. The remaining balance of \$5,451,894 is uncollateralized.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED JUNE 30, 2014

2. Cash and investments (continued):

Investments:

At June 30, 2014, the Authority's investments, including restricted amounts, consisted of the following:

	Fair value	Interest rate	Maturity	Rating
Money market funds	\$ 15,811,592.00			
United States Treasury/Agency securities:				
United States Treasury Notes	999,763.30	0.625% to 2.625%	9/15/16 to 11/30/2020	AAA/AA+
United States CMO's / REMICs	65,465.88	3.00%	3/25/2040	AAA/AA+
Mortgage-backed securities:				
Treasury Inflation Indexed Bonds	278,789.35	0.125% to 2.375%	4/15/2018 to 1/15/2023	AAA/AA+
Federal Home Loan Mortgage Corporation	830,811.10	3.000% to 5.500%	6/01/2026 to 4/01/2044	AAA/AA+
Federal National Mortgage Association	1,334,388.83	2.500% to 6.000%	3/01/2023 to 5/01/2044	AAA/AA+
Foreign Government / Agency Debentures	101,216.00	2.000% to 4.000%	6/30/2016 to 10/07/2019	AA2/AA-/A+
Corporate bonds				
	45,080.10	1.125%	5/16/2017	AA3
	471,040.10		12/01/2014 to 7/15/2022	A3
	282,850.55	2.000% to 7.717%	02/01/2020 to 7/15/2022	A2
	296,928.95	2.875% to 5.650%	7/15/2022	
		2.700% to 6.250%	09/15/2017 to 12/15/2022	A1

(continued)

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED JUNE 30, 2014

2. Cash and investments (continued):

Investments (continued):

	Fair value	Interest rate	Maturity	Rating
Corporate bonds (continued)				
	\$ 148,317.75	3.000% to 4.875%	06/12/2017 to 11/01/2022	Baa3
	728,322.40	2.500% to 6.75 %	11/21/2017 to 10/01/2037	Baa2
	504,110.60	2.500% to 6.150%	09/17/2015 to 06/15/2042	Baa1
Foreign corporate bonds				
	71,479.85	4.50%	1/11/2021	AA2
	70,107.80	1.25%	6/16/2017	AA-
	48,681.00	4.88%	1/24/2022	A3
	36,546.65	3.20%	3/11/2016	A2
	94,906.75	5.13%	4/27/2020	Baa2
	46,900.35	5.38%	1/27/2021	Baa1
Municipal bonds				
	59,913.00	1.10%	6/15/2016	A2
	112,162.60	4.42%	1/1/2015	A3
	167,084.80	2.995% to 5.950%	04/01/2016 to 05/15/2023	AA3
	32,448.90	4.20%	12/1/2021	AA1

(continued)

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED JUNE 30, 2014

2. Cash and investments (continued):

Investments (continued):

	Fair value	Interest rate	Maturity	Rating
Municipal bonds (continued)				
	\$ 45,270.80	6.28%	6/15/2042	Baa3
	41,102.80	6.03%	1/1/2042	Baa1
Asset-backed securities	35,025.55	0.99%	12/8/2014	AAA
Non-agency CMO's/REMIC's	56,234.75	2.684% to 3.400%	11/15/2044 to 5/15/2045	AAA
Short-term taxable fixed income	<u>1,087,314.68</u>	N/A	N/A	
Total investments	<u>\$ 23,903,857.00</u>			

* Investments in one issuer greater than 5% of all investments

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED JUNE 30, 2014

September 8, 2014

For Management Discussion Purposes Only
Subject to Final Review

2. Cash and investments (continued):

Investments (continued):

Interest rate risk:

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market value interest rates.

The Authority does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The majority of the Authority's investments have interest rates that are fixed for long periods and are subject to more variability in their fair value as a result of future changes in interest rates.

Concentration of credit risk:

The Authority does not have an investment policy for concentration of credit risk.

Custodial credit risk:

Custodial credit risk is the risk that in the event of financial institution failure, the Authority's deposits and/or investments may not be returned. The Authority does not have a deposit or investment policy for custodial credit risk. At June 30, 2014 and for the year then ended, all of the Authority's investments were direct investments not subject to custodial credit risk.

3. Capital assets:

	Balance, June 30, 2013	Additions	Retirements and disposals	Balance, June 30, 2014
Capital assets not being depreciated:				
Construction in progress	\$ 3,509,762	\$ -	\$ (3,509,762)	\$ -
Licensing fees	250,000			250,000
Total capital assets not being depreciated	<u>3,759,762</u>	<u>-</u>	<u>(3,509,762)</u>	<u>250,000</u>
Capital assets being depreciated:				
Bridges *	184,324,205	23,138,915	(3,314,473)	204,148,647
Buildings	7,232,615	15,765		7,248,380
Land improvements	3,461,911			3,461,911
Equipment	<u>12,552,063</u>	<u>1,798,128</u>	<u>(1,100,000)</u>	<u>13,250,191</u>
Total capital assets being depreciated	<u>207,570,794</u>	<u>24,952,808</u>	<u>(4,414,473)</u>	<u>228,109,129</u>

(continued)

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

September 8, 2014

YEAR ENDED JUNE 30, 2014

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3. Capital assets (continued):

	Balance, June 30, 2013	Additions	Retirements and disposals	Balance, June 30, 2014
Capital assets being depreciated (continued):				
Less accumulated depreciation:				
Bridges *	\$ 51,638,040	\$ 7,518,306	\$ (549,972)	\$ 58,606,374
Buildings	2,308,266	622,490		2,930,756
Land improvements	1,044,322			1,044,322
Equipment	4,434,147	1,705,266	(144,048)	5,995,364
Total accumulated depreciation	<u>59,424,775</u>	<u>9,846,062</u>	<u>(694,020)</u>	<u>68,576,816</u>
Capital assets being depreciated, net	<u>148,146,019</u>	<u>15,106,746</u>	<u>(3,720,453)</u>	<u>159,532,313</u>
Capital assets, net	<u>\$ 150,905,781</u>	<u>\$ 15,106,746</u>	<u>\$ (7,480,214)</u>	<u>\$ 159,532,313</u>

* Mount Hope and Claiborne Pell bridges

Due to the legislative actions of the State of Rhode Island in June 2014, the Authority was no longer authorized to collect tolls at the Sakonnet River Bridge. The Authority has determined that the legislative action impaired the value of the ORT collection equipment installed at the Sakonnet River Bridge and the full unamortized value of \$3,720,453 was recorded in the Statement of Changes in Net Position as an impairment loss.

At June 30, 2014, capitalized interest included in capital assets totaled approximately \$3,777,324.

4. Bonds payable:

On July 31, 2003, the Authority issued \$35,765,000 of Series 2003A Taxable Refunding Revenue Bonds as an advance refunding of the Series 1997 Revenue Bonds. At June 30, 2014, principal outstanding under the Series 2003A Bonds is \$11,735,000. The final principal payment of the Series 1997 Bonds was made on December 1, 2003 in the amount of \$1,680,000; accordingly, as of June 30, 2014, the Authority had no obligations related to the defeased Series 1997 Bonds.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)**

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

September 8, 2014

YEAR ENDED JUNE 30, 2014

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4. Bonds payable (continued):

The Series 2003A Bonds are fixed-rate bonds bearing interest at rates ranging from 1.15% to 5.23%, payable semi-annually on December 1 and June 1. Principal repayments of the bond are due annually with a final payment due on December 1, 2017. The Series 2003A Bonds will not be subject to optional redemption prior to maturity but are subject to special mandatory redemption as provided in the Series 2003A bond agreement. At June 30, 2014, the Authority has in-substance defeased debt of approximately \$34,895,000, representing outstanding bonds related to the 1965, 1965A, 1965B and 1967 bond issues. The proceeds from the Series 1997 Bonds were placed into an irrevocable trust to provide for all future debt service payments on the refunded revenue bonds. The assets of the trust account and the liability for the defeased bonds have not been included in the financial statements of the Authority.

On April 8, 2010, the Authority issued \$50,000,000 of Series 2010A Revenue Bonds. The proceeds of the Series 2010A Bonds will be used to finance the renovation, renewal, repair, rehabilitation, retrofitting, upgrading and improvement of the Claiborne Pell Bridge, the Mount Hope Bridge and such other activities as are authorized under the Authority Act authorizing the issuance of the Bonds. The Series 2010A Bonds are fixed-rate bonds bearing interest at rates ranging from 3.5% to 5%, payable semi-annually on December 1 and June 1. Principal repayments of the bonds are due annually commencing on December 1, 2018 with a final payment due on December 1, 2039. The Series 2010A Bonds maturing on or after December 1, 2021 are subject to redemption prior to maturity at the option of the Authority.

During the year ended June 30, 2014, changes in bonds payable consisted of the following:

	Balance, June 30, 2013	Additions	Retirements/ amortization	Balance, June 30, 2014
Revenue bonds payable	\$ 64,330,000	\$	\$ 2,595,000	\$ 61,735,000
Gain on refunding	110,145		28,038	82,107
Bond discounts	(786,201)	43,955		(742,246)
Total bonds payable	\$ 63,653,944	\$ 43,955	\$ 2,623,038	\$ 61,074,861

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED JUNE 30, 2014

September 8, 2014

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4. Bonds payable (continued):

The following represents debt service and sinking fund requirements to maturity as of June 30, 2014:

Fiscal year ending June 30,	Principal	Interest	Total
2015	\$ 2,720,000	\$ 2,919,384	\$ 5,639,384
2016	2,855,000	2,779,696	5,634,696
2017	3,005,000	2,629,936	5,634,936
2018	3,155,000	2,469,903	5,624,903
2019	1,345,000	2,363,863	3,708,863
2020-2024	7,705,000	10,842,028	18,547,028
2025-029	9,565,000	8,982,888	18,547,888
2030- 2034	12,140,000	6,420,497	18,560,497
2035-2039	15,625,000	2,941,319	18,566,319
2040	3,620,000	90,500	3,710,500
	<u>\$ 61,735,000</u>	<u>\$ 42,440,014</u>	<u>\$ 104,175,014</u>

The State has authorized the Authority to issue approximately \$68 million of additional revenue bonds. The terms and expected date for such issuance have not yet been determined.

5. Note payables:

In February 2013, the Authority entered into a \$30 million Bond Anticipation Note (BAN), \$25,000,000 of which is outstanding at June 30, 2014. The BAN bears interest at the thirty-day London InterBank Offered Rate (LIBOR) plus an applicable margin rate based on the Authority's debt rating payable monthly. The BAN is due in full on February 7, 2015.

The Authority also entered into a \$2 million note with the Rhode Island Department of Transportation (RIDOT) through the RIDOT State Infrastructure Bank to fund other capital projects that have been included in the Authority's 10-year plan. At June 30, 2014, the outstanding balance under the note is \$394,923.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

September 8, 2014

YEAR ENDED JUNE 30, 2014

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6. Commitments:

Toll Lane Implementation and Maintenance Contract:

The Authority has a contract with Telvent Caseta Technologies for ongoing maintenance service related to the electronic toll system E-Z Pass through May 1, 2013; the contract was extended through April 30 2016 with an approximate annual cost of \$59,500.

E-ZPass Customer Service Contract:

Early in fiscal year 2012, the Authority entered into a new service contract with CS IT America, now known as Sanef IT America (Sanef). Sanef was engaged to design, implement, and maintain the Authority's customer relationship database, and the Authority's toll transactions in the travel lanes. The system (Toll CRM) processes all monetary transactions related to RITBA E-ZPass customer accounts, including toll and violation activity. Toll CRM also processes all toll transactions related to the Electronic Toll Collection System (ETC), sorting and processing them with the Authority's sister E-ZPass agencies. At June 30, 2014, the Authority has a commitment of approximately \$45,980 remaining on this project. The contract also engages Sanef to provide operation and maintenance services through 2020 at an annual cost of approximately \$481,800.

In March 2014, the Authority amended its contract with LES to provide billing and collection services related to ORT violations. The contract provides for payments to LES of \$100,000 per month through 2018. Additionally, the contract provides for payments of 33% of all amounts collected by ALS which are collected 14 days after the date of invoice.

Construction in progress:

The Authority has entered into contracts to provide for the maintenance of the bridges. As of June 30, 2014, remaining commitments on these contracts approximate \$204,475.

The Authority entered into contracts with Aetna Bridge, Parsons Transportation Group, and Keville Enterprises for Phase II of the steel repairs and painting on the Claiborne Pell Bridge. The total contract value is \$40.9 million and will take two to three years to complete. As of June 30, 2014, remaining commitments on these contracts approximate \$25,550,316.

Collective bargaining agreement:

There are 22 employees of the Authority are under the terms of a contract with the United Service and Allied Workers of Rhode Island, a collective bargaining unit. The contract expired on June 30, 2014.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

September 8, 2014

YEAR ENDED JUNE 30, 2014

For Management Discussion Purposes Only
Subject to Final Review

7. Tax deferred savings incentive plan:

The Authority sponsors an employee tax-deferred savings incentive 401(k) plan (the Rhode Island Turnpike & Bridge Authority Retirement Plan established in 1985; the Plan), which is available to employees who meet the Plan's eligibility requirements. The investments held by the Plan, a defined contribution plan, are managed by third-party service providers and the Plan is administered by Meridien. Under the Plan, employees may contribute up to 5% of compensation and the Authority provides a matching contribution. The Authority may also make a supplemental contribution such that its total annual contribution does not exceed 10% of employee adjusted net compensation. The 10% limit includes the aggregate of the life insurance costs as well as the 401(k) contribution. The employees' contribution to the Plan for fiscal year 2014 was approximately \$138,945, while the total cost of the matching and supplemental employer contribution for fiscal year 2014 was approximately \$302,018. The Authority contributes 3.4% of the employee's salary to the Plan and also provides an additional match of up to 5% of the employee's salary. The payroll for employees covered by the Plan for fiscal year 2014 was approximately \$2,778,906 and the Authority's total payroll was approximately \$2,893,170. The trustees of the Plan are currently comprised of two members of the Authority's Board of Directors and one employee. The trustees are responsible for establishing or amending the Plan's provisions and contributions. The Board of Directors of the Authority must approve all amendments to the Plan.

8. Risk management:

The Authority is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; workers' compensation claims; and natural disasters for which the Authority carries commercial insurance. Settled claims resulting from these risks have not exceeded the Authority's coverage in any of the past three fiscal years and there have been no significant reductions in insurance coverage. Accordingly, management has not recorded a reserve for such claims at June 30, 2014.

9. Contingencies:

Construction project:

Upon completion of a construction project in 2010, a contractor hired by the Authority submitted a claim for approximately \$2,980,000 for amounts alleged to be owed by the Authority in excess of the original contract amount due to limitations imposed by the Authority and for work required to be performed outside the scope of the original contract. The Authority and its external consulting engineer have disputed the claim in writing, and have not received any additional information from the contractor as a result of submitting a written response to the claim. The Authority is unable to determine the final outcome of this claim. The accompanying financial statements do not include any liability related to this uncertainty.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED JUNE 30, 2014

September 8, 2014

For Management Discussion Purposes Only
Subject to Final Review

9. Contingencies (continued):

Construction project (continued):

Class action lawsuit:

The Authority was subject to a class action lawsuit challenging the toll rate structure for certain drivers using E-ZPass. During 2011, an opinion and order was issued by the court, granting the Authority's request for summary judgment. The parties have negotiated a final settlement which is pending final approval. At June 30, 2014, the Authority recorded a liability for \$868,272 as its best estimate of amounts due to certain customers under the terms of the settlement agreement.

Environmental Remediation

The Authority has begun a site investigation into a potential lead remediation project around the northern approach of the Mount Hope Bridge. This investigation could take up to another year to year and one-half to complete before any remedial action will take place. Currently, the estimate for the cost of remediation of this project is uncertain. The accompanying financial statements do not include any liability related to this uncertainty.

11. Accrued expenses:

During the year ended June 30, 2012, the Authority entered into a contract with Duncan Solutions/Law Enforcement Systems (LES) to perform the noticing and collection effort of toll violations on the Claiborne Pell Bridge. In anticipation of the establishment of all-electronic tolling (AET) and subsequent invoicing and collection of post-paid tolls on the Sakonnet River Bridge, the Authority entered into a partnership with LES to design and construct the toll collection system, including the gantry and the purchase and installation of all necessary cameras, laser-readers and computer equipment. Under the terms of the original agreement, the Authority was to repay LES its original investment of \$3,000,000 over time through fees collected.

During the fiscal year ending June 30, 2014, the tolls for the Sakonnet River Bridge were materially modified and altered from the tolls set forth in the agreement through legislative actions passed by the State of Rhode Island, specifically; the tolls had been initially reduced by the legislation to \$0.10 per vehicle and later totally eliminated. As a result of this material modification, the agreement was renegotiated and in lieu of a payment of \$3,000,000 to LES over time through fees collected, the Authority was required to make a payment of \$2,000,000 with the remaining \$1,000,000 due and payable. The amount due is included in accrued expenses in the accompanying statement of net position.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED JUNE 30, 2014

September 8, 2014

For Management Discussion Purposes Only
Subject to Final Review

12. Subsequent event:

In June of 2014, the General Assembly passed Article 21 of the FY 2015 state budget. Within the Article Section 31-36-20 item (4) commencing in fiscal year 2015, an allocation of gasoline tax collected by the State of three and one-half cents (\$0.035) per gallon shall be transferred to the Rhode Island Turnpike and Bridge Authority to be used for maintenance, operations, capital expenditures and debt service in lieu of a toll on the Sakonnet River Bridge. On August 30, 2014, the Authority received its first payment of \$1,343,781 for the month of July 2014.

Preliminary
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RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

SCHEDULE OF TRAFFIC COUNT AND REVENUES September 3, 2014

YEAR ENDED JUNE 30, 2014

For Management Discussion Purposes Only
Subject to Final Review

	Claiborne Pell Bridge
Traffic count (unaudited):	
Vehicle fares paid with ETC	17,101,915
Vehicle fares paid with cash	1,586,066
	18,687,981
 Toll revenues (audited):	
Vehicle fares paid with ETC	\$ 13,192,073
Vehicle fares paid with cash	6,326,528
Total toll revenues	\$ 19,518,601

Preliminary
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RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

SCHEDULE OF TRAVEL AND ENTERTAINMENT EXPENSES

YEAR ENDED JUNE 30, 2014

Check Number	Date Paid	Payee	Purpose	Amount
014417	7/10/2013	East Ferry Deli	Board Meeting Coffee	42
014464	7/21/2013	East Ferry Deli	Board Meeting Coffee	42
014477	7/21/2013	McQuade's Marketplace	Board Room Soda	9
	8/7/2013	Cash	Supplies for IA Meeting	66
014613	9/5/2013	American Express	Verizon Wireless	45
014704	10/1/2013	East Ferry Deli	Board Meeting Coffee	42
014755	10/9/2013	East Ferry Deli	Board Meeting Coffee	42
014836	10/21/2013	American Express	Union Station Parking	9
014904	11/26/2013	American Express	Southwest Airlines	300
015006	12/20/2013	East Ferry Deli	Board Meeting Coffee	42
015012	12/20/2013	McQuade's Marketplace	Items for Board Meeting	19
014995	12/31/2013	American Express	Amitrak, Taxi, Food - B Croft	334
015048	1/11/2014	McQuade's Marketplace	Items for Christmas Party	41
	1/28/2014	Cash	Parking - B Croft, Coffee for Press Conference	55
015099	1/28/2014	American Express	Airport Shuttle, Hotel	698
015201	2/26/2014	American Express	US Airways	324
015250	3/12/2014	Int'l. Bridge, Tunnel & Turnpike Assn.	Conference registration	575
015250	3/12/2014	Int'l. Bridge, Tunnel & Turnpike Assn.	Conference registration	575
015249	3/12/2014	David Darlington	Parking, Hotel, Flight	513
015250	3/12/2014	Int'l. Bridge, Tunnel & Turnpike Assn.	Conference registration	575
015250	3/12/2014	Int'l. Bridge, Tunnel & Turnpike Assn.	Conference registration	575
015276	3/25/2014	McQuade's Marketplace	Board Room Soda	17
015266	3/25/2014	American Express	Travel Expenses - B Croft	380
015302	4/2/2014	Greater Prov. Chamber of Commerce	Congressional Breakfast 2014 - B Croft	45
	4/8/2014	Cash	Taxi, Hotel, Parking - B Croft	69
015330	4/11/2014	James E. Swanberg	Hotel, Parking, Gas	354
015329	4/11/2014	James R. Romano	Hotel	282
015377	4/18/2014	Stanley Ozalis	Hotel	136
015371	5/1/2014	McQuade's Marketplace	Items for Staff Meeting	38
015354	5/1/2014	American Express	Hotel, Food, Gas	700
015408	5/12/2014	Int'l. Bridge, Tunnel & Turnpike Assn.	Conference registration	575
015454	5/29/2014	Newport County Chamber of Com.	Women in Business Luncheon - Buddy and Nancy	70
015487	6/18/2014	East Ferry Deli	Board Meeting Coffee	91
015470	6/9/2014	Affinia Manhattan	Hotel- Engineering Staff Training	620

(continued)

September 8, 2014

For Management Discussion Purposes Only
Subject to Final Review

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

SCHEDULE OF TRAVEL AND ENTERTAINMENT EXPENSES (CONTINUED)

YEAR ENDED JUNE 30, 2014

<u>Check Number</u>	<u>Date Paid</u>	<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
015512	6/25/2014	American Express	Amtrak, Parking	\$ 1,053
	6/30/2014	Cash	Parking, Board Meeting Coffee	64
				<u>\$ 9,417</u>

*Preliminary
Draft*

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

September 8, 2014

STATE OF RHODE ISLAND REQUIRED FORMAT
For Management Discussion Purposes Only
Subject to Final Review

JUNE 30, 2014

Statement of Net Position

Attachment B

Assets

Current assets:

Cash and cash equivalents	\$	2,359,948
Investments		0
Receivables (Receivables allowance)		105,505
Restricted assets:		
Cash and cash equivalents		5,554,413
Investments		12,109,896
Other assets		606,743
Due from primary government		
Due from other governments		
Inventories		234,164
Other assets		132,943
Total current assets		21,103,612

Noncurrent assets:

Investments		7,004,950
Receivables (Receivables allowance)		
Restricted assets:		
Cash and cash equivalents		
Investments		4,789,042
Other assets		
Capital assets - nondepreciable		250,000
Capital assets - depreciable (net)		159,532,313
Other assets, net of amortization		0
Total noncurrent assets		171,576,305
Total assets	\$	192,679,917

Preliminary
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RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

September 8, 2014

STATE OF RHODE ISLAND REQUIRED FORMAT

For Management Discussion Purposes Only
Subject to Final Review

JUNE 30, 2014

<u>Statement of Net Position (continued)</u>	<u>Attachment B</u>
Liabilities	
Current liabilities:	
Cash overdraft	
Accounts payable	
Due to primary government	\$ 6,470,983
Due to (from) other component units	
Due to other governments	
Deferred revenue	
Other liabilities	3,782,962
Current portion of long-term debt	2,720,000
Total current liabilities	12,973,945
Noncurrent liabilities:	
Due to primary government	394,923
Due to other governments	
Deferred revenue	
Notes payable	
Loans payable	
Obligations under capital leases	
Other liabilities	
Compensated absences	
Bonds payable	58,354,861
Total noncurrent liabilities	58,749,784
Total liabilities	71,723,729
Net position	
Net investment in capital assets	74,696,256
Restricted for:	
Debt	18,271,052
Other	
Other nonexpendable	
Unrestricted	2,988,880
Total net position	\$ 95,956,188

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

September 8, 2014

STATE OF RHODE ISLAND REQUIRED FORM
FOR PUBLIC DISCUSSION PURPOSES ONLY
Subject to Final Review

YEAR ENDED JUNE 30, 2014

<u>Statement of Changes in Net Position</u>	<u>Attachment C</u>
Operating revenues:	
Charges for services	\$ 19,299,031
Interest income on loans	
Interest on investments	
Net increase (decrease) in fair value of investments	
Other operating income	741,025
Total operating revenues	<u>20,040,056</u>
Operating expenses:	
Personnel services	3,908,406
Supplies, materials, and services	7,222,886
Interest expense	
Grants, scholarships and contract programs	
Depreciation, depletion and amortization	9,845,811
Other operating expenses	0
Total operating expenses	<u>20,977,103</u>
Operating income	<u>(937,047)</u>
Nonoperating revenues (expenses):	
Interest revenue	752,908
Grants	0
Payments from primary government	
Gain (loss) on sale of property	
Interest expense	(3,112,249)
Payments (to) from other component units	
Net increase (decrease) in fair value of investments	
Other nonoperating revenue (expenses)	1,011,628
Total nonoperating revenue (expenses)	<u>(1,347,713)</u>
Income (loss) before contributions	(2,284,760)
Capital contributions	
Special items	
Extraordinary items	(3,720,452)
Change in net position	<u>(6,005,212)</u>
Total net position - beginning	103,009,039
Restatement	(1,047,639)
Total net position - beginning, as restated	101,961,400
Total net position - ending	<u>\$ 95,956,188</u>

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
(A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

September 8, 2014

STATE OF RHODE ISLAND REQUIRED FOR DISCUSSION PURPOSES ONLY
Subject to Final Review

YEAR ENDED JUNE 30, 2014

Long-Term Debt

Attachment D

Fiscal Year Ending June 30,	Principal	Interest	Total
2015	\$ 2,720,000	\$ 2,919,384	\$ 5,639,384
2016	2,855,000	2,779,696	5,634,696
2017	3,005,000	2,629,936	5,634,936
2018	3,155,000	2,469,903	5,624,903
2019	1,345,000	2,363,863	3,708,863
2020 - 2024	7,705,000	10,842,028	18,547,028
2025 - 2029	9,565,000	8,982,888	18,547,888
2030 - 2034	12,140,000	6,420,497	18,560,497
2035 - 2039	15,625,000	2,941,319	18,566,319
2040	3,620,000	90,500	3,710,500
	<u>\$ 61,735,000</u>	<u>\$ 42,440,012</u>	<u>\$ 104,175,012</u>

Preliminary Draft

For Management Discussion Purposes Only
 Subject to Final Review
 RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
 (A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

STATE OF RHODE ISLAND REQUIRED FORMAT

YEAR ENDED JUNE 30, 2014

Schedule of Changes in Long-Term DebtAttachment E

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year	Amounts Due Thereafter
Bonds payable	\$ 64,330,000	\$ 0	\$ 2,595,000	\$ 61,735,000	\$ 2,720,000	\$ 59,015,000
Note payable						
Net unamortized premium/discount	(786,201)	43,955		(742,246)		(742,246)
Deferred amount on refunding	110,145		28,038	82,107		82,107
	<u>63,653,944</u>	<u>43,955</u>	<u>2,623,038</u>	<u>61,074,861</u>	<u>2,720,000</u>	<u>58,354,861</u>
Bonds payable						
Due to primary government		394,924		394,924		394,924
Notes payable	5,000,000	20,000,000		25,000,000	25,000,000	-
Obligations under capital leases				-		-
Net OPEB obligation				-		-
Compensated absences				-		-
Included in other liabilities:						
Arbitrage rebate				-		-
Pollution remediation				-		-
Items not listed above				-		-
				-		-
Other liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>\$ 68,653,944</u>	<u>\$ 20,438,879</u>	<u>\$ 2,623,038</u>	<u>\$ 86,469,785</u>	<u>\$ 27,720,000</u>	<u>\$ 58,749,785</u>

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
 (A COMPONENT UNIT OF THE STATE OF RHODE ISLAND)

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

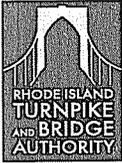
YEAR ENDED JUNE 30, 2014

September 8, 2014

For Management Discussion Purposes Only
 Subject to Final Review

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Expenditures
Nonmajor program:		
U.S. Department of Transportation:		
Federal-Aid Highway Program		
Federal Lands Highway Program	20.205	\$ 394,924
Total U.S. Department of Transportation		<u>394,924</u>
Total expenditures of federal awards		<u>\$ 394,924</u>

Preliminary
 Draft



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM 17	DATE PREPARED: September 2, 2014	SUBJECT: ESTABLISHED WRITTEN POLICY FOR RECORDS REQUEST
FOR THE MEETING OF: September 10, 2014		PREPARED BY: Buddy Croft

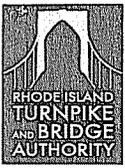
SUMMARY DESCRIPTION:

Upon reviewing the policies of other agencies it is suggested that RITBA will provide copies of public records electronically, by facsimile or by mail. The requesting party may be responsible for the cost of delivery, if any. RITBA may charge a fee not to exceed fifteen cents (\$0.15) per copied page for records that can be copied on business or legal size paper. RITBA may charge no more than the reasonable actual cost for providing electronic records or retrieving records from storage. A reasonable charge may be made for the search and retrieval of records. Hourly charges for search and retrieval and copying may not exceed fifteen dollars (\$15.00) per hour, but no costs will be charged for the first hour. Upon request, RITBA will provide an estimate of the costs. RITBA may require that the requesting party pre-pay the estimated costs prior to engaging in the search and retrieval of records. The production of records will not be deemed untimely if the Authority is waiting receipt of payment for costs properly charged under the Act. Upon request, RITBA will provide a detailed itemization of the potential costs charged for the search and retrieval of records. Whenever possible, RITBA will do everything to minimize the potential costs to any and all requests.

Financial Effect :

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR	INITIALS	DATE	BOARD ACTION:
√	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>			<p>TABLED: UNTIL _____</p> <p>DISCUSSED: <i>Action Taken:</i></p> <p>VOTE TAKEN: __ YES __ NO</p> <p>APPROVED: __ YES __ NO</p> <p>___ RATIFIED</p>
	FINANCE <i>NANCY E. PARRILLO</i>			
	ENGINEERING <i>ERIC OFFENBERG</i>			
	PLAZA OPERATIONS SAFETY & SECURITY <i>JIM SWANBERG</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	PROCUREMENT			
	OTHER (SPECIFY)			
	OTHER (SPECIFY)			



RHODE ISLAND Turnpike and Bridge Authority

Board Agenda Item Tracking System

AGENDA ITEM	DATE PREPARED: September 4, 2014	SUBJECT: FY 2015 YTD JULY Financial Package
--------------------	--	---

FOR THE MEETING OF: September 10, 2014	PREPARED BY: Nancy E. Parrillo
--	--

SUMMARY DESCRIPTION:

July 2014 MTD / YTD Financial Report

Traffic and Revenue Reports

Financial Effect: N/A

Instructions: The individual named at the top of this page as "preparer" indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

ROUTING	EXECUTIVE DIRECTOR <i>EARL J. CROFT III</i>	INITIALS	DATE	BOARD ACTION:
√	FINANCE <i>NANCY E. PARRILLO</i>	<i>NWP</i>	<i>9/4/14</i>	<p><input type="checkbox"/> TABLED: UNTIL _____</p> <p><input type="checkbox"/> DISCUSSED: <i>Action Taken:</i></p> <p style="text-align: right;">VOTE TAKEN: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: right;">APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> RATIFIED</p>
	ENGINEERING <i>ERIC OFFENBERG P.E.</i>			
	OPERATIONS <i>JAMES SWANBERG</i>			
	MAINTENANCE <i>JAMES ROMANO</i>			
	PROCUREMENT			
	OTHER (SPECIFY)			
	OTHER (SPECIFY)			

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
Statement of Operations
For the One Month Ending Thursday, July 31, 2014

	Month of Period 1	YTD as of 07/31/2014	YTD Budget 07/31/2014	Percent of Budget Completed
Revenue				
Toll Revenue	\$1,409,642.38	\$1,409,642.38		0.00%
Gas Tax Revenue				
Transponder Revenue	18096.9	18096.9		
Interest	(12,430.63)	(12,430.63)		0.00%
Miscellaneous Revenue	60.00	60.00		0.00%
Statement and Bank Fees	9,731.00	9,731.00		0.00%
Total Operating Revenues	1,425,099.65	1,425,099.65		0.00%
Operating Expenses				
Wages	262,570.00	262,570.00		0.00%
Vacation and Sick Pay				
OASDI tax	(7,435.94)	(7,435.94)		0.00%
Unemployment tax				
Health and Dental Insurance	41,990.46	41,990.46		0.00%
Life Insurance	1,577.28	1,577.28		0.00%
Pension	(3,805.70)	(3,805.70)		0.00%
Salaries and Wages	294,896.10	294,896.10		0.00%
Telephone / ITData	50,510.03	50,510.03		0.00%
Office / Postage	3,883.00	3,883.00		0.00%
Advertising expense	5,259.50	5,259.50		0.00%
Travel and Entertainment	3,561.74	3,561.74		0.00%
Dues				
Subscriptions and Misc.	89.00	89.00		0.00%
Legal Fees	5,099.70	5,099.70		0.00%
Audit Fee				
Professional	131.25	131.25		0.00%
Safety	1,960.00	1,960.00		0.00%
Trustee Fees				
Bank Fees	2,868.11	2,868.11		0.00%
Insurance - Property				
Insurance - Other				
Utilities	3,528.44	3,528.44		0.00%
Event Expense	2,450.00	2,450.00		0.00%
ETC Expense	34,299.99	34,299.99		0.00%
Transponder Expense	(4,040.50)	(4,040.50)		0.00%
Toll Equipment Maintenance				
IT Equipment Maintenance	2,703.84	2,703.84		0.00%
Uniforms				
Vehicle Maintenance	5,747.58	5,747.58		0.00%
Electrical Contractor	7,817.00	7,817.00		0.00%
Bridge Maintenance				
Maintenance and Supplies	17,417.22	17,417.22		0.00%
Miscellaneous expense	1,598.87	1,598.87		0.00%
Depreciation Expense				
Settlement Expense				
Contingency reserve				
Host Community	28,000.00	28,000.00		0.00%
Operating Expenses	172,884.77	172,884.77		0.00%
Interest Expense	264,642.26	264,642.26		0.00%
Cost of Issuance Expense				
Cost of Issuance Amortization				
Bond Discount Amortization	2,397.13	2,397.13		0.00%
Gain/Loss on Impaired Asset				
Environmental Remediation				
Total Non-Operating Expenses	267,039.39	267,039.39		0.00%
Total Expenses	467,780.87	467,780.87		0.00%
Net Income	\$957,318.78	\$957,318.78		0.00%

Rhode Island Turnpike and Bridge Authority
Cash and Investments Summary
July 31, 2014

As Of July 31, 2014

	Cash and Cash Equiv.*	Investments	Total	Total @ 6/30/2014	Change
Operations and Maintenance Fund	\$ 803,231		\$ 803,231	\$ 223,748	\$ 579,483
O&M Reserve Fund		1,108,451	1,108,451	1,110,836	(2,385)
Renewal and Replacement Fund	1,045,597	7,216,297	8,261,894	7,859,199	402,695
Revenue Fund	200,097		200,097	43,181	156,916
Violations Account	209,257		209,257	181,155	28,102
Toll Revenue Fund		631,915	631,915	864,611	(232,696)
EZ Pass Fund	4,236,257	1,009,651	5,245,908	5,065,460	180,448
General Fund	1,607		1,607	1,607	(0)
Health Benefits Account	18,307		18,307	9,752	8,555
Insurance Reserve Fund	1,587,941		1,587,941	1,587,928	13
2003A Debt Service Principal		1,815,053	1,815,053	1,588,374	226,679
2003A Debt Service Interest		109,852	109,852	59,898	49,954
2003A Debt Service Reserve		4,483,997	4,483,997	4,483,988	9
2010A Debt Service Principal		-	-	-	-
2010A Debt Service Interest		399,979	399,979	200,997	198,982
2010A Debt Service Reserve		3,715,250	3,715,250	3,715,250	-
2013A Cost of Issuance		-	-	-	-
2013A Debt Service Principal		-	-	-	-
2013A Debt Service Interest		-	-	-	-
2013A Project Fund		4,802,381	4,802,381	6,189,410	(1,387,029)
2010A Construction Fund		-	-	-	-
Total	\$8,102,294	\$25,292,825	\$33,395,119	\$33,185,394	\$209,725

* Cash equivalents consist of short-term, liquid investments such as repurchase agreements ("repos"), money market funds, and certificates of deposit:

Repurchase agreements are essentially loans to the entity from which they are purchased. By investing in repos with Citizens Bank, R.I.T.B.A. is, in actuality, loaning funds to the bank and receiving securities in return as collateral for the loan. In this position, R.I.T.B.A. actually holds a *reverse repo*, or the opposite side of a repurchase agreement. The Bank holds the repo; that is, the agreement to repurchase the security held temporarily by the R.I.T.B.A.

The **money market** is a subsection of the fixed income market, as is the bond market. The notable difference between the bond and money markets is the short-term nature of the money market. Money market securities have maturities of less than one year and are essentially IOUs from government entities, financial institutions, and corporations. Due to their extreme liquidity, money market funds are considered to be cash for financial reporting purposes.

**Rhode Island Turnpike and Bridge Authority
Claiborne Pell Bridge Traffic and Revenue Summary**

	Month of JULY			Change	1 Month Ended JULY 31			Change																			
	2015	2014			2015	2014																					
TRAFFIC																											
Cash Vehicles	203,171	198,912	4,259	2.14%	203,171	198,912	4,259	2.14%	<table border="1"> <tr><td colspan="3">Newport Traffic</td></tr> <tr><td>RI</td><td>81.19%</td><td>727,532</td></tr> <tr><td>OOS</td><td>18.81%</td><td>168,554</td></tr> <tr><td colspan="3">Sakonnet Traffic- Image Review</td></tr> <tr><td>RI</td><td>64.06%</td><td>30,491</td></tr> <tr><td>OOS</td><td>35.94%</td><td>17,106</td></tr> </table>	Newport Traffic			RI	81.19%	727,532	OOS	18.81%	168,554	Sakonnet Traffic- Image Review			RI	64.06%	30,491	OOS	35.94%	17,106
Newport Traffic																											
RI	81.19%	727,532																									
OOS	18.81%	168,554																									
Sakonnet Traffic- Image Review																											
RI	64.06%	30,491																									
OOS	35.94%	17,106																									
ETC Vehicles-Newport	896,086	851,689	44,397	5.21%	896,086	851,689	44,397	5.21%																			
ETC Vehicles- Sakonnet (Image Review)	47,597	-	47,597		47,597	-	47,597																				
TOTAL	1,146,854	1,050,601	96,253	9.16%	1,146,854	1,050,601	96,253	9.16%																			
REVENUE																											
Cash Vehicles	\$ 844,955	\$ 818,060	\$ 26,895	3.29%	\$ 844,955	\$ 818,060	\$ 26,895	3.29%	<table border="1"> <tr><td colspan="3">Newport Revenue</td></tr> <tr><td>RI</td><td>52.21%</td><td>736,444.18</td></tr> <tr><td>OOS</td><td>47.79%</td><td>674,098.20</td></tr> <tr><td colspan="3">Sakonnet Revenue- Image Review</td></tr> <tr><td>RI</td><td>64.06%</td><td>3,049.06</td></tr> <tr><td>OOS</td><td>35.94%</td><td>1,710.64</td></tr> </table>	Newport Revenue			RI	52.21%	736,444.18	OOS	47.79%	674,098.20	Sakonnet Revenue- Image Review			RI	64.06%	3,049.06	OOS	35.94%	1,710.64
Newport Revenue																											
RI	52.21%	736,444.18																									
OOS	47.79%	674,098.20																									
Sakonnet Revenue- Image Review																											
RI	64.06%	3,049.06																									
OOS	35.94%	1,710.64																									
ETC Vehicles-Newport	1,410,542	1,361,883	48,659	3.57%	1,410,542	1,361,883	48,659	3.57%																			
ETC Vehicles- Sakonnet (Image Review)	4,760	-	4,760		4,760	-	4,760																				
TOTAL	\$ 2,260,257	\$ 2,179,943	\$ 80,314	3.68%	\$ 2,260,257	\$ 2,179,943	\$ 80,314	3.68%																			
	\$ 1.971	\$ 2.075			\$ 1.971	\$ 2.075																					

RI TURNPIKE & BRIDGE AUTHORITY
 FY2015 Traffic & Revenue Analysis

YTD Traffic Analysis

Month	Cash Traffic	NEWPORT BRIDGE		SAKONNET BRIDGE IMAGE REVIEW		TOTAL Traffic	%age breakdown to TOTAL traffic				
		RI ETC Traffic	OOS ETC Traffic	RI ETC Traffic	OOS ETC Traffic		% Cash	NEWPORT BRIDGE		SAKONNET BRIDGE	
								% RI ETC	% OOS ETC	% RI ETC	% OOS ETC
July	203,171	727,532	168,554	30,491	17,106	1,146,854	17.72%	63.44%	14.70%	2.66%	1.49%
August	-	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-	-
TOTAL	203,171	727,532	168,554	30,491	17,106	1,146,854	17.72%	63.44%	14.70%	2.66%	1.49%
COMMERCIAL	2,367	10,115		466		12,948	18.28%	78.12%		3.60%	

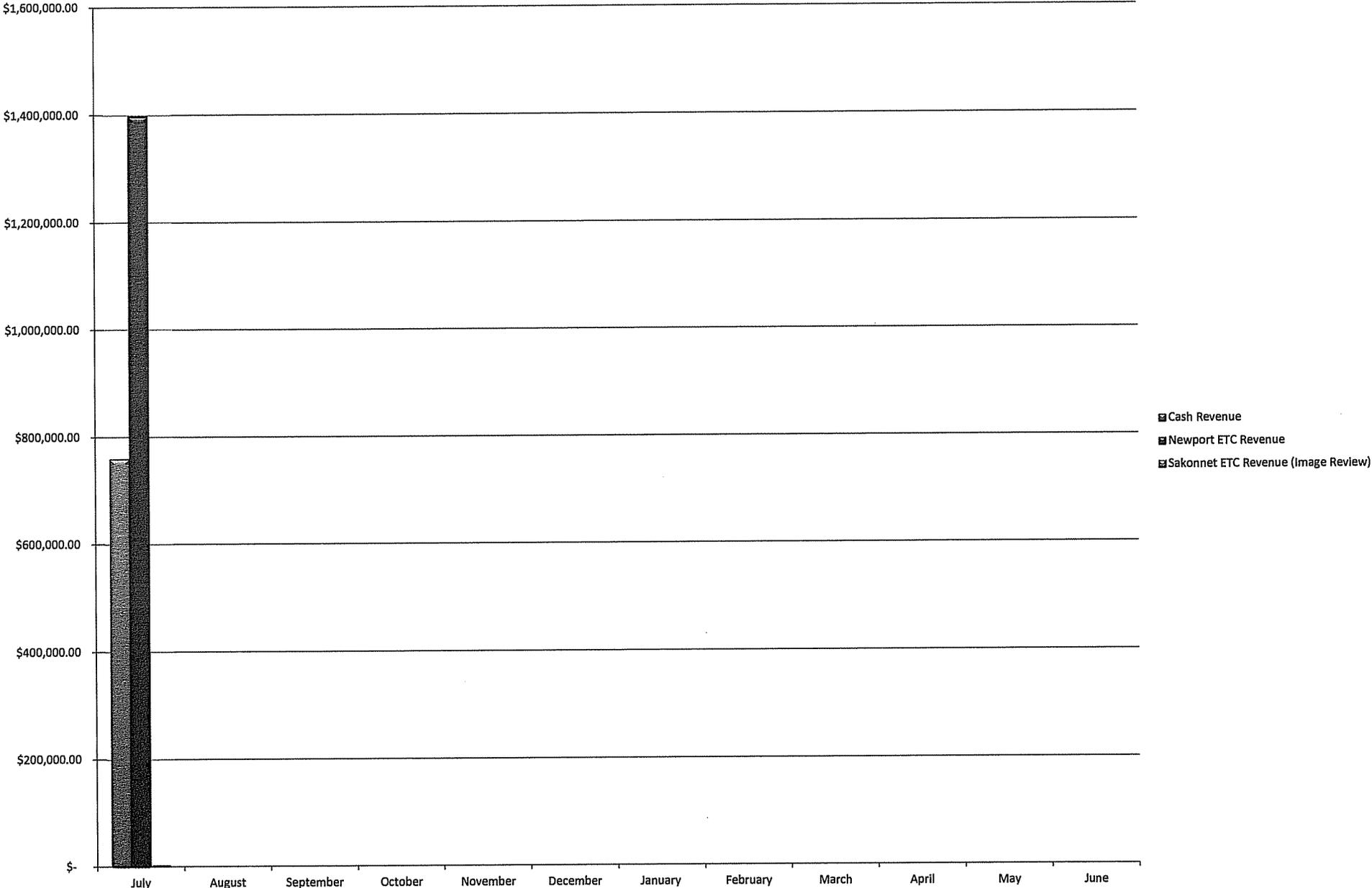
YTD Revenue Analysis

Month	Cash Revenue	NEWPORT BRIDGE		SAKONNET BRIDGE IMAGE REVIEW		TOTAL Revenue	%age breakdown to TOTAL traffic				
		RI ETC Revenue	OOS ETC Revenue	RI ETC Revenue	OOS ETC Revenue		% Cash	NEWPORT BRIDGE		SAKONNET BRIDGE	
								% RI ETC	% OOS ETC	% RI ETC	% OOS ETC
July	\$844,955	\$736,444	\$674,098	\$3,049	\$1,711	\$2,260,257	37.38%	32.58%	29.82%	0.13%	0.08%
August	-	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-	-
TOTAL Revenue	\$844,955	\$736,444	\$674,098	\$3,049	\$1,711	\$2,260,257	37.38%	32.58%	29.82%	0.00%	0.13%
COMMERCIAL	\$17,102	\$57,204		\$47		\$74,352	23.00%	76.94%		0.06%	

Rhode Island Turnpike & Bridge Authority
Revenue Summary
July 2014 thru June 2015

							Overweights	MEMO ONLY		Total with
							Paid w/ tickets & charges	UPT's	Admin Fees	Overweights
FY2015 Cash Revenue	TOTAL	2 axle	3 axle	4 axle	5 axle	Violations				
July	\$ 759,944.00	\$ 742,842.00	\$ 8,268.00	\$ 4,208.00	\$ 4,626.00	\$ 83,210.12	\$ 121.00	\$ 1,680.00		\$ 844,955.12
August	\$ -					\$ -				\$ -
September	\$ -					\$ -				\$ -
October	\$ -					\$ -				\$ -
November	\$ -					\$ -				\$ -
December	\$ -					\$ -				\$ -
January	\$ -					\$ -				\$ -
February	\$ -					\$ -				\$ -
March	\$ -					\$ -				\$ -
April	\$ -					\$ -				\$ -
May	\$ -					\$ -				\$ -
June	\$ -					\$ -				\$ -
Cash Sub-total	\$ 759,944.00	\$ 742,842.00	\$ 8,268.00	\$ 4,208.00	\$ 4,626.00	\$ 83,210.12	\$ 121.00	\$ 1,680.00	\$ -	\$ 844,955.12
FY2015 ETC Revenue- NEWPORT		NPB	NPB	NPB	NPB					
	Total	2 axle (other)	3 axle	4 axle	5 axle					
July	\$ 1,399,048.14	\$ 1,353,338.85	\$ 26,111.56	\$ 13,650.39	\$ 17,441.58					\$ 1,410,542.38
August										\$ -
September										\$ -
October										\$ -
November										\$ -
December										\$ -
January										\$ -
February										\$ -
March										\$ -
April										\$ -
May										\$ -
June										\$ -
Newport Sub-total	\$ 1,399,048.14	\$ 1,353,338.85	\$ 26,111.56	\$ 13,650.39	\$ 17,441.58	\$ -	\$ -	\$ -	\$ -	\$ 1,410,542.38
FY2015 ETC Revenue- SAKONNET		SRB	SRB	SRB	SRB					
IMAGE REVIEW	Total	2 axle (other)	3 axle	4 axle	5 axle					
July	\$ 3,035.70	\$ 4,713.10	\$ 26.50	\$ 13.10	\$ 7.00					\$ 4,759.70
August										\$ -
September										\$ -
October										\$ -
November										\$ -
December										\$ -
January										\$ -
February										\$ -
March										\$ -
April										\$ -
May										\$ -
June										\$ -
Sakonnet Sub-total	\$ 3,035.70	\$ 4,713.10	\$ 26.50	\$ 13.10	\$ 7.00	\$ -	\$ -	\$ -	\$ -	\$ 4,759.70
TOTAL ETC Rev (YTD)	\$ 1,402,083.84	\$ 1,358,051.95	\$ 26,138.06	\$ 13,663.49	\$ 17,448.58	\$ -	\$ -	\$ -	\$ -	\$ 1,415,302.08
FY2015 Revenue										
July	\$ 2,162,027.84	\$ 2,103,893.95	\$ 34,406.06	\$ 17,871.49	\$ 22,074.58	\$ 83,210.12	\$ 121.00	\$ 1,680.00	\$ -	\$ 2,260,257.20
August	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals	\$ 2,162,027.84	\$ 2,100,893.95	\$ 34,406.06	\$ 17,871.49	\$ 22,074.58	\$ 83,210.12	\$ 121.00	\$ 1,680.00	\$ -	\$ 2,260,257.20

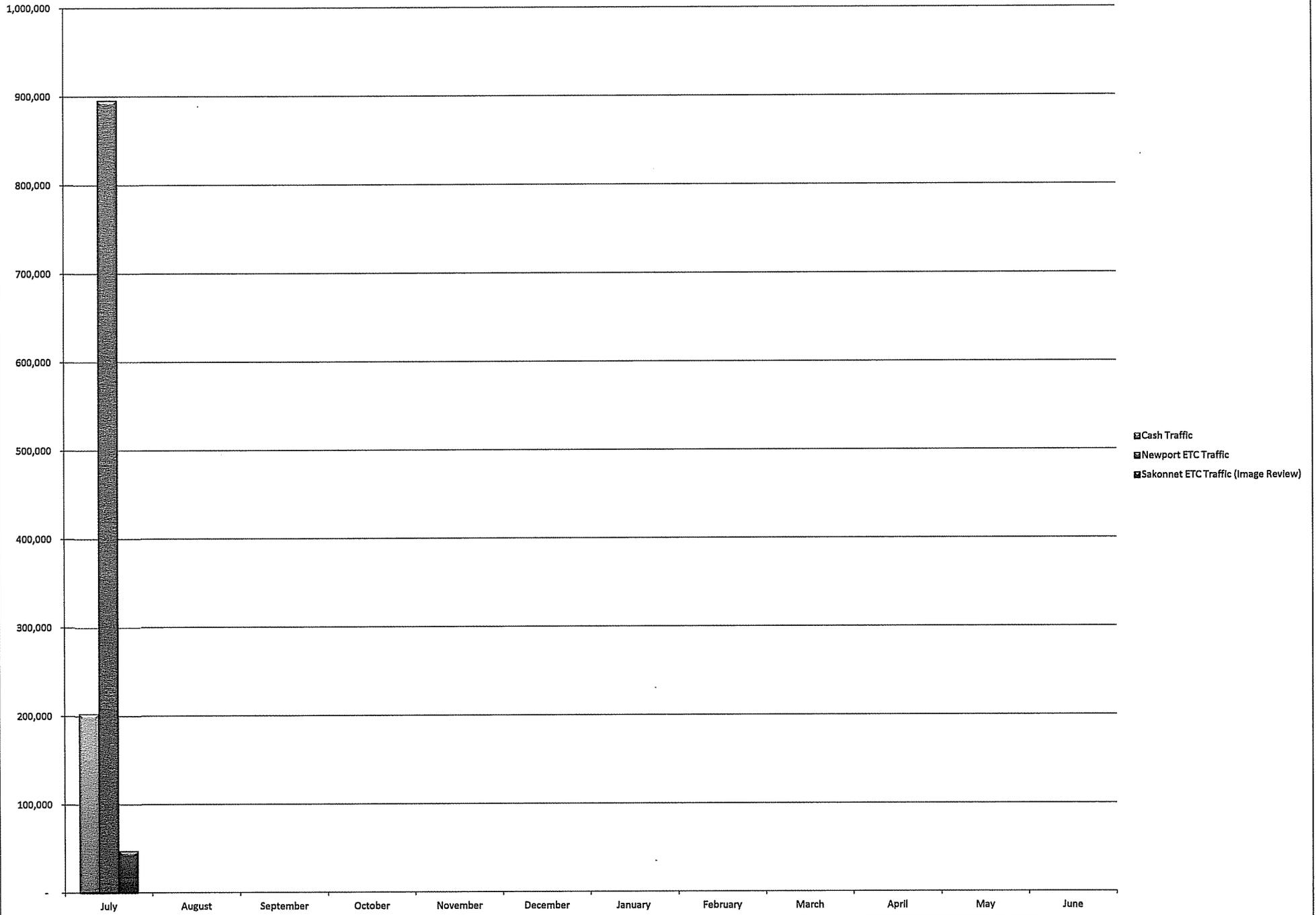
FY2015 Revenue



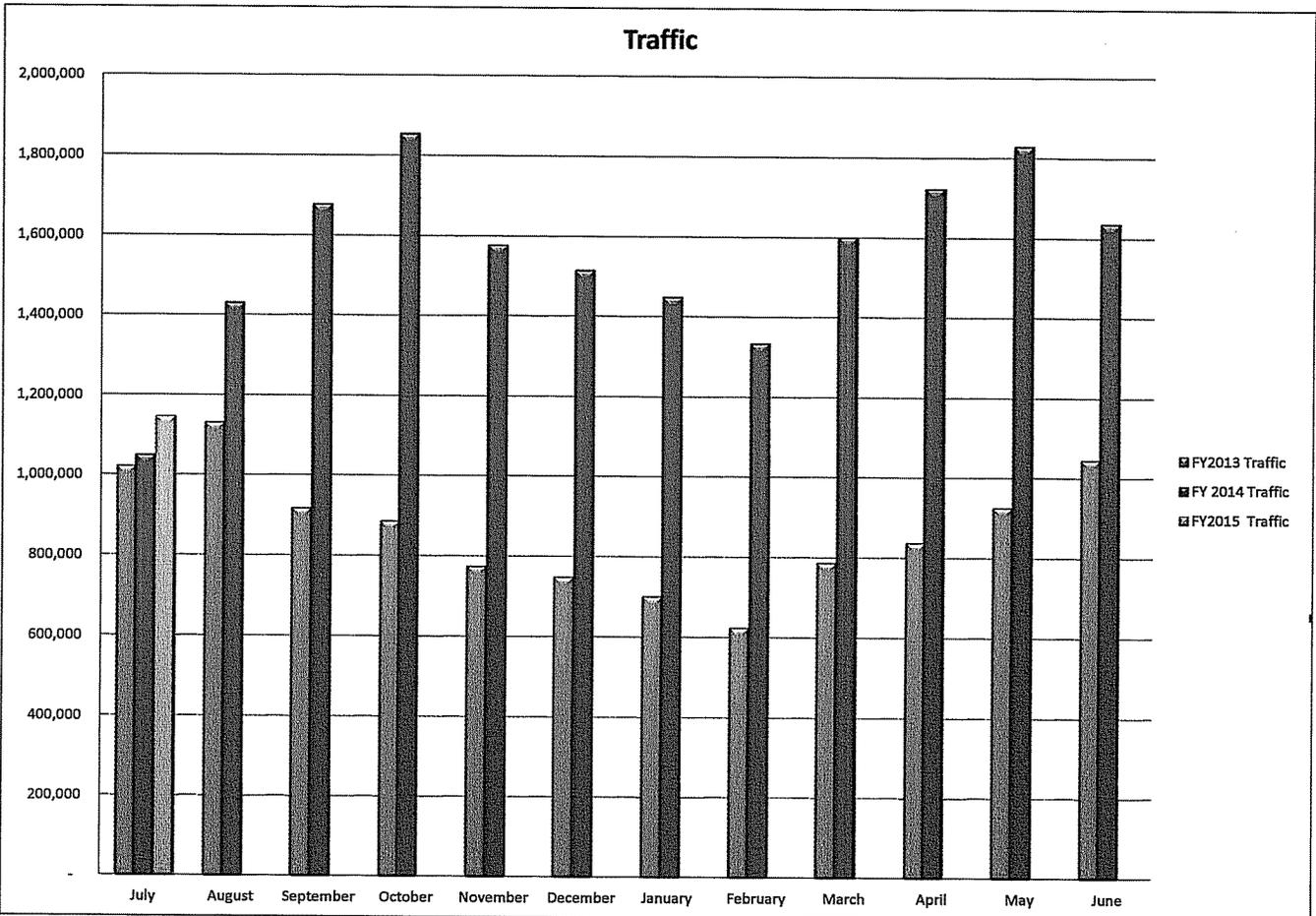
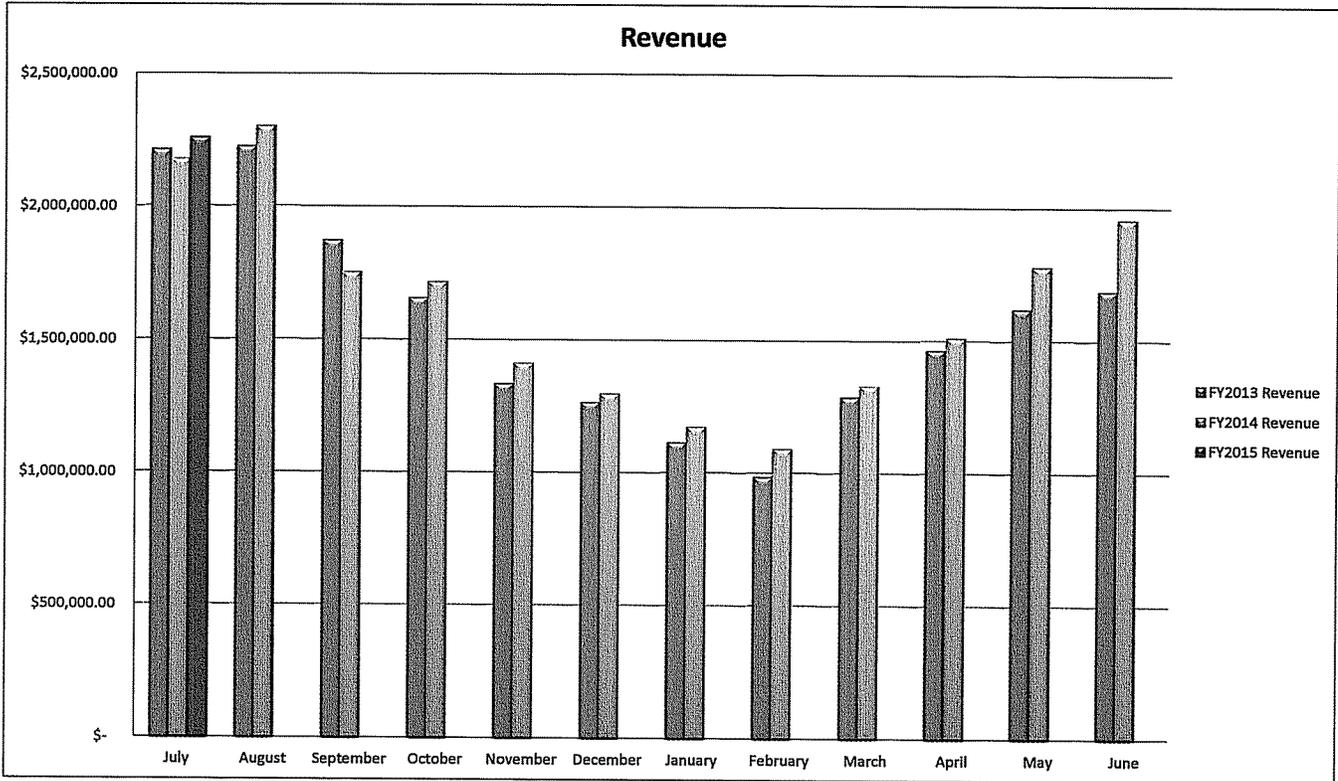
**Rhode Island Turnpike & Bridge Authority
Traffic Summary
July 2014 thru June 2015**

FY2015 Cash Traffic		Cash	Cash	Cash	Cash	(by plaza)	Overweights		Total with	
	Total	2 axle	3 axle	4 axle	5 axle	Violations	Unrecoverable	Paid w/ tickets & charges	Unpaid Tolls	Overweights, UPT & Tickets
July	203,171	185,711	1,378	526	463	14,921	-	4	168	203,171
August	-									-
September	-									-
October	-									-
November	-									-
December	-									-
January	-									-
February	-									-
March	-									-
April	-									-
May	-									-
June	-									-
Cash Sub-total	203,171	185,711	1,378	526	463	14,921	-	4	168	203,171
FY2015 ETC Traffic- NEWPORT		NPB	NPB	NPB	NPB		Unrecoverable			
	Total	2 axle (other)	3 axle	4 axle	5 axle		(by plaza)			
July	891,657	883,052	5,043	2,215	2,857		2,919			896,086
August										-
September										-
October										-
November										-
December										-
January										-
February										-
March										-
April										-
May										-
June										-
NPB Sub-total	891,657	883,052	5,043	2,215	2,857	-	2,919	-	-	896,086
FY2015 ETC Traffic- SAKONNET		SRB	SRB	SRB	SRB		Unrecoverable			
	Total	2 axle (other)	3 axle	4 axle	5 axle		(by plaza)			
July	30,357	47,131	265	131	70		-			47,597
August										-
September										-
October										-
November										-
December										-
January										-
February										-
March										-
April										-
May										-
June										-
SRB Sub-total	30,357	47,131	265	131	70	-	-	-	-	47,597
TOTAL ETC TRAFFIC (year to date)	922,014	930,183	5,308	2,346	2,927	-	-	-	-	943,683
FY2015 Traffic		ALL	ALL	ALL	ALL	Violations	Unrecoverable	Overweights		Total w/ OW & UPT & tickets
	Total	2 axle (other)	3 axle	4 axle	5 axle		(by plaza)			
July	1,125,185	1,115,894	6,686	2,872	3,390	14,921	2,919	4	168	1,146,854
August	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-
Grand Totals	1,125,185	1,115,894	6,686	2,872	3,390	14,921	2,919	4	168	1,146,854

FY2015 Traffic



**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
REVENUE AND TRAFFIC COMPARISON FY2013 TO FY2015**



Rhode Island Turnpike and Bridge Authority

MONTHLY TRAFFIC and REVENUE

FY2015

REVENUE- NEWPORT			REVENUE - NBP							
	Away at		2 Axle	3 Axle	4 Axle	5 Axle	Misc.	Total	Variance	
	RITBA	RITBA	Total							
July	716,820.65	682,227.49	1,399,048.14	1,353,338.85	26,111.56	13,650.39	17,441.58		1,410,542.38	11,494.24
August	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-
Year to Date	\$ 716,820.65	\$ 682,227.49	\$ 1,399,048.14	\$ 1,353,338.85	\$ 26,111.56	\$ 13,650.39	\$ 17,441.58	\$ -	\$ 1,410,542.38	\$ 11,494.24
REVENUE- SAKONNET			REVENUE - SRB							
	Away at		2 Axle	3 Axle	4Axle	5 Axle	Misc.	Total	Variance	
	RITBA	RITBA	Total							
July	3,035.70	-	3,035.70	4,713.10	26.50	13.10	7.00		4,759.70	1,724.00
August	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-
Year to Date	\$ 3,035.70	\$ -	\$ 3,035.70	\$ 4,713.10	\$ 26.50	\$ 13.10	\$ 7.00	\$ -	\$ 4,759.70	\$ 1,724.00
GRAND TOTAL (NPB & SRB)			GRAND TOTAL (NPB & SRB)							
	Away at		2 Axle	3 Axle	4 Axle	5 Axle	Misc.	Total	Variance	
	RITBA	RITBA	Total							
July	719,856.35	682,227.49	1,402,083.84	1,358,051.95	26,138.06	13,663.49	17,448.58		1,415,302.08	13,218.24
August			-						-	-
September			-						-	-
October			-						-	-
November			-						-	-
December			-						-	-
January			-						-	-
February			-						-	-
March			-						-	-
April			-						-	-
May			-						-	-
June			-						-	-
GRAND TOTAL	\$ 719,856.35	\$ 682,227.49	\$ 1,402,083.84	\$ 1,358,051.95	\$ 26,138.06	\$ 13,663.49	\$ 17,448.58	\$ -	\$ 1,415,302.08	\$ 13,218.24

Rhode Island Turnpike and Bridge Authority
MONTHLY TRAFFIC and REVENUE
FY2015

TRAFFIC- NEWPORT				TRAFFIC- NPB						
	RITBA	Away at RITBA	Total	2 Axle	3 Axle	4 Axle	5 Axle	Unrecoverable	Total	Variance
July	717,993	173,664	891,657	883,052	5,043	2,215	2,857	2,919	896,086	4,429
August			-						-	-
September			-						-	-
October			-						-	-
November			-						-	-
December			-						-	-
January			-						-	-
February			-						-	-
March			-						-	-
April			-						-	-
May			-						-	-
June			-						-	-
Year to Date	717,993	173,664	891,657	883,052	5,043	2,215	2,857	2,919	896,086	4,429
TRAFFIC- SAKONNET				TRAFFIC- NPB						
	RITBA	Away at RITBA	Total	2 Axle	3 Axle	4 Axle	5 Axle	Unrecoverable	Total	Variance
July	30,357	-	30,357	47,131	265	131	70	-	47,597	17,240
August	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-
Year to Date	30,357	-	30,357	47,131	265	131	70	-	47,597	17,240
GRAND TOTAL (NPB & SRB)				GRAND TOTAL						
	RITBA	Away at RITBA	Total	2 Axle	3 Axle	4 Axle	5 Axle	Unrecoverable	Total	Variance
July	748,350	173,664	922,014	930,183	5,308	2,346	2,927	2,919	943,683	21,669
August	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-
GRAND TOTAL	748,350	173,664	922,014	930,183	5,308	2,346	2,927	2,919	943,683	21,669

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
REVENUE BY SOURCE

FY2015 - ETC Revenue

