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Witness: Mark P. Baldwin, Clifford G. Williams, Leanne M. Landry and John G. Griffin
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24F-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-6, and Confidential Exhibit ACCT-2 CLP-6A-8, pp. 194-229. The Company reported an incremental charge of $271,950 for the McPhee Electric LTD vendor. Respond to the following:

a. Referring to p. 205, explain why each of the crews were permitted to bill for four hours of demobilization travel time without any documentation to support applicable travel. As part of the response, identify the beginning and ending locations, distance between the two locations, original estimated travel time, modified estimated travel time applying 1.3 factor, and the difference. Additionally, identify the incremental cost associated with the derived difference.
b. Referring to p. 205, explain why the vendor billed equipment during standby on April 5, 2024. As part of the response, identify the cost of equipment billed during the standby hours.
c. Referring to pp. 195, identify if the vendor had access to Company provided meals for any period during their assignment. If the vendor had access, explain why they were paid for meals for the entire duration of their support.

Response:

a. The crews traveled from their hotel in Marlborough, Connecticut, to the Tolland Area Work Center (AWC) and, following release, from the Tolland AWC to their home location in Farmington, Connecticut. Applying the 1.3 travel factor, the respective travel times were approximately 51 minutes and 65 minutes, for a combined point-to-point travel time of approximately two hours.

   However, the four-hour period properly encompassed the crews overall return and demobilization process and was not limited solely to driving time. In addition to travel, the period included hotel checkout, return and disposal of materials, safety debriefing, confirmation with supervision that no additional work remained outstanding, securing equipment and materials for return, a meal, and other required closeout activities before the crews were fully released. Because these activities occurred as part of the crews' return and

demobilization process, the full period was recorded under the travel classification on the timesheet.

Based on the actual travel and associated demobilization activities performed, the Company determined that the four hours billed reasonably reflected the time incurred and no incremental labor overcharge was identified. Additionally, the contractor did not bill the Company for equipment on the date of demobilization. Therefore, the Company incurred no additional equipment charges associated with standby, travel, or demobilization on that date.

The timesheet could have included additional detail identifying the locations and demobilization activities supporting the four-hour entry. Although the Company validated the activities through Eversource personnel at the AWC and local supervision, including additional detail on the original timesheet documentation would have been preferred.

b. The contractor began their shift on working rates and were awaiting ticket assignment. This was the last day of the event and, ultimately, it was determined that there were no additional tickets for this crew. They were then released and traveled back to home location. Once the crew is put to work, they are permitted to bill a working rate and continue that working rate until demobilized. Therefore, standby rates are not applicable in this case.

c. The vendor stayed at a hotel that was not provided by the Company. Therefore, Company provided meals were not available at their hotel. Many times, it is more efficient for the crew to have a meal at or near their starting and ending location before they start/end work so their work time is not interrupted.