

TOWN OF BROOKLINE  
333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 09-Apr-19

TO: William Rawn Associates, Architects, Inc  
10 Post Office Square, Suite 1010  
Boston MA 02109

Purchase Order Number

21803108

Vendor Number

53540

PAYMENT AMOUNT

~~\$33,960.00~~

36,960

BUDGET 14,838,648.00  
BALANCE 8,250,801.22

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		524003

FOR: Brookline High School Expansion

Amendment	Date	
6	4/9/2019	Additional/Design Services: MBTA Easement Documentation; Utility Coordination

AMOUNT

~~\$33,960.00~~

36,960

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

BOARD OF SELECTMEN

APPROVAL OF:

Neil Wishinsky, Chairman

Benjamin J. Franco

Bernard W. Greene

Nancy S. Heller

Heather Hamilton

SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Dunn, Assistant Superintendent For Administration and Finance

**HILL**  
**Hill International**

Hill International, Inc.  
75 Second Avenue, Suite 300  
Needham, MA 02494  
Tel: 617-778-0900  
Fax: 617-778-0999  
www.hillintl.com

April 9, 2019

Mr. Ray Masak, P.E.  
Project Manager  
Town of Brookline Building Department  
333 Washington Street  
Brookline, MA 02445

Re: William Rawn Associates Amendment 6 REVISED:

Dear Ray:

Attached please find a proposal and amendment for additional services from William Rawn Associates (WRA) for various additional services. This amendment is revised based on clarifications from the Town of Brookline. It is determined that the arborist services previously included are not required. It is determined that the construction controls for the project will be the responsibility of the Construction Manager. The remaining services are as follows: Scope 2A is to draft and finalize easement documentation for the MBTA. Scope 3 is to furnish the services of One Source, a company that specializes in managing the design, planning and installation of utilities, both temporary and permanent for this project.

*William Rawn Amendment*  
*36,960*  
This Amendment 6 is for ~~\$33,960.00~~ will be paid through the AE Amendments line item in the budget. The Purchase Order Number is 21803108 and Vendor Number is 53540 for WRA.

The attached letter from WRA dated April 4, 2019 and supporting proposals from the consultants indicated provide additional detail for this work. Don't hesitate to call with any questions.

Very truly yours,



Paul G. Kalous AIA  
Program Director

cc. S. Lasky WRA  
E. Tellander WRA  
A. Jonic WRA  
T. Guigli, ToB

Ray Masak  
Project Manager  
Town of Brookline Building Department  
Brookline Town Hall  
333 Washington Street  
Brookline, MA 02445

April 4, 2019

Project Name: Brookline High School Expansion Project  
**Re: Contract Amendment #6**

*Additional Service Proposal for:*

1. *Tree removal hearing existing conditions report and Landscape Architect oversight*
2. *Site Surveyor to provide documents for the Town of Brookline's Easement Agreement with the MBTA and coordinate controls for Skanska's site layout*
3. *Power line relocation expeditor*

Dear Ray,

At the request of the Town of Brookline we submit this additional service proposal for the following two scopes of work.

**Scope #1 Tree Removal Hearing Attendance and Support Documentation**

**\$12,000**

Arborist scope of services (see attached proposal)

Landscape Architect Scope of Services:

- Tree removal hearing prep
- Coordination w/ Arborist
- Site meeting with Arborist
- Tree removal hearing attendance

**Scope #2A ToB / MBTA Easement Documents**

**\$7,600**

Draft Easement Survey

Final Easement Survey

See attached proposal for additional scope information.

**Scope #2B Construction Layout**

**\$9,000**

Provide a construction control layout plan for use by the Construction Manager. Please see the attached proposal from Feldman for additional detail and note that typically the Owner provides the building control plan for the Construction Manager or General Contractor.

**Scope #3 Power line relocation expeditor**

**\$26,000 (NTE)**

At the Town's request we have engaged an expeditor to assist with the various power line relocation projects associated with the Cypress Building and the STEM Wing. Please see the attached proposal and power line relocation diagrams for additional information.

<del>1. Lemonbrooke:</del>	<del>\$12,000</del>	
2a. Feldman:	\$7,600	
<del>2b. Feldman:</del>	<del>\$9,000</del>	
3. Source One:	\$26,000 NTE Agreement	
<del>WRA Admin</del>	<del>(10%): \$5,460</del>	WRA: \$3,360

~~Total Additional Service Fee: \$60,060~~ Total Fee: \$36,960

Please let us know if you have any questions or comments.

Regards,



Andy Jonic, AIA  
Senior Associate

William Rawn Associates, Architects Inc.

Attachments: McPhail proposal dated March 25, 2019, Bartlett Tree Experts dated February 26, 2019, Source One Proposal dated March 14, 2019



# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 6\_\_\_\_\_

**WHEREAS**, the Town of Brookline\_\_\_\_\_ ("Owner") and William Rawn Associates, Architects Inc.\_\_\_\_\_, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the \_Brookline High School Expansion\_\_\_\_\_ Project (Purchase Order # 21803108) at the Brookline High \_\_\_\_\_ School on \_July 6, 2018\_\_\_\_\_.  
"Contract"; and

**WHEREAS**, effective as of \_\_\_\_ March 7, 2019\_\_\_\_, the Parties wish to amend the Contract:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract*	After this Amendment:
		Amendment fee: <del>\$60,060</del> \$36,960
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
<b>Total Fee</b>	<b><u>\$13,338,648.00</u></b>	<b><u><del>\$13,398,708.00</del></u></b> \$13,375,608

This Amendment is a result of: Providing additional support documentation and services for the Tree Removal Hearing, Cypress Building Easement Documentation from a licensed surveyor, a Construction Control Plan for the Construction Manager, and a power line relocation expeditor.

3. The Construction Budget shall be as follows:

Original Budget: \$n/a \_\_\_\_\_

Amended Budget \$n/a \_\_\_\_\_

4. The Project Schedule shall be as follows:

Original Schedule: \$n/a \_\_\_\_\_

Amended Schedule \$n/a \_\_\_\_\_

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By \_\_\_\_\_  
(signature )

Date \_\_\_\_\_

DESIGNER

Andrew Jonic  
(print name)

Senior Associate  
(print title)

By



(signature) \_\_\_\_\_  
Date 4.4.19 \_\_\_\_\_

March 25, 2019

VIA Email

Andrew Jonic  
William Rawn Associates, Architects Inc.  
10 Post Office Square, Suite 1010  
Boston, MA 02109

**Re: Survey Services "Brookline High School" Tappan Street and Cypress Street Brookline, MA**

Dear Andy,

Pursuant to your request, we are pleased to submit our proposal for your project mentioned above.

In order to achieve your project's goals we propose to perform the following tasks;

**Task 1- Easement Plan.**

- Prepare a plan showing the metes and bounds of the easements to be granted for the proposed Brookline High School Building on Town of Brookline and Massachusetts Bay Transportation Authority properties.
- Compile our survey at a suitable scale and to registry standards. We will supply a plan suitable for recording at the Norfolk County Registry of Deeds.
- Perform our survey work in compliance with the Code of Massachusetts Regulations 250 CMR 6.0 Land Surveying Procedures and Standards.

The fee for this task will be \$7,600.00.

**Task 2 – Construction Layout.**

- Recovery and confirmation of the existing traverse and bench marks.
- Review design drawings prior to the start of the layout work. Any inconsistencies will be brought to your attention and will need to be resolved prior to commencing the layout work.
- Prepare a worksheet for use by the field crew to layout the control grid. We propose establishing a primary control box around the proposed structure.



- Provide a plan showing points set and their relationship to the column line grid.

The fee for this task will be \$9,000.00. All additional work requested will be billed on a per diem basis, based on our attached per diem rates.

Work will be scheduled immediately upon written authorization to proceed. We will invoice monthly, based on the time and materials charged to the project within that time frame consistent with our current per diem rates. We will anticipate payment of the invoice upon receipt.

For your protection we maintain General Liability, Automobile Liability, Workers Compensation and Professional Liability (errors and omissions) Insurance. We will be happy to provide you with a Certificate of Insurance upon your request.

We look forward to working with you towards the successful completion of your project.

Very truly yours,  
**FELDMAN LAND SURVEYORS**

Sean McDonagh  
Vice President

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_





# **Brookline High School Expansion Project: UTILITY COORIDNATION FOR ELECTRIC SERVICES**

**PREPARED FOR:**  
**Town of Brookline Building Department**

**PREPARED BY:**  
**SourceOne, Inc.**  
*53 State Street, 12<sup>th</sup> Floor*  
*Boston, MA 02109*  
*Phone: 617.399.6100*  
*[www.sourceone-energy.com](http://www.sourceone-energy.com)*

March 14, 2019

Ray Masak  
Project Manager  
Town of Brookline Building Department  
Brookline Town Hall  
333 Washington Street  
Brookline, MA 02445

**RE: Brookline High School Expansion Project - Electric Utility Coordination Services Associated with Eversource**

Dear Mr. Masak,

SourceOne is pleased to submit this proposal to coordinate efforts with Eversource on the multiple scopes of work identified by Hill International that require the design and implementation of temporary and permanent electrical utility services for Brookline High School Expansion Project.

SourceOne has the experience and depth of knowledge to lead the efforts and be the single point of contact with Eversource while communicating the status of and required next steps to the project team. We understand that the Eversource services (temporary and permanent) are part of the critical path of this project and that their timely implementation is key to the project staying on schedule. SourceOne has worked on many other similar projects and has the expertise to guide the project to the most timely and cost effective solution.

SourceOne will provide these services on a time and materials basis not to exceed \$6,500/month.

Thank you for your consideration and for the opportunity to submit this proposal. If you have any questions, please contact me at 617-230-6658. We look forward to building a mutually beneficial relationship.

Sincerely,

Tom Lovett  
Business Development Manager  
tlovett@s1inc.com  
53 State Street, 14th Floor | Boston, MA  
O: 617.399.6168 | F: 617.399.6186 | C: 617.230.6658

cc:

Donna Camiolo, VP, Hill International, Inc.  
Andy Felix, Project Director, Hill International, Inc.

## Scope of Work

SourceOne will provide support to facilitate Eversource's design, relocation, and installation of temporary and permanent electric utility services for the proposed Brookline High School Redevelopment. SourceOne will work with Eversource to determine the most cost effective and timely method of providing adequate services to the site. Though this proposal does NOT include any coordination with the MBTA relative to their DC traction power, SourceOne does possess the technical and in depth knowledge of the MBTA Traction Power system to facilitate the process. SourceOne can provide a separate proposal for coordination with the MBTA at the request of Hill Intl or the Town of Brookline.

## Utility Coordination

### • *Utility Work Process Management*

- ✓ ○ Provide a single point of contact with Eversource to initiate, monitor, and facilitate all work orders for service with electric utilities.
- ✓ ○ Review state and municipal utility requirements including: grant of locations, easements, road moratorium dates, and other right-of-way issues.
- ✓ ○ Conduct examination/validation of utility work order details inclusive of construction plan and associated costs (e.g. direct customer construction contribution and/or others) as developed and communicated to date.
- ✓ ○ Work with utility to develop schedule for utility portion of work.

### • *Project Management Support*

For this level of service, to be further clarified during kick-off meeting. At a minimum, ToB is expecting SourceOne involvement at least through the point of communicating back to our team the utility company's scheduled install dates associated with each W.O.

- Coordinate with utility engineer(s), right department, construction personnel, and/or contractor any/all design requirements for temporary and permanent electric utility service.
- Report on all critical items to establish new or upgraded utility facilities, including the review of the existing utility infrastructure, recommendations for the relocation of any desired utilities, and schematic representations of the infrastructure upgrade and/or relocation plans.
- Monitor the upgrade and/or relocation of existing utilities and report progress to client in regard to milestones and schedule.
- Monitor the notification and permit process as required by any/all local municipalities and/or private entities for the construction and installation of utility-owned and operated facilities required to serve site.
- Identify construction issues that jeopardize schedule, and resolve these issues to ensure timely activation of utility services to site.
- Act as liaison between electric utility and client to provide regular updates with regards to critical path items.



- **On-Site Construction Support**

Hold. If necessary, will be approved in a future separate Amendment.

- Monitor installation of utility infrastructure, inclusive of required street work, and piping necessary to complete the permanent utility service at the site.
- Coordinate and attend meetings, as necessary, with electric utility to monitor and report on construction progress (frequency of participation may vary based on project scope).
- Act as client's representative at all meetings with local or state officials, councils, boards, or commissions, as required.
- Coordinate with electric utility all necessary inspections of energy delivery infrastructure installed by client on private property.

- **Project Close-out**

Hold. If necessary, will be approved in a future separate Amendment.

- Review final electric rate and tariff to ensure site is under appropriate rate(s).
- Facilitate final agreement with all applicable electric utility companies.

## Pricing

Recommend initial agreement for 4-month estimated duration for above partial tasks. NTE on T&M basis = \$26,000

SourceOne will execute the tasks outlined in this proposal on a Time and Materials Basis Not to Exceed \$6,500/month in accordance with the hourly fee schedule list below.

### Notes:

Invoices will be issued monthly. Services may be terminated with written notice and time and expenses will be invoiced through that date.

If SourceOne feels that it will exceed the \$6,500/month NTE then it will notify Hill Intl. and the Town of Brookline in advance and receive authorization to proceed.

Work outside of the scope requested by the client will be executed per SourceOne's attached hourly rates or per a separate written agreement.



## Hourly Rates

Charges for services provided by SourceOne consist of: (1) hourly billing rates for professional staff members and consultants actively working on the project; and (2) expense reimbursement. Reimbursable expenses are primarily to cover travel and living expenses for personnel required to be away from the office in connection with the work performed. The hourly billing rates for SourceOne personnel, by labor category, are given below:

Resource Title	Hourly Rate
Director	\$250
Manager	\$215
Senior Project Engineer / Project Manager / Energy Analyst / Programmer	\$185
Project Engineer / Project Manager / Energy Analyst / Programmer	\$155

## Acceptance

A Contract between SourceOne, Inc. (DE) and Town of Brookline shall be effective as of the date the proposal is executed and delivered, issuance of a purchase order or other notice to proceed with reference to the Proposal, or permit for SourceOne to commence performance of any services in accordance with the Proposal, whichever first occurs.

### Town Of Brookline

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Signature

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Name

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Title

### SourceOne, Inc. (DE)

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Signature

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Jack Griffin

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Name

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Vice President General Manager Boston

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Title

## Terms and Conditions

The following Terms and Conditions ("Terms and Conditions") are an integral part of the accompanying proposal ("Proposal") to perform the services described therein ("Services") as submitted by SourceOne to the customer named in the Proposal ("Customer"). A contract between SourceOne and Customer for the performance of the Services ("Agreement") shall be effective as of the earliest date that Customer executes and delivers the Proposal, issues a purchase order or other notice to proceed to SourceOne with reference to the Proposal, or permits SourceOne to commence performance of any Services in accordance with the Proposal; provided, however, that these Terms and Conditions shall apply to the performance of Services by SourceOne notwithstanding any preprinted terms or conditions contained in Customer's purchase order. In the event of any conflict between these Terms and Conditions and any other portion of the Agreement, these Terms and Conditions shall control.

**Payment.** Payment for Services shall be for the amount set forth on the invoice as provided by SourceOne, and due no later than thirty (30) days from receipt of invoice unless otherwise specified. Customer shall reimburse SourceOne for all expenses incurred in connection with the provision of the Services pursuant to this Agreement if mutually agreed to in writing. SourceOne shall itemize and submit such expenses to Customer from time to time, and Customer shall reimburse SourceOne within seven (7) days of such submission. In the event Customer fails to timely or completely pay any amount under this Agreement: (i) such failure shall be a material breach; (ii) interest at the rate of one percent (1.0%) per month shall accrue on all past due amounts until such amounts, including accrued interest, are paid in full; (iii) SourceOne shall have the right to immediately cease providing Customer with the Services; and, (iv) SourceOne shall have the right to pursue all other legal and equitable remedies available to it. All fees set forth in this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties. Customer shall pay or promptly reimburse SourceOne for all taxes and duties assessed by any authority in connection with this Agreement.

**LIMITED WARRANTY AND DISCLAIMER.** Notwithstanding any other provision of the Agreement, until the first anniversary of the Completion Date (as hereinafter defined), SourceOne warrants that the Services shall have been performed in a professional manner consistent with the level of care and skill ordinarily exercised by other providers of such services performing under similar circumstances. Customer's sole remedy for any breach of such warranty shall be a refund of the portion of the fees paid to SourceOne for the deficient Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, SOURCEONE HAS NOT AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party ("Indemnified Party") against and from any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees and court costs) and damages arising out of any and all third party claims to the extent caused by the Indemnifying Party's negligent or willful acts or omissions or any material breach by the Indemnifying Party of this Agreement. In connection with any claim or action described in this paragraph, the Indemnified Party (i) will give the Indemnifying Party prompt written notice of the claim, (ii) will cooperate with the Indemnifying Party (at the Indemnifying Party's expense) in connection with the defense and settlement of the claim, (iii) will permit the Indemnifying Party to control the defense and settlement of the claim, provided that the Indemnifying Party may not settle the claim without the Indemnified Party's prior written consent (which will not be unreasonably withheld) unless the claim involves only the payment of money damages, and (iv) the Indemnified Party (at its cost) may participate in the defense and settlement of the claim.

**Insurance.** Until the first anniversary of the Completion Date (as hereinafter defined), SourceOne shall maintain insurance against liabilities caused by the Services as follows: Statutory limits required by applicable Workers' Compensation law; Commercial General Liability – \$1,000,000 combined single limits per occurrence of bodily injury and property damage and \$2,000,000 annual aggregate; Comprehensive Auto Liability – \$1,000,000 per accident for Bodily Injury and Property Damage Liability (Combined Single Limit); and Professional Liability (Errors & Omissions) – \$1,000,000 each claim and per project aggregate. SourceOne shall cause Customer to be named as additional insured under the Commercial General Liability and Comprehensive Auto Liability policies required by this paragraph in respect of liability caused by the Services.

**LIMITATION OF LIABILITY.** IN NO EVENT SHALL SOURCEONE BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM FIRST ASSERTED AFTER THE FIRST ANNIVERSARY OF THE COMPLETION DATE (AS HEREINAFTER DEFINED). IN ANY EVENT, THE AGGREGATE LIABILITY OF SOURCEONE FOR ANY LOSS OR DAMAGES OF ANY TYPE DIRECTLY OR INDIRECTLY SUFFERED BY CUSTOMER ARISING FROM THE SERVICES PERFORMED BY SOURCEONE OR ANY FAILURE, ACT, OMISSION OR BREACH OF THE AGREEMENT BY SOURCEONE SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO SOURCEONE PURSUANT TO THE AGREEMENT.

**Site Conditions.** Customer shall provide a safe working environment for SourceOne personnel performing Services at the site(s) referenced in the Proposal, including providing reasonable notice of and training with respect to site-specific environmental, health and safety policies and procedures. Customer shall fully disclose to SourceOne information pertaining to any existing conditions at such site(s) or that may affect SourceOne's ability to perform the Services and shall be responsible for any additional costs attendant to such conditions.

**Use of Drawings, Specifications and Reports.** Drawings, specifications and reports prepared by SourceOne are instruments of professional services to be used only in connection with the Services and are not suitable for any other purpose. Customer shall indemnify, defend and hold harmless SourceOne against and from any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees and court costs) and damages arising out of any reuse of drawings, specifications or reports without SourceOne's prior written authorization.

**Publicity.** Customer acknowledges and agrees that SourceOne shall have the right to use Customer's corporate name and logo in SourceOne's client roster, marketing materials and press releases unless otherwise directed by Customer not to do so.



Independent Contractor. Customer acknowledges that SourceOne is acting solely as an independent contractor and shall not have any authority to bind Customer as agent or in any other capacity.

Force Majeure. SourceOne shall be excused from delays in performing or from any failure to perform hereunder to the extent that such delay or failure results from any one or more of the following: acts of God; abnormal weather conditions or natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; war, whether or not declared; sabotage; terrorist acts; riots; civil disturbances; explosions; acts or omissions of governmental authorities; unavailability of or curtailment of fuel supplies; any interruption of electric or other utility service, or any change, interference, disruption or other defect in the supply or character of the electric energy or other utility service utilized by Customer; equipment failure arising from a manufacturing or design defect or the failure of the manufacturer or others to timely implement necessary repairs or replacements; or any other cause or event not reasonably within the control of SourceOne.

Termination. Either party may terminate the Agreement prior to completion of the Services ("Completion Date") in the event of a material breach of its terms by the other party, if such party fails to cure such breach within seven days after notice from the other party of such breach.

Assignment. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, except to a third party pursuant to a merger, sale of all or substantially all assets, or other corporate reorganization.

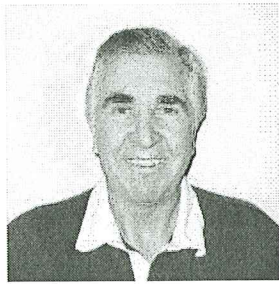
Non-Solicitation. During the term of this engagement and for a period of one (1) year thereafter, each party agrees that it shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall pay to the aggrieved party an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his/her new position, in addition to all other costs and expenses (including reasonable attorneys' fees and court costs) arising out of the breach of this provision. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

Notice. All notices and other communications given or made pursuant to the Agreement shall be deemed to have been duly given or made (a) upon delivery, if sent by hand or by prepaid overnight courier service, with a record of receipt, or (b) the second business day after the date of mailing, if delivered by registered or certified mail, postage prepaid, in each case to the parties at the respective addresses set forth for them in the Proposal. Either party may change the address to which notice to it shall be addressed by giving notice thereof to the other party in conformity with the foregoing.

Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Delaware, without giving effect to any conflict or choice of law provision that would result in the imposition of the laws of another jurisdiction.

Disputes. In the event of a dispute between the parties arising out of this Agreement, the parties agree to attempt in good faith to resolve such dispute through discussions between their respective senior executives for a period not exceeding fifteen days and thereafter to submit to non-binding mediation. If such dispute cannot then be resolved through mediation, either party may file a lawsuit. The parties consent to the exclusive jurisdiction of the federal and state courts of the State of Delaware in any action related to or arising out of the Agreement. Each of the parties hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in any jurisdiction specified in this paragraph, it being the intention of the parties to preclude the possibility of litigation between them with respect to this Agreement in any jurisdiction other than as specified in this paragraph. Each of the parties hereby agrees to waive all its rights to a jury trial of any claim or cause of action related to or arising out of this Agreement. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and other costs incurred in such action, in addition to any other relief to which such party may be entitled.

Miscellaneous. If any provision of this Agreement should be held invalid or unenforceable, the remainder of the Agreement shall be enforced to the fullest extent permitted by law. The Terms and Conditions shall survive the termination of the Agreement in accordance with their terms. This Agreement represents the entire agreement between SourceOne and Customer with respect to the subject matter hereof, and supersedes any and all prior negotiations, proposals, purchase orders, representations or agreements between them, whether written or oral. Paragraph headings in the Agreement are for convenience of reference only and shall not be utilized in interpreting the Agreement. This Agreement may be executed by the parties hereto in counterparts (including by facsimile transmission), each of which shall be deemed an original but all of which together shall be deemed one and the same.



## **Joseph Hurrie**

### **Senior Project Engineer**

#### **Summary of Experience**

With over thirty-eight years of experience in consulting, operations and construction of electric utility and commercial power systems, Mr. Hurrie is responsible for planning, permitting, project management, start-up and commissioning of high profile projects for SourceOne.

**38 Years of Experience**

**BS, Electrical Engineering Power Systems, Northeastern University, 1974**

**Certified Massachusetts Real Estate Broker's License**

Mr. Hurrie started his career at the Pilgrim I Nuclear Power Station working in the electric lab testing and troubleshooting components and systems from construction through start up, until the plant went on line. Mr. Hurrie later became Pilgrim's Performance Engineer and assured the operating design requirements were attained and the maximum economic benefit was derived within the limits imposed by the regulatory agencies. Mr. Hurrie later became the supervisor of engineering at a 45MW domestic utility where he developed a comprehensive engineering model that serves as the basis for all energy management policy decisions. He engaged in rate negotiations for high voltage (115kv) electric service and utility interconnections, and represented his employer at the Massachusetts State House and, on Capitol Hill pertaining to franchise rights and regulatory issues. Mr. Hurrie later directed the day to day operations of the utility before becoming Manager of Capital Construction for all power improvement projects. Mr. Hurrie moved into new high profile commercial projects, such as the Boston Convention and Exhibition Center and the Delta Terminal A at Boston's Logan International Airport, where he managed the construction activities for all power, security and communications before moving back to managing medium and high voltage projects (345kv to 13.8kv) for NSTAR and National Grid.

#### **Project Experience**

Mr. Hurrie directed the 24/7 day to day operations of a 45MW domestic utility (Massachusetts Bay Transportation Authority) which encompassed a 115kv switching station, 40 traction power substations, a 15kv underground and overhead distribution network, an emergency jet turbine generator, supervisory control & data acquisition system (SCADA), 24/7 power control center and 110 operating personnel. As the Manager of Capital Construction at the MBTA Mr. Hurrie was accountable for the design, construction and administration of all power improvement projects from consultant selection through project close out. Mr. Hurrie was responsible for all field personnel, project coordination, adherence to equipment specifications, safety, environmental compliance, schedules and budget signoff.

As Construction Services Manager for a small consulting firm Mr. Hurrie acted as the utility's construction manager and directed the substation construction phase activities for the largest transmission project in NSTAR history (\$300M). The work included a new 345kv switchyard, 50 miles of underground transmission, 2- 345/ 115kv substations which integrated into an existing 115kv system.

For SourceOne, Mr. Hurrie has completed the onsite start-up





and commissioning for the Massachusetts Water Resource Authority's back pressure steam turbine generator and managed the construction phase activities for the Combined Heat and Power (CHP) facility at the University of Massachusetts Medical Center Campus, as well as utility interconnections for major developments in metropolitan Boston. He has taken a leading role as an efficiency and utility management consultant for the MBTA.

Brookline High School Expansion (Projects A B)

UTILITY WORK ORDER LOG

BUILDING	WORK ORDER SCOPE	SERVICE	PROVIDER	W.O. APPLICATION RESPONSIBILITY	INITIAL SUBMITTAL DATE	W.O. #	BALL IN COURT	STATUS/UPDATE	DATE WORK MUST BE COMPLETE BY	ENABLED ACTIVITY	NOTES
1 A-Cypress	Tappan Street temporary power line relocation across Cypress Field	Electric	Eversource	RFS Phil Carter	3/8/2019		Eversource	Awaiting Eversource confirmation and work order	2/1/2020	Steel Erection	Assumes DOE is drilled into piles and can be done below existing power lines
2 A-Cypress	Cypress Street temporary power line relocation to offset arms	Electric	Eversource	RFS Phil Carter	12/21/2018	2316951	Eversource	Eversource engineering and pricing	2/1/2020	Steel Erection	
3 A-Cypress	Brighton Road light pole, guy wire, and active power line removal	Electric	Eversource	Skanska Mike Gear	3/10/2019	02330849	Eversource	3/25/19 update: WO issued; ES working on engineering details for the Wos; they have a June date on their schedule for this work	6/1/2019	Demolition	
4 A-Cypress	Cypress Building permanent power (Switch + Transformer)	Electric	Eversource	RFS Phil Carter	5/30/2018	2277800	Eversource	Eversource engineering and pricing	11/1/2019	Footings	
5 A-Cypress	111 Cypress existing building & transformer cut and cap	Electric	Eversource	Skanska Mike Gear	3/10/2019	02330828	Eversource	3/25/19 update: WO issued; ES working on engineering details for the Wos; they have a June date on their schedule for this work	6/1/2019	Demolition	
6 A-Cypress	MBTA utility pole removal	Electric	Eversource	MBTA/Hill Andy Felix			MBTA	3/22/19: MBTA requested additional info from AECOM; info received 3/25/19 and Hill will forward to MBTA	8/1/2019	MBTA mobilization	
7 A-Cypress	Cypress Building - New Gas service	Gas	NG	RFS Pat Hart			RFS	5/31/18: NGrid letter to RFS re gas available in vicinity, but need site util. plan and gas load letter. 1/15/19: RFS sent gas load letter to NGrid. 2/1/19: RFS email update saying NGrid is now moving into engineering review.	11/1/2019	Foundations	
8 A-Cypress	Cypress Building - Demo cut/cap existing gas service	Gas	NG	Skanska Mike Gear	3/15/2019	1276862	Skanska	gas service will be cut on street; National Grid to apply for a street-digging permit from the Town; gas service cut-off request requires marking of existing LG utilities and Dig-Safe permit (NO); process to complete the gas service cut-off request may take 4-6 weeks (May 1); request to have any existing gas meters removed by calling the NG at 1-800-233-5325	6/1/2019	Demolition	
9 A-Cypress	Cypress Building - Demo existing tel/com service	Telcom	Verizon	Skanska Mike Gear			Skanska	3/13/19: Tel confirmed VZ is the only existing tel/com vendor in Cypress. Submit demo WO application to newenglandcare@verizon.com; work will be assigned to the demolition subcontractor.			
10 A-Cypress	Cypress Building - New Tel/Com provider	Telcom	RCN	RFS			RFS	per 3/16/19 & 3/13/19 Tel emails, RCN is preferred. RFS to initiate WO for new service.	5/1/2021	MEP / Elevator Start Up	
11 A-Cypress	Cypress - demo cut/cap water, fire & sewer mains	Water/Fire/Sewer	DPW	Skanska Mike Gear			Skanska		6/1/2019	Demolition	
12 A-Cypress	Cypress - New water, fire service & sewer mains	Water/Fire/Sewer	DPW	Skanska Mike Gear			Skanska		5/1/2020	Under-slab Utilities	
13 A-Cypress	Cypress - demo make-safe existing Atlas Alarm Corp. Fire Alarm Panel	Misc.	?	Skanska Mike Gear			Skanska		6/1/2019	Demolition	
14 A-Cypress	Cypress - demo make-safe existing security system	Misc.	?	Skanska Mike Gear			Skanska		6/1/2019	Demolition	
15 B/C-Roberts	Roberts/STEM - demo cut/cap water, fire & sewer mains	Water/Fire/Sewer	DPW	Skanska Mike Gear			Skanska		7/1/2019	Demolition	
16 B/C-STEM	Roberts/STEM - New pole and/or underground service to manhole on the corner of Tappan and Grenough	Electric	Eversource	RFS Phil Carter	2/15/2019		RFS		8/1/2019	Demolition	
17 B/C-STEM	Roberts/STEM - Relocate gas service	Gas	NG	RFS Pat Hart			RFS		7/1/2019	Demolition	

Brookline High School Expansion (Projects A B)

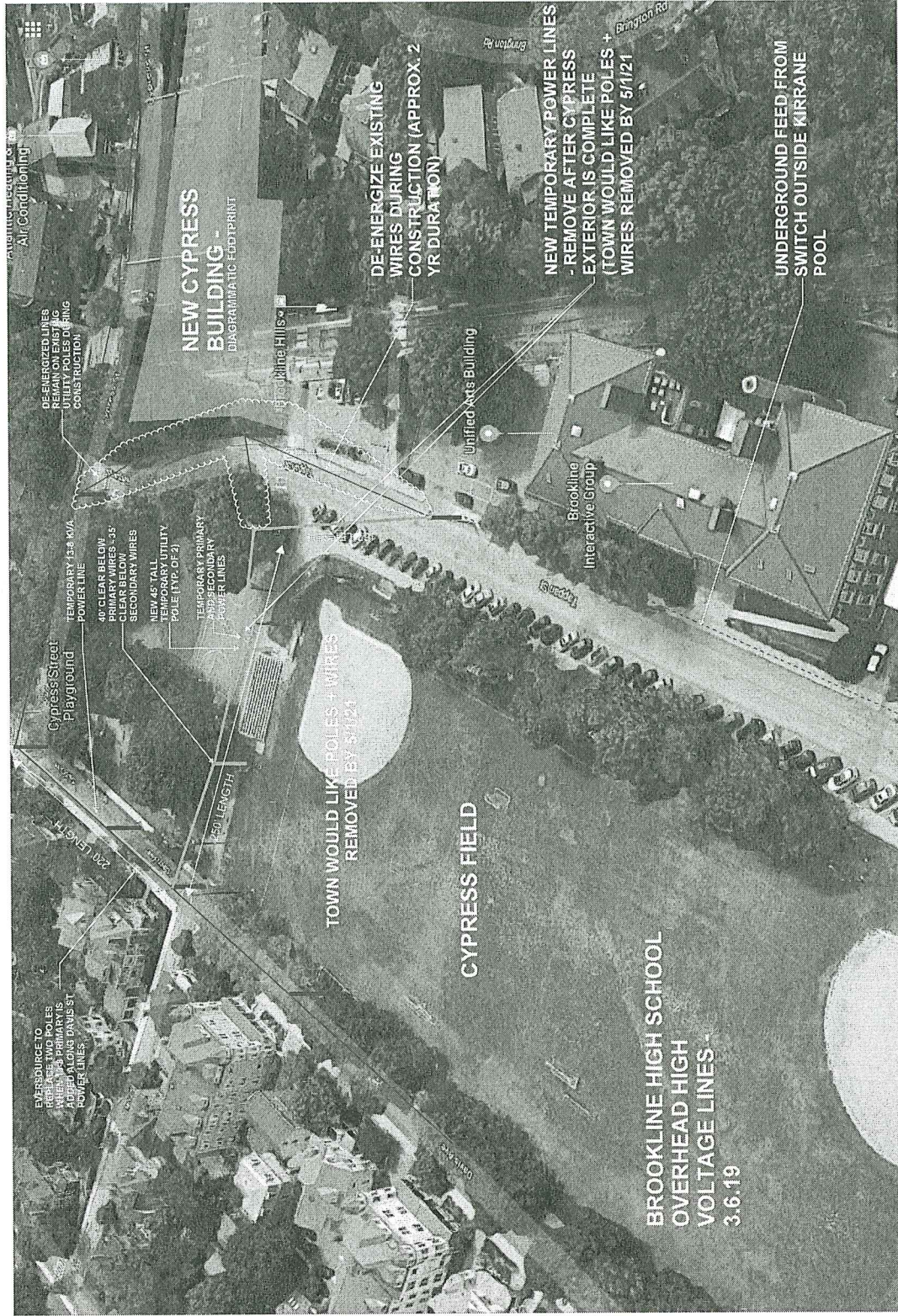
UTILITY WORK ORDER LOG

BUILDING	WORK ORDER SCOPE	SERVICE	PROVIDER	W.O. APPLICATION RESPONSIBILITY TOB/WRA/RFS	INITIAL SUBMITTAL DATE	W.O.#	BAL IN COURT	STATUS/UPDATE	DATE WORK MUST BE COMPLETE BY	ENABLED ACTIVITY	NOTES
18 B(c)-STEM	Roberts-STEM - telecom relocation	Telecom	RCN				TOB	Work being completed by thru TOB separately from SKA enabling.	7/1/2019	Demolition	
19 B(c)-STEM	STEM - RP and domestic water - new	Water/Fire/Sewer	DPW	Skanska Mike Gear			Skanska		3/7/2020	Under-slab Utilities	
20 B(b)-Tappan	Tappan - Transformer relocation	Electric	Eversource	RFS Phil Carter	8/17/2018	2189253 2289253	RFS	3/25/19 per ToB, W.O 2189253 does not exist. W.O 02397227 references 2189253 but the latter does not exist.	1/1/2020	Addition	
21 B(b)-Tappan	Tappan - RP and domestic water	Water/Fire/Sewer	DPW	Skanska Mike Gear			Skanska		6/1/2020	Footings	
22											
23											
24											
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31											



# SCOPE #1 - TAPPAN STREET POWER LINES - TEMPORARY RELOCATION

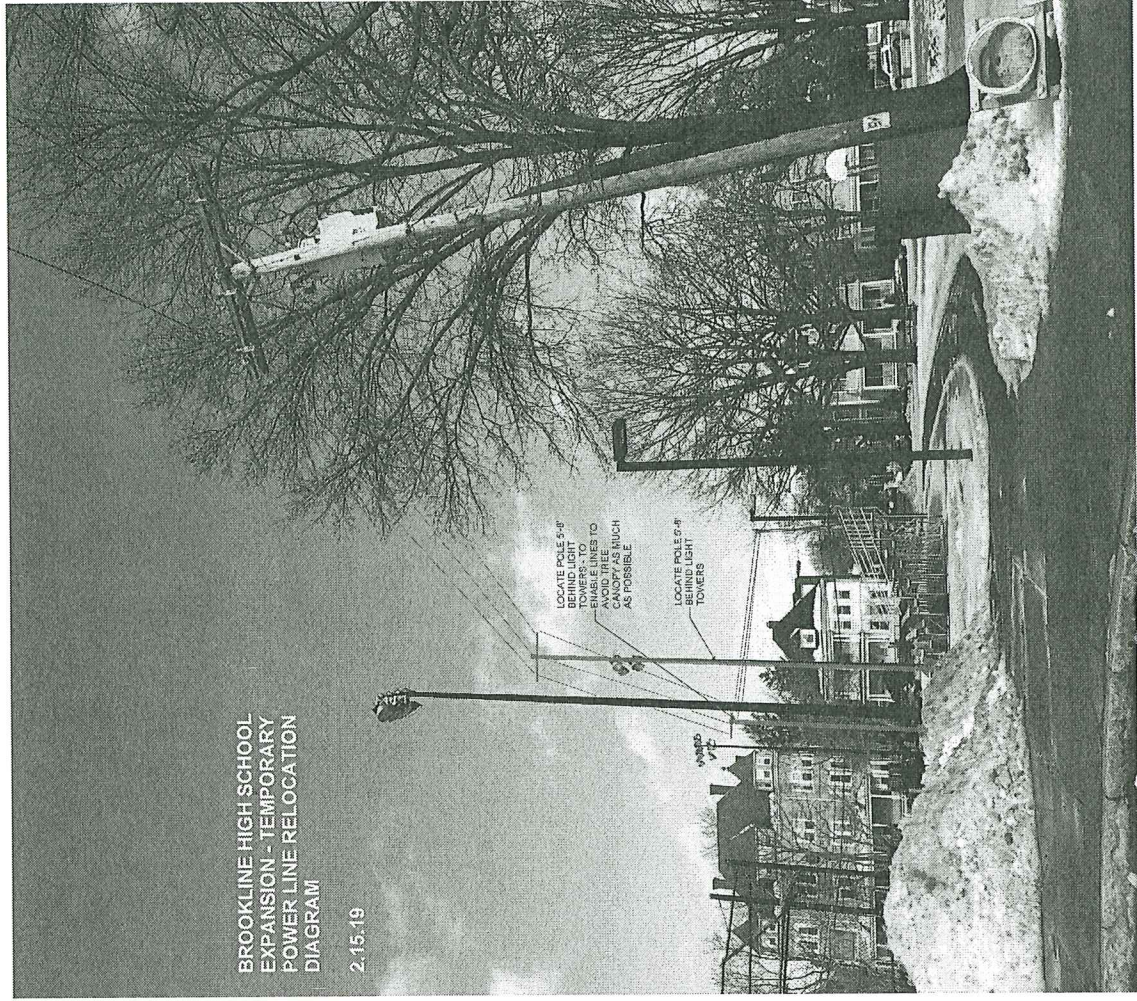
## CYPRESS BUILDING





# SCOPE #1 - TAPPAN STREET POWER LINES - TEMPORARY RELOCATION

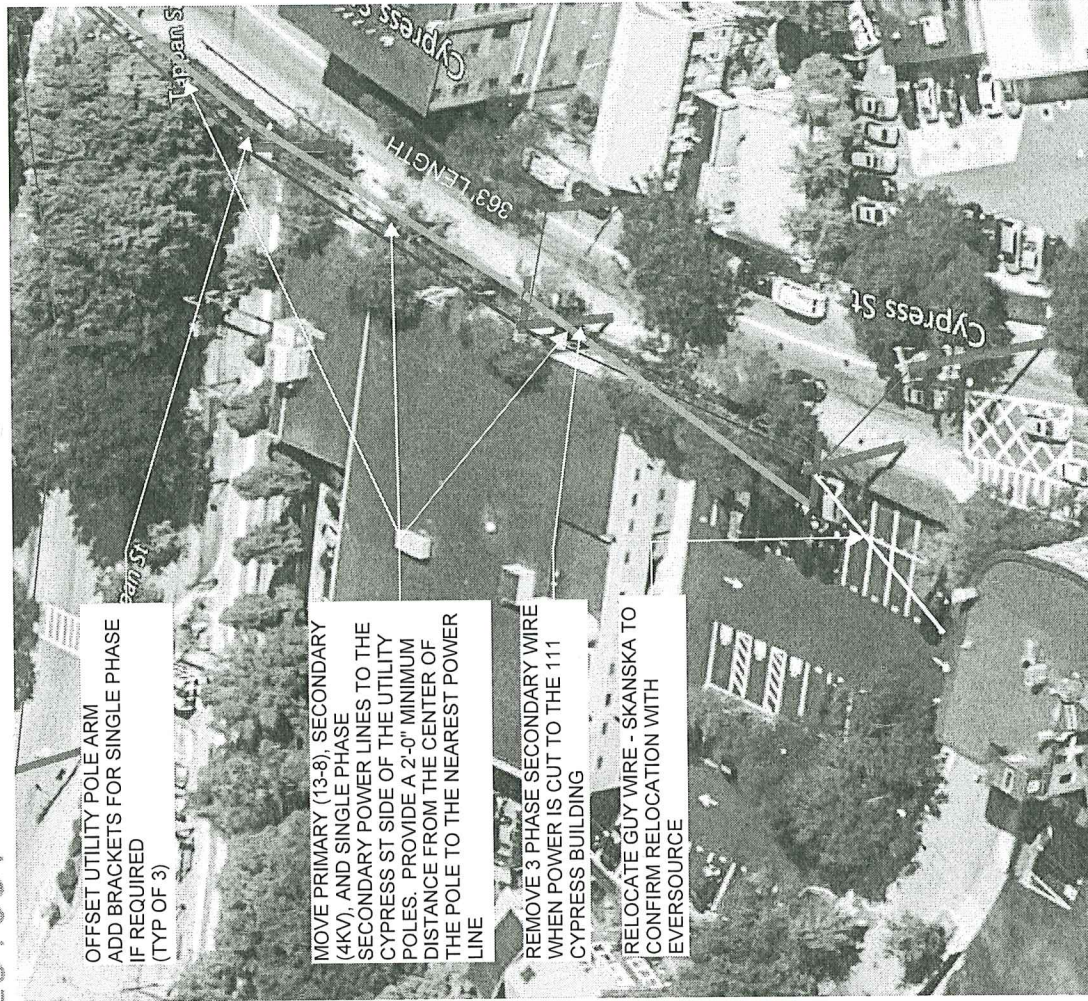
## CYPRESS BUILDING





# SCOPE #2 - CYPRESS STREET TEMPORARY POWER LINE RELOCATION

WORK ORDER #: 231651





# SCOPE #3 - BRINGTON ROAD LIGHT POLE, POWER LINE, AND GUY WIRE REMOVAL

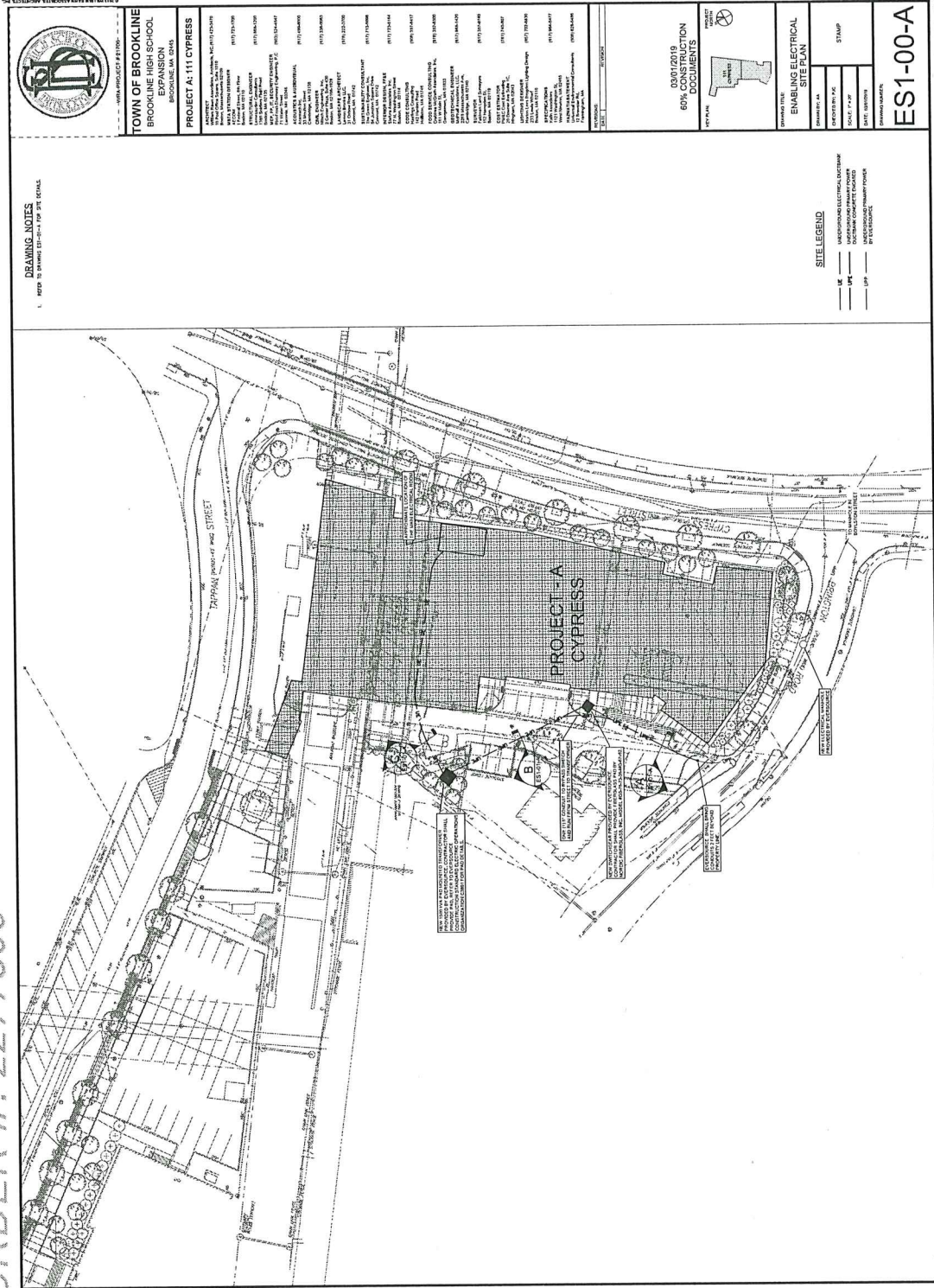
## CYPRESS BUILDING





# SCOPE #4 - NEW ELECTRICAL SERVICE (TRANSFORMER + SWITCH)

WORK ORDER #: 2277800



# SCOPE #5 - DISCONNECT POWER TO 111 CYPRESS - REMOVE TRANSFORMER

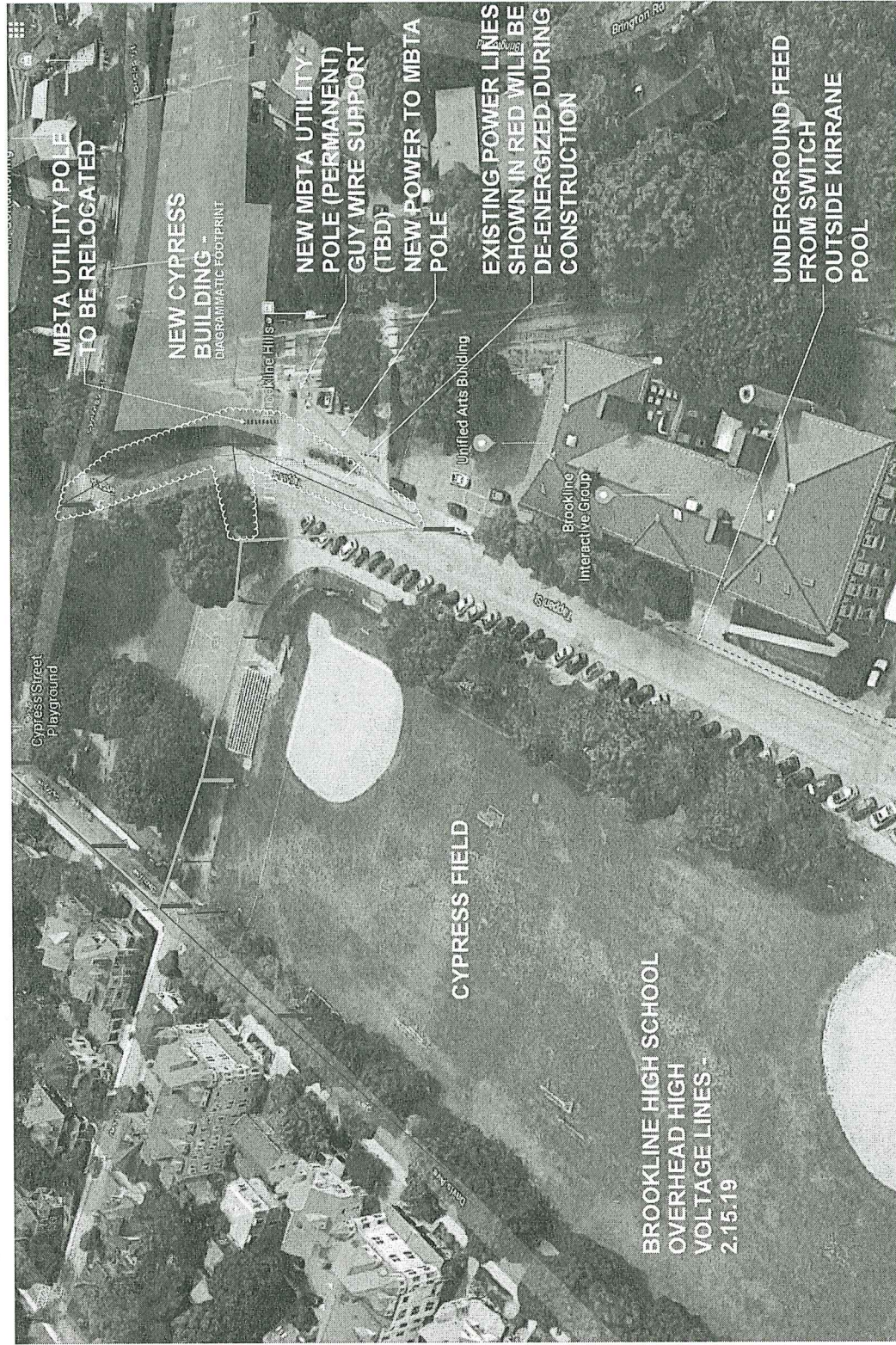
## CYPRESS BUILDING





# SCOPE #6 - MBTA POWER LINE PERMANENT RELOCATION

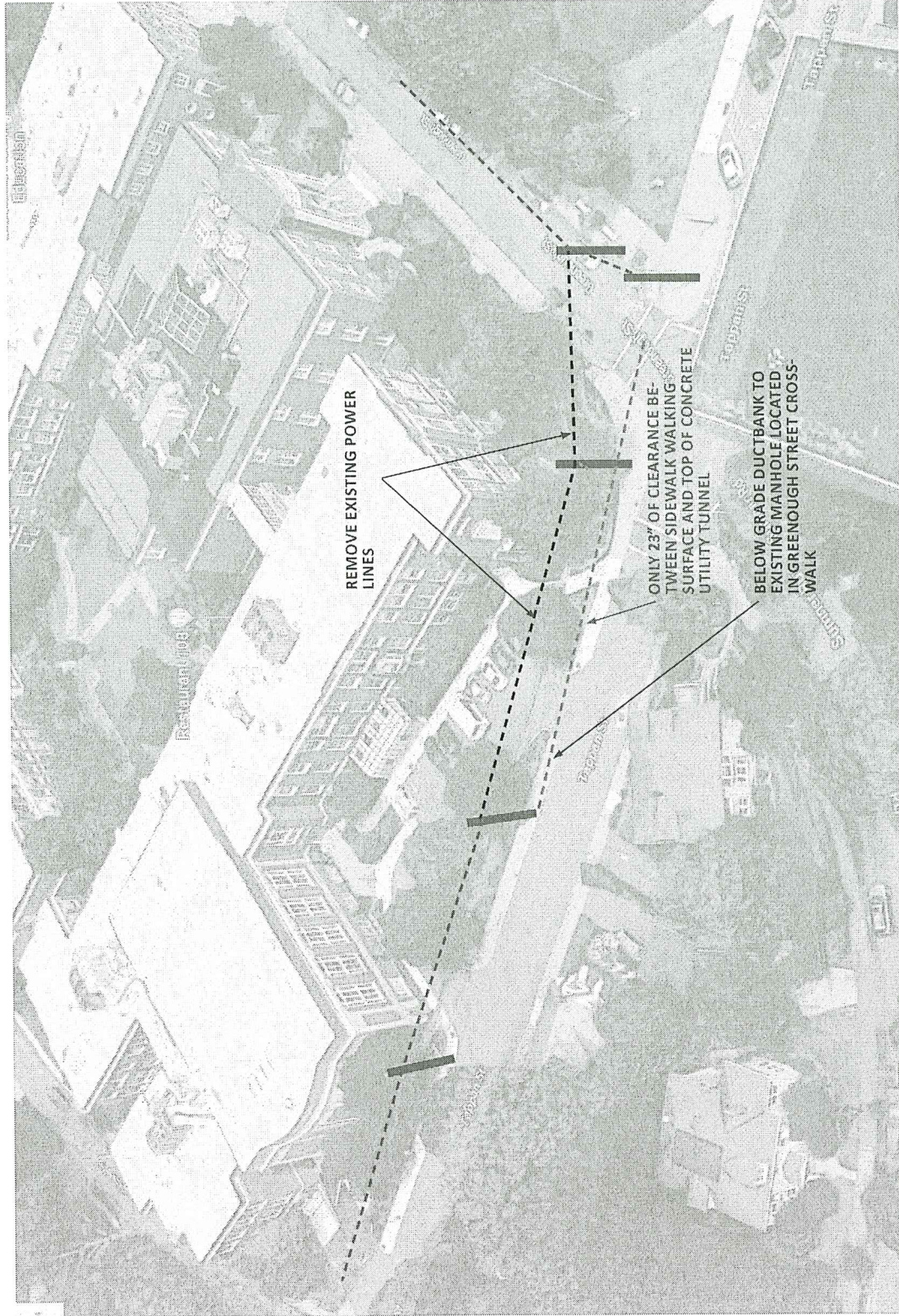
## CYPRESS BUILDING





# SCOPE #7 - STEM WING - PERMANENT RELOCATION

## OPTION 1



EXISTING UTILITY POLE

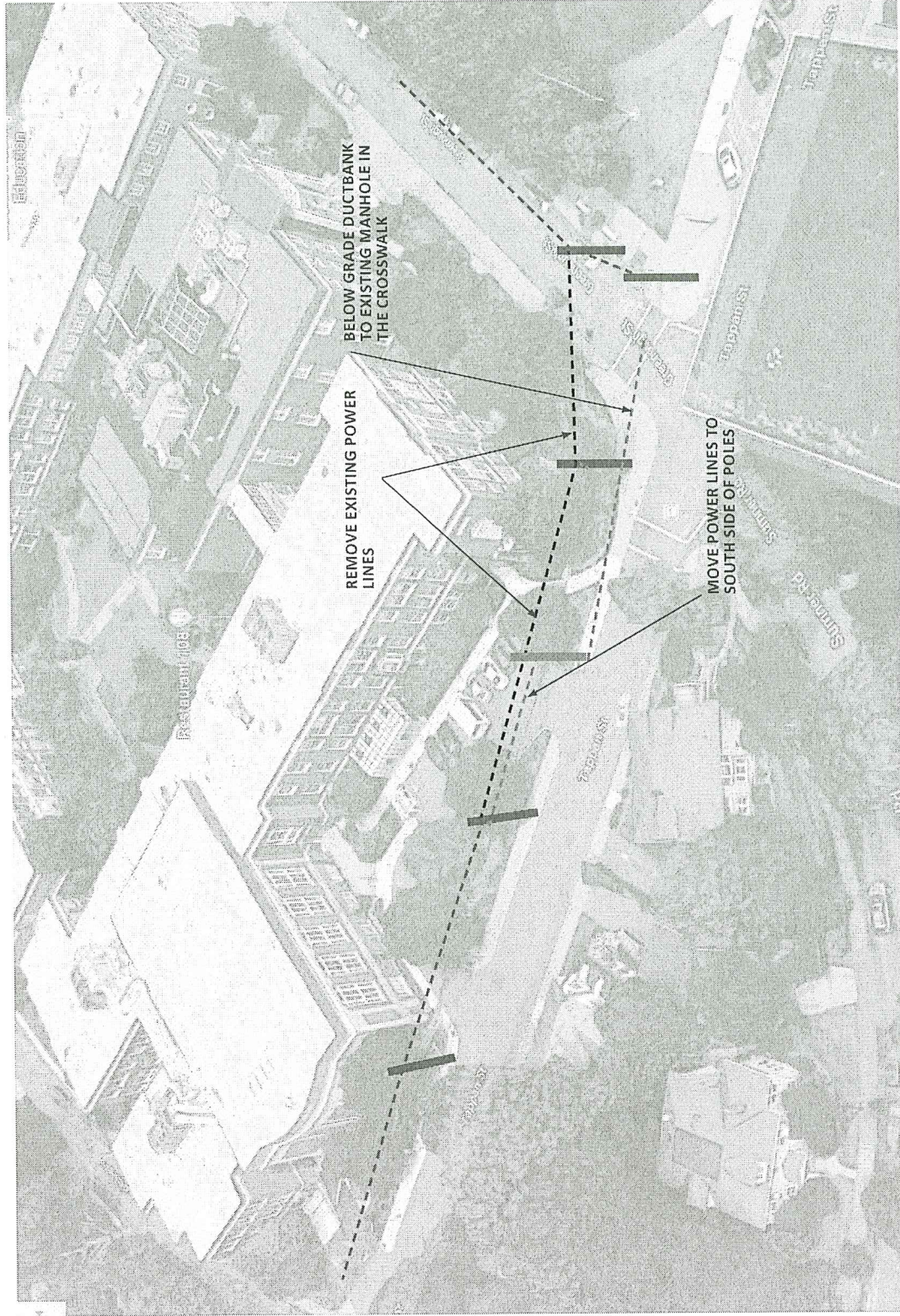
- EXISTING
- DE-ENERGIZED
- NEW





# SCOPE #7 - STEM WING - PERMANENT RELOCATION

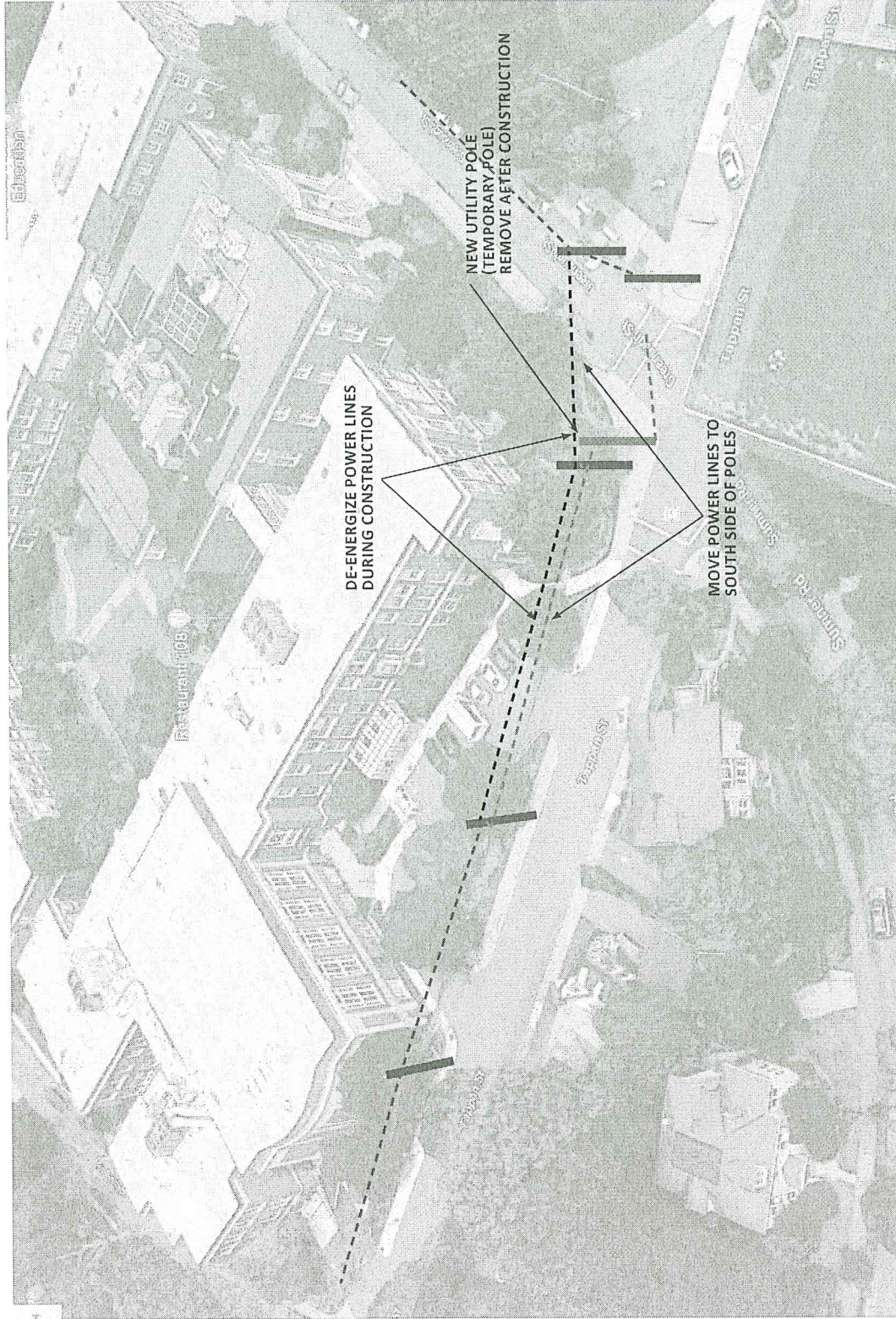
## OPTION 2





# SCOPE #7 - STEM WING - PERMANENT RELOCATION

## OPTION 3



NEW UTILITY POLE

EXISTING UTILITY POLE

EXISTING

DE-ENERGIZED

NEW





WORK ORDER #: 2289253



TAPPAN GYMNASIUM ELECTRICAL SITE PLAN  
SCALE: 1"=20'