

FORCE ACCOUNT AGREEMENT
by and between
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
and
TOWN OF BROOKLINE, MA

THIS FORCE ACCOUNT AGREEMENT ("Agreement") is entered into this _____ day of _____, 201__, by the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts established and existing pursuant to Chapter 161A, as amended, of the Massachusetts General Laws, having a usual place of business at Ten Park Plaza, Boston, MA 02116 ("MBTA") and Town of Brookline, a political subdivision of the Commonwealth of Massachusetts, acting by and through Brookline Select Board and the Brookline School Committee, with an address of Town Hall, 333 Washington Street, Brookline, MA 02445 ("Proponent").

RECITALS

WHEREAS, the Proponent intends to redevelop the parcel at 107 Cypress Street, Parcel ID#1910101, including demolition of the existing structure, construction of a new high school building, reconfiguration of site access and parking facilities, improvement to the MBTA Brookline Hills station and platform, including reconfiguration of MBTA power, signal and communication infrastructure. The proposed structure will include construction of a permanent structure over the Green Line platform and tracks at Brookline Hills Station (collectively referred to as the "Project"), consistent with MBTA License Agreement #16103; and

WHEREAS, the Project is located adjacent to the MBTA's Brookline Hills Station, and along the MBTA Green Line D-Branch Right-of-Way (ROW), rail tracks owned by the MBTA (the "Rail Tracks");

WHEREAS, the Project requires the performance of certain services described within Article I and Exhibit A, ("Services"); and

WHEREAS, the MBTA is ready, willing and able to provide such Services; and

WHEREAS, the Proponent desires MBTA to provide such Services and Proponent is willing compensate MBTA for providing such Services.

NOW THEREFORE, MBTA and Proponent, in consideration of the mutual covenants herein, agree as follows:

ARTICLE 1 — Scope of Services

MBTA, through its forces, including MBTA staff and contractors (“Forces”), shall provide support and coordination for certain Services during the planning and design effort associated with the Town of Brookline’s High School Expansion project including, without limitation, the following:

- Facilitation of communications between MBTA, the Proponent, and others related to the Project or Development;
 - MBTA Capital Delivery
 - MBTA Signals & Communications
 - MBTA Power
 - MBTA Subway Operations, Green Line
 - MBTA Maintenance of Way
 - MBTA System-wide Accessibility
 - MBTA Safety
 - Other Departments, as appropriate

The types of Services and the anticipated personnel are described in greater detail within Exhibit A. The nature and extent of the Services to be provided shall be determined solely by MBTA, subject to the terms and conditions set forth herein.

- Review and approval of proposed design plans and construction management plan for four (4) design package submissions as outlined below:
 - Demolition of the Cypress Street Building
 - New Cypress Street Building
 - Overhead Catenary System (OCS) and Power
 - Brookline Hills Station Platform Improvements
- Proposed Schedule and meetings: We anticipate coordinated submission packages as outlined on the attached schedule, Exhibit B, and the need for five (5) Project Development Group (PDG) meetings and approximately 15 department meetings. In addition we anticipate the need for 5 site visits.

ARTICLE 2 — Budget

MBTA has provided a detailed preliminary budget/estimate with respect to the Services within Exhibit A. These estimates are subject to assumptions, including with respect to time durations, scope durations and other conditions. The total estimated cost set forth within Exhibit A is \$160,282.90.

The cost of providing the Services, as determined by MBTA in its sole discretion, may change from any budget provided/agreed. Cost estimates may require revision due to changes

such as the type of Services, the extent of Services, an increase in administrative and overhead costs, an increase in labor rates or other reason, MBTA shall provide reasonable written notice to the Proponent of revisions in the estimate of cost to provide the Services.

ARTICLE 3 — Force Account

Services shall be paid by Proponent from an account as set forth below. MBTA and Proponent agree to consult and work together in good faith to properly document costs of Services for auditing and internal accounting purposes.

MBTA will establish a force account (the "Force Account") for the Services separate from any other MBTA account, and the Force Account shall be funded, as follows:

- (a) MBTA shall deduct the cost of such Services as described in Article 1 from the Force Account as incurred.
- (b) When the Force Account balance is less than \$40,000.00, the Proponent shall make a timely deposit in such amount as is necessary to replenish the Force Account (i) to the level of \$60,000.00, if the budgeted costs to complete the unperformed Services will exceed \$40,000.00; or (ii) an amount equal to the positive difference between the total budget cost to complete the unperformed Services and the amount then-remaining in the Force Account plus a reserve of \$10,000.00 if budgeted costs to complete such remaining Services are less than \$40,000.00. Failure to replenish the Force Account when requested may result in immediate stoppage of work.
- (c) On a monthly basis, MBTA shall send to Proponent a Force Account statement with respect to the Services, with reasonable "back-up" including a list of Service providers, their rates, and a reasonably detailed description of their work performed. Proponent shall be deemed to have no objection to the statement if MBTA does not receive a written objection within 14 days of receipt the statement by Proponent. If Proponent does send a written objection within such time period, the parties shall consult promptly and in good faith to resolve such objection.

Upon completion of the Services, MBTA shall refund to Proponent any funds in the Force Account not needed or allocated for the Services.

ARTICLE 4 — Term

The term of this Agreement shall commence on the date first written above, and shall terminate (a) upon completion of the Services and compensation for the cost of the Services; or (b) the day that is one (1) year from the date first written above, whichever is sooner.

ARTICLE 5 — Performance of Services

The MBTA and Proponent shall coordinate construction schedules for the Development and the required Services. If necessary, the Proponent shall provide access to and use of the Proponent's real property without cost to MBTA as needed for MBTA to perform the Services.

While timely performance of the Services is important, safety considerations with respect to the following shall have priority over performance of services: the safety of passengers, MBTA staff, and contractor staff; and, the protection of MBTA property. The MBTA shall not be liable for any damages, including incidental and consequential damages, caused by any delay in the performance of Services.

ARTICLE 6 — Termination

The Proponent may, after the Services have commenced, terminate this Agreement upon thirty (30) days' notice to MBTA. MBTA shall continue to perform the Services as necessary, in the sole determination of MBTA, to protect the public, MBTA employees, MBTA contractor employees, and passengers, and to protect and restore MBTA operations and property. MBTA may also deduct its reasonable demobilization costs from the Force Account as incurred.

In the event of a material default by Proponent which continues for more than ten (10) days after written notice from MBTA (or such longer period as may be reasonably required to complete the cure, it being understood, however, that no such extension shall be available if the default in question is for failure to make a payment required hereunder), MBTA may stop providing Services under this Agreement and may consider this Agreement to be terminated. MBTA may pursue any/all other available remedies.

ARTICLE 7 — Notices

Any required written notice shall be sent to:

MBTA's Address: Capital Delivery Department
Massachusetts Bay Transportation Authority
Ten Park Plaza, Suite 5170
Boston, Massachusetts 02116
Attn: Beth Larkin, Assistant General Manager

Proponent's Address: Town of Brookline
Building Department
Brookline Town Hall
333 Washington Street
Brookline, MA 02445
Attn: Ray Mazak, Project Manager

All notices, demands and requests, sent pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given when delivered (or when delivery has been refused by the addressee) by certified return receipt mail, by a nationally recognized overnight mail service, or by hand/courier delivery to the correct addressee or when sent by facsimile to the correct addressee and the sender has received a successful transmission notice from its FAX machine.

MBTA and Proponent may, at any time and from time to time, notify the other party as to any changes in their proper addresses by giving fifteen (15) days written notice thereof to the other party.

ARTICLE 8 — Miscellaneous

- (a) Successors and Assigns. The Proponent may assign this Agreement only with the consent of MBTA. The rights, obligations, liabilities, terms, conditions, and agreements herein shall inure to the benefit of, and be binding upon, the successors, permitted assigns, representatives, and transferees of MBTA and Proponent.
- (b) Applicable Law. This Agreement is intended to be a binding agreement, enforceable as such, which shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to its choice of law rules.
- (c) Survival of Obligations. All obligations, which arise, but are not satisfied during the term of this Agreement, shall survive termination of this Agreement.
- (d) Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of MBTA and Proponent and not for the benefit of any third party. Nothing herein shall be construed or interpreted as creating or increasing any right in any third party to recover by way of damages or otherwise against MBTA or Proponent.
- (e) Modification. This Agreement may not be altered or amended except by written agreement signed by MBTA and Proponent.
- (f) Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions or the remaining provisions of said agreement.
- (g) Termination Not a Release. Termination of this Agreement for any reason shall not release either party from any accrued liability to the other party. A party's right to terminate this Agreement as provided herein shall be without prejudice to any other rights provided to it by law or in equity.
- (h) Confidential Information. During the term of this Agreement, the parties shall regard and preserve as confidential and proprietary all non-public information

related to the business of the other party it receives or learns as a result of this Agreement ("Confidential Information"). Unless required by law, the parties agree not to disclose any such Confidential Information without first obtaining the other party's prior written consent. The parties acknowledge that MBTA is a government entity subject to state and federal public records laws.

- (i) Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to Force Account and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. There are no representations, warranties, covenants, conditions, agreements, understandings or arrangements, oral or written, between or among the parties relating to the Force Account which are not fully expressed herein. No agent of any party is authorized to make any representation, promise or warranty not contained in this Agreement.
- (j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By: _____

Name: _____

Title: _____

TOWN OF BROOKLINE

By: _____

Name: _____

Title: _____

see next page for signatures

TOWN OF BROOKLINE

Select Board

Neil Wishinsky, Chair

Ben Franco, Member

Nancy Heller, Member

Bernard Greene, Member

Heather Hamilton, Member

Building Commission

Janet Fierman, Chair

George Cole, Member

Kenneth Kaplan, Member

Karen Breslawski, Member

Nathan Peck, Member

School Committee

David Pollak, Chairman

Julie Schreiner-Oldham, Vice Chairman

Helen Charlupski, Member

Susan Wolf Ditkoff Member

Suzanne Federspiel, Member

Michael Glover, Member

Jennifer Monopoli, Member

David A. Pearlman, Member

Barbara Scotto, Member

FORCE ACCOUNT AGREEMENT
by and between
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
and
TOWN OF BROOKLINE, MA

EXHIBIT A
MBTA Types of Services and Anticipated Personnel

MBTA shall, in accordance with the terms of this agreement, provide the following services to the Town of Brookline using its own forces or by retaining a consultant contractor.

| TOTALS FOR EACH DEPARTMENT: Design Phase Services | | |
|--|-----------------------|--|
| MBTA Department | Total Estimate | Notes |
| Capital Delivery & Oversight | \$ 97,412.81 | <i>*Includes staff support and consulting civil engineering services</i> |
| Signals & Communications | \$ 35,916.90 | |
| Power | \$ 26,953.24 | |
| Green Line Subway Operations | \$ 0.00 | |
| Maintenance of Way | \$ 0.00 | |
| GRAND TOTAL: | \$ 160,282.95 | |

The Services shall include the activities described in the following subparagraphs and attached TRS Cost Estimate Detail sheets.

1. MBTA Capital Delivery Department Support

The services of the Capital Delivery representatives shall include facilitating communications between the MBTA, Town of Brookline, and others related to the project; observing the activities of the Project, as it impacts MBTA facilities, are performed in compliance with the best safety practices and without risk to the MBTA's infrastructure or operations; observation as needed of the design development work performed by the Town of Brookline's contractors; monitoring progress of the work and adherence by the Town of Brookline's contractors to the safety requirements of the MBTA; coordination with consulting civil engineering services; administration of this force account.

| CAPITAL DELIVERY LABOR | | | | | |
|-------------------------------|---------------------------|--------------------|--------------|-----------------------|-------------------|
| Area | Function Performed | Loaded Rate | Hours | Total Estimate | Assumption |
| 531 | Director | \$ 104.32 | 9 | \$ 938.88 | 1 hour/month |
| 531 | Project Manager | \$ 92.06 | 195 | \$ 17,951.70 | 5 hours/week |
| 531 | Project Coordinator | \$ 67.98 | 18 | \$ 1,223.64 | 2 hours/month |
| 531 | Design Review | \$ 102.44 | 18 | \$ 1,843.92 | 2 hours/month |
| 507 | Sr. Budget Analyst | \$ 74.63 | 9 | \$ 671.67 | 1 hour/month |
| Total Labor | | | 249 | \$ 22,629.81 | |

| CAPITAL DELIVERY SERVICES | | |
|--|---------------------|------------------|
| Civil Engineering Consulting Services: Michael Baker International | \$ 74,783.00 | 4 design reviews |
| Total Services | \$ 74,783.00 | |
| TOTAL ESTIMATE | \$ 97,412.81 | |

2. MBTA Signals & Communications

The services of MBTA Signals & Communications representatives shall include review of design documents to ensure conformance with MBTA operational guidelines, provide access to service bungalows, and/or discuss the history of the resources of the infrastructure and history of previous projects. The following is a breakdown of hours in response:

| SIGNALS & COMMUNICATIONS LABOR | | | | | |
|---|---------------------------|-------------|--------------|-----------------------|--------------|
| Dept | Function Performed | Rate | Hours | Total Estimate | Notes |
| 191 | Signal Engineer (ST) | \$ 51.67 | 160 | \$ 8,267.20 | |
| Total Straight Time Labor | | | 160 | \$ 8,267.20 | |
| 191 | Signal Inspector (OT) | \$ 85.64 | 56 | \$ 4,795.56 | |
| 191 | Signal Engineer (OT) | \$ 77.51 | 56 | \$ 4,340.28 | |
| 191 | Wireperson (OT) | \$ 76.13 | 112 | \$ 8,526.00 | |
| Total Overtime Labor | | | 224 | \$ 17,661.84 | |
| Fringe Benefits – Straight Time | | | 68.09% | \$ 5,629.14 | |
| Fringe Benefits – Overtime | | | 9.75% | \$ 1,722.03 | |
| CSA – All costs (except OT Labor) | | | 0.24% | \$ 37.48 | |
| CSL – Straight Time Labor | | | 31.44% | \$ 2,599.21 | |
| TOTAL ESTIMATE | | | | \$ 35,916.90 | |

3. MBTA Power

The services of MBTA Power representatives shall include review of design documents to ensure conformance with MBTA operational guidelines, attend relevant design development meetings, provide access to infrastructure, and/or discuss the history of the resources of the infrastructure and history of previous projects. The following is a breakdown of hours in response:

| POWER LABOR | | | | | |
|-----------------------------------|--------------------------------|-------------|--------------|-----------------------|--------------|
| Dept | Function Performed | Rate | Hours | Total Estimate | Notes |
| 341 | Engineer | \$ 77.50 | 96 | \$ 7,440.00 | |
| 341 | 1 st Class Repairer | \$ 68.07 | 160 | \$ 10,891.20 | |
| 341 | Wireperson/Splicer | \$ 76.12 | 80 | \$ 6,089.60 | |
| Total Overtime Labor | | | 336 | \$ 24,420.80 | |
| Fringe Benefits – Straight Time | | | 81.31% | \$ 0.00 | |
| Fringe Benefits – Overtime | | | 10.37% | \$ 2,532.44 | |
| CSA – All costs (except OT Labor) | | | 0.63% | \$ 0.00 | |
| CSL – Straight Time Labor | | | 13.91% | \$ 0.00 | |
| TOTAL ESTIMATE | | | | \$ 26,953.24 | |

| | |
|---|---|
| Force Account Support Department & Area: | Capital Delivery Dept. Brookline High School Expansion |
| Project Name: | To be provided |
| Grant /Project No.: | |
| Work Order(s) No.: | |

COST ESTIMATE

Suggested Description should include dates or period needed:

Support has been requested from the Capital Delivery Department on the Brookline High School expansion project at Brookline Hills Station for an estimated period of 9 months.

For service, design and project mobilization, hours will be incurred as requested.

[illegible]

Michael Baker
INTERNATIONAL

We Make a Difference

May 18, 2018

Mr. Peter Paravalos
Director of Transit Oriented Development
Massachusetts Bay Transportation Authority –
Capital Delivery Department
100 Summer Street, Suite 1200
Boston, MA 02110

Re: MBTA Contract No. Z91PS20- Task No. 2
Brookline High School – Brookline Hills Station Project
Structural Review Services

Dear Mr. Paravalos,

Michael Baker International, Inc. (Michael Baker) is pleased to submit for your review and authorization our revised scope and fee for the above referenced assignment. Included are the following documents:

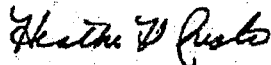
- Authorization Form for signature
- Scope
- Exhibit A
- Fixed Fee Matrix

The scope of this work consists of providing structural review services to assist the MBTA's Transit Oriented Development (TOD) group with the review of the Brookline High School – Brookline Hill Station project that impacts MBTA property. Work will include structural review of the project and attendance at project and Project Development Guide meetings. For this task order we will providing all of the services so there is no DBE allocation. The duration will be 16 months and will start pending Notice-To-Proceed. The breakdown of fees on the attached Exhibit A result in a total cost of \$74,783 and a fixed fee of \$6,573.

We are excited to start working on this contract and we are committed to supporting the MBTA on this assignment. If you have any questions, please contact me at your convenience at 781-255-8802 (office) 781-686-8580 (mobile), or by email at Heather.Ivester@mbakerintl.com.

Very truly yours,

MICHAEL BAKER INTERNATIONAL, INC.



Heather H. Ivester, PE
Associate Vice President

MTBAKERINTL.COM

1601 Trapelo Road, Suite 261 | Waltham, MA 02451

Office: 781-255-7200 | Fax: 781-370-2240

Transit-Oriented Development General Engineering Consulting (GEC) Services

MBTA Contract No. Z91PS20

Task No. 2

Structural Review Services

Brookline Hills High School Expansion – MBTA Brookline Hills Station Project

Summary

Provide structural review services to assist the MBTA's TOD with review of the Brookline Hills project that is impacting MBTA property. Work will include structural review of this projects.

1.0 Structural Review Services

Objectives:

To provide structural review services for the Brookline Hills project in accordance with MBTA and Massachusetts State Building Code. Our efforts will include the following:

- Review structural submissions from developer. Reviews will include 30%, 60%, 90% and 100% submissions.
- Attend 30%, 60%, 90%, 100% PDG Meetings and provide comments, as applicable.

Work Elements:

The work elements under this assignment are defined as follows:

- Attend all PDG and Bi-Monthly Meetings, as needed
- Provide External Plan Reviews
 - Perform technical reviews of calculations and drawings, applying an understanding of construction loads, geotechnical engineering, civil and structural engineering, right-of-way safety, MBTA operations and maintenance, and other relevant principles to assess the MBTA's interest.

Deliverables:

- Structural Review letter for each submission.

Schedule:

Estimated NTP: May 7, 2018

Duration: 16 months

Estimated Assignment Completion: August 30, 2019

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
EXHIBIT "A"
CONSULTANT CONTRACT

| Michael Baker International, Inc. 1601 Trapelo Rd, Suite 261 Waltham, MA 02451 | Contract Title: TOD GEC Task No. 2 Contract No. Structural Review Services - Brookline Hills MBTA Contract No. Z91PS20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|----------------------|--------------------|-------------------|---------------------|-------------------|---------------------|---------------|-----------------|---------|--------------|----------|-------------|--------|-------------|--------------------|-----|--|----------|--------|--|--------|-----------------|-------|--|----------|-------------|--|-------------|------------------|-----|--|----------|--------|--|--------|----------|-----|--|----------|--------|--|--------|-----------------|-----|--|----------|--------|--|--------|---------|-----|-----|----------|--|--------|--------|----------------|-----|--|----------|--------|--|--------|-------------------------------------|------|--|----------|----------|--|----------|----------------|-------|-----|--|-------------|--------|-------------|
| Consultant (x) Subconsultant () | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| I. Direct Labor By Category | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Basic Hours</th> <th style="text-align: center;">Special Hours</th> <th style="text-align: center;">Hourly Rate</th> <th style="text-align: center;">Basic Amount</th> <th style="text-align: center;">Special Amount</th> <th style="text-align: center;">Total Cost</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">0.0</td> <td></td> <td style="text-align: right;">\$ 74.00</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Principal Engineer</td> <td style="text-align: center;">0.0</td> <td></td> <td style="text-align: right;">\$ 74.00</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Senior Engineer</td> <td style="text-align: center;">356.0</td> <td></td> <td style="text-align: right;">\$ 74.00</td> <td style="text-align: right;">\$26,344.00</td> <td></td> <td style="text-align: right;">\$26,344.00</td> </tr> <tr> <td>Project Engineer</td> <td style="text-align: center;">0.0</td> <td></td> <td style="text-align: right;">\$ 56.02</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Engineer</td> <td style="text-align: center;">0.0</td> <td></td> <td style="text-align: right;">\$ 47.95</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Junior Engineer</td> <td style="text-align: center;">0.0</td> <td></td> <td style="text-align: right;">\$ 39.33</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Planner</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">0.0</td> <td style="text-align: right;">\$ 61.76</td> <td></td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Designer/ CADD</td> <td style="text-align: center;">0.0</td> <td></td> <td style="text-align: right;">\$ 38.85</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Project Administrator A. Howlett</td> <td style="text-align: center;">20.0</td> <td></td> <td style="text-align: right;">\$ 44.00</td> <td style="text-align: right;">\$880.00</td> <td></td> <td style="text-align: right;">\$880.00</td> </tr> <tr> <td>TOTALS:</td> <td style="text-align: center;">376.0</td> <td style="text-align: center;">0.0</td> <td></td> <td style="text-align: right;">\$27,224.00</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$27,224.00</td> </tr> </tbody> </table> | | Basic Hours | Special Hours | Hourly Rate | Basic Amount | Special Amount | Total Cost | Project Manager | 0.0 | | \$ 74.00 | \$0.00 | | \$0.00 | Principal Engineer | 0.0 | | \$ 74.00 | \$0.00 | | \$0.00 | Senior Engineer | 356.0 | | \$ 74.00 | \$26,344.00 | | \$26,344.00 | Project Engineer | 0.0 | | \$ 56.02 | \$0.00 | | \$0.00 | Engineer | 0.0 | | \$ 47.95 | \$0.00 | | \$0.00 | Junior Engineer | 0.0 | | \$ 39.33 | \$0.00 | | \$0.00 | Planner | 0.0 | 0.0 | \$ 61.76 | | \$0.00 | \$0.00 | Designer/ CADD | 0.0 | | \$ 38.85 | \$0.00 | | \$0.00 | Project Administrator A. Howlett | 20.0 | | \$ 44.00 | \$880.00 | | \$880.00 | TOTALS: | 376.0 | 0.0 | | \$27,224.00 | \$0.00 | \$27,224.00 |
| | Basic Hours | Special Hours | Hourly Rate | Basic Amount | Special Amount | Total Cost | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Manager | 0.0 | | \$ 74.00 | \$0.00 | | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Principal Engineer | 0.0 | | \$ 74.00 | \$0.00 | | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Senior Engineer | 356.0 | | \$ 74.00 | \$26,344.00 | | \$26,344.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Engineer | 0.0 | | \$ 56.02 | \$0.00 | | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Engineer | 0.0 | | \$ 47.95 | \$0.00 | | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Junior Engineer | 0.0 | | \$ 39.33 | \$0.00 | | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Planner | 0.0 | 0.0 | \$ 61.76 | | \$0.00 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Designer/ CADD | 0.0 | | \$ 38.85 | \$0.00 | | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Administrator A. Howlett | 20.0 | | \$ 44.00 | \$880.00 | | \$880.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTALS: | 376.0 | 0.0 | | \$27,224.00 | \$0.00 | \$27,224.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Overhead Rate (Provisional) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Rate</th> <th style="text-align: center;">Year</th> <th style="text-align: center;">x Basic</th> <th style="text-align: center;">x Special</th> <th style="text-align: center;">Basic Overhead</th> <th style="text-align: center;">Special Overhead</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">141.440%</td> <td></td> <td style="text-align: right;">\$ 27,224.00</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$38,505.63</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$38,505.63</td> </tr> </tbody> </table> | | Rate | Year | x Basic | x Special | Basic Overhead | Special Overhead | | 141.440% | | \$ 27,224.00 | \$0.00 | \$38,505.63 | \$0.00 | \$38,505.63 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rate | Year | x Basic | x Special | Basic Overhead | Special Overhead | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 141.440% | | \$ 27,224.00 | \$0.00 | \$38,505.63 | \$0.00 | \$38,505.63 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Labor and Overhead: <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: right;">\$65,729.63</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$65,729.63</td> </tr> </tbody> </table> | | \$65,729.63 | \$0.00 | \$65,729.63 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$65,729.63 | \$0.00 | \$65,729.63 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Principal (Use when O/H not applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Estimated x Basic</th> <th style="text-align: center;">Hours x Special</th> <th style="text-align: center;">Rate per hour</th> <th style="text-align: center;">Total Basic</th> <th style="text-align: center;">Total Special</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td style="text-align: right;">\$90.00</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> </tbody> </table> | | Estimated x Basic | Hours x Special | Rate per hour | Total Basic | Total Special | | | | \$90.00 | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Estimated x Basic | Hours x Special | Rate per hour | Total Basic | Total Special | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | \$90.00 | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. Other Direct Costs (Specify on page 2) <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: right;">\$700.00</td> </tr> </tbody> </table> | | \$700.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$700.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. Travel (Specify on page 2) <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: right;">\$1,708.00</td> </tr> <tr> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="text-align: right;">Total Travel</td> </tr> <tr> <td style="text-align: right;">\$1,708.00</td> </tr> </tbody> </table> | | \$1,708.00 | \$0.00 | Total Travel | \$1,708.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$1,708.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Travel | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$1,708.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. Subconsultants (Specify on Page 2) <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: right;">\$0.00</td> </tr> </tbody> </table> | | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. General and Administrative Expense Rate if Applicable <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: right;">\$72.24</td> </tr> </tbody> </table> | | \$72.24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$72.24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. Subtotal All Costs <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: right;">\$68,210</td> </tr> </tbody> </table> | | \$68,210 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$68,210 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. Fixed Fee (as negotiated) <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: right;">=</td> <td style="text-align: right;">\$6,573</td> </tr> </tbody> </table> | | = | \$6,573 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| = | \$6,573 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. TOTAL ESTIMATED COST <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: right;">\$74,783</td> </tr> </tbody> </table> | | \$74,783 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$74,783 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
EXHIBIT "A"
CONSULTANT CONTRACT

| | | | |
|--|--|--|-------------------------------------|
| 11. Overhead Rate and General and Administrative Expense Rate Information | | | |
| A. Government Audit Performed | | Date of Audit | Fiscal Period Covered |
| | | | |
| B. Name and Address of Government Agency Making Audit | | C. If No Government Rules Have Been Established, Furnish Most Recent Audited Financial Statements | |
| | | | |
| 12. Subcontract Information | | | |
| Name and Address Of Subconsultants | | Subconsultant Work | Subcontract Type Amount |
| | | | |
| Total: | | | \$0.00 |
| 13. Other Direct Costs and Travel Expense | | | |
| Printing | | | \$200.00 |
| Graphics | | | \$0.00 |
| Communications | | | \$0.00 |
| Delivery | | | \$0.00 |
| Miscellaneous | | | \$0.00 |
| Outside Services: | | | \$500.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Total: | | | \$700.00 |
| 14. Travel Expense (Local Travel and Parking) | | | |
| Mileage and Parking | | | \$1,708.00 |
| <i>See Attached detailed tabulation</i> | | | |
| Total: | | | \$1,708.00 |
| Number of Employees | | State Incorporated In : | |
| () 25 and Under () Over 25 | | Pennsylvania | |
| () Over 100 (X) Over 500 | | | |
| The Labor Rates and Overhead Costs are Current, and Estimated Costs Have Been Determined By Generally Accepted Accounting Principles | | | |
| Date <u>3/2/18</u> | | Signature <u><i>Heather D. Rust</i></u> | |
| Title: Associate Vice President | | | |

| TRs MASSACHUSETTS BAY TRANSPORTATION AUTHORITY | | | | | | | | | | |
|---|------|-------|------|---|--------------------------------|------------|----------|----------------|-----------|----------------|
| COST ESTIMATE DETAIL | | | | | | | | | | |
| Signal Department Support for Brookline High School Expansion Project Design Review | | | | | Grant: _____ Work Order: _____ | | | | | |
| MATERIALS/SERVICES ESTIMATE | | | | | | | | | | |
| LABOR ESTIMATE | | | | | | | | | | |
| Object | Mode | Dept. | Loc. | Job Function | Reg. Hours | O.T. Hours | Rate | TOTAL ESTIMATE | Unit Cost | TOTAL ESTIMATE |
| | | 191 | 05 | Straight Time Signal Engineer | | 160 | \$51.67 | \$8,267.20 | \$0.00 | \$0.00 |
| | | 191 | 05 | | | | | \$0.00 | \$0.00 | \$0.00 |
| | | 191 | 05 | | XX | | | \$0.00 | \$0.00 | \$0.00 |
| | | | | XXX | XX | | | \$0.00 | \$0.00 | \$0.00 |
| | | | | XXX | XX | | | \$0.00 | \$0.00 | \$0.00 |
| | | | | Total Straight Time | 0 | | | \$8,267.20 | \$0.00 | \$0.00 |
| | | | | Overtime | | | | | \$0.00 | \$0.00 |
| | | 191 | 05 | Signal Inspector | | 56 | \$85.64 | \$4,795.56 | \$0.00 | \$0.00 |
| | | 191 | 05 | Signal Engineer | | 56 | \$77.51 | \$4,340.28 | \$0.00 | \$0.00 |
| | | 191 | 05 | Wireperson | | 112 | \$76.13 | \$8,526.00 | \$0.00 | \$0.00 |
| | | | | Signal Inspector | | | \$114.18 | \$0.00 | \$0.00 | \$0.00 |
| | | | | Signal Engineer | | | \$103.34 | \$0.00 | \$0.00 | \$0.00 |
| | | | | Wireperson | | | \$101.50 | \$0.00 | \$0.00 | \$0.00 |
| | | | | Total Overtime | | | | \$17,661.84 | \$0.00 | \$0.00 |
| | | | | Total Straight Time Labor | | | | \$8,267.20 | | \$0.00 |
| | | | | Total Overtime Labor | | | | \$17,661.84 | | \$0.00 |
| | | | | Fringe Benefits - Straight Time @ 68.09% | | | | \$5,629.14 | | |
| | | | | Fringe Benefits - Overtime @ 9.75% | | | | \$1,722.03 | | |
| | | | | Total Materials (see breakdown opposite) | | | | \$0.00 | | |
| | | | | CSA - All costs (except OT Labor) @ 0.24% | | | | \$37.48 | | |
| | | | | CSL - Straight Time Labor @ 31.44% | | | | \$2,599.21 | | |
| | | | | TOTAL COST | | | | \$35,916.90 | | |
| | | | | Submitted By: <i>[Signature]</i> | | | | 1-16-2019 | | |

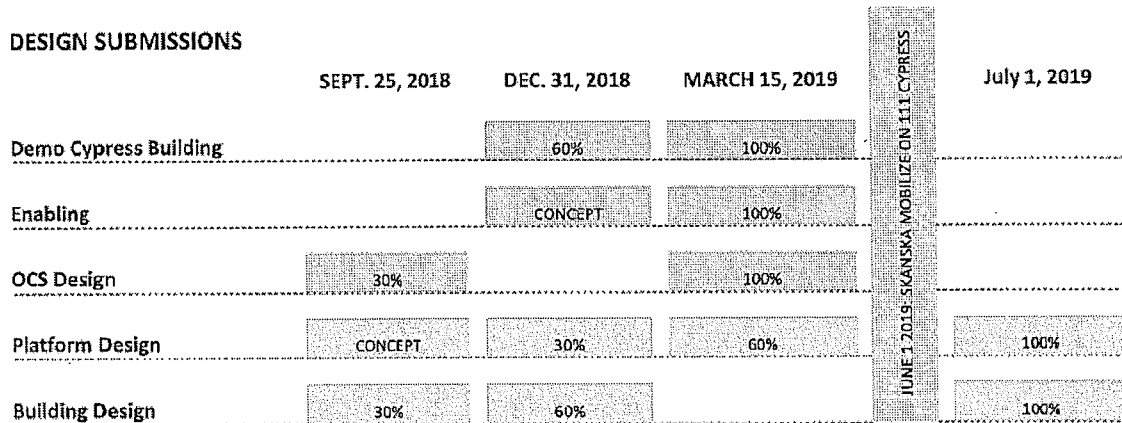
The force account number is based on the following assumptions:

1. Hill International outline submittal date schedule.
2. A crew of one inspector, one engineer, and two maintainers for a minimum five site visits to Brookline Hills Station.
3. Two engineers to review the four design package submissions and attend PDG and departmental meetings.
4. Fiscal Year 2019 loading rates.
5. The force account number will have to be revised if the project design schedule changes.

| TRS MASSACHUSETTS BAY TRANSPORTATION AUTHORITY | | | | | | | | | |
|--|------|-------|------|---|-------------|------------|-------------|----------------|----------------|
| COST ESTIMATE DETAIL | | | | | | | | | |
| Description: DESIGN SUPPORT FOR NEW BROOKLINE HIGH SCHOOL BUILDING AT BROOKLINE HILLS STATION TRS SUPPORT IS OPEN TO AREAS 324, 341, AND 324 TO SUPPORT PROJECT DESIGN | | | | | | | | | |
| | | | | | Grant: | | Work Order: | | |
| MATERIALS/SERVICES ESTIMATE | | | | | | | | | |
| LABOR ESTIMATE | | | | | | | | | |
| Object | Mode | Dept. | Loc. | Job Function | Reg. Hours | O.T. Hours | Rate | TOTAL ESTIMATE | TOTAL ESTIMATE |
| 5128999 | 01 | 341 | 004 | Overtime Engineer | | 96 | \$77.50 | \$7,440.00 | \$0.00 |
| 5129000 | 02 | 341 | 005 | 1st Class Repairer | | 160 | \$68.07 | \$10,891.20 | \$0.00 |
| 5129000 | 02 | 341 | 005 | Wireperson/Splicer | | 80 | \$76.12 | \$6,089.60 | \$0.00 |
| | | | | Total Overtime | | 336 | | \$24,420.80 | \$0.00 |
| | | | | Total Straight Time Labor | | | | \$0.00 | \$0.00 |
| | | | | Total Overtime Labor | | | | \$24,420.80 | \$0.00 |
| | | | | Fringe Benefits - Straight Time @ 81.31% | | | | \$0.00 | \$0.00 |
| | | | | Fringe Benefits - Overtime @ 10.37% | | | | \$2,532.44 | \$0.00 |
| | | | | Total Materials (see breakdown opposite) | | | | \$0.00 | \$0.00 |
| | | | | CSA - All costs (except OT Labor) @ 0.63% | | | | \$0.00 | \$0.00 |
| | | | | CSL - Straight Time Labor @ 13.91% | | | | \$0.00 | \$0.00 |
| | | | | TOTAL COST | | | | \$26,953.24 | \$0.00 |
| | | | | Submitted By: | Jack Martin | | 2/12/2019 | | |

FORCE ACCOUNT AGREEMENT
by and between
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
and
TOWN OF BROOKLINE, MA

EXHIBIT B
Proposed Design Submission Schedule



As provided by Town of Brookline