

To: Thomas Finnegan, Hill International  
From: Nancy Dickson, Ridgeline Energy Analytics  
Cc: Tom Tracy, Steven Magoon, Brian Wyncoop, City of Watertown;  
Matt Piantedosi and David Korn, Ridgeline Energy Analytics  
Date: April 11, 2023  
Re: Scope of Work: PV System Construction Supervision and Inspection at Lowell Elementary School in  
Watertown, MA

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Ridgeline Energy Analytics proposes to provide the City of Watertown and Hill International ongoing guidance and review of the new solar installation at the Lowell Elementary School, located at 175 Orchard Street in Watertown, MA. We will complete the scope of work below and report our findings.

### **Scope of Work**

We will provide ongoing guidance and review of the new 196.2 kWdc solar PV installation at the Lowell Elementary School to ensure conformance with Massachusetts Electrical Code (MEC) requirements, the approved system design, and good installation practices. Site visits and reviews will be a combination of in-person, virtual via a video communication platform, and photo.

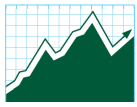
Ridgeline will be responsible for the following:

- Travel to and from the inspection site.
- Conducting a visual inspection of all safely accessible portions of the completed PV system that includes compliance with relevant codes and standards, workmanship, and any factors that may impact the safety or productivity of the PV system.
- Providing a detailed shading analysis to determine the total solar resource fraction (TSRF) of each array location.

We understand that the client will be responsible for providing safe access to all system components to be inspected.

### **Deliverables**

- Within 2 business days after each review, a brief summary memo will be provided with any findings or notes.
- Final inspection report outlining any findings, delivered within 10 business days after final onsite inspection or receipt of final resolution.
- (Upon request) File transfer of any site visit photos, using Dropbox or equivalent means.



**Budget**

We propose to provide the scope of services on a time and materials (T&M) basis with our standard hourly rates as shown in Table 1. Onsite reviews in Watertown will be billed a minimum of 1.5 hours. Table 2 provides an estimate of hours for each task. Should additional work be required, we will provide a budget estimate for each task.

Name, Title	Rate
Matt Piantedosi, Senior Solar Energy Consultant	\$207
Sarah Andrade, Master Electrician	\$190
Greg Goodyear, Engineer II	\$165

Table 1. Ridgeline Standard Hourly Rates

Task Number	Scope	Timeline	Deliverable	Anticipated Budget
1	Electrical Design Review	1 week	Memo outlining any findings from review of PV design documentation.	\$2,070
2	Ongoing Guidance and Installation Review	8 weeks	Summary memo with any findings from review	\$5,796
3	Final Inspection and Report	2 weeks	Final report based on all findings and any corrections	\$3,726
<b>Total Anticipated Budget:</b>				<b>\$11,592</b>

Table 2. Task Budget

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If the above scope of work and budget are agreeable, we ask that you provide your signature below. Attached are our standard terms and conditions.

**Ridgeline Energy Analytics, Inc.**

By: \_\_\_\_\_  
Nancy M. Dickson, President

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

**CLIENT:**

**Town of Watertown**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



## Standard Terms and Conditions

Upon acceptance by Client of Ridgeline's proposal, Ridgeline shall perform the services described in this proposal ("Services") in accordance with the following terms and conditions, which form the basis of the agreement between the parties, ("Agreement").

### 1. Compensation

Client will compensate Ridgeline on a time and materials or fixed price basis as specified in Ridgeline's proposal.

#### A. Time and Materials

- i. Ridgeline will use all commercially reasonable efforts to complete the Statement of Work within the estimated cost specified in its proposal. Ridgeline will not continue performance or incur obligations beyond the estimated cost without Client's authorization of additional funds to cover such continued performance.
- ii. Professional Staff: Ridgeline will furnish Services at its standard hourly rates at the time Services are provided. Hours in excess of eight per day will be charged at the standard hourly rate without premium.
- iii. In the event that the period of performance exceeds one year and Ridgeline's fee schedule changes during that year, Ridgeline may increase its hourly rates to its new fee schedule, provided that the percentage increase shall not be more than five (5) percent annually. The adjusted fee schedule shall be applied to all Services provided after the effective date of the fee schedule.
- iv. Other Services and Costs: Expenses incurred by Ridgeline which are necessary for the completion of the Services including, but not limited to, travel and subsistence, supplies and services obtained from third parties, applicable taxes, postage, print, or computer services, are reimbursable at Ridgeline's cost plus applicable administrative fees as outlined in the Services.

#### B. Fixed Price

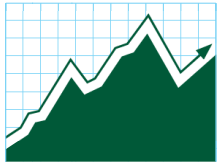
- i. Services Specified: Ridgeline will deliver the Services specified in the Statement of Work on a fixed price basis. If the fixed price is specified to include only professional services, expenses will be billed in accordance with paragraph 1.A.iv above.
- ii. Additional Services: Client shall pay for any additional services in addition to Services specified in the proposal outside the Services on a time and materials basis as outlined in paragraph 1.A above.

#### C. Payments

- i. Invoices for time and materials Agreements are rendered monthly based on professional services and expenses furnished by Ridgeline. Invoices for fixed price Agreements are rendered monthly on a percent of completion basis unless a schedule of payment is otherwise agreed upon in writing.
- ii. Client agrees that the periodic billings from Ridgeline to Client will be deemed to be correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of invoice, notifies Ridgeline in writing of alleged errors, inaccuracies, or discrepancies.
- iii. Invoices are payable net 30 from date of invoice. Any invoiced amount for which Ridgeline does not receive timely payment may be subject to a late charge, at the lower of 1.5% per month or the highest rate then permitted by law.

### 2. Ownership and Rights in Work Products

- A. Drawings and other documents specifically prepared by Ridgeline under this Agreement which are delivered to Client shall be the property of Client. Ridgeline may retain copies for information and reference, and any ideas or concepts developed by Ridgeline shall continue to be owned by Ridgeline. The drawings and specifications shall not be used by Client on other projects nor shall Client make changes in drawings and specifications prepared by Ridgeline without Ridgeline's prior written authorization and agreed to fees. Client agrees to waive any and all claims against Ridgeline resulting in any way from unauthorized alteration, misuse, or reuse of drawings, specifications and other documents originally provided by Ridgeline.
  - B. Where Ridgeline's scope of services includes the use of computer software or tools developed by Ridgeline, Client's ownership rights shall be limited to output data. Ridgeline retains ownership of all underlying
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software including, but not limited to, all improvements, modifications, enhancements and Derivative Works (as defined by 17 U.S.C. §101 et seq.) which relate or refer to the Ridgeline software or tools.

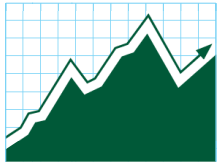
- C. Ridgeline shall have the right to use project data, including databases, in a generic form for, among other things, to enhance and expand the functionality of its analytical tools. Results will not be used in an identifiable form with the exception that the actual results may be used to substantiate Ridgeline's analysis or conclusions if Ridgeline is asked to support its position. All other uses shall be subject to obtaining Client's written permission which shall not be unreasonably withheld.
- D. Unless otherwise agreed to in writing, client shall not use Ridgeline's work product, content, images, or results without attribution to Ridgeline. Client must provide attribution on all materials in a manner acceptable to Ridgeline.
- E. Ridgeline shall have the right to include images of the project and related background information in Ridgeline's marketing materials.

### 3. Terms of Service

- A. Client acknowledges that the Services performed pursuant to this agreement may be based upon observations of field conditions existing at the time the Services were performed. If field or other conditions change, additional clarification, modifications, or other changes to Services may be necessary.
- B. Client acknowledges that Ridgeline is not responsible for the performance of work by third parties including, but not limited to, other consultants and any construction contractors or subcontractors not hired by Ridgeline.
- C. In the event the Client agrees to or permits changes in the documents prepared by Ridgeline, or does not follow recommendations or reports prepared by Ridgeline pursuant to this Agreement, which changes are not consented to in writing by Ridgeline, Client acknowledges that the changes and their effects are not the responsibility of Ridgeline. Client agrees to release Ridgeline from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Ridgeline, its officers, directors, principals, agents, and employees from and against all claims, demands, damages, or costs arising from the changes and their effects.
- D. Client agrees that in accordance with generally accepted construction practices, construction contractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours.

### 4. Warranty, Insurance, Indemnity, Limitation of Liability

- A. Limited Warranty. Ridgeline represents and warrants that the Services provided shall be performed by qualified and competent personnel in accordance with high standards of care and practice appropriate to the industry. Ridgeline further warrants that the Services shall conform to the specifications.
  - B. If Client discovers any breach of warranty with respect to any portion of the Services within one (1) year of the completion of performance of the Services, Client shall promptly notify Ridgeline in writing and Ridgeline shall promptly reperform or correct such portion of the Services. This shall be the Client's sole and exclusive remedy for breach of warranty claims.
  - C. Ridgeline makes no other warranty with respect to the Services, whether statutory, oral, written, express, or implied. Client acknowledges that there are no implied warranties of merchantability or fitness for a particular purpose.
  - D. Ridgeline carries Workers Compensation and Employer's Liability, Comprehensive General Liability, and Automobile Liability Insurance. At Client's request, Ridgeline will provide an insurance certificate. In appropriate circumstances, Client can be named as an additional insured.
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- E. Ridgeline shall not be liable for any special, incidental, or consequential damages. Client agrees to limit the liability of Ridgeline, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort (including negligence), warranty, contract, or strict liability, to the price of the Services provided by Ridgeline under this Agreement.
- F. Each Party shall indemnify and hold harmless the other Party, its employees, officers, agents, and representatives from and against all losses, claims or damages, including attorneys' fees and other expenses reasonably incurred by the Party or its employees in connection herewith, asserted by any person or entity in connection with the Services rendered hereunder, including claims for bodily injury, illness, disease or death and physical property damage and air, subsurface or ground pollution or environmental impairment, or alleged infringement of third party intellectual property rights, arising out of or in any manner relating to the performance of Services hereunder; provided, however, that the Party shall not be so liable to the extent of any gross negligence or willful misconduct on the part of the indemnified Party, its employees, offers, agents or representatives.
- G. Client acknowledges that Ridgeline's Services do not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Ridgeline or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent areas which may affect Ridgeline's services, Ridgeline may, at its option, stop work until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials. Client further agrees to defend, indemnify, and hold harmless Ridgeline, its officers, directors, principals, employees, and agents from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Ridgeline pursuant to this agreement except claims caused by the sole negligence or willful misconduct of Ridgeline.

### 5. Unforeseen Circumstances

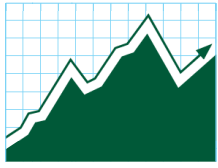
Ridgeline shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, delays in delivery by vendors and strikes or other labor disturbances, failure of Client to furnish timely information or to approve or disapprove of Ridgeline's invoices or work product promptly, and faulty performance by Client or other contractors or governmental agencies. When such delays beyond Ridgeline's reasonable control occur, Client agrees Ridgeline is not responsible for damages nor shall Ridgeline be deemed to be in default of this agreement.

### 6. Announcements and Use of Name

Use of Ridgeline's name in any announcements concerning the project for which Ridgeline's services are performed, for promotional or advertising purposes, or in litigation with third parties, requires Ridgeline's prior written approval.

### 7. Termination

- A. Either party may terminate this Agreement in whole or in part at any time by thirty (30) days written notice to the other. In the event of such termination, Ridgeline shall be compensated in accordance with this Agreement for the services rendered and expenses incurred or committed to prior to the effective date of notice of termination.
  - B. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Ridgeline shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement
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has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

## 8. General

- A. This Agreement, including any appendices attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, between the parties with respect to such subject matter. Different or additional terms contained in documents supplied by Client shall not apply. This Agreement may be modified only by written agreement of Client and Ridgeline and is binding on their respective successors and assigns.
- B. Client will compensate Ridgeline at rates as set forth in paragraph 1.A above if Ridgeline is called upon to testify or otherwise appear on behalf of Client before any court, tribunal or regulatory agency in connection with its work hereunder.
- C. In the event of litigation, the prevailing party shall be entitled to recover reasonable costs including attorneys' fees.
- D. Interpretation, construction and enforcement of this Agreement shall be pursuant to the laws, statutes and regulations of the Commonwealth of Massachusetts.
- E. All sales and use taxes, customs duties, fees for permits, and similar charges applicable to services provided and tangible or intangible items delivered to Client under this Agreement shall be paid by Client in addition to any other fees of Ridgeline. Any such amounts that must be paid directly by Ridgeline shall be reimbursed pursuant to the terms of Paragraph 1.A above.

The rights and obligations of paragraph 2, 4, 6 and 8 shall survive the completion or termination of this Agreement.

*V. 1.0 January 2019*

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