

TOWN OF BROOKLINE
333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE; 10-Sep-19

TO:	Hill International 330 Congress Street Boston MA 02210
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Purchase Order Number
21803106

Vendor Number
53484

PAYMENT AMOUNT
\$40,000.00

BUDGET \$2,664,224.00
BALANCE \$1,610,098.97

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C197		6B0045
	2594C204		524004

FOR: Brookline High School Expansion

Amendment	Date	
4	9/5/2019	Utility Expediter source one

AMOUNT
\$40,000.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

SELECT BOARD

APPROVAL OF:

Bernard W. Greené, Chairman

Benjamin J. Franco

Nancy S. Heller

Heather Hamilton

Raul Fernandez

SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Normen, Assistant Superintendent For Administration and Finance

ATTACHMENT B

CONTRACT FOR PROJECT MANAGEMENT SERVICES

AMENDMENT NO. 3r1

WHEREAS, the Town of Brookline ("Owner") and Hill International, Inc., (the "Owner's Project Manager") (collectively, the "Parties") entered into a Contract for Project Management Services for the Brookline High School Addition and Renovation Project at 115 Greenough Street and 111 Cypress Street, Brookline, MA (the "Contract"); and

WHEREAS, effective as of September 5, 2019, the Parties wish to amend the Contract, as amended:

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 Owner's Project Manager to perform services described in The Scope of Services attached as EXHIBIT A, 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 Owner's Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract thru Amendment #2	Amendment #3r1	Current Contract Total
Schematic Design Phase	<u>\$ 239,994.00</u>	<u> </u>	<u>\$ 239,994.00</u>
Design Development Phase	<u>\$ 414,000.00</u>	<u> </u>	<u>\$ 414,000.00</u>
Construction Document Phase	<u>\$ 420,000.00</u>	<u>\$40,000.00</u>	<u>\$ 460,000.00</u>
Bidding Phase	<u>\$ 209,000.00</u>	<u> </u>	<u>\$ 209,000.00</u>
Construction Phase	<u>\$ 1,256,000.00</u>	<u> </u>	<u>\$ 1,256,000.00</u>
Completion Phase	<u>\$ 125,000.00</u>	<u> </u>	<u>\$ 125,000.00</u>
Total Fee	<u>\$2,663,994.00</u>	<u>\$40,000.00</u>	<u>\$2,703,994.00</u>

This Amendment is a result of: Extending the duration of consultant SourceOne, Inc. (DE) as a Utility Work Order Expeditor for multiple utility coordination needs associated with Eversource and National Grid. Services to extend thru April, 2020 _____

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$137,600,000.00</u>
Amended Budget	<u>\$137,600,000.00</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>Substantial Completion t.b.a.</u>
Amended Schedule	<u>Substantial Completion August 30, 2021</u>

5. SourceOne's scope of services is proposed to be extended for approximate 8-month duration on a Time and Material Basis or a Not to Exceed value of \$40,000. Although SourceOne will continue to help our project team communicate/coordinate work order application, as well as our project schedule dates to Eversource and National Grid, they cannot guarantee that those utility companies

will comply to the project's schedule because the utility companies are solely responsible for their own schedules.

6. Notwithstanding any other terms and conditions set forth in the Contract or any amendments thereto, the Parties hereby agree and acknowledge that the Owner's Project Manager is entering into an agreement with SourceOne, Inc. (DE) solely at the request of and for the benefit of the Owner. The Owner's Project Manager makes no representations, warranties or guarantees as to the outcome of SourceOne, Inc. (DE)'s work. Additionally, the Owner will not hold the Owner's Project Manager responsible and/or liable for any actions or inactions of SourceOne, Inc. (DE); nor will any of the indemnification and/or insurance provisions set forth in the Contract for the benefit of the Owner apply with respect to the work being performed by SourceOne, Inc. (DE).
7. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager have caused this Amendment to be executed by their respective authorized officers.

OWNER

(print name)

(print title)

By _____
(signature)

Date _____

OWNER'S PROJECT MANAGER

Joseph A. Naughton
(print name)

Senior Vice President
(print title)

By _____
(signature)

Date 9-5-19

HILL
Hill International

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

EXHIBIT A

September 5, 2019

Mr. Raymond Masak, P.E.
Project Manager
Town of Brookline
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

Re: *Brookline High School Project*
Hill International, Inc. – Amendment No. 3r1

Dear Ray:

Previous Amendment #2 for utility coordination services provided by SourceOne was originally limited to 4-months in duration. SourceOne has been able to provide the services required to date thru actual 5-month duration within the previous Amendment #2 NTE \$26,000. We have made progress with SourceOne being our project team's liaison/point of contact to Eversource and NGrid and established approximately (12) separate Work Orders (WO) between both Utility companies for various parts of the project needs. To date, at least (3) WOs have been completed onsite. However, remaining WOs are still in various stages of design with the utility companies and there's on-going communication to monitor their progress and obtain utility backcharge fees.

In this Amendment #3r1, we are proposing to further extend SourceOne's service for an additional \$40,000 NTE through duration ending April, 2020 as we estimate all WO designs and utility backcharges should hopefully all be received from the utility companies by that point in the project and the work onsite scheduled.

PS – In order to avoid confusion and maintain sequential order to the Amendments, we have labeled this current request as Amendment #3r1. The previously submitted Amendment #3 dated 8/8/19 for proposed Hill staffing adjustments will be revised and reissued in near future as Amendment #4 instead, after co-Chair comments are received.

Very Truly Yours,



Andy Felix
Project Director

attachments

cc: file: A4-01



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

PREPARED FOR:
Town of Brookline Building Department
Proposal # 19-P03-185-A



PREPARED BY:
SourceOne, Inc.
53 State Street, 12th Floor
Boston, MA 02109
Phone: 617.399.6100
www.sourceone-energy.com

August 27, 2019

Andy Felix
Project Director
Hill International, Inc.
AndyFelix@hillintl.com
617-293-7104

RE: Amendment to Brookline High School Expansion Project – Electric and Gas Utility Coordination Services Agreement

Dear Mr. Felix,

SourceOne is pleased to have support the Brookline High School Expansion related to the electrical and natural gas system design and work orders and with Eversource and Ngrid and the project team.

The initial agreement commenced in March of 2019 and was anticipated to cover 4 months contained a not to exceed amount of \$26,000 we with the help of Hill International were able to make this amount last 5 months. This amendment is to add \$40,000 to the Not to exceed limit which we anticipate to continue the current level of support into April of 2020.

SourceOne has the experience and depth of knowledge to lead the efforts and be the single point of contact with Eversource and NGrid 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.

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:

Ray Masak, Project Manager, Town of Brookline Building Department
Donna Camiolo, VP, Hill International, Inc.

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.

Proposed Scope of Work

Electric and Gas Utility Coordination

- ***Utility Work Process Management***
 - Provide a single point of contact with Eversource and NGrid 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.

Pricing

SourceOne will execute the tasks outlined in this proposal on a Time and Materials Basis Not to Exceed \$40,000 for continued support anticipated through April of 2020 with continuing at the current level of support in accordance with the hourly fee schedule list below.

Note: time frames and critical nature of coordination are acknowledged by SourceOne however we **cannot** make any representations that this schedule will be adhered to by the utilities. NGrid and Eversource are solely responsible for schedules.

Notes:

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

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 Hill International, Inc., 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.

Hill International, Inc

SourceOne, Inc. (DE)

Signature

Signature

Name

Jack Griffin

Name

Title

Vice President General Manager Boston

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.

