



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

May 11, 2016

City Council President Linda Morad
Honorable Members of the City Council
City Hall
New Bedford, MA 02740

Re: Extension of Source One Contract

Dear Council President Morad and Honorable Members:

I am submitting herewith for your consideration a proposed Order approving extension of the Source One Consultant contract term beyond 3 years. Contract terms that extend beyond 3 years have to be approved by City Council under Chapter 30B. The Source One contract originally was for one-year and has been extended annually, since the need for their expertise in developing the city's energy program remains. This will be the 4th year of their contract.

Scott Durkee, the city's Energy Director, highly recommends Source One and confirms that their performance under the city contract has been exemplary. Scott will be available to answer any questions you may have regarding their performance over the past 3 years.

Thank you for your assistance in this matter.

Very truly yours,



Jonathan F. Mitchell, Mayor

Enc. Copy of Source One contract, Change Order, and Order

MEMORANDUM

To: Mayor Mitchell
Cc: Neil Mello, Ari Sky, Ron Labelle
From: Scott Durkee
Date: 5.13.16
RE: Request for Source One contract extension

In 2013, the City embarked on an energy performance savings contract. An energy savings performance contract (ESPC) is a special contracting tool that allows building owners to pay for energy efficiency upgrades out of the energy cost savings guaranteed by the contractor. The ESPC will be performed in three phases with the first phase underway.

The City's first step in the process was to hire an "Owner's Agent" to protect our interests and provide project oversight, an independent expert sitting on the municipality's side of the table at critical decision points such as finalizing contract language, selecting projects, specifying equipment requirements, confirming proper installation and operation, and verifying savings.

The scope for our owner's agent's role includes: • Providing support during contract review for minimizing risk to the City • Reviewing proposed project list and pricing and savings estimates • Reviewing proposed measurement and verification protocols • Technical and Value engineering for design submittals and proposed equipment to insure City is getting the best and appropriate value for its spend • Observing systems commissioning and testing during construction • Verifying that documentation is complete and that staff receives proper training.

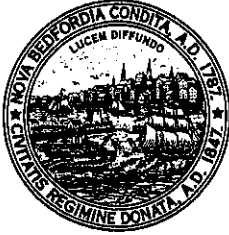
Source One was selected as our Owner's Agent in 2013 and given a three year contract. Their contract expires in June, 2016.

Source One has been invaluable as we have gone through this process. They were instrumental during the contract negotiations with Siemens, their in-depth understanding of appropriate measurement and verification protocols, their ability to provide critical value engineering to the design processes for our larger projects has ensured New Bedford is getting the "best bang for the buck" and the QA/QC site visits to ensure construction completeness and deficiency item tracking for closeout verification has made sure that the City is getting what it has paid for. Their overall detailed oversight of the complex aspects of the project provides additional confidence that New Bedford will realize the guaranteed savings submitted by Siemens.

We are half way through Phase One and expect to begin Phase Two within the next few weeks. In our interactions with Siemens leading up to Phase One implementation and during, Source One, and specifically Shaun Selha, have been instrumental in creating the foundation of expectations the City has for all Siemens activities. Keeping the team intact as we finalize Phase One and move onto Phase Two is important. Having to go out with another RFP would put a short-term hold on finalizing Phase One and the beginning of Phase Two.

I would request that City Council is asked to extend the Source One contract for another 3 years.


Scott Durkee



CITY OF NEW BEDFORD

CITY COUNCIL

May 26, 2016

Ordered, that, pursuant to M.G.L. C. 30B, Section 12 (b), the contract between Source One, Inc. and the City of New Bedford for Energy Management Services (Contract No: 13434311), hereby may be extended for a term exceeding 3 years.

M.G.L. C. 30B, Section 12 (b) states: "(b) Unless authorized by majority vote, a procurement officer shall not award a contract for a term exceeding three years, including any renewal, extension, or option."

**CITY OF NEW BEDFORD
STANDARD CHANGE ORDER FORM (CONSULTANT)**

Agreement Number: 14-434-311	Consultant: SourceOne, Inc. (DE)
Project Name: Energy Management Services	Original Agreement Date: 07-01-2013
Change Order #: 6 Change Order Date: June 30, 2016	Account Number: 03400000 - 520300
Change to Agreement Is As Follows: Extend contract term from July 1, 2016 to June 30, 2017	

Not valid until signed by Consultant, Dept. Head, Auditor, Purchasing Dept., Solicitor, and Mayor

Original Agreement Amount	\$ 44,950.00
Net change by prior Change Orders	\$ 84,591.50
Agreement Sum prior to this Change Order	\$ 129,541.50
Net change by this Change Order	\$ 00.000
New Agreement Sum including this Change Order	\$ 129,541.50
Agreement Term Adjustment	Plus (1) Year
New Agreement Completion Date	June 30, 2017

Consultant: SourceOne, Inc. (DE)	CITY OF NEW BEDFORD, MASSACHUSETTS
By: John Griffin Title: Vice -president	By: Jonathan F. Mitchell Title: Mayor
CERTIFIED that funds are available	DEPT. Public Infrastructure
By: Brennan Morsette Title: Acting City Auditor	By: Ronald H. Labelle Title: Commissioner
APPROVED as to Form and Legality	PURCHASING DEPARTMENT
By: Shannon Shreve Title: Counsel II	By: Debra Travers Title: Chief Procurement Officer
CFO Ari Sky	

The parties acknowledge that they have read and understand this Change Order and agree to be bound by its terms. The parties further agree that the complete and exclusive agreement between the parties relating to the services described herein consists of this Change Order. This Change Order supersedes all proposals or other prior acknowledgements, oral or written, and all other communications between the parties relating to this subject. This Change Order is an amendment to the original Agreement between the parties, and all Agreement provisions shall apply, unless specifically exempted.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF NEW BEDFORD
AND
SOURCEONE, INC. (DE)**

WHEREAS, the **CITY OF NEW BEDFORD, MASSACHUSETTS**, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the "City," acting by and through its Department of Public Infrastructure's Energy Office, seeks a qualified energy consultant to act as an Energy Management Services Consultant for the City's Energy Management Services Contract (EMSC), a comprehensive, performance-based, multi-year Energy Conservation Project.

WHEREAS, SourceOne, Inc. (DE) a corporation with offices at 53 State Street, 14 Floor, Boston, MA 02109, hereinafter referred to as the "Consultant," has submitted a proposal to perform the Scope of Services described herein on Appendix "A" and undertake related duties and responsibilities required under this Agreement; and

WHEREAS, the Consultant's proposal indicates that it is qualified by experience and training to perform said Scope of Services and undertake the duties and responsibilities required under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Consultant hereby agree as follows:

This Agreement is comprised of Parts I and II and includes those documents described in Paragraph 34 of the Terms and Conditions, including all appendices, attachments, submitted

documents and/or documentation, addenda, and all documented negotiations relevant to the Agreement. Part I includes details regarding the Scope of Services, Schedule, and Budget. Part II contains Terms and Conditions, which are the general terms and conditions of this Agreement between the City and Consultant.

PART I SCOPE OF SERVICES

The complete Scope of Services, Schedule, and Budget for performance of the Scope of Services are contained herein in Appendixes A, B and C, respectively. The Scope of Services, Schedule, and Budget may be modified by agreement of the City and Consultant, providing any such modification complies with applicable law. Consultant shall perform all TASKS required under the Scope of Services in accordance with this Agreement.

PART II TERMS AND CONDITIONS

The City's engagement of the Consultant is under the following terms and conditions that form an integral part of this Agreement:

1. **Scope** The Scope of Services, Schedule, and Budget encompass the entire time of performance of the Agreement regardless of whether the term exceeds one (1) year.
2. **Prices; Term** All prices contained in the Budget attached hereto as Appendix C shall remain the same throughout the term of the Agreement.
3. **Services Actual Amount** The services required for the proposed contract are an actual amount.
4. **Appropriation; Termination** The City may terminate this Agreement if funds are not appropriated to support continuation of performance beyond the first year.
5. **Payment Responsibility** Payment to Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
6. **Commencement** All schedules set forth in the Scope of Services commence upon the execution of this Agreement.
7. **Compensation** The City will compensate Consultant for the satisfactory performance of the TASKS included in the Scope of Services as agreed upon in Appendix A. Compensation will be based on the proposed price to perform the respective TASK. Total compensation for all services rendered by the Consultant under this Agreement shall not exceed **\$45,000.00**, unless authorized by a change order duly executed by Consultant and the City.

8. **Invoices** Consultant shall submit a monthly invoice no later than the 15th day of each month for services rendered the previous calendar month. Invoices shall include an attached progress report clearly describing the monthly and cumulative progress for each TASK. Where applicable, invoices shall include a description of services provided, labor categories, and for each labor category the hourly rate(s) and number of hours billed. The City will compensate Consultant for each TASK, or percentage thereof, completed during the invoiced month. The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice. The City shall give prompt written notice of any disputed invoice amount and shall pay the amount not in dispute.

9. **Insurance** Consultant agrees to carry the following insurance, with the City clearly designated as additional insured, during the term of this Agreement. Prior to execution of the Agreement, Consultant shall provide proof of the following coverage:

- Workers Compensation and Employer's Liability Insurance in compliance with statutory limits;
- Liability Insurance with \$1,000,000 General Liability Coverage
- \$2,000,000 General Aggregate Liability coverage
- \$3,000,000 Excess Liability coverage
- Certificate of Errors and Omissions Insurance will also be required with \$1,000,000 minimum coverage
- Automobile Liability Insurance including non-owned and hired automobiles with combined single limit of \$1,000,000 per accident

Prior to execution of this Agreement, Consultant will furnish certificates of insurance evidencing the above coverage to the City for the City's review and approval.

10. **Indemnification** Consultant, for itself and for its agents, servants, employees, and subcontractors, agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent of its applicable insurance coverage and to the extent that such judgments, losses, damages or expenses result from the negligent acts, errors, or omissions of the Consultant and/or its agents, servants, employees, or subcontractors and arise out of its performance of services under this Agreement.

11. **Delays** Consultant shall not be responsible for failure to perform or for delays in the performance of services that arise out of causes beyond the control and/or without the fault or negligence of Consultant. Consultant shall notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.

12. **Services for Use of City** Consultant's services will be performed on behalf of and solely for the benefit and exclusive use of the City and the City's agents and designees for the limited purpose set forth in the Agreement. The City acknowledges that Consultant's services require decisions that are not based upon science, but rather upon judgmental considerations.

13. **Ownership and Use of Documents** All documents prepared or received by Consultant in its performance of this Agreement, including all drawings, designs, specifications, notes, field notes, computer files, data and other documents shall be delivered to and become the property of City. Consultant agrees not to assert any rights or establish any claim under patent, copyright or other laws with respect to the City's ownership of said documents and hereby grants the City an irrevocable royalty-free license to all such documents, including the right to use them on any other City projects without additional cost to the City. Consultant bears no responsibility whatsoever for reuse by the City of documents prepared under this Agreement for any other purpose than originally intended, and the City agrees to defend, indemnify, and hold harmless Consultant from all claims, damages and expenses (including reasonable litigation fees and costs) arising out of such reuse or alteration by the City or others acting through the City. Consultant shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of this Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material or publication through any medium of communication. If the Consultant, or any of its officers, agents, employees or subcontractors, publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the publication.

14. **Confidential Information** Consultant acknowledges that it may receive confidential information as it provides services under this Agreement and agrees that neither it nor its employees, officers, agents, attorneys, subcontractors or other representatives, however described, shall discuss, relay, transmit or otherwise divulge such information in person or by print or electronic media, whether by telephone or e-mail, with or to any person who is not privileged to receive such information by virtue of this Agreement or applicable state or federal law, statute or regulation.

15. **Independent Contractor** Consultant is an independent contractor, solely responsible for methods and means used in performing the services under this Agreement, and is not an employee, agent, or partner of the City. Consultant is not authorized to enter into any agreement with any party on behalf of the City.

16. **Certifications** Consultant certifies under the pains and penalties of perjury pursuant to M.G.L. c. 62C, § 49A that the Consultant has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and pursuant to M.G.L. 151A, § 19A(b), has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, M.G.L. c. 152. The Consultant also represents that he is qualified to perform all services required under this Agreement and has obtained all requisite licenses and permits to perform these services.

17. **Appropriations; City's Obligations** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The

fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement is executed are subject to appropriation by the City of funds sufficient to discharge the City's obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately upon the Consultant's receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Consultant's yearly costs, as contained herein, may not exceed the amount appropriated for the year.

18. Records; Inspection The Consultant shall maintain books, records and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The City, or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Consultant which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, reviews, and copying of records.

19. Notices Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail to Jack Griffin, Vice President, SourceOne, 53 State Street, 14 Floor, Boston, MA 02109 for the Consultant and Ronald Labelle, Commissioner, City of New Bedford Department of Public Infrastructure, 1105 Shawmut Ave., New Bedford, Massachusetts 02746, with a copy to John A. Markey, City Solicitor, 133 William Street, New Bedford, Massachusetts 02740, for the City.

20. Representations; Reliance In entering into this Agreement, the City and Consultant have relied only upon the representations set forth herein. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the City or Consultant relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between the City and Consultant.

21. No Inducement Consultant certifies that neither it nor any of its employees, agents, officers, attorneys, subcontractors or representatives, however described, has given, offered or agreed to give any person, corporation or other entity any gift, contribution, offer of employment or other reward as an inducement for, or in connection with, the award of this Agreement.

22. Solicitation Consultant certifies that no person, corporation or other entity, other than a bona fide full-time employee of Consultant, has been retained or hired by Consultant to solicit for or

in any way assist Consultant in obtaining this Agreement upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the Agreement to Consultant.

23. **Accounting** Consultant agrees to maintain internal accounting controls and permit the City to view its audited financial statements in camera at Consultant's offices upon city's request.

24. **Waivers** A waiver by either the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Agreement in any form or manner by either the City or Consultant shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

25. **Invalidity; Severability** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26. **Termination for Cause** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure its failed performance or to submit a plan for such cure acceptable to the other party. All notices hereunder shall be delivered by certified mail, return receipt requested.

27. **Termination for Convenience** The City may terminate or suspend performance of this Agreement for the City's convenience upon Consultant's receipt of written notice from the City. Consultant shall terminate or suspend performance on a schedule acceptable to the City, and the City shall pay Consultant for all the services performed through and including the date of Consultant's receipt of such notice. Upon restart, if performance is suspended hereunder, an equitable adjustment may be made to Consultant's compensation and schedule. An equitable adjustment shall not apply to work suspended or terminated due to Consultant's failure to perform in accordance with the terms of this Agreement. Upon termination of this Agreement, with or without cause, Consultant shall, within 14 days, submit to the City all documents and information, as described in Paragraph 13 above herein, in its possession, and shall submit final payment invoice information. The City shall not make final payment until Consultant submits all said documents and information. The City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.

28. **Dispute Resolution** The City and Consultant agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve by the dispute by direct negotiation or mediation. Any dispute that cannot be resolved by this negotiation will be submitted to mediation conducted in accordance with the current Industry Mediation Rules of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ARD) as they may mutually agree upon. City and Consultant agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them, and any party elects thereafter to institute legal proceedings, the forum for any such action relating to this Agreement shall be in courts located in the Commonwealth of Massachusetts, either state or federal.

29. **Successors and Assigns** The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

30. **Assignment; Transfer of Ownership** Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. The City reserves the right to terminate this Agreement by written notice in the event of a sale or transfer of ownership in the Consultant's business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Further, except as noted in the Scope of Services, Consultant shall not subcontract for any service or portion thereof to be rendered under this Agreement without the prior written consent of the City.

31. **Project Manager** Consultant's Project Manager shall be available to direct and coordinate activities of the project to ensure that the project progresses on schedule and within the prescribed budget. Any change in Project Manager assigned to the City by Consultant requires the written approval of the City or its designee.

32. **Staffing** Consultant agrees to staff the project with a sufficient number of qualified personnel ("Project Team") to assure at all times effective and timely management, administration and superintendence with respect to the services to be provided by Consultant under this Agreement. The City may require replacement of any member of the Project Team and may require increased levels of staffing by Consultant if necessary to achieve proper management, administration, and superintendence. Consultant shall not replace members of the Project Team without prior written consent of the City which consent shall not be unreasonably withheld.

33. **Laws Governing Consultant** N/A

34. **Entire Agreement** This Agreement, together with all Attachments, Appendices, Addenda (if applicable), the Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of

Corporate Agreements, and Certificate as to Payment of State Taxes constitute the entire Agreement between the City and Consultant and supersede all prior written or oral understandings. This Agreement and said Attachments, Appendices, Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements and Certificate as to Payment of State Taxes may only be amended, supplemented, modified or canceled by a written instrument duly executed by the City and Consultant.

35. **Governing Law** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, unless otherwise specified.

36. **Paragraph Headings** The paragraph headings in this Agreement are for convenience of reference only and in no way define, increase or limit the scope or intent of any provision of the Agreement.

37. **Authorized Signature** The undersigned individual, who has signed and executed this Agreement on behalf of Consultant, hereby: 1) represents, warrants, and certifies to the City of New Bedford that he/she is authorized by Consultant to sign and execute this Agreement on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; 2) acknowledges that the City of New Bedford is relying upon such representation, warranty, and certification and will be damaged thereby if he/she is not so authorized; and, 3) agrees to indemnify and hold harmless, personally and in his/her own stead, the City of New Bedford, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she is not so authorized.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT AS OF THE _____ DAY OF _____, 2013.

SOURCEONE, Inc. (DE)

By: [Signature]
Title: VP & FM- BOSTON

CITY OF NEW BEDFORD,
MASSACHUSETTS

By: [Signature]
Title: Mayor

CERTIFIED that funds are available

By: [Signature]
Title: Lynn Gaspar
Acting City Auditor

DEPT. OF PUBLIC INFRASTRUCTURE

By: [Signature]
Title: Ronald H. Labelle
Commissioner

Approved as to Form and Legality

By: [Signature]
Title: Shannon Shreve
Counsel II

PURCHASING DEPARTMENT

By: [Signature]
Title: Debra Travers
Chief Procurement Officer

APPENDIX A

SCOPE OF SERVICES

The Awarding Authority intends this Project to include a holistic, comprehensive approach in outlining a strategy to address the range and options of the various energy efficiency pathways, measures and services including the design and installation of systems and/or maintenance programs to conserve energy and/or shift energy loads to on-site renewable power sources, including, without limitation, (a) performance-contracting utility-demand reduction projects, (b) leveraging the Utility DSM programs and services (c) innovative project financing, (d) innovative project funding (e.g., sale of RECs or GHG credits or sale of efficiency benefits on the ISO New England Forward Capacity Market), (e) the installation or modification of new and existing equipment to reduce energy and water consumption associated with heating, ventilation, and air conditioning systems, lighting systems, building envelopes, domestic hot water systems, LED technology for buildings and streetlights, and other energy and water using devices, (f) proactive maintenance and service programs and City staff training if deemed appropriate (g) a metering and sub-metering strategy where and when appropriate, (h) information technology deployed citywide to capture both utility as well as renewable usage, and (i) work associated with monitoring and verifying project savings and the study and/or design of the subject work.

Consultant shall provide the following services in accordance with this Agreement:

The Energy Management Services Consultant (Owner's Agent) will support the Objective outlined above and will include the tasks outlined below, as well as other tasks that may be warranted and added over the course of the Energy Management Services Consultant contract.

A. Phase 1

- 1) Assist with the development of the multi-year strategy and outlining details in support of that strategy;
 - a. Develop a "Roles and Responsibilities" matrix/template for the Project Team
 - b. Review Comprehensive Energy Management Services (EMS) RFQ proposal specifications for completeness, accuracy, and content.
 - c. Coordinate and consolidate existing documentation on thirty-three (33) buildings/facilities covered in EMS RFQ.
 - d. Evaluate existing facility energy use, energy efficiency, and performance metric data for accuracy or potential calculation errors.
 - e. Develop and log meeting minutes for each project team meeting.
 - f. Conduct site visits of thirty-three (33) building/facilities covered in EMS (RFQ) with city employee(s).
 - Conduct high-level assessment of potential energy conservation measures that could be enacted.
 - Review operational and maintenance history of facility with city employee(s).
 - Review existing utility infrastructure and energy distribution systems.

- Produce high-level walkthrough review documents that notes facility specific information and potential ECM's.
- g. Research utility/state/federal programs, incentives, and grants that may be available to the city for the implementation of ECM's.
- h. Develop an ftp site that will not only serve as central repository for existing facility documentation, but for SourceOne walkthrough assessments, ESCO firm evaluations, meeting minutes, etc.

B. Phase II

- 2) Provide guidance as the City team reviews the ESCO proposals and assist through the selection process.

STAFFING

Mr. Shaun Selha will be SourceOne's Project Manager. Mr.'s Jack Griffin and Jim Koontz will provide senior review of documents produced.

APPENDIX B SCHEDULE

Consultant shall commence work under this Agreement upon receipt of a notice to proceed from the City and shall proceed at the City's direction.

APPENDIX C BUDGET

Consultant shall conduct the work described in Tasks 1 through 2 for a contract price not-to-exceed **\$45,000**, broken down as follows:

Estimated Costs			
Rate Category	Rate/hr	Hours	Total
Vice President	\$215	15	\$3,225
Project Manager	\$160	80	\$12,800
Director/Subject Matter	\$155	20	\$ 3,100
Project Engineer	\$135	80	\$ 10,800
Engineer	\$125	100	\$ 12,500
CAD Operator	\$90	10	\$ 900
Administrative Assistant	\$65	15	\$ 975
Staff	\$65	10	\$650
TOTAL			\$44,950

City shall not be responsible for expenses incurred by Consultant in its performance of this Agreement, including without limitation travel, materials, and supplies, reproduction, and other items directly related to Consultant's performance. Consultant agrees that all expenses associated with its performance of this Agreement have been incorporated into the contract amount of \$45,000.00 set forth herein.

Consultant will provide to City regular project updates with regard to performance of the Scope of Work and budget status.

Additional services requested by the City shall be authorized by a change order duly executed by Consultant and the City.

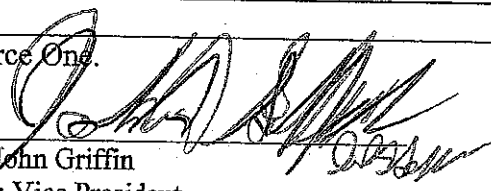
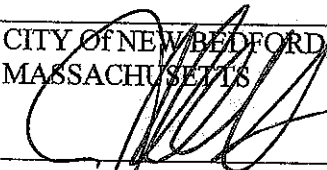
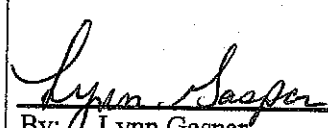
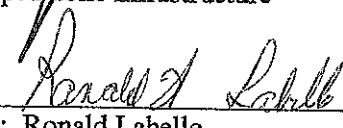
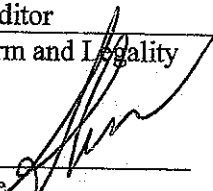
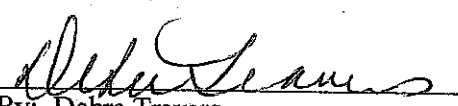
Purchasing

**CITY OF NEW BEDFORD
STANDARD CHANGE ORDER FORM**

Contract or P.O. Number: 1434311	Vendor: Source One
Project Name: Energy Management Services Phase 1	Original Contract or P.O. Date: 07/01/2013
Change Order #: 1 Change Order Date: Oct 2, 2013	G/L Account Number: 03400000520302
Contract Change Is As Follows: The City of New Bedford has increase the number of sites that will be included in the overall project, thus resulting in the need for the increase in cost	

Not valid until signed by Vendor, Dept. Head, Auditor, Purchasing Dept., Solicitor, and Mayor

Original Contract Amount	\$ 44,950.00
Net change by prior Change Orders	\$ 0.00
Contract Sum prior to this Change Order	\$44,950.00
Net change by this Change Order	\$ 30,000.00
New Contract Sum including this Change Order	\$ 74,950.00
Contract Term Adjustment	N/C
New Contract Completion Date	N/C

Source One.  By: John Griffin Title: Vice President	CITY OF NEW BEDFORD, MASSACHUSETTS  By: Jonathan F. Mitchell Title: Mayor
Certified that funds are available  By: Lynn Gaspar Title: Acting City Auditor	Dept Public Infrastructure  By: Ronald Labelle Title: Commissioner
APPROVED as to Form and Legality  By: Shannon Shreve Title: Counsel II	PURCHASING DEPARTMENT  By: Debra Travers Title: Chief Procurement Officer


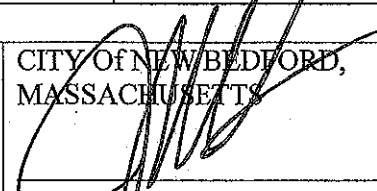
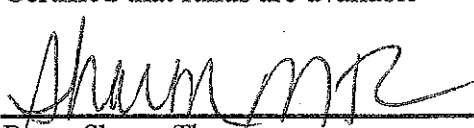
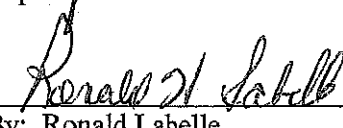
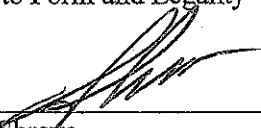
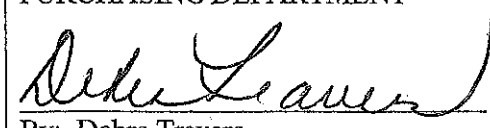
The parties acknowledge that they have read and understand this Change Order and agree to be bound by its terms. The parties further agree that the complete and exclusive agreement between the parties relating to the services described herein consists of this Change Order. This Change Order supersedes all proposals or other prior acknowledgements, oral or written, and all other communications between the parties relating to this subject. This Change Order is an amendment to the original contract between the parties, and all contract provisions shall apply, unless specifically exempted.

**CITY OF NEW BEDFORD
STANDARD CHANGE ORDER FORM**

Contract or P.O. Number: 13434311	Vendor: Source One
Project Name: Energy Management Services	Original Contract or P.O. Date: 07/01/2013
Change Order #: 2 Change Order Date: June 18, 2014	G/L Account Number: 03400000520302
Contract Change Is As Follows: Increase in cost was underestimated for phase I of this contract	

Not valid until signed by Vendor, Dept. Head, Auditor, Purchasing Dept., Solicitor, and Mayor

Original Contract Amount	\$ 44,950.00
Net change by prior Change Orders	\$ 30,000.00
Contract Sum prior to this Change Order	\$ 74,950.00
Net change by this Change Order	\$ 2,800.00
New Contract Sum including this Change Order	\$ 77,750.00
Contract Term Adjustment	N/C
New Contract Completion Date	N/C

Source One.  By: John Griffin Title: Vice President	CITY OF NEW BEDFORD, MASSACHUSETTS  By: Jonathan F. Mitchell Title: Mayor
Certified that funds are available  By: Sharon Thomas Title: Acting City Auditor	Dept Public Infrastructure  By: Ronald Labelle Title: Commissioner
APPROVED as to Form and Legality  By: Shannon Shreve Title: Counsel II	PURCHASING DEPARTMENT  By: Debra Travers Title: Chief Procurement Officer


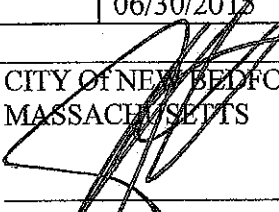
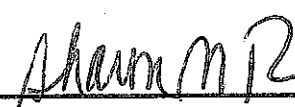
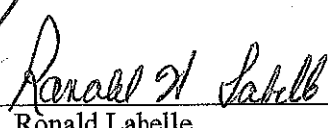
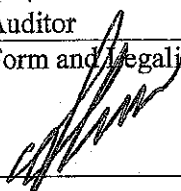
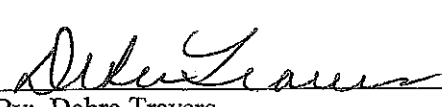
The parties acknowledge that they have read and understand this Change Order and agree to be bound by its terms. The parties further agree that the complete and exclusive agreement between the parties relating to the services described herein consists of this Change Order. This Change Order supersedes all proposals or other prior acknowledgements, oral or written, and all other communications between the parties relating to this subject. This Change Order is an amendment to the original contract between the parties, and all contract provisions shall apply, unless specifically exempted.

**CITY OF NEW BEDFORD
STANDARD CHANGE ORDER FORM**

Contract or P.O. Number: 13434311	Vendor: Source One
Project Name: Energy Management Services	Original Contract or P.O. Date: 07/01/2013
Change Order #: 3 Change Order Date: June 18, 2014	G/L Account Number: 03400000520302
Contract Change Is As Follows: The City of New Bedford is extending this contract in order to proceed with Phase II of the project	

Not valid until signed by Vendor, Dept. Head, Auditor, Purchasing Dept., Solicitor, and Mayor

Original Contract Amount	\$ 44,950.00
Net change by prior Change Orders	\$ 32,800.00
Contract Sum prior to this Change Order	\$ 77,750.00
Net change by this Change Order	\$140,000.00
New Contract Sum including this Change Order	\$ 217,750.00
Contract Term Adjustment	1 year
New Contract Completion Date	06/30/2015

Source One.  By: John Griffin Title: Vice President	CITY OF NEW BEDFORD, MASSACHUSETTS  By: Jonathan F. Mitchell Title: Mayor Dept Public Infrastructure
No City monies are obligated to this contract. No services are to be provided except on orders issued by authorization of City officials under the contract, each of which must have the certification of the Auditor that an appropriation is available thereafter.	available
 By: Sharon Thomas Title: Acting City Auditor	 By: Ronald Labelle Title: Commissioner
APPROVED as to Form and Legality  By: Shannon Shreve Title: Counsel II	PURCHASING DEPARTMENT  By: Debra Travers Title: Chief Procurement Officer


The parties acknowledge that they have read and understand this Change Order and agree to be bound by its terms. The parties further agree that the complete and exclusive agreement between the parties relating to the services described herein consists of this Change Order. This Change Order supersedes all proposals or other prior acknowledgements, oral or written, and all other communications between the parties relating to this subject. This Change Order is an amendment to the original contract between the parties, and all contract provisions shall apply, unless specifically exempted.

**CITY OF NEW BEDFORD
STANDARD CHANGE ORDER FORM**

Contract or P.O. Number: 14-434-311	Vendor: Source One
Project Name: Energy Management Services	Original Contract or P.O. Date: 07/01/2013
Change Order #: 4 Change Order Date: May 6, 2015	G/L Account Number: 03400000 - 520300
Contract Change Is As Follows: Reduce contract total by \$ 88,208.50 for FY15 due to unanticipated delay in specific phases for FY15	

Not valid until signed by Vendor, Dept. Head, Auditor, Purchasing Dept., Solicitor, and Mayor

Original Contract Amount	\$ 44,950.00
Net change by prior Change Orders	\$ 172,800.00
Contract Sum prior to this Change Order	\$ 217,750.00
Net change by this Change Order	\$ - 88,208.50
New Contract Sum including this Change Order	\$ 129,541.50
Contract Term Adjustment	n/a
New Contract Completion Date	June 30, 2015

Consultant:  By: John Griffin Title: Vice President	CITY OF NEW BEDFORD, MASSACHUSETTS  By: Jonathan F. Mitchell Title: Mayor
No City monies are obligated to this contract No Services are to be provided except on orders issued by authorization of City officials under the contract, each of which must have the certification of the Auditor that an appropriation is available thereafter  By: Robert E. Kithorn Title: Auditor	Department of Public Infrastructure  By: Ronald H. Labelle Title: Commissioner
APPROVED as to Form and Legality  By: Shannon Shreve Title: Counsel II	PURCHASING DEPARTMENT  By: Debra Travers Title: Chief Procurement Officer

The parties acknowledge that they have read and understand this Change Order and agree to be bound by its terms. The parties further agree that the complete and exclusive agreement between the parties relating to the services described herein consists of this Change Order. This Change Order supersedes all proposals or other prior acknowledgements, oral or written, and all other communications between the parties relating to this subject. This Change Order is an amendment to the original contract between the parties, and all contract provisions shall apply, unless specifically exempted.

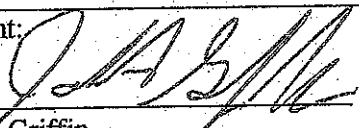
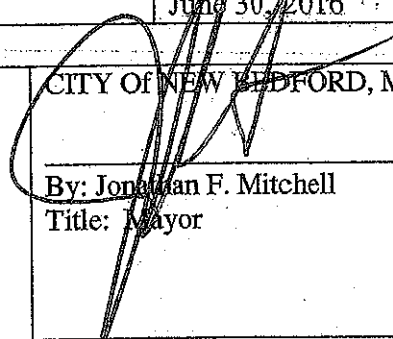


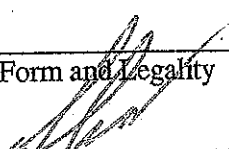

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**CITY OF NEW BEDFORD
STANDARD CHANGE ORDER FORM**

Contract or P.O. Number: 14-434-311	Vendor: Source One
Project Name: Energy Management Services	Original Contract or P.O. Date: 07/01/2013
Change Order #: 5 Change Order Date: August 3, 2015	G/L Account Number: 03400000 - 520300
Contract Change Is As Follows: Extend contract by one additional year.	

Not valid until signed by Vendor, Dept. Head, Auditor, Purchasing Dept., Solicitor, and Mayor

Original Contract Amount	\$ 44,950.00
Net change by prior Change Orders	\$ 84,591.50
Contract Sum prior to this Change Order	\$ 129,541.50
Net change by this Change Order	\$ 0000.00
New Contract Sum including this Change Order	\$ 129,541.50
Contract Term Adjustment	n/a
New Contract Completion Date	June 30, 2016

Consultant:  By: John Griffin Title: Vice President	CITY OF NEW BEDFORD, MASSACHUSETTS  By: Jonathan F. Mitchell Title: Mayor
No City monies are obligated to this contract No Services are to be provided except on orders issued by authorization of City officials under the contract, each of which must have the certification of the Auditor that an appropriation is available thereafter  By: Title:	Department of Public Infrastructure  By: Ronald H. Labelle Title: Commissioner
APPROVED as to Form and Legality  By: Shannon Shreve Title: Counsel II	PURCHASING DEPARTMENT  By: Debra Travers Title: Chief Procurement Officer

The parties acknowledge that they have read and understand this Change Order and agree to be bound by its terms. The parties further agree that the complete and exclusive agreement between the parties relating to the services described herein consists of this Change Order. This Change Order supersedes all proposals or other prior acknowledgements, oral or written, and all other communications between the parties relating to this subject. This Change Order is an amendment to the original contract between the parties, and all contract provisions shall apply, unless specifically exempted.