

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** General Services-Facilities

**DATE:** October 14, 2016

**REQUESTED ACTION:** To approve the Professional Services Contract with Brightworks Sustainability

\_\_\_ Consent    \_\_\_ Hearing      X   County Manager

**BACKGROUND**

Brightworks Sustainability has been chosen to provide professional services for the Facilities Department for the Clark County Center for Community Health LEED Certification Project, beginning October 15, 2016 and ending December 31, 2016. The services that will be billed by Brightworks Sustainability for this contract shall not exceed \$75,384.00 without prior written approval of the County. These costs will be covered in our existing budget from funding that was approved in a July 5, 2016 staff report #SR 143-16 that approved a lease with the VA for space in CCH that required the building be LEED certified and that facilities has submitted in the October 25, 2016 supplemental budget per the VA tenant agreement.

**COUNCIL POLICY IMPLICATIONS**

None

**ADMINISTRATIVE POLICY IMPLICATIONS**

None

**COMMUNITY OUTREACH**

None

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

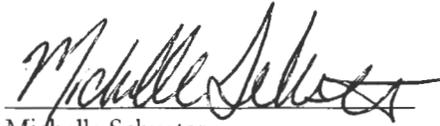
**BUDGET DETAILS**

Local Fund Dollar Amount	\$75,384.00
Grant Fund Dollar Amount	\$0
Account	Fund 5193-Major Maintenance
Company Name	Brightworks Sustainability

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

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Michelle Schuster  
Administrative Services Manager II



Robert Stevens  
Director of General Services

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:**   
Mark McCauley, Acting County Manager

DATE: 11/3/16

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The CCH LEED certification Project will be funding from the existing Facilities Project budget (Fund 5193) that was approved in the July 5, 2016 Staff report #SR 143-16. Revenue from Fund 1027-Campus Development which is where rent is collected from the tenants of CCH will be transferred to Fund 5193-Major Maintenance to complete this project.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Fund 1027/Campus Development Fund		75,383				
Transfer to 5193/Major Maintenance						
<b>Total</b>		75,383				

II. A – Describe the type of revenue (grant, fees, etc.)

### Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
5193/Major Maintenance			75,384				
<b>Total</b>			75,384				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		75,384				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>		75,384				

# Professional Services Contract

Contract Purchase No. \_\_\_\_\_

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Brightworks Sustainability, after this called "Contractor."

## WITNESSETH

WHEREAS, the Contractor has been chosen by the County and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A, which is attached hereto.

2. Duration. The Contract shall be effective beginning October 15, 2016 and ending December 31, 2016.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit A. The parties mutually agree that in no event shall the amount billed by the Contractor exceed \$75,384.00 without prior written approval of the County.

4. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by

the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Contract and Exhibit A, a scope of work. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Any and all revisions to this Contract, including without limitation, any changes in scope, and any increase or decrease in the amount of the Contractor's compensation, shall be in the form of written amendments to the

Contract, and shall be mutually agreed upon and signed by both County and the Contractor.

12. Public records act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to:

Clark County - General Services

C/O Public Records

PO Box 5000

Vancouver, WA 98660

13. Governing Law; Venue. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. Confidentiality. Subject to the provisions of section 12, above, with respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or

degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.

16. Consent and Understanding. This Contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this Contract is held invalid, it shall be severed from the remainder, which shall continue in full force and effect as conforming to the terms and requirements of applicable law.

18. Insurance. The Contractor shall maintain Professional Liability Insurance in the amount of Two Million Dollars and Commercial Liability Insurance in the amount of Half a Million Dollars. All parties to this Contract hereby agree that the Contractor's coverage will be primary in the event of any loss. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish a Certificate of Insurance to the County. This Contract shall not be effective until the required certificates have been received and approved by the County. The Contractor shall send a renewal certificate to the county 10 days prior to any expiration of coverages during the Contract period.

IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.

CLARK COUNTY

*Mark McCauley*  
Mark McCauley,  
~~Acting~~ County Manager

Brightworks Sustainability

By *Joshua Hatch*  
Printed Name Joshua Hatch

Title Principal

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK

Clark County Prosecuting Attorney

*Chris Horne*  
Chris Horne,  
Sr. Deputy Prosecuting Attorney

**Vendor/Contractor:**

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

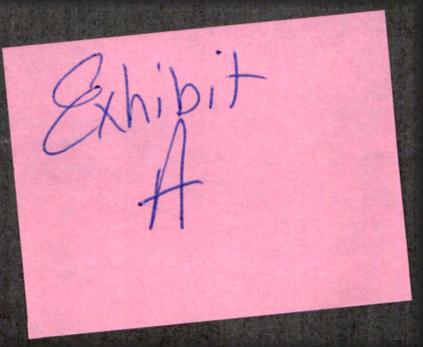


Exhibit  
A

PROPOSAL FOR LEED EB:O+M PROGRAM MANAGEMENT

**1601 E Fourth Plain Blvd.**  
Center for Community Health

PREPARED BY

**BRIGHTWORKS**  
SUSTAINABILITY

**Josh Hatch** PRINCIPAL

**BRIGHTWORKS**  
SUSTAINABILITY

August 15, 2016

Darrel Stump  
Clark County, Facilities Management  
816 W 13th Street  
Vancouver, WA 98660  
360-607-1428

RE **1601 E Fourth Plain Blvd**  
LEED EB:O+M Program Management Proposal

Dear Darrel,

Thank you for reaching out to Brightworks Sustainability to support you in achieving LEED For Existing Building Operations and Maintenance (EB:O+M) certification of Clark County Center for Community Health! We appreciate your consideration for this opportunity to strengthen your commitment to the Department of Veteran Affairs while at the same time reducing the environmental footprint of the property, and enhancing the property's positioning.

We are excited for the opportunity to help your team prepare for certification, including launching a tenant outreach plan to engage and enlist the support of Clark County and Veterans Affairs, so they also benefit and can contribute to the certification of the property. Our work will include coordination with your tenants as well as vendors to bring green building plans and policies up-to-date; and facilitating the LEED certification process.

This document contains our proposed scope of services and relevant experience to serve as your consultant. Based on our conversations today, Josh Hatch and Lena Ashby will support this project. We will facilitate a methodical process that is insightful, cost-effective, time-efficient, and fun. Brightworks has over ten years of experience working with LEED's Existing Buildings rating systems, ranging from the initial pilot program to today's version 2009.

Brightworks has successfully certified over 7.5 million square feet of space and completed feasibility assessments on over 17 million square feet of space. So you have the perspective of extensive expertise from past projects and current work managing LEED EB:O+M projects.

We look forward to the outcome of your review of our proposal and encourage you to contact us at any time with questions.

Best Regards,



Joshua Hatch, LEED AP  
(503) 290-3008  
josh.hatch@brightworks.net

## PROJECT UNDERSTANDING & ASSUMPTIONS

Clark County manages the Center for Community Health, which houses social and health services for regional veterans and other community members. Tenants include Veterans Affairs, Lifeline Connections, Telecare, etc. The intent is to strengthen tenant commitments in accordance with their LEED EB:OM certification requirements, enhance the property's positioning, and optimize the building's performance. The project proposes to pursue LEED EB: O+M certification by July 2017, since the main tenant, Veterans Affairs, is requesting LEED certification as part of their expansion. Veterans Affairs are currently in completing the first floor phase 1 renovation and are targeting the third floor phase 2 renovation by the end of the year. These minor renovations include finishes, telecommunications, and security.

The existing structure is a 4-story, 165,000 square feet commercial office and residential mental health and substance abuse facility. The building located in the on the Vancouver Division of VA Portland Health Care System campus. Clark County manages building engineering, electricity usage, natural gas usage, and janitorial vendors. Veterans Affairs manages the water usage, sewer, garbage, and grounds maintenance. The building is fully occupied, so the LEED EB:O+M effort will immediately benefit the current tenants, who value LEED certification.

The building first reviewed its Energy Star performance in 2012 with a rating of 80. Since Brightworks initial LEED assessment in 2012, the project has installed photovoltaic, solar thermal, and completed a lighting retrofit. Clark County would also like to review the Solarc to review the solar thermal systems to capture the full system efficacies.

To leverage existing knowledge of the property, maximize efficiencies, and reduce potential costs to Clark County, we assume that we will work with your existing consultants and vendors, who are familiar with the building unless directed otherwise. We have obtained preliminary pricing from Solarc, who we teamed with during the initial LEED assessment for the engineering services required. We have reviewed the initial analysis completed and are confident that we can use these as a starting point to save time and money during the certification process while still providing valuable new recommendations based on the latest green building operations practices and ongoing optimization of energy use.

## **SCOPE SUMMARY**

The following summarizes the services presented in this proposal, for assessing, planning, and implementing a LEED EB:O&M certification program for 1601 E Fourth Plain Blvd.:

### **PHASE ONE**

#### **Planning the LEED EB: O+M Program**

- Information Gathering
- Prerequisite Analysis
- Baseline Site Visit
- Program Cost Estimating
- Certification Plan & Preliminary Scorecard

### **PHASE TWO**

#### **Implementation of LEED EB: O+M Program**

- LEED Responsibility Management System
- LEED Related Plans and Policies
- LEED EB:O&M Meetings
- Research and Support
- Certification Management
- Certification Compliance Guidance

## DETAILED APPROACH

### Phase 1: Planning the LEED EB:O+M Program

Based on the information from the initial certification and conversations with Clark County, we feel we already have some basic information about the property; however, additional information gathering and analysis will be required to complete a comprehensive gap analysis.

#### INFORMATION GATHERING

Since the project was initially analyzed under the same LEED rating system version, Brightworks will harvest data and documentation as applicable and focus on updating existing resources. Using a customized data collection questionnaire for Clark County, Brightworks will request general data about the building's characteristics, operations, and procurement and maintenance practices. An initial short meeting will be held with the property management and ownership teams to provide a clear understanding of the requested information. Upon receiving and analyzing this information provided to us by the team, Brightworks will review and use this as a basis for planning our site investigation.

#### PREREQUISITE ANALYSIS

- *WE Prerequisite 1 – Plumbing Fixtures*
  - o Brightworks will revisit and update the LEED water efficiency calculations with plumbing fixture flush/flow data provided by the building operations team. The calculations will allow Brightworks and Clark County to better understand the currently installed fixtures' impacts on this prerequisite and potential LEED points and benefits associated with plumbing upgrade opportunities.
- *EA Prerequisite 1 – Energy Efficiency Best Management Practices*
  - o Brightworks will review the latest building operations documentation as required for this prerequisite to ascertain whether there any gaps or opportunities for improvement during Implementation phase, and develop a potential approach to overcome any identified barriers.
  - o LEED requires a basic ASHRAE Level 1 energy study to be conducted for achievement of this prerequisite requirement. We have requested a proposal from Solarc, to update their prior energy audit. The work will be completed by the same engineer and can utilize some of the information already collected, saving the project time and money.
- *EA Prerequisite 2 – Minimum Energy Efficiency Performance and EA Credit 1 – Optimize Energy Performance*
  - o The LEED EB:O+M program requires a building to maintain a minimum rating of 69 using the EPA's ENERGY STAR Portfolio Manager tool. As reported on initial LEED assessment in 2012, the building in anticipated to have an ENERGY STAR rating of at least 80. Brightworks will provide peer review of Clark County's

Portfolio Manager data inputs and confirm this score. If the resulting ENERGY STAR data is not in alignment with LEED EB:O+M requirements, we will advise Clark County of this and propose a solution for bringing it into alignment.

- *EA Prerequisite 3 – Fundamental Refrigerant Management*
  - o The LEED EB:O+M program prohibits the use of CFC-based refrigerants in all HVAC and food service equipment above 0.5 lbs charge. Brightworks will interview the building engineering staff to verify this assumption and ensure that this prerequisite is met.
- *EQ Prerequisite 1 – Minimum Indoor Air Quality Performance*
  - o LEED requires the implementation of a ventilation system preventative maintenance program, as well as ASHRAE 62.1 analysis and outdoor air supply testing to ensure adequate amounts of outside air can be provided all spaces by the ventilation system. To perform this review, we have received a proposal from Solarc that is based on updating the prior completed analysis to take into account any changes from renovations and new tenant fit-outs.

#### BASELINE SITE VISIT

Brightworks will conduct a one-day building baseline assessment and investigation meeting with the Clark County team, the property management team, and any additional vendors to understand and assess the feasibility of implementing LEED credit strategies.

This meeting will benefit the overall process by allowing Brightworks to discuss various LEED EB:O+M strategies, their viability, and their impacts on the teams that might ultimately implement them. This on-the-ground work allows for the identification of the best opportunities and begins generating buy-in from the operational team that will ultimately be making potential changes.

#### PROGRAM COST ESTIMATING

Based on our understanding of this project and Clark County's goals of having a streamlined low-cost approach, Brightworks will leverage its expertise to solicit potential costs associated with a certification. Gathering the cost proposals will entail phone discussions and/or personal meetings with existing vendors or new service providers.

#### CERTIFICATION PLAN & PRELIMINARY SCORECARD

Based on building information, prerequisites, the site visit, changes from the initial certification, and a review of service contracts, Brightworks will propose an optimal strategy for achieving certification, showing targeted LEED credits. After the strategy has been completed and transmitted to Clark County, Brightworks will schedule a meeting to review the gap analysis and discuss our initial conclusions and plan for the implementation phase of completing this LEED certification effort.

At this point, Clark County will be able to make an informed decision how to implement the EB:O+M certification program to achieve the level of certification desired, pragmatic and cost effective.

## Phase 2: Implementation of LEED EB:O+M Program

### FACILITATE LEED CERTIFICATION PLAN WORKSHOP

Brightworks will conduct a LEED EB:O+M kick-off meeting with project team members to involve them in the implementation process. Attendees will include Clark County's Building Engineering and Property Management team and designated service contractors. This kick-off meeting will:

- Educate the entire project team about the LEED EB:O+M process.
- Establish accountability amongst the team members for the target program and review all details outlined in the plan.
- Define goals, expectations, and milestone schedule for the project.
- Credit-by-credit, detailed discussion around each credit requirement and acceptable strategies to achieve them.

### LEED RESPONSIBILITY MANAGEMENT SYSTEM

Because of the detailed and technical nature of many of the LEED credits and prerequisites, a Responsibility Management System is necessary to provide a framework for successful LEED management. It creates accountability amongst the team members for the LEED-related tasks and is the definitive document for LEED-related criteria for each member of the team.

This customized template breaks down each prerequisite and targeted credit into implementation strategies, implementation schedule, and identifiable tasks assigned to specific team members.

The template will prioritize implementation tasks that must be conducted before the beginning of the performance period, and those that must be tracked or completed during the performance period.

### LEED RELATED PLAN & POLICIES

Upon selection of final credit strategies from the certification plan, Brightworks will coordinate updates to the policies and plans required for those selected credits and prerequisites. After Clark County has reviewed the drafts and advised Brightworks that they are ready to comprehensively discuss them, Brightworks will conduct two, two-hour meetings to review the drafts, make corrections based on Clark County's requirements, and then finalize the plans/policies. Two separate meetings have been allowed for to provide flexibility for staff member scheduling.

### EB:O+M MEETINGS & SUB-CONSULTANT COORDINATION

LEED requires collaboration and ongoing tracking of all credit-related action items. This allows the buildings operations team and the LEED consultant to evaluate where the team's effort should be focused to achieve the goals of the project, and reinforces the attention to detail necessary for specific LEED requirements and documentation development, and provide coaching and guidance.

These meetings also allow for the management of sub-consultants responsible for the successful execution of the LEED process. Brightworks anticipates facilitating up to 10 regular LEED-focused meetings with the building operations team and, as appropriate, other LEED team members (outside consultants, relevant vendors and suppliers, service contractors, etc.). Each meeting will include follow-up memos detailing action items, scheduling issues, and required next steps distributed to team members attending those meetings.

## RESEARCH &amp; SUPPORT

Brightworks will serve as the project representative in formal inquiries to the Green Building Certification Institute (GBCI), and provide the project team with interpretations and updates on USGBC rulings. This could include researching previous rulings applicable to strategies Clark County is attempting, or developing and submitting customized Credit Interpretation Requests (CIRs) if required.

## CERTIFICATION MANAGEMENT

Ultimately a successful certification is contingent on the quality of the submittal package to the Green Building Certification Institute (GBCI). To facilitate the LEED submittal review process, Brightworks will manage the team's implementation of the certification plan, the registration of the LEED project and facilitate the production and organization of the submittal documents required for certification review. Ongoing tracking of progress and outstanding items still requiring attention will be transmitted by updates memos and regular weekly check-in meetings with the team during the LEED EB:O+M Performance Period.

Brightworks will develop and submit all of the documentation to the GBCI once it has been reviewed for clarity and completeness and approved by Clark County. We will work with the project team to document all of the LEED credits pursued. This assumes that information will be provided team members when requested initially and building-specific information required for documentation of those credits will be provided by Clark County promptly.

After the initial certification review by GBCI and resulting clarification questions/comments, Brightworks will provide guidance to team members initially responsible for information provided in the initial documentation package on appropriate actions required to develop robust review responses. Brightworks will develop and manage the final re-submittal package and successful conclusion of the certification review process.

## CERTIFICATION COMPLIANCE GUIDANCE

After the conclusion of the certification process Brightworks will provide Clark County a Certification Compliance task list to maintain their certification commitment. For each prerequisite requirement and awarded credit, the task list will outline each required area where regular tracking of building system performance, maintenance practices, procurement, and waste management are needed for eventual LEED re-certification. The task list will outline the frequency in which these tasks need to be completed and reference existing tracking tools and procedures already developed and used for the initial certification process. With this guidance the Clark County can maintain the required documentation necessary for a successful re-certification up to five years after the initial certification.

## Solarc Engineering Services

### REQUIRED + OPTIONAL TECHNICAL SERVICES FOR LEED EB:OM CERTIFICATION

Solarc Architecture and Engineering, Inc. is pleased to provide you with the following proposal for professional engineering services. We have included our scope of work, standard project assumptions, fee proposal, rate schedule and standard terms and conditions for your use. Attached is the full proposal. Brightworks can subcontract and manage Solarc at a 10% markup or Clark County can directly hire Solarc and not pay the markup. Solarc comes with our highest recommendation and will provide great value and service alongside us.

### SCOPE OF WORK

Required LEED technical services as part of the program prerequisites:

- *EA Prerequisite 1 – Energy Efficiency Best Management Practices*
  - o Provide a preliminary energy use analysis and ASHRAE Level I walk-through analysis and report. Per LEED, v3, the preliminary energy use analysis and ASHRAE Level I walk-through and report to meet the requirements of Procedures for Commercial Building Energy Audits (RP-669, SP-56).
  - o Update the systems narratives to comply with the LEED Reference Guide.
  - o Create a building operating plan.
  - o Review the Sequence of Operations and provide advice and recommendations.
- *EA Prerequisite 2 – Minimum Energy Efficiency Performance*
  - o Review Energy Star Portfolio Manager Data and sign-off on the Energy Star Score.
- *EQ Prerequisite 1 – Minimum Indoor Air Quality Performance*
  - o Provide ASHRAE 62.1-2007 ventilation calculations and schedule for each AHU. Provide verification of ventilation requirements on site.

Optional LEED technical services as part of the LEED credits:

- *EA Credit 2.1 Existing Building Commissioning, Investigation and Analysis*
  - o Perform retro-commissioning diagnostics and plan.
- *EA Credit 2.2 Existing Building Commissioning, Implementation*
  - o Support low and no cost measure implementation, provide staff training, document financial return, and update the update the Building Operating Plan.
- *EA Credit 2.3 Existing Building Commissioning, Ongoing Commissioning*
  - o Create an ongoing Commissioning Plan, implement 50% of ongoing commissioning (first cycle) and update the Building Operating Plan.
- *EA Credit 3.2 Performance Measurement, System-Level Metering*
  - o Develop breakdown of existing energy use using existing equipment level metering.

**FEE SUMMARY**

## BRIGHTWORKS SUSTAINABILITY

Phase 1: Planning	\$8,500
Phase 2: Implementation	\$41,000
<i>Expense Budget</i>	\$300
<b><i>SUBTOTAL</i></b>	<b>\$49,800</b>

## SOLARC ENERGY

EAp1 ASHRAE Level 1 Energy Audit	\$10,010
EAp2 Minimum Energy Efficiency Performance	\$730
EQp1 ASHRAE 62.1 Minimum Ventilation Calculations	\$5,605
<i>Expense Budget</i>	\$140
<b><i>SUBTOTAL</i></b>	<b>\$16,485</b>

## USGBC/GBCI FEES

LEED Registration	\$900
Certification Review	\$5,000
Interpretation Requests or Appeals (as needed, not likely)	\$800
LEED Plaque	\$750
<b><i>SUBTOTAL</i></b>	<b>\$7,450</b>

**GRAND TOTAL****\$73,735**

## OPTIONAL SERVICES

EAc2.1 Existing Building Commissioning, Investigation and Analysis	\$ 20,240
EAc2.2 Existing Building Commissioning, Implementation	\$7,830
EAc2.3 Existing Building Commissioning, Ongoing Commissioning	\$16,940
EA3.2 Performance Measurement, System-Level Metering	\$1,860
<i>Expense Budget</i>	\$960
<b><i>SUBTOTAL</i></b>	<b>\$47,830</b>

**GRAND TOTAL****\$121,565**

## PROJECT STAFF

### Joshua Hatch, PRINCIPAL



Throughout his career, Joshua Hatch has worked for solutions to the pressing issues in sustainability, including energy and carbon. Today, Joshua manages Brightworks' Pacific Northwest practice in Oregon and Washington. He is also a member of the firm's management committee.

During his graduate studies, Joshua worked for two years at the Lawrence Berkeley National Laboratory characterizing the sources and the dispersion of anthropogenic greenhouse gas emissions in the atmosphere.

Later, as a fellow at the Rocky Mountain Institute (RMI), Joshua provided guidance to utilities, state governments, and private companies on energy efficiency strategies and technologies. He also developed the beta version of RMI's Green Footstep tool, which calculates the carbon footprint of buildings.

### Lena Ashby, PROJECT MANAGER



Extensively experienced in LEED, GreenPoint Rated, and Living Building Challenge, Lena Ashby offers a deep well of technical expertise to Brightworks clients. These include end users (such as Facebook, Nike, Equinix, and Gilead Sciences) and developers (such as Sobrato, Gerding Edlen Development, and Sand Hill Property Company).

Lena has developed a solid understanding of building science, energy modeling, and construction energy performance verification.

For projects throughout the United States, Lena is a LEED for Homes Green Rater and Energy Star Rater. For projects in California, Lena is a GreenPoint Rater, a Home Energy Rater, a New Solar Homes Partnership Rater, and Certified Energy Analyst.

## STANDARD CONTRACT TERMS

- In the event of a significant change to the project schedule, Brightworks will have the opportunity to renegotiate the project fee. In the event both parties cannot reach an agreement, Brightworks will have the right to terminate this Agreement and will be paid for services rendered to date.
- Balances past due 45 days or more will be charged interest at a rate of 1.5 percent per month.
- LEED registration, certification, CIR, and any appeal costs for the project, will be paid by the client directly to GBCI.
- The success or failure of an effort to accomplish LEED certification is contingent upon on a wide range of factors, including the cooperation of the Customer and project contractors who are not accountable to Brightworks, such as the owner, the architects, the mechanical engineer, general contractor, and civil engineer. Brightworks will use commercially reasonable efforts to provide the Services under this Agreement, but Brightworks cannot warrant or guarantee in any way the successful certification of the project under the LEED certification standard and cannot warrant or guarantee in any way the achievement of a specific level of LEED certification.
- The owner or client is aware of and will comply with the LEED Minimum Program Requirements (MPRs) as outlined by the Green Building Certification Institute (GBCI). Brightworks will furnish the owner or client a list of the MPRs upon request, or they can be downloaded from the GBCI website.
- Upon approval of Clark County, Brightworks may identify and describe the project in its marketing materials. Upon the request of Brightworks, the owner or client will provide renderings or images of the project for use by Brightworks in marketing materials.
- The terms of this proposal are valid for 30 days.
- **Warranty.** For a period of sixty (60) days after Customer's receipt of Brightworks' Services, Brightworks warrants that such Services will reasonably conform to the specifications set forth in the Proposal. BRIGHTWORKS' SOLE OBLIGATION IN THE EVENT OF BREACH OF WARRANTY, AND CUSTOMER'S SOLE REMEDY, WILL BE FOR BRIGHTWORKS TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT IDENTIFIED NONCONFORMITIES, TO THE EXTENT REASONABLY POSSIBLE. BRIGHTWORKS DOES NOT WARRANT THAT WORK OR MATERIALS WILL BE ERROR FREE OR THAT ALL ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND BRIGHTWORKS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **Limitation of Liability.** BRIGHTWORKS' LIABILITY TO CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TO SERVICES OR MATERIALS PROVIDED BY BRIGHTWORKS TO CUSTOMER, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO BRIGHTWORKS FOR THE SERVICES UNDER THIS PROPOSAL. IN NO EVENT WILL BRIGHTWORKS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR
- EXEMPLARY DAMAGES SUFFERED BY CUSTOMER, EVEN IF BRIGHTWORKS HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



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August 22, 2016

Josh Hatch  
Brightworks  
412 NW Couch Street, Suite 202  
Portland, OR 97209

Subject: Proposal for Engineering Services to Support LEED EBOM Certification on the Clark County Center for Community Health

Dear Josh:

This letter proposal presents our fee proposal and scope of work task outline for the mechanical engineering scope of services outlined in your RFP request memorandum dated August 17, 2016. Table 1 summarizes the fee breakdown for minimum and addition LEED scope of work items. Total fee proposal for all tasks is \$64,315. A breakdown of tasks, assigned hours, and associated rates is included as an attachment to this letter proposal.

Phase	Task	Engineering	Direct [1]	Total
Minimum	EAp1	\$ 10,010.00	\$ 140.00	\$ 10,150.00
	EAp2	\$ 730.00	\$ -	\$ 730.00
	EQp1	\$ 5,605.00	\$ -	\$ 5,605.00
<b>Subtotal, minimum LEED</b>		<b>\$ 16,345.00</b>	<b>\$ 140.00</b>	<b>\$ 16,485.00</b>
additional	EAc2.1	\$ 20,240.00	\$ 410.00	\$ 20,652.00
	EAc2.2	\$ 7,830.00	\$ 275.00	\$ 8,105.00
	EAc2.3	\$ 16,940.00	\$ 275.00	\$ 17,215.00
	EAc2.4	\$ 1,860.00	\$ -	\$ 1,860.00
<b>Subtotal, additional LEED</b>		<b>\$ 46,870.00</b>	<b>\$ 960.00</b>	<b>\$ 47,830.00</b>

[1] Mileage for site visits.

### Scope of Work Task Listing

We are proposing to execute the scope of work required to meet both prerequisites as well as LEED credits identified in the RFP memo. The following tasks are proposed to accomplish this.

#### EAp1

- Update ASHRAE L1 Audit (Site visit, Utility update, Savings/cost updates, new report)
- Update system narratives (extract from L1 audit and comply with LEED Reference Guide)
- Create building operating plan
- Review SOO and provide advice and recommendations to align with operations intent

#### EAp2

- Review Energy Star Portfolio Manager data and confirm Energy Star score

#### EQp1

- Develop ASHRAE ventilation calculations and schedule for each AHU (AHU-1, AHU-2, FCU-1, MUA-1)
- Review tenant ASHRAE ventilation calculations and integrate into overall calculations
- Upload documentation into on-line template
- Respond to review comments

- Provide professional opinion of ventilation capabilities of existing AHUs
- Develop TAB scope of work statement for measuring ventilation rates

EAc2.1

- Perform re-commissioning diagnostics and plan

EAc2.2

- Support low cost no cost measure implementation
- Provide staff training
- Document financial return
- Update building operating plan

EAc2.3

- Create ongoing Cx plan
- Implement 50% of ongoing Cx (first cycle)
- Update building operating plan

EAc2.4

- Develop breakdown of existing energy use using existing equipment level metering

**Assigned Staff**

Work will be completed by the following individuals:

- Technical Lead: Michael Hatten, P.E.;
- Commissioning Agent: John Alberte
- Engineering Technician: Kai Cunningham

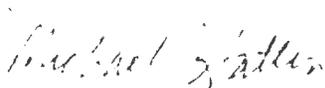
**Compensation**

We propose to work on an hourly basis with the proposed fee as a not-to-exceed limit. Invoicing shall be monthly, at the first of each month, for work completed in the previous monthly period.

Please contact me if you have any questions or wish to discuss any aspect of this letter proposal. We look forward to working with you on this project.

Sincerely,

Solarc Energy Group LLC



Michael Hatten, P.E.  
Member

PROPOSAL						
Engineering Services						
Project Information						
Project Title:	Clark County Center for Community Health LEED EBOM Engineering					
Client Contact:	Josh Hatch					
SOLARC Contact:	Mike Hatten, P.E.					
Today's Date:	22-Aug-16					
Preliminary Activity Description and Time Breakdown by Staffing Category				Principal Engineer	CX Agent	Tech
Proposed Staffing:				MH	JA	DG/KC
Complete by						
EAp1				18	32	32
Update ASHRAE L1 Audit (Site visit, Utility update, Savings/cost updates, new report)				12	8	16
Update system narratives (extract from L1 audit and comply with LEED Reference Guide)				2	0	4
Create building operating plan				2	16	8
Review SOO and provide advice and recommendations to align with operations intent				2	8	4
EAp2				2	0	4
Review Energy Star Portfolio Manager data and confirm Energy Star score				2	0	4
EQp1				17	0	28
Develop ASHRAE ventilation calculations and schedule for each AHU (AHU-1, AHU-2, FCU-1, MUA-1)				4	0	12
Review tenant AHRAE ventilation calculations and integrate into overall calculations				4	0	4
Dupload documentation into on-line template				1	0	8
Respond to review comments				2	0	4
Provide professional opinion of ventilation capabilities of existing AHUs				2	0	0
Develop TAB scope of work statement for measuring ventilation rates				4	0	0
EAc2.1				16	80	80
Perform re-commissioning diagnostics and plan				16	80	80
EAc2.2				14	26	24
Support low cost no cost measure implementation				4	16	16
Provide staff training				6	6	0
Document financial return				4	0	8
Update building operating plan				0	4	0
EAc2.3				4	74	74
Create ongoing Cx plan				2	32	32
Implement 50% of ongoing Cx (first cycle)				2	40	40
Update building operating plan				0	2	2
EAc2.4				4	0	12
Develop breakdown of existing energy use using existing equipment level metering				4	0	12
Cost Summary						
	Subtotal	Direct	Principal Engineer	CX Agent	Tech	
Total Billing Hours:			75	212	254	
Average Billing Rate:			\$165.00	\$120.00	\$100.00	
Direct Expenses:		\$ 1,100.00				
Travel	Mileage	\$ 1,100.00				
Per Diem		\$ -				
<b>SUBTOTAL, LABOR:</b>	<b>\$63,215</b>		<b>\$12,375</b>	<b>\$25,440</b>	<b>\$25,400</b>	
<b>TOTAL PROPOSAL COST:</b>	<b>\$64,315</b>					