

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 15-24

For the purpose of selecting Green Building Services for the Oregon Convention Center – “Ongoing Commissioning Services” and authorizing the Metro Deputy COO to execute a contract with Green Building Services.

WHEREAS, the Oregon Convention Center (OCC) is a LEED-EB O+M Platinum certified facility, which requires the facility to create and implement an ongoing commissioning program; and

WHEREAS, OCC requires a consultant to create, implement and train staff in ongoing commissioning processes; and

WHEREAS, Section 5(D) of the Metropolitan Exposition Recreation Commission's (MERC) Contracting and Purchasing Rules, requires competitive sealed proposals for personal services agreements in excess of \$100,000 in accordance with ORS 279B.060; and

WHEREAS, MERC staff have evaluated the proposals and Green Building Services has been selected as the highest ranked proposer; and

WHEREAS, MERC staff have negotiated the scope of work with a not to exceed contract amount of two hundred fifty nine thousand, six hundred fifty & 00/100 dollars (\$259,650.00).

BE IT THEREFORE RESOLVED as follows:

1. MERC selects Green Building Services as the proposer that is the most advantageous to MERC based upon the evaluation process and factors described in the Request for Proposals for the Oregon Convention Center – Ongoing Commissioning Services; and
2. MERC awards the contract to Green Building Services and approves the contract in the form substantially similar to the attached Exhibit A and authorizes the Metro Deputy COO to execute the contract on behalf of the Commission.

Passed by the Commission on December 2, 2015.

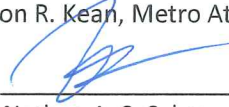


Chair



Secretary/Treasurer

Approved As to Form:
Alison R. Kean, Metro Attorney

By: 

Nathan A. S. Sykes
Deputy Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of selecting Green Building Services (GBS) for a five-year contract for Oregon Convention Center -“Ongoing Commissioning Services” and authorizing the Deputy Chief Operating Officer of Metro to execute a contract with Green Building Services.

Resolution No: 15-24

Presented by: Scott Cruickshank

Date: December 2, 2015

Background and Analysis: The Oregon Convention Center, or “OCC,” is LEED-EB O+M Platinum certified facility, which requires the creation and implementation of an Ongoing Commissioning (OCx) Program and a Continuous Energy Monitoring and Optimization Program. This work requires a consultant team of qualified mechanical engineers and LEED certified professionals.

The OCx plan and program will be submitted to the Green Building Certification Institute (GBCI) during the OCC’s next certification phase in 2019. Green Building Services will ensure all LEED requirements, procedures and documents fully comply with the LEED rating system for commissioning.

Ongoing commissioning provides a means to systematically review building systems over a set time frame, ensuring that all systems are periodically reviewed and returned to optimal operating conditions. The ongoing commissioning credit requires the development of an ongoing commissioning plan, as well as the execution of commissioning for at least 50% of the building systems, by cost, within the two year performance period.

GBS will develop or update the functional test or trend logging procedures provided in the OCC’s Systems Manual. Once updated, GBS will use this document as a guide to train OCC Operations staff to perform and properly document the various functional test procedures (FTP). Moving forward, the staff will be expected to perform a majority of these tests on a quarterly basis.

MERC Staff prepared and issued a Request for Proposals in accordance with MERC’s Purchasing Policies for Ongoing Commissioning Services for the Oregon Convention Center. MERC contracting code requires solicitation for proposals under ORS Chapter 279B for public contracting such as this Ongoing Commissioning Services Contract. As such, MERC is required to accept the proposal with the highest score. In addition to these requirements, the RFP was published in the online version of The Skanner, the Daily Journal of Commerce newspapers and ORPIN.

The following steps required to help MERC monitor the usage of these firms, were outlined in the RFP and included in the evaluation of proposal:

Diversity in Employment and Contracting:

Metro defines diversity as the variance or difference amongst people such as race, ethnicity, gender, age, religion, nationality, language preference, socioeconomic status, disability, sexual orientation, gender identity and others. Proposers shall be familiar with Metro’s Minority, Women and Emerging Small Business Program. Proposer’s attention is directed to Metro Code provision 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Metro Code provision 2.04.100 is available at:

http://library.oregonmetro.gov/files//chap2.04_clean_eff.042111_revised_version_081711.pdf.

Additionally, the following instructions were outlined in the RFP:

Indicate whether your proposal includes subcontractors. If your proposal does not include subcontractors, complete Section 1 only. If your proposal does include subcontractors, complete both Section 1 and Section 2.

Section 1: To be completed by all proposers

- ***Certification of MWESB/DBE***
- ***Demographics Including Women & Ethnic Minorities***
- ***Identify Supporting Workforce Diversity***
- ***Identify Firm Activity Promoting Workforce Diversity***
- ***Identify Community Activity***
- ***FOTA: Identify if your business is located in FOTA.***
<http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>.

Section 2: To be completed by proposers utilizing subcontractors for this project

- ***Subcontractor Information - each subcontractor included in this project team***
- ***Projects - three projects worked on during the last 24 months in which MWESB/DBE participation occurred***
- ***FOTA: Identify if your business is located in FOTA.***
<http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>.

Sustainable Business Practices:
Environment, Economy, Community

Six proposals were received on August 11, 2015. Proposals were scored by MERC staff and the most qualified proposer was determined to be Green Building Services. MERC staff evaluated the submissions on four key areas including Project Work Plan/Approach, Project Staffing Experience, Diversity in Employment and Contracting and Sustainable Business Practices. The winning proposer, Green Building Services, is a certified woman owned business enterprise (WBE) by the state of Oregon.

FISCAL IMPACT: The Ongoing Commissioning Services and Continuous Energy Monitoring and Optimization Program is a required component of OCC's continued LEED certification. OCC underestimated the budget for the first year contract expenditures. However OCC expects to have sufficient budget savings to accommodate this contract in FY 2015-16. OCC will budget for the remaining annual contract amount of \$40,000 in the remaining four years. OCC expects to rebid the contract every five years.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution No. 15-24, approve the contract award and written contract (attached hereto) with Green Building Services for the amount of two hundred fifty nine thousand, six hundred fifty & 00/100 dollars (\$259,650.00) for the Oregon Convention Center - "Ongoing Commissioning Services."

Personal Service Agreement

MERC Contract No. **206026**

THIS AGREEMENT is between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and **Green Building Services**, referred to herein as "Contractor," located at **421 SW Sixth Ave, Suite 450, Portland, OR 97204**.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective **December 2, 2015** and shall remain in effect until and including **June 30, 2020**, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. MERC shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed **TWO HUNDRED FIFTY NINE THOUSAND, SIX HUNDRED FIFTY AND NO/100THS DOLLARS (\$259,650.00)**. Payment shall be made by MERC on a Net 30 day basis upon receipt of Contractor invoice.
4. Insurance. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

Metro, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to MERC 30 days notice of any material change or policy cancellation.

Contractor shall provide MERC with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to MERC. Contractor shall email Certificate of Insurance to submitdocuments@oregonmetro.gov. Certificate of Insurance shall identify the MERC contract number.

5. Indemnification. Contractor shall indemnify and hold MERC, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by MERC and for any claims or disputes involving subcontractors.

Personal Service Agreement

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6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

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g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with MERC, informing MERC of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of MERC.

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of MERC. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to MERC.

9. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without MERC's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

Personal Service Agreement

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MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Green Building Services
421 SW Sixth Ave
Suite 450
Portland, OR 97204
503-467-4711 fax

To Metro: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Josh Lipscomb
777 NE MLK Blvd
Portland, OR 97232
503-731-7806 fax

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Scope of Work – Attachment A

MERC Contract No. **206026**

1. Purpose and Goal of Work

The GBS Technical Team will work closely with the OCC Operations Staff in creating and implementing both an Ongoing Commissioning (OCx) and a Continuous Energy Monitoring and Optimization programs.

2. Description of the Scope of Work

Commissioning Services

Ongoing commissioning provides a means to systematically review building systems over a set time frame such that all systems are periodically reviewed and returned to optimal operating conditions. The ongoing commissioning credit requires the development of an ongoing commissioning plan, as well as the execution of commissioning for at least 50% of the building systems, by cost, within the performance period.

Under the ongoing commissioning program, GBS will initiate this process by first establishing a solid OCx plan using the existing plan developed under the OCC's most recent LEED-EB: O+M Platinum Certification in 2014 as a starting point.

As the OCx plan and program will be submitted to the Green Building Certification Institute (GBCI) during the OCC's next certification phase in 2019, GBS will ensure all LEED requirements, procedures, and documents are in full compliance with the LEED rating system for commissioning (credit EAc2). This plan will include the following OCC specifically requested items:

- Roles and responsibilities that define the roles of all commissioning team members.
- Performance measurement frequency during the OCx cycle (first year at least quarterly and the subsequent analysis cycle at least every 6 months).
- A 24 month investigation cycle for all equipment within the commissioning scope
- An estimated budget for each major commissioning task
- A description of system performance and diagnostic and functional testing. Only the following 3 standard diagnostic methods will be used:
 - Energy Management Control System Trend Logging (GBS to utilize newly acquired BuildPulse system as appropriate)
 - Stand-alone portable data logging
 - Manual functional testing

These methods are often used in combination. Diagnostic monitoring and testing will be structured to highlight areas of operation that are inconsistent with the operating intent and goals as identified by the site assessment. Monitoring and testing should identify deficiencies in equipment operating as designed, as well as deficiencies in equipment procedures, performance, and outcomes. It is based on performance testing and data that illustrate how a system is functioning, and it identifies opportunities for improvement.

Though energy management control system trend logging can play a role in existing building commissioning, it will not necessarily be adequate to satisfy all requirements. Manual functional testing and stand-alone data loggers are likely necessary to provide comprehensive and ongoing performance testing.

- Measurement requirements (meters, sensors and related control points, system graphics, data access).
- Control / metering points to be tracked, with frequency and duration for trend monitoring.
- Limits of acceptable values for tracked points and metered values and associated alarm criteria.

Scope of Work – Attachment A

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- Review process that will be used to evaluate performance through functional testing and trend monitoring.
- Management strategies for identifying and correcting operational errors and deficiencies planning for repairs needed to maintain performance.

As part of this process, GBS will develop or update the functional test or trend logging procedures provided in the OCC's Systems Manual. Once updated, GBS will use this document as a guide to train OCC Operations staff to perform and properly document the various functional test procedures (FTP) since the staff are expected to perform a majority of these tests on a quarterly basis. GBS will likely perform some FTPs and trend logging, and will participate with staff their on-going commissioning efforts to provide guidance and quality control until the staff are proficient in this practice.

On completion of quarterly FTPs, GBS will review all documented results and provide the following:

- Identify operational problems
- Maintain an issues log
- Update operating plans as necessary
- Recommend improvements to O&M data collection and comfort response procedures
- A LEED compliant quality control review of all documentation

Continuous Energy Monitoring and Optimization

Under the Continuous Energy Monitoring and Optimization (CEMO) program, GBS will create and implement a written plan based on a 12-month reporting cycle. Contents of this program will include but not be limited to:

- Review and document energy utility usage entered into the ENERGY STAR Portfolio Manager program
- Provide energy use trends and graphics and identify anomalies
- Review of energy alarm trend data and recommended modifications to the systems
- Document, manage and monitor any changes implemented including energy saving calculations

On a bi-monthly basis GBS will organize and conduct an OCx and Continuous Energy Monitoring and Optimization status meeting to review and address findings, outstanding items on the issues log, recommended changes to the facilities operations (practices, control set points, etc.), and upcoming OCx services. A report will be issued at the conclusion of each meeting documenting the outcomes, status, next steps and responsible parties.

Work Plan Schedule

The LEED-EB: O&M credit EAc2.3 Ongoing Commissioning requires the commissioning of all building energy systems on a continuous two-year cycle. To align with the OCC's LEED-EB: O&M recertification in 2019, three OCx cycles are required, which must be completed in the following timelines:

1. Cycle 1: January – June 2016

During this cycle GBS will perform all OCx services with OCC Operations Staff performing an observation and assistance role. In addition GBS will develop or modify functional test procedures (FTP's) provided in the facility Systems Manual and review and enhance existing preventive maintenance procedures to include performance testing procedures. In this initial cycle GBS will also provide overview training on OCx practices and principals.

Scope of Work – Attachment A

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2. Cycle 2: July 2016 – June 2018

During this cycle OCC Operations Staff will take the lead on performing FTP's with GBS closely monitoring, guiding and instructing. GBS will be present to monitor approximately 60-70% of the FTP's.

3. Cycle 3: July 2018 – June 2020

During this cycle OCC Operations Staff will again take the lead on performing all FTP's with GBS overseeing approximately 20-30%.

Additional Services

GBS can supply additional services as needed and on a requested basis. The list includes but is not limited to the following items. In some instances, GBS may act as a contractor, subbing services out certain services to trusted professionals with particular expertise in a given area. Subconsultants or subcontractors will be selected with OCC's approval.

- Test, adjust and balance services
- Envelope thermal analysis
- Envelope commissioning
- Building Automation System (BAS) consulting
- ASHRAE 55 analysis (compliant with LEED-EB: O&M credit IEQc2.3)
- Facilities condition assessment
- Construction management
- Project design review and commissioning of new equipment/system installations
- Energy Trust of Oregon (ETO) project management and coordination
- Establishment and implementation of computerized maintenance management system (CMMS)

3. Deliverables/Outcomes

- GBS will ensure all LEED requirements, procedures, and documents are in full compliance with the LEED rating system for commissioning (credit EAc2)
- GBS will develop or update the functional test or trend logging procedures provided in the OCC's Systems Manual
- GBS will train OCC Operations staff to perform and properly document the various functional test procedures (FTP).
- Under the Continuous Energy Monitoring and Optimization (CEMO) program, GBS will create and implement a written plan based on a 12-month reporting cycle

Scope of Work – Attachment A

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4. Payment and Billing

Technical Services

Cycle 1: January – June 2016 (6 months)

Ongoing Commissioning	\$95,900
Continuous Energy Monitoring & Optimization	<u>\$7,300</u>
Subtotal:	\$103,200

Cycle 2: July 2016 – June 2018 (24 months)

Ongoing Commissioning	\$65,600
Continuous Energy Monitoring & Optimization	<u>\$20,400</u>
Subtotal:	\$86,000

Cycle 3: July 2018 – June 2020 (24 months)

Ongoing Commissioning	\$48,500
Continuous Energy Monitoring & Optimization	<u>\$21,700</u>
Subtotal:	\$70,200

Total: \$259,400

Additional Services

Interrelated services to be provided, as requested, include but are not limited to:

1. Test, adjust and balance services
2. Envelope thermal analysis/imaging
3. Envelope commissioning
4. Building Automation System (BAS) Consulting
5. ASHRAE 55 analysis (compliant with LEED-EB: O&M credit IEQc2.3)
6. Facilities condition assessment
7. Construction Management
8. Project design review and commissioning of new equipment/system installations
9. Energy Trust of Oregon (ETO) project management and coordination
10. Establishment and implementation of computerized maintenance management system (CMMS)

Reimbursable Expenses Estimate

Copies, printing, travel, etc. \$250

All expenses will be billed at cost plus 6%

GBS Hourly Rates on following page

Scope of Work – Attachment A

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Classification	Hourly Rate
Principal	\$170
Associate Principal	\$150
Senior Consultant	\$130
Consultant	\$115
Senior Commissioning Consultant	\$130
Energy Modeling Technician	\$110
Project Manager	\$115
Project Coordinator	\$ 95
Administrative Services	\$ 50

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number and contractor name shall be referenced in the email subject line. Metro requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.