

PROPOSAL

City of Ketchum

Fire Station #1

Ketchum, Idaho

Sustainability Program Management

brightworks.net

Prepared by

Joshua Hatch

PRINCIPAL

josh.hatch@brightworks.net

Gabriela Crespo

SENIOR ENERGY ANALYST

gabriela.crespo@brightworks.net

(800) 733-7440

brightworks.net

Services

LEED Services
Healthy & Sustainable Materials
Energy & Daylight Modeling
Advanced Green Buildings
Green Building Consulting
Energy, Carbon, Waste, & Water
Planning & Infrastructure
Corporate Sustainability Programs
Reporting & Regulatory Compliance
Workshops & Professional
Education

Office Locations

Portland, OR
Berkeley, CA
Los Angeles, CA
Cleveland, OH
Nashville, TN
New York, NY

PROPOSAL

DATE 1/28/2020

TO **DPPM Project Management**
Dennis J. Potts

FROM **Brightworks Sustainability**
Joshua Hatch
Gabriela Crespo

RE **City of Ketchum**
Fire Station #1

DELIVERY Electronic Only

CONTENTS Project Understanding
Scope of Basic Services
 Sustainability
 Resiliency
 Energy Modeling and Analysis
 Fundamental Commissioning
Scopes of Optional Services
 Enhanced Commissioning for LEED
 Enhanced Materials Support
Professional Services Fees
Standard Terms and Conditions

PROJECT UNDERSTANDING

The City of Ketchum recently received voter approval to proceed with the design and construction of a new fire station. The project is currently in the schematic design phase and moving through the City's Planning and Zoning Commission approval process. With the anticipated completion of the Planning process in February 2020, the City is seeking the services of a Construction Manager as General Contractor (CM/GC) for the remaining phases of the project. They are also soliciting qualifications and proposals for LEED Program Management, including the consideration of healthy building, resiliency, and high-performance building strategies for energy efficiency.

LEED certification or equivalent is desired at the LEED Silver level, which will also require Energy Modeling and Fundamental Commissioning. Additional services for Enhanced Commissioning and Enhanced Materials Support have also been included in this proposal as Optional Services that may be helpful to support the team on this project.

SCOPE OF BASIC SERVICES

- *Sustainability*
- *Resiliency*
- *Energy Modeling and Analysis*
- *Fundamental Commissioning for LEED*

Sustainability

PRELIMINARY LEED PROGRAM PLANNING & LEED KICK-OFF

Brightworks will review the project's current design documents relative to the LEED v4 rating system to develop a preliminary LEED Scorecard & LEED Summary. Then, we'll facilitate a focused LEED Kick-off meeting with the owner and essential members of the design and construction team to review and discuss the preliminary LEED Scorecard relative to the current design and the owner's interests and goals. The successful outcome of any sustainability program and LEED certification effort requires a careful understanding by the entire design and construction team of the owner's intent, experience, and expectations for the green building project. This meeting will set a tone of collaborative to be carried out over the course of the project.

For each and all of the prerequisites and targeted credit strategies, Brightworks will capture critical information about the design relative to LEED requirements, issues to resolved, action items and responsible team member firm(s). After the LEED Kick-off, we'll deliver an updated LEED Scorecard &

Program Summary. As a tool to keep the entire project team apprised of the project's LEED program, Brightworks will regularly update and periodically re-issue these documents over the course of the project.

LEED INTEGRATION AND RESPONSIBILITY MANAGEMENT

Brightworks will work with team members to provide guidance and direction on implementation of strategies to achieve LEED NC v4 certification. Brightworks will actively track and coordinate team member responsibilities for analysis of sustainability strategies. Brightworks will also coordinate the development of LEED documentation to demonstrate rating system compliance.

Brightworks will see that issues for discussion and resolution are documented and distributed to the project team on a regular basis in coordination with the project schedule. Brightworks will facilitate up to twelve (12) LEED Update Meetings during design and construction documents in-person or by teleconference and participate in targeted, periodic design team meetings by teleconference to address LEED agenda coordination issues and delivery of final completed documentation.

RESEARCH, SUPPORT, AND COST ANALYSIS

Investigating and evaluating alternative strategies that meet project goals and fulfill LEED requirements is critical to the success of a LEED project. Brightworks will manage the evaluation of LEED strategies, and assist the team in determining appropriate sustainability strategies are selected. Brightworks will conduct research and provide professional opinions on:

- Opportunities for advantageous switches from LEEDv4 to v4.1 credit paths to demonstrate compliance
- Project precedence where similar LEED strategies have been employed
- Compliance paths for LEED Innovation, Pilot and Exemplary Performance Credits
- LEED credit interpretations based upon available GBCI data, Brightworks project experience, and formal Credit Interpretation Rulings (CIRs)
- Green power quotes

Brightworks will serve as the project representative in formal inquiries to the US Green Building Council to provide the project team with interpretations and updates on GBCI rulings.

DRAWING AND SPECIFICATION REVIEW

Brightworks will provide Division 1 Specifications to define the LEED process and contractor responsibilities for this project. These will include:

- 018114 Sustainable Design Requirements
- 017419 Construction Waste Management
- 018119 Construction Indoor Air Quality Management

Brightworks will conduct LEED Specification and Drawings Reviews to confirm inclusion of the LEED requirements into the construction documents. Brightworks will work with the architects' specifications writers at desired points in the schedule to integrate the LEED submittal requirements for material-related performance. Reviews will occur at milestone deliverables including DD and 50% CD.

LEED MATERIALS SUPPORT: DESIGN VETTING

Brightworks will focus on the technical review and analysis of materials that meet the LEED v4 Building Product Disclosure and Low Emitting Interiors Credits. Brightworks will complete a material vetting process that includes reviewing available information in materials documentation from the manufacturer as available in their product data sheets and on their website. Brightworks will compare available information with the various LEED requirements and disclosure and reach out to manufacturers for additional context and information on where they may be in the process of assessing and publishing the impacts of their materials in support of the LEED credit requirements. Brightworks will summarize our findings in a memo and present the results to the project team, including impact on achieving the LEED credits and provide preliminary recommendations for alternates.

Building Product Disclosures

Based upon the Design Development drawings and specifications and continuing throughout CDs, Brightworks will provide a detailed assessment of between 30 - 40 building products to meet LEED v4 credit criteria. When originally specified materials do not meet the criteria, Brightworks will research compliant materials and make suggestions for alternates.

- BPD: Environmental Product Declarations (EPDs)
- BPD: Sourcing of Raw Materials
- BPD: Materials Ingredients

Low Emitting Interiors

Brightworks will assess all materials for compliance with LEED v4 Low Emitting materials credit and provide preliminary recommendations to meet LEED requirements. Assessment will focus on new v4 requirements for general emissions testing for Interior Paints and Coatings, Interior Adhesives and Sealants, Flooring, Composite Wood, Ceilings, Walls, Thermal and Acoustic Insulation.

CONTRACTOR TOOLS AND SUPPORT

The General Contractor is typically responsible for carrying out approximately one quarter of all LEED credits the team may pursue. Brightworks will conduct a LEED kick-off meeting with the General Contractor and sub-contractors to share our experience with the Contractor-specific LEED requirements and provide continuity in understanding the LEED certification approach for key design intentions to be carried out.

Brightworks will conduct a contractor/architect LEED submittal review training. This allows us to ensure that protocols are in place for LEED issues to be escalated to Brightworks for clarification or interpretation in a timely and efficient manner as part of the architect's submittal review process and that the contractor understands what is required of them for reporting and documentation. Brightworks will coordinate with the Architect and Contractor for LEED criteria and documentation.

Brightworks will meet regularly (approximately every 4 to 6 weeks) to advise and ensure that the Construction Phase LEED credit criteria are being met during construction phases and provide continuity as construction staff changes over a long construction schedule. Meetings to be coordinated with the General Contractor.

The General Contractor is responsible for authoring the project's construction waste management and indoor air quality management plans, documenting implementation of those plans, tracking other site and materials related data, and producing exhibits of their records for LEED certification review. Brightworks will assist in the development of these plans by providing templates and reviewing one (1) draft of each plan and each final plan.

Assumptions

Our basic scope is based on the following assumptions: The General Contractor is responsible for completing the implementation and documentation associated with the LEED Construction-Phase prerequisites and credit strategies the project team determines as achievable.

If additional support is desired by the General Contractor, Brightworks offers a LEEDv4 Contractor Support service package as an additional service.

CERTIFICATION COMPLETION PHASE

Brightworks will administrate and manage the Online web interface for team members to upload LEED documentation for third-party review.

Brightworks will coordinate design team documentation for complete and consistent submittals that are finished in a timely manner. Documentation completion will be the primary responsibility of the team members involved with their related discipline, as noted in responsibility management documents. Brightworks will assist with documentation completion for some credits, but we cannot document LEED prerequisites or credits requiring engineering calculations.

Brightworks will review all documentation prior to submitting for certification, engaging in an internal peer review process to minimize the potential for rejection of submittals by GBCI. Once we have determined that the project documentation is complete, we will submit the project for preliminary LEED

review and advise the project team on responses to comments returned by GBCI in the review process before submitting for final review. Brightworks highly recommends submitting separate Design Phase and Construction Phase LEED reviews. The Design Phase review will occur shortly after 100% CDs and Construction Phase review shortly after construction ends.

Brightworks will collaborate with the project design and construction team to create a narrative that highlights the project's sustainability features and draws on industry statistics and applicable environmental data to showcase the project's achievements. This material may be used subsequently for marketing and promotional purposes by the project team.

Brightworks will support the owner in setting-up a project profile in ENERGY STAR Portfolio Manager (ESPM), and we'll provide training on entering in ESPM the project's actual monthly energy and water usage data. Providing this information to US Green Building Council via ESPM is an on-going requirement for all LEED certified projects, and more importantly, using the ESPM platform is a simple yet very valuable tool for tracking the project's actual performance over time and benchmarking it relative to other comparable facilities.

Resiliency

Defining and implementing resiliency strategies and/or certification is a custom process for every project, which depends on factors such local and geographic risks, as well as the program and function of the building. In the context of a public safety facility like a Fire Station, resiliency is of heightened importance. It is in the best interest of every resident of Ketchum that their Fire Station be resilient to extreme events, whether natural (e.g. wildfire, flood, viral outbreak, etc) or human-caused (e.g. terrorism, active shooter, etc). Resilience-focused certifications and standards, including RELi, are relatively recent to the market.

Brightworks has experience with regional, resilience-based building codes, as well as with RELi, and has also been involved in crafting custom resiliency programs for selected projects. Our recommendation and scope for this project includes an investigation and evaluation of risks and associated resiliency themes and strategies that would be most impactful for this project, as well as a preliminary assessment of the RELi rating system. At the conclusion of our evaluation, we will make a recommendation to the City of Ketchum for implementation that could include additional scope for the architect, structural engineer, Brightworks, and/or another consultant. Since it will depend on the outcome of the resilience assessment, this additional scope is to-be-determined at this point, and is not included in this proposal.

Energy Analysis and Modeling

EUI ANALYSIS

Brightworks will provide early energy analysis and targeting to help establish an appropriate and aggressive energy efficiency target for the project's Energy Use Intensity (EUI). Brightworks has access to a wealth of energy benchmarking data for all facility types, with a uniquely rich dataset in fire stations from our prior work for City of Seattle, City of Bellevue, and City of Portland. Additional analysis that includes consideration of this EUI dataset and customization for the City of Ketchum climate and the program of this fire station will allow for an informed and ambitious goal for energy performance in the format of an EUI target. This will guide efforts in the energy modeling and consideration of alternative energy sources.

Setting a target EUI for projects helps drive the design and select the appropriate strategies to achieve that target EUI. A good metric for setting the EUI target is the Architecture 2030 Challenge, which calls for a reduction of 80 percent compared with the Commercial Buildings Energy Consumption Survey (CBECS) benchmark for 2003.

EUI Analysis is completed largely during the Schematic Design phase, which leads to a very integrated design project outcome. During this phase, Brightworks will, review the Basis of Design and early schematic drawings to assist with establishing Energy Use Intensity (EUI) targets. We will compare the performance relative to the proposed Basis of Design of the building, using early energy modeling ("shoe-box modeling") to explore how to reduce energy loads and accomplish energy efficiency goals by questioning default assumptions and testing various options. This also meets the requirements of the LEED integrative design process credit. We will assess potential options and strategies to meet desired project performance and document how the analysis below informed the design decisions in the projects OPR and BOD. Analysis will include basic envelope attributes, lighting analysis, thermal comfort ranges, plug and process load needs, programmatic and operational parameters, and other considerations. Programmatic parameters may include system evaluation to evaluate energy efficiency, maintenance, capital cost, acoustics, equipment life, and spatial impacts. As more than half a building's energy is utilized for heating and cooling, the goal is to help team make an informed decision on the system direction based on the criteria most important to meeting the project goals. The deliverable from this effort will include a systems comparison summary for each primary building type, supplemented with Bluebeam markups to understand the programmatic needs associated with each system type.

Our energy modeler will work with the design team to analyze the energy efficiency measures in consideration and set energy performance targets, simulate results, and make recommendations based on relative and absolute impact of various strategies. A memo outlining the energy modeling assumptions and summarizing the energy performance results will be provided to the team.

LEED ENERGY MODELING

Brightworks provides energy modeling analysis to inform the design and decision-making process as well as to quantify and document energy performance for in support of LEED certification, serving a critical role in support of IPc1, EAp2, EAc1, and EAc2. Our energy modeler will work with the design team to set energy performance targets, identify energy efficiency measures, simulate results, and make recommendations based on relative and absolute impact of various strategies. These could include measures such as high efficiency mechanical systems, lighting systems and controls, daylighting controls, shading, renewable energy, and others.

In cooperation the design team, we will strive to combine energy performance results with measure cost premiums to provide decision-making information such as simple payback, life cycle cost assessments, greenhouse gas savings, and other relevant and important metrics.

After the schematic design phase is over, the EUI target should be set and agreed upon, as well as the strategies that will lead the team to achieving this goal. The energy model must then be updated as part of the Design Development phase, where the following activities and processes take place:

It is important to get a preliminary energy model set up and run to evaluate building orientation, massing, and major architectural considerations. Brightworks will continue working with the MEP Engineers on the energy model to identify proposed systems, increase accuracy and reflect the progress of the design. The process throughout design generally follows this approach:

- Build or adapt a detailed proposed model using the AutoCAD backgrounds or REVIT model provided by Architect or the shoe box model built during the schematic design and the drawings provided by the team. The software used for the analysis will automate the generation of the Baseline energy model using the appropriate code (ASHRAE 90.1).
- Compare energy performance relative to the standard or code building.
- Coordinate with MEP Engineers on proposed systems and analyze the Design Development proposed building including the identified energy efficiency measures.
- Provide a short memo and participate in a full team coordination call summarizing energy savings target, performance of proposed building relative to baseline, and potential savings from the efficiency measures.
- Refine proposed building energy model using latest designs to improve accuracy and provide analysis and recommendations necessary for decision-making.

Finally, the Construction Documents Phase puts the focus on providing final input for design decisions and getting the energy model close to completion in anticipation of design coming to an end. After 100% CD, the focus is on completing the final energy model and submitting it to USGBC for review and

acceptance of the energy model and the performance it demonstrates. During this phase, Brightworks will:

- Review any energy efficiency measures that are still under consideration that may be needed to meet energy performance goal
- Review 100% Construction Documents and confirm with design team the selected efficiency measures have been incorporated into the design.
- Complete the energy model based on the 100% Construction Documents
- Submit Final Energy Model, Summary Report, and LEED Credit Form to USGBC for review. Includes completion of Energy and Atmosphere Prerequisite 2 – Minimum Energy Performance and Credit 1 – Optimize Energy Performance.
- Respond to LEED review comments from GBCI review team.

Energy Modeling Scope Assumptions

- Our scope is based on the following assumptions:
 - o A maximum of two (2) energy model runs and summary of results per building, including a MEP Design Development model, and a Final Energy Model after 100% CD. Additional energy model runs are not included and will be billed on a Time & Materials basis.
 - o A range of five to ten (5-10) energy efficiency measures are included for separate analysis and results to assist in design decision-making for strategies under consideration. It is assumed that the measures analyzed during the design phase do not involve a major rezoning exercise of the energy model.
 - o Energy models are professional estimations of energy performance given information available from the design documents and owner about expected building usage patterns. Actual performance will likely vary based on actual owner and occupant habits, annual weather deviations, and other factors outside of our control.
- No exceptional calculations are included in our analysis or expected to be required for this project. Exceptional calculation measures are optional and will be billed on a Time & Materials basis with approval from the Owner.

Fundamental Commissioning for LEED

Brightworks offers Commissioning as part of an integrated scope of services for LEED certification. Commissioning is a quality-oriented process that helps project teams meet the Owner's project requirements. It is also part of the pre-requisites to achieve LEED Certification. Ideally the Commissioning process should begin at the Pre-design phase and continue throughout the Construction and Occupancy Phases.

The process includes design reviews as well as on site visits to ensure that the systems meet the defined objectives and criteria for the project's success. The Commissioning process is a team-oriented process which is why it is necessary to engage the whole team to ensure project success. The owner should be involved in the process, as well as the Project Manager. The team is assumed to be accountable for the quality of their work.

LEED v4 includes Commissioning as a pre-requisite with Fundamental Commissioning and Enhanced Commissioning where points can be obtained by implementing different strategies.

The Fundamental Commissioning scope of services includes the following activities (HVAC, domestic hot water, and electrical):

- Review the Owner's Project Requirements (OPR)/Basis of Design (BOD) document and provide input.
- Develop a Commissioning Plan that is updated during the course of the project.
- Review final plans and specifications with respect to their completeness in areas related to the commissioning process.
- Schedule the construction-phase coordination meeting of the Commissioning team.
- Verify installation for adequate accessibility for maintenance of the HVAC equipment.
- Develop the Pre-Functional Checklists (PFC's), installing contractor to be responsible for completing checklists, CxA will spot check for completeness and accuracy.
- Develop Functional Performance Tests and direct tests, document, and follow up on deficiencies. Please note that installing contractor is responsible to demonstrate that the
- units are operating per design so they will be responsible for the manipulation of set points to test equipment
- Develop and update the Current Facilities Requirements (CFR) and Operations and Maintenance (O&M) Plan.
- Prepare final Commissioning Report.
- Assemble final LEED documentation

SYSTEMS TO BE COMMISSIONED

The Commissioning process activities shall be completed for the following energy-related systems:

- All Heating, Ventilating, Air Conditioning, and Refrigeration (HVAC&R) systems (mechanical and passive) and associated controls
- Electrical and Lighting Controls
- Domestic hot water systems
- Renewable Energy Systems, if applicable

The following items are not included in our scope of work:

- Physical attendance at weekly QC meetings (teleconference only).
- Commissioning of fire alarm, sprinkler, fire pump systems, or processes (these items should be performed by the Fire Protection Engineer or his authorized representative).
- Low Voltage Systems (IT, Access Control)
- Energy Analysis software – this is to be provided, setup and programmed by others
- Building Envelope Commissioning outside of the design review provided as part of EAp1 (i.e. no physical testing of the building envelope).
- Development of Basis of Design or drawings
- Execution of any improvements or correct any errors in the installations
- Execution of tests, the CxA will testify but the work must be carried out by the contactor
- Contractor should provide all instruments and equipment to carry out the pre-functional and functional tests. Including ladder and technical personnel needed.
- Pre-functional tests may be done through sampling of 20% of each type of equipment but no less than 10 units.
- System functional tests should be focused on testing whole system but may also be based on sampling of 20% terminal units/spaces.

SCOPE OF OPTIONAL SERVICES

- *Enhanced Commissioning for LEED*
- *Enhanced Materials Support*

LEED Enhanced Commissioning

The Enhanced Commissioning (Option 1 Path 1) scope of services includes those items listed for Fundamental Commissioning, and the following:

- Receive and review approved contractor submittals applicable to systems being commissioned.
- Verify that Owner's Training is included as a requirement as part of the construction documents.
- Receive and review approved O&M manuals.
- Develop a systems manual for the commissioned systems.
- Verify Owner's Training is scheduled between contractors and owner.
- Verify Seasonal Testing (if needed)
- Review building operation with O&M staff and occupants after ten (10) months of substantial completion and resolve any outstanding commissioning-related issues.

The following items are not included in our scope of work:

- Physical attendance at weekly QC meetings (teleconference only).
- Commissioning of fire alarm, sprinkler, or fire pump systems (these items should be performed by the Fire Protection Engineer or his authorized representative).

SYSTEMS TO BE COMMISSIONED

The Commissioning process activities shall be completed for the following energy-related systems:

- All Heating, Ventilating, Air Conditioning, and Refrigeration (HVAC&R) systems (mechanical and passive) and associated controls
- Electrical and Lighting Controls
- Domestic hot water systems
- Renewable Energy Systems, if applicable

Enhanced Materials Support

This scope would provide intensive and direct support for the achievement of LEED or other materials-related goals for the project. It could be geared toward supporting the Architect with their product selection, or toward supporting the General Contractor with product procurement and documentation.. The scope of this additional work is limited to a not-to-exceed budget of 50 hours of consulting support, targeted at those tasks identified during the project as the best fit to support the project's materials-related goals.

ADVANCED MATERIALS SELECTION ASSISTANCE

Brightworks will work with City of Ketchum and the architect to better define the materials-related goals of the project, which may be to align with LEEDv4 criteria, and/or include more ambitious goals related to selecting materials with low toxicity, low embodied carbon, or that use alternative construction methods (cross laminated timber, etc). We will provide additional assistance to identify opportunities for alternative materials, and provide research and investigation to identify, consider, and decide on materials appropriate to the goals of the project. Materials specification is ultimately the job of the architect, and all final material selections will need to be approved by the architect.

MRc2: Environmental Product Declarations, MRc4: Material Ingredients

Manufacturers and vendors will need to provide Environmental Product Declarations and Material Ingredient Reports for the materials installed on the project. Many vendors do not yet have this documentation and this will require additional coordination, education, and potentially sourcing alternative suppliers that have the required documentation to meet various LEED v4 requirements.

Brightworks will review the secured LEED Material Buyout Forms and supporting backup information submitted from subcontractors and the contractor. Brightworks will electronically compile these forms and product sheets into a Building Product Disclosure and Optimization material management spreadsheet. Brightworks will prepare periodic updates to the project team on credit status. Once all materials have been purchased for the project, Brightworks will prepare the credit documentation for LEED Online on behalf of the General Contractor. Brightworks, in coordination with the General Contractor, will develop and submit responses to any – if any – preliminary review comments from USGBC/GBCI.

EQc2: Low-Emitting Materials Suite

Brightworks will review the secured LEED Material Buyout Forms and supporting backup information from subcontractors and the contractor. The LEED EQc2 low-emitting materials suite addresses adhesives, sealants, paints, coatings, insulation, ceilings, flooring systems and composite wood/agrifiber products. These forms and product sheets will be compiled electronically by Brightworks into a material management spreadsheet. Once all materials have been purchased for the project, Brightworks will

prepare the credit documentation for the four EQc4 credits LEED Online on behalf of the General Contractor. Brightworks, in coordination with the General Contractor, will develop and submit responses to any – if any – preliminary review comments from USGBC/GBCI.

PROFESSIONAL FEES

Brightworks will invoice monthly against the following fixed fees. The monthly invoice will reflect the total phase fee divided by the duration of each phase.

Basic Services	FEE
Sustainability (LEED Certification Management)	\$41,200
Resiliency	\$2,100
Energy Analysis and Modeling	\$23,000
Fundamental Commissioning	\$25,000
Subtotal	\$91,300
Reimbursable Expenses (<i>Billed at cost, no markup</i>)	\$2,500
TOTAL	\$93,800

Optional Services	FEE
Enhanced Commissioning	\$8,000
Enhanced Materials Support	\$5,000

STANDARD TERMS AND CONDITIONS

If this proposal meets with your satisfaction, please sign and return a copy of these Standard Terms and Conditions as Notice to Proceed. Thank you – we are excited to work with you!

1. Agreement

The Brightworks Sustainability, LLC Standard Terms and Conditions (“Terms and Conditions”) supplement the attached proposal to provide services for the project known as _____ (“Project”) submitted by Brightworks Sustainability, LLC, an Oregon Limited Liability Corporation, (“Brightworks”) to _____ (“Client”) and dated _____ (“Proposal”). The Proposal and Terms and Conditions collectively form the agreement by which Brightworks shall provide services to the Client for the Project (hereinafter, the “Agreement”), which is effective as of _____. Where a provision of the Proposal is inconsistent with a provision of the Terms and Conditions, the Proposal shall govern.

2. Scope of Services

Brightworks shall provide the professional services described in the Proposal (“Services”). “Additional Services” are services in addition to those described in the Proposal, for which Brightworks shall be compensated by Client. Additional Services shall include, without limitation, services necessitated by a material change to information or reasonable assumptions upon which the Proposal is based, increased Project scope beyond what is described in the Proposal, or project revisions that require Brightworks to re-evaluate, re-design, or re-document work. Unless otherwise agreed in writing, Additional Services shall be provided on a time and materials basis at Brightworks’ standard hourly rates as stated in the Proposal.

3. Standard of Care

Brightworks shall perform the Services in a manner consistent with the degree of skill and care ordinarily exercised by those providing the same services in the location of the Project, under similar circumstances. Brightworks makes no other warranty, certification or guarantee with respect to the Services. Brightworks specifically disclaims any implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. In addition, because the success or failure of any effort to achieve a green building certification is necessarily contingent upon on a wide range of factors that are outside of Brightworks’ control, including the participation and cooperation of others, such as project owners, contractors, architects, engineers and consultants, Brightworks does not guarantee that the Services will result in the successful certification of the project under any certification standard, or that any specific level of certification will be achieved.

4. **Compensation, Payment, Reimbursable Expenses**

Brightworks shall be compensated and its expenses reimbursed as provided in the Proposal. Brightworks shall invoice Client monthly. Payment is due upon presentation of Brightworks' invoice. Unless otherwise agreed in writing: A) Invoices not paid within 45 days shall accrue interest at the rate of 1% per month, B) Payment to Brightworks shall not be contingent on Client's receipt of funds or payment from any third-party, C) Reimbursable expenses include travel, copying, overnight mail, and other Project related costs, and shall be reimbursed at 1.05 times (105%) cost and D) Brightworks will not pay or advance third-party rating system registration or certification review costs for the project.

5. **Client Information**

Client acknowledges that Brightworks' ability to provide the Services depends, in part, on project specific information that may change during the course of a project. Brightworks is entitled to rely on any information, plans, estimates, data, studies, reports, equipment, product descriptions, and other project information provided to it by Client. Client shall promptly notify Brightworks of changes to project information previously provided to Brightworks.

6. **Instruments of Service**

All of the documents prepared by Brightworks related to the Project are instruments of service for use on the Project by the Client, and shall be delivered in a static format not intended to allow modification, except as provided herein. Brightworks grants Client a non-exclusive license to use instruments of service for the Project. Brightworks retains ownership and copyright rights on the documents. Brightworks' instruments of service may not be modified or used on any other project without Brightworks' prior written agreement. At Client's request, Brightworks will provide Client modifiable electronic documents for Client's convenience, subject to the following conditions: A) In the event of a conflict, Brightworks static, non-modifiable work-product shall govern, B) Brightworks makes no representation regarding the compatibility of the modifiable electronic documents with Client's software, C) Brightworks makes no representation regarding the suitability of the modifiable electronic documents for Client's use, D) Brightworks may remove or obliterate its name, title block, professional seals or certifications from any modifiable electronic document, and E) Client will not distribute the modifiable electronic documents to any third-party without Brightworks' prior written consent.

7. **Termination**

Either Client or Brightworks may terminate or suspend this Agreement should the other party substantially fail to perform as required under this Agreement, but only after giving the other party ten (10) calendar days' prior written notice and opportunity to cure the substantial nonperformance. Brightworks shall not be liable for damages caused by delay, or otherwise, that arise from Brightworks' suspension or termination following Client's failure to perform as required. In addition, either party may terminate this Agreement for convenience with ten (10) days written notice. In the event of termination

for cause or convenience by either party, Brightworks shall be compensated within thirty (30) days for services provided up to the date of termination.

8. Dispute Resolution

At least fourteen (14) days prior to initiating dispute resolution (mediation, arbitration or litigation), the initiating party shall provide the responding party a detailed written statement of the matters in dispute. Principals of the parties shall meet in Brightworks’ Portland, Oregon office with fourteen (14) days of the delivery of the statement to endeavor to negotiate a resolution of the dispute. Any matters not resolved by negotiation shall be resolved as follows. First, mediation in Portland, Oregon shall be a condition precedent to binding dispute resolution, and the parties shall share the cost of mediation equally. Any controversy or dispute not resolved in mediation shall be resolved by arbitration administered by the Arbitration Service of Portland, in Portland, Oregon, and the award rendered by the arbitrator(s) may be entered as a judgment in any court having jurisdiction thereof. In any arbitration, the substantially prevailing party shall be awarded its defense costs, including reasonable expert and attorneys’ fees after consideration of settlement offers.

9. Marketing Material

Brightworks may identify and describe the Project in its marketing materials. Upon the request of Brightworks, Client will provide images or renderings of the Project for use by Brightworks in marketing materials.

10. Insurance

For the duration of the project, Brightworks shall maintain insurance coverage as follows:

COMMERCIAL GENERAL LIABILITY (“CGL”)	\$2,000,000 each occurrence \$4,000,000 general aggregate
WORKER’S COMPENSATION	Statutory \$1,000,000 EL each accident \$1,000,000 EL disease, each employee \$1,000,000 EL disease, policy limit
AUTOMOBILE	\$2,000,000 combined single limit
PROFESSIONAL LIABILITY (“PLI”)	\$3,000,000 per claim \$3,000,000 aggregate

PLI shall be maintained for three (3) years following completion of the Project, so long as it is commercially available and reasonably affordable to Brightworks.

11. **Indemnification**

Brightworks and Client each agrees to indemnify the other against any and all liability, damages, costs and expenses including reasonable attorney's fees and expert fees (collectively "Damages"), that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Brightworks nor Client shall be required to indemnify the other to the extent damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent or contributory). Neither Brightworks, nor Client, shall have a duty to provide the other an up-front defense of any claim.

12. **Limitation of Liability**

Brightworks' (including its directors', officers' and employees') total and aggregate liability, whether arising in tort or contract, or otherwise, for any cause of action shall be limited as follows: (A) for insured liabilities with the exception of professional negligence, to the amount of insurance then available to fund any settlement, award or verdict; (B) for professional negligence and uninsured liabilities not required to be insured under this Agreement, to the lesser of the amount of Brightworks' fee under this Agreement or \$25,000. In no event shall Brightworks be liable to Client for special, incidental, consequential, punitive or exemplary damages suffered by Client, even if Brightworks has previously been advised of the possibility of such damages.

13. **No Third-Party Beneficiary**

This Agreement does not give any rights or benefits to anyone other than Client or Brightworks. There are no third-party beneficiaries to this Agreement.

14. **Entire Agreement**

This Agreement, states all of the terms of the parties' Agreement respecting its subject matter and supersedes and replaces in their entirety all prior and contemporaneous written or unwritten representations, negotiations, commitments and agreements respecting its subject matter. The Services are governed exclusively by this Agreement, and this Agreement may not be modified or amended except by mutual written agreement of Brightworks and Client. Each of the parties has had an opportunity to negotiate the terms and conditions expressed herein; therefore, this Agreement will not be construed more strictly against either party as the drafter.

15. **No Assignment**

Neither party may assign its rights or obligations under this Agreement, except that Brightworks may utilize contractors or subconsultants to provide services required by this Agreement.

16. Applicable Law and Venue

Oregon law will govern the interpretation of the Agreement and all claims between the parties. Venue for any claim arising from or related to this Agreement shall be Portland, Oregon.

17. Severability

In the event any provision of this Agreement is determined to be unlawful, then remainder shall be enforceable.

	CLIENT	BRIGHTWORKS SUSTAINABILITY, LLC
SIGNATURE OF AUTHORIZED REPRESENTATIVE	<hr/>	<hr/>
PRINTED NAME	<hr/>	Joshua Hatch PRINCIPAL josh.hatch@brightworks.net
DATE	<hr/>	1/28/2020