

CONTRACT NO. 1158

This number must appear
on all invoices

**PORT OF PORTLAND
AMENDMENT NUMBER 3
PERSONAL SERVICES CONTRACT
Energy Savings Performance Contracting Technical Energy Audit Services**

Parties:	Port of Portland P.O. Box 3529 Portland, Oregon 97208	("Port")
	McKinstry Essention, LLC 5005 3rd Ave S Seattle, WA 98134	("Provider")

RECITALS

- A.** The parties entered into a Personal Services Contract effective December 19, 2017, (the "Contract") under which Provider offers Preliminary and Technical Energy Audit Services (the "Services") to the Port.
- B.** Amendment No. 1, executed on January 30, 2018, amended the Contract to add new Contract Sections: Section 22. FEMA Standard Terms and Conditions; Section 23. Community Development Block Grant Addendum; and Section 24. Uniform Administrative Requirements.
- C.** Amendment No. 2, executed October 21, 2021, amended the Contract to modify Schedule 2.1 to add a new Section 2.1.6 titled "Energy and Infrastructure as a Service."
- D.** The parties now wish to amend the Contract as follows:
 - 1.** Extend the Term.
 - 2.** Add a new Contract Section titled "Technical Services Scope of Work".
 - 3.** Add a new Rates for Technical Services.

AGREEMENT

1 TERM

The Port exercises the option to extend the Contract by five years. Provider has received

or waives its right to notice of such exercise accordingly. Section 1 of the Contract is amended to provide that the expiration date is December 3, 2028.

2 SERVICES

Section 2.1 is amended to modify Schedule 2.1 General Scope of Services to add a new section 2.1.7. as follows:

2.1.7 Technical Services Scope of Work

The scope of work below is Commissioning (Cx) Services which may include but not limited to New Construction Commissioning (NCCx), Retro-Commissioning (RCx) and/or Existing Building Commissioning (EBCx), Monitor Based Commissioning (MBCx) and Building Envelope Commissioning (EBCx). The scope of work is extended to encompass commissioning services of systems and components within the facilities associated with the project. In addition to the originally specified systems, this expansion includes but is not limited to the existing contract. Provider will ensure that these systems are tested, verified, and documented to meet the project's operational requirements and operating at maximum efficiency.

- a. New Construction Commissioning (NCCx) refers to a comprehensive process that ensures all building systems, equipment, and components within a facility operate optimally, efficiently, and in accordance with design intent and industry standards.
- b. Retro-Commissioning (RCx) or Existing Building Commissioning (EBCx) targets optimizing the performance, energy efficiency, and functionality of existing building systems and equipment.
- c. Monitor-Based Commissioning (MBCx) utilizes fault detection, monitoring, data analysis, and automation to continuously optimize the performance, energy efficiency, and operational effectiveness of building systems.
- d. Building Envelope Commissioning (BECx) focuses on evaluating and ensuring the performance, integrity, efficiency and effectiveness of the building envelope systems of a structure.
- e. Transitional Services (TSO) is a process that ensures the personnel responsible for operating and maintaining the newly commissioned systems are trained on all aspects of its operation and efficient features, ensuring the captured savings are maintained throughout the measure life.
- f. Facility Condition Assessments (FCA) are a comprehensive evaluation of the physical condition, functionality, efficiency, and overall state of a building, facility, or infrastructure.
- g. Master Systems Integration (MSI) evaluates diverse building systems and technologies to identify and implement efficiency measures.
- h. Active Operations is a service that assists a client with comprehensive facility operations ensuring implemented measures savings are maintained throughout the measure life.

3 RATES

Section 3.1 Rates is amended to add new rates for Technical Services as follows:

TECHNICAL SERVICES HOURLY PRICING RATES

POSITION TITLE	CONTRACT RATE
Building Energy Engineer - Staff	
Lead Building Energy Engineer - TS	\$ 197.00
Sr. Building Energy Engineer - TS	\$ 190.00
Building Energy Engineer - TS	\$ 184.00
Building Energy Specialist - TS	\$ 165.00
Building Energy Analyst - TS	\$ 145.00
Commissioning Staff	
Cx Project Director	\$ 220.00
Cx Lead	\$ 184.00
Sr. Cx Engineer	\$ 177.00
Cx Engineer	\$ 165.00
Cx Specialist	\$ 150.00
Cx Technician	\$ 132.00
TAB Technician	\$ 193.00
Start-up Technician	\$ 206.00
Facility Assessment - Staff	
Lead Facility Assessment Consultant - TS	\$ 197.00
Sr. Facility Assessment Consultant - TS	\$ 185.00
Facility Assessment Consultant - TS	\$ 165.00
Facility Assessment Specialist - TS	\$ 145.00
Master System Integration - Staff	
Lead Technical Solution Engineer - TS	\$ 201.00
Sr. Technical Solution Engineer - TS	\$ 185.00
Technical Solution Engineer - TS	\$ 170.00
Technical Solution Specialist - TS	\$ 145.00
Transition to Sustainable Operation - Staff	
Lead Facility Operations Consultant - TS	\$ 198.00
Sr. Facility Operations Consultant - TS	\$ 185.00

Facility Operations Consultant - TS	\$ 165.00
Facility Operations Specialist - TS	\$ 145.00
Project Management - Staff	
Project Manager Team Lead - TS	\$ 218.00
Senior Project Manager - TS	\$ 197.00
Project Manager - TS	\$ 185.00
Associate Project Manager - TS	\$ 159.00
Sr. Business Operations Analyst	\$ 140.00
Business Operations Analyst -TS	\$ 137.00
Business Operations Specialist -TS	\$ 116.00
Regional Operations Director - TS	\$ 296.00
Operations Director - TS	\$ 291.00
Principal Engineer-TS	\$ 291.00
Operations Manager - TS	\$ 224.00
Sr Program Manager - TS	\$ 212.00
Program Manager - TS	\$ 205.00

NOTES:

* Rates include labor burden for items such as: FICA, FUTA, SUTA, workers comp, training, safety, tech support, medical, pension, life insurance & PTO.

* Rates are adjusted at the start of each year to reflect raises and cost of living.

* Rates do not include travel, subsistence, or other travel and relocation expenses.

* Staff Positions do not include all the positions that may be used on a project or that may be billed to a client.

4 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 3, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

5 AUTHORITY OF SIGNERS


The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 3.

[signature page follows]

Provider:

McKinstry Essention, LLC

By:

DocuSigned by:

E41AF7BDBA7E403...

Print name: Leslie Larocque

As its: Senior Vice President,
Sales and Marketing

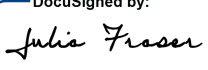
Date signed: 8/18/2023

Phone: 303-870-6821

Port:

Port of Portland

By:

DocuSigned by:

9A774DD1778541C...

Print name: Julia Fraser

As its: Senior Procurement
Specialist

Date signed: 8/20/2023