



# COLLECTIVE KNOWLEDGE FOR AN INTERCONNECTED WORLD

## **GSA Schedule GS-21F0031T**

WorkingBuildings  
4501 Circle 75 Parkway  
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Atlanta GA 30339  
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### Contact:

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December 10, 2010

#### **Corporate Headquarters**

Atlanta, Georgia

#### **International Offices**

London  
São Paulo

#### **Regional Offices**

Albuquerque  
Austin  
Chicago  
Fort Lauderdale

Houston  
Los Angeles  
New Orleans  
New York

Trenton, NJ  
Winston-Salem, NC  
Washington DC



## **Table of Contents**

<b>Schedule Description.....</b>	<b>1</b>
<b>Hourly Rates and Equipment.....</b>	<b>8</b>
<b>Labor Categories .....</b>	<b>9</b>
<b>Firm History .....</b>	<b>11</b>



## Schedule Description

SCHEDULE TITLE: 6FEC-E6-030292-B, Refreshed 6 (Amendment #1, acknowledged and dated July 23, 2007)

CONTRACT NUMBER: GS-21F-0031T

CONTRACT PERIOD: August 15, 2007 through August 14, 2012

CONTRACTOR'S NAME, ADDRESS, TELEPHONE AND FAX NUMBER; E-MAIL AND/OR WEB SITE ADDRESS:

Working Buildings, LLC  
4501 Circle 75 Pkwy. B2200  
Atlanta, GA 30339-6037  
Telephone: (678) 990-8001  
FAX: (678) 990-5399  
Email: [jrterry@workingbuildings.com](mailto:jrterry@workingbuildings.com)  
Web site: [www.workingbuildings.com](http://www.workingbuildings.com)

CONTRACTOR'S ADMINISTRATION SOURCE: Joel R. Terry, CFO  
(678) 990-8001 FAX: (678) 990-5399

BUSINESS SIZE: Small

### INFORMATION FOR ORDERING ACTIVITIES:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN'S):

#### 871-202 – Energy Management Planning and Strategies

Sustainability and LEED consultants provide guidance to building owners and teams during the LEED certification process. They educate the entire team and promote unity in purpose so everyone is working together toward a common goal. LEED consultants meet with the owner and project team early in the process to provide:

- Comprehensive sustainability and LEED rating system consulting
- Energy studies and management plans
- Energy management program and analysis
- Energy modeling
- O&M training and practices
- Measurement and verification services

#### 871-203 – Training and Energy Management

- LEED consulting
- Redundancy studies for efficient energy consumption and equipment selection
- Energy consumption reduction
- Energy audits
- System optimization

#### 871-204 – Metering Services

- Meter installation
- Meter monitoring
- Data collection



- Recording of data in trending software for energy or other key metrics related to resource use on a temporary basis.

#### 871-205 – Energy Program Support Services

- Sustainability and LEED consulting
- Energy audits
- Utility bill evaluation
- Energy modeling

#### 871-206 – Building Commissioning Services

WorkingBuildings provides total building commissioning services including, but not limited to mechanical, electrical, plumbing, security, fire and life safety, building automation systems, lighting and building envelope. For specialty laboratories, WB also commissions laboratories and their respective equipment.

#### 871-207 – Energy Audit Services

- LEED consulting
- Utility auditing
- Equipment repair and modification recommendations
- ASHRAE Levels I-III

#### 871-208 – Resource Efficiency Management (REM)

- Energy efficiency evaluation
- Recommended improvements to increase efficiency
- Equipment optimization
- LEED consulting

#### 871-209 – Innovations in Energy

- Renewable energy source evaluation and recommendations
- Life-cycle costing
- Measurement and verification

#### 871-210 – Water Conservation

- Evaluation of water usage and conservation methods
- Water sustainability methods
- Recycling
- Utility savings calculation pertaining to evaporation of water through HVAC usage

#### 003 97 – Ancillary Repairs and Alterations

- Minor repairs to mechanical and electrical systems and equipment in regard to functionality to enhance energy and water performance.

- 1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: Not Applicable.
2. MAXIMUM ORDER: \$1,000,000 (clause 52.216-19)
3. MINIMUM ORDER: \$100
4. GEOGRAPHICAL COVERAGE: Worldwide
5. POINTS OF PRODUCTION:



ALABAMA: 2132 Heather Place  
Auburn, AL 36830

NEW ORLEANS, LA: 4650 General DeGaulle Drive, Suite 215  
New Orleans, LA 70131

ALBUQUERQUE, NM: 5924 Anaheim Avenue NE, Suite C  
Albuquerque, NM 87113

NEW YORK, NY: 4025 Austin Blvd.  
Island Park, NY 11558

WINSTON-SALEM, NC: 1756 Huntington Woods Court  
Winston-Salem, NC

AUSTIN, TX: 1315 Sam Bass Circle, Suite B3  
Round Rock, TX 78681

HOUSTON, TX: 4223 Pirates Beach  
Galveston, TX 77554

6. BASIC DISCOUNT: 8%
7. QUANTITY DISCOUNT: None
8. PROMPT PAYMENT TERMS: 2%-10; NET 30
- 9a. NOTIFICATION THAT GOVERNMENT PURCHASE CARD ARE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD: Yes
- 9b. NOTIFICATION THAT GOVERNMENT PURCHASE CARD ARE ACCEPTED OR NOT ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.
10. FOREIGN ITEMS: N/A
11. TIME OF DELIVERY AFTER RECEIPT OF ORDER (ARO):
  - a. Normal: Task Order
  - b. Emergency: N/A
  - c. Expedited: N/A
  - d. Urgent Requirement: Clause I-FSS-140-B of the contract applies. Agencies can contact contractor's representative to possibly affect a faster delivery.
12. FOB POINT: Origin
- 13a. ORDERING ADDRESS: Working Buildings, LLC  
4501 Circle 75 Pkwy, Suite B2200  
Atlanta, GA 30339
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. PAYMENT ADDRESS: Working Buildings, LLC



4501 Circle 75 Pkwy., Suite B2200  
Atlanta, GA 30339

15. WARRANTY PROVISION: N/A (Liability Insurance)
16. EXPORT PACKING CHARGES: N/A
17. TERMS AND CONDITIONS OF GCCC ACCEPTANCE: N/A
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: N/A
19. TERMS AND CONDITIONS OF INSTALLATION: N/A
20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE-LISTS AND ANY DISCOUNTS FROM LIST PRICES: N/A
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:

Reimbursable Expenses

*Unless noted otherwise, fees listed in this agreement do not include any expenses related to: Long distance telephone charges, Travel, Reproduction costs, Courier and delivery charges and Other expenses which are normal and necessary in the fulfillment of this scope of services. These expenses, when incurred in connection with this project, are payable at our current standard rates (actual expense plus 20%) and are in addition to the compensation for *recommended services* or *optional services*.*

Payment Terms

Our agreement is with you and payments to us for all services and reimbursable expenses shall be made within 30 days of the invoice date. We invoice at least monthly based either on time expended or, where our compensation is stated as a lump sum, based on the percent of work completed.

Late Charges

You will incur an interest and administrative charge of 1-1/2% per month if you do not pay us within 30 calendar days of the invoice date. This charge will be added to all amounts due commencing on the date of the invoice. Interest and administrative charges shall be in addition to the Invoice Approval. You shall notify us within 14 days of the invoice date if you object to all or any portion of an invoice.

Suspension of Work

We shall have the right, at our option upon three (3) days prior written notice to the client and without waiving any claim against the client, to suspend our work on the project until payments are current if the client fails to pay an invoice within the 30-day time limit outlined above. We shall not lose this right to suspend work at any time even if we elect to continue work.

Taxes

If fees or other charges are subject to or become subject to sales or gross receipt taxes, we will bill any such applicable taxes in addition to the fees or other charges, and the client will be responsible for paying all such taxes.

Fee Adjustments

Compensation amounts are subject to increase if the services covered by this agreement have not started within 3 months of the date of this agreement or completed within 24 months of the date of this agreement. The hourly rate schedule is subject to increase on January 1, of each year.



#### Termination

Either party may terminate this agreement upon 14 days' written notice. Upon termination and despite the causes, we shall be compensated within 30 days for all services performed up to the termination date. Compensation shall be hourly at our standard rates not to exceed any lump sum amount that may be applicable to *current services plus any optional services* and reimbursable expenses.

#### Contractor Performance

During site visits we will spot observe the progress and results of the work and attempt to determine, in general, if the results of the construction work are in accordance with the drawings and specifications. Performance of the contractor is not guaranteed nor is it guaranteed that spot observation of tile work will discover any or all discrepancies. We are not responsible for construction means, methods, techniques, sequences or procedures, time of performance or for any safety precautions in connection with the work.

#### Ownership and Use of Documents

All drawings, specifications and other materials prepared by us pursuant to this agreement shall remain our property. You shall have the right to retain copies of these materials for information and reference only in connection with the use and occupancy of the project. You shall not use or disclose these materials for any additions to this project, for any other project or for any other purpose without our prior written consent. Fees for professional services and reimbursable expenses.

#### Hazardous Substances

Except as this agreement provides to the contrary, we shall- not identify or test or inspect for any hazardous or toxic substances at the site of the project You shall hold WorkingBuildings harmless to the extent permitted by law for all claims, liabilities and expenses (including reasonable attorneys' fees and expenses) related to any hazardous or toxic substances at the site. You shall notify us promptly of any hazardous or toxic substances at the site.

#### Warranty

We will perform our services in a manner consistent with that level of Care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is included or intended by this agreement.

#### Limitation of Liability

##### General:

Our liability to you relating to this agreement or our services under this agreement, whether based on negligence, breach of contract, strict liability or otherwise, shall not exceed, in the aggregate, WorkingBuildings' total fee for services under this agreement.

##### Opinion Probable Construction Costs:

We may submit to you an opinion of the probable cost required to construct work others or we recommend. WorkingBuildings is not a construction cost estimator or construction contractor. Our opinion of probable construction costs should not be considered comparable to the services that a construction cost estimator or construction contractor would provide. Therefore, you waive any claim against WORKINGBUILDINGS about the accuracy of our opinion of probable construction cost.

##### Verification of Existing Conditions:

Remodeling or investigations in an existing building often requires that we make certain assumptions regarding existing conditions. We cannot verify some of these assumptions without expending additional sums of money or destroying otherwise adequate or serviceable portions of



the building. Therefore, WorkingBuildings, LLC shall have no liability to you if any such reasonable assumption is later determined to be incorrect.

#### Dispute Resolution

All claims, disputes and other matters in question between you and WORKINGBUILDINGS arising out of or relating to this agreement shall be resolved by good faith negotiations between you and WORKINGBUILDINGS. If good faith negotiation fails to resolve the matter you and WORKINGBUILDINGS agree to seek a satisfactory resolution using a mutually agreeable independent third party mediator.

#### Notices

All notices and other communications permitted or required under this agreement shall be in writing and shall be personally or electronically delivered (as by a party or a commercial courier) or sent by US Mail, return receipt requested, postage prepaid, to the address of a party as provided below. Notices shall be effective upon the date of delivery or tender of delivery. Rejection or the refusal to accept or the inability to deliver because of a change of address of which no notice was given to the other party shall be deemed to be the equivalent of receipt of the notice sent.

Notices to WORKINGBUILDINGS shall be sent to our office or to such other address as either party may notify the other. Notices to the client shall be sent to their office or to such other address as either party may notify the other.

#### LEED™ Certification

The Owner and WorkingBuildings mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) [or other] green building-rating system. The Owner understands that the Project cannot achieve LEED certification until after substantial completion of construction and will be subject to the LEED - certification processes and procedures as determined by the Green Building Certification Institute (GBCI). These procedures are outside the control of WorkingBuildings, may not be uniformly implemented and may be subject to change at any time. Further, LEED certification will require input and effort from the Owner and WorkingBuildings as well as other WorkingBuildings contractors and other parties associated with the Project that are not parties to this Agreement.

WorkingBuildings will make reasonable efforts to facilitate and coordinate the LEED certification for the Project, subject to scope of services, terms and provisions of this Agreement. WorkingBuildings cannot, however, guarantee LEED certification or the actual performance of the building based on WorkingBuildings' design drawings, specifications, or resource use or consumption modeling for the Project, nor can it guarantee certain performance levels anticipated through the LEED – certification process.

#### Commissioning

In consideration of WorkingBuildings performing a Commissioning review of the Project, the Owner agrees that WorkingBuildings shall be entitled to rely upon the completeness and accuracy of all information provided by the Owner to WorkingBuildings. The Owner further agrees that the Owner shall not be responsible in any way for errors or omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating WorkingBuildings' recommendations into the reports, drawings or specifications. In addition, the Owner agrees to waive all claims against WorkingBuildings arising from the services performed by others on the Project or from the services to be provided by WorkingBuildings under this Agreement, except for the sole negligence or willful misconduct of WorkingBuildings.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless WorkingBuildings from all damages, liabilities or costs, including reasonable attorneys'



fees and defense costs, arising or allegedly arising from the services performed by others on the Project or from the services provided by WorkingBuildings under this Agreement, except for the sole negligence or willful misconduct of WorkingBuildings.

Agreement Execution

This agreement shall serve as the entire agreement between you and WORKINGBUILDINGS and shall supersede all prior discussions or communications relating to the subject matter hereof. This agreement can only be modified by a written agreement signed by both parties. Anyone signing this contract shall be legally empowered to act for their firm. This agreement shall be governed by and interpreted in accordance with the laws of Georgia.

- 21. LIST OF SERVICE AND DISTRIBUTION POINTS: Same as Points of Production (Item 5)
- 22. LIST OF PARTICIPATING DEALERS: N/A
- 23. PREVENTATIVE MAINTENANCE: N/A
- 24. ENVIRONMENTAL ATTRIBUTES. E.G. RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS: N/A
- 25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 015225225
- 26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Working Buildings company profile is at [http://dsbs.sba.gov/dsbs/dsp\\_profile.cfm?User\\_Id=P0476914](http://dsbs.sba.gov/dsbs/dsp_profile.cfm?User_Id=P0476914)



## Hourly Rates and Equipment

These GSA rates are calculated and shown at an 8% discount off of our standard commercial rates.

*Prompt payment discount: 2%-10 days, Net 30 days*

<b>Staff Type</b>	<b>GSA Hourly Rate</b>
Senior Principal	\$207.00
Principal	\$161.00
Senior Commissioning Authority	\$147.20
Commissioning Authority	\$128.80
Associate Commissioning Authority	\$101.20
Sr. Technician	\$101.20
Technician	\$78.20
Administrative Support	\$59.80
Database Manager	\$87.40

<b>Equipment</b>	<b>Price Per Day</b>
Met One 2400 Particle Counter	\$125
Q-TRAK CO and CO2 Monitor/Temperature	\$55
Mini Ray 3000 PID Meter	\$65
Interscan 4160	\$78
Fluke TIR 1 Thermal Imager	\$200
Fluke TI 45	\$375



## Labor Categories

<b>SIN</b>	<b>Labor Category</b>	<b>Description</b>
<b>871-202 through 871-210, 003 97</b>	<b>Senior Principal</b>	A Senior Principal has a vested interest in the success of the firm as an owner and key manager. Has process quality oversight responsibility. The role is to ensure that the commissioning team is meeting its functional requirements and keeping the Owner adequately informed of progress. Involved in all aspects of the commissioning plan as well as the Owner Program Requirements Validation. He applies a set of disciplines for the planning, analysis, design and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. Develops analytical and computational techniques and methodology for problem solutions. Performs strategic systems planning, business information planning and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools.
<b>871-202 through 871-210, 003 97</b>	<b>Principal</b>	A Principal has a vested interest in the success of the firm as an owner and key manager. He has process quality oversight responsibility. His role is to ensure the commissioning team is meeting its functional requirements and keeping the Owner adequately informed of progress. He is involved in all aspects of the commissioning plan as well as the Owner Program Requirements Validation. He applies a set of disciplines for the planning, analysis, design and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. Develops analytical and computational techniques and methodology for problem solutions. Performs strategic systems planning, business information planning and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools.
<b>871-202 through 871-210, 003 97</b>	<b>Senior CxA</b>	Serves as the Owner's single contract manager and primary contact. Organizes, directs, and coordinates the planning and production of all contract support activities. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising commissioning personnel and communicating policies, purposes and goals of the organization to subordinates. The Senior CxA is responsible for the overall contract performance. Possesses experience in managing personnel and projects in the building commissioning environment and presenting briefings to all parties involved, including the Owner. Has experience in the supervision of activities involving multiple people and has the ability to manage multiple teams working in separate offices and locations.



<b>SIN</b>	<b>Labor Category</b>	<b>Description</b>
<b>871-202 through 871-210, 003 97</b>	<b>CxA</b>	Provides discipline-specific commissioning service, i.e., mechanical, electrical, fire alarm, security, or architectural. Develops installation and test criteria.
<b>871-202 through 871-210, 003 97</b>	<b>Associate CxA</b>	Provides discipline-specific commissioning service, i.e., mechanical, electrical, fire alarm, security, or architectural. Develops installation and test criteria.
<b>871-202 through 871-210, 003 97</b>	<b>Sr. Technician</b>	Provides discipline-specific commissioning service, i.e., mechanical, electrical, fire alarm, security, or architectural. Develops installation and test criteria.
<b>871-202 through 871-210, 003 97</b>	<b>Technician</b>	Provides discipline-specific commissioning service, i.e., mechanical, electrical, fire alarm, security, or architectural. Develops installation and test criteria.
<b>871-202 through 871-210, 003 97</b>	<b>Database Manager</b>	Provides ongoing quality control and development of the commissioning database. Maintains security and customer services issues.
<b>871-202 through 871-210, 003 97</b>	<b>Administrative</b>	Provide administrative support to the consulting staff. Provide documentation control, office coordination, reproduction support, and other office administration functions.



## Firm History

WorkingBuildings is a professional services firm specializing in commissioning and energy optimization services. As a third party provider, we are dedicated to providing the Owner a building that works, regardless of its complexity. Our staff and project experience have been developed during the past 10 years working as a leader in the commissioning sector. Our core service offerings include commissioning, LEED® and sustainability consulting, energy audits and evaluation methods, standard operating procedures, security, risk/threat mitigation, laboratory audits, and CxAlloy™ quality management software.

With more than 600 projects contracted to date, WorkingBuildings has commissioned more than 120 million square feet of facility space with a collective cost of \$11.2 billion. We are currently working to complete more than 100 LEED projects in the USGBC LEED Rating System. We are closely involved with the EPA's ENERGY STAR program.

We are a leader in commissioning working to define the issues and operational parameters affecting sustainability, energy efficiency and operations. WorkingBuildings has long been a part of defining commissioning guidelines. Our President, Michael L. Weiss, Ph. D. ABD, HCCP, served as chair of the General Services Administration's Commissioning Review Team to write the *Whole Building Design Guide* setting the standards of commissioning for all GSA properties. Michael also wrote the commissioning guidelines for Dell's worldwide facilities and recently completed writing the sustainability and commissioning guidelines for the United States Air Force.

### Industry Leadership

WorkingBuildings has maintained close ties to professional groups that have shaped the commissioning and sustainability industry as we know it today. Michael L. Weiss was a founding member and past president for four years for the Building Commissioning Association (BCA). As president, Michael helped write the Certified Commissioning Professional exam. Additionally, Michael is a voting member of the policy and code development board of the New Buildings Institute.

Principal John McFarland, PE, CCP, LEED AP BD&C, works closely with USGBC as a member of LEED Faculty™ and serves on the Indoor Environmental Quality Technical Advisory Group. Additionally John is the Atlanta ASHRAE chapter president as well as the Vice-Chair of the ASHRAE SSPC 62.1 Committee charged with maintaining ASHRAE Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

It is this leadership and expertise in sustainability that drives our team to stay ahead of industry innovations and changes. WorkingBuildings promotes and requires our staff to pursue professional certifications and industry related education. Our staff boasts the following certifications and professional registrations:

- Professional Engineer
- Registered Architect
- Certified Energy Manager
- LEED Accredited Professional
- Certified Commissioning Authority
- Qualified Commissioning Provider
- Certified Commissioning Professional
- Certified Energy Auditor
- Certified Building Commissioning Professional

As a total building commissioning provider, WorkingBuildings does not have the need to subcontract commissioning services. We have in-house staff to commission all systems including building envelope. Our staff features the following disciplines:



- Mechanical Engineering
- Electrical Engineering
- LEED/Sustainability Consulting
- Architecture
- Controls Specialist
- Test and Balance
- Security Consultant
- Laboratory Commissioning
- Database Management
- Finance and Administration

The WorkingBuildings staff includes full-time professionals, engineers, and trades people who support our sustainable design, commissioning and testing services. From our origins as a local A/E firm, WorkingBuildings has continually responded to the needs of the building owners and the industry. Today WB has completed projects throughout the world.

WorkingBuildings, LLC 4501 Circle 75 Parkway Suite B-2200 <b>Atlanta, GA</b> 30339 Phone: 00+1-678-990-8001 Fax: 00+1-678-990-5399  <b>Contact:</b> Michael L. Weiss, Ph.D. ABD, HCCP Managing Principal & President mlweiss@workingbuildings.com	Albuquerque Austin Chicago Fort Lauderdale* Houston Los Angeles* New Orleans New York Trenton, NJ Washington, DC Winston-Salem, N.C.  *satellite office	London São Paulo
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