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INTERAGENCY Amendment

Department of Enterprise Services

Date: March 23, 2016
Agreement No: 2012-ERG-576
Project No.: 2013-030
Amendment No: 4

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and the
City of Edmonds**

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Edmonds, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A-2 and Attachment "C-2", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A-2" and Attachment "C-2".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

- 1.1 Phase 3 HVAC, Lighting, and Controls Upgrades outlined in the Ameresco Quantum, Inc. Energy Services Proposal dated April 16, 2013.
- 1.2 Review of Measurement and Verification reports for the Phase 3 HVAC, Lighting, and Controls Upgrades outlined in the Ameresco Quantum, Inc. Energy Services Proposal dated April 16, 2013.
- 1.3 Waste Water Treatment Plant Energy Upgrades outlined in the Ameresco, Inc. Energy Services Proposal dated June 25, 2014.
- 1.4 Phase 6, Library Gas Pack Replacement outlined in the Ameresco, Inc. Energy Services Proposal dated September 25, 2015.
- 1.5 **WWTP Phase 5 – Screw Press and Aeration Blower outlined in the Ameresco, Inc. Energy Services Proposal dated March 21, 2016.**

8-13-12 to 12-31-19
6756
CON-5-79
mm/lf

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on August 13, 2012, and be completed on **December 31, 2019**, unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A-2" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B-2".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B-2". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C-2" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

- 4.1 Energy Project Management Fee for Phase 3 HVAC, Lighting, and Controls Upgrades is \$35,000.00. Anticipated billing date for this Amendment is June 1, 2014.
- 4.2 Measurement and Verification Fee for Phase 3 HVAC, Lighting, and Controls Upgrades is \$4,000.00. Anticipated billing dates for this Amendment are June 1, 2016, and 2017.
- 4.3 Energy Project Management Fee for the work described in Section 1.3 is \$39,600.00. Anticipated billing date for this Amendment is June 1, 2015.
- 4.4 Energy Project Management Fee for the work described in Section 1.4 is \$13,800.00. Anticipated billing date for this Amendment is July 1, 2017.
- 4.5 **Energy Project Management Fee for the work described in Section 1.5 is \$64,000.00. Anticipated billing date for this Amendment is February 28, 2018.**

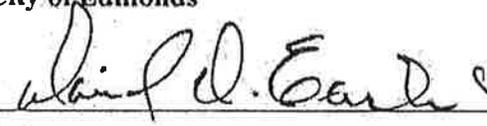
The new total Agreement value is \$156,400.00.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

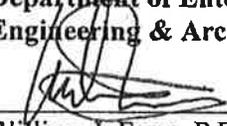
Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Edmonds



Mayor
3.30.16
Date

Department of Enterprise Services
Engineering & Architectural Services

 *aw*

William J. Frare, P.E.
Assistant Director
4-1-16
Date

2012576am4af



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
 PO Box 41476, Olympia, WA 98504-1476

March 23, 2016

TO: Pamela Randolph, City of Edmonds

FROM: Andrea Faust, Contracts Specialist, (360) 407-9365

RE: Authorization No. 2013-030 C (3)
 Amendment No. 1
 Project Title WWTP Phase 5 – Screw Press and Aeration Blower
 Ameresco, Inc.

SUBJECT: Funding Approval

The Department of Enterprise Services, Engineering & Architectural Services, requires funding approval for the above referenced contract document(s). The amount required is as follows:

Design & Implementation of Energy Conservation Measures	\$ 690,472.00
First Year Measurement & Verification	\$ 7,151.00
Sales Tax (9.5%) (includes tax on audit & proposal)	\$ <u>75,468.29</u>
TOTAL	\$ 773,091.29

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

By David J. Egan, Mayor 3.30.16
 Name / Title Date

Please sign and return this form to E&AS. If you have any questions, please call me.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

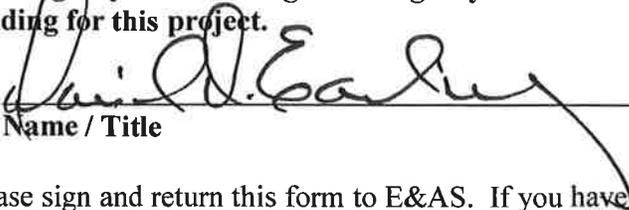
March 23, 2016

TO: Pamela Randolph, City of Edmonds
FROM: Andrea Faust, Contracts Specialist, (360) 407-9365
RE: Contract No. 2013-030 I (3-1)
WWTP Phase 5 – Screw Press and Aeration Blower
Ameresco, Inc.
SUBJECT: Funding Approval

The Department of Enterprise Services, Engineering & Architectural Services, requires funding approval for the above referenced contract document. The amount required is as follows:

ESCO Contract Amount	\$ 2,299,418.00
Sales Tax (9.5%)	\$ 218,444.71
Contingency Amount (with Tax)	\$ 246,849.00
Total	\$ 2,764,711.71

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

By 
Name / Title

3.30.16
Date

Please sign and return this form to E&AS. If you have any questions, please call me.

Hynd, Linda

From: Randolph, Pamela
Sent: Monday, April 04, 2016 10:49 AM
To: Hynd, Linda
Subject: FW: 2012-ERG-576 - IAA, Executed Amendment No. 4
Attachments: 2012576am4lhex.pdf

Linda,
Do you need a copy of the executed agreement?

From: Haima, Laura J. (DES) [<mailto:laura.haima@des.wa.gov>]
Sent: Monday, April 04, 2016 10:22 AM
To: Randolph, Pamela
Cc: Faust, Andrea B. (DES); Flynn, Todd M. (DES)
Subject: 2012-ERG-576 - IAA, Executed Amendment No. 4

For you records, please see attached executed Amendment.

If you have any questions, please let me know.

Thank you!

*Laura Haima
Contracts Specialist
Department of Enterprise Services
Engineering & Architectural Services
P.O. Box 41476
Olympia, WA 98504
Telephone (360) 407-9362
laura.haima@des.wa.gov*

INTERAGENCY Amendment

Department of Enterprise Services

Date: October 14, 2015
Agreement No.: 2012-ERG-576
Project No.: 2013-030
Amendment No.: 3

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and the
City of Edmonds**

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Edmonds, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A-2" and Attachment "C-2", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A-2" and Attachment "C-2".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

- 1.1 Phase 3 HVAC, Lighting, and Controls Upgrades outlined in the Ameresco Quantum, Inc. Energy Services Proposal dated April 16, 2013.
- 1.2 Review of Measurement and Verification reports for the Phase 3 HVAC, Lighting, and Controls Upgrades outlined in Ameresco Quantum, Inc. Energy Services Proposal dated April 16, 2013.
- 1.3 Waste Water Treatment Plant Energy Upgrades outlined in the Ameresco, Inc. Energy Services Proposal dated June 25, 2014.
- 1.4 **Phase 6, Library Gas Pack Replacement outlined in the Ameresco, Inc. Energy Services Proposal dated September 25, 2015.**

Attachment "A-1" Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment "A-2" and Attachment "C-1" Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment "C-2" to update the Statewide Energy Performance Contracting Program Master Energy Services Agreement number from Agreement No. 2013-133 to Agreement No. 2015-181, attached hereto and incorporated herein by reference.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A-2" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B-2".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B-2". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C-2" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

- 4.1 Energy Project Management Fee for Phase 3 HVAC, Lighting, and Controls Upgrades is \$35,000.00. Anticipated billing date for this Amendment is June 1, 2014.
- 4.2 Measurement and verification fee for Phase 3 HVAC, Lighting, and Controls Upgrades is \$4,000.00. Anticipated billing dates for this Amendment are June 1, 2016 and 2017.
- 4.3 Energy Project Management Fee for the work described in Section 1.3 is \$39,600.00. Anticipated billing date for this Amendment is June 1, 2015.
- 4.4 **Energy Project Management Fee for the work described in Section 1.4 is \$13,800.00. Anticipated billing date for this Amendment is July 1, 2017.**

The new total Agreement value is \$92,400.00.

This Amendment also revises the Interagency Reimbursement Costs outlined in Attachment "B-1" of the Agreement to reflect the current DES project management fees. A new Attachment "B-2" is included with this Amendment.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Edmonds

Walter D. Earle
Mayor
Title
10-20-15
Date

**Department of Enterprise Services
Engineering & Architectural Services**

William J. Frare, P.E.
Assistant Director
Title
10-30-15
Date *Rev*

2012576am3af

ATTACHMENT A-2

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. **2015-181**

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B-2

Fee Schedule

2015-17 Interagency Reimbursement Costs
for Project Management Fees to Administer
Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
2,000,001.....3,000,000.....	60,000.....	23,400
1,500,001.....2,000,000.....	56,000.....	21,800
1,000,001.....1,500,000.....	49,500.....	19,300
900,001..... 1,000,000.....	42,000.....	16,400
800,001.....900,000.....	39,600.....	15,400
700,001.....800,000.....	36,800.....	14,400
600,001.....700,000.....	35,000.....	13,700
500,001.....600,000.....	32,400.....	12,600
400,001.....500,000.....	29,000.....	11,300
300,001.....400,000.....	24,800.....	9,700
200,001.....300,000.....	19,800.....	7,700
100,001.....200,000.....	13,800.....	5,400
50,001.....100,000.....	7,500.....	3,500
20,001.....50,000.....	4,000.....	2,000
0.....20,000.....	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT AGENCY decides not to proceed with the project through DES.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

ATTACHMENT C-2

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2015-181

If requested DES will provide the following monitoring services for each specific project for the CLIENT AGENCY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

INTERAGENCY Amendment

Department of Enterprise Services

Date: August 7, 2014
Agreement No: 2012-IAA-576
Project No.: 2013-030
Amendment No: 2

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and
City of Edmonds**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Edmonds, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A-1" and Attachment "C-1", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A-1" and Attachment "C-1".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

- 1.1 Phase 3 HVAC, Lighting, and Controls Upgrades outlined in the Ameresco Quantum, Inc. Energy Services Proposal dated April 16, 2013.
- 1.2 Review of Measurement and Verification reports for the Phase 3 HVAC, Lighting, and Controls Upgrades outlined in Ameresco Quantum, Inc. Energy Services Proposal dated April 16, 2013.
- 1.3 **Waste Water Treatment Plant Energy Upgrades outlined in the Ameresco, Inc. Energy Services Proposal dated June 25, 2014.**

Attachment "A" Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment "A-1" and Attachment "C" Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment "C-1" to update the Statewide Energy Performance Contracting Program Master Energy Services Agreement number from Agreement No. 2011-169 to Agreement No. 2013-133, attached hereto and incorporated herein by reference.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A-1" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B-1".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B-1". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C-1" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

- 4.1 Energy Project Management Fee for Phase 3 HVAC, Lighting, and Controls Upgrades is \$35,000.00. Anticipated billing date for this Amendment is June 1, 2014.
- 4.2 Measurement and verification fee for the Phase 3 HVAC, Lighting, and Controls Upgrades is \$4,000.00. Anticipated billing dates for this Amendment are June 1 2016 and 2017.
- 4.3 **Energy Project Management Fee for the work described in Section 1.3 is \$39,600.00. Anticipated billing date for this Amendment is June 1, 2015.**

The new total Agreement value is \$78,600.00.

This Amendment also revises the Interagency Reimbursement Costs outlined in Attachment "B" of the Agreement to reflect the current DES project management fees. A new Attachment "B-1" is included with this Amendment.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Edmonds

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**

	
_____ Mayor	_____ William J. Frare, P.E.
_____ Title	_____ Public Works Administrator
9.9.14	9-15-14
_____ Date	_____ Date

2012576am2em

ATTACHMENT A-1

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B-1

Fee Schedule

2013-15 Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
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900,001..... 1,000,000.....	42,000.....	16,400
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20,001.....50,000.....	4,000.....	2,000
0.....20,000	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT AGENCY decides not to proceed with the project through DES.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

ATTACHMENT C-1

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

If requested DES will provide the following monitoring services for each specific project for the CLIENT AGENCY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

INTERAGENCY Amendment

Department of Enterprise Services

Date: April 25, 2013
Agreement No: 2012-ERG-576
Project No.: 2013-030
Amendment No: 1

Interagency Agreement Between the Department of Enterprise Services and City of Edmonds

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Edmonds, hereinafter referred to as the "CITY", hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

1.1 Phase 3 HVAC, Lighting, and Controls Upgrades outlined in the Ameresco Quantum, Inc. Energy Services Proposal dated April 16, 2013.

1.2 Review of Measurement and Verification reports for the Phase 3 HVAC, Lighting, and Controls Upgrades outlined in Ameresco Quantum, Inc. Energy Services Proposal dated April 16, 2013.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on August 13, 2012, and be completed on **December 31, 2017** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CITY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CITY decides not to proceed with an Energy/Utility Conservation project that meets the CITY's cost effective criteria, then the CITY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If monitoring and verification services are requested by the CITY and provided by DES under Attachment "C" of this Agreement, the CITY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CITY, after DES has reviewed, approved and sent the invoices to the CITY for payment.

4.1 Energy Project Management Fee for Phase 3 HVAC, Lighting, and Controls Upgrades is \$35,000.00. Anticipated billing date for this Amendment is June 1, 2014.

4.2 Measurement and verification fee for the Phase 3 HVAC, Lighting, and Controls Upgrades is \$4,000.00. Anticipated billing dates for this Amendment are June 1 2016 and 2017.

The new total Agreement value is \$39,000.00.

5. Billing Procedure

DES shall submit a single invoice to the CITY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES shall invoice the CITY for any remaining services within 60 days of the termination of this Agreement.

Special Billing Condition: Section 1.2 in the Statement of Work. DES shall submit invoice to the CITY annually for \$2,000.00 on or before June 1 each year, beginning in 2016 and ending in 2017, unless terminated earlier.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

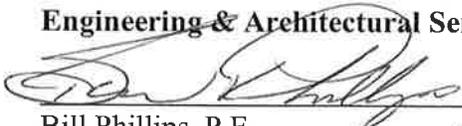
Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Edmonds



Mayor 5.10.13
Title Date

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**



Bill Phillips, P.E.
E&AS Program Manager 5/30/13
Title Date

2012576IAAm1em

Interagency Agreement

Date: May 25, 2012

Department of Enterprise Services
Interagency Agreement No: 2012-ERG-576

Interagency Agreement Between the Department of Enterprise Services and City of Edmonds

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Edmonds, hereinafter referred to as the "CITY".

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CITY and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **June 30, 2014** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

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For Project Management Services provided by DES under Attachment "A" of this Agreement, the CITY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CITY decides not to proceed with an Energy/Utility Conservation project that meets CITY's cost effective criteria, then the CITY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by Energy Services Company (ESCO).

If monitoring and verification services are requested by the CITY and provided by DES under Attachment "C" of this Agreement, the CITY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CITY, after DES has reviewed, approved and sent the invoices to the CITY for payment.

5. Billing Procedure

DES shall submit a single invoice to the CITY at substantial completion of each authorized project, unless the CITY requests a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will indicate clearly that it is for the services rendered in performance of this Agreement and shall reflect both the Agreement and amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

6. Payment Procedure

The CITY shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CITY shall notify DES in writing if the CITY cannot pay an invoice within 90 days.

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CITY. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

8. Records Maintenance

The CITY and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

9. Contract Management

a. The CITY Representative on this Agreement shall be:

Jim Stevens
City of Edmonds
7110 210th Street SW
Edmonds, WA 98020
Telephone (425) 771-0235

The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

b. The DES Project Manager on this Agreement shall be:

Ron Major
Department of Enterprise Services
Facilities Division
Engineering and Architectural Services
PO Box 41012
Olympia, WA 98504-1012
Telephone (360) 239-4134

Ron Major will be the contact person for all communications regarding the conduct of work under this Agreement.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

The CITY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CITY and DES or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined in the following manner: The CITY shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CITY and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

14. Order of Precedence

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

All Writings Contained Herein

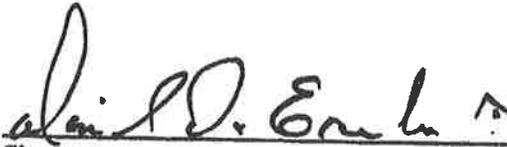
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AUTHORIZATION TO PROCEED

Agreed to and signed by:

City of Edmonds

Department of Enterprise Services
Facilities Division
Engineering & Architectural Services


Signature
David O. Earling
Name
Mayor
Title
8-6-12
Date


Signature
Roger Wigfield, P.E.
Name
Energy Program Manager
Title
8/13/12
Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call Eddie Miller at (360) 407-9363.

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REVIEWED BY DLS CONTRACT UNIT 5/25/12

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2011-169

DES will provide the following project management services for each specific project for the CITY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CITY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Negotiate the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. ~~Provide assistance during the design, construction and commissioning processes.~~
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B

Fee Schedule

2011-13 Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000	\$66,000	25,700
4,000,001.....5,000,000	65,000	25,400
3,000,001.....4,000,000	64,000	25,000
2,000,001.....3,000,000	60,000	23,400
1,500,001.....2,000,000	56,000	21,800
1,000,001.....1,500,000	49,500	19,300
900,001.....1,000,000	42,000	16,400
800,001.....900,000	39,600	15,400
700,001.....800,000	36,800	14,400
600,001.....700,000	35,000	13,700
500,001.....600,000	32,400	12,600
400,001.....500,000	29,000	11,300
300,001.....400,000	24,800	9,700
200,001.....300,000	19,800	7,700
100,001.....200,000	13,800	5,400
50,001.....100,000	7,500	3,500
20,001.....50,000	4,000	2,000
0.....20,000	2,000	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CITY decides not to proceed with the project through DES.
3. If the project meets the CITY's cost effectiveness criteria and the CITY decides not to move forward with a project, then the CITY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CITY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CITY's established Cost Effectiveness Criteria, then there is no cost to the CITY and no further obligation by the CITY.

Rev. 3/2/2

ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2011-169

If requested DES will provide the following monitoring services for each specific project for the CITY.

- 1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.**
- 2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.**
- 3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.**