

INTERAGENCY Amendment

Department of Enterprise Services

Date: June 16, 2016
Agreement No: K3784
Project No.: 2016-933
Amendment No: 1

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

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Redmond, 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" 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 Rooftop Solar PV Services outlined in the McKinstry Essention, LLC, Energy Services Proposal dated June 13, 2016.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on **December 17, 2015**, and be completed on **December 31, 2020** 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 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".

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". 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" 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 the work described in Section 1.1 is \$13,800.00. Anticipated billing date for this Amendment is August 1, 2017.

The new total Agreement value is \$13,800.00.

9. Contract Management

a. The CLIENT AGENCY Representative on this Agreement shall be:

Jaclyn Knoth, Management Analyst
Public Works Operations Administration
City of Redmond
M/S: MOCPW
PO Box 97010
Redmond, WA 98073-9710
(425)556-2878
jknoth@redmond.gov

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:

Bala Ramaya, PE
Department of Enterprise Services
Engineering and Architectural Services
PO Box 41476
Olympia, WA 98504-1476
Telephone (360) 407-9378

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


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.

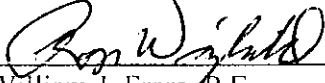
Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Redmond

Department of Enterprise Services
Engineering & Architectural Services



Deputy City Administrator 7/19/16
Title Date



William J. Frare, P.E.
Assistant Director 7/29/16
Title Date

K378/amd/ep

ATTACHMENT A

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

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>
5,000,0016,000,000.....	\$66,000.....	25,700
4,000,0015,000,000.....	65,000.....	25,400
3,000,0014,000,000.....	64,000.....	25,000
2,000,0013,000,000.....	60,000.....	23,400
1,500,0012,000,000.....	56,000.....	21,800
1,000,0011,500,000.....	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

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.



STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

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

June 16, 2016

TO: Connie Allen, Purchasing & Contracts Manager
FROM: Curtis Pate, Contracts Specialist, (360) 407-7913
RE: Authorization No. 2016-933 A (1)
Amendment No. 1
Project Title Rooftop Solar PV
McKinstry Essention, LLC

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	\$ 32,366.00
First Year Measurement & Verification	\$ 1,847.00
Sales Tax (9.5%) (includes tax on audit & proposal)	\$ <u>3,840.28</u>
TOTAL	\$ 38,053.28

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 Jane Allen / Deputy CIO / Olympia 7/19/16
Name / Title Date

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

ENERGY SERVICES AUTHORIZATION AMENDMENT NO. 1

Project Title Rooftop Solar PV Authorization No. 2016-933 A (1)
 Facility City of Redmond Date June 16, 2016

This Amendment, when properly signed, shall be the basis on which the Subject Authorization shall be modified.

Authorization (this sheet) Project Completion and Compensation
 Scope of Work Options: Modify Basic Services

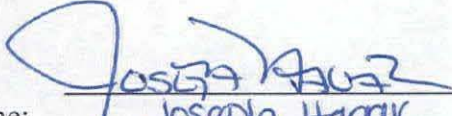
Approvals


Energy Services Company:

McKinstry Essention, LLC
 PO Box 24567
 Seattle, WA 98134

Owner:

City of Redmond
 acting through the
 Department of Enterprise Services
 Engineering and Architectural Services

By: 
 Name: Joseph Hagar
 Title: Dir of Finance
 Date: 7/16/16


 Bala Ramaya, P.E.
 Energy Program Manager

Compensation for Energy Services

Basic Services	COMPENSATION		
	Current	New	Previous
Energy Audit and Energy Services Proposal	\$ 6,211.00	\$ 0.00	\$ 6,211.00
Design	\$ 3,143.00	\$ 3,143.00	\$ 0.00
Construction Management	\$ 10,157.00	\$ 10,157.00	\$ 0.00
Overhead and Profit	\$ 19,066.00	\$ 19,066.00	\$ 0.00
Measurement & Verification Year 1	\$ 1,847.00	\$ 1,847.00	\$ 0.00
Grand Total (Plus WSST as applicable)	\$ 40,424.00	\$ 34,213.00	\$ 6,211.00

Value of this Amendment = \$34,213.00 (Plus Washington State Sales Tax)

Scope of Work

Energy efficiency measures under Contract No. 2016-933 G (1-1) will include installation of rooftop solar PV at Redmond City Hall, design, construction management & commissioning including any and all necessary ancillary equipment. The ESCO will perform a detailed engineering design as needed to obtain Owner review and approval of the proposed systems and to obtain bids as required. The ESCO will provide construction management, as-built drawings, and O&M manuals. All work is per the City of Redmond Energy Services Proposal dated June 13, 2016.

Schedule For Completion

Final completion, including 1st year M&V, 790 days from execution of this Amendment.

2016933Aamd1cr



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

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

June 16, 2016

TO: Connie Allen, Purchasing & Contracts Manager
FROM: Curtis Pate, Contracts Specialist, (360) 407-7913
RE: Contract No. 2016-933 G (I-1)
Rooflop Solar PV
McKinstry Essention, LLC
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	\$ 105,922.00
Sales Tax (9.5%)	\$ 10,062.59
Contingency Amount (w/ith Tax)	\$ 14,061.13
Total	\$ 130,045.72

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 *Jamie Lee / Deputy City Commissioner* *7/19/16*
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

July 29, 2016

McKinstry Essention, LLC
Post Office Box 24567
Seattle, Washington 98134-0567

E-mail: ContractsDept@mckinstry.com

RE: Energy Services Authorization No. 2016-933 A (1)
Master Energy Services Agreement No. 2015-181 G (7)
ESCO Contract No. 2016-933 G (1-1)
Rooftop Solar PV, City of Redmond, Redmond City Hall

NOTICE TO PROCEED

This is your official notice to proceed with the work of our contract on August 1, 2016. Enclosed is a copy of our executed contract.

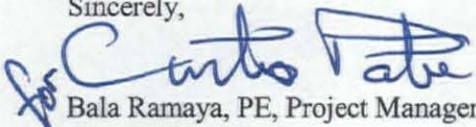
Please complete and have approved by L & I the "Intent to Pay Prevailing Wages" forms for yourself and any Subcontractors. These forms must be submitted to me with your first invoice voucher.

In accordance with the "General Conditions PART 5.20", the Contractor shall provide to the Owner the completed Sub/Supplier List and Statement of MWBE Participation form as found in the Instructions for Submittal of Contractor Invoice for Payment, prior to or with the third Application for Payment. Failure to do so may result in Owner withholding payment. Invoice voucher forms and instructions can be obtained at <http://www.des.wa.gov/about/FormsPubs/Pages/Forms.aspx>.

Under the provisions of 5.20 of the *General Conditions for Washington State Facility Construction*, you are required to provide us with a list of all subcontractors who will be participating in the project. Include the dollar values, tax identification numbers, and MWBE participation. Please forward this list to E&AS, Contracts Section, attention: Roland Orr, on or before the third progress payment request.

Should you have any questions or concerns, please call me at (360) 407-9378.

Sincerely,


Bala Ramaya, PE, Project Manager

BR:cp

Attachments

cc: City of Redmond

2016933Gntpcpex

ESCO Contract No. 2016-933 G (1-1)
Project Rooftop Solar PV
Agency City of Redmond
Date June 16, 2016

P

STATE OF WASHINGTON
ENERGY SERVICE COMPANY (ESCO) CONSTRUCTION CONTRACT
For the DEPT. OF ENTERPRISE SERVICES, ENGINEERING & ARCHITECTURAL SERVICES

This Energy Service Company (ESCO) Construction Contract, made and entered into this 16th day of June, 2016, shall be the agreed basis of performing the following work by and between the State of Washington, City of Redmond acting through the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as the Owner, and

McKinstry Essention, LLC
PO Box 24567
Seattle, WA 98134
Telephone (206) 762-3311
E-mail: ContractsDept@mckinstry.com

hereinafter referred to as the ESCO or Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The said ESCO agrees to furnish all permits, material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the attached Scope of Work, Energy Services Proposal dated June 13, 2016, for:

Energy Services Authorization No. 2016-933 A (1)
Master Energy Services Agreement No. 2015-181 G (7)

Audits and Proposals for this project were prepared by the ESCO according to the terms of the Contract Documents which include, but are not limited to, the Master Energy Services Agreement, Energy Services Authorization(s), the accepted Proposal, *General Conditions for Washington State Energy Savings Performance Contracting*, Addenda, Specifications, Drawings, Bond, and this Construction Contract.

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the ESCO has been officially notified to proceed and shall be substantially complete within 365 consecutive calendar days after the date of Notice to Proceed.

THIRD: In consideration of the Performance of the Work, herein contained on the part of the ESCO, the Owner hereby agrees to pay the ESCO for said work completed according to the Contract Documents, for not more than the sum of \$105,922.00, plus 9.5% state sales tax consisting of the following:

ESCO Contract Cost \$ 105,922.00

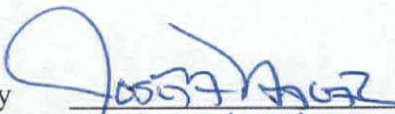
The ESCO shall bond this contract in accordance with Section 2.04 of the General Conditions for Washington State Energy Savings Performance Contracting. The construction value plus contingency is a guaranteed maximum not-to-exceed cost and final payment to the ESCO shall be reconciled to reflect the actual installed cost provided it does not exceed the guaranteed maximum cost.

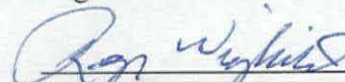
FOURTH: ESCO payments to subcontractors and materialmen shall not be contingent upon the ESCO receiving payment from the Owner. Unless otherwise agreed upon, payment to the ESCO shall be made only after completion of the energy efficiency measure(s) and the ESCO has issued a Notice of Commencement of Energy Savings and the Owner has accepted such Notice.

IN WITNESS WHEREOF: The said Department of Enterprise Services, Engineering & Architectural Services, has caused this ESCO Construction Contract to be subscribed in its behalf, and the said ESCO has signed this ESCO Construction Contract the day and year first above written.

ESCO:
McKinstry Essention, LLC

Owner:
City of Redmond
acting through the
Department of Enterprise Services
Engineering & Architectural Services

By 
Name Joseph Hagar
Title Dir of Finance
Date 7/6/16

By 
Name Roger Wigfield, P.E.
Title Energy Program Manager
Date 7/29/16

WA State Contractor's License No. MCKINEL874CL

Federal Tax ID No. 46-1563231

UBI Number 603 259 907

MWBE Certification No. _____

2016933Gcontractor

June 16, 2016

SCOPE OF WORK

ESCO Contract No. 2016-933 G (1-1)

Rooftop Solar PV
City of Redmond
Redmond City Hall

Furnish and install the energy efficiency measures, including any and all necessary ancillary equipment, as described in the City of Redmond Energy Services Proposal dated June 16, 2016.



STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

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

June 16, 2016

RETAINAGE INVESTMENT

ESCO Contractor: McKinstry Essention, LLC
ESCO Contract No.: 2016-933 G (1-1)
Description: Rooftop Solar PV
Client Agency: City of Redmond

Pursuant to R.C.W. 60.28, you are required to exercise your option, IN WRITING, on whether or not monies reserved from the amounts due you on the above contract shall be placed in escrow. You are therefore directed to complete and return this form with the signed copy of the above contract to Engineering & Architectural Services.

Should you desire to have the retained monies invested, it will then be necessary that you enter into an escrow agreement with a bank, trust or savings and loan company, and the above Client Agency.

This form will be transmitted to the Client Agency for further action in preparing the escrow agreement.

ENERGY SERVICES CONTRACTOR'S OPTION

- X I do not request retainage on the above contract to be invested.
I hereby request retainage on the above contract be invested.
I hereby request retainage on the above contract be invested and converted into bonds and sureties.

Signature: [Handwritten Signature] Date: 7/6/16
Contracts Coordinator
Title