

INTERAGENCY Amendment

Department of Enterprise Services

Date: June 30, 2017
Agreement No: K3784
Project No.: 2017-070 B, H, D
Amendment No: 3

**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.
- 1.2 Street Lighting Investment Grade Audit outlined in the McKinstry Essention, LLC, Energy Services Proposal dated March 11, 2016.
- 1.3 Review of Measurement and Verification reports for the 2017 Energy Efficient Measures outlined in the City of Redmond's Energy Proposal dated January 4, 2017.
- 1.4 **Public Safety Building Investment Grade Audit and Services outlined in the McKinstry Essention, LLC, Energy Services Proposal dated April 28, 2017.**

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.

4.2 Energy Audit and Energy Services Proposal Fee for the work described in Section 1.2 is \$60,000.00. Anticipated billing date for this Amendment is April 1, 2018.

4.3 Measurement and Verification fee for the work described in 1.3 is \$15,143.00. Anticipated billing date for this amendment is June 1, 2019.

4.4 **Energy Project Management Fee for the work described in Section 1.4 is \$0.00. (fee was included in 4.2)**

The new total Agreement value is \$ 88,943.00.

9. Contract Management

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

**Jaclyn Knoth, Management Analyst
Public Works Operations Administration
City of Redmond
Mailstop: MOCPW
PO Box 97010**

**Redmond, Washington 98073-9710
Telephone (425) 556-2878**

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

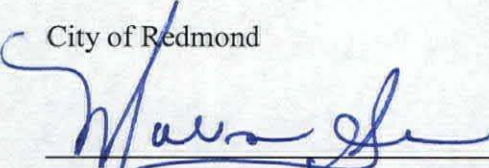
Bala Ramaya will be the contact person for all communications regarding the conduct of work under this Agreement.

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.

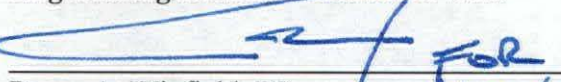
Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Redmond



FINANCE DIRECTOR 8/3/17
Title Date

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



FOR
Roger A. Wigfield, PE 8/18/17
Energy Program Manager Title Date

K3784IAamd3cp

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Interagency Agreement Between the State of Washington
 Type of Service: Dept. of Enterprise Services and the City of Redmond - Amendment No. 3
Energy Conservation Project mgmt. and Monitoring Services
 Supplier/Contractor Name: State Dept. of Enterprise Services
 Contract/Agreement Amount, Original: see attached Amended Amount: _____
 Council Approval Date: 7/18/17 Nature of Funding: CIP - \$900,000 Gen/lev CIP plus \$104,198 Energy Efficiency Program
 Project Administrator: Cathy Beam MailStop: 25PL Phone: 556-2429
 Anticipated Agreement Start Date: _____ Estimated Completion Date: _____

Does this contract contain the purchase of technology related items/services? YES NO
 If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO
 If Yes, check for debarment at www.sam.gov
 (print results and keep a copy in project file)

Department Head/Designee Signature: Karen Huleya Date: 7-31-2017

Comments: orig cc# 8064

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING PROCESS: (2 copies)

To: City Clerk	<u>AG</u>	Date	<u>7/31/17</u>
	(for routing and tracking)		
Risk Manager	<u>MEB</u>	Date	<u>8/1/17</u>
	(Signature or initials)		
City Attorney	<u>OW</u>	Date	<u>8/3/17</u>
	(Signature or initials)		<u>8/3/17</u>
(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)			
Mayor		Date	
	(Signature or initials)		
City Clerk	<u>M.</u>	Date	<u>8/3/17</u>
	(Signature or initials)		

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.