

INTERAGENCY Amendment

Department of Enterprise Services

Date: January 25, 2018
Agreement No: K3784
Project No.: 2017-070 B, H, D
Amendment No: 4

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

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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-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 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. This section removed, item 1.3 M&V reports review stricken as not applicable to this Interagency Agreement.~~
- 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-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 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. This section removed, item 4.3 M&V fee stricken as not applicable to this Interagency Agreement.~~

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

The total Agreement value is **\$ 73,800.00**

9. Contract Management

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

Jaclyn Knoth, Management Analyst
Public Works Operations Administration
City of Redmond
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

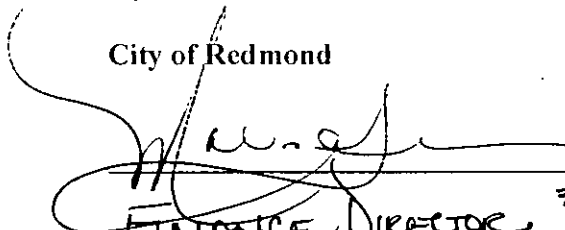
Bala Ramaya will be the contact person for all communications regarding the conduct of work under this Agreement.

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.

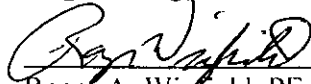
City of Redmond



FINANCE DIRECTOR 3/1/18
Title Date

K3784IAAamd4cp

Department of Enterprise Services
Engineering & Architectural Services



Roger A. Wigfield, PE 3/11/18
Energy Program Manager Title Date

ATTACHMENT A-1

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. **2017-193**

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

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-1

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2017-193

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.

2-26-18

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 State Dept. of Enterprise Services & City of Redmond

Type of Service: Energy Conservation Project Management & 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: CE Energy Efficiency Improvements
AM No. 17-126

Project Administrator: Cathy Beal MailStop: 259L Phone: 556-2429

Anticipated Agreement Start Date: 12-14-15 Estimated Completion Date: TBD

*** Note: Contract Modified to Eliminate Measurement & Verification Fees**

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 Anderson Date: 2-28-18

Comments: orig cc# 8064-3

Account Numbers/ Distribution _____
 NIGP/Commodity Code: _____

ROUTING PROCESS: (2 copies)

To: City Clerk _____ Date 3/1/18
(for routing and tracking)

Risk Manager _____ Date 3/2/18
(Signature or initials)

City Attorney _____ Date 3/6/18
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)

Mayor _____ Date _____
(Signature or initials)

City Clerk _____ Date 3/7/18
(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.