

INTERAGENCY Amendment

Department of Enterprise Services

Date: November 8, 2012
Agreement No: 2010-ERG-554
Project No.: 2010-287
Amendment No: 5

Interagency Agreement Between the Department of Enterprise Services And Mukilteo School District No. 6

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as “DES”, and Mukilteo School District No. 6, hereinafter referred to as the “DISTRICT”, 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 Energy projects outlined in the McKinstry Essention Mukilteo School District Phase 1 Energy Services Proposal dated May 13, 2010.
- 1.2 Energy projects outlined in the McKinstry Essention Mukilteo School District Phase 2 Energy Services Proposal dated August 10, 2010.
- 1.3 Energy projects outlined in the McKinstry Essention Mukilteo School District Phase 3 Energy Services Proposal dated March 5, 2012 and revised on May 10, 2012.

Attachment “A” Scope of Work Energy/Utility Conservation Projects Management Services is revised to update the Statewide Energy Performance Contracting Program Master Energy Services Agreement number from Agreement No. 2009-151 to Agreement No. 2011-169, attached hereto and incorporated herein by reference.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on October 26, 2009, and be completed on December 31, 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.

For Project Management Services provided by DES under Attachment "A-1" of this Agreement, the DISTRICT 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 DISTRICT decides not to proceed with an Energy/Utility Conservation project that meets the DISTRICT's cost effective criteria, then the DISTRICT 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 DISTRICT and provided by DES under Attachment "C-1" of this Agreement, the DISTRICT will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the Energy Services Company (ESCO) shall be paid directly to the ESCO by the DISTRICT, after DES has reviewed, approved and sent the invoices to the DISTRICT for payment.

4.1 Energy Project Management Fee for Phase 1 energy projects is \$38,900.00.
Anticipated billing date for this Amendment is November 1, 2010.

4.2 Energy Project Management Fee for Phase 2 energy projects is \$64,900.00.
Anticipated billing date for this Amendment is April 1, 2011.

4.3 Energy Project Management Fee for Phase 3 energy projects is \$49,500.00.
Anticipated billing date for this Amendment is July 1, 2013.

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.

Mukilteo School District No. 6

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

Title	Date
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Roger Wigfield, P.E.
Energy Program Manager

Title	Date
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REVIEWED BY CONTRACTS UNIT 11/8/2012
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ATTACHMENT B-1

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 DISTRICT decides not to proceed with the project through DES.
3. If the project meets the DISTRICT's cost effectiveness criteria and the DISTRICT decides not to move forward with a project, then the DISTRICT will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the DISTRICT 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 DISTRICT's established Cost Effectiveness Criteria, then there is no cost to the DISTRICT and no further obligation by the DISTRICT.