

INTERAGENCY Amendment

Department of Enterprise Services

Date: May 22, 2012
Agreement No: 2010-ERG-554
Project No.: 2010-287
Amendment No: 4

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.

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.

The new total Agreement value is \$153,300.00.

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.

Mukilteo School District No. 6

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

Title Date

Tom Henderson
Assistant Director

Title Date

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REVIEWED BY DES CONTRACT UNIT 5/19/12