

INTERAGENCY Amendment

Department of Enterprise Services

Date: January 30, 2013
Agreement No: 2010-ERG-554
Project No.: 2010-287
Amendment No: 6

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.
- 1.4 **Energy projects outlined in the McKinstry Essention Mukilteo School District Phase 4 Boiler, Lighting and Water Conservation Energy Services Proposal dated January 2013.**
- 1.5 **Measurement and Verification reports for the Phase 4 Boiler, Lighting and Water Conservation outlined in the McKinstry Essention Mukilteo School District No. 6 Energy Services Proposal dated January 2013.**

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, 2016 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.

4.4 Energy Project Management Fee for Phase 4 Boiler, Lighting and Water Conservation is \$49,500.00. Anticipated billing date for this Amendment is December 1, 2013.

4.5 Measurement and verification fee for the Phase 4 Boiler, Lighting and Water Conservation is \$2,000.00. Anticipated billing date for this Amendment is December 1, 2015.

The new total Agreement value is \$204,800.00.

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.

5. Billing Procedure

DES shall submit a single invoice to the DISTRICT upon **substantial completion** of each authorized project, unless a project specified a Special Billing Condition in the Amendment. **Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification.** Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES shall invoice the DISTRICT for any remaining services within 60 days of the termination of this Agreement.

Special Billing Condition: Section 1.1 in the Statement of Work. DES shall submit an invoice to the DISTRICT for \$2,000.00 on or before December 1, 2015, unless terminated earlier.

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

Bill Phillips, P.E.
EA&S Program Manager
Title Date