

INTERAGENCY Amendment

Department of Enterprise Services

Date: May 5, 2014
Agreement No: 2010-ERG-554
Project No.: 2010-287
Amendment No: 7

Interagency Agreement Between the State of Washington Department of Enterprise Services and Mukilteo School District #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 #6, 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-2” and Attachment “C-2”, 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-2” and Attachment “C-2”.

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.
- 1.6 Energy Upgrades outlined in the McKinstry Essention Mukilteo School District Phase 5 Energy Services Proposal dated February 14, 2014.**

1.7 Measurement and Verification reports for the Phase 5 Energy Upgrades, in the McKinstry Essention Mukilteo School District No. 6 Phase 5 Energy Services Proposal dated February 14, 2014.

Attachment “**A-1**” Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment “**A-2**” and Attachment “**C-1**” Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment “**C-2**” to update the Statewide Energy Performance Contracting Program Master Energy Services Agreement number from Agreement No. 2011-169 to Agreement No. **2013-133**, 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, 2018** 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-2**” 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-2**”.

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-2**”. 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-2**” 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 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.
- 4.6 Energy Project Management Fee for the work described in Section 1.6 is \$49,500.00. Anticipated billing date for this Amendment is February 1, 2015.**
- 4.7 Measurement and Verification Fee for the work described in Section 1.7 is \$4,000.00. Anticipated billing dates for this Amendment are February 1, 2017 & 2018.**

The new total Agreement value is \$258,300.00.

This Amendment also revises the Interagency Reimbursement Costs outlined in Attachment “B-1” of the Agreement to reflect the current DES project management fees. A new Attachment “B-2” is included with this Amendment.

5. Billing Procedure

DES shall submit a single invoice to the CLIENT AGENCY 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 CLIENT AGENCY for any remaining services within 60 days of the termination of this Agreement.

Special Billing Condition: Section 1.7 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before February 1st each year, beginning in 2017 and ending in 2018, 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 #6

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

Title	Date
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William J. Frare, P.E.
Public Works Administrator

Title	Date
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ATTACHMENT A-2

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

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-2

Fee Schedule

2013-15 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-2

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. **2013-133**

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.