

# **INTERAGENCY Amendment**

*Department of Enterprise Services*

Date: December 30, 2014  
Agreement No: K1263  
Project No.: 2013-146  
Amendment No: 3

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

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Camas, 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 HVAC System & Controls Improvements, Library and Police Station, outlined in the Abacus Resource Management Company Energy Services Proposal dated December 11, 2012.
- 1.2 **Wastewater Treatment Plant Energy Upgrades, outlined in the Abacus Resource Management Company Energy Services Proposal dated December 2, 2014.**
- 1.3 **Review of Measurement and Verification reports years two and three for the Wastewater Treatment Plant Energy Upgrades, outlined in the Abacus Resource Management Company Energy Services Proposal dated December 2, 2014.**

Attachment "A" Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment "A-1" and Attachment "C" Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment "C-1" 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 November 16, 2012, and be completed on **December 31, 2019**, 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".

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". 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 \$24,800.00.

4.2 **Energy Project Management Fee for the work described in Section 1.2 is \$29,000.00. Anticipated billing date for this Amendment is February 1, 2016.**

4.3 **Measurement and Verification Fee for the work described in Section 1.3 is \$4,000.00. Anticipated billing dates for this Amendment are February 1, 2018, and February 1, 2019.**

**The new total Agreement value is \$57,800.00.**

### 5. Billing

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.

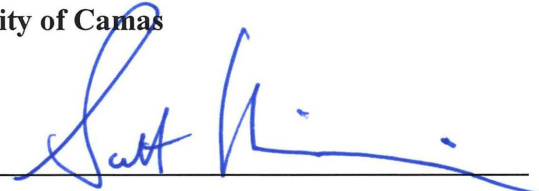
**Special Billing Condition: Section 1.3 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before February 2 each year, beginning in 2018 and ending in 2019, unless terminated earlier.**

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.

City of Camas

  
\_\_\_\_\_  
Mayor  
1/20/15  
\_\_\_\_\_  
Title Date

Department of Enterprise Services  
Facilities Division  
Engineering & Architectural Services

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

K1263amd3af

# ATTACHMENT A-1

## 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 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.