

INTERAGENCY Amendment*Department of Enterprise Services*

Date: January 3, 2022
 Agreement No: K1292
 Project No.: 2014-145
 Amendment No: 6

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

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Tumwater, 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 HVAC, Controls & Lighting outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.
- 1.2 2014 Solar Energy Project outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.
- 1.3 Review of Measurement and Verification reports for HVAC, Controls & Lighting outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.
- 1.4 Phase II – Street Lighting and Library Controls outlined in Sunset Air, Inc. Energy Services Proposal dated March 3, 2016.
- 1.5 Review of Measurement and Verification reports for Phase II – Street Lighting and Library Controls outlined in the Sunset Air, Inc. Energy Proposal dated March 3, 2016.
- 1.6 **Cancel Review of Measurement and Verification reports for Phase II – Street Lighting and Library Controls indicated above in section 1.5.**

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. 2013-133 to Agreement No. 2015-181, 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-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".

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-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 the work described in Section 1.1 is \$56,000.00. Anticipated billing date for this Amendment is December 1, 2015.

4.2 Energy Project Management Fee for the work described in Section 1.2 is \$4,000.00. Anticipated billing date for this Amendment is March 1, 2015.

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 December 1, 2017, and December 1, 2018.

4.4 Energy Project Management Fee for the work described in Section 1.4 is \$32,400.00. Anticipated billing date for this Amendment is April 1, 2017.

4.5 Measurement and Verification Fee for the work described in Section 1.5 is \$4,000.00. Anticipated billing dates for this Amendment are April 1, 2019, and April 1, 2020.

4.6 Cancel Years 2 & 3 Measurement and Verification Fees for the work described above in Sections 1.5 & 4.5. This Amendment reduces the total Agreement value by (\$4,000.00)

The new total Agreement value is \$96,4000.00.

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 1.3 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before December 1 each year, beginning in 2017 and ending in 2019, unless terminated earlier.

Section 1.5 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before April 1, beginning in 2019 and ending in 2020, 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 Tumwater

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

Title Date

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Doug Kilpatrick, P. E.
Energy Program Manger

Title Date