


Stanwood Camano School District

TO : BOARD OF DIRECTORS
FROM : GARY PLATT, EXEC. DIRECTOR – BUSINESS SERVICES 
SUBJECT : DEPARTMENT OF ENTERPRISE SERVICES – AMENDMENT TO
INTERAGENCY AGREEMENT - PHASE 5: AMENDMENT 3
DATE : NOVEMBER 15, 2016
TYPE : ACTION NEEDED

In 2010, the board approved an interagency agreement with the Washington State Department of Enterprise Services (DES) for energy conservation project management services. DES then provided those services on three major projects:

1. Replacement of boilers at Stanwood High School, and
2. Energy updates and boiler replacement at Stanwood Middle School partially financed with a state energy conservation grant.
3. Energy updates and conservation measures at Twin City and Stanwood Elementary Schools

As required by the Department of Commerce energy grant awarded this spring, additional DES services are needed to implement the funded conservation measures. The board has already authorized signing the documents with McKinstry to perform the work, however, the interlocal agreement with DES (see attached) requires direct school board action.

Recommendation:

We recommend the board **move to approve Amendment No. 3 to the Interagency Agreement (Number K3788; Project 2016-233) between the Washington State Department of Enterprise Services and Stanwood-Camano School District No. 401.**

INTERAGENCY Amendment

Department of Enterprise Services

Date: October 27, 2016
Agreement No: K3788
Project No.: 2016-233
Amendment No: 3

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and
Stanwood-Camano School District No. 401**

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as "DES", and Stanwood-Camano School District No. 401, 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" and Attachment "C", 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" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

- 1.1 Phase 5 Mechanical, Lighting, and Controls Upgrades outlined in the McKinstry Essention, LLC Stanwood-Camano School District No. 401 Phase 5 Energy Services Proposal dated April 4, 2016.
- 1.2 Review of Measurement and Verification reports for the Phase 5 Mechanical, Lighting, and Controls Upgrades outlined in the McKinstry Essention, LLC Stanwood-Camano School District No. 401 Phase 5 Energy Services Proposal dated April 4, 2016 and the Phase 5 Energy Services Proposal Revision 1 dated June 6, 2016.
- 1.3 **Additional Project Management fee for Phase 5 Mechanical, Lighting, and Controls Upgrades outlined in the McKinstry Essention, LLC Stanwood-Camano School District No. 401 Phase 5 Energy Services Proposal dated April 4, 2016.**

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" 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" 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 \$49,500.00. Anticipated billing date for this Amendment is January 1, 2017.

4.2 Measurement and Verification Fee for the work described in Section 1.2 is \$4,000.00. Anticipated billing dates for these Amendments are January 1, 2019 and January 1, 2020.

4.3 Additional Energy Project Management Fee for the work described in Section 1.3 is \$6,500.00. Anticipated billing date for this Amendment is January 1, 2017.

The new total Agreement value is \$60,000.00.

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.

Stanwood-Camano School District No. 401

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

Title Date

Roger A. Wigfield, P.E.
Energy Program Manager

Title Date

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