

Interagency Agreement

Date: July 19, 2011

Department of General Administration
Interagency Agreement No: 2012-ERG-502

**Interagency Agreement Between the
Department of General Administration
and the
Port of Longview**

COPY

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of General Administration, Facilities Division, Engineering & Architectural Services, or its successor Washington State government entity, hereinafter referred to as "GA", and the Port of Longview, hereinafter referred to as the "PORT".

The purpose of this Agreement is to establish a vehicle for GA to provide future Energy/Utility Conservation Project Management and Monitoring Services to the PORT and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. Statement of Work

GA 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, GA 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.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **June 30, 2014**, 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 GA under Attachment "A" of this Agreement, the PORT will pay GA a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the PORT decides not to proceed with an Energy/Utility Conservation project that meets PORT's cost effective criteria, then the PORT 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 Energy Services Company (ESCO).

If monitoring and verification services are requested by the PORT and provided by GA under Attachment "C" of this Agreement, the PORT will pay GA \$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 PORT, after GA has reviewed, approved and sent the invoices to the PORT for payment.

5. Billing Procedure

GA shall submit a single invoice to the PORT upon completion of each authorized project, unless a project specifies a Special Billing Condition in the Amendment. Each invoice will indicate clearly that it is for the services rendered in performance under this Agreement and shall reflect the Agreement number.

GA will invoice for any remaining services within 60 days of the termination of this Agreement.

6. Payment Procedure

The PORT shall pay all invoices received from GA within 90 days of receipt of properly executed invoice vouchers. The PORT shall notify GA in writing if the PORT cannot pay an invoice within 90 days.

7. Non-Discrimination

In the performance of this Agreement, GA shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. GA shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and

- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of GA's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and GA declared ineligible for further Agreement with the PORT. GA shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

8. Records Maintenance

The PORT and GA shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. GA will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

9. Contract Management

- a. The PORT Representative on this Agreement shall be:

Ken O'Hollaren, Executive Director
PO Box 1258
Longview, WA 98632
Telephone (360) 425-3305

The Representative shall be responsible for working with GA, approving billings and expenses submitted by GA, and accepting any reports from GA.

- b. The GA Project Manager on this Agreement shall be:

Bala Ramaya
Dept. of General Administration
Facilities Division
Engineering and Architectural Services
PO Box 41012
Olympia, WA 98504-1012
Telephone (360) 902-7218

Bala Ramaya will be the contact person for all communications regarding the conduct of work under this Agreement.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

The PORT and GA may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the PORT and GA or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined in the following manner: The PORT shall appoint a member to the Dispute Board. The Director of GA shall appoint a member to the Dispute Board. The PORT and GA shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

14. Order of Precedence

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

15. Assignment To Successor Washington State Government Entity Due To Transfer Of Authority

In the event that the authority of GA is withdrawn by operation of law or otherwise, and that authority is transferred and vested in a successor Washington State government entity, with written notice to the PORT from an authorized agency of the State of Washington, this Agreement may be assigned to such successor Washington State government entity. The assignment of this Agreement under the aforementioned conditions shall not relieve the parties of their duties and/or obligations hereunder.

16. All Writings Contained Herein

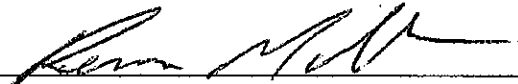
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AUTHORIZATION TO PROCEED

Agreed to and signed by:

Port of Longview

**Department of General Administration
Facilities Division
Engineering & Architectural Services**



Signature



Signature

Kenneth B. Uittala
Name

Roger Wigfield, P.E.
Name

Executive Director
Title

Energy Program Manager
Title

8/17/11
Date

8/25/11
Date

The Department of General Administration provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call Andrea Faust at (360) 902-7223.

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REVIEWED BY GA CFO 7/22/11

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2011-169

GA will provide the following project management services for each specific project for the PORT. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the PORT 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. Negotiate 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

2011-13 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>
\$5,000,000 - or more	1.1% of project cost	\$25,500
Below 5,000,000	\$68,800	\$25,500
" 4,000,000	64,900	23,600
" 3,000,000	59,900	21,700
" 2,000,000	52,800	19,600
" 1,500,000	47,800	17,150
" 1,000,000	40,800	16,150
" 900,000	38,900	15,000
" 800,000	36,900	13,950
" 700,000	34,600	12,800
" 600,000	31,900	11,500
" 500,000	28,700	10,100
" 400,000	24,800	8,800
" 300,000	19,800	7,300
" 200,000	10,500	4,400
" 100,000	6,500	3,000
" 50,000	4,000	2,000
" 20,000	2,000	1,000

1. These fees cover project management services for energy/utility conservation projects managed by GA'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 PORT decides not to proceed with the project through GA.
3. If the project meets the PORT's cost effectiveness criteria and the PORT decides not to move forward with a project, then the PORT will be invoiced per Attachment B Termination or \$25,500.00 whichever is less. If the PORT 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 PORT's established Cost Effectiveness Criteria, then there is no cost to the PORT and no further obligation by the PORT.

ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2011-169

If requested GA will provide the following monitoring services for each specific project for the PORT.

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.

Energy Service Companies

July 1 2011 – June 30, 2013 - Selection 11-169

ABACUS RESOURCE MANAGEMENT (ARMCO)

14845 SW Murray Scholls Drive,
Suite 110-308
Beaverton, OR 97007

Mark Kinzer, ESPC Manager

Telephone: (503) 819-5593
MarkK@AbacusRM.com

Steve Rubbert, President

Telephone: (503) 350-3422
SteveR@AbacusRM.com

AMERESCO QUANTUM, INC.

222 Williams Avenue South, Suite 100
Renton, WA 98057

Telephone: (206) 522-4270, Fax: (425) 687-3173

Fritz Feiten, Business Development Manager

Office: (206) 523-5314, Cell: (206) 914-6899
fzeiten@ameresco.com

Michael O'Connor, PE, Regional Vice Pres.

Office: (206) 523-5640, Cell (206) 200-4975
moconnor@ameresco.com

Shelly Pittman, Account Executive

Office: (206) 452-0557, Cell: (206) 914-2768
spittman@ameresco.com

APOLLO SOLUTIONS GROUP

1201 West Columbia Drive
Kennewick, WA 99336
2409 North Kerby Avenue
Portland, OR 97227

Alex Banks, Director

Telephone: (800) 688-8814
Cell: (503) 720-5690
abanks@apollosm.com

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

14205 SE 36th Street, Suite 100
Seattle, WA 98006

Scott Pfeffer, RA, CCCA, CCS

Pacific Northwest Office Manager
(425) 649-1096

spfeffer@burnsmcd.com

Randy Pope, P.E.

Associate Vice President
(816) 822-3231

rpope@burnsmcd.com

HERMANSON COMPANY, LLC

1221 2nd Avenue North
Kent, WA 98032
Telephone: (206) 575-9700
Fax: (206) 575-9800

John Gundlach, Energy Services Mgr

Telephone: (253) 893-1821
jgundlach@hermanson.com

Peter Szabad, Account Exec

Telephone: (253) 796-5871
pszabad@hermanson.com

HONEYWELL BUILDING SOLUTIONS

2700 Richards Road
Bellevue, WA 98005

Brett Lichtenthaler

(360) 253-8100 Ext. 304

brett.lichtenthaler@honeywell.com

Rick Otta

(425) 698-6096

Rick.Otta@honeywell.com

JOHNSON CONTROLS, INC

22745 29th Drive SE #100
Bothell, WA 98021
Matt Emlen, Account Executive
Telephone: 425 218-7875
Matthew.D.Emlen@jci.com
Larry Hamburg, Account Executive
Telephone: 503-341-4292
Fax: 503-654-1158
Larry.J.Hamburg@jci.com

MACDONALD-MILLER FACILITY SOLUTIONS, INC.

7717 Detroit Avenue SW
Seattle, WA 98106
Perry England, VP, Building Performance
Telephone: (206)768-4219
perry.england@Macmiller.Com

MCKINSTRY ESSENTION

PO Box 24567
5005 3rd Avenue South
Seattle, WA 98124
Ash Awad, P.E. -
Office (206) 762-3311x 8227
Asha@mckinstry.com
Fax (206) 762-2624
Cam Hamilton - Office (503) 331-2471
cameronh@mckinstry.com
Fax (206) 832-8675
Mike Locke -Office (206) 832-8228
mikel@mckinstry.com
Fax (206) 762-2624

PSF MECHANICAL, INC.

9322 14th Avenue South
Seattle, WA 98108
Telephone: (206) 764-9663
www.psfmechanical.com
Dan Hering, Business Development Mgr.
Energy Services
Telephone: (206) 227-1953
dhering@psfmech.com

SCHNEIDER ELECTRIC

95 S Jackson Street, Suite 300
Seattle, WA 98104
David Palmer
(360) 823-3040
Fax (866) 908-2510
david.palmer@buildings.schneider-electric.com
Jordan Lerner
(206) 406-5239
Fax (866) 741-2977
jordan.lerner@buildings.schneider-electric.com

SUNSET AIR, INC.

5210 Lacey Blvd
Lacey, WA 98503
Telephone: (360) 456-4956 Ext. 116
Fax (Eng Group): (360) 456-6053
Website: sunsetair.com
South Bend Address: 110 E. Robert Bush Dr.
South Bend, WA 98586
Joseph A. Bettridge, Vice President
Director of Engineering
Email: jab@sunsetair.com

TRANE® U.S. INC

2021 152nd Avenue NE
Redmond, WA 98052
Scott Harbers, LEED AP
Business Development Manager
Office: (425)-586-1618
Cell: (425) 466-4418
FAX: (425) 643-4314
sharbers@trane.com

UNIVERSITY MECHANICAL CONTRACTORS, INC.

11611 49th Place West
Mukilteo, WA 98275-4255
Office: (206) 360-9900
Scott R. Locke, PE, LEED AP
Manager, Energy Services
Phone (206) 368-6974 - Fax: (206) 361-2126
slocke@umci.com
Steve Otis, Operations Manager
Phone (206) 364-9900
sotis@umci.com
Troy Turpin, MME, CEM
Account Executive
Phone (206) 368-6244

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INTERAGENCY Amendment

Department of Enterprise Services

Date: June 4, 2013
Agreement No: 2012-ERG-502
Project No.: 2013-062
Amendment No: 1

**Interagency Agreement Between the
Department of Enterprise Services
and the
Port of Longview**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and the Port of Longview, hereinafter referred to as the "PORT", 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 Energy Efficiency Measures outlined in the Ameresco Quantum, Inc. Energy Services Proposal dated May 16, 2013.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on August 25, 2011, and be completed on **December 31, 2015** 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" of this Agreement, the PORT 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 PORT decides not to proceed with an Energy/Utility Conservation project that meets the PORT's cost effective criteria, then the PORT 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 PORT and provided by DES under Attachment "C" of this Agreement, the PORT 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 PORT, after DES has reviewed, approved and sent the invoices to the PORT for payment.

4.1 Energy Project Management Fee for Energy Efficiency Measures is \$13,800.00. Anticipated billing date for this Amendment is June 30, 2014.

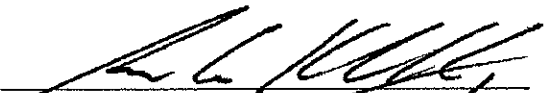
The new total Agreement value is \$13,800.00.

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.

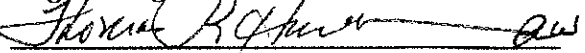
Port of Longview


Geir-Eilif Kalhagen
Chief Executive Officer
Title
Date 10-17-13

Department of Enterprise Services

Facilities Division

Engineering & Architectural Services


Bill Phillips, P.E.
E&AS Program Manager
Title
Date 11-14-13