

# **AGENDA – Special Meeting**

## **WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS**

Clallam County Courthouse, Room 160

Port Angeles, Washington

**March 19, 2013**

**1:00 p.m.**

### **COMMISSIONERS**

**MICHAEL CHAPMAN, BRAD COLLINS, MIKE DOHERTY, PATRICK DOWNIE, GARY HOLMQUIST**

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

**REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA**

**PUBLIC COMMENT – Agenda Items Only**

### **ACTION ITEMS**

- 1 Interagency Agreement Amendment #1 for Services and Monitoring
- 2 Funding Authorization Form for Professional Services with DES and ESCO
- 3 Funding Authorization Form for the Construction Contract with ESCO

**ITEMS FOR DISCUSSION – No Items**

**PUBLIC COMMENT**

**FUTURE AGENDA ITEMS**

### **NEXT MEETING DATE**

The next meeting will be held on March 26, 2012 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

**ADJOURNMENT**

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3/19/13

# **INTERAGENCY Amendment**

*Department of Enterprise Services*

Date: March 11, 2013  
 Agreement No: 2011-ERG-559  
 Project No.: 2013-159  
 Amendment No: 1

**Interagency Agreement Between the  
 Department of Enterprise Services  
 and  
 William Shore Memorial Pool District**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as “DES”, and William Shore Memorial Pool District, hereinafter referred to as “WSMPD”, 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.

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

**1.1 Pool HVAC Improvements outlined in the Abacus Resource Management Company\_Energy Services Proposal dated February 25, 2013.**

**1.2 Review of Measurement and Verification reports for the Pool HVAC Improvements outlined in the Abacus Resource Management Company Energy Services Proposal dated February 25, 2013.**

**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. 2009-151 to Agreement No. 2011-169, 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 February 2, 2011, and be completed on **December 31, 2016** 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, WSMPD 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-1".

If WSMPD decides not to proceed with an Energy/Utility Conservation project that meets WSMPD's cost effective criteria, then WSMPD will be charged a Termination Fee per Attachment "B-1". 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 WSMPD and provided by DES under Attachment "C-1" of this Agreement, WSMPD 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 WSMPD, after DES has reviewed, approved and sent the invoices to WSMPD for payment.

**4.1 Energy Project Management Fee for Pool HVAC Improvements is \$40,800.00. Anticipated billing date for this Amendment is September 1, 2013.**

**4.2 Measurement and verification fee for the Pool HVAC Improvements is \$4,000.00. Anticipated billing dates for this Amendment are September 1, 2015 and 2016.**

**The new total Agreement value is \$44,800.00.**

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

#### 5. Billing Procedure

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

**Special Billing Condition: Section 1.1 in the Statement of Work. DES shall submit an invoice to WSMPD annually for \$2,000.00 on or before September 1 each year, beginning in 2015 and ending in 2016, 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.

**William Shore Memorial Pool District**

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

\_\_\_\_\_  
\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Bill Phillips, P.E.  
E&AS Program Manager  
\_\_\_\_\_  
Title Date

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# ATTACHMENT A-1

## Scope of Work Energy/Utility Conservation Projects Management Services

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

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

1. Assist WSMPD 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-1

## Fee Schedule

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>
5,000,001.....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 WSMPD decides not to proceed with the project through DES.
3. If the project meets WSMPD's cost effectiveness criteria and WSMPD decides not to move forward with a project, then WSMPD will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If WSMPD 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 WSMPD's established Cost Effectiveness Criteria, then there is no cost to WSMPD and no further obligation by WSMPD.

# ATTACHMENT C-1

## Scope of Work Energy/Utility Conservation Projects Monitoring Services

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

If requested DES will provide the following monitoring services for each specific project for WSMPD.

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.

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STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

March 11, 2013

TO: Steve Burke, William Shore Memorial Pool District

FROM: Eddie Miller, Contracts Specialist, (360) 407-9363

RE: Contract No. 2013-159 G (1-1)  
WSMP HVAC Improvements

Abacus Resource Management Company

SUBJECT: Funding Approval

The Department of Enterprise Services, E&AS, requires funding approval for the above referenced contract document. The amount required is as follows:

ESCO Contract Amount	\$ 661,200.00
Sales Tax (8.4%)	\$ 55,540.80
Contingency Amount (with Tax)	<u>\$ 39,999.60</u>
<b>Total</b>	<b>\$ 756,740.40</b>

**In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the Facilities Division, Engineering & Architectural Services that the above identified funds are appropriated, allotted, and that the using/client agency bears the liability for any issues related to the funding for this project.**

By \_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

Please sign and return this form to E&AS. If you have any questions, please call me.



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STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES  
1500 Jefferson Street SE, Olympia, WA 98501

March 11, 2013

TO: Steve Burke, William Shore Memorial Pool District  
FROM: Eddie Miller, Contracts Specialist, (360) 407-9363  
RE: Authorization No. 2013-159 A (1)  
Amendment No. 1  
Project Title WSMP HVAC Improvements  
Project No. 2013-159 G (1-1)

Abacus Resource Management Company

SUBJECT: Funding Approval

The Department of Enterprise Services, E&AS, requires funding approval for the above referenced contract document(s). The amount required is as follows:

Design & Implementation of Energy Conservation Measures	\$136,000.00
First Year Measurement & Verification	\$ 7,000.00
Years 2 and 3 Measurement & Verification	\$ 8,000.00
Sales Tax (8.4%) (includes tax on audit & proposal)	<u>\$ 13,524.00</u>
<b>TOTAL</b>	<b>\$ 164,524.00</b>

**In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the Facilities Division, Engineering & Architectural Services that the above identified funds are appropriated, allotted, and that the using/client agency bears the liability for any issues related to the funding for this project.**

By \_\_\_\_\_ Date \_\_\_\_\_  
Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.