

RESOLUTION NO. 2561

A RESOLUTION authorizing Amendment No. 3 to the Energy Efficiency Project.

WHEREAS, in 2015, the Town entered into an interagency agreement through the Department of Enterprise Services with Sunset Air, Inc. (Contract No. 2014-957G(1-1)) for upgrades to lighting, HVAC and treatment plant systems; and

WHEREAS, pursuant to Resolution No. 2337 on December 7, 2017, the Town accepted the project as complete; and

WHEREAS, Sunset Air, Inc. failed to complete energy efficiency audits in years 2018 through 2019 pursuant to the contract for all work and upgrades; and

WHEREAS, in order to reconcile the scope of work and project fees, the Department of Enterprise Services with Sunset Air, Inc. recommends an amendment to Contract No. 2014-957G(1-1) to deduct said tasks and reduce fees for energy efficiency audits in years 2018 through 2019; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that Mayor is authorized to execute Amendment No. 3 to the agreement with Department of Enterprise Services for the Energy Efficiency Project. Said agreement is attached hereto as Exhibit A.

ADOPTED this 21st day of May 2020.

TOWN OF FRIDAY HARBOR

Farhad Ghatan, Mayor

SEAL of the
Town of Friday Harbor

ATTEST:

Amy E. Taylor, Town Clerk

INTERAGENCY Amendment

Department of Enterprise Services

Date: May 7, 2020
Agreement No: K2666
Project No.: 2014-957
Amendment No: 3

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and the
Town of Friday Harbor**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as “DES”, and the Town of Friday Harbor, 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** Upgrade Lighting, HVAC and Treatment Plant Systems outlined in the Sunset Air, Inc.’s Energy Services Proposal dated January 14, 2015.
- 1.2** Review of Measurement and Verification reports for the Upgrade Lighting, HVAC and Treatment Plant Systems outlined in the Sunset Air, Inc.’s Energy Services Proposal dated January 14, 2015.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on April 17, 2014, and be completed on **June 30, 2021**, 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 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 \$29,000.00. Anticipated billing date for this Amendment is January 1, 2016.

4.2 Measurement and Verification Fee for the work described in Section 1.2 is \$4,000.00. Anticipated billing dates for this Amendment are January 1, 2017 and January 1, 2018.

4.3 Measurement and Verification Fee for the work described in Section 1.2 cancelled; Deduct \$4,000.00.

The new total Agreement value is \$29,000.00.

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.

Town of Friday Harbor

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

Title Date

Roger A. Wigfield, PE
Energy Program Manager

Title Date

K2666IAAamd3vs

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ENERGY SERVICES AUTHORIZATION AMENDMENT NO. 3

Project Title Upgrade Lighting, HVAC and Treatment Authorization No. 2014-957 A (1)
Plant Systems
 Facility Town of Friday Harbor Date May 7, 2020

This Amendment, when properly signed, shall be the basis on which the Subject Authorization shall be modified.

Authorization (this sheet) Project Completion and Compensation
 Scope of Work Options: Modify Basic Services

Approvals

Energy Services Company:

Sunset Air, Inc.
 5210 Lacey Boulevard SE
 Lacey, WA 98503
 Telephone No. (360) 456-4956
 Fax No. (360) 455-4005
 Email jab@sunsetair.com

Owner:

Town of Friday Harbor
 acting through the Dept. of Enterprise Services
 Facilities Division
 Engineering and Architectural Services

By: [Signature]
 Name: RYAN CUNTO, P.E.
 Title: COMMERCIAL DIVISION MANAGER
 Date: 5/11/20

[Signature]
 Joe Sullivan, P.E.
 Energy Engineer
5/12/20

Compensation for Energy Services

Basic Services	COMPENSATION		
	Current	New	Previous
Energy Audit and Energy Services Proposal	\$ 10,000.00	\$ 0.00	\$ 10,000.00
Design	\$ 30,796.00	\$ 0.00	\$ 30,796.00
Construction Management	\$ 19,493.20	\$ 0.00	\$ 19,493.20
Overhead and Profit	\$ 64,781.00	\$ 0.00	\$ 64,781.00
Measurement & Verification Year 1	\$ 3,540.00	\$ 0.00	\$ 3,540.00
Measurement & Verification Years 2 and 3	\$ 0.00	\$ (7,080.00)	\$ 7,080.00
Grand Total (Plus WSST as applicable)	\$ 128,610.20	\$ (7,080.00)	\$ 135,690.20

Value of this Amendment = (\$7,080.00) (Plus Washington State Sales Tax)

Scope of Work

This Amendment reduces the total Agreement Authorization amount by **(\$7,080.00)** to actual amount invoiced by the ESCO per Invoice No. 7 dated April 7, 2020.

2014957Aamd3vs

Sharp, Veronica (DES)

From: Sullivan, Joe K. (DES)
Sent: Wednesday, April 29, 2020 4:29 PM
To: Sharp, Veronica (DES)
Subject: Friday Harbor ESCO Project 14-957A year 1 measurement and verification
Attachments: M&V Report - Friday Harbor Yr1.pdf; 20200409185623461.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Please proceed with the deductive amendments detailed in emails below (in yellow). After the deductive amendments are processed (to amounts invoiced), then close out agreement 14-957A and IAA K2666.

Thanks JKS

Joe Sullivan PE
Washington State Department of Enterprise Services
Office: 360-407-9377 Cell: 360-791-0839
1500 Jefferson Street SE, Olympia WA 98501
PO Box 41476, Olympia WA 98504-1476
joe.sullivan@des.wa.gov

From: Sullivan, Joe K. (DES)
Sent: Wednesday, April 29, 2020 4:16 PM
To: Duncan Wilson <duncanw@fridayharbor.org>
Cc: 'Ryan Pantier' <RJP@sunsetair.com>; Joe Bettridge <jab@sunsetair.com>; Boles, Butch (DES) <butch.boles@des.wa.gov> <butch.boles@des.wa.gov>
Subject: FW: Friday Harbor ESCO Project 14-957A year 1 measurement and verification

As per our conversation, I will proceed with the deductive amendments detailed in email below (in yellow).

After these deductive amendments are processed, I will close out IAA K2666 and professional services agreement 14-957A.

Thanks JKS

Joe Sullivan PE
Washington State Department of Enterprise Services
Office: 360-407-9377 Cell: 360-791-0839
1500 Jefferson Street SE, Olympia WA 98501
PO Box 41476, Olympia WA 98504-1476
joe.sullivan@des.wa.gov

From: Sullivan, Joe K. (DES)
Sent: Friday, April 10, 2020 4:06 PM
To: Duncan Wilson <duncanw@fridayharbor.org>
Cc: Ryan Pantier <RJP@sunsetair.com>; Joe Bettridge <jab@sunsetair.com>; Boles, Butch (DES) <butch.boles@des.wa.gov> <butch.boles@des.wa.gov>
Subject: FW: Friday Harbor ESCO Project 14-957A&G year 1 measurement and verification

I have reviewed and approved the attached City of Friday Harbor ESCO Project 14-957A&G year 1 M&V report. Please contact me if you have any questions or need additional information.

Also attached is the year 1 M&V invoice in the amount of \$3,833.82 (agreement 14-957A). Please pay Sunset Air based upon the attached document.

Commerce is no longer requiring the M&V years 2&3 reports associated with this project. I recommend we do deductive amendments to remove years 2&3 from the Sunset Air M&V agreement (\$7,080 before tax) and the DES fee (IAA K2666) for reviewing the years 2&3 M&V reports (\$4000).

Duncan - Please confirm you want me to proceed with these deductive amendments.

Thanks JKS

Joe Sullivan PE
Washington State Department of Enterprise Services
Office: 360-407-9377 Cell: 360-791-0839
1500 Jefferson Street SE, Olympia WA 98501
PO Box 41476, Olympia WA 98504-1476
joe.sullivan@des.wa.gov

From: Ryan Pantier
Sent: Tuesday, April 7, 2020 3:52 PM
To: Duncan Wilson
Cc: Sullivan, Joe K. (DES) ; Joe Bettridge
Subject: Friday Harbor ESCO year 1 measurement and verification

Hi Duncan,

I apologize that we are so tardy getting this report to you. This report details the savings being reported from the first year of the measurement and verification period for the ESCO project that we did. Feel free to reach out with any questions that you have. We can also set up a conference call if you would like to discuss the report at all.

Thanks,

Ryan Pantier, PE – Energy Services Engineer - 360-923-1244 x137
Sunset Air Inc - 5210 Lacey Blvd SE, Lacey, WA 98503
www.sunsetair.com – FAX 360-456-4990 – Cell 360-870-0629