City Clerk's Office
Records Management

CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

PUGET SOUND ENERGY (PSE) — Vendor Name

PUGET SOUND (PSE)
5/31/2011

Document Type: Interlocal New
Vendor Name: PUGET SOUND ENERGY (PSE)
PO# Location: INTRLOC-000
Effect Date: 6/1/2009
Term Date: 5/31/2011
CR#: 45863
Related CR#:
Ordinance:
Resolution:
Leg Date:
Vendor #: 69802
Description: GYMNASIUM LIGHTING AT CROSSROADS COMMUNITY CENTER
PSE CONSERVATION GRANT #C-07241 PO 910628-000

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
5001176854

Aug 30, 2010 FSU: C 06/02 JDE: C 06/02 SI: M ECM:

PUGET SOUND ENERGY
The Energy To Do Great Things

CONSERVATION GRANT

CR# 45863 DATE 03-22-10 LOC 910428-000

Agreement No. C-07241
Project No. 078-9829
Conservation Schedule E250

This AGREEMENT is made this 1 day of June, 20 09, by and between **PUGET SOUND ENERGY** and **City of Bellevue** ("Participant").

RECITALS

A. Under Puget Sound Energy's Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission, Puget Sound Energy offers grants for electricity and natural gas conservation measures installed or implemented at facilities that receive electric or natural gas service from Puget Sound Energy.

B. Participant intends to install or implement conservation measures and is requesting a grant from Puget Sound Energy under its filed Electric Schedule 83 and/or Gas Schedule 183 tariffs.

AGREEMENTS

Puget Sound Energy and Participant agree as follows:

1. **Premises**. Participant will install or implement the conservation measures listed in paragraph 2 ("Conservation Measures") at the facilities located at **16000 NE 10TH ST BELLEVUE, WA 98008 – crossroads Community Center** (the "Premises"). Participant represents either (a) that it is the owner or contract purchaser or otherwise has the lawful authority to make the statements herein on behalf of the owner or contract purchaser of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner or contract purchaser of the Premises.

2. **Conservation Measures**. Participant represents that it will purchase equipment or materials or has entered into an agreement or will enter into an agreement with a contractor or contractors (the "Contractor") for the purchase and installation or implementation at the Premises of the Conservation Measures, which may be detailed in ***Attachment D: Attachment to Conservation Grant***, at the indicated costs, summarized below.

Conservation Measures	Measure Life	Total Cost of Conservation Measures	Eligible Conservation Grant
1. Lighting fixtures plus controls	12	$13,064.00	$6,532.00

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CONSERVATION GRANT

MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE CONSERVATION MEASURES, OR (C) THE INSTALLATION OF THE CONSERVATION MEASURES.

liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.

7. **Disclaimer**. Puget Sound Energy conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost–effective. Any estimate of energy savings made by Puget Sound Energy in connection with any such analyses is solely for the purpose of determining the cost–effectiveness of the particular conservation measures and not to be used for any other purpose. Puget Sound Energy has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.

8. **Termination**. In the event a Participant's contribution to Puget Sound Energy's (PSE) recovery of *energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas* delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).

9. **Incorporation of tariffs by reference**. This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the filed Electric Schedules 83 and Gas Schedules 183 tariffs, which are incorporated herein by this reference. Further, specific terms and conditions from one or more Conservation Schedules (including but not limited to: Electric Schedules 217 (Multi-Family Existing Structure); 218 (Multi-Family New Construction); 250 (Commercial and Industrial Retrofit Program); 251 (Commercial and Industrial New Construction Efficiency); or 258 (Large Power User Self Directed Program) and Gas Schedules 205 (Commercial/Industrial Retrofit Program); 217 (Multi-Family Existing Structures); 218 (Multi-Family New Construction); or 251 (Commercial/Industrial New Construction Efficiency) may also apply. Puget Sound Energy will determine, at its sole discretion, which Conservation Schedule or Schedules apply. This determination will be based on, but not limited to metering type, construction type, building size, Puget Sound Energy experience and other industry standards. The applicable Schedule or Schedules number or numbers appear in the title of this Agreement above. A complete list of conservation Schedules is available at: http://www.pse.com/insidePSE/ratereginformation/Pages/Default.aspx .

10. **Entire Agreement**. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.

PUGET SOUND ENERGY	**PARTICIPANT**
By: Bill Younger	By: Shelley Marelli
Name: Bill Younger	Print Name: Shelley Marelli
Title: Mgr., Energy Efficiency Services	Title: Deputy Director
	Federal Tax I.D. No.: 91-6007020

PUGET SOUND ENERGY
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ATTACHMENT TO CONSERVATION GRANT

Agreement No. C – 07241

Project No. 078 – 9829

Conservation Measure(s) shall consist of the following:

Project involves the removal of eight (8) mercury vapor and eight (8) high pressure sodium high-bay lamps and ballast within the gymnasium. Replacement lighting includes one-for-one with sixteen (16) 4-lamp T-5 54W high-bay linear fluorescent fixtures with four (4) ceiling mounted occupancy sensors for each of the four (4) electrical circuits that operate the high-bay light fixtures. This is specified in WAVE Electrical's proposal, dated 5/1/2009 to the City of Bellevue. Fixtures shall have a ballast factor no greater than 1.15. Lamps shall have a lumen output greater than 3,000 lumens each. Occupancy sensors shall have time delay set to 15 minutes or less.

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ATTACHMENT TO CONSERVATION GRANT

Conservation Measure(s) shall be verified as follows prior to Grant payment:

Visual inspection of installed fixtures and occupancy sensors. Visual observation and time delay of occupancy sensor operation.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

PUGET SOUND ENERGY

By: Bill Younger

Name: Bill Younger

Title: Mgr., Energy Efficiency Services

By: _____

Name: _____

Title: _____

PARTICIPANT

By: Shelley Mardl

Print Name: Shelley Mardl.

Title: Deputy Director

Federal Tax I.D. No.: 91-6007020

Contract Routing Inquiry - General Description Entry

OK Find Delete Cancel Row Tools

Supplemental Database Code: OC Type Data: A *Contracts*

Blanket PO #: 910628

Change Order Number: 000

UDC Table: Approved By Code Size: 3

Records 1 - 10 **Customize Grid**

App By	Description	Aprv Date	Contract Title	Remarks
CS	Contracting Services	06/16/09	PSE Conservation Grant	to legal
LEG	Legal	06/16/09		to Siona
LEG	Legal	06/17/09		to Risk
RSK	Risk	06/17/09		to CS
CS	Contracting Services	06/17/09	PSE Conservation Grant	to DD for signature
CS	Contracting Services	06/23/09	PSE Conservation Grant	Shelley M. signed - to Ranc
CS	Contracting Services	06/23/09	Randy needs PSE signatures	and return ALL toCS for prc
CS	Contracting Services	07/15/09	PSE Conservation Grant	rcvd.sig's - to Acct.for signa
CS	Contracting Services	03/19/10	PSE Conservation Grant	found originals in Accountin

CKelly

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Puget Sound Energy
P.O. Box 90868
Bellevue, WA 98009-0868
PSE.com

June 2, 2009

City of Bellevue – Parks and Community Services Department
Attn: Randy Ransom
P.O. Box 90012
Bellevue, WA 98009-9012

Re: PSE Conservation Grant – City of Bellevue, Crossroads Community Center

Dear Randy Ransom:

Enclosed is Puget Sound Energy's Conservation Grant Agreement for the following energy efficiency improvements located at City of Bellevue Parks & Community, 16000 NE 10th Street in Bellevue, WA 98008:

> Project involves the removal of eight (8) mercury vapor and eight (8) high pressure sodium high-bay lamps and ballast within the gymnasium. Replacement lighting includes sixteen (16) 4-lamp T-5 54W HID fixtures with four (4) ceiling mounted occupancy sensors for each of the four (4) electrical circuits that operate the high-bay light fixtures.

PSE analysis indicates the following:

Measure Description	Proposed Installed Cost	Energy Savings	Annual Energy Cost Savings ($/yr)	PSE Grant	Percent of Project Cost	Net Project Cost After PSE Grant	Simple Payback*
Lighting fixtures plus controls	$13,064	15,753 kWh	$1,666	$6,532	50%	$6,532	3.9 years

*Simple Payback = Net Project Cost After PSE Grant / Annual Energy Cost Savings.

Included with the grant agreement is an attachment that describes the conservation measure(s), specifies how the installation will be verified and lists documentation required for payment. Please reference the attachment for specific project requirements. Failure to comply with these requirements may result in forfeiture or reduction of grant payment.

Please sign, date and return the enclosed grant agreement with attachment within 30 days. A postage-paid business reply envelope is provided for your convenience. A copy of the fully executed agreement will be returned to you after we receive this signed agreement.

If you have any questions, please contact me by phone at 425-424-6646 or by e-mail at rick.rosenkilde@pse.com. Thank you for participating in Puget Sound Energy's conservation programs.

Sincerely,

Rick Rosenkilde
Energy Management Engineer

Enc

CR #: 45863 Date: 03.22.2010 PO #: 910628-000
also: ↑ File location

City of Bellevue
Finance - Contracting Services
425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
PSE Conservation Grant - Crossroads Community Center

Agreement Description:
PSE Conservation Grant - Gymnasium Lighting

Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Other
Agreement Manager: Randy Ransom
Agreement Amount: $6,532.00
Total Aggregate Value: ~~0~~

Project Information:

Project Name: Crossroads Cmty Center Lighting
Department: Parks & Community Services

Project Manager: Randy Ransom
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: Puget Sound Energy
Administrative Agency: Puget Sound Energy
Administrative Agency JDE Vendor #: 6980
Funding Program Name: PSE Conservation Grant

Agreement Terms:

Original Effective Date: 06/01/2009 (actual date) **End Date:** 05/31/2011 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: **Ordinance #:** **Resolution #:**

Route:

		In	Out
Contracting Services:	M Schwarz	6/16/09	6/16/09
Accounting:	[signature]		3/19/10
Information Technology:	~~Not Required~~		
Legal:	[signature]	6-16	6/17/09
Insurance Reviewed By:	Joanne Nicolai	6/17/09	6/17/09
Department Director:	[signature]	6/19/09	6/19/09
Contracting Services:	Chris Kelly	Received	7-15-09
Return To:	Randy Ransom	JUL 13 2009	
City Clerk's Office:		Contracting Services	

Received
MAR 19 REC'D
Contracting Services

Forward to Co-PSE Contribution

910628-000

Document Management Information:

CIP Plan #:
Budget Fund:
Funding Source:
JDE Project Number:
Explanation:

Budget Information:

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount
2009		785680177	$6,532.00

Additional Comments:

Received
JUN 23 2009
Contracting Services

CKelly –
returned to Randy Ransom
for signatures from PSE
with note to return one
to CS for Clerks Recording
CK.

Received
JUL 13 2009
Contracting Services

CKelly
rcvd from Randy Ransom
w/ PSE Signatures.

Received
MAR 19 2010 REC'D
Contracting Services

found originals in
Acct. office – forwarded to CCO
CKelly