



CONTRACTS & AGREEMENTS

ECM INDEX DATA

INTRLOC_00 PUGET SOUND ENERGY

File Location

Vendor Name

3/31/2014

PUGET SOUND ENERGY

Document Type: Interlocal New

Vendor Name: PUGET SOUND ENERGY

PO# Location: INTRLOC-000

Effect Date: 1/24/2014

Term Date: 3/31/2014

CR#: 51090

Related CR#: _____

Ordinance: _____

Resolution: _____

Leg Date: _____

Vendor #: 38080

Description: CONSERVATION GRANT HVAC CONTROLS WATERSIDE
ECONOMIZER GR#1410030-000

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2009
500176854



PUGET SOUND ENERGY

The Energy To Do Great Things

CR# 51090

DATE 2-26-14

LOC CALTRLOC-00

Agreement No. C-12903
Project No. 090-7705
Conservation Schedule E250

CONSERVATION GRANT

This AGREEMENT is made this 24 day of January, 20 14, 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 450 110TH AVE NE BELLEVUE, WA 98004 - BELLEVUE CITY HALL (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 C: Attachment to Conservation Grant*, at the indicated costs, summarized below.

	Conservation Measures	Measure Life	Total Cost of Conservation Measures	Eligible Conservation Grant
1	HVAC controls only	10	\$103,479.00	\$68,791.00
	TOTAL (includes sales tax)		\$103,479.00	\$68,791.00

Participant represents that the total cost of the Conservation Measures, if identified above, is the full amount of its obligation, after adjustment for any discounts, credits or non-PSE incentives offered.

- 3. **Grant.** Subject to Puget Sound Energy acceptance, Puget Sound Energy will grant the Participant, after installation of the Conservation Measures, an amount equal to the Eligible Electric Schedule 83 and Gas Schedule 183 Conservation Grant (the "Grant") as identified above, provided, however, that such Conservation Measures must be installed, and Grant paid within 24 months or less of the signing of this Conservation Grant Agreement. If for any reason the cost of the Conservation Measures is actually less than shown above, Puget Sound Energy may decrease prorata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.
- 4. **Separate Contract.** The purchase and installation of the Conservation Measures shall be pursuant to a separate contract between Participant and Contractor. Puget Sound Energy is not, and shall not be deemed to be, a party

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to any purchase or installation contract. All obligations to any Contractor pursuant to any such contract shall be Participant's responsibility. Participant expressly acknowledges that Puget Sound Energy's involvement with respect to the Conservation Measures, including but not limited to any energy analysis or inspection by Puget Sound Energy of the Premises or the Conservation Measures, is solely undertaken in connection with furnishing the Grant. The types of materials, methods of installation, quality and timing thereof, and any warranties with respect to the Conservation Measures or their installation at the Premises, are matters to be agreed upon solely between Participant and any Contractor. **PUGET SOUND ENERGY HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PUGET SOUND ENERGY DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION 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.**

5. **Access and Inspection:** For a period no shorter than the longest applicable measure life, for the purposes of verification, evaluation, or both, participant shall, upon request, provide Puget Sound Energy and its representatives: (1) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation, and (2) reasonable access to, inspection and use of energy usage data related to the Conservation Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Final Cost Documentation:** As a condition of Puget Sound Energy's payment of Grant(s) hereunder, Participant agrees to promptly provide to Puget Sound Energy, upon request, documentation verifying equipment purchased and/or work performed including, but not limited to invoice(s) and other written information pertinent to the Conservation Measures installed.
7. **Release.** Participant releases Puget Sound Energy from any and all claims, losses, harm, costs, 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.
8. **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.
9. **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).
10. **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



PUGET SOUND ENERGY

The Energy To Do Great Things

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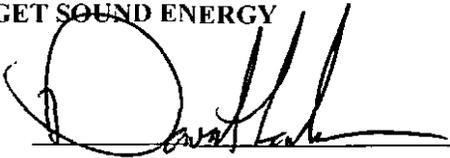
Project No. 090-7705

Conservation Schedule E250

Construction Efficiency); or 258 (Large Power User Self Directed Program) and Gas Schedules 250 (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://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation.

11. **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.

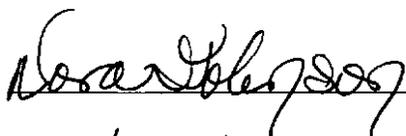
PUGET SOUND ENERGY

By: 

Name: David Landers

Title: Mgr., Business Energy Management

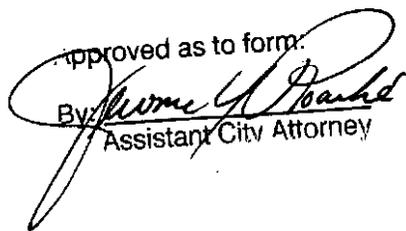
PARTICIPANT

By: 

Print Name: Nora Johnson

Title: Civic Services Director

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

Approved as to form:
By: 
Assistant City Attorney

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**ATTACHMENT C
 TO CONSERVATION GRANT**

Conservation Measure(s) shall consist of the following:

Install a new bypass loop that will divert the chilled water return away from the chiller only using the cooling tower as a rejection source for the heat accumulate from the building's cooling loads. The new bypass loop shall absorb the heat rejected by the datacenter AC units and any other building loads when the OSA temperature is at 58 degrees or below.

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- Completed Request for Taxpayer Identification Number ("Form W-9") or Assignment of Funds Form (assigns grant Payment to Contractor).
- Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- Other (specify): Updated sequence of operation based off of findings during the commissioning process.

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Conservation Schedule E250

ATTACHMENT C TO CONSERVATION GRANT

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

Upon completion a PSE representative shall visit the site to ensure the proper installation and operation of the waterside economizer as proposed by Ameresco 2/15/2013.

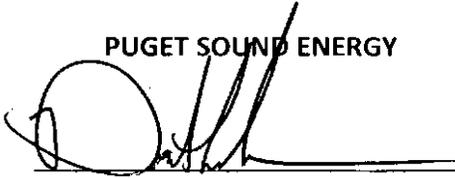
In order to verify the proper operation and the energy savings of this project, trends will need to be collected for and provided to PSE. The trends will include OSA temperature, chiller amps, condenser pump operation and chilled water supply and return temperatures.

All trends will be recorded using the same time stamps, intervals between data recordings and for a period no less than two (2) weeks.

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

PARTICIPANT

By: 

By: 

Name: David Landers

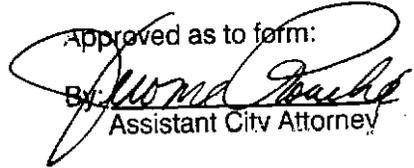
Print Name: Nora Johnson

Title: Manager, Business Energy Management

Title: Civic Services Director

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

Approved as to form:

By: 
Assistant City Attorney



Assignment of Funds for Grant Agreement # C-12903

Grant Participant's Name (Assignor) City of Bellevue

Contact Name Emma Johnson Contact Phone # (425) 452-5246

Mailing Address PO Box 90012, Bellevue, WA 98009-9012

Contractor Name (Assignee) <u>Ameresco</u>	
Contact Name <u>Grant Thorsland</u>	Contact Phone # <u>(206) 523-5272</u>
Mailing Address <u>222 Williams Avenue South, Suite 100, Renton, WA 98057</u>	
Federal Tax ID # (or social security #) <u>43512838</u>	

Puget sends a 1099 to IRS and the Assignee for payments totaling more than \$600 per calendar year for businesses that are not corporations.

Puget Sound Energy is hereby authorized to pay to the above Assignee the sum up to 100% of the agreement (\$ 68,791.00)

or pro-rated grant amount from the incentive funds due the Assignor obtained through the _____ Program. I understand the incentive funds will be paid after Puget Sound Energy has approved the installation of authorized energy conservation measures.

Dated this 16th day of February, 2014

[Signature]
Grant Participant's Signature

Nora Johnson
Printed name of Grant Participant

.....

PSE Use only

Project Name _____ **Project #** _____

PSE Rep _____ **Date** _____

CR #: 51090 Date: 2-26-14 Loc: INTRLOC PO #: 1410030.000



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

Grant Agreement Routing Form

Grant
GR

Current Agreement Information

Agreement Title: Conservation Grant	Agreement Type: Grant
Agreement Description: PSE Grant	Document Type: Funding Agreement
Agreement Form: Vendor Agreement Document	Agreement Manager: Emma Johnson
	Agreement Amount: \$68,791
	Total Aggregate Value: NaN

Custom doc

Project Information:

Project Name: HVAC Controls Waterside Economizer	Project Manager: Emma Johnson
Department: Civic Services	Are matching funds required on this project? Yes

Granting Organization Information:

Funding Agency: Puget Sound Energy	
Administrative Agency:	
Administrative Agency JDE Vendor #: 38080	UBI 179010055
Funding Program Name:	

Agreement Terms:

Original Effective Date: 01/24/2014 (estimated date)	End Date: 03/31/2014 (estimated date)
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Related Agreement Information:

Is this a renewal/amendment? No

Council Approval: *NA*

Council Award Date:	Ordinance #: N/A	Resolution #: <i>Not coming to city, grant being used as payment to contractor.</i>
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Route:

	<u>In</u>	<u>Out</u>
Procurement Services: <i>A. Carlson</i>	<u>1/28/14</u>	<u>1/28/14</u>
Accounting: <i>Alvina</i>	<u>1/28/14</u>	<u>1/28/14</u>
Information Technology: <i>Not Required</i>		
Legal: <i>Sharon Roache</i>	<u>1-29-14</u>	<u>2/5/14</u>
Insurance Reviewed By: <i>[Signature]</i>	<u>2-5-14</u>	<u>2/5/14</u>
Department Director: <i>Rosalyn Johnson</i>	<u>2-6-14</u>	<u>2-6-14</u>
Procurement Services: <i>A. Carlson</i>	<u>2/6/14</u>	<u>2/6/14</u>
Return To: Emma Johnson		
City Clerk's Office: <i>M. Tornew</i>	<u>2-26-14</u>	<u>2-26-14</u>