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CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

DEPT OF ENERGY SERVICES — Vendor Name

DEPT OF ENERGY SVCS
12/31/2015

Document Type: Interlocal Amendment
Vendor Name: DEPT OF ENERGY SERVICES
PO# Location: INTRLOC-002
Effect Date: 5/19/2014 9-27-2013
Term Date: 12/31/~~2015~~ 2017
CR#: 51393
Related CR#: 50592 50929
Ordinance: 6161
Resolution:
Leg Date: 5-19-14
Vendor #: 287194
Description: AMD#2 PROVIDE ENERGY/UTILTIY CONSERVATION PROJECT MANAGEMENT AND MONITORING SERVICES TO THE CITY PO 1350309-002 X-REF 50592 50929

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
$00176854

Jun 10, 2014 FSU: M JDE: M SI: M ECM: M

CR# 51393 DATE 6-10-14 LOC INTRLOC 002
PO 1350309-002

INTERAGENCY Amendment

Department of Enterprise Services

Date: April 29, 2014
Agreement No: K2326
Project No.: 2014-191
Amendment No: 1 **Revised**

Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and the
City of Bellevue

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Bellevue , 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 Install 20 kWh Solar PV System outlined in the Integrity Energy Services Proposal dated March 28, 2014.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on September 27, 2013, and be completed on **December 31, 2017** 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 $13,800.00. Anticipated billing date for this Amendment is January 1, 2015.

The new total Agreement value is $13,800.00.

5. Billing Procedure

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

Special Billing Condition: Section 1.2 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY for $2,000.00 on or before January 1, 2017, 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.

City of Bellevue

Assistant Director 5/27/2014
Title Date

Department of Enterprise Services
Facilities Division
Engineering & Architectural Services

William J. Frare, P.E.
Public Works Administrator 5-30-2014
Title Date

K2326IAAamd1tg

Approved as to form:
By:
Assistant City Attorney

ENERGY SERVICES AUTHORIZATION AMENDMENT NO. 1

Project Title Install 20 kWh Solar PV System — Authorization No. 2014-191 A (1)

Facility City of Bellevue — Date April 28, 2014

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

Authorization (this sheet)
Scope of Work Options: Modify Basic Services

Project Completion and Compensation

Approvals

Energy Services Company:	Owner:
Integrity Energy Services	City of Bellevue acting through the Dept. of Enterprise Services Facilities Division, Engineering and Architectural Services
By: [signature]	[signature]
Name: Michael L. Dean	Roger A. Wigfield, P.E.
Title: President	Energy Program Manager
Date: 05/05/2014	5/29/14

Compensation for Energy Services

	COMPENSATION		
Basic Services	Current	New	Previous
Energy Audit and Energy Services Proposal	$ 19,413.00	$ (15,413.00)	$ 34,826.00
Design	$ 11,216.00	$ 11,216.00	$ 0.00
Construction Management	$ 6,730.00	$ 6,730.00	$ 0.00
Overhead and Profit	$ 20,189.00	$ 20,189.00	$ 0.00
Measurement & Verification Year 1	$ 2,500.00	$ 2,500.00	$ 0.00
Measurement & Verification Years 2	$ 2,500.00	$ 2,500.00	$ 0.00
Grand Total (Plus WSST as applicable)	$ 62,548.00	$ 27,722.00	$ 34,826.00

Value of this Amendment = $27,722.00 (Plus Washington State Sales Tax)

Scope of Work

Energy efficiency measures under Contract No. 2014-191 G (1-1) will include installing 20 kWh solar PV on roof over Service Center drive through, etc., including any and all necessary ancillary equipment. The ESCO will perform a detailed engineering design as needed to obtain Owner review and approval of the proposed systems and to obtain bids as required. The ESCO will provide construction management, as-built drawings, and O&M manuals. All work is per the City of Bellevue Energy Services Proposal dated March 28, 2014.

Schedule For Completion

Final completion, including 1st and 2nd year M&V is 1,138 days from execution of the Amendment.

2014191Aamd1tg

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

June 2, 2014

Integrity Energy Services Company
4119 257th Court SE
Issaquah, WA 98029

RE: Contract No. 2014-191 G (1-1)
Install 20 kWh solar PV System
City of Bellevue

NOTICE TO PROCEED

This is your official notice to proceed with the work of our contract on Tuesday, June 3, 2014. Enclosed is a copy of our executed contract.

Please complete and have approved by L & I the "Intent to Pay Prevailing Wages" forms for yourself and any Subcontractors. These forms must be submitted to me with your first invoice voucher.

In accordance with the "General Conditions PART 5.20", the Contractor shall provide to the Owner the completed *Sub/Supplier List and Statement of MWBE Participation* form as found in the *Instructions for Submittal of Contractor Invoice for Payment*, prior to or with the third Application for Payment. Failure to do so may result in Owner withholding payment. Invoice voucher forms and instructions can be obtained at http://www.des.wa.gov/about/FormsPubs/Pages/Forms.aspx#Construction.

Under the provisions of 5.20 of the *General Conditions for Washington State Facility Construction*, you are required to provide us with a list of all subcontractors who will be participating in the project. Include the dollar values, tax identification numbers, and MWBE participation. Please forward this list to E&AS, Contracts Section, attn.: Roland Orr, on or before the third progress payment request.

Should you have any questions or concerns, please call me at (360) 407-9304.

Sincerely,

for Joseph Sullivan, P.E.
Energy Engineer

Enclosures

cc: Emma Johnson, City of Bellevue

ESCO Contract No.	2014-191 G (1-1)
Project	Install 20 kWh Solar PV System
Agency	City of Bellevue
Date	April 28, 2014

STATE OF WASHINGTON

ENERGY SERVICE COMPANY (ESCO) CONSTRUCTION CONTRACT

For the FACILITIES DIVISION, ENGINEERING & ARCHITECTURAL SERVICES

This Energy Service Company (ESCO) Construction Contract, made and entered into this 28th day of April, 2014, shall be the agreed basis of performing the following work by and between the State of Washington, City of Bellevue acting through the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as the Owner, and

Integrity Energy Services Co.
4119 257th Court SE
Issaquah, WA 98029
Telephone (206) 228-7229
Email miked@integrity-esco.com

hereinafter referred to as the ESCO or Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The said ESCO agrees to furnish all permits, material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the attached Scope of Work, Energy Services Proposal dated March 28, 2014 for:

Energy Services Authorization No. 2014-191 A (1)
Master Energy Services Agreement No. 2013-133 F (6)

Audits and Proposals for this project were prepared by the ESCO according to the terms of the Contract Documents which include, but are not limited to, the Master Energy Services Agreement, Energy Services Authorization(s), the accepted Proposal, *Conditions of the Master Energy Services Agreement, Instructions to Bidders/General Conditions/Supplemental Conditions For State Facility Construction, EPC Modifications to Instructions to Bidders/ General Conditions/Supplemental Conditions For State Facility Construction*, Addenda, Specifications, Drawings, Bond, and this Construction Contract.

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the ESCO has been officially notified to proceed and shall be substantially complete within 228 consecutive calendar days after the date of Notice to Proceed.

THIRD: In consideration of the Performance of the Work, herein contained on the part of the ESCO, the Owner hereby agrees to pay the ESCO for said work completed according to the Contract Documents, for not more than the sum of $112,160.00, plus 9.5% state sales tax consisting of the following:

ESCO Contract Cost	$ 112,160.00

The ESCO shall bond this contract at 100% of the construction contract cost, plus Washington State sales tax, per Section 2.04 of the General Conditions for Washington State Energy Savings Performance Contracting. The construction value plus contingency is a guaranteed maximum not-to-exceed cost and final payment to the ESCO shall be reconciled to reflect the actual installed cost provided it does not exceed the guaranteed maximum cost.

FOURTH: ESCO payments to subcontractors and materialmen shall not be contingent upon the ESCO receiving payment from the Owner. Unless otherwise agreed upon, payment to the ESCO shall be made only after completion of the energy efficiency measure(s) and the ESCO has issued a Notice of Commencement of Energy Savings and the Owner has accepted such Notice.

IN WITNESS WHEREOF: The said Department of Enterprise Services, Engineering & Architectural Services, has caused this ESCO Construction Contract to be subscribed in its behalf, and the said ESCO has signed this ESCO Construction Contract the day and year first above written.

ESCO:
Integrity Energy Services

By _____
Name MICHAEL L. DEAN
Title PRESIDENT
Date 05/05/2014

Owner:
City of Bellevue
acting through the
Dept. of Enterprise Services, Facilities Division
Engineering & Architectural Services

By _____
Name Roger A. Wigfield, P.E.
Title Energy Program Manager
Date 5/29/14

WA State Contractor's License No. INTEGES877CAE

Federal Tax ID No. 91-2181368

UBI Number 602 256 882

MWBE Certification No. _____

energy contract

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

April 28, 2014

RETAINAGE INVESTMENT

ESCO Contractor	Integrity Energy Services
ESCO Contract No.	2014-191 G (1-1)
Description	Install 20 kWh Solar PV System
Client Agency	City of Bellevue

Pursuant to R.C.W. 60.28, you are required to exercise your option, IN WRITING, on whether or not monies reserved from the amounts due you on the above contract shall be placed in escrow. You are therefore directed to complete and return this form with the signed copy of the above contract to the Division of Engineering & Architectural Services.

Should you desire to have the retained monies invested, it will then be necessary that you enter into an escrow agreement with a bank, trust or savings and loan company, and the above Client Agency.

This form will be transmitted to the Client Agency for further action in preparing the escrow agreement.

ENERGY SERVICES CONTRACTOR'S OPTION

✓ I do not request retainage on the above contract to be invested.

____ I hereby request retainage on the above contract be invested.

____ I hereby request retainage on the above contract be invested and converted into bonds and sureties.

M. LP — 05/05/2014

Signature — Date

PRESIDENT

Title

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Washington, Inc.
1501 4th Avenue, Suite 2400
Seattle WA 98101

CONTACT NAME: Andrew Peoples
PHONE (A/C, No, Ext): 206-956-1600 **FAX (A/C, No):** 206-956-9600
E-MAIL ADDRESS: certrequest@bbseattle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: THE OHIO CASUALTY INSURANCE CO TR	24074
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
INTEG-7
Integrity Energy Services Co.
4119 257th Ct. SE
Issaquah WA 98029

COVERAGES **CERTIFICATE NUMBER:** 899909760 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	*GENERAL LIABILITY*	Y		*BKS 55437092*	*1/31/2014*	*1/31/2015*	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			BAS 55437092	1/31/2014	1/31/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						*BODILY INJURY (Per accident)*	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			BKS 55437092	1/31/2014	1/31/2015	[ ] WC STATU-TORY LIMITS [X] OTH-ER	WA Stop Gap
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Builders Risk			BMO 56114123	5/5/2014	5/5/2015	Limit	$122,000
							Deductible	$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contract No. 2014-191 G (1-1) Install 20 kWh Solar PV System

CERTIFICATE HOLDER
DEPT. OF GENERAL ADMINISTRATION
DIVISION OF E&A SERVICES
206 GENERAL ADMINISTRATION BUILDING
OLYMPIA WA 98504-1012

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

SUBJECT	PAGE
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS- EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	5
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	6
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	7
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	7

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically *in excess of this policy*), *contingent or on any other basis, that would also apply to the loss covered under* this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. *Under Paragraph* ***2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:***

a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(i) Premises rented to you for a period of 7 or fewer consecutive days; or

(ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph *(b) of Paragraph a. is replaced by the following:*

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS- EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

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d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED- INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION- MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily Injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an Insured under this provision.

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L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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Conforms with The American Institute of Architects AIA Document 312

Payment Bond

023024843

CONTRACTOR:
(Name, legal status and address)
Integrity Energy Services Co.
4119 257th Ct SE
Issaquah, WA 98029

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
9450 Seward Road
Fairfield, OH 45014

Mailing Address for Notices
The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Bellevue
Dept. of Enterprise Services, Facilities Division
1500 Jefferson St SE
Olympia, WA 98501

CONSTRUCTION CONTRACT
Date: April 28, 2014

Amount: $ 122,815.00 One Hundred Twenty-two Thousand Eight Hundred Fifteen Dollars And Zero Cents

Description:
(Name and location)
ESCO Contract No. 2014-191 G (1-1)
Install 20 kWh Solar PV System

BOND
Date: May 2, 2014
(Not earlier than Construction Contract Date)

Amount: $ 122,815.00 One Hundred Twenty-two Thousand Eight Hundred Fifteen Dollars And Zero Cents

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Integrity Energy Services Co.

Signature: _____
Name and Title: MICHAEL L. DEAN, PRESIDENT

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: _____
Name and Title:
Andrew Peoples, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Brown & Brown of WA, Inc.
1501 4th Ave, Suite 2400
Seattle, WA 98101

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6062105

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alex Uyt Den Bogaard; Andrew Peoples; Bernarda N. Gonzalez; C.A. Gerlach; Carol Caughey; Charlie Nguyen; James G. Rogers; Jennifer Rogers; JoAnn Mortenson; Jo-Ann Pabalate; Kellie Duffy; Melanie Van Gelder; Naomi Dawana Takata; Sallie C. Vandyke; Scott Strickland; Sharon Deuman; Tracey Shearer

all of the city of SEATTLE, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of April, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 2nd day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

K D RILEY NOTARY PUBLIC STATE OF WASHINGTON COMM. EXP. 12-09-2015

By: _____
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2 day of May, 2014.

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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Conforms with The American Institute of Architects AIA Document 312

Performance Bond

023024843

CONTRACTOR:
(Name, legal status and address)
Integrity Energy Services Co.
4119 257th Ct SE
Issaquah, WA 98029

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
9450 Seward Road
Fairfield, OH 45014

Mailing Address for Notices
The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered *plural where applicable.*

OWNER:
(Name, legal status and address)
City of Bellevue
Dept. of Enterprise Services, Facilities Division
1500 Jefferson St SE
Olympia, WA 98501

CONSTRUCTION CONTRACT
Date: April 28, 2014

Amount: $ 122,815.00 One Hundred Twenty-two Thousand Eight Hundred Fifteen Dollars And Zero Cents

Description:
(Name and location)
ESCO Contract No. 2014-191 G (1-1)
Install 20 kWh Solar PV System

BOND
Date: May 2, 2014
(Not earlier than Construction Contract Date)

Amount: $ 122,815.00 One Hundred Twenty-two Thousand Eight Hundred Fifteen Dollars And Zero Cents

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Integrity Energy Services Co.		The Ohio Casualty Insurance Company	
Signature:	M-LD	Signature:	
Name and Title:	MICHAEL L. DEAN PRESIDENT	Name and Title:	Andrew Peoples, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Brown & Brown of WA, Inc.
1501 4th Ave, Suite 2400
Seattle, WA 98101

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- **.1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- **.2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- **.3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- **.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- **.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Carlson, Angela

From: Nunnelee, Sandra J.
Sent: Tuesday, May 20, 2014 7:34 AM
To: Carlson, Angela; Mccool, Kim
Cc: Keys, Terry; Heselgrave, Pam; Tibbs, Jill; Lindow,John; Robinson, Jamie; Johnson, Linda R.; Rector, Liz; Dompier, Stephanie
Subject: RE: Council Last Night

Everything passed last night.

From: Carlson, Angela
Sent: Tuesday, May 20, 2014 07:08
To: Nunnelee, Sandra J.; Mccool, Kim
Cc: Keys, Terry; Heselgrave, Pam; Tibbs, Jill; Lindow,John; Robinson, Jamie; Johnson, Linda R.; Rector, Liz; Carlson, Angela; Dompier, Stephanie
Subject: Council Last Night

Good Morning,

Did everything pass Council last night?

Thanks,
Angela Carlson
City of Bellevue Finance
450 – 110th Ave NE
Bellevue, WA 98004
acarlson@bellevuewa.gov
425-452-4328 ofc
425-452-4483 fax

Item No. 8(d)
May 19, 2014

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Ordinance No. 6161 authorizing execution of a performance-based solar energy services Interagency Agreement with the Washington State Department of Enterprise Services, in an amount not to exceed $211,162; authorizing acceptance of a Washington State Department of Commerce Solar Grant in the amount of $105,191; and amending the 2013-2014 budget of the Operating Grants, Donations, and Special Reserves Fund in the amount of $105,191.

FISCAL IMPACT

Approval of this ordinance will authorize expenditures in an amount not to exceed $211,162 for energy conservation measures. The City's contribution for this project is $105,971 and is fully funded within the Facility Services Fund. To further offset the costs, the City will receive an annual solar production incentive (RCW 82.16.110) of $5,000 until June 30, 2020 from Puget Sound Energy and a 75% sales tax exemption in 2014 of approximately $12,842. In addition, the contractor guarantees 90% of the energy production from the solar panel which is estimated to save an additional $10,187 by 2020.
The table below illustrates the net impact to the City by 2020.

Impact to City through 2020	
Expenditure: Facilities Services – ½ project cost	$ 105,971
Offsets: Solar Production Incentive (6 ½ years)	$ (33,000)
Sales Tax Exemption	$ (12,842)
Guaranteed energy cost savings	$ (10,187)
Net Total Project Impact by 2020:	$ 49,942

The City will likely realize the full production potential of 20,500 kWh, equivalent to at least $67,167 in cost savings over 30 years. Energy efficiency retrofit projects typically have a 3- to-10 year payback. This project does not meet that criteria, however, other environmental and economic benefits will be achieved within this project. Over the lifespan of the panels, the total net benefit to the City is approximately $7,000.

Impact to City 2021-2043	
Energy cost savings	$ (56,980)
Total Project Impact by 2043:	$ (7,038)

The City's contribution for this project is fully funded within the Facility Services Fund. This project was included and approved in the 10-year major maintenance plan in the 2013-14 adopted budget. The energy savings and return on investment over time will have a positive impact on future fund rates.

Once the interagency agreement with Department of Enterprise Services is signed, the City will be awarded the 2014 Washington State Department of Commerce Solar Grant for Higher Education and

Local Governments in the amount of $105,191. The immediate goal of Commerce's Solar Grant is to stimulate Washington's economy by creating jobs. The long-term goal is to increase renewable energy use at the state's public education facilities and local agencies.

STAFF CONTACT
Frank Pinney, Assistant Director, 452-6049
Emma Johnson, Resource Conservation Manager, 452-5246
Civic Services Department

POLICY CONSIDERATIONS
City policy:
The amount of this funding authorization exceeds the City Manager's authority and therefore needs Council approval.

The Council adopted greenhouse gas emission reduction targets in 2007 (Resolution No. 7517). Approval of this energy service agreement will reduce greenhouse gas emissions and show leadership in a community transition to renewable, locally-produced energy.

State of Washington:
The State of Washington, under Chapter 39.35A RCW, provides municipalities the authority to enter into performance-based contracts for energy services. The legislature declared "that it is the policy that a municipality may, after a competitive selection process, negotiate a performance-based energy contract with a firm that offers the best proposal."

Environmental Stewardship Initiative:
This project also supports the ESI Strategic Plan 2013-2018, which encourages leadership by example in renewable energy projects.

Department mission:
The Civic Services Facilities Division supports service delivery to Bellevue's citizens by providing timely, cost-effective maintenance and asset management services to City departments, and safe and efficient facility operations. Significant energy savings of more than $100,000 per year for the past four years in the Facilities Fund have helped to reduce Facility rates and create the reserve to help fund this solar energy project.

BACKGROUND
The benefits of installing a 20 kW solar photovoltaic array on the Bellevue Service Center (BSC) are:

1. Data monitoring will facilitate community access to the energy output information and exhibit the City's commitment to utilizing new technology.
2. The array will be comprised of manufactured in Washington components, which helps stimulates the Washington state economy and the clean tech sector.
3. Provides on-site renewable energy generation, decreasing fossil fuel dependence.
4. Reduces electricity demand at the BSC by 7% during summer months, reducing demand charges and demand impacts on the regional electrical grid.
5. Expands Bellevue's residential solar permitting improvements by working with larger-scale commercial PV projects.

This project is estimated to prevent 341 metric tons of carbon dioxide ($MTCO_2$) emissions over the lifespan of the solar panels, and will provide leadership for residents and other commercial buildings to consider renewable energy systems and lower our city's carbon footprint.

Contract Overview

Civic Services introduced the concept of performance-based energy service contracts to Council on April 11, 2011.

The Department of Enterprise Services (DES), formerly General Administration (GA), has designed an Energy Services program to manage and simplify the energy service performing contracting process for state and local entities.

Local governments, school districts and state agencies (referred to as Client Agencies) enter into an Interagency Agreement (IAA) with DES. The IAA is drafted pursuant to Chapter 39.34 RCW. It allows the DES Energy Program to provide overall contracting and project management services to the Client Agency. On a biennial basis, the Energy Program prepares an advertisement to be placed in the Seattle, and Portland editions of *The Daily Journal of Commerce*, and the *Spokesman Review* in Spokane. Energy Service Companies (ESCO) firms submit a summary of their qualifications and experience. The submittals are reviewed by the Energy Program and those ESCOs deemed to be qualified are interviewed and offered a Master Energy Services Agreement. Thirteen firms were selected as eligible to participate in energy related projects at public facilities managed by the DES Energy Program. The City selected one of those firms, Integrity, as our ESCO.

Use of an energy services performance interagency agreement includes a guarantee of the minimum energy savings estimated by the contractor, as well as the maximum cost of the project. Any shortfall in cumulative actual energy cost savings, less than the minimum guaranteed energy cost savings amount, would be paid by the contractor to the City following the annual reconciliation of savings. The pricing is open book, and any cost savings during project construction will also revert back to the City.

EFFECTIVE DATE

If adopted, this Ordinance becomes effective on May 28, 2014.

OPTIONS

1. Adopt Ordinance No. 6161 authorizing execution of a performance-based solar energy services Interagency Agreement with the Washington State Department of Enterprise Services, in an amount not to exceed $211,162; authorizing acceptance of a Washington State Department of Commerce Solar Grant in the amount of $105,191; and amending the 2013-2014 budget of the Operating Grants,,Donations, and Special Reserves Fund in the amount of $105,191.
2. Do not adopt Ordinance No. 6161 and provide alternative direction to staff.

RECOMMENDATION

Move to adopt Ordinance No. 6161 authorizing execution of a performance-based solar energy services Interagency Agreement with the Washington State Department of Enterprise Services, in an amount not to exceed $211,162; authorizing acceptance of a Washington State Department of Commerce Solar Grant in the amount of $105,191; and amending the 2013-2014 budget of the Operating Grants, Donations, and Special Reserves Fund in the amount of $105,191.

Back to search results

If "Non-revenue" appears after Tax Registration Number, the account is not registered with the Department of Revenue. However, it may be registered with other agencies in the state.

Washington State Department of Revenue
State Business Records Database Detail

TAX REGISTRATION NO: 603113225
UBI: 603113225
ENTITY NAME: WA STATE DEPARTMENT OF ENTERPRISE SERVICE
BUSINESS NAME:

ACCOUNT OPENED: 07/01/2011 12:00:00 AM
ACCOUNT CLOSED: OPEN

MAILING ADDRESS:
PO BOX 41460
OLYMPIA, WA 98504-1460

BUSINESS LOCATION:
521 CAPITOL WAY S
OLYMPIA, WA 98501-1206

ENTITY TYPE: MUNICIPAL SUBDIV

NAICS CODE: 561210
NAICS DEFINITION: FACILITIES SUPPORT SERVICES

RESELLER PERMIT NO: A25 4638 18
PERMIT EFFECTIVE: 02/27/2014
PERMIT EXPIRES: 02/26/2018

FOR NON-COMMERCIAL USE ONLY

05/12/2014 1:55 PM

Washington State Department of
Labor & Industries

WA ST ENTERPRISE SERVICES DEPT OF

Owner or tradesperson
WASHINGTON STATE OF
Doing business as
DEPT OF ENTERPRISE SERVICES

1500 JEFFERSON ST SE PO BOX 41407
OLYMPIA, WA98504

WA UBI No.
603 113 225

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
217,070-00

Account is current.

Doing business as
DEPT OF ENTERPRISE SERVICES
Estimated workers reported
Quarter 1 of Year 2014 "Greater than 100 Workers"
L&I account representative
T2 / CINDY MORGAN (360)902-4825 - Email: MOCI235@lni.wa.gov

Workplace safety and health

No inspections during the previous 6 year period.

© Washington State Dept. of Labor & Industries. Use of this site is subject to the laws of the state of Washington.

Access Washington®
Official State Government Web Site

WA STATE DEPARTMENT OF ENTERPRISE SERVICES
DUNS: 969952261 CAGE Code: 6KJS5
Status: Active

1500 JEFFERSON ST
OLYMPIA, WA, 98504-0001,
UNITED STATES

Entity Overview

Entity Information

Name: WA STATE DEPARTMENT OF ENTERPRISE SERVICES
Business Type: US State Government
POC Name: Cheryl Crank
Registration Status: Active
Activation Date: 02/26/2014
Expiration Date: 02/26/2015

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1725.20140509-1810

WWW9

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

1387-ORD
05/12/14

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6161

AN ORDINANCE authorizing execution of a performance-based solar energy services Interagency Agreement with the Washington State Department of Enterprise Services, in an amount not to exceed $211,162; acceptance of $105,191 in grant reimbursement funds from the Washington State Department of Commerce Solar Grant Fund; establishing a program within the Operating Grants and Donations Fund; amending the budgets for Operating Grants and Donations Fund; appropriate unanticipated and future revenues to that fund; and authorizing expenditures of said funds.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1: The City Manager or his designee is authorized to execute a performance-based solar energy services Interagency Agreement with the Washington State Department of Enterprise Services, in an amount not to exceed $211,162 a copy of which Agreement has been given Clerk's Receiving No. 51393.

Section 2. The City Manager or his designee is further authorized to execute a Grant Agreement with the Washington State Department of Commerce to accept $105,191 in grant reimbursement funds to participate in the Evergreen State Solar Partnership (ESSP) grant project, a copy of which Grant Agreement has been given Clerk's Receiving No. _____.

Section 3. The appropriate administrative officials of the City are authorized to receive monies and to expend the same as authorized in said grant agreement.

Section 4. At the time of execution of said Agreement and acceptance of said funds, a project shall be established within the Operating Grants and Donations Fund into which all said monies shall be deposited.

Section 5. The City Manager or his designated representative shall have responsibility for the administration of said grant monies and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 6. The approximate amount and source of revenue for the grant proposal and acceptance are:

Washington State Department of Commerce	$105,191

Section 7. Upon execution of said interlocal agreement the budget for the Operating Grants and Donations Fund shall be amended by appropriating revenues in the amount of the grant proposal and acceptance herein authorized.

Description	Amount Appropriated
Operating Grants and Donations Fund	$105,191

Provided, however, if the actual revenue received from the source specified in said grant agreement should be more or less than the amount set forth herein, the appropriations shall be adjusted to equal the amount actually received.

Section 8. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this _____ day of _____, 2014 and signed in authentication of its passage this _____ day of _____, 2014.

(SEAL)

_____
Claudia Balducci, Mayor

Approved as to form:

Lori M. Riordan, City Attorney

_____
Jerome Y. Roaché, Assistant City Attorney

Attest:

_____
Myrna L. Basich, City Clerk

Published _____

CR# 5L393 Date: 6-10-14 PO # & Loc: 1350309,002

City of Bellevue
Finance Department - Procurement Services
450 110th Ave. NE. Bellevue, WA 98004

Agreement Contract Routing Form

Current Contract Information:

Contract Title:	Interagency Agreement with DES
Contract Description:	Energy/Utility Conservation Project Management and Monitoring Services
Total Contract Value:	$211,160.00 ✓
This Amendment Value:	$176,333.99 ✓
Department:	Civic Services Facility Maintenance - 580
Contract Manager:	Emma Johnson
Contract Type:	Other
Contract Form:	Custom contract document
Budget Expenditure:	Expenditure Contract - Sufficient Funds ✓
Maximo User:	Yes

ILA

Vendor Information:

New Vendor?	No	**Tax ID#:**	
Vendor Name:	Department of Enterprise Services	**COB License #:**	
JDE Vendor Number:	287194	**UBI #:**	603113225
Independent Contractor?		**Contractor's Lic. #:**	

Contract Term:

Original Effective Date:	09/11/2013	**End Date:**	12/31/2015
Subject To:	One 2-year renewal		

Council Approval:

Does this contract require council approval? Yes

Council Award Date: 5/19/2014 **Council Action:** Ordinance **Legislative #:** 6161

Route:

		In	Out
Procurement Services:	A Carlo	5/16/14	5/12/14
Information Technology:	Not Required		
Legal:	[signature]	5/13/14	5/15/14
Insurance Reviewed By:	[signature]	5/13/14	5-15-14
Department Director:	[signature]	5/27/14	5/27/14
Procurement Services:	A Carlo	5/27/14	5/27/14
Return To:	Emma Johnson		
City Clerk's Office:	M. Tomaze	6-10-14	6-10-14

Related Contract Information:

Amendment/change order/renewal? Yes

Amendment #: 2

Amendment Effective Date: 12/5/2013

Original PO #: 1350309

Original Contract Value: $3,000.00 ✓

Total value of Previous Change Orders: $31,826.00 ✓

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	Audit fee			$19,413.00	No	$19,413.00
2	Construction		28400.548000.1820	$112,160.00 ✓	Yes	$122,815.20
3	DES Project Managem...			$13,800.00	No	$13,800.00
4	Contingency			$5,529.44	Yes	$6,054.74 ✓
5	Design, M&V, and ove...			$44,819.23	Yes	$49,077.06 ✓
6	less previous value			-$34,826.00	No	-$34,826.00

Additional Comments:

Total = $211,160

CONTRACT REVIEW CRITERIA

Dept.	PS	
☐	☑	Does the Contract Routing/Approval Form and Contract have consistent information? Y
☐	☑	Is the Contract Type and template appropriate for the services performed? Y
☐	☑	Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? Y
☐	☑	Is the JDE vendor name and number accurate? Y
☐	☑	Does the Company have a Bellevue Business License? If not, date Tax Office was notified? N/A.
☐	☑	If the Company's Tax ID# appears to be a SS#, or if we are paying an individual, make a copy of the Routing Form and interoffice to Gail Davila in HR. N/A
☐	☑	Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? #2
☐	☐	Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
☐	☐	Has the Selection Method been explained in Additional Comments? Are results attached?
☐	☐	If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached? 5/17/14 (6)(e)
☐	☐	Does the contractor meet requirements of the Independent Contractor Threshold question? Y
☐	☐	Is Attachment "A" (Scope of Work and/or Services) attached? w/original
☐	☐	Is Attachment "B" (Insurance Requirements) attached?
☐	☐	Are any additional riders required? If so, which one's? _____
☐	☐	Does Insurer have a Best rating of A- or better?
☐	☐	Is the Contractor identified as the insured? * self insured state agency
☐	☐	Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
☐	☐	Are the policy expiration date(s) on the Certificate of Insurance current?
☐	☐	Does the Contractor have a self-insured retention? Is it above $50,000?
☐	☐	Is the City listed as the Certificate Holder?
☐	☐	Is the Certificate signed?
☐	☐	Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
☐	☑	If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"? N/A
☐	☐	Does the Contractor have an open account with the Washington State Department of Revenue?
☐	☐	Are the Contractor's worker's compensation premiums current?
☐	☐	Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
☐	☐	**Is the Vendor on the Federal Debarred Suspended List?**

RISK

RISK MANAGEMENT:

- ☐ Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- ☐ Does the Contractor's Certificate of Insurance comply with the requirements?
- ☐ Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- ☐ Does the Hold Harmless clause include language referencing Title 51 releases?

BELLEVUE RECORDS MANAGEMENT

CONTRACT FACE SHEET

Document Type:

- ☐ Contract
- ☐ MOU
- ☒ Interlocal Agreement
- ☐ Notice of Acceptance
- ☐ Retainage
- ☐ Franchise Agreement
- ☐ Right of Way Use Agreement
- ☐ Lien
- ☐ Correspondence
- ☐ Collective Bargaining Agreement

Status:

- ☐ New
- ☒ Amendment
- ☐ Change Order
- ☐ Renewal
- ☐ Cancellation

***Vendor Name:** Department of Enterprise Services

***JDE PO Number:** 1350309. 002

***Effective Date:** 09/11/2013

***Termination Date:** 12/31/2015

Amendment Effective Date: ~~12/05/2013~~ 5.19.14

***Clerk's Receiving Number:**

Related Receiving Number:

Bid/RFP/RFQ/ITQ Number:

Ordinance Number:

Resolution Number:

CIP Number:

Project Name: Interagency Agreement with DES

Site Name:

Vendor Number: 287194

File Location:

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date:_____
Scan Date:_____
Index Date:_____