



# CONTRACTS & AGREEMENTS

## ECM INDEX DATA

INTRLOC\_00      PUGET SOUND ENERGY

File Location

Vendor Name

PUGET SOUND ENERGY  
12/31/2014

**Document Type:**      Interlocal                      New

**Vendor Name:**      PUGET SOUND ENERGY

**PO# Location:**      INTRLOC-000

**Effect Date:**      10/22/2014

**Term Date:**      12/31/2014

**CR#:**      52992

**Related CR#:**      \_\_\_\_\_

**Ordinance:**      4968

**Resolution:**      \_\_\_\_\_

**Leg Date:**      \_\_\_\_\_

**Vendor #:**      38166

**Description:**      GRANT AGREEMENT - LINCOLN CENTER THERMOSTATS  
PO 1410530-000

**Notes:**

INTRLOC\_00  
INTERLOCAL AGREEMENTS  
12/31/2099  
900176854

1410530000



# PUGET SOUND ENERGY

Conservation Schedule Agreement No.: E250 C-13789-01 Project No.: 096-6274

## CONSERVATION GRANT AGREEMENT

CRO 52992 DATE 11-24-14 LOC INTR LOC-00

This AGREEMENT is made this 29th day of October, 2014, by and between PUGET SOUND ENERGY ("PSE") and CITY OF BELLEVUE ("Participant").

### RECITALS

- A. Under PSE's Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, "Tariffs"), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

### AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 555 116TH AVE NE BELLEVUE, WA 98004 - CITY OF BELLEVUE, LINCOLN CENTER - CONTROLS**  
*(Please note: meter location/address may differ from the site mailing address).* Participant will install or implement the conservation measures listed in paragraph 2 ("Conservation Measures") at the above located facilities (the "Premises"). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more 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 following costs:

	Conservation Measures	Measure Life	Total Cost	Eligible Grant
1	HVAC controls only	10	\$16,481.00	\$11,537.00
	<b>TOTAL (includes sales tax)</b>		<b>\$16,481.00</b>	<b>\$11,537.00</b>

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

3. **Grant.** Subject to PSE acceptance, PSE will grant the Participant, after installation of the Conservation Measures, an amount equal to the Eligible Conservation Grant (the "Grant") set forth on Attachment C, 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 installed cost of the Conservation Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.



## CONSERVATION GRANT AGREEMENT

4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE 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. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation Measures installed; (2) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation; and (3) 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. **Release.** Participant releases PSE 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.
7. **Disclaimer.** PSE 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 PSE 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. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:  
  
[http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule\\_x0020\\_Type=Conservation](http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation).
10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede 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.



CONSERVATION GRANT AGREEMENT

PUGET SOUND ENERGY

PARTICIPANT

By: [Signature]

By: [Signature]

Name: Ryan Lambert Jessica Riker

Print Name: Nora Johnson

Title: Supervisor Manager Business Energy Management

Title: Civic Services Director

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

Approved as to form: [Signature]  
By: [Signature]  
Assistant City Attorney



Conservation Schedule E250  
 Agreement No.: C-13789-01  
 Project No.: 096-6274

### ATTACHMENT C TO CONSERVATION GRANT

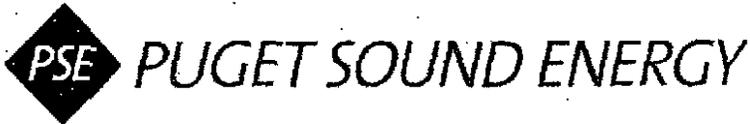
*Conservation Measure(s) shall consist of the following:*

The City of Bellevue will install a total of thirty seven (37) programmable thermostats which will replace the existing on/off/auto thermostats. These thermostats will allow the building to employ wider deadbands, night setback and weekend/weekday scheduling.

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 I.D. Number ("W-9") or Assignment of Funds Form (assigns 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): \_\_\_\_\_



Conservation Schedule E250  
 Agreement No.: C-13789-01  
 Project No.: 096-6274

### ATTACHMENT C TO CONSERVATION GRANT

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

Upon completion of the project, a PSE Representative will visit the site and verify that the proposed thermostats were installed and are programmed correctly for occupied and unoccupied use.

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: [Signature]  
 Name: Ryan Lambert Jessica Rakar  
 Title: Supervisor  
Manager, Business Energy Management

By: [Signature]  
 Print Name: Nora Johnson  
 Title: Civic Services Director  
 Federal Tax I.D. No.: 91-6007020

Approved as to form:  
 By: [Signature]  
 Assistant City Attorney

CR #: 52992 Date: 11-24-14 Loc: INTELOC PO #: 1410530.000



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

### Grant Agreement Routing Form

#### Current Agreement Information

Agreement Title: PSE Conservation Grant Agreement (C-13789-01)  
Agreement Description: Project No 096-6274  
Agreement Form: Vendor

Agreement Type: Grant Agreement  
Document Type:  
Agreement Manager: Emma Johnson  
Agreement Amount: ~~\$0.00~~ \$11,537  
Total Aggregate Value: NaN

#### Project Information:

Project Name: Lincoln Center Thermostats  
Department: Civic Services

Project Manager: Emma Johnson  
Are matching funds required on this project?

#### Granting Organization Information:

Funding Agency: Puget Sound Energy  
Administrative Agency:  
Administrative Agency JDE Vendor #: 38166  
Funding Program Name: E250

#### Agreement Terms:

Original Effective Date: 10/22/2014 (estimated date) End Date: 12/31/2014 (estimated date)

#### Related Agreement Information:

Is this a renewal/amendment? No

#### Council Approval:

~~Council Award Date: 1/9/88 Ordinance #: 4968 Resolution:~~

#### Route:

	In	Out
Procurement Services: <u>ACarlo</u>	<u>10/22/14</u>	<u>10/23/14</u>
Accounting: <u>[Signature]</u>	<u>10/23/14</u>	
Information Technology: Not Required		
Legal: <u>[Signature]</u>	<u>10/24/14</u>	<u>10/24/14</u>
Insurance Reviewed By: <u>[Signature]</u>	<u>10/24/14</u>	<u>10-24-14</u>
Department Director: <u>[Signature]</u>	<u>10-28-14</u>	<u>10-29-14</u>
Procurement Services: <u>ACarlo</u>	<u>11/24/14</u>	<u>11/24/14</u>
Return To: Megan Copeland / Emma Johnson		
City Clerk's Office: <u>M. Tomrow</u>	<u>11-24-14</u>	<u>11-24-14</u>

RISK