



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

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

ENERGY SERVICES AUTHORIZATION NO. 2025-737 A (1)

Detailed Investment Grade Energy Audit & Energy Services Proposal Agreement

City of Olympia

Olympia Armory Solar PV & Battery Storage

April 24, 2025

MAIN ENERGY SERVICES AGREEMENT NO. 2023-185 A (1)

The Owner and the Energy Services Company (ESCO) named below do hereby enter into this Authorization under terms described in the following sections:

Authorization to Proceed
Compensation for Energy Services
Project Conditions
Scope of Work

Schedule for Completion
Civil Rights
Non-Discrimination

I. AUTHORIZATION TO PROCEED:

Energy Services Company:

Ameresco, Inc.
222 Williams Ave. South, Suite 100
Renton, WA 98057
Telephone No. (206) 708-2830
Fax No. (425) 687-3173
E-Mail AmerescoWADES@ameresco.com

Owner:

City of Olympia
acting through the
Department of Enterprise Services
Energy Program
PO Box 41476
Olympia, WA 98504

By _____
Name _____
Title _____
Date _____

By _____
Name Kirsten G. Wilson, PE
Title Energy Program Manager
Date _____

State of Washington Contractor's License No. AMEREI*004PZ
State of Washington Revenue Registration No. 602 062 980

II. COMPENSATION FOR ENERGY SERVICES:

| Basic Services | COMPENSATION |
|--|---------------------|
| Energy Audit and Energy Services Proposal | \$ 25,000.00 |
| Grand Total (plus WSST as applicable) | \$ 25,000.00 |

III. PROJECT CONDITIONS:

The Project Conditions contained in the Main Energy Services Agreement will be used unless specifically changed herein. The cost effectiveness criteria for this project are per the Ameresco, Inc. proposal dated April 22, 2025.

IV. SCOPE OF WORK:

Per the ESCO proposal dated April 22, 2025 conduct a Detailed Investment Grade Energy Audit of City of Olympia, Olympia Armory, to identify cost effective energy conservation measures and present a written Energy Services Proposal, including all energy audit documentation. The ESCO shall prepare the final Energy Services Proposal, detailing the actual energy services and ESCO equipment to be provided, energy savings and cost guarantees, measurement and verification plans, and commissioning plans for the proposed measures. Measures will include items that save energy, water and other resources. The Cost Effectiveness Criteria for this project shall be as established in the Main Energy Services Agreement or as modified in Section III above.

V. SCHEDULE FOR COMPLETION

Final completion of the Energy Audit and Energy Services Proposal within 30 calendar days after Authorization to Proceed.

VI. CIVIL RIGHTS

Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

VII. NON-DISCRIMINATION

1. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

3. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

2025737Aagrko



Valerie Roberts
Armory Building Manager
Parks, Arts and Recreation
515 Eastside St SE
Olympia, WA 98501

April 22, 2025

Attn: Sarah Thomasson
Department of Enterprise Services
1500 Jefferson Street SE
PO Box 41476
Olympia, WA 98504-1476

Subject: Olympia Armory Investment Grade Audit 2024-771 A (1) Amendment

Dear Valerie:

Ameresco formally requests a contract amendment and submits a proposal fee for the analysis of the Solar Photovoltaic and Battery Storage Energy Conservation Measure (ECM) at the Olympia Armory site.

The contract amendment will encompass additional services and support required by the City of Olympia for the permit application during the audit phase of the Olympia Armory Energy Efficiency Upgrades project.

During the Olympia Armory audit process, a Conditional Use Permit (CUP) was submitted, which identified additional requirements not previously included in the audit and design scope of work. These requirements are:

1. Boundary Line Adjustment: Consolidation of multiple existing lots on the parcel.
2. Additional Survey: ADA-compliant bulb-outs and directional access ramps on all corners (3 total), extending beyond the original scope which only included surveys to property lines.
3. Detailed Trip Generation Analysis: Assessment based on existing versus proposed use.
4. Level 2 Soil and Vegetation Plan: Professional inspection and detailed inventory and analysis of existing trees, vegetation, and soils on the Armory site.
5. Landscape Planning and Design: Development of a landscape plan that complies with Olympia's commercial landscaping standards, ensuring new plantings are at least 6 feet from hardscape areas, incorporating required tree density and street trees, and considering historic preservation guidelines and applicable city standards.

Due to funding requirements for the Solar Photovoltaic and Battery Storage ECM, it is necessary to separate this project from the remaining Phase 1 work. In coordination with Washington DES, it is recommended to create a new audit agreement specifically for the Solar Photovoltaic and Battery Storage ECM.

Ameresco will utilize the investment grade audit (IGA) developed for the overall Phase 1 project, which includes analysis of Photovoltaic and Battery Storage for the IGA deliverable. A separate Energy Services Proposal will be prepared for the Solar Photovoltaic and Battery Storage project.

Fee for Engineering Services:

| | |
|--|-------------------|
| A. Current Audit Fee: | |
| Investment Grade Audit: | \$820,000 |
| B. Additional Funds Requested: | |
| Conditional Use Permit Required Consulting Services: | \$77,600 |
| C. Transfer of Audit Fee to Solar PV and Battery Storage Services: | <u>(\$25,000)</u> |
| D. Total Amended Audit Fee: | \$872,600 |

Fee for Solar PV and Battery Storage Engineering Services:

| | |
|-------------------------|-----------------|
| A. Audit Fee Requested: | |
| Investment Grade Audit: | <u>\$25,000</u> |
| B. Total Audit Fee: | \$25,000 |

It is understood by Ameresco that payment and terms are defined by the DES Master Service Agreement and General Conditions.

Schedule for Conditional Use Permit Required Consulting Services:

All consulting services have completed or are in process. Should there be any delays or changes in schedule, a written notice will be issued.

We at Ameresco, appreciate the opportunity to provide this service. If this proposal for Additional Consulting Services is satisfactory, please forward the contract documents.

Sincerely,



Brad J. Kastelitz, PE
Senior Development Engineer