



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. 2024-771 A (1)

Detailed Investment Grade Energy Audit & Energy Services Proposal Agreement

City of Olympia

Olympia Armory Energy Upgrades

January 24, 2024

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
Non-Discrimination/Anti-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 emartino@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 | \$ 344,000.00 |
| Pre-Design | \$ 476,000.00 |
| Grand Total (plus WSST as applicable) | \$ 820,000.00 |

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 January 18, 2024.

IV. SCOPE OF WORK:

Per the ESCO proposal dated January 18, 2024 conduct a Detailed Investment Grade Energy Audit of City of Olympia, Armory Building, 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.

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 Olympia Energy Services Proposal dated January 18, 2024.

V. SCHEDULE FOR COMPLETION

Final completion of the Energy Audit and Energy Services Proposal within 190 calendar days after Authorization to Proceed.

VI. NON-DISCRIMINATION/ANTI-DISCRIMINATION

Except to the extent permitted by a bona fide occupational qualification, the ESCO agrees as follows:

1. The ESCO shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age or the presence of any sensory, mental, or physical handicap. The ESCO shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.
2. The ESCO shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status,

sex, age or the presence of any sensory, mental, or physical handicap. The words "equal opportunity employer" in advertisements shall constitute compliance with this Article.

3. The ESCO shall include the provisions of the foregoing paragraphs 1 and 2 in every sub-agreement or purchase order for the goods or services which are the subject matter of this Agreement.
4. In the event of non-compliance by the ESCO with any of the non-discrimination provisions of the Agreement, the Owner shall have the right, at its option, to cancel the Agreement, in whole or in part. If the Agreement is canceled after partial performance, the Owner shall be obligated to pay fair market value or the Agreement price, whichever is lower, for goods or services which have been received and accepted.
5. During the term of the Agreement, the ESCO, including any subconsultant, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, ESCO, including any subconsultant, shall give written notice of this nondiscrimination requirement to any labor organizations with which ESCO, or subconsultant, has a collective bargaining or other agreement.

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