



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

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

MEASUREMENT & VERIFICATION (M&V) AUTHORIZATION No. 2024-771 B (2)

City of Olympia
Olympia Armory Phase 1 Energy Upgrades
October 23, 2025

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

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

Authorization to Proceed
Compensation Schedule
Project Conditions
Scope of Work

Compensation for M&V Services
Schedule for M&V Services
Civil Rights
Non-Discrimination

I. AUTHORIZATION TO PROCEED:

Energy Services Company:

Ameresco, Inc.
6811 S. 204th St., Suite 210
Kent, WA 98032
Telephone No. (206) 708-2834
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.
WA Revenue Registration No.

AMEREI*004PZ
602 062 980

II. COMPENSATION SCHEDULE:

Total Services being provided under this Agreement:

Services	Compensation
	New
Measurement and Verification Services Year 1	\$ 2,500.00
Measurement & Verification Services Years 2 through 3	\$ 0.00
Grand Total (plus WSST as applicable)	\$ 2,500.00

III. PROJECT CONDITIONS:

The Project Conditions contained in the Main Energy Services Agreement will be used unless specifically changed herein. Specifically, after the project is constructed and the Notice of Commencement of Energy Cost Savings (NCES) has been issued, the Measurement and Verification (M&V) period begins. The guarantee of savings by the ESCO shall remain in effect for the term of the M&V Agreement.

IV. SCOPE OF WORK:

Provide M&V reporting for one year starting immediately after Owner acceptance of the NCES for the Olympia Armory Phase 1 Energy Upgrades, 2024-771 G (1-1), per the City of Olympia Energy Services Proposal dated October 22, 2025.

The ESCO shall submit within sixty (60) days of the end of the annual M&V period, an M&V report consistent with the M&V procedures described in the ESCO's approved Energy Services Proposal (ESP). The M&V report shall describe the energy savings and equipment performance for the previous twelve-month period. The M&V report shall be consistent with and incorporate relevant data described in the ESCO energy audit, ESP and the project's Energy Services Authorization. Utility bill reporting, if appropriate, shall include reporting of current billing utility units compared to the baseline use both in tabular and graphic form, for the previous 12 months. Relevant data and calculations will support the conclusions and findings of the M&V report. It is understood that the ESCO and the Owner have agreed that the International Performance Measurement & Verification Protocol, will be used as a reference for the M&V report should there be questions or disagreements on the form or content of the report.

V. COMPENSATION FOR M&V SERVICES:

The Owner shall reimburse the ESCO annually, in accordance with the M&V fee schedule included in the original ESP or as agreed to under a separate proposal for ongoing M&V services. The total compensation for M&V services shall be \$2,500.00, from the guaranteed savings for the M&V services. The M&V fee shall be paid to the ESCO within sixty (60) days following acceptance of the M&V report. Payment to the ESCO shall be contingent upon the Owner's acceptance of the ESCO's M&V report. The ESCO's M&V report shall be considered accepted 30 days after its submission; unless the ESCO is notified in writing that the report has been rejected.

VI. SCHEDULE FOR M&V SERVICES:

M&V Services shall start immediately after Owner acceptance of the NCES and will run for one year plus 60 days for final report preparation, unless this Authorization is amended earlier to add additional years of M&V services. The amendment shall be based upon a proposal by

the ESCO for ongoing M&V services. The proposal shall indicate the length of the guarantee period and the cost of required annual M&V reporting.

VII. 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.

VIII. 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.