



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

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August 27, 2024

**TO:** Michael Furze, Assistant Director, Energy Division

**THROUGH:** Emily Salzberg, Managing Director, Buildings Unit  
Josette Gates, Incentives Supervisor

**FROM:** Brittany Wagner, Program Manager- Tier 1 Incentives & Appliance Standards

**SUBJECT:** Energy Audits for Public Buildings- Grant Award Recommendations

This memorandum provides award recommendations for the Energy Audits for Public Buildings Program from Solicitation No. 51620-01 as amended in July 2024. Upon approval of this recommendation, we will send notifications to successful applicants. SB 5187 appropriated \$20,592,000 (\$20 million available for award) of the climate commitment account—state appropriation is provided solely for the department to administer a grant program to assist owners of public buildings in covering the costs of conducting an investment grade energy audit for those buildings.

This program intends to remove the barrier to accessing capital and implementing energy savings improvements for public buildings, through an energy audit incentive. This funding will be used to cover part or all of the cost of conducting an investment grade energy audit. The program will reserve a portion of the funding for public buildings in overburdened communities.

This Memo recommends awards for the qualified audits below. The remaining funding available is \$19,518,369.

### **Program Structure and Background**

Energy audits help building owners understand energy usage and ways to use energy more efficiently and cost effectively. Additionally, an energy audit can identify safety concerns with electrical and mechanical systems. It is the first step to compliance with building performance standards beginning in 2026. Without access to an energy audit, the state's large public buildings will fall behind and risk being out of compliance with the Clean Buildings law.

The funded performance period is set to end June 30, 2025.

*RFA's award criteria:*

Required:

- The auditor used shall be listed on the Verified Energy Auditors Network list for Publicly Owned Buildings auditor list or a qualified Energy Service Company (ESCO) who partners with Department of Enterprise Services
- Starting on or after July 1, 2023, the auditor must complete an energy audit in accordance with Section 8 of the Washington State Clean Buildings Performance Standard.
  - Completion and submittal of an audit summary in accordance with Normative Annex Z6.4 Form D of the Washington State Clean Buildings Performance Standard
  - Verify energy savings calculations of each EEM
  - Verify that the combined savings of multiple EEM accounts for interactive effects
  - Verify individual EEM costs evaluated by the energy audit
  - Shall be an ASHRAE Level 1, 2 or targeted Level 2 Audit
  - For buildings that will not meet the energy use intensity target (EUI<sub>t</sub>) and will be pursuing compliance through the investment criteria, the energy audit shall be an ASHRAE level 2 audit and include a life cycle cost analysis of all evaluated EEMs in accordance with Normative Annex X of the Washington State Clean Buildings Performance Standard.

## Recommended Awards

Applicant Name	Number of Tier 1 Buildings	Funding Requested	Cost Per Sq. Ft.	Funding Recommended
Glacier View Junior High, Puyallup	1	\$53,300	\$0.50	\$53,300
Aylen Jr. HS Puyallup School District	1	\$56,100	\$0.49	\$56,100
Gov. John Rogers HS Puyallup	1	\$95,400	\$0.46	\$95,400
Snohomish Jail	1	\$81,420	\$0.22	\$81,420
Edmonds College	6	\$195,411	\$0.50	\$195,411
			<b>Total Recommended Awards</b>	<b>\$481,631</b>

## Review Process

Three internal reviewers participated in reviewing these applications.

## Next Steps: Awards and Contract Negotiation

- We will notify successful applicants by email and outline next steps for the contracting process.
- We will issue a press release to announce awarding of funding.

☒ Approved  
☐ Disapproved

DocuSigned by:  
*Michael Furze*  
10B18292855448A...  
\_\_\_\_\_  
Michael Furze, Assistant Director Energy Division

8/27/2024 | 11:28 AM PDT  
\_\_\_\_\_  
Date



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Energy

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Brittany Wagner

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1011 Plum Street SE

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Olympia, WA 98504-2525

brittany.wagner@commerce.wa.gov

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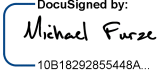
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Carbon Copy Events	Status	Timestamp
<div>Josette Gates</div> <div>josette.gates@commerce.wa.gov</div> <div>Security Level: Email, Account Authentication (None)</div>	<div><div>COPIED</div></div>	<div>Sent: 8/27/2024 11:28:45 AM</div>

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Brittany Wagner brittany.wagner@commerce.wa.gov COM 3 Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 8/27/2024 11:28:47 AM Resent: 8/27/2024 11:28:48 AM Viewed: 8/28/2024 7:55:03 AM

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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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## Energy Contracts Routing Slip

Reviewed by	I verify that:	Initials
<b>PROGRAM MANAGER</b>	<ul style="list-style-type: none"> <li>Any and all changes made are within my delegated authority and responsibilities</li> <li>Fund source reviewed and contract amount approved</li> <li>If applicable, fund allocation spreadsheet emailed to appropriate staff</li> <li>Fund obligation discussed, reviewed and memo approved by leadership and appointing authority prior to routing contract or amendment, if applicable</li> </ul>	
<b>TEAM SUPERVISOR</b>	<ul style="list-style-type: none"> <li>Any and all changes made are within my delegated authority and responsibilities</li> <li>Fund source, contract terms, scope of work reviewed and approved</li> </ul>	
<b>BUDGET STAFF</b>	<ul style="list-style-type: none"> <li>Any and all changes made are within my delegated authority and responsibilities</li> <li>Reviewed allotment authority and coding</li> <li>Appropriate award paperwork in place, if applicable</li> <li>Reviewed contract/amendment entry in CMS</li> </ul>	
<b>SECTION SUPERVISOR</b>	<ul style="list-style-type: none"> <li>Any and all changes made are within my delegated authority and responsibilities</li> <li>Contract terms, scope of work reviewed and approved</li> </ul>	
<b>MANAGING DIRECTOR</b>	<ul style="list-style-type: none"> <li>Any and all changes made are within my delegated authority and responsibilities</li> <li>Final review before appointing authority signature</li> </ul>	
<b>ASSISTANT DIRECTOR</b> <i>cc: Energy Admin Lead</i>	<ul style="list-style-type: none"> <li>Contract, amendment, or memo approved and signed by the Approving Authority</li> </ul>	[Signature on document]

### Instructions:

- Use this slip when soliciting any signature from the Energy Assistant Director or Deputy Assistant Director
- Attach this slip to the top of your DocuSign envelope *before* any additional materials
- When routing, only staff implicated in a request need to initial this slip. Inapplicable initial cells may be left empty
- The DocuSign envelope should be *context complete* and all relevant explanatory material attached
- **Questions?** Contact your Unit Admin or the [Energy Admin Lead](#)



**Interagency Agreement with**

**Snohomish County Jail**

**through**

**Clean Buildings Program**

**Contract Number:**

24-51601-001

**For**

**Energy Audit Incentive Program**

**Dated:** Upon Execution



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## Face Sheet

**Contract Number: 24-51601-001**

**Clean Buildings Program, Energy Division  
Audit Incentive Program for Public Buildings**

<b>1. Contractor</b> Snohomish County 3000 Rockefeller Ave Everett, WA 98201		<b>2. Contractor Doing Business As (as applicable)</b> Snohomish County Facility Management 3000 Rockefeller Ave #404 Everett, WA 98201-4046 3025 Oakes Ave Everett, WA 98201	
<b>3. Contractor Representative</b> JaNae Nelson Facilities Management Director 425-388-3347 JaNae.Nelson@snoco.org		<b>4. COMMERCE Representative</b> Brittany Wagner Program manager Brittany.wagner@commerce.wa.gov	
<b>5. Contract Amount</b> \$81,420	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2023	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> 91-6001368		<b>11. SWV #</b> SWV0002794-10	<b>12. UBI #</b> 313-014-461
<b>13. UEI #</b> N/A			
<b>14. Contract Purpose</b> Grant funding for energy audits for Tier 1 public buildings to support compliance with the Clean Building Performance Standard. This funding will be used for all or part of conducting energy audits on these buildings. Cost date starts July 1, 2023. Funding for this contract relates to RFA number 51620-01.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
<b>FOR CONTRACTOR</b> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">             Signed by:    <small>F5EB74549EA04BC...</small>              Ken Klein, Executive Director           </div> <div style="margin-top: 20px;">             12/10/2024   2:04 PM PST  <hr/>             Date           </div>		<b>FOR COMMERCE</b> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">             DocuSigned by:    <small>10B18292855448A...</small>              Michael Furze, Assistant Director, Energy           </div> <div style="margin-top: 20px;">             12/10/2024   3:12 PM PST  <hr/>             Date           </div> <div style="margin-top: 20px;"> <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b> </div>	



## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$0.50 a square foot of gross floor area which also does not exceed the proposed cost of the audit. The proposed audit cost for is \$81,420 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

The invoice attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### **Duplication of Billed Costs**



The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

### **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

### **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



## **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for 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, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.





COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management





practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE



## **Attachment A: Scope of Work**

### **PURPOSE OF FUNDING / OVERVIEW**

COMMERCE is granting funding to the Grantee for an ASHRAE Level II energy audit in accordance with Section 8 of the [Washington State Clean Buildings Performance Standard](#). This funding is to cover part or all of the cost of conducting a Level II energy audit.

The energy audit must analyze all cost-effective energy efficiency measures (EEM) for systems such as lighting, HVAC equipment, building envelope, steam, chilled water, domestic hot water and other water using systems, building controls, energy generation and distribution, and waste management systems. The audit is based upon detailed analysis of the existing systems, including instantaneous measurements of system performance parameters and, wherever possible, detailed data logging of system performance. The audit includes an evaluation of the economic performance and investment value of the EEMs.

### **DELIVERABLES 1-3**

#### **1. Deliverable 1: Audit Requirement**

- a. Grantee must hire an energy consultant from the Clean Building Audit Incentive Program qualified auditor list or a qualified [Energy Service Company \(ESCO\) who partners with Department of Enterprise Services](#)
  - i. COMMERCE has generated a qualified auditor list and it is posted at [this link on the Clean Buildings Webpage](#).
- b. Starting no earlier than July 1, 2023, the energy consultant must complete an energy audit in accordance with Section 8 of the Washington State Clean Buildings Performance Standard
  - i. Completion of an ASHRAE Level II energy audit in accordance with Section 8 of the Washington State Clean Buildings Performance Standard
  - ii. Completion and submittal of an audit summary in accordance with Normative Annex Z (Form D) of the Washington State Clean Buildings Performance Standard
  - iii. Verify energy savings calculations of each EEM
  - iv. Verify that the combined savings of multiple EEM accounts for interactive effects
  - v. For buildings that will not meet the EUI<sub>t</sub>, provide a life cycle cost analysis of all evaluated EEMs in accordance with Normative Annex X of the Washington State Clean Buildings Performance Standard.
- c. **Energy Audits must be completed by June 15, 2025.**

#### **2. Deliverable 2: Energy Consultant Deliverables**

- a. A preliminary audit to ensure there are opportunities for energy efficiency improvements that can lead to a path to compliance for the building.
- b. A proposed audit scope of work, including the systems to be evaluated, the timeline to completion, and the cost to conduct the audit. The Grantee reviews the proposal and negotiates the cost of the audit.



- c. The energy consultant will undertake an audit of the facilities. The audit will identify opportunities for EEMs that, if implemented, would either meet the energy target for the building or meet the investment criteria requirements of Normative Annex X in the [Clean Buildings Performance Standard](#). The energy consultant will send the Public agency the finalized audit.
  - d. The finalized audit will include at least the following:
    - i. A description of the facility and those building systems.
    - ii. Confirm or establish an Energy Star Portfolio Manager account for energy benchmarking and for Form C Documentation of Compliance with the Standard (Z4.2, 4.3, 4.4, 4.5).
      - 1. [Share Building Properties](#). Add the organization account WACleanBuildings and set up a connection request.
    - iii. The baseline energy consumption for the facility, including the data, methodology and variables used to compute the baseline, and the baseline calendar period. The calendar period must not be shorter than twelve months.
    - iv. Recommendations for replacement of existing equipment, along with recommendations for improvements to existing equipment and operating conditions.
    - v. The recommended EEMs to be installed in order to achieve compliance with the EUI or if complying through the investment criteria.
    - vi. Any applicable utility rebate recommendations that align with EEMs.
    - vii. The standards of comfort and service appropriate for the facility.
    - viii. The estimated energy savings and energy cost savings that are expected from the installation of the energy efficiency equipment, and an explanation of the method or methods used to make the estimate.
    - ix. The maximum allowable construction cost, itemized in detail.
3. **Deliverable 3: Submission to COMMERCE Reporting Requirements by June 30, 2025**
- a. The energy consultant and/or Grantee will present to COMMERCE Energy Audit Forms (Form D) (Z6.4.1) and for buildings seeking compliance through the investment criteria, Annex X, Investment Criteria Tool (Form F) (Z6.5).
  - b. Completion and submittal of an audit summary in accordance with Normative Annex Z (Form D) of the Washington State Clean Buildings Performance Standard
  - c. For buildings that will not meet the EUI, provide a life cycle cost analysis (LCCA) of all evaluated EEMs in accordance with Normative Annex X of the Washington State Clean Buildings Performance Standard.
  - d. Provide final invoice documenting audit cost.



## **E. Attachment A: Scope of Work**

### **A. Proposed Clean Building Act – Energy Performance Audit Scope of Work**

#### **1. Project Planning and Management**

- a. Develop project management and communications plan.
- b. Conduct up to three (3) virtual progress meetings.

#### **2. Discovery Phase**

The discovery phase consists of the upfront evaluation of the facility to understand facility performance and energy usage.

- a. Conduct a virtual kick-off meeting with the Snohomish County team.
- b. Obtain and review existing building's architectural, mechanical, and electrical design documents, TAB data O&M documents, and other prior relevant reports provided by Snohomish County.
- c. Review Portfolio Manager and benchmarked energy data performed by the County.
- d. Conduct up to three (3) days of walk-throughs with the project team to perform the ASHRAE Level II Energy Audit.
  - 1) Walk facility, and review building construction, equipment, operations, and maintenance.
  - 2) Meet with the Owner's facility group virtually to discuss ongoing operations and any issues with HVAC, envelope, plumbing, lighting systems, and controls.
  - 3) Perform site investigation to assess energy-using systems and equipment, review building DDC trends, collect available data, and determine Energy Efficiency Measures.

#### **3. Define Phase**

Identify potential energy savings and cost analyses based on discovery phase findings.

- a. Review and assess existing systems, including:
  - 1) HVAC Types, Age, Condition: Report condition, expected remaining life, and provide recommendations for replacing vs. repairing based on our engineering judgment. Life Cycle Cost calculations can be provided as part of the optional Refine Phase as needed.
  - 2) Electrical Systems and Service: Review main distribution / service and sub distribution panels for age, function, energy savings opportunities, and future availability of new breakers.
  - 3) Review lighting system controls.
  - 4) Plumbing Systems Materials and Condition: Review domestic water heating systems type and condition.
  - 5) Limited building envelope review.
- b. Determine and evaluate EEM energy performance and cost savings. Identify EEM's that will allow the building to meet the requirements through the investment criteria, Normative Annex X2.1 Exception (CBA performance Standard).
- c. Identify low-cost or no-cost changes to the building's operation or equipment that can result in energy savings.
- d. Identify and evaluate up to fifteen (15) Energy Efficiency Measures (EEMs).
- e. Facilitate up to two (2) virtual meetings to refine EEM packages.

#### **4. Report Phase**

Develop two (2) ASHRAE Level II energy audit reports, with one (1) report for each facility.

- a. Create a draft ASHRAE Level II energy audit and life cycle analysis per the requirements of the CBA. Include equipment condition and remaining useful life.
- b. Develop capital improvement plan using identified EEMs listing energy savings projects and projected savings. The Capital plan will address which EEM's will result in building(s) meeting target. This shall include adjusted EUI calculations for EEM's to be implemented based on WAC194-50-080 8.3.2 formula. Shall define actions necessary to achieve energy and cost savings recommended. Shall include estimated cost of implementation and monitoring cost.
- c. Present the final report to Snohomish County stakeholders in a virtual meeting.
- d. Collect comments and provide one (1) report revision based on one (1) compiled set of collected comments.
- e. Deliver the final report to the County.

#### **5. Base Scope Deliverables**

- a. Two (2) ASHRAE Level II Energy Audit Reports (one (1) for each facility). Leverage the US DOE Energy Asset Score Tool Audit Template, and include the CBA Building ID, as applicable.
- b. Energy Calculations.
- c. Capital Improvement Plan (Excel based).



## **Attachment B: Budget**

Säzän Group, Inc.'s fee shall be lump sum, calculated monthly on a percent complete basis.  
Scope of work cost for ASHRAE Level II and CBA Services:

### Project Phase Phase Totals

Project Management and Coordination \$4,425  
Discovery Phase (Site Assessment) \$17,145  
Analysis Phase \$37,760  
Reporting Phase \$22,090  
ODC \$1,064  
Total Fee: \$81,420

Certificate Of Completion

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Energy		
Program: Energy Audits for Public Bldgs		
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Source Envelope:		
Document Pages: 21	Signatures: 2	Envelope Originator:
Certificate Pages: 6	Initials: 5	Brittany Wagner
AutoNav: Enabled		1011 Plum Street SE
Envelopeld Stamping: Enabled		MS 42525
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Olympia, WA 98504-2525
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
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


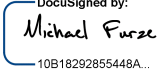

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josette.gates@commerce.wa.gov		Viewed: 11/5/2024 8:25:38 AM
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dan.nguyen@commerce.wa.gov		Viewed: 11/7/2024 9:50:18 AM
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<p>Anneka McDonald anneka.mcdonald@commerce.wa.gov Incentive Program Lead Washington State Department of Commerce Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.212</p>	<p>Sent: 11/20/2024 10:58:36 AM Viewed: 11/21/2024 12:16:24 PM Signed: 11/21/2024 12:18:11 PM</p>
<p>Emily Salzberg emily.salzberg@commerce.wa.gov Managing Director Washington State Department of Commerce Security Level: Email, Account Authentication (None), Login with SSO</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 147.55.149.250</p>	<p>Sent: 11/7/2024 9:52:54 AM Resent: 11/21/2024 12:18:13 PM Viewed: 11/20/2024 8:00:57 AM Signed: 11/21/2024 12:19:06 PM</p>
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