



Interagency Agreement with

City of Redmond – Public Safety Building

through

Clean Buildings Program

Contract Number:

24-51601-017

For

Energy Audit Incentive Program for Public Buildings

Dated: Upon Execution

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Face Sheet

Contract Number: 24-51601-017

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

| | | | |
|--|--|---|-------------------------------------|
| 1. Contractor City of Redmond PO Box 97010, Redmond, WA 98073-9710 8701 160 th Ave NE, Redmond, WA 98052 | | 2. Contractor Doing Business As (as applicable) City of Redmond PO Box 97010, Redmond, WA 98073-9710 8701 160 th Ave NE, Redmond, WA 98052 | |
| 3. Contractor Representative Jenny Lybeck 425-556-2121 jlybeck@redmond.gov | | 4. COMMERCE Representative Brittany Wagner Program manager CleanBuildingsIncentiveProgram@commerce.wa.gov | |
| 5. Contract Amount \$26,500 | 6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date July 1, 2023 | 8. End Date June 30, 2025 |
| 9. Federal Funds (as applicable) N/A | | Federal Agency: N/A | |
| 10. Tax ID # <Insert number> | | 11. SWV # SWV0003729 | 12. UBI # 176-000-016 |
| 13. UEI # N/A | | | |
| 14. Contract Purpose 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 | | | |
| FOR CONTRACTOR _____ Malisa Files, <insert title> _____ Date | | FOR COMMERCE _____ Michael Furze, Assistant Director, Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE | |

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 per square foot of gross floor area. The total funding will not exceed the proposed cost of the audit. The proposed audit cost for is \$26,500 for the performance of all things necessary for the attached 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_t, 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_t 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_t, 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.

City of Redmond

ASHRAE Level-2 Audit

Project Overview

McKinstry will perform the following **ASHRAE Level-2 Audit** according to industry best practices on the following buildings:

| Building Title | Building Square Footage |
|--------------------------------|-------------------------|
| Redmond Public Safety Building | 53,000 |

ASHRAE Level-2 Audit's serve as a wholistic facility analysis that identifies energy efficiency measures (EEMs), estimates EEM savings and cost of implementation, and identifies the pre- and post-implementation energy end-use breakdown. The intent of the audit is two-fold:

- Identify EEMs which, if implemented, would bring each facility's EUI below its EUI
- If getting below target is determined not to be feasible, the ASHRAE Level II audit is also the required next step towards the *Investment Criteria Pathway*. The ASHRAE Level II audit is also a requirement for *Conditional Compliance* which could allow City of Redmond additional time for implementation of EEMs.

Roles & Qualifications

The energy audit and subsequent calculations will be completed by a **Qualified Energy Auditor (QEA)**, which is a person who has the training, expertise, and at least three years professional experience in building energy auditing and is a licensed professional architect or engineer or certified energy auditor by ASHRAE or AEE.

Systems Included:

The below facility systems are included in the energy audit scope, where existing:

- Envelope
- Structural Considerations (i.e., roofing condition for solar adaptation)
- Lighting System
- Cooling
- Computer Rooms
- Heating
- Ventilation and Exhaust Systems
- Air Distribution Systems
- Heating, Chilled, Condenser, and Domestic Water Systems
- Refrigeration (except for food processing refrigeration)
- Power Generation Equipment (including renewables)
- Uninterruptible Power Supplies and Power Distribution Units
- Electrical System Capacity
- People-Moving Systems
- Building Heating and/or Cooling Systems

City of Redmond

ASHRAE Level-2 Audit

Scope of Work Detail

McKinstry will perform the following scopes of work as part of the ASHRAE Level II audit. Individual scopes items are laid out sequentially, but McKinstry expects to return to previous activities as necessary throughout the audit process:

1. Benchmarking Support

- a. Help establish the EUI considering the varied use types of the facility.

2. Documentation Collection and Review

- a. Gather digital facility documentation and identify existing onsite hard copies
 - i. Gather digital facility documentation and identify existing onsite hard copies
 - ii. As built drawings (architectural, mechanical, electrical, plumbing, lighting, and renewables)
 - iii. Washington State Energy Compliance Forms (architectural, mechanical, electrical, plumbing, lighting, and renewables); these would be completed for permitted projects in the last 20 years.
 - iv. Any previous commissioning reports.
 - v. Any previous energy audit reports (mechanical, electrical, plumbing, lighting)
 - vi. Controls information (as-builts or final submittals, configuration/programming files (depending on the vendor), and if remote access is available)
- b. Review documentation and identify information gaps
- c. Pre-identify EEMs that may get the facility into compliance and develop on-site audit plan
- d. McKinstry will review at least two years of utility consumption on a per building basis. Per our discussion, we will work with City of Redmond's Energy Manager to acquire the consumption reports.

3. On-Site Assessment

- a. Conduct interviews with facilities personnel and other onsite staff as appropriate
 - i. Discuss any current efficiency programs
 - ii. Discuss known performance, operational, or comfort issues
 - iii. Discuss active and planned projects and pre-identified EEMs
- b. Perform comprehensive facility inspection
 - i. Compare facility documentation to on-site observations to verify accuracy
 - ii. Observe equipment/system operations
 - iii. Install data loggers/instrumentation to collect trends (as necessary)
- c. Perform Building Automation System (BAS) assessment
 - i. Compare facility documentation and on-site observations to BAS to verify accuracy
 - ii. Observe sequences of operations and other control strategies
 - iii. Set up and pull trend data (as necessary)
- d. Identify no-cost, low-cost, and capital energy efficiency measures

4. Energy Efficiency Measure (EEM) Development

- a. Utilize facility documentation and information gathered during the on-site assessments to identify potential EEMs

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- b. Perform additional documentation collection/review and on-site assessments as necessary to further develop potential EEMs and develop a Preliminary EEM List
- c. Conduct “go/no-go” conversation with relevant facility stakeholders on Preliminary EEM List to determine EEM feasibility and whether they are appropriate in accordance with facility operations and future plans.
- d. Finalize Preliminary EEM list with details required for cost estimation

5. Modeling and Estimating

- a. Develop budgetary cost estimates for Preliminary EEMs, taking into account potential utility incentives.
- ~~b.~~ Develop calibrated baseline energy model of the facility.
- c. Develop efficiency model of the facility that includes the Preliminary EEMs.
 - i. Compare baseline and energy efficient model to determine estimated savings for each EEM, taking into account interactive effects.
- d. Utilize budgetary costs and estimated savings to determine energy savings, EUI impacts, and EEM return on investment (ROI)
- e. Review EEMs with facility owner and identify which EEMs it would like to pursue.

6. Reporting

- a. A final report will be presented at the end of the project that meets the requirements of CBPS programs:
 - i. EUI validation and gap analysis, including baseline calculation methodology, assumptions, and time period
 - ii. Facility and systems descriptions
 - iii. List of EEMs with the goal of reducing the facility EUI
 - iv. List of EEMs likely required to pursue Investment Criteria Pathway
 - v. Estimated energy savings and peak energy savings for each recommended EEM (in cost and energy units)
 - vi. Estimated cost of implementation for each recommended EEMs per ASHRAE 211 Section 5.4.8 for level 2 audits
 - vii. Calculations address interactive effects of all recommended EEMs
 - viii. Estimated end-use breakdown analysis after expected EEM implementation

7. Life-Cycle Cost Analysis

- a. Perform a Life Cycle Cost analysis on EEMs identified during the audit, utilizing “Form F” in accordance with CBPS rules and regulations.
- b. Add LCCA findings to the audit report

Attachment B: Budget

Detailed Budget

McKinstry will perform the outlined scope of work for the lump-sum fee listed below. At 53,000 gross square feet, the budget represents \$0.50/SF for the City of Redmond.

Level 2 Audit Budget Breakdown

| SCOPE | FEE |
|---|--------------------|
| Planning & Discovery | \$3,180.00 |
| On-Site Audit | \$3,710.00 |
| Energy Efficiency Measure (EEM) Initial Development | \$12,455.00 |
| Life Cycle Cost Analysis | \$3,445.00 |
| Reporting & Finalization | \$3,710.00 |
| TOTAL | \$26,500.00 |