



State of Washington

**Department of General Administration**

**Facilities Division**

**Engineering & Architectural Services**

210 11<sup>th</sup> Avenue, SW • PO Box 41012 • Olympia, WA 98504-1012

(360) 902.7272 • FAX (360) 753.2848

July 15, 2009

Mark Neary, Director  
Central Services Department  
Thurston County  
2000 Lakeridge Drive SW  
Olympia, WA 98502-6045

RE: Interagency Agreement No. 2009-ERG-535  
Commissioning Oversight Services  
Thurston County

NOTICE TO PROCEED

This is your official notice that we will proceed with the work of our Interagency Agreement.  
Enclosed is your executed copy of our Interagency Agreement.

Should you have any questions or concerns, please call me at (360) 902-7179.

Sincerely,

for Doug Kilpatrick, P.E.  
Energy Engineer

DK:em

Enclosure

# **Interagency Agreement**

Department of General Administration

Date: July 10, 2009

Interagency Agreement No:

2009-ERG-535

## **Interagency Agreement Between the Department of General Administration and Thurston County**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into between General Administration, Division of Facilities, Engineering & Architectural Services, hereinafter referred to as "GA", and Thurston County, hereinafter referred to as the "COUNTY".

The purpose of this Agreement is to establish a vehicle for GA to provide future Building Commissioning Oversight Services to the COUNTY.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

### **1. Statement of Work**

GA shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A". Unless otherwise specified, GA shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A". All work shall be authorized by Amendment to this Agreement.

### **2. Terms and Conditions**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

### **3. Period of Performance**

Subject to its other provisions, the period of performance of this Agreement shall commence when this Agreement is properly signed, and be completed by **June 30, 2011** unless altered or amended as provided herein.

### **4. Consideration**

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Building Commissioning Oversight Services provided by GA under Attachment "A" of this Agreement, the COUNTY will pay GA a Project Oversight Fee for services based on the total project value per Project Oversight Fees Schedule set forth in Attachment "B".

Compensation for services provided by the Commissioning Consultant shall be paid directly to the Commissioning Consultant by the COUNTY, after GA has reviewed, approved and sent the invoices to the COUNTY for payment.

## **5. Billing Procedure**

GA shall submit a single invoice to the COUNTY after the Commissioning Consultant's fee has been determined and accepted by the COUNTY, unless a project specifies a Special Billing Condition in the Amendment. The invoice will indicate clearly that it is for the services rendered in performance under this Agreement and shall reflect the Agreement number.

GA will invoice for any remaining services within 60 days of the termination of this Agreement.

## **6. Payment Procedure**

The COUNTY shall pay all invoices received from GA within 90 days of receipt of properly executed invoice vouchers. The COUNTY shall notify GA in writing if the COUNTY cannot pay an invoice within 90 days.

## **7. Non-Discrimination**

In the performance of this Agreement, GA shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. GA shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of GA's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and GA declared ineligible for further Agreement with the COUNTY. GA shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

## **8. Records Maintenance**

The COUNTY and GA shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. GA will retain all books, records, documents, and other material relevant to this agreement for five years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

## **9. Contract Management**

- a. The Representative on this Agreement shall be:

Mark Neary, Director  
Central Services Department  
Thurston County  
2000 Lakeridge Drive SW  
Olympia, WA 98502-6045  
Telephone (360) 786-5140

The Representative shall be responsible for working with GA, approving billings and expenses submitted by GA, and accepting any reports from GA.

- b. The GA Project Manager on this Agreement shall be:

Doug Kilpatrick, P.E.  
Department of General Administration  
Division of Facilities  
Engineering and Architectural Services  
PO Box 41012  
Olympia, WA 98504-1012  
Telephone (360) 902-7179

Doug Kilpatrick will be the contact person for all communications regarding the conduct of work under this Agreement.

#### **10. Hold Harmless**

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

#### **11. Agreement Alterations and Amendments**

The COUNTY and GA may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the COUNTY and GA or their respective delegates.

#### **12. Termination**

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

#### **13. Disputes**

If a dispute arises under this Agreement, it shall be determined in the following manner: the COUNTY shall appoint a member to the Dispute Board. The Director of GA shall appoint a member to the Dispute Board. The COUNTY and GA shall jointly appoint a third member to the

Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

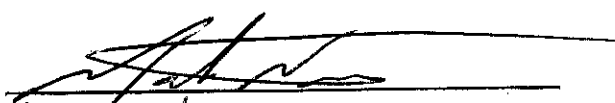
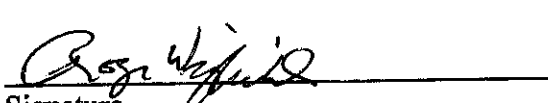
#### 14. Order of Precedence

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees and
- d) Any other provisions of the Agreement whether incorporated by reference or otherwise.

#### 15. All Writings Contained Herein

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

Agreed to and signed by:	Agreed to and signed by:
<b>For the Board of Thurston County</b> By	<b>Department of General Administration</b> <b>Division of Facilities</b> <b>Engineering &amp; Architectural Services</b>
 Signature	 Signature
Mark Neary Name	Roger Wigfield, P.E. Name
Director of Central Services Title	Energy Program Manager Title
July 13, 2009 Date	7/14/09 Date

The Department of General Administration provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call Eddie Miller at (360) 902-7219.

Pursuant to RCW 39.34.040 prior to its entry into force, an agreement made pursuant to this chapter shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

20095351AAem  
REVIEWED BY GA CFO 7/10/09

APPROVED AS TO FORM:

EDWARD G. HOLM  
PROSECUTING ATTORNEY

By:   
Deputy Prosecuting Attorney

# **ATTACHMENT A**

## **SCOPE OF WORK**

### **BUILDING COMMISSIONING PROJECT NO. 2009-820**

GA will represent the building owner by providing the following commissioning oversight services to Thurston County.

1. Assist the facility representative(s) in the selection of a building commissioning consultant.
2. Manage the commissioning process.
3. Develop building commissioning scope of work with facility representative(s).
4. Negotiate commissioning fee in conjunction with the facility representative(s).
5. Attend building commissioning kick-off meeting.
6. Review and approve the commissioning plan.
7. Review functional performance test procedures.
8. Review commissioning findings.
9. Review and approve the final commissioning report.
10. Attend select commissioning meetings.
11. Review and approve Consultant invoice vouchers for payment.
12. Provide other services as required to complete the oversight of the building commissioning project.

# ATTACHMENT B

## 2009-2011 Fee Schedule For Building Commissioning Oversight Services

<u>TOTAL COMMISSIONING</u> <u>PROJECT COST</u>	<u>PROJECT</u> <u>MANAGEMENT FEE</u>
\$400,000 - or more	3.5% of commissioning cost
Below 400,000	\$15,000
" 200,000	13,000
" 150,000	10,000
" 100,000	9,000
" 90,000	8,600
" 80,000	8,250
" 70,000	7,900
" 60,000	7,500
" 50,000	6,750
" 40,000	6,000
" 30,000	5,000
" 20,000	4,000
" 10,000	3,000