

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.:	K6922
CITY OF BELLEVUE Bellevue City Hall 450 110th Ave NE Bellevue, WA 98004	Date:	February 12, 2021

**INTERAGENCY AGREEMENT
BETWEEN
CITY OF BELLEVUE
AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Facility Professional Services, hereinafter referred to as "DES", and City of Bellevue, hereinafter referred to as the "CLIENT AGENCY".

The purpose of this Agreement is to establish a vehicle for DES to provide future Building Commissioning Oversight Services to the CLIENT AGENCY.

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.

DES 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", attached hereto and incorporated herein by reference. Unless otherwise specified, DES 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 on **December 31, 2025**, 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 DES under Attachment "A" of this Agreement, the CLIENT AGENCY will pay DES 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 CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

5. **BILLING PROCEDURE**

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

6. **PAYMENT PROCEDURE**

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

7. **NON-DISCRIMINATION**

In the performance of this Agreement, DES 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. DES 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 DES'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 DES declared ineligible for further Agreement with the CLIENT AGENCY. DES 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 CLIENT AGENCY and DES 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. DES will retain all books, records, documents, and other material relevant to this agreement for six 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 CLIENT AGENCY Representative on this Agreement shall be:

Client Agency

Attn: Ana McMahon
Resource Conservation Program Manager
City of Bellevue
Bellevue City Hall
450 110th Ave NE
Bellevue, WA 98004
Tel: (425) 452-2720
Email: AMcMahon@bellevuewa.gov

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

b) The DES Project Manager on this Agreement shall be:

Enterprise Services

Attn: Joe Sullivan
Energy Project Manager
Energy Program
Washington Dept. of Enterprise Services
PO Box 41476
Olympia, WA 98504-1476
Tel: (360) 407-9377
Email: joe.sullivan@des.wa.gov

Joe Sullivan 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 CLIENT AGENCY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CLIENT AGENCY and DES 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 CLIENT AGENCY shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CLIENT AGENCY and DES 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 incorporated by reference.

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.

EXECUTED AND EFFECTIVE as of the date of the last signature.

Agreed to and signed by:

CITY OF BELLEVUE

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

By: _____

Name: _____

Name: Kirsten G. Wilson, PE

Title: _____

Title: Acting Energy Program Manager

Date: _____

Date: _____

The Department of Enterprise Services 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 Veronica Sharp contracts specialist at (360) 701-6947.

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ATTACHMENT A

SCOPE OF WORK

Building Commissioning

Statewide Commissioning Selection No. 2019-813

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this *Agreement*.

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. Review other services as required to complete the oversight of the building commissioning project.

ATTACHMENT B

FEE SCHEDULE

FOR BUILDING COMMISSIONING OVERSIGHT SERVICES

<u>TOTAL COMMISSIONING PROJECT COST</u>	<u>PROJECT 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