

# CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 7/8/19**

|  |                           |
|--|---------------------------|
| <b>AGENDA ITEM:</b>  |                           |
| Professional Services Agreement- Welsh Commissioning Group                         |                           |
| <b>PREPARED BY:</b>  | <b>DIRECTOR APPROVAL:</b> |
| Gloria Hirashima, Chief Administrative Officer                                     |                           |
| <b>DEPARTMENT:</b>   |                           |
| Executive  |                           |
| <b>ATTACHMENTS:</b>  |                           |
| 1. Professional Services Agreement with Welsh Commissioning Group for Civic Center |                           |
| <b>BUDGET CODE:</b>  | <b>AMOUNT:</b>            |
|  | \$                        |
| <b>SUMMARY:</b>  |                           |

The Marysville Civic Center design is currently underway with the goal of project bidding by Fall 2019. In order to meet the Washington State Energy Code as well as LEED standards for this project, we will need to hire a commissioning agent for the facility. Building commissioning ensures that the subsystems (electrical, mechanical (HVAC), plumbing, lighting, etc.) are designed and operating to meet the project goals and contract expectations. The intent is to make sure all of the pieces of a building are designed, constructed and then operating efficiently at time of delivery and occupancy. The agent will conduct functional performance testing to verify proper operation prior to occupancy. Commissioning verification of the facility typically provides a better operating, performing, and comfortable environment for the occupants.

**RECOMMENDED ACTION: Staff recommends that Council approve the professional services agreement with Welsh Commissioning Group and authorize the Mayor to sign the Agreement.**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND Welsh Commissioning Group, Inc.**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Welsh Commissioning Group, Inc., a corporation, subchapter S licensed and incorporated in Washington], organized under the laws of the state of Washington, located and doing business at 4508 Auburn Way N, Suite B, Auburn, WA 98002 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

**1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

**2. TERM.** The term of this Agreement shall commence on \_\_\_\_\_ July 9, 2019\_\_\_\_\_ and shall terminate at midnight on \_\_\_December 31, 2021\_\_\_\_\_. The parties may extend the term of this Agreement by executing a written supplemental amendment.

**3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed Seventy-Eight Thousand and Thirty Dollars (**\$78,030**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**4. CONSULTANT’S OBLIGATIONS.**

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes,

amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### **4.6 INDEMNITY.**

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_ (City Initials)                      \_\_\_\_\_ (Contractor Initials)

#### **4.7 INSURANCE.**

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

**4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

**4.10 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

\_\_\_\_\_ No, employees performing the Services have never been retired from a Washington state retirement system.

\_\_\_\_\_ Yes, employees performing the Services have been retired from a Washington state retirement system.



In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**4.16 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**5. CITY APPROVAL REQUIRED.** Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

**6. GENERAL TERMS.**

**6.1 NOTICES.** Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

**CITY OF MARYSVILLE**  
Gloria Hirashima, Chief Administrative Officer  
1049 State Avenue  
Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

**WELSH COMMISSIONING GROUP, INC.**

Joan W. Welsh, V.P. Business & Operations  
4508 Auburn Way N, Ste B  
Auburn, WA 98002

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

**6.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

**6.5 SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**6.6 NONWAIVER.** A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

**6.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**6.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**6.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**6.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WELSH COMMISSIONING GROUP, INC.

By \_\_\_\_\_  
Joan W. Welsh  
Its: V.P. Business & Operations

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

**EXHIBIT A**  
**Scope of Services**



**Proposal for Commissioning Authority Services  
2015 Washington State Energy Code, Commercial Provisions – Section C408  
City of Marysville – Marysville Civic Center**

Date: May 7, 2019

To: Gloria Hirashima  
1049 State Avenue  
Marysville, WA 98270

By: Bryan Welsh, President  
Welsh Commissioning Group, Inc.

A handwritten signature in black ink that reads "Bryan W. Welsh".

Welsh Commissioning Group, Inc. (WCG) is pleased to offer the following proposal for commissioning related services per the listed scope of work and fee proposal detail.

**Project Description:**

The project consists of the new construction of a four-story, 80,369 s.f. city hall building and an adjacent two-story, 20,848 s.f. jail building. The project will be located in Marysville, Washington.

**Scope of Work:**

Provide commissioning services per the 2015 Washington State Energy Code, Commercial Provisions (WSECCP) section C408. The systems to be commissioned under this proposal include those required by the 2015 WSECCP as outlined in Attachment – A, Commissioned Equipment List.

The following are the duties of the commissioning authority (CxA) including commissioning deliverables. Note: Design team refers to the architect and engineer of record and their sub-consultants. The commissioning team refers to client, building owner (if different than client), design team, contractor, sub-contractors and equipment suppliers.

**A. Base Work Scope**

1. The CxA shall review the project documents for issues related to constructability, maintainability and ability to commission. Issues discovered will be reported to the owner and design team in a written report.
2. The CxA shall develop and provide commissioning specification sections to the design team for inclusion in the project documents.
3. The CxA shall review contractor submittals applicable to the scope of work for compliance with project documents and design intent. This review shall be concurrent with A/E reviews and submitted to the design team and the client.

4. The CxA shall develop a commissioning plan to include the following as a minimum:
  - A complete list and description of all equipment and systems to be commissioned.
  - Installation verification data entry forms for systems and equipment to be commissioned.
  - Functional performance test procedures and data entry forms for systems and equipment designated to be functionally performance tested.
  - A sample version of the commissioning issues list. This list is to be maintained and updated by the CxA on a regular basis during the entire commissioning process.
5. The CxA shall schedule, organize and coordinate an initial on-site commissioning coordination meeting. The initial meeting shall be with the owner, design team and contractors to present the commissioning plan, and discuss issues related to the proposed commissioning process. Meeting agenda and minutes shall be provided by the CxA.
6. The CxA shall schedule, organize and coordinate a controls integration meeting. The controls integration meeting shall be with the HVAC control contractor, lighting control contractor and design team to review control strategies and testing; to be held after receipt of submittals and prior to programming. Meeting agenda and minutes shall be provided by the CxA. Meeting to be held at same time as kick-off meeting.
7. The CxA shall schedule, organize and coordinate on-site commissioning meetings and site observations. Commissioning meetings will be for the purpose of coordinating commissioning tasks with the contractor and discussing unresolved issues. Meeting agenda and minutes shall be provided by the CxA. Coincident with meetings, site observations shall be conducted by the CxA during the construction process. The purpose of these observations will be to evaluate compliance to contractual obligations such as cleanliness, capping ductwork, access to equipment, maintainability and so forth to identify concerns before they are repeated throughout the project. A site observation report will be provided. The number of meetings will be as agreed upon in the fee proposal. On-site meetings will be augmented as necessary with conference call meetings.
8. The CxA shall audit completed contractor checklists on a sample basis to verify that the equipment and systems designated for commissioning are installed, started and ready for functional test verification. Issues discovered during this audit will be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed verification forms will be provided by the CxA in the final report.
9. The CxA shall review the testing, adjusting and balancing (TAB) report and provide written comments to the commissioning team. The CxA shall verify TAB work (10% sample basis). Issues discovered during the TAB review will be documented by the CxA in the commissioning issues log and communicated to the commissioning team.
10. The CxA shall be responsible for scheduling, coordinating and witnessing selected functional performance tests as conducted by the contractor and detailed in the commissioning plan. Issues discovered during functional test verification will be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed functional test forms will be provided by the CxA in the final report.
11. The CxA shall verify reported corrections on a one time per issue basis. The CxA shall provide an updated commissioning issues list to the commissioning team. Additional verification of corrections beyond the one time per issue shall constitute work beyond the commissioning scope of work.
12. The CxA shall verify that the contractual requirements for record documents, O&M manuals and system training have been completed by the contractor.



13. At the completion of all commissioning related procedures, the CxA shall be responsible for assembling and producing the commissioning report for submission to the client and building official. This will include providing a preliminary report as needed. The report shall contain at a minimum the following:

- A copy of the commissioning plan.
- Copies of completed data entry forms related to installation verification checklists and functional performance tests.
- A final version of the commissioning issues list showing the current resolution status of all issues, including the status of those issues that may be outstanding.
- The completed C408 Commissioning Compliance Checklist (signed by owner)

**B. Optional Work Scope**

14. The CxA shall incorporate the Smoke Control System into the commissioning scope of work. Scope consists of verification of HVAC system operation based on inputs from fire alarm system.

**Fee Proposal Detail:**

| #                                    | Description  | Qty | Units | Rate | Extension        |
|--------------------------------------|--|-----|-------|------|------------------|
| <b>Scope A - Base Work Scope</b>     |  |     |       |      |                  |
| 1                                    | Review construction documents                            | 16  | Hrs   | 135  | 2,160.00         |
| 2                                    | Include Cx requirements in project documents             | 6   | Hrs   | 135  | 810.00           |
| 3                                    | Review contractor submittals                             | 20  | Hrs   | 135  | 2,700.00         |
| 4                                    | Provide formal commissioning plan including all forms    | 40  | Hrs   | 135  | 5,400.00         |
| 5                                    | Conduct initial commissioning coordination meeting       | 8   | Hrs   | 135  | 1,080.00         |
| 6                                    | Conduct HVAC and lighting controls integration meeting   | 8   | Hrs   | 135  | 1,080.00         |
| 7                                    | Commissioning meetings and site observations (8 onsite)  | 48  | Hrs   | 135  | 6,480.00         |
| 8                                    | Audit contractor checklists. Document issues.            | 64  | Hrs   | 135  | 8,640.00         |
| 9                                    | Review TAB report and field verify TAB. Document issues. | 16  | Hrs   | 135  | 2,160.00         |
| 10                                   | Witness functional test verification. Document issues.   | 234 | Hrs   | 135  | 31,590.00        |
| 11                                   | Verify the resolution of commissioning issues            | 78  | Hrs   | 135  | 10,530.00        |
| 12                                   | Verify O&Ms and training                                 | 8   | Hrs   | 135  | 1,080.00         |
| 13                                   | Provide the commissioning report to the owner.           | 8   | Hrs   | 135  | 1,080.00         |
| <b>Scope A Subtotal</b>              |  |     |       |      | <b>74,790.00</b> |
| <b>Scope B - Optional Work Scope</b> |  |     |       |      |                  |
| 14                                   | Include Smoke Control System in scope                    | 24  | Hrs   | 135  | 3,240.00         |
| <b>Scope B Subtotal</b>              |  |     |       |      | <b>3,240.00</b>  |

**Total Proposal: \$ 78,030.00**

## Terms and Conditions:

1. This proposal is a lump sum value. Additional services outside the scope of this proposal are available at the current WCG billing rates, plus related expenses at cost if applicable.
2. This proposal represents WCG's interpretation of the project requirements. This proposal is limited to the level of effort indicated for each work scope item. Any project requirements not reflected in the proposed work scope that are later determined to be necessary will be handled by a negotiated change to the contract.
3. This proposal is valid only if the specifications as provided by WCG have been included in the contract documents.
4. The work scope proposed includes re-testing or re-verifying issues on a one-time-per-issue basis. Additional tests or re-verification beyond one per issue will be outside the scope of this proposal and will only be completed as approved by the client, and at an additional cost. Note: The commissioning specifications as provided by WCG contain language that allows for reimbursement (from the contractor to the client) for these additional costs.
5. Commissioning services require access to a variety of design and submittal documents from the client, design team and various contractors. This includes, but is not limited to, conformed specifications and drawings, product submittals, installation/start-up forms and test forms. This proposal is contingent upon timely submittal of requested documents to WCG.
6. Commissioning services requires full access to the building control systems. This proposal is contingent upon the commissioning provider being provided full access to the building control system, both remotely and locally. This includes any required access to the building owner's network system.
7. Commissioning services require full access to the facility during construction and potentially after occupancy. This proposal is contingent upon timely building access being coordinated and provided by the building owner and/or contractor to include security badges, keys, access codes, escorts, occupant notification, and so forth as appropriate.
8. The commissioning requirements as specified on this project require the full cooperation and assistance of the general contractor in assuring the participation of all related sub-contractors as willing participants in the commissioning process. WCG shall not be held accountable for failure to complete the commissioning work scope due to lack of cooperation from the general contractor or any sub-contractors, during the commissioning process.
9. The commissioning process requires adequate time allowance in the construction schedule for various commissioning activities. WCG shall not be held accountable for failure to complete the commissioning work scope in a timely fashion due to lack of adequate time allocation in the construction schedule.
10. Invoices for services and expenses will be issued monthly for the portion of work completed.
11. This submission shall remain valid for 90 days.
12. This proposal is based on and limited to the project description under scope of work and Attachment - A, Commissioned Equipment List. This proposal excludes commissioning of any systems or equipment not listed in Attachment – A; regardless of how commissioning is referenced or implied in the project documents.
13. This fee proposal is based on WCG maintaining insurance in the following kinds and amounts: Commercial Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, Automobile Liability, non-owned and hired only, \$1,000,000 each accident, Employer's Contingent Liability \$1,000,000 each accident, Commercial Umbrella \$3,000,000 per occurrence and aggregate, and Professional Liability \$3,000,000/\$25,000 deductible.

## **Attachment A – Commissioned Equipment List**

The systems to be commissioned under this proposal are listed below and include those as required by the WSECCP (“C” References are per energy code). The WSECCP invokes Section C408 System Commissioning which includes requirements for commissioning C403 Mechanical Systems, C404 Service Hot Water Heating, C405 Electrical Power and Lighting Systems and C409 Energy Metering and Energy Consumption Management.

### **C403 Mechanical Systems**

- (5) Rooftop air handling units (gas-fired heating and DX cooling)
  - (3) Dedicated outdoor air units (heat pumps)
  - (1) Dedicated outdoor air unit (gas-fired heating and DX cooling)
  - (1) Heat recovery ventilator
  - (2) Makeup air units (gas-fired)
  - (31) VAV terminal units without reheat
  - (8) VAV terminal units with electric reheat
  - (66) VRF fan coil units
  - (4) VRF condensing unit
  - (14) VRF branch selectors
  - (10) Split-system air conditioning units
  - (1) Electric duct heater
  - (12) Electric cabinet unit heaters
  - (11) Electric unit heaters
  - (13) Exhaust fans
- Smoke control system (included as option - commissioning not required by WSECCP; consists of verification of HVAC system operation based on inputs from fire alarm system)

### **C404 Service Hot Water Heating**

- (4) Gas-fired water heaters
- (3) Domestic hot water recirculation pumps
- (2) Thermostatic mixing valves

### **C405 Electrical Power and Lighting Systems**

- (~190) Occupancy sensors
- (~56) Photo cell lighting control zones
- Interior lighting control panels w/(77) zones
- Exterior lighting control panels w/(7) zones
- Receptacle control excluded (commissioning not required by WSECCP)

### **C409 Energy Metering and Energy Consumption Management**

- (15) Electric meters
- (7) Gas meters
- Data acquisition and display system

The following requirements of the WSECCP are not included in the CxA work scope: Sections C408.1.3 Documentation Requirements (except C408.1.3.4, Commissioning Report), C408.1.4 Systems Operation Training and C408.2.2 System Balancing. These items are to be provided by the contractor (but will be reviewed by the CxA). The client should confirm that the design team has specified in the contract documents that the contractor will provide the labor and material for system balancing, documentation and training.

This proposal excludes any systems or equipment not listed above regardless of whether commissioning is referenced or implied for those excluded systems in the project documents.

**EXHIBIT B**  
**Subcontractors/Subconsultants**

**Below is a list of approved subcontractors/subconsultants:**

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**OR**

**There are no approved subcontractors or subconsultants.**



**Proposal for Commissioning Authority Services  
2015 Washington State Energy Code, Commercial Provisions – Section C408  
City of Marysville – Marysville Civic Center**

Date: May 7, 2019

To: Gloria Hirashima  
1049 State Avenue  
Marysville, WA 98270

By: Bryan Welsh, President  
Welsh Commissioning Group, Inc.

A handwritten signature in black ink that reads "Bryan W. Welsh".

Welsh Commissioning Group, Inc. (WCG) is pleased to offer the following proposal for commissioning related services per the listed scope of work and fee proposal detail.

**Project Description:**

The project consists of the new construction of a four-story, 80,369 s.f. city hall building and an adjacent two-story, 20,848 s.f. jail building. The project will be located in Marysville, Washington.

**Scope of Work:**

Provide commissioning services per the 2015 Washington State Energy Code, Commercial Provisions (WSECCP) section C408. The systems to be commissioned under this proposal include those required by the 2015 WSECCP as outlined in Attachment – A, Commissioned Equipment List.

The following are the duties of the commissioning authority (CxA) including commissioning deliverables. Note: Design team refers to the architect and engineer of record and their sub-consultants. The commissioning team refers to client, building owner (if different than client), design team, contractor, sub-contractors and equipment suppliers.

**A. Base Work Scope**

1. The CxA shall review the project documents for issues related to constructability, maintainability and ability to commission. Issues discovered will be reported to the owner and design team in a written report.
2. The CxA shall develop and provide commissioning specification sections to the design team for inclusion in the project documents.
3. The CxA shall review contractor submittals applicable to the scope of work for compliance with project documents and design intent. This review shall be concurrent with A/E reviews and submitted to the design team and the client.

4. The CxA shall develop a commissioning plan to include the following as a minimum:
  - A complete list and description of all equipment and systems to be commissioned.
  - Installation verification data entry forms for systems and equipment to be commissioned.
  - Functional performance test procedures and data entry forms for systems and equipment designated to be functionally performance tested.
  - A sample version of the commissioning issues list. This list is to be maintained and updated by the CxA on a regular basis during the entire commissioning process.
5. The CxA shall schedule, organize and coordinate an initial on-site commissioning coordination meeting. The initial meeting shall be with the owner, design team and contractors to present the commissioning plan, and discuss issues related to the proposed commissioning process. Meeting agenda and minutes shall be provided by the CxA.
6. The CxA shall schedule, organize and coordinate a controls integration meeting. The controls integration meeting shall be with the HVAC control contractor, lighting control contractor and design team to review control strategies and testing; to be held after receipt of submittals and prior to programming. Meeting agenda and minutes shall be provided by the CxA. Meeting to be held at same time as kick-off meeting.
7. The CxA shall schedule, organize and coordinate on-site commissioning meetings and site observations. Commissioning meetings will be for the purpose of coordinating commissioning tasks with the contractor and discussing unresolved issues. Meeting agenda and minutes shall be provided by the CxA. Coincident with meetings, site observations shall be conducted by the CxA during the construction process. The purpose of these observations will be to evaluate compliance to contractual obligations such as cleanliness, capping ductwork, access to equipment, maintainability and so forth to identify concerns before they are repeated throughout the project. A site observation report will be provided. The number of meetings will be as agreed upon in the fee proposal. On-site meetings will be augmented as necessary with conference call meetings.
8. The CxA shall audit completed contractor checklists on a sample basis to verify that the equipment and systems designated for commissioning are installed, started and ready for functional test verification. Issues discovered during this audit will be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed verification forms will be provided by the CxA in the final report.
9. The CxA shall review the testing, adjusting and balancing (TAB) report and provide written comments to the commissioning team. The CxA shall verify TAB work (10% sample basis). Issues discovered during the TAB review will be documented by the CxA in the commissioning issues log and communicated to the commissioning team.
10. The CxA shall be responsible for scheduling, coordinating and witnessing selected functional performance tests as conducted by the contractor and detailed in the commissioning plan. Issues discovered during functional test verification will be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed functional test forms will be provided by the CxA in the final report.
11. The CxA shall verify reported corrections on a one time per issue basis. The CxA shall provide an updated commissioning issues list to the commissioning team. Additional verification of corrections beyond the one time per issue shall constitute work beyond the commissioning scope of work.
12. The CxA shall verify that the contractual requirements for record documents, O&M manuals and system training have been completed by the contractor.

13. At the completion of all commissioning related procedures, the CxA shall be responsible for assembling and producing the commissioning report for submission to the client and building official. This will include providing a preliminary report as needed. The report shall contain at a minimum the following:

- A copy of the commissioning plan.
- Copies of completed data entry forms related to installation verification checklists and functional performance tests.
- A final version of the commissioning issues list showing the current resolution status of all issues, including the status of those issues that may be outstanding.
- The completed C408 Commissioning Compliance Checklist (signed by owner)

**B. Optional Work Scope**

14. The CxA shall incorporate the Smoke Control System into the commissioning scope of work. Scope consists of verification of HVAC system operation based on inputs from fire alarm system.

**Fee Proposal Detail:**

| #                                    | Description  | Qty | Units | Rate | Extension        |
|--------------------------------------|--|-----|-------|------|------------------|
| <b>Scope A - Base Work Scope</b>     |  |     |       |      |                  |
| 1                                    | Review construction documents                            | 16  | Hrs   | 135  | 2,160.00         |
| 2                                    | Include Cx requirements in project documents             | 6   | Hrs   | 135  | 810.00           |
| 3                                    | Review contractor submittals                             | 20  | Hrs   | 135  | 2,700.00         |
| 4                                    | Provide formal commissioning plan including all forms    | 40  | Hrs   | 135  | 5,400.00         |
| 5                                    | Conduct initial commissioning coordination meeting       | 8   | Hrs   | 135  | 1,080.00         |
| 6                                    | Conduct HVAC and lighting controls integration meeting   | 8   | Hrs   | 135  | 1,080.00         |
| 7                                    | Commissioning meetings and site observations (8 onsite)  | 48  | Hrs   | 135  | 6,480.00         |
| 8                                    | Audit contractor checklists. Document issues.            | 64  | Hrs   | 135  | 8,640.00         |
| 9                                    | Review TAB report and field verify TAB. Document issues. | 16  | Hrs   | 135  | 2,160.00         |
| 10                                   | Witness functional test verification. Document issues.   | 234 | Hrs   | 135  | 31,590.00        |
| 11                                   | Verify the resolution of commissioning issues            | 78  | Hrs   | 135  | 10,530.00        |
| 12                                   | Verify O&Ms and training                                 | 8   | Hrs   | 135  | 1,080.00         |
| 13                                   | Provide the commissioning report to the owner.           | 8   | Hrs   | 135  | 1,080.00         |
|                                      | <b>Scope A Subtotal</b>                                  |     |       |      | <b>74,790.00</b> |
| <b>Scope B - Optional Work Scope</b> |  |     |       |      |                  |
| 14                                   | Include Smoke Control System in scope                    | 24  | Hrs   | 135  | 3,240.00         |
|                                      | <b>Scope B Subtotal</b>                                  |     |       |      | <b>3,240.00</b>  |

**Total Proposal: \$ 78,030.00**

## Terms and Conditions:

1. This proposal is a lump sum value. Additional services outside the scope of this proposal are available at the current WCG billing rates, plus related expenses at cost if applicable.
2. This proposal represents WCG's interpretation of the project requirements. This proposal is limited to the level of effort indicated for each work scope item. Any project requirements not reflected in the proposed work scope that are later determined to be necessary will be handled by a negotiated change to the contract.
3. This proposal is valid only if the specifications as provided by WCG have been included in the contract documents.
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8. The commissioning requirements as specified on this project require the full cooperation and assistance of the general contractor in assuring the participation of all related sub-contractors as willing participants in the commissioning process. WCG shall not be held accountable for failure to complete the commissioning work scope due to lack of cooperation from the general contractor or any sub-contractors, during the commissioning process.
9. The commissioning process requires adequate time allowance in the construction schedule for various commissioning activities. WCG shall not be held accountable for failure to complete the commissioning work scope in a timely fashion due to lack of adequate time allocation in the construction schedule.
10. Invoices for services and expenses will be issued monthly for the portion of work completed.
11. This submission shall remain valid for 90 days.
12. This proposal is based on and limited to the project description under scope of work and Attachment - A, Commissioned Equipment List. This proposal excludes commissioning of any systems or equipment not listed in Attachment – A; regardless of how commissioning is referenced or implied in the project documents.
13. This fee proposal is based on WCG maintaining insurance in the following kinds and amounts: Commercial Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, Automobile Liability, non-owned and hired only, \$1,000,000 each accident, Employer's Contingent Liability \$1,000,000 each accident, Commercial Umbrella \$3,000,000 per occurrence and aggregate, and Professional Liability \$3,000,000/\$25,000 deductible.



## Attachment A – Commissioned Equipment List

The systems to be commissioned under this proposal are listed below and include those as required by the WSECCP (“C” References are per energy code). The WSECCP invokes Section C408 System Commissioning which includes requirements for commissioning C403 Mechanical Systems, C404 Service Hot Water Heating, C405 Electrical Power and Lighting Systems and C409 Energy Metering and Energy Consumption Management.

### C403 Mechanical Systems

- (5) Rooftop air handling units (gas-fired heating and DX cooling)
  - (3) Dedicated outdoor air units (heat pumps)
  - (1) Dedicated outdoor air unit (gas-fired heating and DX cooling)
  - (1) Heat recovery ventilator
  - (2) Makeup air units (gas-fired)
  - (31) VAV terminal units without reheat
  - (8) VAV terminal units with electric reheat
  - (66) VRF fan coil units
  - (4) VRF condensing unit
  - (14) VRF branch selectors
  - (10) Split-system air conditioning units
  - (1) Electric duct heater
  - (12) Electric cabinet unit heaters
  - (11) Electric unit heaters
  - (13) Exhaust fans
- Smoke control system (included as option - commissioning not required by WSECCP; consists of verification of HVAC system operation based on inputs from fire alarm system)

### C404 Service Hot Water Heating

- (4) Gas-fired water heaters
- (3) Domestic hot water recirculation pumps
- (2) Thermostatic mixing valves

### C405 Electrical Power and Lighting Systems

- (~190) Occupancy sensors
- (~56) Photo cell lighting control zones
- Interior lighting control panels w/(77) zones
- Exterior lighting control panels w/(7) zones
- Receptacle control excluded (commissioning not required by WSECCP)

### C409 Energy Metering and Energy Consumption Management

- (15) Electric meters
- (7) Gas meters
- Data acquisition and display system

The following requirements of the WSECCP are not included in the CxA work scope: Sections C408.1.3 Documentation Requirements (except C408.1.3.4, Commissioning Report), C408.1.4 Systems Operation Training and C408.2.2 System Balancing. These items are to be provided by the contractor (but will be reviewed by the CxA). The client should confirm that the design team has specified in the contract documents that the contractor will provide the labor and material for system balancing, documentation and training.

This proposal excludes any systems or equipment not listed above regardless of whether commissioning is referenced or implied for those excluded systems in the project documents.