



Specialists in School Buildings

BUILDING COMMISSIONING AGREEMENT

Between

**EDUCATIONAL SERVICE DISTRICT 112
(hereinafter referred to as the ESD)
2500 NE 65 Avenue
Vancouver WA 98661-6812**

And

**LAKE STEVENS SCHOOL DISTRICT
(hereinafter referred to as the District)
12309 22nd Street NE
Lake Stevens, WA 98258**

In consideration of the terms and conditions contained herein, Educational Service District 112 and Lake Stevens School District do mutually agree that:

The purpose of this agreement is for ESD 112 to conduct Building Commissioning for the New Elementary #7 and the Early Learning Center projects. The Building Commissioning is based on a fee-for-service rendered.

ORGANIZATION

1.0 RESPONSIBILITIES OF THE ESD

In accordance with this agreement, the ESD will:

- A. ESD 112 shall employ qualified staff members to conduct Building Commissioning.
- B. ESD 112 shall incorporate the attributes of the Building Commissioning Association in its commissioning program in accordance with **WAC 392-343-080**.
- C. Duties to be performed are delineated in "Attachment A"

2.0 RESPONSIBILITIES OF THE DISTRICT

In accordance with this agreement, the district shall pay fee-for-service of:

**\$80,000.00 for Building Commissioning of Elementary #7 and
\$20,000.00 for Building Commissioning of the Early Learning Center**

Fee for service will be billed monthly.

The District's further responsibilities consist of those items enumerated in Attachment "B" of this agreement.

3.0 ASSIGNMENT

This agreement may not be assigned by either party without written consent of the parties.

4.0 CONTRACT CANCELLATION OR SUSPENSION

Either party may cancel or suspend this contract by providing the other party with a 30 day written notice of intent to cancel or suspend. Any payments due will be apportioned to the work performed

5.0 WHOLE AGREEMENT

The parties acknowledge that they have read and understand this Agreement including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This Agreement may be modified or amended with the mutual consent of the parties.

6.0 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of WASHINGTON.

7.0 WAIVER AND SEVERABILITY

No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence. If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

8.0 INDEMNIFICATION

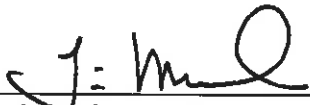
8.1 ESD. The ESD agrees to protect, defend, indemnify and hold the District, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the ESD's negligent performance under this agreement.

8.2 District. The District agrees to protect, defend, indemnify and hold the ESD, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the District's negligent performance under this agreement.

9.0 EFFECTIVE DATE AND DURATION

The term of this agreement shall be from April 1, 2016 to December 31, 2018. The agreement shall then be automatically renewed from month to month thereafter on an hourly basis unless The District gives written notice to ESD of its election to terminate the agreement with at least thirty (30) days notice.

EDUCATIONAL SERVICE DISTRICT 112


Superintendent or Designee

Date 5/31/16

LAKE STEVENS SCHOOL DISTRICT


Superintendent or Designee

Date 5/17/16

Educational Service District 112 complies with all state federal rules and regulations and does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, age, sex, marital status, or the presence of any sensory, mental or physical disability. This holds true for all district employment and opportunities, and service delivery systems. Inquiries regarding compliance and/or grievance procedures may be directed to Human Resources Manager, (360) 750-7500.

Please sign, date, and return both copies of this Letter of Agreement to Internal Fiscal Services, ESD 112, 2500 NE 65 Avenue, Vancouver, WA 98661-6812. A countersigned copy will be returned to you.



Attachment "A"

ESD 112 RESPONSIBILITIES

Meeting with Designers and planning for Commissioning Activities including writing Commissioning specifications specific for each project.

Site Visits during construction and meeting with District staff as needed.

Document and report Commissioning activities as they occur.

Oversee Contractor training of district personnel in building system operation.

Documented verification that all building systems perform interactively according to the documented construction documents and specifications and the Owner's operational needs.

Assist in resolving system deficiencies by tracking issues until resolved.

Presentation to School Board as required by OSPI.

Preparation of all materials for submission to OSPI for funding purposes.

ESD 112 is a member in good standing with the Building Commissioning Association.

Attachment "B"

LAKE STEVENS SCHOOL DISTRICT RESPONSIBILITIES

B.1 The following are not covered by the fixed fee of this Agreement:

B1.1 Cost of Architects or other design Consultants fees.

B1.2 Cost of printing, postage, and photocopying.

B1.3 Cost of legal reviews.

