



2024-023 ITB
Janitorial Services
Addendum No. 2 September 5, 2024

**This addendum confirms that the bid opening is September 20th at 12:00pm
PDT. Not September 10th as the cover page states.**

General Questions:

Q.) Please confirm the submission date: We noticed a conflict in the submission date on the front cover of the RFP (September 10) and the procurement schedule table on page 42 of the RFP (September 20)

A.) *The Submission date is September 20th.*

Q.) Can WTA provide a copy of their standard contract/service agreement

A.) *Please see page 2 and 3 of this addendum*

Q.) What is the annual contract value by location under the current contract?

A.) *these values are approximate. The current contract scope does not match the scope of RFP 2024-023*

MOAB \$69,634.44

BTS \$88,809.36

CTS \$40,472.40

WHATCOM TRANSPORTATION AUTHORITY

SAMPLE SERVICES AGREEMENT

This AGREEMENT ("Agreement") is entered into by and between **WHATCOM TRANSPORTATION AUTHORITY** ("WTA"), of 4011 Bakerview Spur, Bellingham, Washington, 98226 a Washington Public Transportation Benefit Area formed under RCW Chapter 36.57A and _____, of _____ a duly qualified Washington Corporation authorized to do business in the State of Washington ("Contractor").

1. PURPOSE/SERVICES TO BE PROVIDED: This Agreement establishes a

All work to be performed at _____.

All work is pursuant to the Terms and Conditions _____

2. PROJECT MANAGER: WTA designates Cindy Campen as its Project Manager and principal contact for the Services. Contractor designates _____ as its Project Manager and Contractor's representative to WTA for all purposes under this Contract.

3. PAYMENT: Contractor will be paid in accordance _____, in the total Agreement price \$_____, which comprises \$_____ in materials, labor, and costs, and 9% sales tax of \$_____. - _____ is attached hereto and incorporated by this reference as Exhibit A.

Invoices and Progress Payment Applications will be sent to ap@ridewta.com.

Any invoices submitted to WTA must be approved by the Project Manager prior to payment. No final payment shall be made until the Services are accepted by WTA.

Payment will be made in a Net thirty (30) days term upon receipt of invoice for each invoice/progress payment request. Contractor shall pay any Subcontractor within ten (10) days after the receipt WTA's payment.

4. PREVAILING WAGES: Contractor and all Subcontractors are responsible for complying with applicable Washington State Department of Labor and Industries and Department of Revenue requirements and procedures, including but not limited to prevailing wage requirements RCW 39.12. This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages Paid, Notice of Completion of Public Work Contract, and any other required documents.

5. TIME FOR COMPLETION/TERM: _____

6. INSURANCE: Contractor shall provide a current Certificate of Insurance on an ACORD form or its equivalent evidencing the following minimum coverages and limits:

- Commercial General Liability (CGL): \$1,000,000 per occurrence; \$2,000,000 in the aggregate.
- Commercial Automobile Insurance: \$1,000,000 combined single limit per accident
- Workers Compensation: Statutory amount

CGL limits may be met through any combination of primary, umbrella, or excess coverage. Contractor's CGL policy shall: (a) be primary and not seek contribution from any insurance maintained by WTA; (b) include a waiver of subrogation against WTA; and (c) provide additional insured coverage to WTA, including for both ongoing and completed operations. Completed operations coverage must remain in

place for a minimum of three (3) years following substantial completion of the project. Endorsements or policy language evidencing the aforementioned coverages shall be referenced in and attached to Contractor's Certificate of Insurance.

- 8. CHANGES:** No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Agreement shall be effective without prior written consent of WTA's Procurement & Contracts Manager.

Oral changes, amendments or agreements are not permitted and shall not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed by both Parties. Only WTA's General Manager, or designee shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Agreement on behalf of WTA. WTA reserves the right to add or delete services from this Agreement and will make appropriate adjustments to the contract price.

- 9. INDEMNIFICATION/HOLD HARMLESS:** Contractor shall defend, hold harmless and indemnify WTA, and its agents, employees, representatives, and Board members against and from any all claims, demands, suits, judgments, defense costs, injury to or death of any and all persons(s) and on account of all property damages of any kind, whether tangible or intangible, real and/or personal liability or damages of any kind. Such duty to defend, hold harmless and indemnify shall extend to any claim, demand, suit, judgment, defense costs, injury to or death of an employee of Contractor, and Contractor hereby waives to this limited extent any exclusivity protection provided under the Washington State Industrial Insurance Act, RCW Title 51.

- 10. APPLICABLE LAW, JURISDICTION VENUE, AND ATTORNEYS' FEES:** This Agreement is executed and governed in interpretation and performance by the laws of the State of Washington. Any action to enforce the Agreement shall be filed in the Superior Court for the State of Washington, Whatcom County, and Contractor waives any objection to the jurisdiction and venue of this Court. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, in addition to all other remedies, its reasonable attorneys' fees and costs incurred.

- 11. FULLY INTEGRATED CONTRACT:** The parties agree that this Agreement and its incorporated documents are the complete expression of the terms. Any oral representation or understandings not incorporated are excluded. Failure to comply with any of the provisions shall constitute material breach of the Agreement and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of all provisions.

- 12. SIGNATURES:** Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.

EXECUTED this _____ day of _____, 202____.

WTA

Company name

Les Reardanz
General Manager

Name and title

Date

Date