

CONTRACTUAL SERVICE AGREEMENT
INSURANCE BENEFIT CONSULTING

This CONTRACTUAL SERVICE AGREEMENT ("Agreement") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington Public Transportation Benefit Area, and AON CONSULTING, INC, a New Jersey registered corporation (CONTRACTOR). CONTRACTOR agrees to provide WTA with insurance benefit consulting. WTA and CONTRACTOR agree to an initial term of three (3) years.

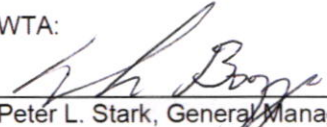
WTA and CONTRACTOR agree as follows:

1. The Agreement documents in order of precedence, and the terms and conditions that will govern this Agreement, are set out herein, and in the following documents, which are incorporated by reference:
 - This agreement
 - CONTRACTOR Proposal and pricing submitted July 12, 2019
 - Request for Proposal 2019-199 and all Exhibits & Appendices released June 6, 2019
2. CONTRACTOR shall perform all the work required by the scope of work referenced above.
3. 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 General 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 the Parties. Only WTA's General Manager 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.
4. WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below. WTA agrees to pay a 9% per annum interest rate for any late payments. The per annum amount will not exceed the amounts authorized by RCW 19.52.020.
5. Invoices will be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address below. Payment will be made in Net 30 Terms from the date of invoice acceptance.
6. To the maximum extent allowed by law and subject to WTA's right to challenge this terms enforceability, for all losses arising from services performed in a particular calendar year: (A) CONTRACTOR'S liability shall not exceed ten times (10x) the amount of the total fees paid to contractor during the entire term of the Agreement ("Limit"); (B) This Limit shall not apply to losses arising from (aa) CONTRACTOR'S willful, fraudulent or criminal misconduct, (bb) bodily injury, including death, or damage to personal or real property, and/or (cc) infringement by CONTRACTOR of any intellectual property rights of any third party, and (C) in no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise, and even if advised of the likelihood of such damages.
7. Either party may terminate all or part of this Agreement by providing thirty (30) days written notice to the other party. In such case CONTRACTOR shall deliver to WTA any goods and/or work completed, and equipment or property of WTA within thirty (30) days of receiving notice from termination for convenience, and shall be entitled to the Agreement price for such accepted service or accepted goods
8. CONTRACTOR shall throughout the term of this Agreement, be a registered with the Washington State Secretary of State as a corporation doing business within the State of Washington, and maintain a registered agent in the state of Washington.

9. The parties agree that this Agreement is 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.
10. 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 16 day of October, 2019

WTA:


Peter L. Stark, General Manager
Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, WA 98226

FOR PETER STARK

CONTRACTOR:


Matt Mann, COO US Health & Benefits
Aon Consulting, Inc.
1420 Fifth Avenue, Suite 1200
Seattle, WA 98101

Magan Waltari

From: Peter Stark
Sent: Wednesday, October 23, 2019 3:36 PM
To: All WTA
Subject: Responsible Charge

I will be on vacation Thursday October 24 through Tuesday October 29th.
During this time Mike Bozzo will be in responsible charge of WTA.

See you next Wednesday, Pete

Peter L. Stark
General Manager

WHATCOM TRANSPORTATION AUTHORITY

4011 Bakerview Spur
Bellingham, WA 98226
p: 360-788-9301 / f:360-738-7302
petes@ridewta.com

E-mail to and from this address may be subject to public disclosure under Washington's Public Records Act.