

CONTRACTUAL AGREEMENT

VEHICLE DETAILING SERVICE

This AGREEMENT (Agreement) is made and entered into between KULSHAN SUPPORTED EMPLOYMENT, a Washington State 501(c)(3), (CONTRACTOR) and WHATCOM TRANSPORTATION AUTHORITY (WTA), a Public Transportation Benefit Area operating under the authority of RCW Chapter 36.57A and located at 4011 Bakerview Spur Road, Bellingham, WA, 98226. CONTRACTOR hereby agrees to provide WTA with Vehicle Detailing Services specified Scope of Work referenced in Invitation to Bid 2023-002 for an initial term of three (3) years.

WTA and CONTRACTOR agree as follows:

1. **ORDER OF PRECEDENCE:** The Contract Documents which comprise the entire agreement between WTA and CONTRACTOR concerning the Work consist of the following. Where there is a conflict between documents, the most restrictive will prevail:
 - a. This Agreement
 - b. Appendix A Contract Terms and Conditions
 - c. Invitation to Bid 2022-001
 - d. CONTRACTOR completed Exhibits A – E
 - e. Appendix C Vehicle Cleaning List

2. **TERM AND TERMINATION:** The term of this agreement shall commence on the execution date below through April 1, 2026.

There is one (1) additional contract term of three (3) years, which can be exercised at WTA's sole option with both parties written approval.

3. **COST and PAYMENT:** WTA shall pay CONTRACTOR at Net 30 terms from date of invoice receipt in the amounts specified in Exhibit E, Bid Cost. Contractor will submit invoices no later than the 5th of the month following work performance. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Year end invoices will be submitted no later than January 20 each year unless otherwise approved in writing by WTA's Accounting Manager or designee.

WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below.

Invoices will be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address below.

Price adjustments will be requested by the Contractor no less than 30 days before the Contract anniversary date and be based on. WTA reserves the right to approve, deny, or negotiate any price adjustments.

Contract price decreases and increases will be calculated using the CPI-U with the

following parameters to obtain the Series ID CUURS49DSAS:

- Not Seasonally Adjusted
- AREA: Seattle-Tacoma-Bellevue, WA
- BASE: Current
- ITEM: Services
- PERIODICITY: Monthly

Price increases may not exceed 10% from the previous years contract price. Contractors wishing to propose a higher increase will be required to submit additional documentation in support. Documentation may include but not be limited to: actual receipts, maintenance logs with costs, or subcontractor invoices.

4. **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 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.

5. **NOTICES:** All notices will be provided to:

WTA
ATTN: Procurement
4011 Bakerview Spur
Bellingham, WA 98226
procurement@ridewta.com
360-788-9332

CONTRACT
ATTN: Matt Carlson
310 Iowa Street
Bellingham, WA 98225
staff@kulshansupportedemployment.org
360-676-9010

6. 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.
7. 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.
8. **COUNTERSIGNATURE:** 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.
9. **ACTUAL AUTHORITY:** The parties below confirm and attest that they have actual authority to bind WTA and CONTRACTOR to an agreement.

WTA:

Les Reardanz

Signed: Wednesday, March 22, 2023

Les Reardanz, General Manager
Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, WA 98226

CONTRACTOR:

Matt Carlson

Signed: Wednesday, March 22, 2023

Matt Carlson, Director
Kulshan Supported Employment
310 Iowa Street
Bellingham, WA 98225