

WHATCOM TRANSIT AUTHORITY

PUBLIC WORKS AGREEMENT FOR

OVERHEAD DOOR REPAIRS

This AGREEMENT ("Agreement") is entered into by and between **WHATCOM TRANSPORTATION AUTHORITY** ("WTA"), a Washington Public Transportation Benefit Area formed under RCW Chapter 36.57A and **OVERHEAD DOOR COMPANY OF BELLINGHAM, LLC**, of 202 Ohio Street, Bellingham, Washington, 98225, a duly-qualified Washington Corporation and a licensed contractor authorized to do business in the State of Washington ("Contractor").

- 1. PURPOSE:** This Agreement establishes a public works contract for Overhead Door Repairs at WTA's Maintenance, Operations and Administration Building ("MOAB") Facility located at 4011 Bakerview Spur in Bellingham. See Exhibit A attached hereto and incorporated by this reference.
- 2. PROJECT MANAGER:** The term "Project Manager" is understood to be WTA's Project Manager, who is WTA's representative to the Contractor for all purposes under this Contract. WTA designates Cindy Campen as its Project Manager. Contractor designates Jordan Chambers as its Project Manager, who is Contractor's representative to WTA for all purposes under this Contract.
- 3. PAYMENT:** Contractor will be paid in accordance with the itemized prices set forth in Contractor's quote dated September 26, 2023. The total Agreement price is \$46,131.20, inclusive of quote items totaling \$42,400.00 and sales tax of \$3,731.20. See 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 project is 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:** Upon full execution of this Agreement, WTA authorizes Contractor to order materials listed in Exhibit A. WTA understands that the lead time for some of the materials is 6-8 weeks.

Contractor will inform WTA's Project Manager when all materials have been delivered to Contractor and that Contractor is ready to perform work. Upon this confirmation, WTA's Project Manager will issue a Notice to Proceed by way of a Purchase Order. Contractor shall begin work within thirty business days of being issued the Purchase Order and shall complete work within fifty business days.

- 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.
 - 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.

7. **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 Purchasing & 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.

8. 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.
9. 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.

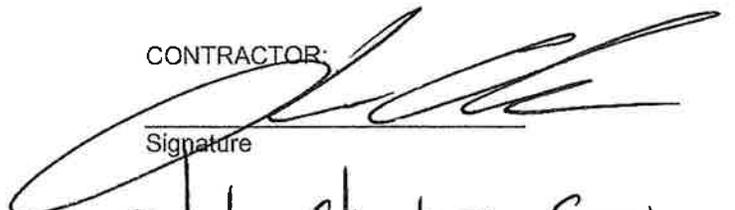
EXECUTED this 20 day of October, 2023

WTA:



Les Reardanz
General Manager

CONTRACTOR:



Signature
Jordan Chambers Service
Printed Name and Title Manager



Overhead Door Company of Bellingham **EXHIBIT A**

202 Ohio St.
Bellingham, WA 98225
www.ohdbellingham.com

Contact: Jordan Chambers
Phone: +1360-734-5960
Email: jordanc@ohdbellingham.com

This proposal is valid till Saturday, January 20, 2024

Quote: SQDF009564-1 | Created: 9/22/2023 2:10 PM

Job:

WTA
4011 Bakerview Spur
Bellingham, WA 98226

Prepared For:

Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, WA 98226

Item	Qty
1 Cable	1
Details: New cables for wash bay doors at fuel and wash building, 4 doors total	
2 REPLACEMENT.CS 592, 14' 2" x 24", White	1
REPLACEMENT Replacement Section, Bottom	
COMPONENT:	
DOOR: 592, 14' 2" x 24", Ribbed Panel, White, 1 Sect, 4 Pnl, SES, Std Btm Seal	
Last Changed: 9/25/2023 8:29 AM PST	
3 REPLACEMENT.CS 592, 14' 2" x 24", White	1
REPLACEMENT Replacement Section, Intermediate	
COMPONENT:	
DOOR: 592, 14' 2" x 24", Ribbed Panel, White, 1 Sect, 4 Pnl, SES	
Last Changed: 9/25/2023 8:30 AM PST	
4 OPERATOR.CS 592, 14'2" x 14'1"	1
DOOR: 592, Ribbed Panel, 14'2" x 14'1", 450 LBS, 15" Radius	
OPERATOR: RSX - Standard Duty, 1/2 HP, 115/208/230V 1Phase 60Hz, Hoist, Left, Photoeyes-Reflective (Monitored), Direct Couple, 24.7 RPM, 1:1 Direct Couple Kit, Brake, Timer to Close, Receiver,Built-In,Std, 3-Button,Nema1,Flush/Surface,O/C/S,Stl: 1, Hand Chain,26'	
5 OPERATOR.CS 592, 14'2" x 14'1"	1
DOOR: 592, Ribbed Panel, 14'2" x 14'1", 450 LBS, 15" Radius	
OPERATOR: RSX - Standard Duty, 1/2 HP, 115/208/230V 1Phase 60Hz, Hoist, Right, Photoeyes-Reflective (Monitored), Chain Couple, 24.7 RPM, #41 1:1 Chain Couple Kit, Brake, Timer to Close, Receiver,Built-In,Std, 3-Button,Nema1,Flush/Surface,O/C/S,Stl: 1, Hand Chain,26'	
6 OPERATOR.RD RHX - Heavy Duty	1
Door Model: Rolling Door, Service	
Operator: RHX - Heavy Duty, 1/2 HP, 115/208/230V 1Phase 60Hz, Hoist, Photoeyes-Reflective (Monitored), Friction Clutch, Brake, Timer to Close, Receiver,Built-In,Std, (1) None, (1) 3-Button,Nema1,Flush/Surface,O/C/S,Stl	
Operator Misc: Right Hand, Chain: 17FT, Bracket: Front Of Hood, SPRKT ASSY #50, 48T 1"	

Overhead Door Company of Bellingham **EXHIBIT A**

The Genuine. The Original.



202 Ohio St.
 Bellingham, WA 98225
 www.ohdbellingham.com

Contact: Jordan Chambers
 Phone: +1360-734-5960
 Email: jordanc@ohdbellingham.com

BORE	
7	OPERATOR.CS 592, 10'2" x 10'1" 1
	DOOR: 592, Ribbed Panel, 10'2" x 10'1", 400 LBS, 15" Radius OPERATOR: RSX - Standard Duty, 1/2 HP, 115/208/230V 1Phase 60Hz, Hoist, Left, Photoeyes-Reflective (Monitored), Chain Couple, 24.7 RPM, #41 1:1 Chain Couple Kit, Brake, Timer to Close, Receiver,Built-In,Std, 3-Button,Nema1,Flush/Surface,O/C/S,Stl: 1, Hand Chain,18'
8	PW LABOR 36
9	Scissor Lifts 2
Total (USD): \$42,400.00	

Any work performed above and beyond the specifications described above will be billed at a Time & Material rate
 ALL BACKING FOR TRACKS AND SPRINGS SUPPORT PROVIDED BY CONTRACTOR/CUSTOMER.
 All wiring provided by customer.
 The above quote is based solely on information provided by the customer. No formal specifications were provided. If conditions are different than the information provided, any additional cost will be passed on to the purchaser.
 Lifting equipment (Scissor Lifts) provided by Overhead Door Company of Bellingham
 Does not include any state or local sales taxes
 Price includes all Travel, Labor, and Material

Terms and Conditions

- PRICE CHANGES & DELAYS:** Due to ongoing rising supply chain costs as well as the continued impact of the COVID-19 pandemic, this price and projected lead time are subject to change. Purchaser will be notified of any increase prior to any increase being applied. Purchaser will be notified of delay outside our reasonable control. A change order to current contract will be made to incorporate any/all price increases.
- ~~LATE CHARGES: In accordance with the above payment terms, a 1.5% late fee compounding monthly will be applied to all past due invoices and/or owing accounts. Purchaser agrees that door, opener and materials shall remain in Seller's ownership until paid in full.~~
- ~~DEFAULTS & ATTORNEY FEES: In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for all collection costs, including attorneys' fees.~~
- BY OTHERS:** Jambs, spring pads, backing, and all wiring to motors and control stations, unless otherwise stated, are not included in this proposal.
- CONTINGENCIES:** Agreement is contingent upon strikes, accidents, site condition, change in work scope or delays beyond our control.
- CHANGE ORDERS:** All change order work must be approved and signed prior to ordering additional materials and commencement of associated work.
- CHARGES FOR CONTRACT CHANGES:** This contract constitutes the sole and complete agreement between Purchaser and Seller, and is subject to additional charges should changes or cancellations be required. No refund is allowable on special order items or products installed at the jobsite. Standard stock items returned in like-new condition are subject to a 15% restocking charge, pending manager approval.
- CONTRACTS:** This proposal to be incorporated into any and all contracts.

Payment Details

202 Ohio St. | Bellingham, WA 98225 | 360-734-5960 | www.ohdbellingham.com

SQDF009564-1



OVERDOO-22

SANDERSON2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 401 Union St 31st Fl Seattle, WA 98101	CONTACT NAME:	PHONE (A/C, No, Ext): (425) 740-5200	FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Overhead Door Company of Bellingham, LLC 202 Ohio Street Bellingham, WA 98225	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : RLI Group		00000
	INSURER B : Contractors Bonding and Insurance Company		37206
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	RKA0400457	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CKA0400657	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CKA0400658	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RKA0400457	7/1/2023	7/1/2024	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Whatcom Transit Authority is Additional Insured with respect to the General Liability per form attached. General Liability is Primary and Non-Contributory per form attached. Waiver of Subrogation applies to the General Liability per form attached.

CERTIFICATE HOLDER Whatcom Transit Authority 4011 Bakerview Spur Bellingham, WA 98226	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WHERE REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (Optional)

Name of Additional Insured Persons or Organizations (as required by "written contract" per Paragraph A. below)	Locations of Covered Operations (per "written contract", provided the location is within the "coverage territory" of this Coverage Part)

A. WHO IS AN INSURED (Section II) is amended to include as an insured:

1. Any person(s) or organization(s) whom you are required pursuant to a "written contract" to add as an additional insured on this policy; and
2. The particular person or organization, if any, scheduled above.

B. When required in the "written contract", the coverage provided to the additional insured under this policy shall be primary and non-contributory to the additional insured subject to the limitations set forth below.

C. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations as specified in the "written contract".

When required in the "written contract", the coverage provided to the additional insured by this endorsement will apply to "bodily injury" or "property damage" arising out of the "products-completed

operations hazard".

2. The Limits of Insurance applicable to the additional insured are the lesser of the available limits in this policy, or those limits you agreed to provide in the "written contract".
3. With respect to the coverage provided under this endorsement, the following duties are added to **Section IV – Commercial General Liability Conditions, paragraph 2. Duties In The Event of Occurrence, Offense, Claim or Suit:**
 - e. An additional insured under this endorsement will as soon as practicable:
 - (1) Give written notice of an "occurrence" to us which may result in a claim or "suit" under this insurance;
 - (2) Agree to trigger or activate any other insurance which the additional insured has for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.
4. If required by the "written contract", we waive the right of recovery we may have against the additional insured to which this endorsement applies for payments we make for "bodily injury" or "property damage" arising out of "your work" on the "written contract".

Policy Number:

5. Unless otherwise agreed in the "written contract", this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis that is available to the additional insured.

D. SECTION V – DEFINITIONS is amended to include the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on

this Coverage Part, provided the contract or agreement is:

1. Valid and legally enforceable;
2. Currently in effect or becoming effective during the term of this policy; and
3. Executed prior to an "occurrence" resulting in "bodily injury" or "property damage" for which the additional insured seeks coverage under this Coverage Part.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.