

**CONTRACTUAL AGREEMENT
ON CALL GRAPHIC DESIGNER**

This AGREEMENT (Agreement) is made and entered into between D2 Creative, LLC, a Washington State Limited Liability Corporation, (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 on-call graphic design services.

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. Request for Proposal 2023-041
 - d. Request for Proposal 2023-041, Addenda 1
 - e. CONTRACTOR completed Submission Package, Exhibits A - F
2. **TERM AND TERMINATION:** The term of this agreement shall commence on the execution date below through October 31, 2026. WTA may, at its sole option, extend the Agreement for one (1) additional two (2) year term for a not to exceed term of five (5) years.
3. **COST and PAYMENT:** Contractor will invoice WTA no later than the 15th of each month. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Invoices for the previous year must be submitted no later than January 15th. WTA will refuse payment for previous year invoices submitted past this date.

Payment will be based on Net thirty (30) day terms.

Travel will be pre-authorized in writing by WTA. Travel costs will be reimbursed only for pre-authorized travel as outlined in Request for Proposal 2023-041 Part 5.B.

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. 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

WTA reserves the right to approve, deny, or negotiate any price adjustments.

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:
720 Market Street
Kirkland, WA 98033
charles@thinkd2.com
425-605-9538

6. **REGISTRATION:** 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. **EXPRESSION OF TERMS:** 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: Tuesday, October 10, 2023

Les Reardanz
General Manager
4011 Bakerview Spur
Bellingham, WA 98226

CONTRACTOR:

Charles Leinas

Signed: Tuesday, October 10, 2023

Charles Leinas
Marketing & Business Development Manager
720 Market Street
Kirkland, WA 98033