

CONTRACTUAL SERVICE AGREEMENT
Vactor Truck & Operator


This CONTRACTUAL SERVICE AGREEMENT (Agreement) is made between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington Public Transportation Benefit Area, and Western Refinery Services, Inc. (WRS) for lot sweeping and vactor truck service in response to Invitation to Bid 2019-194 (ITB). The Agreement term is for two (2) years. WTA, at its option, may renew the contract for two (2) options to renew at two (2) years each for a total of six (6) years.

WTA and WRS agree:

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 final price sheet dated March 28, 2019 (Price Sheet)
 - The ITB and all Appendices released February 26, 2019
2. CONTRACTOR shall perform all the work required by the scope of work referenced above, in particular the ITB, Part 2.C.
3. WTA shall pay CONTRACTOR in US funds for services provided to the address below, pursuant to the terms and conditions set out in this Agreement and in the ITB Part 5.A, and in the sums set out in the Price Sheet.
4. 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.
5. CONTRACTOR will be responsible for filing an Intent to Pay Prevailing Wage with Washington State Department of Labor at the beginning of the Agreement and at the start of each renewal period, if any. At the close of each two (2) year term, CONTRACTOR will file an Affidavit of Wages Paid with Washington State Department of Labor. Failure to do so will be considered a material breach, and WTA reserves the right to terminate the Agreement.
6. CONTRACTOR will maintain insurance that meets the terms and limits as outlined in ITB Part 5B, and provide proof of insurance as well as all required endorsements each year the Agreement is in effect. Failure to provide proof in insurance will be considered a material breach, and WTA reserves the right to terminate the Agreement.
7. No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Agreement shall be effective without and until written consent of WTA's Procurement & Grants Coordinator and Contractor. Oral changes, amendments or agreements are not permitted and shall not be paid for by WTA. Only WTA's Procurement & Grants Coordinator 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.
8. The parties agree that this Agreement is the complete expression of the terms and conditions relating to the proposed services to be provided. Any oral representation or understandings not incorporated are excluded. Failure to comply with any of the provisions shall constitute material breach of contract and be cause for termination of this Agreement. 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 any provision of this Agreement.

EXECUTED this 3 day of May 2019

WTA:


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

WRS:


Ryan Likkel, Secretary/Treasurer
Western Refinery Services, Inc.
2380 Grandview Rd.
Ferndale, WA 98248