

## CONTRACTUAL SERVICE AGREEMENT

### Maintenance Operations Administration Building (MOAB) Remodel Phase 2

This CONTRACTUAL SERVICE AGREEMENT ("Agreement") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington Public Transportation Benefit Area formed under RCW Chapter 36.57A, and REGENCY NW CONSTRUCTION, INC. a Washington registered corporation (CONTRACTOR). CONTRACTOR agrees to provide WTA General Contracting to remodel the second (2<sup>nd</sup>) floor of WTA's Maintenance and Operations Base (MOAB) located at 4011 Bakerview Spur, Bellingham WA. WTA and CONTRACTOR agree to a not to exceed amount of Three Hundred Sixty-Five Thousand and No 00/100 Dollars (\$365,000) before sales tax, with project completion to occur within one hundred twenty (120) calendar days from the date work commences.

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 and exhibits, dated 10/27/2021
  - CONTRACTOR bid price dated October 6, 2021
  - Invitation to Bid 2021-231 Addenda
    - # 1 issued September 21, 2021
    - # 2 issued October 1, 2021
  - Invitation to Bid 2021-231, and all Drawings released September 7, 2021
2. CONTRACTOR shall perform all the work required by all Divisions of ITB 2021-231, as well as all perform such work in compliance with all specifications and drawings listed in Section 00 01 15 of ITB 2021-231. In cases of conflict between the specifications and drawings, the most restrictive shall govern.
3. The Agreement term and the period in which CONTRACTOR shall complete all work is for one hundred twenty (120) days from the date Notice to Proceed is issued by WTA's Procurement & Contracts Manager, with any needed time extension being executed through the change order process outlined in ITB 2021-231, Division 01, Section 01 26 00.
4. CONTRACTOR and all Sub-CONTRACTORS agree to file an Intent to Pay Prevailing Wage with Washington State Labor & Industries (L&I). The intent must be approved by L&I before invoice payments will be made. CONTRACTOR and all Sub-CONTRACTORS will also file an Affidavit of Wages Paid following final acceptance each year the Agreement is in effect per RCW 39.12.020. This will be done at no extra cost to WTA.
5. Prevailing Wages will be paid based on October 6, 2021 rates for Whatcom County, Washington. These rates will coincide with labor classifications on the schedule of values submitted by CONTRACTOR.
6. WTA reserves the right to conduct onsite inspections of work, and interview employees to verify that prevailing wage is being received.
7. WTA will retain five percent (5%) of all progress payments to be held as retainage. CONTRACTOR requires WTA to (check one)
  - Hold Retainage
  - Place Retainage in an Interest Bearing Account
  - Place Retainage in an Escrow Account *Escrow Company:* \_\_\_\_\_
  - Accept Bond for Total Retainage

Agreement. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of all provisions.

17. 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 27th day of October, 2021

WTA: Les Reardanz

Signed: Friday, October 29, 2021  
Les Reardanz, General Manager  
Whatcom Transportation Authority  
4011 Bakerview Spur  
Bellingham, WA 98226

CONTRACTOR:  


Brian Foote, President  
Regency NW Construction, Inc.  
15600 NE 8<sup>th</sup> St., Suite B1 #440  
Bellevue, WA 98008