

CONSULTING SERVICES AGREEMENT
Intelligent Transportation Systems Consultant

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into between ARCADIS, a California Partnership, ("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 professional Intelligent Transportation Systems ("ITS") consulting services according to the terms and conditions set forth below.

WTA and CONTRACTOR agree as follows:

1. **ORDER OF PRECEDENCE:** In addition to this document, the Agreement documents, the terms of which comprise the entire agreement between WTA and CONTRACTOR concerning the Scope of Work, and which are hereby incorporated by reference, consist of the following, in order of precedence:
 - a. This Agreement;
 - b. Federal Terms and Conditions (Appendix A);
 - c. WTA General Terms and Conditions (Appendix B);
 - d. WTA's Request for Proposals 2023-052 (the "RFP") (Appendix C);
 - e. CONTRACTOR's completed Submission Package (Appendix D); and
 - f. Task Orders / Purchase Orders issued to CONTRACTOR by WTA.
2. **RESPONSIBLE OFFICERS**
 - a. WTA designates Josh Nylander, IT Director, as its Project Manager for all work or services requested by WTA under this Agreement (the "Project") the Project. The Project Manager shall be WTA's liaison officer to the CONTRACTOR with respect to the Project.
 - b. CONTRACTOR designates Paul Lavallee, Director, US Sector Lead, Intelligence, as its Representative for the Project. The CONTRACTOR's Representative shall be its liaison officer to WTA with respect to the Project.
 - c. Either party may substitute a new Project Manager or CONTRACTOR'S Representative for matters pertaining to the Project by notifying the other party in writing. The Project Manager or CONTRACTOR'S Representative may delegate responsibility for managing particular projects or task orders to other authorized employees.
3. **SCOPE OF WORK:** CONTRACTOR agrees to perform ITS services for WTA as requested from time to time pursuant to the Task Order Process outlined in Section 2.C.3 of the RFP.
4. **TERM AND TERMINATION:**
 - a. The term of this Agreement shall commence on the date fully executed by all parties and shall end on October 31, 2025.
 - b. WTA shall have the right to extend the term of this Agreement for two (2) additional two (2) year periods. WTA shall provide CONTRACTOR with written notice of such extension no later than thirty (30) days prior to the end of the term. The terms and conditions for such extended period shall be those conditions of this Agreement. The total Agreement term shall not exceed six (6) years ("Potential Term").
 - c. In the event any Task Order remains outstanding at the end of the Term, the parties shall execute a written extension of the term under the then-existing terms and conditions of the Agreement, which shall extend until such date as the outstanding Task Order is complete.
5. **COST and PAYMENT:**
 - a. The maximum amount payable to the CONTRACTOR under this Agreement shall not exceed **\$500,000.00** over the Potential Term.

- b. WTA shall pay CONTRACTOR for the services pursuant to the Total Hourly Rates Schedule listed in CONTRACTOR's completed Submission Package at Exhibit D: Proposal Cost (the "Rate Schedule"). If an additional classification and/or rate is needed that is not included in the Submission Package, it shall be specifically included in the Task Order and approved by WTA in writing prior to Task Order execution.
- c. WTA shall pay CONTRACTOR at Net 30 terms from the date of invoice receipt. CONTRACTOR shall submit invoices no later than the 15th of the month following work performance. WTA reserves the right to refuse payment on invoices for work that was completed more than sixty (60) days prior to the invoice receipt. Year-end invoices shall be submitted no later than January 20 of the following year unless otherwise approved in writing by WTA's Accounting Manager or designee.
- d. Travel costs shall be reimbursed as outlined in the RFP, at Part 5.B.
- e. WTA shall pay CONTRACTOR in US funds for the services provided to the address listed below.
- f. Invoices shall be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address listed below.
- g. CONTRACTOR may request an economic price adjustment to the Rate Schedule by providing written notice to WTA at least thirty (30) days prior to the Agreement anniversary date. WTA reserves the right to approve, deny, or negotiate any requested price adjustments. Price adjustments shall be calculated using the CPI-W with the following parameters to obtain the Series ID CWURS49DSAGS:

- CPI: Urban Wage Earners and Clerical Workers (CPI-W)
- Not Seasonally Adjusted
- AREA: Seattle-Tacoma-Bellevue, WA
- BASE: Current
- ITEM: OTHER PERSONAL SERVICES
- PERIODICITY: Monthly

Price increases may not exceed 10% of the original contracted amount. CONTRACTOR shall submit documentation in support of any requested adjustment, which may include, without limitation, actual receipts, maintenance logs with costs, or subcontractor invoices.

6. **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.

7. **NOTICES:** All notices required under this Agreement shall be provided to:

WTA
 ATTN: Procurement
 4011 Bakerview Spur
 Bellingham, WA 98226
procurement@ridewta.com
 360-788-9339

ARCADIS, A California Partnership
 ATTN: Paul Lavalley
 18401 Von Karman Ave, Suite 300
 Irvine, CA 92612
paul.lavalley@arcadis.com
 206-521-9091 ext. 56322

8. CONTRACTOR shall, throughout the term of this Agreement, maintain an active business license with the Washington State Secretary of State as a foreign general partnership doing business within the State of Washington, and shall maintain a registered agent in the state of Washington.

9. The parties agree that this Agreement is the complete expression of the terms. Any oral representation or understandings not incorporated herein are excluded. Failure to comply with any of the provisions shall constitute a material breach of the Agreement and shall 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.

10. **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.
11. **ACTUAL AUTHORITY:** The parties below confirm and attest that they have actual authority to bind WTA and CONTRACTOR to the Agreement.

EXECUTED this 31ST day of October, 2023.

WTA:



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

CONTRACTOR:



Paul Lavallee
Director, US Sector Lead, Intelligence
Arcadis, A California Partnership
18401 Von Karman Ave, Suite 300
Irvine, CA 92612



Lee Ann Mangin
Director, Subsector Lead - Services
Arcadis, A California Partnership
18401 Von Karman Ave, Suite 300
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