

**CONTRACTUAL SERVICE AGREEMENT
ON-CALL ARCHITECT & ENGINEERING**

This CONTRACTUAL SERVICE AGREEMENT (Agreement) is made and entered into between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington Public Transportation Benefit Area, and KPFF, INC., a Washington state corporation (CONTRACTOR).

WTA and CONTRACTOR agree as follows:

CONTRACTOR hereby agrees to provide WTA with on call Architect & Engineering services, for an initial term of Two (2) Years to commence on 3/1/2021, pursuant to the following agreed terms and conditions:

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
 - Request for Qualifications 2020-306 Appendix A, General Terms and Conditions
 - Request for Qualifications 2020-306 released October 30, 2020
 - CONTRACTOR Proposal submitted November 30, 2020
 - CONTRACTOR Rate Schedule submitted February 5, 2021
 - CONTRACTOR completed Exhibits from Request for Qualifications 2020-306
2. CONTRACTOR shall perform all the work required by the scope of work published in the RFQ referenced above.
3. WTA may, at its option, renew the agreement for two (2) extensions of two (2) years each after initial two (2) year term. Renewal will be by amendment executed by both parties.
4. WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below. The total not-to-exceed value of the contract equals \$500,000.00.
5. Work will be issued using the Task Order Process outlined in Section 2.D.1 of RFQ 2020-306. WTA and CONTRACTOR will negotiate profit for each task order and any change to the task order.
6. 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. The change order process is outlined in Contract Appendix A. 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, be accompanied by relevant cost data and scope change, 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 will be provided to:

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| WTA ATTN: Procurement 4011 Bakerview Spur Bellingham, WA 98226 procurement@ridewta.com 360-788-9332 | CONTRACTOR ATTN: Zach Gray 1601 5 th Ave., Ste 1600 Seattle, WA 98101 206-926-0590 zach.gray@kpff.com |
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8. Invoices will be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address provided. Payment will be made in Net 30 Terms from the date of invoice acceptance. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt.

9. 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.
10. 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.
11. 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.

WTA:



Signed: Friday, February 26, 2021

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

CONTRACTOR:



Signed: Friday, February 26, 2021

Ron Leimkuhler, Principal
KPFF, INC.
1605 5TH AVE, STE 1300
SEATTLE, WA 98101