

**CONTRACTUAL SERVICE AGREEMENT  
JOB ORDER CONTRACTING CONSULTING SERVICES**

This AGREEMENT is made and entered into this 5<sup>th</sup>, day of June, 2019 (the "Effective Date") between WHATCOM TRANSPORTATION AUTHORITY ("WTA"), a Washington Public Transportation Benefit Area, and THE GORDIAN GROUP, INC ("CONTRACTOR"), a Georgia corporation licensed to do business in the State of Washington. WTA wishes to engage CONTRACTOR to provide Job Order Contracting ("JOC") Consulting Services pursuant to the terms and conditions as set forth in that Agreement for Professional Services dated February 17, 2016 between CONTRACTOR and Snohomish County under RFP 23-15DW, as amended, a true and correct copy of which is attached hereto and incorporated by reference as Exhibit B (the "Snohomish Contract"). This Agreement is made pursuant to the an Intergovernmental Cooperative Purchasing Agreement dated May 1, 2019, between WTA and Snohomish County, authorizing WTA to independently, purchase goods and/or services using competitively sourced contracts made with Snohomish County.

WTA and CONTRACTOR agree as follows:

1. The terms and conditions of this Agreement are set forth in the following documents, which are listed in order of precedence and hereby incorporated by reference:
  - This Agreement and its exhibits
  - WTA General Contract Terms & Conditions ("WTA Terms") (Exhibit A)
  - The Snohomish Contract (Exhibit B)
  - Contractor response to Snohomish County RFP 23-15DW (Exhibit C)
  - Snohomish County RFP 23-15DW (Exhibit D)
2. Contractor shall provide to WTA those services outlined in Schedule A of the Snohomish Contract (the "Consulting Services").
3. Subject to WTA's right to terminate, the term of this Agreement shall commence on the Effective Date and terminate on May 17, 2020 (the "Term"). The Term may be extended for an additional period(s) of one (1) year thereafter at the sole discretion of WTA and agreement of CONTRACTOR, by written notice from WTA to CONTRACTOR provided the same extension has been exercised between Snohomish County and CONTRACTOR, and WTA has statutory authority to contract for the services. However, the Term shall automatically terminate in the event and at the same time that the Snohomish Contract is terminated.
4. WTA shall pay CONTRACTOR a fee for the Consulting Services payable in U.S. funds at Net 30 Terms to the address set forth below, as described on Schedule B to the Snohomish Contract.
5. WTA's General Manager or designee must approve any change orders in writing. Parts or service provided without WTA's written consent need not be paid for by WTA. WTA reserves the right to add or delete products from this contract, and will make appropriate adjustments to the contract price.
6. The parties agree that this Agreement and its exhibits 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 contract 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.
7. In the event that there is any difference or conflict between the WTA Terms and the Snohomish Contract, the WTA Terms shall govern unconditionally. In the event that there is any difference or

conflict between this Agreement and the Snohomish Contract, this Agreement shall govern unconditionally

8. Throughout the Term and any extension, CONTRACTOR shall maintain and retain its status as an active foreign corporation in the state of Washington, and licensed to do business in the State of Washington.
9. All applicable obligations and rights to the "County" under the Snohomish Contract shall apply and extend to WTA, unless otherwise modified herein.
10. CONTRACTOR and any sub-Contractors will not begin the Consulting Services until proof of insurance has been received and approved by WTA's Procurement and Grants Coordinator. The CONTRACTOR and any sub-Contractor must maintain insurance during the course of the Agreement plus three (3) years after the date of final acceptance. These insurance limits and coverages will not be reduced, or negotiated.

WTA reserves the right to approve the security of the insurance coverages provided by the Insurance Company(ies), terms, conditions, and the Certificate of Insurance. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Failure of CONTRACTOR to fully comply with these requirements will be considered a material breach of the Agreement and will be cause for immediate termination at the option of WTA.

CONTRACTOR shall maintain the minimum insurance coverages set forth below. By requiring minimum insurance, WTA shall not be responsible for assessing the risk applicable to the CONTRACTOR and CONTRACTOR shall assess its own risks and if it deems appropriate and prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

- a. Commercial General Liability Coverage to include:
  - Premises and Operations
  - Products/Completed Operations
  - Liability assumed under an Insured Contract (including defense costs assumed under contract)
  - Broad Form Property Damage
  - Independent Contractors
  - Personal/Advertising Injury
  - Stop Gap Liability
- b. Automobile Liability including all
  - Owned Vehicles
  - Non-Owned Vehicles
  - Hired Vehicles
  - Stop Gap Liability
- c. Workers Compensation
  - As required by the State of Washington Labor & Industries
  - Stop Gap Liability

d. Umbrella Liability

- Excess of Commercial General Liability, Automobile Liability Limits

e. Additional Endorsements. The following must be furnished separately from the Certificate of Liability:

- Additional Insured Endorsement naming "WTA Agents & Employee's" for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming "WTA Agents & Employee's" for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming "WTA Agents & Employee's". Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

d. Minimum Required Limits

CONTRACTOR shall carry the following minimum limits of liability:

**Commercial General Liability**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Limit	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Payments (Any One Person)	\$5,000

**Automobile Liability**

Bodily Injury/Property damage (Each Accident)	\$1,000,000
Personal Injury Protection (if applicable)	Statutory

**Worker's Compensation**

Show Worker's Compensation L&I Number

**Umbrella Liability**

Each Occurrence	\$	1,000,000
General Aggregate Limit	\$	1,000,000
Products/Completed Operations Aggregate	\$	1,000,000

Required insurance coverages shall be maintained throughout the term of this Agreement and, except for Automobile Liability and Worker's Compensation, a period of three (3) years after the date of substantial completion of the entire project. CONTRACTOR shall promptly advise WTA in the event any general aggregates or other aggregate limits are reduced below the required per occurrence limit. At their own expense CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish WTA a new Certificate of Insurance showing such coverage is in force.

CONTRACTOR is required to ensure all sub-Contractors and sub-sub-Contractors are insured under the CONTRACTOR's policy(ies) or forward separate Certificate of Insurance and mandatory endorsements reflecting the same coverages. All sub-Contractors and sub-sub-Contractors are required to comply with the coverages and limit requirements outlined in this document.

e. Additional Requirements