

CONTRACTUAL AGREEMENT
LANDSCAPE MAINTENANCE & SNOW/ICE RESPONSE

This AGREEMENT (Agreement) is made and entered into between WINDWOOD ENTERPRISES, INC., a Washington State Corporation, (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 Landscape Maintenance Services specified Scope of Work referenced in Invitation to Bid 2023-001 for an initial term of three (3) years.

WTA and CONTRACTOR agree as follows:

1. **ORDER OF PRECEDENCE:** The Contract Documents which comprise the entire agreement between WTA and CONTRACTOR concerning the Work consist of the following. Where there is a conflict between documents, the most restrictive will prevail:
 - a. This Agreement
 - b. Appendix A Contract Terms and Conditions
 - c. Invitation to Bid 2022-001
 - d. CONTRACTOR completed Exhibits A – F
 - e. Appendices D – I.1

2. **TERM AND TERMINATION:** The term of this agreement shall commence on the execution date below through APRIL 30, 2026.

There is one (1) additional contract term of three (3) years, which can be exercised at WTA's sole option with both parties written approval.

3. **COST and PAYMENT:** WTA shall pay CONTRACTOR at Net 30 terms from date of invoice receipt in the amounts specified in Exhibit C, Bid Cost. Contractor will submit invoices no later than the 5th of the month following work performance. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Yearend invoices will be submitted no later than January 20 each year unless otherwise approved in writing by WTA's Accounting Manager or designee.

WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below.

Invoices will be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address below.

CONTRACTOR may request an increase in contract labor cost in conjunction with WA State Prevailing Wage Updates. Request must be received no less than thirty (30) days prior to the increase.

Equipment and Material fees may be requested annually no less than thirty (30) days prior to the contract anniversary date. WTA reserves the right to request additional information supporting the increase including but not limited to invoices and maintenance receipts.

4. **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.
5. **INTENTS & AFFIDAVITS:** Pursuant to RCW Chapter 39.12.040, Contractor will file Intent to Pay Prevailing Wage form with the State of Washington at each contract renewal. Contractor shall also file an Affidavit of Wages Paid at the end of each contract term.

WTA will not pay invoices submitted without approved Intents and will not pay final invoice of the Contract or Contract Period without approved Affidavit.

6. **NOTICES:** All notices will be provided to:

WTA
ATTN: Procurement
4011 Bakerview Spur
Bellingham, WA 98226
procurement@ridewta.com
360-788-9332

CONTRACTOR
ATTN: RILEY GUNDERSEN
6019 Portal Way
Ferndale, WA 98248
rileyg@rwindwoodent.com
360-380-4000

7. **REGISTRATION:** 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.
8. **WAIVER:** 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.
9. **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.
10. **ACTUAL AUTHORITY:** The parties below confirm and attest that they have actual authority to bind WTA and CONTRACTOR to an agreement.

WTA:

Les Reardanz

Signed: Monday, March 20, 2023

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

CONTRACTOR:

Riley Gundersen

Signed: Monday, March 20, 2023

Riley Gundersen, Maintenance Manager
Windwood Enterprises, Inc.
6019 Portal Way
Ferndale, WA 98226

