



MEMORANDUM OF AGREEMENT FOR PUBLIC WORK (\$50,000 OR LESS)

Pacific Facility Solutions – Whatcom Transportation Authority

October 2, 2026

Kristopher Carlton
Pacific Facility Solutions
Po Box 5751
Bellingham WA 98227

Re: Memorandum of Agreement for Public Work (\$50,000 or Less)

Dear Kristopher:

This Memorandum of Agreement for Public Work (\$50,000 or Less) ("Agreement") confirms that Whatcom Transportation Authority ("WTA") has contracted with Pacific Facility Solutions ("Contractor") to do the following Scope of Work:

Contractor shall provide labor, materials, and equipment to sand and scrape peeling paint and rust from the pillars and beams on both sides of the transit station, prime prepared surfaces with ProCryl primer, and apply Sher-Cryl paint to match the existing color. Work shall be completed one section at a time, with a lift onsite as needed. For further details, see Exhibit A which is attached and incorporated by this reference.

Termination Date: The services described in the Scope of Work shall be substantially completed no later than December 1, 2026. Notwithstanding the completion of services, this Agreement shall remain in effect through December 31, 2026, to allow for project closeout, final invoicing, and completion of any remaining administrative requirements. Contractor will be paid on the basis of invoices submitted for work satisfactorily completed.

The Contract Price shall not exceed **\$50,000**, which is the applicable micro-purchase threshold for this procurement. No change orders, additional work, or other increases to the Contract Price will be permitted if they would cause the total Contract Price to exceed \$50,000.

WTA has a pending Rule 171 tax determination to confirm whether sales tax is applicable to the Work. The Contract is being processed before that determination is finalized so that the project can be completed and closed out by the end of the calendar year for budget purposes. The current project amount is \$45,000 before any applicable tax. If the Rule 171 determination confirms that tax is required, the Contract Price, including applicable tax, shall not exceed \$50,000.

RCW 39.12.040 requires that contractors and subcontractors pay prevailing wages on all public works. Accordingly, Contractor is required to submit a prevailing wages *Statement of Intent* and an *Affidavit* online through the Washington Department of Labor and Industries portal, and any other required documents.



Contractor shall provide a current Certificate of Insurance on an ACORD form or its equivalent evidencing the following minimum coverages and limits:

- Commercial General Liability (CGL): \$1,000,000 per occurrence; \$2,000,000 in the aggregate.
- Automobile Insurance: \$1,000,000 combined single limit per accident.
- Workers' Compensation: Statutory Amount.

CGL limits **may be** met through any combination of primary, umbrella, or excess coverage. Contractor's CGL policy shall:

- a) Be primary and not seek contribution from any insurance maintained by WTA;
- b) Include a waiver of subrogation against WTA ; and
- c) Provide additional insured coverage to WTA , including for both ongoing and completed operations. Completed operations coverage must remain in place for a minimum of 3 years following substantial completion of the project.

Endorsements or policy language evidencing the above coverages shall be referenced in and attached to Contractor's Certificate of Insurance.

Contractor shall defend, indemnify and hold harmless WTA from all liabilities arising out of Contractor's negligent acts or omissions in performing the work under this Agreement. If such liabilities arise out of the concurrent negligence of Contractor and WTA, then Contractor's obligations under this clause shall apply only to the extent of Contractor's negligence. CONTRACTOR WAIVES IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, FOR THE LIMITED PURPOSE OF EFFECTUATING ITS OBLIGATIONS TO WTA UNDER THIS CLAUSE WITH REGARD TO ANY CLAIMS ASSERTED AGAINST WTA BY CONTRACTOR'S EMPLOYEES.

Please sign and complete the "Agreed and accepted by" portion below and return to WTA with a copy of the insurance certificate and necessary endorsements before you begin the project. Thank you for your cooperation. WTA looks forward to working with you.

Sincerely,

 Ric
10/5/26
WTA Department Director

Agreed and accepted by:



CEO

Authorized Signature

EXHIBIT A**Estimate**

Po Box 5751
 Bellingham WA 98227
 (855) 444-8736
 Workrequests@pacificfs.net

ESTIMATE #	7594
DATE	
PO #	

CUSTOMER
Whatcom Transit Authority Devon DeBoer 4011 Bakerview Spur Bellingham, Washington, 98226-8066 (360) 201-6440 devond@ridewta.com

SERVICE LOCATION
Whatcom Transit Authority WTA 4194 Cordata Pkwy Bellingham, Washington, 98226 (360) 201-6440 devond@ridewta.com

DESCRIPTION	This bid is for sanding and scraping all peeling paint and rust on pillars and beams on both sides of the transit station. All areas needing preparation will be primed with ProCryl primer and top coated with Sher-Cryl paint. The color will match existing. We will close down one section and a time to prep and paint. A lift will be onsite throughout the duration of this project. All product information is provided in the documents of this bid. Prior to starting work drawdowns will be provided for each product. During the scope of work all documents will be available onsite. This is a prevailing wage job. All supporting documents will be provided upon acceptance of this bid. High Vis will be worn during the duration of this project.
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Estimate				
Description	Qty	Rate	Tax	Total
*Bid (Clearing Account)	1.00	\$45,000.00	\$0.0000	\$45,000.00
Bellingham, WA (3701)		9.2000%		\$0.00

CUSTOMER MESSAGE
Sales Tax and Permit Fee will be determined at the end of the project and will be added to the final invoice. Thank you for your business! Estimates are valid for 15 days. Final sales tax is applied at the effective rate at the time of billing.

Estimate Total:**\$45,000.00**

EXHIBIT A

TERMS AND CONDITIONS

NOTICE TO CUSTOMER

Terms and conditions are binding upon the parties. Do not sign this contract before reading and agreeing to all provisions herein. **Taxes are not included in Estimates unless requested. Estimate expires after 15 days unless otherwise stated.**

NOTICE TO OWNER

Under Washington law, those who furnish labor, professional services, materials, or equipment for the repair, remodel, or alteration of an owner-occupant principle residence and who are not paid, have a right to enforce their claim for payment against the owner's property. This claim is known as a construction lien.

The law limits the amount that a lien claimant can claim against your property. Claims may only be made against that portion of the contract price relating to materials, equipment, or professional services you have not yet paid to your prime contractor as of the time this Notice or Right to Claim Lien was given to you, or three (3) days after Notice of Right to Claim Lien was mailed to you.

RESPONSIBILITIES OF CUSTOMER

Customer represents that, except as described in the request for service, all plumbing, heating and air conditioning and drain systems are in good repair and condition and agrees to hold Pacific Facility Solutions, Inc. harmless of discovery of defective conditions, including but not limited to the following:

1. Improper or faulty plumbing, 2. Rusted or defective pipes, 3. Acids in the drain system, 4. Lines that are settled or broken, 5. Existing illegal conditions, 6. Defective roofing, 7. Electrical defects, 8. Faulty air movement, 9. Concealed conditions

EXCLUSIONS AND LIMITATIONS

Customer's right to repair and replacement are the exclusive remedies and Pacific Facility Solutions, Inc. shall not be liable for incidental or consequential damages resulting from the materials provided for in this contract. Pacific Facility Solutions, Inc. is not responsible for the following which are excluded from the coverage of this limited warranty. Pacific Facility Solutions, Inc. is not responsible for the following which are excluded from the coverage of this limited warranty.

- Defective conditions listed under the above "Responsibilities of the Customer"
- Work performed by or materials installed by others not in this agreement
- Defects and failures from mistreatment or neglect

This limited warranty is the only express warranty Pacific Facility Solutions, Inc. gives. IMPLIED WARRANTIES, including, but not limited to, warranties of merchantability and fitness for particular purpose, are limited to a duration of ninety (90) days from the date of completion.

PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including, but not limited to, carpets, rugs, shrubs, and plantings and Pacific Facility Solutions, Inc. shall not be responsible for said items. Nor shall Pacific Facility Solutions, Inc. be held responsible for the natural consequences of Pacific Facility Solutions, Inc. work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets and other appurtenances to residences of other real property.

Pacific Facility Solutions, Inc. shall not be held responsible for damage to personal property, real property, or any improvements to real property caused by persons delivering materials or equipment r keeping gates and doors closed for children and animals.

ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for, or on their behalf, or by any commitment, or arrangement not set forth herein. The agreement jointly and severally all signing as Pacific Facility Solutions, Inc., their heirs, representatives, successors and assigns.