



MEMORANDUM OF AGREEMENT FOR NON-PUBLIC WORK SERVICES

(\$50,000 OR LESS)

Northwest Fire Systems – Whatcom Transportation Authority

October 28, 2026

Kevin Hays
Northwest Fire Systems
22645 83rd Ave South
Kent, Washington 98032

Re: Memorandum of Agreement for Non-Public Work Services Subject to Prevailing Wages (\$50,000 or Less)

Dear Kevin:

This Memorandum of Agreement for Non-Public Work Services Subject to Prevailing Wages (\$50,000 or Less) ("Agreement") confirms that Whatcom Transportation Authority ("WTA") has contracted with Northwest Fire Systems ("Contractor") to do the following Scope of Work:

Contractor shall troubleshoot the fire alarm system at WTA Cordata Station, 4194 Cordata Parkway and investigate a recurring daily fire alarm trouble alert occurring during the system's scheduled timer test. **For further details, see Exhibit A attached hereto and incorporated by this reference.**

Contractor shall be paid a lump-sum amount not to exceed **\$847.17**, inclusive of all applicable Washington State sales and use taxes. Payment shall be made upon submission of invoices for work satisfactorily completed. Changes, additions, or modifications to this Agreement shall be binding only if documented in writing and signed by both parties.

RCW 39.12.040 requires that contractors and subcontractors pay prevailing wages on all applicable projects. 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 a 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,

C Campen R.I.C.
WTA Department Director

10 - 28 - 2026
Date

Agreed and accepted by:

[Signature]
Authorized Signature

Printed Name: KEVIN HAYS

Title: ACCOUNT MANAGER

Date: 10/28/2026



EXHIBIT A
From Northwest Fire Systems
22645 83rd Avenue South
Kent WA 98032
206-772-7502

Quote No. 2020953
Type Repair
Prepared By Erekah Letuli
Created On 09/29/2026
Valid Until 11/30/2026

Quote For DES - Whatcom Transit
Authority Remote Bus
Terminal
4194 Cordata Parkway
Bellingham WA 98226

Description of Work

Troubleshooting

Services to be completed

[Alarm Systems] Location - Building

fire alarm trouble alert each day due to what we think is a weak radio signal during the daily timer test

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
LABOR REG	Labor Standard	4	\$163.95	\$655.80
TRUCK	Truck Fee	1	\$95.00	\$95.00
	Fuel Surcharge	1	\$25.00	\$25.00
			GRAND TOTAL	\$775.80

Terms and Conditions

"This quote includes Prevailing Wage rates as per Terms and Conditions outlined in WA DES Contract #27323."

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____