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

Andgar Mechanical LLC – Whatcom Transportation Authority

November 10, 2026

Rob Merritt
Andgar Mechanical LLC
PO Box 2708
Ferndale, Washington 98248

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

Dear Rob:

This Memorandum of Agreement for Public Work ($50,000 or Less) ("Agreement") confirms that Whatcom Transportation Authority ("WTA") has contracted with Andgar Mechanical LLC ("Contractor") to do the following:

Scope of Work: Contractor shall replace the failed gas valve on WTA's rooftop HVAC unit, identified as RTU-1, and verify proper operation of heating mode. All work to occur at 1530 Cornwall Avenue in Bellingham. **For further details, see Exhibit A attached hereto and incorporated by this reference.**

The Contractor shall be paid the lump sum, not-to-exceed amount of **$1,515.70** inclusive of any applicable Washington state sales and use tax. The Contractor will be paid on the basis of invoices submitted for work satisfactorily completed. Changes, additions or modifications to this Agreement will only be binding if they are memorialized in a written document signed by both parties.

RCW 39.12.040 requires that contractors and subcontractors pay prevailing wages on all public work. 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 an 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,

Kim Putich
Kim Putich (Nov 11, 2026 08:43:10 PST)

WTA Department Director

Nov 11, 2026

Date

Agreed and accepted by: Robert P. Merritt

Digitally signed by Robert P. Merritt
DN: C=US, E=robertm@andgar.com, O=Andgar Mechanical LLC, CN=Robert P. Merritt
Date: 2026.11.10 10:39:56-08'00'

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

Andgar Home Comfort & Andgar Mechanical, LLC
PO Box 2708
Ferndale, WA 98248

ESTIMATE	#1917
ESTIMATE DATE	Oct 29, 2026
TOTAL	$1,515.70

Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, WA 98226

(360) 676-6843
ap@ridewta.com

SERVICE ADDRESS

WTA
1530 Cornwall Ave
Bellingham, WA 98225

CONTACT US

(360) 366-9900
servicedept@andgar.com

ESTIMATE

RTU-1 Gas Valve

Services	qty	unit price	amount
Scope of Work	1.0	$0.00	$0.00
During routine maintenance on 10/28/26, RTU-1 would not operate in heating mode. Further troubleshooting determined that the gas valve had failed and requires replacement. This estimate includes the parts, labor at prevailing wage rates, and prevailing wage administration fee necessary to return and replace the failed gas valve. Following replacement, the equipment will be tested in heating mode to verify proper operation of the remaining heating components. Equipment Information: Carrier — RTU-1 Model: 48TCFD09A2A5A0A0GO Serial: 2620P31012 Manufactured: 2020			
Prevailing Wage Administration Fee	1.0	$150.00	$150.00
Prevailing Wage Labor	3.25	$240.00	$780.00
Part Freight	1.0	$18.00	$18.00
Materials	**qty**	**unit price**	**amount**
OEM Gas Valve	1.0	$440.00	$440.00

Subtotal	$1,388.00
Tax (Bellingham 3701 9.2%)	$127.70
Total	**$1,515.70**

If paying by check, please remit with invoice number to - Andgar Mechanical, PO Box 2708, Ferndale, WA 98248

Andgar - Gas Valve Replacement - MOA

Final Audit Report 2026-11-11

Created:	2026-11-10
By:	Nate Kincaid (nateki@ridewta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd8WTImqy_LbbJnj2zV7Of03JpzuGClwA

"Andgar - Gas Valve Replacement - MOA" History

Document digitally presigned by Robert P. Merritt (robertm@andgar.com)
2026-11-10 - 6:39:56 PM GMT

Document created by Nate Kincaid (nateki@ridewta.com)
2026-11-10 - 6:49:15 PM GMT

Document emailed to kimp@ridewta.com for signature
2026-11-10 - 6:50:20 PM GMT

Email viewed by kimp@ridewta.com
2026-11-11 - 4:42:11 PM GMT

Signer kimp@ridewta.com entered name at signing as Kim Putich
2026-11-11 - 4:43:08 PM GMT

Document e-signed by Kim Putich (kimp@ridewta.com)
Signature Date: 2026-11-11 - 4:43:10 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-11-11 - 4:43:10 PM GMT