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

Rogers Machinery Company, Inc. – Whatcom Transportation Authority

November 11, 2026

Jeramy Williford
Rogers Machinery Company, Inc.
PO Box 230429
Portland, Oregon 97281

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

Dear Jeramy:

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

Scope of Work: Contractor shall troubleshoot and repair excessive vibration occurring at low RPM on WTA's Shop Air Compressor No. 1, identified as KIV-25. Work shall also include troubleshoot and repairs relating to recent fault alerts on the compressor, pertaining to the motor inverter. Work shall include diagnosing the cause of the vibration and the cause of the motor inverter faults, and performing the necessary repairs or adjustments to restore normal operating condition. All work to occur at 4011 Bakerview Spur 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 **$2,955.00** 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 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,

WTA Department Director

11/11/2026
Date

Agreed and accepted by:

Authorized Signature

Printed Name: Lauren Lutsch

Title: Office Manager

Date: 11/11/2026

EXHIBIT A

ROGERS®

COMPRESSORS, PUMPS, BLOWERS,
VACUUM SYSTEMS & ENERGY AUDITS

WHATCOM TRANS. AUTHORITY
4011 BAKERVIEW SPUR
BELLINGHAM, WA 98226

Date: 10/29/2026

Attention: CINDY CAMPEN

cindyc@ridewta.com

Evaluation

Rogers Machinery is pleased to provide the following estimate to repair the subject equipment.

The price shown is an estimate only and is subject to revision as repair proceeds. Billing will be based on actual time and materials. Actual disassembly and inspecting time will be billed if we are instructed not to proceed with the service. The prices quoted assume the work will be done during regular working hours, Monday through Friday, 7:00 AM to 5:00 PM, at the labor rate quoted.

We emphasize that, if after further disassembly and/or closer inspection, the original repair estimate will be exceeded, we will contact you immediately for your approval to proceed.

All prices quoted are net E.X.W. our shop except as noted. Due to the volatility of tariffs on parts and products used to service your equipment, prices quoted are subject to import and tariff charges and may change at any time. Prices will be confirmed at time of order entry. Our terms of payment are net 30th prox, subject to approved credit. Prices quoted do not include any Federal, State or local taxes.

Warm regards,

JERAMY WILLIFORD - SERVICE ADMINISTRATOR
jeramy.williford@rogers-machinery.com

FACTORY REPAIR
MODEL: KIV-25-150-460-120H-FLX-UL-3
SERIAL NUMBER: 2336528278

Factory Repair Quote - S/N 2336528278

Part Number	Description	Qty	Amount	Price
	LABOR (Onsite Labor + travel time) @ Prevailing Wage Rate	10	$240.00	$2400.00
	Paperwork Processing for Prevailing Wage	1	$150.00	$150.00
	*TRAVEL/TRIP CHARGE	1	$125.00	$125.00
	SHOP SUPPLIES	1	$31.00	$31.00
			TOTAL	**$2706.00**

***ONLY ONE FLAT FEE TRAVEL CHARGE WILL BE CHARGED PER TRIP.**
The prices quoted are for work at the job site only. The prices quoted assume the work will be done during regular working hours, Monday through Friday, 7:00 AM to 5:00 PM, at the quoted labor rate.

Please note: If you need to cancel a scheduled appointment, we request a minimum of 24 hours' notice. This allows us to adjust our schedule accordingly and accommodate other customers.

Additionally, if our technicians arrive for a scheduled service appointment and are denied access or turned away without prior written notice, you may be responsible for the applicable truck charge and up to 50% of the quoted or allotted labor amount.

All prices quoted are net E.X.W. our shop except as noted. Due to the volatility of tariffs on parts and products used to service your equipment, prices quoted are subject to import and tariff charges and may change at any time. Prices will be confirmed at the time of order entry. Our terms of payment are net 30th, subject to approved credit. Prices quoted do not include any Federal, State, or local taxes.

Our standard Service Warranty on labor and/or parts replaced on this service call is 90 days from the date services are performed.

Thank you for your continued interest in our equipment. If you have any questions or would like additional information, please contact us.