

Request for Statement of Qualifications

RFQ #: GHT-2025-002

Introduction

This request will follow a qualifications-based selection (QBS) process, and the price will be negotiated after the most qualified firm is selected based on the services to be performed.

GHTA is seeking a contract with a driller who will act as the prime contractor to lead this Phase II Environmental Site Assessment with the appropriate subs, such as the lab, waste hauler, and subsurface utility locator. The prime contractor should expect that their schedule needs to be flexible due to the approval wait times from state and federal agencies. GHTA will retain an environmental consultant separately to log borings and collect soil and groundwater samples during the drilling activities.

Location: Property on the northwest side of the crossroads between Gavett Lane and Clemons Road.

Google Location: https://www.google.com/maps/@46.983935,-123.6566418,970m/data=!3m1!1e3?entry=tту&_ep=EgoyMDI1MDIxOS4xIKXMDSOASAFAQAw%3D%3D

Parcel Number: 170803410000

Parcel Map:

<https://graysharborwa.mapgeo.io/datasets/properties?abuttersDistance=100&latlng=46.984394%2C-123.648083&previewId=170803410000&zoom=15>

Scope of Work

Drilling Scope:

Project site: Vacant land adjacent to 21 Clemons Rd. N, Montesano, WA (across the street from National Guard Depot).

- Drilling on undeveloped land will require tracked rig to access.

- 10 soil borings to maximum depth of approximately 20 feet. Soil samples every 5 feet. No permanent wells installed.
- If groundwater is encountered, sample groundwater from 5 out of ten borings (grab samples from a temporary well).
- Drum soil and liquid investigative derived waste (IDW).

Analytical Scope:

Submit three soil samples per boring (30 soil samples in total). Submit five groundwater samples. Soil and groundwater submitted for the following analysis (will need three lab duplicates total for soil and one lab duplicate for groundwater plus QA/QC sample analysis consistent with typical Phase II ESA requirements):

- PCBs (3550/8082)
- cPAHs (3510/8270C)
- VOCs (5030/8260) Full List
- SVOCs Full List (8270)
- NWTPHGx
- NWTPHDx
- RCRA 8 Metals (3010/6010/7470)

Investigative Derived Waste:

Barrels containing non-hazardous waste soil and water to be stored on site and disposed of as appropriate per presence or absence of contamination. Please provide an estimate of the number of barrels of soil and water waste.

Subsurface Utility Locate:

Provide a private locate to clear boring locations. Hand clear each boring to depth of 6 feet to confirm absence of utilities.

Submittal Requirements

Interested firms must submit a Statement of Qualifications (SOQ) that includes the following:

1. **Firm's Qualifications & Experience (100 points)** – Be specific about your firm's and subconsultant's qualifications and experience in the Washington coastal region.

Selection Process

This procurement will follow a qualifications-based selection process (QBS) per RCW 39.80, meaning that selection will be based solely on the firm's qualifications, experience, and ability to perform the requested work.

- **Step 1: Review of SOQs** – GHTA will evaluate SOQs based on the above-listed criteria. There is a total of 100 points available.
- **Step 2: Selection of the Most Qualified Firm**—The most qualified firm, based on the highest assigned points, will be selected based on qualifications, experience, and understanding of project requirements.
- **Step 3: Price Negotiation** – After selection, GHTA will negotiate a fair and reasonable price based on the defined scope of work. If an agreement cannot be reached, GHTA reserves the right to negotiate with the next most qualified firm.

Submission Instructions

Deadline for Submissions: 10/24/2025, by 5:00 PM

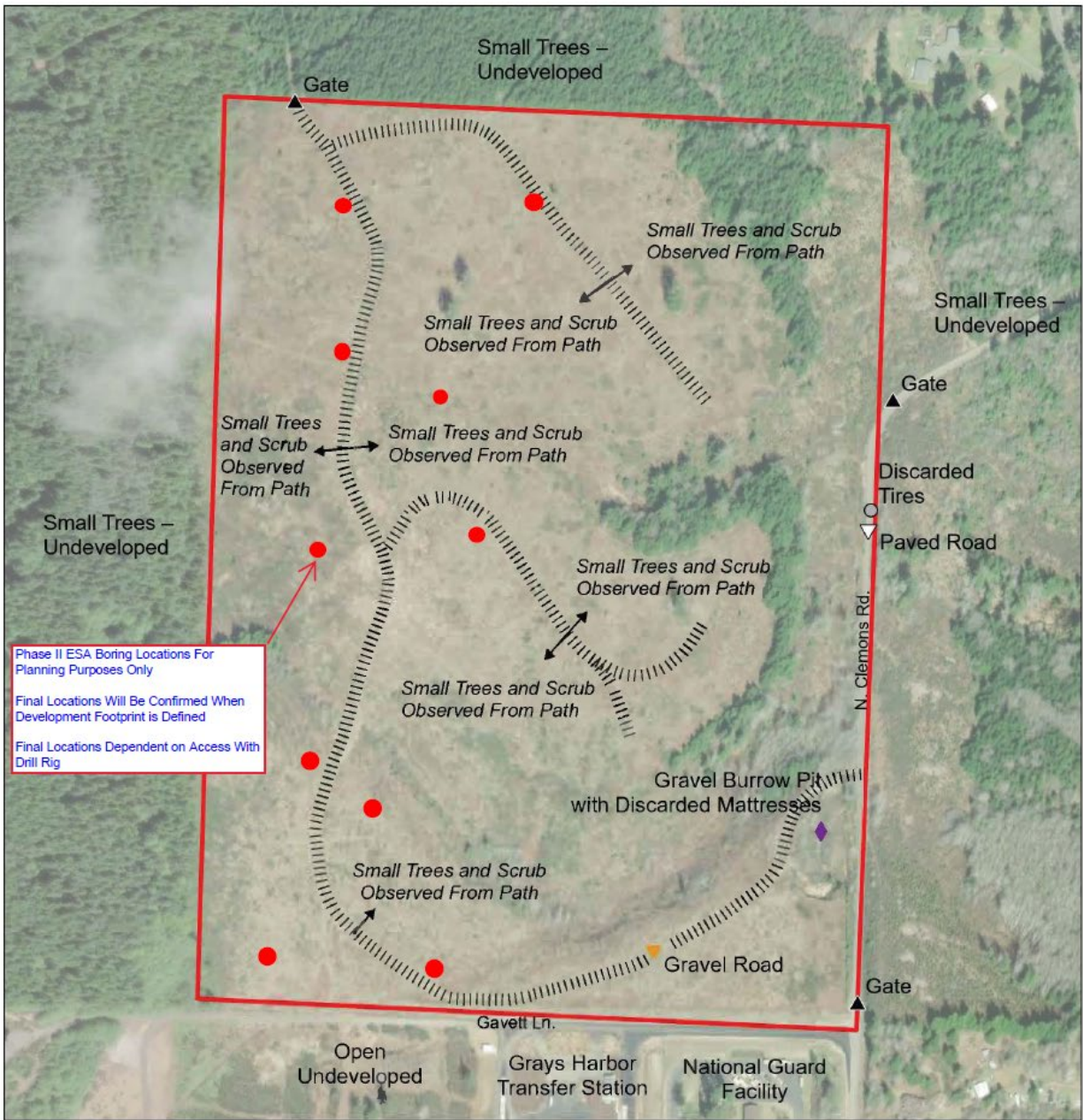
Late submissions will not be considered. Proposers are responsible for ensuring their SOQ is received by the deadline.

Firms must submit their SOQ electronically via email to awheeler@ghtransit.com or deliver a hard copy to the following address:

Grays Harbor Transportation Authority
Attn: Abigail Wheeler
343 W Wishkah Street
Aberdeen, WA 98520
Email: awheeler@ghtransit.com

Additional Information

- **Questions & Clarifications:** All questions must be submitted in writing via email to awheeler@ghtransit.com.
- **Contract Terms:** The selected firm will enter into a professional services agreement with GHTA. A sample contract containing the required Federal Transit Administration (FTA) certifications and clauses will be provided upon request.
- **Right to Reject:** GHTA reserves the right to reject any or all submissions and to waive any irregularities if deemed in the best interest of GHTA.



Phase II ESA Boring Locations For Planning Purposes Only
Final Locations Will Be Confirmed When Development Footprint is Defined
Final Locations Dependent on Access With Drill Rig



Notes

1. Coordinate System: NAD 1983 StatePlane Washington South FIPS 4602 Feet
2. Data Sources: Stantec, Grays Harbor County GIS, 2024.
3. Background: King County, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS, Esri, USGS, Maxar

Subject Property Boundary

Site Features*

- ▲ Gate
- Discarded Tires
- ▲ Gravel Road
- ▽ Paved Road
- ◆ Gravel Burrow Pit with Discarded Mattresses
- |||| Gravel Road

*Conifers are approximately 15 years old.

Underbrush is not penetrable (could not walk through).

- Phase II ESA Boring Locations for Planning Purposes Only
Boring Locations Will Be Adjusted Once Site Development Footprint is defined. Final Locations Will Depend on Access With Drill Rig



Project Location: Grays Harbor County, Washington
Prepared by MMU on 2024-10-09
TR by SET on 2024-10-09
IR by JA on 2024-10-09

Client/Project: Grays Harbor Transit Authority
Gavett Lane and North Clemons Road
Phase I Environmental Site Assessment

Figure No. 2
Title: Subject Property Map

DRAFT

Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

APPENDIX A – SAMPLE CONTRACT

GRAYS HARBOR TRANSPORTATION AUTHORITY
CONTRACT NUMBER: GHT-2025-002
FOR
DRILLING & SOIL SAMPLING FOR ESA PHASE II

THIS CONTRACT is made and entered into in duplicate this [Click or tap here to enter text.](#) day of [Click or tap here to enter text.](#), 2025 by and between GRAYS HARBOR TRANSPORTATION AUTHORITY, a recognized County Transportation Authority, authorized under Chapter 36.57 RCW hereinafter referred to as “GHTA”, and the below named company, hereinafter referred to as “Service Provider.”

Service Provider: _____
Authorized Representative: _____
Address: _____
Phone: _____
Email: _____
Federal TIN: _____
Federal UEI _____
WA State UBI No.: _____

1. RECITALS

WHEREAS, GHTA seeks a Service Provider to perform certain professional services including drilling and soil sampling. Services are authorized by the tasks listed in the Scope of Work in RFQ No. GHT-2025-002.

WHEREAS, GHTA desires to have certain services and/or task performed as hereinafter set forth requiring specialized skill and other supportive capabilities; and

WHEREAS, sufficient GHTA resources are not available to provide such services; and

WHEREAS, Service Provider represents that Service Provider is qualified and possesses sufficient skills and necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, GHTA and Service Provider agree as follows:

2. SCOPE OF SERVICES

- A. Service Provider will perform such services and comply with the requirements set forth in this Contract document, including furnishing all materials and equipment

necessary, and as identified in the following attached Exhibits which are incorporated by reference:

1. Request for Qualifications #Click or tap here to enter text. , Released Click or tap to enter a date. , attached as Exhibit “A”
2. Service Provider’s Response to RFQ # Click or tap here to enter text., dated Click or tap to enter a date., attached as Exhibit “B”
3. Scope of Services, attached as Exhibit "C”
4. Service Provider’s Rate Schedule, attached as Exhibit “D”

3. ADMINISTRATION AND SUPERVISION

- A. The work and services performed under this Contract are subject to all applicable federal laws, regulations, and requirements in effect as of the date of Contract execution. GHTA and the Service Provider agree that such federal provisions shall supersede any conflicting terms contained in this Contract.
- B. The Service Provider represents that it has, or will obtain, all personnel necessary to perform the services required under this Contract, and that such personnel are qualified, experienced, and properly licensed as required by applicable laws and regulations. All services under this Contract must be performed by the Service Provider, its employees, or authorized Subconsultant(s). GHTA’s approval of any Subconsultant(s) shall not relieve the Service Provider or its Subconsultant(s) of any obligations under this Contract or under applicable law to perform the work in a professional and competent manner. GHTA may, at its sole discretion, direct the removal of any Service Provider or Subconsultant personnel from the Project if, after reasonable consultation, GHTA determines that such removal is in the best interest of the Project. The Service Provider shall comply with such directions in writing.
- C. The Project shall be coordinated and integrated with other GHTA programs and activities, as appropriate.

4. TERM

- A. The term of this Contract shall commence upon full execution by both parties and issuance of a written Notice to Proceed (NTP) by GHTA. The Contract shall remain in effect until all authorized services are complete, or until terminated pursuant to the provisions of this Contract, but in no case later thanClick or tap to enter a date., unless extended in writing.
- B. This is a task-based Fixed Fee Contract. The Service Provider shall not perform any work or incur any costs under this Contract until GHTA has issued a written Notice to Proceed for a specific task or work order. Each task will include its own schedule, scope, and budget. GHTA shall have no liability for any costs incurred or work performed outside the scope or period of an authorized task order.
- C. GHTA reserves the right to extend the term of this Contract upon mutual agreement of the parties, subject to available funding and continued project need.

5. SCOPE OF WORK

- A. The Scope of Work is defined in the RFP #GHT-2025-002, as amended by the negotiation process. The final negotiated Scope of Work, associated cost, and milestone schedule, agreed to by both parties, are incorporated into this Contract as Exhibit C. Any revisions to the Scope of Works shall be made through written Amendments pursuant to Section 6 – Changes and Additional Work. The Service Provider shall submit updated project and milestone schedule reports with each invoice for payment.

6. CHANGES AND ADDITIONAL WORK

- A. GHTA may, at any time and at its sole discretion, issue a written directive to the Service Provider to revise portions of the Project or to perform additional work that falls within the scope of services defined in this Contract.
- B. Compensation for such changes or additional work shall be negotiated between GHTA and the Service Provider consistent with the compensation provisions set forth in this Contract. No additional work shall be performed, and no costs shall be incurred, unless and until GHTA provides written authorization.

7. RESPONSIBILITY OF THE SERVICE PROVIDER

- A. The Service Provider shall be responsible for the professional quality, technical adequacy, and accuracy, timeliness, and coordination of all plans, designs, drawings, specifications, cost estimates, reports, and other services prepared or performed under this Contract by the Service Provider and its Subconsultant(s).
- B. Without additional compensation, the Service Provider shall promptly correct or revise any errors, omissions, or deficiencies in such work. If any such deficiencies arise from the professional negligence of the Service Provider or its Subconsultant(s), regardless of whether GHTA has identified them, the Service Provider shall indemnify and reimburse GHTA for all costs associated with corrective remedial work, including but not limited to redesign, demolition, reconstruction, and any related project consequences.
- C. GHTA's review, approval, or acceptance of any plans, drawings, designs, specifications, reports, or other professional work products does not relieve the Service Provider of responsibility for their technical adequacy or accuracy. Likewise, GHTA's approval or payment shall not constitute a waiver of any rights or remedies under this Contract.

8. CONSULTANT(S) ACQUISITION AND/OR MERGER

- A. If the Service Provider ceases to exist as an independent business entity, whether through acquisition, merger, or other means, it must notify GHTA in writing no less than thirty (30) calendar days prior to the effective date of the change.

- B. GHATA reserves the right to take necessary steps to maintain Contractual privity with the successor entity. The Service Provider shall fully cooperate with this effort, including executing any assignment, novation, or other documentation required to legally transfer the rights and obligations of this Contract to the successor entity. The successor shall be bound to the same extent as the original Service Provider under all terms and conditions of this Contract.

9. COMMENCEMENT AND COMPLETION OF PROJECT WORK

- A. Upon execution of this Contract by both GHATA and the Service Provider, GHATA will issue a formal Notice to Proceed for the Scope of Work.
- B. Time is of the essence in the performance of this Contract. The Service Provider shall complete all work and services in accordance with the Task Order schedule, including the established milestones and final Project completion date as set forth in the Scope of Work. Task and Project deadlines may be modified only through written agreement by both parties.
- C. Deadlines will not be extended due to delays attributable to the Service Provider. However, GHATA may grant extensions for delays resulting from Additional Work requested by GHATA, governmental actions, or other unforeseeable events beyond the reasonable control of the Service Provider.
- D. The Service Provider must manage its performance under this Contract to ensure that all service, including those of Subconsultant(s), are delivered in a cost-effective and efficient manner. Task budgets, as defined in the Scope of Work, must be adhered to. Any adjustments to task budgets require written authorization from GHATA's Project Manager.
- E. Task budgets will not be increased due to delays or added costs attributable to the Service Provider. However, GHATA may authorize budget increases if justified by Additional Work, governmental delays, or other conditions beyond the Service Provider's reasonable control.

10. COMPENSATION AND METHOD OF PAYMENT

- A. Subject to the terms of this Contract, the Service Provider will be compensated by GHATA on a milestone (task-based) basis for authorized and satisfactorily completed work. Payment will constitute full compensation for all services rendered, including supervision, labor, materials, equipment, applicable taxes, and all necessary incidentals. In no case will payment exceed the earned value (i.e., the percentage of work completed) as determined by GHATA.
- B. This is a cost reimbursement, Fixed Fee Contract. Compensation will consist of direct labor costs, overhead costs, and a fixed professional fee. Costs payable under this Contract are detailed in the "Summary of Service Provider and Subconsultant(s)'s Rate Schedule," attached hereto as Exhibit [D] and incorporated herein by reference.

- C. GHATA will remit payment to the Service Provider upon satisfactory completion of the work and receipt of a properly submitted invoice.

If the Scope of Work is modified, GHATA and the Service Provider may negotiate additional fees accordingly. Each invoice submitted by the Service Provider must include:

- Itemized description of work performed
- Itemized Other Direct Costs (ODCs) with receipts or invoices attached

- D. The Service Provider must submit its final invoice and all required documentation within ten (10) calendar days of completing the Scope of Services. Unless otherwise waived in writing by GHATA, failure to submit a timely final invoice and documentation may release GHATA from any further payment obligations.
- E. If the Service Provider fails to meet any requirement of this Contract, including delivering services in the agreed-upon manner, GHATA may withhold any payments until satisfactory corrective action is completed. This right is in addition to GHATA's right to terminate this Contract as provided in Section 29.

11. INDEPENDENT SERVICE PROVIDER RELATIONSHIP

- A. The parties intend that the relationship created by this Contract is that of an independent Service Provider. GHATA is primarily interested in the results to be achieved; subject to the provisions of this Contract, the methods and means of delivering services are at the discretion of the Service Provider. No agent, employee, representative, or subcontractor of the Service Provider shall be considered an employee, agent, or representative of GHATA for any purpose. Employees of the Service Provider are not entitled to any of the benefits provided by GHATA to its employees. The Service Provider shall be solely responsible for its actions and those of its agents, employees, subcontractors, subconsultants, or representatives in connection with the performance of this Contract.
- B. In carrying out the services contemplated under this Contract, the Service Provider acts as an independent contractor with full authority to control and direct the manner and method of performing the work. However, the completed work and deliverables must meet GHATA's expectations and requirements and remain subject to GHATA's general rights of inspection, acceptance, and approval to ensure satisfactory completion.

12. BILLING PROCEDURES

- A. GHATA will issue payments for services and materials provided under this Contract no more than once per month and only after the satisfactory performance and acceptance of the corresponding services. GHATA will not make payment for any

service or material not identified in this Contract unless otherwise authorized in writing by GHTA and permitted by law.

B. The Service Provider must submit invoices on forms approved by GHTA. Invoices should be submitted electronically to the following email addresses

- awheeler@ghtransit.com
- efogg@ghtransit.com
- ap@ghtransit.com
- If Service Provider is unable to submit invoices electronically, invoices may be submitted by mail to:

Grays Harbor Transit Authority
Attention: Financial Office
343 W Wishkah Street
Aberdeen, WA 98520

C. GHTA processes payments on a net thirty (30) calendar days following receipt of a complete and accurate invoice. GHTA will not issue advance payments or payments in anticipation of services or materials not yet received or accepted under this Contract.

13. PROJECT MANAGEMENT

The individuals listed below, or their successors, will serve as the primary points of contact for services provided under this Contract. GHTA's Project Manager, or their designated successor, will be responsible for monitoring the Service Provider's performance and will serve as the official contact for all communications regarding Contract performance and deliverables. GHTA's Project Manager has the authority to accept or reject services provided and, if deemed satisfactory, will certify acceptance of each invoice submitted for payment.

Any updates to the contact information in this section must be provided in writing and maintained in the project file. However, such changes will not require a formal Contract amendment.

Service Provider's Project Manager	GHTA's Project Manager
First Last	Abigail Wheeler, CGMS
Company	Grays Harbor Transportation Authority
Street Address	343 W Wishkah St
City, State, Zip	Aberdeen, WA 98520
Phone: (###) ###-####	Phone: (360) 338-3813
Email Address: [enter email address]	Email Address: awheeler@ghtransit.com

14. CONTRACT ADMINISTRATION

The individual listed below, or their designated successor, will serve as the Contract Administrator for this Contract. The Contract Administrator is authorized to receive legal notices and invoices, and is responsible for administering, amending, or terminating this Contract. All Contract documents issued under this Contract will be processed by the Contract Administrator and submitted to the Service Provider for review and acceptance:

Contact Information for the Contract Administrator:

Abigail Wheeler

Grays Harbor Transportation Authority

343 W Wishkah Street

Aberdeen, WA 98520

Phone: (775) 340-3057

Email: awheeler@ghtransit.com

15. PROJECT PERSONNEL

The Service Provider represents that it has, or will secure, all personnel necessary to perform the services required under this Contract. The Service Provider agrees that the key personnel identified in its Proposal will be committed to the project for its duration. Any substitution or replacement of key personnel must be requested in writing by the Service Provider and is subject to GHTA's prior written approval.

All services under this Contract must be performed by the Service Provider, its employees, agents, representatives, or authorized Subcontractors.

16. NON-EXCLUSIVE PROVIDER

GHTA reserves the right to obtain services or supplies not specifically covered under this Contract from other providers, if doing so is deemed to be in the best interest of GHTA.

17. ASSIGNMENT

The Service Provider shall not assign or transfer its performance under this Contract, or any portion thereof, without the prior written consent of GHTA. The Service Provider must submit a written request for such consent no less than thirty (30) calendar days before the proposed effective date of the assignment. GHTA reserves the right to approve or reject any proposed assignment at its sole discretion and without cause.

18. HOLD HARMLESS AND INDEMNIFICATION

- A. The Service Provider shall defend, indemnify, and hold harmless GHTA, its officers, and employees from any and all claims, demands, suits, damages, or liabilities (whether at law or equity) arising in whole or in part from:
- The negligence of the Service Provider or its agents, employees, Subconsultant(s), Subcontractors, or vendors of any tier; or
 - The Service Provider's breach of any obligation under this Contract
- B. In the event a claim arises from the concurrent negligence of both:
- The Service Provider (or any party for whom the Service Provider is legally liable), and
 - GHTA (or any party for whom GHTA may be legally liable), then the Service Provider's obligation to indemnify shall be valid and enforceable only to the extent of the Service Provider's negligence.
- C. This indemnity provision shall be included in all contracts between the Service Provider and its Subconsultant(s), Subcontractors, and vendors of any tier.
- D. The Service Provider shall also indemnify and hold harmless GHTA from claims relating to patent or copyright infringement, or the alleged misuse of trade secrets, proprietary information, know-how, or inventions arising from work performed under this Contract. This obligation does not apply where infringement arises due to GHTA's failure to follow specific written use instructions from the Service Provider.
- E. GHTA reserves the right to terminate this Contract by written notice should the Service Provider be found, after due notice and examination, to have violated the Ethics in Public Service Act (Chapter 42.52 RCW) or similar statute in connection with this Contract.
- F. The Service Provider expressly assumes potential liability for claims brought by its own employees or agents against GHTA and, for this purpose, waives any immunity under Title 51 RCW (Industrial Insurance). This waiver has been mutually negotiated.
- G. Unless otherwise stated, GHTA shall retain responsibility for construction Contract administration. If requested under a new sole source or supplemental agreement, the Service Provider may provide on-call assistance to GHTA but will not assume responsibility for construction means, methods, job site safety, or Contractor performance.
- H. The Service Provider shall maintain all required insurance throughout the term of this Contract in accordance with the provisions outlined in Section 19 and as approved by the Washington State Insurance Commissioner under Title 48 RCW.

19. INSURANCE

A. **Minimum Insurance Requirements** – The Service Provider shall procure and maintain, at its own expense, the following insurance coverage throughout the duration of this Contract:

1. Commercial General Liability (CGL) Insurance
 - a. Coverage: Occurrence based
 - b. Limits: Not less than \$1,000,000 per occurrence and \$2,000,000 aggregate
 - c. Must include: Premises/operations, products/completed operations, contractual liability, and broad form property damage.
2. Business Automobile Liability Insurance (if applicable):
 - a. Coverage: All owned, non-owned, and hired vehicles
 - b. Limits: Not less than \$1,000,000 combined single limit per accident
3. Workers' Compensation Insurance
 - a. As required by Washington State law (Title 51 RCW)
 - b. Employer's Liability (Stop Gap) coverage with limits of not less than \$1,000,000 per occurrence
4. Professional Liability (Errors and Omissions) Insurance
 - a. Limits: Not less than \$1,000,000 per claim and in the aggregate
 - b. Coverage must be maintained for a minimum of two (2) years following the completion of services under this Contract

B. **Additional Insurance Requirements** – Except for Professional Liability and Workers' Compensation policies, all insurance policies shall:

- a. Additional Insured: Name Grays Harbor Transportation Authority (GHTA), its officers, officials, agents, and employees as additional insureds.
- b. Primary and Non-Contributory: Be primary insurance with respect to GHTA and shall not seek contribution from any insurance or self-insurance maintained by GHTA
- c. Waiver of Subrogation: Include a waiver of subrogation in favor of GHTA.
- d. Severability of Interest: Contain a cross-liability or severability of interest clause.
- e. Notice of Cancellation: Provide for thirty (30) days' prior written notice to GHTA of any cancellation, non-renewal, or material change in coverage.
- f. Acceptability of Insurers: Be issued by insurers licensed to do business in the State of Washington and with an A.M. Best rating of A- or better.

C. **Evidence of Insurance** – Prior to commencing work, the Service Provider shall furnish GHTA with certificates of insurance evidencing compliance with the insurance requirements above. Upon request, the Service Provider shall provide complete copies of all insurance policies, including endorsements. Failure to provide satisfactory evidence of insurance may result in suspension or termination of this Contract.

- D. **Subcontractors** – The Service Provider shall ensure that all subcontractors maintain insurance coverage that meets or exceeds the requirements stated herein. The Service Provider shall obtain certificates of insurance from all subcontractors and make them available to GHTA upon request.
- E. **No Limitation of Liability** – The insurance requirements set forth in this section shall not be construed to limit the liability of the Service Provider or its subcontractors to GHTA or others.

20. TREATMENTS OF ASSETS

- A. Title to all property and materials furnished by GHTA for use in connection with this Contract shall remain vested in GHTA. Additionally, unless otherwise expressly stated in this Contract, all deliverables, including written documents, designs, data, and work products produced by the Service Provider in the performance of services under this Contract shall become the sole property of GHTA upon payment.
- B. "Work product" includes, but is not limited to: research, reports, technical studies, designs, drawings, specifications, plans, software (including source code and documentation), data, databases, manuals, recordings, photographs, renderings, and other materials in any format (digital or physical). The Service Provider and GHTA agree that such work product shall be considered "work made for hire," with GHTA deemed the author and owner of all rights therein to the fullest extent permitted by law.

21. COMPLIANCE WITH LAWS

- A. Service Provider, in the performance of this Contract, shall comply with all applicable federal, state, or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Contract to assure quality of services.
- B. Service Provider agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Contract.
- C. If sales tax becomes applicable to the professional services covered by this Contract, GHTA shall pay such tax to Service Provider, and Service Provider shall pay the tax as required by law.

22. POLITICAL ACTIVITY AND PROHIBITED INTEREST

The Contractor shall not use any funds, resources, materials, property, facilities, equipment, or personnel provided under this Contract to engage in political activities, including but not limited to: advocating for or against any ballot initiative, political candidate, legislation, or political party, or supporting or opposing the election or defeat of any candidate for public office. This prohibition per RCW 42.17A.555 applies to

activities conducted during contract work hours or while representing GHTA in any capacity. Nothing in this clause restricts the Contractor's or its employees' personal political activity conducted on their own time and without the use of public or contract-related resources.

23. NONDISCRIMINATION

- A. **Equal Opportunity** – GHTA is an equal opportunity employer.
- B. **Nondiscrimination in Employment** – In the performance of this Contract, the Service Provider shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental, or physical disability; provided, however, that the prohibition against discrimination based on disability shall not apply if the disability prevents the proper performance of the work involved and reasonable accommodation cannot be provided. Employment decisions shall be made without regard to these protected characteristics and shall include, but not limited to hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, compensation, and participation in training programs, including apprenticeships. The Service Provider shall take all necessary actions to ensure full compliance with Chapter 49.60 RCW, the Washington Law Against Discrimination.

The Service Provider, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with the Service Provider or any subcontractor, who has a collective bargaining or other agreement. Sections 27-29 apply to noncompliance of this section.

- C. **Nondiscrimination in Services** – The Service Provider shall not discriminate against any recipient of services or benefits provided under this Contract based on any of the protected characteristics listed in section B of this clause.
- D. **Nondiscrimination in Sub-Contracting** – If any assignment or Subcontracting has been authorized by GHTA, the subcontract shall include a clause requiring nondiscrimination as described in this section. The Service Provider shall take all necessary steps to ensure compliance by its subcontractors, except for subcontracts for standard commercial supplies or raw materials.

24. GRATUITIES AND KICKBACKS

- A. **Gratuities** – It shall be a breach of ethical standards for any individual to offer, give, or agree to give any GHTA member, officer, employee, agent, or former official, or for any such individual to solicit, demand, accept, or agree to accept, from any other person, a gratuity or offer of employment in connection with any of the following:
 - a. A decision, approval, or disapproval

- b. A recommendation or preparation of any part of a procurement or program requirement
 - c. Influencing the content of any specification or procurement standard
 - d. Rendering advice, conducting investigations, or performing audits
 - e. Any advisory or administrative role related to solicitation, contract, subcontract, claim, or other matter involving GHTA
- B. **Kickbacks** – It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor to the prime Service Provider, any higher-tier Subcontractor, or any individual associated with them, as an inducement for the award of a Subcontract or order under this contract.

25. LIENS, CLAIMS, AND ENCUMBRANCES

The Service Provider certifies that all materials, equipment, and services provided under this Contract will be free from all liens, claims, and encumbrances of any kind. Upon request by GHTA, the Service Provider shall furnish a formal release or other satisfactory evidence to verify such freedom from encumbrances.

26. MAINTENANCE AND INSPECTION OF RECORDS

- A. The Service Provider shall maintain books, records, accounts, and documents that sufficiently and properly reflect all direct and indirect costs incurred under this Contract. These records shall be maintained in accordance with generally accepted accounting principles (GAAP) and applicable cost principles and shall support all invoices and requests for payment. The Service Provider shall implement accounting procedures and practices necessary to ensure proper documentation and accountability for all funds paid under this Contract.
- B. Because the construction phase of this project will be federally funded, these records shall be subject at all reasonable times to inspection, review, or audit by GHTA, the Washington State Auditor, and, if applicable, the U.S. Department of Transportation, the Federal Transit Administration (FTA), the U.S. Comptroller General, and any of their duly authorized representatives, as required by 2 CFR 200.336 and FTA Circular 4220.1F.
- C. The Service Provider shall retain all books, records, documents, and other material relevant to this Contract for a period of not less than six (6) years following GHTA's final payment and resolution of all pending matters, including but not limited to disputes, claims, litigation, or audits. If any litigation, audit, or other action involving these records is started before the expiration of the six-year period, the records must be retained until all issues arising out of the action are resolved or until the six-year period has elapsed, whichever is later.
 - a. This records retention obligation is in accordance with RCW 40.14.070 and applies regardless of the funding source. Record shall be made available to

GHTA or any authorized public agency for inspection, audit, or copying at no additional cost.

- D. The Service Provider agrees to provide timely access to these records for audit or inspection and to cooperate fully in any audit or monitoring effort conducted by any agency authorized under this section.
- E. The Service Provider's fiscal management system shall be capable of providing accurate, current, and complete disclosure of the financial status of this Contract at any time, including traceability of funds, supporting documentation, and maintaining all accounting records in a manner that permits ready verification of compliance.

27. DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided by arbitration if the parties mutually agree, or in the Superior Court of Grays Harbor County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between GHTA and Service Provider.

28. TERMINATION

- A. **Termination for Convenience or Default** – GHTA may terminate the Contract, in whole or in part, for GHTA's convenience or because of the failure of Service Provider to fulfill the Contract obligations. GHTA shall terminate by delivering to Service Provider a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Service Provider shall (1) immediately discontinue all services affected (unless the notice directs otherwise or GHTA has granted Service Provider a cure period as set forth in (B) below), and (2) deliver to GHTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
 - i. If the termination is for the convenience of GHTA, GHTA shall make an equitable adjustment in the Contract price such that all amounts due to Service Provider for Products delivered and services performed are paid but shall allow no anticipated profit on unperformed services.
 - ii. If the termination is for failure of Service Provider to fulfill the Contract obligations, the Service Provider shall only be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. GHTA may complete the work by Contract or otherwise and Service Provider shall be liable for any additional cost incurred by GHTA.
 - iii. If, after termination for failure to fulfill Contract obligations, it is determined that Service Provider was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GHTA.

- B. **Opportunity to Cure** – GHTA in its sole discretion may, in the case of a termination for breach or default, allow Service Provider a commercially reasonable period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
- i. If Service Provider fails to remedy to GHTA's satisfaction, the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Service Provider of written notice from GHTA setting forth the nature of said breach or default, GHTA shall have the right to terminate the Contract without any further obligation to Service Provider, except that Service Provider shall be paid for work delivered and accepted unless such work does not fulfill the Contract obligations. Any such termination for default shall not in any way operate to preclude GHTA from also pursuing all available remedies against Service Provider and its sureties for said breach or default.

29. WAIVER OF REMEDIES FOR ANY BREACH

If GHTA elects to waive its remedies for any breach by Service Provider of any covenant, term or condition of this Contract, such waiver by GHTA shall not limit GHTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

30. NOTICE

Notice provided for in this Contract shall be sent by certified mail to the addresses designated for the parties on the last page of this Contract.

31. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

32. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Grays Harbor County, Washington.

33. SEVERABILITY

- A. It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

34. FORCE MAJEURE

- A. Service Provider is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Consultant(s).
- B. If the Project is delayed by any circumstance beyond the reasonable control of the Service Provider, Service Provider will be entitled to an equitable adjustment of rates and Project schedule. This equitable adjustment will reflect all reasonable costs incurred by the Service Provider.

35. ORDER OF PRECEDENCE

Each of the exhibits listed below is hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable federal and state of Washington statutes and regulations;
- 2. Terms and conditions as contained in this basic Contract instrument, and any change orders or amendments;
- 3. Exhibit A – Statement of Work
- 4. Exhibit B – Service Provider’s Rate Schedule and Fees
- 5. Exhibit C – Request for Qualifications No. GHT-2025-002, released [Click or tap to enter a date.](#)
- 6. Exhibit D – Service Provider’s Response to RFQ #: [Click or tap here to enter text.](#), dated [Click or tap to enter a date.](#)
- 7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

36. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of

Contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

37. APPROVAL

The signatories to this Contract represent that they have the GHTA to bind their respective organizations to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

GRAYS HARBOR TRANSPORTATION
AUTHORITY

343 W Wishkah Street
Aberdeen, WA 98520

SERVICE PROVIDER

SERVICE PROVIDER
Address
City, State, Zip

By: Ken Mehin
Grays Harbor Transportation Authority
General Manager

By: Authorized Representative
Title