

## CONTRACTUAL AGREEMENT GRANT SPECIALIST

This AGREEMENT (Agreement) is made and entered into between HALEY & ALDRICH, INC., a Delaware Corporation, (CONTRACTOR) and WHATCOM TRANSPORTATION AUTHORITY (WTA), a Public Transportation Benefit Area operating under the authority of RCW Chapter 36.57A and located at 4011 Bakerview Spur Road, Bellingham, WA, 98226. CONTRACTOR hereby agrees to provide WTA with professional grant researching and writing services.

WTA and CONTRACTOR agree as follows:

1. **ORDER OF PRECEDENCE:** The Contract Documents which comprise the entire agreement between WTA and CONTRACTOR concerning the Work consist of the following. Where there is a conflict between documents, the most restrictive will prevail:
  - a. This Agreement
  - b. Appendix A Contract Terms and Conditions
  - c. Request for Proposal 2023-045 and any issued addenda
  - d. CONTRACTOR completed Exhibits A – F

2. **TERM AND TERMINATION:** The term of this agreement shall commence on the execution date below through July 31, 2026.

There is one (1) additional contract term of two (2) years, which can be exercised at WTA's sole option with both parties written approval. The total contract term will not exceed five (5) years.

3. **COST and PAYMENT:** WTA shall pay CONTRACTOR at Net 30 terms from date of invoice receipt in the amounts specified in Exhibit C, Proposal Cost. Contractor will submit invoices no later than the 15th of the month following work performance. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Year end invoices will be submitted no later than January 20 each year unless otherwise approved in writing by WTA's Accounting Manager or designee.

Travel costs will be reimbursed as outlined in Request For Proposal 2023-045 Part 5.B.

WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below.

Invoices will be sent to [ap@ridewta.com](mailto:ap@ridewta.com) or ATTN: Accounts Payable at the WTA address below.

Price adjustments will be requested by the Contractor no less than 30 days before the Contract anniversary date. WTA reserves the right to approve, deny, or negotiate any price adjustments.

Contract price decreases and increases will be calculated using the CPI-U with the following parameters to obtain the Series ID CUURS49DSAS:

- Not Seasonally Adjusted
- AREA: Seattle-Tacoma-Bellevue, WA
- BASE: Current
- ITEM: Services
- PERIODICITY: Monthly

Price increases may not exceed 10% from the previous years contract price. Contractors wishing to propose a higher increase will be required to submit additional documentation in support. Documentation may include but not be limited to actual receipts, maintenance logs with costs, or subcontractor invoices.

4. **CHANGES:** No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Agreement shall be effective without prior written consent of WTA's General Manager. Oral changes, amendments or agreements are not permitted and shall not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed

by the Parties. Only WTA's General Manager shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Agreement on behalf of WTA.

5. **NOTICES:** All notices will be provided to:

WTA  
ATTN: Procurement  
4011 Bakerview Spur  
Bellingham, WA 98226  
procurement@ridewta.com  
360-788-9332

HALEY & ALDRICH, INC.  
ATTN: Heather Good  
3131 Elliott Avenue, Suite 600  
Seattle, WA 98121  
hgood@haleyaldrich.com  
360-927-1309

6. CONTRACTOR shall throughout the term of this Agreement, be a registered with the Washington State Secretary of State as a corporation doing business within the State of Washington and maintain a registered agent in the state of Washington.
7. The parties agree that this Agreement is the complete expression of the terms. Any oral representation or understandings not incorporated are excluded. Failure to comply with any of the provisions shall constitute material breach of the Agreement and be cause for termination. Both parties recognize time is an important element in the performance of the provisions of this Agreement. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of all provisions.
8. **COUNTERSIGNATURE:** Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.
9. **ACTUAL AUTHORITY:** The parties below confirm and attest that they have actual authority to bind WTA and CONTRACTOR to an agreement.

WTA:

*Les Reardanz*

Signed: Monday, August 7, 2023

Les Reardanz, General Manager  
Whatcom Transportation Authority  
4011 Bakerview Spur  
Bellingham, WA 98226

CONTRACTOR:

*Janice C. Marsters*

Signed: Monday, August 7, 2023

Janice Marsters, Senior Principal  
Haley & Aldrich, Inc.  
70 Blanchard Road, Suite 204  
Burlington, MA 01803