

INTERAGENCY AGREEMENT

TITLE: Nelson Siding Road Safety Improvements
CONTRACTOR: Central Washington University

CONTRACT PERIOD: 8/25/2009 to 12/31/10

A. PARTIES TO THIS CONTRACT

This Contract is entered into between the Kittitas County, hereinafter referred to as the County, and Central Washington University's Central Washington Anthropological Survey, hereinafter referred to as CWU, for the express purposes set forth in the following provisions of this Contract.

B. PURPOSE OF CONTRACT

Under the provisions of chapter 39.34 RCW, this contract sets out the terms and conditions by which CWU shall provide those goods and/or services as defined herein.

C. DESCRIPTION OF PROJECT

CWU shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment "A" General Terms and Conditions
Attachment "B" Statement of Work and Rates/Costs

D. SCOPE OF WORK

CWU's Scope of Work is described in Attachment "B"

E. COMPENSATION / PAYMENT

Compensation for the work provided in accordance with this Contract has been established under the terms of RCW 39.34.130 and is outlined in Attachment "B" The parties have estimated that the cost of accomplishing the work herein will not exceed \$25,505. Payment for performance of work under this Agreement shall not exceed this amount unless this agreement is amended. In the event CWU has failed to perform any obligation to be performed by CWU under this Agreement within the time set forth or to the satisfaction of the County, then the County may, upon written notice, withhold all monies due and payable to CWU, without penalty, until such failure to perform is cured or otherwise adjudicated.

F. BILLING PROCEDURE

CWU agrees to provide the County with an itemized bill of all work conducted for this Contract and the dollar amount due for each. CWU agrees to provide said bill by the 10th of each month. The County agrees to make payment to CWU within 30 days of receipt of such bill for the amount billed for the previous calendar month.

G. RIGHTS AND OBLIGATIONS

Attachment "A" contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the County and CWU, and specific obligations of both parties.

H. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications, billing, and other administrative aspects of this Contract. All written communications regarding this Contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

CWU Representative

Tucker Orvald, M.S.
400 E. University Way
Ellensburg, WA 98926-7542
Office Phone: (509) 963-2452
Fax:
Email: torvald@cwu.edu

County's Representative

Douglas D'Hondt
County Engineer
411 North Ruby, Suite 1
Ellensburg, WA 98926
Office Phone: (509) 962-7690
Fax: (509) 962-7663
Email: doug.dhondt@co.kittitas.wa.us

I. ENTIRE CONTRACT

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this Contract shall exist or bind any of the parties.

J. APPROVAL

This contract shall be subject to the written approval of the Kittitas County Board of County Commissioners and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

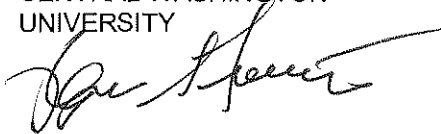
K. FILING

Pursuant to RCW 39.34.040, this Agreement shall be posted on Kittitas County's public website.

IN WITNESS WHEREOF, the parties have executed this Agreement this 6th day of October, 2009.

APPROVED:

CENTRAL WASHINGTON UNIVERSITY


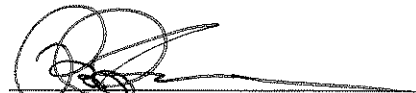


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(Date 9/9/09)

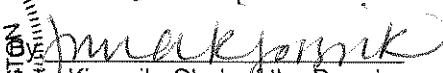
Title

APPROVED:


BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON


Alan A. Crankovich, Chairman
Paul Jewell, Vice Chair
Mark D. McClain, Commissioner

ATTEST:


Julie Kjorsvik, Clerk of the Board

APPROVED AS TO FORM:


By: Stephanie U. Happold WSBA #38112
Deputy Prosecuting Attorney

STANDARD - GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** As used throughout this contract, the following terms shall have the meaning set forth below:
 - A. "County" shall mean Kittitas County.
 - B. "Agent" shall mean the Board of County Commissioners and/or the delegate authorized in writing to act on the Board's behalf.
 - C. "Contractor" shall mean Central Washington University's Anthropological Survey performing services under this contract, and shall include all employees of the Contractor.
 - D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and Subcontractors" means Subcontractor(s) in any tier.
 - E. "Personal Property" shall mean that property which in its broadest legal signification includes everything the subject of ownership not being land or any interest in land. Personal property includes movable and tangible things, such as furniture, merchandise, etc.
 - F. "Inventorial Equipment" includes all capitalized fixed assets.
 - G. "Fixed Assets" assets (normally tangible, but including several intangible) acquired through County funding, with a life expectancy of more than one year.
2. **CONTRACTOR NOT EMPLOYEE OF THE COUNTY:** In providing services under this contract, the Contractor is an independent contractor and neither it nor its officers, agents or employees are employees of the County for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Kittitas County under any applicable law, rule or regulation.
3. **NONDISCRIMINATION:** During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the County.
4. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS:** In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

5. **REIMBURSEMENT:** Requests for reimbursement must be in accordance with the contract. These requests must be submitted and approved by the County Auditor's Office. Reimbursement to the Contractor for approved invoices shall be made by the County within thirty (30) days upon receipt of invoice. The County may, at its sole discretion, terminate the contract or withhold reimbursement claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

Contractor will be notified in writing by the County if any disbursements are withheld. Notification shall include the steps necessary for the Contractor to take (if any) to allow the County to disburse the withheld reimbursement.

6. **RETAINAGE:** The County may retain a percentage of the total contract amount from payments to Contractor. Any percentages or amounts to be retained shall be clearly identified in the Contract. The retained amount, if any, will be disbursed to the Contractor only upon completion and acceptance of the services to be rendered in accordance with the terms and conditions of this contract.
7. **ADVANCED PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the County.
8. **RECOVERY OF PAYMENTS TO CONTRACTOR AND INTEREST RATE:** The right of the Contractor to retain monies paid as reimbursement payments is contingent upon satisfactory performance of this contract including the satisfactory completion of the services to be rendered as described in the Scope of Work. In the event the Contractor fails, for any reason, to perform obligations required by this contract, the Contractor may, at the County's sole discretion, be required to repay the County all monies disbursed to the Contractor for those parts of the project that are rendered ineffectual, in the opinion of the County, by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the County demands repayment of funds.
9. **AUDIT DISCREPANCIES:** If any audit identifies discrepancies in the financial records, the Contractor shall provide clarification and/or make adjustments accordingly. Amounts that have been paid to the Contractor in violation of the terms of this contract shall be promptly refunded to the County.
10. **OVERPAYMENT:** In the event that the County establishes overpayment or erroneous payments made to the Contractor under this contract, the County may secure payment, plus interest shall accrue at a rate of twelve percent (12%) per annum from the time the County demands repayment of funds.
11. **HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by contractor's agents,

employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless the County for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the County shall not be eliminated or reduced by any actual or alleged concurrent negligence of the County or its agents, agencies, employees and officials.

12. **SUBCONTRACTING:** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the County.
13. **ASSIGNMENT:** This contract shall not be assignable in whole or in part by the Contractor except with the expressed written consent of the County.
14. **UTILIZATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:** To the extent set forth in the special terms and conditions of this contract, the Contractor is encouraged to utilize minority-owned and women owned business enterprises certified by the Office of Minority and Women's Business Enterprises under the state of Washington certification program and shall be subject to applicable requirements of Chapter 39.19 RCW.
15. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The County shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
16. **CONFLICT OF INTEREST:** The County may, by written notice to the Contractor terminate this contract if it is found that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Contractor in procurement of, or performance under, this contract.
17. **THE COUNTY DOES NOT ASSUME ADDITIONAL DUTIES:** The County does not assume any obligation or duty, except as required by federal or state law, to determine if Contractor is complying with all applicable statutes, rules, codes ordinances or permits.
18. **RECORDS, DOCUMENTS AND REPORTS:** The Contractor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six years after the date of final payment by the County, and make them available for inspection by persons authorized under this provision.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

19. **RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to the County, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.
20. **SAFEGUARDING OF INFORMATION:** The use or disclosure by any party of any information concerning the County for any purpose not directly connected with the administration of the County's or the Contractors responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the County.
21. **REGISTRATION WITH DEPARTMENT OF REVENUE:** The Contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this contract.
22. **RIGHTS IN DATA:** Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and /or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the contract, but which does not originate therefrom, shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor. In accordance with Chapter 39.29 RCW, Contractor shall not charge additional costs to the County for access to data generated under this contract. Contractor shall provide access to data generated under this contract to the County during the term of this Contract and thereafter. For purposes of this section, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and the methodology for those models.

23. **LICENSING, ACCREDITATION AND REGISTRATION:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, permitting and registration requirements/standards, necessary for the performance of this contract.

- 24. TREATMENT OF INVENTORIAL EQUIPMENT:** Title to all inventorial equipment financed or furnished by the County shall remain in the County. Title to all personal property purchased by the Contractor, for which the Contractor uses any County funds or is reimbursed by the County, shall vest in the County.
- A. Any property of the County furnished to the Contractor under this contract shall, unless otherwise provided herein, be used by the Contractor only for the performance of this contract.
 - B. Contractor shall bear responsibility to the County for any loss or damage to the County's personal property which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
 - C. Should any County personal property be damaged, destroyed or lost, the Contractor shall notify the County in writing, and shall take all reasonable steps to protect that property from further damage.
 - D. All inventorial equipment, if any, purchased under the terms of this contract shall become the property of the County. The Contractor shall surrender to the County all inventorial equipment and personal property of the County upon completion, termination, cancellation of this contract.
 - E. All reference to the Contractor under this clause shall also include Contractor's employees, agents, representatives or subcontractors.

- 25. DISPUTES:** Except as otherwise provided in this contract, when a bona fide dispute arises between the County and the Contractor and it cannot be resolved, either party may request a dispute hearing with the Agent. Either party's request for a dispute hearing must be in writing and clearly state:

1. the disputed issue(s),
2. the relative positions of the parties, and
3. the Contractor's name, address, and phone number.

These requests must be mailed to the Board of County Commissioners, 205 W 5th Ave, Ste. 108, Ellensburg WA 98926, within fifteen (15) days after either party receives notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

- 26. TERMINATION FOR FUNDING:** The County may unilaterally terminate this contract in the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the County may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions.
- 27. TERMINATION FOR BREACH:** By written notice, the County may terminate the contract, in whole or in part, for failure of the Contractor to perform any of the term and conditions of this contract. In such event the Contractor shall be liable for damages as authorized by law including, but not

limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided, that if (i) it is determined for any reason the Contractor was not in breach, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

28. **TERMINATION FOR CONVENIENCE:** Except as otherwise provided in this contract, the County may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of the County. If this contract is so terminated, the County shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.
29. **TERMINATION PROCEDURE:** In the event that this contract is terminated for any reason, the Contractor's exclusive remedy shall be limited to the following: the County shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the County, and the amount agreed upon by the Contractor and the County for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the County, and (iv) the protection and preservation of property, unless the termination is for breach, in which case the Agent shall determine the extent of the liability to the County. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The County may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the County against potential loss or liability.

Upon termination of this contract, the County, in addition to any other rights provided in this contract, may require the Contractor to deliver to the County any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Inventorial Equipment" clause shall apply in such property transfer.

The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. After receipt of written notice of termination, and except as otherwise directed by the Agent, the Contractor shall;

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of work that is not terminated under the contract;
3. Assign to the County, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the County to the extent the County may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to the County and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the County;
 6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
 7. Take such action as may be necessary, or as the County may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the County has or may acquire an interest.
30. **LIMITATION OF AUTHORITY:** Only an individual delegated authority in writing shall have the express, implied, or apparent authority to alter, amend, modify or waive any clause or condition of this contract on behalf of the County. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the County.
31. **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the County and attached to the original contract.
32. **AMENDMENTS:** The County may, at any time, by written order make changes in the general scope of the services to be performed under the contract. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by the County. No extension of time will be allowed unless such extension has been authorized by the County.
33. **GOVERNING LAW:** This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Kittitas County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.
34. **SEVERABILITY:** If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.
35. **HEADINGS:** The headings of sections and paragraphs of this contract are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
36. **GENERAL INSURANCE REQUIREMENTS:** Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at the County's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish the County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Contract. Said certificate(s) shall contain the County, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County. Contractor waives all rights against the County for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

The County shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- a. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the County 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the County shall be given 10 days advance notice of cancellation.
- b. Insurers subject to Chapter 48.15 RCW (Surplus lines): The County shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the County shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, the County, at its sole discretion, may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

Contractor shall provide a statement by a CPA or actuary, satisfactory to the County, that demonstrates Contractor's financial condition is satisfactory to self-insure any of the required insurance coverages.

The County may require Contractor to provide the above from time to time to ensure Contractor's continuing ability to self-insure. If at any time the Contractor does not satisfy the self-insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, the County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the County in this contract.

The limits of insurance, which may be increased by the County, as deemed necessary, shall not be less than as follows:

36.1 Commercial General Liability (CGL) Insurance:

Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by the County, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

36.2 Employers Liability (Stop Gap) Insurance:

If Contractor shall use employees to perform this contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by the County, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

36.3 Business Auto Policy (BAP) Insurance:

Contractor shall maintain business auto liability and, if deemed necessary as determined by the County, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto."

Contractor waives all rights against the County for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

36.4 Vessels or Boats: Commercial Marine Protection and Indemnity:

Contractor shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than \$1,000,000 and with a deductible not to exceed \$25,000 (to include diving operations if diving is part of the contracted services) for any liability which includes coverage for injury to the crew and passengers, per accident.

36.5 Workers' Compensation Insurance:

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify the County for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where the County incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the County by Contractor pursuant to the

indemnity may be deducted from any payments owed by the County to Contractor for performance of this Contract.

36.6 Professional Liability Insurance:

Professional liability insurance is required if services delivered pursuant to this agreement, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractors' rendering or failing to render professional services.

Contractor shall maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.



CENTRAL WASHINGTON UNIVERSITY

**KITTITAS COUNTY PUBLIC WORKS - NELSON SIDING ROAD
CULTURAL RESOURCE INVENTORY & MONITORING**

Statement of Work & Cost Proposal
Central Washington Anthropological Survey

A. STATEMENT OF WORK

Kittitas County Public Works is planning development along Nelson Siding Road in the upper county. Located approximately six miles west of Cle Elum beside Interstate-90, the project area extends within a 4.36 mile, 60-foot wide right-of-way (ROW). The total project area covers approximately 32 acres. Project activities will not leave the ROW. The project is funded with County Road Administration Board (CRAB), Rural Arterial Program (RAP), and local county resources. Construction activities will disturb the ground surface of the project area along and within the current ROW for Nelson Siding Road. These activities include clearing, grading, and excavation disturbances.

Development of the project may adversely affect documented cultural resources and/or, cultural resources not identified in the project Area of Potential Effect (APE). As the project is funded by Washington State programs, it must be compliant with the Washington State Environmental Policy Act (SEPA), Washington State Executive Order 05-05, and applicable Revised Code(s) of Washington.

This work statement and cost proposal is presented by Central Washington Anthropological Survey (CWAS), a cultural resources conservation team of Central Washington University (CWU). CWAS offers conservation support to aid Kittitas County Public Works in meeting cultural resources regulatory compliance requirements. CWAS professional archaeologists, Tucker Orvald, M.S., Shane Scott, M.S, and additional staff members will provide cultural resource management services. Mr. Orvald will act as Principal Investigator (P.I.) for the project.

All research, field survey, construction monitoring, and final reports of findings, as described below, will be supervised and conducted in the field and the office by a professional archaeologist (having at least a Master's Degree in the fields of archaeology, cultural resource management, or anthropology, with substantive field experience). CWAS personnel meet the standards of the Washington State Department of Archaeology and Historic Preservation (DAHP), as well as the Secretary of the Interior's Standards for Archaeology (36CFR800).

B. CULTURAL RESOURCE TASKS

To implement this project, CWAS recommends the following five task process. Each task will be initiated by the project proponent and executed by CWAS in a timely manner. The five tasks are outlined below:

Task 1. CWAS will conduct background research required to effectively address the project. Background research will include a record search at the DAHP office in Olympia and pertinent General Land Office (GLO) cadastral maps and survey notes. Additional research at local and regional libraries, and the State Archive in Ellensburg, will also be necessary. Background research will inform on the occurrence, location, and nature of cultural resources occurring in the project area and its vicinity. The proximity and nature of documented cultural resources and any areas deemed sensitive in relation to planned ground disturbing activities associated with the project will in part determine the course of the following tasks.

Task 2. CWAS will conduct systematic pedestrian survey of the entire project surface area to identify potential as well as previously documented cultural resources. Subsurface survey will also be conducted in portions of the project area, based on background research, geoarchaeological information, and results of pedestrian survey. Previously recorded and newly identified archaeological properties will be mapped with meter accuracy GPS and archaeological site and isolate forms for all properties within the project area will be completed and/or updated to current standards. Archaeological properties within the project area will be assessed and conservation recommendations will be made. Additionally, an inadvertent discovery plan for human remains will be in place.

Task 3. As deemed necessary, a professional archaeologist would have oversight duties to carry out archaeological construction monitoring responsibilities during excavation, and other surface disturbance from project construction, to identify and report cultural resources in those areas deemed necessary by the P.I. During onsite monitoring, the designated archeological monitor will observe and record the presence of any uncovered cultural, paleontological, or historical resources and maintain a daily log of onsite activities. A discovery plan will be implemented between CWAS, DAHP, the Yakama Nation, and the project proponent.

Task 4. Survey and monitoring summaries will be prepared and submitted to Kittitas County (multiple sites or geographic areas may be described in one monitoring report). Project progress updates and results will be emailed to the County on a weekly basis and immediately following completion of fieldwork.

Task 5. A final project report of findings for the inventory and a final monitoring report will be provided to the County within 30 days of fieldwork completion and cessation of construction monitoring. Finalized reports shall include all components required by DAHP, and will include any clarifications requested by DAHP, Kittitas County, and the Yakama Nation Cultural Resources Program. Both reports will be re-submitted in final form within four weeks of receiving comments. Should Kittitas County contract with

CWAS for this project, a subcontract contract with a formal scope of work and cost proposal will be drafted.

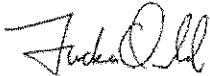
C. RATES AND COSTS

A. Rates include: Professional Archaeologist – M.S. level Archaeologist (\$100 per hour); M.S. level GIS Specialist (\$70 per hour); Archaeological Field Leader (\$70 per hour); Lead Archaeological Technician (\$30 per hour); Travel (\$0.55 per mile).

B. Any meeting with Kittitas County personnel and other subcontractors will be charged at simple hourly rates.

C. Kittitas County and CWU will engage in an inter-agency agreement for all work specified in this statement of work. The requested work shall commence when the budget has been agreed upon, and a not-to-exceed price is set.

Sincerely,

A handwritten signature in black ink, appearing to read "Tucker Orvald". The signature is stylized and cursive.

Tucker Orvald, M.S.
CWAS Archaeologist

D. COST PROPOSAL

CENTRAL WASHINGTON ANTHROPOLOGICAL SURVEY

Central Washington University
 400 University Way
 Ellensburg, WA 98926-7542
 509.963.2452
Torvald@cwu.edu

CWAS – Kittitas County Public Works Nelson Siding Road Project		
Undertaking	Staff Position(s)	Total
I – Project Consultation & Management	M.S. Archaeologist	\$800
II – Background Research		
DAHP records review, GLO data, & literature review	M.S. Archaeologist Lead Archaeological Technician	\$800 \$560
III – Archaeological Survey		
Pedestrian & Subsurface Survey	M.S. Archaeologist & Lead Archaeological Technician	\$8,500
IV – Construction Monitoring		
Monitoring billed by time & materials: 80 hours	Lead Archaeological Technician	\$5,600
V – Reports of Findings		
Inventory & Monitoring	M.S. Archaeologist, Archaeological GIS Specialist Lead Archaeological Technician	\$4,000 \$1,120 \$2,800
Total Labor Cost:		\$24,180
Expenses		
Mileage: ~	Mileage Rate \$0.55/mile	\$1,275
Supplies (archival)		\$50
Expenses Total:		\$1,325
		NOT TO EXCEED TOTAL: \$25,505

E. PROFESSIONAL ARCHAEOLOGISTS CURRICULUM VITAS

Education

- M.S. Cultural Resource Management, Central Washington University, 2003
- B.A. Anthropology, University of Washington, 1993
- Archaeological field school with Dr. Robert Bettinger - University of California, Davis. Alpine village house-pit excavation and pedestrian survey in the White Mountains, eastern California, 1987

Qualifications

- Active in conservation archaeology, including prehistoric and historic cultural resource management since 1987. Has worked on more than 100 projects in California, Nevada, Oregon, Washington, Idaho and Iowa, and authored more than 40 cultural resource management reports.

Area of Interest & Expertise

- Yakima Fold Belt archaeology, aboriginal subsistence systems, archaeological method and technique, geospatial applications for archaeological methods, geodatabase design and groundwater discharge environments

Professional Experience

- 2004-present, Project Director, Faculty Research Associate & Principal Investigator, Central Washington Anthropological Survey (CWAS), Central Washington University, Ellensburg, WA
- 2000-2004, Crew Leader, Geospatial Specialist & Subsurface Survey Director, Earth Imaging Associates, Ellensburg, WA
- 2000-2001, Geospatial Specialist, Yakima Basin Reaches Project, CWU Geography & Land Studies, Ellensburg, WA
- 2000-2001, Archaeological Technician, Archaeological & Historical Services, Cheney, WA
- 1997-1999, Crew Supervisor and Teaching Assistant for CWU Archaeological Field Schools in the Saddle Mountains, Grant County, central Washington and in Mount Rainier National Park
- 1993-1996, Archaeological Technician, Mapper & Cartographer, Farwestern Anthropological Research Group, Davis, CA

Selected Projects

- Principal Investigator 4,600-acre inventory Hanford Reach National Monument, Washington, 2009
- Principal Investigator, 20 Sites NRHP eligibility testing, cultural resource geodatabase and collections management, U.S. Army Yakima Training Center (YTC), Washington, 2008-present
- Principal Investigator, 16,154-acre inventory & 100 sites NRHP registration, U.S. Army YTC, Washington, 2007-present
- Project Manager, land exchange archaeological inventory, Washington State Department of Natural Resources, Kittitas, Yakima & Klickitat counties, Washington, 2006-2007
- Project Manager, on-call contract for cultural resource services, Suncadia Resort, Kittitas County, Washington, 2005-2009.
- Archaeological site mapping specialist for U.S. Army Corps of Engineers, Walla Walla District, Ice Harbour Dam and Lower Monumental Dam, Washington, 2006
- Geospatial Specialist & Stratigrapher, inventory and testing project on Edwards Air Force Base, Lancaster, California, 2006
- Crew Leader, Geospatial Specialist and Subsurface Survey Director, Grant County PUD FERC relicensing project, Washington, 2000-2003

Selected Presentations, Reports & Publications

- In Process, *16,154-Acre Systematic Pedestrian Survey and 100 NRHP Site Evaluations, Yakima Training Center, Yakima and Kittitas Counties, Washington*
- 2009 *Archaeological Survey for the FWS Overlook Burn Seeding Project, Hanford National Monument Wahluke Unit, Grant & Franklin Counties, Washington*
- 2009 *Roslyn Historic District - No. 4 Coal Mine Industrial Open Space Cultural Resource Assessment, Upper Kittitas County, Washington*
- 2008 *GIS Models and Archaeological Assemblage Variation, Middle Columbia River Uplands: U.S. Army Yakima Training Center, WA*. Poster presented with Steve Hackenberger and Gideon Cauffman at the SAA Conference, Vancouver
- 2005 *N.W.I. Company No. 9 Coal Mine Complex 45KT1380 Rope Rider Cultural Resource Management Plan* (with Morris Uebelacker and Nicholas Smith)
- 2004 *GPR Investigations of a Prehistoric Native American Village, Lower Snake River Floodplain, Idaho, USA* (with Brian Whiting). Proceedings of the Tenth International Conference on Ground Penetrating Radar, Delft, Netherlands
- 2000 Archaeological Resource Conservation at Bishop Springs, Potholes Coulee, Eastern Washington. Paper presented at the 53rd Annual Meeting of the Northwest Anthropological Conference, Spokane, Washington

Shane J. Scott
sscott@cwu.edu

Education

- 2003 M.S. Resource Management. Central Washington University. Ellensburg, WA.
- 1996 B.A. Anthropology. Central Washington University. Ellensburg, WA.

Work Experience

2008-Present.

Research Faculty for Central Washington University, Central Washington Anthropological Survey. Current duties include the supervision of on campus capital construction projects and contract work pertaining to federal, state and private undertakings.

- 2002-2008 Tribal Archaeologist for the Yakama Nation. Duties include the review, comment and consultation on multiple projects that are undertaken on lands important to the Yakima Nation. The undertakings include State, Federal, Private, and County undertakings. I have been assigned and have completed archaeological surveys, the writing historic property management plans, completion of determination of eligibilities, identification of traditional cultural properties, evaluation of sites for ARPA cases, and documentation of sites pursuant to landform stabilization.
- 2002 GS-7 Archaeologist for the Naches District of the Wenatchee National Forest. Supervised field crews for cultural resource surveys of various management undertakings. Received red card and government driver license. Participated in multiple fire management activities.

Selected Technical Papers

- 2008 *Mitigation Report Addendum for the No. 9 Coal Mine Complex (45KT1380), Kittitas County, Washington.* Report submitted to Suncadia LLC. Roslyn WA.
- 2008 *HS-5 Survey and Testing Project.* Report submitted to Central Washington University Facilities Department. Ellensburg, WA.
- 2008 *Traditional Cultural Property Monitoring in the Lower Reaches of Nch'i-Wána.* Submitted to the Corp of Engineers, Portland District, Portland OR. (Co-Authored with Gregg Kiona.)
- 2007 *Lincoln Meadow Stream Stabilization Project.* Report Submitted to the Yakama Nation Fisheries Program, Toppenish WA.
- 2006 *Cultural Resources Inventory of the Lyle Falls Fish Passage Enhancement Project.* Report Submitted to the Bonneville Power Administration. Portland Oregon. (Co-Authored with Bill White and Gregg Kiona.)
- 2006 *Cultural Resource Monitoring on the Washington Shore of the Bonneville Pool.* Report Submitted to the Corp of Engineers, Portland District, Portland OR. (Co-Authored with Gregg Kiona.)
- 2006 *Archaeological Damage Report for Site 45KL219, Klickitat County, Washington.* Report Submitted to the Corp of Engineers, Portland District, Portland OR. (Co-Authored with Steve Jenevien.)
- 2005 *Cultural Resource Survey of the Bonneville Lock and Dam Project North Side.* Report Submitted to the Corp of Engineers, Portland District, Portland OR. (Co-Authored with Maralee Wernz.)
- 2004 *Parker Water Project, Installation of Water Quality System in Parker, WA.* Report submitted to the Indian Health Service, Toppenish WA.
- 2002 *Proposed Modifications to Camp Ghormley Cabins: Heritage Evaluation and Consultation Report.* USDA Forest Service: Wenatchee National Forest, Naches Ranger District, Yakima WA. Forest Report Number 2002061708011.