SERVICES/INDEPENDENT CONTRACTOR AGREEMENT

SA No. 14-190

1. PARTIES
Public Utility District No. 1 of Chelan County, Washington (hereinafter "District") has retained Central Washington University – Central Washington Anthropological Survey (CWAS) (hereinafter "Contractor"), a University in the State of Washington, to perform services for the District pursuant to the following terms and conditions of this Services/Independent Contractor Agreement ("Agreement").

2. DEFINITIONS
Acceptance: Notice from District to Contractor that a Deliverable or Service has been completed in accordance with this Agreement.
Deficient or Deficiency: A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to conform to its Specifications, documentation or this Agreement to the District’s satisfaction.
Deliverables: Contractor’s products which result from the Services and which are prepared for District (either independently or in concert with District or third parties) during the course of Contractor’s performance under this Agreement.
Specifications: The technical and other written specifications, directions and Deliverables that define the requirements between District and the Contractor.

3. SCOPE OF SERVICES AND DELIVERABLES
The Services to be performed and the Deliverables to be provided by the Contractor are described in the Scope of Services attached as Exhibit A and by this reference herein incorporated. District shall have the right to review and test the Deliverables following Contractor’s delivery of each to District to determine whether the Deliverables conform to the requirements of the Agreement and to District’s satisfaction. The District may either: reject a Deliverable if it is Deficient or contains a Deficiency, or Accept each Deliverable (“Acceptance”). If the District rejects the Deliverables, Contractor shall, at District’s request, promptly correct all such Deficiencies and, thereafter, District shall again have the opportunity to review and test the Deliverables. If Contractor is not able to correct all Deficiencies in the Deliverables within 30 days following their receipt by District, District shall have the right to terminate this Agreement, which termination shall be deemed due to Contractor’s default.

4. PAYMENT
Unless otherwise agreed and set forth in any exhibits hereto, the District will pay the Contractor monthly for undisputed amounts based on Services performed in accordance with the terms of this Agreement and as itemized on a correct written invoice to the District, as verified by the District Project Leader. All correspondence and invoices should be plainly marked with the SA number referenced above. Invoices may be emailed to APDept@chelanpud.org, or delivered or mailed to Public Utility District No. 1 of Chelan County, 327 N. Wenatchee Ave., P.O. Box 1231, Wenatchee, WA 98807. Contractor shall bill the District on a monthly basis with net payment due thirty (30) days from the date that the correct invoice is received by the District. However, in no event shall the total amount of compensation to be paid by the District for said services, including all fees and costs incurred by the Contractor in the performance of this Agreement, exceed $20,000.00. If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor’s obligations hereunder, District shall have the right to withhold any and all
payments due hereunder to Contractor, without work stoppage by Contractor, until such failure to perform is cured.

A rate schedule is included in Exhibit A. The same may be modified only in writing executed by both parties. The Contractor shall charge only reasonable expenses. For example, air travel shall be coach fare only. If the Contractor charges for the use of equipment, computers or other items, the same must be included and agreed upon in advance in Exhibit A.

5. CHANGES TO SCOPE OF SERVICES, COSTS ESTIMATE OR SCHEDULE
The Scope of Services, costs or schedule shall not be changed except in writing agreed to by both parties. The quoted fees and Scope of Services constitute the best estimate of the fees and tasks required to perform the Services as defined. This Agreement, upon execution by both parties hereto, can be amended only in writing and signed by both parties.

6. RELATIONSHIP OF PARTIES
The parties intend that an independent contractor relationship will be created by this Agreement. The conduct and control of the Services and safety measures required by the Services lie solely with the Contractor. The Contractor is not to be considered an agent or employee of the District for any purpose and the Contractor is not entitled to any of the benefits that the District provides for the District’s employees. It is understood that the Contractor is free to contract for similar services to be performed for other parties while it is under contract with the District, provided that any services for others does not prevent the Contractor from fulfilling all the Contractor’s obligations pursuant to this Agreement.

Contractor, as an independent contractor, understands and acknowledges that it is not entitled and does not desire to be covered by any payroll taxes or other fringe benefits. Contractor agrees to pay its own social security taxes, income taxes and other health insurance benefits.

7. DURATION AND TERMINATION
Services on the project shall begin on January 1, 2015, and the project shall be completed by December 31, 2015. The Agreement shall be terminated by any of the following events: (a) death or dissolution of the Contractor, (b) failure by Contractor to comply with any applicable laws or District policies (c) mutual agreement of the parties, (d) District giving the Contractor not less than fifteen (15) days written notice of termination, (e) failure of Contractor to cure any material breach within seven (7) days of receipt of written notice from the District. The District may at any time stop performance of Services without terminating the Agreement. Otherwise, this Agreement shall remain in force until the Services contemplated hereunder are completed to the satisfaction of the District.

8. INDEMNITY
Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Contractor is covered by the State of Washington Self-Insurance Programs and the Tort Claims Act (Chapter 4.92 RCW). Claims against Contractor and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.
9. CONDITIONS OF SERVICES AND NON-INTERFERENCE
The Contractor has informed itself fully of all conditions relating to the Services to be provided. Insofar as possible the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of the District or any other contractor.

10. INSURANCE
The Contractor shall, at its own expense, provide for the payment of workers compensation benefits to employees employed on or in connection with the Services covered by this Agreement, in accordance with the laws of the state in which the services are to be done. The Contractor shall also, at its own expense, provide for minimum insurance coverage as follows: general liability in the amount of $1,000,000, employer's liability in the amount of $1,000,000. This insurance shall be in effect prior to performing any Services under this Agreement and shall remain in effect for the duration of the Services covered by the Agreement. Additional insurance requirements or conditions may be added by amendment and the District, at its discretion, may require Contractor to provide evidence of such insurance. These insurance requirements shall not be deemed to limit the Contractor's liability to the District or any third party.

11. STANDARD OF PERFORMANCE
Contractor will perform the Services with the level of skill, care and diligence normally provided by and expected of persons performing services similar to and like those to be performed pursuant to this Agreement. Contractor understands and acknowledges that the District will be relying upon the accuracy, competence and credibility and the completeness of the Services to be provided hereunder. All personnel shall be fully qualified and authorized to perform the Services.

12. WORK PRODUCT
All data, designs, drawings, calculations, information obtained, materials information and the results of all Services performed by Contractor hereunder shall be considered work for hire and shall become the property of the District upon completion of the Services provided and shall be delivered to the District prior to final payment.

13. COPYRIGHT
No reports, maps, plans, specifications or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor, or shall be deemed to be copyrighted by virtue of preparation by an engineer or architect or by virtue of any placement of a professional stamp on such reports, maps, plans, specifications or other documents, including but not limited to engineers' and architects' stamps.

14. DISCLOSURE OF CONFIDENTIAL INFORMATION
Contractor shall not divulge to any third parties any information, which is not otherwise publicly available, obtained from or through the District or developed hereunder without first obtaining approval from the District or its designated representative. Contractor shall supply all Deliverables provided hereunder in draft report form to the District for review and comment before any reports are finalized or distributed to any third Parties. The parties have executed a Confidentiality Agreement, it is attached hereto as Exhibit B and the terms are incorporated into this Agreement by this reference.
16. SAFETY
The Contractor and any subcontractors shall take all safety precautions necessary for the prevention of accidents, and shall, at a minimum, comply with all laws and regulations with regard to this matter.

16. ASSIGNMENT/SUBCONTRACT
The Contractor shall not assign this Agreement or any part thereof or subcontract any services without the advanced written approval of the District.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, RULES AND DISTRICT POLICIES
Contractor shall comply with all applicable federal, state and local laws and regulations, all of which are deemed to be incorporated into this Contract as if fully set forth. Additionally, Contractor shall comply with the District’s Security policies and Violence in the Workplace policy, copies of which will be provided to Contractor upon request.

18. APPLICABLE LAW AND ATTORNEY FEES
This Agreement shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington and the rights and obligations of District and Contractor shall be governed by the laws of the State of Washington. Contractor submits to the exclusive jurisdiction of the courts in the State of Washington, USA. Venue for any action filed to enforce or interpret the provisions of this Agreement shall be in Chelan County Superior Court, Chelan County, Washington. In the event of litigation to enforce the provisions of this contract, the substantially prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief allowed.

The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. [60-741.5(d)]

19. ENTIRE AGREEMENT
This instrument and any exhibits hereto contain the entire and final Agreement of the Parties.

20 WAIVER OF BREACH
The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.
21. NOTICES
Any notices shall be effective as personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

Chelan County PUD
Attn: Jennifer Burns
P. O. Box 1231
327 N. Wenatchee Avenue
Wenatchee, WA 98807
Phone: (509) 661-4474
Fax: (509) 661-8203

Central Washington University - CWAS
Attn: Shane Scott
400 East University Way
Ellensburg, WA 98826
Phone: (509) 963-1289

22. AUTHORIZED SIGNATURES
Each individual executing this Agreement warrants he is fully authorized to bind his principal to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 22 day of December, 2014.

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

By: ________________________________
Jennifer Burns
Environmental Coordinator
Date: ________________

CENTRAL WASHINGTON UNIVERSITY
CENTRAL WASHINGTON ANTHROPOLOGICAL SURVEY

By: ________________________________
Kevin Archer
Dean, Grad Studies & Research
Date: ________________
SA NO. 14-190
EXHIBIT A - SCOPE OF SERVICES, RATES AND PROJECT LEADERS

The Contractor executed Services/Independent Contractor Agreement dated the 22nd day of December, 2014. Pursuant to the Agreement, the Contractor agrees to perform the Services described below at the hourly rates or price set forth below:

1. PROJECT DESCRIPTION.
   The Contractor agrees to perform the following Services:

   The project to be performed and the Deliverables to be delivered are described as follows:

   - Technical guidance and recommendations on actions needed to comply with Section 106 of the National Historic Preservation Act, the Archaeological Resources Protection Act, the cultural resource provisions of the National Environmental Policy Act, NAGPRA, and other state and federal cultural resource laws and regulations.

   - Conduct field activities and reporting for any cultural resource inventories, site form updates, or other technical field studies required for ground disturbing activities related to ongoing compliance with FERC license. Work may include:
     - Review and attain copies of all known site form documents stored at the Washington State Department of Archaeology and Historic Preservation (DAHP) in Olympia;
     - Reviews of environmental, archaeological, ethnographic and historical literature appropriate to the project areas;
     - Field survey of project locations for identification of archaeological and historical resources;
     - Limited excavations of shovel probes in those environments which might contain archaeological deposits;
     - Documentation of newly recorded sites within project areas as necessary;
     - Preparation of reports describing background research, field methods, results of investigations, and management recommendations. The reports will include supporting documentation as required, including map(s) and photographs, and will conform to DAHP reporting standards.

   - Contractor shall perform additional cultural surveys as requested by the District. In such cases, Contractor shall submit a specific scope of work and cost estimate to the District within 15 days of survey or as otherwise agreed to by the District’s Project Leader and Contractor.
2. **HOURLY BILLING RATES.**
   
a. The Contractor shall perform the project described above and charge the following hourly rates or price for the services:

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research Director (Ph.D)</td>
<td>$139.00</td>
</tr>
<tr>
<td>Research Associate Archaeologist (M.S)</td>
<td>$105.00</td>
</tr>
<tr>
<td>Archaeologist (M.S)</td>
<td>$70.00</td>
</tr>
<tr>
<td>Archaeological Field Leader (M.S/B.A)</td>
<td>$60.00</td>
</tr>
<tr>
<td>GIS Analyst</td>
<td>$75.00</td>
</tr>
<tr>
<td>Lead Archaeological Technician (B.A.)</td>
<td>$40.00</td>
</tr>
<tr>
<td>Archaeological Technician</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

   *Travel Related Expenses* | Rate
   | Meal per diem                                   | Current per diem rate for Wenatchee, WA |
   | Mileage                                         | Current IRS rate for personal or company vehicle |
   | Hotel                                           | Current per diem rate for Wenatchee, WA or at cost at one of the following hotels, with which the District has negotiated rates: Springhill Marriott Suites, The Coast Wenatchee Center Hotel, La Quinta Inns and Suites, and Red Lion Hotel |

   **Other Expenses**
   
   Film, photography, outside copying, communication, shipping | At cost


b. The total amount of compensation to be paid by the District for said Services shall not exceed $20,000 (inclusive of all fees and costs incurred by the Contractor in the performance of this Agreement).

c. All undisputed and correct Contractor invoices shall be submitted to the District no later than January 5, 2016.

3. **PROJECT LEADERS.**
   
The District's Project Leader is Jennifer Burns, who may be reached by phone at 509-661-4474, by fax at 509-661-8203, and by email at jennifer.burns@chelanpud.org.

   The Contractor's Project Leader is Shane Scott, who may be reached by phone at 509-963-1289 and by email at sscott@cwu.edu.
EXHIBIT B
CONFIDENTIALITY AGREEMENT
SA 14-190

THIS AGREEMENT is made and entered into as of 23rd day of December, 2014 by and between Public Utility District No. 1 of Chelan County ("District") and Central Washington University - Central Washington Anthropological Survey (CWAS), ("Contractor").

WHEREAS, the parties have agreed to disclose to one another detailed financial, commercial or technical information and data in written or other recorded form not otherwise publicly available ("Confidential Information") for the purpose of implementing the Services/Independent Contractor Agreement between the parties; and

WHEREAS, the release or misuse of the Confidential Information could be detrimental to the District and the District is entitled to assurances that such information will be disclosed and used only for purposes of this Agreement and accomplishment of the purposes of the Services/Independent Contractor Agreement between the parties; and

WHEREAS the District is willing and able to provide the Confidential Information under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the undertakings as set forth in this Agreement, the parties hereto agree as follows:

1. For purposes of this Agreement, the Contractor shall be defined as "Recipient" relative to receipt of Confidential Information from the District (the "Disclosing Party").

2. Recipient shall not, without the prior written authorization of the Disclosing Party, utilize any Confidential Information for any purpose whatever except as stated herein. Recipient shall not communicate to third parties any Confidential Information without the prior written authorization of the Disclosing Party and Recipient will not utilize any Confidential Information to the technical or economic disadvantage of the Disclosing Party.

3. Confidential Information shall be disseminated within Recipient's organization (including affiliated companies) only to those who have a "need to know."

4. All Confidential Information shall be marked as such. Either a "Confidential" stamp shall be applied or written instructions shall accompany the transmittal of any Confidential Information.

5. Recipient shall afford Confidential Information the same security and care in handling and storage as Recipient provides for its own similar confidential information.

6. As allowed by law, all Confidential Information shall be retained by the parties subject to the terms of confidentiality specified herein; provided that any
Confidentiality Agreement

Confidential Information disclosed by the Disclosing Party shall remain the property of the Disclosing Party and, upon the request of the Disclosing Party, all Confidential Information in written or other recorded form shall be returned to the Disclosing Party.

7. The obligations of Recipient shall not apply with respect to any specific portion of the Confidential Information, when such Confidential Information:

(a) is known to Recipient prior to receipt and such knowledge is documented in Recipient's records;

(b) is lawfully received from a third party without restriction imposed by or for the benefit of the Disclosing Party and without breach of this Agreement;

(c) is now, or subsequently becomes, generally available to the public by publication or otherwise through no act or wrongful failure to act on the part of Recipient;

(d) is subject to a prior written approval of the Disclosing Party for its disclosure or use by the Recipient;

(e) is subject to a court order or other governmental requirement for disclosure or production, only after Recipient has first given Disclosing Party the opportunity to object to such order or requirement; or

(f) is independently developed by Recipient without benefit of the Confidential Information.

8. Any waiver of any part of this Agreement shall not constitute a waiver of any other part; nor shall a waiver of any breach of this Agreement constitute a waiver of any succeeding breach.

9. Nothing in this Agreement shall be construed as Disclosing Party having granted any rights, either express or implied, under any patents or any rights, either express or implied, in any data or know-how, to Recipient.

10. This Agreement constitutes the entire agreement and understanding between the parties with respect to the furnishing of proprietary or confidential information in connection with the Project, and all prior discussions, negotiations and understandings are superseded.

11. No amendment of this Agreement shall be valid or of any force or effect unless reduced to writing and signed by a duly authorized representative of both parties.

12. Either party may terminate this Agreement at any time by written notice (mailed, hand delivered, or delivered by fax) to the other party. Such termination is effective upon receipt; provided, however, that in the event of
such termination the provisions of this Agreement shall continue to apply with full force and effect for a period of ten (10) years from such termination to all Confidential Information furnished prior to the date of termination.

13. Nothing herein shall prevent Contractor from disclosing to the Board of Commissioners, independent auditor or other proper authority, information which indicates illegal or unlawful activity has occurred or will occur.

14. Because of the unique nature of the information to be provided, the undersigned understands and agrees that irreparable harm will be suffered in the event that the undersigned fails to comply with any of the obligations above and that monetary damages will be inadequate to compensate for such breach. Accordingly, the undersigned agrees that the District will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement.

15. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any action brought pursuant to this Agreement shall be Chelan County.

16. If legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements, in addition to any other relief granted.

THIS AGREEMENT has been executed by a duly authorized representative of each party as of the day first written above.

CENTRAL WASHINGTON UNIVERSITY
CENTRAL WASHINGTON ANTHROPOLOGICAL SURVEY

By: ____________________________
   Kevin Archer
Title: Dean, Graduate Studies & Research

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY

By: ____________________________
   Jennifer Burns
Title: Environmental Coordinator