

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CULTURAL RESOURCES SITE EVALUATION AND EXPERTISE REPORTS AGREEMENT ACTUAL COSTS		ORGANIZATION AND ADDRESS: CONFEDERATED TRIBES OF THE COLVILLE RESERVATION (CCT) OFFICE OF HISTORY AND ARCHAEOLOGY P.O. BOX 150 NESPELEM, WA 99155
AGREEMENT NUMBER GCA-4216	MAXIMUM AMOUNT PAYABLE: \$250,000	PROJECT TITLE AND DESCRIPTION OF WORK: Cultural Resource Services. The performance of site reconnaissance, research, resource recovery, and reporting in accordance with assigned tasks regarding, but not limited to the following types of work: Archaeological, Cultural, Historical and Construction Monitoring.
START DATE: <u>8/9/07</u>	COMPLETION DATE: June 30, 2009	

This AGREEMENT is made and entered into this 9th day of August, 2007, between the Washington State Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called "WSDOT", and the Confederated Tribes of the Colville Reservation hereinafter called the "CCT".

WHEREAS, the federal and state governments have declared a public interest in the conservation, preservation, and protection of the State's archaeological and historical resources, and the knowledge to be derived from the scientific study of these resources, through promulgation of 16 U.S.C. §§ 469-469C-1, 36 CFR Part 800 and RCW 27.53.010; and

WHEREAS, the Federal Highway Administration and WSDOT desire to perform archaeological and historic preservation reconnaissance, site monitoring, and necessary resource recovery to record and preserve knowledge of all archaeological remains and historical sites that would be affected by current and pending state and federal aid transportation projects; and

WHEREAS, the CCT has the necessary qualified personnel, facilities, tools, and equipment to perform such environmental resource evaluation services; and

WHEREAS, the CCT shall be asked to perform work only within the geographic boundaries of the WSDOT's Eastern and North Central Regions; and

WHEREAS, the parties desire to enter into an AGREEMENT under which WSDOT, at its discretion, may assign specific tasks to the CCT necessary to ensure the conservation, preservation, and protection of archaeological and historical resources or to obtain necessary cultural resource information;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, WSDOT does hereby retain

and contract with CCT to conduct research, reconnaissance, site monitoring, or resource recovery as agreed by and between the parties as follows:

Section I Task Assignment

1. The clauses and general provisions in this AGREEMENT will be incorporated by reference in each task assignment of work awarded to the CCT under this AGREEMENT.
2. This AGREEMENT will be implemented in the form of specific Task Assignments issued by the WSDOT through its Agreement Administrator and performed by the CCT. WSDOT's Eastern Region Environmental Manager located in Spokane, Washington will serve as Agreement Administrator. The Task Assignments shall be in writing and signed by both parties. WSDOT is not obligated to assign any specific number of tasks to the CCT.
3. Task Assignments issued by the WSDOT through the AGREEMENT Administrator will be made in the format shown in Exhibit A, attached hereto and incorporated herein by this reference. At the time each task assignment is awarded, and prior to beginning work on that assignment, CCT shall furnish WSDOT with an estimated cost breakdown detailing hours and rates of pay required to complete the task assignment. Costs required to scope and estimate a task (pre-task scoping) are reimbursable to a maximum of \$1,500.00 regardless of whether the task itself is formally authorized. CCT shall furnish WSDOT with an estimated cost breakdown detailing hours and rates of pay required to complete the pre-task scoping estimate. WSDOT will review and approve the cost and agree to the time required to complete the task prior to authorizing work to begin. WSDOT's written authorization shall include the estimated cost and date of completion.
4. A Task Assignment will become effective when all signatures have been obtained on the final Task Assignment Document.
5. In the event the task is not formally authorized, CCT may obtain reimbursement for the costs it has incurred to estimate a task assignment (pre-task scoping), not to exceed a maximum of \$1,500.00, under the terms of section 3 above.
6. In emergency situations, WSDOT may verbally authorize CCT to begin work on a specific task. WSDOT shall provide written confirmation within 3 business days of verbal authorization.
7. If the CCT cannot meet the agreed-upon schedule or cost, CCT may request additional time or cost and shall notify the WSDOT in writing as soon as practical. WSDOT may authorize in writing additional time and costs at its sole option.

Section II

Scope of Work

The professional capabilities of CCT must include Principal Investigators and/or Field Supervisors as qualified archaeologists and/or historians meeting the federal standards per 36 CFR Part 61, to conduct the reconnaissance and research on highways and other transportation projects within proposed or actual rights of way, including borrow and aggregate deposits. Each CCT Principal Investigator and/or Field Supervisor shall submit a completed Professional Qualifications Questionnaire to the AGREEMENT Administrator in Spokane, WA. at the time this AGREEMENT is executed. See Exhibit C for the Professional Qualifications Questionnaire and 36 CFR Part 61 description of professional qualifications required to perform cultural resource work as outlined in this AGREEMENT.

The work of CCT shall consist of all cultural resource services necessary to complete the assigned task on WSDOT right-of-way, or on private property where a right of entry has been granted by the property owner. WSDOT will supply CCT with highway location and construction information that will aid in conducting the reconnaissance and site monitoring.

Cultural resource services may include, but are not limited to the following:

1. During WSDOT Project Development, conduct field reconnaissance and resource recovery and prepare the archaeological and historic reports on a task-by-task basis as required by WSDOT. Site reconnaissance and monitoring, to include physical inspection of rights of way, material sites, drainage changes, detours, and other construction areas. Resource recovery to include site excavation; resource evaluation, testing, and cataloging; report writing; and other operations necessary to complete the recovery. The precise location and preliminary evaluation of sites will be recorded by standardized methods, and, where necessary, test pits will be dug to determine the character of the archaeological features. CCT shall be required to comply with RCW 27.53.060 and WAC 25-48-090 by obtaining all of the necessary permits prior to performing any site work.
2. During project construction, monitor construction activity, conduct field reconnaissance, and perform resource recovery when necessary. Prepare the archaeological and historic resource reports during the construction stage on a task-by-task basis as required by WSDOT.
3. Conduct other work related to archaeology, historic preservation, and cultural resources as determined by WSDOT

CCT will have complete responsibility for the employment and supervision of all personnel used in completing the assigned work. CCT is authorized to use the services of sub-consultants when additional skills, expertise or equipment is necessary in performing work under this AGREEMENT. All sub-consultants hired by the CCT are required to complete a Professional Qualifications Questionnaire, as shown in Exhibit C. The CCT shall submit the Professional Qualifications Questionnaire to the AGREEMENT Administrator in Spokane, WA. WSDOT shall pre-approve any sub-consultants or special equipment required prior to incurring any costs.

Section III Reports

Reports documenting the findings of the reconnaissance, monitoring, or resource recovery will be prepared and submitted to WSDOT no later than the date specified in the Task Assignment Document as shown in Exhibit A. Format for the reports will be as shown in Exhibit B attached hereto and incorporated herein by this reference. Reports covering archaeological or historical sites that are on or eligible for the National Register of Historic Places will contain appropriate detail as required by 36 CFR Part 800 and revisions thereto.

Section IV Time for Beginning and Completion

This AGREEMENT shall become effective upon the date shown in the heading as "START DATE" and shall terminate on June 30, 2009, unless terminated sooner according to Section XX, "Termination of AGREEMENT".

Section V Payment

Payment to the CCT will be on a cost reimbursement basis for actual direct and overhead costs. CCT will conform with all applicable portions of 48 CFR Ch. 1, Part 31.6. Direct costs may include the following:

1. Actual salaries and wages paid, based on the CCT's regular scale for CCT personnel directly employed on the task. At the time each task is assigned, the CCT will provide a copy of their certified payroll to the AGREEMENT Administrator for each CCT employee assigned to the task. The WSDOT shall pay actual salaries as supported by the documented pay scale of those employed for the task.
2. Actual payroll costs for employee's benefits. At the time each task is assigned, the CCT will provide a copy of their certified payroll to the AGREEMENT Administrator for each CCT employee assigned to the task. The WSDOT shall pay actual costs for employee's benefits as supported by the documented pay scale of those employed for the task.
3. Invoiced costs without mark-up for materials, equipment, and supplies used.
4. Equipment rental at rates that the CCT or its sub-consultants charge in their own operations. Reimbursement for equipment use costs will be limited to only those incurred on the project. WSDOT shall be notified as to what the rental rates shall be prior to incurring any costs. If proposed rates are not acceptable, WSDOT shall have the authority to bring in their own or other rented equipment.

5. Travel and transportation expenses incurred for travel directly connected with the project at current rates for state employees as specified in the latest edition of the Washington State Department of Transportation Chapter 10 Travel Rules and Procedures and revisions thereto.
6. Invoice costs of work performed by sub-consultants. The WSDOT shall pay actual costs, without additional markups to WSDOT, for sub-consultants as supported by invoices and the documented rates for those sub-consultants used for the task.
7. In the event of termination, prior to fulfillment of the terms of a Task Assignment or specific item in an Administrative Task Assignment, the CCT will be reimbursed only for actual expenses, both direct and indirect, incurred to the date of termination.

Reimbursement for overhead will be based on the breakdown of overhead costs as shown in Exhibit D. WSDOT shall approve CCT's overhead rate prior to executing this AGREEMENT.

The CCT will keep available for inspection and audit by representatives of WSDOT and the Federal Highway Administration, for a period of three years after final payment for a specific Task Assignment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records, with the following exception: if any litigation, claim, or audit is started before the expiration of the three-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period begins after final invoice is received from the CCT.

The CCT will make the initial payments of all costs incurred in conducting reconnaissance, monitoring, or resource recovery. The CCT's costs will be reimbursed by WSDOT, when approved by WSDOT. Invoices detailing the charges and expenses incurred may be submitted not more often than once a month. Reimbursement will not be made for any costs not clearly supported by the CCT's records. Each statement of charges and expenses will include Task Assignment number, project number, AGREEMENT number, and the day, month, and year costs were incurred. Statements for extended or continuing projects will also include a simple balance sheet showing the original plus supplemental Task Assignment authorizations, funds spent to date, and balance remaining. Extended projects are those lasting more than 90 days from the first day work begins. Extended projects will be billed monthly. All other projects will be short-term and billed once at the completion of the Task Assignment. Statements will also show the date the report, if any, was sent to WSDOT, or, on extended projects, the anticipated transmittal date.

CCT agrees to comply with all applicable sections of the prompt payment laws set forth in RCW 39.04.250 and RCW 39.76.011.

Section VI Proprietary Rights

The parties to the AGREEMENT agree that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions will be the sole property of the CCT. However, the CCT agrees to and does hereby grant to all departments and

agencies of the state of Washington and the United States government, and to all counties, municipal corporations and regional transportation agencies, an irrevocable, nonexclusive, nontransferable, and royalty-free license to apply each discovery or invention in the manufacture, use, and disposition, according to law, of any article or material, and in the use of any methods, that may be developed as a part of the work under this AGREEMENT. The license shall include any updates or modifications made to the discovery or invention.

Section VII Inspection of Work

WSDOT and the Federal Highway Administration will at all times be accorded proper facilities for review and inspection of the work hereunder and will at all reasonable times have access to the premises, and to all data, notes, records, correspondence, instructions, and memoranda of every description pertaining to the work hereunder.

Section VIII Ownership of Data

It is understood that all data or materials gathered during the reconnaissance, site monitoring, or resource recovery will be the property of the State of Washington and will be vested with the State, or the legal property owner. When the property belongs to another public agency, e.g., National Park Service, Bureau of Indian Affairs, recognized Indian Tribes, etc., having vested interest in data or materials, that agency will retain ownership. If the legal property owner refuses ownership of data or materials, the State will retain such data or materials. The CCT may be directed to maintain the recovered data or materials until a permanent approved repository is established by the State Historic Preservation Officer. Final disposition on any find or discovery must be in compliance with Chapter 27.53 RCW.

Section IX Equipment and Instrumentation

It is mutually agreed by and between the parties hereto that all apparatus and equipment, including small tools, that are purchased with funds provided by WSDOT shall become the property of WSDOT and shall be used only in connection with work done under this AGREEMENT.

Section X Publication

This AGREEMENT is to develop information for the protection of archaeological remains and historic sites. Unless required by a court or by statute, neither party shall release information developed under this AGREEMENT except when complying with RCW 27.53.080, prior to publication or release to the general public of a report or completion of the specific Task

Assignment under which the information was developed except to the legal property owner, and, when appropriate, the Federal Highway Administration.

If FHWA is a partner to an assigned task, the publication of a report shall give credit to the U. S. Department of Transportation, Federal Highway Administration.

Section XI Employment

CCT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CCT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CCT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warrant, WSDOT shall have the right to annul this AGREEMENT without liability, or, at its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CCT or other persons engaged in the performance of any work or services required of the CCT under this AGREEMENT, shall be considered employees of the CCT only and not of WSDOT. Any and all claims that may arise under any Workmen's Compensation Act on behalf of said employee or other persons, while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CCT's employees or other persons while so engaged, shall be the sole obligation and responsibility of the CCT.

During the period of the AGREEMENT, the CCT shall not engage, on a full-time, part-time, or other basis, any professional or technical personnel who are or have been, at any time during the period of the AGREEMENT, in the employ of the Federal Highway Administration, or WSDOT, except regularly retired employees, without written consent of the public employer of such person. Consideration shall be given to hiring local tribal persons to assist with reconnaissance and resource recovery where feasible.

Section XII Non-Discrimination

Federal civil rights laws and tribal laws recognize the right of Indian Tribes to provide for Indian preference employment. The CCT will comply with these and other applicable laws, and further agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rate of pay or other forms of compensation; selection for training; rendition of services. The CCT understands and agrees that if it violates this non-discrimination provision, this AGREEMENT may be terminated by WSDOT now or in the future, unless a showing is made satisfactory to WSDOT that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this contract, the CCT, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with regulations: The CCT shall comply with the regulations relative to non-discrimination in the same manner as in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21 (hereinafter referred to as the Regulations) as they may be amended from time to time, which are herein incorporated by reference and made a part of this AGREEMENT.
2. Non-discrimination: With regard to work it performs during the AGREEMENT, the CCT shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin, or handicap, except for a bona fide occupational qualification in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The CCT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix 11 of the Regulations.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations the CCT makes either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CCT of the CCT's obligation under this contract to comply with the Regulations relative to nondiscrimination on the grounds of race, creed, color, national origin, sex, age, marital status, and handicap.
4. Information and Reports: The CCT shall provide all information and reports required by the Regulations, or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by WSDOT to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CCT is in the exclusive possession of another who fails or refuses to furnish this information, the CCT shall so certify to WSDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the CCT's noncompliance with the nondiscrimination provisions of this contract, WSDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CCT under the AGREEMENT until compliance, and/or
 - b. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provisions: The CCT shall include the provisions of paragraphs 1 through 5 above in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. The CCT shall

take such action with respect to any sub-consultant or procurement as WSDOT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CCT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CCT may request WSDOT to enter into such litigation to protect the interest of WSDOT, and, in addition, the CCT may request the United States to enter into such litigation to protect the interests of the United States.

7. The CCT shall comply with RCW 49.60.180, prohibiting unfair employment practices, and the Executive Orders numbered E.0.70.01 and E.0.66-03 of the Governor of the State of Washington.

Section XIII Amendment

This AGREEMENT may be amended by a written supplement. Any supplement shall be mutually agreed upon in writing prior to undertaking any work or incurring any costs covered by such AGREEMENT. Changes to Task Assignments made under this AGREEMENT shall be made in writing and signed by WSDOT's AGREEMENT Administrator located in Spokane, WA.

Section XIV Assignment of Work

The CCT shall not assign any of the work covered by this AGREEMENT, including sub-consultants, without prior written approval of WSDOT. If time is of the essence, verbal approval may be granted by WSDOT's AGREEMENT Administrator located in Spokane, and will be confirmed in writing within three business days.

Section XV Legal Relations and Hold Harmless

CCT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

CCT shall indemnify and hold the STATE of WASHINGTON and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from CCT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require CCT to indemnify the STATE against and hold harmless the STATE from claims, demands or suits based solely upon the conduct of the STATE, its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) CCT's agents or employees, and (b) the STATE, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the STATE of defending such claims and suits

shall be valid and enforceable only to the extent of CCT's negligence or the negligence of CCT's agents or employees.

CCT's relation to the STATE shall be at all times as an independent contractor. CCT specifically assumes potential liability for actions brought by CCT's own employees against the STATE and, solely for the purpose of this indemnification and defense, CCT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Section XVI Applicable Laws, Jurisdiction and Venue

In the event that a dispute arises under this Agreement that cannot be resolved between the parties, the parties will attempt to resolve the dispute in the following manner: each party will appoint a member to a disputes resolution board. The members so appointed will jointly appoint a third member to the disputes board who is not employed by or affiliated with the parties. The dispute board shall evaluate the facts, contract terms, and applicable laws, and make a determination of the dispute. Such a determination is binding on the parties. The parties must use this process before instituting legal action under Section XVI.

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in Spokane County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision of the Superior court in accordance with the laws of the State of Washington. The CCT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in Spokane County.

Section XVII No State Obligations to Third Parties

No AGREEMENT between the CCT and its sub-consultants shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent and notwithstanding its concurrence in, or approval of, the award of any such AGREEMENT or sub AGREEMENT or the solicitation thereof. The CCT hereby agrees to include this provision in all AGREEMENTS it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section XVIII No Waiver of WSDOT's Rights

Neither the acceptance by the WSDOT nor any payment for the whole or any part of the work, nor any extension of time, nor any possession taken by the WSDOT shall operate as a waiver of any portion of the AGREEMENT or any power herein reserved or any right to damages herein provided,

or bar recovery of any money wrongfully or erroneously paid to the CCT. A waiver of any breach of the AGREEMENT shall not be held as a waiver of any other or subsequent breach.

Section XIX
Limited Waiver of Sovereign Immunity

The CCT hereby expressly grants a limited waiver of its sovereign immunity defense to any claim, cause of action, whether legal or equitable, arising under this AGREEMENT. The CCT does not waive its sovereign immunity against third parties whose claims or causes of action are independent of this agreement.

XX
Termination of AGREEMENT

The right is reserved by the parties to terminate this AGREEMENT at any time upon thirty (30) days written notice, by certified mail, to the designated representative of the other party. The designated representatives for the parties are as follows:

CCT: Tribal Chairman
Confederated Tribes of the
Colville Indian Reservation
Tribal Council
P. O. Box 150
Nespelem, WA. 99155

WSDOT: Regional Administrator
WSDOT Eastern Region
2714 N. Mayfair Street
Spokane, WA. 99207

In the event this AGREEMENT is terminated by the WSDOT through the WSDOT Regional Administrator other than for default on the part of the CCT, a final payment shall be made to the CCT which, when added to any payments previously made, shall total the actual costs of the work completed at the time of termination.

No payment shall be made for any work completed after ten days following receipt by the CCT of the notice of termination. If the accumulated payment made to the CCT prior to notice of termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CCT shall immediately reimburse the WSDOT for any excess paid.

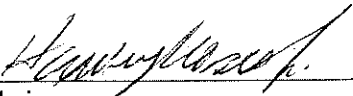
If the services of the CCT are terminated by the WSDOT through the WSDOT Regional Administrator for default on the part of the CCT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the WSDOT with consideration given to the actual costs incurred by the CCT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the WSDOT at the time of termination; the cost to the WSDOT of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the WSDOT of the work

performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in the previous paragraph.

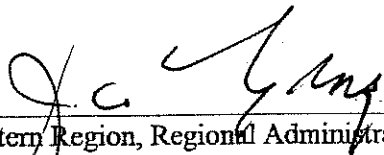
If it is determined for any reason that the CCT was not in default or that the CCT's failure to perform is without the CCT's or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the WSDOT in accordance with the provision of this AGREEMENT.

Payment for any part of the work by the WSDOT shall not constitute a waiver by the WSDOT of any remedies of any type it may have against the CCT for any breach of this AGREEMENT by the CCT, or for failure of the CCT to perform work required of it by the WSDOT. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CCT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year above written.




Chairman,
Confederated Tribes of the Colville Reservation

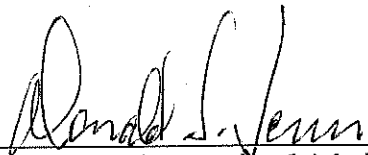


Eastern Region, Regional Administrator,
Washington State Department of Transportation

Approved as to form:



Assistant Attorney General,
Washington State Department of Transportation



North Central Region, Regional Administrator,
Washington State Department of Transportation

Date: August 12, 2005

Federal Acquisition Regulation

31.701

which is in effect on the date of the contract.

(b) Agencies are not expected to place additional restrictions on individual items of cost. However, under 10 U.S.C. 2324(e) and 41 U.S.C. 256(e), the following costs are unallowable:

(1) Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).

(2) Costs incurred to influence (directly or indirectly) legislative action on any matter pending before Congress, a State legislature, or a legislative body of a political subdivision of a State.

(3) Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding (including filing of any false certification) brought by the United States where the contractor is found liable or has pleaded *nolo contendere* to a charge of fraud or similar proceeding (including filing of a false certification).

(4) Payments of fines and penalties resulting from violations of, or failure to comply with, Federal, state, local, or foreign laws and regulations, except when incurred as a result of compliance with specific terms and conditions of the contract or specific written instructions from the contracting officer authorizing in advance such payments in accordance with applicable regulations in the FAR or an executive agency supplement to the FAR.

(5) Costs of any membership in any social, dining, or country club or organization.

(6) Costs of alcoholic beverages.

(7) Contributions or donations, regardless of the recipient.

(8) Costs of advertising designed to promote the contractor or its products.

(9) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.

(10) Costs for travel by commercial aircraft which exceed the amount of the standard commercial fare.

(11) Costs incurred in making any payment (commonly known as a "golden parachute payment") which is—

(i) In an amount in excess of the normal severance pay paid by the contractor to an employee upon termination of employment; and

(ii) Is paid to the employee contingent upon, and following, a change in management control over, or ownership of, the contractor or a substantial portion of the contractor's assets.

(12) Costs of commercial insurance that protects against the costs of the contractor for correction of the contractor's own defects in materials or workmanship.

(13) Costs of severance pay paid by the contractor to foreign nationals employed by the contractor under a service contract performed outside the United States, to the extent that the amount of the severance pay paid in any case exceeds the amount paid in the industry involved under the customary or prevailing practice for firms in that industry providing similar services in the United States, as determined by regulations in the FAR or in an executive agency supplement to the FAR.

(14) Costs of severance pay paid by the contractor to a foreign national employed by the contractor under a service contract performed in a foreign country if the termination of the employment of the foreign national is the result of the closing of, or curtailment of activities at, a United States facility in that country at the request of the government of that country.

(15) Costs incurred by a contractor in connection with any criminal, civil, or administrative proceedings commenced by the United States or a State, to the extent provided in 10 U.S.C. 2324(k) or 41 U.S.C. 256(k).

[48 FR 42301, Sept. 19, 1983, as amended at 42660, Aug. 16, 1995]

Subpart 31.7—Contracts With Nonprofit Organizations

31.701 Purpose.

This subpart provides the principles for determining the cost applicable to work performed by nonprofit organizations under contracts with the Government. A nonprofit organization, for purpose of identification, is defined as

EXHIBIT A

TASK ASSIGNMENT FORM



Agreement No. (To be filled in by Agreement Manager)

Task No. _____ Amendment No. _____ Work Order No(s). _____

All terms and conditions of this agreement are in full force and effect for this Task Order document.

Project Information

Project Title	
State Route No(s).	Fed. Aid Project No(s).
Org. Code of Work Order No(s).	Fed. Aid Participating Percentage(s):

Task Manager Information

Task Manager	Phone	Mailstop
Mailing Address		

Consultant

Consultant	Contact
Address	Phone
	Federal I.D. No.

Scope of Task Order

Provide brief description of work and reference attachments for prime consultant and all subconsultants (to include detailed description of work schedule and estimate).

Report Due Date

--

Task Schedule and Cost

New Task

Task Amendment

Pretask Start Date _____	Pre-Task Amt. _____	Previous Authorized Amt. _____
<i>No payment for pre-task work done PRIOR to this date</i>		
Task Start Date _____	Task Amt. _____	Task Amendment Amt. _____
<i>No payment for work done PRIOR to this date</i>		
Task End Date _____	Total Task Amt. _____	Total Amended Task Amt. _____
<i>No payment for work done AFTER this date</i>		

Approval Signatures ******Note: Two original signed Documents are required.******

Consultant

Washington State Department of Transportation

Agreement Manager *(Signature required for execution of document ONLY for Creative Media Services Agreements)*

Distribution: Originals: Consultant
 Accountant

Copies: File Consultant Services
 Task Manager Other

EXHIBIT B

CULTURAL RESOURCES REPORT CHECK LIST



Discipline Report Checklist Cultural Resources

Project Name: _____ Job Number: _____

Contact Name: _____

Date Received: _____ Date Reviewed: _____ Reviewer: _____

(SAT = Satisfactory; INC = Incomplete; MIS = Missing; N/A = Not Applicable)

Answers are required for questions which have no N/A box.

I. Introduction

SAT INC MIS N/A

- | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | A. Identified CR survey and research methods. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | B. Identified information resources (reports, agency contacts, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | C. Provided project vicinity map(s) which include: |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | 1. Project alternatives and ROW lines. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | 2. Significant geographic features and landmarks. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | 3. Jurisdictional boundaries. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Identified historic properties (National Register – listed and eligible properties) that are located within the project's area of potential effects. |

II. Affected Environment

SAT INC MIS N/A

- | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A. Provided a description of the affected historic properties which included information on the characteristics that qualify each property for inclusion in the National Register. |
|--------------------------|--------------------------|--------------------------|--------------------------|--|

III. Impacts

SAT INC MIS N/A

- | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A. Identified the potential impacts from each project alternative on each historic property. The report considered construction and operational impacts from project development. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | B. Identified the cumulative environmental effects of the proposed actions, in the context of other actions in the surrounding environs. |

IV. Mitigation

SAT INC MIS N/A

A. Suggested possible mitigation measures for each adverse impact addressed in the previous section. A Memorandum of Agreement among consulting parties will be developed and executed to stipulate resolution of adverse effects.

V. Summary

The summary must include enough detail so that it can be included in the EIS with only minor modification. The summary must include:

SAT INC MIS N/A

A. Summary of the analysis done and conclusions reached.

B. The objectives of the project.

C. Historic and cultural resources present in project area.

D. Impacts of all alternatives, including the no-build alternative.

E. Recommended mitigation.

F. Comparison of alternatives based on impacts and cost-effectiveness of mitigation.

General Comments: _____

February 1999

EXHIBIT C

SECRETARY OF THE INTERIOR
PROFESSIONAL QUALIFICATION
STANDARDS

CULTURAL RESOURCE SPECIALIST
QUALIFICATIONS

PROFESSIONAL QUALIFICATION
QUESTIONNAIRE

Secretary of the Interior Guidelines for Historic Preservation Projects The guidelines for the Secretary of the Interior's Standards for Historic Preservation Projects, not included here because of their length, may be obtained separately from the National Park Service.

Professional Qualifications Standards

The following requirements are those used by the National Park Service, and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved.

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
2. At least four months of supervised field and analytic experience in general North American archeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history, or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture

The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

Cultural Resource Specialist Qualifications:

At times a Cultural Resource Specialist, knowledgeable in Colville Indian history and the traditions and cultural needs of the Colville people, will be needed to interpret cultural resources for potential impacts related to WSDOT projects. When it is determined to be necessary by the CCT, the CCT shall at their discretion, appoint a cultural resource specialist, who meets the qualifications determined acceptable to the CCT, to aid WSDOT in the recognition of sensitive cultural lands and resources.

PROFESSIONAL QUALIFICATIONS QUESTIONNAIRE

Archaeologist

The Secretary of the Interior's Standards define a professional archaeologist as having a graduate degree in archaeology, anthropology, or closely related field plus at least one year of full-time professional experience or equivalent specialized training in archaeological research and at least four months of supervised field and analytical experience in North American archaeology.

Name: Sean C. Hess

Affiliation: Tribal Archaeologist, Colville Confederated Tribes

1. Graduate Academic Degree(s)

Degree: Ph D.

Subject: Anthropology (Archaeology emphasis)

Date: Dec. 1997

University: Washington State University

Degree: M.A.

Subject: Anthropology (Archaeology emphasis)

Date: Aug. 1989

University: University of Oregon

2. Establishment of at least one year full-time professional experience or equivalent specialized training in archaeological research:

Job Title: Field Director

Employer: Blukis Onat Applied Sciences (BOAS)

Duration: Aug 1989 - July 1991

Duties: Directing archaeological surveys and excavations;
Directing laboratory analysis of recovered items;
Bid preparation; writing reports resulting from
survey and excavation projects; tribal consultation

Archaeologist (Cont.)

3. Establishment of at least four months of supervised field and analytical experience in North American Anthropology. Please demonstrate that you meet the above listed criteria by providing the following:

Job Title: Arch. Field School Student ; Asst. Director of Field School
Employer: Univ. of Oregon ; Univ. of Oregon
Duration: July to August 1986 ; July to Aug. 1989 => 4 mon. total
Duties: Participate in arch. survey and excavation in E. Oregon ; Assisted in directing all phases of an archaeological field school

4. Please list reports, papers or presentations that demonstrate your ability to carry research to completion.

Hess, Sean C. 1997. Rocks, Range, & Renew: Using Distance-Decay Effects to Study Late Pre-Mazama Period Obsidian Acquisition and Mobility in Oregon and Washington. Ph. D. dissertation. Dept. of Anthropology, Washington State University.

5. In addition to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology shall have at least one year of full-time experience at the supervisory level in the study of archaeological resources of the historic period.

Please demonstrate that you meet the above listed criteria by providing the following:

Job Title: Senior Technical Archaeologist
Employer: Science Applications International Corp. (SAIC)
Duration: Nov. 1996 to June 1998 (1 yr. ; 8 mon.)
Duties: Directing archaeological surveys and excavations;
directing laboratory analysis of recovered items;
bid and contract preparation; writing reports;
preparation of documents for NEPA process;
all work related to prehistoric archaeology

To the best of my knowledge, this information is complete and accurate.

Name (signature): Sean C. Hess

Date: 7/26/07

SEAN C. HESS, PH.D.

Work Contact Information

History/Archaeology Program
Colville Confederated Tribes
P.O. Box 150, Nespelem, WA 99155
(509) 634-2691 [desk]; (509) 631-2130 [cell]
sean.hess@colvilletribes.com

Personal Contact Information

304 Stevens Street
Coulee Dam, Washington 99116
(509) 633-7158
schess@couleedam.net

Education

- ♦ Washington State University (WSU) - Ph.D, 1997
- ♦ University of Oregon (UO) - M.A., 1989; B.A., 1987 - *summa cum laude*; Phi Beta Kappa

Select Professional Experience

- ♦ July 2000 to present - Tribal Archaeologist
employer: Colville Confederated Tribes (CCT) - Nespelem, Washington
duties: assist with S.106 consultation; cultural resources surveys; fire rehab.; regulatory development
- ♦ June 1999 to July 2000 - Project Archaeologist
employer: Historical Research Associates, Inc. (HRA) - Seattle, Washington
duties: All phases of project execution from bid preparation to report writing and editing
- ♦ July 1998 to June 1999 - Consulting Archaeologist
employer: Science Applications International Corporation (SAIC) - Santa Barbara, California
duties: Consultation with SAIC regarding projects in the Sacramento Valley and western Nevada
- ♦ November 1996 to June 1998 - Senior Technical Archaeologist
employer: Science Applications International Corporation (SAIC) - Santa Barbara, California
duties: All phases of archaeological project execution; preparation of EIS chapters
- ♦ August 1996 to October 1996 - Crew Chief
employer: Bureau of Land Management (BLM) - Richfield, Utah
duties: Overseeing a survey crew in central Utah and reporting results
- ♦ May 1994 to July 1994 - Crew Chief
employer: Archaeological Investigations Northwest, Inc. (AINW) - Portland, Oregon
duties: Overseeing a survey crew in southwestern Oregon and reporting results
- ♦ March 1994 to May 1994 - Field Director
employer: Blukis Onat Applied Sciences, Inc. (BOAS) - Seattle, Washington
duties: Leading a survey in the Columbia Gorge and reporting results
- ♦ May 1993 to August 1993 - Field Crew and Crew Chief
employer: AINW
duties: Test excavations, overseeing survey crew, and reporting results of investigations in Oregon
- ♦ May 1992 to August 1992 - Crew Chief
employer: PIII Associates, Inc. - Salt Lake City, Utah
duties: Overseeing data-recovery excavations in northern Nevada
- ♦ August 1989 to July 1991 - Field Director
employer: BOAS
duties: Bid preparation, project management, and report writing for projects throughout Washington

PROFESSIONAL QUALIFICATIONS QUESTIONNAIRE

Archaeologist

The Secretary of the Interior's Standards define a professional archaeologist as having a graduate degree in archaeology, anthropology, or closely related field plus at least one year of full-time professional experience or equivalent specialized training in archaeological research and at least four months of supervised field and analytical experience in North American archaeology.

Name: John Pouley

Affiliation: Colville Confederated Tribes, History/Archaeology Program

1. Graduate Academic Degree(s)

Degree: Master of Arts

Subject: Anthropology

Date: 2001

University: Washington State University

Degree: Bachelor of Science

Subject: Anthropology

Date: 1997

University: Central Washington University

2. Establishment of at least one year full-time professional experience or equivalent specialized training in archaeological research:

Job Title: Archaeology Supervisor

Employer: Ethnoscience Inc

Duration: 1/2/2002 - 4/19/2004

Duties: Supervise archaeological surveys and NRHP Evaluative testing projects; Report production and processing; Data Recovery and Salvage projects.

Archaeologist (Cont.)

3. Establishment of at least four months of supervised field and analytical experience in North American Anthropology. Please demonstrate that you meet the above listed criteria by providing the following:

Job Title: <u>Archaeology Technician</u>	<u>Archaeology Technician</u>
Employer: <u>CWV Field School</u>	<u>National Park Service</u>
Duration: <u>JUNE 1996 - SEPT 1996</u>	<u>JUNE 1999 - AUGUST 1999</u>
Duties: <u>Survey, Site Recording</u> <u>Artifact Processing</u>	<u>Excavation, Level Forms</u> <u>Total Station operation, Profiles,</u> <u>Artifact processing</u>

4. Please list reports, papers or presentations that demonstrate your ability to carry research to completion. Reports (N=60), Presentations (N=6)

Sample Reports (Author)

2007 - Kettle Falls Culture Chronology Addendum: Addressing the temporal Gaps

2007 - Summary Report of Site Recommendations: A Review of Recommendations from Archaeological Testing and Excavations in the Grand Coulee Dam Cultural Resources Project Area 1939-2005

5. In addition to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology shall have at least one year of full-time experience at the supervisory level in the study of archaeological resources of the historic period.

Please demonstrate that you meet the above listed criteria by providing the following:

Job Title: Project Archaeologist
Employer: Colville Confederated Tribes, History/Archaeology Program
Duration: 5/3/2004 to present (7/26/2007)
Duties: Survey, testing, excavation, WRITE Evaluation Projects: Budgets,
Crew Supervisor, Fieldwork, Assist w/scopes of work, Report
production. Assist Federal Agencies (FCRPS) with
Section 106 Compliance, Serve the Colville Confederated Tribes

To the best of my knowledge, this information is complete and accurate.

Name (signature):

John C. Pringle

Date:

7/26/2007

PROFESSIONAL QUALIFICATIONS QUESTIONNAIRE

Historian

The Secretary of the Interior's Standards define a professional historian as having a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field.

Name: Michael Finley

Affiliation: Colville Confederated Tribes

1. Graduate Academic Degree(s)

Degree: Master of Arts

Subject: History

Date: June 2005

University: Eastern Washington University

Degree: Bachelor of Arts

Subject: History

Date: December 2004

University: Eastern Washington University

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; OR (2)

Job Title: Historian

Employer: Colville Confederated Tribes

Duration: 2.5 years

Duties: _____

Historian (Cont.)

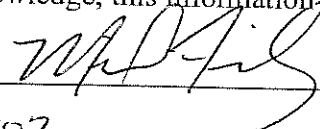
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Please list reports, papers or presentations that demonstrate your contribution through research and publication to the body of scholarly knowledge in the field of history.

* See attached *

To the best of my knowledge, this information is complete and accurate.

Name (signature):



Date:

7-26-07

Professional Reports:

Lost Traditions: A Traditional Cultural Impact Study of the Confederated Tribes of the Colville Reservation Along the Spokane River, Coeur d'Alene Lake and Their Tributaries April 30, 2005 Prepared for the Spokane River Hydroelectric Project License No. 2545; in partial fulfillment of Contract # R-22634.

Traditional Cultural Property Study associated with the Priest Rapids Hydroelectric Project/FERC Project #2114 and Confederated Tribes of the Colville Reservation. Prepared by Michael Finley History/Archaeology Program, Confederated Tribes of the Colville Reservation, 2006. Prepared for the Grant County PUD #2

Traditional Cultural Property Study for the Moses Coulee. Prepared By Colville Confederated Tribes, History/Archaeology Program Michael O. Finley, Principal Investigator, May 2007. Prepared For Bureau of Land Management, Contract No.HAP063016 1103 N. Fancher Road, Spokane, Washington 99212.

Pending Publication:

Finley, Michael O. and Richard D. Scheuerman, *Finding Kamiakin: The Life and Legacy of a Northwest Patriot*. Coming 2008, Washington State University Press

PROFESSIONAL QUALIFICATIONS QUESTIONNAIRE

Archaeologist TRADITIONAL CULTURAL PROPERTY COORDINATOR

The Secretary of the Interior's Standards define a professional archaeologist as having a graduate degree in archaeology, anthropology, or closely related field plus at least one year of full-time professional experience or equivalent specialized training in archaeological research and at least four months of supervised field and analytical experience in North American archaeology.

Name: DONALD SHANNON

Affiliation: CONFEDERATED TRIBES OF THE COLVILLE RESERVATION, HISTORY/ARCHAEOLOGY PROGRAM

1. Graduate Academic Degree(s)

Degree: MASTER OF ARTS
Subject: ANTHROPOLOGY
Date: 1996
University: WASHINGTON STATE UNIVERSITY

Degree: GRADUATE RESEARCH ASSISTANT
Subject: NATIVE AMERICAN STUDIES
Date: 1999-2000
University: UNIVERSITY OF OKLAHOMA

2. Establishment of at least one year full-time professional experience or equivalent specialized training in archaeological research:

Job Title: TRADITIONAL CULTURAL PROPERTY COORDINATOR
Employer: CONFEDERATED TRIBES OF THE COLVILLE RESERVATION
Duration: JANUARY 2003 - PRESENT
Duties: ALL PHASES OF RESEARCH, WRITING, AND EDITING OF CONTRACT DELIVERABLES FOR FEDERAL AGENCIES. PREPARATION OF SCOPES OF WORK, BUDGETS, AND CONTRACTS. PRESENTING RESULTS OF RESEARCH TO CULTURAL RESOURCE PROFESSIONALS AT REGIONAL CONFERENCES.

Archaeologist (Cont.)

3. Establishment of at least four months of supervised field and analytical experience in North American Anthropology. Please demonstrate that you meet the above listed criteria by providing the following:

Job Title: TRADITIONAL CULTURAL PROPERTY PROJECT SUPERVISOR
Employer: CONFEDERATED TRIBES OF THE COLVILLE RESERVATION
Duration: JANUARY 2003 - PRESENT
Duties: REPORT WRITING INCLUDING MONTHLY AND ANNUAL REPORTS, CONDUCTING BACKGROUND RESEARCH, CONDUCTING INTERVIEW WITH SALISH SPEAKING ELDER, COMPILING AND MAPPING SALISH PLACE NAMES.

4. Please list reports, papers or presentations that demonstrate your ability to carry research to completion.

2007, ① "LETTER OF PRELIMINARY RESULTS, HIGH CLASS I TRADITIONAL CULTURAL PROPERTY INVENTORY FOR POTHOLES SUPPLEMENTAL FEED ROUTE AND OPESSA SUBAREA SPECIAL STUDY AREA, COLUMBIA BASIN PROJECT, WASHINGTON". PREPARED FOR UNITED STATES BUREAU OF RECLAMATION, YACUMON WA.

② "TRADITIONAL CULTURAL PROPERTY RESEARCH AT THE COLVILLE CONFEDERATED TRIBES". PAPER PRESENTED AT THE NORTHWEST ANTHROPOLOGICAL MEETINGS, PULLMAN WA, 3/15/07.

5. In addition to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology shall have at least on year of full-time experience at the supervisory level in the study of archaeological resources of the historic period.

Please demonstrate that you meet the above listed criteria by providing the following:

Job Title: TRADITIONAL CULTURAL PROPERTY COORDINATOR
Employer: CONFEDERATED TRIBES OF THE COLVILLE RESERVATION
Duration: JANUARY 2007 - PRESENT.
Duties: SUPERVISION OF THREE TO FOUR TRADITIONAL CULTURAL PROPERTY TECHNICIANS IN ALL PHASES OF REPORT PREPARATION, PHOTOGRAPHY, RECORDING, AND INTERVIEWS.

To the best of my knowledge, this information is complete and accurate.

Name (signature): D. Sha

Date: 26 JULY 2007

PROFESSIONAL QUALIFICATIONS QUESTIONNAIRE

~~Historian~~ TRADITIONAL CULTURAL PROPERTIES COORDINATOR

The Secretary of the Interior's Standards define a professional historian as having a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field.

Name: BRADFORD DENNIS WAZANEY

Affiliation: CULVILLE CONFEDERATED TRIBES HISTORY/ARCHAEOLOGY PROGRAM

1. Graduate Academic Degree(s)

Degree: P.H.D

Subject: ANTHROPOLOGY

Date: MAY, 2006

University: WASHINGTON STATE UNIVERSITY

Degree: M.A.

Subject: AMERICAN STUDIES

Date: MAY, 2001

University: UNIVERSITY OF WYOMING

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; OR (2)

Job Title: FIELD ARCHAEOLOGIST

Employer: DESERT RESEARCH INSTITUTE (RENO, NEVADA)

Duration: 2004-2006

Duties: CULTURAL RESOURCES SURVEY OF 3900 ACRES AS
PART OF THE STRYKER OT PROJECT, DUGWAY
PROVING GROUND, TOOELE COUNTY, UTAH

AUGUST 7, 2006 - PRESENT

TRADITIONAL PROPERTY COORDINATOR, Colville Confederated
Tribes


Historian (Cont.)

2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Please list reports, papers or presentations that demonstrate your contribution through research and publication to the body of scholarly knowledge in the field of history.

To the best of my knowledge, this information is complete and accurate.

Name (signature):



Date:

7/26/07

EXHIBIT D

OVERHEAD RATE

COPY

Breakdown of Overhead Cost.

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
Total Fringe Benefits		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph, Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
Total General Overhead		
Total Overhead (General + Fringe)		
Overhead Rate (Total Overhead / Direct Labor)	37.73%	

See Attached Indirect Cost Negotiation Agreement dated 7/20/04

Lari Wells
Acting Comptroller 6/19/06

started this exhibit 11/5/05

RECEIVED
JUN 19 2006
HISTORY/ARCHAEOLOGY

**Indian Organizations
 Indirect Cost Negotiation Agreement**

EIN: 91-0557683

Organization: Confederated Tribes of the Colville Reservation
 P.O. Box 150
 Nespelem, Washington 99155

Date: July 20, 2004

Report No(S): 04-A-528(02)
 04-A-529(03)

Filing Ref.: 04-A-530(04)
 Last Negotiation Agreement dated March 6, 2001

The indirect cost rates contained herein are for use on grants and contracts with the Federal Government to which Public Law 93-638 and Office of Management and Budget Circular A-87 apply, subject to the limitations contained in 25 CFR, Part 900, and in Section II.A. of this agreement. The rates were negotiated by the U.S. Department of the Interior, National Business Center, and the subject organization in accordance with the authority contained in the Circular.

Section I: Rates

Type	Effective Period		Rate*	Locations	Applicable To
	From	To			
FY02 Fixed Carryforward	10/01/01	09/30/02	34.14%	All	All Programs
FY03 Fixed Carryforward	10/01/02	09/30/03	43.35%**	All	BIA Programs 638
FY03 Fixed Carryforward	10/01/02	09/30/03	40.85%	All	All Other NON 638
FY04 Fixed Carryforward	10/01/03	09/30/04	40.41%**	All	BIA Programs 638
FY04 Fixed Carryforward	10/01/03	09/30/04	37.73%	All	All Other NON 638

Handwritten notes:
 } average 42.10%
 } average 39.07%

*Base: Total direct salaries and wages, excluding fringe benefits. The rate applies to all programs administered by the Tribe. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages should be summed and multiplied by the rate. All other program costs, including fringe benefits associated with direct salaries and wages, should be eliminated from the calculation.

**The rate for BIA programs was calculated using the Benchmarking Methodology stipulated in the Equitable Relief Orders filed by the U. S. District Court of New Mexico on June 1, 2001, August 5, 2002, and June 11, 2003.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

Section II: General

A. Limitations: Use of the rates contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rates agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as

RECEIVED
JUN 19 2006
HISTORY/ARCHAEOLOGY
Page 2 of 3

Section II: General (continued)

these costs are not part of the supply costs included in the indirect cost pool for central administration).

B. Audit: All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation agreement.

C. Changes: The rates contained in this agreement are based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in organizational structure, or changes in the method of accounting for costs that affect the amount of reimbursement resulting from use of the rate in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.

D. Provisional/Final Rates: Within 6 months after yearend, a final rate must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

E. Fixed Carryforward Rate: The fixed carryforward rate is based on an estimate of costs that will be incurred during the period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to the rate for a future period, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.

F. Agency Notification: Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.

G. Record Keeping: Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.

H. Reimbursement Ceilings: Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.

I. Use of Other Rates: If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rates in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate should be used to identify the maximum amount of indirect cost allocable to these programs.

J. Central Service Costs: Where central service costs are estimated for the calculation of indirect cost rates, adjustments will be made to reflect the difference between provisional and final amounts.

K. Other:

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that

Section II: General (continued)

an organization can recover more than the actual costs of a particular program or activity.


2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.

3. New indirect cost proposals are necessary to obtain approved indirect cost rates for future fiscal or calendar years. The proposals are due in our office 6 months prior to the beginning of the year to which the proposed rates will apply.

Section III: Acceptance

Listed below are the signatures of acceptance for this agreement:

By the Indian Organization:

 /s/

Joseph A Pakootas

Name

Chair, Colville Confederated Tribes

Title

7/14/2004

Date

By the Cognizant Federal Government Agency:

 /s/

Inge Montich

Name

Indirect Cost Coordinator

Indirect Cost Section

Title

U.S. Department of the Interior

National Business Center

Agency

Date July 20, 2004

Negotiated by Steve Dallosta

Telephone (916) 566-7111