



West Virginia University Research Corporation
SERVICE AGREEMENT
Standard Terms and Conditions

1. SERVICE PROVIDER shall perform/provide all Services as described in the Agreement and Statement of Work (SOW) which is attached hereto and is made a part hereof.
2. WVURC shall have the right at its sole discretion to modify the Services to be performed/provided by the SERVICE PROVIDER hereunder as may be necessary to accomplish the purpose and intent of the Agreement.
3. The Agreement constitutes the entire the Agreement between the SERVICE PROVIDER and WVURC and supersedes and nullifies any and all prior negotiations, proposals or oral communications. There are no prior or contemporaneous the Agreements or representations not included or provided for herein. No agent or representative of either party has authority to make, nor is either party relying upon, any representations not expressly contained herein. The Agreement may be amended only by a written modification or Change Order executed by an authorized representative of each party.
4. Notwithstanding any provisions to the contrary, WVURC shall have the absolute right to terminate the Agreement at any time for any reasons whatsoever upon thirty (30) days written notice of termination to the SERVICE PROVIDER without liability to WVURC, WVU or the Funding Entity, except that WVURC shall pay to the SERVICE PROVIDER the reasonable value of the Services provided by the SERVICE PROVIDER hereunder, up to the time of termination. The aforesaid payment by WVURC to the SERVICE PROVIDER shall be the SERVICE PROVIDER's sole and exclusive remedy for a termination of the Agreement for convenience.
5. SERVICE PROVIDER shall provide at its sole cost and expense all insurance of any kind or nature which may be required by the laws, regulations and/or ordinances applicable thereto and shall, at a minimum maintain: 1) statutory workers' compensation insurance as required by law; 2) comprehensive general liability insurance, including contractual liability coverage, with limits of liability for personal injury and property damage, including the loss of use thereof, and covering all of its operations in connection with the performance of the Agreement in the minimum amount of one million dollars (\$1,000,000); 3) motor vehicle liability insurance with limits of liability covering any and all automobiles, trucks or other motor vehicles used by the SERVICE PROVIDER for or in connection with providing/ performing Services indicated the Agreement in the minimum amount of one million dollars (\$1,000,000). In addition, the SERVICE PROVIDER shall require its insurance companies to waive any claims of subrogation against the Indemnified Entities and have the Indemnified Entities named as an additional insured on the SERVICE PROVIDER's comprehensive general liability and motor vehicle liability insurance policies. Certificates of said insurance shall be provided to WVURC prior to commencement of performance under the Agreement. SERVICE PROVIDER's obligation and liability with respect to any claims shall not be limited by the amounts or types of insurance coverage required under the Agreement. SERVICE PROVIDER's failure to maintain said insurance shall constitute a default by the SERVICE PROVIDER under the Agreement.
6. SERVICE PROVIDER shall at all times defend, indemnify and save harmless the WVURC, WVU, Funding Entity and their respective employees, agents, successors and assigns ("Indemnified Entities"), from and against any and all claims, liability, loss, cost or expense of whatsoever kind or nature, including without limitation attorneys' fees, court costs and interest, which may be sustained or incurred by the Indemnified Entities arising out of or attributable to the performance of the Agreement, whether or not caused in part by the negligence of the Indemnified Entities, or a third party, except where such liability is caused by the sole negligence of the Indemnified Entities. SERVICE PROVIDER's indemnity obligations under this the Agreement shall not be limited by the provisions of any workers' compensation or similar act.
7. SERVICE PROVIDER shall at a minimum guarantee for a period of one (1) year after completion or for such longer period as may be requested in writing by WVURC, all performance by the SERVICE PROVIDER hereunder to (a) be free from any defects in workmanship or materials of any kind or nature; (b) conform to the specifications, drawings, samples or other description furnished or specified by WVURC; (c) be merchantable and fit for the purpose intended; and (d) be free and clear of all liens, claims, and encumbrances of any kind. SERVICE PROVIDER shall promptly correct and remedy any and all defects at its own cost and expense upon written notice from WVURC. If SERVICE PROVIDER fails to correct and remedy any said defect as soon as practicable, WVURC shall have the right to proceed in whatsoever manner it deems appropriate to correct and remedy any defect at the sole cost and expense of the SERVICE PROVIDER. In addition to all of its other rights, legal or equitable, WVURC shall have the right to withhold and set off from any amount otherwise due or owing to the SERVICE PROVIDER, all costs and expenses of whatsoever kind or nature which are sustained or incurred by WVURC or WVU as a result of correcting or remedying any said defect or defects.
8. SERVICE PROVIDER shall, at its own cost and expense, take all reasonable safety precautions with respect to its performance under this the Agreement, which at a minimum, will comply with all safety requirements imposed upon WVURC and its sub-contractors by WVU or Funding Entity or by applicable laws, regulations and ordinances, including Federal, State and local Occupational Safety and Health Acts, right-to-know laws and Hazardous Communication Standards. SERVICE PROVIDER shall defend, indemnify and hold harmless the Indemnified Entities from any and all liability, including attorneys' fees, arising out of any alleged violation by SERVICE PROVIDER of any safety requirement or applicable law, regulation or ordinance.
9. Work product, including documentation, designs, drawings, specifications, calculations, studies, field notes, computer data, and any other information prepared by SERVICE PROVIDER in performing Services pursuant to the Agreement shall be the property of WVURC and shall be treated as confidential information. SERVICE PROVIDER may retain record reference copies subject to this confidentiality requirement. SERVICE PROVIDER shall treat all WVURC operational, financial and other information received by the SERVICE PROVIDER as confidential.



West Virginia University Research Corporation
SERVICE AGREEMENT
Standard Terms and Conditions (continued)

10. In the event the SERVICE PROVIDER should become bankrupt, insolvent, fail to diligently perform the Services required hereunder, fail to pay for materials or services utilized under the Agreement, or otherwise default under the terms of the Agreement, then WVURC at its sole option may terminate the Agreement if the SERVICE PROVIDER fails to cure all said events of default within three (3) days of written notice of default from WVURC. Upon a termination of the Agreement for cause, in addition to all of its other rights, legal or equitable, WVURC shall have the right to proceed in whatsoever manner it deems necessary and proper to perform and complete all Services required of the SERVICE PROVIDER hereunder, at the sole cost and expense of the SERVICE PROVIDER. WVURC shall have full right to take possession of and use any and all materials, equipment and supplies of the SERVICE PROVIDER which may be necessary to perform and complete all Service required of the SERVICE PROVIDER hereunder. WVURC may withhold and set off from any amount otherwise due or owing to the SERVICE PROVIDER, any and all costs and expenses of whatsoever kind or nature which are sustained or incurred by WVURC, WVU or Funding Entity as a result of the performance and completion of said Services or otherwise related to or arising out of the termination of the Agreement. In the event of a wrongful termination for cause by WVURC, the termination shall be considered a termination for convenience, and WVURC shall pay to the SERVICE PROVIDER the reasonable value of Services provided by the SERVICE PROVIDER, up to the time of termination. This payment by WVURC to the SERVICE PROVIDER shall be the SERVICE PROVIDER's sole and exclusive remedy.
11. The law of the State of West Virginia shall govern the validity, interpretation, construction and performance of the Agreement. SERVICE PROVIDER shall also comply with all Federal, State and local laws, regulations and ordinances whatsoever which apply to the SERVICE PROVIDER's performance hereunder, including, but not limited to compliance with Executive Order #11246, as amended; the Vietnam Era Veterans Act of 1974; and Title VI of the Federal Civil Rights Act of 1964 and Executive Order 65-2 by the Governor of the State of West Virginia dated December 15, 1965. SERVICE PROVIDER further agrees that it shall give all required notices to the proper authorities in connection to said compliance. SERVICE PROVIDER shall obtain and pay the entire cost of any and all licenses and permits which may be required in connection with the performance of the Agreement. The SERVICE PROVIDER's failure to comply with any law, regulation, ordinance and/or license or permit requirement shall constitute a default by the SERVICE PROVIDER under the Agreement, and the SERVICE PROVIDER shall be liable to WVURC for any and all damages sustained or incurred by WVURC, WVU and/or Funding Entity as a result of the SERVICE PROVIDER's failure to so comply.
12. Any waiver, expressed or implied, by a Party hereto, of any breach of the Agreement by the other Party, shall not be construed as a waiver of any other breach.
13. Captions and headings in the Agreement are for ease of reference only and do not constitute a part of the Agreement.
14. The Agreement may be executed in more than one counterpart, each of which shall be deemed an original.
15. In the event that any provision of the Agreement is held to be unenforceable or invalid by any Court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
16. Any dispute between WVURC and the SERVICE PROVIDER that arises out of this The Agreement or breach thereof, may at the option of WVURC, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration proceeding instituted under this paragraph may be consolidated at the option of WVURC with any other arbitration proceeding then or thereafter pending between WVURC and any other person, if the other arbitration arises out of common questions of fact or law. The decision of the arbitrator(s) shall be final and binding upon the parties and a judgment upon any award rendered may be entered in any Court of competent jurisdiction.
17. The Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and permitted assigns of the parties hereto, but no third party benefits are created by The Agreement.
18. WVURC and WVU do not warrant the accuracy or completeness of any documentation, drawings, plans, descriptions or other information which WVURC and WVU provide to SERVICE PROVIDER. WVURC and WVU shall bear no responsibility or liability to SERVICE PROVIDER or others with regard to such information. SERVICE PROVIDER must perform all field measurements, surveys, data collection and processing necessary to verify all information provided by the WVURC and WVU and necessary for the Services performed by the SERVICE PROVIDER to conform to actual site conditions.
19. SERVICE PROVIDER shall not assign the Agreement, or sublet or subcontract any part of the Services, or assign the right to receive any payments due or to become due hereunder without prior written consent of WVURC, and WVURC's consent to any such assignment or subcontract shall not relieve SERVICE PROVIDER of any liability for the full and complete performance of the Agreement. WVURC reserves the right to assign the Agreement upon thirty (30) days written notice to the SERVICE PROVIDER.
20. In the event of a conflict between the WVURC Standard Terms and Conditions and the WVURC Service Agreement, then the WVURC Standard Terms and Conditions shall control, unless an exception has been specifically included in the Agreement and approved by WVURC General Counsel, WVURC President, Chief Procurement Officer, or WVURC Secretary.



Vedg # 10087644

Clean Air Tracking No.: 2013035-0-CON

WVURC SERVICE AGREEMENT

This contractual agreement (the "Agreement"), with an effective date of November 1, 2012 is by and between Puget Sound Clean Air Agency / Western Washington Clean Cities, (hereafter referred to as "**SERVICE PROVIDER**") with its mailing address located at 1904 Third Avenue, Suite 105, Seattle, WA 98101., and the West Virginia University Research Corporation (hereafter referred to as "**WVURC**"), with its corporate mailing address at 886 Chestnut Ridge Road, PO Box 6216, Morgantown, WV 26506.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows.

1. PERFORMANCE OF SERVICES

SERVICE PROVIDER shall provide services to WVURC as described in the Statement of Work "SOW" (Exhibit A), which is attached hereto and is made a part hereof. Services shall be performed in accordance with any applicable requirements of all local, State, and Federal codes, regulations and laws; and the Agreement shall be governed by the laws of the State of West Virginia.

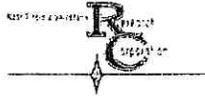
SERVICE PROVIDER shall perform the work in a skillful, professional and competent manner and provide qualified staff to administer and oversee the Agreement.

2. RELATIONSHIP OF THE PARTIES

The Parties acknowledge and agree that the services performed and/or provided by the SERVICE PROVIDER, its employees, agents or subcontract PROVIDERs shall be an independent SERVICE PROVIDER and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship. SERVICE PROVIDER shall be responsible for the payment of any and all associated taxes, including by way of illustration but not limited to local taxes, Federal and state income taxes, Social Security taxes, Workers Compensation and Unemployment Insurance taxes, and/or any other taxes or business license fees as required. WVURC is exempt from Federal, state and local taxes and will not pay taxes under this Agreement or reimburse the SERVICE PROVIDER for taxes; nor will WVURC file any tax returns or reports on behalf of the SERVICE PROVIDER or any other party. Federal Tax Exemption Number is 55-78-0013K. SERVICE PROVIDER is required to register as a vendor with WVURC.

3. DURATION OF SERVICE

The duration of services to be provided under this Agreement shall be for the period of two months commencing on November 1, 2012 and ending December 31, 2012. The Agreement, together with exhibits, terms and conditions, attachments or appendices attached hereto, constitute the entire Agreement



and the commitment of the parties with regard to the subject matter hereof, and replace all other agreements or understandings whether oral or in writing.

No amendment or extension to the Agreement shall be binding unless in writing and signed by both parties. Either party (SERVICE PROVIDER or WVURC) shall have the right to terminate the Agreement by providing the other party with thirty (30) days written notice of the desire to cancel.

4. CONFIDENTIAL INFORMATION

SERVICE PROVIDER agrees that any information received during any furtherance of the SERVICE PROVIDER's obligations in accordance with this Agreement which concerns the personal, financial or other affairs of WVURC will be treated by the SERVICE PROVIDER in full confidence and will not be revealed to any other person, firm or organization.

5. PAYMENT/COMPENSATION

In consideration for the services to be rendered by the SERVICE PROVIDER under this Agreement and defined in the SOW [Exhibit A], WVURC agrees to pay the SERVICE PROVIDER

A fixed fee of \$5,000 for the initial conduct of a *Petroleum Reduction Technologies Awareness and Outreach Workshop* for stakeholders and a *Petroleum Reduction Technologies Training Workshop* for end-users.

During the term of the Agreement total costs shall not exceed **\$5,000**. If it appears that the aforesaid time estimation is insufficient for completion of the project, or if additional tasks or activities are necessary that would cause costs to exceed the **\$5,000** threshold, the Agreement must be renegotiated and approved in advance by WVURC.

SERVICE PROVIDER shall submit an itemized invoice on business letterhead which shall include WVURC Purchase Order or Contract Number, detailed breakdown by date of actual services provided and time expended during the billing period (include meetings attended and required travel), hourly or monthly rate, and total amount due in order to receive compensation. Itemized receipts for all travel and/or incidental business expenses invoiced herein must be attached to the invoice and all deliverables outlined in the SOW must be received or services completed before payment can be issued.

Service Agreement with signature and invoice can be submitted electronically to Catherine.Mezera@mail.wvu.edu or mailed to Catherine Mezera, NAFTC, 1100 Frederick Lane, Morgantown, WV 26508. In the event WVURC takes exception to any invoiced item, WVURC shall communicate with the SERVICE PROVIDER to resolve the exception as promptly as practicable.

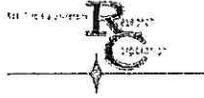


6. NO DEBARMENT

SERVICE PROVIDER does hereby warrant, represent and certify, to the best of his knowledge and belief, after reasonable inquiry, that no principal, officer, director, employee, agent, consultant, independent contractor or other person associated with SERVICE PROVIDER:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Has, within the three-year period preceding the date hereof, been convicted of, or had a civil judgment rendered against them for, commission of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; for violation of a Federal or State antitrust statute; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; or for making false statements or receiving stolen property.
3. Is presently indicted or otherwise criminally or civilly charged or under investigation by any governmental entity (Federal, State or local) with regard to the commission of any of the offenses enumerated above; nor
4. Has, within a three-year period preceding the date hereof, had any public transaction (Federal, State or local) terminated for cause or default.

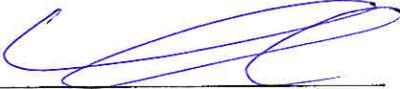
And, provided, further, SERVICE PROVIDER shall promptly notify WVURC in the event that the warranty, representation and certification made in this Section 6 shall become untrue in any respect, or if any circumstances or conditions arise that, by the mere passage of time or other event, could give rise to the rendering of the foregoing warranty, representation and certification untrue in any respect.

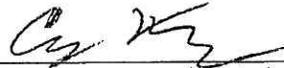


WHEREFORE, the parties hereto have executed this Agreement on the 1st day of November 2012.

**WEST VIRGINIA UNIVERSITY
RESEARCH CORPORATION (WVURC)**

Puget Sound Clean Air Agency
(SERVICE PROVIDER Name)

By: 
(signature)

By: 
(signature)

Name: William A Davis
(printed name)

Name: Craig Kellworthy
(printed name)

Title: ASET DIR-OPS

Title: Executive Director
689-4004
Telephone: 206

Email: craig.kellworthy@pscaia.org

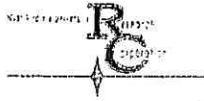


Exhibit "A"

STATEMENT OF WORK

Performance Start Date: November 1, 2012 Performance Completion Date: December 31, 2012

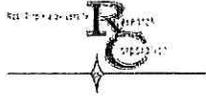
Contractual Agreement Scope/Objectives

Puget Sound Clean Air Agency / Western Washington Clean Cities is selected as Project Partners for the USDOE *Clean Cities Learning Program* for the initial conduct of a *Petroleum Reduction Technologies Awareness and Outreach Workshop* for stakeholders and a *Petroleum Reduction Technologies Training Workshop* for end-users. , **Puget Sound Clean Air Agency / Western Washington Clean Cities** will partner with a NAFTC National Training Center to conduct these workshops. These workshops will be pilots for each of the USDOE Clean Cities regions to demonstrate the training, **Puget Sound Clean Air Agency / Western Washington Clean Cities** will be provided a fixed \$5,000 to defray the cost of conducting the pilot workshops in its region.

Deliverables

Puget Sound Clean Air Agency / Western Washington Clean Cities, as a lead Clean Cities Coalition Partner, shall be responsible for:

- Participating in a Petroleum Reduction Technologies Train-the Trainer workshop offered by the NAFTC, to learn more about the curricula and how to use the materials in order to host their regional pilot training.
- Coordinating with the NAFTC and local NAFTC National Training Center, **Peninsula College** to plan and conduct two one-day Petroleum Reduction Technologies trainings in your USDOE Clean Cities region. One day shall be targeted to other Clean Cities Coalition Coordinators as a Train-the-Trainer. The second day shall be targeted to end-users in your region. This training shall be scheduled between November 1, 2012 and December 31, 2012, as per scheduling with NAFTC Headquarters.
 - Conducting a one-day *Petroleum Reduction Technologies Train-the-Trainer Workshop* open to all Clean Cities Coalitions in each of the USDOE Clean Cities Regions. (Refer to Subtask 5.2.)



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- Conducting *at least two Petroleum Reduction Technologies End-User Workshops* in each of the USDOE Clean Cities Regions, to be part of a one-day training. (Refer to Subtask 5.3.)
 - Conducting *at least two Petroleum Reduction Technologies Awareness and Outreach Seminars* in each of the USDOE Clean Cities Regions, to be part of a one-day training. (Refer to Subtask 5.4.)
 - Marketing the training, accepting registrations, arranging hospitality, and ordering materials for the regional, pilot *Petroleum Reduction Technologies End-User Workshops* and *Petroleum Reduction Technologies Awareness and Outreach Seminars*, in your USDOE Clean Cities region.
 - Providing end-user training workshop reports, including Participant Information Forms (PIFs), workshop evaluation forms, and overall workshop and partner information, not limited to, periodic status reports and quarterly reports to the NAFTC for inclusion in *Clean Cities Learning Program* project reports. A reporting template will be provided to all NAFTC National Training Centers and USDOE Clean Cities Coalition Partners. (Task 8.0).
 - Partnering with your local NAFTC National Training Center, **Peninsula College** to be able to offer future training for local/regional stakeholders and others beyond the scope of this project through a continued partnership/relationship.
 - Maintaining a positive relationship between other NAFTC National Training Centers and USDOE Clean Cities Coalitions.

Search Results

Current Search Terms: puget* sound* clean* air* agency*

Your search for "puget* sound* clean* air* agency*" returned the following results...

Entity	PUGET SOUND CLEAN AIR AGENCY	Status: Active 
DUNS: 363422374	CAGE Code: 1FUF6	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

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