



CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE CONTRACT AGREEMENT

FOR THE QUIL CEDA VILLAGE SUITE H1 RESTORATION QUIL CEDA VILLAGE BID SOLICITATION No. 21-005

This agreement (the "Agreement") entered into this ____ day of April, 2021 between Consolidated Borough of Quil Ceda Village, 8802 27th Avenue, Tulalip, WA, 98271 hereinafter referred to as "Owner", and _____ hereinafter referred to as "Contractor".

WITNESSETH, that the Contractor and the Owner for the consideration stated herein mutually agree as follows:

SECTION ONE DESCRIPTION OF WORK

This contract consists of this written agreement and all appurtenant "Contract Documents" described in Section Six of this Agreement. Contractor shall perform the following described work in accordance with this contract and the Scope of Work, including Restoration to vanilla shell consisting of Demolition, painting and Tile Flooring Repair/Replacement within the Quil Ceda Village Retail Center Suite H1 in Quil Ceda Village on the Tulalip Reservation.

SECTION TWO CONTRACT PRICE

The Owner agrees to pay Contractor for the Work described a total contract price of \$_____ based upon the Bid Proposal, dated April __, 2021 submitted by the Contractor. Payment of this amount is subject to additions or deductions in accordance with provisions of this contract and of any other documents to which this contract is subject. Contractor shall be entitled to full payment when contract work is completed and approved by the Owner. Progress payments shall be made to the Contractor in accordance with the provisions of Section Three of this Contract.

\$_____
(INSERT WRITTEN PRICE HERE)

SECTION THREE PAYMENTS

The Owner shall make payment for a phase of the work to the Contractor no later than thirty (30) days after the Owner's accounting department begins processing Contractor's invoice for that work. Such processing shall begin after Contractor presents the invoices and deliverables to the Owner's authorized representative and the authorized representative submits written

approval to the accounting department for payment based on an inspection of the work. Payment by the Owner does not constitute a waiver of any claims by the Owner against Contractor concerning or arising out of this Agreement. Acceptance of final payment by Contractor constitutes a waiver of all claims by Contractor.

Contractor agrees to maintain for inspection by the Owner for three years after final payment all books, records, documents, and other evidence pertaining to the costs and expenses of this Agreement, hereinafter collectively called, "records", to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, supplies, and services, and other costs of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

In the event payment for work performed under this Agreement is made from federal or state funds, Contractor shall abide by all applicable federal and state laws and regulations governing such funds which laws and regulations are hereby incorporated by reference. Any rights of the Contractor are subject to the limitations on and availability of such funds to the Owner.

Contractor shall not be entitled to any interest on any amount found due and owing hereunder, whether before or after judgment, but shall, at most, only be entitled to the amount specified in Section Two – CONTRACT PRICE.

SECTION FOUR STARTING AND COMPLETION DATES

The date of commencement of the work shall be the date of this Agreement unless a different date is made for the date to be fixed in a notice to proceed issued by the Owner. This Agreement shall become effective upon its signing by the Owner and Contractor.

The contract time shall be measured from the date of commencement.

The Contractor shall diligently prosecute the Work and shall complete all Work so that contract completion (the "Contract Completion") can occur on or before Thirty (30) consecutive days from the Notice to Proceed, unless the Contractor timely requests and the Owner grants an extension of time in accordance with the Contract Documents.

It is understood and agreed that all Work shall be completed within the established time for Contract Completion, and that each applicable portion of the Work shall be completed upon the respective milestone completion date(s), unless the Contractor timely requests and the Owner grants an extension of time in accordance with the Contract Documents.

SECTION FIVE LIQUIDATED DAMAGES

Upon failure to have all Work completed within the period of time above specified, or failure to have the applicable portion of the Work completed upon any milestone completion date, the Owner shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Contract Completion, unless the Contractor timely requests and the Owner grants an extension of time in accordance with the Contract Documents.

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1 to \$50,000	\$150
More than \$50,000 to \$150,000	\$250
More than \$150,000 to \$500,000	\$500
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

The amount of Liquidated Damages is agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Owner would sustain.

SECTION SIX CONTRACT DOCUMENTS

The contract documents (the "Contract Documents") includes the following, which are incorporated by reference as if fully set forth herein (not in order of precedence), on which the Agreement between the Owner and Contractor is based, in accordance with which the work is to be done, are as follows:

- a. This Agreement, together with such supplementary agreements and conditions as are attached hereto;
- b. Bid Proposal (Form of Bid);
- c. Request for Bid Proposal;
- d. Scope of Work; and
- e. Site Plan; and
- f. The Tulalip Code, Chapter 9.05 – TERO Code.

These Contract Documents together form the contract for the work herein described. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work and all terms and conditions of payment. The documents also include all work and procedures not expressly indicated therein which are necessary for the proper execution of the project.

This Agreement, including its referenced appendices, represents the entire and complete agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral and may be amended or modified only in writing signed by both parties. Nothing whatsoever in this Agreement constitutes or shall be construed as a waiver of the Owner's sovereign immunity. This Agreement shall not be valid unless each and every signature designated below is affixed.

SECTION SEVEN AUTHORITY OF OWNER'S REPRESENTATIVE(S)

The Owner's representative designated as Construction Manager authorized to administer and implement the terms and conditions of this Agreement is **Jerad Eastman**.

The Owner's representative designated as Project Manager authorized to directly supervise the administration of the construction project is **Travis Chatfield**.

The Owner's authorized representatives shall be allowed to observe any work done by the Contractor which is covered by this Agreement.

SECTION EIGHT RESPONSIBILITIES OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

- a. Responsibility for and supervision of work. Contractor represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. Contractor shall be solely responsible for all construction and installation in accordance with the contract, including the techniques, sequences, procedures, and means for coordination of all work. Contractor shall properly supervise and direct the work of the employees and subcontractors, and shall give all attention necessary for such proper direction. Contractor represents that he is bonded in sufficient amount to cover Contractor's liability occasioned by Contractor's performance of this contract.
- b. Discipline and employment. Contractor shall maintain at all times strict discipline among his workers and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
- c. Furnishing of labor, materials, etc. Contractor shall provide and pay for all labor, materials and equipment, including but not limited to tools, construction equipment, machinery, utilities including water, transportation, and all other facilities and services necessary for the proper completion of the work on the project in accordance with the contract documents.
- d. Manufacturer's instructions. Contractor shall comply with manufacturer's installation instructions and recommendations to the extent that those instruction and recommendations are more explicit or stringent than requirements contained within the Contract Documents.
- e. Payment of taxes, procurement of license and permits. Contractor shall pay any taxes required by law in connection with work on the project and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore.

The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, the Tulalip Tribes of Washington and

all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). This project is Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from the Owner.

- f. Compliance with laws and regulations. Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify the Owner, through the Construction Manager, promptly on discovery of such variance.
- g. Responsibility for negligence of employees and subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all other persons doing work under a contract with him.
- h. Warranty of fitness of equipment and materials. Contractor represents and warrants to the Owner that all equipment and materials used in the work and made apart of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood between the parties that all equipment and materials that are not so in conformity are defective.
- i. Cleaning and protection. Contractor shall during handling and installation clean and protect construction in progress and adjoining materials in place. Contractor shall apply protective covering where required ensuring protection from damage or deterioration.
- j. Furnishing of design and engineering plans. Upon request Contractor shall furnish the Owner or Construction Manager all design and engineering plans for consideration and approval as to conformance with the specifications of the Contract Documents.
- k. Clean-up. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by his work or that of his subcontractors, and further shall remove all such waste materials and rubbish on termination of the project, together with all his tools, equipment and machinery.
- l. Indemnity and hold harmless agreement. Contractor agrees to indemnify and hold harmless the Owner, its employees, and their agents from and against all claims, damages, losses, and expenses including reasonable attorney fees in case it shall be necessary for the Owner to commence or defend any action arising out of or associated in any way with performance of the work herein, which is:
 - 1. For bodily injury, illness or death, property damage including loss of use, or other damage, and
 - 2. Caused in whole or part by Contractor's negligent act or omission, or that

of a subcontractor, or that of anyone employed by them or for whose acts Contractor or subcontractor may be liable.

- m. Contractor shall defend, indemnify and hold harmless the Owner, its employees, and their agents against all loss, damage, liability, claims, lawsuits demands, or costs arising in connection with this Agreement. Contractor shall reimburse the Owner for all costs reasonably incurred to defend the Owner against such claims through attorneys of the Owner's choice.
- n. Contractor shall promptly notify the Owner, through the Construction Manager, of any litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings of Contractor or of its assignees or subcontractors. Contractor shall not assign its rights under this Agreement without first obtaining the Owner's written approval.
- o. Payment of royalties and license fees; hold harmless agreements. Contractor agrees to pay all royalties and license fees necessary for the work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save the Owner harmless therefrom.
- p. The Contractor will be required as part of this contract to provide weekly certified payrolls and be in compliance with the Tribal Employment Rights Office (TERO) requirements. The Contractor shall be required to schedule a meeting with TERO prior to the start of work on this project and provide a signed approved copy of their Compliance Plan to the Construction Manager.
- q. Archaeological and Historical Objects. Archaeological or historical objects, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Construction Manager of any such finds. The Construction Manager will contact the Tribal Natural Resource and Cultural Resource Department who will determine the nature of the object(s). The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. If the Tribal representative determines that the object(s) are to be surveyed, the Tribal representative may require the Contractor to stop work in the vicinity of the discovery until the survey is accomplished.
- r. Excess material. All excess material shall become the property of the Owner.
- s. The Contractor shall, whether or not federal or state funds are involved, without additional expense to the Owner, comply with all applicable laws and obtain all required licenses and permits necessary to execute the provisions of this Agreement. Contractor shall file all required returns and notices.
- t. When working within the exterior boundaries of the Tulalip Indian Reservation, Contractor shall comply with all Tribal laws. Before commencing work, Contractor shall obtain all required Tribal licenses and permits. Contractor shall indemnify and hold the Owner, its employees, and their agents harmless from any and all costs, liabilities, or obligations by reason of the failure of Contractor or his or her

employees, agents, subcontractors or assigns to comply with any applicable law.

- u. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, or handicap, with regard to employment “upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training. Notwithstanding the foregoing, Contractor shall provide preference in employment and subcontracting in accordance with The Tulalip Code, Chapter 9.05 – TERO Code as it now exists or may be hereafter amended.

SECTION NINE TIME OF ESSENCE – EXTENSION OF TIME

All times stated herein or in the Contract Documents are of the essence hereof. Contract times may be extended by a change order from the Owner, through the Construction Manager, for such reasonable time as the Owner may determine when in their opinion Contractor is delayed in work progress by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond Contractor's control or which justify delay.

Any request by the Contractor for an extension of time shall be made in writing to the Owner, through the Construction Manager, no more than ten (10) days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Owner shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.

SECTION TEN CORRECTING NON-CONFORMING WORK

If a portion of the work is covered contrary to the Construction Manager's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Construction Manager, be uncovered for the Construction Manager's and or Architect's examination and be replaced at the Contractor's expense without change in the Contract time.

If a portion of the Work has been covered which the Construction Manager has not specifically requested to examine prior to its being covered, the Construction Manager may request to see such work and it shall be uncovered by the Contractor. If it is determined that such work has been performed in accordance with the Contract Documents all costs incurred by Contractor to uncover and replace the work shall, by appropriate change order, be reimbursed by the Owner. If such work is found not to be in accordance with the Contract Documents, any and all required corrections shall be assigned to the Contractor unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

When it appears to any authorized representative of the Owner or Contractor during the course of construction that any work does not conform to the provisions of the contract documents, Contractor shall make necessary corrections so that such work will so conform, and

in addition Contractor will correct any defects caused by him or by a subcontractor, appearing within one year from the date of issuance of a certificate of Contract Completion by the Owner, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the contract documents.

SECTION ELEVEN CHANGES IN THE WORK

The Owner reserves the right to order changes in the work in the nature of additions, deletions or modifications, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion, if justified. Any such changes will be authorized by a written change order signed by an authorized representative of the Owner. The change order will include conforming changes in the Contract and completion time. Work shall be changed, and Contract price and completion time shall be modified only as out in the written change order. Any adjustment in the Contract price resulting in a deductive credit or a charge to the Owner shall be determined by the mutual agreement of the parties to the Contract.

SECTION TWELVE TERMINATION

The Owner may terminate this Agreement on ten (10) days written notice and in such case Contractor shall only be entitled to payment for work performed prior to receipt of said notice. Additionally, the Owner may immediately suspend operations under this Agreement by written notice of any breach. Suspension shall continue until the Owner's authorized representative certifies in writing that the breach is remedied. If Contractor is still in breach after seven (7) days from the notice of suspension, the Owner may, without further notice, terminate all rights of Contractor under this Agreement.

Any failure by the Owner to suspend or terminate this Agreement in case of breach shall not waive Contractor's duty to perform strictly in accordance with this Agreement. Failure by Contractor to perform on its part any duty, term or condition herein shall constitute a breach.

Any notice sent under this Section may either be sent by personally giving a copy thereof to Contractor or its agents, employer or contractors or mailing a copy to the address set forth herein.

SECTION THIRTEEN DISPUTES

The parties agree that disputes involving this Agreement shall be resolved pursuant to the laws of the Tulalip Tribes and exclusively in Tribal Court. Neither this provision, nor any other provision contained in this Agreement or any Contract Document shall be interpreted to be a waiver of the Owner's Sovereign immunity.

SECTION FOURTEEN EMPLOYMENT PREFERENCE

Contractor recognizes and agrees that Contractor and Contractor's subcontractors are

bound by The Tulalip Code, Chapter 9.05 – TERO Code.

SECTION FIFTEEN CONTRACTING PREFERENCE

Contractor recognizes and agrees that Contractor and Contractor's subcontractors are bound by The Tulalip Code, Chapter 9.05 – TERO Code.

SECTION SIXTEEN CONTRACT INSURANCE

CONTRACTOR'S LIABILITY INSURANCE

Contractor shall purchase and maintain such liability and other insurance as will protect the Owner and the Contractor from claims or losses which may arise out of or result from the Contractor's performance or obligations under the contract documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

A Commercial General Liability insurance policy and Business Automobile Liability insurance policy to provide insurance coverage and limits as indicated below. Automobile liability insurance coverage shall include owned, non-owned and hired automobiles. An Umbrella or Excess Liability policy may be used to reach such limits.

Policy Limits – Commercial General Liability

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$ 100,000	Fire Legal Liability Limit
\$ 10,000	Medical Payments
\$1,000,000	Employer's Liability

Policy Limits – Business Automobile Liability

\$1,000,000	Combined Single Limit
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There shall be no residential construction or subsidence coverage exclusions or other coverage limitations without specific disclosure and approval of the Owner.

CONTRACTOR'S WORKER'S COMPENSATION

All employees of Contractor and subcontractor(s) are to be insured, including qualified self insured plans, under Washington State Industrial Insurance as well as in compliance with any Federal workers compensation regulations including USL&H and Jones Act Coverages. Employees not subject to the State Act are to be insured under Employer's Contingent Liability (Stop Gap) \$1,000,000 on accident and aggregate.

Such evidence of insurance shall be in the form of an Insurance Certificate issued by the State of Washington Department of Labor and Industries or an insurer satisfactory to the Owner

and shall provide for not less than thirty (30) days prior written notice to the Contacting Agency of cancellation or reduction in coverage.

BUILDER'S RISK

The Owner shall provide and maintain, during the progress of the work and until the execution of the certificate of Contract Completion, a Builder's Risk Insurance policy to cover all on-site work in the course of construction including false work, temporary buildings and structures and materials used in the construction process. The amount of coverage is based upon the total completed value of the project (including the value of permanent fixtures and decorations.) Such insurance shall be on a special cause of loss form and may include such other coverage extension as the Owner deem appropriate. Unless otherwise provided for through agreement, the contractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for up to \$10,000 of that loss. Contractor may provide its own builder's risk or installation insurance coverage for amounts up to the \$10,000 deductible. Contractor is responsible for insuring their property in transit, in temporary storage away from the site as well as their own tools, equipment and any employee tools.

Incidents related to pollution and contamination are specifically excluded from the Builders Risk Insurance policy.

To be eligible to make a claim under the Owner's Builders Risk Insurance policy, Contractor shall be responsible to secure all materials and or equipment stored on the project site in a secured fenced area.

INSURANCE POLICY REQUIREMENTS

Each policy of insurance required to be purchased and maintained by the Contractor shall name the Tulalip Tribes of Washington, Consolidated Borough of Quil Ceda Village and its members as primary and non-contributory additional insureds using the ISO general liability form CG 2010 11/85 edition or equivalent to include products and completed operations for all Contractor's and subcontractor's work. Each policy and respective Certificate of Insurance shall expressly provide a provision wherein no less than thirty (30) days or ten (10) days in the event of cancellation for non-payment prior written notice shall be given to the Owner and Construction Manager in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

At least five (5) days prior to commencement of the Work or any portion thereof, and prior to the performance of any services hereunder, Contractor shall, for the purposes of protecting the Owner against any claims, damages or expenses as a consequence of any acts and omissions on the part of Contractor and any of its subcontractors of any tier in performing the work, procure or cause to be procured the following insurance coverage with insurance carriers (with an A.M. Best rating of A-VII or better) in form acceptable to the Owner and shall maintain all such coverage in full force and effect through the term of this Agreement.

The Contractor, if requested, shall furnish the Owner a certified copy of any insurance policy or additional insured endorsement required to be purchased or maintained by the contract documents. In no event shall any failure to demand a certified copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain

insurance required to be purchased or maintained by the contract documents.

The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of this Agreement until three (3) years after the date of approval of the certificate of Contract Completion by the Owner. Failure to maintain the required insurance during the time specified shall be cause for termination of the contract.

Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.

The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Owner.

WAIVERS OF SUBROGATION

The Owner and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this paragraph or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary.

OTHER PROVISIONS

Neither the Owner nor Contractor shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the work, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance under terms of the agreement. Each party shall cause each insurance policy obtained by it to contain the waiver of subrogation clause.

Contractor shall indemnify, defend and hold the Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village harmless from all losses, damages, liabilities, fines penalties, costs (including clean-up costs) and expenses (including attorneys' fees) arising from hazardous, toxic or harmful wastes, materials or substances, as defined by applicable law, deposited on or about the Project site by Contractor, subcontractors, suppliers or materialmen or its or their agents or employees. Should any material that exhibits hazardous or toxic characteristics as defined in applicable law be brought onto the Project site by Contractor, subcontractors, suppliers or materialmen or its or their agents or employees, that material will be handled, stored, transported and disposed of by Contractor in accordance with respective regulations and the best available technology. Should any such material be found on the Project site that was not brought onto the Project site by Contractor, subcontractors, suppliers or materialmen or its or their agents or employees, Contractor shall immediately notify the Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village through the Construction Manager.

In the event Contractor fails to maintain any and all insurance required by this contract during the entire life of this contract, the Tulalip Tribes of Washington or Consolidated Borough of

Quil Ceda Village may at its option, and without waiver of other available remedies, purchase such insurance in the name of Contractor and deduct the cost of same from payments due Contractor.

SECTION SEVENTEEN OTHER PROVISIONS

Any and all reports, data, findings or other materials or deliverables under this Agreement shall become the property of and remain under the sole proprietorship of the Owner. Contractor will keep all information learned under this Agreement confidential and will not release any such information, either orally or in writing, to parties other than the Owner, its agents, contractors or employees without the express written permission of the Owner.

The Owner and Contractor each binds themselves and their partners, agents, assigns, successors and legal representatives of such other party to this Agreement and to the partners, successors and legal representatives of such other party with respect to all terms and conditions of this Agreement.

Neither the Owner nor Contractor shall delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party. Any such assignment, sublet, delegation or transfer shall be subject to the same terms and conditions as this Agreement.

The negotiation and execution of this Agreement shall be deemed by the parties to have occurred within the exterior boundaries of the Tulalip Indian Reservation and any interpretation thereof shall be in accordance with the laws of the Tulalip Tribes of Washington.

The failure of the Owner to assert any claim or right at any time under this Agreement shall not waive its right to assert any claim or right at a later time.

IN WITNESS WHEREOF, the parties have executed this Agreement at the Tulalip Indian Reservation, Washington, on the date first above written.

APPROVED BY CONTRACTOR:

(Company Name)

(Print Name & Title)

By: _____
(Authorized Signature)

APPROVED BY THE OWNER:

(Quil Ceda Village General Manager)

Clerk: _____
(Authorized Signature)