

CONTRACT
Between
CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION
and
XXXXXXXXXXXXXXXXXXXX

This **AGREEMENT** is made and entered into by and between **THE CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION** (hereinafter the "TRIBE") located at 420 Howanut Rd. Oakville, WA 98568 and **XXXXXXX**(hereinafter called "CONTRACTOR") located at XXXXXXXX. Phone: XXXXXXXX

STATEMENT OF WORK

CONTRACTOR, under the direction of Chehalis Tribe Natural Resources Director or his designee, shall perform the activities in accordance with the statement of work herein attached as Exhibit "A". CONTRACTOR shall provide all personnel, supplies, equipment and other services incidental to the conduct of the work covered by this AGREEMENT.

The technical supervision of the work under this AGREEMENT shall be:

For the TRIBE: Don Secena, FFR Specialist

For CONTRACTOR: XXXXXXXX

TERMS AND CONDITIONS

All rights and obligations of the parties to this AGREEMENT shall be subject to and governed by the federal regulations applicable to the CONTRACTOR and the provisions of this AGREEMENT.

PERIOD OF PERFORMANCE

The period of performance of this AGREEMENT shall commence upon signing, and end on **June 1st, 2015** unless terminated sooner as provided herein.

COMPENSATION / INVOICES

As full compensation for performance of the Agreement by CONTRACTOR, including but not limited to the furnishing of all equipment, supplies, and labor necessary in connection therewith, the TRIBE shall reimburse CONTRACTOR an amount set for the conduct of work as set forth in Exhibit A.

CONTRACTOR shall submit a request for the reimbursement of costs incurred under this AGREEMENT on an Invoice prepared in duplicate (original and one copy). Invoice

shall include such information and backup documentation of those expenditures. The Invoice for the reimbursement of costs incurred in the conduct of the project shall be submitted every two weeks.

The original and one copy of each invoice shall be submitted to the contracting officer.

REPORTS

CONTRACTOR shall comply with requests from the TRIBE for any and all reports pertaining to the project.

PERMITS

The TRIBE is responsible for obtaining tribal permits. The CONTRACTOR is responsible for obtaining no permits. The permitting authority is Chehalis Tribe, Planning Dept. In addition the CONTRACTOR shall have a Chehalis Tribe Business License. All permits and licenses can be obtained at the Chehalis Tribe Planning Department.

MANAGEMENT

The contracting officer, or his/her designee, shall provide CONTRACTOR with assistance and guidance necessary for the performance of this AGREEMENT. The contracting officer shall be responsible for the review and acceptance of all required performance reports and invoices.

INDEPENDENT CONTRACTOR

The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the CONTRACTOR as an independent contractor. The CONTRACTOR acknowledges that the entire compensation for this Agreement is specified in Exhibit A and the CONTRACTOR is not entitled to any benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to tribal employees. CONTRACTOR will defend, indemnify and hold harmless the TRIBE, its officers, agents, or employees from any loss or expense incurred by reason of claims or demand because of breach of the provisions of this paragraph.

INSPECTION OF PREMISES AND WORK

The TRIBE will inspect the CONTRACTORS'S work to determine whether CONTRACTOR is performing in a timely fashion and in accordance with the

specifications in Exhibit A. The TRIBE shall be the sole judge of compliance with the specifications.

EQUIPMENT

CONTRACTOR shall furnish all equipment, fuel, tools, and qualified, competent labor and supervision to accomplish the purpose and work required by this Agreement.

FIRE PREVENTION

CONTRACTOR agrees to exercise the highest degree of care to prevent and suppress fire, and shall notify the TRIBE and the closest fire department immediately of any fire on, or that may come upon or threaten, the contract area. CONTRACTOR shall comply with all relevant federal, state and tribal laws and regulations, along with reasonable requirements of the TRIBE with respect to fire prevention and control, including but not limited to provision of an adequate fire fighting tool for each employee and suspension of operations when, in the judgment of state, federal, or local officials, such suspension is required because of extreme fire hazard.

ACCOUNTS, AUDITS, AND RECORDS

CONTRACTOR shall maintain books, records, documents, accounting policies and procedures and other evidence, sufficient to reflect properly all costs claimed to have been incurred for the performance of this AGREEMENT. It is the responsibility of CONTRACTOR to provide copies of such reports and/or records that the TRIBE may request. CONTRACTOR shall preserve and make available its records for a period of six years after the expiration of this AGREEMENT or until audit is completed and all resulting questions are resolved, whichever occurs first.

TAXES

The CONTRACTOR understands and acknowledges that the TRIBE will not withhold Federal or State income taxes. All compensation received by the CONTRACTOR will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the CONTRACTOR to make the necessary estimated tax payments throughout the year, if any, and the CONTRACTOR is solely liable for any tax obligation arising from CONTRACTOR's performance of this Agreement. The CONTRACTOR hereby agrees to indemnify the TRIBE against any demand to pay taxes arising from the CONTRACTOR's failure to pay taxes on compensation earned pursuant to this Agreement. The CONTRACTOR further understands and acknowledges that no work performed by CONTRACTOR for the TRIBE within the jurisdictional boundaries of the TRIBE is subject to sales or other excise taxes imposed by the State of Washington, and shall not include the cost of such taxes in any amount charged to the TRIBE for work performed under this Agreement.

INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the TRIBE, its agents and employees from and against any and all liability, damage, loss or expense or claim or demand therefore and including attorney's fees, suffered by or asserted against the TRIBE because of any injury to or death of any person or persons, including without limitation employees of the parties hereto, or loss or damage to any property, including without limitation property of the parties hereto, resulting from or arising out of performance or nonperformance of this Agreement, whether before or after completion, by CONTRACTOR, its agents, employees or CONTRACTORS, except where such liability, damage, loss, or expense is caused by the sole negligence of THE TRIBE or conditions created solely by THE TRIBE. As a part of such indemnification, CONTRACTOR agrees, if requested by the TRIBE, to assume without expense to the TRIBE, the defense of any such claim, demand, action or cause of action.

INSURANCE

Continuously throughout the life of this Agreement, CONTRACTOR shall carry and maintain, at CONTRACTOR's expense, Comprehensive Public Liability and Property Damage insurance with respect to automobiles and exposures other than automobiles as noted. Such insurance may, at CONTRACTOR's options, expressly exclude exposures not incidental to or arising out of CONTRACTOR's performance under this Agreement.

AUTOMOBILES

Bodily Injury -- \$100,000 Each Occurrence
Property Damage -- \$100,000 Each Occurrence
Or Combined single limits -- \$250,000
Exposures Other than Automobiles, Including

CONTRACTUAL AND COMPLETED OPERATIONS

Bodily Injury -- \$100,000 Each Occurrence
\$100,000 Each Person
Property Damage -- \$1,000,000,000 Each Occurrence
Or Combined Single Limits -- \$250,000

All such policies of Insurance shall name the TRIBE as additional insured and contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving 30 days written notice thereof to the TRIBE. Such policies of insurance shall be written by insurance companies satisfactory to the TRIBE and certificates of insurance evidencing the coverage required shall be provided to the TRIBE by mail, addressed to: Confederated Tribes of the Chehalis Reservation, P.O. Box 536, Oakville, WA 98568.

Any subcontractors to CONTRACTOR must also meet the same insurance requirements and the CONTRACTOR is responsible to ensure that these requirements are met. At the TRIBE's request, CONTRACTOR will supply the TRIBE with evidence of such compliance.

TERMINATION FOR DEFAULT

If the CONTRACTOR defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the TRIBE may, by depositing written notice to the CONTRACTOR in the U.S. mail, postage prepaid, terminate the Agreement, and at the TRIBE's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the CONTRACTOR shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the TRIBE resulting from such default(s) shall be deducted from any money due or coming to the CONTRACTOR. The CONTRACTOR shall bear any extra expenses incurred by the TRIBE in completing the work, and all damage sustained, or which may be sustained by the TRIBE by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination Without Default" paragraph of this Agreement.

TERMINATION WITHOUT DEFAULT

Either the TRIBE or CONTRACTOR may terminate this Agreement by giving written notice to the other, at the address first noted, of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Whenever the Agreement is terminated in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

MODIFICATIONS/TERMINATION

In the event that the TRIBE reduces, modifies, or cancels the award to the CONTRACTOR, this Agreement will be modified accordingly. Any written modifications to this Agreement shall be transmitted to CONTRACTOR within a reasonable time to effect such changes to the conduct of the project. All modifications are considered as addenda to this Agreement.

CONTRACTOR'S COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

Any written commitment received from the CONTRACTOR concerning this Agreement shall be binding upon the CONTRACTOR, unless otherwise specifically provided herein with reference to this paragraph. Failure of the CONTRACTOR to fulfill such a commitment shall render the CONTRACTOR liable for damages to the TRIBE. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

INDIAN PREFERENCE

The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §450e(b)). Accordingly, the Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.

OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public records or other materials prepared by the CONTRACTOR and/or its consultants or CONTRACTORS, in connection with performance of this Agreement shall be the sole and absolute property of the TRIBE.

All dirt removed from the project, with the exception of that listed in Exhibit A, shall remain the property of the CONTRACTOR.

CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the TRIBE or acquired by the CONTRACTOR in performance of this Agreement, except upon the prior written consent of the TRIBE or an order entered by a court after having acquired jurisdiction over the TRIBE. CONTRACTOR shall immediately give to the TRIBE notice of any judicial proceedings seeking disclosure of such information. CONTRACTOR shall indemnify and hold harmless the TRIBE, its officials, agents, or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from CONTRACTOR's breach of this provision.

NO ASSIGNMENT

CONTRACTOR shall not assign this Agreement, or any part thereof, without prior written consent of the TRIBE.

PROHIBITION AGAINST LIENS

The Contractor is prohibited from placing a lien or purporting to place a lien on the property. This prohibition shall apply to all subcontractors at any tier and all material suppliers.

SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the Confederated Tribes of the Chehalis Reservation, including the Chehalis Tribal Code and Traditional and Customary Law. Where the laws of the Chehalis Tribe are silent as to a particular issue, the laws of the State of Washington may be used. Any and all disputes arising out of this Agreement or breach thereof shall be heard in the Chehalis Tribal Court.

ENTIRE AGREEMENT

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

Attachments: Exhibit A - Scope of Work
Exhibit B – Design Plans
Exhibit C - Permit

Accepted:

Chehalis Tribe	Printed name	Date
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Contractor	Printed name	Date
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