REQUEST FOR PROPOSAL

Cowlitz Way & NW 41st Safety Improvements

Issue Date: November 10, 2026

RFP Reference No.: RFP26.18.017

COWLITZ
INDIAN TRIBE

1055 9th Avenue
Longview, WA 98632

COWLITZ INDIAN TRIBE

REQUEST FOR PROPOSAL

Cowlitz Way & NW 41st Safety Improvements

November 5, 2026

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November 5, 2026

REQUEST FOR PROPOSAL (RFP)		
RFP Title: Cowlitz Way & NW 41st Safety Improvements		
RFP Response Due Date and Time: **3:00 P.M. PST, January 13, 2027**	**Number of Pages in RFP packet (including cover and all Attachments): 51**	**Issue Date:** **November 10, 2026**
ISSUING AGENCY INFORMATION		
Cowlitz Indian Tribe (CIT) **1055 9th Avenue, Longview, WA 98632** **Single Point of Contact (SPOC): Tammy Quigley, CIT Project Coordinator -Transportation** **Tel. (360) 601-8693, email tfleet@cowlitz.org**		
INSTRUCTIONS TO BIDDERS		
Submit Sealed Proposal to: **Tammy Quigley** **Project Coordinator-Transportation** **Cowlitz Indian Tribe** **929 Fir Street** **Longview WA. 98632** **tfleet@cowlitz.org**	**Mark Face of Sealed Envelope/Package with:** **"RFP Response – Cowlitz Way & NW 41st Safety Improvements**	
Special Instructions: **Two hard copies of the RFP response proposal must be submitted in sealed envelope by RFP Response Due Date and Time listed above. Additionally, an electronic copy must be emailed to tfleet@cowlitz.org the following morning. Emailing electronic copies of proposals prior to Due Date and Time will disqualify the entire bidding process for this RFP solicitation. Do not email RFP response proposals prior to Response Due Date and Time.**		
FIRMS MUST COMPLETE THE FOLLOWING		
Firm Name/Address:		
	(Name and Title)	
	(Signature)	
	Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges they understands and will comply with the RFP specifications and requirements	
Type of Entity (e.g., corporation, LLC, etc.)	**Phone Number:**	
E-mail Address:	**Fax Number:**	
FIRMS MUST RETURN THIS COVER SHEET WITH RFP RESPONSES		

November 5, 2026

COWLITZ INDIAN TRIBE

REQUEST FOR PROPOSAL

Cowlitz Way & NW 41st Safety Improvements

REQUEST FOR PROPOSALS (RFP) FOR CONSTRUCTION SERVICES

The Cowlitz Indian Tribe (CIT) is soliciting proposals for the Cowlitz Way & NW 41st Safety Improvements described in Scope of Work provided in Attachment A. Contractor is responsible to obtain all necessary permits as required. All work must meet federal, local, and Cowlitz Indian Tribe standards, specifications, and codes.

SPECIAL CONSIDERATIONS

A. All bidding, contractual, and work processes for all participating parties must meet the requirements specified in CIT Procurement Code**.**

B. Upon award of this contract to the successful bidder, this RFP will be referenced and incorporated as an attachment to the contract between both parties.

C. Bidder must provide a detailed work schedule (Microsoft Scheduling Program or equivalent acceptable)

D. This is a Lump Sum contract. If contractor does not elect to attach a schedule of values (SOV) to their proposal, the contractor will submit an invoice upon completion and CIT approval of the work for the total contract amount minus 5% retainage as reference in the contract. (Section 2.3)

SINGLE POINT OF CONTACT

The Single Point of Contact (SPOC) for this solicitation is:
Tammy Quigley, Cowlitz Indian Tribe Project Coordinator
929 Fir Street, Longview WA 98632
Cell: 360-601-8693, tfleet@cowlitz.org

RFP SUBMITTAL TERMS

A. Sealed proposals, addressed to Tammy Quigley, tfleet@cowlitz.org, must be submitted on attached **Bid Form,** provided in **Attachment B**, and received at CIT Public Works Department Building at:
929 Fir Street, Longview, WA 98632, no later than
3:00 P.M. PST, January 13, 2027

B. Late proposals will not be accepted.

C. Sealed proposals shall be marked:
"RFP Response - Cowlitz Way & NW 41st Safety Improvements

D. Two hard copies of the RFP response proposal must be submitted in sealed envelope by RFP Response Due Date and Time listed above. Additionally, an electronic copy must be emailed

to tfleet@cowlitz.org the following morning after **January 13, 2027**. Emailing electronic copies of proposals prior to the Due Date and Time will disqualify the entire bidding process for this RFP solicitation.

E. Proposals are scheduled for opening at:
3:00 PM, January 13, 2027
In Cowlitz Indian Tribe Public Works Office
929 Fir Street, Longview WA. 98632

TYPE OF BID

This bid shall be for the entire project including labor, materials, equipment, permitting, etc. – all in accordance with the Scope of Work provided in **Attachment A**.

PRE-PROPOSAL CONFERENCE, SITE VISIT, QUESTIONS

Potential Bidders are strongly recommended to participate in a site visit on December 1, 2026, at 10:00 A.M. For more information or exceptions please contact:
Tammy Quigley, Public Works Project Coordinator-Transportation, Cowlitz Indian Tribe
929 Fir Street, Longview WA. 98632
Cell: 360-601-8693; tfleet@cowlitz.org

Questions about the RFP must be submitted **via e-mail or in writing** to the single point of contact on or before:
3:00 P.M. PST December 9, 2026
No additional project questions will be addressed after this date.

A Response addendum with all questions received and Cowlitz Indian Tribe's responses will be posted in an Addendum on **December 18, 2026,** on the Cowlitz Indian Tribe website at https://www.cowlitz.org/newsroom/announcements. It is the responsibility of each firm to check this website for Addenda or updates about the project.

DOCUMENT EXAMINATION AND PROCUREMENT

The Contract Documents may be examined at the following locations:

Cowlitz Indian Tribe
Public Works Department
929 Fir Street Longview, WA

PROPOSAL CONTENT & REQUIREMENTS

Proposals should demonstrate that the contractor has the professional capability and availability to satisfactorily and timely complete all the tasks as described in this RFP. Responses should include:

A. The contractor's legal name, address, telephone number and principal contact e-mail address.
B. The experience, qualifications, and assigned roles of all staff to be assigned to the project.
C. Description of the contractor's prior experience, including any similar projects, location of those project(s), and total construction costs.
D. Experience with SAP or other governmental projects and reporting requirements for such projects.
E. Proposed staffing for the project.
F. Any concerns regarding proposed method of administration, construction, or schedule.
G. Description of the contractor's current work activities and how these will be coordinated with the project, as well as the contractor's anticipated availability during the term of the project.
H. The proposed work plan and schedule for activities to be performed.
I. A Schedule of Values.

PREQUALIFICATION

Proposals need to include a minimum of three references that are knowledgeable regarding the contractor's recent performance on projects, including client's name, location where services were provided, contact person(s), contact telephone number, contact e-mail address, and a complete description of services provided, including dates of service. These references may be contacted to verify a contractor's ability to perform the contract. CIT reserves the right to use any information or additional references deemed necessary to establish the ability of the firm to perform the contract. (Negative references may be grounds for proposal disqualifications).

Proposers are strongly discouraged from including in their proposals, contract forms, standard terms and conditions, or other submissions any provision that requires, contemplates, or conditions performance upon a waiver of sovereign immunity or other sovereign rights. The inclusion of such provisions may be viewed unfavorably by the Tribe during its evaluation and may negatively affect a proposal's overall competitiveness, responsiveness, or suitability for award. The Tribe reserves the right to evaluate any such provisions on a case-by-case basis.

COWLITZ INDIAN TRIBE

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EVALUATION CRITERIA

Submitted Proposals will be evaluated and scored according to the following factors:

A. Overall quality of the Statement of Qualifications – 15%
B. The qualifications and experience of the personnel to be assigned to the project, including reference checks - 25%
C. The contractor's capability to meet time and project budget requirements and the availability of personnel to respond and provide services in a timely manner- 15%
D. Contractor's location - 10%
E. Present or projected workload that would affect completion of the project - 15%
F. Related experience on similar projects - 15%
G. Recent or current work related to Cowlitz Indian Tribe or it's subsidiaries - 5%

After evaluation of all Proposals, the Tribe will apply tribal preference, in accordance with *Cowlitz Procurement Code §3-208 Tribal Preference*, as follows:

(1) First preference: 100% Cowlitz Tribal Member-owned business;
(2) Second preference: 51% or greater Cowlitz Tribal Member-owned business;
(3) Third preference: Businesses owned in part or whole by other Native American owned business. To qualify for this preference, the minimum amount of Native American-ownership of a partially-Native American-owned business is 51% (fifty-one percent).

In applying Tribal Preference, a contract shall be awarded to a qualified business when its bid is responsive to all other conditions and does not exceed the lowest non-Tribal bid by the following amounts:
(1) For bids between $0- $10,000: 10%
(2) For bids between $10,001 and $50,000: 7%
(3) For bids between 50,001 and 100,000: 5%

(4) For bids over $100,000: 2%.

All bids will be evaluated using Evaluation Criteria provided above and what is in the best interest of the CIT. Highest ranking firm will be identified and announced after selection committee completes review of all bids. Bidders are instructed not to proceed until a signed contract is executed by both parties. A firm or person who proceeds prior to executing a contract or Notice to Proceed does so at its own risk and will be liable for any and all damage caused.

SELECTION PROCESS

Upon receipt of responses, selection committee members will evaluate all responsive proposals and assign scores based on the evaluation criteria stated above. Highest ranking contractor may be asked to attend an interview, or Cowlitz Indian Tribe may opt to open direct negotiations with the highest-ranking contractor that presents the most qualified, highest scoring proposal. If interviews are conducted, finalists are encouraged to bring renderings/photos of related examples of work any other pertinent past project information.

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Contract negotiations will commence with the highest-ranking bidder. The contract will be awarded upon reaching an appropriate price for the work to be done. If an appropriate agreement cannot be reached with the highest-ranked bidder, the second ranked bidder will be approached, and so on. Unsuccessful bidders will be notified as soon as possible.

This solicitation is being offered in accordance with federal and state statues governing procurement of construction contracts, in addition to Cowlitz Indian Tribe statutes. Accordingly, the Cowlitz Indian Tribe reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate.

Cowlitz Indian Tribe reserves the right to increase the scope of work with the selected contractor as a long as the increase is within the contractor's ability. Payment and contract terms will be negotiated with the selected contractor.

CIT'S RIGHT TO REJECT BIDS

Cowlitz Indian Tribe reserves the right to waive irregularities and to reject any or all bids. CIT shall select a preferred contractor based on best value to the project and pursuant to CIT's best interest.

CIT'S BEST INTEREST

While Cowlitz Indian Tribe has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the CIT to award and execute a contract. Upon a determination such actions would be in its best interest, the Cowlitz Indian Tribe, in its sole discretion, reserves the right to:

A. Cancel or terminate this RFP; or
B. Reject any or all proposals received in response to this RFP; or
C. Not award a contract, if it is in the Cowlitz Indian Tribes best interest not to proceed with contract execution; or
D. If awarded, terminate any contract if the Cowlitz Indian Tribe determines adequate funds are not available.

INSURANCE REQUIREMENTS

Before commencing the Work and as a condition of payment, and as part of the Lump Sum Amount, Contractor shall purchase and maintain insurance as described below from an insurer admitted to do business in Washington with an A.M. Best financial strength rating of A1 or better, that will protect it from bodily injury or property damage claims arising out of its operations under this Contract, whether the operations are by Contractor, Contractor's consultants or subcontractors, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. **Commercial General Liability (CGL)** insurance providing bodily injury liability and property damage liability with combined single limits of not less than $1,000,000 per occurrence. $2,000,000 general aggregate limits, and Products/Completed Operations aggregate limits of $2,000,000, written on an occurrence form.

   If the Owner requires that Contractor's general liability policy be endorsed so that the aggregate limits of insurance apply on this job, both parties must check the appropriate box: Owner [X] Contractor [X].

   Owner shall be included as an additional insured under the CGL policy. Prior to starting work, Contractor shall provide a copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy that documents the Owner's additional insured status.

B. **Automobile Liability (AL)** insurance with a minimum limit of liability of not less than $300,000 per occurrence for all owned, non-owned and hired automobiles.

C. **Workers Compensation (WC)** insurance with a minimum limit of liability of not less than required by the Laws of the State of Washington.

CIT and Contractor will waive their rights of subrogation against one another for any losses covered by the required insurance policies except that Contractor shall be liable for the property insurance deductible if a claim is made against such property insurance and that claim arises out of Contractor's negligence.

BID AND CONTRACT SECURITY, PAYMENT AND PERFORMANCE BONDS

Each bid must be accompanied by a cashier' s check, certified check, or a bid bond in the amount of five percent (5%) of the bid amount, payable to the Cowlitz Indian Tribe. The successful bidder will be required to provide payment and performance bond, each in the amount of one hundred percent (100%) of the contract price payable to the Cowlitz Indian Tribe.

RETAINAGE

CIT will withhold five percent (5%) of contract price until the work is complete, inspected, and accepted by CIT to assure that contractor satisfied its contractual obligations of this project.

COMPLIANCE WITH STANDARDS

This project must comply with all federal and state labor standards as applicable, including compliance with federal Davis-Bacon and/or state prevailing wage labor standards, compliance with Cowlitz Indian law, and notwithstanding the Indian Preference Act, Section 703(i) of the 1964 Civil Rights Act assuring equal opportunity labor standards and others, as applicable.

COWLITZ INDIAN TRIBE

REQUEST FOR PROPOSAL

Cowlitz Way & NW 41st Safety Improvements

TARGET SCHEDULE OF EVENTS

EVENT	TIME	DATE
RFP issued		November 10, 2026
Recommended Site Visit	10:00 A.M.	December 1, 2026
Written Questions due to CIT	3:00 P.M.	December 9, 2026
Addendum with Questions & Answers Issued by CIT		December 18, 2026
RFP Proposals Due to CIT	**3:00 P.M.**	**January 13, 2027**
Notice of Intent to Award is issued		TBD
Intended Date for Notice to Proceed		TBD

SOVEREIGN IMMUNITY

CIT is a Federally Recognized Indian Tribe and exercises Sovereign Immunity, as stated in CIT Procurement Code, *§9-401 Sovereign Immunity in Connection with Contracts*, as follows:

(1) *Solicitation and Award of Contracts*. If concerning a matter outside of the Tribal Trust lands, unless otherwise modified by contract signed by duly authorized Tribal Council representative or by funding obligations outside the control of Tribal government, the Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a bidder, offeror, or contractor, prospective or actual, to determine whether a solicitation or award of a contract is in accordance with the Constitution, statutes, policies, and the terms and conditions of the solicitation. The Tribal Court shall have such jurisdiction, whether the actions are at law or in equity, and whether the actions are for monetary damages or for declaratory, injunctive, or other equitable relief.

(2) *Debarment or Suspension*. The Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a person who is subject to a suspension or debarment proceeding, to determine whether the debarment or suspension is in accordance with the Constitution, statutes, and policies. The Cowlitz Tribal Court shall have such jurisdiction, whether the actions are at law or in equity, and whether the actions are for declaratory, injunctive, or other equitable relief.

(3) *Actions Under Contracts or for Breach of Contract*. The Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a contractor, for any cause of action which arises under, or by virtue of, the contract, whether the action is at law or in equity, whether the action is on the contract or for a breach of the contract, and whether the action is for monetary damages or declaratory, injunctive, or other equitable relief.

(4) *Limited Finality for Administrative Determinations*. In any judicial action under this Section, factual or legal determinations by employees, agents, or other persons appointed by the Tribe shall have no finality and shall not be conclusive, notwithstanding any contract provision, regulation, or rule of law to the contrary, except as provided in Section 3-701 (Finality of Determinations).

COWLITZ INDIAN TRIBE

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By submitting a proposal to this solicitation, Bidder agrees that the Cowlitz Indian Tribe has not waived or otherwise abridged its sovereign immunity. The Bidder further understands that the Cowlitz Indian Tribe does not and will not submit to the jurisdiction of any state or Federal courts in any finally executed contract between the parties.

Notwithstanding any other terms or provisions of this RFP and any subsequent executed contract, Contractor understands and agrees that the Cowlitz Indian Tribe, by posting this RFP and/or entering into subsequent contracts, the Cowlitz Indian Tribe does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by federal law.

ATTACHMENT A
Scope of Work

Project Overview

The Cowlitz Indian Tribe (CIT) plans to improve safety on the CIT reservation in the vicinity of Cowlitz Way/NW 41 Avenue intersection, and in the vicinity of Cowlitz Way/Ilani VIP/CASINO Way intersection.)

The work involves:

- the installation of about 250 ft (to be verified in the field) of guardrail run, including the end termini treatment along the inner curve at this location and some chevron (guide) signs on the out curve of at this location.
- the installation of eight (8) new Solar Powered Rapid Rectangular Flashing Beacon (RRFB) Crosswalk Signs located at two (2) locations (Cowlitz Way/NW 31st Avenue intersection) and (Cowlitz Way/Ilani VIP/CASINO Way intersection) as part of the Cowlitz Way Pedestrian Safety Updates project. This is a continuation of similar work that was carried out in the same location last year.

Construction Scope of Services

The selected contractor will provide the following: labor, engineering design, materials, equipment, temporary traffic control necessary to install a guardrail run, chevron (guide) signs/horizontal warning signs, and solar powered pedestrian rectangular flashing beacon signs in accordance with WSDOT and MUTCD standards broken down as follows:

A. LANE DEPARTURE COUNTER MEASURES AT COWLITZ WAY/NW 41ST AVENUE CURVE

- **Design**
  - The contractor will be responsible for the final engineering design of the guardrail system prepared, signed and stamped by a Professional Engineer licensed in Washington State. The guardrail design will comply with current WSDOT Standard Specifications, WSDOT Design Manual, WSDOT Standard Plans, MASH and AASHTO Roadside Design Guide.
  - The contractor will verify the guardrail length of need, terminal type, post spacing, offsets and grading at this location.
- **Clearing and Grubbing**
  - The contractor will remove all the top-site obstructions within the right-of-way along the proposed guardrail run to improve the light of sight on the side of the inner curve. This will include cutting down trees, removing brushes and cutting back overhanging branches.
- **Midwest Guardrail System (MGS) Guardrail Installation**
  - The contractor will furnish and install galvanized MGS (or any applicable type) guardrail run, posts, block outs, terminals, transitions (if needed) on the inner curve based on the design.

- **<u>W1-8L Chevron Signs/Horizontal Warning Signs</u>**
    - The contractor will provide and install 5# Chevron Signs (W1-8L) on the outer curve. The signs spacing and height will be as per MUTCD and WSDOT design manuals.

B. COWLITZ WAY PEDESTRIAN SAFETY UPGRADES AT COWLITZ WAY/NW 31ST AVENUE/VIP CASINO WAY INTERSECTION

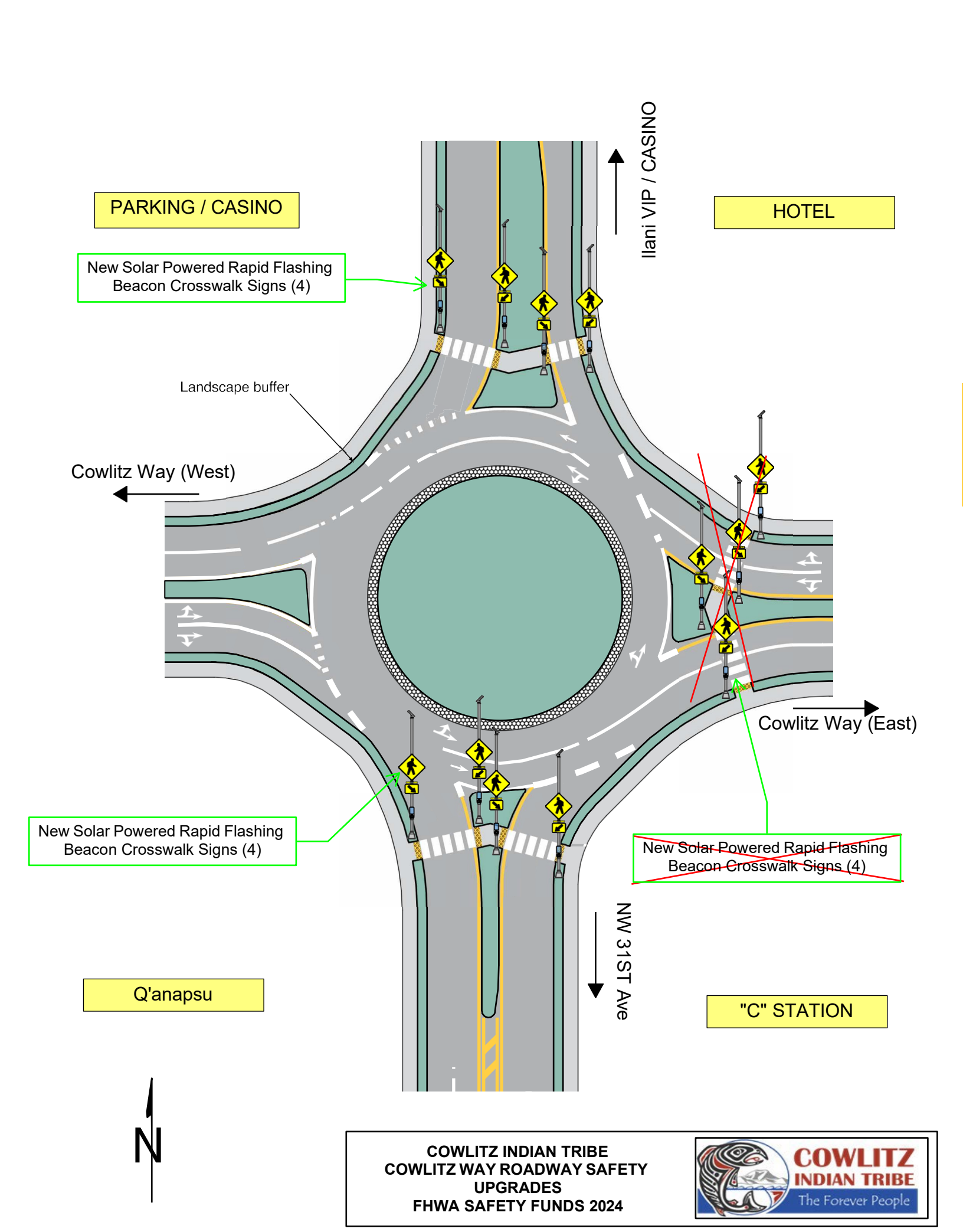
- **Solar Powered Rapid Rectangular Flashing Beacon (RRFB) Crosswalk Signs**
    - Installation of 8 pedestrian crosswalk signs. Each assembly will include pedestrian warning signage, RRFB light bars, solar panel, battery, controller, pushbutton, poles/pots and foundation mounting.

Deliverables

- Guardrail and horizontal warning signs Installation Plan sheets
- Eight (8) new Solar Powered Rapid Flashing Beacon Crosswalk Signs
- Temporary Traffic Control Plan that conforms with the MUTCD standard for each of the two locations to ensure safe travels by both motorists and pedestrians during the construction.
- Project Delivery/Construction Schedule

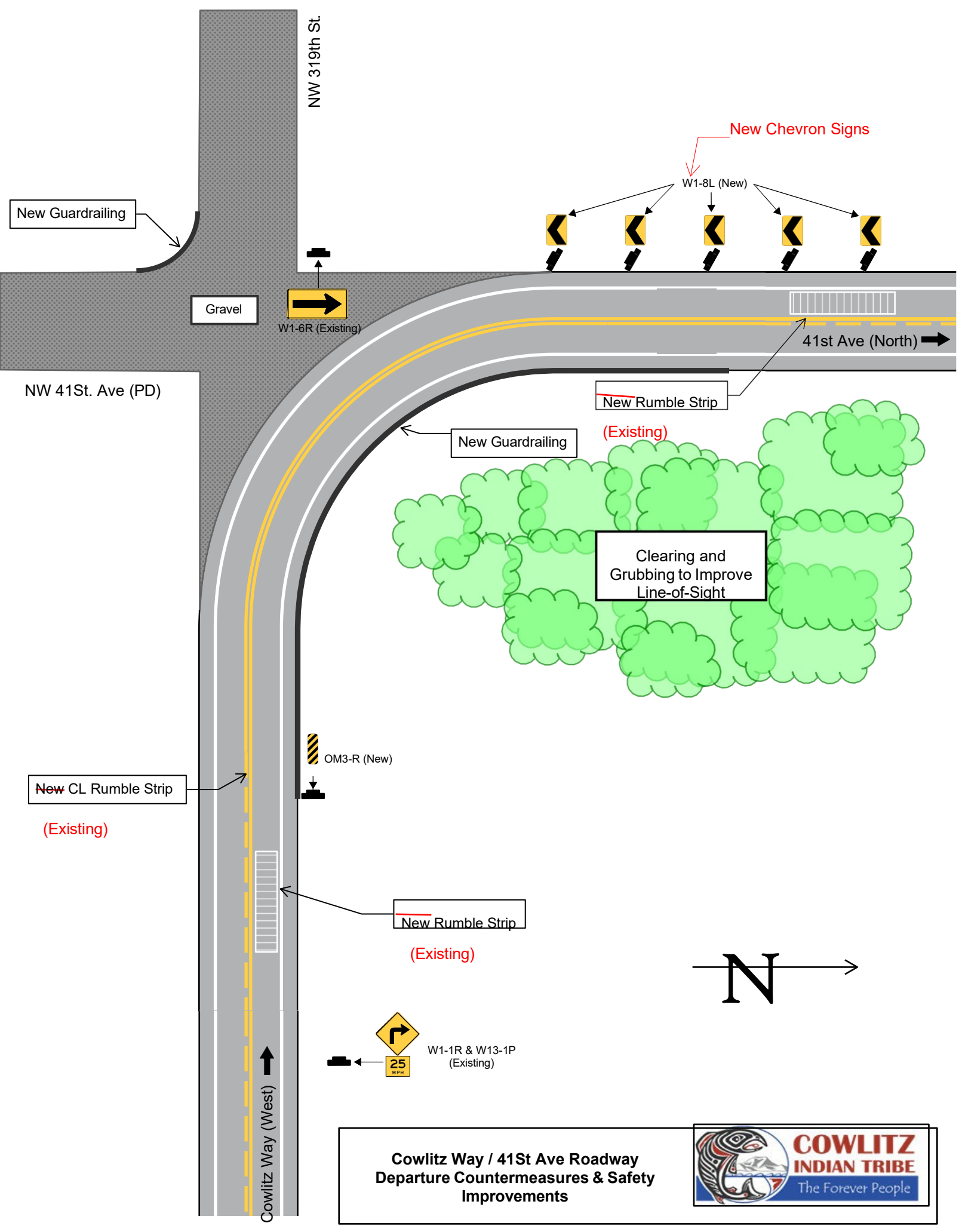
Contractor Qualifications

- Applicable Contractor registration certifications
- List of three (3) similar pedestrian flashing beacon, guardrails and horizontal guide signs installation projects within the last 3 years
- List of two RRFB manufacturers where contractor intends to source the equipment from and anticipated materials lead time.



COWLITZ INDIAN TRIBE
COWLITZ WAY ROADWAY SAFETY UPGRADES
FHWA SAFETY FUNDS 2024

COWLITZ INDIAN TRIBE
The Forever People



Cowlitz Way / 41St Ave Roadway Departure Countermeasures & Safety Improvements

COWLITZ INDIAN TRIBE
The Forever People

ATTACHMENT B
BID FORM

SECTION 00041

THE PROJECT AND THE PARTIES

1.01 TO:

A. Cowlitz Indian Tribe (the Owner)

B. 1055 - 9th Avenue

C. Longview, WA 98632

1.02 FOR: Cowlitz Way & NW 41st Safety Improvements

1.03 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name _____
   1. Address _____
   2. City, State, Zip_____

1.04 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Supplemental Instructions to Bidders, and the Contract Documents prepared by the Cowlitz Indian Tribe for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. **Base Bid**:_____
(dollars (Words Only) $_____, (Figures Only) in lawful money of the United States of America.

C. We have included the required Bid Bond as required by the Instruction to Bidders and the signed Non-Collusion Affidavit form and included them with this Bid Form.

D. The Bid Amount includes Tax.

1.05 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Cowlitz Indian Tribe within the time period stated above, we will:
   1. Furnish the required bonds within seven days of receipt of Notice of Award.
   2. Commence work within seven days after written Notice to Proceed for this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Cowlitz Indian Tribe by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.06 CONTRACT TIME

If this Bid is accepted, we will complete all work and clean up as scheduled in Section ***Target Schedule of Events*** of this RFP.

1.07 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
   1. Addendum # _____ Dated _____.
   2. Addendum # _____ Dated _____.
   3. Addendum # _____ Dated _____.
   4. Addendum # _____ Dated _____.

1.08 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. _____

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. _____

F. (Authorized signing officer, Title)

G. (Seal)

H. _____

I. (Authorized signing officer, Title)

1.09 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above. Using a copy machine, copy this page and complete paragraph 1.08 for each joint venture or partnership and attach to this Bid Form.

END OF BID FORM

Lump Sum Contract

Contract #######

PARTIES:

Contractor:
Address:
Point of Contact:
(office)
(cell)
(fax)
email

Tribe: Cowlitz Indian Tribe, a federally recognized Indian Tribe
Address: 1055 9th Ave Longview WA. 98632
Point of Contact: Amanda Lomasney, Project Coordinator
Department of Public Works
360-353-9936 Ext. 2735 (office)
360-353-8171 (cell)
360-577-7432 (fax)
alomasney@cowlitz.org

PROPERTY:
LOCATION
DATE:
DATE

This Lump Sum Contract ("Contract") is executed by and between CONTRACTOR, and the Tribe, a federally recognized sovereign nation pursuant to 65 Fed. Reg. 8436 (Feb. 18, 2000). This Agreement shall be referenced and known as Agreement 2107006. Contractor and Tribe may be collectively referred to herein as the "Parties", and each may be referred to as a "Party".

I. TERMS AND CONDITIONS

1.1 **Contractor's Duties**. Contractor shall furnish material, labor, equipment, tools, and supervision (the "Work") necessary to JOB - LOCATION (the "Project") for Tribe in compliance with all plans, specifications, Scope of Work (provided in **Exhibit A, Exhibit B, and Exhibit C**), supplied by Tribe, (collectively the "Plans"). The Plans, this Contract, all of its Exhibits, and all duly executed Change Orders after execution are the "Contract Documents."

1.2 **Omissions.** Contractor agrees to immediately inform Tribe in writing of any discrepancies, errors, or omissions in the Plans or materially changed or unanticipated conditions and not to proceed with any work affected by such discrepancy until Tribe directs Contractor to do so.

1.3 **Permits**. If applicable, Contractor shall obtain the governmental approvals of the Plans and all permits for construction of the Project. The cost of any necessary permits is included in the lump sum price amount.

1.4 **Compliance.** Contractor, and all subcontractors or staff, shall comply with all laws of the Cowlitz Indian Tribe. Contractor, and all subcontractors and staff, shall also comply with

SAMPLE

all Tribal laws, recommendations, rules, ordinances, guidelines, and otherwise as they relate to the COVID-19 pandemic. In instances in which Tribal law or otherwise is silent, Contractor shall comply with all COVID-19 recommendations as set forth by the U.S. Centers for Disease Control and Prevention. Failure to abide by such laws, recommendations and otherwise shall result in termination of this Agreement and may result in penalties and sanctions pursuant to the Tribe's laws and other applicable laws.

II. LUMP SUM PRICE AND PAYMENT

2.1 **Lump Sum Amount**. Contractor shall perform the Work for the Lump Sum Price of $###,###.## (NUMERICAL VALUE) ("Contract Price"). The Contract Price is detailed by scope and trades in the Schedule of Values at **Exhibit B**. The Lump Sum Amount includes Washington State Sales Tax.

2.2 **Payment. Payment will made in full upon completion of the work consistent with this paragraph. There will be no down payment.** Within ten (10) days after Contractor notifies Tribe that the Work is completed, Tribe shall inspect the Work with Contractor and deliver to Contractor a list of items to be completed or corrected prior to Final Payment (the "Punch List"). The Punch List and other Work shall be completed by Contractor within twenty-one (21) days of Contractor's receipt of the Punch List. Final payment shall be due thirty (30) days after Contractor:

a. completes the Work in accordance with the Contract Documents, to include completion of the Punch List.

b. makes available the cost records supporting the final Cost of the Work, if requested by Tribe.

2.3 **Retainage.** Tribe shall withhold five percent (5%) of retainage from each progress payment (the "Retainage"). Retainage shall be released to Contractor at the time of Final Payment. The Retainage is a fund for the protection of the Tribe (i) from incomplete or defective work by Contractor; (ii) for the payment of persons who supplied materials or who worked on the Project and were not paid by Contractor; and (iii) damages incurred due to other breaches of the Contract.

2.4 **Final Payment.** Within ten (10) days after Contractor notifies Tribe that the Work is completed, Tribe shall inspect the Work with Contractor and deliver to Contractor a comprehensive list of items to be completed or corrected prior to Final Payment (the "Punch List"). The Punch List and other Work shall be completed by Contractor within twenty-one (21) days of Contractor's receipt of the Punch List. Final payment shall be due thirty (30) days after Contractor:

(1) completes the Work in accordance with the Contract Documents.

(2) makes available the cost records supporting the final Cost of the Work if requested by Tribe.

SAMPLE

2.5 **Records.** Records of Contractor's direct personnel payroll, reimbursable expenses pertaining to this Project, and records of accounts between Tribe and Contractor shall be kept on a generally recognized accounting basis. Tribe or its authorized representative reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all pricing data used to negotiate any Change Orders and prices charged for the above allowances. Tribe reserves the right to decrease Contract Sum and/or payments made on this Contract if, upon audit of Contractor's records, the audit discloses Contractor has provided false, misleading, or inaccurate cost and pricing data.

III. CHANGES

3.1 **Change Orders.** This Contract, or its Scope of Work, may be amended to provide for additions, deletions and revisions ("Changes") only upon the execution of a Change Order. The procedure for requesting a change order are as follows:

a. The Party requesting or noting the Change shall give the other Party a written notice containing: a description of the Change and the justification for the Change.;

b. Before proceeding with the changed work, unless excused by an emergency involving safety or property damage, the Contractor shall provide Tribe with a fixed-price written estimate of the cost and time impact of the requested Change;

c. Tribe and Contractor may execute a Change Order confirming their agreement with the Change, the fixed-price cost, and the extension of the Substantial Completion date, if any. If the Change cannot be performed on a fixed-price basis, the Change Order shall identify the agreed method of compensation. Tribal Council approval is required if a Change Order, or a series of Change Orders, will increase the Final Payment at an amount of $100,000 or more;

3.2 **Change Order Format.** A blank Change Order form is included in this Contract as **Exhibit D**.

3.2.1 Each change order must incorporate by reference this Agreement. Should there be any inconsistencies between the change orders and the Agreement, the Agreement shall govern and control.

3.2.2 The maximum allowed percentage for overhead and profit for Change Orders, Construction Change Directives, and orders for minor changes in the Work are: 1) 10% if Contractor uses its own forces for the Work; or 2) 15% when a subcontractor performs the Work. There shall be no allowance for overhead and profit and no change in the Contract Sum where the Change Order is caused by the fault of Contractor.

IV. SCHEDULE

4.1 **Construction Time and Damages**. Contractor agrees that the time in **Exhibit A, and Exhibit B, and Exhibit C** provides sufficient time for the expeditious and practical execution of the Work. If Contractor fails to complete the Work, by the dates set forth in **Exhibit B (the "Completion Date")**, Tribe will suffer substantial damages.

4.2 **Time is of the Essence.** Time limits stated in the Contract Documents and this Contract are

SAMPLE

of the essence.

4.3 **Delays.** Whenever Contractor determines that due to circumstances beyond its control there may be a delay in the timely performance of Services, Contractor shall give timely written notice thereof to Tribe, including all relevant information, and may request a reasonable extension of time to perform the Services of this Contract. However, this paragraph does not supersede or alter the Change Order requirements contained in Article III.

V. INSURANCE

5.1 **Insurance.** Before commencing the Work and as a condition of payment, and as part of the Lump Sum Amount, Contractor shall purchase and maintain insurance as described below from an insurer admitted to do business in Washington with an A.M. Best financial strength rating of A1 or better, that will protect it from bodily injury or property damage claims arising out of its operations under this Contract, whether the operations are by Contractor, Contractor's consultants or subcontractors, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

5.1.1 Commercial General Liability (CGL) insurance providing bodily injury liability and property damage liability with combined single limits of not less than $1,000,000 per occurrence, and $2,000,000 general aggregate limits, and Products/Completed Operations aggregate limits of $2,000,000, written on an occurrence form.

5.1.2 Tribe requires that Contractor’s general liability policy be endorsed so that the aggregate limits of insurance apply on this job.

5.1.3 Commercial Automobile Liability insurance with a minimum limit of liability of not less than $300,000 per occurrence for all owned, non-owned and hired automobiles

5.1.4 Tribe shall be included as an additional insured under the CGL policy. Prior to starting work, Contractor shall provide a copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy that documents the Tribe’s additional insured status.

5.1.5 Workers Compensation to meet or exceed minimum requirements for Workers Compensation insurance required in the State of Washington.

VI. CONTRACTOR’S WARRANTY

6.1 **Contractor’s Warranty**. Contractor warrants that the Work shall be in accordance with the Contract Documents and shall return and repair, at Contractor’s expense, any work not in accordance with the Contract Documents for a period of one (1) year from the date of Completion. The fact that Tribe accepted or approved Contractor's Services, or made final payment, shall in no way relieve Contractor of any of its warranty obligations. All product warranties, if any, are deemed assigned from Contractor to Tribe.

6.2 **Cure of Defect**. If a defect is discovered within the Warranty Period, then Tribe must promptly

SAMPLE

notify Contractor in writing following the discovery of that defect (the "Warranty Defect Notice") and must provide Contractor with an opportunity to inspect and an opportunity to either cure the defect in a manner customary in the industry or to pay to Tribe the cost of repair or replacement of the defect as estimated by Contractor.

6.3 **Liens.** Contractor warrants that: (1) title to Work, materials, and equipment covered by an Application for Payment are free and clear of liens, claims, security interests, or encumbrances and that such title will pass to Tribe either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) no Work, materials, or equipment covered by an Application for Payment will have been acquired by Contractor, or any other person performing Work at the site or furnishing materials or equipment for the Project; and (3) upon payment for any portion of the Work performed, Contractor shall furnish a full and unconditional release from any claim or mechanics' lien for that portion of the Work for which payment has been made.

6.4 **Qualified to Perform Work.** Contractor represents, warrants, and covenants that: (1) Contractor has the means, capability, experience, registrations, licenses, permits, and all necessary governmental approvals and authorizations to perform the Work; (2) Contractor shall be fully responsible for any and all acts and omissions of its employees, agents, officers, directors, consultants, subcontractors, and any other persons working for it in the performance of the Work under this Contract and shall assure that all such persons meet the standards required of Contractor hereunder; (3) in the performance of Work, Contractor shall take, and shall cause its employees, agents, officers, directors, consultants, and subcontractors to take, all reasonable precautions for the safety of, and shall provide all reasonable protection to protect damage, injury, or loss to, all persons and property at the site and all persons and property which may be affected by the performance of the Work at the site; and (4) Contractor shall assume, pay, and discharge any and all liabilities, claims, or demands of suppliers, subcontractors, or vendors arising out of labor or materials furnished in connection with the Work, and shall maintain the site free and clear of any and all liens, claims, or encumbrances of any type or description whatsoever arising out of the Work performed by Contractor, its employees, agents, officers, directors, consultants, and subcontractors under this Contract.

VII. CONTRACTOR'S SERVICES AND RESPONSIBILITIES

7.1 **Site Visit.** Execution of this Contract by Contractor is a representation that Contractor has visited the site, is familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of this Contract and the Contract Documents.

7.2 **Unknown Conditions.** If concealed or unknown conditions of an unusual nature that affect the performance of the Work and vary from those indicated by the Contract Documents or the representations of Tribe are encountered below ground or in an existing structure other than the Work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character of the Project, notice by the observing Party shall be given promptly to the other Party and, if possible, before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions.

SAMPLE

The Contract Sum shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim by either Party made within seven (7) days after the claimant becomes aware of the conditions.

7.3 **Construction means.** Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures. Unless otherwise provided in the Contract Documents, Contractor shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

7.4 **No Acceptance.** No progress or final payment, or partial or entire use of the Project by Tribe, shall constitute an acceptance of Work not in accordance with the Contract Documents.

7.5 **New Material.** Contractor warrants to Tribe that materials and equipment incorporated in the Work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All systems shall be in good working order.

7.6 **Clean Premise.** Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Contractor shall cooperate with Tribe to minimize disruptions to the operations of the Tribe. At the completion of the Work, Contractor shall remove from and about the Project Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

7.7 **Hazardous Materials.** The Parties agree that dealing with hazardous materials, waste, or asbestos requires specialized training, processes, precautions, and licenses. Therefore, unless the scope of this Contract includes the specific handling, disturbance, removal, or transportation of hazardous materials, or asbestos, upon discovery of such hazardous materials or asbestos Contractor shall immediately notify Tribe and allow Tribe/Contractor to contract with a properly licensed and qualified hazardous material contractor. If Tribe contracts for this work with a qualified hazardous material contractor, Contractor shall be afforded additional time to complete the Project which shall be detailed in a Change Order, but Contractor shall not be entitled to additional costs. The Contractor, nor a subcontractor, regardless of qualifications, will be paid for dealing with hazardous materials unless, approved by a Change Order executed in compliance with Section III of this contract.

VIII. SAFETY

8.1 **Safety Precautions.** Contractor and its subcontractors shall take all reasonably necessary safety precautions, including compliance with applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state, local, or tribal and pursuant to industry standard. Contractor shall at all times be responsible for providing a safe job site and be responsible for the work performance and safety of all employees, personnel, equipment, and materials within the care, custody, or control of Contractor or its subcontractors of any tier. Contractor and its subcontractors shall furnish all required safety equipment and ensure all of its employees and lower-tier subcontractors' employees have and wear personal protective equipment in compliance with applicable safety requirements.

SAMPLE

Contractor shall promptly provide Tribe with written notice of safety hazard(s) or violation(s) found on the job site or of any injury to its or its subcontractors' workers incurred on the job site.

8.2 **Safety Supervision.** Contractor shall be responsible for initiating, maintaining, and providing supervision of safety precautions and programs in connection with the Work.

IX. SUBCONTRACTORS

9.1 **Subcontractor Compliance.** Contractor must ensure that all subcontractors comply with the terms of the Agreement.

9.2 **No Contractual Obligation between Tribe and Subcontractors.** The Tribe has no contractual obligations to any Subcontractor or vendor under contract to the Contractor.

Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

X. INDEMNIFICATION

10.1 Contractor agrees to, at its sole expense, hold harmless, indemnify, and defend the Tribe and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney's fees and expenses, incurred by or claimed against the Tribe, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, Contractor's and/ or Contractor's employees', officers', agents', or subcontractors' errors, actions, omissions, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property. Contractor shall give prompt notice of any claim, loss or liability for which such party seeks defense and indemnification.

10.2 Contractor further agrees to defend, indemnify, and hold Tribe harmless from all WISHA or other related claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Contractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders, or its obligations hereunder. For purposes of the foregoing indemnification provision only, and only to the extent of claims against Contractor by Tribe under such indemnification provision, Contractor specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disabilities benefit acts, or other employee benefit acts.

10.3 **Subcontractor Indemnification Requirements**. The Contractor expressly agrees to require each subcontractor to protect, defend, indemnify, and hold harmless the Tribe, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of a subcontractor, its officers, employees, and/or agents in connection with or in support of this Agreement. The Contractor further expressly agrees to ensure that any and all subcontractors understand that

the Tribe is a third-party beneficiary to any agreement with Contractor and that the Tribe shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.

10.4 **Control of Defense**. Notwithstanding anything to the contrary within the Contract Documents, the Tribe, at its sole discretion, is entitled to assume control of the defense of any indemnified claim, and the Contractor will pay the reasonable fees and expenses of lawyers retained by the Tribe (excluding the fees and expenses of the Tribe's lawyers before the date of such assumption of the defense).

XI. TERMINATION

11.1 **Termination by Tribe for Cause**. Tribe may, after giving Contractor seven (7) days written notice and an opportunity to commence and continue to cure the alleged cause, terminate the Contract if Contractor violates any material provision of this Contract or:

a. refuses or fails to supply enough properly skilled workers or proper materials; or

b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; or

c. persistently disregards laws, ordinances, rules, regulations or orders of public authorities having jurisdiction; or

d. fails to provide Tribe, upon request, reasonable evidence that the Work will be completed by the Completed Date.

11.2 **Rights Upon Termination**. When termination based on any of the above reasons occurs, Tribe may, without prejudice to any other rights or remedies:

a. accept assignment of Subcontracts;

b. finish the Work using reasonable methods. Upon Contractor's request, Tribe shall furnish to Contractor a detailed accounting of the costs Tribe incurs in finishing the Work; and

c. charge Contractor the costs of completion in excess of the amounts due to Contractor.

11.3 **Termination by Tribe for Convenience**. Tribe may terminate the Contract for Tribe's convenience. Upon receipt of written notice from Tribe of such termination, Contractor shall:

a. cease operations as directed by Tribe in the notice;

b. take actions necessary, or that Tribe may direct, for the protection and preservation of the Work; and

c. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter

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into no further subcontracts and purchase orders.

In case of Termination by Tribe for Convenience, Contractor shall be entitled to receive payment for Work executed to the effective date of termination, based on the percentage of the Work completed compared to the Schedule of Values at **Exhibit C**, plus those costs necessary to satisfy the obligations incurred as a result of the requirements of subsections (a)-(c), above.

XII. DISPUTE RESOLUTION

12.1 Negotiation. If a dispute arises between the Parties over the performance, interpretation, or enforcement of this Agreement, the Parties in the first instance shall attempt in good faith to resolve the dispute informally through face-to-face negotiations. These negotiations shall take place at the Cowlitz Indian Reservation in Ridgefield, Washington, unless otherwise agreed upon in writing by the Parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and/or attorneys shall be considered confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties. Provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiations.

12.2 By Tribal Council Chairperson. If the Parties are unable to resolve the dispute through negotiation, the aggrieved Party shall submit the matter, in writing, to the Chairperson of the Cowlitz Tribal Council. A copy of the aggrieved Party's submission shall be served upon the other Party in accordance with the notice provisions of this Agreement. The Chairperson shall promptly convene a meeting of the Parties, which shall be held at the Cowlitz Indian Reservation in Ridgefield, Washington, to resolve the matter. The decision of the Chairperson shall be final and binding upon both Parties. Provided, however, that nothing shall operate to limit or prohibit Tribe from otherwise enforcing its rights under this Agreement.

12.3 Conflict of Interest. In the event that the Chairperson has a conflict of interest that would prevent her/him from hearing the dispute, s/he may, at her/his sole discretion, either decline to hear the dispute, or appoint an alternate Tribal Leader or Elder to serve in his/her place.

XIII. OWNERSHIP OF DOCUMENTS

13.1 Documents. All documents, including but not limited to reports, drawings, construction plans, estimates, field notes, investigations, analysis studies, specifications, and software (including any images, "applets," photographs, animation, video, audio, music, and text incorporated into the software) which are prepared in performance of this Contract are to be and remain the property of Tribe and are protected by applicable tribal, federal, and international copyright laws, and are to be delivered to Tribe before final payment is made to Contractor. Tribe hereby grants to Contractor a limited license for the purpose of exhibition, promotion, and backup or archival purposes only. Tribe acknowledges that these documents have been prepared for this Project and its conditions only.

XIV. SELF-DEALING

14.1 No Self-Dealing. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, contingency, or other fee; and that no employee of Tribe has an interest, financially or otherwise, with the other Party. For breach or violation of this warranty, Tribe, at its discretion, shall either deduct from this Contract price or consideration, the full amount of such commission, percentage, brokerage, contingency, or other fees, or terminate this Contract without liability.

XV. ASSIGNMENT

Contractor shall not assign nor attempt to assign this Contract without the express written approval of Tribe.

XVI. CONFIDENTIALITY

16.1 Nonpublic and Confidential. All information received in performing this Contract shall be considered nonpublic and confidential. Contractor shall not disclose any information received pursuant to this Contract, unless Tribe approves disclosure by express, prior written approval.

16.2 No Deceptive Practices. Contractor shall not engage in any deceptive, misleading, or unethical practices that are or might be detrimental to Tribe and/or its affiliates, departments, programs, enterprises, or subdivisions. Contractor shall conduct its Services in a manner that reflects favorably on the image of Tribe and/or its affiliates, departments, programs, enterprises, or subdivisions.

XVII. FORCE MAJEURE

This Agreement may be terminated due to a Force Majeure Event. A "Force Majeure Event" shall mean an event beyond the reasonable control of the Tribe, whether foreseeable or unforeseeable, including an Act of God, severe weather, war, act or omission of any government authority, including any order, rule, regulation, or advisory that impacts, cancels, or limits the need for Services, disaster, fire, flood, accident or other casualty, strike or threat of strike, civil disorder, act and/ or threat of terrorism, curtailment of transportation services or facilities, epidemic, pandemic, quarantine, virus outbreak, shortages of supplies, power, or other infrastructure, or any other event or circumstance not within the control of the Tribe, whether similar or dissimilar to any of the foregoing, which makes it illegal, impossible, or impracticable to use Contractor's Services. Contractor acknowledges that if a Force Majeure Event, including but not limited to the current COVID-19 pandemic, causes a closure of the Reservation or other Tribal property, whether by government order, regulation, or otherwise, this shall constitute a Force Majeure Event, the Tribe may terminate this Contract immediately, and the Parties shall be excused from performance under the Contract.

XVIII. NO WAIVER

The failure of either Party to this Contract to insist upon the performance of any of the terms and

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conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

XIX. DISCRIMINATION

19.1 Contractor shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, or sex. Vendor will take affirmative steps to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their handicap, race, age, religion, or sex.

19.1.1 *Indian Preference.* Notwithstanding the above, Contractor shall, for all work performed on or near the Cowlitz Indian Reservation pursuant to this Agreement, and consistent with Section 703(i) of the 1964 Civil Rights Act, give preference in employment (including any authorized subcontracts) to equally qualified Indians regardless of their handicap, age, religion or sex. To the extent feasible and consistent with the efficient performance of this Agreement, the Contractor shall provide employment and training opportunities to Indians that are not fully qualified to perform under this Agreement, regardless of their handicap, age, religion or sex. Further, the Contractor shall comply with any applicable Indian preference laws and requirements established by the Cowlitz Indian Tribe.

XX. GENERAL

20.1 **Severability**. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

20.2 **Headings**. Headings are provided for convenience and do not affect the meaning of the provisions to which they are affixed.

20.3 **Entire Agreement**. This Agreement incorporates all of the agreements, covenants, and understandings between the Parties, and supersedes all prior or contemporaneous oral or written agreements between the Parties. No agreement or understanding, verbal or otherwise, of the Parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in the Agreement. Subject to the provisions of this Article hereof, no supplement, amendment, alteration, modification, or waiver of this Contract shall be binding unless agreed to in writing by the Parties hereto or their designated representatives for such purposes. All Attachments and Contract Documents referred to in this Contract are incorporated herein and constitute a part of this Contract. The Parties agree that they have had the opportunity to review and negotiate the terms of this Contract and to obtain the assistance of counsel in reviewing and negotiating such terms prior to execution. Each party has participated in negotiating and drafting this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly,

as opposed to being construed against one party because it was responsible for drafting one or more provisions.

20.4 **Binding Effect**. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

20.5 **Assignment**. Neither party shall assign nor transfer this Contract or any rights hereunder without the prior written consent of the other.

20.6 **Amendments**. No change, amendment, modification, or addendum to this Agreement shall be valid unless it is in writing and executed by authorized representatives of both Parties.

20.8 **Survival.** Indemnification, Dispute Resolution, and Sovereign Immunity sections of this Agreement shall survive termination of this Agreement. Further, provisions that, by their nature, are reasonably expected by the Parties to be performed after the expiration or termination of this Agreement shall survive and be enforceable. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive the expiration or termination of this Agreement

20.9 **Jurisdiction and Choice of Law.** Contractor agrees to adhere to all Tribal laws, including emergency ordinances related to COVID-19. Further, the Contractor agrees and understands its responsibility to ensure that its employees and subcontractors adhere to all Tribal laws, including emergency ordinances related to COVID-19. The validity, interpretation, and performance of this Agreement, and any and all written instruments, agreements, specifications and other writings of whatever nature which relate to or are part of this Agreement, shall be governed by and construed in accordance with the laws of the Cowlitz Indian Tribe. This Agreement is deemed executed at the Cowlitz Indian Reservation in Ridgefield, Washington. Both Parties understand and agree that this Agreement establishes a consensual business relationship between the Parties for purposes of Cowlitz Tribal Court jurisdiction. Venue of any court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the Cowlitz Tribal Court(s). In the event of litigation to enforce the provisions of this Agreement, the prevailing Party shall be entitled to reasonable legal fees and expenses in addition to any other relief allowed.

20.10 **Sovereign Immunity**. Notwithstanding any other terms or provisions of this Contract, Contractor understands and agrees that Cowlitz Indian Tribe, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by Tribal, state, or federal law.

XXI. NOTICES

21.1 **Notice; Designated Legal Contacts.**All legal notice required by or issued pursuant to this Agreement must be provided in writing, and shall be delivered postage pre-paid via certified mail or a reputable overnight courier to the following Legal Contacts:

a. Legal notice to Contractor shall be at the address set forth on page one of this Agreement.

b. Legal notice to the Tribe shall be to the Cowlitz Tribal Council Chairperson at the address set forth on page one of this Agreement, with courtesy copies sent to the Tribe's designated Staff Contact listed above, and to Attn: Tribal Attorney Cowlitz Indian Tribe P.O. Box 996 Ridgefield, WA 98642.

c. Either Party may from time to time change its designated address for legal notice, or designated Legal Contact(s) for notice, by giving the other Party reasonable notice of such change in writing.

21.2 **Notices**. All other notices which may be required under this Contract are to be in writing and delivered (a) to the attention of the party at the address listed on the signature page; or (b) by email to the email address on the signature page; or (c) by fax to the fax number on the signature page, or (d) mailed by certified mail, postage prepaid, to the address listed on the signature page. All notices shall be deemed served upon delivery, successful transmission, or two (2) days following deposit of the notice in the U.S. mail as required herein.

XXII. SPECIAL PROVISIONS

In addition to the forgoing terms and conditions, the following requirements are agreed to and shall apply to this Agreement:

22.1 Domestic preferences for procurements.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

22.1.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

22.1.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONTRACTOR:

By:_____

Printed Name:_____

Title:_____

Date:_____

E-Mail:_____

Fax:_____

Address:_____

Contractor Registration No:_____

Contractor License(s) No: _____

COWLITZ INDIAN TRIBE:

By:_____

Printed Name:_____

Title:_____

Date:_____

E-Mail:_____

Fax:_____

Address:_

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EXHIBITS:

Exhibit A –Scope of Work
Exhibit B –Schedule and Values
Exhibit C –Change Order Form
Exhibit D – Supplemental Conditions

EXHIBIT A

SCOPE OF WORK

Contractor will furnish and install:

SAMPLE

EXHIBIT B

SCHEDULE AND VALUES

Line 1 : Lump Sum QTY (1): **$###,###.##**

Total Paid: $###,###.##

Completion Date: TBD

SAMPLE

EXHIBIT C

CHANGE ORDER FORM

SAMPLE

EXHIBIT D
SUPPLEMENTAL CONDITIONS

"Tax" or "Taxes": shall mean all fees, taxes (including sales taxes, use taxes, stamp taxes, value-added taxes, ad valorem taxes and property taxes (personal and real, tangible and intangible)), import levies, assessments, withholdings and other similar charges and impositions of any nature, plus all related interest, penalties, fines and additions to tax, now or hereafter imposed by any federal, state, county, municipal, local or foreign government or other taxing authority (including penalties or other amounts payable pursuant to subtitle B of Title I of ERISA). All taxes must be included in suppliers price.

WORDS AND PHRASES

Where the words "as shown," "as detailed," "as indicated," or other such words are used in the Contract, reference is to the drawings and specific instructions unless the context clearly indicates a different meaning. "Approved", "reasonable", "suitable", "acceptable", "proper", "satisfactory", or other such words, except as otherwise specified, shall mean satisfactory in the judgment of Purchaser only to the extent of judging the apparent compliance of the Work with the Contract. "As ordered", "as directed", "as required", "as permitted", "as allowed", or other such words shall mean the action of Purchaser is intended only to the extent of judging the apparent compliance of the Work with the Contract and to require appropriate action. The Parties explicitly recognize that Purchaser's judgments for apparent compliance of the Work with the Contract are administrative in nature and do not relieve Supplier of its obligations under the Contract or impose any such obligations on Purchaser. Wherever the Contract provides that Supplier shall perform certain Work "at its expense" or "without charge," or that certain Work "shall not be paid for separately," such quoted or similar words and phrases mean that Supplier shall not be entitled to any additional compensation from Purchaser for such Work, and the cost thereof, unless otherwise specified, shall be considered as included in the payment for other items of Work.

1.0 EFFECT OF SECTION HEADINGS

Section headings appearing in the Contract are inserted for convenience of reference only and shall in no way be construed to be interpretations of text.

2.0 SUPPLIER'S REPRESENTATIONS AND OBLIGATIONS

2.1 Supplier hereby represents that it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation and configuration of the ground, the character, quality and quantity of the materials to be encountered both above and below ground, environmental conditions including weather, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions including labor relations and all other matters, including, but not limited to Applicable Laws which may in any way affect the performance of the Work under the Contract. Supplier shall have no claim for additional compensation or additional time based on a lack of knowledge of such conditions.

2.2 Records of conditions above and below ground, water records or other observations which may have been made by or for Purchaser shall be made available to Supplier for its information, upon request, but there is no express or implied guarantee as to the accuracy of such records or any interpretation of them. Supplier acknowledges this disclaimer and that it has formed its own opinion concerning all of these conditions from an inspection of the Jobsite and has made its own interpretation of such records.

2.3 Supplier shall secure from Purchaser all information necessary for the performance of the Work prior to commencing such Work.

2.4 Supplier shall carefully study and review the Contract and related documents and, prior to commencing any portion of the Work, shall carefully review applicable drawings and specifications and shall immediately provide to the Contract Coordinator Notice of any conflict with Applicable Laws or of any errors, inconsistencies or omissions it may discover. Provided that Supplier has furnished Purchaser timely Notice, Supplier shall not be liable to Purchaser for any damage resulting from any such reported errors, inconsistencies or omissions in the drawings or specifications. Supplier shall perform work on any portion of the Work only upon receipt of approved drawings, specifications or instructions from the Contract Coordinator.

2.5 Purchaser assumes no responsibility for any understandings or agreements made by any of its representatives during or prior to execution of the Contract unless such understandings or agreements are expressly stated in the Contract.

2.6 All loss or damage to Supplier arising out of the Work or from the action of the elements, or from any unforeseen circumstance in the prosecution of the Work, including inefficiencies or claims of inefficiencies, shall be sustained and borne by Supplier at its own cost and expense.

2.7 Supplier represents and warrants that it is fully experienced in projects of the nature, scope and magnitude of the Work, and properly qualified, registered, licensed, equipped, organized and financed to perform the Work.

2.8 Supplier shall schedule and implement the performance of the Work as necessary to support the project schedule.

2.9 Personnel shall have the qualifications, prior experience and specialty skills necessary to perform the Work. Supplier shall ensure in all cases that Supplier (and Subcontractor) Personnel have received all training relevant to Work to be performed as required by Applicable Law or Applicable Permits. Purchaser may require Supplier at no increased cost to Purchaser to remove from the Project its Personnel or Subcontractors who fail to obey Applicable Laws or Applicable Permits. Supplier shall at all times enforce strict discipline and good order among Personnel engaged in the performance of the Work. Supplier, upon Purchaser request, shall maintain and be able to provide documentation reflecting the qualifications and specialty skills of such Personnel. Notwithstanding the obligations of Supplier under Section 4.12, Supplier shall provide commercially reasonable staffing levels at all times as required to perform the Work, which shall include 24/7 manpower coverage to minimize total outage duration.

2.10 Personnel shall comply with all CIT rules, specifically CIT Site Specific Requirements for Suppliers, and all regulations, policies, and procedures and Applicable Law.

3.0 DRAWINGS AND SPECIFICATIONS

3.1 Drawings, specifications and copies thereof furnished by Purchaser are the property of Purchaser and shall not be used by Supplier on other jobs and shall be returned upon the termination of Purchaser the Contract or at such earlier time as may be requested by Purchaser.

3.2 Engineering drawings and specifications issued for construction shall be provided by Purchaser and shall be adhered to by Supplier in performance of the Work [and any additional information concerning the Work may be provided by or through the Contract Coordinator]. Any such additional information shall not be interpreted as requiring or allowing Supplier to deviate from approved drawings and specifications.

3.3 Any review of Work in process or any visit or observation during construction or any clarification of drawings and specifications by the Contract Coordinator, whether through personal observation on the Jobsite or by means of approval of shop drawings for temporary construction or [construction processes], or by other means or method, is agreed by Supplier to be for the purpose of observing the extent and nature of Work completed or being performed, as measured against drawings and specifications constituting the Contract, or for the purpose of enabling Supplier to more fully understand drawings and specifications so that the completed Work will conform thereto, and shall in no way relieve Supplier from full and

complete responsibility for proper performance of Work including but not limited to the propriety of means and methods of Supplier in performing the Contract and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by Supplier from drawings and specifications that may have been in evidence during any such visitation or observation by the Contract Coordinator, whether called to Supplier's attention or not, shall in no way relieve Supplier from its responsibility to complete all Work in accordance with said drawings and specifications.

3.4 If in the performance of the Work Supplier determines, observes, or questions any part of the Work despite compliance with the applicable drawings, design or specifications, which may render the Work to be deficient, unsafe or in noncompliance with codes or standard industry practice, Supplier shall notify the Contract Coordinator immediately for disposition.

3.5 If applicable, Supplier shall be furnished with at least one hard copy of specification text and drawings smaller than 11" x 17" and one reproducible copy of larger drawings that comprise Project plans associated with the Work. Supplier shall at all times keep at least one copy of such plans accessible on the Jobsite, with all approved revisions entered in said copy and noted thereon.

Upon completion of the applicable portion of the Work, Supplier shall furnish Purchaser with a complete set of drawings and specifications with all revisions and modifications shown as they are incorporated into the Work.

4.0 LINES AND GRADES

4.1 Unless otherwise specified in the Contract and if applicable, the contract Coordinator shall provide Supplier with sufficient control lines and grades. All transition of such control lines to the point of execution of the Work shall be the responsibility of Supplier and shall be subject to verification of the Contract Coordinator at any time.

4.2 Supplier shall carefully preserve all control lines provided by the Contract Coordinator and, in case of their destruction or removal by Supplier or its Personnel or Subcontractors, Supplier shall immediately inform the Contract Coordinator and re-establish the control lines at Supplier's expense.

5.0 CONTRACT INTERPRETATION

5.1 All claims of Supplier, all questions concerning interpretation or clarification of the Contract or the acceptable fulfillment of the Contract on the part of Supplier and all questions as to compensation and to extension of time shall be submitted in writing to the Contract Coordinator for determination within a reasonable time. Supplier shall proceed with the Work at the direction of and in accordance with the determinations, instructions and clarifications of such representative. Supplier shall be responsible for requesting instructions or interpretations in accordance with this Article 5.0 and shall be solely liable for any cost and expenses arising from its failure to do so.

5.2 In case of conflict between or among documents related to the Contract, the following order of precedence shall apply unless otherwise specified:

(a) First, Amendments to this Contract,
(b) Second, these Supplemental Conditions
(c) Third, the Appendices, Exhibits, Attachments and reference documents herein,
(d) Fourth, Revisions to Releases/Purchase Orders (accepted and agreed upon in writing by Purchaser and Supplier) and
(e) Last, other documents incorporated into the Purchase Order.

5.3 Releases shall not in any way change, amend, supersede, or supplement the terms and conditions of the Contract except as provided in these Supplemental Conditions.

5.4 In case of conflict among Change Orders, the Change Order with the most recent date shall take precedence. In case of conflict among Releases, the Release with the most recent date shall take precedence.

5.5 Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.

6.0 SUPPLIER'S PERFORMANCE

6.1 Supplier shall provide, pay for and use in the performance of the Work, all labor, materials, goods, consumables, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services, except those provided by Purchaser, for proper and timely execution and completion of the Work as provided for in the Contract.

6.2 No later than the fifth day of each month, Supplier shall report to the respective Site Industrial Safety Manager the total person-hours performed by the Supplier and its Subcontractors at the plant site during the previous month.

7.0 CONSTRUCTION EQUIPMENT

Purchaser, at its option, may furnish to Supplier any items of construction equipment with individual purchase value of Five Hundred Dollars ($500) or more required by Supplier to perform the Work in accordance with the Contract. In such case the Contract Price shall be reduced accordingly.

8.0 SUPERVISION OF THE WORK

8.1 Supplier shall provide a competent Superintendent and adequate supervision on the Jobsite at all times during performance of the Work to ensure that the Work is being performed in accordance with the Contract. Purchaser shall have the right to review the experience, qualification and certification record of Supplier's key Personnel prior to their assignment to the Work.

8.2 Superintendent shall represent Supplier and shall be a duly authorized agent of Supplier. Superintendent shall not be removed from the Work without prior Notice to Purchaser.

8.3 Supplier, Superintendent and Supplier's supervisors shall cooperate at all times with Purchaser, Purchaser Contract Coordinator and other contractors and Subcontractors in all matters, including labor relations.

8.4 In the event of any reassignment or change in key Personnel such as the Superintendent or supervisors, Supplier shall provide and overlap of key Personnel for a period of time sufficient to ensure that no adverse impact to the Work occurs. All costs of such overlap shall be borne by Supplier and shall not be reimbursable under the Contract.

9.0 COOPERATION WITH OTHERS

Supplier shall cooperate with Purchaser in scheduling the order of performance of the Work, and shall pursue the Work in such a manner to eliminate interference with other work being performed at the Jobsite.

10.0 CHARACTER OF WORKERS

10.1 Supplier shall at all times enforce strict discipline and good order among Personnel engaged in the performance of the Work and shall ensure that all Personnel are skilled in, qualified for and otherwise fit for the performance of the portion of the Work assigned to such Personnel. Supplier shall

SAMPLE

immediately remove from the Work Supplier's or Subcontractor's Personnel who Supplier determines are unfit, or who create disciplinary, security or safety problems.

10.2 Purchaser reserves the right to request Supplier to remove immediately from the Jobsite any Personnel of Supplier, any Subcontractor, or any Subcontractor Personnel, who, in the sole opinion of Purchaser, (i) poses any threat to the security, health or safety of Purchaser, its property, its customers, or the public, (ii) whose conduct adversely affects the Work or reflects unfavorably upon Purchaser or (iii) who have been terminated for cause by Purchaser or its affiliates.

11.0 STANDARDS AND CODES

11.1 All correspondence, invoicing, reports, drawings and other communications, both oral and written, related to the Contract shall be in the English language. All drawings, specifications and other technical submittals shall be provided in a format consistent with the technical standards for presentation of such material then in effect by the prevalent United States of America organization responsible for the promulgation of such standards, including, but not limited to, American National Standards Institute, American Society of Mechanical Engineers, National Electric Code, and National Electrical Manufacturer's Association. All measurements shall use the English system. All monies due shall be invoiced and payable in U.S. Dollars.

11.2 Whenever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of the Purchase Order (if the scope of Work is initially specified in the Purchase Order) or Release (if the scope of Work is initially specified by a Release) shall apply unless otherwise expressly set forth in the Contract.

11.3 In case of conflict between any referenced codes, specifications, and standards and the contract specifications, the more stringent shall govern

12.0 LABOR RELATIONS

12.1 Supplier shall establish and administer a labor relations program covering the Work. Such program shall be in compliance with Purchaser requirements and guidelines established for the Project. Purchaser's interface for construction labor relations matters shall be its designated contact for labor relations and Supplier shall provide reports regarding such matters as Purchaser may require.

12.2 In the event that Supplier experiences labor relations difficulties that may affect the progress of the Work or the work of Purchaser or other contractors, it shall immediately notify the Contract. Coordinator. If such difficulties result in a strike, lockout or other labor problems which disrupt the progress of the Work or the work of Purchaser or other contractors, Purchaser may take any or all of the following actions:

12.2.1 Replace Supplier upon twenty-four (24) hour Notice with another supplier at no cost whatsoever to Purchaser and require Supplier to reimburse Purchaser for any additional expenses incurred in exercising this right.

12.2.2 Require Supplier to reimburse Purchaser for any damages suffered by reason of the labor problems.

12.2.3 If such labor problems continue beyond forty-eight (48) hours, by Notice require Supplier to take whatever steps are necessary to perform the Work.

12.3 Failure of Purchaser to exercise any of its rights under this Article 19.0 shall not constitute a waiver of those rights with respect to future labor problems. Supplier's ability to obtain labor to perform its own Work shall not constitute a defense if Supplier's labor problems are disrupting the work of other contractors or Purchaser.

13.0 SUPPLIER'S WORK AREA

All of Supplier's work areas on the Jobsite shall be assigned by Purchaser. Supplier shall confine its office, shops, storage, assembly, equipment and vehicle parking to the areas so assigned. Should Supplier find it necessary or advantageous to use any additional land outside the Jobsite for any purpose whatever, Supplier shall, at its expense, provide and make its own arrangements for the use of such additional land and all facilities and services used thereon.

14.0 SUPPLIER'S BUILDINGS

The buildings, trailers or structures at the Jobsite provided by Supplier for its operations and Personnel shall be permitted only when and at such places as designated by the Contract Coordinator. Supplier's buildings shall be prominently marked with its name and logo. Lighting, safety, housekeeping and sanitary conditions in or about such structures shall at all times be maintained by Supplier in a manner satisfactory to the Contract Coordinator.

15.0 SUPPLIER'S PLANT, EQUIPMENT AND FACILITIES

15.1 Supplier shall not damage, close, or obstruct any utility installation, highway, road or other property until permits therefor have been obtained and the affected parties have been properly notified. If facilities are closed, obstructed, damaged or rendered unsafe by Supplier's operations, Supplier shall, at its expense, make such repairs and provide such temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Purchaser.

15.2 Unless otherwise specifically provided in the Contract, Supplier shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone or electric transmission line, telecommunication or computer cable, communication system, ditch or other structure, nor enter upon lands in their natural state until approved by Purchaser. Before beginning such Work, Supplier shall give Notice to Purchaser of its intention to start such Work. Supplier shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such facility, ditch or structure being on or adjacent to the Jobsite. All costs in connection with any repairs or restoration needed by reason of any such disruption or interference shall be borne by Supplier.

15.3 Supplier shall preserve, protect and prevent loss or damage to all cultivated and planted areas, vegetation walks, pavements, roadways, structures and utilities on or adjacent to the Jobsite, except as expressly provided in the Contract or approved by the Contract Coordinator. Supplier shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation damage arising from the performance of the Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Supplier.

16.0 PROTECTION OF PROPERTY

16.1 Supplier shall not damage, close, or obstruct any utility installation, highway, road or other property until permits therefor have been obtained and the affected parties have been properly notified. If facilities are closed, obstructed, damaged or rendered unsafe by Supplier's operations, Supplier shall, at its expense, make such repairs and provide such temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Purchaser.

16.2 Unless otherwise specifically provided in the Contract, Supplier shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone or electric transmission line, telecommunication or computer cable, communication system, ditch or other structure, nor enter upon lands in their natural state until approved by Purchaser. Before beginning such Work, Supplier shall give Notice to Purchaser of its intention to

start such Work. Supplier shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such facility, ditch or structure being on or adjacent to the Jobsite. All costs in connection with any repairs or restoration needed by reason of any such disruption or interference shall be borne by Supplier.

16.3 Supplier shall preserve, protect and prevent loss or damage to all cultivated and planted areas, vegetation walks, pavements, roadways, structures and utilities on or adjacent to the Jobsite, except as expressly provided in the Contract or approved by the Contract Coordinator. Supplier shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation damage arising from the performance of the Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Supplier.

17.0 SANITATION

17.1 Except as otherwise provided in the Contract, necessary sanitary conveniences for use by Supplier's employees and Subcontractors at the Jobsite shall be furnished and maintained by Supplier in such manner and at such locations as shall be approved by the Contract Coordinator.

18.0 HEALTH AND SAFETY

18.1 Supplier shall be solely responsible for the safety and health of its Personnel and Subcontractors engaged in the execution of the Work as well as for the protection of the improvements being erected and property of itself, its Personnel and Subcontractors. Superintendent shall be responsible for the prevention of accidents and administration of Supplier's safety programs and shall report all injuries to Purchaser immediately.

18.2 Supplier shall take all precautions for the safety and health of, and shall provide all protection necessary to prevent damage, injury or loss to:

18.2.1 All persons engaged in or performing the Work and all other persons who may be affected thereby; and

18.2.2 All Work and all materials and equipment to be incorporated therein, whether in storage on or off the Jobsite, under the care, custody or control of Supplier or Subcontractor

18.3 In performing any part of the Work at the Jobsite, including Care pursuant to Article 63.0, WARRANTY, Supplier shall comply with all Applicable Laws pertaining to the health and safety of persons or property and protect them from damage, injury or loss. Supplier shall also comply with all Jobsite work rules and regulations, copies of which shall be provided to Supplier upon request.

25.3.1.1 Supplier shall not permit or suffer the introduction or use of intoxicating liquor, firearms, or drugs upon the Work, including Cure, or upon any of the grounds occupied or controlled by Supplier.

25.3.1.2 All Supplier and Subcontractor employees shall be subject to "post accident" and/or "reasonable suspicion" controlled substances and alcohol testing while at the Jobsite. "Reasonable suspicion" shall be determined in the sole discretion of Purchaser. No Supplier or Subcontractor employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

25.3.2 Dust, smoke, and other air contaminants from any source whatsoever shall not be discharged into the atmosphere in violation of Applicable Laws. Supplier shall use reasonable effort to minimize dust conditions in all areas within the Jobsite of Supplier's operations.

26 CLEANING UP

Supplier shall, at all times, keep its work areas in a neat, clean, and safe condition. Supplier shall be responsible for continuous clean up and removal of its trash, debris, waste materials and scrap and disposal of same off the Jobsite. Upon completion of any portion of the Work, Supplier shall immediately remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work and before final payment is made, Supplier shall, at its expense, satisfactorily dispose of all temporary structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work, including return to Purchaser's warehouse or designated lay down area(s) at Purchaser's option of any salvageable materials for which Purchaser has reimbursed Supplier or that has been supplied by Purchaser for incorporation into the Work but not used; and Supplier shall leave the premises in a neat, clean and safe condition acceptable to the Contract Coordinator. In the event of Supplier's failure to comply with the foregoing, the same may be accomplished by Purchaser at Supplier's expense.

19.0 APPROVAL OF SUBCONTRACTORS

19.1 Nothing contained in the Contract shall create any contractual relationship between Purchaser and any Subcontractor.

19.2 Prior to commencing Work, Supplier shall submit a list of the potential Subcontractors proposed for all portions of the Work. Purchaser shall notify Supplier of any objection or non-acceptance of any potential Subcontractor at any time. Supplier shall then replace such Subcontractor with an acceptable Subcontractor.

19.3 Supplier shall not contract with any Subcontractor disallowed by Purchaser. Supplier shall not be required to contract with any Subcontractor against whom Supplier has reasonable objection.

19.4 Supplier shall not make any substitution for any Subcontractor who has been accepted by Purchaser unless the substitution is accepted in writing by Purchaser.

20.0 SUBCONTRACTUAL RELATIONS

All Work performed for Supplier by Subcontractor shall be pursuant to an appropriate agreement between Supplier and Subcontractor which agreement shall:

20.1 Preserve and protect the rights of Purchaser under this Contract with respect to the Work to be performed under the subcontract so that the subcontracting hereof will not prejudice such rights; and

20.2 Obligate each Subcontractor specifically to consent to the applicable provisions of this Contract.

21.0 TIME, ORDER OF COMPLETION AND DELAYS

21.1 Prior to performing the Work, Supplier shall submit schedule(s) to the Contract Coordinator that show the order in which Supplier will start the several parts of the Work and the dates of completion of the several parts to conform to Purchaser's Project requirements. The schedule(s), as approved by the Contract Coordinator, shall become a part of the Contract. Supplier shall not revise such approved schedule(s) without the written approval of the Contract Coordinator. Supplier shall notify the Contract Coordinator within twenty-four (24) hours of its determination that there will be a delay in completion of the Work in accordance with the approved schedule(s); however, in the event of an outage, Supplier shall give notice within two (2) hours. Supplier shall also, within a reasonable time not to exceed seventy-two (72) hours after the time it gives notification of its belief that its performance may be delayed, give Purchaser a written recovery plan which Purchaser may accept or reject in its sole discretion.

21.2 Time of delivery or performance of the Contract is of the essence. Supplier shall conform to all requirements for time of completion and scheduling of the Work as prescribed in the Contract.

21.3 If progress of the Work is such that Purchaser has reasonable grounds for insecurity that the Work will not be completed in accordance with the schedule(s), Supplier shall, as approved by Purchaser, utilize overtime or other means as required to overcome the effects of lack of progress at Supplier's expense.

22.0 INSPECTION

22.1 All Work shall be properly inspected, and tested if appropriate, by Supplier and shall at all times be subject to additional inspection by Purchaser and its designee(s), including, but not limited to, Work performed at the Jobsite. Purchaser, Purchaser's designee(s) and government agencies shall be afforded full and free access to the shops, factories or places of business of Supplier and Subcontractors for such inspection and to determine the status of the Work. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Supplier for such Work shall prejudice the rights of Purchaser thereafter to correct or reject the same.

22.2 Supplier shall keep complete and accurate records of Supplier's inspection and testing of all materials and equipment received, stored, and issued for use in the Work.

23.0 PERMITS AND GOVERNMENTAL APPROVALS

23.1 Supplier shall secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the Work unless otherwise specified in the Contract.

23.2 Supplier shall obtain and maintain those consents, permits, licenses and other authorizations that are required to conduct its business at no cost to Purchaser.

23.3 Supplier shall support and cooperate with, and shall not oppose the efforts of, Purchaser to obtain all approvals from Governmental Authorities necessary for Purchaser to implement the Project and to obtain the equipment and services contemplated in this Contract, and Supplier shall not participate as an adverse party to Purchaser in any proceeding before any Governmental Authority relating to the Project, or Supplier's scope of Work under this Contract.

24.0 TAXES

24.1 Supplier is responsible for and shall pay all taxes due under the Contract, if any, including all present or future import duty, federal, state, county, municipal or other excise or similar taxes levied with respect to the Work, excepting all current sales and use taxes which shall be paid in accordance with the instructions contained in the Purchase Document. Supplier expressly agrees that Purchaser shall incur no liability or expense under the Contract due to change in tax or duty requirements, excluding sales and use tax. Any increase in taxes or duties, excluding sales and use tax, shall be at the expense of Supplier and not Purchaser.

24.2 In no event shall Purchaser be required to pay any tax levied on or determined by Supplier's income, taxes expressly imposed to be paid solely by Supplier or licenses and permits required for Supplier to conduct business.

24.3 Purchaser shall not be obligated to pay, and shall be immediately reimbursed by Supplier if Purchaser does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Supplier to comply with the Contract, Applicable Laws or governmental regulations, and Supplier shall indemnify and save Purchaser harmless from the payment of any and all such taxes, penalties and interest.

25.0 COMPLIANCE WITH LAWS, RULES AND REGULATIONS

25.1 The Contract shall be construed in accordance with and governed by the laws of the state in which the Jobsite is located without giving effect to its conflict of laws provisions.

25.2 Supplier shall perform all Work in accordance with all Applicable Laws, Applicable Permits, and applicable codes, rules, regulations, orders and standards of federal, state, regional, local and municipal governmental agencies and all standards, rules, regulations, ordinances and orders issued by such agencies.

25.3 Supplier shall provide all inspections required by law and shall pay all fees and charges in connection therewith, unless otherwise provided in the Contract.

26.0 MAINTENANCE OF TRAFFIC (MOT)

26.1 Supplier is responsible for all maintenance of traffic associated with project, unless otherwise specified elsewhere in this contract.

27.0 DUST CONTROL

27.1 Supplier is responsible for maintaining and controlling all of dust created by project work site. Supplier will utilize the industries best management practices to keep dust under control. If dust becomes an issue, contractor must stop all work until dust has met the State, local and Tribal dust control requirements.

28.0 REPORTING

28.1 Contractor is required to submit a work schedule for the prior week no later than 5 days before starting work. The schedule should at minimum detail work to be performed, man-power, and hours of work per day.

28.2 A weekly project meeting will be required. Date and Times will be approved by owner. At minimum meeting shall include discussion on schedules, change orders, performance, quality, safety etc.

28.3 Preferred scheduling software Microsoft Project

29.0 WORKING HOUR RULES

29.1 Contractor is not allowed to work holidays without prior Tribal Representation approvals.

29.2 Normal Working hours will be Monday through Friday 8:00 am to 5:00 pm. Unless prior approvals from Tribal Representative.

29.3 No work shall be performed on Federal Government and or Tribal recognized Holidays.

30.0 DAVIS BACON/PREVAILING WAGE RULES

30.1 Prevailing wage rules must be strictly adhered to. It is the supplier's responsibility to report certified payroll on a timely basis and per Davis Bacon//Prevailing Wage Rules.

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31.0 COMMUNICATION

31.1 Communication shall be by means of telephone, email Prevailing wage rules must be strictly adhered to. It is the supplier's responsibility to report certified payroll on a timely basis and per Davis Bacon//Prevailing Wage Rules.

31.2 All costs associated with communications such as; phones, computers, copier/printer/fax, certified mail but not limited to will be the responsibility of the contractor/vendor, unless otherwise specified in preceding contract documents.

32.0 QUALITY CONTROL

32.1 Right of Entry

All work and material under this contract shall be subject to inspection and test by Cowlitz Indian Tribe (CIT) or its customer(s) at any point during the manufacturing or processing sequence(s).

If any inspection or test is performed by CIT or its customer(s) at the supplier and/or sub-tier, the supplier shall provide the necessary facilities, equipment and assistance for the safety and convenience of CIT or its customer(s) inspectors/auditors in the performance of their duties.

Quality Assurance Clauses **Quality assurance clauses one through ten shown below are standard purchase order clauses and are in addition to the standard terms and conditions of this purchase order.**

32.2 CERTIFICATION: Supplier / Vendor shall provide a "Certificate of Conformance" that material and / or articles meet all provisions of the CIT Purchase Order including the latest specification revisions and applicable change orders or deviations. Certifications must accompany each delivery against the purchase order and must contain at a minimum the following:

Purchase Order Number

Certification Number

Part Number & Part Revision

A statement that the materials/processes conform to the applicable specifications

Note: Records and all associated documentation must be maintained on file and available for review by CIT and its Customers. Record retention period for Critical Items shall be 30 years. Retention period for all other programs shall be 10 years.

33.3 INSPECTION SYSTEM: Unless otherwise specified on the Purchase Order, the Supplier/Vendor shall have an adequate inspection system for maintaining control of materials/products fabricated/manufactured in your facility. Calibration procedures must meet, as a minimum, the requirements of ANSI/NCSL Z540-1 & ISO 10012-1 or MIL-STD-45662. Vendor/Supplier shall have an established Quality program or inspection system whose procedures are in accordance with a AS9100 Compliant System. Supplier's / Vendor's inspection system may be periodically audited by CIT and/or by its customers.

33.4 Articles or Materials shall be manufactured or produced in accordance with applicable blueprint and/or specifications. Deviations may be made only by written amendment to the Purchase Order when authorized by CIT's Project Management Team.

33.5 APPROVED FACILITIES: It is the Vendor's responsibility to utilized only approved facilities for processing used in work relating to this order.

33.6 PRESERVATION AND PACKAGING REQUIREMENT: Unless otherwise specified, the Supplier/Vendor shall maintain controls to assure compliance of preservation, packaging and shipping requirements of this order. The use of commercial practices does not relieve the Supplier/Vendor from the responsibility of packaging in a manner that will insure receipt at CIT in an acceptable condition.

33.7 CIT FURNISHED RAW MATERIAL: Unless otherwise specified, material furnished to Suppliers/Vendors shall be used in the manufacture of articles specified in this order. Materials scrapped in excess of allowable tolerances shall be replaced by FMI at Vendor's expense plus any special charges. Unless otherwise specified, all materials furnished shall not be under shipped. Rejected materials shall be identified and segregated from acceptable materials. Rejected materials shall be returned to FMI. A formal rejection report along with root cause analysis shall accompany any rejected material.

33.8 CIT FURNISHED TOOLING/EQUIPMENT: Unless otherwise specified, all tooling and equipment furnished for this order shall be maintained in good condition and used for the manufacture of articles for CIT. Tooling/equipment shall be available for examination by CIT personnel and/or returned to CIT upon request or termination of order.

33.9 REJECTED HARDWARE: In the event that hardware is rejected either at CIT or at the vendor's facility, Notify CIT of nonconforming processes, products, or services and obtain approval for their disposition.

33.10 COUNTERFEIT PART PROTECTION: Unless otherwise specified on the Purchase Order, the Supplier/Vendor shall have Counterfeit Parts Protection plan "CPP"

33.11 DISCLOSURES / NOTIFICATIONS: In the event that delivered hardware is found to be nonconforming, Supplier/Vendor shall notify CIT in writing on company letterhead and include a clear description of the discrepancy, identification of all suspect parts, CIT PO number, serial numbers (if applicable) and any information relating to the Root Cause / Corrective Action steps initiated to address the defective condition, and preventive measures taken to preclude recurrence of the process failure.

33.12 QUALITY MANAGEMENT SYSTEMS: Supplier shall implement and maintain a quality management system in accordance with the respective standard. Mandatory customer certification requirements will be flowed down through the PO or contract if/as necessary.

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33.13 SUPPLIER SUB-TIER REQUIREMENTS: The Supplier shall flow and make available the requirements of the Buyers Purchase order and this document to their Sub-tier suppliers. It is Supplier's responsibility to ensure and validate compliance by Supplier's Sub-tier sources for all applicable requirements and to maintain documented evidence confirming said compliance.

33.14 CONTINUOUS IMPROVEMENT AND TRAINING – Supplier shall demonstrate a continuous improvement program that targets initiatives to improve safety, product quality, delivery and lower costs. The Supplier shall ensure personnel performing work affecting conformity to product requirements are competent on the basis of appropriate education, training, skills and experience. All records pertaining to product realization shall be kept for a minimum of 10 years, all other CI & Training records for a minimum of 3 years.

Suppliers shall ensure that their employees are aware of:

Their contribution to product or service conformity

Their contribution to product safety

The importance of ethical behavior

The following quality assurance clauses (numbers fourteen through twenty) are in addition to the standard quality assurance clauses when specified on an CIT purchase order.

33.15 Supplier/Vendor to furnish date of manufacture and shelf life on the material certification of materials requiring age control.

33.16 CIT INSPECTION: CIT inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the CIT Representative who normally services your plant so that appropriate planning for CIT inspection can be accomplished. Upon receipt of an order, promptly furnish a copy to the CIT Representative. In the event the representative or office cannot be located, our purchasing agent should be notified immediately.

33.17 SOURCE INSPECTION REQUIRED: Vendor shall request CIT Source Inspection for product verification prior to shipment from its facility. Acceptance of units shall not relieve the vendor of the responsibility of manufacturing units as defined in an CIT purchase order. All requests shall be made by calling CIT office, providing Purchase Order number, part number and revision, part name and quantity to be inspected. Advance notice of 48 hours needs to be given for scheduling purposes.

33.18 VENDOR/SUPPLIER FIRST ARTICLE: Vendor shall perform first article inspection on first unit produced during production of this order. First Article Inspection report to accompany first shipment of units and comply with the requirements.

33.19 CIT FIRST ARTICLE INSPECTION VERIFICATION AT SOURCE: Vendor shall request CIT Source Inspection as per item #10. Vendor shall provide inspection tools, test equipment, fixtures and personnel as requested to verify the units' compliance to the purchase order requirements. Final acceptance of unit produced is dependent upon a satisfactory first article inspection. First article inspection shall be performed on the first unit produced using production tools as applicable by the CIT Public Works Department. Vendor first article inspection report to accompany shipment. NOTE: First Article acceptance shall not relieve the vendor of the responsibility for manufacturing acceptable production part/materials as defined by this Purchase Order.

33.20 FIRST ARTICLE INSPECTION DESTINATION: Final acceptance of units produced is dependant upon a satisfactory first article inspection of the "as received" unit(s) produced using production tools as applicable by the CIT Public Works Department. Note: First article acceptance shall not relieve the vendor of the responsibility for manufacturing acceptable production parts/materials as defined by this Purchase Order.

33.21 STATISTICAL PROCESS CONTROL SYSTEM: If specified on an CIT Purchase Order, the supplier/vendor shall have an adequate statistical process control (SPC) system for maintaining acceptable Cp and Cpk levels of its' products. Supplier's/Vendor's SPC system may be periodically audited by CIT Personnel and/or by its' customers. The supplier/vendor shall provide statistical process control (SPC) charts/data on specific key characteristics on the product provided to CIT.

33.0 OFFICE SPACE

33.1 Office space costs whether permanent and or temporary which includes, rental/purchase of office space, electricity, sewer, water, permits, but not limited, contractor/vendor is liable for costs for these items, unless otherwise specified in preceding contract documents.

34.0 ENVIRONMENTAL COMPLIANCE

34.1 The Contractor/Vendor and each of its Subsidiaries have obtained all material approvals, authorization, certificates, consents, licenses, orders and permits or other similar authorizations of all governmental authorities, or from any other person, that are required under any Environmental Laws. Except as set forth elsewhere, the Contract Documents describe all material permits, licenses and other authorizations issued under any Environmental Laws to the Company or its Subsidiaries. "Environmental Laws" shall mean all applicable laws relating to the protection of the environment including, without limitation, all requirements pertaining to reporting, licensing, permitting, controlling, investigating or remediating emissions, discharges, releases or threatened releases of hazardous substances, chemical substances, pollutants, contaminants or toxic substances, materials or wastes, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous substances, chemical substances, pollutants, contaminants or toxic substances, material or wastes, whether solid, liquid or gaseous in nature. The Company has all necessary governmental approvals required under all Environmental Laws and used in its business or in the business of any of its Subsidiaries. The Company and each of its Subsidiaries are also in compliance with all other limitations, restrictions, conditions, standards, requirements, schedules and timetables required or imposed under all Environmental Laws. Except for such instances as would not individually or in the aggregate have a Material Adverse Effect, there are no past or present events, conditions, circumstances, incidents, actions or omissions relating to or in any way affecting the Company or its Subsidiaries that violate or may violate any Environmental Law after the Closing Date or that may give rise to any environmental liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation (i) under any Environmental Law, or (ii) based on or

SAMPLE

related to the manufacture, processing, distribution, use, treatment, storage (including without limitation underground storage tanks), disposal, transport or handling, or the emission, discharge, release or threatened release of any hazardous substance.

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ATTACHMENT C

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn under oath, do hereby attest and affirm as follows:

1. That I am a duly authorized officer or agent of _____, the bidder submitting the competitive bid attached to this Affidavit, for the purpose of certifying the facts pertaining to the existence of collusion among the bidders or between this bidder and any officer, agent or employee of Cowlitz Indian Tribe (Tribe, CIT), as well as facts pertaining to the giving or offering things of value to officers, agents or employees of CIT or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive bid.

2. That I am fully aware of the facts and circumstances surrounding the making of the competitive bid and has been personally and directly involved in the proceedings leading to the submission of such competitive bid.

3. That the competitive bid submitted is genuine and is not the product of any collusion and is not a sham bid, and that all statements in the competitive bid are true.

4. That neither the bidder named above nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders to agree to bid at a fixed price or to refrain from bidding, or as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;

   b. to any collusion with any CIT or Tribal officer, agent or employee as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;

   c. to any discussions between bidders or between this bidder and any officer, agent or employee of CIT or the Tribe pertaining to the giving or offering things of value to officers, agents or employees of CIT or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive bid.

So sworn this ___ day of _____, 20___.

_____
Signature of Affiant

Certification

County of _____)
)ss
State of _____)

I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ____ day of _____, 20___, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

_____
Notary Public for _____
My Commission Expires:

Supplemental Conditions

"Tax" or "Taxes": shall mean all fees, taxes (including sales taxes, use taxes, stamp taxes, value-added taxes, ad valorem taxes and property taxes (personal and real, tangible and intangible)), import levies, assessments, withholdings and other similar charges and impositions of any nature, plus all related interest, penalties, fines and additions to tax, now or hereafter imposed by any federal, state, county, municipal, local or foreign government or other taxing authority (including penalties or other amounts payable pursuant to subtitle B of Title I of ERISA). All taxes must be included in suppliers price.

WORDS AND PHRASES

Where the words "as shown," "as detailed," "as indicated," or other such words are used in the Contract, reference is to the drawings and specific instructions unless the context clearly indicates a different meaning. "Approved", "reasonable", "suitable", "acceptable", "proper", "satisfactory", or other such words, except as otherwise specified, shall mean satisfactory in the judgment of Purchaser only to the extent of judging the apparent compliance of the Work with the Contract. "As ordered", "as directed", "as required", "as permitted", "as allowed", or other such words shall mean the action of Purchaser is intended only to the extent of judging the apparent compliance of the Work with the Contract and to require appropriate action. The Parties explicitly recognize that Purchaser's judgments for apparent compliance of the Work with the Contract are administrative in nature and do not relieve Supplier of its obligations under the Contract or impose any such obligations on Purchaser. Wherever the Contract provides that Supplier shall perform certain Work "at its expense" or "without charge," or that certain Work "shall not be paid for separately," such quoted or similar words and phrases mean that Supplier shall not be entitled to any additional compensation from Purchaser for such Work, and the cost thereof, unless otherwise specified, shall be considered as included in the payment for other items of Work.

1.0 EFFECT OF SECTION HEADINGS

Section headings appearing in the Contract are inserted for convenience of reference only and shall in no way be construed to be interpretations of text.

2.0 SUPPLIER'S REPRESENTATIONS AND OBLIGATIONS

2.1 Supplier hereby represents that it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation and configuration of the ground, the character, quality and quantity of the materials to be encountered both above and below ground, environmental conditions including weather, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions including labor relations and all other matters, including, but not limited to Applicable Laws which may in any way affect the performance of the Work under the Contract. Supplier shall have no claim for additional compensation or additional time based on a lack of knowledge of such conditions.

2.2 Records of conditions above and below ground, water records or other observations which may have been made by or for Purchaser shall be made available to Supplier for its information, upon request, but there is no express or implied guarantee as to the accuracy of such records or any interpretation of them. Supplier acknowledges this disclaimer and that it has formed its own opinion concerning all of these conditions from an inspection of the Jobsite and has made its own interpretation of such records.

2.3 Supplier shall secure from Purchaser all information necessary for the performance of the Work prior to commencing such Work.

2.4 Supplier shall carefully study and review the Contract and related documents and, prior to commencing any portion of the Work, shall carefully review applicable drawings and specifications and shall immediately provide to the Contract Coordinator Notice of any conflict with Applicable Laws or of any errors, inconsistencies or omissions it may discover. Provided that Supplier has furnished Purchaser timely Notice, Supplier shall not be liable to Purchaser for any damage resulting from any such reported errors, inconsistencies or omissions in the drawings or specifications. Supplier shall perform work on any portion of the Work only upon receipt of approved drawings, specifications or instructions from the Contract Coordinator.

2.5 Purchaser assumes no responsibility for any understandings or agreements made by any of its representatives during or prior to execution of the Contract unless such understandings or agreements are expressly stated in the Contract.

2.6 All loss or damage to Supplier arising out of the Work or from the action of the elements, or from any unforeseen circumstance in the prosecution of the Work, including inefficiencies or claims of inefficiencies, shall be sustained and borne by Supplier at its own cost and expense.

2.7 Supplier represents and warrants that it is fully experienced in projects of the nature, scope and magnitude of the Work, and properly qualified, registered, licensed, equipped, organized and financed to perform the Work.

2.8 Supplier shall schedule and implement the performance of the Work as necessary to support the project schedule.

2.9 Personnel shall have the qualifications, prior experience and specialty skills necessary to perform the Work. Supplier shall ensure in all cases that Supplier (and Subcontractor) Personnel have received all training relevant to Work to be performed as required by Applicable Law or Applicable Permits. Purchaser may require Supplier at no increased cost to Purchaser to remove from the Project its Personnel or Subcontractors who fail to obey Applicable Laws or Applicable Permits. Supplier shall at all times enforce strict discipline and good order among Personnel engaged in the performance of the Work. Supplier, upon Purchaser request, shall maintain and be able to provide documentation reflecting the qualifications and specialty skills of such Personnel. Notwithstanding the obligations of Supplier under Section 4.12, Supplier shall provide commercially reasonable staffing levels at all times as required to perform the Work, which shall include 24/7 manpower coverage to minimize total outage duration.

2.10 Personnel shall comply with all CIT rules, specifically CIT Site Specific Requirements for Suppliers, and all regulations, policies, and procedures and Applicable Law.

3.0 DRAWINGS AND SPECIFICATIONS

3.1 Drawings, specifications and copies thereof furnished by Purchaser are the property of Purchaser and shall not be used by Supplier on other jobs and shall be returned upon the termination of Purchaser the Contract or at such earlier time as may be requested by Purchaser.

3.2 Engineering drawings and specifications issued for construction shall be provided by Purchaser and shall be adhered to by Supplier in performance of the Work [and any additional information concerning the Work may be provided by or through the Contract Coordinator]. Any such additional information shall not be interpreted as requiring or allowing Supplier to deviate from approved drawings and specifications.

3.3 Any review of Work in process or any visit or observation during construction or any clarification of drawings and specifications by the Contract Coordinator, whether through personal observation on the Jobsite or by means of approval of shop drawings for temporary construction or [construction processes], or by other means or method, is agreed by Supplier to be for the purpose of observing the extent and nature of Work completed or being performed, as measured against drawings and specifications constituting the Contract, or for the purpose of enabling Supplier to more fully understand drawings and specifications so that the completed Work will conform thereto, and shall in no way relieve Supplier from full and complete responsibility for proper performance of Work including but not limited to the propriety of means and methods of Supplier in performing the Contract and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by Supplier

from drawings and specifications that may have been in evidence during any such visitation or observation by the Contract Coordinator, whether called to Supplier's attention or not, shall in no way relieve Supplier from its responsibility to complete all Work in accordance with said drawings and specifications.

3.4 If in the performance of the Work Supplier determines, observes, or questions any part of the Work despite compliance with the applicable drawings, design or specifications, which may render the Work to be deficient, unsafe or in noncompliance with codes or standard industry practice, Supplier shall notify the Contract Coordinator immediately for disposition.

3.5 If applicable, Supplier shall be furnished with at least one hard copy of specification text and drawings smaller than 11" x 17" and one reproducible copy of larger drawings that comprise Project plans associated with the Work. Supplier shall at all times keep at least one copy of such plans accessible on the Jobsite, with all approved revisions entered in said copy and noted thereon.

Upon completion of the applicable portion of the Work, Supplier shall furnish Purchaser with a complete set of drawings and specifications with all revisions and modifications shown as they are incorporated into the Work.

4.0 LINES AND GRADES

4.1 Unless otherwise specified in the Contract and if applicable, the contract Coordinator shall provide Supplier with sufficient control lines and grades. All transition of such control lines to the point of execution of the Work shall be the responsibility of Supplier and shall be subject to verification of the Contract Coordinator at any time.

4.2 Supplier shall carefully preserve all control lines provided by the Contract Coordinator and, in case of their destruction or removal by Supplier or its Personnel or Subcontractors, Supplier shall immediately inform the Contract Coordinator and re-establish the control lines at Supplier's expense.

5.0 CONTRACT INTERPRETATION

5.1 All claims of Supplier, all questions concerning interpretation or clarification of the Contract or the acceptable fulfillment of the Contract on the part of Supplier and all questions as to compensation and to extension of time shall be submitted in writing to the Contract Coordinator for determination within a reasonable time. Supplier shall proceed with the Work at the direction of and in accordance with the determinations, instructions and clarifications of such representative. Supplier shall be responsible for requesting instructions or interpretations in accordance with this Article 5.0 and shall be solely liable for any cost and expenses arising from its failure to do so.

5.2 In case of conflict between or among documents related to the Contract, the following order of precedence shall apply unless otherwise specified:

(a) First, Amendments to this Contract,
(b) Second, these Supplemental Conditions
(c) Third, the Appendices, Exhibits, Attachments and reference documents herein,
(d) Fourth, Revisions to Releases/Purchase Orders (accepted and agreed upon in writing by Purchaser and Supplier) and
(e) Last, other documents incorporated into the Purchase Order.

5.3 Releases shall not in any way change, amend, supersede, or supplement the terms and conditions of the Contract except as provided in these Supplemental Conditions.

5.4 In case of conflict among Change Orders, the Change Order with the most recent date shall take precedence. In case of conflict among Releases, the Release with the most recent date shall take precedence.

5.5 Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.

6.0 SUPPLIER'S PERFORMANCE

6.1 Supplier shall provide, pay for and use in the performance of the Work, all labor, materials, goods, consumables, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services, except those provided by Purchaser, for proper and timely execution and completion of the Work as provided for in the Contract.

6.2 No later than the fifth day of each month, Supplier shall report to the respective Site Industrial Safety Manager the total person-hours performed by the Supplier and its Subcontractors at the plant site during the previous month.

7.0 CONSTRUCTION EQUIPMENT

Purchaser, at its option, may furnish to Supplier any items of construction equipment with individual purchase value of Five Hundred Dollars ($500) or more required by Supplier to perform the Work in accordance with the Contract. In such case the Contract Price shall be reduced accordingly.

8.0 SUPERVISION OF THE WORK

8.1 Supplier shall provide a competent Superintendent and adequate supervision on the Jobsite at all times during performance of the Work to ensure that the Work is being performed in accordance with the Contract. Purchaser shall have the right to review the experience, qualification and certification record of Supplier's key Personnel prior to their assignment to the Work.

8.2 Superintendent shall represent Supplier and shall be a duly authorized agent of Supplier. Superintendent shall not be removed from the Work without prior Notice to Purchaser.

8.3 Supplier, Superintendent and Supplier's supervisors shall cooperate at all times with Purchaser, Purchaser Contract Coordinator and other contractors and Subcontractors in all matters, including labor relations.

8.4 In the event of any reassignment or change in key Personnel such as the Superintendent or supervisors, Supplier shall provide and overlap of key Personnel for a period of time sufficient to ensure that no adverse impact to the Work occurs. All costs of such overlap shall be borne by Supplier and shall not be reimbursable under the Contract.

9.0 COOPERATION WITH OTHERS

Supplier shall cooperate with Purchaser in scheduling the order of performance of the Work, and shall pursue the Work in such a manner to eliminate interference with other work being performed at the Jobsite.

10.0 CHARACTER OF WORKERS

10.1 Supplier shall at all times enforce strict discipline and good order among Personnel engaged in the performance of the Work and shall ensure that all Personnel are skilled in, qualified for and otherwise fit for the performance of the portion of the Work assigned to such Personnel. Supplier

shall immediately remove from the Work Supplier's or Subcontractor's Personnel who Supplier determines are unfit, or who create disciplinary, security or safety problems.

10.2 Purchaser reserves the right to request Supplier to remove immediately from the Jobsite any Personnel of Supplier, any Subcontractor, or any Subcontractor Personnel, who, in the sole opinion of Purchaser, (i) poses any threat to the security, health or safety of Purchaser, its property, its customers, or the public, (ii) whose conduct adversely affects the Work or reflects unfavorably upon Purchaser or (iii) who have been terminated for cause by Purchaser or its affiliates.

11.0 STANDARDS AND CODES

11.1 All correspondence, invoicing, reports, drawings and other communications, both oral and written, related to the Contract shall be in the English language. All drawings, specifications and other technical submittals shall be provided in a format consistent with the technical standards for presentation of such material then in effect by the prevalent United States of America organization responsible for the promulgation of such standards, including, but not limited to, American National Standards Institute, American Society of Mechanical Engineers, National Electric Code, and National Electrical Manufacturer's Association. All measurements shall use the English system. All monies due shall be invoiced and payable in U.S. Dollars.

11.2 Whenever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of the Purchase Order (if the scope of Work is initially specified in the Purchase Order) or Release (if the scope of Work is initially specified by a Release) shall apply unless otherwise expressly set forth in the Contract.

11.3 In case of conflict between any referenced codes, specifications, and standards and the contract specifications, the more stringent shall govern

12.0 LABOR RELATIONS

12.1 Supplier shall establish and administer a labor relations program covering the Work. Such program shall be in compliance with Purchaser requirements and guidelines established for the Project. Purchaser's interface for construction labor relations matters shall be its designated contact for labor relations and Supplier shall provide reports regarding such matters as Purchaser may require.

12.2 In the event that Supplier experiences labor relations difficulties that may affect the progress of the Work or the work of Purchaser or other contractors, it shall immediately notify the Contract. Coordinator. If such difficulties result in a strike, lockout or other labor problems which disrupt the progress of the Work or the work of Purchaser or other contractors, Purchaser may take any or all of the following actions:

12.2.1 Replace Supplier upon twenty-four (24) hour Notice with another supplier at no cost whatsoever to Purchaser and require Supplier to reimburse Purchaser for any additional expenses incurred in exercising this right.

12.2.2 Require Supplier to reimburse Purchaser for any damages suffered by reason of the labor problems.

12.2.3 If such labor problems continue beyond forty-eight (48) hours, by Notice require Supplier to take whatever steps are necessary to perform the Work.

12.3 Failure of Purchaser to exercise any of its rights under this Article 19.0 shall not constitute a waiver of those rights with respect to future labor problems. Supplier's ability to obtain labor to perform its own Work shall not constitute a defense if Supplier's labor problems are disrupting the work of other contractors or Purchaser.

13.0 SUPPLIER'S WORK AREA

All of Supplier's work areas on the Jobsite shall be assigned by Purchaser. Supplier shall confine its office, shops, storage, assembly, equipment and vehicle parking to the areas so assigned. Should Supplier find it necessary or advantageous to use any additional land outside the Jobsite for any purpose whatever, Supplier shall, at its expense, provide and make its own arrangements for the use of such additional land and all facilities and services used thereon.

14.0 SUPPLIER'S BUILDINGS

The buildings, trailers or structures at the Jobsite provided by Supplier for its operations and Personnel shall be permitted only when and at such places as designated by the Contract Coordinator. Supplier's buildings shall be prominently marked with its name and logo. Lighting, safety, housekeeping and sanitary conditions in or about such structures shall at all times be maintained by Supplier in a manner satisfactory to the Contract Coordinator.

15.0 SUPPLIER'S PLANT, EQUIPMENT AND FACILITIES

15.1 Supplier shall not damage, close, or obstruct any utility installation, highway, road or other property until permits therefor have been obtained and the affected parties have been properly notified. If facilities are closed, obstructed, damaged or rendered unsafe by Supplier's operations, Supplier shall, at its expense, make such repairs and provide such temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Purchaser.

15.2 Unless otherwise specifically provided in the Contract, Supplier shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone or electric transmission line, telecommunication or computer cable, communication system, ditch or other structure, nor enter upon lands in their natural state until approved by Purchaser. Before beginning such Work, Supplier shall give Notice to Purchaser of its intention to start such Work. Supplier shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such facility, ditch or structure being on or adjacent to the Jobsite. All costs in connection with any repairs or restoration needed by reason of any such disruption or interference shall be borne by Supplier.

15.3 Supplier shall preserve, protect and prevent loss or damage to all cultivated and planted areas, vegetation walks, pavements, roadways, structures and utilities on or adjacent to the Jobsite, except as expressly provided in the Contract or approved by the Contract Coordinator. Supplier shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation damage arising from the performance of the Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Supplier.

16.0 PROTECTION OF PROPERTY

16.1 Supplier shall not damage, close, or obstruct any utility installation, highway, road or other property until permits therefor have been obtained and the affected parties have been properly notified. If facilities are closed, obstructed, damaged or rendered unsafe by Supplier's operations, Supplier shall, at its expense, make such repairs and provide such temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Purchaser.

16.2 Unless otherwise specifically provided in the Contract, Supplier shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone or electric transmission line, telecommunication or computer cable, communication system, ditch or other structure, nor

enter upon lands in their natural state until approved by Purchaser. Before beginning such Work, Supplier shall give Notice to Purchaser of its intention to start such Work. Supplier shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such facility, ditch or structure being on or adjacent to the Jobsite. All costs in connection with any repairs or restoration needed by reason of any such disruption or interference shall be borne by Supplier.

16.3 Supplier shall preserve, protect and prevent loss or damage to all cultivated and planted areas, vegetation walks, pavements, roadways, structures and utilities on or adjacent to the Jobsite, except as expressly provided in the Contract or approved by the Contract Coordinator. Supplier shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation damage arising from the performance of the Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Supplier.

17.0 SANITATION

17.1 Except as otherwise provided in the Contract, necessary sanitary conveniences for use by Supplier's employees and Subcontractors at the Jobsite shall be furnished and maintained by Supplier in such manner and at such locations as shall be approved by the Contract Coordinator.

18.0 HEALTH AND SAFETY

18.1 Supplier shall be solely responsible for the safety and health of its Personnel and Subcontractors engaged in the execution of the Work as well as for the protection of the improvements being erected and property of itself, its Personnel and Subcontractors. Superintendent shall be responsible for the prevention of accidents and administration of Supplier's safety programs and shall report all injuries to Purchaser immediately.

18.2 Supplier shall take all precautions for the safety and health of, and shall provide all protection necessary to prevent damage, injury or loss to:

18.2.1 All persons engaged in or performing the Work and all other persons who may be affected thereby; and

18.2.2 All Work and all materials and equipment to be incorporated therein, whether in storage on or off the Jobsite, under the care, custody or control of Supplier or Subcontractor

18.3 In performing any part of the Work at the Jobsite, including Care pursuant to Article 63.0, WARRANTY, Supplier shall comply with all Applicable Laws pertaining to the health and safety of persons or property and protect them from damage, injury or loss. Supplier shall also comply with all Jobsite work rules and regulations, copies of which shall be provided to Supplier upon request.

25.3.1.1 Supplier shall not permit or suffer the introduction or use of intoxicating liquor, firearms, or drugs upon the Work, including Cure, or upon any of the grounds occupied or controlled by Supplier.

25.3.1.2 All Supplier and Subcontractor employees shall be subject to "post accident" and/or "reasonable suspicion" controlled substances and alcohol testing while at the Jobsite. "Reasonable suspicion" shall be determined in the sole discretion of Purchaser. No Supplier or Subcontractor employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

25.3.2 Dust, smoke, and other air contaminants from any source whatsoever shall not be discharged into the atmosphere in violation of Applicable Laws. Supplier shall use reasonable effort to minimize dust conditions in all areas within the Jobsite of Supplier's operations.

26 CLEANING UP

Supplier shall, at all times, keep its work areas in a neat, clean, and safe condition. Supplier shall be responsible for continuous clean up and removal of its trash, debris, waste materials and scrap and disposal of same off the Jobsite. Upon completion of any portion of the Work, Supplier shall immediately remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work and before final payment is made, Supplier shall, at its expense, satisfactorily dispose of all temporary structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work, including return to Purchaser's warehouse or designated lay down area(s) at Purchaser's option of any salvageable materials for which Purchaser has reimbursed Supplier or that has been supplied by Purchaser for incorporation into the Work but not used; and Supplier shall leave the premises in a neat, clean and safe condition acceptable to the Contract Coordinator. In the event of Supplier's failure to comply with the foregoing, the same may be accomplished by Purchaser at Supplier's expense.

19.0 APPROVAL OF SUBCONTRACTORS

19.1 Nothing contained in the Contract shall create any contractual relationship between Purchaser and any Subcontractor.

19.2 Prior to commencing Work, Supplier shall submit a list of the potential Subcontractors proposed for all portions of the Work. Purchaser shall notify Supplier of any objection or non-acceptance of any potential Subcontractor at any time. Supplier shall then replace such Subcontractor with an acceptable Subcontractor.

19.3 Supplier shall not contract with any Subcontractor disallowed by Purchaser. Supplier shall not be required to contract with any Subcontractor against whom Supplier has reasonable objection.

19.4 Supplier shall not make any substitution for any Subcontractor who has been accepted by Purchaser unless the substitution is accepted in writing by Purchaser.

20.0 SUBCONTRACTUAL RELATIONS

All Work performed for Supplier by Subcontractor shall be pursuant to an appropriate agreement between Supplier and Subcontractor which agreement shall:

20.1 Preserve and protect the rights of Purchaser under this Contract with respect to the Work to be performed under the subcontract so that the subcontracting hereof will not prejudice such rights; and

20.2 Obligate each Subcontractor specifically to consent to the applicable provisions of this Contract.

21.0 TIME, ORDER OF COMPLETION AND DELAYS

21.1 Prior to performing the Work, Supplier shall submit schedule(s) to the Contract Coordinator that show the order in which Supplier will start the several parts of the Work and the dates of completion of the several parts to conform to Purchaser's Project requirements. The schedule(s), as approved by the Contract Coordinator, shall become a part of the Contract. Supplier shall not revise such approved schedule(s) without the written approval of the Contract Coordinator. Supplier shall notify the Contract Coordinator within twenty-four (24) hours of its determination that there will be a delay in completion of the Work in accordance with the approved schedule(s); however, in the event of an outage, Supplier shall give notice within two (2) hours. Supplier shall also, within a reasonable time not to exceed seventy-two (72) hours after the time it gives notification of its belief that its performance may be delayed, give Purchaser a written recovery plan which Purchaser may accept or reject in its sole discretion.

21.2 Time of delivery or performance of the Contract is of the essence. Supplier shall conform to all requirements for time of completion and scheduling of the Work as prescribed in the Contract.

21.3 If progress of the Work is such that Purchaser has reasonable grounds for insecurity that the Work will not be completed in accordance with the schedule(s), Supplier shall, as approved by Purchaser, utilize overtime or other means as required to overcome the effects of lack of progress at Supplier's expense.

22.0 INSPECTION

22.1 All Work shall be properly inspected, and tested if appropriate, by Supplier and shall at all times be subject to additional inspection by Purchaser and its designee(s), including, but not limited to, Work performed at the Jobsite. Purchaser, Purchaser's designee(s) and government agencies shall be afforded full and free access to the shops, factories or places of business of Supplier and Subcontractors for such inspection and to determine the status of the Work. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Supplier for such Work shall prejudice the rights of Purchaser thereafter to correct or reject the same.

22.2 Supplier shall keep complete and accurate records of Supplier's inspection and testing of all materials and equipment received, stored, and issued for use in the Work.

23.0 PERMITS AND GOVERNMENTAL APPROVALS

23.1 Supplier shall secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the Work unless otherwise specified in the Contract.

23.2 Supplier shall obtain and maintain those consents, permits, licenses and other authorizations that are required to conduct its business at no cost to Purchaser.

23.3 Supplier shall support and cooperate with, and shall not oppose the efforts of, Purchaser to obtain all approvals from Governmental Authorities necessary for Purchaser to implement the Project and to obtain the equipment and services contemplated in this Contract, and Supplier shall not participate as an adverse party to Purchaser in any proceeding before any Governmental Authority relating to the Project, or Supplier's scope of Work under this Contract.

24.0 TAXES

24.1 Supplier is responsible for and shall pay all taxes due under the Contract, if any, including all present or future import duty, federal, state, county, municipal or other excise or similar taxes levied with respect to the Work, excepting all current sales and use taxes which shall be paid in accordance with the instructions contained in the Purchase Document. Supplier expressly agrees that Purchaser shall incur no liability or expense under the Contract due to change in tax or duty requirements, excluding sales and use tax. Any increase in taxes or duties, excluding sales and use tax, shall be at the expense of Supplier and not Purchaser.

24.2 In no event shall Purchaser be required to pay any tax levied on or determined by Supplier's income, taxes expressly imposed to be paid solely by Supplier or licenses and permits required for Supplier to conduct business.

24.3 Purchaser shall not be obligated to pay, and shall be immediately reimbursed by Supplier if Purchaser does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Supplier to comply with the Contract, Applicable Laws or governmental regulations, and Supplier shall indemnify and save Purchaser harmless from the payment of any and all such taxes, penalties and interest.

25.0 COMPLIANCE WITH LAWS, RULES AND REGULATIONS

25.1 The Contract shall be construed in accordance with and governed by the laws of the state in which the Jobsite is located without giving effect to its conflict of laws provisions.

25.2 Supplier shall perform all Work in accordance with all Applicable Laws, Applicable Permits, and applicable codes, rules, regulations, orders and standards of federal, state, regional, local and municipal governmental agencies and all standards, rules, regulations, ordinances and orders issued by such agencies.

25.3 Supplier shall provide all inspections required by law and shall pay all fees and charges in connection therewith, unless otherwise provided in the Contract.

26.0 MAINTENANCE OF TRAFFIC (MOT)

26.1 Supplier is responsible for all maintenance of traffic associated with project, unless otherwise specified elsewhere in this contract.

27.0 DUST CONTROL

27.1 Supplier is responsible for maintaining and controlling all of dust created by project work site. Supplier will utilize the industries best management practices to keep dust under control. If dust becomes an issue, contractor must stop all work until dust has met the State, local and Tribal dust control requirements.

28.0 REPORTING

28.1 Contractor is required to submit a work schedule for the prior week no later than 5 days before starting work. The schedule should at minimum detail work to be performed, man-power, and hours of work per day.

28.2 A weekly project meeting will be required. Date and Times will be approved by owner. At minimum meeting shall include discussion on schedules, change orders, performance, quality, safety etc.

28.3 Preferred scheduling software Microsoft Project

29.0 WORKING HOUR RULES

29.1 Contractor is not allowed to work holidays without prior Tribal Representation approvals.

29.2 Normal Working hours will be Monday through Friday 8:00 am to 5:00 pm. Unless prior approvals from Tribal Representative.

29.3 No work shall be performed on Federal Government and or Tribal recognized Holidays.

30.0 DAVIS BACON/PREVAILING WAGE RULES

30.1 Prevailing wage rules must be strictly adhered to. It is the supplier's responsibility to report certified payroll on a timely basis and per Davis Bacon//Prevailing Wage Rules.

31.0 COMMUNICATION

31.1 Communication shall be by means of telephone, email Prevailing wage rules must be strictly adhered to. It is the supplier's responsibility to report certified payroll on a timely basis and per Davis Bacon//Prevailing Wage Rules.

31.2 All costs associated with communications such as; phones, computers, copier/printer/fax, certified mail but not limited to will be the responsibility of the contractor/vendor, unless otherwise specified in preceding contract documents.

32.0 QUALITY CONTROL

32.1 Right of Entry

All work and material under this contract shall be subject to inspection and test by Cowlitz Indian Tribe (CIT) or its customer(s) at any point during the manufacturing or processing sequence(s).

If any inspection or test is performed by CIT or its customer(s) at the supplier and/or sub-tier, the supplier shall provide the necessary facilities, equipment and assistance for the safety and convenience of CIT or its customer(s) inspectors/auditors in the performance of their duties.

Quality Assurance Clauses **Quality assurance clauses one through ten shown below are standard purchase order clauses and are in addition to the standard terms and conditions of this purchase order.**

32.2 CERTIFICATION: Supplier / Vendor shall provide a "Certificate of Conformance" that material and / or articles meet all provisions of the CIT Purchase Order including the latest specification revisions and applicable change orders or deviations. Certifications must accompany each delivery against the purchase order and must contain at a minimum the following:

Purchase Order Number

Certification Number

Part Number & Part Revision

A statement that the materials/processes conform to the applicable specifications

Note: Records and all associated documentation must be maintained on file and available for review by CIT and its Customers. Record retention period for Critical Items shall be 30 years. Retention period for all other programs shall be 10 years.

33.3 INSPECTION SYSTEM: Unless otherwise specified on the Purchase Order, the Supplier/Vendor shall have an adequate inspection system for maintaining control of materials/products fabricated/manufactured in your facility. Calibration procedures must meet, as a minimum, the requirements of ANSI/NCSL Z540-1 & ISO 10012-1 or MIL-STD-45662. Vendor/Supplier shall have an established Quality program or inspection system whose procedures are in accordance with a AS9100 Compliant System. Supplier's / Vendor's inspection system may be periodically audited by CIT and/or by its customers.

33.4 Articles or Materials shall be manufactured or produced in accordance with applicable blueprint and/or specifications. Deviations may be made only by written amendment to the Purchase Order when authorized by CIT's Project Management Team.

33.5 APPROVED FACILITIES: It is the Vendor's responsibility to utilized only approved facilities for processing used in work relating to this order.

33.6 PRESERVATION AND PACKAGING REQUIREMENT: Unless otherwise specified, the Supplier/Vendor shall maintain controls to assure compliance of preservation, packaging and shipping requirements of this order. The use of commercial practices does not relieve the Supplier/Vendor from the responsibility of packaging in a manner that will insure receipt at CIT in an acceptable condition.

33.7 CIT FURNISHED RAW MATERIAL: Unless otherwise specified, material furnished to Suppliers/Vendors shall be used in the manufacture of articles specified in this order. Materials scrapped in excess of allowable tolerances shall be replaced by FMI at Vendor's expense plus any special charges. Unless otherwise specified, all materials furnished shall not be under shipped. Rejected materials shall be identified and segregated from acceptable materials. Rejected materials shall be returned to FMI. A formal rejection report along with root cause analysis shall accompany any rejected material.

33.8 CIT FURNISHED TOOLING/EQUIPMENT: Unless otherwise specified, all tooling and equipment furnished for this order shall be maintained in good condition and used for the manufacture of articles for CIT. Tooling/equipment shall be available for examination by CIT personnel and/or returned to CIT upon request or termination of order.

33.9 REJECTED HARDWARE: In the event that hardware is rejected either at CIT or at the vendor's facility, Notify CIT of nonconforming processes, products, or services and obtain approval for their disposition.

33.10 COUNTERFEIT PART PROTECTION: Unless otherwise specified on the Purchase Order, the Supplier/Vendor shall have Counterfeit Parts Protection plan "CPP"

33.11 DISCLOSURES / NOTIFICATIONS: In the event that delivered hardware is found to be nonconforming, Supplier/Vendor shall notify CIT in writing on company letterhead and include a clear description of the discrepancy, identification of all suspect parts, CIT PO number, serial numbers (if

applicable) and any information relating to the Root Cause / Corrective Action steps initiated to address the defective condition, and preventive measures taken to preclude recurrence of the process failure.

33.12 QUALITY MANAGEMENT SYSTEMS: Supplier shall implement and maintain a quality management system in accordance with the respective standard. Mandatory customer certification requirements will be flowed down through the PO or contract if/as necessary.

33.13 SUPPLIER SUB-TIER REQUIREMENTS: The Supplier shall flow and make available the requirements of the Buyers Purchase order and this document to their Sub-tier suppliers. It is Supplier's responsibility to ensure and validate compliance by Supplier's Sub-tier sources for all applicable requirements and to maintain documented evidence confirming said compliance.

33.14 CONTINUOUS IMPROVEMENT AND TRAINING – Supplier shall demonstrate a continuous improvement program that targets initiatives to improve safety, product quality, delivery and lower costs. The Supplier shall ensure personnel performing work affecting conformity to product requirements are competent on the basis of appropriate education, training, skills and experience. All records pertaining to product realization shall be kept for a minimum of 10 years, all other CI & Training records for a minimum of 3 years.

Suppliers shall ensure that their employees are aware of:

Their contribution to product or service conformity

Their contribution to product safety

The importance of ethical behavior

The following quality assurance clauses (numbers fourteen through twenty) are in addition to the standard quality assurance clauses when specified on an CIT purchase order.

33.15 Supplier/Vendor to furnish date of manufacture and shelf life on the material certification of materials requiring age control.

33.16 CIT INSPECTION: CIT inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the CIT Representative who normally services your plant so that appropriate planning for CIT inspection can be accomplished. Upon receipt of an order, promptly furnish a copy to the CIT Representative. In the event the representative or office cannot be located, our purchasing agent should be notified immediately.

33.17 SOURCE INSPECTION REQUIRED: Vendor shall request CIT Source Inspection for product verification prior to shipment from its facility. Acceptance of units shall not relieve the vendor of the responsibility of manufacturing units as defined in an CIT purchase order. All requests shall be made by calling CIT office, providing Purchase Order number, part number and revision, part name and quantity to be inspected. Advance notice of 48 hours needs to be given for scheduling purposes.

33.18 VENDOR/SUPPLIER FIRST ARTICLE: Vendor shall perform first article inspection on first unit produced during production of this order. First Article Inspection report to accompany first shipment of units and comply with the requirements.

33.19 CIT FIRST ARTICLE INSPECTION VERIFICATION AT SOURCE: Vendor shall request CIT Source Inspection as per item #10. Vendor shall provide inspection tools, test equipment, fixtures and personnel as requested to verify the units' compliance to the purchase order requirements. Final acceptance of unit produced is dependent upon a satisfactory first article inspection. First article inspection shall be performed on the first unit produced using production tools as applicable by the CIT Public Works Department. Vendor first article inspection report to accompany shipment. NOTE: First Article acceptance shall not relieve the vendor of the responsibility for manufacturing acceptable production part/materials as defined by this Purchase Order.

33.20 FIRST ARTICLE INSPECTION DESTINATION: Final acceptance of units produced is dependant upon a satisfactory first article inspection of the "as received" unit(s) produced using production tools as applicable by the CIT Public Works Department. Note: First article acceptance shall not relieve the vendor of the responsibility for manufacturing acceptable production parts/materials as defined by this Purchase Order.

33.21 STATISTICAL PROCESS CONTROL SYSTEM: If specified on an CIT Purchase Order, the supplier/vendor shall have an adequate statistical process control (SPC) system for maintaining acceptable Cp and Cpk levels of its' products. Supplier's/Vendor's SPC system may be periodically audited by CIT Personnel and/or by its' customers. The supplier/vendor shall provide statistical process control (SPC) charts/data on specific key characteristics on the product provided to CIT.

33.0 OFFICE SPACE

33.1 Office space costs whether permanent and or temporary which includes, rental/purchase of office space, electricity, sewer, water, permits, but not limited, contractor/vendor is liable for costs for these items, unless otherwise specified in preceding contract documents.

34.0 ENVIRONMENTAL COMPLIANCE

34.1 The Contractor/Vendor and each of its Subsidiaries have obtained all material approvals, authorization, certificates, consents, licenses, orders and permits or other similar authorizations of all governmental authorities, or from any other person, that are required under any Environmental Laws. Except as set forth elsewhere, the Contract Documents describe all material permits, licenses and other authorizations issued under any Environmental Laws to the Company or its Subsidiaries. "Environmental Laws" shall mean all applicable laws relating to the protection of the environment including, without limitation, all requirements pertaining to reporting, licensing, permitting, controlling, investigating or remediating emissions, discharges, releases or threatened releases of hazardous substances, chemical substances, pollutants, contaminants or toxic substances, materials or wastes, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous substances, chemical substances,

pollutants, contaminants or toxic substances, material or wastes, whether solid, liquid or gaseous in nature. The Company has all necessary governmental approvals required under all Environmental Laws and used in its business or in the business of any of its Subsidiaries. The Company and each of its Subsidiaries are also in compliance with all other limitations, restrictions, conditions, standards, requirements, schedules and timetables required or imposed under all Environmental Laws. Except for such instances as would not individually or in the aggregate have a Material Adverse Effect, there are no past or present events, conditions, circumstances, incidents, actions or omissions relating to or in any way affecting the Company or its Subsidiaries that violate or may violate any Environmental Law after the Closing Date or that may give rise to any environmental liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation (i) under any Environmental Law, or (ii) based on or related to the manufacture, processing, distribution, use, treatment, storage (including without limitation underground storage tanks), disposal, transport or handling, or the emission, discharge, release or threatened release of any hazardous substance.