

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

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| PONTOON CONSTRUCTION PROJECT PROFESSIONAL SERVICES AGREEMENT ACTUAL COST | | ORGANIZATION AND ADDRESS: Quinault Indian Nation P.O. Box 189 Taholah, WA 98587 |
| AGREEMENT NUMBER GCA 6637 | MAXIMUM AMOUNT PAYABLE: \$250,000.00 | PROJECT TITLE AND DESCRIPTION OF SERVICES: SR 520 Pontoon Construction Project |
| START DATE: February 14, 2011 | COMPLETION DATE: March 1, 2016 | The performance of site monitoring and fish handling in accordance with assigned tasks. |

THIS AGREEMENT is made and entered into between the Washington State Department of Transportation, hereinafter the "WSDOT," and the Quinault Indian Nation hereinafter the "NATION," collectively "PARTIES" and individually "PARTY".

WHEREAS, WSDOT plans to construct a project within the Grays Harbor area, called the SR 520 Pontoon Construction Project (Project); and

WHEREAS, the Nation is a signatory to the Treaty of Olympia, 1855, and has federally-guaranteed adjudicated treaty fishing rights, including the right to take fish within its usual and accustomed fishing areas, which include the Chehalis River and marine and near shore area within Grays Harbor, including the area affected by the Project; and

WHEREAS, the Federal and State governments and the NATION have an interest in the conservation, preservation, and protection of the State's and NATION's archaeological, cultural, and natural resources affected by the Project; and

WHEREAS, the WSDOT desires to have the NATION perform, and the NATION desires to perform services including, but not limited to, site monitoring and fish handling for resources of significance to the NATION that may be affected by the Project; and

WHEREAS, the PARTIES desire to enter into this AGREEMENT under which WSDOT will offer the NATION the opportunity to perform said services related to the Project, to be defined in TASK ORDERS as described herein, necessary to ensure the conservation, preservation, and protection of sensitive resources.

NOW, THEREFORE, pursuant to RCW 39.34 and in consideration of the terms, conditions, covenants, and performances contained herein, and attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1 Task Order

1.1 This AGREEMENT will be implemented in the form of specific Task Orders issued by the WSDOT through the Agreement Manager located in Seattle, Washington and accepted by the NATION. The clauses and general provisions in this AGREEMENT will be incorporated by reference in each Task Order awarded to the NATION under this AGREEMENT.

1.2 1.2 The Task Orders shall be in writing and signed by both PARTIES prior to beginning any of the services to be performed under the Task Order.

Section 2 Authorization of Task Orders

2.1 Task Orders issued by the WSDOT through the Agreement Manager will be made in the format shown in Exhibit "A" attached hereto and incorporated herein by this reference. In preparing each Task Order, the WSDOT shall furnish the NATION the description and scope of work, and the NATION shall provide WSDOT with an estimate of the cost and time required to complete the services. After review and approval, the WSDOT shall include the approved cost and date of completion in its Task Order. A Task Order will become effective when all signatures by both PARTIES have been obtained on the final Task Order.

Section 3 Scope of Services

3.1 The services provided by the NATION pursuant to this Agreement shall continue through the life of the Project and may include, but are not limited to, the following:

3.1.1 Within the Project boundaries, conduct monitoring for archaeological and cultural resources during ground-disturbing activities for the Project.

3.1.2 Participate in fish handling activities, and document species present and mortalities noted, should they occur when casting basin gates are opened / closed.

3.1.3 Conduct visual inspections of the pontoons stored at the moorage site.

3.2 The NATION will have complete responsibility for employing or retaining and supervising all NATION employees and/or other NATION personnel used in completing the services pursuant to signed Task Orders. If the NATION does not have a Tribal employee with the required skills, the NATION will be allowed to use Tribal members (hereinafter referred to as "Nation Consultants") to perform the services under this AGREEMENT subject to the NATION's standard procedures for obtaining services. All NATION Consultants retained by the NATION and their associated fee rates and costs must be approved by the WSDOT prior to starting work. The fee rates and costs shall be limited to those referred to in Section 6, Payment. The NATION shall not charge WSDOT any profit on NATION Consultant's rate fees or costs. Only NATION employees and NATION Consultants may be used to perform Task Order services.

3.3 If certain qualifications are required to perform the assigned services, those qualifications will be set forth in the appropriate Task Order as well as specific procedures and protocol to be followed in accomplishing the services.

Section 4 Reports

4.1 Any reports or other written information documenting the services performed shall be on a task by task basis as required by WSDOT, the requirements of which will be explained in the Task Order.

Section 5 Time for Beginning and Completion

5.1 This AGREEMENT shall become effective on February 14, 2011, regardless of the date of execution below. This AGREEMENT shall continue for five (5) years and terminate on February 29, 2016, unless terminated sooner according to the terms in Section 17, "Termination of Agreement". Each Task Order under this AGREEMENT shall have its own beginning and ending date as agreed to in the Task Order.

5.2 Should any Task Order be terminated by either PARTY, this AGREEMENT and all remaining Task Orders shall remain in effect. If this AGREEMENT is terminated, all open Task Orders shall automatically terminate on the same date as this AGREEMENT.

Section 6 Payment

6.1 No costs shall be incurred or payments made based solely upon this AGREEMENT. Payments to the NATION will be on a cost reimbursement basis for actual direct and related federally approved indirect costs incurred for each specific Task Order which is assigned, accepted and executed by the PARTIES.

6.2 Direct costs, which will be detailed in each Task Order, may include the following:

6.2.1 Actual salaries and wages paid, based on the NATION's current pay rates for NATION personnel directly employed to perform the Task Order services. The WSDOT shall pay the salaries and wages as supported by documented pay rate for each such employee.

6.2.2 Actual NATION employee's benefits. At the time each Task Order is assigned, NATION will provide data detailing such costs to the WSDOT Agreement Manager for each NATION employee assigned to the Task.

6.2.3 Invoiced costs without markup for materials, equipment, and supplies used in performing the Task Order services.

6.2.4 Invoiced costs without markup for equipment rentals. WSDOT shall be notified as to what the rental rates shall be prior to incurring any rental costs. If the proposed

rates are not acceptable, WSDOT shall have authority to bring in its own or other rental equipment.

6.2.5 Travel costs incurred for travel directly connected with the Task at current rates for state employees as specified in the latest edition of the Washington State Department of Transportation Accounting Manual and revisions thereto.

6.2.6 Paid leave to NATION employees and/or any Nation Consultants will not be reimbursed.

6.2.7 Costs without markup for Task Order services performed by Nation Consultants. Such costs must be supported by invoices detailing hours spent and the documented rates charged by each NATION Consultant.

6.2.8 Reimbursement for overhead will be the NATION's federally approved indirect rate applied as prescribed under federal procedures to direct expenses related to the NATION's accomplishment of Project Task Orders.

6.2.9 The maximum amount payable to the NATION for all executed Task Orders under this AGREEMENT shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

6.2.10 The NATION will make the initial payments for all costs incurred during project activities authorized under specific Task Orders. Partial payments shall be made by the WSDOT, upon request from the NATION, to cover NATION costs incurred associated with performance of the services for each Task Order. These payments are not to be more frequent than one (1) per month. It is agreed that any payment will not constitute agreement as to the appropriateness of any item or invoice and that, at the time of final audit, all required adjustments will be made and reflected in a final payment. Payment will not be made for any costs not clearly supported by the NATION's records. The NATION shall submit itemized invoices for partial payment. Each invoice will include the AGREEMENT number **GCA 6637**, Task Order number, and the day, month, and year costs were incurred. Said invoices must be signed by an authorized representative of the NATION who shall verify that the invoice is accurate, the services have been performed in accordance with the Task Order, and that the costs shown have been reasonably incurred in accordance with this Agreement and the Task Order.

Section 8 Ownership of Data

8.1 It is understood that all data, materials and reports gathered and produced while performing the Task Order services will be the property of the State of Washington.

Section 9
Equipment and Instrumentation

9.1 It is mutually agreed by the PARTIES that apparatus and equipment, including small tools, that are purchased with funds provided by the WSDOT shall become the property of the WSDOT and shall be used only in connection with the Task Order services. Purchases of apparatus and equipment in excess of \$200.00 will be at the discretion and prior approval of the WSDOT Agreement Manager. Upon completion of the Task Order, apparatus and equipment authorized for purchase shall be returned to WSDOT for storage until needed for use for other Task Order services.

Section 10
Confidentiality

10.1 All services performed specific to cultural and archaeological resources authorized under a Task Order will be considered confidential and exempt from public disclosure to the extent authorized by federal and state law. This includes all information, data, materials, records and reports prepared in connection with or related to any cultural and archeological resource..

10.2 All services performed specific to natural resources monitoring and fish handling will not be considered confidential.

Section 11
Employment

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

11.2 Any and all employees of the NATION or Nation Consultants engaged in the performance of any services required of the NATION under this AGREEMENT, and any or all of the executed Task Orders, shall be considered employees or Contractors of the NATION only and not of the WSDOT. Any and all claims that may arise on behalf of said employee or Nation Contractor, while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the NATION's employees or Contractors while so engaged, shall be the sole obligation and responsibility of the NATION.

11.3 No Agreement between the NATION and its employees, consultants, contractors or NATION members shall create any obligation or liability of WSDOT with regard the award of any such Agreement or the solicitation thereof. The NATION hereby agrees to include this provision in all Agreements it enters into for services with Tribal Consultants.

Section 12 Non-Discrimination

12.1 The NATION agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rate of pay or other forms of compensation; selection for training; rendition of services. The NATION understands and agrees that if it violates this non-discrimination provision, this AGREEMENT, and any or all executed Task Orders, may be terminated by the WSDOT through the Agreement Manager now or in the future, unless a showing is made satisfactory to the WSDOT that discriminatory practices have terminated and that recurrence of such action is unlikely. Provided, however, that the terms and provisions of this section shall not be construed to prevent the NATION from utilizing its Indian Preference policy as permitted by Federal law.

12.2 During the performance of this AGREEMENT, the NATION, for itself, its assignees and successors in interest agrees as follows:

12.2.1 Compliance with regulations: The NATION shall comply with the regulations relative to nondiscrimination in the same manner as in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21 (hereinafter referred to as the Regulations) as they may be amended from time to time, which are herein incorporated by reference and made a part of this AGREEMENT. Provided, however, that the terms and provisions of this section shall not be construed to prevent the NATION from utilizing its Indian Preference policy as permitted by Federal law.

12.2.2 Nondiscrimination: With regard to services it performs under this AGREEMENT, and all executed Task Orders, the NATION shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin, or handicap, except for a bona fide occupational qualification in the selection and retention of Nation Consultants, and the procurements of materials and leases of equipment. Provided, however, that the terms and provisions of this section shall not be construed to prevent the NATION from utilizing its Indian Preference policy as permitted by Federal law.

12.2.4 Information and Reports: The NATION shall provide all information and reports required by the Regulations, or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information related solely to the services completed under this AGREEMENT, and its facilities as may be determined by the WSDOT to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the NATION is in the exclusive possession of another who fails or refuses to furnish this information, the NATION shall so certify to the WSDOT or Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

12.2.5 Sanctions for Noncompliance: In the event of the NATION's noncompliance with the nondiscrimination provisions of this contract, the WSDOT shall impose such contract sanctions which it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the NATION under the AGREEMENT until compliance, and/or
- b. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

Section 13 Amendment

13.1 This AGREEMENT may be amended by mutually agreed upon written supplement. Changes to Task Orders made under this AGREEMENT shall be made in writing and signed by the WSDOT Agreement Manager and by an authorized NATION official.

Section 14 Assignment

14.1 The NATION shall not assign any of the services covered by this AGREEMENT without prior written approval of the WSDOT

Section 15 Legal Relations & Indemnification

15.1 NATION shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement. This Agreement shall be interpreted and construed in accordance with federal law.

15.2 To the maximum extent authorized by law, the PARTIES shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against a PARTY arising out of, in connection with, or incident another PARTY'S own negligent performance or failure to perform any aspect of this AGREEMENT; provided, however, that if such claims are caused by or result from the concurrent negligence of the PARTIES, their employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the PARTIES, their employees and/or officers. The PARTIES agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the PARTIES, by mutual negotiation, hereby waive, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW or applicable federal law.

15.3 The provisions of this Section shall survive the termination of this AGREEMENT.

Section 16 Remedies Cumulative

16.1 All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this AGREEMENT or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

Section 17 Dispute Resolution Process

17.1 **Applicable Law.** This AGREEMENT shall be governed by federal contract law.

17.2 **Stages of Dispute Resolution.** All disputes between the PARTIES under this AGREEMENT shall be subject to the dispute resolution procedures set forth in this paragraph. Should a dispute arise, the PARTIES agree to: (1) negotiate in good faith according to paragraph 17.3; (2) mediate according to paragraph 17.3.a.i, and if mediation does not resolve the dispute; (3) arbitrate pursuant to paragraph 17.3.a.iii. A mediation agreement or arbitration award may only be enforced pursuant to paragraph 17.4. All stated time frames for resolving disputes may be lengthened by mutual, written consent.

17.3 **Direct Discussions Regarding Disputes.** To initiate dispute resolution under this paragraph, the complaining PARTY will first submit a written complaint letter to the lead representative of the PARTY (as identified in paragraph 18.1, below) against whom a dispute is lodged, stating therein the nature of the dispute, the requested resolution, and the factual basis supporting the requested resolution. The responding PARTY will, within ten (10) business days of receiving the complaint letter, provide a written response, stating its agreement or disagreement with the nature of the dispute and the requested resolution. If the responding PARTY disagrees with the complaint or the proposed resolution, the written response must provide reasons for its disagreement and/or at least one alternate resolution and the factual basis supporting such resolution(s). Thereafter, the lead representatives of each PARTY will, for fifteen (15) business days, make a good faith attempt to resolve the dispute through one or more direct discussions.

- a. **Mediation and Binding Arbitration in the Event of Unsuccessful Direct Discussions.**
 - i. **Mediation.** Should direct discussions prove unsuccessful in resolving the dispute, either the complaining or any responding PARTY may make a written request for mediation before a single mediator in Olympia, Washington or at another place as the disputing Parties may agree in writing. The PARTIES may utilize the Judicial Arbitration and Mediation Services (JAMS) and will cooperate with one another in selecting a mediator from the JAMS panel of neutrals, and in scheduling the mediation proceedings. The PARTIES covenant that they will participate in the mediation in good faith, and that they will share equally in the cost of the mediation services. If the PARTIES cannot reach agreement on the

selection of the single mediator within fifteen (15) business days of the date the written request letter was received, the mediation will be administered by JAMS. The mediator shall have the power to establish a schedule for the mediation and determine a reasonable process by which mediation will occur. Notwithstanding anything else in this subparagraph, the PARTIES may elect by mutual agreement to forgo mediation and proceed to arbitration under subparagraph iii.

- ii. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the PARTIES, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the PARTIES, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- iii. **Arbitration in the Event of Unsuccessful Mediation.** If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the PARTIES may mutually agree in writing), the matter will be submitted to JAMS pursuant to the Comprehensive Arbitration Rules and Procedures of JAMS in effect at that time. The mediation may continue, if the PARTIES so agree, after the appointment of the arbitrators. Unless otherwise agreed by the PARTIES, the mediator shall be disqualified from serving as arbitrator in the case. Should direct discussions and mediation prove unsuccessful in resolving the dispute, either the complaining or responding PARTY may make a written request for binding arbitration in Olympia, WA or a mutually agreed upon location in writing, before a single arbitrator who is licensed to practice law in the United States and has experience in applicable contract law, Indian law and regulatory or commercial development issues.

If the PARTIES cannot reach agreement on the selection of the single arbitrator within fifteen (15) business days of the date the written request was received, the arbitration will be administered by JAMS. The arbitrator shall have the power to establish a schedule for the hearing, including preliminary discovery to the extent he or she deems necessary and proper under the circumstances, to make reasonable rules and issue orders necessary for a fair and efficient conduct of the hearing, and to conduct the hearing and administer oaths and affirmations. Each PARTY will pay for its own attorneys' fees and costs of arbitration. The substantially prevailing PARTY shall be entitled to reimbursement from the other PARTY of all moneys it paid to the arbitrator or related to the arbitration proceeding.

- iv. **Scope of Permissible Remedies.** An award by any arbitrator or any remedies contained in a mediation agreement under this AGREEMENT shall be limited to injunctive and declaratory relief. No monetary relief may

be awarded except for payments and reimbursement as provided in paragraphs 10.1, 10.4, 12, 23.3.a.i, 23.3.a.iii.

17.4 **Enforcement of Arbitration Award.** An award rendered by the arbitrator shall be final and not subject to appeal, and judgment upon the award may be entered and enforced in any court of competent jurisdiction. Any court enforcing an arbitration award may render judgment on the award and issue such orders as may be necessary to enforce such judgment. No court shall have jurisdiction to interfere in any way with any pending mediation or arbitration, nor alter or modify any final mediation agreement or arbitration award. No PARTY may seek from such court any provisional remedy pending appointment of the mediator/arbitrator or the mediator/arbitrator's rendition of the award. If necessary, orders to compel arbitration, enforce an award of an arbitrator, or provide for any necessary remedies in aid of arbitration may be sought from a federal court.

Section 18 Termination of Agreement

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

NATION:
President
Quinault Indian Nation
P.O. Box 189
Taholah, WA 98587

WSDOT:
Project Director
SR 520 Pontoon Construction Project
600 Stewart Street, Suite 520
Seattle, WA 98101

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

18.3 No payment shall be made for any services completed after ten (10) days following receipt by the NATION of the notice of termination. If the accumulated payment made to the NATION prior to notice of termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the NATION shall immediately reimburse the WSDOT for any excess paid.

18.4 If the services of the NATION are terminated by the WSDOT through the WSDOT Agreement Manager for default on the part of the NATION, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the WSDOT with consideration given to the actual costs incurred by the NATION in performing the services to the date of termination, the services originally required which was satisfactorily completed to date of termination, whether that is in a form or a type which is usable to the WSDOT at the time of termination; the cost to the WSDOT to employ another firm to complete the services required and the time which may be required to do so, and other factors which affect the value to the WSDOT of the services performed at the time of termination. Under no circumstances shall

payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

18.5 If it is determined for any reason that the NATION was not in default or that the failure to perform was not the result of NATION, its employees or NATION Consultant(s) negligence, the termination shall be deemed to be a termination for the convenience of the WSDOT in accordance with the provisions of this AGREEMENT.

18.6 Payment for any part of the services by the WSDOT shall not constitute a waiver by the WSDOT of any remedies of any type it may have against the NATION for any breach of this AGREEMENT by the NATION, or for failure of the NATION to perform services required of it by the WSDOT pursuant to an approved Task Order. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any further act or omission by the NATION.

Section 20 No Waiver of WSDOT's Rights

20.1 Neither the acceptance of services provided by the NATION by the WSDOT nor any payment for services provided, nor any extension of time, nor any possession taken by the WSDOT shall operate as a waiver of any portion of the AGREEMENT or any power herein reserved or any right to damages herein provided, or bar recovery of any money wrongfully or erroneously paid to the NATION. A waiver of any breach of the AGREEMENT shall not be held as a waiver of any other or subsequent breach.

Section 21 Records Retention

21.1 During the term of this Agreement and for a period not less than six (6) years from the date of final payment by WSDOT, the records and accounts pertaining each Task Order under this agreement performed by the NATION and accounting therefore are to be kept available for inspection and audit by Washington State and/or the federal government and copies of all records, accounts, documents, or other data pertaining to the Services provided by the NATION will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until said litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six- (6-) year retention period.

Section 22 Limited Waivers of Sovereign Immunity

22.1 WSDOT recognizes and respects the sovereignty and legal status of the NATION. WSDOT further recognizes that the NATION has and shall reserve all rights, powers and

remedies now or hereafter existing at law, in equity or by statute, Treaty or otherwise. This AGREEMENT is not intended to nor shall it be construed to diminish, increase or otherwise alter the rights and entitlements of the NATION.

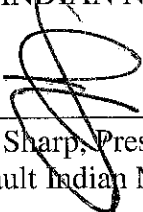
22.2 Provided that all of the following conditions are met, the NATION grants WSDOT a limited waiver of its sovereign immunity to be sued under an explicit provision of this AGREEMENT:

- a. The claim is made by WSDOT and not by any other party, whether an individual or an entity of any kind. The right to sue shall not be transferable.
- b. The claim alleges a default by the NATION of one or more specific duties owed to WSDOT that are expressly assumed by the NATION under the terms of this Agreement. No suit shall be had for any other reason.
- c. The claim seeks either:
 - i) specific performance by the NATION for compliance with the obligations or duties expressly assumed by the NATION pursuant to this AGREEMENT; or
 - ii) payment of a monetary judgment arising from a default of an explicit duty owed under the terms of this AGREEMENT including claims for damages to persons or property arising out of performance or non-performance under this AGREEMENT.
- d. Said claims shall be filed in federal court

22.3 No other provision in this AGREEMENT shall be deemed a waiver by the NATION of its sovereign immunity in any form, regardless of the terms used or material directly or indirectly referenced.

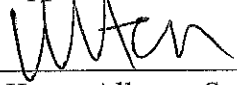
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date last signed by the PARTIES below.

QUINAULT INDIAN NATION

By: 
Fawn Sharp, President
Quinault Indian Nation

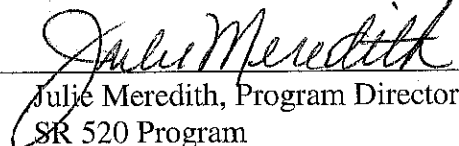
Date: 2/15/11

Approved as to form:

By: 
Karen Allston, Senior Assistant Attorney
General

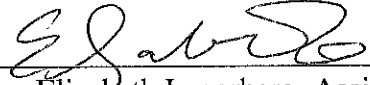
Date: 2/15/11

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

By: 
Julie Meredith, Program Director
SR 520 Program

Date: 2/25/11

Approved as to form:

By: 
Elizabeth Lagerberg, Assistant Attorney
General
Office of the Attorney General

Date: 3-3-2011

EXHIBIT A

GCA 6637

TASK ORDER _____

This Task Order is entered into between the Washington State Department of Transportation, hereinafter the "WSDOT", and the Quinault Indian Nation, hereinafter the "NATION", collectively "PARTIES" and individually "PARTY".

WHEREAS, Agreement GCA 6637, was entered into and between the WSDOT and the NATION on February 14, 2011; and

WHEREAS, Agreement GCA 6637 allows the WSDOT to assign specific tasks to the NATION which are necessary to ensure the conservation, preservation, and protection of sensitive resources; and

WHEREAS, the PARTIES wish to enter into a Task Order detailing the mutual responsibilities required to ensure said conservation, preservation, and protection; and

NOW, THEREFORE, by virtue of RCW 39.34 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached an incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1 General

1.1 Agreement GCA 6637 is incorporated and by this reference made part of this Task Order A-1 as if fully set forth herein.

Section 2 Scope of Work

2.1 The NATION agrees to perform the work and provide any deliverables described in Attachment A, Scope of Work, of this Task Order.

Section 3 Payment

3.1 The STATE, in recognition of the faithful performance of the work by the NATION, agrees to reimburse the NATION in accordance with Section 6 of GCA 6637. The maximum amount payable under this Task Order is \$_____.

3.2 An estimate of costs for the work, marked Attachment B, is attached hereto and by this reference made a part of this Task Order.

3.3 The NATION shall submit requests for and make payment to the STATE in accordance with Section 6 of GCA 6637.

3.4 The STATE agrees to make payment for Services completed by the NATION within thirty (30) calendar days from the date the invoice is received by the STATE.

3.5 The NATION agrees to submit a final invoice to the STATE within ninety (90) calendar days after the NATION has completed the work or this Task Order is terminated, whichever comes first.

Section 4 Effectiveness and Duration

4.1 This Task Order is effective upon execution by both PARTIES and will remain in effect until _____, unless otherwise amended or terminated.

Section 5 Termination

5.1 This Task Order may be terminated by either PARTY upon 30 days advanced written notice. In the event of termination, payment will be made to the NATION for work completed and billed as of the effective date of termination.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Task Order as of the latest date written below.

QUINAULT INDIAN NATION

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

NAME
TITLE

NAME
TITLE

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

NAME
TITLE

NAME
TITLE