Yakama Nation Construction Contract Template – Example

CONSTRUCTION SERVICES AGREEMENT

BETWEEN

THE YAKAMA NATION

AND

Contractor
Address
Address

THIS AGREEMENT is entered into on the date shown below between the Yakama Nation and contractor (hereinafter "Contractor").

1. TERM

The period of this agreement will be from date to date.

2. PERFORMANCE

The Contractor agrees to perform the services set forth in the attached scope of work, Exhibit "A," which is incorporated by reference in this agreement.

3. COMPENSATION

The Yakama Nation agrees to compensate the Contractor for services provided in the amounts and under the terms and conditions set forth below. [The nature and payment of compensation depends on the type of contract, e.g. fixed fee/lump sum, fixed fee part payment, time and materials, cost plus fixed fee, etc.]

4. PAYMENT OF COMPENSATION

Invoicing also depends on the type of contract; different provisions are appropriate depending on whether partial payments are authorized. Partial payments of flat fee contracts depend on the creation of a schedule of values or a price list. Payment will be made as set in Exhibit C.

5. PROPERTY DEVELOPED BY CONTRACTOR

The Contractor agrees that it will retain no interest in the information, data, proposals, papers, copyrights, patents, or any other material or property developed, discovered, invented, and/or accumulated by the Contractor in connection with the performance of this agreement. Subject to applicable law, the Contractor shall turn over such information, data, proposals, papers, copyrights, patents, discoveries, inventions, and other material or property to the Yakama Nation upon the expiration or termination of this agreement or upon request.

6. PUBLICATION OF INFORMATION

The dissemination or publication of documents, information material or other property developed or generated by the contractor during the course of this agreement shall require the written approval of the Yakama Nation. This paragraph shall not be construed to prohibit or impair the transfer of information contemplated by paragraphs 4, 5 and 6 above.

7. ACCESS TO RECORDS, PERSONNEL AND FACILITIES

Subject to applicable law, the Yakama Nation will provide the Contractor access to its personnel, facilities, and records necessary to the performance of this agreement.

8. INDEPENDENT CONTRACTORS

At all times during the course of this agreement, the Contractor shall act as an independent contractor, and shall not receive any benefits to which employees of the Yakama Nation are entitled. Unless expressly agreed to herein, the Yakama Nation shall not be responsible for the payment of any taxes, permits, licenses or other expenses incurred by the Contractor during the performance of this agreement.

9. SUBCONTRACTING

The Contractor shall not hire a subcontractor to perform the services contemplated by this agreement without express prior written consent. Award of this contract based on a bid or proposal naming specific subcontractors and identifying the portions of the work to be performed by the subcontractors shall constitute prior written consent to the hiring of the named subcontractor(s). Subcontractor selection and subcontractor employment shall be subject to applicable TERO and Indian Preference requirements.

10. ASSIGNMENT OF INTEREST

The Contractor shall not assign its interest in this contract, or any part thereof, including its right to receive payment for services performed, to another party.

11. INDEMNIFICATION

The Contractor shall hold harmless and indemnify the Yakama Nation and its officers and employees against any and all losses, costs, damages, expenses or other liabilities whatsoever, arising out of or connected with, directly or indirectly, the Contractor's performance of its duties under this agreement, including, but not limited to, accidents or injuries to persons or property.

12. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(l) Conditions bearing upon transportation, disposal, handling, and storage of materials;
(2) The availability of labor, water, electric power, and roads;
(3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
(4) The conformation and conditions of the ground; and
(5) The character of equipment and facilities needed preliminary to and during work performance.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Yakama Nation and information available to the public from local government agencies, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for properly estimating the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Yakama Nation.

B. The Yakama Nation assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Yakama Nation. Nor does the Yakama Nation assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

13. PHYSICAL DATA

Data and information furnished or referred to below is for the Contractor's information. The Yakama Nation shall not be responsible for any interpretation of or conclusion drawn from the data or information made available to the Contractor. Further, the Yakama Nation specifically does not warrant construction methodology which may be included in such documents.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **inspection of the site.**(insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels).

(b) _____n/a_____ (insert other pertinent information).

14. SCHEDULE FOR CONSTRUCTION

A. Unless the construction schedule is specifically addressed elsewhere in this agreement, the Contractor shall, within five days after the work commences on the contract or another period of time determined by the Yakama Nation, prepare and submit to the Yakama Nation three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion each week during the contract period. If the Contractor fails

to submit a schedule within the time prescribed, the Yakama Nation may withhold approval of progress payments until the Contractor submits the required schedule. Should the Contractor fall behind its schedule, a revised schedule shall be forwarded with the next Contractor's request for progress payment. Additional schedules shall be furnished to the Yakama Nation as soon as practicable if so requested.

B. With any and each partial payment request, the Contractor shall submit a copy of the last submitted schedule annotated to indicate actual progress made to date. If at any time, in the opinion of the Yakama Nation, the Contractor has fallen behind the schedule to an extent which would jeopardize timely completion, the Contractor shall take the steps necessary to improve its progress, including those that may be required, to enable timely completion without additional cost to the Yakama Nation. Such steps may include, but are not limited to, increasing the number of shifts, the amount of overtime, days of work per week, and/or the amount of construction plant being utilized. The Contractor shall submit any supplementary schedules the Yakama Nation deems necessary to demonstrate how the rate of progress necessary for timely completion will be regained.

C. Failure of the Contractor to comply with the requirements of the Yakama Nation under this clause shall be grounds for a determination by the Yakama Nation that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Yakama Nation may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

15. DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Yakama Nation of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent to the type of work provided for in the contract. Unless specifically identified in the contract, discoveries of archaeological or historical remains such as graves, fossils, skeletal materials and artifacts protected by the Archaeological Resources Protection Act (36 CFR 1214) are considered type 2 conditions.

16. LAYOUT OF WORK

The Contractor shall lay out its work from the Yakama Nation-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for the execution of the work to the lines and grades that may be established or indicated by the Yakama Nation. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Yakama Nation until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Yakama Nation may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

17. SPECIFICATIONS, DRAWINGS AND MATERIAL SUBMITTALS

A. Omissions from the drawings and specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work. They shall be performed as if fully and correctly set forth and described in the drawings and specifications.

B The Contractor shall check all drawings furnished by the Yakama Nation prior to starting work and shall promptly notify the Yakama Nation of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work, and will be responsible for any errors which might have been avoided thereby.

18. MATERIAL AND WORKMANSHIP

A. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. Use of recycled materials for the manufacture of such products is encouraged. Equipment, material, or articles specified by trade name, make, or catalog number, shall be provided. Equivalent items are not acceptable unless specifically authorized in the specification.

B. All work under this contract shall be performed in a skillful and workmanlike manner. The Yakama Nation may require, in writing, that the Contractor remove from the work any employee the Yakama Nation deems incompetent, unsafe, or otherwise objectionable.

19. SUPERINTENDENCE BY THE CONTRACTOR

At all times during performance of this contract, and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Yakama Nation and has authority to act for the Contractor.

20. PERMITS AND RESPONSIBILITIES

Unless otherwise provided in this contract, the Contractor shall, without additional expense to the Yakama Nation, be responsible for obtaining any necessary licenses and permits, and for complying with any Yakama Nation, federal, state, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

21. OTHER CONTRACTS

The Yakama Nation may undertake or award other contracts for additional work, or may utilize in-house construction forces, at or near the site of the work. The Contractor shall fully cooperate

with such other contractors and the Yakama Nation employees, and carefully adapt scheduling and performance of the work under this contract to accommodate simultaneous performance, heeding any direction that may be provided by the Yakama Nation. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractors or by the Yakama Nation employees.

22. USE AND POSSESSION PRIOR TO COMPLETION

The Yakama Nation shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Yakama Nation shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Yakama Nation intends to take possession of or use. However, failure of the Yakama Nation to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Yakama Nation's possession or use shall not be deemed an acceptance of any work under the contract.

23. CLEANING UP

A. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the owner of the underlying real property. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Yakama Nation.

B. Unless specifically set forth in the contract, the Contractor shall not burn any material on site, on the right-of-way or on the access roads to the sites. All material and debris shall be hauled to an appropriate disposal site.

24. ROAD MAINTENANCE

The Contractor shall maintain all roads used by it, and upon completion of the job shall leave them in as good a condition as when first used. A road grading machine - not a bulldozer - shall be used for maintenance and final grading. In no event shall the Contractor interfere with the property owner's use of roads existing prior to the Contractor's entry.

25. STOP WORK ORDER

A. The Yakama Nation may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Yakama Nation determines appropriate for the convenience of the Yakama Nation.

B. The contractor shall immediately comply with the Yakama Nation's order and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order.

26. PROTECTION OF EXISTING VEGETATION, STRUCTURES, AND IMPROVEMENTS

A. The Contractor shall preserve and protect all structures, equipment, utilities, other improvements, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required

under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workers, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Yakama Nation's representative.

B. If the Contractor fails or refuses to repair the damage promptly, the Yakama Nation may have the necessary work performed and charge the cost to the Contractor.

27. INSURANCE

A. The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract.

(1) *Workers' compensation and employer's liability*. Contractor is required to comply with applicable Federal and State workers compensation and occupational disease statutes. Employer's liability coverage of at least $100,000 shall be required.

(2) *General liability.* Contractor shall provide general liability insurance of at least $1,000,000 per occurrence. Any policy aggregate limits which apply, shall be modified to apply to each location and project. The policy shall name the Yakama Nation, its officials, officers, employees and agents, as insureds with respect to the contractor's performance of services.

(3) *Automobile liability.* The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least $1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles. The contractor's policy shall be primary to any insurance of the Yakama Nation.

(4) *Environmental impairment liability.* The contractor shall provide environmental impairment liability insurance of at least $1,000,000 per occurrence. Such insurance will include coverage for the clean up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name the Yakama Nation, its officials, officers, employees and agents as insured. The contractor's policy shall be primary to any insurance of the Yakama Nation.

B. The Contractor may, with the approval of the Yakama Nation, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

C. Before commencing work under this contract, the Contractor shall provide to the Yakama Nation certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify the contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to the Yakama Nation at least 30 days before the effective date. In addition, the contractor shall provide certificates as the policies are renewed throughout

the period of the contract. If the contractor's insurance does not cover the subcontractors involved in the work, the contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.

28. INSPECTION - SERVICES AND CONSTRUCTION

A. The Yakama Nation may inspect the work called for by the contract at any time and place. The Yakama Nation will perform inspections in a manner that will not unduly delay the work.

B. If any of the services do not conform with contract requirements, the Yakama Nation may require the Contractor to perform the services again in conformity with the contract at no cost to the Yakama Nation. When the defects in services cannot be corrected by re-performance, the Yakama Nation may deduct from the contract payments an amount which reflects the reduced value of the services performed.

C. Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this contract.

D. If the Contractor does not promptly replace or correct rejected work, the Yakama Nation may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, and may (2) terminate for default the Contractor's right to proceed.

Unless otherwise specified in the contract, acceptance by the Yakama Nation will be in writing and shall be made as promptly as practicable after completion and inspection of all work required by the contract or that portion of the work the Yakama Nation determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Yakama Nation's rights under any warranty or guarantee.

29. WARRANTY - CONSTRUCTION

A. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

B. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Yakama Nation takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Yakama Nation takes possession.

C. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Yakama Nation-owned or controlled real or personal property, when that damage is the result of

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

D. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

E. The Yakama Nation shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

F. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Yakama Nation shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

G. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Yakama Nation, if directed by the Yakama Nation; and

(3) Enforce all warranties for the benefit of the Yakama Nation, if directed by the Yakama Nation.

H. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Yakama Nation nor for the repair of any damage that results from any defect in Yakama Nation-furnished material or design.

(i) This warranty shall not limit the Yakama Nation 's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

30. FEDERAL, STATE AND LOCAL TAXES

The contract price shall include all applicable Federal, State, and local taxes and duties.

31. TERMINATION FOR THE CONVENIENCE OF THE YAKAMA NATION

A. The Yakama Nation may terminate all or any part of this contract, at any time, upon written notice to the contractor. Upon receipt or the termination notice, the contractor shall stop work on the terminated portion of the contract.

B. The contract amount shall be revised as a result of termination under this clause. [On fixed-price contracts the revised amount shall not exceed the pre-termination contract price plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination plus termination expenses plus an adjustment of the fee on the terminated portion of the contract.] No payment will be made for

anticipated profits on the terminated portion, or consequential damages, of the contract. The contractor shall submit a settlement proposal within 30 days of the notice of termination.

32. TERMINATION OF AGREEMENT

The Yakama Nation may terminate this agreement, without cause, upon 30 days written notice or sooner. Upon such termination, the liability of the parties for the further performance of this agreement shall cease, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination.

The Yakama Nation may terminate this agreement at any time in the event of a breach or violation of any of the terms and provisions of this agreement. Upon such breach, violation, or termination of this agreement, the Yakama Nation, to the extent permitted by applicable law, shall be entitled to enforce its rights under this Agreement, and recover its court costs and reasonable attorney's fees, as determined by the court. The foregoing shall not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to the Yakama Nation, including, but not limited to, the right to contract with other qualified persons to complete the performance of services identified in or contemplated by this agreement.

33. FORCE MAJEURE

This agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire regulations, the actions of any government, including funding and/or budgetary decisions, and other circumstances which are beyond the control of the parties. If the terms and conditions of this agreement are unable to be performed as a result of any cause of force majeure, then this agreement shall be void, without penalty to any party for such non-performance.

34. SEVERABILITY

If any term or provision of this agreement is held invalid, the remaining provisions shall not be affected and shall remain in full force and effect.

35. NOTICE

Notice to the Contractor shall consist of a letter, delivered postage prepaid, addressed to:

Contractor
Address
Address

Notice to the Yakama Nation shall consist of a letter, delivered postage prepaid, addressed to:

JoDe L Goudy, Chairman
Yakama Tribal Council
PO Box 151
Toppenish, WA 98948

and a copy to the Yakama Nation's designated representative.

36. SUPERVISION OF CONTRACT/DESIGNATED REPRESENTATIVE

The Contractor shall act under the supervision of the following designated representative (s) of the Yakama Nation in performing services under this agreement: Brandon Rogers and.

37. COMPLIANCE PROVISIONS

A. Discrimination

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

B. Indian Preference

Notwithstanding the provisions of paragraph 39 (A) above, for all work performed under this agreement, the Contractor shall give preference in employment, including subcontracts there under, to 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 Indian preference requirements established by the Yakama Nation to the extent that such requirements are consistent with the purpose and intent of this paragraph.

38. APPLICABLE LAW

The Contractor shall comply with the laws of the Yakama Nation and all applicable Federal laws and regulations, including the Davis Bacon Act and related federal labor law requirements associated with federally funded construction projects.

39. DISPUTE RESOLUTION

In the event a dispute arises between the Contractor and the Yakama Nation relating to the performance or interpretation of this agreement, the aggrieved party shall submit the matter, in writing, to the Chairman of the Yakama Tribal Council within ten (10) days of its occurrence. A copy of the aggrieved party's submission shall be served upon the other party. The Chairman shall immediately convene a meeting of the parties, which shall be held in Toppenish, Washington, to resolve the matter. The decision of the Chairman shall be final and binding upon both parties.

Nothing herein this paragraph shall operate to prohibit the Yakama Nation from enforcing its rights under this agreement in a court of appropriate jurisdiction. The Yakama Nation may at its

own election seek recovery of monetary damages from the Contractor's breach of any terms in this agreement in a federal and state court of competent jurisdiction.

40. SOVEREIGN IMMUNITY

The Yakama Nation, by entering into this agreement, does not waive its sovereign immunity from suit. This agreement shall be governed by the laws of the Yakama Nation except as otherwise expressly provided herein, and shall become effective on the first day written above.

41. ADDITIONAL SERVICES

Except as otherwise provided in this contract, no payment for additional services shall be made unless such services and the price therefore have been requested and authorized in advance in writing by the Yakama Nation.

42. CHANGES TO THE CONTRACT

This agreement may be modified or amended only by mutual agreement of the parties in writing and signed by each of the parties hereto.

43. ENTIRE AGREEMENT

This agreement incorporates all the agreements, covenants and understandings between the parties. No agreement or understanding, verbal or otherwise, of the parties regarding their responsibilities under this contract shall be valid or enforceable unless embodied in this agreement.

Compensation under this contract is dependent upon availability of funds to the Yakama Nation under Intergovernmental Contract between the Bonneville Power Administration and the Yakama Nation, the contract clauses of which are attached hereto and incorporated by reference herein. In addition to compliance with the other terms of this contract, Contractor shall comply with all requirements set forth in the contract clauses that are applicable to subcontractors by its terms. The contract agreement between Yakama Nation and Bonneville Power Administration shall be attached when fully executed.

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION	**CONTRACTOR:**
_____	_____
JoDe L Goudy, Chairman Date **Yakama Tribal Council**	**Contractor Date** **EIN ##**