

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PROJECT: Dungeness River Nature Center (DRNC) Microgrid Resilience Project

OWNER: Jamestown S'Klallam Tribe ("Tribe" or "Owner")

CONTRACTOR: [Insert Contractor Name] ("Contractor")

DATE OF AGREEMENT: [Insert Date]

This Agreement is made and entered into by and between the Owner and the Contractor for the mutual consideration stated herein.

ARTICLE 1: THE WORK

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. The Work includes all labor, materials, equipment, permitting, testing, and commissioning required to install a fully functional Photovoltaic (PV) and Battery Energy Storage System (BESS) at the Dungeness River Nature Center.

ARTICLE 2: TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 Commencement: The Work shall commence within [Insert Number] days of the Owner issuing a formal Notice to Proceed.

2.2 Substantial Completion: The Contractor shall achieve Substantial Completion of the entire Work not later than **[Insert Target Date, e.g., May 1, 2027]**, subject to adjustments of this Contract Time as provided in the Contract Documents.

2.3 Liquidated Damages: Time is of the essence. If the Contractor fails to achieve Substantial Completion within the Contract Time, the Contractor shall be liable for Liquidated Damages in the amount of **\$500.00 per calendar day** until Substantial Completion is achieved.

ARTICLE 3: CONTRACT SUM

The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **[\$Insert Amount]**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4: CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and the following exhibits, which are incorporated herein by reference. In the event of a conflict between these documents, the order of precedence shall be exactly as listed below:

1. **00_Base_Contract_Agreement:** This Standard Form of Agreement and any approved Change Orders.
2. **Exhibit A:** Washington State Department of Commerce Grant Agreement (No. 25-95302-002) Terms and Flow-Down Conditions.
3. **Exhibit B:** General Conditions for Washington State Facility Construction (Unmodified Base Document).
4. **Exhibit C:** Project Technical Specifications and Engineering Drawings, consisting of the exact following files:
 - C.1: Technical Specifications (2026-07-02 DRNC Microgrid - Bid Set - Specs.pdf)
 - C.2: Electrical Drawings (2026-07-02 DRNC Microgrid - Bid Set - Electrical.pdf)
 - C.3: Structural Drawings (2026-07-06 DRNC Microgrid - Bid Set - Structural Addendum.pdf)
5. **Exhibit D:** The Request for Proposals (RFP) issued July 09, 2026.
6. **Exhibit E:** The Contractor's Bid Proposal, dated [Insert Date].

ARTICLE 5: SUPPLEMENTAL CONDITIONS

The following Supplemental Conditions modify, change, delete from, or add to the General Conditions for Washington State Facility Construction (Exhibit C). Where any Article of the General Conditions is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

5.1 Definition of Terms: Wherever the terms "State," "State of Washington," "Agency," or "Public Body" appear in the General Conditions, they shall be understood to mean "Jamestown S'Klallam Tribe."

Wherever the term "Owner" is used, it shall mean the Jamestown S'Klallam Tribe.

5.2 Grant Compliance: This project is funded by the Washington State Department of Commerce under the Tribal Clean Energy Grants program. The Contractor agrees to comply with all reporting, prevailing wage, and performance standards required by Exhibit B.

5.3 Retainage: In accordance with standard practice and grant requirements, Owner shall withhold a retainage of **[Insert percentage, e.g., 5%]** from each progress payment until Final Acceptance of the Work.

5.4 Dispute Resolution:

Any dispute resolution procedures referencing State of Washington courts or specific county venues in the General Conditions are hereby amended to state that disputes shall be resolved through good-faith negotiation, followed by mediation, and ultimately arbitration, with venue and jurisdiction mutually agreed upon, while strictly preserving the sovereign immunity of the Jamestown S'Klallam Tribe.

ARTICLE 6: SIGNATURES

This Agreement is entered into as of the day and year first written above.

OWNER: JAMESTOWN S'KLALLAM TRIBE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR: [CONTRACTOR COMPANY NAME]

Signature: _____

Printed Name: _____

Title: _____

Date: _____