



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 06-40
Of the
SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises, and its agencies by authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

WHEREAS, the Squaxin Island Tribal Council desires to upgrade its existing wastewater system to accommodate the growing governmental and residential needs in Indian country; and

WHEREAS, one step in the process of upgrading the wastewater system is to prepare the site for a wastewater reuse facility (“WRF”); and

WHEREAS, Tribal Council previously approved a Contract for Services dated May 4, 2006 with Richard L. Martin, Inc. to perform certain site preparation services related to the WRF project; and

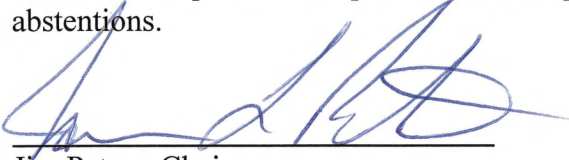
WHEREAS, additional site preparation services are needed related to the WRF project;
NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby approves Addendum 1 to the Richard L. Martin, Inc. Contract for Services (as attached)

including revisions included in that Addendum 1 to the limited waiver of sovereign immunity contained in the Contract for Services.

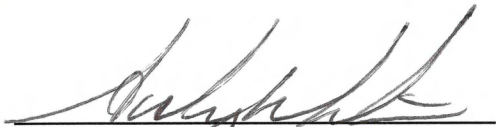
NOW THEREFORE BE IT FINALLY RESOLVED, that the Executive Director is hereby authorized to execute the Addendum 1 on behalf of the Squaxin Island Tribe and is further authorized to do any and all acts necessary to implement and/or perform the Contract.

CERTIFICATION

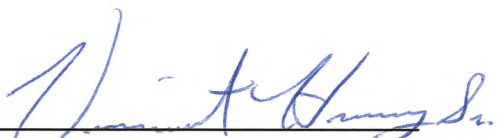
The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at a special meeting of the Squaxin Island Tribal Council, held on this 15th day of May, 2006 at which time a quorum was present and was passed by a vote of 4 for and 0 against with 0 abstentions.



Jim Peters, Chairman



Andy Whitener, Vice Chairman

Attested by: 

Vince Henry, Sr., Secretary

**ADDENDUM 1
TO CONTRACT FOR SERVICES DATED MAY 4, 2006**

By agreement of the parties, this Addendum #1 is made a part of the Contract for Services dated May 4, 2006 between the Squaxin Island Tribe and Richard L. Martin, Inc. To the extent that any term of this Addendum #1 conflicts with the terms of the Contract, the terms of this Addendum #1 supersede the terms of the Contract.

By this Addendum #1, the Contract is modified as follows:

1. The following are work tasks are added to the scope of work described in Exhibit A to the Contract:
 - a. Soils Exploration – Provide operated equipment, labor, materials, and subcontracted work to pothole at the location of the aeration basins and geotechnical engineering services including field observation, laboratory testing, and preparation of a Subsurface soils investigation report through Geotechnical Testing Laboratory. This work will provide confirmation of structural engineering assumptions and preliminary information about any possible need for dewatering of soils during construction of the WRP facility.
 - b. Temporary Utilities – Provide operated equipment, labor, materials, and subcontracted work to bring temporary power and either a temporary or permanent source of potable water to the jobsite.
 - c. Additional Site Preparation – Provide operated equipment, labor, materials, and subcontracted work to remove and dispose of slash, stumps and debris by grinding or hauling offsite as directed the Tribe’s representative
 - d. Project management services – Provide services to help facilitate an expeditious start to the WRP project. This will include, but not be limited to: prequalifying and soliciting subcontractors and suppliers, reviewing construction documents, providing temporary jobsite office and storage facilities, providing legal services connected with contract development, and attending meetings.
2. The Contract Price identified in section 2.1 of the Contract shall be increased to One Hundred Thousand Dollars (\$100,000.00). No other changes are made to section 2.1 of the Contract.
3. The completion date in section 4 of the Contract shall be changed to June 9, 2006.
4. Section 10.2.2 of the Contract shall be deleted and replaced with the following provision: “The waiver of sovereign immunity expressed herein is limited to One Hundred Forty Thousand Dollars (\$140,000.00).”

No other changes are made to the Contract.

IN WITNESS WHEREOF, the parties have executed this Addendum this ___ day of May, 2006.

SQUAXIN ISLAND TRIBE

CONTRACTOR

By: [Signature]
Title: _____

By: RICHARD L. MARTIN, INC
Title: President