



# Washington State Liquor Control Board

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## PARTIES

This Contract ("Contract") is entered into by and between the Washington State Liquor Control Board, an agency of Washington State government ("WSLCB") located at 3000 Pacific Avenue SE Olympia, WA 98504, and International Undercover Training and Consulting LLC, licensed to conduct business in the state of Washington ("Contractor"), located at PO Box 2081, North Bend WA 98045.

Contractor Name	International Undercover Training and Consulting, LLC
Contact	David Redemann
Address	PO Box 2081, North Bend WA 98045
Phone	(206) 484-1596
Email	<a href="mailto:Dave@Undercover.org">Dave@Undercover.org</a>
Fed ID	01-0947789
UBI	602-990-791
OMWBE	

## PURPOSE

Contractor shall provide "Physical Surveillance" training to the WSCLB's Enforcement Division, Law Enforcement Officers (LEOs) at various locations around Washington State.

## SCOPE OF WORK

Contractor shall provide three (3), four (4) day training courses on "Physical Surveillance" to a maximum of (26) twenty-six LEO's at each of the following dates and locations:

Class 1: April 21 – 24, 2014, Criminal Justice Training Commission, 19010 1<sup>st</sup> Ave So, Burien WA 98148

Class 2: June 23 – 26, 2014, Moses Lake (TBD)

Class 3: July 7 -10, 2014, Criminal Justice Training Commission, 19010 1<sup>st</sup> Ave So, Burien WA 98148

The training will consist of classroom and hands on practical exercises. The Contractor shall provide all necessary training materials, equipment and props for all students. The WSCLB shall provide radios and radio frequencies.

## PERIOD OF PERFORMANCE

The period of performance under this contract shall be begin on April 21, 2014 through July 11, 2014, unless terminated sooner as provided herein.

## COMPENSATION AND PAYMENT

The WSCLB shall pay an amount not to exceed **\$32,000.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work, this includes all expenses payable to Contractor under this contract:

DELIVERABLES	PROPOSED SCHEDULE	COST
Class 1	April 21 – 24, 2014	\$10,000
Class 2	June 23 – 26, 2014	\$12,000
Class 3	July 7 – 10, 2014	\$10,000
TOTAL COST OF ENTIRE CONTRACT NOT TO EXCEED		\$32,000.00

## BILLING PROCEDURES

The WSLCB will pay Contractor upon receipt of monthly invoices which shall be submitted to [hqsupply@liq.wa.gov](mailto:hqsupply@liq.wa.gov). Each invoice shall be identified with the following items:

- **Contract #K535**
- The Vendor's Statewide (SWV) registration number assigned by OFM
- Shall be in U.S. dollars
- Identify all applicable prompt payment and/or volume discount(s).
- Each invoice shall describe and document, to the WSLCB'S satisfaction, a description of the goods provided and/or work performed.

Payment shall be considered timely if made by the WSLCB within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Vendor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by WSLCB and be redeemable in U.S. dollars. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Vendor.

The WSLCB may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the WSLCB.

## ASSURANCES

The WSLCB and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

Contractor affirms that the system used for the completion of all things necessary to complete the scope of work has been successfully demonstrated on previous occasions for similar events over several years. The WSLCB understands however, that as with all technology, there exists the possibility that circumstances not reasonably foreseeable by, or beyond the control of, Contractor, may prevent Contractor from delivering all of the elements listed in the Scope of Work above.

In the event of unforeseen circumstances, Contractor shall make every reasonable effort to remedy the situation, up to and including providing the WSLCB with the required information via means other than interactive polling. Should those efforts not succeed; the WSLCB shall not be obligated to pay Contractor for this project. The WSLCB agrees that Contractor will not be responsible for any consequential damages resulting from any such failures.

## ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – Statement of Work
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

## ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

## CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**APPROVAL**

This contract shall be subject to the written approval of the WSLCB’s authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

<b>Contract Manager for CONTRACTOR is:</b>	<b>Project Manager for WSLCB is:</b>
David Redemann PO Box 2081 North Bend WA 98045 (206) 484-1596 <a href="mailto:dave@undercover.org">dave@undercover.org</a> □	Lieutenant Kandra Tinnerstet 3000 Pacific Avenue SE Olympia WA 98504 Phone: (360) 664- 4541 Cell: (360) 448-8486 E-mail address: <a href="mailto:kjord@liq.wa.gov">kjord@liq.wa.gov</a>

THIS CONTRACT # K535, consisting of 9 pages, is executed by the persons signing below who warrant that they have the authority to execute the contract.

<b>For Contractor:</b>		<b>Project Manager for WSLCB:</b>	
<hr/>		<hr/>	
<i>(Contractor Authorized Signature)</i>	<i>(Date)</i>	<i>(Signature)</i>	<i>(Date)</i>
<b>Contractor</b>	International Undercover Training and Consulting, LLC.	<b>Title:</b>	Lieutenant
<b>Print Name</b>	David Redemann	<b>Print Name</b>	Kandra Tinnerstet
<b>Telephone No.</b>	(206) 484-1596	<b>Telephone No.</b>	(360) 664-4541
<b>Email:</b>	<a href="mailto:dave@undercover.org">dave@undercover.org</a>	<b>Email:</b>	<a href="mailto:kjord@liq.wa.gov">kjord@liq.wa.gov</a>
<b>Authorizing Manager Approval</b>			
<b>Print Name:</b>	John Farley	<b>Date:</b>	
<b>Signature:</b>		<b>Email:</b>	<a href="mailto:jfs@liq.wa.gov">jfs@liq.wa.gov</a>
		<b>Phone:</b>	(360) 664-4526

**ATTACHMENT A  
GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

Agent	Shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
Contractor	Shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
Subcontractor	Shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
WSLCB	Shall mean the agency whose mission is to promote public safety by preventing the misuse of alcohol and tobacco through controlled retail and wholesale distribution, licensing, regulation, enforcement and education.

**ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the WSLCB.

**AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the WSLCB.

**ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

**CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**

The Contractor shall not use or disclose any information concerning the WSLCB, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the WSLCB, or as may be required by law.

**CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the WSLCB may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the WSLCB shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the WSLCB provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The WSLCB shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent.

1. The request for a dispute hearing must:
  - be in writing;
  - state the disputed issue(s);
  - state the relative positions of the parties;
  - state the Contractor's name, address, and contract number; and
  - be mailed to the Agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

## DUPLICATE PAYMENT

The WSLCB shall not pay the Contractor, if the Contractor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

## GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

## INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the WSLCB. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the WSLCB or of the state of Washington by

reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

#### INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WSLCB may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The WSLCB may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the WSLCB under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

#### LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

#### LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

#### NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the WSLCB. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

#### NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

#### PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the WSLCB or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the WSLCB for any damages related to the Contractor's unauthorized use of personal information.

#### PUBLICITY

The Contractor agrees to submit to the WSLCB all advertising and publicity matters relating to this Contract wherein the WSLCB's name is mentioned or language used from which the connection of the WSLCB's name may, in the WSLCB's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the WSLCB.

#### RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the WSLCB, personnel duly authorized by the WSLCB, the Office of the State Auditor, and federal

and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

#### RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the WSLCB, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

#### SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the WSLCB may terminate the contract under the "Termination for Convenience" clause, without the 10 day notice requirement, subject to renegotiation at the WSLCB's discretion under those new funding limitations and conditions.

#### SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

#### SITE SECURITY

While on WSLCB premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

#### TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

#### TERMINATION FOR CAUSE

In the event the WSLCB determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the WSLCB has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the WSLCB shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The WSLCB reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the WSLCB to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the WSLCB provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

#### TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the WSLCB may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the WSLCB shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

#### TERMINATION PROCEDURES

Upon termination of this contract, the WSLCB, in addition to any other rights provided in this contract, may require the Contractor to deliver to the WSLCB any property specifically produced or acquired for the performance of such part of

this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The WSLCB shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the WSLCB, and the amount agreed upon by the Contractor and the WSLCB for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the WSLCB, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the WSLCB. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The WSLCB may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the WSLCB against potential loss or liability.

The rights and remedies of the WSLCB provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the WSLCB, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the WSLCB has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the WSLCB and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the WSLCB;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the WSLCB has or may acquire an interest.

#### TREATMENT OF ASSETS

- A. Title to all property furnished by the WSLCB shall remain in the WSLCB. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the WSLCB upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the WSLCB upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the WSLCB in whole or in part, whichever first occurs.
- B. Any property of the WSLCB furnished to the Contractor shall, unless otherwise provided herein or approved by the WSLCB, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the WSLCB which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any WSLCB property is lost, destroyed or damaged, the Contractor shall immediately notify the WSLCB and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to the WSLCB all property of the WSLCB prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

#### WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the WSLCB.