

Smith River Rancheria

140 Rowdy Creek Rd, Smith River, CA 95567-9525
Ph: (707) 487-9255 Fax: (707) 487-0930

Project: Smith River Rancheria Wastewater Infrastructure Design and Construction Phase Services

Owner:

Smith River Rancheria
140 Rowdy Creek Road
Smith River, California 95567
(707) 487-9255
Fax: (707) 487-0930

Date: July 27, 2010

LACO Associates
21 W 4th Street
Eureka, CA 95501
Attn: Robert Ulibarri

Your firm is invited to submit a Bid under seal to the Owner to design and prepare construction contract documents for the Tribe's Wastewater Infrastructure Project to extend the wastewater collection system located at Smith River, CA. The Owner will receive Bids until 5:00 PM local time on the 30th day of August, 2010.

The Consultant services contract is expected to be awarded by October 1, 2010 and contract documents completed by January 31, 2011.

Preference in the award of this Contract shall be given to Indian and Alaskan Native organizations and economical enterprises. The Owner may give preference to a 51 percent Indian-owned economic enterprise so long as the bid by this enterprise does not exceed the lowest bid submitted by more than five (5) percent.

Your Bid will be required to be submitted under a condition of irrevocability for a period of 60 days after the actual date of the bid opening.

The Owner reserves the right to accept or reject any or all Bids.

Smith River Rancheria

per:

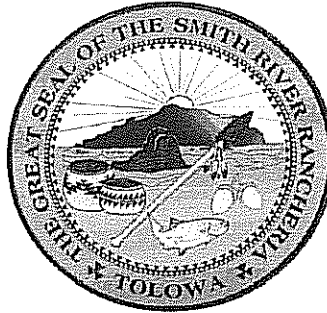
A handwritten signature in cursive script, appearing to read "Russ Crabtree".

Russ Crabtree, Tribal Administrator

Enc: Request for Proposals

Sample: Tribal Professional Services Contract

SMITH RIVER RANCHERIA



REQUEST FOR PROPOSALS

Wastewater Infrastructure Design and Construction Phase Services

Response Due: August 30, 2010 at 5:00 PM

Smith River Rancheria
140 Rowdy Creek Road
Smith River, CA 95567
707.487-9255

August 2, 2010

Request for Proposals

Wastewater Infrastructure Design Services

August 2, 2010

INTRODUCTION

The Smith River Rancheria (Tribe) is soliciting proposals from qualified consultants to design and prepare construction contract documents for the Tribe's Wastewater Infrastructure Project. It is the intent of the Tribe to hire a qualified Consultant who can provide project management, preliminary design, and final design services, culminating in the preparation of contract documents including plans, specifications, and construction cost estimates, complete and ready for solicitation of construction bids. In order for the Consultant to be considered qualified, the firm or project team must demonstrate experience in the successful completion of projects involving wastewater collection systems and pump station evaluation and design.

Interested consultants are invited to submit qualifications in accordance with the requirements of this Request for Proposals (RFP) and **attend a mandatory field review meeting on August 10, 2010** beginning at 11:00 A.M at the Lucky 7 Casino parking lot, 350 North Indian Road. The Tribe anticipates accomplishing the work associated with the project for approximately \$1,549,048, including design, environmental compliance, permitting, construction including contingencies, and assistance during construction. The successful Consultant must be aware of the financing limitations and be able to provide a clear plan for delivering a bid package that meets the goals within the project budget constraints.

The Consultant services contract is expected to be awarded by October 1, 2010 and contract documents completed by January 31, 2011. The actual time frame to complete this design work will be negotiated with the successful Consultant. The Tribe intends to select a single consultant team for all aspects of the work necessary to complete the contract documents. Any Consultant responding to the RFP must be willing to commit the necessary resources to the project within a mutually agreed upon schedule.

BACKGROUND

The Smith River Rancheria completed its new wastewater treatment facility (WWTF) in April 2009 and is currently in the startup phase. The WWTF was designed to treat an average daily flow of 25,000 gallons per day (gpd) with the ability to expand to 50,000 gpd in the future with the addition of a second membrane bioreactor (MBR). However, without an adequate collection system in place to deliver the design flows, recirculation is needed to maintain hydraulic loading. The WWTF is currently treating approximately 3,000 – 4,500gpd (12% of capacity) of wastewater from the Lucky 7 Casino, the Lucky 7 Fuel Mart, and the House of Howonquet Restaurant and Elder Housing Facility (6 units). Therefore, the WWTF has considerable capacity to serve additional residences and businesses within the Rancheria community.

The Smith River Rancheria is proposing to extend the collection system of the new WWTF along South Indian Road to serve the existing and growing needs of the Rancheria and the community of Smith River (See Figure 1).

The proposed system extension will entail the installation of approximately 3,400 feet of 3-inch forcemain, 5,200 feet of 6-inch gravity line, 2 lift stations, at least 40 lateral service lines, and associated appurtenances such as manholes, cleanouts, mechanical and electrical equipment, telemetry, generators, and pump station buildings. The purpose of this project is to design and construct a new wastewater service collection system that will serve Tribal

facilities including existing housing, the senior housing center, future projects, and thus provide the necessary effluent to the new WWTF.

Figure 1



The proposed collection system for the Rancheria consists of three segments that will be constructed and connected to the WWTF in phases. The proposed project includes the first of three phases of construction identified in a Sewer System Master Plan (SSMP) recently completed by the Tribe. The SSMP identifies the proposed build-out of a sewer system for the Rancheria over a ten-year planning horizon. The estimated cost including inflation for the remaining balance of SSMP projects is \$6,000,000. The proposed project represents 27 percent of the master plan projects.

Additional Activities along South Indian Road

The Tribe is currently in the process of completing the design of roadway improvements along South Indian Road under a Indian Reservation Road-High Priority program that is authorized pursuant to 25 CFR Part 170. Environmental studies, soil investigations, survey and design, specifications, and cost estimates are currently underway.

The successful Consultant under this Wastewater Infrastructure Design Services project will be expected to coordinate design activities with the proposed roadway improvements.

SCOPE OF SERVICES

Consultant Services:

The scope of services to be provided by the Consultant shall consist of the following five Tasks:

Task 1: Project Management

The Consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project.

Scope of Services:

Project management responsibilities shall include, but not be limited to:

- All meetings, agendas, and minutes.
- Coordinate and consult with all appropriate local and state regulatory agencies to ensure clearance for project construction.
- Schedules and schedule updates.
- Prepare and submit monthly progress report with monthly progress payment request. The monthly progress report shall include:
 - An overview of work accomplished during the previous month;
 - A description of current key activities and an updated schedule for each task and subtask;
 - A list of problem areas, if any, and proposed corrective actions;
 - A list of tasks for the following month;
 - A monthly written report showing total contract budget, monthly invoiced amounts, cumulative amount invoiced, and project billings to the end of project, and;
 - A Schedule Summary indicating whether the project is on schedule and any schedule concerns or critical path items (a Recovery Plan/Schedule for any activities that fall more than 2 weeks behind schedule shall be prepared).
- Quality Assurance/Quality Control Program.
- Correspondence and file maintenance.

The Consultant's Project Manager shall play an active role in the management and coordination of the project, including coordinating monthly meetings with Tribal staff to discuss project status, problems, budgeting, and other areas that have an adverse effect on the work.

Task 2: Pre-Design

The Consultant shall provide preliminary engineering design services and shall prepare a Preliminary Design Report for the project that encompasses all work items.

- Prepare a Pre-Design Report (PDR) that identifies each relevant design item, outlines the design including alternatives, right-of-way issues, constructability analysis, and estimated construction costs. The level of detail provided in the PDR should be equivalent to a 30% design effort for each major element of the project.
- Formal PDR submittals shall be prepared for review (draft) and distribution (final), with drawings reduced to 50% and printed on 11" x 17" reproducible paper, and specifications printed on 8 1/2" x 11" reproducible paper. Prior to completion of the final submittal, the Consultant shall respond to and incorporate, if appropriate, any comments received from the Tribe or other interested party.
- Ten (10) document sets shall be submitted at both draft and final stages. In addition, the final PDR shall be submitted in Portable Document Format (.pdf) on PC-compatible CD or DVD.

Task 3: Environmental Compliance and Permitting

The Consultant shall be responsible for understanding the environmental review documentation prepared for this project. Copies of the environmental review documents will be made available to the selected Consultant. No additional environmental; compliance or permitting is needed.

Task 4: Design Services

The Consultant shall provide engineering design services and shall prepare all contract documents (construction plans, specifications, and cost estimates) for the project.

Scope of Services:

PS&E services shall include, but not be limited to:

- Prepare all field topographic and control surveys, and prepare base mapping for design.
- Complete all geotechnical investigations and reports.
- Complete all floodplain engineering, surveying, analysis and investigation.
- Coordinate with existing Utility Companies as required to ensure horizontal and vertical conflicts are identified and resolved through design or relocations.
- Prepare all design calculations and drawing layouts. Complete all drawings and details, prepare technical specifications, special provisions, engineer's cost opinions, and all other appropriate architectural and engineering services necessary to provide complete contract documents, ready for public bid (design work shall comply with all appropriate federal, state and local design codes and guidelines, including ADA, fire protection, and building codes).

Construction drawing deliverables for review shall be submitted at two distinct design stages for review: 75% and 100%. Drawings shall be reduced to 50% of full-size. Ten (10) sets shall be submitted at the review stages to allow the Tribe and all other appropriate agencies to provide a thorough review of the project documents. Following review and incorporation of comments, the final construction drawings shall be delivered in the following formats:

- 22" x 34" bond, complete with final signatures, ready for reproduction;
- Portable Document Format (.PDF) file(s) of final plans complete with final signatures on PC-compatible CD or DVD; and
- AutoCAD drawing format files (.DWG, AutoCAD 2008 or later format) of final plans (signatures not required) on PC-compatible CD or DVD.

Specifications shall be prepared utilizing Construction Specifications Institute (CSI)

Masterformat 2004. Deliverables for review shall be submitted at the 100% stage with specifications on 8 ½" x 11" reproducible paper. Ten (10) sets shall be submitted at the 100% review stage to allow the Tribe and all other appropriate agencies to provide a thorough review of the project documents. Final specifications shall be delivered in the following formats:

- 8 ½" x 11" hardcopy, complete with final signatures, ready for reproduction;
- Portable Document Format (.PDF) file(s) of final specifications complete with final signatures on PC-compatible CD or DVD; and
- Microsoft Word 2007 format (.DOCX) files of final specifications (signatures not required) on PC-compatible CD or DVD.

Estimates shall be submitted for review at the 75% and 100% review stages, with estimates on 8 ½" x 11" reproducible paper. Ten (10) sets shall be submitted at the review stages to allow the Tribe and all other appropriate agencies to provide a thorough review of the project documents. The final estimate shall be delivered in the following formats:

- 8 ½" x 11" hardcopy;
- Portable Document Format (.PDF) file of final estimate on PC-compatible CD or DVD; and
- Microsoft Excel 2007 format (.XLSX) file of final estimate on PC-compatible CD or DVD.

Formal deliverables (plans, specifications and estimates) shall occur at the 75%, 100%, and final completion points for Tribe and agency review. Submittal formats shall follow the guidelines stated herein. The Consultant shall respond to, and incorporate, if appropriate, any and all comments received from the Tribe or any other regulatory agency or utility.

Task 5: Assistance during Bidding & Construction

The Consultant shall provide assistance to the Tribe during the bidding and construction phases of the project to ensure the Contractor understands all technical aspects of the design and any design changes.

Scope of Services:

This assistance shall include, but not be limited, to:

- Conduct pre-bid meeting with prospective bidders to answer contractor and supplier technical questions.
- Respond to contractor and supplier technical questions during bidding, maintain a log of bidder questions, and prepare any addenda required.
- Provide any drawings, modifications, and clarifications during the bidding period.
- Attend bid openings and prepare an analysis of bids received for the project.
- Attend one preconstruction conference to ensure contractor understanding of the project plans.
- Assist the Tribe in the preparation of change orders and responses to requests for information related to design technical issues encountered.
- Prepare design clarifications to clarify the design intent.
- Attend all final construction inspections.
- Prepare record drawings following construction from mark ups by the contractor and resident engineer. Submittal requirements for record drawings shall be the same as for the final bid documents.

PROPOSAL FORMAT

The proposal shall include, as a minimum, the following information:

- Cover/Transmittal Letter – Letter is to be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the firm. Cover letter must acknowledge receipt of any and all addenda, if any were issued.
- Project Understanding - This section should outline the Consultant's basic understanding of the project. It should identify key issues to be addressed during the project and any insights or innovative ideas the Consultant can provide in addressing those issues.
- Scope of Work - Describe the work plan that you intend to use to complete the tasks listed in the Scope of Services. Note any changes/deviations or additions to the work descriptions that may have been overlooked or that help clarify the work tasks. Deviations which demonstrate a clear benefit or advantage to the Tribe may receive special consideration.
- Responsible Personnel - List the Principal-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Include a concise statement of qualifications and experience of each person together with the **hours that each is committed to the project**. Include all anticipated sub-consultants, listing names, addresses, telephone numbers, key staff personnel, and the expected hours to be committed to the project. A project organizational chart of key personnel should be included with anticipated hours committed to the project for each individual.
- Project Management - Describe how the project will be planned and controlled. Include in this section a project schedule through the completion of the contract documents together with a tentative schedule for construction.
- Consultant Fee – In a separate, sealed envelope present one (1) set of documentation for the estimated fee for engineering services as described in the Scope of Work. For each task contained in this RFP, break down the fee into labor, subcontractor fees, and expenses. Fees shall include all markups, overhead, and profit. Consultant shall also include a current fee schedule that includes hourly rates for all classifications of workers, including subcontractors, expected to work on this project. The engineering contract shall provide for payment for each phase of work on a not-to-exceed amount. The Consultant should be advised that pursuant to the Smith River Rancheria Tribal Employment Rights Ordinance, there is a 2.5% TERO fee on the total value of the Consultant Fee. *The fee shall not be a scoring factor in the evaluation of the consulting firms. See 'Evaluation Criteria' for information on the submitting of the Consultant fee with the proposal*

The Consultant shall prepare the fee estimate for the contract work as described in the Scope of Services. The cost estimate shall be broken down by task, man-hours per task, different personnel classifications per man-hour (i.e., Principal, Project Manager, Staff Engineer, Clerical, etc.), provide a total cost per task, and a total not-to-exceed amount for the entire project. Fees shall include all markups, overhead, and profit. The estimated fee shall be submitted in a sealed envelope along with copies of the proposal and shall not be opened until the proposal review and interview process has been completed. *Do not state cost for services anywhere in the proposal.*

- Related Experience - Include three projects in progress or completed during the last three (3) years that are comparable to this project. Direct design experience in wastewater collection and conveyance system projects will be weighted the highest in evaluation. Include references with names, addresses and phone numbers.
- Indian Preference - Include documentation that the Consultant is Native American

Owed; or employs key employees as defined under the Smith River Rancheria Tribal Employment Rights Ordinance (TERO); or describe how your firm will comply with Section 4(c) of the Native American Self-Determination and Education Assistance Act (P.L. 93-638) as amended.

PROPOSAL SUBMITTAL

Pages in the proposal shall be typed and double sided with the maximum number of pages of proposal information (excepting cover sheet, index sheet, blank pages, and table of contents) to be limited to thirty (30) printed pages. Only the specifically requested information shall be submitted. Promotional or other unsolicited material may not be submitted. If a Consultant recognizes a more efficient method of accomplishing a specific task or item, the Consultant's fee shall reflect the Tribe's requested work and the cost increase/savings for the more efficient method shall be noted separately.

The Consultant shall submit ONE (1) original, unbound proposal and SIX (6) copies in a sealed box or envelope clearly marked with the Consultant's name and the description "Proposal for Engineering Services for Smith River Rancheria Wastewater Infrastructure Improvements". Electronic or faxed submissions will not be accepted. The proposals shall be received at the Tribe's office by the time and at the location noted on the cover sheet of this RFP. **One (1) set of Consultant's fee for the services required in this proposal shall be submitted along with the copies of the proposal, in a separate sealed envelope with the same notation as the proposals.** Nowhere in the body of the proposal shall pricing be discussed. The sealed envelope shall not be opened until after the screening interviews have been completed (See 'Evaluation Criteria'). The Tribe reserves the right to reject, at its sole discretion, proposals received after this time and date. The Tribe has the right to waive minor irregularities in any proposal received.

EVALUATION CRITERIA

A Review/Selection Committee made up of Tribal staff will evaluate the Consultants based on the proposals and, if necessary, an oral interview to determine which Consultant is best qualified to perform the work for this project. The Committee will then determine a ranking of the Consultants at which time the Consultant fee envelopes will be opened and tabulated. The Consultant fees will be evaluated to determine if the amount of the fee is considered a reasonable cost for the work outlined in the proposal.

If the top-ranked Consultant has submitted a reasonable fee, the Selection Committee will make a recommendation to the Tribal Council that negotiations be opened with the top-ranked consultant to ensure that the consultant has a full understanding of the expectations of the Tribe, that the scope reflects all tasks anticipated to be required to successfully complete the project, and that the fee reflects completion of the project to the satisfaction of the Tribe. In the event that the Tribe and the top ranked Consultant are unable to come to an agreement as to scope and fee, the Tribe reserves the right to close negotiations with the top-ranked Consultant and open negotiations with the second-ranked Consultant. Once an agreement is reached involving the scope and fee, the Tribal Administrator will make a recommendation to the Tribe Council to award the project to the selected Consultant and to authorize Staff to enter into a Professional Services Agreement with that Consultant. If the Tribal Council is in agreement with the recommendation, Staff will proceed with the completion of the agreement and prepare for contract execution.

The following items, as they relate to the Scope of Services Tasks described above, will be used by the committee to assist in the ranking of the Consultants' proposal and the oral interview:

- Understanding of the Project
- Experience with Similar Types of Work
- Experience and Qualifications of the Project Manager

- Experience and Qualifications of the Project Team
- Ability to Complete Projects On-Time and Within Budget
- Indian Preference

The Tribe intends to evaluate the proposals and create a short list of up to three (3) proposals. Upon request, proposal originals and the unopened cost for services envelope shall be returned to any Consultant who does not make the short list.

TENTATIVE SCHEDULE

Begin Circulation of RFP to Consultants	(August 2, 2010)
Mandatory Field Review	(August 10, 2010)
Deadline to Receive Proposals Back	(August 30, 2010)
Evaluate Proposals for Short-Listing	(September 1 – September 10, 2010)
Consultant interviews (if necessary)	(September 10 – September 20, 2010)
Select Consultant	(October 1, 2010)

TRIBE'S CONTACT

Questions regarding this RFP should be directed to:

Brad Cass, Natural Resources Director
 Smith River Rancheria
 140 Rowdy Creek Road
 Smith River, CA 95567
 707.487-9255
bcass@tolowa.com

Clarification offered by the Tribe to one Consultant will be distributed to all known participants at the Tribe's discretion.

STANDARD CONSULTANT AGREEMENT

The Consultant selected to provide the scope of services shall use the Tribe's standard Professional Services Agreement. A template copy of this agreement is attached to this RFP. By submitting a proposal for the work, the Consultant agrees to utilize the Tribe standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

ATTACHMENTS

Smith River Rancheria Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

Contract Number	CT-
Contract Amount	\$
Fund	
Activity	
Program	
TERO Fee	\$

This contract is made between the Smith River Rancheria (SRR), 140 Rowdy Creek Road, Smith River, California 95567, hereinafter referred to as "Tribe", and *[Company Name or Contractor name]*, hereinafter referred to as "Contractor".

The Tribe and the Contractor agree as follows:

I. Purpose of Contract:

The purpose of this agreement is to establish conditions whereby SRR will be provided certain services by:

Contractor: _____

Employer ID#: _____

II. Specific Tasks/Projects:

Contractor agrees to perform the following tasks and projects (hereinafter referred to as "Work") within the time limits established in this contract. The Contractor shall supply all necessary labor, materials, and equipment unless otherwise agreed in writing. Specific task and projects to be completed by the Contractor are as follows:

Project Location: Smith River Rancheria
 140 Rowdy Creek Road
 Smith River, CA. 95567

Project Activities: (Ok to attach a work scope as Attachment "A")

Contractor shall render such services conscientiously and shall devote his best efforts and abilities thereto, at such times during the term hereof, and in such manner as SRR and Contractor shall mutually agree, it being acknowledged that Contractor's services shall be non-exclusive and performed at such places and at such times as are reasonably convenient to Contractor. Contractor shall observe all policies and directives promulgated from time to time by SRR, its Tribal Council and its Officers.

Any alteration or deviation from the above specifications involving extra cost or material or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All arrangements must be made in

writing and approved by the parties to this contract pursuant to Paragraph IX of this contract.

III. Contract Price and Limits on Payment:

It is understood and agreed between the parties that the Contractor shall be paid a total of _____ Dollars US (\$_____) for the work to be performed under this Agreement and Contractor shall not have any right to make a claim against SRR for any amount in excess of the contract price set out in the Agreement unless such additional price has been agreed to between the parties pursuant to Paragraph IX of this Agreement.

IV. Compensation and Method of Payment:

SRR agrees to compensate the Contractor in a total amount not to exceed the maximum sum of _____ Dollars US with a 2.5% TERO Fee (Not To Exceed \$____) withheld proportionality from each payment made to Contractor, inclusive of all costs and expenses, to be paid in progress payments as follows:

An initial payment of \$_____ shall be paid upon execution of this Agreement.
The balance of \$_____ shall be paid upon completion and acceptance by SRR.

OR

Payments shall be made on an invoiced basis and shall be paid upon completion and acceptance by SRR of the deliverables identified in Attachment "A".

All such compensation shall be payable without deduction, including no deduction for federal income, social security, or state income taxes. Contractor shall be solely liable for payment of any taxes and/or fees which may be applicable under the terms and conditions of this Agreement.

V. Effect of Final Payment:

Final payment or release of the retainage pursuant to Paragraph III shall not relieve the Contractor from liability for defective Work, or limit SRR's rights to have the Work properly performed by the Contractor, or limit SRR's right to require the Contractor to correct any defective Work. The parties agree that all rights that are otherwise available shall be preserved notwithstanding final payment.

VI. Time:

It is agreed between the parties that time is of the essence in the completion of the Work pursuant to this contract. The Contractor agrees to commence Work no later than _____, 200__, and unless prevented by the unreasonable action of SRR or modification pursuant to Paragraph IX of this agreement, shall complete the Work by _____, 200__.

VII. Independent Contract:

It is agreed between the parties that the Contractor is an Independent Contractor and is not an employee of SRR nor is the Contractor or his/her employees or agents eligible to receive any of the rights or benefits otherwise available to Tribal employees. It is agreed the Contractor shall be free from the direction and control of SRR over the means and manner of performing work under this contract, subject only to the right of SRR to specify the desired results. It is agreed that the Contractor shall be solely responsible for the payment of all taxes, fees and salaries to any employee(s) that are required by law or agreement. It is further agreed that SRR shall have no duty with respect to the Contractor other than to provide the contract price set out in Paragraph III of this agreement unless such additional duties are expressly set up in this contract.

VIII. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SRR and it's guests, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys fees arising out of or resulting from the performance of the Contractor's Work pursuant to the contract provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by the Contractor or anyone for whom the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

IX. Contract Modifications:

The contractor shall not perform any additional or different work other than that specifically set out in this contract, unless this contract has been modified in writing prior to the commencement of the additional Work. The Contractor agrees that there shall be no duty on behalf of the Tribe to pay to the Contractor under any circumstances whatsoever any additional amount of money other than that set out in Paragraph III of this contract, unless such modification of the contract price is agreed to in writing as provided in this paragraph. This agreement shall not be modified except as provided in this paragraph: (a) If the contract modification will not result in an increase in the contract price the contract modification shall be approved in writing by the Smith River Rancheria Tribal Chairperson or his/her designee; (b) If the contract price is changed, the proposed contract modification shall be referred to the Smith River Rancheria Tribal Council for action. The Tribal Council shall either approve or disapprove the contract modification. It is agreed between the parties that SRR shall not be liable for any additional amount of money unless the Tribal Council, pursuant to this paragraph, approves in writing the contract modification for the payment of an additional contract price.

X. Subcontracting:

The parties agree that all of the tasks and projects to be performed pursuant to this agreement shall be performed by the Contractor and its subcontractors or other third parties. The Tribe may attach any reasonable condition or limitation to the employment of a subcontractor. SRR and Contractor agree that all or part of the Scope of Work that is contracted out to subcontractors will be the sole responsibility of Contractor and will be paid by Contractor.

XI. Project Manager:

The Project Manager shall be the Tribal Administrator. The work performed under this Agreement shall be under the direct supervision of the Project Manager, or his/her designated Tribal official.

XII. Termination:

SRR may terminate the agreement without penalty or costs if the funds received or otherwise provided become unavailable. If this agreement is terminated pursuant to this paragraph SRR shall send to the Contractor a written notice of such termination. SRR shall be liable to the Contractor for all Work completed prior to the date that the notice of termination is delivered. SRR may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if: (1) the Contractor fails to provide services satisfactory to SRR, within the time specified herein, or (2) if, for any reason the timely completion of such Work is rendered improbable, impossible, not feasible or illegal.

XIII. Attorneys Fees:

In the event that enforcement of any provisions of this contract, or any right or duty created hereunder requires the initiating of litigation, the prevailing party shall collect reasonable attorney's fees.

XIV. Tribal Court Jurisdiction:

Any controversy or claim arising out of or relating to the compensation to be paid by SRR or the Contractor for the services rendered pursuant to the terms of this Agreement shall be resolved through the SRR Tribal Court. By entering into this Agreement, Contractor expressly consents to the jurisdiction of the SRR Tribal Court, in the resolution of any disputes related to this Agreement.

XV. Defenses:

It is agreed between the parties that all rights, remedies and defenses which would otherwise be available to any of the parties to this agreement in law or equity shall be

preserved, and shall not be affected by the agreement unless expressly modified or abrogated pursuant thereto.

XVI. Disclosure of Information:

Contractor shall not disclose or appropriate to his/her own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any proprietary or confidential information of SRR or any of SRR's affiliates or subsidiaries of which Contractor has been or hereafter becomes informed, whether or not developed by Contractor, including, but not limited to, information pertaining to customer lists, services, methods, processes, prices, profits, contract terms or operating procedures, except as required in connection with Contractor's performance of this Agreement, or as required by a governmental authority. SRR shall have the right to obtain injunctive relief, without bond, for violation of the terms of this paragraph, and the terms of this paragraph shall survive the term of the Agreement. Contractor agrees that all documents or the work product generated on behalf of SRR in connection with this Agreement is the property of SRR.

XVII. Cost Assignment:

Activities completed under the contract will be charged to Fund: _____. Activity: _____, Program: _____.

XVIII. Conflict of Interest:

If Contractor becomes aware of any business activity that might reasonably be considered of interest to SRR, or may have the appearance of being of interest to SRR, Contractor shall promptly report such business activities to SRR. If Contractor wishes to be employed by any other agency, entity, or company, whether known to SRR, or otherwise, Contractor may proceed on the understanding that, if conflicts of interest do arise, Contractor shall promptly cease such activities and shall report such conflicts to SRR.

XIX. Assignment:

This Agreement is a personal one, being entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily, or by operation of law, assign or otherwise transfer the obligations incurred on its part pursuant to the terms of the Agreement without the prior written consent of SRR. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be wholly void.

XX. Notice:

Any notice required or given hereunder shall be sufficient if in writing, and if sent registered or certified mail, postage prepaid, addressed as follows:

Smith River Rancheria
Russ Crabtree
140 Rowdy Creek Road
Smith River, CA. 95567
Tel: 707.487.9255
Fax: 707.487.0930

[Company]
[Proprietor or Principal]
[Street Address]
[City, State, & Zip Code]
Tel:
Fax:

XXI. Signatures:

This contract is entered into between the parties on the date set out below as represented by the affixed signatures. Those persons signing on behalf of the respective parties represent that they are authorized to sign and to bind their principles.

SMITH RIVER RANCHERIA

By: _____
Russ Crabtree, Tribal Administrator

Date

By: _____
Kara Brundin Miller, Tribal Chairperson

Date

CONTRACTOR *[Insert company name]*

By: _____

Date

Title

Printed Name