

**Applicable Excerpts of the Subpart J Construction Contract
Between the Tribe and the Bureau of Indian Affairs.
Attachment B of Standing Rock Sioux Tribe - Civil Engineering Request For Proposals**

A self-determination construction contract is a government-to-government agreement that transfers control of the construction project, including administrative functions, to the contracting Indian tribe to facilitate effective and meaningful participation by the Tribe in planning, conducting, and administering the construction project, and so that the project is responsive to the true needs of the Indian community. The Secretary's role in the conduct of the project is limited to the Secretary's responsibilities set out in 25 C.F.R. § 900.131 and the terms and conditions of this Contract and Statement of Work (**Attachment 2**).

This Contract requires that a construction package be furnished by the Tribe for the production of plans, specifications, and estimates (PS&E), permits, environmental studies, right-of-way, and other preliminary engineering services for the SRST OAHE/MISSOURI RIVER BRIDGE No. 0000A10301B1620 Project, a new two-lane bridge and bridge approaches, including a sidewalk approximate length of 6500 feet. The conceptual location of the bridge is the east terminus of BIA Route 16 on the Standing Rock Sioux Reservation in North Dakota.

B.1 REQUIREMENTS

The Standing Rock Sioux Tribe will oversee the work involving procuring the necessary preliminary engineering and related services and personnel, including qualified State of North Dakota licensed engineers and surveyors, and other related construction professionals, to fulfill the requirements for preliminary engineering (PE) services – planning, survey, design, engineering and preconstruction activities (including archaeological, environmental, and right-of-way activities) to produce an approved environmental document, and bid package suitable for advertising for construction of the Oahe/Missouri river bridge No. 0000A10301B1620 located on the Standing Rock Sioux Tribe reservation, Fort Yates, North Dakota.

B.5 APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATE

1. The Tribe is assuming responsibility to review and approve Plans, Specifications, and Estimates (PS&E) prepared under this Contract. In accordance with the requirements of 25 C.F.R. 170.461, the Tribe agrees that it will:
 - (i) Provide assurances in the contract that the construction design for the facility will meet or exceed applicable health and safety standards;
 - (ii) Obtain advance review of the plans and specifications from a State licensed civil engineer that has certified that the plans and specifications meet or exceed the applicable health and safety standards; and

- (iii) Provide a copy of all the certification under paragraph 1 above, to the Awarding Official and to the Public Authority responsible for operation and maintenance of the facility; and
 - (iv) Provide a copy of all project documentation identified in 25 C.F.R. 170.460 to the Awarding Official and Public Authority responsible for operation and maintenance of the facility before the solicitation of the Project for construction. BIA shall provide a written response within 21 days of its receipt of the Tribe's submission.
2. If the Secretary identifies a design deficiency that may jeopardize public health and safety if the facility is constructed, the Secretary shall promptly notify the Tribe in writing of the design deficiency and request that the Tribe resolve the deficiency under the Project design standards in accordance with 25 C.F.R. § 170.454.

B.6 ENVIRONMENTAL STUDIES AND REPORTS

All work under the Contract must comply with cultural resource and environmental requirements under applicable Federal laws and regulations, and Tribal laws, including the Federal laws and regulations set out in Appendix A to Subpart D – Cultural Resource and Environmental Requirements for the TTP (25 CFR Part 170), which include, but are not limited to:

- 1. 16 U.S.C. 1531, Endangered Species Act.
- 2. 16 U.S.C. 4601, Land and Water Conservation Fund Act (Section 6(f)).
- 3. 16 U.S.C. 661-667d, Fish and Wildlife Coordination Act.
- 4. 23 U.S.C. 138, Preservation of Parklands, commonly referred to as 4(f).
- 5. 25 U.S.C. 3001-3013, Native American Graves Protection and Repatriation Act.
- 6. 33 U.S.C. 1251, Federal Water Pollution Control Act and Clean Water Act.
- 7. 42 U.S.C. 7401, Clean Air Act.
- 8. 42 U.S.C. 4321, National Environmental Policy Act.
- 9. 49 U.S.C. 303, Preservation of Parklands.
- 10. 7 U.S.C. 4201, Farmland Protection Policy Act.
- 11. 50 CFR part 402, Endangered Species Act regulations.
- 12. 7 CFR part 658, Farmland Protection Policy Act regulations.
- 13. 40 CFR part 93, Air Quality Conformity and Priority Procedures for use in Federal-aid Highway and Federally-Funded Transit Programs.
- 14. 23 CFR part 771, Environmental Impact and Related Procedures.
- 15. 23 CFR part 772, Procedures for Abatement of Highway Traffic Noises and Construction Noises.
- 16. 23 CFR part 777, Mitigation of Impacts to Wetlands and Natural Habitat.
- 17. 36 CFR part 800, Protection of Historic Properties.
- 18. 40 CFR parts 260-271, Resource Conservation and Recovery Act regulations
- 19. Applicable Tribal/State laws.
- 20. Other applicable Federal laws and regulations.

Additional environmental Federal laws and regulations are set out in Sections G herein.

The Tribe shall prepare environmental documents for review and approval by the Secretary as required under 25 C.F.R. Part 900, Subpart J (Construction) and 25 C.F.R. Part 170.

D.2 PERFORMANCE OF WORK

Preliminary Engineering Services for the Standing Rock Sioux Tribe's Oahe/Missouri River Bridge No. 0000A10301B1620 on the Standing Rock Sioux Tribe Reservation, Fort Yates, North Dakota, is to be performed in accordance with the following:

- FHWA Approved Transportation Improvement Program (Approved Budget) (**Attachment 3**)
- Requirements of the Tribal Transportation Program (TTP) and Tribal Transportation Facility Bridge Program (TTFBP), with appropriate design standards approved by the Federal Highway Administration (FHWA), in accordance with the regulations found under 25 CFR 170, Appendix B to Subpart D, 23 CFR 661, 25 CFR Part 900, and all other applicable Federal and State laws and regulations.
- The Project shall be designed in accordance with the latest edition of AASHTO, "A Policy on Geometric Design of Highways and Streets"; the latest edition of "AASHTO LRFD (Load and resistance Factor Design) Bridge Design Specifications", and Tribal policies. Other appropriate AASHTO publications and guide specifications shall also be utilized as jointly determined to be required by the Tribe and Secretary.
- Federal Acquisition Regulations Clauses for A/E Subcontract Design (expressly agreed upon by the parties and incorporated as **Attachment 4** herein.
- Safety and Health Regulations for Construction under the Occupational Safety and Health Act of 1970 (OSHA), 29 U.S.C. § § 651 – 678, and (29 CFR Part 1926).
- Minimum Wage Schedule (Attachment 5), if required for preliminary engineering and preconstruction activities performed under the contract.
- and any amendments issued.

This Project includes Federal Lands Highway Program funds, and all work to be performed under the Contract will be reviewed and approved by the Tribe and professionally licensed engineers/consultants retained by the Tribe.

Design standards include, but are not limited to: a minimum 100-year design life suitable for a two-lane roadway bridge and two connected pedestrian sidewalks, and a design that ensures that the structure is conducive to safety, durability, and economy of maintenance.

The Scope of Work for design and engineering services consists of completing the following tasks:

1. Tribal administration;
2. RFP for professional engineering (PE) services using a competitive negotiation (qualifications-based selection) process;
3. Design and land surveys, including wetland surveys and delineations, topographic surveys and mapping, and hydraulic surveys as necessary to complete the project;
4. Documentation for environmental clearance (an environmental assessment (EA) or Environmental Impact Statement (EIS);
5. Environmental compliance surveys;
6. Environmental permitting;
7. Public involvement process;
8. Economic analysis for three construction alternatives;
9. Engineer's Estimate;
10. Roadway/Bridge approach design and plans;
11. Preliminary and final bridge design and plans, including bridge abutments, including necessary hydrologic and hydraulic information;
12. Geotechnical studies; and
13. Right of way plans (preliminary and final design), including utility relocation if necessary.

SECTION G – FEDERAL REQUIREMENTS COMPLIANCE

By signing this contract, the Standing Rock Sioux Tribe is certifying its compliance with the listed Federal Safety, health and environmental compliance Acts. The Standing Rock Sioux Tribe may be required to certify its compliance with other statutes not listed herein which may be determined generally applicable to this contract.

- G1. The National Environmental Policy Act of 1969 (NEPA), Public Law 91-190
- G2. The National Historic Preservation Act (NEPA), Public Law 898-665 (16 USC 470), as amended by Public Law 94-422 and Public Law 96-515
- G3. The Endangered Species Act of 1973, Public Law 93-204
- G4. The Archaeological Data Protection Act (16 USC 469, et seq.)
- G5. The Historical and Archaeological Data Protection Act (16 USC 460, et seq.)
- G6. Section 306 of the Clean Air Act (42 USC 1857(h))
- G7. Section 508 of the Clean Water Act (33 USC 1368)

- G.8. Interior Department Implementation of the National Environmental Act of 1969 regulations (43 CFR Part 46)
- G.9. Occupational Safety and Health Act (OSHA), Title 29 CFR Part 1926.20, Public Law 91-596, OSHA Section 4 and 5
- G.10. The Bald and Golden Eagle Act, Public Law 92-535
- G.11. The Lacey Act of 1900 (18 U.S.C. § 42)
- G.12. The Federal Land Policy and Management Act, Public Law 94-579
- G.13. 29 CFR 1910.1200(g) and the latest version of Federal Standards No. 313 (including revisions adopted during the term of the contract) for any hazardous materials to be utilized under this contract.
- G.14. The Indian Tribe or Tribal Organization will comply with all applicable Federal Environmental laws, regulations, and Executive Orders.
- G.15. Lead Based Paint Poisoning Act (42 U.S.C. 4801 et. seq.)
- G.16. Federal laws and regulations identified in 25 CFR 900.125(c) and 2 CFR Part 200, Appendix II

J.5 INDIAN PREFERENCE.

Consistent with the Tribe's TERO Ordinance and pursuant to Section 7(b) of the Indian Self-Determination and Assistance Act, as amended, to the greatest extent feasible, this contract and any subcontract(s) awarded, shall require Indian preference and opportunities for training and employment in connection with the administration of such contract/subcontract. In addition, preference in the award of subcontracts shall be given to Indian organizations and to Indian owned economic enterprises. Pursuant to Section 7(c) of the Indian Self-Determination and Assistance Act, as amended, the Tribal employment or contract preference laws adopted by such Tribe shall govern with respect to the administration of the contract or portions of the contract.

J.6 SUBCONTRACT PROVISIONS.

The Standing Rock Sioux Tribe will use its own procurement systems and procedures to ensure that each subcontract includes clauses required by applicable Federal statutes and executive orders, their implementing regulations, applicable State and local laws and regulations, and the terms of this Contract. At a minimum, all subcontracts shall incorporate the following terms and conditions in order to ensure structural integrity, safety, health, and satisfactory completion of the construction project:

- A. Administrative, contractual or legal remedies in instances where subcontractors violate or breach subcontract terms and provide for such sanctions and penalties as may be appropriate.
- B. Termination for cause and for convenience including the manner by which it will be affected and the basis for settlement.
- C. Compliance with the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145) as supplemented in Department of Labor regulations (29 CFR Part 3)
- D. Except for the work performed by Tribal or Tribal Organization employees, compliance with Davis Bacon Act (40 USC 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR Part 5).
- E. Compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5),
- F. Notice of the Tribe requirements and regulations pertaining to reporting.
- G. Access by the Tribe or BIA, the Comptroller General of the United States, or any of their duly authorized representatives to any book, documents, papers, and records or the subcontractor which are directly pertinent to the subcontract for the purpose of making audit, examination, excerpts, and transcriptions.
- H. Retention of all required records for three (3) years after final payment and all other pending matters are closed.
- I. Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and applicable Environmental regulations (43 CFR Part 46).
- J. [RESERVED]
- K. Warranty that delivery or items or work required will be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.
- L. Compliance with Federal Standard No. 313 (including revision adopted during the term of the contract) regarding Hazardous Material Identification and Material Safety Data.

SECTION L – RECORDS AND MONITORING

The Standing Rock Sioux Tribe will maintain a record keeping system, and upon reasonable advance written request, provide access to such records by BIA. At a minimum, such records shall include completed daily reports of preliminary engineering activities appropriate to the type of structure being designed for construction. The Standing Rock Sioux Tribe shall be responsible for managing the day-to-day operations conducted under this contract and for monitoring activities conducted under this contract to ensure compliance with the contract and applicable Federal requirements.

The Standing Rock Sioux Tribe shall comply with Section 5(f) of the Indian Self-Determination and Education Assistance Act, Public Law 93-638, as amended, 25 U.S.C. § 5305(f), for submission of Single Agency Audit Reports to the U.S. Office of Inspector General required by Single Agency Audit Act, 31 U.S.C. 7501 et seq.

With respect to the monitoring activities of the BIA, the monitoring visits/inspections shall include those jointly determined to be necessary to ensure compliance with the contract, including compliance with safety, health, and environmental standards or requirements. Official monitoring sessions shall be scheduled in advance of the visit. The Standing Rock Sioux Tribe shall maintain a project office, and make available to the Secretary during monitoring visits, contracts, major subcontracts, modifications, change orders, and other plans, specifications, and estimates that show progress of the work.

Prior to beginning the preliminary engineering and related work, the Standing Rock Sioux Tribe and BIA will agree upon BIA's process for monitoring the project activities. This will include on-site visits, as needed and/or requested by the Tribe during the construction of the project.

SECTION M – REPORTING

When contracting for preliminary engineering or construction services, the Standing Rock Sioux Tribe shall provide the reports identified in 25 CFR 900.130(b)(8) and 25 CFR 900.130(c)(7), the Indian Tribe or Tribal organization shall provide to the Secretary, progress and financial reports:

- (i) The reports shall be provided quarterly and shall contain a narrative of the work accomplished, the percentage of the work completed, a report of funds expended during the reporting period and A/E service deliverables, and total funds expended for the project. The report will also include descriptions of contracts, major subcontracts, and modifications implemented during the report period and other aspects of the work to assure it is performing the contract towards completion.
- (ii) An initial schedule of values (Contract Price Schedule) and updates as they may occur.
- (iii) Upon completion of the project, the Tribe shall provide to the Secretary, a reproducible copy of the record plans and a contract close-out report.

II. BUDGETED SCOPE

B. Scope of Work Elements

1. General Administration and Oversight

The Tribe is responsible for the successful completion of the project in accordance with the approved contract documents. The Tribe is responsible for providing or arranging for the personnel needed to provide administrative oversight of the contract, travel costs, meeting costs, and fees paid to planning consultants, engineers, attorneys, accountants, and others.

2. Surveys

The Tribe will be responsible for obtaining or providing all required aerial photography and topographic mapping, all field surveys including topographic surveys, hydraulic surveys, and property surveys. All survey tasks shall be performed under the supervision of a Registered Professional Surveyor licensed under the laws of North Dakota and shall be consistent with the State of North Dakota's minimum standards and in compliance with all applicable and/or relevant laws and regulations governing the practice of Land Surveyors.

3. Environmental Clearances & Documentation

Prepare environmental clearance documentation. An Environmental Assessment (EA) is assumed; however, the Tribe will require modifications to the contract will be made if the environmental document is elevated to an Environmental Impact Statement (EIS).

4. Environmental Data Collection

Preliminary environmental data associated with the proposed project area will be collected and assessed for the social, economic, and natural environments. Data related to the following impact areas will include:

1. Air Quality;
2. Noise Quality;
3. Hazardous Materials;
4. Wetlands and Stream Impacts;
5. Water Quality, including Public Drinking Supplies;
6. Farmland;
7. Land Use and Land Cover;
8. Migratory Birds;
9. Terrestrial and Aquatic Communities;
10. Endangered and Threatened Species;

11. Economic;
12. Community;
13. Relocations including Homes, Businesses, Non-profit Organizations, and Tenants of all types;
14. Environmental Justice and Title VI;
15. Recreational Areas;
16. Archeological and Historic Sites;
17. Visual;
18. Section 4(f) and 6(f) properties; and
19. Secondary and Cumulative Impacts.

5. Environmental Constraints Map – If Required

All environmental data collected will be transferred to appropriately scaled aerial photographs to produce a map that indicates all known environmentally sensitive areas. The approved map will be the basis for avoidance and minimization of environmental impacts during the design process and notations on the plans for restraining conditions for the Project, in accordance with the Tribes requirements and other applicable Standard Specifications for Highway Construction. Contract Special Provisions will be developed as necessary to provide protection for environmentally sensitive areas or features and to provide guidance for construction of the Project. The Tribe will supply current aerial photography for use on the project; any additional photography deemed necessary beyond that provided will be included in the scope of work for the Tribe's subcontractor.

Constraints Mapping shall include an on-site survey level of site reconnaissance to verify desktop-collected data. A Constraints Memo shall be developed that summarizes the results of mapping and data collection and shall include avoidance recommendations.

6. Type Size & Location (TS&L)

The Tribe will arrange for the development of conceptual layout for all location and/or design alternatives, which will include but not be limited to major drainage structures, accelerated construction techniques, and any intersection locations. Development of alternatives shall include early and continuous coordination with the BIA and appropriate resource agencies.

The Tribe will arrange to avoid and/or minimize environmental impacts, as appropriate. If impacts cannot be avoided, then the impacts shall be minimized. Mitigation for impacts should occur as a last resort.

The Tribe will prepare cost estimates for each alternative.

After all reasonable and feasible alternatives have been reviewed by the Tribe and BIA, a determination will be made on which type of environmental document

(Environmental Impact Statement, Environmental Assessment, or Categorical Exclusion) is warranted. The Tribe, BIA and FHWA will discuss funding for additional environmental studies in accordance with 25 C.F.R. Part 661 and 25 C.F.R. Part 170, to the extent that the contract award does not cover the full cost for environmental studies required under NEPA.

7. Public Involvement

The Tribe will arrange for public involvement meetings in accordance with 25 C.F.R. § 170.435 relating to the construction of a new route and/or facility, and as required for the environmental studies required under NEPA, the National Historic Preservation Act (NHPA) and related Federal environmental laws and regulations.

The Tribe will provide or arrange for the preparation of notices of public involvement meetings, to be placed in a local newspaper in accordance with Tribal policies and requirements.

Prepare public involvement displays and handouts. Provide adequate numbers of handouts and displays for the public involvement meeting.

Conduct public involvement meetings to explain all concepts of the proposed alternatives.

Prepare or arrange for the preparation of a synopsis of the public involvement meetings, review and respond to comments received at the meeting (Public involvement transcript), and prepare a final report.

8. Cultural Resources and Historic Properties

The Tribe will prepare or arrange for the preparation of a cultural resources impact evaluation and comparison for the NEPA document based on Tribal/State records research and an on-site inspection of high probability sites, and a historic structures survey for all alternatives.

After a Preferred Alternative is identified, conduct surveys, complete and submit a cultural resources report to the Tribe's THPO. Cultural resources clearance will be required for the final environmental documentation.

9. Biological Investigations

The Tribe will perform or arrange for the performance of wetland surveys and delineations to determine the limits of all jurisdictional waters of the United States and potential jurisdictional wetlands within the project limits. The area of the project impact to jurisdictional waters, including wetlands and streams, will be determined to permit the project under Section 404 of the Clean Water Act.

Wetlands will be delineated using the **U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual of 1987** and applicable supplemental guidance published by the USACE for the project location.

The Tribe will contact the U.S. Fish and Wildlife (USFWS) to ensure that all state and federally listed threatened and endangered species of concern are identified, as well as their habitat areas, to avoid/minimize impacts. If suitable habitat for any listed threatened or endangered species is encountered within potential location alternatives, it may be necessary to survey for the species. NOTE: Presence and absence surveys for any listed threatened or endangered species are not included as part of this scope.

The Tribe will contact the U.S. Army Corps of Engineers (ACOE) to coordinate any required permits relating to lands falling within the ACOE's jurisdiction and control.

10. Hazardous Materials

The Tribe will perform or arrange for a literature and database review and a visual survey to identify potential hazardous/regulated material sites in the vicinity of the proposed project. The results of this effort shall be documented in the Environmental Documentation. This work shall include:

1. Overview and Summary of Hazardous Material Sites within the Study Area – This initial screening will include a review and evaluation of applicable state and federal regulatory agency databases.
2. Identification of Sites of Concern - A review and evaluation of the following list will be performed for the reasonable and feasible alternatives: Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), National Priority List (NPL), Resource Conservation and Recovery Act (RCRA), Regulated Storage Tanks (RST), Leaking Regulated Storage Tanks (LRST), etc.
3. Visual survey of the study area.

11. Environmental Document

The Tribe will prepare or arrange for the preparation of the environmental document. Include location studies, Biological assessments (per Section 7 Endangered Species Act), noise analysis results, and Section 4(f) evaluations if necessary.

1. Submit draft environmental document in MS Word format for text and pdf format for figures and attachments for review by the BIA.

2. Perform revisions necessary to respond to comments from the BIA.
3. Submit final draft to the BIA for approval.
4. Prepare designated number of copies of environmental document after BIA approval and distribute as directed. An electronic copy of the approved environmental document in pdf format shall be provided to the BIA.
5. Coordinate and obtain appropriate Federal, Tribal, and State permits and clearances (Section 106, Section 404, STAA, etc.) necessary for the environmental clearance and to construct the proposed project in compliance with Tribal procedures. Provide environmental information needed for completion of the NPDES SWPPP to design team, including wetland locations and acres of impacts, endangered and threatened species, 303(d) waters, Total Maximum Daily Load (TMDL) waters, operator of local municipal separate storm sewer system (MSS), and special waters for 50-ft buffer zone.

12. Construction Plan and Specifications Development

The Tribe will prepare, or arrange for the preparation of special provisions related to environmental commitments and protection. The Tribe will ensure all environmental commitments and regulatory requirements are incorporated into project plans and contracts by use of plan sheet notes, general notes and special provisions.

13. Bridge Design and Plans (including Bridge Abutments)

Preliminary Design

For the preliminary design phase, the Tribe will:

1. Develop design criteria to be used in the design of the projects prior to beginning preliminary design work. This submittal shall include documentation stating that the Tribe has reviewed and approved the design criteria.
2. For bridges at stream crossings, provide a hydraulic study/analysis to determine the effects of the design flood, the 100-year flood and the 500-year flood, also known as the 1%-annual chance and 0.2%-annual chance floods, for the recommended bridge. Determination of overtopping floods and the effects of future roadway embankments may also be required. A scour assessment should be performed. The Tribe will ensure that the awarded Contractor shall follow the approved methodology in the hydraulic study and scour assessment.

3. Geotechnical

- a) Obtain soil borings and determine soil properties with field and laboratory testing for bridge foundation, embankment design, and retaining walls.
- b) Interpret and evaluate geotechnical data for foundation analysis and design, bridge end and side slope embankment stability analysis including seismic analysis, and retaining walls.
- c) Provide recommendations for embankment height and material requirements for bridge approaches.
- d) Field surveying to determine location of soil borings.

4. Provide two (2) half-size (11 x 17) paper copies of the approved preliminary bridge layout. The paper copies shall include all applicable check prints. The bridge layouts shall show, as a minimum:

- a) Topography
- b) Hydraulic data. At stream crossings, hydraulic data should be shown in table form. The effects of the design flood, the 100-year flood and 500-year floods, also known as the 1%-annual chance flood and the 0.2%-annual chance flood, and overtopping.
- c) Geometric control dimensions
- d) Bridge length, width, and span lengths and types
- e) Design, construction, and material specifications
- f) Bridge foundation type, including, as applicable, estimated number and size of columns, pile sizes and lengths, etc.
- g) Schematic cross-section sketches of superstructure, showing deck thickness, girder type and spacing, stage construction sequencing, etc.

The Tribe will review preliminary bridge layouts of roadway/abutment plans at the 30% completion stage and shall coordinate written approvals of the bridge layout plans with the Public Authority and other agencies, as necessary, before detail bridge design and plans may commence.

The Tribe will prepare or arrange for the preparation of conceptual construction work roads drawings for Conditional Letter of Map Revision and timely submittal of Section 404 permits as applicable.

Final Design

For the final design, the Tribe will:

1. Perform, or arrange to perform, bridge design calculations based on the approved layout with any staged construction sequence. Provide design calculations in a pdf format. This consists of:
 - a) Seismic analysis, if necessary;
 - b) Foundations and pile lengths;
 - c) Substructure;
 - d) Superstructure;
 - e) Elastomeric bearings; and
 - f) Bridge expansion joints.
2. Provide two (2) half-size (11 x 17) copies of detail drawings. The paper copies shall include all applicable check prints. Complete bridge detail drawings shall include:
 - a) End bents;
 - b) Intermediate bents;
 - c) Piles;
 - d) Bearings;
 - e) Superstructure;
 - f) Expansion joints;
 - g) Parapets;
 - h) Approach slabs;
 - i) Approach gutters; and
 - j) Bridge quantity sheets.

The Tribe will ensure that each detail drawing should be fully checked and signed by the Tribe's awarded contractor. When different detail checking engineers are used for the same bridge or for different bridges, the Tribe will ensure that compatibility of details between bridge components and consistency between different bridges shall be carefully checked and confirmed by the awarded Contractor prior to submittal. The copies submitted for the final field inspection shall include the alterations necessary to respond to comments from the Tribe. These detail drawings should further:

- a) Provide quantities;
- b) Provide special provisions;
- c) Revise detail drawings as required to address comments from all reviews and field inspections;
- d) Provide construction cost estimate;
- e) Provide two (2) half-size (11x7) paper signed and sealed plans.
- f) Provide hydraulic certification as required.

The Tribe will approve the plans, specifications and estimates for the project in accordance with 25 C.F.R. 170.461.

14. Right of Way Plans – Preliminary and Final Design

The Tribe will provide or arrange for the preparation of right-of-way plans for necessary approvals as may be required under applicable Federal, Tribal and State laws and regulations. The Tribe will develop appraisals for any rights of way required for the Project in accordance with applicable Federal laws and regulations and provide the appraisal report to the BIA for review and approval.

15. Utility Relocation – If Necessary

The Tribe will: (1) verify if any existing utility locations would be in proximity or affected within to the project area; (2) determine if any such utilities would need to be relocated; and (3) prepare designs and plans for any utility relocations.

B. Special Conditions of the Work

All work performed by the Tribe's awarded Engineering contractor shall comply with all applicable Federal, Tribal, State, and local laws, regulations, and ordinances. The Tribe's awarded Engineering contractor must have a Certificate of Authorization to practice engineering in the State of North Dakota. Plans shall be stamped by a Professional Engineer registered in the State of North Dakota. All subconsultants providing engineering or surveying services must have a Certificate of Authorization to practice in the State of North Dakota as well.

The Tribe's awarded Engineering contractor shall be required to assume responsibility for all services whether or not these services are produced directly by the awarded Engineering contractor or through subconsultant(s). The Tribe will consider the awarded Engineering contractor to be the sole point of contact with regard to contractual matters, and the Tribe will retain the right to approve or disapprove all proposed subconsultant(s).

The Tribe's awarded Engineering Contractor and any authorized subconsultant(s) shall maintain a current copy of the equal employment opportunity policy and Department of Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (within the last year) on file with the Department.

The Tribe's awarded Engineering contractor will be required to verify that it will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under the negotiated agreement. Furthermore, the Tribe's awarded Engineering Contractor will be required to warrant that it will not enter into any other contract during the term of this agreement that would create or involve a conflict of interest with the services provided herein or other contracts that may be adverse to the Tribe, City, or County. The awarded Engineering Contractor shall further covenant that, in the performance of the contract, the Contractor or subconsultant shall not employ any person, or subcontract with any entity, having known interest.

The awarded Engineering Contractor must submit an audit report including a report on internal control and compliance accompanied by the Contractor's Certification of Final Indirect Costs as required by FHWA Order 4470.1A. The report shall meet the reporting guidelines provided in the applicable financial audit standards sections of the Generally Accepted Government Auditing Standards (GAGAS) and shall include positive assurance that all costs included in the recommended rate are allowed by 48 CFR Part 31. Firms whose audits have been conducted by an independent CPA are also required to submit a letter of approval from the cognizant State or Federal Agency in their home State if available. An indirect cost rate, set by the audit, must be approved by the Tribe prior to executing the contract.

The Tribe will reserve the right to postpone the opening and/or review of respondent submittals for cause or convenience. The Tribe also reserves the right to reject any and all proposals, in whole or in part, and to waive any information therein. If only one qualified consultant responds by the due date, the Tribe may enter into contract negotiations with that firm.

End of Document