



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 08-84
OF THE
SQUAXIN ISLAND TRIBAL COUNCIL

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

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

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

WHEREAS, the Squaxin Island Tribal Council has an established commitment to and history of working to obtain funding from various sources, including federal and tribal funding, for on-reservation and off-reservation transportation projects of importance to the Tribe and the surrounding community; **and**

WHEREAS, the Squaxin Island Tribal Council is aware that the Bureau of Indian Affairs (BIA) through its Indian Reservation Roads (IRR) program provides funds, including tribal shares, for eligible priority transportation projects and programs, including *design and construction* projects; **and**

WHEREAS, the Squaxin Island Tribal Council is aware that the *Reservation-Wide Safety* project – reservation-wide safety, minor construction projects around Squaxin Lane (IRR Route 130) – is a top priority that requires a P.L. 93-638 contract for BIA IRR project funding and development; **and**

WHEREAS, the Squaxin Island Tribal Council is aware that a *new* P.L. 93-638 contract is required for BIA IRR project funding and development; **and**

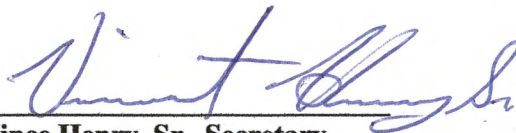
NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby request that the Tribe enter into a cost reimbursable contract with the U.S. Department of Interior, Bureau of Indian Affairs, according to P.L. 93-638, Subpart J, a *design-construction* contract for Squaxin Lane (Route 130) for reservation-wide safety/minor construction improvements, including preliminary engineering, right-of-way, environmental and cultural documentation, construction, construction engineering, inspection and testing, and project management.

BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council further authorizes the Chairman, Executive Director, and the Director of Planning and Community Development to be the Tribe's representative in all future matters requiring Tribal authorization for this project, to negotiate for advance funding in executing the project, to perform all necessary transactions as permitted by P.L. 93-638 authorized hereunder, including obtaining federal approval and executing any and all documents necessary to accomplish the same, and that these authorities shall be for the duration of the funded project.

CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted during a regular meeting held on this 14 day of August 2008, and was passed by a vote of 5 for, and 0 against with 0 abstentions.


David Lopeman, Chairman

Attested by: 
Vince Henry, Sr., Secretary


Arnold Cooper, Vice-Chairman

CONTRACT APPLICATION FOR A **CONSTRUCTION** or DESIGN (PS&E) PROJECT

Squaxin Island Tribe (IRR Tribe 121)
Squaxin Ln (IRR Route 130) Reservation-Wide Safety

Introduction. Reservation-wide safety improvements are needed to prevent multi-modal injury accidents, accommodate population growth, increase public health, and increase mobility.

Location. The project is located on the Squaxin Island Reservation in Kamilche, Washington, in Southeast Mason County, about five miles south of Shelton in the 35th Legislative District and 6th Congressional District. The Squaxin Island Tribe is a signatory of the 1854 Medicine Creek Treaty with a current enrollment of 983 and an estimated service population of 2,640, according to tribal records. The tribe is the county's largest employer, according to the Mason County Economic Development Council.

Project description. The proposed **design-construction** minor construction project is phased to complete a series of improvements that increase safety around the reservation. Since all routes connect with Squaxin Lane (IRR Route 130) a route that provides access to the Tribal Center and Education Center areas, Squaxin Lane will be the target route in this **three-year multi-modal project** that includes reservation-wide trails and lighting. The estimated construction cost is \$100,000 per year (\$300,000 total cost, CN at 75%, PE and ROW at 25%). The estimated completion date is FY12.

Funding. The proposed project is funded with BIA IRR tribal shares. Outside funding sources may augment BIA IRR funds for an increased scope of work.

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The following information shall be submitted in sufficient detail (each item be completed) to permit review and evaluation for the proposed construction contract as required by 25 CFR Part 900, Subpart J, and in light of the declination criteria set forth in 25 CFR Part 900, Subpart E.

A. Full name, address, and telephone number of the tribe or tribal organization applying for the contract per 25 CFR Section 900.125(a). Squaxin Island Tribe, SE 10 Squaxin Ln, Shelton, WA 98584, (360) 426-9781

B. In addition to the above, the Indian tribe or tribal organization submitting the construction proposal shall provide **descriptions of the following standards** under which they propose to operate the contract: All program standards listed below are in place for the execution of this contract.

Program Standards – 25 CFR Section 900.125(1 – 11)

1. The use of licensed and qualified architects: The project will be designed to Washington State Department of Transportation (WSDOT) standards. The federal government, including the BIA, accepts WSDOT standards.
2. Applicable health and safety standards: The project will state in its contracts provisions designed to insure full compliance with all applicable federal, state, and local laws governing safety, health, and sanitation; and b) require that the contractor provide all safeguards, safety devices, and protective equipment, taking any other actions reasonable and necessary to protect property in connection with the performance of the work covered by the contract.
3. Adherence to applicable Federal, State, local, and tribal building codes and engineering standards: The project will meet or exceed applicable tribal, federal, state, and local building codes and engineering standards.
4. Structural integrity: The project will use quality control, quality assurance, and oversight to ensure a high level of structural integrity, in keeping with tribal, federal, state, and local standards.
5. Accountability of funds (identify Tribe's system and standards): The Squaxin Island Tribe has the managerial, technical, and administrative capability to ensure successful completion of the proposed project. Roles and responsibilities are clearly defined to ensure that the project is administered according to the highest professional standards and executed in accordance with the implementation schedule. Resumes and position descriptions are available for review. The Finance Department manages over \$8.4 million in governmental federal, state, and local grants and contracts, and two governmental compacts. The Tribe conducts business and accounting practices in compliance with federal and state regulations, and the U.S. Office of Management's Budget Circular A-87 and A-133. The financial statements are in compliance with Government Accounting Standards Board, Statement No. 34 (GASB 34), meeting the requirements of 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments) and 24 CFR Part 1003 (HUD related). Recent audits have had no findings or questioned costs. The Tribe will meet the minimum procurement, property, and financial management standards set forth in Subpart F, subject to any waiver that may have been granted under Subpart K.
6. Adequate competition for subcontracting under tribal or other applicable law. The Squaxin Island Tribe procurement policy provides for competition in all purchasing and allows sole sourcing under certain circumstances pertaining to specialized services, special skills, or expertise.
7. The commencement, performance, and completion of the project: Clearly identify 1) project phases, 2) projected timeframes of for each phase, and 3) project design standards. The project will start following receipt of funds and begin immediately with any bidding and contracting (30-60 days) followed by design and construction (about 150 days).
8. Adherence to project plans and specifications (including any applicable Federal construction guidelines and manuals and the Secretary shall accept tribal proposals for alternatives which are consistent with or exceed Federal guidelines or manuals applicable to construction programs): The project will meet or exceed applicable tribal, federal, state, and local guidelines and manuals applicable to construction programs.

9. The use of proper materials and workmanship: The project will meet or exceed tribal, federal, state, and local guidelines and manuals in the use of proper materials and workmanship.
10. Necessary inspection and testing: The contractor will perform all necessary inspection and testing.
11. With respect to the self-determination contract between the Indian tribe or tribal organization and Federal government, a process for changes, modifications, stop work, and termination of the work when warranted: The Squaxin Island Tribe will follow PL 39-638 25 CFR Part 900 in terms of changes, modifications, stop work, and termination of work when warranted.

In addition to provisions regarding the program standards listed above, the Squaxin Island Tribe shall also include in its construction contract proposal the following per 25 CFR Section 900.125(b).

1. **Design** contract, activities statement. Program of Requirements (POR) and/or Scope of Work (SOW) are not known at this time. The proposed project may produce construction documents in accordance with the POR and SOW. If tribal construction procedures, standards, and methods (including national, regional, state, or tribal building codes or construction industry standards) are consistent with or exceed applicable Federal standards, then the Secretary shall accept the tribally proposed standards.
2. **Construction contract, activities, statement, and PS&E.** The proposed project will be built in accordance with the construction documents produced as a part of design construction activities. Project documents, including plans, specifications, and estimates (PS&E), are hereby incorporated into this contract through this reference. If tribal construction procedures, standards, and methods (including national, regional, state, or tribal building codes or construction industry standards) meet or exceed applicable Federal standards, then the Secretary shall accept the tribally proposed standards.
3. **Coordination.** Proposed methods to accommodate the responsibilities of the Secretary provided Sec. 900.131: The Squaxin Island Tribe will coordinate and communicate with all parties to ensure that all parties proceed to resolve any project quality assurance and/or project contractual issues.
4. **Management.** Proposed methods to accommodate the responsibilities of the Indian tribe or tribal organization provided in Sec. 900.130 unless otherwise addressed in paragraph (a) of this section and minimum staff qualifications proposed by the Indian tribe or tribal organization. The Squaxin Island Tribe will manage and oversee the project following all the requirements of 25 CFR Section 900.130 using qualified Tribal staff. The Tribe has much successful project experience and will be responsible for successful completion of this contract upon completion of approved contract documents.
5. **Budget.** A contract budget as described in 25 CFR Section 900.127 (describe and attach the budget). Upon receipt of the final 638-identified PS&E budget, a further break-down of the final proposal will be developed. BIA will review the budget and respond in fifteen days or less. The project budget will include construction, construction management, and tribal project management line items. An initial budget and budget narrative is *not* attached at this time.
6. **Construction schedule.** The period of performance for the conduct of all activities to be contracted (identify based on known timeframes of the construction project and attach). The construction schedule is not known at this time. As to a timeline, project preliminary engineering (PE including PS&E, NEPA, etc) is expected to be completed in FY09 under an existing 638 design contract.

When PE is complete and construction is fully funded, the proposed construction project is expected to be completed in FY10, otherwise in FY11 as a high priority project. A timeline is *not* attached at this time.

7. **Payment schedule.** A payment schedule as described in 25 CFR Section 900.132 (acknowledge whether advance payment is requested and/or to be negotiated based on schedule of need and provide justification or advise if payments will be made with monthly progress payment.) Funding will be secured within the tribal financial systems and standards employed to secure the funds against fraud, waste, and abuse.
8. **Construction Management Service (CMS).** A statement indicating whether or not the Indian tribe or tribal organization has or plans to have a Construction Management Service (CMS) contract related to this project (i.e. CMS subcontracted out, CMS performed by Tribe, CMS by BIA employees). The Squaxin Island Tribe will provide CMS using qualified tribal personnel.
9. **Resolution.** Current (un-revoked) authorizing resolution in accordance with Sec. 900.8(d) for all Indian tribes benefiting from the contract proposal (attach a signed copy of a resolution which specifically identifies the project and the phases to contract for under PL 93-638). See attached resolution.
10. **Additional federal responsibilities.** List any responsibilities, in addition to the Federal responsibilities listed in 25 CFR Section 900.131, which the Indian tribe or tribal organization proposes the Federal government perform to assist with the completion of the scope of work: To be negotiated. There may be a small amount of additional BIA oversight needed for construction and contract compliance.
11. **Certifications and assurances.** Certifications and assurances related to 25 CFR Section 900.125(c). The certification contains the signature that pertains to the entire 638 application. See attached certifications and assurances.

Attachments

1. Resolution
2. Bylaws and Constitution
3. Indirect Cost Agreement
4. 25 CFR Section 900.125(c) certifications and assurances
5. Initial timeframe, budget and budget narrative– budget will be negotiated as PS&E is known, therefore it is not included at this time
6. Plans, specifications, and estimates (PS&E) documents – not included at this time

ASSURANCES
25 CFR Section 900.125(c)
FOR ENTERING INTO A PL 93-638 FOR THE ROAD MAINTENANCE
AND ALSO AN INDIAN RESERVATION ROAD PROGRAM CONTRACTS

The Squaxin Island Tribe will provide the following assurances in its contract proposal:

1. If the Indian tribe or tribal organization elects *not* to take title (pursuant to Subpart I) to Federal property used in carrying out the contract, “The Indian tribe or tribal organization will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. The Indian tribe or tribal organization will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.”
2. “The Indian tribe or tribal organization will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.),” which prohibits the use of lead based paint in construction or rehabilitation of residential structures.
3. “The Indian tribe or tribal organization will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646,” which provides fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal participation in purchases.
4. “Except for work performed by tribal or tribal organization employees, the Indian tribe or tribal organization will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276c and 18 U.S.C. 874),” for Federally assisted construction sub agreements.
5. “The Indian tribe or tribal organization will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234),” which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
6. “The Indian tribe or tribal organization will comply with all applicable Federal environmental laws, regulations, and Executive Orders.”
7. “The Indian tribe or tribal organization will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.) related to protecting the components or potential components of the national wild and scenic rivers system.”
8. “The Indian tribe or tribal organization will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et. seq.).”
9. The Tribe assures they have in place the minimum standards required when carrying out the self determination contract for Financial Management System, Procurement Management System and Property Management System in accordance with Subpart F, 25 CFR Part 900.

The Indian tribe or tribal organization and the Secretary will both make a *good faith effort* to identify any other applicable Federal laws, Executive Orders, or regulations applicable to the contract, share them with the other party, and refer to them in the construction contract. The parties will make a *good faith effort* to identify tribal laws, ordinances, and resolutions, which may affect either party in the performance of the contract.

CERTIFICATIONS

The Squaxin Island Tribe hereby certifies to the following, and these certifications will be included in the terms and conditions of any contract resultant from this application.

1. "Construction documents produced as part of this contract will be produced in accordance with the Program of Requirements and/or Scope of Work."
2. "That the Tribal construction procedures, standards and methods (including national, regional, state, or tribal building codes or construction industry standards) proposed in this application are consistent with or exceed applicable Federal standards."
3. "That the facility will be built in accordance with the construction documents, including plans and specifications, are hereby incorporated into this contract through this reference."

(Name/Title of Authorizing Tribal Official)

(Date)

25 CFR, PART 900, SUBPART J, SECTION 900.127 - CONTRACT BUDGET

Sec. 900.127 What can be included in the Indian tribe or tribal organization's contract budget?

(a) The costs incurred will vary depending on which phase (see 25 CFR Section 900.112) of the construction process the Indian tribe or tribal organization is conducting and the type of contract that will be used. The total amount awarded under a construction contract shall reflect an overall fair and reasonable price to the parties (see 25 CFR Section 900.129).

(b) Costs for activities under this subpart that have not been billed, allocated, or recovered under a contract issued under section 108 of the Act should be included.

(c) The Indian tribe or tribal organization's budget should include the cost elements that reflect an overall fair and reasonable price. These costs include:

(1) Reasonable costs to the Indian tribe or tribal organization of performing the contract, taking into consideration the terms of the contract and the requirements of the Act and any other applicable law;

(2) The costs of preparing the contract proposal and supporting cost data;

(3) The costs associated with auditing the general and administrative costs of the Indian tribe or tribal organization associated with the management of the construction contract; and

(4) In cases where the Indian tribe or tribal organization is submitting a fixed-price construction contract:

(i) The reasonable costs to the Indian tribe or tribal organization for general administration incurred in connection with the project that is the subject of the contract;

(ii) The ability of the contractor that carries out the construction contract to make a reasonable profit, taking into consideration the risks associated with carrying out the contract, local market conditions, and other relevant considerations.

(d) In establishing a contract budget for a construction project, the Secretary shall not be required to identify separately the components described in paragraphs (c)(4)(i) and (c)(4)(ii) of this section.

(e) The Indian tribe or tribal organization's budget proposal includes a detailed budget breakdown for performing the scope of work including a total "not to exceed" dollar amount with which to perform the scope of work. Specific budget line items, if requested by the Indian tribe or tribal organization, can include the following:

(1) The administrative costs the Indian tribe or tribal organization may incur including:

(i) Personnel needed to provide administrative oversight of the contract;

(ii) Travel costs incurred, both local travel incurred as a direct result of conducting the contract and remote travel necessary to review project status with the Secretary;

(iii) Meeting costs incurred while meeting with community residents to develop project documents;

(iv) Fees to be paid to consultants, such as demographic consultants, planning consultants, attorneys, accountants, and personnel who will provide construction management services;

(2) The fees to be paid to architects and engineers to assist in preparing project documents and to assist in oversight of the construction process;

(3) The fees to be paid to develop project surveys including topographical surveys, site boundary descriptions, geotechnical surveys, archeological surveys, and NEPA compliance, and;

(4) In the case of a contract to conduct project construction activities, the fees to provide a part-time or full-time on-site inspector, depending on the terms of the contract, to monitor construction activities;

(5) In the case of a contract to conduct project construction activities, project site development costs;

(6) In the case of a contract to conduct project construction activities, project construction costs including those costs described in paragraph (c)(4), of this section;

(7) The cost of securing and installing moveable equipment, telecommunications and data processing equipment, furnishings, including works of art, and special purpose equipment when part of a construction contract;

(8) A contingency amount for unanticipated conditions of the construction phase of cost-reimbursable contracts. The amount of the contingency provided shall be 3 percent of activities being contracted or 50 percent of the available contingency funds, whichever is greater. In the event provision of required contingency funds will cause the project to exceed available project funds, the discrepancy shall be reconciled in accordance with 25 CFR Section 900.129(e). Any additional contingency funds for the construction phase will be negotiated on an as-needed basis subject to the availability of funds and the nature, scope, and complexity of the project. Any contingency for other phases will be negotiated on a contract-by-contract basis. Unused contingency funds obligated to the contract and remaining at the end of the contract will be considered savings.

(9) Other costs incurred that are directly related to the conduct of contract activities.