

Resolution #93-68-JJR

**RESOLUTION OF THE GOVERNING BODY OF
THE THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD RESERVATION**

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, The Constitution and Bylaws of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and the enrolled members thereof; and

WHEREAS, The Three Affiliated Tribes authorizes the White Shield School District to contract the \$1.4 million FIR project with the Bureau at the White Shield School.

NOW THEREFORE BE IT RESOLVED, That under the contracting provision of PL-93-638, a contract proposal be prepared for submission to the Branch of Contract Services, Bureau of Indian Affairs, Albuquerque, NM.

BE IT FURTHER RESOLVED, That the White Shield School District be authorized to sign documents necessary to secure such contract with the Bureau of Indian Affairs in concurrence with the Three Affiliated Tribes.

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Regular Meeting, thereof duly called, noticed, convened, and held on the 10th day of June, 1993; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting and that said resolution has not been rescinded or amended in any way.

Chairman:

Voting

Not Voting

RESOLUTION OF THE GOVERNING BODY OF
THE THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD RESERVATION

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, The Constitution and Bylaws of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and the enrolled members thereof; and

WHEREAS, The Three Affiliated Tribes authorizes the White Shield School Board to propose to contract for the administering of a repair/maintenance project with the Bureau at the White Shield School.

NOW THEREFORE BE IT RESOLVED BY THE THREE AFFILIATED TRIBES, that under the contracting provision of PL-93-638, a contract proposal be prepared for submission to the Branch of Contract Services, Bureau of Indian Affairs, Albuquerque, N.M.

BE IT FURTHER RESOLVED, that the White Shield School Board President be authorized to sign documents necessary to secure such contracts with the Bureau of Indian Affairs on behalf of the Three Affiliated Tribes.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitutes a quorum, 7 were present at a ~~Regular~~ Special meeting thereof duly called, noticed, convened and held on the 10th day of June, 1993: that the foregoing resolution was duly adopted at such meeting by the affirmative vote 7 members, 0 members opposed, 0 members abstaining, 0 members not voting and that

FACILITIES IMPROVEMENT AND REPAIR CONSTRUCTION APPLICATION FORM FOR
BUREAU AUTHORIZED PROGRAMS PURSUANT TO P.L. 93-638

1. The full name, address and telephone number of the tribal organization which is applying for the contract (25 CFR 14 (a)).

White Shield School
HC 1 Box 66
Roseglen N.D. 58636
Ph. 701-743-4355

2. The full name of the Tribe with which the tribal organization is affiliated if different than from Number 1 above.

(25 cfr 271.14 (b).

SAME AS ABOVE

3. The name of the Tribe directly benefiting or receiving services from the proposed contract if different or additional to Number 2 above: (25 CFR 271.14 (c)).

SAME AS ABOVE

4. Attached is/are the required documentation (tribal resolution) requesting and authorizing the contract from each of the tribes listed under number 3 above: (25 CFR 271.14 (d) and 25 CFR 271.18).

Resolution No. _____

5. a. this application was submitted to : (25 CFR 271.14(e).

Facility Management and Construction Center, B.I.A.
Construction Services, Program Staff
Attention: Mr. Loyd Spottedwolf
P.O. Box 1248
Albuquerque, New Mexico 87103

6. Date application was submitted:

Signature by the authorized representative of the tribal organization and the date thereof:

(SIGNATURE)

DATE

7. The estimated number of Indian people who will receive benefits or services from this contract is 1000 recognized members stand to benefit from the contract, based on latest data from the Tribal records and when the school will be constructed. Several generations of community members will educate their children in the facility complex.

personnel. (original agreement of file at FMCC)

Technical services

Those services which the White Shield School may require professional engineering expertise for the design modification of the facility during construction if required.

Legal services

Those services which the White Shield School may require legal counseling on items pertaining to the construction of the project (as required)

10. Statement of tribal organization substantive knowledge of the program, part of a program of function to be contracted: (25 CFR 271.4 (j)).

The White Shield School Board has contracted and administered programs to meet the needs of its community for the last 10 years. The School Board operates numerous 638 contracts and Grants with Bureau of Indian Affairs and P.L. 100-297 Grants. White Shield School Board has familiarized itself with the processes and requirements of working with FMCC. The White Shield School has also demonstrated its ability to construct facilities that meet the needs of the community.

Through these accomplishments, the White Shield School has successfully demonstrated that it has substantive knowledge and experience necessary to contract and conduct the proposed scope of the contract to build the White Shield (K-12) School .

11. Description of personnel system and position description for key personnel: (Describe, employee recruiting system, selection criteria, qualification requirements or standards used for selection, promotion, separation policy, tribal appeal system and remedies in case of an appeal, etc.: (25 CFR 271.14 (k)).

The White Shield School has developed and implemented a comprehensive Personnel Management System. It contains approved and adopted policies and procedures to recruit, selection criteria, qualification and requirements used for selection, promotion, separation policies, and an appeal system.

12. The White Shield School has sufficient equipment and facilities to conduct the scope of the proposed contract. is to be constructed will be required

The following space requirements will be required to preform this contract which is available through the White Shield School. Administrative space: Project Managers Office; business office space for part time secretary; office furniture, P.C. with word perfect, Quatro, Project management, and Pro communications; telephone, FAX and copying machines,

White Shield (K-12) SCHOOL
 Roseglen N.D. 58775
 Phone (701) 743-4355

April 26, 1993

PRE-AGREEMENT PROPOSAL FOR THE FI&R CONSTRUCTION

HOURS REQUIRED

<u>Tasks</u>	<u>Legal</u>	<u>Staff</u>	<u>School Administrator</u>	<u>School Board</u>	<u>Consultant</u>	
Prepare 93-638 Const. Application				20		
School Board Review Application			8	8		
Legal Review					8	
Finalize 93-638 Const Application			4			
12 Travel to FMCC to Negotiate			16		8	
Advertise for Project Manager			3			
			8			
			<u>31</u>	<u>8</u>	<u>28</u>	<u>8</u>
						<u>18</u>

1. Consultant to prepare base construction application document and position description for project manager.
2. The White Shield School Board will review all prepared documents, advertisements,
3. The Legal Staff will review the contract application for assurance of legal ramifications
4. The secretarial staff will prepare all documents, record minutes of meeting, mail documents, and other related duties as required and deem necessary.
5. The Project Manager will direct, manage, coordinate, and oversee all phases of the Construction Project.

White Shield School (K-12)
Roseglen N.D. 58775
Phone (701) 743-4355

April 26, 1993

PRE-AGREEMENT COST PROPOSAL FOR FI&R CONSTRUCTION

PRE-AWARD TRAVEL COSTS
TRAVEL

Travel of Authorized representative of White Shield School Board
to negotiate Pre-Construction and Construction 93-638 contract with FMCC
Travel air-fare 780/person 780.00
Perdiem 3 days @ \$75/person/day 225.00
Vehicle rental three days 125.00
\$1,130.00

SALARIES:

Secretary 18 hrs. X \$ 12/hr.
(Includes Fringe Benefits @ 21.3%) 216.00
\$216.00

SCHOOL BOARD Construction Application Review

\$40/MEETING X 5 MEMBERS X 1 MEETING \$200.00

LEGAL FEES

\$100/hr. X 4hrs \$400.00

CONSULTANT FEES

Document preparation of : pre-agreement for Project Construction; 93-638
Contract;prepare and; participate as technical advisor during
construction in the preparation of construction contract documentation
and FMCC construction documentation; other documents as deemed
necessary.

\$60/hr. X 28 hrs. (est. to be paid on actual hours) \$1,680.00
Plus New Mexico State Revenue Tax 1680 X 5.78% 97.10
2,177.10

Total Pre-Agreement Proposal for 93-638 Construction Application
Approval \$3,323.10

Deliverables:

Completed, signed and notice to proceed issued to the White Shield School
Board for the FI&R construction of the White Shield School.

8. The descriptive narrative (name&scope) of the functions, Bureau Programs, or portions or programs requested to contract for is/are: (25CFR 271.14(h).

The White Shield School Board proposes to contract for the Facilities Improvement and Repair Construction Project of the K-12 White Shield School, pursuant to authority under P.L. 93-638 and project funding.

These services include :

Administer, manage, inspect, and construct, according to the FI&R Project plans and specification, work on the White Shield School. The White Shield School will also manage and implement the necessary procedures to secure qualified personnel for the administration and inspection described in the plans and specification for the White Shield School. It is the intent to conduct all of the activities to complete the project as provided and detailed in the approved AE's plans and specifications, and under the General Provisions for Public Law 93-638 Contract for construction. The Bureau of Indian Affairs Office of Facilities Management and Construction Center shall provide technical assistance on a regular basis as required and needed.

9. The White Shield School Board plan of operations is as follows (25 CFR 217.14 (i).

A. Statement of tribal goals and objectives to be obtained by the contract are:

(1) Scope of Contract: To provide construction project administration, management, inspection services and FI&R construction, of the White Shield (K-12) school to completion and acceptance by the Bureau of Indian Affairs.

Objectives:

1. To administer the construction process to ensure that all aspects of the design and specifications are adhered. The White Shield School Board has the necessary expertise, experience and capability to preform the work based on P.L. 93-638 and the general provisions to expedite the construction process and minimize delays.

2. To maintain an appropriate timeline toward the successful completion of the project.

3. To provide for the supervision and inspection of the construction to ensue that the regulations regarding the health, safety, fire and educational coded are strictly followed.

4. To ensure compliance of the design plans and specifications as determined in the General provision of P.L. 93-638 Contract for

Construction.

(2) **Purpose of Contract:** The purpose of the contract is to provide the White Shield School Board the opportunity to take the responsibility for construction of the approved plans and specifications, as provided for by P.L. 93-638. This will meet the White Shield School Board's intent to exercise greater responsibility in the nurturing of a quality of life for its people that reflects self-determination.

Also to provide the White Shield School Board the opportunity to provide a safe and healthy school environment for students, staff and community. Also the White Shield (K-12) School will meet the White Shield School Board's intent to exercise greater responsibility in the nurturing of a quality of life for its people that reflects self-determination.

(3) **Other, Goals & Objectives:** To exercise the White Shield School Board right to develop economic and quality as promoted by the "New Federalism" for American Indians based on the report from the Senate Select Committee on Indian Affairs. It was further stated that the opportunities allow tribal governments to exercise responsibilities and accountability.

B. The organization, methods and procedures to be used to accomplish Tribal goals and objectives stated above are:

Organization Chart: See Attachment

Scope of Duties Responsibilities: The White Shield School Board will hire a project manager whose duties are to oversee the day-to-day operations of the FI&R Construction Project. The Project Manager will report directly to the White Shield School Board. The BIA responsibilities will be coordinated by the Contracting Officer, Contracting Officer's representative and representatives of the Facility Management Construction Center.

Methods:

(1) The initial meeting will be held with the parties involved to review the A/E Plans and Specifications and any specific requirements by the BIA for initial preconstruction conference with the White Shield School Board.

(3) The White Shield School Board intends to hire a Construction Project Manager who will be responsible for the daily coordination, information dissemination, and necessary reporting requirements. The intent of this is to assure the construction will be according to plans and specifications.

(2) The construction will be based on standards and specifications

defined in the final construction documents and will be further open to alternatives provided for in the provisions of P.L. 93-638 Contract for construction.

(3) The White Shield School Board will be responsible, through the project coordinator, for performance of approved contracts and any amendments and /or change orders. . The intent of this is to assure the construction will be according to plans and specifications.

(4) The work on the White Shield School is to be constructed and inspected in accordance with the approved final plans and specifications incorporated into the contract and completed by, or before the estimated construction time period.

(b) Report Requirements: The White Shield School Board shall subcontract for inspection services to assure quality control according to plans and specifications. All official submittals and communications between the Project Manager and the BIA shall be submitted through the White Shield School Board. Procedures and schedules shall be specified in the project plans and specifications developed by the white Shield School Board and Project Manager to ensure that the monthly reviews and acceptances of inspection submittals and construction progress are reviewed.

C. The means to measure progress and accomplishments (Reports, Narrative or Statistical, or minutes of meetings, tests, on-site visits, etc.): The following will be provided to ensure that provisions for analysis are developed.

- (1) Will monitor construction wages for Davis-Bacon compliance.
- (2) Monthly Review Reports to BIA accompanying monthly drawdown request.
- (3) Final/summation narrative and statistical report to the BIA.
- (4) Other reports as required by the contract with the BIA.
- (5) Monitoring visits by the C.O. and/or C.O.R. assigned by the BIA to the White Shield School Project.

D. BUDGET (Attached)

E. Staffing plan, including extent, if any, that Bureau personnel may be utilized (see 25 CFR) for staffing options the applicant may wish to consider. (Attached)

D. DELIVERABLES/SUBMITTAL:

Submit all deliverables as indicated under Paragraph D to the following address:

Contracting Officer
Facilities Management Construction Center
Mail Code 105-41
P.D. Box 1248
Albuquerque, New Mexico 87103
Telephone (505) 766-2884

E. GOVERNMENT FURNISHED MATERIALS:

1. Detailed Plans and specifications ready for bidding of the FI&R Project
2. Program of Requirements

F. TRAVEL AUTHORIZATION:

The Contractor shall include in the proposal all travel costs associated with providing the required service including travel to the Architect-Engineer subcontractor's office or to Bureau office in Albuquerque, New Mexico.

G. PAYMENTS:

Payment will be made in accordance with the P.L. 93-638 contract Special Conditions for the respective phase of the work upon completion and acceptance of the following tasks:

H. CONSULTATION AND COORDINATION:

Contact, _____ FMCC Project Manager at telephone no. (505) 766-2823 for

questions or discussions regarding any portions of the Construction project including but not limited to: Design and specification interpretation 2.) inspection interpretation 3.) Monthly Project payments 4.) Reporting requirements or bidding and award services when necessary. Mr. Edward Brewer will be designated as the Contracting Officer's Representative (COR) during these phases of the contract. He may be contacted at telephone no. (505) 766-2884 in all other matters.

b. Report Requirements

The White Shield School Board agrees to comply with requirements set forth in 25 CFR 271.46, 25 CFR 271.49, and 25 CFR 271.48. Therefore, a quarterly report will be submitted using a milestone schedule to monitor the project.

E. Staffing plan, including extent, if any, that Bureau personnel may be utilized (See 25 CFR) for staffing option the applicant may wish to

consider.

The following are the quality assurance responsibilities of the projects participants:

White Shield (K-12) School PROJECT TEAM -

provides guidance and direction to the Project Manager in the development of the P.L. 93-638 application.

report directly to the Tribal Council regarding progress, and potential problems during the application and pre-contract phase.

assures that effective practices and procedures are implemented consistent with provisions of the contract.

TRIBAL COUNCIL REPRESENTATIVE -

assures fund disbursements are consistent with the provisions of the contract.

provides financial report on a regular basis and ensures proper documentation for drawdowns as required.

assures the establishment and implementation of systems for reporting, and taking corrective action on potential problems.

assures compliance with quality requirements with respect to fiscal and financial portions of the construction contract.

SCHOOL BOARD CHAIRMAN

assures that all facilities educational specifications and requirements are met according to project plans and specifications.

SCHOOL ADMINISTRATOR

Assists the Project Manager to assure that the school design is consistent with other new structures and facilities within the community. Also assists in the selection of the color schemes, interior construction materials and furniture based on previous associations with A&E design companies which have preformed work for the community. Assists in the A/E contractor and review of the design stages to assures the requirements are met.

PROJECT MANAGER

assures that the coordination, timeframes, all submittals, and all facilities educational specifications and requirements are met according to project plans and specifications.

Consultation Services

Act as a representative for the White Shield School in matters pertaining technical portion of the design project with FMCC

personnel. (original agreement of file at FMCC)

Technical services

Those services which the White Shield School may require professional engineering expertise for the design modification of the facility during construction if required.

Legal services

Those services which the White Shield School may require legal counseling on items pertaining to the construction of the project (as required).

10. Statement of tribal organization substantive knowledge of the program, part of a program of function to be contracted: (25 CFR 271.4 (j)).

The White Shield School Board has contracted and administered programs to meet the needs of its community for the last 5 years. The School Board operates numerous 638 contracts and Grants with Bureau of Indian Affairs and P.L. 100-297 Grants. White Shield School Board has familiarized itself with the processes and requirements of working with FMCC. The White Shield School has also demonstrated its ability to construct facilities that meet the needs of the community.

Through these accomplishments, the White Shield School has successfully demonstrated that it has substantive knowledge and experience necessary to contract and conduct the proposed scope of the contract to build the White Shield (K-12) School.

11. Description of personnel system and position description for key personnel; (Describe, employee recruiting system, selection criteria, qualification requirements or standards used for selection, promotion, separation policy, tribal appeal system and remedies in case of an appeal, etc.: (25 CFR 271.14 (k)).

The White Shield School has developed and implemented a comprehensive Personnel Management System. It contains approved and adopted policies and procedures to recruit, selection criteria, qualification and requirements used for selection, promotion, separation policies, and an appeal system.

12. The White Shield School has sufficient equipment and facilities to conduct the scope of the proposed contract. is to be constructed will be required

The following space requirements will be required to perform this contract which is available through the White Shield School. Administrative space: Project Managers Office; business office space for part time secretary; office furniture, P.C. with word perfect, Quatro, Project management, and Pro communications; telephone, FAX and copying machines,

conference table and chairs, and drafting board.

13. Certification by a licensed accountant that the bookkeeping and accounting procedures the tribal organization presently uses or will use to perform the contract meets the standards of 25 CFR 276.7 (Check one): (25 CFR 172.14 (m)).

- is attached. An original signature for these is on Attachment 4.
- will obtain and submit required certification before any funds under the contract will be requested for reimbursement.
- not attached but will establish a bookkeeping and accounting system that will be requested for reimbursement only after the certification is actually submitted.
- has been submitted in connection with Contract No. _____, _____ and _____, and is the same bookkeeping and accounting system that will be used for the White Shield School contract.

14. The tribal organization's system for managing all property and keeping records is as follows: (25 CFR 271.14(n)).
See attachment.
15. A pre-award payment in the amount of \$3,923.10 will be required to implement the White Shield School Board application and perform the White Shield School FI&R construction contract.
16. The proposed term of the White Shield School contract is from June 1, 1993 to October 31, 1993.

WHITE SHIELD SCHOOL BOARD
PROPOSED ADMINISTRATION BUDGET FOR CONSTRUCTION

I. PROJECT ADMINISTRATION

A. Personnel:		
1. Project Manager (6 months)		\$20,000.00
1. Secretary (6 months)		\$ 7,500.00
2. Fringe Benefits @ 35%		<u>\$9,625.00</u>
	Total Personnel Cost	\$36,625.00
 B. Reproduction Costs 25 sets X 25 =		625.00
C. Office Supplies/Copying 500/mo.X 6mo.=		3,000.00
D. Communications 125/mo. X 6 mo. =		750.00
E. Consultation Services-as required		9,914.16
(E'clat Service & Performance)		
(Agreement on file at FMCC)		
120 hrs. @ \$60/hr \$7,200		
New Mexico State Revenue Tax		
5.78% X 7,200= \$418.16		
 Travel to White Shield School to participate in pre-construction meeting and one INTERIM trip for assistance as required;		
AirFare	780.00	
Car rental	250.00	
Perdiem @ \$73/day X 3 days	<u>219.00</u>	
	1,249.00 X 2 trips=	\$2,498.00
 F. Technical- Shop Drawing Review		3,000.00
by A&E firm		
Legal- as required		500.00
 G. local travel as required		500.00
Total Direct Cost		\$54,914.16
H. Indirect Cost FY 1992	cost rate 25.01% X 36,625.00	\$9,160.00
		\$64,074.16
TOTAL ADMINISTRATIVE BUDGET		\$64,074.16

BUDGET JUSTIFICATION
PROJECT ADMINISTRATION
WHITE SHIELD SCHOOL BOARD

A. The construction management team will consist of personnel

positions which are required to provide efficient and adequate management of this construction project for a period of 6 months. The 6 months will allow adequate time for:

- pre-construction activities and office setup
- complete personnel hiring/assignments
- implementing all necessary pre-construction planning and conferences
- monitor on-going FIER project
- prepare necessary reports required by FMCC

Positions include:

PROJECT MANAGER, 0.5 FTE @ \$19.31 per hour x 2080 hrs (12 mos) for a total of.....\$20,000.00

Secretary, 0.5 FTE @ \$ 7.21 per hour X 2080 hrs. for a total of.....\$ 7,500.00

The current rate for employee fringe benefits is 35% which covers workmen's compensation, FICA, retirement, and insurance for the personnel listed..... \$ 9,625.00

Travel will be necessary for the project members construction coordinator

Local Mileage at GSA Rates \$ 500.00

Total Travel

Costs..... \$500.00

Reproduction costs: 25 plan sets @ \$25.00/set.... \$625.00

Office Supplies and copying services for the Construction Management Team, Project Team members, accountant and secretary..... \$ 3,000.00

Communications; telephone, postage, UPS delivery, Video documentation of construction..... \$ 750.00

Consultation services will include technical fees for the duration of the contract and during to the construction period.

Consultation Services \$ 9,914.16

Technical fees..... \$ 3,000.00

Legal fees..... \$ 500.00

The 1990 indirect cost rate is at 25.01% which is applied to the project's salary and fringe benefit cost of 36,625.00 for an amount of... \$ 9,160.00

WHITE SHIELD SCHOOL BOARD
PROPOSED CONSTRUCTION BUDGET

I.	CONSTRUCTION	\$1,499,404.00
II.	**CONSTRUCTION CONTINGENCY	\$ 74,970.00
IV.	INSPECTION	\$30,000.00
	SUBTOTAL	\$1,604,374.00
VI.	ADMINISTRATION	\$ 64,074.16
	GRAND TOTAL	\$1,668,448.16

** Construction Contingency funds will be held @ FMCC for changes orders to be approved by the Bureau's project manager (COR) and Contracting Officer.

**JOB DESCRIPTION
WHITE SHIELD SCHOOL BOARD
CONSTRUCTION PROJECT MANAGER**

GENERAL RESPONSIBILITIES

Under the direct supervision of the White Shield School Board, the Project Manager will be responsible for the daily monitoring and oversight of the White Shield School Boards sub-contractor. The incumbent will also be responsible for monitoring the budget for the project and ensure that construction costs are within the approved budget. Other responsibilities include reporting the construction progress on a regular basis to the White Shield School Board, making recommendations for changes to the FI&R Project if needed. Ability to work cooperatively with all parties to ensure proper representation for the White School Board.

SPECIFIC DUTIES AND RESPONSIBILITIES

- *Overall administration of the construction budget and construction office operations and needs.*
- *Coordination of all sub-contractors, i.e., A/E firm, construction contractor inspection services.*
- *Coordinate with the A/E firm, all conferences related to project (pre-construction, monthly meetings, interim conference, final inspection, and orientation to new structures).*
- *Monitor actual work in relation to work scope of contracts.*
- *Monitor adherence to BIA general conditions of P.L. 93-638 contract.*
- *Insure proper documentation of invoices and budget requests.*
- *Develop reporting procedures and implement on a monthly basis to the White Shield School Board.*
- *Oversee and participate in all related briefings, meetings, reporting, change orders.*
- *Other construction related activities as assigned by the Tribal Chairman.*
- *Assure adequate construction inspection is being performed*
- *Maintains a daily diary of manpower materials and supplies on site, equipment working and work progress to assure compliance with*
David R. Raza, Est. progress committee and general

1. Reports directly to the White Shield School Board
2. Works cooperatively with the Tribal Accountant
3. Works A&E for shop drawing review and approval and plans and specifications enturpitation when required.
4. Maintains a daily working relationship with the Construction Inspector to assure conformance of work to the plans and specifications.

CONTACTS

Contacts with BIA/Facility Management Construction Center and entities under its responsibilities. Will also be required to work with architect, inspection services contractor, General Contractor and sub-contractors.

REQUIREMENTS

Experience: 5 years experience in the field, or prior experience in successfully managing a construction project.

*White Shield
School FI&R Project*

INSTRUCTIONS FOR PROJECT CONSTRUCTION INSPECTION

Project: White Shield School FI&R
Project No: _____
Construction Contract No. _____
Inspection Contract No. _____
SRS No. _____

Preconstruction Meeting:

Date:

These instructions are applicable for the inspection of the White Shield School FI&R Project. Thorough familiarization by those concerned will save time and money and enable the Tribe to render more efficient and satisfactory service.

It is extremely important that the interested parties be kept abreast of project developments, etc. The interested parties are:

CONTRACTING OFFICER (CO)

CONSTRUCTION CONTRACTOR

Lloyd Spotted Wolf

White Shield School Board

BIA - Facilities Management & Construction Ctr.
500 Gold Avenue S.W.
Suite #8208 - 8th Floor
P.O. Box #1248

BUS: 505-766-2884 or FTS 474-2884

FAX:

FAX: 505-766-3493

CONTRACTING OFFICER'S REPRESENTATIVE (CO)
CONTRACTOR

INSPECTION SERVICES

BIA - Facilities Mgmt. & Construction Ctr.

500 Gold Avenue S.W.

Suite #8206 - 8th Floor

P.O. Box #1248

Albuquerque, NM 87103 - 1248

BUS: 505-766-2821 or FTS 474-2821

FAX: 505-766-3493

Correspondence and direction initiated by the (White Shield School) through the Project manager will be given to the Construction Inspection Services Contract. The Inspection Services Contractor will be utilized on a "as needed" basis as determined by the Project manager. All Government requirements for construction inspection contained in this document will be met. Submittals requiring approval action and change order proposals will be submitted directly to the Project manager for disposition. Correspondence to the Contracting Officer will be transmitted through the Project manager, to be forwarded to the Contracting Officer's Representative (CO).

- A. All correspondence should identify the copy recipients on the lower left corner of the original and all copies.

- B. All correspondence should show the following reference on the upper right hand corner of the original and all copies.

Ref: White Shield School
Contract No.
Project No.
SRS No.

C. Submittals

1. The Project manager shall review or direct to be reviewed in accordance with the requirements of the construction contract and accept or reject.
 - a. All shop drawings and test certifications submitted by the Construction Contractor, (White Shield School Board).
 - b. All schedules, lists, brochures, and catalog data submitted by the White Shield School.
 - c. All material samples and catalog cuts submitted by the White Shield School.
 - d. White Shield School cost and progress schedule and subsequent revisions (Exhibit B).
 - e. All other submittals required under the Construction Contract.
 - f. No action will be taken on unlabeled or improperly labeled samples. All samples must have labels attached to them containing the following information:

Project:	White Shield School FI&R
Project No.:	
Sample:	Name of Material
Trade Name:	Trade name or brand
Federal Specs.:	Federal Specs., number and grade
Gauge, Weight, etc.:	As required
Purpose:	Spec. Sec. _____ Para. _____
	Page _____
Manufacturer:	Name _____

Contractor:	Name _____
Subcontractor:	Name _____

Note: Five working days are allowed for review and approval or disapproval of the above submittals. Submittals will be returned to the White Shield School for his distribution after approval actions are taken.

2. The Project manager shall review or cause to be reviewed in accordance with the requirements of the contract and recommend acceptance or rejection of the following submittals.

a. Progress Payment Requests submitted by the White Shield School.

b. Proposals for modifications to the construction contract submitted by the White Shield School that affect work, contract cost, contract duration and applicable clauses of the construction contract.

c. All contractor and subcontractor payrolls.

Note: The above submittals are to be reviewed and forwarded promptly with recommendations to the Project manager, who will further review and forward with his recommendations to the Contracting Officer.

D. Submittal Requirements

Shop drawings, catalog data, literature and the like, are to be submitted in a minimum of six copies. A minimum of one sample is required.

E. Distribution of Approved Shop Drawings, Catalog Cuts, Samples, etc.

	Shop Drawings <u>Catalog Cuts, etc.</u>	Material <u>Samples</u>
1. White Shield School		2 <u>a</u> / 1 <u>b</u> /
2. Construction Inspector (when required)	2	1
3. CO	1	
4. Project manager	1	

Total to be submitted	6 <u>a</u> /	2 <u>b</u> /

a/ Two copies will normally be returned to the White Shield School for distribution by him. Copies of approved submittals will be sent to the Project manager. A reasonable number of additional copies may be submitted at the White Shield School's option.

b/ Required only when the White Shield School desires approved samples.

F. Requirements for Approved Submittals at Job-Site

The White Shield School's Superintendent and the Project manager are each required to keep one copy of each submitted shop drawing or descriptive data on the job-site in addition to any copies required by subcontractors.

G. BIA Transmittal Form

BIA Transmittal Form shall accompany each copy of the White Shield School's Shop Drawing Submittals (Exhibit E).

GENERAL NOTE: Installation of materials which have been disapproved will not be permitted. The White Shield School shall not be paid for materials purchased until they are submitted and approved. No approval action will be taken on material submittals by suppliers or prospective suppliers.

H. Inspection of Construction

Inspection of the construction shall generally consist of the following services for the period set forth in the Contract.

1. Personnel

- a. Full time services of a Project manager. Additional Inspectors will be provided when directed by the Project manager for the adequate inspection of the construction work.
- b. On-site inspection when directed by the PM and/or the CO of an architect and structural, mechanical, electrical and/or civil engineers. Since construction activities will generally not require the services of all these disciplines at the same time, periodic inspections will not necessarily be made as a team.
- c. An architect, structural, electrical and/or mechanical engineers for the final inspection when directed by the PM and/or the CO.

2. Other Inspection Requirements and Responsibilities

- a. Observe the performance and progress of the White Shield School and subcontractors performing work at the site and require the White Shield School and subcontractors to comply with plans, specifications, and other construction performance requirements of the Contract.
- b. Without delay, inform the PM, the CO and the White Shield School, in writing, of any failure of the subcontractors to follow sound construction practices or to comply with the requirements of the plans, specifications, and other construction contract documents.
- c. Without delay, inform the PM, the CO and the White Shield School of any violation by the subcontractors of applicable provisions of Federal, state, or municipal safety laws, ordinances or regulations.

d. Maintain the same level of inspection as required by the contract documents with the

approved progress schedule and investigate progress or performance problems encountered by the White Shield School or subcontractors. Keep the PM and CO informed, in writing, of any lag in progress sufficient to indicate the probability of failure to complete the construction contract on time. Advise or make recommendations (as appropriate) to the PM and CO with respect to performance or progress problems.

2. Other Inspection Requirements and Responsibilities

- e. Respond promptly to all questions from the Project manager or subcontractors regarding the requirements of the construction contract documents; provided, however, that any questions which cannot be readily answered by reference to the contract documents or which involve an interpretation of the contract documents shall be referred together with the comments and recommendations of the Construction Inspector to the Project manager, who shall as promptly as feasible, resolve the question and render his interpretation.
- f. Inspect materials delivered and require that materials and equipment incorporated into the project meet contract requirements. Promptly notify the White Shield School, the PM, and the CO of the delivery of materials which do not meet the requirements of the specifications.
- g. Direct quality control testing as required by the construction contract requirements. Specify locations, elevations, batches, frequency, etc., of tests to be performed and ensure that test results are in compliance with contract specifications.
- h. Make recommendations to the PM and CO with respect to changes, time extensions, and other matters affecting the administration and enforcement of the construction provisions.
- i. When directed by the PM and/or the CO, request proposals from the White Shield School for proposed modifications to the contract. Use "Alpha" designations for proposals.

NOTE: White Shield School Proposals will be submitted to the PM with the following documentation attached.

- 1. Letter to Contractor requesting a Change Order Proposal (Exhibit M).**
- 2. Independent Cost Estimate.**
- 3. Change Order Justification and Obligation of Funds (Exhibit N).**
- 4. Subcontractor's original proposals if work is to be performed by subcontractors.**

- j. Prepare independent cost estimates for all proposed modifications and submit to the PM.**
- k. Keep records or estimates of materials and labor used in the performance of change orders for which the White Shield School's price has not been established.**
- l. Maintain at the project site, a master set of red-lined blue-line prints and specifications noting all changes to, deviations from, and additions to the original construction contract requirements. Upon completion of construction, the White Shield School shall transcribe all working drawing changes to a set of plastic reproducibles. The White Shield School shall turn over to the BIA, a complete set of the plastic reproducibles, as well as the marked sets of working drawings and specifications. Reproducibles of drawings will be provided.**

2. Other Inspection Requirements and Responsibilities

m. Payrolls

(1) Maintain a current record of payrolls submitted by the White Shield School and subcontractors. Submit a Delinquent Payroll Report (Exhibit K) with each Monthly Construction Report. If no payrolls are delinquent, enter "None". A copy is to be transmitted to the White Shield School.

(2) Check payrolls for accuracy and each week forward payrolls

together with the appropriate reports on compliance or non-compliance with the labor standards to the PM and the CO.

- n. Review the White Shield School's estimated value of the various branches of the work performed. Prepare jointly with the White Shield School, the Monthly Construction Report and forward to the PM and CO (Exhibit D).

NOTE: Line item values (including retainage) will be rounded to the nearest ten dollars on progress payments. If the contract price is not an even ten dollar figure, a line item within "General Requirements" (Division 1) will include the odd amount. This line item will not show 100% completion until final payment.

- o. Maintain and keep current, at the site, a list of approved change orders; a list of pending change orders; a Submittal Tracking Log Form (Exhibit S) (preferably computerized); copies of all correspondence with the Hannahville Indian Community and the Government, the White Shield School and subcontractors, and the PM; a complete set of all approved shop drawings, brochures; catalog cuts of mechanical and electrical equipment, samples, etc.

- p. Prepare and furnish the following reports to the PM:

- (1) A record of progress consisting of Daily Construction Reports (Exhibit G), submitted weekly, and a Daily Log covering all pertinent data; such as, but not limited to, temperature, rainfall, delays, number of workmen employed (number of Indians by craft separate), branches of work in progress, start and completion of main branch of work, materials delivered, major equipment on the job, problems encountered, changes recommended by the White Shield School, proposals requested or authorized by the PM and/or CO, visitors at the site and similar data.

- (2) Detailed special reports on extraordinary or unusual occurrences, e.g., delays, accidents, differing site conditions, etc. Notify the PM and CO immediately of any accident or injury

occurring on the project site.

- (3) **Monthly Progress Report (Exhibit J)** to be submitted with the White Shield School's Monthly Construction Report. The report will include a narrative project summary for the reporting period; construction progress and schedule variances; significant accomplishments; problem areas (actual and potential); change orders proposed and/or approved; and key activities for the following month.

2. Other Inspection Requirements and Responsibilities

- q. The proposed final inspection date will be jointly determined between the PM and the White Shield School. Notify the PM and CO two weeks in advance of proposed date. The PM shall ensure that the White Shield School is ready for final inspection. The inspection will be conducted jointly by the Project manager, the White Shield School, and the Government. The PM shall prepare and submit a Final Inspection Report (Exhibit O) to the Government and assure that all deficiencies are corrected by the White Shield School. The PM shall recommend the proposed date of final acceptance to the Project manager and the CO.
- r. All records necessary for the field performance of construction contract administration will be maintained on the project site in the office of the Construction Inspector. These records are the property of the Government and will be handled on a "for official use only" basis. They will not be removed from the project site unless directed by the Contracting Officer.
- s. **Office Supplies and Equipment:** The PM shall provide, at no additional cost to the Government, all office supplies, services and machines and local telephone calls. The PM shall prepay all shipping charges as may be necessary in the performance of the services required under the Contract. Reimbursement will be provided the PM for long distance calls and postage necessary for the orderly progress of the construction work. Payment will be made upon receipt of

authenticated billings.

t. Suspension of Work and Withholding of Progress Payments: The PM shall promptly notify the CO and White Shield School of any contract violations which, in the judgement of the PM, may be cause for suspension of work, withholding of progress payments or terminations for default. The Contracting Officer shall make all determinations regarding suspensions and terminations and the resumption of work or payments.

I. Travel

All visits to the project site by PM support and consultants shall be made only after prior approval has been given by the Contracting Officer (CO). Requests to make site visits may be made by telephone but must be confirmed in writing. Any authorized travel in excess of estimated amount will be handled by change order to the contract. Reimbursement will be made for actual cost of common carrier fares, rental cars, and charter flights in accordance with the contract provisions.

J. Daily Mancount

The White Shield School is required to provide the PM with a daily mancount of all personnel working on the project at the job-site (Exhibit A). This will be furnished to the PM no later than 10 AM on the next regular workday following the date worked. The mancount will show the number and types of craftsmen employed by the White Shield School and each subcontractor and also include the number of Indians in each craft category.

K. School Superintendent

1. The School Superintendent has no authority over the Contract to authorize change or to issue directives concerning the contract work.

2. The White Shield School should not request contractual information or

accept directions from education personnel.

3. If education personnel request changes or additional work, they should be advised to process the request through their normal channels.
4. The School Superintendent does have general administrative authority over the site and use of facilities under his jurisdiction, particularly concerning interference with his normal operations, regulations relative to speed limits, firearms, use of intoxicating beverages, etc.

I. Payments to Construction Inspector Services Contractor

The CMISC shall be paid for actual costs incurred during each month on receipt of a request for payment supported by a detailed breakdown itemizing personnel utilized, hours worked, travel, per diem, etc., (Exhibit Q). The request for payment will be submitted immediately at the end of each month. Any invoices that are not readily available to be included, such as Long Distance Telephone, may be submitted with the next billing period. This billing shall be addressed to the White Shield School Board, Attention: Project manager (PM).

**White Shield School
Project No.**

**ATTACHMENTS TO
INSTRUCTIONS FOR PROJECT CONSTRUCTION INSPECTION**

- EXHIBIT A - Daily Mancount
- EXHIBIT B - Progress and Cost Breakdown Schedule
- EXHIBIT C - Schedule of Costs
- EXHIBIT D - Letter to Contractor Approving Schedule of Cost and Project Schedule
- EXHIBIT E - Submittal Approval Form
- EXHIBIT F - Letter to Contractor Requesting Equipment Installed Cost
- EXHIBIT G - Daily Construction Report
- EXHIBIT H - Progress Payment Request
- EXHIBIT I - Monthly Construction Report
- EXHIBIT J - Monthly Progress Report
- EXHIBIT K - Delinquent Payroll Report
- EXHIBIT L - Labor Standards Interview Statement
- EXHIBIT M - Letter to Contractor Requesting a Change Order Proposal
- EXHIBIT N - Change Order Justification and Obligation of Funds
- EXHIBIT O - Final Inspection Report
- EXHIBIT P - Letter to Contractor Regarding Final Inspection Punch List
- EXHIBIT Q - A-E's Suggested Billing Format
- EXHIBIT R - Minor Modification Form
- EXHIBIT S - Submittal Tracking Log Form

conference table and chairs, and drafting board.

13. Certification by a licensed accountant that the bookkeeping and accounting procedures the tribal organization presently uses or will use to perform the contract meets the standards of 25 CFR 276.7 (Check one): (25 CFR 172.14 (m)).

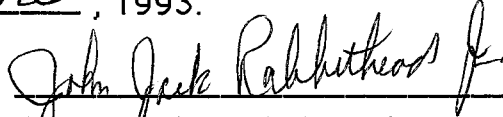
- is attached. An original signature for these is on Attachment 4.
- will obtain and submit required certification before any funds under the contract will be requested for reimbursement.
- not attached but will establish a bookkeeping and accounting system that will be requested for reimbursement only after the certification is actually submitted.
- has been submitted in connection with Contract No. _____, _____, and _____, and is the same bookkeeping and accounting system that will be used for the White Shield School contract.

14. The tribal organization's system for managing all property and keeping records is as follows: (25 CFR 271.14(n)). See attachment.
15. A pre-award payment in the amount of \$3,823.10 will be required to implement the White Shield School Board application and perform the White Shield School FI&R construction contract.
16. The proposed term of the White Shield School contract is from June 1, 1993 to October 31, 1993.

the said resolution has not been rescinded or amended in any way.

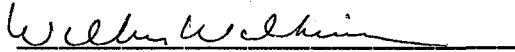
Chairman Voting Not Voting

Dated this 10th day of June, 1993.



Jack Rabbithead, Secretary
Three Affiliated Tribes
Tribal Business Council

Attest:



Wilbur Wilkinson, Chairman
Three Affiliated Tribes
Tribal Business Council

Resolution #93- 68-JJR

Dated this 10th day of June, 1993.

John J. Rabbithead Jr.
Secretary, John J. Rabbithead, Jr.
Three Affiliated Tribes
Tribal Business Council

ATTEST:

Wilbur D. Wilkinson
Wilbur D. Wilkinson, Chairman
Three Affiliated Tribes
Tribal Business Council