

Cher-Ae Heights Indian Community of the Trinidad Rancheria

**REQUEST FOR QUALIFICATIONS**

The Trinidad Rancheria – Humboldt Bay Municipal Water District  
Mainline Extension Project Predevelopment Project

Date Released: February 15, 2023,

**Cher-Ae Heights Indian Community of the Trinidad Rancheria  
1 Cher-Ae Lane  
PO Box 630  
Trinidad, California 95570**

**Proposals are due prior to 5:00 P.M. PST, March 29, 2023**

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## Introduction

You are invited to submit a proposal/statement of qualifications (SOQ) and other materials, in accordance with the outline below, to be considered for selection by the Cher-Ae Heights Indian Community of the Trinidad Rancheria (Tribe) to: Complete a variety of engineering, environmental, and management services for the Tribe

The Trinidad Rancheria – Humboldt Bay Municipal Water District Mainline Extension Project Predevelopment (“Project”) will be funded using multiple sources including, the Federal Emergency Management Agency (FEMA) via the Robert T. Stafford Emergency Assistance and Disaster Relief Act for a FEMA Hazard Mitigation Program project; Indian Health Services (IHS) pursuant to the provisions of Public Law 86-121 (73 Stat.267), Bureau of Indian Affairs (BIA) and Tribal dollars requiring the Consultant to follow all pertinent Tribal and Federal laws and regulations.

It is anticipated that compensation under any contract resulting from this Request for Qualifications (RFQ) will be on a cost plus fee basis with a not-to-exceed amount. Negotiations to establish the contract amount shall take place after the consultant selection process is completed, with a contract performance period of eighteen months from the date approved by Trinidad Rancheria Tribal Council.

The proposals submitted in response to this RFQ will be used as a basis for selecting the Consultant for this project. The Consultant’s proposal will be evaluated and ranked according to the criteria provided in Section C, “Proposal Evaluation,” of this RFP.

Addenda to this RFQ, if issued, will be sent to all prospective Consultants that have provided Trinidad Rancheria with a Letter of Interest; and posted on Humboldt Builders Exchange as well as on the Trinidad Rancheria website at:

<http://www.humbx.com>

<http://www.trinidad-rancheria.org>

It shall be the Consultant’s responsibility to check Humboldt Builders Exchange and/or the Trinidad Rancheria website to obtain any addenda that may be issued. It is the proposer’s sole responsibility to monitor the websites for possible addenda to this RFQ. Failure of proposer to retrieve addenda from the site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of proposal.

This RFQ does not commit the Trinidad Rancheria to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Trinidad Rancheria reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Trinidad Rancheria to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Trinidad Rancheria.

Pre-proposal questions regarding this RFQ will only be accepted via email. All pre-proposal questions shall be submitted via email to: [lsanders@trinidadrancheria.com](mailto:lsanders@trinidadrancheria.com) with the subject: "Trinidad Main Line Extensions". Questions shall be submitted before 5:00 PM, PST. on March 13, 2023. All questions will be responded to in a group addendum format to all prospective consultants on March 17, 2023. Written questions should include the individual's name, the name of the firm, address, telephone number and email.

No oral question or inquiry about this RFQ shall be accepted.

### Categories of Services

The Tribe is seeking a consultant firm or team to provide services necessary to proceed with the Trinidad Rancheria –Humboldt Bay Municipal Water District Mainline Extension Project Predevelopment – Phase 1. It is anticipated that a single consultant firm or team will be selected encompassing all the required engineering and environmental disciplines. The disciplines that are required include:

1. Project planning and preliminary engineering
2. Engineering economic analysis
3. Surveying and topographic mapping and land/right-of-way documentation and research
4. Geotechnical evaluation and engineering
5. Environmental – completion of special studies, preparation and circulation of appropriate CEQA document, and support of FEMA's NEPA process
6. Permitting – preparation of all required permit applications and related work to secure required permits
7. Preparation of Plans and Specifications, and cost estimates for project construction (50% complete)

### Project Description

The Cher-Ae Heights Indian Community of the Trinidad Rancheria (Trinidad Rancheria) is a federally recognized Indian tribe. Trinidad Rancheria is located in rural/remote Northern California, is comprised of 106,522 acres dispersed between three separate areas of tribal trust lands and one fee parcel. The core land holding (main parcel) is located west of U.S. Highway 101 along the Pacific Coast, just southeast of the town of Trinidad, California, and approximately 25 miles north of the City of Eureka, California. This main parcel accommodates Tribal Offices, Tribal Member Housing, Social Services, a Tribal Library, the Heights Casino and the Sunset Restaurant. The Tribe has accomplished planning for community improvements in housing, land use, economic and social development, cultural preservation, environmental sustainability, and climate change/hazard mitigation on or nears

The Project will address the Tribe's critical need to mitigate current drought conditions and deliver a new water supply to the Trust Lands of the Trinidad Rancheria to support health, safety, economic development, community livability, sustainability, and cultural values with a sustainable water source. This is important, as the Tribe's planned community improvements will trigger high level discussions and comments regarding water dependence in both the Tribal community and wider community among diverse user groups.

Currently, Trinidad Rancheria purchases water from the City of Trinidad for Tribal Member Residences, Tribal Offices, and Businesses. In 2019, the Tribe requested that the City of Trinidad expand its water service to meet the development and build out needs for the Tribes' Master Planning goals however after the City completed numerous studies regarding the ability to provide additional water to current users, it was determined additional water supply would not be available to the Tribe due to the limited water supply from Luffenholtz Creek.

Subsequently, Trinidad Rancheria has entered into an MOU and a Main-Line Extension Agreement with the Humboldt Bay Municipal Water District to develop a 6 to 8 inch water main line that will serve the Trinidad Rancheria Trust Lands. The transmission line will be extended from McKinleyville, CA to the Trinidad Rancheria. The most likely alignment will be installed on local roads from McKinleyville to Highway 101 (Little River Bridge) and then from Highway 101 to Trinidad Rancheria (See Appendix A).

## Project Objectives

The Project goal is to increase equity for the disadvantaged Tribal community and provide a safe, sustainable, integrated, and efficient water source for the Trinidad Rancheria by identifying broad strategies to meet Tribal Member Residences, Tribal Offices, and Businesses and Master Planning goals and needs. The multimodal strategies can and will address current and future community land use, economic development, environment (natural, human, and cultural), public safety, health, and social needs, among others.

The overall Project objectives are:

To mitigate current drought conditions and deliver plans, specifications and estimates for a new water supply to the Trust Lands of the Trinidad Rancheria using Humboldt Bay Municipal Water District supply.

## Scope of Work

The Scope of Work for this project encompasses developing the Trinidad Rancheria –Humboldt Bay Municipal Water District Mainline Extension Project Predevelopment – Phase 1.

## Phase 1 – Preliminary Analysis and Investigations

### 1. Project Planning

The Consultant shall prepare for and attend a kickoff meeting with Rancheria Staff and District Staff to coordinate the project's goals, objectives, and timeline.

### 2. Project Management

- 2.1 Attend and document design meetings
- 2.2 Draft correspondence
- 2.3 Manage subcontractors
- 2.4 Maintain project files
- 2.5 Manage and direct overall design and environmental teams
- 2.6 Quality Control and Quality Assurance of all work products

### 3. Grant Administration

- 3.1 Coordinate grant administration with Tribal Staff
- 3.2 Ensure scope of the project is consistent with scope defined in the grant applications and/or agreements
- 3.3 Ensure compliance with the grant program requirements and funding agreements
- 3.4 Completion of Quarterly Status Reports for submittal to all granting agencies documenting progress of the project

### 4. Geotechnical Investigation

- 4.1 Investigation of any necessary borings required to properly design the foundation for the Extraterritorial extension of water service
- 4.2 Preparation of geotechnical report detailing the findings of the investigation

### 5. Preliminary Engineering Design

- 5.1 Prepare preliminary design documents in conformance with American Water Works Association (AWWA) standards in consultation with Tribe, District and the District engineer, to provide information needed for completion of the NEPA/CEQA process. Consultant will design and prepare detailed plans, specifications and drawings for the construction of the improvements necessary to extend and provide water service to the Project. The plans, specifications, and drawings will be 50% complete and must comply with all District ordinances, resolutions, rules, regulations, policies, standards and specifications, as well as all other applicable federal, state and local standards and requirements, whichever are most stringent.
- 5.2 Propose initial structural analysis of all portions of the project, determining the current seismic requirements for each, as necessary.

## 6 Environmental

- 6.1 Special Studies - Conduct site specific biological survey, wetlands survey, and sensitive habitat survey, as required for NEPA and CEQA and other necessary permits. It is anticipated that biological, archaeological, and cultural resources studies will be required.
- 6.2 Cultural Resources Investigation – Conduct cultural resources investigation to identify any cultural resources located in or adjacent to the project area.
- 6.3 Phase I Investigation – Complete a limited Phase I investigation to assess whether it is likely that any hazardous materials or impacted soil or groundwater will be encountered during the construction of the proposed project
- 6.4 CEQA Documentation - Prepare the California Environmental Quality Act documentation including an Initial Study, the appropriate CEQA document (which will likely be a Mitigated Negative Declaration), a Mitigation Monitoring Program, and required notices

## 7 Regulatory Approvals and Permitting

- 7.1 Prepare all regulatory and permit applications, coordinate with and respond to requests of the permitting or regulatory agencies, and acquire all necessary permits

**7.1.1 Local Area Formation Commission Approval.** The extraterritorial extension of water service contemplated must be approved by the Humboldt Local Area Formation Commission (“LAFCo”). Consultant acknowledges that LAFCo may condition its approval of the extraterritorial extension of water service contemplated upon the performance of certain actions, including, but not limited to, review under the California Environmental Quality Act (“CEQA”).

**7.1.2 County Approval.** The extraterritorial extension of water service and the improvements contemplated must be approved by the County of Humboldt (“County”) as reflected in a final Coastal Development Permit or other final permit as may be required by the County. The consultant acknowledges that the County may condition its approval of the extraterritorial extension of water service and the improvements contemplated upon the performance of certain actions, including but not limited to CEQA review.

**7.1.3 State Water Board Approval.** The extraterritorial extension of water service contemplated must be approved by the California State Water Resources Control Board or the Regional Board, as applicable.

**7.1.4 Bureau of Indian Affairs Approval.** Consultant shall obtain any and all approvals from the Bureau of Indian Affairs that may be required by law to extend the District’s water service and required water line extension to the Tribe’s Lands, including approval of any easements or other property rights across the Tribe’s Lands.

## 8 Topographic Surveying

- 8.1 Take ground shots sufficient to create a digital terrain model with elevation contours.

8.2 Provide locations of property lines, roads, structures, underground utilities, fences, trees, and other topographic items.

## 9 Preliminary Land/Right-of-Way Research and Documentation

9.1 Conduct research to determine the status of easements, rights-of-way, and ownership along the proposed pipeline alignment.

## Proposal and Selection Process

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

### A. Letter of Interest

A single page letter of interest on Consultant letterhead shall be transmitted via email to: [jhostler@trinidadrancheria.com](mailto:jhostler@trinidadrancheria.com) no later than 5:00 pm (PST), March 1, 2023. The letter shall state the Consultant's intent to submit a proposal for the project and willingness to attend a proposal presentation.

### B. Proposal Requirements

Interested Consultants shall submit their introductory letter (copy of original previously submitted on March 1, 2023), information, qualifications and experience for the Trinidad Rancheria-Humboldt Bay Municipal Water District Mainline Extension Project Predevelopment no later than 5:00 pm (PST) March 29, 2023 via email to: [lsanders@trinidadrancheria.com](mailto:lsanders@trinidadrancheria.com)

#### 1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacque Hostler Carmesin, CEO  
Trinidad Rancheria  
PO Box 630  
Trinidad, CA 95570-0630

The letter shall be on Consultant letterhead and include the Consultant's primary contact name, mailing address, telephone number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter. The letter shall be signed in blue by the individual authorized to bind the Consultant to the proposal. (maximum 2 pages)



2. Consultant Information, Qualifications and Experience

- Provide a summary of Consultant Team, including organizational chart of sub consultants and key project team members. (maximum 5 pages)
- Submit a detailed example of a minimum of three (3) similar projects that are either current or completed within the last five (5) years. Each similar project example shall include at a minimum the Project Name, Contracting Agency, Contracting Project Manager, Funding Source, Date of Contract, End Date or Current, Consultant Project Manager. (maximum 10 pages)
- Include brief relevant information of the key project personnel for the Consultant Project Team. (maximum 5 pages)

3. Conflict of Interest Statement

The proposing Consultant shall disclose (on behalf of their firm or employees) any personal, financial, business, or other relationship with the Trinidad Rancheria that may have an impact upon the outcome of selection of this project. The Consultant shall also list current clients who may have a financial interest in the outcome of this project.

4. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

5. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment A.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

6. Insurance Coverage

The prospective Consultant shall provide a summary of the firm's insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. The Tribe requires a minimum of \$2 million of general liability coverage during the contract period, with the Tribe named as an additional insured on Consultants policy

C. Proposal Evaluation

All qualifications for Professional Engineering Services shall be reviewed by the Trinidad Rancheria Selection Committee (Committee). Which shall include Trinidad Rancheria staff, at least one representative from the District and one representative from IHS. The Committee shall short-list three (3) Consultants that are deemed most qualified to complete the project. A representative from the Committee will contact each Consultant in writing to inform the Consultant if they are on the short-list.

The scoring system used to short-list the three consultants shall be based on the following:

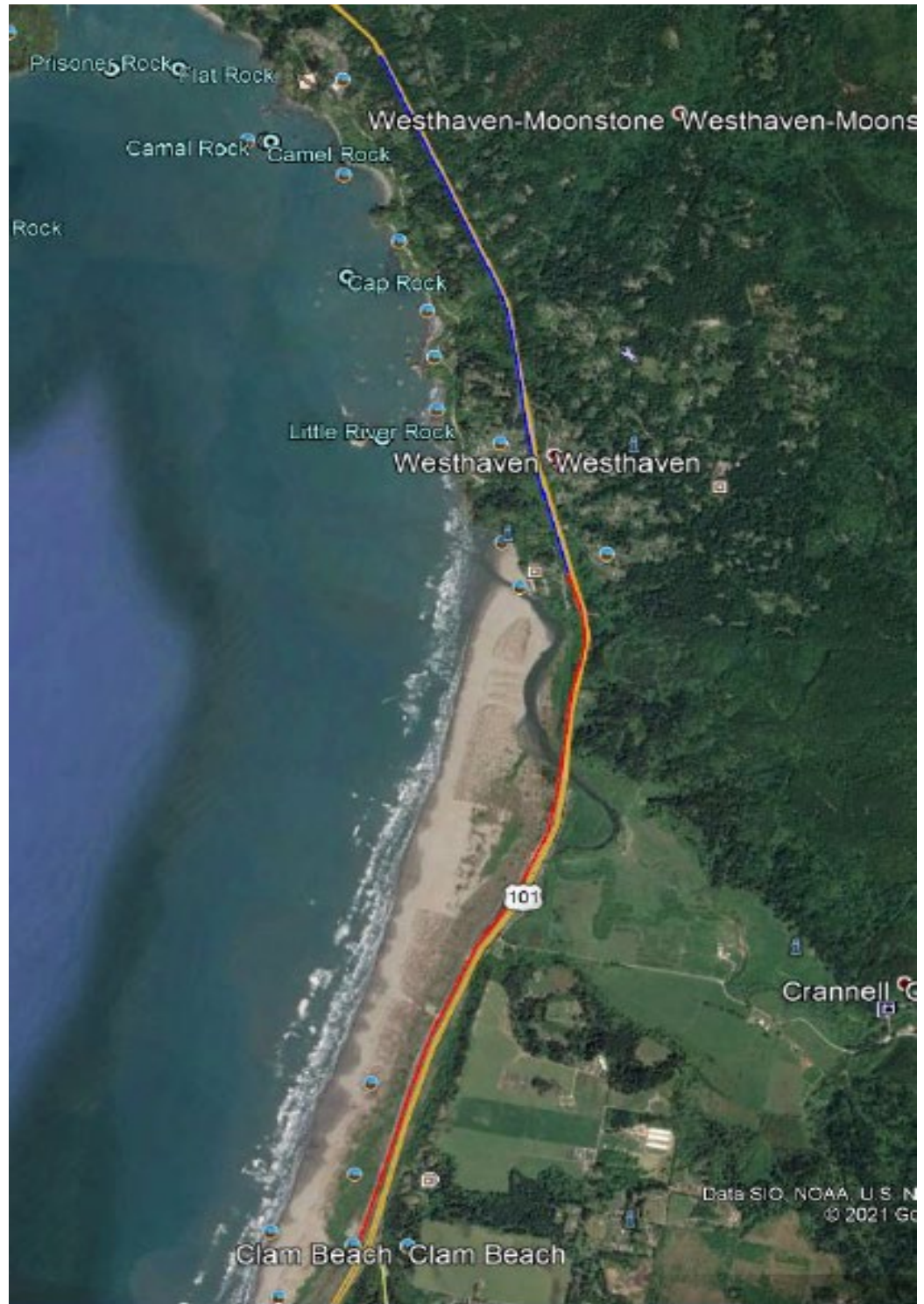
<b>Evaluation Criteria</b>	<b>Weight</b>
Completeness of Response	Pass/Fail
Introductory Letter	10
Consultant Team Organization	25
Similar Projects	40
Project Personnel	25
Conflict of Interest Statement	Pass/Fail
<b>Total:</b>	<b>100</b>

Each of the short-listed consultants shall prepare for and present to the Committee at a time to later be determined. The presentation from each consultant shall last no more than 60 minutes and include at a minimum the following:

- Consultant Team Overview
- Project Organization
- Project Approach
- Public/Community Outreach and Involvement
- Coordination with Public Agencies
- Scope of Services
- Timeline
- Open Discussion including Q&A from Committee

After all Consultant presentations have been completed, the Committee will rank the consultants in accordance with The Brooks Act (Public Law 92-582). Subsequently, the Tribal Council shall negotiate the final scope and fee with the top ranked consultant. If the Tribal Council is unable to successfully negotiate the final scope and fee with the top ranked consultant, the Tribal Council shall begin negotiations with the 2nd ranked Consultant. The dates of negotiations, contract, and notice to proceed shall be determined by the Committee following the Consultant presentations.

APPENDIX A –Preliminary Map -Draft for Discussion Purposes Only



## APPENDIX B – Sample Contract for Services Agreement

**CONTRACT AGREEMENT**

**THIS CONTRACT AGREEMENT IS BETWEEN:**

Trinidad Rancheria (Consultant)  
P.O. Box 630 (Address)  
Trinidad, CA 95570 (City, State, Zip)  
707-677-0211 (Phone)  
EIN#

\*\*\*\*\*

**FOR THE TRINIDAD RANCHERIA TRIBAL COUNCIL**

**Department:** Transportation and Land Use

**Contact Person:** Jacque Hostler, CEO and/or  
Leslie Sanders, Transportation & Land Use

**Phone Number:** 707-677-0211

\*\*\*\*\*

**Brief Description of Contract:**

The proposed contract provides professional Engineering Services for the Trinidad Rancheria-Humboldt Bay Municipal Water District Mainline Extension Project Predevelopment, See Fee Schedule (Exhibit A) and Scope of Work (Exhibit B) for complete Proposal

2023-xxx-xx \_\_\_\_\_  
Contract Number Fiscal Department Date

**Reviewed By These Departments:**

CEO: \_\_\_\_\_ FISCAL: \_\_\_\_\_  
dated: \_\_\_\_\_ dated: \_\_\_\_\_

# Independent Consultant Agreement

## CONTRACT FOR SERVICES

This Agreement, made this day, (Date ) between ( Consultant). , hereinafter called Consultant, and the Trinidad Rancheria, hereinafter called the Tribe, witnesseth:

- 1. Effective Dates.** This Agreement shall become effective as of the date of execution by Tribe, and shall continue until (Date, 20xx), unless amended or terminated in accordance with the provisions in Articles 18, 19, 20 or 21 of this agreement.
- 2. Independent Consultant.** It is the express intent of the parties that Consultant is an independent Consultant and not any employee, agent, joint venturer or partner of the Tribe. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Tribe and Consultant or any employee or agent of Consultant. All work product developed by Consultant shall be deemed owned and assigned to Tribe. This Agreement is not authority for Consultant to act for Tribe as its agent or make commitments for Tribe. Consultant retains the discretion in performing the tasks assigned within the scope of work specified. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement so long as the performance of these services does not interfere or conflict with the completion of the Project.
- 3. Taxpayer Identification Number.** Prior to commencing the Project, Consultant must provide Tribe with a valid Employer Identification Number (EIN) from the IRS. If Consultant does not have a valid EIN, Consultant must complete and submit a duly executed Form W-9 to the IRS and obtain an EIN before payment can be made.
- 4. Tax Reporting and Filing.** Consultant acknowledges and agrees that he/she shall be responsible (as a self-employed individual) for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by Consultant under this Agreement. Tribe will not withhold any employment taxes from compensation it pays Consultant. Rather, Tribe will report the amount it pays Consultant on IRS Forms 1099, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law. Consultant is not the Tribe's employee, and Consultant is responsible for paying all required state and federal taxes.
- 5. No Benefits.** None of the benefits, if any, which are provided by the Tribe to its employees, shall be available to Consultant (or his employees, or sub-Consultants, if any, which for purposes of this paragraph shall be included in the term "Consultant").

Consultant's exclusion from benefit programs maintained by Tribe is a material term of the terms of compensation negotiated by the Parties, and is not premised on Consultant's status as a non-employee with respect to Tribe. To the extent that Consultant may become eligible for any benefit programs maintained by Tribe (regardless of the timing of or reason for eligibility). Consultant hereby waives the right to participate in these programs. Consultant's waiver is not conditioned on any representation or assumption concerning Consultant's status under the common law test. Consultant agrees that, consistent with an independent Consultant status, Consultant will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

6. **Project Covered.** The Tribe hereby engages Consultant to provide the following design services hereinafter called the Project for the agreed upon lump sum of (Amount) (\$Amount)

The Consultant hereby agrees to do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. Total Contract amount shall not exceed (Amount) (\$Amount) without proper approval. See Consultant Professional Services Fee: Exhibit A; and Exhibit B: Scope of Work for complete Fee Schedule and Scope of Work.

7. **Method of Performing Services.** Consultant will determine the method, details and means of performing the above-described services in compliance with the terms of this contract. The Consultant shall provide all services in accordance with applicable, local, tribal, state, federal laws, and the terms and conditions of this agreement.
8. **No Training or Instructions.** Tribe enters into this Agreement based on Consultant's demonstrated ability to perform the type of services that it believes, and that Consultant has represented, are needed to accomplish the Project. Consequently, the Tribe does not contemplate providing Consultant with any training or instructions with respect to the Project.
9. **Employment of Assistants.** Consultant may, at Consultant's own expense, employ such assistants, as Consultant deems necessary to perform the services required of Consultant by this Agreement. The Tribe may not control, direct, or supervise Consultant's assistants or employees in the performance of those services. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of unemployment insurance, Social Security, disability insurance and other applicable withholdings. Consultant agrees to provide proof of workers' compensation insurance for assistants he/she engages. Consultant is responsible for acts or omissions of employees, sub-Consultants and other persons

performing portions of work under the contract for the Consultant. Consultant agrees to hold Tribe harmless against any and all liabilities attributable to the obligations imposed on Consultant under this Paragraph.

**10. Compensation.** In consideration for the services to be performed by Consultant, Tribe agrees to pay Consultant monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed (\$amount), without Trinidad Rancheria prior written approval.

See Consultant Fee Schedule: Exhibit A

**11. Payment.** Payment for work rendered by Consultant shall be made payable to AccountNumber:

xxx-65000-xxxx

**12. Method of Payment.** Consultant shall invoice the Tribe monthly during the contract period; Consultant shall furnish Tribe with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Tribes failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Article 21.

**13. Consultant's Business Activities**

- (a) Consultant is an independent Consultant and may engage in other business activities at the same time service is provided to Tribe
- (b) Consultant shall not during the term of this Agreement solicit Tribe's employees or accounts on behalf of Consultant or another entity.
- (c) Consultant shall devote such time, attention, and energy to the business and affairs of Tribe as requested by Tribe, and in any event no less that the amount of time required to do a satisfactory completion of the required Project.

**14. Confidential Information.** Consultant shall not disclose, publish or authorize others to publish design data, trade secrets, drawings, specifications, reports or other information pertaining to the work assigned to Consultant by Tribe. Consultant agrees to refrain from disclosing, during the term of this agreement, or at any timethereafter, any of the information to any third person or persons, or business organizations without the prior written consent of the Tribe.



- 15. Representations and Warranties.** Consultant represents and warrants
- (a) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant’s undertaking this relationship with Tribe
  - (b) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party,
  - (c) that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.
- 16. Assignment.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- 17. Cooperation of Tribe.** Tribe agrees to comply with all reasonable requests of Consultant (and provide access to all documents) reasonably necessary to the performance of Consultant’s duties under this Agreement.
- 18. Termination.** Either party may terminate this Agreement upon ten (10) days written notice to the address of the other party contained in this Agreement.
- 19. Termination by Default or Material Breach.** In the case of default or material breach of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice, only after providing the breaching Party with notice of the breach and the breaching Party fails to cure breach within ten (10) days after receipt of the notice of breach. For the purposes of this Article, a material breach of this Agreement shall include, but not be limited to the following; failure to provide services as specified, failure to complete project within the time specified in Article 1
- 20. Termination for Failure to Make Agreed-Upon Payments.** Should Tribe fail to pay all or any part of the compensation set forth in Article 6 of this Agreement as specified, Consultant may terminate this Agreement if Tribe does not remedy such failure within thirty (30) days of receipt of written notice from Consultant of the breach.
- 21. Amendments, Changes or Modification.** Amendments, changes or modification in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
- 22. Notices.** Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address as set forth in this Article:

If to Consultant: (Consultant)  
 Attn: (Agent of Consultant)  
 (Address)  
 (City, State, Zip)  
 Phone: (xxx-xxx-xxxx)



terms and condition, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**28. Modification of Agreement.** Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**29. Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws and ordinances of the State of California. The parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in the Humboldt County Superior, and the parties expressly consent to the jurisdiction of the Humboldt County Superior Court and to venue therein and consent to service of process in any such action or proceeding by certified registered mail of the summons and complaint therein directed to the parties at their respective addresses set forth in this Agreement. By agreeing to this venue, the Tribe does not waive its sovereign immunity, or its right to raise sovereign immunity as a defense.

**30. Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**31. Independent Counsel.** Consultant acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement. Consultant has read and understands this Agreement and is fully aware of its legal effect and that Consultant has entered into it freely and voluntarily and based on Consultant's own judgment, and not on any representations or promises other than those contained in this Agreement.

**32. Standard of Care.** For peer review, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**33. Estimates.** Any estimate of construction costs prepared by the Consultant represents his judgment as a design professional and is supplied for the general guidance of the Trinidad Rancheria. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such estimates as compared to actual costs.

**34. Delay** The Trinidad Rancheria agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays caused, due to the activities of construction Consultants, Trinidad Rancheria, or other third parties.

The Parties have duly executed this Agreement as of the date first written above.

**Trinidad Rancheria, Project  
Owner**

By: \_\_\_\_\_  
Garth Sundberg, Chairman

Date: \_\_\_\_\_

(Consultant).

By: \_\_\_\_\_  
(Signatory)

Date: \_\_\_\_\_