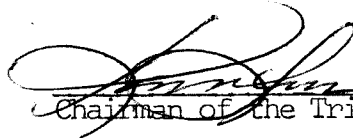


RESOLUTION OF THE  
WHITE MOUNTAIN APACHE TRIBE OF THE  
FORT APACHE INDIAN RESERVATION

- WHEREAS, IECO, International Engineer Company, Inc., the architect engineers for Phase II of the Whiteriver Wastewater Management Project advises the Tribal Council that bids have been opened for Phase II of the Whiteriver Wastewater Management Project; and
- WHEREAS, IECO reports that one bid was for six million dollars and another bid was submitted for 4.6 million dollars by the White Mountain Apache Development Enterprise; there only being two bids for the contract but that the engineer's estimate for the project was 3.3 million dollars; and
- WHEREAS, the grant application was based upon an estimate made by the former architect engineers for Segment I - Adams, Anderson, and Hamyln for 3.3 million dollars; and
- WHEREAS, the Tribal Council concludes that a lack of funds from other sources precludes accepting any of the bids submitted because the bids are far in excess of monies available from the Segment II grant; and
- WHEREAS, the Tribal Council also concludes that the Segment II contract should be readvertised in order to encourage bids in line with money available but that the White Mountain Apache Development Enterprise will not be permitted to submit a bid; and
- WHEREAS, IECO has submitted an agreement which is attached for reference to this resolution setting forth their obligations and fees in order to readvertise bids for Segment II which will involve an appropriate total cost of \$9,000; and
- WHEREAS, the Tribal Council concludes that it is in the best interest of the Tribe to readvertise for bids for the Segment II contract.
- BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs the International Engineer Company, Inc., to readvertise for bids for Segment II of the Whiteriver Wastewater Management Project.
- BE IT FURTHER RESOLVED by the Tribal Council that it hereby rejects all bids previously submitted for the construction of Segment II of the Wastewater Management Project.
- BE IT FURTHER RESOLVED by the Tribal Council that it hereby prohibits the White Mountain Apache Development Enterprise from submitting any bid as General Contractor for Segment II of the Whiteriver Wastewater Management Systems Project.
- BE IT FURTHER RESOLVED that it further directs and authorizes the Tribal Chairman to execute the agreement between the Tribe and the International Engineer Company, Inc., attached to this resolution and incorporated by reference, in order for IECO to initiate the re-bidding process for Segment II of the Whiteriver Wastewater Management Project.

The foregoing resolution was on November 2, 1983, duly adopted by a vote of 10 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (i,b,e) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958, and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

  
Chairman of the Tribal Council

  
ACTING Secretary of the Tribal Council

RECEIVED  
NOV 09 1983

FORT APACHE INDIAN  
AGENCY  
WHITERIVER, ARIZ.

## AGREEMENT #2

This agreement dated \_\_\_\_\_  
between

The White Mountain Apache Tribe (WMAT)  
Box 700  
Whiteriver, AZ 85941

and

International Engineering Company, Inc. (IECO)  
2966 W. Clarendon Ave.  
Phoenix, AZ 85017

provides:

Scope of Work

IECO agrees to provide professional engineering services as follows.

1. Modify bid schedule to reflect quantities shown on plans. Modify length of contract time, liquidated damages etc. as deemed necessary by IECO to stimulate interest by potential bidders.
2. Request approval for above changes in CONTRACT DOCUMENTS from Arizona Department of Health Services (ADHS) and the Indian Health Services (IHS).
3. Prepare advertisement for bids and arrange for publication in appropriate publications. Appropriate publications shall be those selected by IECO. The cost of publication shall be paid directly by WMAT and shall not be considered as part of the cost ceiling of this project.
4. Contact plans distribution services and construction contractors to inform them of the advertisement for bids.
5. Print CONTRACT DOCUMENTS for the Whiteriver Wastewater System - Segment II and distribute to interested plans distribution services, contractors and suppliers.
6. Collect fees to cover cost of printing CONTRACT DOCUMENTS from contractors and suppliers. Excess of fees over cost of printing contract documents shall become the property of WMAT.

7. Maintain a staff of engineers to respond to questions from potential bidders and suppliers.
8. Prepare addenda to CONTRACT DOCUMENTS as deemed necessary by IECO.
9. Request approval for addenda from ADHS and IHS.
10. Conduct pre bid conference and site inspection.
11. Conduct bid opening.
12. Provide other services which can reasonably be considered part of the rebidding process.

Compensation to Engineer

WMAT agrees to pay for the above services on a cost-plus-fixed-fee basis, the total cost of which is not to exceed \$8,581.07 without prior written consent by WHAT.

The total cost is estimated as follows:

Administration		
10 manhours @ \$25.00 per hour	=	\$ 250.00
Engineers		
120 manhours @ \$17.00 per hour	=	2,040.00
Technicians		
40 manhours @ \$8.00 per hour	=	320.00
Clerical		
40 manhours @ \$8.00 per hour	=	320.00
		Total labor cost
		\$2,930.00
FICA, Benefits etc.		
2930 X .32	=	\$ 937.60
Indirect Engineering and overhead		
2930 X .94	=	2,754.20
		Total indirect costs
		\$3,691.80
Direct Costs		
Telephone, supplies & misc.	=	\$500.00
Mileage		
1000 X .22	=	220.00
Per Diem		
4 days X \$30.00	=	120.00
		Total direct costs
		\$840.00
		Total Direct & Indirect Costs
		\$7,461.80
Fixed Fee \$8,581.07 X .15	=	1,119.27
		Total Project Cost
		\$8,581.07

Monthly progress payments may be requested by the Engineer and shall be made by the Owner as soon as practicable upon submission of statements requesting payment by the Engineer to the Owner.

Time of Performance

All services shall commence upon execution of this agreement and continue until terminated by written notice by either party.

In witness whereof, the parties hereto have entered into this Agreement effective as of the day and year herein above written.

OWNER

Attest of Witness

\_\_\_\_\_



Attest of Witness

\_\_\_\_\_

INTERNATIONAL ENGINEERING CO., INC.

\_\_\_\_\_  
Mark J. Ratermann, P.E.  
Assistant Secretary