

1. Do you have a specific type of road cross section in mind for this area that we can consider as the proposal is being written, or would you prefer that we identify our assumptions?

Utilizing information in the RFP, please identify assumptions for the road cross section.

2. Some specific insurance and contract questions were raised.

An attorney for the Tribe reviewed the questions and some items, such as semantics, could be discussed. Changes to the indemnification clause would be more likely to receive push back from the Tribe.

3. A subconsultant reached out to say that they were unable to provide a proposal due to the insurance requirements for the project....Is there a way to determine what limits are appropriate for a subconsultant whose fee on the work could be as little as \$15,000-\$20,000?

Having lower insurance amounts may be appropriate if the subconsultant firm is only taking on work that is under \$20,000, but that is a decision for the "Contractor" or consultant to make. If the Consultant is not going to require the same amounts of insurance, then the liability and responsibility is on the Contractor. "The retention and approval of any subcontractor shall not diminish or reduce Contractor's obligations and duties under this Agreement and shall not create any obligations on the part of the Tribe to the subcontractor."