

RESOLUTION OF THE
NAABIK'ÍYÁTI' STANDING COMMITTEE
24th NAVAJO NATION COUNCIL -- Second Year, 2020

AN ACTION RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE AND NAABIK'ÍYÁTI' COMMITTEE; APPROVING AND AUTHORIZING A CONTRACT ON BEHALF OF THE NAVAJO NATION BETWEEN THE NAVAJO AGRICULTURAL PRODUCTS INDUSTRY, INC. (NAPI) AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. §§ 450 ET SEQ. (P. L. 93-638 INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT, AS AMENDED) FOR A THREE-YEAR TERM CONSTRUCTION CONTRACT AGREEMENT BEGINNING WITH CALENDAR YEAR 2020 AND SUBSEQUENT CALENDAR YEARS; AND APPROVING AND AUTHORIZING THE FISCAL YEAR AND SCOPE OF WORK FOR THE PERIOD OF THE CONTRACT TERM

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Resources and Development Committee is the oversight committee for the Navajo Agricultural Products Industry, Inc. 5 N.N.C. § 1604.
- B. The Naabik'íyáti' Committee is authorized to approve contracts with the United States Department of Interior for the implementation of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 450 et seq. (P.L. 93-638 as amended). 2 N.N.C. § 701 (A) (12).

SECTION TWO. FINDINGS

- A. The Navajo Agricultural Products, Inc. Board Resolution No. BDMY-11-20 *[r]equest[s] the Resources and Development Committee to Recommend to the Naabik'íyáti' Committee of the Navajo Nation Council to Authorize the Navajo Agricultural Products Industry to Contract on Behalf of the Navajo Nation with the Bureau of Indian Affairs for a Three-Year Subpart J Construction Contract Agreement Beginning with Calendar Year 2020 and Subsequent Calendar Year. NAPI Board Resolution No BDMY-11-20 is attached as Exhibit A.*
- B. The Navajo Agricultural Products, Inc. Board Resolution No. BDMY-11-20 states that *[p]ursuant to NAPI's Plan of Operation, Article 7 (O), and (Q), NAPI has the authority to enter into contracts for any lawful purposes set forth in Article 3 and to apply for and accept grants and enter into contracts, agreements, or other transactions with any Federal Agency. In*


order to facilitate the provisions of some federal funding for Operations and Maintenance activities, NAPI must enter into a three-year P.L. 93-638, Subpart J Construction Contract, with "One Time Funding" with the Bureau of Indian Affairs to commence on October 1, 2020. The Subpart J Construction Agreement and Scope of Work are attached describing the construction work to be performed.

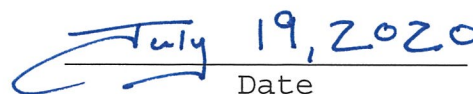
SECTION THREE. APPROVING A CONTRACT

- A. The Navajo Nation approves and authorizes a contract on behalf of the Navajo Nation between the Navajo Agricultural Products Industry, Inc. and the United States Department of the Interior-Bureau of Reclamation 25 U.S.C. § 450 et seq. (Indian Self-Determination and Education Assistance Act, P. L. 93-638, as amended), for a three year term as set forth in the documents attached as **Exhibit A**.
- B. The Navajo Nation hereby approves and authorizes the Annual Funding Agreement and Scope of Work for the Navajo Agricultural Products Industry, Inc. three-year, 25 U.S.C. § 450 et seq. (Indian Self-Determination and Education Assistance Act, P. L. 93-638, as amended), Construction Contract to commence on October 1, 2020 for the contract term indicated above, as set forth in the documents attached as **Exhibit A**.
- C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute and effectuate the Contract, Annual Funding Agreement and Scope of Work, provided the terms and conditions in such documents are substantially similar to those approved by this resolution.

CERTIFICATION

I, hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 24th Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 18 in Favor, and 00 Opposed, on this 18th day of July 2020.


Honorable Seth Damon, Chairman
Naabik'íyáti' Committee


Date

Motion: Honorable Wilson Stewart, Jr.

Second: Honorable Eugenia Charles-Newton

Chairman Seth Damon not voting



**RESOLUTION OF THE
NAVAJO AGRICULTURAL PRODUCTS INDUSTRY
BOARD OF DIRECTORS**

BDMY-11-20



Requesting the Resources and Development Committee to Recommend and the Naabik'iyáti' Committee of the Navajo Nation Council to Authorize the Navajo Agricultural Products Industry to Contract on Behalf of the Navajo Nation with the Bureau of Indian Affairs for a Three-Year Subpart J Construction Contract Agreement Beginning with Calendar Year 2020 and Subsequent Calendar Years.

WHEREAS:

1. The Navajo Agricultural Products Industry ("NAPI") is a wholly owned enterprise of the Navajo Nation charged with operating and managing a commercial farm on land held in trust by the United States for the Navajo Nation under legislation authorizing the Navajo Indian Irrigation Project ("NIIP"); and

2. Pursuant to NAPI's Plan of Operation, adopted by the Resources and Development Committee by Resolution No. RDCS-049-19 (Sept. 27, 2019), the NAPI Board of Directors ("NAPI Board") is delegated the authority and responsibility for the management, direction, and operation of NAPI, to direct officers of NAPI in the execution of their duties, and to perform such acts as are necessary, proper, and lawful to accomplish the purposes of NAPI; and

3. To facilitate the provisions of some federal funding for Operations and Maintenance activities, NAPI must enter into a three-year Public Law 93-638, Subpart J Construction Contract, with "One Time Funding" with the Bureau of Indian Affairs ("BIA"), effective October 1, 2020; and

4. NAPI may seek to extend the agreement as deemed necessary through Public Law 93-638 contracting procedures, based on the progress of Operations and Maintenance; and

5. The effective date of the Subpart J Construction Contract Agreement, attached hereto as Exhibit "A", shall begin on the date of execution and expire on December 31, 2023; and

6. NAPI Management recommends that the NAPI Board of Directors request that the Resources and Development Committee of the Navajo Nation Council authorize NAPI to contract on behalf of the Navajo Nation with the BIA for a Three-Year Subpart J Construction Contract Agreement, attached hereto as Exhibit "A", beginning with Calendar Year 2020 and subsequent calendar years; and

7. The NAPI Board of Directors has received the report and recommendation of NAPI Management and has determined that it is in the best interest of NAPI to request that the Resources and Development Committee recommend and the Naabik'iyáti' Committee of the Navajo Nation Council authorize NAPI to contract on behalf of the Navajo Nation with the BIA for a Three-Year Subpart J Construction Contract Agreement, attached hereto as Exhibit "A", beginning with Calendar Year 2020 and subsequent calendar years.

NOW THEREFORE BE IT RESOLVED THAT:

1. The NAPI Board of Directors hereby requests the Resources and Development Committee recommend and the Naabik'iyáti' Committee of the Navajo Nation Council to authorize the Navajo Agricultural Products Industry to contract on behalf of the Navajo Nation with the Bureau of Indian Affairs for a Three-Year Subpart J Construction Contract Agreement, attached hereto as Exhibit "A", beginning with Calendar Year 2020 and subsequent calendar years.

2. The NAPI Board of Directors authorizes and directs the Chief Executive Officer to take any and all actions necessary to carry out the purpose and intent of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was considered by the Navajo Agricultural Products Industry Board of Directors at a special meeting at which a quorum was present at NAPI Headquarters located near Farmington, New Mexico, and that the same was passed by vote of 4 in favor, 0 opposed, and 0 abstained, this 15th day of May, 2020.

Motion: Delane Atcitty
Second: Danny Simpson



Peter Deswood III, Chairperson
NAPI Board of Directors

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ACCOUNTING AND APPROPRIATION DATA SHEET (Continuation from Block 14)	
<u>ACCOUNTING STRING</u>	<u>AMOUNT</u>
	\$ 2,335,000.00
TOTAL CONTRACT AMOUNT: \$ 2,335,000.00	



Memorandum

May 28, 2020
20-HQ-37

To: Hon. Delegate Rickie Nez
Member of the 24th Navajo Nation Council

From: 
Dave Zeller, Chief Executive Officer
Navajo Agricultural Products Industry

Subject: **NAPI Board Resolution No. BDMY-11-20 - Requesting the Resources and Development Committee to Recommend to the Naabik'iyati' Committee of the Navajo Nation Council to Authorize the Navajo Agricultural Products Industry to Contract on Behalf of the Navajo Nation with the Bureau of Indian Affairs for a Three-Year Subpart J Construction Contract Agreement Beginning with Calendar Year 2020 and Subsequent Calendar Years.**

The Navajo Agricultural Products Industry (NAPI) respectfully requests your assistance to sponsor legislation to request the Resources & Development Committee to recommend to the Naabik'iyati' Committee of the 24th Navajo Nation Council to authorize NAPI to contract on behalf of the Navajo Nation, and the Bureau of Indian Affairs for a three-year Subpart J Construction Contract Agreement Beginning with Calendar Year 2020 and Subsequent Calendar Years.

Pursuant to NAPI's Plan of Operation, Article 7 (O), and (Q), NAPI has the authority to enter into contracts for any lawful purposes set forth in Article 3 and to apply for and accept grants and enter into contracts, agreements, or other transactions with any Federal Agency. In order to facilitate the provisions of some federal funding for Operations and Maintenance activities, NAPI must enter into a three-year P.L. 93-638, Subpart J Construction Contract, with "One Time Funding" with the Bureau of Indian Affairs to commence on October 1, 2020. The Subpart J Construction Agreement and Scope of Work are attached describing the construction work to be performed.

If you should you have any questions, please contact me at (505) 566-2600. Thank you!

Attachments

c: NAPI Board of Directors
Lionel Haskie, O&M Manager
Dineh John, ATRL Manager
Danny Lee, Technical Service/OFD Manager
File: 638 Programs

CONTRACT NO. AXXAV00XXX

**INDIAN SELF-DETERMINATION
SUBPART J CONSTRUCTION CONTRACT
AGREEMENT**

**ENTERED INTO UNDER THE AUTHORITY OF TITLE I OF PUBLIC LAW
93-638 (AS AMENDED)**

BETWEEN

NAVAJO AGRICULTURAL PRODUCTS INDUSTRY

AND

**THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

**FOR
NIIP DEFERRED MAINTENANCE AT NAVAJO INDIAN IRRIGATION
PROJECT,
FARMINGTON, NEW MEXICO
SAN JUAN COUNTY, NAVAJO NATION**

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GENERAL TERMS, PROVISIONS & CONDITIONS

**Agreement between the Secretary of the Interior
And
NAVAJO AGRICULTURAL PRODUCTS INDUSTRY**

CONTRACT NUMBER: AXXAV00XXX

1. AUTHORITY

This agreement, denoted as a Self-Determination Construction Contract (referred to in this agreement as the “Contract”), is entered into by the Secretary of the Interior (referred to in this agreement as the “Secretary”), for and on behalf of the United States of America, pursuant to Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et. seq.), in accordance with Subpart J of 25 CFR Section 900, entitled the Indian Self-Determination and Education Assistance Act Amendments and by the authority of **NAVAJO AGRICULTURAL PRODUCTS INDUSTRY** (referred to in this agreement as the “Contractor”).

This Contract consists of the following construction work:

The Contractor shall perform the Construction work for the Bureau of Indian Affairs Construction Project, **WIIN ACT PROJECTS** in full accordance with the Scope of Work, program standards, and the terms, provisions, and conditions of the contract, on a firm-fixed payment basis, for work performed by the Contractor, and accepted by the Government. A fair and reasonable price for the work to be performed under this contract will be negotiated between the Contractor and the Government in accordance with the provision of 25 CFR 900 Subpart J, Section 900.128.

2. PURPOSE

Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) and each provision of this Contract shall be liberally construed for the benefit of the Contractor, and transfer the funding and the programs, functions, services, or activities, or portions thereof, that are otherwise contractible under sections 102(a) and 105(a)(3)(A) of the Act, including related administrative functions for the Projects described in the “Application for a Construction Projects”, Attachment 1.

This self-determination construction contract is a government-to-government agreement that transfers control of the construction project(s) to the contracting Indian tribe or tribal organization to facilitate effective and meaningful participation by the Indian tribe or tribal organization in planning, conducting, and administering the construction project(s), and so that the construction program is responsive to the true needs of the Indian Community.

3. CONTRACTORS OBLIGATION

The Contractor shall furnish the necessary qualified personnel, including licensed and qualified engineers and architects, material, equipment, facilities, and miscellaneous construction to perform Construction work for the Projects which are located on the Navajo Nation within the Navajo Indian Irrigation Project, in full accordance with the Terms, Conditions, Program Standards,

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Program of Requirements, and all Provisions of this contract. PRELIMINARY DESCRIPTION OF PROJECT: **PROJECTS WITHIN NAVAJO INDIAN IRRIGATION PROJECT, WILL INCLUDE DESIGN, CONSTRUCTION MANAGEMENT SERVICES, CONSTRUCTION, AND MISCELLANEOUS CONSTRUCTION IN ACCORDANCE WITH APPLICABLE SPECIFICATIONS AND DESIGN DRAWINGS LISTED IN THE CONTRACTOR'S CONTRACT APPLICATION is attached as Attachment 1.**

4. CONTRACT TERM AND EFFECTIVE DATE

The term of this contract shall become effective from the date of execution of this contract by the Contractor and the Government. The Contractor agrees to complete the work under this Contract by the expiration date of **December 31, 2023, as stated in the Notice to Proceed (NTP)** subject to extensions as may be authorized by the terms of the contract and the specifications made as part thereof. The work under this contract will be identified by specific Projects. The Contractor agrees to prepare and submit to the Government for the project a progress schedule, and if applicable, Bond(s), Certificate(s) of Insurance, Safety plan, Temporary Traffic Control Plan, Storm Water Pollution Prevention Plans, and Quality Control Plans for all items of work prior to issuance of the NTP by the Government and commencement of any construction work by the Contractor. In addition, a pre- construction conference will be conducted prior to construction activities.

5. FUNDING AMOUNT

The total amount of this contract is stated in the Award/Contract document and is shown in Section 6, Payment and Advance Payment Provisions, for the Projects. For performing this contract the Contractor shall be paid for its allowable and allocable direct costs not to exceed that total budget amount stated in the Award/Contract document which identifies the Project Work Order. The amount of this Contract may, during the life of this Contract, include sums which are based on tentative allocations of funds which the Bureau believe will be available. The actual allocation(s) of funds may be less than the tentative allocation(s) when the United States Congress makes appropriations. By signing this Contract, or any modifications thereto, the Contractor understands that all contract funds are subject to availability, the Contractor **acknowledges that: (1) The contract amount is based on a tentative allocation of funds; (2) that the actual allocation of funds may be less than the funds identified in the contract; and, (3) it may become necessary to modify the Contract to reflect the actual allocation and (4) that any such modification is require by law (25 U.S.C. 5325).**

6. PAYMENT AND ADVANCE PAYMENT PROVISIONS

The Advance Payment Provisions will apply if Advance Payments, or portion thereof, have been negotiated and approved in accordance with 25 CFR Part 900, Section 132.

To be eligible to receive advance payments under this contract, the Contractor must demonstrate to the satisfaction of the Government financial stability and financial management capability. The Contractor must not, throughout the term of this contract, be delinquent in submitting financial reports or progress reports. Advance payment eligibility may be withdrawn by the Government during the term of this contract should the Contractor fail to meet these eligibility requirements. The funds provided must be kept in separate tribal accounts and financial reports and financial audit reports must reflect this.

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Bureau of Indian Affairs

At the date of contract award the Contractor is determined to be eligible to receive advance payments under this contract. The total amount of this contract is stated in the Award/Contract document and each Project Work Order Payment Schedule and is shown herein. The Contractor shall be paid for its allowable direct costs, **not to exceed the total amount negotiated for the WIIN Project** between the Contractor and the Government for the Construction work identified in the Scope of Work of this contract. **All payments (drawdowns) will be in accordance with the payment schedule proposed by the Contractor and negotiated with the Government as shown below. If the Contractor needs a change to the payment schedule, a new payment schedule may be negotiated with the Government.**

- Initial Payment will be based on Payment Schedule that aligns with the Scope of Work under Budget Section.
- Construction payment will be available at 90% of Final Design.
- Final Payment will be remaining 10% of construction payment once each project work order is completely satisfactorily.

Initial PaymentConstruction PaymentFinal Payment

The allowability of costs for this contract and all subcontracts entered into under this contract shall be determined by 25 CFR SubPart J, Sec. 900.132, or if applicable "Super Circular" which superseded several OMB Circulars including A-87.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due will result in the withholding of payments. Failure to perform or deliver the required work, supplies or services will result in the withholding of payments under this contract; unless such failure is determined to be "excusable" by the Awarding Official under the terms, provisions, and conditions of the contract.

Except with respect to failures of subcontractors, the Contractor shall not be considered to have failed in performance of this contract if such failure arises out of causes beyond the control and without fault or negligence of the Contractor.

The Government shall promptly notify the Contractor in writing of its intention to withhold payment of any invoice or voucher submitted and provide for a reasonable time to correct the reason for withholding payment. The Awarding Official may withhold payment for failure to submit payroll records on a timely basis or proper format, or for other reasons that the Awarding Official may determine appropriate.

The Contractor understands and agrees that funds advanced to the Contractor under this contract shall be used only for the purposes authorized under this contract. The funds advanced cannot be

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used for any purpose other than authorized construction management and construction activities expenditures, even on a temporary basis. Further, funds advanced pending disbursement for a

purpose authorized under this contract shall not be transferred into tribal accounts, lent to any such tribal accounts, or expended for programs or purposes not specifically authorized under this contract. The Contractor agrees and understands that the misapplication of funds received under this contract may result in sanctions and/or penalties as described below.

Funds advanced under this contract shall be placed by the Contractor into separate, special savings, checking, or investment accounts, specifically for carrying out this contract.

Advanced funds when invested or deposited shall be (a) invested only (i) in obligations of the United States of America, or (ii) in obligations or securities that are guaranteed or insured by the United States of America, or (iii) in mutual (or other) funds registered with the Securities and Exchange Commission and which only invest in obligations of the United States of America, or (iv) in securities that are guaranteed by the United States of America; or, (b) deposited only (i) into accounts that are insured by an agency or instrumentality of the United States of America or (ii) into a fully collateralized account to ensure protection of the funds, even in the event of a bank failure.

The Contractor understands and agrees that its failure to maintain the integrity of funding under this contract shall result in the imposition of one or more of the following sanctions funds paid to the Contractor under this contract that are not used for the purposes for which they were paid shall be repaid by the Contractor to the United States Treasury (25 USC 450c(d)); and, the cancellation by the Federal Government of advance payment methodology and invocation of "other payment methodologies". Sanctions shall remain in place until the Contractor provides assurance that the impropriety which resulted in the imposition of sanctions has been rectified and will not recur.

Further the Contractor understands and agrees that no part, term, provision, or condition of this Contract is to be interpreted as authorizing an act which is not allowable under the law.

7. AWARDING OFFICIAL'S TECHNICAL REPRESENTATIVE

The Awarding Official's Technical Representative (AOTR) and the Subordinate Awarding Official's Technical Representative (SAOTR), if necessary, will be designated by memorandum. Copies of memoranda designating the AOTR and SAOTR for this Contract will be forwarded to the Contractor.

8. TECHNICAL ASSISTANCE

Should performance deficiencies or disagreement arise during the performance of this contract, Government shall offer and provide technical assistance to the Contractor and may oversee and provide technical assistance to the Contractor to resolve any such occurrences prior to taking any action for termination of work.

9. FEDERAL ACQUISITION REGULATION (FAR) AND DEPARTMENT OF THE INTERIOR (DOI) CLAUSES

FAR and DOI clauses applicable to the contract any subcontract awarded under this contract are listed in Attachment 6 of this contract, and are incorporated into this contract by reference.

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10. RESPONSIBILITIES OF CONTRACTOR (25 CFR Part 900, Sec. 900.130)

(a) The Contractor is responsible for the successful completion of project construction activities in accordance with the approved contract documents. (b) If the Contractor is contracting to perform design phase activities, the Contractor shall have the responsibilities as outlined under (b)(1) through (8). (c) If the Contractor is contracting to perform project construction phase activities, the Contractor shall have the following responsibilities: (1) The Contractor shall subcontract with or provide the services of licensed and qualified engineers and other consultants as needed to accomplish the self-determination construction contract. (2) The Contractor shall administer and dispense funds provided through the contract in accordance with Subpart F, Section 900.42 through Section 900.45 and implement a property management system in accordance with Subpart F, Section 900.51 through Section 900.60. (3) The Contractor shall subcontract with or provide the services of construction contractors or provide its own forces to conduct construction activities in accordance with the project construction documents or as otherwise negotiated between and agreed to by the parties. (4) The Contractor shall direct the activities of project engineers, construction contractors, and other project consultants, facilitate the flow of information between the Indian tribe or tribal organization and its subcontractors, resolve disputes between itself and its subcontractors or between its subcontractors, and monitor the work produced by its subcontractors to assure compliance with the project plans and specifications. (5) The Contractor shall manage or provide the management of day-to-day activities of the contract including the issuance of construction change orders to subcontractors except that, unless the Secretary agrees: (i) The Contractor may not issues a change order to a construction subcontractor that will cause the Contractor to exceed its self-determination contract budget; (ii) The Contractor may not issues a change order to a construction subcontractor that will cause the Contractor to exceed the performance period it its self-determination contract budget; or (iii) The Contractor may not issues to a construction subcontractor a change order that is a significant departure from the scope or objective of the project. (6) The Contractor shall direct the work of its subcontractors so that work produced is provided in accordance with the contract budget and performance period as negotiated between and agreed to by the parties. (7) The Contractor shall provide to the Secretary, progress and financial status reports. (i) The reports shall be provided quarterly, or as negotiated, and shall contain a narrative of the work accomplished, the percentage of the work completed, a report of funds expended during the reporting period, and total funds expended for the project. (ii) The Contractor shall also provide copies, for the information of the Secretary, an initial construction schedule and updates as they occur. (iii) Provide a summary of problems encountered and identification of potential problems that could hinder individual project development. (8) The Contractor shall maintain on the job-site or project office, and make available to the Secretary during monitoring visits: contracts, major subcontracts, modifications construction documents, change orders, shop drawings, equipment cut sheets, inspection reports, testing reports, and current redline drawings. (c) Upon completion of the project, the Indian Contractor shall provide to the Secretary a reproducible copy of the record plans (As Built) and a contract closeout report.

11. NEPA/NHPA Compliance Requirements

Federal law prohibits the excavation, removal, damage, alteration or defacement of any archaeological resource on Federal or Indian lands including other lands where federal funds are to be used under this contract. The contractor shall control the action of its employees and

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subcontractors at the job site to ensure that any protected sites will not be disturbed or damaged. It is the obligation of the contractor to ensure those employees and subcontractors cease work in the event of a newly discovered site until further authorization is obtained. If any previously unknown archaeological or historic sites, artifacts, objects, or other remains of potential archaeological interest are discovered, work in the immediate vicinity is to stop, and a reasonable effort must be made to protect the discovery pending review by the BIA, Division of Environmental and Safety Management, Awarding Official, and appropriate tribal officials (36 CFR 800 – Protection of Historic Properties). The Contractor shall be solely responsible for obtaining all permits and documents required by the National Environmental Policy Act (NEPA) before occupying or disturbing any area outside of the project right-of-way established in this contract. Activities requiring NEPA and NHPA compliance include, but are not limited to, contractor furnished borrow and aggregate material sources; construction and use of haul roads to and from borrow and aggregate material sources; disposal and stockpiling of material; use and staging areas and equipment yards; establishment of a plant for crushing or processing base and/or surfacing materials; and construction of detours. The Contractor is responsible for all activities related to this construction project that occur within or outside the project right-of-way established in this contract and must ensure all activities comply with the following public laws:

Archaeological Resources Protection Act of 1979 (16 USC 470; 43 CFR Part 7; 25 CFR Part 262);

National Environmental Policy Act of 1969, as amended (42 USC 4247; 40 CFR 1500-1508);

National Historic Preservation Act of 1966, as amended (16 USC 470; 36 CFR Part 800);

Native American Graves Protection and Repatriation Act of 1990 (25 USC 3001-3013; 43 CFR Part 10)

For construction projects where more than 1 acre is being disturbed, a site-specific Storm Water Pollution Prevention Plan (SWPPP), which meets all applicable State, Federal and Tribal standards, shall be prepared by the Contractor for this project and copy of the SWPPP shall be onsite and available for inspection during all times of construction activity. A Notice of Intent (NOI) form (EPA Form 3510-9) shall be completed and submitted to the US Environmental Protection Agency (USEPA). EPA Form 3510-9 constitutes notice that the contractor intends to be authorized by a National Pollution Discharge Elimination System (NPDES) permit issued for storm water discharges associated with the project's construction activity as well as meeting all other applicable provisions included on the permit form.

12. OBLIGATION OF THE UNITED STATES

In General - The United States reaffirms the trust responsibility of the United States to the Navajo Nation to protect and conserve the trust resources of the Navajo Nation and the trust resources of individual Indians. Nothing in this Contract may be construed to terminate, waive, modify, or reduce the trust responsibility of the United States to the tribe(s) of individual Indians. The Secretary shall act in good faith in holding such trust responsibility. If the Contractor is contracting to perform construction phase activities, the Secretary shall have the responsibilities as outlined under 25 CFR, Part 900, Subpart J, Section 900.131(b). The Government will inform the Contractor regarding any changes to the programs based on law, regulation, or policy.

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13. DESIGNATED OFFICIALS

No later than the effective date of this contract, the United States shall provide to the Contractor, and the Contractor shall provide to the United States, a written designation of a senior official to serve as a representative for notices, proposed amendments to the contract, and other purposes for this contract.

The Awarding Official for this contract is:

NAME	PHONE
Jeanette Quintero, Awarding Official, Level II	(505) 863-8401, Fax No. (505) 863-8461 Email: Jeanette.Quintero@bia.gov

The Awarding Official's Technical Representative (AOTR) for this contract is:

NAME	PHONE
Roland Becenti, AOTR	505-320-3133; roland.becenti@bia.gov

The Official Representative to negotiate for the Contractor is:

NAME	PHONE
Lionel Haskie, O&M Manager	505-566-2636; lhaskie@navajopride.com

14. MODIFICATIONS OR AMENDMENTS

In General-Public Law 93-638, Section 108, Section 1 (e)(2)(B), entitled "Exception", no modification to this Contract shall take effect unless such modification is made in the form of a written amendment to the Contract, and the Contractor and the Secretary provide written consent for the modification.

15. ACCOUNTING CERTIFICATION

Ultimate responsibility and accountability of the contracted project resides with the Contractor. By signing this contract, the Contractor certifies that its bookkeeping and accounting procedures, purchasing, financial and property systems fully meet the standards prescribed by 25 CFR Part 900, Subpart F, and that staffing (including management and architectural/engineering resources) are adequate to satisfactorily perform the work required under this construction project.

This certification does not limit BIA's authority to review the adequacy of Contractor's purchasing, financial, and property systems.

16. DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT

All designs, drawings, specifications, notes, and other work developed in the performance of this Contract shall be and shall remain the sole property of the Government and may be used on any other work without additional compensation under this Contract. The Secretary reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for General government purposes, the copyright in any work developed under this contract or a subcontract under this contract and any rights of copyright which the Contractor or subcontractor under this contract purchases

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ownership through this contract.

17. APPROVAL OF CONTRACT

Unless previously furnished to the Secretary, the resolution of the Navajo Nation authorizing the contracting of the programs, services, functions, and activities identified in this Contract is attached to this Contract under Attachment 5.

18. PRIVACY ACT REQUIREMENTS

When a tribal contractor operates a system of records to accomplish a Bureau function, the contractor shall comply with Subpart D of 43 CFR Part 2 which implements the Privacy Act (5 U.S.C. 552a).

19. FREEDOM OF INFORMATION

Unless otherwise required by law, the Bureau shall not place restrictions on tribal contractors which will limit public access to the tribal contractor's records except when records must remain confidential. The Contractor shall make all reports and information concerning the contract available to the Indian people, which the contractor serves or represents.

20. AUDIT REQUIREMENTS

The Contractor agrees to arrange for, participate fully in, and respond promptly and fully to the recommendations of an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, in the current Office of Management and Budget (OMB) Circular A-133 and in Title 43 Code of Federal Regulations, Part 12. The costs of such audit are allowable charges only if made in accordance with Circular provisions. Small and minority business audit firms shall be afforded maximum practicable opportunity to participate in contracts to fulfill the requirements herein.

The preference requirements of Section 7(b), Public law 93-638, shall apply and are to be enforced. The Contractor agrees to participate fully in, and respond promptly and fully to any special audit of this contract, if requested by the Awarding Official.

21. PENALTIES

Any officer, director, agent, employee or such other person connected in any capacity with this contract or any subcontract thereunder that embezzles, willfully misapplies, steals or obtains by fraud any of the money, funds, assets or property provided through the contract shall be fined not more than \$10,000 or imprisoned for not more than two years; or both; provided that if the amount embezzled, misapplied, stolen, or obtained by fraud does not exceed \$100, such person shall be fined not more than \$1,000 or imprisoned not more than one year, or both. The Contractor agrees to insert this clause in all subcontracts.

22. RECORDS AND MONITORING

The Contractor shall maintain a record keeping system and, upon reasonable advance request, provide reasonable access to such records by BIA. At a minimum, such records shall include completed daily reports of construction activities appropriate to the type of construction being performed. The Contractor shall be responsible for managing the day-to-day operations conducted under this contract and for monitoring activities conducted under this contract to ensure compliance with the contract and applicable Federal requirements. Prior to beginning of construction the Contractor and Government will agree upon the Government's process for monitoring the project activities. The Contractor shall maintain on the job-site or project office, and make available to the Secretary during

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monitoring visits; contracts, major subcontracts, modifications, construction documents, change orders, shop drawings, equipment cut sheets, inspection reports, testing reports, and current redline drawings. Contract Monitoring: Contract monitoring shall be performed by the Awarding Official or/and the AOTR to ensure the continuing trust, programmatic, and fiscal responsibilities are adequately maintained by the Contractor.

Project Review: The Awarding Official and/or the AOTR may conduct daily on-site visit to assure that the work is being performed in accordance with the terms and conditions of the contract, including structural integrity of the project and compliance with safety, health, and environmental standards or requirements, or if the Awarding Official determines there is reasonable cause to believe that grounds for suspension of contract payments, or other serious contract performance deficiency may exist. Prior to any visit to the Contractor's site, the Awarding Official and/or the AOTR shall provide a reasonable advance notice to the Contractor that includes a description of the required visit.

Project activities shall be reviewed for general contract compliance and written comments shall be provided to the Contractor of any deficiencies identified. The Awarding Official or AOTR retains the right to conduct final project inspections and audit of contract records to accept completed projects. If the Awarding Official or AOTR identifies problems during final inspection, the information shall be provided to the Contractor and shall be limited to items that are materially non-compliant.

23. REPORTING

The Contractor shall provide the reports identified in CFR 900.130(c)(7), Progress and Federal Financial Reports (Standard Form (SF) 425).

The following reports shall be submitted to the Awarding Official.

1. Progress Reports. The Contractor shall be submitted annually, within 90 days after December 31 of each calendar year. The Progress Report shall contain the written narrative of the work accomplished, the percentage of the work completed and the total funds expended for the period for each Project Work Order.
2. Federal Financial Report (SF-425). The SF-425 shall be used to monitor expenditures incurred during quarterly operations. Included with the SF-425 shall be the itemized breakdown of costs incurred, that clearly identifies the percentage of work completed, identifies the type of work performed, and show accountability for advance payments by percentage for each Project Work Order. The SF-425 shall be submitted within 30 days after the dates shown below:

March 31

June 30

September 30

December 31

3. Monthly status reports and meetings: The Contractor agrees to provide a monthly written progress status report, within 30 days after the end of each month. In addition, the Contractor agrees to meet with the Awarding Official, Awarding Official's Technical Representative (AOTR), and other Government representative on a monthly basis to provide a status of the work progress. The schedule for the meeting date will be provided by the Contractor.

24. WITHHOLDING CONTRACT PAYMENTS

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Withholding of Contract Payments shall be in strict compliance with 25 CFR Part 900, Section 900.132.

**25. FURNISHING FACILITIES, EQUIPMENT, SUPPLIES AND SERVICES –
BUDGETED COSTS**

This contract does not require the furnishing of Government Facilities, Equipment, Supplies and Services as budgeted costs. All facilities, equipment, supplies and services required to perform the actual construction work are incidental to the required work under this contract.

26. BILLING FOR INDIRECT COST

Any indirect costs associated with this contract are to be included in the total contract amount negotiated. No separate billing for indirect costs will be allowed.

27. OFFICE OF NAVAJO LABOR RELATIONS

Navajo Preference in Employment Act is applicable to this contract and to subcontracts pursuant to Section 7b and 7c of the Act.

28. ACCIDENT PREVENTION

The Contractor agrees to prepare an Accident Prevention Plan in accordance with FAR Clause 52-236.13 and submit to the Government prior to the commencement of construction work under this contract.

29. DISPUTES

This contract is subject to the Contract Disputes Act of 1978 (CDA 41 U.S.C. 601 as amended), which include other alternative dispute resolution mechanisms as outlined in CFR 900 Subpart N.

30. SUSPENSION OF WORK

The Secretary can require an Indian Contractor or Contractor's Organization to suspend work under a contract in accordance with this paragraph. The Secretary may suspend a contract no more than 30 days unless the Indian Contractor or Contractor's Organization has failed to correct the reason(s) for the suspension or unless the cause of the suspension cannot be resolved through either the efforts of the Secretary or the Indian Contractor's Organization. The following are reasons the Secretary may suspend work under a self-determination contract for construction: (a) Differing site conditions encountered upon commencement of construction activities that impact health or safety concerns or shall require an increase in the negotiated project budget; (b) The Secretary discovers materially non-compliant work; (c) Funds allocated for the project that is the subject of this contract are rescinded by Congressional action; or (d) Other Congressional actions occur that materially affect the subject matter of the contract. If the Secretary wishes to suspend the work, the Secretary shall first provide written notice and an opportunity for the Indian Contractor or Contractor's Organization to correct the problem. The Secretary may direct the Indian Contractor or Contractor's Organization to suspend temporarily work under a contract only after providing a minimum of 5 working days advance written notice to the Indian Contractor or Contractor's Organization describing the nature of the performance deficiencies or imminent safety, health or environmental issues which are the cause for suspending the work. The Indian Contractor or Contractor's Organization shall be compensated for reasonable costs, including but not limited to overhead costs, incurred due to any suspension of work that occurred through no fault of the Indian Contractor or Contractor's Organization. Disputes arising as

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a result of a suspension of the work by Secretary shall be subject to the Contract Disputes Act or any other alternative disputes resolution mechanism as negotiated between and agreed to by the parties and contained in the contract.

31. TERMINATION OF WORK FOR CAUSE

The Secretary can terminate the project for cause in the event non-compliant work is not corrected through suspension process specified in paragraph 11 of 25 CFR Part 900, Section 900.131(b).

32. TERMINATION FOR CONVENIENCE

The Secretary retains the authority to terminate the project for convenience for the following reasons: (i) Termination for convenience is requested by the Indian Contractor or Contractor's Organization; (ii) Termination for convenience is requested by the Secretary and agreed to by the Indian Contractor or Contractor's Organization; (iii) Funds allocated for the project that is the subject of the contract are rescinded by Congressional action; (iv) Other Congressional actions take place that effect the subject matter of the contract; (v) If the Secretary terminates a self-determination construction contract for convenience, the Secretary shall provide the Indian Contractor or Contractor's Organization 21 days advance written notice of intent to terminate a contract for convenience; or (vi) The Indian Contractor or Contractor's Organization shall compensated for reasonable costs incurred due to termination of the contract.

33. SUBCONTRACTS

The Contractor shall solicit, award and administer subcontracts in accordance with the following provisions:

PROCUREMENT SCHEDULE

The Contractor's purchases/contracts shall be **Fixed Price** contracts as described by the Federal Acquisition Regulations. The Contractor's purchases/contracts shall only be made to responsible subcontractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such matters as subcontractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The Contractor shall not make an award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

The Contractor is solely responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of its procurement. These issues include but are not limited to, source evaluation, protests, disputes, and claims. The Contractor shall maintain a code of standards for conduct to ensure that no employee, officer or agent of the Contractor participates in selection, award, or administration of a subcontract if a conflict of interest (actual or apparent) would be involved.

The Contractor shall ensure that personnel selected to perform or manage the construction project are qualified in accordance with generally accepted professional standards of the industry. Engineers, surveyors and other related construction professionals and related trade and craft practitioners shall be licensed under applicable state law or work under the direction of licensed engineers and

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surveyors, and meet appropriate qualifications and experience requirements for the type of work involved.

COMPETITION

Unless a preference is permitted by the Contractor for a tribal or Indian subcontractor, all major procurement transactions will be conducted in a manner which provides for maximum practicable competition in order to obtain fair and reasonable costs or pricing.

REQUIREMENTS

Each contract entered into under the Act by the Contractor with a third party in connection with performing the obligations of the Contractor under this contract shall at a minimum: (a) Be in writing; (b) Identify the interested parties their authorities and the purposes of the contract; (c) State the work to be performed under the contract; and (d) State the process for making any claims, the payments to be made, and the terms of the contract, which shall be fixed priced; (e) Be subject to Section 7(b) and (c) of the Act. **INDIAN PREFERENCE:** Pursuant to Section 7(b) of the Indian Self-Determination and Assistance Act, as amended, to the greatest extent feasible, this contract and any subcontracts awarded shall require Indian preferences and opportunities for training and employment in connection with the administration of such contract/ subcontracts. In addition, preference in the award of subcontracts shall be given to Indian organizations and to Indian-owned economic enterprises.

Pursuant to Section 7(c) of the Indian Self-Determination and Assistance Act, as amended, the tribal employment or contract preference laws adopted by such Contractor shall govern with respect to the administration of the contract or portions of the contract.

REASONABLENESS OF PRICE

In order to determine price reasonableness, the Contractor shall ensure the reasonableness of price for every procurement action, including subcontract modifications.

SUBCONTRACT PROVISIONS

The **Contractor** will use its own procurement system and procedures to ensure that each subcontract includes clauses required by Federal statutes and executive orders and their implementing regulations and state and local laws and regulations. At a minimum, all subcontracts shall incorporate the following terms and conditions in order to ensure structural integrity, safety, and health, and satisfactory completion of the construction project: **(a)** administrative, contractual, or legal remedies in instances where subcontractors violate or breach subcontract terms, and provide for such sanctions and penalties as may be appropriate; **(b)** termination for cause and for convenience including the manner by which it will be effected and the basis for settlement; **(c)** compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3); **(d)** except for the work performed by Tribal or Tribal Organization employees, compliance with Davis- Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); **(e)** compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); **(f)** compliance with Miller Act (40 USE 270a-270f) with regard to performance and payment bonds, at the Contractor's option; **(g)** notice of **Contractor's** requirements and regulations pertaining to reporting; **(h)** notice of **Contractor's** requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such

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subcontract; **(i)** notice of **Contractor**'s requirements and regulations pertaining to copyrights and rights in data; **(j)** access by the **Contractor** or BIA, the Comptroller General of the United States, or any of their duly authorized representatives to any book, documents, papers, and records of the subcontractor which are directly pertinent to the subcontract for the purpose of making audit, examination, excerpts, and transcriptions; **(k)** retention of all required records for three (3) years after final payment and all other pending matters are closed; **(l)** compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15); **(m)** mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163); **(n)** warranty that delivery of items or work required will be free of asbestos in any form whatsoever except for the use of asbestos cement pipe; **(o)** compliance with Federal Standard No. 313 (including revisions adopted during the term of the contract) with regard to Hazardous Material Identification and Material Safety Data.

SUBCONTRACT ADMINISTRATION

The **Contractor** shall maintain a contract administration system which ensures that each subcontractor performs in accordance with the terms, conditions and specifications of its subcontract, including maintaining records which sufficiently detail the significant history of a subcontract. The **Contractor** has ultimate responsibility for the construction project and is not relieved of such responsibility by authorizing performance of the work by a subcontractor or BIA. Such responsibility includes but is not limited to: (1) Providing adequate supervision, inspection, and materials testing to ensure that the project is completed in conformance with approved plans and specifications; (2) Efficiently and effectively administering subcontracts through the application of sound management practices and business judgment, including; (a) ensuring that program funds have been expended and accounted for consistent with underlying agreements and program objectives; (b) assuming responsibility for employing whatever form of organization and management that is necessary to assure proper and efficient administration; (c) obtaining all access rights, licenses, and permits when the project is located on lands where the **Contractor** does not have legal jurisdiction or when special conditions warrant. In such instances, the **Contractor** will not be relieved from overall project responsibility and should coordinate with the entity having jurisdiction to perform the work with its own forces or by subcontract; (d) settling all contractual and administrative issues arising from procurement. These issues include, but are not limited to source evaluation, protests, disputes, and claims. The **Contractor** will have protest procedures to handle and resolve disputes relating to their subcontracts and shall disclose information regarding the protest to the Awarding Official; and (3) Processing regular progress payments to subcontractors as work is accomplished. The **Contractor** is not authorized to make advance payments to subcontractors. **All subcontracts entered into under this contract shall contain the FAR clauses prescribed in Attachment 6 of this contract.** The Contractor shall be responsible for the project site, regardless of the subcontract(s) contractual relationship to the Contractor. The Contractor shall cause to be removed from the work at the project site any subcontractor employee thereof whom the Awarding Official, in writing, finds to be incompetent, careless or otherwise objectionable. Failure of any subcontractor(s) to complete work described in its subcontract in a satisfactory manner, or without delay, will not excuse the Contractor from any delay in the completion of the entire contract except as provided in the applicable clause of the contract.

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In connection with the performance of work under this contract, the Contractor shall, in accordance with FAR Clause 52.209-6, *Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment*, not subcontract with a subcontractor who, at the time of the subcontract award, is listed on the List of Parties Excluded from Federal Procurement and Non-procurement programs, unless otherwise authorized by the Government in accordance with Subpart 9.4 of the Federal Acquisition Regulations. A consolidated List of Debarred, Suspended, and Ineligible Contractor is available for inspection at the office of the Awarding Official. In the event of the Contractor's noncompliance with the foregoing requirements, the Government may take appropriate action, including, but not limited to, requiring the Contractor to terminate any such subcontract and substitute an eligible subcontractor in lieu thereof, at no increase in the contract price or time for performance. The Contractor should note his responsibility to award all subcontracts in accordance with Section 7(b) of P.L. 93-638 which requires that to the greatest extent feasible, preferences and opportunities for training and employment in connection with the administration of this contract shall be given to Indians; and preference in the award of subcontracts in connection with the administration of this contract shall be given to Indian organizations and to Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (88 Stat. 77).

DAVIS BACON ACT (WAGES)

All laborers and mechanic employed by subcontractors employed in the construction, alteration, or repair, including painting or decorating or buildings or other facilities in connection with subcontracts entered into under this contract shall be paid wages at not less than those prevailing on similar construction in the locality, as determined by the Government of Labor in accordance with Davis-Bacon Act of March 3, 1931 (46 Stat. 1494), as amended.

INSURANCE

The Contractor and it is recommended for any subcontractors who perform any of the projects identified in the contract shall secure, pay premiums for, and keep in force until the expiration of this contract, or subcontract under this contract, or any renewal thereof, the following insurance:

(1) Workman Compensation Insurance, as required by the laws of the various states in which the contract is performed; (2) General Liability Insurance with limits of not less than \$500,000 per occurrence. (3) Automobile Liability Insurance with limits of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Other insurance not specifically mentioned in the above paragraph when required by law or other regulations. Each policy of insurance shall be obtained by the Contractor shall also name the United States of America as an additional insured party to the policy.

The policy shall contain no provision, either express or implied, that will serve to authorize or empower, the insurance carrier to waiver or otherwise limit the tribe's sovereign immunity outside or beyond the coverage and limits of the policy of insurance.

BONDING

Performance and payment bonds with penal amounts equal to 100% of the amount of the contract are required by law when bid exceeds \$25,000. Such bonds are not required if all work performed under this contract is solely performed by the Tribe, or public non-profit corporations serving as a government instrumentality of the Tribe. Proof of public non-profit corporate status must be

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furnished to, and be satisfactory to the Awarding Official. All subcontractors performing work under this contract are subject to bonding requirements. The Contractor is encouraged to ensure that subcontractors provide performance and payment bonds as required with penal amounts equal to 100% of the amount of the contract. Subcontractors Bonds are to be made payable to the Contractor and the Government. Corporate sureties offered for bonds furnished with this contract must be original documents and must appear on the list contained in the Department of Treasury Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies".

SECTION B

LIST OF ATTACHMENTS:

- ATTACHMENT 1 - Application for Construction Project**
- ATTACHMENT 2 - Project (SOW, Budget and Project Schedule)**
- ATTACHMENT 3 - Tribal Resolution**
- ATTACHMENT 4 - Plans, Specifications, Drawings, Applicable Federal, State, Local or Tribal Building Codes, and Engineering Standards**
- ATTACHMENT 5 - Department of Labor – General Decision (Davis Bacon Wage Rates)**
- ATTACHMENT 6 - Federal Acquisition Regulations (FAR) – Incorporated by reference**
- ATTACHMENT 7 - Drug Free Workplace Form (DI 2010)**
- ATTACHMENT 8 - Statement and Acknowledgment (Subcontracting Plan) (SF 1413)**
- ATTACHMENT 9 - Release of Claims (DI 137)**

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ATTACHMENT 1

**APPLICATION FOR CONSTRUCTION
PROJECT**

**Application for a Construction Project
Pursuant to Public Law (Pub.L.93-638)
Sec. 900.125**

- (a) The full name, address, and telephone number of the Indian tribe or tribal organization applying for the contract:

Contact: Lionel Haskie, P.E., O&M Manager
Tribe: Navajo Agricultural Products Industry
Address: PO Drawer 1318
Farmington, NM 87499

Telephone No.: 505-566-2600
Fax No. 505-960-9458

In addition to the above, the Indian Tribe or tribal organization submitting the construction proposal, or a construction contract proposal shall provide description of the following standards under which they propose to operate the contract:

Program Standards

- (1) The use of licensed and qualified architects:

US Bureau of Reclamation (USBR)
Four Corners Construction Office
1235 La Plata Hwy
Farmington, NM 87401

Lionel Haskie, P.E.
Licensed Electrical Engineer
NAPI Operations and Maintenance Manager

- (2) Applicable health and safety standards:

NAPI Employee Safety Policy & Procedures Manual
Navajo Occupational Safety & Health Administration, shall equal or exceed the standards prescribed by the [federal] Occupational Safety and Health Act of 1970 [OSHA].
Office of Navajo Labor Relations

- (3) Adherence to applicable Federal, State, local or tribal building codes and engineering standards:

Nationally accepted design standards, manuals, guidelines, and building codes shall be used, as approved by Reclamation, when applicable the American Institute of Steel Construction (AISC) Manual of Steel Construction (current edition), and the American Concrete Institute (ACI) 318 Design Standards of Bureau of Reclamation (N.O. 1-14) American Society of Agricultural Engineers (ASAE) Standard S-376, as it is related to pipelines and according to the National

Electrical Code which relates to electrical and irrigation machines; Western Area Power Administration Electrical Standard Substation – Electrical Equipment Specification WAPA ES 2.1 Distribution Transformer Standards; Western Area Power Administration Construction Standards, and National OSHA standards of practice.

(4) Structural Integrity:

1.1.6.2 Codes, Standards Manuals, and Guidelines

Nationally accepted design standards, manuals, guidelines, and building codes shall be used, as approved by Reclamation, when available and applicable. Examples include:

- *American Association of State Highway and Transportation Officials (AASHTO) Bridge Design Specifications (current edition)*
- *American Institute of Steel Construction (AISC) Manual of Steel Construction (current edition)*
- *American Concrete Institute (ACI) 318 Building Code Requirements for Structural Concrete (current edition).*

Although nationally accepted design standards, manuals, guidelines, and building codes are preferred for use in Reclamation designs, recognition must be given to the need for specific or special requirements and minimum levels of design unique to Reclamation facilities and features. These specific requirements and minimum levels of design unique to Reclamation shall be clearly identified and defined in the appropriate design standards.

(5) Accountability, of funds:

Funds will be accounted for using NAPI's current financial management system, Famous Software & 638 Program Analyst
NAPI will submit monthly reports of construction updates, with available schedule and cost updates.

(6) Adequate competition for subcontracting under tribal or other applicable law (including its procurement management system standards):

NAPI plans on performing the majority of the scope items using current workforce. The plan is to outsource specialized polymer installation, welding, specialized electrical work, aerial surveys and quality inspection per approved current engineering specifications. All subcontracted work/scopes will utilize NAPI's/ Navajo Nation procurement management system.

(7) The commencement, performance, and completion of the contract:

Commence of contract shall become effective from the date of execution of this contract with majority of the funding needed within the first 3 months. Project completion is estimated to be 12/31/2023

- (8) Adherence to project, plans and specification (including any applicable Federal construction guidelines and manuals and the Secretary will accept tribal proposals for alternative which are consistent with or exceed Federal guidelines or manuals applicable to construction programs).

NAPI intends on following federal Construction guidelines and appropriate design standard.

- (9) The use of proper materials and workmanship:

Procurement preference to United States produced, manufactured, or homegrown products, most notably, food clothing, fabrics, and specialty metals. The use of certified contractors and the certified Operations & Maintenance Electricians and Mechanics, licensed Engineers of NAPI or its contacts, certified Electricians from WAPA, SCADA technical services, O&M department Civil Works and Mechanical in compliance with Reclamation's standard embankment earthwork procedures and mechanical CAT engine installation.

- (10) Necessary inspection and testing:

Operation & Maintenance Deferred Maintenance NIIP final testing and quality inspection will be performed by certified and approved contractors accompanied by US Bureau of Reclamation (FCCF) Office, Western Area Power Administration, NAPI delegate(s). The Bureau of Indian Affairs will participate in final inspections of projects.

- (11) With respect to the self-determination contract between the Indian tribe or tribal organization and Federal government, **a process for changes, modifications, stop work, and termination of the work when warranted:**

Change Request to the Scope of Work during the project will be coordinated with the Bureau of Indian Affairs as requested. If any major modifications or stop work are required the BIA-NIIP AOTR will be notified in writing and NAPI will submit a Contract Modification request as required under the contract.

Required Statements

- (b) In addition to provision regarding the program standards listed above or the assurances listed in paragraph (c), the Indian tribe or tribal organization shall also include in its construction contract proposal the following:

- (1) In the case of a contract for design activities, this statement, *"Construction documents produced as part of this contract will be produced in accordance with the Program of Requirements (POR) and/or Scope of Work,"* and the POR and/or Scope of Work shall be attached to the contract proposal. If tribal construction procedures, standards and methods (including national, regional, state, or tribal building codes or construction industry standards) are consistent with or exceed applicable Federal standards then the Secretary shall accept the tribally proposed standards.
- (2) In the case of contract for construction activities, this statement, *"The facility will be built in accordance with the construction documents produced as a part of design activities. The project documents, including plans and specifications are hereby incorporated into this contract through this reference."* If tribal construction procedures, standards and methods (including national, regional, state, or tribal building codes or construction industry standards) are consistent with or exceed applicable Federal standards then the Secretary shall accept the tribally proposed standards.
- (3) Proposed methods to accommodate the responsibilities of the Secretary provided in Sec. 900.131:

Project will be managed by NAPI personnel, subcontractors must meet minimum qualifications.
- (4) Proposed methods to accommodate the responsibilities of the Indian tribe or tribal organization provided in Sec. 900.130 unless otherwise addressed in paragraph (a) of this section and minimum staff qualifications proposed by the Indian tribe or tribal organization:

Project will be managed by NAPI personnel, subcontractors must meet minimum qualifications.
- (5) A contract budget as described in Sec. 900.127:

See attachment 2 (Navajo Indian Irrigation Project Priority Projects Proposal)
- (6) A period of performance for the conduct of all activities to be contracted:

See Attachment 2 (O&M project schedule)
- (7) A payment schedule as described in Sec. 900.132:

95% of Contract funds will be requested upon approval of contract with final 5% upon final inspection and release of claim form.

- (8) A statement indicating whether or not the Indian tribe or tribal organization has or plans to have a Construction Management Service contract related to this project:

Not Applicable

- (9) Current (unrevoked) authorized resolutions in accordance with Sec. 900.8(d) from all Indian tribes benefiting from the contract proposal: Please attach the current (unrevoked) authorized resolution to the application.

Please attach the current (unrevoked) authorized resolution to the application.
See Attachment 3: Resolution dated May 15, 2020.

- (10) Any responsibilities, in addition to the Federal responsibilities listed in Sec. 900.131, which the Indian tribe or tribal organization proposes the Federal government perform to assist with the completion of the scope of work:

No additional responsibilities

ASSURANCES

- (c) The Indian tribe or tribal organization will provide the following assurances in its contract proposal.

- (1) If the Indian tribe or tribal organization elects not to take title (pursuant to Subject J) to Federal property used in carrying out the contract. *"The Indian tribe or tribal organization will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instruction from the awarding agency. The Indian tribe or tribal organization will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project."*
- (2) *"The Indian tribe or tribal organization will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)" which prohibits the use of lead based paint in construction or rehabilitation of residential structures.*
- (3) *"The Indian tribe or tribal organization will comply, or has already complied, with the requirements of Title II or III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646)," which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal participation in purchases.*

- (4) *"Except for work performed by tribal or tribal organization employees, the Indian tribe or tribal organization will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276c and 18 U.S.C. 874)," for Federally assisted construction subagreements.*
- (5) *"The Indian tribe or tribal organization will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234)," which requires recipients in a special flood hazard area in participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.*
- (6) *"The Indian tribe or tribal organization will comply with all applicable Federal environmental laws, regulations, and Executive Orders."*
- (7) *"The Indian tribe or tribal organization will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.) related to protecting the components or potential components of the national wild and scenic rivers system."*
- (8) *"The Indian tribe or tribal organization will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended 16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)."*

Good Faith Effort

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

Each agency may provide or the Indian tribe or tribal organization may request Federal construction guidelines and manuals for construction by the Indian tribe or tribal organization in the preparation of its contract proposal. If tribal construction procedures, standards and methods (including national, regional, state, or tribal building codes or

construction industry standards) are consistent with or exceed applicable Federal standards, the Secretary shall accept the tribally proposed standards.

CERTIFICATIONS

The Indian tribe or tribal organization hereby certifies to the following, and these certifications will be included in the terms and conditions of any contract resultant from this application.

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

Signature:

Title:

Date:

P. L. 93-638 Subpart J Construction Contract

Bureau of Indian Affairs

ATTACHMENT 2

PROJECT WORK ORDER (SCOPE OF WORK, BUDGET AND PROJECT SCHEDULE)



P.O. Drawer 1318, Farmington, NM 87499
Phone: (505) 566-2636 Fax: (505) 599-0572

March 11, 2020

David Fisher, P.E.
Chief, Branch of Irrigation and Power
Division of Water and Power
Bureau of Indian Affairs
Office of Trust Services
13922 Denver West Parkway, Suite 300
Lakewood, CO 80401

Re: **Navajo Indian Irrigation Project, Farmington NM, Priority Projects 2020**

Dear Mr. Dave Fisher:

- 1) **NIIP West Kutz Siphon Section Repair: Cost (\$1,338,000)**
Pipe: 204" Diameter PCCP Flow = 1625 cfs DOWL RPI¹: 80

Navajo Agricultural Projects Industry (NAPI) Operations and Maintenance (O&M) Department has inspected four siphons to identify high risk sections of the PCCP requiring replacement. The 2017 inspection² of West Kutz Siphon revealed that two (2) 20ft sections of 204-inch diameter PCCP required repair. The wire breaks detected in West Kutz Siphon are similar to the ones detected in the Kutz Siphon in 2003. The inspection² results for the 204-inch diameter PCCP West Siphon is shown in **Table 1**. West Kutz Siphon is located approximately 7 miles south of Bloomfield NM, see **Figure 1**.

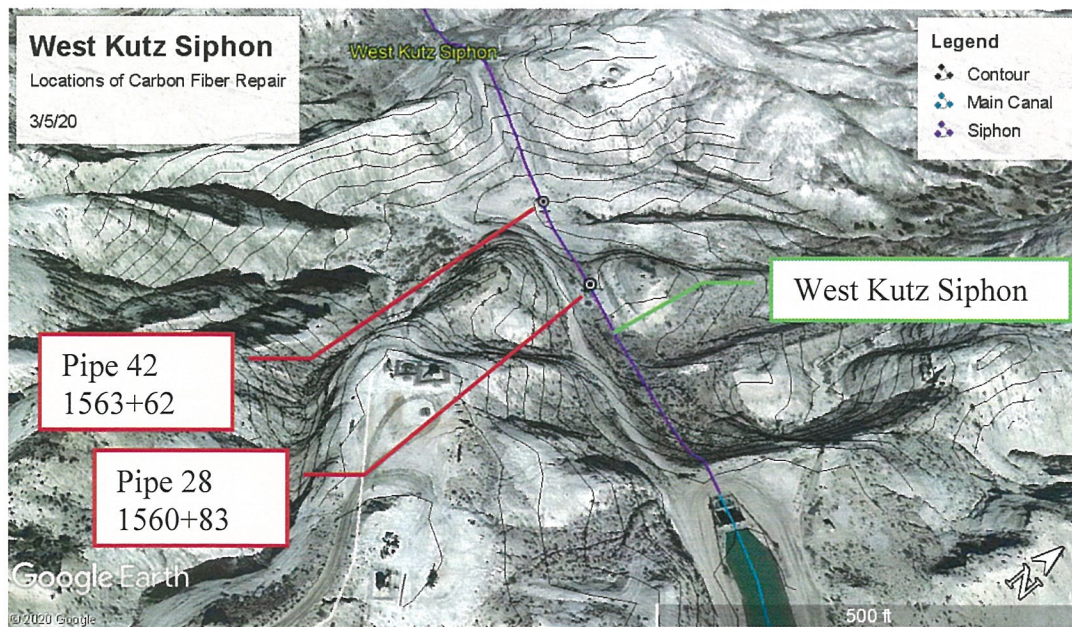


Figure 1: West Kutz Siphon locations of Repair

¹ Recommended Priority Index. This RPI was used by the DOWL assessment of NIIP infrastructure to prioritize remediation activities.

² Pure Technologies. Electromagnetic Inspection of the 210-Inch West Kutz Siphon, 210-Inch Horn Siphon, 189-inch West Gallegos Siphon, 189-Inch East Gallegos Siphon. Navajo Agricultural Products Industry

NAPI proposes to repair the West Kutz PCCP Siphon with an internal carbon fiber repair. A carbon fiber repair was selected because it will restore to engineered specifications, it's cost effective and extends the service life of pipe to 50+ years. The dewatering and refilling of the pipe will be performed by NAPI. The contractor will design, install the carbon fiber repair per AWWA C305 while a certified provide confined space rescue standby services for duration of project, per OSHA 29 CFR 1926.1211.

Table 1. West Kutz Siphon 2017 Electromagnetic Inspection Results & Repair Estimate

Pipe #	Beginning Station	Number of Wires Broken	Number of Wires - Yield Strength	Pipe Class	Pipe Length (ft)	Est. Cost (\$)	Est. Duration (days)
42	1563+62	15	16	204A125	20	\$ 446,250	10
28	1560+83	20	24	204A75	20	\$ 409,275	10
Mobilization / Demobilization						\$ 235,000	4

Note: Table 1 - Carbon Fiber Installation Cost Only

Table 2: Proposed Cost Estimate for West Kutz Siphon CFRP Project

Item	Description	Quantity	\$/unit	Cost (\$)
Task 1 NAPI Responsibilities				
	Administration			
1	Project Management (Manager, Engineer, Supervisor)	840	\$ 31	\$ 26,040
2	GSA (32 mile round trip, work days, 2 GSA's type G62)	1 month	+mileage	\$ 1,232
3	Safety Supplies - Confined Space Entry		Lump Sum	\$ 6,710
4	Waste Management - (20 yard bin)	4	\$ 650	\$ 2,600
	Direct Labor			
5	Labor- Equip. Operator, Labor, Electrician - 60 days	960	\$ 27	\$ 25,920
6	GSA (32 mile round trip, daily, 2 GSA's type G71)	2 month	+mileage	\$ 11,116
7	Heavy Equipment (28 days) + Diesel Fuel (200 gal/day)	28 days	Lump Sum	\$ 20,100
8	Road Preparation (Grade, Gravel, Maintain)	4,500 ft	\$ 2.75	\$ 12,375
9	Siphon Dewatering / Debris Removal	28 days	Lump Sum	\$ 15,000
Task 2 Contractor Responsibilities				
10	Mobilization/Demobilization		Lump Sum	\$ 235,000
11	Safety - Confined Space Rescue Standby Team per OSHA 29 CFR 1926.1211	23	\$ 2,500	\$ 57,500
12	West Kutz Siphon Pipe 42 - 20ft section Pipe Repair per AWWA C305 Design Requirements	20	\$ 22,313	\$ 446,250
13	West Kutz Siphon Pipe 28 - 20ft section Pipe Repair per AWWA C305 Design Requirements	20	\$ 20,464	\$ 409,275
14	2020 Navajo Nation Tax 6%			\$ 68,882
	NAPI Project Total Cost			\$ 121,093
	West Kutz Siphon CFRP Repair Estimate			\$ 1,216,907
	Total			\$ 1,338,000

2) Elevated Tank MC36.3L Deferred Maintenance (\$187,000)

NAPI proposes to perform maintenance on the NIIP Elevated Tank Internal Coating Deferred Maintenance to recoat tank surfaces since 2012. NAPI 638 Department lacks the necessary funding to perform the required maintenance on this large project see **Table 3**. Scope or Work for this activity includes: cleaning out tank debris, abrasive blasting, filler & epoxy, quality inspection and confined space rescue services.

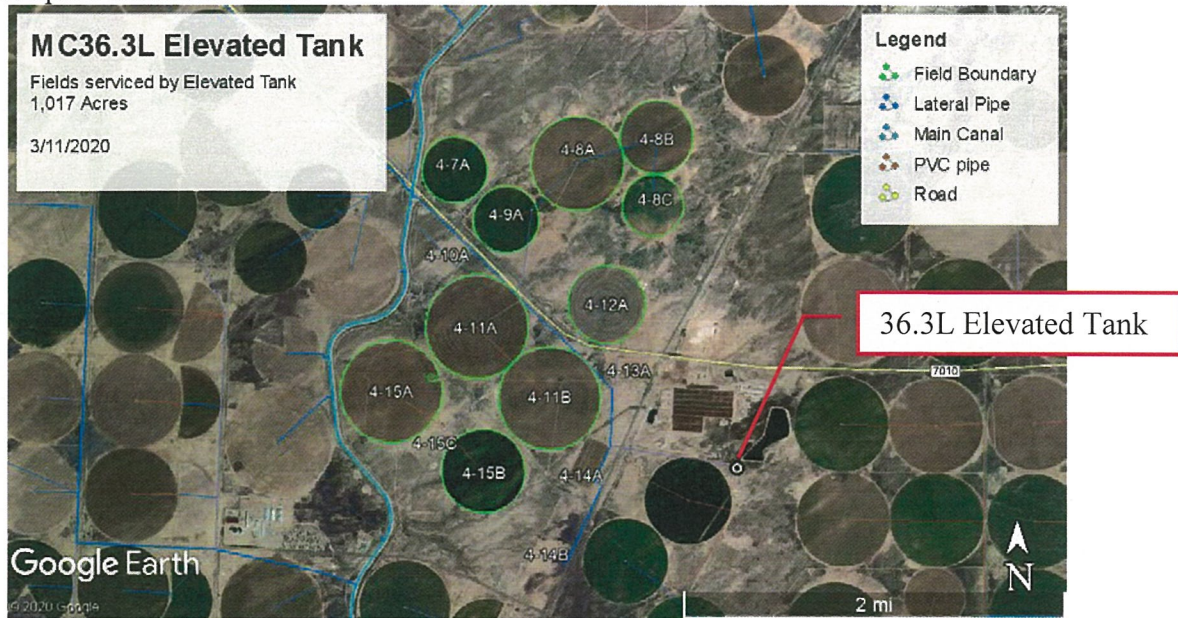


Figure 2: MC 36.3L Elevated Tank Location and Impacted Fields

Table 3: Proposed Cost Estimate for Elevated Tank Deferred Maintenance Project

Item	Description	Quantity	\$/unit	Cost (\$)
Task 1 NAPI Responsibilities				
Administration				
1	Project Management (Manager, Engineer, Supervisor)	120	\$ 31	\$ 3,720
2	GSA (20 mile round trip, work days, 3 GSA's type G62)	10 days + mileage		\$ 560
3	Safety Supplies - (Air Monitor Calibration, (2) Harness)	Lump Sum		\$ 1,675
Hourly Labor				
4	Labor- (Mechanic, Canal Service Tech, SCADA Tech)	120	\$ 27	\$ 3,240
5	GSA (20 mile round trip, daily, 3 GSA's type G63, G71)	10 days + mileage		\$ 685
6	Removal and Install (Blind Flange Bolts, tooling)	Lump Sum		\$ 1,120
Task 2 Contractor Responsibilities				
7	Safety - Confined Space Rescue Standby Team per OSHA 29 CFR 1926.1211	10	\$ 2,500	\$ 25,000
8	Block 4 - MC36.3L Elevated Tank Deferred Repair Pipe Repair per Design Requirements	Lump Sum		\$ 125,000
9	2020 Navajo Nation Tax 6%			\$ 9,000
NAPI Project Total Cost				\$ 11,000
Contractor Estimate				\$ 159,000
Project Contingency 10%				\$ 17,000
Total				\$ 187,000

3) Heavy Equipment Purchase (\$664,000)

NAPI O&M 638 Department lacks annual funding to replace a 1978 P&H MT300N, 30-ton class All Terrain Crane. The current crane has 4,440 hours, a 80-ft main boom plus 25-ft jib, it is utilized for large 1000hp motors, transformers, steel gate structures. The goal is to improve the overall safety, reliability of crane operations and reduce operation overhead costs.

Currently the existing 30-ton crane has several issues that have resulted in recommendation to replace this equipment. The three top issues include:

- obsolete parts
- high annual maintenance cost
- limited capacity to lift equipment

For these reason's this equipment is the highest priority within the department of equipment that needs to be replaced. The crane is use around 200 hours per year and is expected to last 20 years within the O&M Department. Due to the limited lifting capacity NAPI is looking to increase crane capacity to over 30 tons.

Table 4: Proposed Cost Estimate for Heavy Equipment Purchase

Item	Description	Cost
Task 1 NAPI Responsibilities		
	Administration	
1	Project Management (Labor - Manager, Engineer, Foreman)	\$ 3,840
2	RFP - Advertisement + Legal Review	\$ 1,900
Task 2 Heavy Equipment Purchase		
3	30 ton to 50 ton Crane (100+ ft boom) Light Off Road + Highway Use + Delivery Cost	\$ 540,000
4	Contingency 18.5% - Market Fluctuations on Price of Metal - Highway Plates + Registration + Insurance + Certification	\$ 81,000
5	Navajo Nation Tax 6%	\$ 37,260
	NAPI Project Total Cost	\$ 5,740
	Crane Estimate	\$ 658,260
	Total	\$ 664,000

4) Lateral Isolation Valve Deferred Maintenance (\$146,000)

NAPI proposes to perform maintenance on the NIIP laterals that have been deferred since 2008 during routine valve operation during irrigation season. NAPI 638 Department lacks the necessary funding to perform the required maintenance on these isolation valves, see **Figure 3**.

Table 5. Lateral Isolation Valve Deferred Maintenance & Repair Estimate

Valve Size (Inch)	Lateral	Station No.	Isolation Acres	Additional Impacted Acres	Duration (days)
36	G14.5AH	184+37	1,767	3,417	7
36	G14.5AH-3.5L	0+00	1,453	3,417	
24	A11.2AH	357+20	2,145	2,106	5
24	B3.1AH-3.2L	0+00	1,160	1,632	5
18	A3.1R-0.3L	91+36	440	696	5
12	G13.3L	55+62	965	607	5

NAPI proposes to replace the aging isolation valves and install concrete vaults for future maintenance of the isolation valves. Slide gate seals will be replaced by NAPI O&M department.

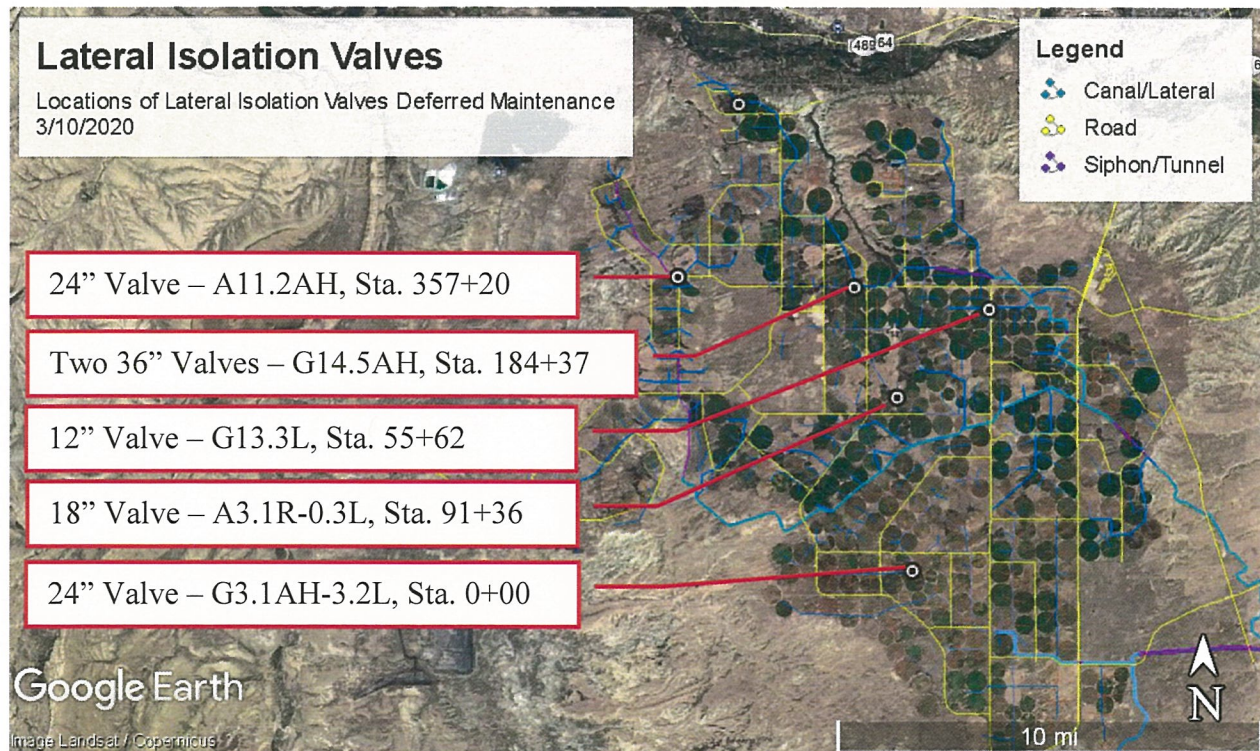


Figure 3: Lateral Isolation Valve Deferred Maintenance

Table 6: Proposed Cost Estimate for Lateral Isolation Valve Deferred Maintenance

Item	Description	Cost
Task 1 NAPI Project Management		
	Administration	
1	Project Management (Labor - Manager, Engineer, Foreman)	\$ 3,228
2	GSA (round trip 22 miles) - (2) G62 and (1) G63	\$ 1,331
3	Safety Supplies + Required Tools	\$ 2,500
4	Heavy Equip. Rental + Fuel - 2 Month	\$ 19,126
Task 2 - Procurement and Installation		
5	Procure Precast Valve Vaults	\$ 28,000
	Two 36" Valves - G14.5AH Sta. 184+37	\$ 36,635
6	Labor- (1) Equip. Operator, (2) Skilled Labor - 7 days	\$ 5,063
7	GSA (14 mile - round trip, daily, 2 GSA's type G71)	\$ 172
	24" Valve - A11.2AH Sta. 357+20	\$ 8,600
8	Labor- (1) Equip. Operator, (2) Skilled Labor - 5 days	\$ 5,063
9	GSA (22 mile - round trip, daily, 2 GSA's type G71)	\$ 123
	24" Valve B3.1AH-3.2L Sta. 0+00	\$ 8,600
10	Labor- (1) Equip. Operator, (2) Skilled Labor - 5 days	\$ 5,063
11	GSA (23 mile - round trip, daily, 2 GSA's type G71)	\$ 123
	18" Valve A3.1R-0.3L Sta. 91+36	\$ 6,800
12	Labor- (1) Equip. Operator, (2) Skilled Labor - 5 days	\$ 5,063
13	GSA (18 mile - round trip, daily, 2 GSA's type G71)	\$ 123
	12" Valve - G13.3L Sta. 55+62	\$ 2,200
14	Labor- (1) Equip. Operator, (2) Skilled Labor - 5 days	\$ 5,063
15	GSA (16 mile - round trip, daily, 2 GSA's type G71)	\$ 123
16	Gaskets, Tooling, Bolts, Concrete	\$ 3,000
	NAPI Project Management Cost	\$ 26,186
	Materials + Direct Labor Cost	\$ 119,814
	Total	\$ 146,000

Table 7. 2020 Navajo Indian Irrigation Project high Priority Items

Priority	Infrastructure	Cost (\$)	Priority	Assessments
1	West Kutz Siphon Repair	\$ 1,338,000	High	Pure Technologies Electromagnetic testing Feb. 2017
2	MC 36.3L Elevated Tank Repair	\$ 187,000	High	NAPI O&M 638 Dept. Deferred Maintenance
3	Heavy Equipment Replacement	\$ 664,000	High	Heavy Equipment Replacement
4	Lateral Isolation Valve Maintenance	\$ 146,000	High	NAPI O&M 638 Dept. Deferred Maintenance
Total		\$ 2,335,000		

Should you have any questions regarding this letter, please call me at (505) 566-2636.

Sincerely,



Lionel Haskie P.E., Operations and Maintenance Manager
NAVAJO AGRICULTURAL PRODUCTS INDUSTRY

Attachment:

- A. NIIP Project Photos
- B. Rehabilitation work to 200,000-gal elevated water tank Block 4-36.3L, dated July 2019
- C. New GMK3060 All Terrain Crane Quote dated December 2019

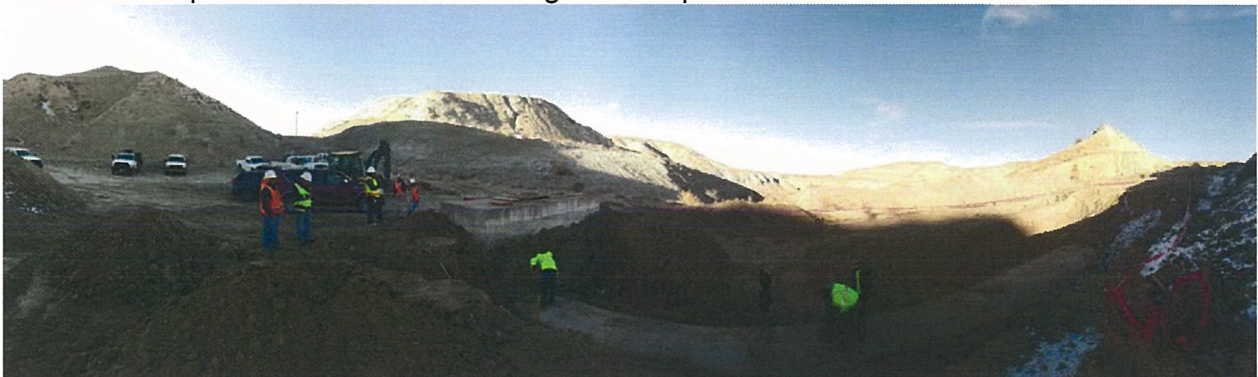
CC: Roland Becenti, NIIP-BIA
 Dave Zeller, NAPI CEO
 Brandy Horner, Interim CFO
 Andreanna Harrison, 638 Program Analyst

ATTACHMENT A – NIIP Project Photos

West Kutz Siphon Internal Walk through Inspection after Carbon Fiber Section Repair
2019



West Kutz Siphon External Electromagnetic Inspection validation 2018



MC36.3L Elevated Tank, photo taken 8/16/2018



1978 P&H Crane MT300, lifting 100ft communication tower, Jan 2019



1978 P&H Crane MT300, parked for clutch maintenance inspection, 3/10/2020



A11.2AH-3.1L Station 35+66 – Underground Isolation Valve 36" diameter with 6" bypass

valve, photo taken 3/7/2020, representative valve



**ATTACHMENT B – Rehabilitation work to 200,000-gal elevated water tank Block 4 –
36.3L, dated July 2019**

ATTACHMENT C – New GMK3060 All Terrain Crane Quote dated December 2019



EQUIPMENT SERVICES
Equipped to Serve

QUOTATION

4010 South 22nd St • Phoenix, AZ 85040 • Phone: (602) 232-0600 (800) 428-3020 • Fax: (602) 232-0620
3801 Prince St. SE • Albuquerque, NM 87105 • Phone: (505)764-8100 • Fax: (505)784-8103

TO: Navajo Agricultural Products Industry
10086 NM Hwy 371
Farmington, NM 87499
Attn: Mr. Davidson Tsosie
dtosie@navajopride.com
(505)947-0175

QUOTE ID NUMBER: 1000103-1521

DATE: October 15, 2019

SALESMAN: Joe McKeehan (480)510-2269

SHIP VIA

TENTATIVE DELIVERY DATE

DESCRIPTION

Pg.1

New GROVE Model GMK3060, 65-ton Capacity All Terrain Crane

Equipped as follows:

DESCRIPTION:

BOOM: 31 ft. to 141 ft. 6-section MEGAFORM style main boom with "TWINLOCK" boom pinning system; 5-sheave boom nose; Single sheave aux. nose.

BOOM ELEVATION: One hydraulic single acting cylinder (-2.7° to 82.8°) with integral holding valves.

BOOM EXTENSION: 29-49 (8.7m - 15 m) bi-fold swingaway, hydraulically offset from 0° to 40°

Rated Capacity Limiter ("RCL"): Crane Control System (CCS) rated capacity limiter with automatic cutout and full graphic display for actual and admissible load, radius, telescoping and other working conditions.

OPERATORS CAB: Full vision aluminum cab, hydraulically tiltable to 20°, mounted on the left side of the turntable, safety glass throughout, hinged windshield with wiper, sliding door and RH sliding window, sun visor and window shade, shatter-resistant skylight with wiper, front engine-independent diesel heater, includes 24 hr timer; fan and defroster nozzle; deluxe seat with suspension & headrest; armrest mounted dual axis crane control joysticks; engine instrumentation panel with ECOS, engine controls, and full driving/steering controls. Two spotlights.

SWING: 360-degree continuous rotation, axial piston motors, planetary reduction gear, service and holding brake. Infinitely variable speed 0-2.5 rpm.

COUNTERWEIGHT: 16,700 lbs. (7.6 t) total consisting of 14,500 lbs. (6.6 t) fixed (incl. top piece plus compensation weight) and 2,200 lbs. (1 t) removable. Hydraulic counterweight rigging and removal system operated from crane cab.

HYDRAULIC SYSTEM: Two separate circuits, one axial piston variable displacement pump (load sensing) and one gear pump for swing. Oil cooler and pressure test points. Tank capacity 159 gallons (600 liters). Additional oil cooler standard.

MAIN HOIST: Axial piston motor with planetary reduction gear and automatic multiple disc brake. Drum rotation indicator.

Pg. 2

WIRE ROPE: 558 ft. (170m) of 16mm diameter for main and Auxiliary hoist.

SAFETY SYSTEMS: Hoist and lowering limit switch, check valves on load bearing cylinders, pressure relief valves and wind speed indicator.

OUTRIGGERS: Four hydraulically telescoping beams with vertical cylinders and outrigger pads. Independent horizontal and vertical operation. Controlled from each side of carrier and superstructure cab with electronic level indicators. Outrigger length control.

ENGINE: Cummins QSL9 - C 350 (Euromot Stage IV / EPA /CARB Tier 4 Final (off-road).6-cylinder in-line, water cooled turbocharged and intercooled, 350 HP (261 kW) at 2100 rpm, max torque 1,100 ft. lbs. (1491 Nm) at 1500 rpm.
Fuel tank: 105 gallons (400 l) capacity with locking filler cap.

TRANSMISSION: ZF-AS TRONIC 12 AS 2301 Automatic 12 speeds forward and 2 reverse. Single speed transfer case.

SUSPENSION: Megatrak™ all wheel independent hydropneumatic suspension, hydraulic lockout and automatic leveling system. Automatic 'interval-controlled central lubrication of struts and steering lever journals.

BRAKES: Dual line full air anti-lock brakes (ABS) on all wheels. Pneumatically operated spring-loaded emergency/parking brake on axles 1 and 2.

TIRES: 525/80 R25 on / off highway Michelin radial tires on steel rims in lieu of standard. [Note: Overall width increases to 9.4 ft. (2.88 m)]

LIGHTS: 24v system. Full lighting package (includes; head, rear, brake, rear fog, reverse, hazard, directional indicators and reflectors) conforming to EC regulations. Halogen spotlight and rotating beacon.


CHASSIS CAB: Aluminum two-man left hand drive with hydraulic suspension and forward tilt for engine access. Driver's seat with pneumatic suspension, passenger seat, three-point seat belts. Safety glass windows laminated front windscreen with wipers and washers, engine dependent hot water heater with defroster, heated rear view mirrors, tachograph, odometer, full warning instrumentation and travel controls. Stereo radio with Bluetooth, USB and CD player with traffic information decoder. Fire extinguisher. Additional engine independent diesel cab heater also serves as engine preheater incl. 24h timer.

MISCELLANEOUS STANDARD EQUIPMENT: Access steps, maintenance tool kit, automatic interval controlled central lubrication.

CraneSTAR asset management system software package; includes internet access to up-to-date crane information; monitor machine locations, working conditions; & plan lifting schedules; Go to www.cranestar.com to activate.

INCLUDED OPTIONS:

- Hydraulic luffing for swingaway.
- 2 work lights, mounted on boom base section (controlled from superstructure cab).
- Boom mounted aircraft warning light. (Constant).
- Auxiliary boom nose.
- Auxiliary hoist, axial piston motor with planetary gear and automatic multiple disc brake; Drum rotation indicator, additional boom nose idler sheave,
- 558 ft. (170 m) of 16mm wire rope.
- Additional oil cooler for hydraulic system.
- Automatic centralized lubrication for the superstructure.
- 3 sheave 44 USt hookblock with single hook and dead end. [40 tonnes hook block capacity].
- 1 sheave 18 USt hookblock with single hook and dead end. [16 tonnes

Pg. 3	<p>hookblock capacity]. Note: Required for overhaul of single part line with boom/jib lengths in excess of 99.6 ft. (30.4m)</p> <ul style="list-style-type: none"> • Single line 9 USt headache ball [8 tonnes headache ball capacity][440 lbs.]. Note: Overhaul weight designed for a maximum of 191.4 ft. (58m) boom/jib lengths. • Retractable cab foot walk. • Fire extinguisher. • Stereo radio with Bluetooth, USB and CD player. • Air conditioning - combined system, carrier and superstructure cabs. • Additional 13,200 lbs. (6 t) counterweight, consisting of 2 x 4,400 lbs. (2 t) and 2 x 2,200 lbs. (1 t) slabs. Total 29,900 lbs. (13.6 t). Includes testing calibration and load charts. • Two additional strobe lights - carrier and superstructure mounted. • Reversing camera system. 	
	<p style="text-align: center;">F.O.B.: Farmington, NM</p> <p style="text-align: center;">Price: (Does Not Include Any Applicable Sales Tax)</p> <p>Notes:</p> <ul style="list-style-type: none"> • There is one unit available in 2019, to be completed 11/5/19, ex-factory. • Price includes clearing customs, loading the crane and fall-off load(s) and transportation to Farmington. • Pre-delivery in Farmington will include, operators training, service and maintenance training. There is no additional fee for this providing all of the above be completed in one workweek. 	\$859,974.00
	<p>This quotation reflects present prices, but is subject to adjustment based on the date of manufacturer's price increases and shipping schedules.</p> <p>Whether or not specifically set forth, this quotation is maybe subject to Federal and/or State Sales Tax. This quotation is subject to change without notice. Purchases requiring financing are subject to credit approval</p> <p>Customer's acceptance of this Proposal:</p> <p>Signed: _____</p> <p>Date: _____</p>	

P. L. 93-638 Subpart J Construction Contract

Bureau of Indian Affairs

ATTACHMENT 3

TRIBAL RESOLUTION

AUTHORIZING THIS CONTACT

The Contractor agrees to provide copies of approved Tribal Resolution after the Navajo Nation Executive and Legislative Branches review and approve the Subpart J Construction Contract Agreement.

ATTACHMENT 4**PLANS, SPECIFICATIONS, DRAWINGS,
APPLICABLE FEDERAL, STATE, LOCAL OR
TRIBAL BUILDING CODES, AND
ENGINEERING STANDARDS**

The Contractor agrees to provide copies of any of the specifications, codes or standards as listed under this attachment upon request by the Government to ensure compliance with the contract requirements.

P. L. 93-638 Subpart J Construction Contract

Bureau of Indian Affairs

ATTACHMENT 5

DEPARTMENT OF LABOR

GENERAL DECISION

(Davis Bacon Wage Rates)

"General Decision Number: NM20200044 04/03/2020

Superseded General Decision Number: NM20190044

State: New Mexico

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Bernalillo County in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	04/03/2020

ASBE0076-008 01/01/2018

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.19	11.73
--	----------	-------

CARP1505-001 06/01/2018

	Rates	Fringes
--	-------	---------

CARPENTER (Includes Drywall Finishing/Taping, Drywall Hanging, and Metal Stud Installation (Excludes Form Work)).....	\$ 24.08	10.79
---	----------	-------

ELEC0611-022 01/01/2020

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....	\$ 32.70	11.67
------------------	----------	-------

ELEV0131-002 01/01/2019

	Rates	Fringes
--	-------	---------

ELEVATOR MECHANIC.....	\$ 42.41	34.125
------------------------	----------	--------

IRON0495-002 06/01/2019

	Rates	Fringes
--	-------	---------

IRONWORKER, STRUCTURAL.....	\$ 27.00	16.41
-----------------------------	----------	-------

LABO0016-002 06/01/2018

	Rates	Fringes
--	-------	---------

LABORER (Mason Tender - Cement/Concrete).....	\$ 17.25	6.01
--	----------	------

PLUM0412-014 04/01/2018

	Rates	Fringes
--	-------	---------

PIPEFITTER.....	\$ 33.05	12.68
PLUMBER (Includes HVAC Pipe Installation).....	\$ 33.05	12.68

* SFNM0669-001 01/02/2020

	Rates	Fringes
--	-------	---------

SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.00	22.19
--	----------	-------

SHEE0049-004 04/01/2019

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct and Unit Installation).....	\$ 31.03	16.71

SUNM2016-001 09/26/2018

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 20.41	6.25
CEMENT MASON/CONCRETE FINISHER...	\$ 18.59	7.45
GLAZIER.....	\$ 20.15	3.48
LABORER: Common or General.....	\$ 15.70	4.86
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 25.97	5.15
PAINTER (Brush and Roller).....	\$ 16.51	2.14
PAINTER: Spray.....	\$ 16.51	2.14

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

P. L. 93-638 Subpart J Construction Contract

Bureau of Indian Affairs

ATTACHMENT 6

**FEDERAL ACQUISITION REGULATIONS (FAR)
CLAUSES APPLICABLE TO THIS CONTRACT
AND ALL SUBCONTRACTS UNDER THIS
CONTRACT**

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52.252-2 Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

Clause No.	Title
FAR 52.202-01	Definitions. (JUL 2004)
FAR 52.203-05	Covenant Against Contingent Fees. (APR 1984) [APPLICABLE TO SUBCONTRACTORS ONLY] (ATSO)
FAR 52.203-10	Price or Fee Adjustment for Illegal or improper Activity. (JAN 1997) (ATSO)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (SEPT 2005)
FAR 52.204-01	Approval of Contracts. (DEC 1989)
FAR 52.209-06	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JAN 2005)
FAR 52.211-10	Commencement, Prosecution, and Completion of Work. (APR 1984)
FAR 52.211-12	Liquidated Damages--Construction. (SEPT 2000) (ATSO)
FAR 52.211-18	Variation in Estimated Quantity. (APR 1984)
FAR 52.219-14	Limitation on Subcontracting. (DEC 1996) (ATSO)
FAR 52.222-03	Convict Labor. (JUN 2003)
FAR 52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)
FAR 52.222-06	Davis-Bacon Act. (JUL 2005) (ATSO)
FAR 52.222-07	Withholding of Funds. (FEB 1988) (ATSO)
FAR 52.222-08	Payrolls and Basic Records. (FEB 1988) (ATSO)
FAR 52.222-10	Compliance With Copeland Act Requirements. (FEB 1988) (ATSO)
FAR 52.222-11	Subcontracts (Labor Standards). (JUL 2005)
FAR 52.222-13	Compliance with Davis-Bacon & Related Act Regulations. (FEB 1988) (ATSO) FAR
52.222-14	Disputes Concerning Labor Standards. (FEB 1988) (ATSO)
FAR 52.222-15	Certification of Eligibility. (FEB 1988) (ATSO)
FAR 52.222-26	Equal Opportunity. (APR 2002) (ATSO)
FAR 52.223-03	Hazardous Material Identification and Material Safety Data. (JAN 1997)
FAR 52.223-06	Drug-Free Workplace. (MAY 2001) (ATSO)
FAR 52.225-09	Buy American Act -- Construction Materials. (JUN 1997) (ATSO)
FAR 52.225-13	Restriction on Certain Foreign Purchases. (FEB 2006) (ATSO)
FAR 52.227-04	Patent Indemnity - Construction Contracts. (APR 1984)
FAR 52.228-05	Insurance--Work on Government Installation. (JAN 1997)
FAR 52.228-15	Performance and Payment Bonds--Construction. (SEPT 2005) (ATSO)
FAR 52.229-03	Federal, State, and Local Taxes. (APR 2003) (ATSO)
FAR 52.232-18	Availability of Funds. (APR 1984)
FAR 52.232-23	Assignment of Claims. (JAN 1986)
FAR 52.236-02	Differing Site Conditions. (APR 1984)
FAR 52.236-03	Site Investigation and Conditions Affecting the Work. (APR 1984)
FAR 52.236-04	Physical Data. (APR 1984)
FAR 52.236-05	Material and Workmanship. (APR 1984)
FAR 52.236-06	Superintendence by the Contractor. (APR 1984)
FAR 52.236-07	Permits and Responsibilities. (NOV 1991)

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FAR 52.236-08	Other Contracts. (APR 1984)
FAR 52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)
FAR 52.236-10	Operations and Storage Areas. (APR 1984)
FAR 52.236-11	Use and Possession Prior to Completion. (APR 1984)
FAR 52.236-12	Cleaning Up. (APR 1984)
FAR 52.236-13	Accident Prevention. (NOV 1991) – Alternate I (NOV 1991)
FAR 52.236-17	Layout of Work. (APR 1984)
FAR 52.236-21	Specifications and Drawings for Construction. (FEB 1997)
FAR 52.246-12	Inspection of Construction. (AUG 1996)
FAR 52.246-21	Warranty of Construction. (APR 1984)
FAR 52.248-03	Value Engineering - Construction. (MAR 1989)

DEPARTMENT OF THE INTERIOR CLAUSES

DIAR 1452.204-70	Release of Claims – Department of the Interior. (MAY 1996)
DIAR 1452.228-70	Liability Insurance – Department of the Interior. (JUL 1995)

OFFICE OF MANAGEMENT AND BUDGET CIRCULAR

The “Super Circular”, published on December 26, 2013. The “Super Circular” amends 2 CFR Parts 200, 215, 220, 225 and 230. These parts supersede and streamline requirements of OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 and the guidance in Circular A-50 on Single Audit Act followup.

NAVAJO NATION TRIBAL CODE

15 NNC (Navajo Nation Code), Chapter 7, Navajo Preference in Employment Act.

2 NTC, §3802, Preference in Employment for Navajo Veterans.

5 NTC, §201-216, Navajo Business Opportunity Act.

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ATTACHMENT 7

DRUG FREE WORKPLACE (DI 2010)

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK _____ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK _____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check___if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK _____ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK _____ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

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ATTACHMENT 8

**STATEMENT AND ACKNOWLEDGMENT
(SF 1413)**

(SUBCONTRACTING PLAN)

STATEMENT AND ACKNOWLEDGMENTOMB Control Number: 9000-0066
Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME				a. NAME	
b. STREET ADDRESS				b. STREET ADDRESS	
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDDING FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING	11. BY (Signature)		12. DATE SIGNED
10b. TITLE OF PERSON SIGNING			

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	
15a. NAME OF PERSON SIGNING		16. BY (Signature)	
15b. TITLE OF PERSON SIGNING		17. DATE SIGNED	

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ATTACHMENT 9

RELEASE OF CLAIMS (DI 137)

DI-137
(REV 8/96)

Contract Number:

UNITED STATES
DEPARTMENT OF THE INTERIOR

Date:

RELEASE OF CLAIMS

WHERE AS, by terms of the above contract for

, entered into by the United States of America, hereinafter also referred to as the

United States, and the contractor

, it is provided that after completion of all work, and prior to final payment,

the contractor will furnish the United States with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the contractor of the amount now due

under the contract, to wit, the sum of _____ dollars(_____), the

contractor hereby remises, releases, and forever discharges the United States, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and in equity, under or by virtue of the said contract except:

IN WITNESS WHEREOF, the contractor has _____ executed this
release this _____ day of, _____ 20 _____.

(Contractor)

By _____
(Signature)

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Individual

(Name)

(Street Number or R.F.D.)

(Title)

(City, State, & Zip Code)

COMPLETE ONLY IF CONTRACTOR IS A CORPORATION

I, _____, certify That I am the

_____ of the corporation named as contractor herein; that

_____, who

signed this release on behalf of the corporation, was then

_____ of said corporation; and that

said release as duly signed for and on behalf of said corporation by authority of its governing body.

(SEAL)

(Signature)

NAVAJO NATION

585

Navajo Nation Naabik'iyati' Committee Meeting

7/18/2020
01:51:25 PM

Amd# to Amd#	Consent Agenda; Legislations	PASSED
MOT Stewart, W	0155-20, 0149-20, 0150-20	
SEC Charles-Newton		

Yeas : 18

Nays : 0

Excused : 0

Not Voting : 5

Yea : 18

Begay, K	Freeland, M	Slater, C	Tso, E
Begay, P	Halona, P	Smith	Tso, O
Brown	Henio, J	Stewart, W	Walker, T
Charles-Newton	James, V	Tso, D	Wauneka, E
Crotty	Nez, R		

Nay : 0

Excused : 0

Not Voting : 5

Begay, E	Tso, C	Yazzie	Yellowhair
Daniels			

Presiding Speaker: Damon