LEGISLATIVE SUMMARY SHEET

Tracking No. 0168-20

DATE: July 28, 2020

TITLE OF RESOLUTION: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND FINANCE COMMITTEES; APPROVING A CHANGE IN RESOLUTION CAP-35-18 EXHIBIT D NO. 140 TONALEA CHAPTER PROJECT BY CHANGING BUDGET LINE ITEM NUMBER FROM 9070 TO BUDGET LINE ITEM NUMBER 9050

PURPOSE: Approving changes to CAP-35-18 Exhibit D, Project Number 140 the Tonalea Chapter to change the OMB Budget transfer from Budget Line Item Number 9070 to OMB Budget transfer from Budget Line Item Number 9050.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

5-DAY BILL HOLD PERIOD: Johnson
Website Posting Time/Date: 4:27pm 08-10-20
Posting End Date: 08-15-20
Eligible for Action: 08-16-20

Resources & Development Committee
Thence
Budget & Finance Committee

PROPOSED STANDING COMMITTEE RESOLUTION

24th NAVAJO NATION COUNCIL—Second Year, 2020

INTRODUCED BY

Paul Begay Jr.

Primary Sponsor

TRACKING NO. 0168-20

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND FINANCE COMMITTEES; APPROVING A CHANGE IN RESOLUTION CAP-35-18 EXHIBIT D NO. 140 TONALEA CHAPTER PROJECT BY CHANGING BUDGET LINE ITEM NUMBER FROM 9070 TO BUDGET LINE ITEM NUMBER 9050

BE IT ENACTED:

Section One. Authority

1. The Resources and Development Committee exercises authority over chapters of the Navajo Nation. 2 N.N.C. § 501(C)(1).
2. The Budget and Finance Committee of the Navajo Nation Council exercises authority over budgeting, appropriation, investment and management of all funds. 2 N.N.C. § 301 (B)(2).
3. Council Resolution CAP-35-18 provides, "[a] chapter project, powerline, or waterline project may be changed, including the year funded, or added to Exhibits A through E with the concurrence of the Delegate representing the chapter's Council District and the approvals of the Resources and Development Committee and Budget and Finance Committee, as long as such project has been certified as construction-ready by CPMD or NTUA and the total Síhasin Funding for the District does not exceed $4,166,666.67."

Section Two. Findings

A. The Navajo Nation Council adopted Council Resolution CAP-35-18, "Adopting the Síhasin Fund Powerline and Chapter Projects Expenditure Plan Pursuant to CD-68-14, as Amended by CJA-03-18, and 12 N.N.C. §§ 2501-2508, as Amended; Waiving 12 N.N.C. §§ 810 (F), 820 (I) and (M) and 860 (C) Relating to the Capital Budget and Capital Improvement Process" on April 17, 2018.

B. Tonalea Chapter Project is listed in CAP-35-18 at Exhibit D, Project Number 140. Exhibit D of CAP-35-18 are attached as **Exhibit 2**.

C. Tonalea Chapter submitted a CAP-35-18 Síhasin Project Amendment Certification form, which is attached as **Exhibit 1**.

D. The CAP-35-18 Síhasin Project Amendment Certification form, **Exhibit 1**, indicates changes to be made to Exhibit D, Project Number 140 the Tonalea Chapter to change the OMB Budget transfer from Budget Line Item Number 9070 to OMB Budget transfer from Budget Line Item Number 9050.

Section Three. Approval

The Navajo Nation hereby approves changes to CAP-35-18 Exhibit D, Project Number 140, Tonalea Chapter changing OMB Budget Line Item Numbers as shown in **Exhibit 1**.

EXHIBIT 1

CAPITAL PROJECTS MANAGEMENT DEPARTMENT

SIHASIN PROJECT AMENDMENT CERTIFICATION

CAP-35-18

I. PROJECT DETAILS

DATE SUBMITTED: 07/10/2020

PROJECT NAME: Tonalea Chapter

REFERENCE NUMBER: __

PROJECT TYPE: Chapter Construction Project

ORIGINAL DATE APPROVED: November 28, 2019

II. NATURE OF CHANGE AND COST DETAILS

EXHIBIT & PROJECT NO.	PROJECT DESCRIPTION	FUNDING				FUNDING AMOUNT ADDED OR DELETED
		YEAR 1	YEAR 2	YEAR 3	TOTAL FUNDING	
D-140	OMB Budget Transfer from Budget line Item 9070 CAP-Pro	$ 525,000.00				Transfer
	Tech Services to Budget Line Item Building 9050					
D-140	OMB Budget Transfer to Budget Line Item 9050	$ 525,000.00				Transfer
	Building					
				TOTAL: [ ] INCREASED / [ ] DECREASED FUNDING:	$ 525,000.00	

Acknowledgement of Project Amendment:	PRINTED NAME	SIGNATURE	DATE
Navajo Nation Council Delegate	Paul Begay Jr.		07/16/2020

III. REASON FOR AMENDMENT

CPMD has reviewed the CAP-35-18 Project Change Form and concurs that:

1. The total amount of funding for the added projects equals the total amount of funding for the deleted projects;
2. Each added project has a completed Project Check-Off List signed off by CPMD and attached to this Form; and
3. After the projects have been added and deleted, the total CAP-35-18 funding for the Council District does not exceed $4,166,666.67.
4. Add language to legislation "**EXHIBIT D" Funding Use/Year.**

EXHIBIT A

IV. AFTER REVIEW, CPMD CONSIDERS AND CERTIFIES THE PROJECT TO BE DEEMED CONSTRUCTION-READY.

	PRINTED NAME	SIGNATURE	
CMPD Project Manager	ANDY THOMAS		07/16/20
CPMD Department Manager	James A Austin		7/16/20

Dev. CPMD 10.03.19

THE NAVAJO NATION
OFFICE OF MANAGEMENT AND BUDGET
BUDGET REVISION REQUEST

(For Use on NN Funds and External Grant Budgets)

PART I. PROGRAM INFORMATION:

Andy Thomas, Senior Program & Project Specialist	andy_thomas@nndcd.org	6/11/2020
PREPARED/REQUESTED BY (PRINTED NAME & TITLE)	EMAIL ADDRESS	DATE
CO1717	Capital projects Management Department/DCD	928-871-6739
BUSINESS UNIT NO.	PROGRAM / DEPARTMENT TITLE	PHONE NO.
Tonalea Chapter Replacement Project	October 2019-June 2023	
TITLE OF EXTERNAL CONTRACT / GRANT	FUNDING PERIOD - START/ END DATE	

PART II. TRANSFER FROM OBJECT CODE:

FUNDS AVAILABLE (OMB USE ONLY)	LOD	FROM OBJECT CODE & DESCRIPTION OF CODE	AMOUNT
	6	9070-CAP Pro Tech Services	$ 525,000.00
		TOTAL	

PART III. TRANSFER TO OBJECT CODE:

LOD	TO OBJECT CODE & DESCRIPTION OF CODE	AMOUNT
6	9050- Building	$ 525,000.00
	TOTAL	

PART IV. JUSTIFICATION FOR BUDGET REVISION (Must be detailed and complete): Explain why the revision is required and provide calculations to show budget is sufficient to the end of the funding period.

The funds will be utilize for the construction phase for the General Contractors work. This will allow the General Contractor to construct the building from site work, civil, to complete build, to substantial completion. This will be a complete build for the stakeholders to Occupancy the facility.

PART V. IMPACT ON PROGRAM PERFORMANCE CRITERIA SET IN BUDGET FORM 2: Describe change in funding's (object code) affect on performance criteria, if any.

The funding reduced from level 6 object, code will not make a major significant impact on the overall budget.

PART VI. APPROPRIATE SIGNATURES:

James Adaki, Department Manager	Dr. Pearl Yellowman, Division Director
DEPARTMENT/PROGRAM DIRECTOR (PRINTED)	BRANCH/DIVISION DIRECTOR (PRINTED)
APPROVAL SIGNATURE	CONCURRENCE SIGNATURE

Do not attach original supporting documents such as PAFs, POs, Invoices, etc.

DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

Navajo Nation Administrative Purposes Only

The parties acknowledge the terms within this box section are referenced in the Contract but are for Navajo Nation governmental purposes. Except as provided in the Contract, changes to the terms within this box section will not require a modification.

Contract Number:	
Contract Begin Date:	Upon receipt of the Notice To Proceed
Contract End Date:	365 calendar days from NTP
Business Unit Number(s):	CO1717 $3,971,567.93

Amount to Encumber
$ 3,971,567.93
$

AGREEMENT made as of the date of execution by the Navajo Nation President.

BETWEEN the Owner:

«The Navajo Nation – Capital Projects Management Department »« »
«P.O. Box 1510 »
«Window Rock, Arizona 86515 »
«T. 928.871.6739
F. 928.871.7189
(Herein referred to as "Owner" and referred to as "Navajo Nation" in Exhibit B) »

and the Contractor:

«LAM Corporation »« »
«317 Bortot Drive »
«Gallup, New Mexico 87301 »
«T. 505.722.0965 »

for the following Project:

«Tonalea Chapter Replacement Facility»
«Tonalea, Arizona»
« Construction of approximately 6,844 square foot Chapter - Community building, a Navajo Nation community building in Tonalea, AZ. The site is located approximately 22 miles north of Tuba City, AZ on U.S. Highway 160. The site is located within an existing parcel of Chapter Navajo-tribal Trust land with utilities. The scope includes partial development of site infrastructure, new chapter building, and related site development. »

The Architect:

«Dyron Murphy Architects, P.C. »« »
«4505 Montbel Place NE »
«Albuquerque, New Mexico 87107 »
«T. 505.830.0203 »

AND DELETIONS:
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User Notes:
(879117635)

The Owner and Contractor agree as follows.



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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A Reserved

EXHIBIT B Navajo Nation Supplemental General Conditions

DRAFT

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Su ry, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement uments listed in this Agreement, and Modifications issued after execution of this Agreement, all of which ontract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Co esents the entire and integrated agreement between the parties hereto and supersedes prior negotiations ations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a M on, appears in Article 9. See also Article 2 of Exhibit B.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as y indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

[« »] The date of this Agreement.

[«X »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:

If a date of commencement of the Work is not selected, then the date of commencement sha te of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, ctor shall achieve Substantial Completion of the entire Work:

[«X »] Not later than «Three Hundred » («365 ») calendar days from the date of c ment of the Work.

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3 [redacted] ted damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contract [redacted] rmance of the Contract. The Contract Sum shall be «Three Million Nine Hundred Seventy-One Thousand, Five Hundred Sixty-Seven and 93/100 Dollars » ($ «3,971,567.93 »), subject to additions and deductions as pr[redacted]he Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by t[redacted]ollowing execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this [redacted]t.

Item	Price	Con[redacted]Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price
West Trellis	$ 163,486.81

§ 4.4 Unit prices, if any:

Item	Units and Limitations	P[redacted]nit ($0.00)
N/A		

§ 4.5 Liquidated damages, if any:

«Liquidated damages will incur for each calendar day beyond the contract time at a rate of $ 250.00 per day. »

§ 4.6 Other:

«N/A »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor a[redacted]ates for Payment issued by the Architect, the Owner shall make progress payments on account of the [redacted]Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month en[redacted]e last day of the month.

§ 5.1.3 Paragraph Deleted

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§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of [illegible] as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contra[illegible]struction, and subject to other provisions of the Contract Documents, the amount of each progress payment [illegible]omputed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipme[illegible]ed and suitably stored at the site for subsequent incorporation in the completed const[illegible], if approved in advance by the Owner, suitably stored off the site at a location agreed upon[illegible]; and

.3 That portion of Construction Change Directives that the Architect determines[illegible]chitect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Arc[illegible]previously withheld a Certificate for Payment as provided in Article 9 of AIA Document[illegible]17;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor[illegible]supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application[illegible]nt for which the Architect may withhold payment, or nullify a Certificate of Payment in w[illegible]part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the [illegible]y withhold the following amount, as retainage, from the payment otherwise due:

« Ten Percent (10%) for work completed. »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contract[illegible]wner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201[illegible]

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payme[illegible]ppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be m[illegible]e Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's re[illegible]y to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy [illegible]irements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made after the issuance of the A[illegible]s final Certificate for Payment.

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

See Article 36 of Exhibit B.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

[« »] Not Applicable; Deleted

[« »] Not Applicable; Deleted

[« X »] Other (Specify)

«See Article 36 of Exhibit B »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not s ly agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved n in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article Document A201–2017.

§ 7.1.1 Paragraph Deleted.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Documer 017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–20 her Contract Document, the reference refers to that provision as amended or supplemented by other provi e Contract Documents.

§ 8.2 The Owner's representative:

« Andy Thomas, Senior Programs & Projects Specialist »
« The Navajo Nation CPMD – Capital Projects Management Department »
« P.O. Box 1510 »
« Window Rock, Arizona 86515 »
« T.: 928.871.6739 »
« F.: 928.871.7189 »

§ 8.3 The Contractor's representative:

«Loren A. Miller, President »
«LAM Corporation »
«317 Bortot Drive »
«Gallup, New Mexico 87301 »
«T.: 505.722.0965 »
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten d notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in A ment A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, and elsewhere in the Contract Documents. See also Article 11 of Exhibit B.

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User Notes: (879117635)

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of Exhibit B.

§ 8.6 Paragraph deleted.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner[redacted]ractor

.2 Reserved

.3 AIA Document A201™–2017, General Conditions of the Contract for Constr[redacted]

.4 Reserved.

.5 Drawings

Number	Title	Date
Index to Drawings Attached.		

.6 Specifications

Section	Title	Date	Pages
Specifications Index Attached			

.7 Addenda, if any:

Number	Date	Pages
One	February 5, 2020	104
Two	February 20, 2020	21
Three	March 9, 2020	6

Portions of Addenda relating to bidding or proposal requirements are not part[redacted]ntract Documents unless the bidding or proposal requirements are also enumerated [redacted]cle 9.

.8 Other Exhibits:

[« X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit B	Navajo Nation Supplemental General Conditions	July 19	13

This Agreement entered into as of the date of execution by the Navajo Nation President belo[redacted]

OWNER (Signature)	CONTRACTOR (Signature)
«Jonathan Nez » «Navajo Nation President »	«Loren A. Miller » «President »
Date	Date

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User Notes:
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TO' NIHALII'

President: Sarah Slim
Vice President: Marie Acothley
Secretary/Treasurer: Delores Claw

District One - Western Navajo Agency
Tonalea Chapter
P.O. Box 207
Tonalea, Arizona 86044-0207
Phone: (928) 283.3430 Email: tonaleachapter@yahoo.com Fax: (928) 283.3435

Council Delegate: Paul Begay
Grazing Official: Vicki R. Kee

September 3, 2019

Seth Damon, Speaker of the Navajo Nation Council
Honorable 24th Navajo Nation Council
Office of Legislative Services
P.O. Box 3390
Window Rock, Arizona 86515

RE: LEGISLATION NO. 0262-19
TITLE: An Action Relating To Budget And Finance Committee, Resources And Development Committee And NAABIK'IYATI' Committee, And Navajo Nation Council; Allocating $3,000,000 From The Sihasin Fund To The Division Of Community Development On Behalf Of The Tonalea Chapter And Approving And Adopting The Tonalea Chapter Community Building Replacement Fund Expenditure Plan Pursuant 12 N.N.C §§ 2501 – 2508.
SPONSOR: Paul Begay

Dear Honorable 24th NNC:

We write on behalf of Tonalea Chapter a certified chapter, whereas, respectfully asking support for Legislation No. 0262-19 proposal for funding from the Si'hasin Funds for the Tonalea Chapter's replacement initiative for a Community Building. We strongly support the funding request and the project is 100% shovel ready.

The Navajo Nation Office Division of Health, Office of Environmental Health / Code Enforcement ordered the closure of the Tonalea Chapter House Building on May 20, 2013, hence the Tonalea Community has been without a chapter house for the past six (6) years primarily due to the unsafe conditions of the old Chapter House.

Consequently, without a chapter facility, the chapter's administrative day to day functions of administering the chapters' program to address the needs of the community according to 26 NNC; the chapter is 80% complaint to adhering to the certified chapter's 'five management system'. Chapter administration has been moving from place to place, if you will, with no place to call "home". We at one point occupied the "blue warehouse" which was never intended for occupancy, only storage. We again were shut down due to unsafe conditions. We currently reside in the Tonalea Senior Center, we occupy a 10x10 Laundry Room within their building to carrying out the chapter's scope of work. The limited space of the laundry room limits our productivity and ability to effectively provide services to our community. Our chapter meetings are held in the Senior Center dining area, with a maximum occupancy of 54 persons, this again limits our ability to provide a safe and healthy environment to our community members wishing to attend the local chapter meetings.

We are in dire need of a new building to provide a safe and healthy environment for our community members and chapter administration to effectively provide services to our community.

Sincerely,

Sarah Slim President
Kristen D. Charley, Chapter Manager

Kristen D. Charley Chapter Manager
Alfonda L. Watson, Administrative Assistant

Tonalea Chapter Replacement Building Project

Process Steps
June 2017-January 2019

Phase Two- Redesign

Phase Three-Construction
January 2020

A/E Redesign Modification (164 Process)

Navajo Nation 164 Reviews

- Division
- NOBO
- OOC
- OMB Lead Time +- 45 days
- DOJ
- OPVP
- OOC

June 2017 Thru July 2017

Contract Documents

Dyron Murphy Architects

- Owner/Chapter Reviews Approvals
- Regulatory Agency Review
- Finalize Construction Documents

- Lead Time 25-30 days

July 2017 Thru August 2017

Bid & Negotiations

DMA/Stakeholders/CPMD

- Advertise For Bids
- Pre-Bid Conference
- Receive Bids By:
- Contract Phase
- Contract Award to GC
- Contract 164 Process
- Contract Award

- Lead Time +- 150 days

Tonalea Chapter Replacement Building Project

Process Steps

June 2020-June 2021

Phase Three- Construction

Construction Phase

Pre-Construction Meeting/NTP

- Mobilization By Contractor
- Contractor Bond Insurance
- Construction
- Const. Float/Delay
- Substantial Completion

Contract Administration

Dyron Murphy Architects

- Construction Oversite

300 Days

Project Close-Out

DMA/CPMD/Stakeholders

- Operation Manual/Warranty
- Account closures
- Substantial completion
- Retainage Payment
- Contract Close-out

- Lead Time +- 30-45 days

Phase Two

Architecture/Engineering

Contract Development

A/E Contract

DMA Design Fee

Contract to be extended

Phase One $258,368.25- Paid

DMA Construction Administration

Phase Two Initial cost fee $72,181.00

* to be transfer into Contract modification #2 for Redesign fee

Contract Modification #2

Dyron Murphy Architects/CPMD

Chapter signed Cost Revision dated 5/22/17 -$33,804.75

New Phase Two DMA Construction Administration Total = $52,416.00

$33,804.75 *to be replenish by Stakeholders*

Bid & Negotiations

DMA/Stakeholders/CPMD

Included in DMA Contract Modification #2

Phase Three

Construction Services

Contract Development

Construction Contract

General Contractor
Contract to be developed
Est. $ 3.6 million

DMA Construction Administration
Phase Two/Three $52,416.00
* to be conducted by DMA

TBD

Construction

General Contractor/DMA/CPMD
Issue Notice to Proceed
Amount TBD ***$_____***

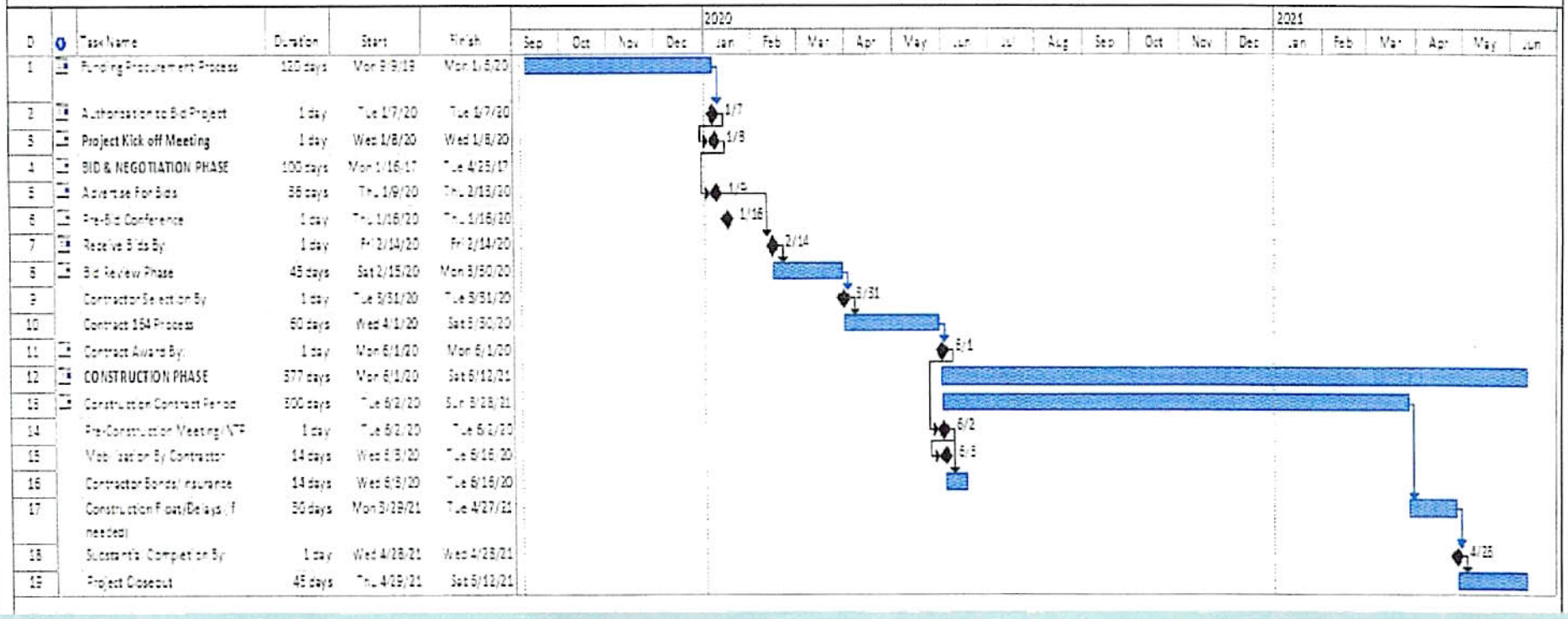
Project Closeout

DMA/Stakeholders/CPMD
Pre-Final Walk Thru
Final Walk Thru
Substantial Completion
Issue Certificate of Occupancy
Manuel/Training/Operation
Close-Out Documents
Account Closures

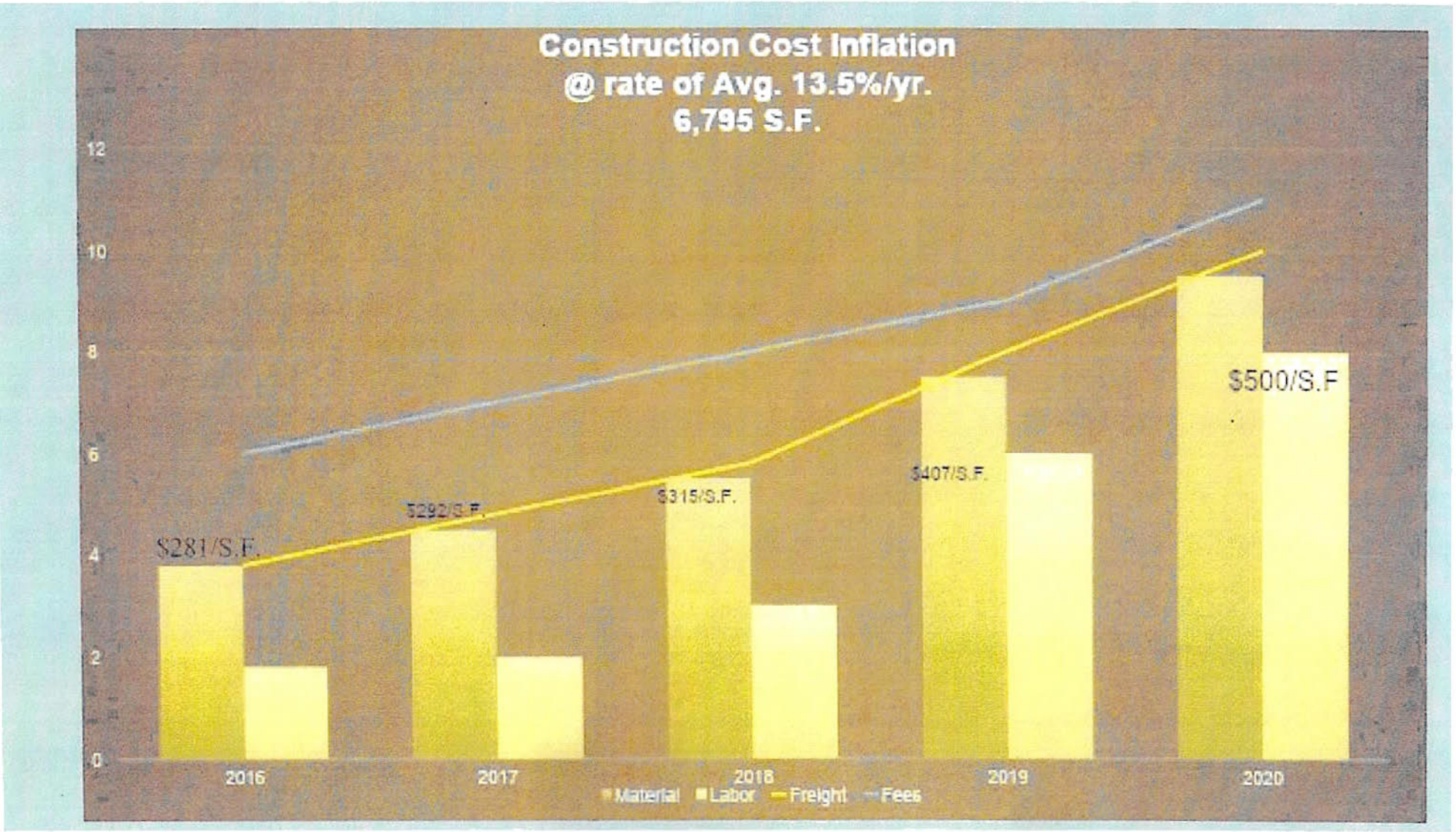
Construction Schedule`

Tonalea Chapter Replacement Building
Updated Project Schedule
06.07.2017

Dyer Murphy Architects, P.C.



ID	Task Name	Duration	Start	Finish
1	Funding Procurement Process	120 days	Mon 9/9/19	Mon 1/6/20
2	Authorization to Bid Project	1 day	Tue 1/7/20	Tue 1/7/20
3	Project Kick off Meeting	1 day	Wed 1/8/20	Wed 1/8/20
4	BID & NEGOTIATION PHASE	100 days	Mon 1/16/17	Tue 4/25/17
5	Advertise For Bids	35 days	Thu 1/9/20	Thu 2/13/20
6	Pre-Bid Conference	1 day	Thu 1/16/20	Thu 1/16/20
7	Receive Bids By	1 day	Fri 2/14/20	Fri 2/14/20
8	Bid Review Phase	45 days	Sat 2/15/20	Mon 3/30/20
9	Contractor Selection By	1 day	Tue 3/31/20	Tue 3/31/20
10	Contract 164 Process	60 days	Wed 4/1/20	Sat 5/30/20
11	Contract Award By:	1 day	Mon 6/1/20	Mon 6/1/20
12	CONSTRUCTION PHASE	377 days	Mon 6/1/20	Sat 6/12/21
13	Construction Contract Period	300 days	Tue 6/2/20	Sun 3/28/21
14	Pre-Construction Meeting W/	1 day	Tue 6/2/20	Tue 6/2/20
15	Mobilization By Contractor	14 days	Wed 6/3/20	Tue 6/16/20
16	Contractor Bonds/ Insurance	14 days	Wed 6/3/20	Tue 6/16/20
17	Construction Float/Delays if needed	30 days	Mon 3/29/21	Tue 4/27/21
18	Substantial Completion By	1 day	Wed 4/28/21	Wed 4/28/21
19	Project Closeout	45 days	Thu 4/29/21	Sat 6/12/21


Construction Cost Inflation
@ rate of Avg. 13.5%/yr.
6,795 S.F.
12
10
8
6
4
2
0
$281/S.F.
$292/S.F.
$315/S.F.
$407/S.F.
$500/S.F
2016
2017
2018
2019
2020
Material
Labor
Freight
Fees

TONALEA CHAPTER REPLACEMENT BUILDING
CONSTRUCTION COST ESTIMATE

6795

6,795 SF Facility

6-Sep-19

Estimate Summary

Dyron Murphy Architects, P.C.

Division/Description	Division Totals
DIVISION 0001 - GENERAL REQUIREMENTS	$ 249,512.40
DIVISION 0003 - CONCRETE	$ 266,391.18
DIVISION 0004 - MASONRY	$ 11,007.90
DIVISION 0005 - METALS	$ 440,316.00
DIVISION 0006 - WOOD, PLASTICS & COMPOSITES	$ 39,628.44
DIVISION 0007 - THERMAL AND MOISTURE PROTECTION	$ 154,110.60
DIVISION 0008 - OPENINGS	$ 143,836.56
DIVISION 0009 - FINISHES	$ 293,544.00
DIVISION 0010 - SPECIALTIES	$ 110,079.00
DIVISION 0012 - FURNISHINGS	$ 29,354.40
DIVISION 0022 - PLUMBING	$ 132,094.80
DIVISION 0023 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)	$ 146,772.00
DIVISION 0026 - ELECTRICAL	$ 176,126.40
DIVISION 0027 - COMMUNICATIONS	$ 29,354.40
DIVISION 0031 - EARTHWORK	$ 256,851.00
DIVISION 0032 - EXTERIOR IMPROVEMENTS	$ 73,386.00
DIVISION 0033 - UTILITIES	$ 135,290.35
Subtotal Construction	$ 2,687,655.43
Cost to Construct in 2020 (add 5%)	$ 134,382.77
Construction Contingency (15%), 2020 est. construction date	$ 403,148.31
Subtotal Construction	$ 3,225,186.52
Navajo Nation Tax (6%)	$ 193,511.19
Total 2020 Construction	$ 3,418,697.71
Cost per SF (6795)	$ 503.12

Budget Items Not included in Construction Cost	TOTAL
a. Plan Reviews for Permitting	$ 8,500.00
b. Quality Control Testing During Construction	$ 34,186.98
c. Furnishings Package	$ 80,000.00
Subtotals	$ 122,686.98
NN Tax (6%)	$ 7,361.22
Contingency (10%)	$ 12,268.70
Total Budget Items Not in Construction Cost	$ 142,316.89

TOTAL PROJECT DEVELOPMENT BUDGET (2020) **$ 3,561,014.60**

Siihaasin Funding $(1,050,000.00)

Funding Shortfall $ 2,511,014.60

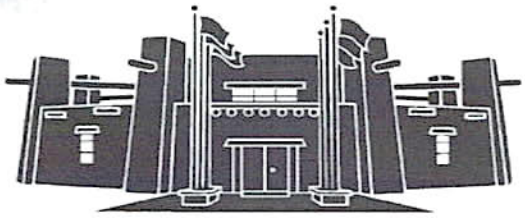
EXHIBIT
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EXHIBIT:
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SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS
EXPENDITURE PLAN

NO.	CHAPTER	PROJECT DESCRIPTION	PROJECT TYPE (Pre-Design, Design, Design/Construction)	PROJECT DURATION	YEAR 1 FUNDING	YEAR 2 FUNDING	YEAR 3 FUNDING	MATCHING FUNDS (LEVERAGE)	SIHASIN FUNDS REQUESTED
124	Cornfields	Sunrise Low Water Crossing (Road)	Pre-Design	26-36 months	$0.00	$266,000.00	$0.00	$0.00	$266,000.00
125	Cornfields	Rural Address LRAC E-911	Design/Construction	12 months	$10,000.00	$0.00	$0.00	$0.00	$10,000.00
126	Cornfields	Backhoe Purchase	Purchase	6 months	$40,000.00	$0.00	$0.00	$25,000.00	$40,000.00
127	Cornfields	Green House	Design/Construction	12 months	$1,000.00	$0.00	$0.00	$1,000.00	$1,000.00
128	Kindalichii	Chapter House Parking Lot	Desgin/Construction	12-24 months	$94,731.32	$0.00	$0.00	$0.00	$94,731.32
129	Jeddito	Backhoe Purchase	Major Equipment	6 months	$107,064.66	$0.00	$0.00	$0.00	$107,064.66
130	Jeddito	Bathroom Addition (Goldwater Loop)	Design/Construction	18-24 months	$0.00	$363,134.33	$0.00	$0.00	$363,134.33
131	Jeddito	Bathroom Addition (Upper Highland/ Sitting Rk)	Design/Construction	18-24 months	$0.00	$363,134.34	$0.00	$0.00	$363,134.34
132	Steamboat	Old Chapter Renovation (Stone Bldg.)	Construction	8-12 months	$220,000.00	$0.00	$0.00	$0.00	$220,000.00
133	Steamboat	Chapter Building Renovation	Design/Construction	18-24 months	$0.00	$0.00	$400,000.00	$50,000.00	$400,000.00
134	Steamboat	Chapter Warehouse	Design/Construction	18-24 months	$0.00	$213,333.33	$0.00	$25,000.00	$213,333.33
135	Ganado	Senior Center Building	Design/Construction	18-24 months	$0.00	$833,333.34	$0.00	$0.00	$833,333.34
136	Coppermine	Backhoe	Major Equipment	4-6 months	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
137	Coppermine	Multipurpose Building	Pre-Design	18-24 months	$0.00	$0.00	$200,000.00	$0.00	$200,000.00
138	Coppermine	Western Navajo Pipeline, Fireflow, Storage Tank	Design/Construction	18-24 months	$0.00	$400,000.00	$0.00	$0.00	$400,000.00
139	Kaibeto	Kaibeto Design Infrastructure	Design/Construction	18-24 months	$0.00	$370,000.00	$0.00	$0.00	$370,000.00
140	Tonalea	Government Building	Construction	8-12 months	$1,050,000.00	$0.00	$0.00	$0.00	$1,050,000.00
141	Klagetoh	Head Start Project	Pre-Design	8-12 months	$0.00	$400,000.00	$0.00	$0.00	$400,000.00
142	Lupton	Basketall Court Development	Pre-Design	12 months	$0.00	$53,795.00	$0.00	$0.00	$53,795.00
143	Lupton	Cemetery	Pre-Design	13 months	$0.00	$0.00	$100,000.00	$0.00	$100,000.00
144	Lupton	Warehouse Renovation	Pre-Design	14 months	$68,795.00	$0.00	$0.00	$0.00	$68,795.00

Office of Legislative Counsel
Telephone: (928) 871-7166
Fax # (928) 871-7576



Honorable Seth Damon
Speaker
24th Navajo Nation Council

MEMORANDUM

TO: Honorable Paul Begay
Coppermine, K'aii'to, LeChee, Tonalea/Red Lake, Bodaway/Gap) Chapters

FROM: Mariana Kahn
Mariana Kahn, Attorney
Office of Legislative Counsel

DATE: July 28, 2020

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND FINANCE COMMITTEES; APPROVING A CHANGE IN RESOLUTION CAP-35-18 EXHIBIT D NO. 140 TONALEA CHAPTER PROJECT BY CHANGING BUDGET LINE ITEM NUMBER FROM 9070 TO BUDGET LINE ITEM NUMBER 9050

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting.

Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5). You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION

LEGISLATION NO: _0168-20__ SPONSOR: Paul Begay, Jr.

TITLE: An Action Relating To Resources And Development And Budget And Finance Committees; Approving A Change In Resolution CAP-35-18 Exhibit D No. 140 Tonalea Chapter Project By Changing Budget Line Item Number from 9070 To Budget Line Item Number 9050

Date posted: August 10, 2020 at 4:27 PM

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. *§374 et. seq.*

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY

LEGISLATION NO.: 0168-20

SPONSOR: Honorable Paul Begay, Jr.

TITLE: An Action Relating to Resources and Development and Budget and Finance Committees; Approving a Change in Resolution CAP-35-18 Exhibit D No. 140 Tonalea Chapter Project by Changing Budget Line Item Number from 9070 to Budget Line Item Number 9050

Posted: August 10, 2020 at 4:27 PM

5 DAY Comment Period Ended: August 15, 2020

Digital Comments received:

Comments Supporting	***None***
Comments Opposing	***None***
Inconclusive Comments	***None***

Legislative Tracking Secretary
Office of Legislative Services

08/16/20 5:40 PM
Date/Time