

**LEGISLATIVE SUMMARY SHEET**

Tracking No. 01168-19

**DATE:** June 24, 2019

**TITLE OF RESOLUTION:** PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND FINANCE COMMITTEES; APPROVING A CHANGE IN PROJECT TYPE IN RESOLUTION CAP-35-18; AMENDING THE PROJECT TYPE TO ADD DESIGN FOR THE SMITH LAKE CHAPTER BAY/SHOP BUILDING

**PURPOSE:** Approving the changes to the Smith Lake Chapter Bay/Shop Building Project by changing the Project Type to "Design/Construction."

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.

PROPOSED STANDING COMMITTEE RESOLUTION  
24<sup>TH</sup> NAVAJO NATION COUNCIL—First Year, 2019

INTRODUCED BY

  
Primary Sponsor  
TRACKING NO. 0168-19

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND  
FINANCE COMMITTEES; APPROVING A CHANGE IN PROJECT TYPE IN  
RESOLUTION CAP-35-18; AMENDING THE PROJECT TYPE TO ADD  
DESIGN FOR THE SMITH LAKE CHAPTER BAY/SHOP BUILDING

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.” **Exhibit 1**, Section Four, Paragraph C.

1       **Section Two. Findings**

2       A. The Navajo Nation Council adopted Council Resolution CAP-35-18, "Adopting the  
3       Sihasin Fund Powerline and Chapter Projects Expenditure Plan Pursuant to CD-  
4       68-14, as Amended by CJA-03-18, and 12 N.N.C. §§ 2501-2508, as Amended;  
5       Waiving 12 N.N.C. §§ 810 (F), 820 (I) and (M) and 860 (C) Relating to the Capital  
6       Budget and Capital Improvement Process" on April 17, 2018, which is attached as  
7       **Exhibit 1.**

8       B. Smith Lake Chapter submitted a CAP-35-18 Project Change Form, which is  
9       attached as **Exhibit 2.**

10      C. The CAP-35-18 Project Change Form indicates the following changes to be made  
11      to the project:

12          1. The Project Type is to change from Construction to Design/Construction,

13      D. For reference, the Smith Lake Chapter Bay/Shop Building Project is included in  
14      **Exhibit 1**, Exhibit D, Project 181.

15  
16      **Section Three. Approval**

17      The Navajo Nation hereby approves the changes to the Smith Lake Chapter  
18      Bay/Shop Building Project by changing the Project Type to "Design/Construction"  
19      as indicated in **Exhibit 2.**





RESOLUTION OF THE  
NAVAJO NATION COUNCIL

23<sup>rd</sup> NAVAJO NATION COUNCIL -- Fourth Year, 2018

AN ACTION

RELATING TO HEALTH EDUCATION AND HUMAN SERVICES, RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE AND NAABIK'ÍYÁTI' COMMITTEES AND NAVAJO NATION COUNCIL; 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

BE IT ENACTED:

Section One. Authority

- A. The Health Education and Human Services Committee of the Navajo Nation Council is empowered to provide legislative oversight on matters involving health, social services, education, general governmental services and human services. 2 N.N.C. §400 (C) (1).
- B. The Resource Development Committee of the Navajo Nation Council is empowered to exercise oversight authority on matters involving roads and transportation, communications and utilities, information technology, chapter activities, economic and community development, rights-of-way, public utilities and housing. 2 N.N.C. § 500 (C).
- C. The Budget and Finance Committee of the Navajo Nation Council is empowered to review and recommend to the Navajo Nation Council the budgeting, appropriation, investment, and management of all funds and to coordinate and review all fiscal, financial and investment activities of the Navajo Nation. 2 N.N.C. §§ 301 (B) (2) and (5).
- D. The Naabik'iyáti' Committee of the Navajo Nation Council is empowered to review all proposed legislation which requires final action by the Navajo Nation Council. 2 N.N.C. § 164 (A) (9).
- E. The Naabik'iyáti' Committee additionally has the authority to delegate its authority as appropriate for efficiency and streamlining of government process to appropriate entities



and to establish a subcommittee that consists of committee members which the committee selects. 2 N.N.C. §§ 186 and 701 (B). The Naabik'iyáti' Committee adopted NABIAP-20-15 establishing the Naabik'iyáti' Sihasin Fund Subcommittee to "recommend to the Naabik'iyáti' Committee and Navajo Nation Council financial support and/or financing plan(s) for the purposes designated in CD-68-14 [Navajo Nation Breach of Trust Settlement Act of 2014, establishing the Sihasin Fund]".

- F. The Navajo Nation Council is the governing body of the Navajo Nation. 2 N.N.C. § 102 (A).

## Section Two. Findings

- A. On November 1, 2006, the 20<sup>th</sup> Navajo Nation Council unanimously passed Resolution No. CN-57-06 authorizing the Navajo Nation Attorney General to file a lawsuit against the United States for the alleged breach of its fiduciary duties to the Nation arising under treaties, executive orders, public laws, statutes, regulations and contracts due to its mismanagement of the Nation's tribal trust assets, including tribal trust funds and select tribal resources, specifically excluding water and assets held in trust for individual Navajo members. Resolution No. CN-57-06 was signed into law by the President of the Navajo Nation on November 13, 2006.
- B. On September 26, 2013, the Naabik'iyáti' Committee of the Navajo Nation Council passed NABIS-42-13 creating a Trust Mismanagement Litigation Task Force ("Task Force"), composed of Council Delegates, from each agency and each standing committee, as well as Presidential appointees, to assist and consult with the Navajo Nation Office of the Attorney General, Department of Justice, outside legal counsel and the Office of the Navajo Nation President & Vice-President in evaluating whether any proposals put forth by the United States to settle the lawsuit, *Navajo Nation v. United States*, No. 06-945L, (United States Court of Federal Claims) were in the best interests of the Nation.
- C. On May 16, 2014, the United States made a settlement offer that was acceptable to the Nation's Attorney General, outside legal counsel, the Task Force and the Office of the President & Vice-President as being in the best interests of the Navajo Nation and on May 30, 2014, the 22<sup>nd</sup> Navajo

Nation Council adopted Resolution No. CMY-28-14 accepting a settlement of the Navajo Nation's lawsuit, *Navajo Nation v. United States*, No. 06-945L, against the United States for its historical mismanagement of the tribe's trust assets and its failure to ensure that the Navajo Nation received all funds due and owed under the United States' trust obligations and fiduciary duties. Resolution No. CMY-28-14 was signed into law by the President of the Navajo Nation on June 4, 2014.

- D. The 22nd Navajo Nation Council recognized that during the many decades that the United States was in breach of its trust obligations and fiduciary duties to the Nation and engaged in the mismanagement of the Nation's tribal trust assets and resources, the tribal government was without sufficient funds to provide basic services and amenities to the Diné of past generations. The tribal government was also without funds to develop an infrastructure within the four sacred mountains that would support the growth and development of opportunities crucial for the prosperity of future generations of Diné. See Resolution No. CMY-28-14.
- E. Between October 6, 2014 and November 8, 2014, the Office of the Speaker held seven (7) Public Hearings, as directed by the Navajo Nation Council's Naabik'iyati' Committee, to receive input from Navajo Nation members on how the net proceeds from *Navajo Nation v. United States* should be used. During that same time period, the Office of the President & Vice-President also held five (5) town hall meetings for a similar purpose.
- F. On December 13, 2014, in the best interests of the Nation and consistent with the collective wishes expressed by its members, the 22nd Navajo Nation Council adopted Resolution No. CD-68-14 enacting the Navajo Nation Breach of Trust Settlement Act of 2014 (hereinafter "2014 Act") and establishing the Navajo Nation Sihasin Fund at 12 N.N.C. § 2501 et seq. The President of the Navajo Nation signed Resolution No. CD-68-14 into law on December 31, 2014.
- G. On January 31, 2018, the 23rd Navajo Nation Council adopted Resolution No. CJA-03-18 enacting amendments to CD-68-14 clarifying the intent of the 22nd Navajo Nation Council, including that Sihasin Fund infrastructure projects were not to be limited by 12 N.N.C. § 1310(F) (Navajo Nation Bond Financing Act) or by TCDCJY-77-99 (Capital Improvement Projects Guidelines Policies and Procedures).



Resolution No. CJA-03-18 was signed into law by the President of the Navajo Nation on February 8, 2018.

- H. The 2014 Act, as amended by CJA-03-18, mandates that the net proceeds and earnings thereon received by the Navajo Nation from the settlement of *Navajo Nation v. United States*, No. 06-945L, be deposited into the Sihasin Fund and managed and invested to provide financial support and/or financing for (1) the planning and development of economic development and regional infrastructure supporting economic development and community development, including such infrastructure as, but not limited to, housing, commercial and government buildings, waterlines, solid waste management development, powerline projects, transportation and communication systems, within the Navajo Nation; and/or (2) education opportunities for members of the Navajo Nation. See 12 N.N.C. § 2501 and § 2502 (A), as amended.
- I. The 2014 Act, as amended, also established that "leveraging of the [Sihasin] Fund by way of guaranteeing loans, match funding, direct funding in part and other weighted uses of the Fund, including loan financing from the Fund for the purposes in § 2502 (A)(1), shall be favored over direct funding in whole". 12 N.N.C. § 2502 (C), as amended.
- J. The 2014 Act further established that with the exception of outstanding and accrued litigation costs, Sihasin Fund Principal and Income shall only be expended pursuant to a Fund Expenditure Plan consistent with the purposes set forth in the 2014 Act, as amended, at 12 N.N.C. § 2502 and adopted by a two-thirds (2/3) vote of all members of the Navajo Nation Council. See 12 N.N.C. § 2505 (A).
- K. On April 9, 2015, the Naabik'iyáti' Committee adopted NABIAP-20-15 establishing the Naabik'iyáti' Sihasin Fund Subcommittee to "recommend to the Naabik'iyáti' Committee and Navajo Nation Council financial support and/or financing plan(s) for the purposes designated in CD-68-14 [Navajo Nation Breach of Trust Settlement Act of 2014, establishing the Sihasin Fund]".
- L. Between April 2015 and March 2018, the Subcommittee, assisted by the Office of Legislative Services, Office of the Speaker, Office of Legislative Counsel and outside legal counsel, met on more than thirty (30) occasions in either work sessions or official meetings to review and evaluate comments and recommendations from the Navajo



People; hear proposals from Navajo Nation entities, Chapters, programs and officials; and develop expenditure plan(s) for the Sihasin Fund Principal and Income consistent with the purposes set forth in the 2014 Act, as amended.

- M. After reviewing the comments and recommendations submitted during the Public Hearings and town hall meetings, as well as the reports and comments made during Sihasin Fund Subcommittee meetings, the Subcommittee determined that powerline projects and Chapter capital and economic development projects were a high priority for Navajo communities and that the funding of such projects would afford Navajo communities the opportunity to start and complete local projects currently stalled by the lack of sufficient funds, apply for additional state and federal funds requiring an identified match, as well as support CMY-28-14's intent to expand infrastructure(s) on the Navajo Nation, spur economic development at the local level and provide amenities to Navajo communities.
- N. In November of 2017, the Subcommittee issued a directive to the Speaker of the Navajo Nation Council to develop a nationwide powerline projects expenditure plan combining Undesignated Unreserved Fund Balance ("UUFB") and Sihasin Funds to total one hundred million dollars (\$100,000,000.00) divided equally amongst the twenty-four Council Delegate Districts equaling \$4,166,666.67 per District. On February 15, 2018, the Navajo Nation Council issued a further directive to the Speaker to have his staff meet with Navajo Nation Council Delegates and the Chapters they represent to develop a nationwide powerline and chapter projects expenditure plan for one hundred million dollars (\$100,000,000.00) divided equally amongst the twenty-four Council Delegate Districts with the Sihasin Fund as the intended funding source.
- O. Between March 5, 2018 and March 16, 2018, Office of the Speaker staff, contract legal counsel, Capital Projects Management Department ("CPMD") staff, and Navajo Tribal Utilities Authority ("NTUA") staff, met twice with each Council Delegate and their Chapter representatives, including but not limited to Chapter Officials, Chapter Managers and Community Service Coordinators, to review each District's proposed projects for (1) compliance with the 2014 Act's, as amended, purpose of "the planning and development of economic development and regional

infrastructure supporting economic development and community development, including such infrastructure as, but not limited to, housing, commercial and government buildings, waterlines, solid waste management development, powerline projects, transportation and communication systems, within the Navajo Nation"; and (2) readiness status, e.g., project ready, construction ready or shovel ready, as applied by CPMD.

- P. Powerline, economic development and infrastructure projects were proposed at the March meetings including, but not limited to, Head Start facilities, senior and veteran centers, and road improvements. A listing of the proposed projects, including match and contribution funding, is included on attached **Exhibits A through E**.
- Q. To ensure that Sihasin Funds are not prematurely withdrawn and continue to earn investment earnings for as long as possible, CPMD, with the assistance of the Office of the Speaker and NTUA, compiled the proposed projects into nationwide three-year funding plans, i.e., Chapter Projects, NTUA Powerlines, Non-NTUA Powerlines, and Waterlines, attached as **Exhibits A through E**, based on individual project readiness status.
- R. On March 23, 2018, contract legal counsel and CPMD updated the Sihasin Subcommittee on the Office of the Speaker's efforts to develop the powerline and Chapter projects expenditure plan, including the identification of almost twenty million dollars (\$20,000,000.00) in already secured project matching funds.
- S. During the update to the Sihasin Subcommittee, the following accountability and implementation measures were discussed:
  - 1. Due to their experience and expertise, as well as economies of scale, the funding and responsibility for implementing Chapter projects and Non-NTUA Powerline projects should be allocated to CPMD with a template in place, e.g., Memorandum of Agreement or other form of grant agreement, for CPMD to transfer the project funds and responsibilities to Local Governance Act Certified Chapters at their request;
  - 2. Due to their experience and expertise, as well as community need to lock-in project pricing, the funding



and responsibility for NTUA Powerline and waterline projects should be allocated directly to NTUA;

3. If the funding for NTUA Powerline and Waterline projects is disbursed directly to NTUA and the funding for Chapter and non-NTUA Powerline projects is disbursed directly to CPMD, the funding for projects at Chapters sanctioned pursuant to 12 N.N.C. § 9 should not be subject to § 9 (B)'s ten percent (10%) withholding;
  4. All of the proposed projects were vetted by CPMD and NTUA, respectively, for project readiness before being apportioned into the three-year plans based on project readiness status; therefore, if the funding for a project is not spent or encumbered within twenty-four (24) months of distribution, the project funds should revert to the Sihasin Fund; and
  5. To support expeditious administration and implementation of the more than two hundred (200) Chapter projects, CPMD operations should be supplemented with administrative costs.
- T. In addition, during the District meetings with Delegates and their Chapter officials and community representatives to select and vet powerline and Chapter projects, concerns were raised that the President's line-item veto of even a single project would disrupt the equal distribution of funds among the Districts, as well as, negate local choice in project selection and impair Chapter and community efforts to procure additional matching funds from federal and state sources.
- U. The Navajo Nation Council finds that the Powerline and Chapter Projects Expenditure Plan proposal, attached as **Exhibits A through E**, meets the purposes of the 2014 Act, as amended, i.e., "the planning and development of economic development and regional infrastructure supporting economic development and community development, including such infrastructure as, but not limited to, housing, commercial and government buildings, waterlines, solid waste management development, powerline projects, transportation and communication systems, within the Navajo Nation"; as well as the leveraging preference criteria of the 2014 Act, as Sihasin Funds will only fund a portion of the overall total cost of the projects with at least \$19,440,279.45, as



set forth on **Exhibits A through E**, of projects' costs covered by other Navajo Nation funds or federal, state or private entities through match funding, joint funding, contribution funding, cost-share funding or similar arrangements and agreements.

- V. The Navajo Nation Council also finds that the proposed Powerline and Chapter Projects Expenditure Plan proposal, attached as **Exhibits A through E**, supports community choice and addresses CMY-28-14's intent to expand infrastructure(s) on the Navajo Nation, provide economic development at the local level and provide amenities to Navajo communities.
- W. The Navajo Nation Council hereby determines that allocating Sihasin Funds to implement the Powerline and Chapter Projects Expenditure Plan, as set forth in **Exhibits A through E**, fits within the priorities established under the July 20, 2015 One Nation, One Voice Navajo Nation Three Branch Agreement and that it is in the best interests of the Navajo Nation, as well as in the best interests of community development, the expansion of infrastructure(s) on the Navajo Nation, economic development at the local level and the provision of amenities to Navajo communities, to adopt the Sihasin Fund Powerline and Chapter Projects Expenditure Plan, attached as **Exhibits A through E**.

### **Section Three. Approval and Adoption of Expenditure Plan**

- A. The Navajo Nation hereby approves and adopts the Sihasin Fund Powerline and Chapter Projects Expenditure Plan, attached and incorporated herein as **Exhibits A through E**.
- B. The Navajo Nation hereby approves and adopts total funding from the Sihasin Fund in the amount of one hundred million six hundred thousand dollars (\$100,600,000.00) with \$18,696,787.92 allocated to Navajo Tribal Utility Authority ("NTUA") for powerline projects; \$4,242,192.99 allocated to NTUA for waterline projects; \$74,076,413.86 allocated to Captial Projects Management Depart ("CPMD") for Chapter projects; \$3,584,605.24 allocated to CPMD for Non-NTUA powerline projects; as summarized in **Exhibit A**, to implement the Sihasin Fund Powerline and Chapter Projects Expenditure Plan as follows:
  - 1. Year 1: The distribution of \$42,294,332.87 of Sihasin Funds in Navajo Nation Fiscal Year 2018 allocated as

follows: \$2,866,370.94 to NTUA for the first year of NTUA Powerline projects, as set forth in **Exhibit B**; \$560,557.00 to NTUA for the first year of Waterline projects, as set forth in **Exhibit E**; \$37,423,205.14 to CPMD for the first year of Chapter projects and administrative costs (\$200,000.00), as set forth in **Exhibit D**; and \$1,444,199.79 to CPMD for the first year of Non-NTUA Powerline projects, as set forth in **Exhibit C**.

2. Year 2: The distribution of \$46,203,956.06 of Sihasin Funds in Navajo Nation Fiscal Year 2019 allocated as follows: \$12,154,756.58 to NTUA for the second year of NTUA Powerline projects, as set forth in **Exhibit B**; \$1,068,666.66 to NTUA for the second year of Waterline projects, as set forth in **Exhibit E**; \$31,124,968.21 to CPMD for the second year of Chapter projects and administrative costs (\$200,000.00), as set forth in **Exhibit D**; and \$1,855,564.61 to CPMD for the second year of Non-NTUA Powerline projects, as set forth in **Exhibit C**.
3. Year 3: The distribution of \$12,101,711.08 of Sihasin Funds in Navajo Nation Fiscal Year 2020 allocated as follows: \$3,675,660.40 to NTUA for the third year of NTUA Powerline projects, as set forth in **Exhibit B**; \$2,612,969.33 to NTUA for the third year of Waterline projects, as set forth in **Exhibit E**; \$5,528,240.51 to CPMD for the third year of Chapter projects and administrative costs (\$200,000.00), as set forth in **Exhibit D**; and \$284,840.84 to CPMD for the third year of Non-NTUA Powerline projects, as set forth in **Exhibit C**.

- C. The Sihasin Funds allocated for the Sihasin Fund Powerline and Chapter Projects Expenditure Plan may be further leveraged by the Navajo Nation through bond or loan financing pursuant to the Navajo Nation Bond Financing Act, 12 N.N.C. § 1300 et seq., as amended, using Sihasin Fund Earnings for repayment and financing costs upon the recommendation of the Budget & Finance Committee and approval by a two-thirds (2/3) vote of all members of the Navajo Nation Council.

#### Section Four. Approval and Adoption of Expenditure Plan Administration



- A. The Navajo Nation hereby approves administration of the Sihasin Fund Powerline and Chapter Projects Expenditure Plan as follows:
1. The Navajo Nation Controller shall determine whether the source(s) of the annual distributions of the \$100,600,000.00 will be Sihasin Fund Principal or Income or a combination of both;
  2. NTUA Powerline and Waterline Projects. The annual distributions for NTUA Powerline and Waterline Projects, as set forth in Exhibits B and E, shall be released to NTUA through Grant Agreement(s), executed pursuant to 2 N.N.C. §164 (B), as amended, as follows:
    - a. The First Year (Fiscal Year 2018) distributions shall be released to NTUA by no later than the end of Navajo Nation Fiscal Year 2018;
    - b. The Second and Third Year (Fiscal Years 2019 and 2020) distributions shall be released to NTUA by no later than the end of the first quarter of the respective Navajo Nation Fiscal Year;
    - c. NTUA shall not require the Navajo Nation, including its Chapters, nor Navajo individuals, to contribute more funding to complete any project listed in Exhibits B and E, regardless of year funded;
    - d. Any individual Powerline or Waterline project funds that are not spent or encumbered within twenty-four (24) months of distribution to NTUA shall be returned to the Sihasin Fund; and
    - e. NTUA shall account for the Sihasin Funds spent and such accounting or expenditure report, including project status, shall be submitted to CPMD, the Office of President & Vice-President, and the Resources and Development Committee on a quarterly basis.
  3. Chapter and Non-NTUA Powerline Projects. The annual distributions for Chapter and Non-NTUA Powerline Projects, as set forth in Exhibits C and D, shall be released to CPMD as follows:



- a. The First Year (Fiscal Year 2018) distributions, including administration costs, shall be released to CPMD by no later than the end of the third quarter of Navajo Nation Fiscal Year 2018;
- b. The Second and Third Year (Fiscal Years 2019 and 2020) distributions, including administration costs, shall be released to CPMD by the end of the first quarter of the respective Navajo Nation Fiscal Year;
- c. Annual distributions to CPMD for administration costs shall not lapse on an annual basis pursuant to 12 N.N.C. § 822 (N) or otherwise be returned to or deposited in the Shashin Fund principal or Navajo Nation General Fund until such time as all Chapter Projects listed on Exhibit C are fully completed;
- d. 12 N.N.C. § 9 (B) is hereby waived and individual Chapter and non-NTUA Powerline Projects implemented and administered by CPMD shall not be subject to 12 N.N.C. § 9 (B)'s ten percent (10%) withholding;
- e. Individual Chapter and non-NTUA Powerline Projects shall be implemented and administered by CPMD consistent with the Navajo Nation Budget Instruction Manual, as amended, unless inconsistent with other provisions of this resolution;
- f. If requested, CPMD may transfer individual Chapter Project funds, accountability, and responsibility to a Local Governance Act ("LGA") Certified Chapter pursuant to a Memorandum of Agreement or other form of grant agreement executed pursuant to 7 N.N.C. § 164 (B), as amended;
- g. Any individual Chapter or non-NTUA Powerline Project funds that are not spent or encumbered within twenty-four (24) months of distribution to CPMD or transfer to a LGA Certified Chapter shall be returned to the Shashin Fund;

- h. With the exception of project funds and responsibilities transferred to LGA Certified Chapters, CPMD shall account for the Sihasin Funds spent and such accounting or expenditure report shall be included as part of the Executive Branch's quarterly program report submitted to the Resources and Development Committee; and
  - i. LGA Certified Chapters that have been granted Sihasin Fund project funds and responsibilities, shall account for the money spent and such accounting or expenditure report, including project status, shall be submitted to CPMD, the Office of President & Vice-President, and the Resources and Development Committee on a quarterly basis.
- B. NTUA, CPMD and LGA Certified Chapters shall have the authority to enter into match, funding, partnership, cooperative and other cost saving or cost sharing arrangements or leveraging agreements with Navajo Nation entities and enterprises, Navajo Nation Chapters and other political subdivisions, other Navajo Nation programs and federal and state agencies and such agreements shall not be deemed procurement contracts subject to the Navajo Nation Procurement Act, 12 N.N.C. §§ 301 - 371 or Navajo Business Opportunity Act 5 N.N.C. §§ 201 - 215.
  - 1. Notwithstanding the above, all Chapters, working in conjunction with NTUA and/or CPMD, shall have the continuing responsibility to identify ways to further leverage the allocated Sihasin Funds;
  - 2. NTUA and CPMD shall each present an annual leveraging report to the Resource & Development Committee and Budget & Finance Committee during the first quarter of each Navajo Nation Fiscal Year identifying the efforts and success of Chapter(s) in securing additional matching or contribution funding; and
  - 3. With the approval of the Resources & Development Committee, any project costs saved or reduced through leveraging or otherwise shall be available for expenditure on any other project within the respective Chapter deemed construction-ready by CPMD; if there are no construction-ready projects within the respective Chapter, then, with the approval of the

Resources & Development Committee, the saved or reduced costs shall be available for expenditure on any other project within the respective District.

- C. 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 Sihasin Funding for the District does not exceed \$4,166,666.67.
- D. NTUA, CPMD and LGA Certified Chapters shall report the status of the Sihasin Funds allocated or transferred to them to implement the Powerline and Chapter Projects Expenditure Plan, specifically including the use and status of the Sihasin Funds and the status of projects for which they are responsible, to the Resources & Development, Budget & Finance and Naabik'iyáti' Committees and Office of the President & Vice-President on a quarterly basis.

**Section Five. Waiving Navajo Nation Code Provisions Regarding the Capital Budget and Capital Improvement Process Effective Date**

Notwithstanding that Sihasin Fund projects are specifically not subject to the Capital Improvement Projects Guidelines Policies and Procedures set forth by TCDCJY-77-99, the Navajo Nation hereby waives the application of 12 N.N.C. § 810 (F), §§ 820 (I) and (M) and § 860 (C) regarding the Capital Budget and Improvement processes to the Powerline and Chapter Projects Expenditure Plan.

**Section Six. Effective Date**

The Sihasin Fund Powerline and Chapter Projects Expenditure Plan, as set forth above, shall become effective pursuant to 12 N.N.C. § 2505.

**Section Seven. Directives**

- A. All Navajo Nation programs, specifically including, but not limited to, the Office of Controller, Office of Management & Budget, CPMD, and Chapters, as well as NTUA, shall take all steps necessary to expeditiously implement the Sihasin Fund Powerline and Chapter Projects Expenditure Plan.



- B. All Navajo Nation programs, as well as NTUA, named in this legislation shall be held accountable for the progress of tasks under their responsibility and control and shall participate in work group meetings, if any, necessary to expeditiously implement the Sinasin Fund Powerline and Chapter Projects Expenditure Plan.
- C. Office of Legislative Services will adjust all figures throughout the legislation and exhibits to reflect amendment totals, with the concurrence of the sponsor. The Navajo Nation directs the Office of Legislative Services to recalculate the final monetary totals such that the figures conform to the amendments passed by the Navajo Nation.

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the 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 21 in favor and 00 opposed, on this 17<sup>th</sup> day of April 2018.



LoRenzo C. Bates, Speaker  
Navajo Nation Council

4-17-18

Date

Motion: Honorable Seth Damon  
Second: Honorable Steven Begay

Speaker Bates not voting

ACTION BY THE NAVAJO NATION PRESIDENT:

1. I hereby sign into law the foregoing legislation, pursuant to 2 N.N.C. §1005 (c)(10), on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Russell Begaye, President  
Navajo Nation

2. I hereby veto the foregoing legislation, pursuant to 2 N.N.C. §1005 (c)(11), on this \_\_\_\_\_ day of \_\_\_\_\_ 2018 for reason(s) expressed in the attached letter to the Speaker

\_\_\_\_\_  
Russell Begaye, President  
Navajo Nation

3. I hereby exercise line item veto pursuant to the 2010, certified initiative, over the supplemental appropriations approved herein by the Navajo Nation Council; on this 7<sup>th</sup> day of May 2018.

\_\_\_\_\_  
Russell Begaye, President  
Navajo Nation

SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS  
EXPENDITURE PLAN  
(COVER SHEET)

EXHIBIT:

A

NUMBER OF PROJECT FOLDERS

CAPITAL PROJECTS	\$ 74,076,413.86	182
NTUA POWERLINE PROJECTS	\$ 18,696,787.92	29
NON-NTUA PROJECTS	\$ 3,584,605.24	9
NTUA WATERLINE PROJECTS	\$ 4,242,192.99	9
SUBTOTAL	\$ 100,600,000.01	
SIHAASIN APPROPRIATION	\$ 100,600,000.00	229
\$	(0.01) (Rounding Error)	

	YEAR 1	YEAR 2	YEAR 3	MATCHING FUNDS
CAPITAL PROJECTS	\$37,423,205.14	\$31,124,968.21	\$5,528,240.51	\$17,842,593.31
NTUA POWERLINE PROJECTS	\$2,866,370.94	\$12,154,756.58	\$3,675,660.40	\$540,156.79
NON-NTUA PROJECTS	\$1,444,199.79	\$1,855,564.61	\$284,840.84	\$3,913,859.66
NTUA WATERLINE PROJECTS	\$560,557.00	\$1,068,666.66	\$2,612,969.33	\$15,110,777.71
	<b>\$42,294,332.87</b>	<b>\$46,203,956.06</b>	<b>\$12,101,711.08</b>	<b>\$37,407,387.47</b>



# EXHIBIT: B

## SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN (NTUA POWERLINES)

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
1	Many Farms	Powerline Phase II	Design/Construction	18-24 months	\$37,432.20	\$227,567.80	\$0.00	\$0.00	\$265,000.00
2	Tselani/ Cottonwood	Powerline Ext. Ph I, II, & Scattered	ROW/Pre-Design	18-24 months	\$0.00	\$265,000.00	\$0.00	\$0.00	\$265,000.00
3	Tsallel Wheatfields	Rural Electrification Project Horseshoe Canyon	ROW/Pre-Design	18-24 months	\$0.00	\$191,493.75	\$0.00	\$0.00	\$191,493.75
4	Sawmill	Powerline Ext.	Pre-Design	12 months	\$120,000.00	\$0.00	\$0.00	\$0.00	\$120,000.00
5	Dennehorso	Scattered Powerline Project	Design/Construction	18-24 months	\$40,031.25	\$418,220.75	\$0.00	\$0.00	\$458,252.00
6	Chikichibeto	Powerline-Assays-and phase	Design/Construction	18-24 months	\$115,000.00	\$1,071,765.53	\$0.00	\$20,000.00	\$1,186,765.53
7	Oligato	Powerline Project	Design/Construction	24-36 months	\$0.00	\$400,000.00	\$641,666.66	\$0.00	\$1,041,666.66
8	Navajo Mountain	Powerline Project	Design/Construction	18-24 months	\$0.00	\$400,000.00	\$641,666.66	\$0.00	\$1,041,666.66
9	Shonto	Powerline	Design/Construction	24-36 months	\$0.00	\$400,000.00	\$641,666.66	\$0.00	\$1,041,666.66
10	Inscription House	Powerline Extension	Design/Construction	24-36 months	\$0.00	\$0.00	\$661,666.68	\$0.00	\$661,666.68
11	Tecnospos	Powerline-North Phase 3	Design/Construction	18-24 months	\$0.00	\$2,233,813.51	\$0.00	\$0.00	\$2,233,813.51
12	Mexican Water	3-Phase Powerline	Construction	18-24 months	\$0.00	\$1,634,047.00	\$0.00	\$0.00	\$1,634,047.00
13	Indian Wells	Salt Seep Powerline	Design/Construction	18-24 months	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00
14	Whitewine	Powerline Scattered	Design/Construction	18-24 months	\$70,000.00	\$0.00	\$164,333.49	\$0.00	\$234,333.49
15	Teesto	Teesto Scattered Powerline	Design/Construction	18-24 months	\$0.00	\$332,273.00	\$0.00	\$45,927.86	\$332,273.00
16	Dillon	Join Draw Powerline Project	Pre-Design	18-24 months	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00
17	Leupp	Powerline Project-Grandfalls	Design/Construction	12-18 months	\$0.00	\$733,333.00	\$0.00	\$351,237.50	\$733,333.00

EXHIBIT:

B

**SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN  
(NTUA POWERLINES)**

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
18	Birdsprings	Powerline Ext. Phase III	Design/Construction	18-24 months	\$84,105.00	\$649,228.00	\$0.00	\$0.00	\$733,333.00
19	Kindahlchili	Single Phase Powerline Ext.	Design/Construction	18-24 months	\$0.00	\$371,739.00	\$0.00	\$0.00	\$371,739.00
20	Kindahlchili	Powerline (Upper VWS Ext.)	Design/Construction	18 months	\$0.00	\$366,873.00	\$0.00	\$0.00	\$366,873.00
21	Coppermine	IV P/I Project	Design/Construction	18-24 months	\$0.00	\$400,000.00	\$0.00	\$0.00	\$400,000.00
22	Kalbeto	Powerline Project	Design/Construction	18-24 months	\$219,187.50	\$460,812.50	\$0.00	\$0.00	\$680,000.00
23	LeChee	Powerline Project	Construction	16 months	\$92,006.25	\$0.00	\$924,660.25	\$0.00	\$1,016,666.50
24	Klaggeroh	Salt Springs Powerline	Design/Construction	36 months	\$39,643.15	\$421,709.06	\$0.00	\$0.00	\$461,352.21
25	Lupton	Powerline	Pre-Design	37 months	\$6,036.07	\$89,074.42	\$0.00	\$49,110.49	\$95,110.49
26	Houck	Powerline	Design/Construction	12-18 months	\$80,000.00	\$273,278.00	\$0.00	\$69,056.25	\$353,278.00
27	Wide Ruins	Boggy Lake/Tanner Springs	Design/Construction	24-36 months	\$200,000.00	\$634,538.26	\$0.00	\$0.00	\$834,538.26
28	Pfion	Scattered Powerline Project	Design/Construction	12-18 months	\$0.00	\$180,000.00	\$0.00	\$0.00	\$180,000.00
29	Black Mesa	Powerline	Pre-Design/ Design/Construction	24 months	\$1,472,929.52	\$0.00	\$0.00	\$227,606.25	\$1,472,929.52
					\$2,866,370.94	\$12,154,756.58	\$3,675,660.40	GRAND TOTAL	\$18,696,787.92



**EXHIBIT:**  
**C**

**SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN  
(NON-NTJIA POWERLINES)**

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
1	Alamo	Powerline/Waterline	Construction	6 months	\$694,444.44	\$694,444.45	\$0.00	\$0.00	\$1,388,888.89
2	Tseluchi	Powerline Project	Design/Construction	18-24 months	\$0.00	\$ 305,393.00	\$0.00	\$50,000.00	\$305,393.00
3	Manuelito	Powerline Project	Design/Construction	18-24 months	\$0.00	\$ 397,580.00	\$0.00	\$50,000.00	\$397,580.00
4	Chichiltah	Powerline Project	Design/Construction	18-24 months	\$0.00	\$ 337,520.00	\$0.00	\$250,000.00	\$337,520.00
5	Ojo Encino	Eagle Spring Powerline Extension Project	Design/Construction	6 months	\$0.00	\$120,627.16	\$0.00	\$30,156.79	\$120,627.16
6	Pueblo Pintado	Badger Springs Powerline Ext.	Construction	24 months	\$0.00	\$0.00	\$ 284,840.84	\$0.00	\$284,840.84
7	Baca Prewitt	Powerline Extension	Construction	6 months	\$160,000.00	\$0.00	\$0.00	\$0.00	\$160,000.00
8	Whitehorse	Powerline Extension	Construction	12 months	\$133,884.48	\$0.00	\$0.00	\$0.00	\$133,884.48
9	Counselor	Powerline Extension	Construction	13 months	\$455,870.87	\$0.00	\$0.00	\$0.00	\$455,870.87
					<b>\$1,444,199.79</b>	<b>\$1,855,564.61</b>	<b>\$284,840.84</b>	<b>GRAND TOTAL</b>	<b>\$3,584,605.24</b>



**EXHIBIT:**  
**D**

**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
1	Newcomb	Helpad	Design/Construction	18-24 months	\$100,000.00	\$339,537.00	\$0.00	\$75,000.00	\$439,537.00
2	Newcomb	Sr. Center Renovation	Plan/Construction	6-8 months	\$228,189.00	\$0.00	\$0.00	\$0.00	\$228,189.00
3	Hogback	New Chapter House	Design/Construction	8-16 months	\$150,018.78	\$553,100.00	\$0.00	\$0.00	\$743,118.78
4	Burnham	Community Center	Design/Construction	18-24 months	\$300,000.00	\$383,500.00	\$0.00	\$0.00	\$683,500.00
5	San Juan	Multi-Purpose Site Improvement Project	Plan/Design/Construction	24 months	\$150,000.00	\$533,333.00	\$0.00	\$0.00	\$683,333.00
6	Upper Fruitland	Renovation Walter Collins Multi-Purpose Bldg	Design/Construction	18-24 months	\$0.00	\$694,444.44	\$0.00	\$0.00	\$694,444.44
7	Nemahnezaad Nazini	Multi-Purpose Renovation Senior Center	Design/Construction	18-24 months	\$0.00	\$694,444.44	\$0.00	\$0.00	\$694,444.44
8	Low Mountain	Head Start Facility	Design/Construction	24 months	\$0.00	\$1,980,000.00	\$0.00	\$0.00	\$1,980,000.00
9	Blue Cap/Tachee	New Chapter House	Design/Construction	24 months	\$0.00	\$596,666.66	\$0.00	\$0.00	\$596,666.66
10	Mary Farms	Market Study	Planning	24-36 months	\$0.00	\$530,000.00	\$0.00	\$150,000.00	\$530,000.00
11	Ramah	Chapter Renovation	Design/Construction	24-36 months	\$0.00	\$265,000.00	\$0.00	\$265,000.00	\$265,000.00
12	Tohajiilee	Road Improvement	Design/Construction	36 months	\$0.00	\$1,388,888.89	\$0.00	\$20,000.00	\$1,388,888.89
13	Coyote Canyon	New Chapter Tractor	New Equipment	2-4 mths	\$1,388,888.89	\$0.00	\$0.00	\$353,000.00	\$1,388,888.89
14	Coyote Canyon	Senior Center Van	New Equipment	2-4 months	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
15	Coyote Canyon	New Chapter Truck & Flatbed	New Equipment	2-4 months	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
16	Coyote Canyon	New Warehouse	Other Tribal Facilities	2-4 months	\$90,000.00	\$0.00	\$0.00	\$0.00	\$90,000.00
17	Coyote Canyon	Senior Citizen Center	Design/Construction	10-12 months	\$0.00	\$38,563.00	\$0.00	\$77,750.00	\$38,563.00
18	Coyote Canyon	Parking Lot w/Landscaping	Design/Construction	10-12 months	\$109,000.00	\$0.00	\$0.00	\$530,000.00	\$109,000.00
19	Coyote Canyon	Barroom Addition	Design/Construction	12 months	\$0.00	\$19,455.00	\$0.00	\$0.00	\$19,455.00
20	Coyote Canyon	Hog Chip Seal	Design/Construction	12 months	\$126,375.33	\$0.00	\$0.00	\$11,311.00	\$126,375.33
21	Coyote Canyon	Caterpillar 430 F3 4WD Backhoe Loader	Design/Construction	10-12 months	\$250,000.00	\$0.00	\$0.00	\$75,864.00	\$250,000.00
22	Bahastish (Twin Lakes)	Massey Ferguson 2704E	Major Equipment	2-4 months	\$143,000.00	\$0.00	\$0.00	\$52,620.00	\$143,000.00
23	Bahastish (Twin Lakes)		Major Equipment	2-4 months	\$55,000.00	\$0.00	\$0.00	\$12,000.00	\$55,000.00

# SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN

EXHIBIT:  
D

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
24	Bahastlah (Twin Lakes)	Caterpillar 140M3 AND Motor Grader	Major Equipment	2-4 months	\$238,091.16	\$0.00	\$0.00	\$20,000.00	\$238,091.16
25	Bahastlah (Twin Lakes)	New Warehouse	Design/Construction	8-12 months	\$0.00	\$328,242.33	\$0.00	\$0.00	\$328,242.33
26	Bahastlah (Twin Lakes)	Road Maintenance	Design/Construction	8-12 months	\$0.00	\$69,000.00	\$0.00	\$35,000.00	\$69,000.00
27	Naschitti	New Chapter Truck	Major Equipment	2-4 months	\$73,333.33	\$0.00	\$0.00	\$0.00	\$73,333.33
28	Naschitti	New Warehouse	Design/Construction	12 months	\$0.00	\$376,000.00	\$0.00	\$36,000.00	\$376,000.00
29	Naschitti	966M XE Wheel Loader	Major Equipment	2-4 months	\$231,000.00	\$0.00	\$0.00	\$0.00	\$231,000.00
30	Naschitti	Backhoe	Major Equipment	2-4 months	\$102,000.00	\$0.00	\$0.00	\$0.00	\$102,000.00
31	Naschitti	Cemetery Expansion Project	Design/Construction	12 months	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
32	Mexican Springs	Deer Springs Road	Design/Construction	12-18 months	\$667,000.00	\$0.00	\$0.00	\$0.00	\$667,000.00
33	Mexican Springs	Road Maintenance, Culverts & Bridges	Design/Construction	12-18 months	\$121,333.34	\$0.00	\$0.00	\$0.00	\$121,333.34
34	Mexican Springs	Massy Ferguson 2706E	Major Equipment	2-4 months	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00
35	Round Rock	Road Improvement Apache City 590	Pre-Design/Design	18-24 months	\$50,000.00	\$60,000.00	\$228,533.94	\$0.00	\$338,533.94
36	Round Rock	Road Improvement Apache Co. 492	Design/Construction	18-24 months	\$50,000.00	\$60,000.00	\$351,153.69	\$0.00	\$461,153.69
37	Round Rock	Signage Proposal	Design/Construction	6-8 months	\$33,198.50	\$0.00	\$0.00	\$0.00	\$33,198.50
38	Tsala/Wheatfields	Fencing of Tract	Design/Construction	6-8 months	\$220,000.00	\$0.00	\$0.00	\$0.00	\$220,000.00
39	Tsala/Wheatfields	Senior Center Rehabilitation of Facility	Design/Construction	6-8 months	\$0.00	\$48,255.00	\$319,000.00	\$0.00	\$367,255.00
40	Tsala/Wheatfields	Cemetery	Design/Construction	6-8 months	\$20,032.12	\$0.00	\$0.00	\$0.00	\$20,032.12
41	Tsala/Wheatfields	Chapter Tract Master Plan	Design/Construction	18-24 months	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00
42	Rock Point	BJA Road Route 8070	Design/Construction	12-16 months	\$48,100.00	\$143,250.00	\$543,983.00	\$0.00	\$683,333.00
43	Round Rock	Senior Center	Construction	12 months	\$245,333.33	\$0.00	\$0.00	\$0.00	\$245,333.33
44	Lukachukai	Chapter Fencing	Design/Construction	12-18 months	\$482,903.33	\$0.00	\$0.00	\$10,000.00	\$482,903.33
45	Lukachukai	Chapter Agriculture Building	Construction	6-8 months	\$0.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00
46	Lukachukai	Chapter Equipment	Major Equipment	4-6 months	\$144,000.00	\$0.00	\$0.00	\$0.00	\$144,000.00
47	Lukachukai	Chapter Equipment Manlift	Major Equipment	6-8 months	\$99,500.00	\$0.00	\$0.00	\$0.00	\$99,500.00



EXHIBIT:  
D

# 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
48	Lukachukai	Chapter Senior Center	Construction	12 months	\$86,427.00	\$0.00	\$0.00	\$0.00	\$86,427.00
49	Lukachukai	Chapter Welding Machinery	Major Equipment	6-8 months	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00
50	Lukachukai	Chapter Roping Box	Major Equipment	6-8 months	\$3,503.00	\$0.00	\$0.00	\$0.00	\$3,503.00
51	Crystal	Fire Suppression System	Construction	6-12 months	\$876,000.00	\$0.00	\$0.00	\$0.00	\$876,000.00
52	Fort Defiance	Solar Street Lights	Construction	12 months	\$0.00	\$972,025.00	\$0.00	\$383,503.00	\$972,025.00
53	Fort Defiance	Street Rehabilitation	Design/Construction	24 months	\$69,641.67	\$0.00	\$0.00	\$0.00	\$69,641.67
54	Red Lake	Utility System Upgrade	Design/Construction	1-6 months	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00
55	Red Lake	Street Improvement	Design/Construction	12 months	\$100,000.00	\$25,000.00	\$300,000.00	\$0.00	\$425,000.00
56	Red Lake	Chapter Complex	Plan/Design/Construction		\$0.00	\$0.00	\$321,666.67	\$0.00	\$321,666.67
57	Sawmill	Ballroom Additions	Construction	12 months	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00
58	Sawmill	Renovate Chapter House	Construction	6 months	\$250,000.00	\$25,000.00	\$0.00	\$0.00	\$275,000.00
59	Sawmill	17 Road Rehab	Design	12 months	\$271,666.67	\$0.00	\$0.00	\$0.00	\$271,666.67
60	Dennehotso	Transfer Station	Design/Construction	24 months	\$40,000.00	\$100,000.00	\$0.00	\$0.00	\$140,000.00
61	Dennehotso	Veterans Park	Construction	36 months	\$0.00	\$225,000.00	\$0.00	\$7,000.00	\$232,000.00
62	Dennehotso	Warehouse	Construction	12 months	\$0.00	\$162,025.82	\$0.00	\$20,000.00	\$182,025.82
63	Kayenta	Diversion Dam	Design/Construction	14-36 months	\$0.00	\$1,344,633.31	\$0.00	\$455,000.00	\$1,799,633.31
64	Kayenta	Rehabilitation Project	Design/Construction	24 months	\$350,000.00	\$0.00	\$0.00	\$0.00	\$350,000.00
65	Chalchabito	Multi-Purpose Building	Plan/Design/Construction	24 months	\$400,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00
66	Shiprock	Multi-Purpose Building	Plan/Design/Construction	12 months	\$50,000.00	\$400,000.00	\$0.00	\$0.00	\$450,000.00
67	Shiprock	Chapter Renovation	Design/Construction	12 months	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00
68	Shiprock	Senior Center	Construction	12 months	\$17,000.00	\$0.00	\$0.00	\$0.00	\$17,000.00
69	Shiprock	Elderly Care Site	Planning	8 months	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
70	Shiprock	Wellness Center	Design/Construction	12 months	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00
71	Shiprock	Former BIA Compound	Testing/Planning	24 months	\$350,000.00	\$0.00	\$0.00	\$0.00	\$350,000.00
72	Shiprock	Utility Hook-Up/Restroom Renovations	Construction	8 months	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00
73	Shiprock	River Trail & Community Park	Construction	9 months	\$56,000.00	\$0.00	\$0.00	\$0.00	\$56,000.00
74	Shiprock	Secure Land Designation	Planning	24 months	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00
75	Shiprock	Rural Addressing	Construction	12 months	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00
76	Shiprock	Roads Indian Village	Major Equipment	12 months	\$318,000.00	\$0.00	\$0.00	\$0.00	\$318,000.00
77	Shiprock	South Side Incident Command Center	Construction	14 months	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00



# SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN

EXHIBIT:  
D

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
77	Shaprock	New Traffic Lights	Construction	12 months	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00
78	Shaprock	Shaprock Cemetery	Plan/Design/Construction	12 months	\$90,000.00	\$0.00	\$0.00	\$0.00	\$90,000.00
79	Shaprock	Plan/Design 36 acre Tract	Plan/Design/Construction	24 months	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00
80	Shaprock	Victor Center	Plan/Design	12 months	\$360,666.66	\$0.00	\$0.00	\$0.00	\$360,666.66
81	Shaprock	Widening San Francisco Peak Blvd.	Plan/Design	12 months	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00
82	Beclabito	Beclabito Road Project	Design/Construction	24-36 months	\$0.00	\$0.00	\$615,000.00	\$0.00	\$615,000.00
83	Cove	Cove Senior Center	Construction	8-12 months	\$255,704.00	\$0.00	\$0.00	\$0.00	\$255,704.00
84	Cove	Cove Veterans Pavilion	Planning/Design	10-12 months	\$0.00	\$130,000.00	\$0.00	\$8,000.00	\$138,000.00
85	Cadizahi	Cadizahi Tokoi Infrastructure New Development	Design/Construction	10-12 months	\$0.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00
86	Pied Valley	Transfer Station	Design/Construction	24-36 months	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00
87	Sheep Springs	Multi-Purpose Building	Construction	8-12 months	\$482,629.66	\$0.00	\$0.00	\$240,000.00	\$722,629.66
88	Two Grey Hills/Oakdena	RCWA Nrg	Pre-Design	8-12 months	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00
89	Tse Ahnsozt'n	2010 Road Design	Design	24-36 months	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00
90	Beclabito	Fiber Optic - Broadband	Planning/Design	12-18 months	\$708,333.00	\$0.00	\$0.00	\$0.00	\$708,333.00
91	Cove	Agriculture - Watershed Study	Planning/Design	12-18 months	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00
92	Tse'Uchis	New Senior Center	Design/Construction	12-24 months	\$0.00	\$1,500,000.00	\$0.00	\$400,000.00	\$1,900,000.00
93	Tsayotah	Chapter Renovation	Design/Construction	12-18 months	\$0.00	\$500,000.00	\$0.00	\$100,000.00	\$600,000.00
94	Baahaaali	Pine Haven Road	Design/Construction	18-24 months	\$0.00	\$600,000.00	\$0.00	\$655,000.00	\$655,000.00
95	Baahaaali	Senior Center (Renov./Addition)	Design/Construction	8-12 months	\$150,000.00	\$0.00	\$0.00	\$450,000.00	\$600,000.00
96	Rock Springs	Multi-Purpose Building	Pre-Design	20-24 months	\$0.00	\$276,173.66	\$0.00	\$450,000.00	\$726,173.66
97	Inscription House	Solid Waste Transfer Station	Design/Construction	24-36 months	\$0.00	\$0.00	\$330,000.00	\$0.00	\$330,000.00
98	Inscription House	House Wiring	Design/Construction	24-36 months	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00
99	Red Mesa	Chapter House Renovation	Design/Construction	12 months	\$238,249.15	\$0.00	\$0.00	\$0.00	\$238,249.15
100	St. Michael's	New Chapter House	Construction	10-14 mths	\$2,083,333.33	\$0.00	\$0.00	\$53,409.00	\$2,136,742.33
101	Oaksprings	Chapter Major Renovation	Design/Construction	24 months	\$1,000,000.00	\$1,083,333.33	\$0.00	\$10,000.00	\$2,093,333.33

EXHIBIT:  
D

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 1 FUNDING	YEAR 3 FUNDING	MATCHING FUNDS (LEVERAGE)	SIHASIN FUNDS REQUESTED
102	Creswood Springs	Master Tract Plan	Planning, Pre-Design, Design/Construction	12-24 months	\$400,000.00	\$433,333.33	\$0.00	\$0.00	\$833,333.33
103	Dillon	Multi Purpose Complex Chapter Tract Infrastructure Upgrade	Planning	12 months	\$333,333.33	\$0.00	\$0.00	\$120,000.00	\$333,333.33
104	Dillon	HVAC Unit	Plan/Design	12 months	\$0.00	\$175,000.00	\$0.00	\$0.00	\$275,000.00
105	Indian Wells	Senior Center Facility	Major Equipment	4-6 months	\$25,000.00	\$0.00	\$0.00	\$66,000.00	\$25,000.00
106	Indian Wells	Repairs	Planning	12 months	\$265,000.00	\$275,393.67	\$0.00	\$0.00	\$544,393.67
107	Indian Wells	10 Commercial Site Development	Planning	18-24 months	\$200,000.00	\$0.00	\$0.00	\$678,000.00	\$200,000.00
108	Whitecone	Road Improvement	Design/Construction	18-24 months	\$194,000.00	\$0.00	\$0.00	\$0.00	\$194,000.00
109	Whitecone	JW2 - Master Tract Plan	Planning, Pre-Design, Design/Construction	12-24 months	\$66,000.00	\$0.00	\$0.00	\$0.00	\$66,000.00
110	Whitecone	Motor Grader	Major Equipment	6-8 months	\$339,000.00	\$0.00	\$0.00	\$0.00	\$339,000.00
111	Teesto	Community Center	Design/Construction	18-24 months	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00
112	Standing Rock	Tenants Head Start	Construction	8-12 months	\$3,269,616.66	\$0.00	\$0.00	\$115,000.00	\$3,384,616.66
113	Whiterock	Chapter Renovation	Design/Construction	6-8 months	\$500,000.00	\$0.00	\$0.00	\$359,476.65	\$859,476.65
114	Huerfano	Senior Center	Design/Construction	8-12 months	\$0.00	\$327,050.00	\$0.00	\$53,261.00	\$380,311.00
115	Chile	N7 Solar Street Light	Pre-Design, Design/Construction	24 months	\$50,000.00	\$1,735,534.45	\$0.00	\$0.00	\$1,785,534.45
116	Chile	Del Muerto Headstart Improvement	Construction	12 months	\$0.00	\$0.00	\$301,496.21	\$0.00	\$301,496.21
117	Cameron	Cultural Center	Pre-Design	24 months	\$250,000.00	\$250,000.00	\$133,333.00	\$0.00	\$633,333.00
118	Cameron	Demonstration Farm	Planning	18-24 months	\$100,001.66	\$0.00	\$0.00	\$0.00	\$100,001.66
119	Coalmine	Chapter House Building Repair	Renovation	12-18 months	\$200,000.00	\$533,333.00	\$0.00	\$20,000.00	\$753,333.00
120	Birdsinging&EPP	Commercial Farm Project	Planning	24 months	\$250,000.00	\$250,000.00	\$50,000.00	\$0.00	\$500,000.00
121	Tolan Lake	New Senior Center Replacement	Design/Construction	18-24 months	\$0.00	\$733,333.00	\$0.00	\$0.00	\$733,333.00
122	Cornfields	Community Veterans Cemetery	Design/Construction	12 months	\$66,333.33	\$0.00	\$0.00	\$0.00	\$66,333.33
123	Cornfields	Deer Point Development	Pre-Design	24-36 months	\$0.00	\$0.00	\$200,000.00	\$0.00	\$200,000.00



# SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN

EXHIBIT:  
D

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	Surprise Low Water Crossing (Road)	Pre-Design	24-36 months	\$0.00	\$266,000.00	\$0.00	\$0.00	\$266,000.00
125	Cornfields	Rural Address LBAC 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	Kindlechilli	Chapter House Parking Lot	Design/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 (Coldwater 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 Rm.)	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	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
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	Canada	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	Kalibeto	Kalibeto 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	Klagerich	Head Start Project	Pre-Design	8-12 months	\$0.00	\$400,000.00	\$0.00	\$0.00	\$400,000.00
142	Lupton	Basketball 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



# SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN

EXHIBIT:  
D

NO.	CHAPTER	PROJECT DESCRIPTION	PROJECT TYPE (Pre-Design, Design, Construction)	PROJECT DURATION	YEAR 1 FUNDING	YEAR 2 FUNDING	YEAR 3 FUNDING	MATCHING FUNDS (LEVERAGE)	SIHASIN FUNDS REQUESTED
145	Lupton	Housewring	Construction	15 months	\$0.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00
146	Lupton	Road Improvement	Pre-Design	16 months	\$0.00	\$0.00	\$75,040.00	\$0.00	\$75,040.00
147	Nahualatzi	Shopping Center	Construction	12-18 months	\$1,265,035.70	\$0.00	\$0.00	\$7,200,000.00	\$1,265,035.70
148	Houck	Bathroom Additions	Design/Construction	18-24 months	\$60,000.00	\$175,000.00	\$0.00	\$0.00	\$135,000.00
149	Houck	Cemetery	Plan/Design/Construction	18-24 months	\$46,722.00	\$0.00	\$0.00	\$0.00	\$46,722.00
150	Houck	9403 Road Improvement	Plan/Design	18-24 months	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00
151	Tuba City	Senior Center	Design/Construction	18-24 months	\$1,400,000.00	\$1,766,666.66	\$0.00	\$370,000.00	\$4,166,666.66
152	Casimero Lake	McKinley County Rd 19 Construction Project	Construction	24 months	\$2,811,443.31	\$0.00	\$0.00	\$0.00	\$2,811,443.31
153	Baca-Prewitt	Backhoe	Major Equipment	4-6 months	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
154	Baca-Prewitt	New Warehouse	Pre-Design	12-18 months	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00
155	Hardrock	Senior Center Facility Repair	Design/Construction	24 months	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00
156	Hardrock	ADA	Design/Construction	24 months	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00
157	Hardrock	Walk in Shower	Design/Construction	24 months	\$53,369.00	\$0.00	\$0.00	\$0.00	\$53,369.00
158	Hardrock	HVAC Unit	Design/Construction	24 months	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
159	Hardrock	Vehicle	Major Equipment	24 months	\$74,886.00	\$0.00	\$0.00	\$0.00	\$74,886.00

# SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN

EXHIBIT:  
D

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
160	Marquette	Wellness Equipment	Major Equipment	24 months	\$44,940.00	\$0.00	\$0.00	\$0.00	\$44,940.00
161	Pfion	Chapter Communication Systems Upgrade	Major Equipment	10 months	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00
162	Pfion	Chapter House Perimeter Fencing	Construction	6 months	\$21,640.00	\$0.00	\$0.00	\$0.00	\$21,640.00
163	Pfion	Clearances for Withdrawal of Land for Community	Pre-Design	12-18 months	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
164	Pfion	Chapter Vehicle w/ Metal 1000 gal. Water Tank	Major Equipment	2-4 months	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00
165	Pfion	Chapter Vehicle	Major Equipment	2-4 months	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
166	Pfion	Rural Addressing	Construction	12 months	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
167	Pfion	Housewiring/Bathroom Additions	Construction	12 months	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
168	Pfion	Housewiring/Bathroom Additions	Construction	12 months	\$23,648.14	\$0.00	\$0.00	\$0.00	\$23,648.14
169	Pfion	Midco Road Project	Design/Construction	24 months	\$0.00	\$0.00	\$68,334.00	\$0.00	\$68,334.00
170	Pfion	Dribblein Public Safety Utility	Planning	18 months	\$0.00	\$0.00	\$400,000.00	\$0.00	\$400,000.00
171	Pfion	Dribblein College Land Withdrawal	Planning	24 months	\$0.00	\$0.00	\$83,000.00	\$0.00	\$83,000.00
172	Forest Lake	Senior Center (Renov./Addition)	Design/Construction	24 months	\$500,000.00	\$0.00	\$0.00	\$50,000.00	\$500,000.00
173	Whisperwill Springs	Restoration Sr. Center, Warehouse, Admin. Building	Design/Construction	24 months	\$450,000.00	\$0.00	\$0.00	\$0.00	\$450,000.00
174	Iyanbito	Garden & Community Project	Pre-Design	4-6 months	\$0.00	\$10,000.00	\$97,700.00	\$0.00	\$107,700.00
175	Iyanbito	Head Start Project	Pre-Design	8-10 months	\$0.00	\$576,744.44	\$0.00	\$238,528.00	\$576,744.44

# SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN

EXHIBIT:  
D

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
176	Iyandito	Veterans	Pre-Design	6-8 months	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00
177	Thoreau	Veterans Building	Design/Construction	12-18 months	\$0.00	\$694,444.00	\$0.00	\$700,000.00	\$694,444.00
178	Mariano Lake	Multi-Purpose Building	Construction	8-12 months	\$391,044.90	\$0.00	\$0.00	\$291,355.66	\$391,044.90
179	Mariano Lake	Lake House Wiring	Construction	6-8 months	\$303,400.00	\$0.00	\$0.00	\$0.00	\$303,400.00
180	Pinedale	Veterans Building	Construction	8-12 months	\$694,444.44	\$0.00	\$0.00	196,609.00	\$694,444.44
181	Smithlake	Bay/Shop Building	Construction	6-10 months	\$694,444.44	\$0.00	\$0.00	\$0.00	\$694,444.44
182	Chickadee	Multi-Purpose Building	Design/Construction	18-24 months	\$0.00	\$694,444.44	\$0.00	\$0.00	\$694,444.44
***	Window Rock	Administrative Funds	***	***	\$37,423,205.14	\$31,124,968.21	\$5,528,240.51	GRAND TOTAL	\$74,076,413.86



# EXHIBIT:

E

## SIHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN (WATERLINES)

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
1	Tselani/ Cottonwood	Waterline	Construction	18-24 months	\$0.00	\$265,000.00	\$0.00	\$0.00	\$265,000.00
2	Rough Rock	Low Water project	Design/ Construction	16-24 months	\$0.00	\$588,000.00	\$0.00	\$0.00	\$588,000.00
3	Tohatchi	Waterline	Plan/ Design/ Construction	36 months	\$200,000.00	\$0.00	\$633,333.33	\$25,000.00	\$853,333.33
4	Crystal	Green Knoll/Split Mesa Waterline and Water Storage	Plan/ Design/Construction	36 months	\$100,000.00	\$65,666.66	\$0.00	\$0.00	\$165,666.66
5	Shiprock	Waterline Extension/Updates	Pre-Design (ROW, Survey, Assessment)	36 months	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00
6	Tosikan	Water line extension	Plan/ Design/ Construction	24 months	\$60,557.00	\$0.00	\$0.00	\$5,000.00	\$60,557.00
7	Chinle	Waterline-SpiderRock Phase 2.5	Plan/ Design/ Construction	24 months	\$50,000.00	\$0.00	\$1,379,636.00	\$0.00	\$1,429,636.00
8	Chinle	Water Well-Construction	Design/ Construction	36 months	\$50,000.00	\$0.00	\$600,000.00	\$0.00	\$650,000.00
9	Cornfields	Waterline	Pre-Design (ROW)	24 months	\$0.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00
					\$560,557.00	\$1,068,666.66	\$2,612,969.33	GRAND TOTAL	\$4,242,192.99

NAVAJO NATION

RCS# 1069

4/17/2018

Spring Session

11:53:07 PM

Amd# to Amd#

Legislation 0116-18:

PASSED

MOT Damon

Adopting the Sihasin Fund

SEC Begay, S

Powerline and Chapter Projects

Expenditure Plan Pursuant...

Yea : 21

Nay : 0

Excused : 0

Not Voting : 3

Yea : 21

Begay, K

Chee

Hale

Slim

Begay, NM

Crotty

Jack

Smith

Begay, S

Damon

Perry

Tso

BeGaye, N

Daniels

Pete

Witherspoon

Bennett

Filfred

Phelps

Yazzie

Brown

Nay : 0

Excused : 0

Not Voting : 3

Bates

Tsosie

Shepherd



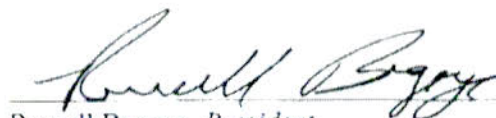
## THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

### MEMORANDUM

TO: Honorable LoRenzo Bates, Speaker  
Navajo Nation Council

FROM:

  
Russell Begaye, President

THE NAVAJO NATION

DATE: May 7, 2018

SUBJECT: Resolution No. CAP-35-18: RELATING TO HEALTH EDUCATION AND HUMAN SERVICES, RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE, NABIK'ÍYÁTT' COMMITTEES AND NAVAJO NATION COUNCIL; ADOPTING THE SISHASIN 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

Pursuant to 2 N.N.C. 1005 (C)(10), action for Resolution No. CAP-35-18 is being submitted to the Navajo Nation Council, through the Office of the Speaker within the ten (10) days requirement. Furthermore, the Navajo Nation President has line item veto authority for budget items within the Supplemental Appropriations, which are not subject to override by the Navajo Nation Council. 2 N.N.C. 164 (A)(17).

After review of Resolution No. CAP-35-18, I hereby exercise my line-veto to:

1. Section Three. Approval and Adoption of Expenditure Plan.
2. Section Four. Approval and Adoption of Expenditure Plan Administration.
3. EXHIBIT D. SISHASIN FUND POWERLINE AND CHAPTER CAPITAL PROJECTS EXPENDITURE PLAN



- a. **NO. 42 YEAR 1 Funding \$46,100.00, YEAR 2 Funding \$143,250.00, YEAR 3 Funding \$643,983.00, SIHASIN FUNDS REQUESTED in the total amount of \$833,333.00.**
- b. **NO. 70 YEAR 1 Funding \$350,000.00, SIHASIN FUNDS REQUESTED in the total amount of \$350,000.00**

After consultation with the impacted Divisions, I have decided to exercise my line-item veto authority. The justification and details for use of the President's line-item veto is set forth below.

- a. **NO. 42 YEAR 1 Funding \$46,100.00, YEAR 2 Funding \$143,250.00, YEAR 3 Funding \$643,983.00, SIHASIN FUNDS REQUESTED in the total amount of \$833,333.00.**
- b. **NO. 70 YEAR 1 Funding \$350,000.00, SIHASIN FUNDS REQUESTED in the total amount of \$350,000.00**

First, the 110 Chapters have millions in unexpended dollars and should expend these fund for the many uses and projects on this Sihasin project listing. There are still many people that need water and electricity and these dollars should be priority for these funds. Second, the two projects vetoed are Bureau of Indian Affairs (BIA) projects and should remain under the BIA funding. Third, I support these appropriations as they also fulfill our four (4) pillars for Veterans, Youth and Elders, Jobs and Infrastructure.

I am pleased to sign this legislation into law as it will stimulate our economy by creating much needed jobs and bringing in infrastructure for our People.

Therefore, I will exercise my line-item veto authority to only two (2) items.





## CAP-35-18 PROJECT CHANGE FORM

PROJECTS TO BE DELETED							
Exhibit & Project No.	Project Description	CPMD Project Mgr	Funding			Total Funding	All Funding Deleted?
			Year 1	Year 2	Year 3		
Total Deleted Funding:							

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.

CPMD: \_\_\_\_\_

Name &amp; Title

Signature

Date

Amy Thomas

04/16/19





Smith Lake Chapter, P.O. Box 60, Smith Lake, New Mexico 87365  
Phone: (505) 786-2141, Fax: (505) 786-2143  
E-mail: smithlake@navajochapters.org

*Russell Begaye, President*

*Jonathan Nez, Vice President*

### RESOLUTION OF THE SMITH LAKE CHAPTER

Resolution No. SLC -09-2017-002

Approving to use the carryover from the Chapter Object Code/Account No. 27-6817 Capital Outlay Funds in the amount of \$15,000 as matching fund towards the NM Capital Outlay Project: Chapter Warehouse Building Planning and Design.

#### WHEREAS:

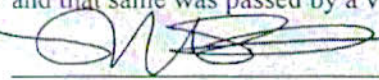
1. Smith Lake Chapter is a duly recognized and certified local government of the Navajo Nation Government, pursuant to 2 N.N.C., Section 400, and Section 1 (B.) Smith Lake Chapter is vested with the authority and responsibility to promote, to receive, act upon and protect the interest of the general welfare of its constituents and interact with other entities of the Navajo Nation and other local agencies for appropriate actions, and
2. The Smith Lake Chapter is allocated the New Mexico Capital Outlay funds for the Heavy Equipment Canopy and the scope of work was later changed to accommodate the preferable project as it is titled currently, and
3. The Smith Lake Chapter received diligent technical assistance from the Capital Project Management and Development (CPMD) as the project was expedited according to the procurement process, and
4. The Smith Lake Chapter will work with CPMD and set the payment towards the project.

#### NOW THEREFORE BE IT RESOLVE THAT:

1. Approving to use the carryover from the Chapter Object Code/Account No. 27-6817 Capital Outlay Funds in the amount of \$15,000 as matching fund towards the NM Capital Outlay Project: Chapter Warehouse Building Planning and Design.

#### CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting at Smith Lake Chapter, Navajo Nation, New Mexico at which a quorum was present, motion by Marlene Ramone, seconded by Evelyn Largo, and that same was passed by a vote of 12 in favor, 00 opposed, and 03 abstained on this 18th day of September 2017.

  
Anselm Morgan, President

  
Elerina Yazzie, Vice President

  
Malissa Hill-Begay, Secretary/Treasurer

Elerina

Anselm Morgan, President  
Malissa Hill-Begay, Secretary Treasurer

Elerina Yazzie, Vice President  
Edmund J. Henry, Jr., Land Board



CAPITAL PROJECT MANAGEMENT DEPARTMENT  
PROJECT PROPOSALS - CHECK-OFF LIST

Non-Certified

TRIBAL BUILDINGS AND OTHER PUBLIC FACILITY REQUIREMENTS

It shall be the policy of the "Capital Project Management Department (CPMD) to utilize the following "Check-Off List" for review and acceptance of project proposals.

LOCATION & BUILDING NO.: SMITH LAKE DATE: 6/14/2018

PERSON ASSIGN TO: ANDY THOMAS

Please check of documents that were received.



Application for Services

Complete WORK IN PROGRESS



Written Documentation - of need by the Facilities Inventory which documents the need for replacement, renovation or repairs.



Appropriate Chapter Resolution and/or NN Oversight Committee Resolution  
- that indicates the need and priority of the proposal project, subject to the local Land-Use Plan.



Preventive Maintenance Plan and Operating Cost Plan



Cost Estimate:

- A. Architect & Engineering (A/E) Cost  
B. Construction Cost



Written commitments and encumbrance: of other source(s) of funding.



Letters of Support: From AGENCIES and ENTITIES that affirm the emergency situation or need, enrollment statistics, and justification for square footage.



Documentation of the Clearances: Archaeological, Environmental Assessments and Land Withdrawals.

Project Quality Assurance/Quality Control Acknowledgement

☒ Complete ☐ Incomplete

Project Name:

HEAVY EQUIP REPAIR SHOP

Project Type:

REPAIR SHOP

The undersigned have read and concur with this Project Folder is complete with all necessary PPA's and is in adherence to the Capital Project Management Department Policies and Procedures and Gaming Fund Distribution and Policies and Allocations:

Project Manager

Date

CPMD Department Manager

Date

Ed Preston

6/14/2018 CPMD-Form E

03.14.2018

## SIHASIN FUND Project Overview Report

### Project Description (Proposals/Packet)

DISTRICT:

EASTERN

CHAPTER

SMITH LAKE

COUNCIL DELEGATE

EDWARD YAZZIE

Prepared By

A. THANDS

Project Type	Project Description	Duration (Days/Months)	Maximum Feasible Cost (MFC)	Fiscal year Completion Date
Const.	SMITH LAKE HVY. EQUIP. BAY SHOP	8-10 MOS.	\$898,000	

## CAPITAL PROJECT MANAGEMENT DEPARTMENT

Tel 928.871.6734  
Fax 928.871.7189

P.O. BOX 1510  
WINDOW ROCK, AZ 865151

WWW.NNDCCD.ORG  
First\_lastname@nndcd.org



03.14.2018

# SIHASIN FUND Project Overview Report

## Analysis Summary

Project Ready | Construction Ready | Shovel Ready

Description	Yes	No	Notes
Chapter Tract/Boundary	X		
Biological Clearances	X		
Environmental Assessments	X		
Archeological Clearances	X		
CLUP Manuel		N/A	
Topography Survey	X		<del>READY</del> PENDING A/E
Geotechnical Testing	X		PENDING A/E
Boundary Survey	X		PENDING A/E
Construction Documents (CD)	X		PENDING A/E 50%
Water Storage Tank		N/A	
Utility Verification	X		PENDING A/E



03.14.2018

# SIHASIN FUND Project Overview Report

## Analysis Summary

Project Ready | Construction Ready | Shovel Ready

Description	Yes	No	Notes
Chapter Tract/Boundary			
Biological Clearances			
Environmental Assessments			
Archeological Clearances			
CLUP Manuel			
Topography Survey			
Geotechnical Testing			
Boundary Survey			
Construction Documents (CD)			
Water Storage Tank			
Utility Verification			



SMITH LAKE CHAPTER  
The Navajo Nation

P.O. Box 60 Smith Lake, NM 87365 Phone: 505.786.2141 Fax: 505.786.2143 Email: smithlake@navajochapters.org

Russell Begaye, NN President

Jonathan Nez, NN Vice President

Edmund Yazzie, Council Delegate

# *Smith Lake Chapter*

## *Heavy Equipment Bay/Repair Shop -CIP Funds*

*March 2018*

Anselm Morgan, President

Elerina Yazzie, Vice-President  
Edmund J. Henry Jr., Land Board

Malissa Hill-Begay, Secretary/Treasurer



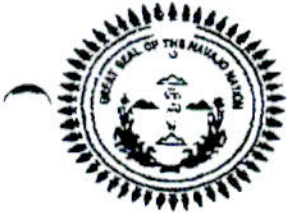
**SMITH LAKE CHAPTER**  
**HEAVY EQUIPMENT BAY/REPAIR SHOP - CIP FUNDS**

SPECIFIC PROJECT TRACKER												
PERCENTAGE COMPLETE											DESCRIPTION	
	100	90	80	70	60	50	40	30	20	10		
											PRE-DESIGN	
1	X										RESOLUTION/FORMAL REQUEST	
2											NEEDS ASSESSMENT	
3	X										SCOPE/PROGRAM MASTER PLAN	
4	X										LEGAL BOUNDARY SURVEY	
5	X										ARCHAEOLOGICAL CLEARANCE	
5	X										ENVIRONMENTAL CLEARANCE	
5	X										SITE WITHDRAWAL	
											ENGINEERING	
6	X										TOPOGRAPHICAL SURVEY	
7	X										UTILITY VERIFICATION	
8											GRADING DRAINAGE	
9											FINAL UTILITY PLAN	
											SCHEMATICS	
10											CONCEPTUAL DESIGN	
11											PRELIMINARY COST ESTIMATE	
12											PROJECT MASTER SCHEDULED	
13											SITE PLAN AND CALCULATIONS	
14											OUTLINE SPECIFICATIONS	
15											SOIL REPORT BY:	
											DESIGN DEV.	
16											PRESENTATION DRAWINGS	
17											STRUCT. MECH. ELECT SYSTEMS	
18											REVIEW BY OTHER AGENCIES	
19											BASE PLANS TO CONSULTANTS	
											CONSTRUCTION	
20											FINALIZE PLANS & SPECS	
21											REVIEW OF PLANS & SPECS	
22											APPROVAL BY OTHER AGENCIES	
23											WRITE ADVERTISEMENT	
24											PRE-QUALIFICATION (IF REQUIRED):	
											BIDDING/AWARD	
26											ADVERTISE FOR BIDS	
27											ADDENDUM #1 X #2 X #3	
28											PRE-BID CONFERENCE	
29											PUBLIC BID OPENING # OF CONTRACTORS = 01	
30											TABULATE & EVALUATE BIDS	
31											NEGOTIATION & LETTER OF AWARD	
32											EXECUTE CONTRACT	
33											PRECONSTRUCTION CONFERENCE	



SMITH LAKE CHAPTER  
WATER SYSTEMS IMPROVEMENT PROJECT

SPECIFIC PROJECT TRACKER												
PERCENTAGE COMPLETE										DESCRIPTION		
100	90	80	70	60	50	40	30	20	10			
										CONSTRUCTION PHASES		
34	X									ISSUE NOTICE TO PROCEED	-Phase I & Phase II	
35										PUNCH LIST	BY:	
36										FINAL INSPECTION	BY:	
37										CERTIFICATE OF SUBSTANTIAL COMPLETION		
38										OPERATION & MAINTENANCE MANUALS		
39										RECORD DRAWINGS		
40										PROJECT CLOSEOUT		



## SMITH LAKE CHAPTER The Navajo Nation

P.O. Box 60 Smith Lake, New Mexico 87365 Phone: 505.786.2141 Fax: 505.786.2143  
Email: [smithlake@navajochapters.org](mailto:smithlake@navajochapters.org)

Russell Begaye, NN President

Jonathan Nez, NN Vice President

Edmund Yazzie, Council Delegate

### RESOLUTION OF THE SMITH LAKE CHAPTER

Resolution No. SLC-7-2017-001

#### "APPROVING THE NEW MEXICO INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (2019-2023)"

##### WHEREAS:

1. Pursuant to the "Local Governance Act" 26 N.N.C. chapter 1, subchapter 1, section 3(a), the Smith Lake Chapter is continued as a certified chapter of the Navajo Nation Government, by the Navajo Nation Council Resolution Number CAP-34-98; and
2. Pursuant to the chapter 1, subchapter 1 section 131 (1); (2), of the same "Act", the Smith Lake Chapter has the responsibility and authority to promote, protect and preserve the interest and general welfare including the safety of its community people; and
3. The Smith Lake Chapter hereby supports and affirms the Smith Lake Chapters Capital Infrastructure Plan prioritization for the State of New Mexico as follows:
  1. Powerline Extension
  2. Bathroom Addition
  3. Heavy Equipment Shop/Canopy
  4. Chapter Parking Lot
  5. Head Start Building
  6. Water System
  7. House Wiring Project
4. The Smith Lake Chapter Administration shall use this prioritization for Tribal Infrastructure and Capital Outlay funding requests; and
5. The Smith Lake Chapter Administration shall report back to the Chapter Officials on any changes on the Projects from the Navajo Nation and State of New Mexico.

##### THEREFORE BE IT RESOLVED THAT:

The Smith Lake Chapter hereby approves the New Mexico Infrastructure Capital Improvement Plan (2019-2023)

1. Powerline Extension
2. Bathroom Addition
3. Heavy Equipment Shop/Canopy
4. Chapter Parking Lot
5. Head Start Building
6. Water System
7. House Wiring Project



## SMITH LAKE CHAPTER The Navajo Nation

P.O. Box 60 Smith Lake, New Mexico 87365 Phone: 505.786.2141 Fax: 505.786.2143  
Email: [smithlake@navajochapters.org](mailto:smithlake@navajochapters.org)

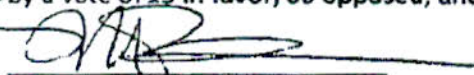
*Russell Begaye, NN President*

*Jonathan Nez, NN Vice President*

*Edmund Yazzie, Council Delegate*

### CERTIFICATION

WE HERBY CERTIFY that the foregoing resolution was duly considered by the Smith Lake Chapter at a duly called chapter meeting at Smith Lake Chapter (New Mexico) Navajo Nation, at which a quorum was present, and that same was passed by a vote of **15** in favor, **00** opposed, and **04** abstained on the **12th** day of July, 2017.

  
Anselm Morgan, President

Motioned By: Deborah Begay

  
Elerina Yazzie, Vice-President

Seconded By: Rose Yazzie

  
Malissa Hill-Begay, Secretary/Treasurer



**PROJECT DESCRIPTION FORM**  
**SCOPE OF WORK (SOW)**  
**BUDGET COST BREAKDOWN**

1. Name of Grantee/ Fiscal Agent: Smith Lake Chapter Warehouse Building A/E Project

2. Project Title: Smith Lake Chapter Warehouse Building Construction

3. Grant Agreement Number: #TBD

4. **Background Narrative:** The selected Architect Firm will complete the set of construction document with Project Manual specification to allow for the development of a partial site plan associated with the new Warehouse shop of Smith Lake Chapter Warehouse building 2,400 S.F. building in Smith Lake, NM for the Smith Lake chapter community. The A/E firm Lee Gamelsky Inc. Architects will administer the construction Administration of the new addition within the existing 5 acre Smith Lake Chapter tract along with all the proper ADA accessibility for all the community. The site is located approximately 20 miles North of Thoreau, NM.

5. **Work Plan:** Phase two (2) will consist of additional construction funds to construct the building to a full complete turn-key facility.

6. **Budget Detail:**

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer-Partial Plan Development & Community Building design		Completed CDs (Construction Administration) \$40,000.00
Building Permit/Inspections		Navajo Nation
Construction Site Development Ground Breaking		
Construction		898,000.00
Improvements for Code Compliance		
Equipment		
Vehicle Purchase		
Other Costs (specify)		
<b>Totals</b>		<b>\$898,000.00</b>

7. **Performance Measures:**

- G/C Solicitation: October 2018
- G/C Interviews November 2018
- Bidding on Construction December 2018/January 2019
- Bids on project /Cost Negotiation with Contractor-January 2019
- Navajo Nations Procurement Process November-December 2019
- Award G/C January 2019
- A/E firms issued Notice to proceed to implement Plan and Design work- January 2019
- A/E firm, General Contractor, and Stakeholders kick off meeting on January 2019
- Construction Administration Phase- January 2018-Completed December 2019
- Construction Ground breaking on existing site with contractor February 2019
- Construction Starts Mid-March 2019
- Construction completion date – October 2019

8. **Results Expected:** As the Navajo Nations Lead Agency, NNCPMD will proceed as scheduled and execute the contracts and monitor the design, payments and oversee the construction of the existing facility for the community of Smith Lake, Arizona.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month &amp; year for each milestone)</i>
A/E firm and Stakeholders kick off meeting on March 2018	A/E firm and Stakeholders kick off meeting on March 2018

Programming and design in progress by A/E Firm	April/May 2018
Schematic Design to be completed-	May 2018
Construction Documents/specification development-	May/June 2018-Completed June 29, 2018
Building Plans Inspections/ Building permit Issued	August 2018
Bidding on Construction ( <i>Pending Construction Funds</i> )	September 2018
RFP/Quotes Secured	Mid- September 2018
Bid Closing	October 2018
Bid Award to Contractor/Vendor March	November 2018
Navajo Nations Procurement Process	Mid-October 2018 thru End of November 2018
Award Contractor Company	December 2018
Construction Ground breaking on site with contractor	January 2019
Purchase/Install Equipment	June 2019
Project Completion & Review	October 2019
Submit <u>Request for Payment</u> Form and Supporting Documents to NM TIF/Capital Projects Bureau	November 2019

10. **Responsible Staff** (include Project Manager and Fiscal Contact):

Name: Edward Preston/ Lea Bennet

Title: Project Manager

Address: P.O. Box 1510 Window Rock, AZ 86515

Email: andy.thomas@nndcd.org

Phone: 928-871-6734

Name: Lea Bennet

Title: CSC

Address: P.O. Box 60, Smith Lake, NM 87365

Email: \_\_\_\_\_

Phone: 505-786-2141

**Note:** Please see attached Construction Cost Estimate by CPMD Smith Lake Chapter Warehouse Building

**Smith Lake Warehouse Metal Building  
Smith Lake, New Mexico**

**PROJECT COST**

Isolation Factor		10.00%			
Conventional		SQUARE FEET			
A.	Building Cost	\$135.00	\$133.00	2,400	319,200.00
B.	Fixed Equipment		15.00%		47,880.00
C.	Site Development		30.00%		95,760.00
D.	Contingency (Inflation and Construction)		10.00%		31,920.00
E.	TOTAL CONSTRUCTION	206.15	X	2,400	494,760.00
F.	Site Acquisition		0.00%		0.00
G.	Movable Equipment		20.00%		98,952.00
H.	Professional Fees		8.01%		39,630.28
I.	Owners Reserve		3.00%		14,842.80
J.	Administrative Cost		5.00%		24,738.00
K.	PROJECT COST	280.38	X	2,400	672,923.08

**NOTE:**

Does not include site acquisition, escalation of mid-point of construction, and design/construction cost for off-site infrastructure improvements.

Project Cost	672,923.08
Additional cost total	<u>226,000.00</u>
<b>Grand Total</b>	<b>898,923.08</b>

**Smith Lake Warehouse Metal Building**



**Smith Lake, New Mexico****PROJECT COST / CONVENTIONAL BUILDING****Architectural / Engineering Fee**

A.	TOTAL FEE (ACTUAL/ESTIMATED)			<b>39,630.28</b>
B.	( % OF A)	CONTINGENCY	10%	3,963.03
C.	CONSULTANT'S FEES		40%	14,266.90
D.	OTHER DIRECT EXPENSES OF A		3.14%	1,244.39
E.	SUBTOTAL			20,155.96
F.	INDIRECT EXPENSE ALLOWANCE (A-(B+C+D)-G)			1,410.92
G.	ARCH. LABOR BUDGET (A-(B+C+D)/ %)		7.00%	18,745.04

**ARCHITECTURAL LABOR BUDGET BREAKDOWN**

AVG. \$/HR. 26.00

	PHASE OF WORK	% BUDGET	HR. BUDGET	\$ BUDGET
a	Programming/Pre-Design	15.00%	108.14	2,811.76
b	Schematic Design	15.00%	108.14	2,811.76
c	Design Development	20.00%	144.19	3,749.01
d	Construction Documents	40.00%	288.39	7,498.02
e	Bidding and Negotiating	5.00%	36.05	937.25
f	Construction Administration	20.00%	144.19	3,749.01
	<b>TOTAL</b>	<b>100.00%</b>	<b>720.96</b>	<b>21,556.80</b>

**Additional Cost Not Included in Architectural Basic Services**

a.)	Environmental Assessment	0.00
b.)	Archaeological Report	0.00
c.)	Surveying - topography - utilities	0.00
d.)	Geo-technical - soils	4,000.00
e.)	Flood Plain Study	0.00
f.)	Programming/Pre-Design	0.00
g.)	Landscaping Design	0.00
h.)	Interior Design	0.00
i.)	Value Engineering	0.00
j.)	Infrastructure Elec. Water, Sewer	200,000.00
k.)	Reproduction (20 sets)	2,000.00
l.)	Material Testing	0.00
m)	Clients Inspector	20,000.00
		0.00 not yet
	<b>Additional cost total</b>	<b>226,000.00</b>

Professional Fees		39,630.28
Additional Cost Not Included in Architectural Basic Services		<u>226,000.00</u>
<b>Grand Total</b>	<b>2018</b>	<b>265,630.28</b>
Additional 4% Inflation Cost/Yr Increase	2019	276,255.49
Additional 4% Inflation Cost/Yr Increase	2019	287,305.71

**Smith Lake Warehouse Metal Building  
Smith Lake, New Mexico**

## Budget

New Mexico State Fund	\$25,000.00
State of Arizona	\$0.00
Abandon Mine Lands	\$0.00
Chapter Funding	\$0.00
CDBG	\$0.00

<b>TOTAL</b>	<b>\$25,000.00</b>
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## Planning

## Clearances

Environmental assessment	Completed
Archaeological studies	Completed

## Programming

Demographics

## Surveys

Legal	Completed
Topographical	Completed
Utilities	TBD

## Masterplanning

Site analysis

## Concepts

Site  
Elevation  
Floorplan

## Geotechnical

Soils	Chapter
Percolation test	Chapter

## Flood plain studies

(100 to 500 year)  
Water shed

## Architectural / Engineering

schematic design  
design development  
construction documents  
bidding and negotiation  
construction administration

## Construction

8 to 12 months

LEE GAMELSKY ARCHITECTS P.C.

24 August 2017

Smith Lake Chapter Renovation Building Design

FEE PROPOSAL (Revised)

The following Fee Proposal is based on:

1. Architectural/Engineering Basic Services: Programming Phase through Construction Documents Phase. (Does not include Bidding Phase or Construction Administration Phases).
2. The Programming, Design and Construction Documents for a New Vehicle Maintenance Building. The specific requirements of the building will be determined in the Program Phase. The building will not exceed 4,000 SF in size. The location of the building will be determined in the Program Phase.

A/E Fee: Basic Services as described above:

A/E Services including Geotechnical Services	\$37,998.00
Navajo Nation Tax (5%)	2,000.00

Total Amount	\$39,998.00
--------------	-------------

  
Submitted by: Lee Gamelsky AIA, Principal





# AIA Document B104™ – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

### Navajo Nation Administrative Purpose Only

The Parties acknowledge the terms within this box section are reference in the contract but are for the 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: Date of Notice to Proceed

Contract Term Ends: 365 calendar days from date of Notice to Proceed is issued.

Business Unit Number(s)	Amount to Encumber
K153057	\$25,000.00
27-6817	\$15,000.00

AGREEMENT made as of the day of September in the year two thousand and seventeen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Navajo Nation  
Capital Project Management Department  
P.O. Box 1510  
Window Rock, AZ 86515  
Andy Thomas, Project Manager, 928.871.6739; andy\_thomas@nndcs.org  
Owner's Authorized Representative: Sherylene Yazzie, Department Manager

and the Architect:  
(Name, legal status, address and other information)

Lee Gamelsky Architects PC 2412 Miles Road SE  
Albuquerque, NM 87106  
505.842.8865  
lee@lganm.com  
State License: NM # 1931

for the following Project:  
(Name, location and detailed description)

Smith Lake Chapter Maintenance Shop Warehouse Building, Smith Lake, NM  
This project is to be completed in stages.

Phase I includes Programming, Site Selection, Design, and Construction  
Documents for the design of a Vehicle Maintenance Shop Warehouse Building.

The building size, components, area, etc. will be determined in the Programming  
phase, along with identifying the building site location, and probable budget.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Upon completion of the programming/site selection phase, the Architect will have a Geotechnical Engineer prepare a Geotechnical Investigation and Recommendations, to be included in the design of the project. It is assumed the size of the new building will not exceed 4,000 GSF.

Design Development and Construction Documents Phases will then follow.

Final drawings will be submitted electronically, in a pdf format.

Future Phase 2 may include Bidding and Construction Administration services. The compensation listed in Article 11 is only for Phase 1, thru the preparation of the Construction Documents.

The Owner will provide Survey and site utility information, in digital format if available.

The Owner and Architect agree as follows.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

The Building and Site Program information will be developed with the Owner in the Programming Phase.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same



or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the insurance specified in Article 9.0 of Ex. B until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8.  
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

(Paragraph Deleted)

(Paragraph Deleted)

(Paragraph Deleted)

(Paragraph Deleted)

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES - PHASE ONE

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

in R.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Stage Two and Future Stages

#### Construction Phase Services

§ 3.4.1 Future Stages: The Scope of Work for future stages shall be agreed upon in the future. It may include Bidding and Construction Administration Phase Services. Such phases, to be agreed upon may include:

#### § 3.4.1.1 Construction Phase Services

§ 3.4.1.2 The Architect to provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.3 The Architect to advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.4 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.



#### **§ 3.4.2 Evaluations of the Work**

**§ 3.4.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### **§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to



rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

**§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.4.6 Project Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1** Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include future stages: bidding phase, construction administration phase services, programming and design services of the Activity Building, environmental studies, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.  
*(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

**§ 4.2** The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

**§ 4.2.1** The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

**§ 4.2.2** The Architect has included in Basic Services two ( 2 ) visits to the site by the Architect during Stage One. The Architect shall conduct site visits in excess of that amount as an Additional Service.

**§ 4.2.3** The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

**§ 4.2.4** If the services covered by this Agreement have not been completed within N/A ( N/A ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services, subject to Article 32 of Exhibit B.



## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.



§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, and if the project bids more than 10 months after the Architect completes the construction documents, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the



Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4, or section 29 of Exhibit B.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement, except as provided for in Article 26 of Exhibit B. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 All Disputes shall be resolved in Accordance with Article 36 of Exhibit B.

##### § 8.1.2

*(Paragraph Deleted)*

##### § 8.2 Mediation

###### § 8.2.1 (Not Applicable)

*(Paragraphs Deleted)*

*(Paragraph Deleted)*

##### § 8.3 Arbitration

§ 8.3.1 See Article 36 of Exhibit B.

init.

(Paragraphs Deleted)

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, subject to Article 32 of Exhibit B.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, subject to Article 32 of Exhibit B.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. See also Article 29 of Exhibit B.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: NA. See Also Article 29 of Exhibit B.

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:



**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion, or as modified in the future.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the Navajo Nation.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**.1 Stipulated Sum**

**\$39,998.00**

*(Paragraph Deleted)*

Init.

(Paragraph Deleted)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

As negotiated or based on hourly rate in 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Programming/Site Selection Phase	\$4,000.00
Design Phase (Schematic Design, Design Development, and Geotechnical Investigation)	\$17,000.00
Construction Documents Phase	\$16,998.00
Navajo Nation Tax (5%)	\$2,000.00
Total Basic Compensation	\$39,998.00

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal	\$120.00/hour
Project Architect	\$85.00/hour
Project Manager	\$75.00/hour
Intern Architect	\$50.00/hour
Interior Architecture/Color/Finishes	\$50.00/hour
Administrative	\$45.00/hour

init.



**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** When approved by the Owner, Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 0 percent ( 0 %) of the expenses incurred.

**§ 11.9 Payments to the Architect**

**§ 11.9.1 Initial Payment**

An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

0 % per month

**§ 11.9.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.9.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

NA

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

init.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
2. Exhibit B Navajo Nation General Condition for AIA Construction Contract (NNSGCCC-AIA)
3. AIA A201 - 2007 "General Conditions of the Contract for Construction"

(Paragraphs Deleted)

(Paragraph Deleted)

This Agreement entered into as of the day and year first written above.

Navajo Nation, Russell Begay, President  
(Signature)

(Printed name and title)

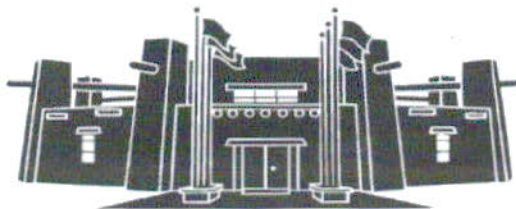
  
ARCHITECT (Signature)

Lee Gamelsky AIA, Principal  
Lee Gamelsky Architects PC

(Printed name and title)

init.





## MEMORANDUM

TO: Honorable Edmund Yazzie  
Churchrock, Iyanbito, Mariano Lake, Pinedale, Smith Lake and Thoreau Chapters

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

DATE: June 24, 2019

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND FINANCE COMMITTEES; APPROVING A CHANGE IN PROJECT TYPE IN RESOLUTION CAP-35-18; AMENDING THE PROJECT TYPE TO ADD DESIGN FOR THE SMITH LAKE CHAPTER BAY/SHOP BUILDING

I have prepared the above-referenced proposed resolution pursuant to your request for waivers of valuation and compensation and waiver of bond, insurance, or alternative form of security to the right-of-way that was approved by resolution RDCAU-65-18.

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).

Please ensure that his particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.