

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



June 14, 2022

IINA BA, INC
P.O. BOX 2606
FARMINGTON, NEW MEXICO 87499

ATTENTION: DUANE M. ASPAAS, PRESIDENT

REFERENCE: 164 Review 018171/Services Contract

Dear Duane:

Attached please find your copy of the approved Services Contract number (CO15372) with the Navajo Nation Environmental Protection Agency (EPA). The Contract has been awarded in the amount of \$333,589.00. The term of the contract will commence upon issuance of a Notice to Proceed and expires on September 30, 2022.

The above contract number must be referenced on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Valinda Shirley at 928-871-6652.

Sincerely,

A handwritten signature in blue ink that reads "J. Ben".

Jeremy Ben, Accounting Manager
OOC – Contract Administration

xc: Valinda Shirley, Navajo Nation EPA
Cherise Natani, Contract Accounting/Navajo Nation Office of the Controller-Fiscal Recovery Fund
Contract Folder: CO15372

NAVAJONATION OFFICE OF THE CONTROLLER

POST OFFICE BOX 3150 • WINDOW ROCK, AZ 86515 • PHONE: (928) 871-6308 • FAX: (928) 871-6026

SERVICES CONTRACT

ATTACHMENT A- Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereinafter called the "NATION" and Iina Baa, Inc. 1812 Schoefield Lane, Farmington, hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the "PARTIES." The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning within 15 days to proceed, and ending September 30, 2022.
2. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B - Scope of Work ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
3. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ 333,589.00, as per EXHIBIT A - Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the NATION.
4. **Authorized Representative.** The CONSULTANT shall work with the NNEPA Administration (Contracting Program), and its Authorized Representative, Valinda Shirley, Exec Dir, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Contract Number.** Contract Number C-_____ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The

CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the NATION is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to CONSULTANT, nor shall the NATION be responsible for remitting the employer's share of employment taxes to federal or state governments.

9. **The Nation's Ownership of Work Product.** The product(s) and title of the CONSULTANT'S work and services under this Contract shall be and will remain the property of the NATION. The NATION may use the work product for any purpose without prior approval or additional payment.
10. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The CONSULTANT agrees that the NATION may, at reasonable times, inspect the part of the plant or place of business of the CONSULTANT that is related to the performance of this Contract; and CONSULTANT further agrees that the NATION may, at reasonable times and places, inspect and audit the CONSULTANT'S books and records to the extent that such books and records relate to the performance of this Contract. The CONSULTANT shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, CONSULTANT agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the NATION may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the NATION may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the CONSULTANT'S final payment under this Contract.
11. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

Insert the NATION'S and the CONSULTANT'S contact and contact information:

<u>Accounting Supervisor</u>	<u>Navajo Nation EPA Administration</u>
<u>Contract Administration</u>	<u>Valinda Shirley</u>
<u>The Navajo Nation - OOC</u>	<u>P.O. Box 339</u>
<u>P.O. Box 3150</u>	<u>Window Rock, AZ 86515</u>
<u>Window Rock, AZ 86515</u>	<u>(928)871-7692</u>

NOTE: The final invoice will be due within thirty (30) days after the Contract ends.

12. **Indemnification.** The CONSULTANT agrees to hold harmless and indemnify the NATION against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the NATION or to the extent they result from the negligence of NATION officials or employees as provided for and in accordance with 1 N.N.C. §§551 *et seq.*
13. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. §223(F).

14. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
15. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
16. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. §§1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. §§601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. §§201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. §§3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §§3600 *et seq.*, and the Navajo Uniform Commercial Code, 5A N.N.C. §§1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
17. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
18. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. §§601 *et seq.*, and the Navajo Nation Sales Tax Regulations §§6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount

The CONSULTANT will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the NATION withholding amounts pursuant to this section in no way removes responsibility from the CONSULTANT as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The CONSULTANT is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To'Nanees'Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The CONSULTANT is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The NATION shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The CONSULTANT is solely responsible for the payment of all applicable taxes.

- 19. **Consultant Debarment; Suspension.** If the CONSULTANT in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. §§301, *et seq.*, the CONSULTANT is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
- 20. **Insurance Coverage.** The CONSULTANT shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program ("RMP") for the entire term of the Contract. The insurance coverage shall name the NATION as an additional insured as specified by the RMP, and the CONSULTANT shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five days of any change in the insurance policy. Proof of such insurance is attached as Exhibit C - Certificate of Insurance, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.
- 21. **Conflicting and Additional Terms.** Any additional terms and conditions of the CONSULTANT are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the CONSULTANT'S additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

SIGNATURES OF CONTRACT

For the Consultant:

For the Navajo Nation:

Duane Aspass, Owner
IINA BA, INC.
1812 Schoefield Lane
Farmington, NM 87401

1/19/2022
Date

Jonathan Nez, President
The Navajo Nation
Post Office Box 9000
Window Rock, AZ 86515

05-17-2022
Date

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME	<u>IINA BA, INC.</u>
ADDRESS	<u>1812 Schoefield Lane</u>
	<u>Farmington, NM 87401</u>
TELEPHONE NO.	<u>(505)327-1072</u>

Scope of Work

Project Title: Biological Reviews of Homesite Leases

A. Project Description & Scope of Work

a. Background

- i. The U.S. Congress recently passed, and the President signed, a \$2 trillion legislation to assist with COVID 19 impacts. The legislation includes over \$30 billion in funding for tribes. The Navajo Nation has received \$2.7 billion in funding. In addition, the Biden Administration has recently signed the Infrastructure Investment and Jobs Act Bill. This Bill has the potential for additional funding for the Navajo Nation. Funding may be used for water, electricity, broadband, housing, education, health, and economic development.**

b. Project Description

- i. As the Navajo Nation begins to administer the funding to mitigate the COVID 19, homesite leases will need to be processed and issued to families who require water, electricity, bathroom additions, and home improvements. IINA BA would assist the Navajo Nation Fish and Wildlife Department in reviewing homesite lease applications.**

B. General Tasks

- a. Provide support to the Navajo Nation Fish and Wildlife Department Manager and the Navajo Nation Department of Fish & Wildlife (NNDFW) personnel in expediting the Biological Review of Proposed Homesites.**
- b. Provide administrative assistance to the NNDFW and the Navajo Natural Heritage Program personnel with processing the Biological Clearance request.**
- c. Provide administrative assistance by processing and moving forward electronic requests from email platform to GIS supervisor for data request generation.**
- d. Draft Homesite Biological Clearance Form for Area 4-Community Development zone and other non-sensitive Area that does not require technical review.**
- e. Additional clerical tasks needed will be to respond to applicants, send hard copies to the applicant, electronic copy to Homesite Lease Office, and others as requested by NNDFW personnel.**
- f. Provide administrative recommendations when requested by NNDFW personnel.**
- g. Provide Navajo Nation employees with training as requested by the Navajo Nation Environmental Protection Agency and the NNDFW.**



iiná bá, Inc.

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February 9, 2022

Ms. Valinda C. Shirley – Executive Director
Navajo Nation Environmental Protection Agency
P. O. Box 339
Window Rock, AZ 86515

RE: Proposal Offer for Biological Support Services
NNDFW Homesite Review of Biological Documentation
American Rescue Plan Act (ARPA) Projects
Navajo Nation Indian Reservation
iiná bá, Inc. Proposal No.: P22-003-03

Dear Ms. Shirley:

iiná bá, Inc. (IBI) is pleased to offer the following proposal-related documentation pertaining to the above-referenced project effort.

The Scope of Services (SOS), inclusive of the Assumptions and Exclusions, is based on our review of the Scope of Work (SOW) for Biological Homesite Leases you provided on Tuesday, January 4, 2022 and on our knowledge and understanding of the intent of the subject effort (homesite leases).

PROJECT UNDERSTANDING

The following is our understanding of the subject effort:

- As the Navajo Nation begins to administer the funding to mitigate the COVID-19 virus, homesite leases will need to be processed and issued to families who require water, electricity, bathroom additions, and home improvements;
- As an essential component of these homesite leases, the review and approval of biological-related data and documentation pertaining to the perspective homesite lease area is required; and,
- It is the intent of the proposed support from IBI to help facilitate the review of this biological data in an effort to expedite approval (concurrence) such that the anticipated homesite project(s) can begin in a timely manner.

Maintaining Harmony Between Man and His Environment

iiná bá, Inc. 1812 Schofield Lane, Farmington, NM 87401 PO Box 2606 Farmington, NM 87499

Phone: (505) 327-1072 Fax: (505) 327-1517

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SCOPE OF WORK

Based on information you provided, we recognize that the potential Scope of Work (SOW) for supporting biological reviews and the Navajo Nation Fish and Wildlife Department (NNDFW) may be as follows:

- Provide support to the Navajo Nation Fish and Wildlife Department Manager and the NNDFW personnel in expediting the Biological Review of Proposed Homesites.
- Provide technical assistance to the NNDFW and the Navajo Natural Heritage Program personnel with reviewing the Biological Clearance request.
- Provide technical assistance as needed on homesites that are not approved. This task may include drafting technical memos, a biological survey if required, or recommendation of an alternative site near established homes or communities.
- Provide technical assistance to the NNDFW on review and determination that no biological resources will be impacted nor affected for the proposed 1-acre homesite.
- Additional clerical tasks needed will be to respond to applicants, send copies to the applicant, Navajo Land Department, Homesite Lease Office, and others as requested by NNDFW personnel.
- Provide technical recommendations when requested by NNDFW personnel.
- Provide Navajo Nation employees with training as requested by the Navajo Nation Environmental Protection Agency and the NNDFW.
- Provide scientific support.
- Provide administrative support when needed.

CONDITIONS AND ASSUMPTIONS

1. The exact effort required or necessary to provide specific support under this proposed SOW is currently unknown and will vary with the magnitude and/or complexity of the request;
2. Hourly rates and associated fees have been provided that can be used to prepare specific quotations for actual support requests as they become known;
3. Key personnel that are likely to provide support will include a Project Manager, Biologist, Administrative Support Staff, and Billing/Contract personnel. Additional scientific, engineering, or construction personnel are available upon request should specialty services or needs arise; and,
4. There will be a single Point of Contact (POC) within IBI for all support services offered or provided.

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FEE

We have prepared a standard labor rate sheet for all IBI personnel that specifically indicates which key personnel will be likely involved in providing the services under the subject SOW. In addition, supplemental costs and fees that may be associated with the subject effort (mileage, postage/printing/reproduction, vendors, etc.) are also provided for reference purposes.

PERFORMANCE SCHEDULE

We would be able to proceed immediately upon receiving a Notice to Proceed (NTP) and a signed contract. Services would be provided for the duration necessary to achieve final success of meeting all the goals and requirements of the NNFWD through completion of backlogged homesite reviews.

iiná bá, Inc. appreciates the opportunity to provide environmental services for the subject project. If you have any questions or comments concerning this proposal, feel free to call John R. Isham, CPG or me at (505) 327-1072.

Respectfully submitted,

iiná bá, Inc.

Duane M. Aspaas
President

Attachments: Labor Rate Schedule
 W-9
 Debarment Certification
 Certificate of Insurance
 Navajo Priority One Certification

Z:\05-Proposals\02-Active\03-Environmental\P22-003-03 NNEPA Support of NFWD Homesite Reviews 1-2022\Shirley NNEPA
Biological Support Proposal for NDFW 1-5-2022.doc

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iiná bá, Inc. 1812 Schofield Lane, Farmington, NM 87401 PO Box 2606 Farmington, NM 87499

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SERVICES CONTRACT

EXHIBIT A - Budget

FIRM NAME IINA BA, INC.
ADDRESS 1812 Schoefield Lane
 Farmington, NM 87401
TELEPHONE NO. (505)327-1072

ACCOUNTING CODES

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
<u>K211504 - 6530</u>	<u>Consulting Fee</u>	<u>\$278,150.00</u>
<u>K211504 - 6540</u>	<u>Consulting Expenses</u>	<u>\$ 38,750.00</u>
<u>K211504 - 6530</u>	<u>Taxes</u>	<u>\$ 16,689.00</u>

TOTAL CONSULTANT FEES AND EXPENSES: \$333,589.00

ATTACH A DETAILED BUDGET TO THIS EXHIBIT A USING THE FORMULAS BELOW.
The detailed budget total must match the totals above and the totals on Page 1 of the Contract.

\$294,839.00 K211504-6530-Cost Estimate-Fees

\$205.00 per day or per hour x 698.29 work days or work hours outside the Navajo Nation: \$ 143,150.00

\$217 per day or per hour x 622.12 work days or work hours within the Navajo Nation: \$ 135,000.00

6% Navajo Nation tax on fees for work within the Navajo Nation: \$ 16,689.00

Total Fees: \$ 294,839.00

\$38,750.00 K211504-6540-Cost Estimate-Expenses

Travel (5000 miles x \$.75 per mile): \$ 3,750.00

Meals (500.00 meals x \$ 15.00 per meal): \$ 7,500.00

Lodging (\$110.00 per night x 250.00 required overnight stays): \$ 27,500.00

Airfare (_____ \$ per trip x _____ trips): \$ _____

Materials, supplies, and goods (list each item and associated cost): \$ _____

Total Expenses: \$ 38,750.00

-cost breakdown calculation is in exhibit A, p 3-11-02

FEES - 6520		April	May	June	July	August	September		
		hrs	hrs	hrs	hrs	hrs	hrs		
Engineer I	\$105	107.9	110.39	120	120	120	120	698.29	73,320.45
Project Surveyor	\$100	107.9	110.39	120	120	120	120	698.29	69,829.00
sub-total:	\$205							1396.58	143,149.45
Project Manager	\$147	150	150	150	150	150	150	900	132,300.00
Admin Assistant	\$70	6	6.57	6.5	6.5	6.5	6.5	38.57	2,699.90
sub-total:	\$217							938.57	134,999.90
								Total:	278,149.35
								6% tax	16,688.96
								GT	294,838.31
EXPENSES - 6530									
Lodging		days	days	days	days	days	days		
Engineer I	\$110	13	14	14	14	14	14	83	9,130.00
Project Surveyor	\$110	13	14	14	14	14	14	83	9,130.00
Project Manager	\$110	13	14	14	14	14	15	84	9,240.00
	330							250	27,500.00
Meals		nights	nights	nights	nights	nights	nights		
Engineer I	166.67	2	2	3	3	3	2	15	2,500.05
Project Surveyor	166.67	2	2	3	3	3	2	15	2,500.05
Project Manager	166.66	2	2	3	3	3	2	15	2,499.90
	500								7,500.00
Mileage									
Estimated mileage	0.75	833.33	833.33	833.33	833.33	833.33	833.35	5000	3,750.00
all over the									
reservation for 6 mos									
									38,750.00
								GT	\$ 333,588.31

Bid Summary: Navajo Nation Biological Evaluation Support Services 1-2022

LABOR

	OPERATION	# OF UNITS	TOTAL
1	Engineer I	698.29	\$73,320.45
2	Project Surveyor	698.29	\$69,829.00
3	Project Manager	900	\$132,300.00
4	Admin Assistant	38.57	\$2,699.90
	TOTAL LABOR		\$278,149.35

MATERIALS

	MATERIAL	# OF UNITS	TOTAL
1	Lodging	250	\$27,500.00
2	Meals	45	\$7,500.00
3	Mileage	5,000	\$3,750.00
	TOTAL MATERIALS		\$38,750.00

SUBCONTRACTORS

	SUBCONTRACTOR NAME	TOTAL
	TOTAL SUBCONTRACTORS	\$0.00

TOTAL BEFORE TAXES	\$316,899.35
NAVAJO NATION BUSINESS ACTIVITY TAX (6.0%)	\$16,688.96
GRAND TOTAL	\$333,588.31



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iiná bá, Inc.

**ENGINEERING, ENVIRONMENTAL, LAND SURVEYING, & GIS
STANDARD HOURLY BILLING RATE SCHEDULE
NNEPA SUPPORT OF NDFW HOMESITE REVIEWS - 2022**

PERSONNEL	FEE/HR
Principal	\$198
Project Manager*	\$147
Scientist III	\$194
Scientist II*	\$144
Scientist I*	\$97
Technician III	\$117
Technician II	\$96
Technician I	\$78
Engineer III	\$214
Engineer II	\$155
Engineer I	\$105
Design Engineer	\$102
Professional Land Surveyor	\$125
GIS Specialist III	\$155
GIS Specialist II	\$113
GIS Specialist I*	\$89
Project Surveyor	\$100
3-Person Survey Crew w/GPS	\$272
2-Person Survey Crew w/GPS	\$211
1-Person Survey Crew w/ GPS	\$134
1-Person Survey Crew w/ Robotic Station	\$155
2-Person Survey Crew w/ UAV	\$238
3-Person GIS Crew w/Mapping Grade-GPS	\$240
2-Person GIS Crew w/ Mapping Grade-GPS	\$180
1-Person GIS Crew w/ Mapping Grade-GPS	\$120
Administrative Specialist*	\$70

***Key labor categories anticipated for subject support effort.**

Terms: NET 30 days. Accounts over 30 days past due will accrue interest at the rate of 1.5% per month. Applicable gross receipts tax is in addition to the above charges.

The above stated Standard Rates are for billing on typical projects completed on standard work schedules. Expert witness fees and overtime rates will be negotiated on a case-by-case basis. Labor billing rates for typical standard projects will not be in excess of the stated rates. Other rates may be negotiated on a project specific basis.

Sub-consultants services required for execution of projects, and approved by the client will be billed at invoice plus 15%.

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GPS crew rates include all survey equipment. **Vehicle mileage** for travel will be charged at \$0.75/mile (adjustable) per current GSA rate schedule. **Materials** will be charge at \$100.00/Day.

Per Diem Charge for over-night project related travel will be charged at \$151.00/day/person (seasonally/locale adjustable) per current GSA rate schedule. **Travel time** is charged from our office to the job site at above stated rates.

Direct Project expenses, i.e., copying and reproduction cost, filing fees, etc, will be billed at invoice cost plus 15%.

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME	<u>IINA BA, INC.</u>
ADDRESS	<u>1812 Schoefield Lane</u>
	<u>Farmington, NM 87401</u>
TELEPHONE NO.	<u>(505)327-1072</u>

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.



Navajo Natural Heritage Program Data Sharing Agreement



Any data, information, or knowledge whether verbal or tangible hereafter to be referred to as deliverable(s), is for the express utilization and purpose of this agreement as part of Services Contract number C015372 between iina ba, Inc. and Navajo Nation EPA.

Recipient Project Description: Assistance with Navajo Nation biological reviews for the protection of Navajo Threatened and Endangered species on behalf of the Navajo Natural Heritage Program.

Conditions: No part of the deliverables (specifically, Navajo Natural Heritage Program element occurrence records) may be transferred to another organization, entity, or person not authorized in this agreement. The deliverables may not be used for any other purpose than the uses specified in this agreement, and use of the deliverables must cease on the expiration date of the agreement, if the agreement has not been renewed. Agreement expiration dates may be extended by the generation of a new data sharing agreement.

Information related to the location, condition, abundance, and potential habitat for Navajo Endangered Species List (NESL) species collected by the Navajo Natural Heritage Program and shared with iina ba, Inc. is for temporary use and will not become part of iina ba, Inc.'s records. Authorized recipients for data shared under this agreement are strictly limited to John Isham, Project Manager, and the subcontracted Biologist and Botanist approved by Navajo Natural Heritage Program (NNHP). All data shared by the Navajo Natural Heritage Program will be deleted from iina ba, Inc. records immediately after the purpose for data sharing has been fulfilled.

Need / Purpose for Data: Due to ARPA funds received by the Navajo Nation for infrastructure projects coupled with staff capacity limitations, the Navajo Natural Heritage Program (NNHP) is in need of immediate administrative and technical assistance for Biological Clearances. iina ba, Inc. has been retained to provide reviews of development projects requiring Biological Resource Clearance Forms (BRCFs) to comply with Navajo environmental regulations and policies regarding rare and sensitive species. In order to complete the scope of work under contract number C015372, iina ba, Inc. staff need access to NESL species information.

Data shared under this agreement shall be used only for assisting NNHP with the following tasks:

- 1) Fieldwork related to habitat assessments or surveys for NESL species pertaining to homesite clearances, project-specific site reviews, and project compliance checks.

- 2) Desktop assessment of NESL species impacts through review of Biological Evaluations, survey reports, habitat assessments, Project Specific Reviews, homesite lease requests.
- 3) Drafting Biological Resource Compliance Forms (BRCFs) and Homesite Biological Clearance Forms (HSBCFs).
- 4) Checking our NNHP's internal email for environmental reviews, communicating with project sponsors, ensuring all needed documents are received, ensuring payments are received.
- 5) Working with NNHP technical review staff to complete review-related tasks as needed.

Agreement Expiration Date: September 30, 2025

Deliverable Description: Data considered "sensitive" by the Navajo Natural Heritage Program. This includes (but is not limited to) NNHP-collected data on the location, distribution, condition, and abundance of federally listed or candidate species on the Endangered Species List which occur on the Navajo Nation in the state of Arizona, Utah, and New Mexico.

The following data shall be shared under this agreement:

- 1) Biological Resource Land Use Clearance Policies and Procedures (RCP) shapefile showing designated wildlife sensitivity zones.
- 2) Species potential habitat shapefiles for all NESL plant species and all NESL wildlife species.
- 3) All Element Occurrence records for all NESL plant and animal species occurring on the Navajo Nation; **excluding** the following species:
 - a. Golden and Bald Eagles
 - b. Ferruginous Hawk
 - c. Mexican Spotted Owls
- 4) Raptor Electrocutation Areas
- 5) Species distribution models and refined potential habitat spatial data for select NESL species.
- 6) Critical big game habitat locations, at the discretion of Jess Fort, NNDFW Wildlife Biologist.

The following data **shall NOT** be shared under this agreement:

- 1) Species information relevant to the Navajo/Hopi Collection Area, Exhibit B1.
- 2) Mexican Spotted Owl PAC Information.

Deliverable Expense: None

Authorized Deliverable Users: John Isham, Project Manager; Contracted Biologist; Contracted Botanist, iina ba, Inc. 1812 Schofield Lane, Farmington, NM 87401.

Data Sharing Agreement Extension: No

Previous Data Sharing Agreement: None

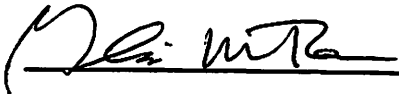
Recipient Signatures



Date

December 6, 2022

NNDFW Director



12/7/22

NNHP Manager



12/6/2022

The Navajo Nation

Contract and Purchase Certification Certificate of Eligibility

Certificate No. 0721/8041



INA BA, INC - PROFESSIONAL SERVICES - All NEPA Compliance: EAs EISs, Bio, Arch, T&E, Phase I/II, ESAs; Hydro Investigations Soil & Ground Water Remediation; Hazardous Mat. Management; Wetland; ACOE 401/404 Permits; SPCC Plans, SWPS; HSS Plans, Haz. Mat. Spill Response & Assessment; USTs (Uranium/UNTRA); Soil/Water Sampling; Asbestos/Lead Sampling, Analytical Lab Services, Water Treatment; Wastewater; Sewer Sys/Airport/Hwy Design; Subdivision, Site Grading & Drainage, Surveying Topo & Boundary Surveys, Drainage Analysis; Land Surveying, Construction Staking, Civil Engineering, Surveying/Drafting, IT Services and A/E Services

Priority No. 1

TO ALL PERSONS DOING BUSINESS ON THE NAVAJO NATION:

The above named entity is hereby certified, in accordance with the Navajo Business Opportunity Act, Title 5, Chapter 2, § 204 (A) (1) & (2), as a Navajo or Indian Owned Business and being duly certified with this Office, shall be afforded all economic opportunities pursuant to the Navajo Nation Council Resolution CAP-37-02.

A certified business entity is one owned by an Enrolled Member of the Navajo/Other Indian Tribe and is at least 51% or more Navajo/Indian owned and controlled.

ONE HUNDRED (100%)
PERCENTAGE OF BUSINESS OWNERSHIP

7/23/2021
DATE OF CERTIFICATION

7/22/2022
EXPIRATION DATE

Notah C. Silversmith, Department Manager

Business Regulatory Department
Division of Economic Development

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME	<u>IINA BA INC.</u>
ADDRESS	<u>1812 Schoefield Lane</u>
	<u>Farmington, NM 87401</u>
TELEPHONE NO.	<u>(505)327-1072</u>

FOR INTERNAL GUIDANCE ONLY - Include in this section:

- 1. The Consultant's Certificate(s) of Insurance, and**
- 2. The Risk Management Program's (RMP) signed Memorandum which indicates that this particular Certificate of Insurance meets RMP's minimum insurance requirements.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poms & Associates Insurance Brokers 201 3rd Street NW, Suite 1400 Albuquerque NM 87102		CONTACT NAME: Connie Semanco PHONE (A/C, No, Ext): (800) 898-6236 E-MAIL ADDRESS: CSemanco@pomsassoc.com FAX (A/C, No): (505) 797-1432	
INSURED IINA BA Inc. 1812 Schofield Lane Farmington NM 87401		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co NAIC # 41297 INSURER B: National Indemnity Co 20087 INSURER C: New Mexico Premier Insurance Company 13675 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21-22 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	VRS0005653	12/23/2021	12/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			70APB004934	09/03/2021	09/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			VES0003600	12/23/2021	12/23/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	98479.104	07/15/2021	07/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			VRS0005653	12/23/2021	12/23/2022	Each Claim 1,000,000 Aggregate 2,000,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Navajo Nation EPA PO Box 339 Window Rock AZ 86515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ina ba, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 2606

6 City, state, and ZIP code

Farmington, NM 87499

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

	-		-	
--	---	--	---	--

OR

Employer identification number

8 5 - 0 4 2 9 5 7 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Eduardo Acosta

Date ▶ 1/5/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**NAVAJO NATION CERTIFICATION
Regarding Debarment and
Suspension**

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

lina ba, Inc.


1812 Schofield Lane

Farmington, NM 87401

Name & Signature of Applicant

Duane Aspaas

Type or Print Name


Signature

Date 1/5/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poms & Associates Insurance Brokers 201 3rd Street NW, Suite 1400 Albuquerque NM 87102		CONTACT NAME: Connie Semanco PHONE (A/C No. Ext): (800) 898-6236 FAX (A/C No.): (505) 797-1432 E-MAIL ADDRESS: CSemanco@pomsassoc.com	
INSURED IINA BA Inc. 1812 Schofield Lane Farmington NM 87401		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Scottsdale Insurance Co	NAIC # 41297
		INSURER B: National Indemnity Co	NAIC # 20087
		INSURER C: New Mexico Premier Insurance Company	NAIC # 13675
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISUR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	VRS0005653	12/23/2021	12/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			70APB004934	09/03/2021	09/03/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VES0003600	12/23/2021	12/23/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	98479.104	07/15/2021	07/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			VRS0005653	12/23/2021	12/23/2022	Each Claim 1,000,000 Aggregate 2,000,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Navajo Nation EPA
PO Box 339

Window Rock

AZ 86515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ina ba, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 2606

6 City, state, and ZIP code

Farmington, NM 87499

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-						
--	--	--	--	---	--	--	---	--	--	--	--	--	--

or

Employer identification number

8 5 - 0 4 2 9 5 7 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Eduardo Aguilar

Date ▶ 1/5/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**NAVAJO NATION CERTIFICATION
Regarding Debarment and
Suspension**

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

ina ba, Inc.

1812 Schofield Lane

Farmington, NM 87401

Name & Signature of Applicant

Duane Aspaas

Type or Print Name


Signature

Date 1/5/2022