

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 Nations Gas Technologies, Inc, 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 February 6, 2023, and ending September 30, 2023.
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 \$ 2,232.94, 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 Fiscal Recovery Fund Off (*Contracting Program*), and its Authorized Representative, Tom Platero, Executive Direct, 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:

<i>Insert the NATION'S and the CONSULTANT'S contact and contact information:</i>	
<u>Fiscal Recovery Fund Office</u>	<u>Nations Gas Technologies, Inc</u>
<u>Attn: Tom Platero</u>	<u>Attn: Tonya Fusion</u>
<u>Post Office Box 2469</u>	<u>Post Office Box 783</u>
<u>Window Rock, Arizona 86515</u>	<u>Navajo, New Mexico 87328</u>
<u>928-309-5532</u>	<u>505-777-2291</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

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 THE CONTRACT

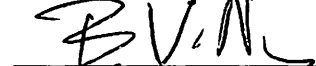
For the Consultant:



Tonva Fuson FUSON INC
Nations Gas Technologies, Inc
Post Office Box 783
Navaio, NM 87328

2/13/23
Date

For The Navajo Nation:



Branch Chief
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

FEB 14 2023
Date

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME	<u>Nations Gas Technologies, Inc</u>
ADDRESS	<u>Post Office Box 783</u>
	<u>Navajo, NM 87328</u>
TELEPHONE NO.	<u>505-777-2291</u>



Fiscal Recovery Fund Office

Scope of work – Gas Services Set up

Scope of work: The Fiscal Recovery Fund Office is requesting for services to inspect gas set up, prepare and install riser connects, new pipe installation and configuration, and gas services for a mobile home located at the Window Rock Airport. The contractor will provide labor and materials to install gas tank unit, pipe installation and configurations and gas connections for mobile home trailer in accordance with applicable specification and codes.

Location: The contractor will furnish all equipment, materials, and labor necessary to complete the connection of gas services.

Demolition: The contractor will furnish all equipment, materials, and labor necessary to complete the installation of the gas connection project.

Propriety Product and Equipment: All gas units' installation and equipment shall not be propriety for all information relating to the equipment and installation upon completion shall become property of the Navajo Nation to include any software or codes used for the maintenance or repair for the system.

Training: Thorough training shall be furnished to the Fiscal Recovery Fund Office, Division of General Services, and Employee Housing Program by the contractor on the installed equipment and materials upon completion of each gas unit or connection installed.

Electrical: The contractor will furnish all labor and materials necessary to complete the electrical work related to installation of gas services: This includes:

- Installation of new wiring
- Installation and fabrication of all stands
- Other recommendations to comply with applicable specification and codes

Balancing: The contractor will furnish all labor and provide applicable local utility company requirements and certification. The contractor will be responsible to have all units running efficiently at final walk through.

Clean up: The contractor will be responsible for all construction related to clean up and debris disposal. Contractor will also isolate work areas to minimize impact to non-work-related space; however, some dust and debris can be expected.

Miscellaneous: Contractor will supply all screws, nails, adhesive, caulking, roofing curb, deflectors, fabrication, tape, and cement to seal all joints and penetrations, roof caps, electrical wires, and categorical parts required to complete this project. All building penetrations must be sealed tight to avoid leaks and air infiltration.



Fiscal Recovery Fund Office

Scope of work – Gas Services Set up
 Budget Summary

The Fiscal Recovery Fund Office is entering into a service contract with Nations Gas Technologies, Inc. to install and connect gas services. The contractor will provide labor and materials to install and connect gas services to a mobile home trailer located at the Window Rock Airport. Provided is a proposed budget summary with Nations Gas Technologies, Inc:

1. Proposed budget in the amount of \$2,232.94
 - a. Labor – Technician will initiate inspection of mobile home trailer at 16 hours at a rate of \$90 per hour with a total amount of \$1,440.00

Labor	\$90.00 per hour @ 16 hours	\$1,440.00
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 - b. Travel, equipment and miscellaneous – Technician will travel from company site location to Window Rock Airport to initiate inspection of gas line services for mobile home trailer total amount at \$121.00

Mileage & Equipment	\$121 per day @ 1 Day	\$ 121.00
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 - c. Materials – Technician will provide parts and material to install and connect gas services for mobile home trailer for a total amount of \$124.24

Parts and Materials	Estimated @ 113.20	\$ 124.24
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 - d. Overhead Cost will be at 25% of Labor, travel, and materials combined

Overhead Cost	\$1,685.24 @ 25%	\$ 421.31
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 - e. Navajo Nation Sales Tax will be at 6% of the total cost of the Gas Services

Sales Tax	\$2,106.55 @ 6%	\$ 126.39
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Nations Gas Technologies

PO BOX 783, NAVAJO, NM 87328
 Residential (505) 777-2291 | Commercial (505) 777-2542
 www.NationsGasTech.com

Native American Owned/Operated | HubZone Certified | #1 Navajo Preference

AZ & NM Licensed — Insured — Bonded — Since 1998

ESTIMATE FOR SERVICES	ISSUE DATE	01/25/2023	WORK ORDER #	Stubout Extension
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Client Name	Max Bighorse, Civil Engineer	Bill to: (Name, Billing Address)	PO Box 2469 Window Rock, AZ 86515
Client Phone	505-413-0990		
Client Email	mlbighorse@navajo-nsn.gov		

Order Date	1/5/2023	One-time/Recurring		Start Date	TBD	End Date	TBD
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SCOPE OF WORK
<ol style="list-style-type: none"> 1. contact customer and gain acces to facility. 2. Inspect all gas piping under the trailer to see where connections can be made. 3. Cut existing piping near proposed stubout location for riser connection, install viega mega press tee. 4. Cut section of new pipe for installation. 5. Use 90 degree elbows to connect the stubout to gas riser. 6. Install air test block and pressurize system to 15 PSI gauge and monitor for 15mins to ensure there are no leaks present. 7. Once pressure test passes, purge air from system and make connections from stubout to gas riser. 8. Activate gas and purge from the furthest appliance. 9. Light up all appliances and check all burners for correct gas and air mixture. 10. Inform customer of work completed and provide them with a copy of the pressure test form.

SPECIAL NOTE, COMMENT, OR INSTRUCTIONS
<p>***Note: Quote is for Stub out extension Only.***</p> <p>***Note: All parts and material are included in quote to run new section of piping to gas riser.***</p> <p>***Note: If conversion is needed for appliances, it will be at an additional cost. Not included in quote.***</p> <p>***Note: Any additional work needed will be charged on a time and material base, upon customers signed approval.***</p>

PROJECT DRAWING OR MAP

TERMS AND CONDITIONS
<p>This estimate is not a bill or contract; it is the best approximation of the total cost to complete the project based on the initial inspection. The price will change if additional work or materials are required, or if other expenses are incurred. Any additional costs will be presented to you for inspection and authorization before proceeding with work. Partial invoices may be assessed throughout the project. All invoices are to be paid Net 30.</p> <p>This estimate is void after 15 days from the date of issue.</p>

LABOR OR SERVICE	HOURS	RPH	AMOUNT	TRAVEL, EQUIPMENT, MISCELLANEOUS	QTY/UNIT	PPU/RPU	AMOUNT
Technician Rate	16	\$90.00	\$1,440.00	Mileage and Equipment	1	\$121.00	\$121.00
TOTAL			\$1,440.00	TOTAL			\$121.00

MATERIALS							
DESCRIPTION	QTY/UNIT	PPU/RPU	AMOUNT	DESCRIPTION	QTY/UNIT	PPU/RPU	AMOUNT
Parts and Material	1	\$124.24	\$124.24				
TOTAL							\$124.24

Estimate Prepared by: (Name, Title)	Tonya Fuson, Construction Manager	DATE	01/25/2023
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Customer Name		SUBTOTAL	\$1,685.24
Authorized Signature		O/P	25.00% \$421.31
Date			\$2,106.55
Signing this document confirms acceptance of the estimate, and authorizes Nations Gas Technologies, Inc. to begin work.		LABOR DISCOUNT	
		SUBTOTAL LESS DISCOUNT	\$2,106.55
		TAX DUE (Navajo Nation Tax)	6.00% \$126.39
		EST. TOTAL DUE	\$2,232.94

CHANGE ORDER DESCRIPTION OF WORK
#REF!

LABOR OR SERVICE	HOURS	RPH	AMOUNT	MISCELLANEOUS & EQUIPMENT CHARGES	QTY/UNIT	PPU/RPU	AMOUNT

MATERIALS							
DESCRIPTION	QTY/UNIT	PPU/RPU	AMOUNT	DESCRIPTION	QTY/UNIT	PPU/RPU	AMOUNT

TOTAL ADDITIONAL LABOR, MATERIALS, MISC	
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Authorized Signature	An authorized signature is an acknowledgement that the "Change Order" costs are an estimate only and that the actual costs will be added to the invoice. It also authorizes Nations Gas Technologies, Inc. to begin work on the additional service.
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SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME	<u>Nations Gas Technologies, Inc</u>
ADDRESS	<u>Post Office Box 783</u>
	<u>Navajo, NM 87328</u>
TELEPHONE NO.	<u>505-777-2291</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 NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract:
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor:
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals:
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Aaron Rosetta
Applicant Name

Route 12, Mill Road
Applicant Address

Po Box 783
Applicant Address

Navajo NM 87328
Applicant Address

Ivan Lee
Name of individual signing on Applicant's behalf (print)

Compliance & Deputy GM
Title of individual signing on Applicant's behalf

Ivan Lee
Signature of individual signing on Applicant's behalf

02/02/23
Date

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.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. NATIONS GAS TECHNOLOGIES, INC.	
	2 Business name/disregarded entity name, if different from above NATIONS GAS TECHNOLOGIES, INC.	
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 783	Requester's name and address (optional) NAVAJO NATION FISCAL RECOVERY FUND OFFICE P.O. BOX 2469 WINDOW ROCK, AZ 86515
6 City, state, and ZIP code NAVAJO, NEW MEXICO 87328		
7 List account number(s) here (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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">4</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">6</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> </tr> </table>	Social security number																				OR										Employer identification number										8	5		0	4	5	2	7	6	8
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Employer identification number																																																			
8	5		0	4	5	2	7	6	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 ▶
	Date ▶ <u>02/02/2003</u>

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-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.



PHYSICAL
Navajo Rte 12, Mill Road
Navajo, NM 87328

MAILING
PO Box 783
Navajo, NM 87328

RESIDENTIAL PROPANE
(505) 777-2291

COMMERCIAL PROPANE
(505) 777-2542

LPG/LNG CONSTRUCTION
(505) 777-2450

Serving the Four Corners, Navajo, Hopi, and Zuni Since 1998

Native American Owned & Operated | Small Disadvantaged Business
#1 Navajo Nation Business Preference | HubZone Certified
Arizona and New Mexico, Licensed, Insured, and Bonded

NationsGas.com @NationsGas

QUALIFICATION STATEMENT

Principal(s): Aaron Rosetta, President/CEO/Co-Owner Lupe Rosetta, Founder & Board Member
Tina Lee Rosetta, Co-owner Andrea Rosetta, Co-Owner

Company Name: Nations Gas Technologies, Inc. **Telephone:** (505) 777-2291/2510
Address: P.O. Box 783 **Fax:** (505) 777-2394
Navajo, NM 87328 **E-Mail:** nationsgas@gmail.com
SIC Codes: 1600, 1623, 1700, **Website:** nationsgastech.com
4900, 4924, 4932 **Cage Codes:** 1F6U8
NAICS: 237120, 424710, 213112, 221210, 236210, 237110, 238190, 238220, 238990, 454310, 541990. **DUNS#:** 025191276
Classification(s): CCR (S.A.M.) Registered Company, 100% Native American Owned Business, Locally Owned and **UEI ID#:** FF4EWX4WB1Y1
Operated, Navajo Nation Business Preference (#1 Priority), SDB (Small Disadvantaged Business),
8a Program Graduate, HUB Zone & SBA Certified

Bonding Agency: HUB International, Albuquerque Branch, NM (Approx. Capacity= \$2,000,000)

Contractor License Numbers: AZ-K37-146461, AZ-A12-165100, NM-80276, NM-36105,
NN-0819-1064, LP 3S, LPO5, LPO6; HAZMAT Reg# 061010 01 018S,
Hopi License #BLO20-172, NN Biz Regulatory # 0819-1064
Kayenta Township 232.

Qualification: Qualified to work on Federal, State, and Tribal Jurisdictional and Non-Jurisdictional facilities,
Arizona Corp. Commission (ACC) compliant, Navajo Tribal Utility Authority (NTUA) compliant
Federal D.O.T (C.F.R) compliant, National Fire Protection Agency (NFPA) compliant, New
Mexico LP Bureau compliant

Company Background:

Nations Gas Technologies, Inc. (NGTI) is a Native American owned, operated, licensed, insured, and bonded corporation. NGTI provides the following services: A.) Propane and Natural Gas Pipeline Design and Construction. B.) Maintenance, repairs, alterations, conversions. C.) Mandatory underground and aboveground gas pipeline inspection and testing to meet Federal, State, and Local code requirements. D.) Propane Fuel Sales, Products, and Services.

Nations Gas Technologies, Inc. has been in operation since March 1998. NGTI is licensed in the States of New Mexico, Arizona, the Navajo Nation, and other Indian Nations. All NGTI Services meet and exceed Federal and State Code requirements, such as 49 C.F.R. 190-195, U.M.C., U.P.C., N.F.P.A., ACC (Arizona Corporation Commission), NMCC (New Mexico Corporation Commission) and Navajo Tribal Utility Authority (NTUA). Nations Gas services are also covered on the Zuni Reservation including business operations on the Hopi Reservation.



Nations Gas Technologies, Inc. is certified to work on high pressure to low pressure gas utility pipelines. Sizes ranging from ½" to 6" pipelines; from one house service line extension to miles of pipeline that may be steel or polyethylene. The following highlights just some of NGTI's utility expertise:

- Natural Gas & Propane Pipeline Design and Construction
- Propane Fuel Sales
- Propane Tank Farm Installation Residential and Commercial (250 Gallons to 120,000 Gallons)
- Gas Leak Survey/Inspection/Testing
- Existing Pipeline Repairs & Alteration
- Utility Locating & Mapping
- Natural Gas & Propane Pipeline Safety Testing & Certification
- Plumbing & Pipe Fitting Commercial & Residential
- Certified Steel Welding & Fabrication
- Certified Fusion Technicians
- Cathodic Protection Testing & Installation
- Natural Gas & Propane Operation, Maintenance, and Emergency Response Plans
- Complete State & Federal Compliance Procedure

Construction Department Credits:

Ivan Lee:

- JG #386424 - NM Journeyman License
- LP5 #364257 - NM Installation, Service and Repair License
- LP6 #364258 - NM Installation, Service and Repair of Mobile Units License
- Energy WorldNet Training: #416709

Tonya Fuson:

- LP5 #405319 - NM Installation, Service and Repair License
- LP6 #405396 - NM Installation, Service and Repair of Mobile Units License
- Energy WorldNet Training: #130514
 - Measure Atmospheric Corrosion
 - Install of steel pipe in a ditch
 - Backfilling
 - Maintenance of service valves upstream of customer meter
 - Installation and maintenance of casing spacers, vents and seals
 - Perform visual inspection of installed pipe and components for mechanical damage
 - Measure external corrosion
 - Measure and characterize mechanical damage on installed pipe and components.

Velvann Henry:

- LP5 #405320 - NM Installation, Service and Repair License
- LP6 #405829 - NM Installation, Service and Repair of Mobile Units License
- Energy WorldNet Training: #649835
 - Abnormal operating conditions
 - Inspect or test cathodic protection bonds
 - Perform visual inspection for atmospheric corrosion
 - Measure external corrosion
 - Measure atmospheric corrosion
 - Perform leak test at operating pressure
 - Join plastic pipe using electrofusion
 - Perform inside gas leak investigation
 - Perform outside gas leak investigation
 - Perform visual inspection of buried pipe and components when exposed
 - Measure characterize mechanical damage on installed pipe and components
 - Perform visual inspection of installed pipe and components for mechanical damage

Brent Manyows:

- Energy WorldNet Training: #290883
 - Perform visual inspection for atmospheric corrosion
 - Measure external corrosion
 - Measure atmospheric corrosion
 - Perform leak test at operating pressure
 - Join pipe using compression couplings
 - Perform inside leak investigation
 - Perform visual inspection of installed pipe and components for mechanical damage

John Castillo, Jr.:

- Energy WorldNet Training: #399667
 - Abnormal operating conditions
 - Measure atmospheric corrosion
 - Open close valves manually
 - Join plastic pipe using electrofusion
 - Install steel pipe in a ditch
 - Install tracer wire
 - Perform inside gas leak investigation
 - Perform outside gas leak investigation



Personnel:

Founder, Lupe Rosetta of Santo Domingo Pueblo, New Mexico has been living within the Navajo Nation in Navajo, New Mexico for approximately 35 years. Lupe began his career as a certified pipeline welder and later retired from the local gas utility company, where he established some of the Gas Department's procedures to comply with changing DOT regulations. Lupe was the primary founder of Nations Gas Technologies, providing all the intellectual, human, and financial capital for the business at its inception.

Owner, Tina Lee Rosetta of the Navajo Indian Tribe was born and raised within the Navajo Nation in Navajo, New Mexico where she currently resides. Tina was also the primary founder of Nations Gas Technologies, she provided all the intellectual capital, human capital, and had experience to operate as the bookkeeper and office manager for the business at its inception.

Owner, Aaron Rosetta of Santo Domingo Pueblo/Navajo Indian Tribe operates as the General Manager for the business and currently lives in Gallup, New Mexico. He has worked part-time for the company since 1998 and finally joined the team (full-time) in 2007.

The staff of approximately 30 persons consists of the General Manager/CEO, Compliance and Deputy General Manager, Administration/HR Manager, Construction Department Manager, Marketing & Sales Manager, Propane Department Manager, Propane/Natural Gas Service Technicians, CDL Operators, Certified Welders, and Fabricators, In-house Accounting and Bookkeeper, Laborers, IT Department and miscellaneous Consultants.

Principals:

Over 35 Years Industry Experience
Certified Pipeline Welder
AAS- Total Quality Management (TQM)
BS - Finance
BA - Economics
Pipeline Damage Prevention Certificate
NTUA- Operator Qualified
NGPA- CTEP Certified
Fisher Gas Regulator Training
Blackmer Pump Training
DOT Pipeline Safety Seminar Certificate
Gas Leakage Management Certificate

Gas Line Locating Certificate
Gas Leak Testing/Pressure Testing Certificate
Aridland OQ Program Certified
Performance Pipe Fusion Certificate
Crow Company PE Pipe Fusion Certificate
Central Plastics Fusion Certificate
Permasert & Permalock Qualified
Member of National Propane Gas Association
Member of New Mexico Propane Gas Association
Arizona Corporation Commission Master Meter Operator Certificate



Professional Reference(s): (Additional Information Available Upon Request):

- C3- Design Build, LLC Jason Ward, Project Manager Site Utilities- Nat/Propane Gas
- Hill AFB, Hill, UT Yuen, Christopher S 1stLt USAF AFMC AFSC OL:H/PZIOA Gas Leak Survey
- Cannon AFB, Clovis, NM USAF AFSOC 27 SOCONS/AFLT- Gas Leak Survey and Gas Line Install
- Bureau of Indian Affairs- Navajo Regional Office, Gallup, NM Navajo Nation Gaming Enterprise- Twin Arrows Casino Propane Utility Design Consultant for Facility
- Dine College, Tsaile, AZ
- Indian Health Services- Four Corners Region
- Native American Services Corp. (NASCO), Albuquerque, NM
- Saigan Construction Co., Corrales, NM
- Kitchell Construction, Phoenix, AZ
- Bureau of Indian Affairs, Four Corners Region
- Wide Ruins Community School Propane Fuel Contract
- Rough Rock Community School, Rough Rock AZ
- Dial Mechanical, Flagstaff, AZ
- Navajo Nation Shopping Centers Inc, Window Rock, AZ
- FCI Constructors, Inc.,
- Litchfield Park, AZ
- Navajo Nation, Department of Economic Development
- Sage Memorial Hospital, Ganado, AZ
- Navajo Nation, Chapter Government
- Navajo Nation, LIHEAP Program
- Navajo Nation, Head Start Program
- Navajo Nation, Senior Citizens Program
- Navajo Housing Authority- Construction and Engineering Department
- Gallup McKinley County Schools, Gallup, NM
- Window Rock Unified School District, Window Rock, AZ
- Tuba City School District, Tuba City, AZ
- Zuni Public Schools District, Zuni, NM
- Cedar School District, Keams Canyon, AZ
- Central Consolidated Schools, Shiprock, NM
- Red Mesa Unified School District #17, Red Mesa, AZ
- Pinon School District, Pinon, AZ
- Kayenta Community School, Kayenta, AZ
- Kayenta Township, Kayenta, AZ
- Souers Construction, Albuquerque, NM
- Fort Bliss AFB in El Paso TX
- Davis-Monthan AFB in Tucson AZ
- Holloman AFB in Alamogordo NM
- Luke AFB in Phoenix AZ
- Kirtland AFB in Albuquerque NM

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME	<u>Nations Gas Technologies, Inc</u>
ADDRESS	<u>Post Office Box 783</u>
	<u>Navajo, NM 87328</u>
TELEPHONE NO.	<u>505-777-2291</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)
02/07/2023

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 PT Risk Management Ins. Svcs. 10621 South 51st St., Ste. 101 Phoenix, AZ 85044-1741 Frank B. Thompson	480-893-8228		CONTACT NAME: Ashley Miller	
			PHONE (A/C, No, Ext): 480-893-8228	FAX (A/C, No): 480-598-3554
		E-MAIL ADDRESS: ashleym@ptrisk.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Travelers Property Casualty		004461
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

INSURED
Nations Gas Technologies, Inc.
PO Box 783, Navajo Mill Rd
Navajo, NM 87328

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR 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:	X	X	6606S164071IND22	09/12/2022	09/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS90 <input checked="" type="checkbox"/> CA9948	X	X	BA6S1688562214G	09/12/2022	09/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6S17425A2214	09/12/2022	09/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Navajo Nation Fiscal Recovery Fund Office is Additional Insured on a Primary & Non-contributory basis where required by written contract. Waiver of Subrogation applies where required by written contract.

CERTIFICATE HOLDER CANCELLATION

Navajo Nation Fiscal Recovery Fund Office P. O. Box 2469 Window Rock, AZ 86515	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 <i>Frank B. Thompson</i>
-----------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2023

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).

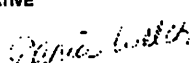
PRODUCER Bubany Insurance Agency 311 South 3rd Street Gallup NM 87301	CONTACT NAME: Janice Welch PHONE (A/C, No, Ext): (505) 863-3836 E-MAIL ADDRESS: janice@bubanyinsurance.com	FAX (A/C, No): (505) 863-6310
	INSURER(S) AFFORDING COVERAGE	
INSURED Nations Gas Technologies Inc PO Box 783 Navajo NM 87328	INSURER A: New Mexico Security Ins Co	NAIC # 15349
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL232707837 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	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	Y	21984.123	05/05/2022	05/05/2023	PER STATUTE 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

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

CERTIFICATE HOLDER Navajo Nation Fiscal Recovery Fund Office PO Box 2469 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 
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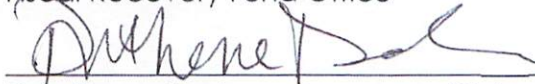
DR. BUU NYGREN **PRESIDENT**

RICHELLE MONTOYA **VICE PRESIDENT**

The Navajo Nation | Yideeskáadi Nitsáhákees

MEMORANDUM

TO : Tom Platero, FRF Director
Fiscal Recovery Fund Office

FROM : 
Dorothea Dedman, Insurance Claims Analyst
Risk Management Program

DATE : February 8, 2023

SUBJECT: **MINIMUM INSURANCE** – Doc. No. 20108 Nations Gas Technologies, Inc. -
FINAL



E-MAILED
2/8/23

Our office is in receipt of the above referenced document for **2ND** review. Review focused primarily on the certificate of insurance. After further review, the Risk Management Program has the following comments:

1. The Navajo Nation should require the following minimum insurance requirements:
 - a. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
 - b. Auto Liability minimum limit of \$1,000,000 per accident and should include non-owned autos;
 - c. Workers' Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - d. **The Navajo Nation shall be named as additional insured for general and auto liability coverages only.**
2. All coverages should include a waiver of subrogation. All coverages should be primary and the Navajo Nation's coverage non-contributory.
3. The attached certificates indicate the contractor **has met** all recommended insurance minimums and conditions.

If you have any questions, please feel free to contact me at extension 6335.

cc: Harlan Charley, Department Manager II, ISD