

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



January 6, 2023

Hon. Otto Tso
Office of the Speaker
Post Office Box 3390
Window Rock, AZ 86515

RE: CD-70-22, *An Action Relating to the Naabik'iyáti' Committee, and the Navajo Nation Council; Approving the Navajo Nation Fiscal Recovery Fund Delegate Region Project Plan for Honorable Eugene Tso's Delegate Region (Chapter: Chinle)*

Dear Speaker Tso,

The Nez/Lizer Administration supports the Chapters' endeavors to work collaboratively with their respective Council Delegate in completing the process to access funding made available with the \$211,256,148 allocated for regional expenditure plans under CJN-29-22.

The process to secure funding also involves collaborative efforts between the Chapters, the Division of Community Development, Navajo Nation Fiscal Recovery Fund (NNFRF) Office and the Navajo Nation Department of Justice (NNDJ). Per BFS-31-21, each proposed expenditure must obtain NNDJ verification that each proposed project is an eligible expense within ARPA/NNFRF regulations. Each of the projects within CD-70-22 has met all the requirements.

The ARPA/NNFRF process is still evolving since the inception of this funding. Within the United States Treasury and the Navajo Nation, processes have been updated at various times. An example is the Treasury guidelines referenced within Navajo Nation Council resolutions CJY-41-21 and CJN-29-22; the Treasury guidelines exhibit was updated by the United States Treasury on September 20, 2022. Accordingly, the legal guidance provided by NNDJ and Office of Legislative Counsel is modified to comply with the Treasury guidelines.

One such modification of legal guidance involved the processing of regional expenditure plans. Originally, the guidance was that all projects had to equal \$8,802,340 to be considered as completed and ready for legislative action. This guidance was modified in December 2022 to allow partial funding of the \$8,802,340 allocations so that proposed ARPA/NNFRF projects ready for legislative action could be processed by Office of Legislative Counsel. Because of the time constraints for the 24th Navajo Nation Council to act on proposed legislation, programs did not have sufficient time to provide written verification to Chapters regarding the change in legal guidance.

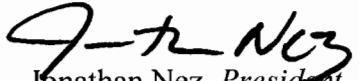
Pursuant to the authority vested in the Navajo Nation President, I am signing Resolution CD-70-22 into law.

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



Sincerely,


Jonathan Nez, *President*
THE NAVAJO NATION


Myron Lizer, *Vice President*
THE NAVAJO NATION

RESOLUTION OF THE
NAVAJO NATION COUNCIL
24th NAVAJO NATION COUNCIL - FOURTH YEAR, 2022

AN ACTION

RELATING TO THE NAABIK'ÍYÁTI' COMMITTEE AND NAVAJO NATION COUNCIL;
APPROVING THE NAVAJO NATION FISCAL RECOVERY FUND DELEGATE REGION
PROJECT PLAN FOR HONORABLE EUGENE TSO'S DELEGATE REGION (CHAPTER:
CHINLE)

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Navajo Nation Council is the governing body of the Navajo Nation. 2 N.N.C. § 102(A).
- B. The Naabik'íyáti' Committee is a standing committee of the Navajo Nation Council with the delegated responsibility to hear proposed resolution(s) that require final action by the Navajo Nation Council. 2 N.N.C. § 164(A)(9).
- C. Navajo Nation Council Resolution No. CJN-29-22, incorporated herein by reference, mandates that Navajo Nation Fiscal Recovery Fund ("NNFRF") Delegate Region Project Plans be approved by Navajo Nation Council resolution and signed into law by the President of the Navajo Nation pursuant to 2 N.N.C. § 164(A) and 2 N.N.C. §§ 1005(C)(10), (11), and (12).

SECTION TWO. FINDINGS

- A. Navajo Nation Council Resolution No. CJN-29-22, AN ACTION RELATING TO THE NAABIK'ÍYÁTI' COMMITTEE AND NAVAJO NATION COUNCIL; ALLOCATING \$1,070,298,867 OF NAVAJO NATION FISCAL RECOVERY FUNDS; APPROVING THE NAVAJO NATION FISCAL RECOVERY FUND EXPENDITURE PLANS FOR: CHAPTER AND REGIONAL PROJECTS; PUBLIC SAFETY EMERGENCY COMMUNICATIONS, E911, AND RURAL ADDRESSING PROJECTS; CYBER SECURITY; PUBLIC HEALTH PROJECTS; HARDSHIP ASSISTANCE; WATER AND WASTEWATER PROJECTS; BROADBAND PROJECTS; HOME ELECTRICITY CONNECTION AND ELECTRIC CAPACITY PROJECTS; HOUSING PROJECTS AND MANUFACTURED HOUSING FACILITIES; BATHROOM ADDITION PROJECTS; CONSTRUCTION CONTINGENCY FUNDING; AND REDUCED ADMINISTRATIVE FUNDING, was signed into law by the President of the Navajo Nation on July 15, 2022.

- B. CJN-29-22, Section Three, states, in part and among other things, that:
1. The Navajo Nation hereby approves total funding for the NNFRF Chapter and Chapter Projects Expenditure Plan from the Navajo Nation Fiscal Recovery Fund in the total amount of two hundred eleven million two hundred fifty-six thousand one hundred forty-eight dollars (\$211,256,148) to be divided equally between the twenty-four (24) Delegate Regions in the amount of eight million eight hundred two thousand three hundred forty dollars (\$8,802,340) per Delegate Region . . . and allocated through Delegate Region Project Plans approved by Navajo Nation Council resolution and signed into law by the President of the Navajo Nation See CJN-29-22, Section Three (B).
 2. The Delegate Region Project Plan funding will be allocated to the Navajo Nation Central Government, specifically the Division of Community Development or other appropriate Navajo Nation Division or Department, to implement the projects rather than directly to the Chapters. See CJN-29-22, Section Three (D).
 3. The Navajo Nation Central Government, specifically the Division of Community Development or other appropriate Navajo Nation Division or Department, shall manage and administer funds and Delegate Region Project Plans on behalf of Non-LGA-Certified Chapters. The Navajo Nation Central Government may award funding to LGA-Certified Chapters through sub-recipient agreements to implement and manage specific projects, but shall maintain Administrative Oversight over such funding and Delegate Region Project Plans. See CJN-29-22, Section Three (E).
 4. Each Navajo Nation Council delegate shall select Fiscal Recovery Fund eligible projects within their Delegate Region to be funded by the NNFRF Chapter and Regional Projects Expenditure Plan through a Delegate Region Projects Plan. The total cost of projects selected by each Delegate shall not exceed their Delegate Region distribution of eight million eight hundred two thousand three hundred forty dollars (\$8,802,340). See CJN-29-22, Section Three (F).
 5. Each Delegate Region Project shall identify its Administrative Oversight entity and its Oversight Committee(s) and be subject CJY-41-21's NNDOJ initial eligibility determination. See CJN-29-22, Section Three (L) (5) and (L) (6).

- C. All projects listed in the Hon. Eugene Tso's Delegate Region Projects Plan, attached as Exhibit A, have been deemed Fiscal Recovery Fund eligible by NNDOJ. In addition, Hon. Eugene Tso's Delegate Region Projects Plan does not exceed the amount of \$8,802,340, as set forth in CJN-29-22, Section Three (F).
- D. The Navajo Nation Council hereby finds that it is in the best interest of the Navajo Nation and the Hon. Eugene Tso's Delegate Region Chapters and communities to approve and adopt the Navajo Nation Fiscal Recovery Fund Delegate Region Project Plan for Hon. Eugene Tso's Delegate Region (Chapter: Chinle) as set forth in Exhibit A.

SECTION THREE. APPROVAL OF HON. EUGENE TSO'S DELEGATE REGION PROJECT PLAN

- A. The Navajo Nation hereby approves the Fiscal Recovery Fund Delegate Region Project Plan for Hon. Eugene Tso's Delegate Region (Chapter: Chinle) set forth in Exhibit A.
- B. The Delegate Region Project Plan approved herein shall comply with all applicable provisions of CJY-41-21, CJN-29-22, and BFS-31-21.
- C. Any inconsistencies between this legislation, the Delegate Region Project Plan, and the individual project appendix, shall be resolved in favor of the project appendix reviewed by Department of Justice during their eligibility determination(s).

SECTION FOUR. AMENDMENTS

Amendments to this legislation or to the Delegate Region Project Plan approved herein shall only be adopted by resolution of the Navajo Nation Council and approval of the President of the Navajo Nation pursuant to 2 N.N.C. § 164(A)(17) and 2 N.N.C. §§ 1005(C)(10), (11), and (12).

SECTION FIVE. EFFECTIVE DATE

This legislation shall be effective upon its approval pursuant to 2 N.N.C. § 221(B), 2 N.N.C. § 164(A)(17), and 2 N.N.C. §§ 1005(C)(10), (11), and (12).

SECTION SIX. SAVING CLAUSE

If any provision of this legislation is determined invalid by the Navajo Nation Supreme Court, or by a Navajo Nation District Court without appeal to the Navajo Nation Supreme Court, those provisions

of this legislation not determined invalid shall remain the law of the Navajo Nation.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the 24th Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 21 in Favor, and 00 Opposed, on this 29th day of December 2022.



Honorable Otto Tso, Speaker
24th Navajo Nation Council

12.30.2022

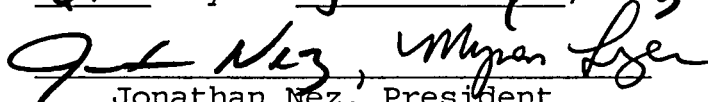
DATE

Motion: Honorable Jamie Henio
Second: Honorable Eugene Tso

Speaker Otto Tso not voting

ACTION BY THE NAVAJO NATION PRESIDENT:

1. I, hereby, sign into law the foregoing legislation, pursuant to 2 N.N.C. § 1005 (C)(10), on this 10th day of January, 2023.


Jonathan Nez, President
Navajo Nation

2. I, hereby, veto the foregoing legislation, pursuant to 2 N.N.C. § 1005 (C)(11), on this _____ day of _____, 2022 for the reason(s) expressed in the attached letter to the Speaker.

Jonathan Nez, President
Navajo Nation

3. I, hereby, exercise line-item veto pursuant to the budget line-item veto authority delegated to the President by vote of the Navajo People in 2009, on this _____ day of _____, 2022.

Jonathan Nez, President
Navajo Nation

NAVAJO NATION FISCAL RECOVERY FUND DELEGATE REGION PROJECT PLAN

COUNCIL DELEGATE: Delegate Eugene Tso

CHAPTERS: Chinle

FUNDING RECIPIENT	SUBRECIPIENT	EXPENDITURE PLAN / PROJECT	ADMIN OVERSIGHT	FRF CATEGORY	DOJ REVIEW #	AMOUNT
Division of Community Development	*Chinle Chapter	Chinle Chapter Bathroom Additions Project	Division of Community Development	1.14	HK0207	\$ 1,725,000.00
Division of Community Development	*Chinle Chapter	Chinle Chapter Earth and Dam Project	Division of Community Development	2.22	HK0208	\$ 1,997,153.38
Division of Community Development	*Chinle Chapter	Chinle Chapter House Renovation Project	Division of Community Development	2.22	HK0209	\$ 800,000.00
Division of Community Development	*Chinle Chapter	Chinle Chapter South Manuelito Well Traffic Study	Division of Community Development	2.22	HK0210	\$ 15,000.00
Division of Community Development	*Chinle Chapter	Chinle Chapter Vendor Village Project	Rosanna Jumbo-Fitch, Chapter President	2.22	HK0211	\$ 37,743.62
Division of Community Development	*Chinle Chapter	Chinle Chapter and Office of Dine Youth	Rosanna Jumbo-Fitch, Chapter President	2.14	HK0212	\$ 50,000.00
Division of Community Development	*Chinle Chapter	Chinle Chapter CYEP and PEP Funding	Division of Community Development	1.14	HK0213	\$ 1,150,953.00
Division of Community Development	*Chinle Chapter	Chinle Chapter Watering Point Pavement Project	Division of Community Development	5.15	HK0214	\$ 70,000.00
Division of Community Development	*Chinle Chapter	Chinle Chapter Warehouse	Division of Community Development	6.1	HK0270	\$ 1,200,000.00
Division of Community Development	*Chinle Chapter	Chinle/Ft. Defiance Alcohol and Substance Abuse Recovery Centers - Day At A Time Club, Inc.	NN Department of Health	1.13	HK0203	\$ 250,000.00
TOTAL:						\$ 7,295,850.00

*Per CJN-29-22, Section Three (E), the "Navajo Nation Central Government may award funding to LGA-Certified Chapters through sub-recipient agreements to implement and manage specific projects, but shall maintain Administrative Oversight over such funding and Delegate Region Project Plans."

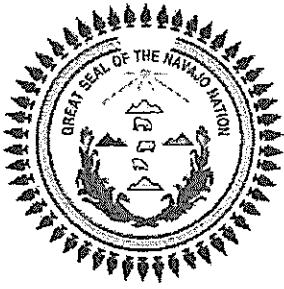
NAVAJO NATION FISCAL RECOVERY FUND DELEGATE REGION PROJECT PLAN

COUNCIL DELEGATE: Delegate Eugene Tso

CHAPTERS: Chinle

FUNDING RECIPIENT	SUBRECIPIENT	EXPENDITURE PLAN / PROJECT	ADMIN OVERSIGHT	FRF CATEGORY	DOJ REVIEW #	AMOUNT
		TOTAL AMOUNT from PAGE 01				\$ 7,295,850.00
Division of Community Development	*Chinle Chapter	Chinle Chapter Equipment Project	Chinle Chapter Government	6.1	HK0268	\$ 288,500.00
Division of Community Development	*Chinle Chapter	Chinle Chapter Wellness Center	Division of Community Development	2.22	HK0269	\$ 750,000.00
Division of Community Development	*Chinle Chapter	Chinle Chapter Emergency Funding	Division of Community Development	6.1	HK0276	\$ 250,500.00
Division of Community Development	*Chinle Chapter	Chinle Chapter N8095 Road Crossing Project	NN Division of Transportation	2.22	HK0274	\$ 217,490.00
		UN-ALLOCATED AMOUNT				
TOTAL:						\$ 8,802,340.00

*Per CJN-29-22, Section Three (E), the "Navajo Nation Central Government may award funding to LGA-Certified Chapters through sub-recipient agreements to implement and manage specific projects, but shall maintain Administrative Oversight over such funding and Delegate Region Project Plans."



NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

DOREEN N. MCPAUL
Attorney General

KIMBERLY A. DUTCHER
Deputy Attorney General

DEPARTMENT OF JUSTICE
INITIAL ELIGIBILITY DETERMINATION
FOR NAVAJO NATION FISCAL RECOVERY FUNDS

RFS/HK Review #: HK0211

Date & Time Received: 11/15/22

Date & Time of Response: 11/28/2022 5:00 PM

Entity Requesting FRF: Chinle Chapter Government

Title of Project: Chinle Chapter Vendor Village Project

Administrative Oversight: Chapter President - Dr. Rosanna Jumbo-Fitch

Amount of Funding Requested: \$37,743.69

Eligibility Determination:

- FRF eligible
- FRF ineligible
- Additional information requested

FRF Eligibility Category:

- (1) Public Health and Economic Impact
- (2) Premium Pay
- (3) Government Services/Lost Revenue
- (4) Water, Sewer, Broadband Infrastructure


U.S. Department of Treasury Reporting Expenditure Category: 2.22 (Strong Healthy Communities: Neighborhood Features that Promote Health and Safety)

Returned for the following reasons (Ineligibility Reasons / Paragraphs 5. E. (1) - (10) of FRF Procedures):

- | | |
|--|--|
| <input type="checkbox"/> Missing Form | <input type="checkbox"/> Expenditure Plan incomplete |
| <input type="checkbox"/> Supporting documentation missing | <input type="checkbox"/> Funds will not be obligated by 12/31/2024 |
| <input type="checkbox"/> Project will not be completed by 12/31/2026 | <input type="checkbox"/> Incorrect Signatory |
| <input type="checkbox"/> Ineligible purpose | <input type="checkbox"/> Inconsistent with applicable NN or federal laws |
| <input type="checkbox"/> Submitter failed to timely submit CARES reports | |
| <input type="checkbox"/> Additional information submitted is insufficient to make a proper determination | |

Other Comments: The expenditure code for this project has been updated. Aid to tourism, travel, or hospitality is only appropriate as an eligible use if economic harm can be shown. This determination does not address the costs related to developing the Vendor Village, but rather is specific to the funding needed for the environmental assessment and legal land survey.

Name of DOJ Reviewer: 11/28/2022

Signature of DOJ Reviewer: 

Disclaimers: This Initial Eligibility Determination is based on the documents provided which we have assumed are true, correct, and complete. Should the Project or Program change in any material way after this initial determination, the requestor must seek the advice of NNDOJ. This initial determination is limited to review of the Project or Program as it relates to whether the Project or Program is a legally allowable use – it does not serve as an opinion as to whether or not the Project or Program should be funded, nor does it serve as an opinion as to whether or not the amount requested is reasonable or accurate.

THE NAVAJO NATION
FISCAL RECOVERY FUNDS REQUEST FORM & EXPENDITURE PLAN
FOR GOVERNANCE-CERTIFIED CHAPTERS

Part 1. Identification of parties.

Governance-Certified Chapter requesting FRF: Chinle Chapter Government Date prepared: 10-19-2022

Chapter's mailing address: PO BOX 1809 Chinle, AZ 86503 phone & email: (928) 674-2052
website (if any): chinle@navajochapters.org

This Form prepared by: Dr. Rosanna Jumbo-Fitch phone/email: (928) 225-1658
Chinle Chapter President *CONTACT PERSON'S name and title* rosanna.jumbo@naataanii.org *CONTACT PERSON'S info*

Title and type of Project: Chinle Chapter Vendor Village Project

Chapter President: Dr. Rosanna Jumbo-Fitch phone & email: (928) 225-1658/rosanna.jumbo@naataanii.org

Chapter Vice-President: Shawna Claw phone & email: (928) 674-2052/sclaw@navajochapters.org

Chapter Secretary: Roann Burbank phone & email: (928) 674-2052/rburbank@navajochapters.org

Chapter Treasurer: Roann Burbank phone & email: (928) 674-2052/rburbank@navajochapters.org

Chapter Manager or CSC: Walton Yazzie, Manager phone & email: (505)910-9473/wyazzie@navajochapters.org

DCD/Chapter ASO: _____ phone & email: _____

List types of Subcontractors or Subrecipients that will be paid with FRF (if known): Ina Ba for survey and enviornmental assessment.

document attached

Amount of FRF requested: 37,748,69^{3.69} FRF funding period: 2023-2025 10/1/22-9/30/25
Indicate Project starting and ending/deadline date

Part 2. Expenditure Plan details.

(a) Describe the Program(s) and/or Project(s) to be funded, including how the funds will be used, for what purposes, the location(s) to be served, and what COVID-related needs will be addressed:

Chinle Chapter Government Vendor Village Project include legal land requirements of enviornmental assessment and clearances and a legal land survey. The funds will be used to complete the assessment and survey. The Chinle Chapter Vendor Village project is located East of the Chinle Chapter, map provided. The COVID-19 related needs will be met, as our community requires social distancing, cleanliness of spaces, and encouragement of outdoor spaces.

document attached

(b) Explain how the Program or Project will benefit the Navajo Nation, Navajo communities, or the Navajo People:

The Chinle Chapter Vendor Village Project would benefit the Navajo Nation, Chinle community, and our Navajo people by providing multiple structures and improvements sitting on approximately 19 acres of land. The project will house up to 50 spaces for vendors to operate, a community park (consisting of basketball courts, sand volleyball courts, playgrounds, and a walking trail). The project will also include a small amphitheater.

document attached

(c) A prospective timeline showing the estimated date of completion of the Project and/or each phase of the Project. Disclose any challenges that may prevent you from incurring costs for all funding by December 31, 2024 and/or fully expending funds and completing the Program(s) or Project(s) by December 31, 2026:

Chinle Chapter Government Vendor Village Project timeline: Chinle Chapter resolution 10/17/2022, Navajo Nation and DOJ review submissions Winter 2022, Proposals Spring 2023, Contract Award Summer 2023, Construction Fall 2023-Fall 2024. Challenges would include Navajo Nation review timeline.

document attached

(d) Identify who will be responsible for implementing the Program or Project:

Chinle Chapter Government will be responsible for implementing the project.

document attached

(e) Explain who will be responsible for operations and maintenance costs for the Project once completed, and how such costs will be funded prospectively:

The Chinle Chapter Government will be responsible for operations and maintenance costs for the project once completed.

document attached

(f) State which of the 66 Fiscal Recovery Fund expenditure categories in the attached U.S. Department of the Treasury Appendix 1 listing the proposed Program or Project falls under, and explain the reason why:

Aid to Tourism, Travel, or Hospitality^ 2.35
Chinle Chapter is seeking funding for the environmental assessment and legal land survey for the Vendor Village project. The project qualified as it relates to our community economic development. It also relates to creating more outdoor spaces for our community members to use as a point of sales, a location to encourage physical activities, and overall is beneficial to our community members.

document attached

Part 3. Additional documents.

List here all additional supporting documents attached to this FRF Expenditure Plan (or indicate N/A):

Chapter Resolution is attached, map, concept of Vendor Village, Land department letter, NPS letter, Ina Ba supporting documents.

Chapter Resolution attached

Part 4. Affirmation by Funding Recipient.

Funding Recipient affirms that its receipt of Fiscal Recovery Funds and the implementation of this FRF Expenditure Plan shall be in accordance with Resolution No. CJY-41-21, the ARPA, ARPA Regulations, and with all applicable federal and Navajo Nation laws, regulations, and policies:

Chapter's Preparer: [Signature] Approved by: [Signature]
signature of Preparer/CONTACT PERSON *signature of Chapter President (or Vice-President)*
Approved by: [Signature] Approved by: [Signature]
signature of Chapter Manager/CSC *signature of DCD/Chapter ASO*
Approved to submit for Review: [Signature]
signature of DCD Director

FY 2023

THE NAVAJO NATION
PROGRAM BUDGET SUMMARY

PART I. Business Unit No.: <u>New</u>		Program Title: <u>Chinle Vendor Village</u>		Division/Branch: <u>DCD / Executive Branch</u>		
Prepared By: <u>Walton Yazzie</u>		Phone No.: <u>928.674.2052</u>		Email Address: <u>wyazzie@nnchapters.org</u>		
PART II. FUNDING SOURCE(S)		Fiscal Year / Term	Amount	% of Total	PART III. BUDGET SUMMARY	
NN Fiscal Recovery Funds		FY 23-FY25 <u>10/1/22-12/31/25</u>	37,744.00	100%	Fund Type Code	NNC Approved Original Budget
					Proposed Budget	Difference or Total
					2001 Personnel Expenses	
					3000 Travel Expenses	
					3500 Meeting Expenses	
					4000 Supplies	
					5000 Lease and Rental	
					5500 Communications and Utilities	
					6000 Repairs and Maintenance	
					6500 Contractual Services	37,744.369
					7000 Special Transactions	
					8000 Public Assistance	
					9000 Capital Outlay	
					9500 Matching Funds	
					9500 Indirect Cost	3.69
					TOTAL	37,744.00
						37,744.369
PART IV. POSITIONS AND VEHICLES		(D)		(E)		
TOTAL:		\$37,744.00	100%	Total # of Positions Budgeted:	0	
				Total # of Vehicles Budgeted:	0	
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.						
SUBMITTED BY:		APPROVED BY:				
<u>Walton Yazzie</u>		<u>Lisa Summ</u>		Division Director / Branch Chief's Printed Name		
Program Manager's Printed Name		Program Manager's Signature		Division Director / Branch Chief's Signature and Date		
		<u>10.24.22</u>				

PART I. PROGRAM INFORMATION:	Business Unit No.: <u> </u> New	Program Name/Title: <u>Chimle Vendor Village</u>								
PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:										
PART III. PROGRAM PERFORMANCE CRITERIA:			1st QTR		2nd QTR		3rd QTR		4th QTR	
	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
1. Goal Statement: Getting Surveys & EA done Program Performance Measure/Objective: Hire a Consulting			1							
2. Goal Statement: Program Performance Measure/Objective:										
3. Goal Statement: Program Performance Measure/Objective:										
4. Goal Statement: Program Performance Measure/Objective:										
5. Goal Statement: Program Performance Measure/Objective:										

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

Walton Yazzie
Program Manager's Printed Name
10.24.22
Program Manager's Signature and Date

Lisa Jynn
Division Director/Branch Chief's Printed Name
Lisa Jynn, M.F.P.C.
Division Director/Branch Chief's Signature and Date

PART I. PROGRAM INFORMATION:			
Program Name/Title: <u>Chinle Vendor Village</u>		Business Unit No.: <u>New</u>	
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
6500 6560 6990	Contractual Services (LOD 4) Consulting Consulting-Fee <i>Chinle Chapter to hire consultant for Vendor Village.</i>	<i>37,744</i> <i>37,744</i> <i>37,744</i>	<i>37,744</i>
TOTAL		<i>37,744</i>	<i>37,744</i>

THE NAVAJO NATION
PROJECT BUDGET SCHEDULE

PART I. Business Unit No.: <u>New</u>	PART II. Project Information
Project Title: <u>Chinle Vendor Village</u>	Project Type: <u>Chinle Vendor Village</u>
Project Description: <u>Surveys and EA done</u>	Planned Start Date: <u>10/1/2022</u>
Check one box:	Planned End Date: <u>9/30/2025</u>
<input checked="" type="checkbox"/> Original Budget	Project Manager: <u>Walton Yazzie</u>
<input type="checkbox"/> Budget Revision	
<input type="checkbox"/> Budget Reallocation	
<input type="checkbox"/> Budget Modification	

PART III. List Project Task separately; such as Plan, Design, Construct, Equip or Furnish.	PART IV. Use Fiscal Year (FY) Quarters to complete the information below. O = Oct.; N = Nov.; D = Dec., etc.								Expected Completion Date if project exceeds 8 FY Qtrs.	
	FY <u>2023</u>									
	1st Qtr.		2nd Qtr.		3rd Qtr.		4th Qtr.		Date	
	O	N	J	F	M	A	M	J	A	
hire a Consulting			X							

PART V. Expected Quarterly Expenditures	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	PROJECT TOTAL
														\$37,744.00

FOR OMB USE ONLY: Resolution No.: _____ FMIS Set Up Date: _____ Company No.: _____ OMB Analyst: _____

Chinle Chapter Government

THE NAVAJO NATION

Dr. Rosanna Jumbo-Fitch
PRESIDENT

Shawna Claw
VICE PRESIDENT

RoAnn Burbank
SECRETARY/TREASURER

Eugene Tso
COUNCIL DELEGATE

Oscar Bia
GRAZING COMMITTEE MEMBER

RESOLUTION OF THE CHINLE CHAPTER NAVAJO NATION CHIN-OCT-22-081

APPROVING THE SELECTION OF THE CHAPTER VENDOR VILLAGE PROJECT FOR THE INCLUSION ON THE CHINLE CHAPTER DELEGATE REGION IN THE AMOUNT OF \$37,743.69.

WHEREAS:

1. Pursuant to Navajo Nation Code, Section 4001 (d) and 4028 (2), (b) the Chinle Chapter is established and certified as a local government entity of the Navajo Nation, vested with the authority to review all matters affecting the chapter and submit appropriate recommendations to the Navajo Nation government of other local agencies by resolutions; and
2. To support the efforts of the Navajo Nation to mitigate the effects of the COVID-19 Pandemic, the American Rescue Plan Act (ARPA) Fiscal Recovery Funds were allocated to develop the basic infrastructure to improve lives of people who have lived without water, electricity and "basic services to support their daily activities, health, and welfare"; and
3. The Navajo Nation Council approved CJN-29-22, in response to the COVID-19 Pandemic in the best interest of the people: "An Action Relating to the Naabik'iyati' Committee and Navajo Nation Council; Allocating \$1,070,298,867 of Navajo Nation Fiscal Recovery Funds; Approving the Navajo Nation Fiscal Recovery Fund Expenditure Plans for: Chapter Assistance; Public Safety Emergency Communications, E911, and Rural Addressing Projects; Cyber Security; Public Health Projects; Economic Development Projects; Hardship Assistance; Water and Wastewater Projects; Broadband Projects; Home Electricity Connection and Electricity Capacity Projects; Housing Projects and Manufactured Housing Facilities; Bathroom Addition Projects; Construction Contingency Funding; and Reduced Administrative Funding"; and
4. The Chinle Chapter Government has attended several meetings with Navajo Nation Division of Community Development, Navajo Tribal Utility Authority, and the Fiscal Recovery Fund Office; and
5. The eligible attached Exhibit: Chinle Chapter Vendor Village was selected as a Project to be included on the Navajo Nation Council Delegate Eugene Tso Chapter Region in the amount of \$37,743.69 for the Chinle Chapter; and
6. The total amount for Chinle Chapter Delegate Region is \$8,802,340.00.

NOW, THEREFORE BE IT RESOLVED THAT:


1. The Chinle Chapter Government hereby approves the selection of Chinle Chapter Vendor Villages was a selected Project to be included on the Navajo Nation Council Delegate Eugene Tso Chapter Region in the amount of \$37,743.69.

CERTIFICATION

We hereby certify that the foregoing chapter resolution was duly considered by the Chinle Chapter at a duly called meeting at which time a quorum was present. A motion was made by Walton Yazzie and seconded by Oscar Bia Sr. and the same was passed by a vote of 6 in favor, 2 opposed, and 2 abstained, this 17th day of October, 2022.


Dr. Rosanna Jumbo-Fitch, President


Shawna Claw, Vice Presidents


RoAnn Burbank, Secretary/Treasurer

Professional Resumes and Licenses.



iinábá, Inc.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Duane M. Aspaas	13. ROLE IN THIS CONTRACT Principal/Quality Assurance	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
		33	25

15. FIRM NAME AND LOCATION (City and State)
 iina ba, Inc. Farmington, NM

16. EDUCATION (Degree and Specialization)
 Dartmouth School of Business -
 Business Management, Business Development, Team Building, and Project Management

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Certificate: Commercial Driver's License Class A
 Training: OSHA 40 HR HAZWOPER, First Aid/CPR, OSHA 10 HR, OSHA 30 HR Construction Industry.
 Organizations: Member of National Congress of American Indians, Board Member of Board of Directors Navajo Chamber of Commerce

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	BIA – Navajo-Control Surveying, Aerial Photogrammetry & Mapping, Right-of-Way, - N7054 Pinedale Loop, Pinedale, New Mexico & N6310 Sage Valley Crossing Shonto, Arizona	2014	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal/Quality Assurance responsible for all contract administration and compliance for preconstruction surveying and mapping activities for road design Project N6310 and N7054 of approximately 6 miles of Navajo Route N6310 and approximately 12 miles of Navajo Route N7054. Project Cost: \$518,158.29	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	BIA – SWROF- Southern Ute Road 152 - Ignacio, Colorado Control Surveying, Aerial Photogrammetry & Mapping, Right-of-Way	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal/Quality Assurance responsible for all contract administration and compliance for Road design survey of an approximately 15 mile forest road to include lies to the Public Land Survey System. Monuments had to be verified per Colorado Monument Records for Recordation filing. The project crossing through Township 34&33 North, Range 4 West and Township 33 North Range 3 West, N.M.P.M. Project Cost: \$75,000	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	NAPI Phase 1 Survey - Farmington, New Mexico Boundary Survey	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal/Quality Assurance responsible for all contract administration and compliance for a Boundary Retracement of a 72,183.81 Acre tract of land created by the Bureau of Reclamation for a farm lease. The Eastern boundary being defined by approximately 13 miles between Range 13 West and Range 14 West, being on the Navajo Indian Reservation Boundary and the remainder a Metes & Bounds Survey. Project cost \$150,000.00	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	BIA – WROF - FAIR 105(1 & 2) & FAIR 108(Phase II) – Whiteriver, Arizona Control Surveying, Aerial Photogrammetry & Mapping Services, Utility Survey	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal/Quality Assurance responsible for all contract administration and compliance for preconstruction surveying and mapping activities for road design Project FAIR 105(1) and 105(2) of approximately .6 miles of BIA Route 105(2) N and approximately .4 miles of BIA Route 105. FAIR 108(Phase II) of approximately 2.9 miles of BIA Route 108. Project Cost: \$79,000.00	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	BIA – WROF – HIR 10(1) & HIR 20(1) – First & Second Mesa, Arizona Control Surveying, Aerial Photogrammetry & Mapping, Utility Survey	2018	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal/Quality Assurance responsible for all contract administration and compliance for preconstruction surveying and mapping activities for road design Project FAIR 108(1) Phase 2 of approximately 2.9 miles of BIA Route 108. Activities included Control, Aerial Photogrammetry & Mapping, Project Benchmarks, and Utility Survey. Project Cost: \$49,000.00	<input checked="" type="checkbox"/> Check if project performed with current firm	
f.	NNDED– Shiprock Pinnacle Peak Park – Shiprock, New Mexico Boundary Survey	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal/Quality Assurance responsible for all contract administration and compliance of an 8,336.36 Acre tract of land designated for a future Tribal Park. Project Cost: \$7,875	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT			
12. NAME		13. ROLE IN THIS CONTRACT	
Lance M. Aspaas		Project Manager/Surveyor	
		14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
		15	8
15. FIRM NAME AND LOCATION (City and State)			
iina ba, Inc. Farmington, NM			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
B.S. - Civil Engineering - NMSU B.S. - Surveying Engineering - NMSU Specializing in Cadastral, Boundary Retracement, GPS/GNSS, UAVs, and Robotic Total Station Surveying.			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Certificate: FAA UAS Remote Pilot License Training: OSHA 40 HR HAZWOPER, First Aid/CPR, OSHA 10 HR, OSHA 30 HR Construction Industry, MSHA Miner, and OPUS Projects. Organizations: Member of NSPS/NMPS, ASCE, and Lambda Sigma Honor Society for Surveying and Geomatics			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	BIA – Navajo-Control Surveying, Aerial Photogrammetry & Mapping, Right-of-Way, - N7054 Pinedale Loop, Pinedale, New Mexlco & N6310 Sage Valley Crossing Shonto, Arizona		PROFESSIONAL SERVICES 2014 CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Project Manager/Project Surveyor responsible for all field and office coordination for preconstruction surveying and mapping activities for road design Project N6310 and N7054 of approximately 6 miles of Navajo Route N6310 and approximately 12 miles of Navajo Route N7054. Project Cost: \$518,158.29			
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	BIA – SWROF- Southern Ute Road 152 - Ignacio, Colorado Control Surveying, Aerial Photogrammetry & Mapping, Right-of-Way		PROFESSIONAL SERVICES 2017 CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Project Manager/Project Surveyor responsible for all field and office coordination Road design survey of an approximately 15 mile forest road to include ties to the Public Land Survey System. Monuments had to be verified per Colorado Monument Records for Recordation filing. The project crossing through Township 34&33 North, Range 4 West and Township 33 North Range 3 West, N.M.P.M. Project Cost: \$75,000			
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	NAPI Phase 1 Survey - Farmington, New Mexico Boundary Survey		PROFESSIONAL SERVICES 2017 CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Project Manager/Project Surveyor responsible for all field and office coordination for a Boundary Retracement of a 72,183.81 Acre tract of land created by the Bureau of Reclamation for a farm lease. The Eastern boundary being defined by approximately 13 miles between Range 13 West and Range 14 West, being on the Navajo Indian Reservation Boundary and the remainder a Metes & Bounds Survey. Project cost \$150,000.00			
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	BIA – WROF - FAIR 105(1 & 2) & FAIR 108(Phase II) – Whiteriver, Arizona Control Surveying, Aerial Photogrammetry & Mapping Services, Utility Survey		PROFESSIONAL SERVICES 2017 CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Project Manager/Project Surveyor responsible for all field and office coordination. Responsible for to overseeing preconstruction surveying and mapping activities for road design Project FAIR 105(1) and 105(2) of approximately .6 miles of BIA Route 105(2) N and approximately .4 miles of BIA Route 105. FAIR 108(Phase II) of approximately 2.9 miles of BIA Route 108. Project Cost: \$79,000.00			
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	BIA – WROF – HIR 10(1) & HIR 20(1) – First & Second Mesa, Arizona Control Surveying, Aerial Photogrammetry & Mapping, Utility Survey		PROFESSIONAL SERVICES 2018 CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Project Manager/Project Surveyor responsible for all field and office coordination. Responsible for to overseeing preconstruction surveying and mapping activities for road design Project HIR 10(1) & HIR 20(1) of approximately 1.4 miles of BIA Route 10 and 2.5 miles of BIA Route 20. Project Cost: \$95,000.00			
f.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED
	NNDED– Shiprock Pinnacle Peak Park – Shiprock, New Mexico Boundary Survey		PROFESSIONAL SERVICES 2017 CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Project Manager/Project Surveyor responsible for all field and office coordination of an 8,336.36 Acre tract of land designated for a future Tribal Park. Project Cost: \$7,875			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Ronald E. Stoll, PLS, RLS		Professional Land Surveyor/Project Manager		A. TOTAL	B. WITH CURRENT FIRM
				40	10
15. FIRM NAME AND LOCATION (City and State)					
Iina ba, Inc. Farmington, NM					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
Land Surveying , Vermont Technical College, Vermont 1973			Professional Land Surveyor New Mexico - #7258, California - #5048, Oregon - #2058, Arizona - #11758 Idaho - #4748, CFedS - #1312		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Arizona Professional Land Surveyors New Mexico Professional Land Surveyors					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	BIA – Navajo-Control Surveying, Aerial Photogrammetry & Mapping, Right-of-Way. - N7054 Pinedale Loop, Pinedale, New Mexico & N6310 Sage Valley Crossing Shonto, Arizona	2014	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Professional Land Surveyor responsible for research, reviews of field work, and provide final review for preconstruction surveying and mapping activities for road design Project N6310 and N7054 of approximately 6 miles of Navajo Route N6310 and approximately 12 miles of Navajo Route N7054. Project Cost: \$518,158.29		
b.	BIA – SWROF- Southern Ute Road 152 - Ignacio, Colorado Control Surveying, Aerial Photogrammetry & Mapping, Right-of-Way	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Professional Land Surveyor responsible for research, reviews of field work, and provide final review for Road design survey of an approximately 15 mile forest road to include ties to the Public Land Survey System. Monuments had to be verified per Colorado Monument Records for Recordation filing. The project crossing through Township 34&33 North, Range 4 West and Township 33 North Range 3 West, N.M.P.M. Project Cost: \$75,000		
c.	NAPI Phase 1 Survey - Farmington, New Mexico Boundary Survey	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Professional Land Surveyor responsible for research, reviews of field work, and provide final review for a Boundary Retracement of a 72,183.81 Acre tract of land created by the Bureau of Reclamation for a farm lease. The Eastern boundary being defined by approximately 13 miles between Range 13 West and Range 14 West, being on the Navajo Indian Reservation Boundary and the remainder a Metes & Bounds Survey. Project cost \$150,000.00		
d.	BIA – WROF - FAIR 105(1 & 2) & FAIR 108(Phase II) – Whiteriver, Arizona Control Surveying, Aerial Photogrammetry & Mapping Services, Utility Survey	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Professional Land Surveyor responsible for research, reviews of field work, and provide final review. Responsible for to overseeing preconstruction surveying and mapping activities for road design Project FAIR 105(1) and 105(2) of approximately .6 miles of BIA Route 105(2) N and approximately .4 miles of BIA Route 105. FAIR 108(Phase II) of approximately 2.9 miles of BIA Route 108. Project Cost: \$79,000.00		
e.	BIA – WROF – HIR 10(1) & HIR 20(1) – First & Second Mesa, Arizona Control Surveying, Aerial Photogrammetry & Mapping, Utility Survey	2018	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Professional Land Surveyor responsible for research, reviews of field work, and provide final review. Responsible for to overseeing preconstruction surveying and mapping activities for road design Project HIR 10(1) & HIR 20(1) of approximately 1.4 miles of BIA Route 10 and 2.5 miles of BIA Route 20. Project Cost: \$95,000.00		
f.	NNDED– Shiprock Pinnacle Peak Park – Shiprock, New Mexico Boundary Survey	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Professional Land Surveyor responsible for research, reviews of field work, and provide final review of an 8,336.36 Acre tract of land designated for a future Tribal Park. Project Cost: \$7,875		



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11758

First Name: RONALD

Last Name: STOLL

License Status: Active

Discipline: LAND SURVEYOR

Initial Registration Date: October 10, 1978

Expiration Date: June 30, 2025

Contact Information

1910 E. 14TH STREET

TUCSON

Arizona

85719

(520) 624-1142

Contact Us (/contact-us)

Arizona Board of Technical Registration

1110 W. Washington Street, Suite 240

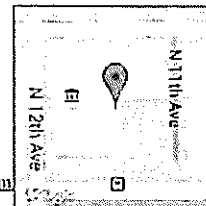
Phoenix, AZ 85007

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Phone: (602) 364-4930

Fax: (602) 364-4931



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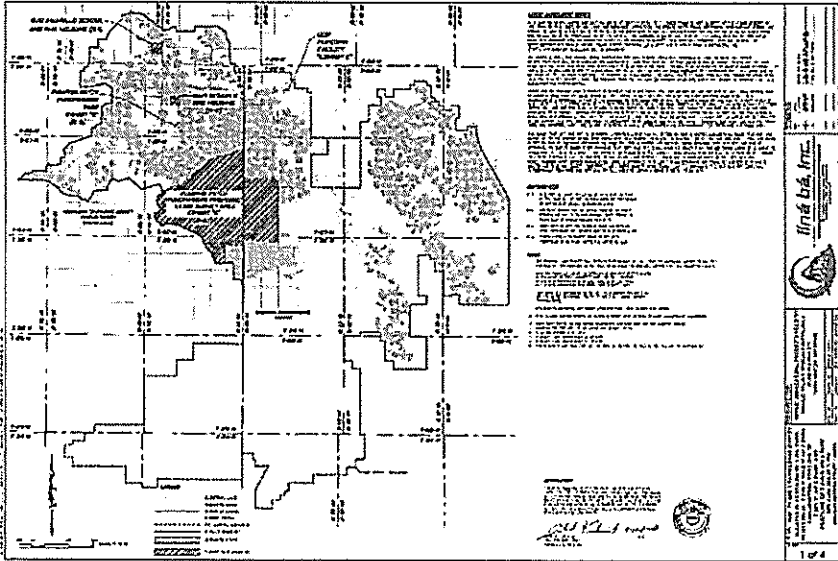
Past Project Experience



Iinábá, Inc.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
21. TITLE AND LOCATION (<i>City and State</i>)		22. YEAR COMPLETED	
Boyer Ranch - Westcliffe, Colorado ALTA/NSPS Survey		PROFESSIONAL	CONSTRUCTION
		2019	N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Navajo Nation	Mr. Shawn Richards, PLS	719-382-4150	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
<p>iiná bá was contracted by Eagle Land Surveying, Inc. to locate sufficient property Boundary evidence to retrace the 12,505 Acre parcel for the Navajo Nation.</p> <p>Survey Control (Verify existing horizontal and vertical control) was the biggest task for this project size and magnitude as well as locating PLSS corners and breaking sections was crucial to retrace the boundary and comply with BLM/BIA/Navajo Nation survey procedures. The project included monumentation of 30 PLSS corners for the tract along with monument records per Colorado Minimum standards. Project research included Historic Deeds, PLSS field notes, Public Land orders, U.S. Treaties, right-of-way/easements, leases, sub-leases, etc. Lastly field data processing and drafting to produce and finalize plat of record.</p> <p>iiná bá also had Renaissance Infrastructure Consulting (RIC) provide PLSS calculations and professional review for the 12,505 acre boundary.</p> <p>100% Success Rate in field data entry. 100% Success Rate in completion of project. 100% Success Rate in completing final deliverables to client.</p>		<p align="center">PROJECT RELEVANCE</p> <ul style="list-style-type: none"> • Identification of boundary discrepancies • Preparation of metes and bounds description. • Working with historic deeds, land grants, resolution of gaps or overlaps between adjoining properties. • Working in the PLSS to perform sectional breakdown, and subdivision of the section, including irregular sections • Meets and Bound descriptions, deeds, easements, planning, executing field work and submitting Geodetic control for publishing by NGS • Planning and execution of survey projects in remote areas and under harsh environmental conditions, and Federal Trust Land • Delivery of "short turnaround" survey • Boundary survey in support of a Master Lease for a Tribal Enterprise ALTA/Boundary/Control survey <p align="center">SIZE / COST / SCHEDULE</p> <p>Size: 12,505 acres Cost (In thousands of Dollars): \$50,000.00 Schedule: November 2019</p>	
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
(1) Firm Name	(2) FIRM LOCATION (<i>City and State</i>)	(3) ROLE	
iiná bá, Inc.	Farmington, New Mexico DUNS #11-286-9941	Prime-Subcontractor, Surveying	



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
		2	
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
NAPI Phase 1 Survey - Farmington, New Mexico Boundary Survey		PROFESSIONAL	CONSTRUCTION
		2017	N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Navajo Agricultural Products Industry (NAPI)	Mr. Lionel Haskie, P.E.	505-566-2600	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
<p>iiná bá was contracted by NAPI to locate sufficient property Boundary evidence to retrace the 72,114.64 Acre parcel, The Eastern boundary being defined by approximately 13 miles between Range 13 West and Range 14 West, being the Navajo Indian Reservation Boundary and the remainder a Metes & Bounds Survey. Phase I of a Four (4) Phase project. Phase II to begin in 2019/2020</p> <p>Survey Control (Verify existing horizontal and vertical control) was the biggest task for this project size and magnitude. Locating PLSS corners and breaking sections was crucial to comply with Cadastral/BIA/Navajo Nation survey procedures. The project included monumentation of 140 property corners for the tract. Project research included Historic Deeds, PLSS field notes, Public Land orders, U.S. Treaties, right-of-way/easements, leases, sub-leases, etc. Lastly field data processing and drafting to produce and finalize plat of record. The survey plat was drafted using CIVIL 3D applying the latest CAD standards. Equipment included Leica Total Stations, Leica RTK GPS system for survey (GS15 & GS14).</p> <p>100% Success Rate in field data entry. 100% Success Rate in completion of project. 100% Success Rate in completing final deliverables to client.</p>		<p>PROJECT RELEVANCE</p> <ul style="list-style-type: none"> • Identification of boundary discrepancies • Preparation of metes and bounds description. • Working with historic deeds, land grants, resolution of gaps or overlaps between adjoining properties. • Working in the PLSS to perform sectional breakdown, and subdivision of the section, including irregular sections • Meets and Bound descriptions, deeds, easements, planning, executing field work and submitting Geodetic control for publishing by NGS • Planning and execution of survey projects in remote areas and under harsh environmental conditions, and Federal Trust Land • Delivery of "short turnaround" survey • Project Management Plan (PMP), Schedule, Quality Control Plan (QCP) and Safety Plan development including Cost Control • Boundary survey in support of a Master Lease for a Tribal Enterprise Boundary/Control survey <p>SIZE / COST / SCHEDULE Size: 72,114.64 acres Cost (in thousands of Dollars): \$150,000.00 Schedule: July 2017</p>	
			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE	
iiná bá, Inc.	Farmington, New Mexico DUNS #11-286-9941	Prime, Surveying	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER	
	3	
21. TITLE AND LOCATION (City and State) New Mexico Air National Guard at Kirtland Air Force Base Albuquerque, New Mexico Boundary Survey	22. YEAR COMPLETED	
	PROFESSIONAL 2017	CONSTRUCTION N/A

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER 150 th Mission Support GP/Contracting	b. POINT OF CONTACT NAME MSGT Edwin D. Widgeon	c. POINT OF CONTACT TELEPHONE NUMBER 505-474-1859

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

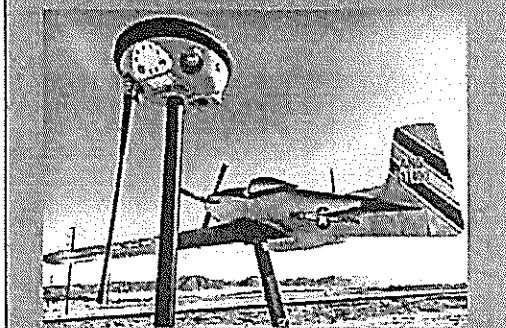
iiná bá was contracted to identify discrepancies and update the boundary lines of the New Mexico Air National Guard campus. Scope of work included but not limited to the following: provide a current stamped and accurate land survey in accordance with State and Federal standards; install survey markers for each point at a minimum stamp of point number and coordinate; survey of buildings included at least two (2) reference points; provide an AutoCAD drawing of new plat.

The survey plat was completed using CIVIL 3D applying the latest CAD standards. Equipment included Leica Total Stations, Leica RTK GPS system for survey (GS15 & GS14).

100% Success Rate in field data entry. 100% Success Rate in completion of project. 100% Success Rate in completing final deliverables to client.

PROJECT RELEVANCE


- Identification of boundary discrepancies
- Working with historic deeds, land grants, resolution of gaps or overlaps between adjoining properties.
- Working in the PLSS to perform sectional breakdown, and subdivision of the section, including irregular sections
- Preparation of Meets and Bound descriptions, deeds, easements, planning, executing field work and submitting Geodetic control for publishing by NGS
- Location of property improvements
- Delivery of "short turnaround" survey
- Project Management Plan (PMP), Schedule, Quality Control Plan (QCP) and Safety Plan development including Cost Control
- Boundary survey in support of a Federal Entity Boundary/Control survey




SIZE / COST / SCHEDULE

Size: 102.67 Acres
 Cost (In Thousands of Dollars): **\$34,000.00**
 Schedule: December 2017

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) Firm Name iiná bá, Inc.	(2) FIRM LOCATION (City and State) Farmington, New Mexico DUNS #11-286-9941	(3) ROLE Prime, Surveying

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
		4	
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Navajo Area Indian Health Services (NAIHS) Area Wide - Various Locations, New Mexico & Arizona Boundary Survey, Aerial Survey, & Utility Survey		PROFESSIONAL	CONSTRUCTION
		2016	N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER		b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Indian Health Services		Mr. Glenn Tsingine	928-871-5808
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
<p>iiná bá was contracted by NAIHS to perform Boundary, Aerial, and Utility Surveys on 26 services units across Arizona (17) and New Mexico (9). The work included finding evidence to retrace the various service units such as Hospitals, Clinics, Dental, and Housing Quarters. The updated surveys were to be used in Master Lease packages for Land Acquisition and Land Transfer.</p> <p>Research and Records were the biggest task for this project size and magnitude. Government to government interaction was key in areas where entities (Tribal, BIA, NAIHS, and Private) had multiple properties within the service unit compound. Locating PLSS corners and breaking sections was crucial to comply with Cadastral/BIA/Navajo Nation survey procedures. Project research included National Agency Headquarters, Historic Deeds, Chapter Resolutions, PLSS field notes, Public Land orders, U.S. Treaties, right-of-way/easements, leases, sub-leases, etc.</p> <p>Lastly field data processing and drafting to produce and finalize plat of record. The survey plat was drafted using CIVIL 3D applying the latest CAD standards. Equipment included Leica Total Stations, Leica RTK GPS system for survey (GS15 & GS14).</p>		<p>PROJECT RELEVANCE</p> <ul style="list-style-type: none"> • Identification of boundary discrepancies • Preparation of metes and bounds description. • Working with historic deeds, land grants, resolution of gaps or overlaps between adjoining properties. • Working in the PLSS to perform sectional breakdown, and subdivision of the section, including irregular sections • Meets and Bound descriptions, deeds, easements, planning, executing field work and submitting Geodetic control for publishing by NGS • Planning and execution of survey projects in remote areas and under harsh environmental conditions, and Federal Trust Land • Project Management Plan (PMP), Schedule, Quality Control Plan (QCP) and Safety Plan development including Cost Control • Boundary survey in support of a Master Lease for a Federal Entity <p>COST / SCHEDULE Cost (in thousands of Dollars): \$331,207.41 Schedule: May 2016</p>	
			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE	
iiná bá, Inc.	Farmington, New Mexico DUNS #11-286-9941	Prime, Surveying	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
		6	
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Navajo Nation Division of Economic Development – Shiprock Pinnacle Peak Park Boundary Survey, Shiprock, New Mexico		PROFESSIONAL	CONSTRUCTION
		2017	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Navajo Nation Division of Economic Development	Mr. Arval McCabe	928-871-6544	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
<p>iiná bá was contracted by Navajo Nation Division of Economic Development to perform Land Surveying services of the Shiprock Pinnacle for the Navajo Nation. Tasks included but not limited to the following: Perform Static GPS to obtain an OPUS processed Latitude & Longitude; field surveys to locate features within the project area; research and define US right of way, Navajo Routes, Utility Right of Ways, Research adjacent properties and adjacent lease tracts; locate and survey controlling BLM Section Corners for boundary determination; produce Survey Plat with legal description.</p> <p>The 8,336.36 Acre survey plat was completed using CIVIL 3D applying the latest CAD standards. Equipment included Leica Total Stations, Leica RTK GPS system for survey (GS15 & GS14).</p> <p>100% Success Rate in field data entry. 100% Success Rate in completion of project. 100% Success Rate in completing final deliverables to client.</p>		<p align="center">PROJECT RELEVANCE</p> <ul style="list-style-type: none"> • All surveying services performed in House • Project Management Plan (PMP), Schedule, Quality Control Plan (QCP) and Safety Plan development including Cost Control • Boundary survey in support of a Lease for a Tribal Park  <p align="center">Boundary / Control survey</p> <p align="center">SIZE / COST / SCHEDULE</p> <p>Size: 8,336.36 Acres Cost: \$7,875.00 Schedule: November 2017</p>	
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE	
iiná bá, Inc.	Farmington, New Mexico DUNS #11-286-9941	Prime, Surveying	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
21. TITLE AND LOCATION (City and State)		6	
Partial Retracement Survey of Township 13 N, Range 18 W., N.M.P.M. in Section 14, Navajo Nation, Breadsprings Chapter, New Mexico		22. YEAR COMPLETED	
		PROFESSIONAL	CONSTRUCTION
		2014	N/A
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Breadsprings Chapter Government	Mr. Guarena Adeky	505-778-5788	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

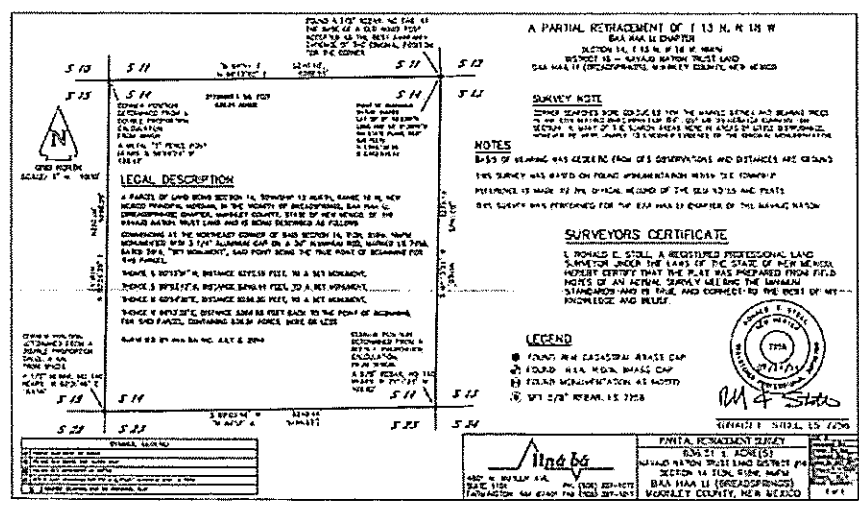
iiná bá was contracted by Breadsprings Chapter Government to survey section 14 (640 AC) of Township 13 N, Range 18 W for the Land Withdrawal process in preparation of subdividing into 160 AC parcels for Economic and residential development. The survey was used for Community Land Use Planning or "zoning" for community development projects.

Research and Records were the biggest task for this project as this survey took place in an unsurveyed area within the PLSS system. Locating PLSS corners and breaking sections was crucial to comply with Cadastral/BIA/Navajo Nation survey procedures. Project research included Historic Deeds as area falls in Navajo Nation "checkerboard" land classification, Chapter Resolutions, PLSS field notes, Public Land orders, right-of-way/easements, existing leases & sub-leases, etc.

Lastly field data processing and drafting to produce and finalize plat of record. The survey plat was drafted using CIVIL 3D applying the latest CAD standards. Equipment included Leica Total Stations, Leica RTK GPS system for survey (GS15 & GS14).

PROJECT RELEVANCE

- Creation of documents or maps required for zoning classifications and may include other services that are professionally, historically or generally provided as service by a professional license land surveyor
- Preparation of metes and bounds description.
- Working with historic deeds, land grants, resolution of gaps or overlaps between adjoining properties.
- Working in the PLSS to perform sectional breakdown, and subdivision of the section, including irregular sections
- Meets and Bound descriptions, deeds, easements, planning, executing field work and submitting Geodetic control for publishing by NGS
- Planning and execution of survey projects in remote areas and under harsh environmental conditions, and Federal Trust Land
- Project Management Plan (PMP), Schedule, Quality Control Plan (QCP) and Safety Plan development including Cost Control



COST / SCHEDULE
 Cost (in thousands of Dollars): \$14,981.00
 Schedule: July 2014

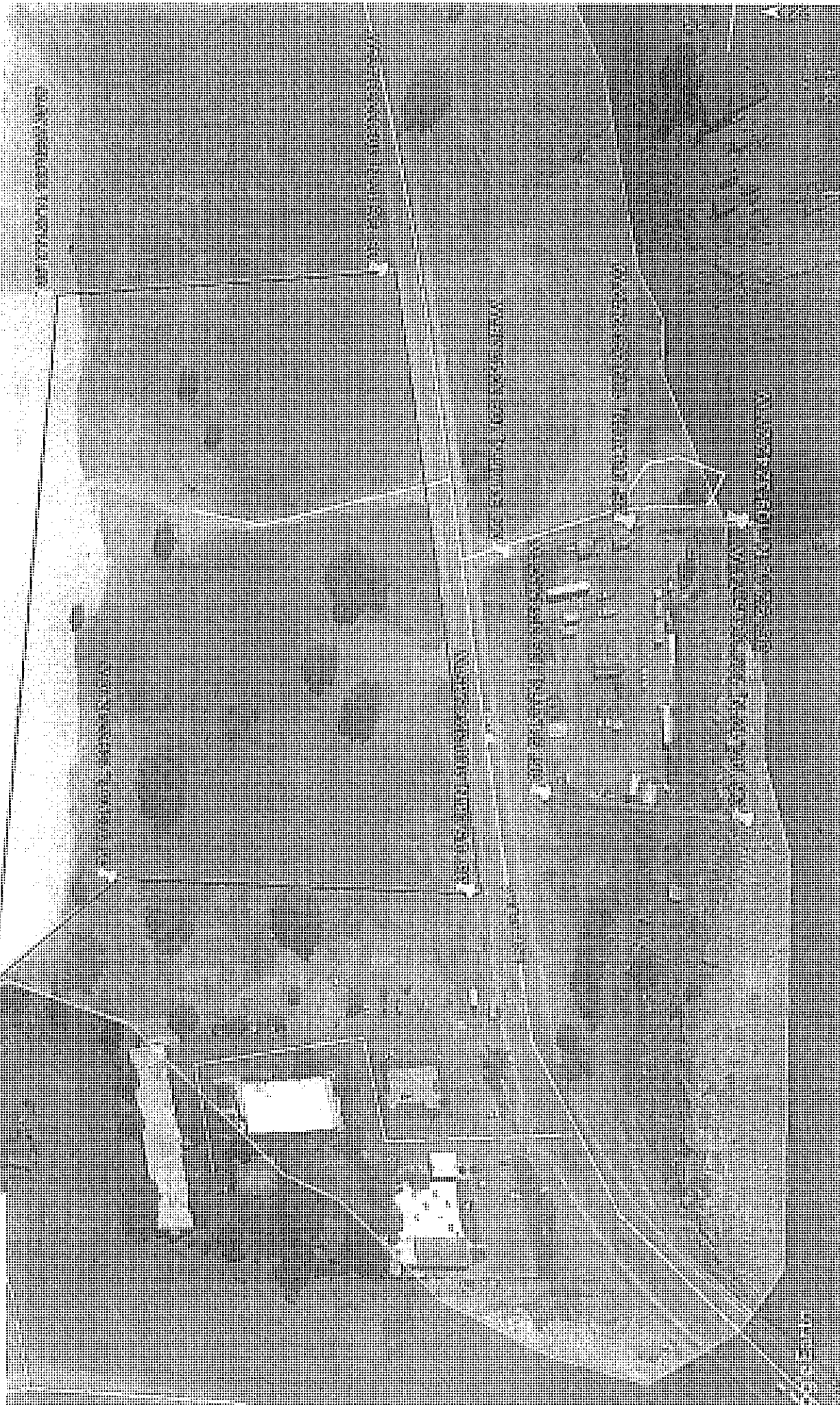
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
iiná bá, Inc.	Farmington, New Mexico DUNS #11-286-9941	Prime, Surveying

Little Vendor Village

Scale: 1/8" = 1'-0"
Date: 12/19/2008

Proposed Development

Legend
P Impervious

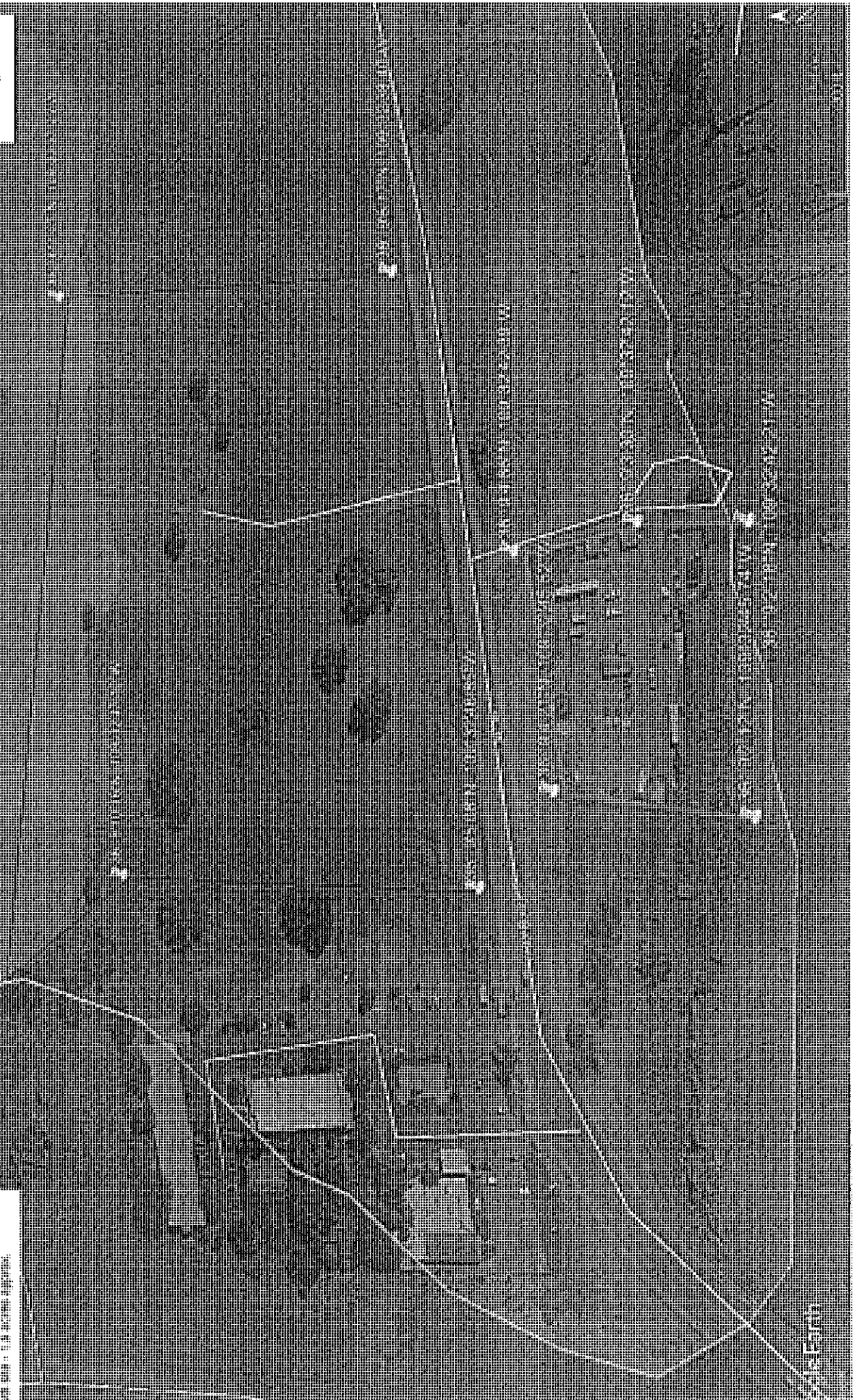


Yield Vendor Village

in site - 100% access
off site - 10% access

100% Access

Legend
100% Access



100% Access

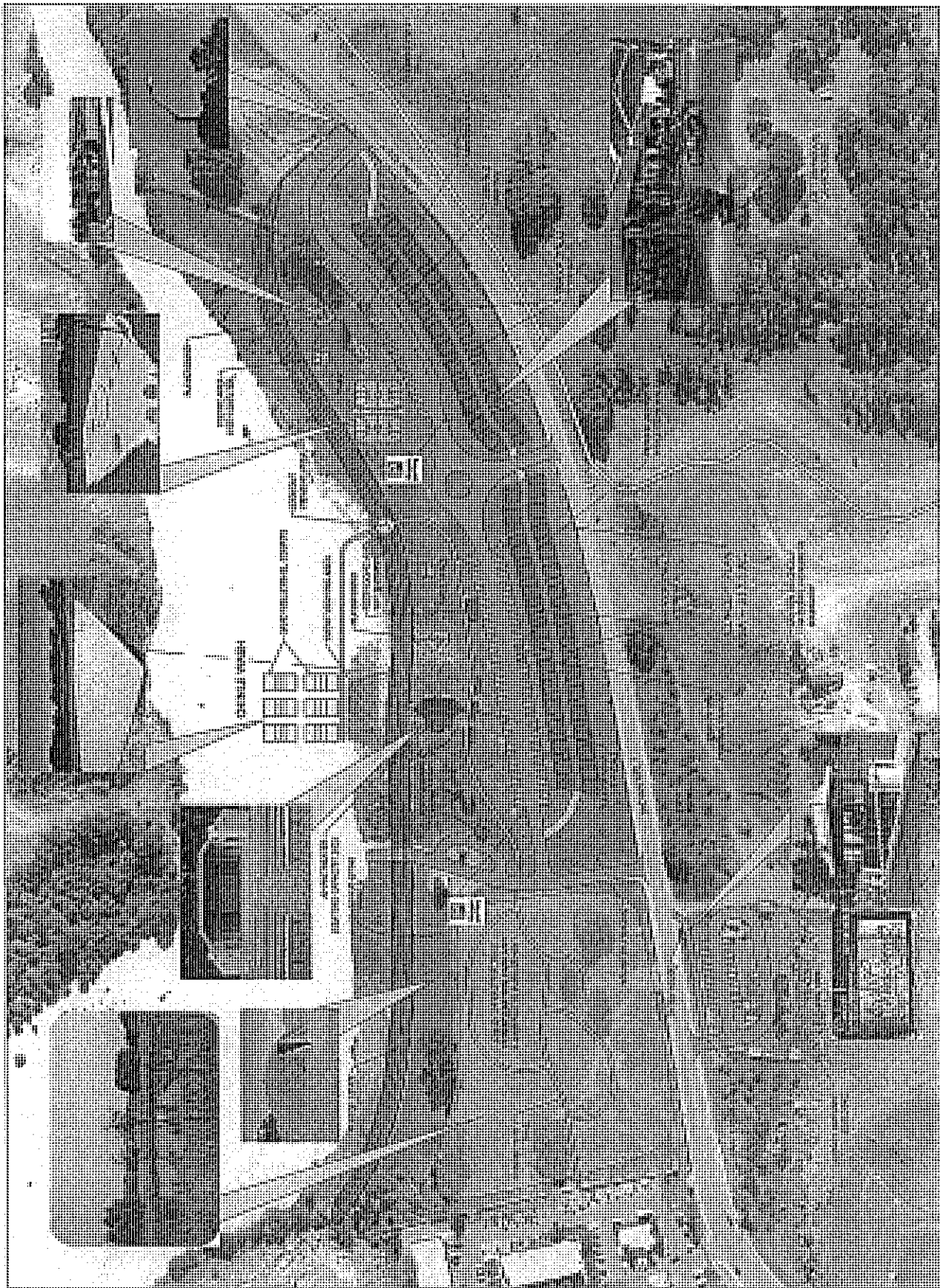
100% Access

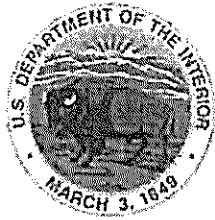
NO.	DESCRIPTION	DATE

VENDOR VILLAGE	
PARKING COUNT	
STANDARD STALLS	139
BUS STALLS	1
DOGGY DAYCARE	
PARKING COUNT	
STANDARD STALLS	26



- PROPOSED VENDOR VILLAGE
PROFIT CENTERS
- TOUR GUIDE FACILITY
 - FACILITIES RENTAL
 - VENDOR BOOTHS
 - CAMPO DE CHIELLY ENTRANCE FEE
 - SPECIAL EVENTS
 - DOGGY DAYCARE
 - FOOD VENDORS





United States Department of the Interior

NATIONAL PARK SERVICE
Canyon De Chelly National Monument
P.O. Box 588
Chinle, Arizona 86503



Date: April 6, 2021

To: Dr. Rosanna Jumbo-Fitch, LEED GA, President, Chinle Chapter Government

ALLYN

From: Lyn Carranza, Superintendent, Southern Four Corners Group, NPS CARRANZA

Digitally signed by ALLYN
CARRANZA
Date: 2021.04.06 12:02:32
-06'00'

Subject: Construction of Vendor Village

This is a memo of support for the planned construction of a vendor village in the area between Holiday Inn and the park Welcome Center. Such construction should be subject to appropriate analysis under the National Environmental Policy Act (NEPA) and consistent with the enabling legislation for Canyon de Chelly National Monument, 16 U.S.C. §§ 445-445b. The National Park Service anticipates that any waiver required by the Navajo Nation for construction of the vendor village would be obtained by the Chapter. In 2015, the National Park Service approached the Navajo Nation and the Chinle Chapter about the possibility of a vendor village as there have been a number of issues and concerns regarding vendors over the years. I have attended several meetings with Chinle Chapter officials and have reviewed the draft plan for the Vendor Village. Along with the Vendor Village, the chapter is interested in constructing a community park, green area, fee collection booth, parking area, and visitor pick-up area for tour guide businesses. In addition, the chapter would like to construct some facilities within the park boundary.

The National Park Service is supportive overall of this endeavor and would request that the Chapter officials take into consideration the following:

- The National Park Service and the Chinle Chapter should continue to work on an agreement for maintenance of facilities, location of facilities, appropriate activities in the monument, etc.
- The National Park Service has made a large investment in restoring the area within the park boundary that the Chapter would like to develop. The National Park Service would support preserving this restored area as primarily green space and appropriate facilities for park visitors.
- The vendor issues continue to be of concern and the National Park Service would like for the Chinle Chapter to consider a vendor policy or regulations for all vending both in the vendor village and inside the park.
- The National Park Service requests the Chinle Chapter to reconsider fee collection. There is a lot of local traffic on the road and it may be difficult to divert people to pay a fee. The visitor count for the park includes a large number of local persons who are counted because they use Welcome Center facilities and recreate in the park. There may be other, more feasible means for the chapter to increase funds. One possibility is that if the Chapter locates the parking area outside the park boundary the chapter could easily charge a parking fee for the day.

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



Dr. Rosanna Jumbo-Fitch

Chinle Chapter

PO Box 1809

Chinle, Arizona 86503



May 5, 2021

Dear Dr. Jumbo-Fitch,

Your application has been *approved* for an official 5-year Land Withdrawal Designation for 10.9 acres more or less for the Chinle Vendor Village. This letter is notification that you are not authorized to proceed with construction, operation and maintenance of the 10.9 acre site located in Section 16, Township 5 North, Range 10 West, Navajo Meridian, Chinle Chapter, Apache County, Arizona.

This letter is for land designation purposes only. You will have five (5) calendar years from the date of this letter to attain a Flood Plain Contingency Plan and an Environmental Assessment before a full designation can be considered.

Thank you for your application to the Navajo Land Department / General Land Development Department. If you have any questions or inquiries please contact the Navajo Nation General Land Development Department at (928)-871-6447, thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Mike Halona".

W. Mike Halona, Department Manager III

Navajo Land Department

Division of Natural Resources

NAVAJO NATION GENERAL LAND DEVELOPMENT DEPARTMENT

POST OFFICE BOX 69 · ST. MICHAELS, AZ 86511 · PHONE: (928) 871-6190 · FAX: (928) 871-7039



REQUEST FOR PROPOSAL (RFP)

SITE SURVEY & BOUNDARY SURVEY

PROJECT: CHINLE VENDOR VILLAGE

CHINLE CHAPTER GOVERNMENT

P.O. BOX 1809

CHINLE, AZ 86503

Proposal Submittal Deadline

Thursday, March 24, 2022

3:00 PM – MDT (Local Time)

Bid Number

CCG-2022-001

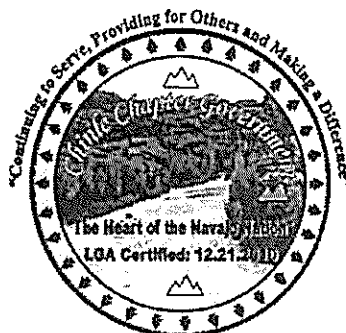


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1. PROJECT SUMMARY

The Chinle Chapter Government is currently working to develop a project near Canyon de Chelly known as the Chinle Vendor Village. The project has been a focus of the Chapter since the 1980's and the Chapter now has funding secured for pre-project and design services.

The Chapter is soliciting proposals to perform survey work at the project location. The scope of services will need to meet the requirements of the Navajo Land Department and will include a site survey and a boundary survey.

2. RFP INFORMATION AND GUIDELINES

All proposals in response to this RFP are due no later than 3:00pm MDT, March 24, 2022.

Proposal submittals shall be submitted electronically to the Project Management firm, Kenew, LLC., to the attention of Chad Hafstrom, Principal. The email address is chadh@kenewllc.com.

If submitting firms cannot submit the proposals electronically, a physical copy of the proposal may be submitted at the Chinle Chapter Administration located at 4600 Navajo Route 7, Navajo Nation Building 4600, Chinle, AZ by the above stated deadline. The mailing address for the Chinle Chapter is P.O. Box 1809, Chinle, AZ 86503.

Questions related to the Project and the RFP shall be directed to Chad Hafstrom, Principal, Kenew, LLC. at chadh@kenewllc.com.

Approximate Timeline:

Deadline for Questions	March 17, 2022
Receipt of RFP's	March 24, 2022
Evaluation of RFP's	March 24 th to March 31 st
Notice of Award	April 4, 2022
Contract Negotiations	By April 8, 2022
Commencement of Work	April 18, 2022

3. PROJECT DESCRIPTION

The Vendor Village project consists of multiple structures and improvements sitting on approximately 19 acres of land located between the Chinle Holiday Inn and the entrance into Canyon de Chelly National Park. The project will house up to 50 spaces for vendors to operate, as well as a common parking lot for the tourist and vendor area. There will also be a community park component consisting of basketball courts, sand volleyball courts, playgrounds, and a walking trail. The project will also include a small amphitheater.

The project is currently in the conceptual phase. A design team will be selected in early 2022 to expand the concept into a design with construction documents. It is anticipated that the site will have earthwork and grading throughout most of the area. It is also anticipated that new underground utilities will be constructed to serve the site including water, sewer, and electricity. Two new driveways connected to the main road are also expected.

4. SCOPE OF SERVICES

The Chinle Chapter Government has secured a 5-Year Land Designation Withdrawal for this area of land through the Navajo Land Department. The final land clearances and environmental studies are needed to allow the Chapter to attain full designation of the land for the Vendor Village project. The scope of services for the successful bidder will be to provide the required surveys to obtain the final release from the Land Department, including appropriate boundary surveys. The survey must include National Park Service and Navajo Trust Land; survey points, data showing differences in plots, and GPS coordinates

5. PROJECT SCHEDULE

The concept of the Vendor Village project dates back to the 1980's. The Chinle Chapter is now focusing on bringing this concept to reality. The Chapter has received funding for pre-design activities that must be expensed in the Spring of 2022. The Chapter would like to have the pre-design scopes of work done as quickly as possible, with the hopes of design work beginning in June 2022. The proposers shall identify a timeline of activities for this scope of work and propose a completion date when all reports will be received.

6. QUALIFICATIONS

Proposing firms shall provide proper license and provide credentials to perform this scope of work. Firms shall demonstrate an expertise in providing these services on similar types of projects. Firms must provide at least five (5) previous projects with similar scopes of work.

7. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

The Chinle Chapter Government and Project Team will evaluate all proposals and base the potential award on the following criteria:

- **Firm Experience – 25 Points:** Demonstrate overall firm experience as it relates to this project, including Key Personnel experience.
- **Previous Projects – 25 Points:** List Three (3) projects that are similar in scope, including size, location, and complexity. Also list references for each project.
- **Value and Cost – 35 Points:** The Cost Proposal will be evaluated in accordance with the Navajo Nation Business Opportunity Act.
- **Overall Quality of the Proposal – 15 Points:** The submittal will be evaluated on its overall quality and content.

8. NAVAJO NATION BUSINESS OPPORTUNITY ACT

The Navajo Nation Business Opportunity Act shall apply to this Request for Proposal. Prospective bidders are encouraged to familiarize themselves with these requirements. The Navajo Business Opportunity Act and related forms can be found at navajobusiness.com.

The Chinle Chapter Government reserves the right to waive any formalities or irregularities in the RFP. The owner also reserves the right to reject any or all bids.

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. lina 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input 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) ▶ _____ <small>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.</small> <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 2606	Requester's name and address (optional)
6 City, state, and ZIP code Farmington, NM 87499	
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 *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 ▶	Date ▶ 04/07/2022
------------------	----------------------------	--------------------------

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.



iinábá, Inc.

***Chinle Chapter Government
Request for Proposal
Site Survey & Boundary Survey
Chinle, AZ***

1812 Schofield Lane
Farmington, NM 87401
www.iinaba.com
Phone: (505) 327-1072
Date: 05/04/2022
iinábá, Inc. Proposal #P2222



iiná bá, Inc.

ENVIRONMENTAL | ENGINEERING | SURVEYING | CONSTRUCTION | TRANSPORTATION

May 4, 2022

Kenew, LLC
ATTN: Chad Hafstrom , Principal
17505 N. 79th Ave. Ste 205
Glendale, AZ 85308

RE: Site Survey and Boundary Survey Vendor Village
iiná bá, Inc. (IBI) Proposal No. P2220

Dear Mr. Hafstrom,

iiná bá Inc. (IBI) is pleased to present our Statement of Qualifications and Cost Proposal to provide Professional Surveying Services as needed per the statement of work received on April 14, 2022.

IBI has 25 years' experience in providing professional environmental, engineering, surveying and construction services in the southwest U.S. region. Over 95 percent of the awarded projects we have successfully executed has been assigned by different Federal Agencies (e.g., Navajo Nation, BIA, IHS, USEPA and Army Corps of Engineers). We are headquartered at 1812 Schofield Lane, Farmington, New Mexico 87401. ***IBI*** is a Navajo Nation Priority 1 Professional Service vendor.

IBI provides extensive background in Surveying and Mapping services in response to requirements governing a diverse range of business entities and activities. Our capabilities, experience, technical personnel, and knowledge allow ***IBI*** to provide competent efficient services. Our staff is experienced in working with private industry, Tribal, State, and Federal clients.

I, Duane Aspaas, will be the authorized agent to contractually obligate and negotiate the contract on behalf of ***IBI***.

By selecting the ***IBI*** team, North American Coal – Bisti Fuels Company will benefit from a wide range of talents and resources that will be readily accessible to address all challenges and opportunities associated the project. Our long history in the region has taught us the importance of client relationships, maintaining good relations and open communication with our clients.

Respectfully submitted,
iiná bá, Inc.

Duane Aspaas
President

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

www.iinaba.com

I. Firm Description and Qualifications

IBI was established in 1994 as consulting firm to focus on the unique project needs of the Native American communities of the Four Corners Region (New Mexico, Arizona, Utah, and Colorado).

IBI is a hundred percent (100%) Navajo owned business headquartered at 1812 Schofield Lane, Farmington, New Mexico 87401. Mr. Duane Aspaas, a registered member of the Navajo Nation, is the owner and President.

IBI is an 8(a) graduate company that provides professional environmental, civil engineering, land surveying, and construction services for public, private sector, tribal, and government projects within the Four Corners Region. **IBI** is registered with the Federal Government as a Small Disadvantaged Business.

Our Services

IBI provides extensive background and experience in the various phases of project development. The types of projects and services that our professionals are experienced include:

Land Surveying

- ALTA/NSPS Surveys
- Control/Geodetic network surveys
- Construction layout/staking (buildings, structures, bridge structures, highways & roads)
- Photogrammetric surveys/aerial mapping land development & planning
- Cadastral surveys
- UAS & Aerial Photography and Mapping
- Topographic & various field surveys
- Boundary/Rights of way/Easement/Location surveys
- Quality control & quality assurance
- Survey plat review & field verification

Civil Engineering

- Site Grading Designs
- Site drainage analysis w/ computer modeling software
- Storm water facility designs
- Street and roadway designs
- Subdivision planning and layout
- Water system designs
- Sanitary sewer system designs
- Water and wastewater facility designs
- Landfill cell designs

Company Certifications, Licenses and Equipment

IBI has assembled qualified individuals who are well versed in the environmental industry. Along with our combined project experience and knowledge, we also offer professional certifications and licenses.

- DUNS No. 11-286-9941
- Federal Tax ID No. 85-0429578
- SBA-Certified 8(a) Program Participant (Graduated Feb. 2015)
- SBA-Certified Small Disadvantaged Business
- Navajo Nation Prior 1 Vendor
 - Professional Services No. 0519-8041
 - General Contractor No. 0519-2358
 - Subcontractor No. 0519-2171
- OSHA HAZWOPER Health & Safety Training
- OSHA Supervisory Training

Licensed Professional Land Surveyors

- New Mexico
- Arizona
- California
- Oregon
- Idaho
- CFedS

Licensed Professional Engineers

- New Mexico
- Arizona
- Utah
- Colorado

FAA UAS Remote Pilot License

Listing of Equipment

The following is a list of equipment and materials anticipated to be used in the performance of work:

- 4x4 Vehicles
- UTVs w/ Trailers
- Leica GS15/GS14 GNSS Receivers
- Leica Precise Digital Leveling
- UAV/Aerial /Photogrammetric Mapping means and methods.

IBI uses the most up to date proceeding software and instruments including AutoCad Civil 3D 2018, Leica GPS/GNSS Survey Instruments, Leica Robotic Total Stations, Leica Digital Levels, DJI UAVs, C-Astral UAVs, Leica Geo Office 8.3, Leica Infinity, and Carlson (GPS) Survey Software.

II. Scope of Work

We understand that the Site Survey for the project is to provide Preconstruction Survey and Mapping services in Chinle, Arizona. The following is IBI's approach to the SOW including: Company resumes with roles and responsibilities; Organizational structure and management, Project approach, and Deliverables.

Project Approach:

All survey activities will be performed under the direct supervision of Mr. Ronald E. Stoll, Arizona licensed Professional Land Surveyor #11758, CFedS #1312.

1.0 Boundary Survey

- The survey crew will utilize existing control for the project using static GPS techniques such that the survey can be published on a known horizontal/vertical datum and coordinate system.
- Perform survey of areas per the emailed maps and proposed parcels to be withdrawn
- Perform field work and data collection of all items as specified under the Bureau of Indian Affairs Real Estate Services and Navajo Nation Land Department Standards and Specifications for the land withdrawal process.
- As the survey is for future development, our work would extend 25' beyond lot lines. Site detail and observable surface features as noted within the project area. This work shall include boundary only.
- Publication – Prepare a plat in accordance with the NNLD/BIA requirements, certified by a surveyor licensed by the State of Arizona. Provide three (3) copies of original sealed plan for your use. Electronic .pdf copies will also be provided

2.0 UAV Topographic Survey & Mapping

- The same horizontal/vertical control will be utilized for topographic efforts as described above in the boundary survey scope of work.
- Locate site details and observable surface features, such as: utility poles, paths, trails, roadways, buildings, structures, fences and surface evidence of utilities, etc. The limits of the area that will be surveyed will extend outside the parcel boundaries to ensure adequate coverage and accommodate for offsite drainage.
- The survey crew assigned to the project shall locate the amount of data required to produce an accurate topographic map of the area at two-foot contour intervals.

III. Project Team

Professional Resumes in Standard Form 330 format and licenses included in **Professional Resumes and Licenses**.

Principal:

Duane Aspaas, President of **IBI** will serve as the Project Principal. Mr. Aspaas, a registered member of the Navajo Nation, has an intimate working knowledge of Tribal procurement and regulatory affairs. With a multidisciplinary background and over 25 years Professional consulting experience, Mr. Aspaas leads **IBI** as both owner and Program Manager. **IBI** has flourished under his leadership, earning the Native American-owned consulting firm a highly regarded reputation for sound professional environmental, engineering, land surveying, construction and transportation services. Mr. Aspaas responsible will maintains consistent client communication throughout the execution of projects to ensure client satisfaction while maintaining a high standard in quality technical service. Mr. Aspaas possesses expertise as a Project Manager on various awarded Federal Agencies contracted (e.g., Navajo Nation, BIA, IHS, USEPA, NECA, and Army Corps of Engineers). His Federal and private companies experience includes contract manager for **IBI**, 25 years on Federal Agencies' contracts on many various projects. Mr. Aspaas has final administrative and fiduciary responsibility at **IBI**.

Project Manager:

Lance Aspaas, LSIT, Staff Engineer/Surveyor Manager of **IBI**. As the Survey Manager and lead field surveyor, Mr. Aspaas is responsible for overseeing all client communication, managing survey crews and equipment, project scheduling, field work coordination. Mr. Aspaas has extensive GNSS experience with dual frequency receivers, Terrestrial instruments, digital levels, and UAVs. Ability to utilize NGS control, CORS stations, OPUS solutions, and OPUS Projects when needed. Office support includes aiding Surveyor of Record in record research, survey calculations, drafting, and job estimating.

Surveyor of Record:

Ronald E. Stoll, PLS, Senior Land Surveyor of **IBI**. As the Surveyor of Record, Mr. Stoll is responsible for overseeing all survey activities including boundary, control, and GPS surveying, Terrestrial Surveying which includes field traversing, corner search, job preparation, construction staking, topographic and ALTA/NSPS surveys. Mr. Stoll has extensive GPS experience with dual frequency receivers both static and RTK and has the ability to utilize NGS control, CORS stations and OPUS solutions, when needed. Office support includes record research, survey calculations, drafting, and job estimating.

Team Organization and Management

IBI's team is organized to provide a quick response to survey assignments and careful oversight of all products that are submitted to the North American Coal – Bisti Fuels Company. We are committed to timely client service and a focused strategy for contract management and communication on the progress of the project.

IV. Past Project Experience

IBI has extensive experience in performing surveys similar in nature as outlined in statement of work. **IBI** has 27 years' experience in providing professional environmental, engineering, surveying and construction services in the southwest U.S. region. Over 95 percent of the awarded projects we have successfully executed has been assigned by different Tribal and Federal Agencies (e.g., Navajo Nation, BIA, IHS, USEPA and Army Corps of Engineers). Our staff is experienced in working with private industry, Tribal, State, and Federal clients, and regulatory agencies.

IBI pleased to present previous projects completed along with references for the various Tribal, Non-Tribal, and Federal entities such as Bureau of Indian Affairs (BIA), Indian Health Service (IHS), Navajo Agricultural Products Industry (NAPI), and Department of Defense (DOD) .

Project examples located in **Past Project Experience**.

V. Fee Summary

IBI will perform the Scope of Services above on a lump basis. We propose that the following lump sum budgets be established for our services.

Task	Description	Fee
1	Boundary Survey	\$5,500.00
2	UAV Topographic Survey & Mapping	\$8,500.00
Total Before Tax		\$14,000.00
6% Navajo Nation Tax*		\$840.00
Project Total		\$14,840.00

*6% NN Tax included for work performed within the boundaries of the Navajo Nation

Please note that all taxes (NN 6%) and reimbursable expenses, including travel, reproduction, and shipping, are included in the proposed budgets. While we expect the budget to be sufficient to accomplish the work as envisioned herein, changes in scope may drive additional costs. Should additional costs need to be incurred to complete the work as directed, we will advise you of such and not proceed until you have approved such changes in budget.

VI. Proof of Insurance

Evidence of **IBI's** insurance coverage is in the **Additional Attachments** of the proposal. Navajo Nation is named as additionally insured on the Certificate of Insurance.

VII. Navajo Preference

IBI is a certified Priority 1 vendor with the Navajo Nation as a Professional Service, General Contractor and Subcontractor vendor. ***IBI***'s Priority 1 Certification for Professional Services is in the **Additional Attachments** of the proposal.

Additional Attachments



iiná bá, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2021

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
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Scottsdale Insurance Co NAIC # 41297
IINA BA Inc. 1812 Schofield Lane Farmington NM 87401	INSURER B: National Indemnity Co 20087 INSURER C: New Mexico Premier Insurance Company 13675 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 20-21 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	VRS0004864	11/17/2020	11/17/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY			70APB004148	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
<input type="checkbox"/> AUTOS ONLY	Medical payments \$ 5,000						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			VES0003206	11/17/2020	11/17/2021	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			98479.102	07/15/2020	07/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			VRS0004864	11/17/2020	11/17/2021	Per 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 is additional insured in regards to the general liability policy when required by written contract. Subrogation has been waived when required by written contract.

CERTIFICATE HOLDER

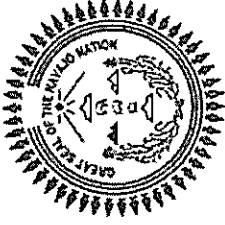
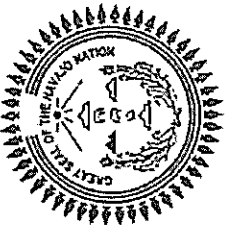
CANCELLATION

Navajo Nation PO Box 1875 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
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The Navajo Nation

Contract and Purchase Certification Certificate of Eligibility

Certificate No. 0721/8041



IINA BA, INC - PROFESSIONAL SERVICES - All NEPA Compliance: EAs EISs, Blo, Arch, T&E, Phase I/II/III, ESAs; hydro Investigations Soil & Ground Water Remediation; Hazardous Mat. Management; Wetland; ACOE 401/404 Permits; SFCC Plans, SWP3; H&S Plans, Haz. Mat. Spill Response & Assessment; USTs (Uranium/UMTRA); Soil/Water Sampling; Asbestos/Lead Sampling, Analytical Lab Services, Water Treatment; Wastewater; Sewer Sys/Airpord/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



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
	INSURER(S) AFFORDING COVERAGE	
INSURED IINA BA Inc. 1812 Schofield Lane Farmington NM 87401	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 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	Y	Y	VRS0005653	12/23/2021	12/23/2022	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						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	<input type="checkbox"/> 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
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			VES0003600	12/23/2021	12/23/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		98479.104	07/15/2021	07/15/2022	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						

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

Certificate holder is additional insured in regards to the general liability policy when required by written contract. Subrogation has been waived when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Navajo Nation PO Box 1875 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
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VIRTUE RISK PARTNERS
VIRTUE PACK
COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under VIRTUE PACK SERVICE BUSINESS PACKAGE POLICY.

Notwithstanding anything contained to the contrary in this VIRTUE PACK Service Business Package Policy, it is hereby agreed that all coverages bound and scheduled in the VIRTUE PACK Service Business Package Policy Declarations or the Contractors Pollution Liability Supplemental Declarations are subject to the following terms and conditions. In the event of a conflict between the provisions of these Common Policy Conditions and any Coverage Part, the provisions of these Common Policy Conditions shall control.

A. LIMITS OF LIABILITY AND DEDUCTIBLE - ALL COVERAGE PARTS

1. With the exception of any defense costs paid under the Commercial General Liability Coverage Part, the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations under Item III: Limits of Liability, is the most we will pay for the sum of CLAIMS, CLAIMS EXPENSES, occurrences or damages under all Coverage Parts, Optional Coverages, Supplemental Coverages, and Supplementary Payments under this VIRTUE PACK Service Business Package Policy.
2. If any CLAIM under any Coverage Part of this VIRTUE PACK Service Business Package Policy applies to multiple Coverage Parts, then the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations shall be limited to the highest applicable Limit of Liability payable under any one of the applicable Coverage Parts, with the exception of any applicable Excess Liability Coverage.

B. ADDITIONAL INSURED

1. It is understood and agreed that Section II. WHO IS AN INSURED of the Commercial General Liability Coverage Part and Section IV. DEFINITIONS, Paragraph I. INSURED of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts, as applicable, are amended to include ADDITIONAL INSUREDS, but only with respect to liability for "bodily injury," "property damage," "personal and advertising injury" or LOSS caused, in whole or in part, by:
 - a) "your work", YOUR SERVICES, or PROFESSIONAL SERVICES performed for that ADDITIONAL INSURED and included in the "products-completed operations hazard";
 - b) Your acts or omissions in the performance of your ongoing operations for that ADDITIONAL INSURED; or
 - c) The acts or omissions of those acting on your behalf in the performance of your ongoing operations for that ADDITIONAL INSURED.

However:

1. The insurance afforded to such ADDITIONAL INSURED only applies to the extent permitted by law; and
 2. If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the insurance afforded to such ADDITIONAL INSURED will not be broader than that which you are required by the contract or agreement to provide for such ADDITIONAL INSURED.
2. With respect to the insurance afforded to any ADDITIONAL INSURED, the following is added to Section III. LIMITS OF INSURANCE of the Commercial General Liability Coverage Part and Section V. LIMITS OF LIABILITY AND DEDUCTIBLE of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts:

If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the most we will pay on behalf of the ADDITIONAL INSURED is the amount of insurance:

 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance, whichever is less.

- b. The spouse, child, parent, brother or sister of that person as a consequence of INJURY OR DAMAGE to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the injury-causing event described in paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of that person.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Employer's Liability

BODILY INJURY to:

1. An EMPLOYEE of the INSURED, its parent, subsidiary or affiliate, arising out of and in the course of employment by the INSURED or while performing duties related to the conduct of the INSURED'S business; and
2. The spouse, child, parent, brother or sister of that EMPLOYEE as a consequence of Paragraph 5 a. above.

This exclusion applies whether the INSURED may be liable as an employer or in any other capacity and to any obligation of any INSURED to share damages with or repay someone who must pay damages because of such BODILY INJURY. This exclusion does not apply to liability assumed by the INSURED under an INSURED CONTRACT.

7. Related Claims

Any coverage provided under this Policy shall not apply to a CLAIM previously reported to the Company or any CLAIM c CLAIMS EXPENSES involving substantially the same general conditions or allegations that gave rise to any demand a referenced in the application, including any addendum or addenda attached thereto.

8. Injunctive Relief, Fines and Penalties

Any CLAIM seeking injunctive relief or payment for fines or penalties.

9. Project Coverage

Any liability or obligation from any project for which any INSURED is an insured on a separate project-specific policy issued by any insurance company.

10. Any CLAIM arising from: false arrest, detention or imprisonment, malicious prosecution; the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor; oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or oral or written publication, in any manner, of material that violates a person's right of privacy; the use of another's advertising idea in any advertisement; or infringing upon another's copyright, trade dress or slogan in your advertisement.

11. Unsolicited Communications

Any liability or obligation, including obligations to pay damages or defend any claim or suit by reason of the assumption of liability in an INSURED CONTRACT, from unsolicited communications or allegations of unsolicited communications made by or on behalf of any INSURED.

Unsolicited communications means any form of communication, distribution, or the transmittal or publication of information or material, including, but not limited to facsimile, electronic mail, postal mail, express mail, telephone, internet or web-based advertisement, instant message, SMS message or text message that the recipient has not specifically requested. Unsolicited communications includes, but is not limited to actual or alleged violations of:

- a. The Telephone Consumer Protection Act (47 U.S.C 227), including any amendment of, or addition to, such statute;
- b. The Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C 7701), including any amendment of, or addition to, such statute; or
- c. Any other statute, ordinance or regulation relating to the communication, distribution or transmittal of unwanted content, information or material.

It is understood and agreed that for the purposes of this Endorsement the following definition shall apply.

A. ADDITIONAL INSURED means:

1. Any person or entity specifically endorsed onto this Policy as an **ADDITIONAL INSURED**. If any, such **ADDITIONAL INSURED** shall maintain only those rights pursuant to this Policy as are specified by endorsement; or
2. Any person or organization the **NAMED INSURED** is required to name as an additional insured in a written contract or agreement, but only with respect to "your work," **YOUR SERVICES** or **PROFESSIONAL SERVICES** performed by or on behalf of the **NAMED INSURED** for that person or organization. However, such persons or organizations are covered only with respect to "bodily injury," "property damage," "personal and advertising injury," or **LOSS** arising out of "your work," **YOUR SERVICES** or **PROFESSIONAL SERVICES** and are not covered for any "bodily injury," "property damage," "personal and advertising injury," or **LOSS** arising out of the person's or organization's own liability.

C. EXCLUSIONS

There is no coverage whatsoever under this Policy for any of the following. We will also have no duty to defend the insured against any suit seeking damages to which this insurance does not apply.

1. **Cross Suits**

Any liability or obligation from any **CLAIM** initiated, alleged or caused to be brought about by a **NAMED INSURED** or **INSURED** against any other **NAMED INSURED** or **INSURED**. This exclusion shall not apply to **CLAIMS** brought by any person(s) or organization(s) whom you agree, in a written contract, to name as an **ADDITIONAL INSURED**.

2. **Prior Knowledge, Expected or Intended Injury**

BODILY INJURY, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE or **POLLUTION CONDITIONS** expected or intended, should have been known by, or could have reasonably been expected by any **RESPONSIBLE INSURED**, to give rise to a **CLAIM**. This exclusion shall not apply to **BODILY INJURY** resulting from the use of reasonable force to protect persons or property.

3. **Intentional Acts**

BODILY INJURY, PROPERTY DAMAGE or **ENVIRONMENTAL DAMAGE** based upon or arising from any acts of an **INSURED** which are based upon or otherwise attributed to the **INSURED'S** intentional, willful, dishonest, fraudulent, malicious, deliberate or knowingly wrongful act, including but not limited to such behavior or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body prior to or after inception of this Policy, including but not limited to an intentional discharge, seepage, disposal, dispersal, migration, release of any substance that could cause a **POLLUTION CONDITION**, committed by or at the direction of a **RESPONSIBLE INSURED**.

This exclusion does not apply to a **RESPONSIBLE INSURED** that did not commit, participate in, or have knowledge of such an act.

4. **Workers' Compensation**

Any liability or obligation of any **INSURED** under any workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar federal, state or local law and any amendments thereto.

5. **Employment Practices Liability**

INJURY OR DAMAGE to:

a. A person arising out of any:

- (1) Refusal to employ that person;
- (2) Termination of that person's employment; or
- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

12. Access or Disclosure of Confidential or Personal Information

Any liability or obligation arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

13. Fire Suppression Negligence Exclusion

Any liability or obligation arising out of the NAMED INSURED'S failure to provide safeguards, monitoring or emergency fire suppression equipment, during and up to one hour after performing any operations involving any activity or operation that generates sparks, flames or heat capable of causing combustion.

14. War

Any liability or obligation of any INSURED caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personal or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

15. Radioactive Waste

Any liability or obligation for radioactive, toxic or explosive properties of NUCLEAR MATERIAL. This exclusion shall not apply to the INSURED'S work as it relates to remediation and/or decommissioning of nonreactive sites which may contain or have become contaminated with Low-Level Radioactive Waste as defined in the Low-Level Radioactive Waste Policy Act and which is under the regulatory authority of the Atomic Energy Act of 1954, as amended.

16. NUCLEAR EXCLUSION

I. Any obligation:

A. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE:

1. With respect to which an INSURED under the Policy is also an INSURED under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of insurance; or
2. Resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, first aid, to expenses incurred with respect to BODILY INJURY, sickness, disease or death resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and arising out of the operation of a NUCLEAR FACILITY by any person or organization.

C. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE resulting from HAZARDOUS PROPERTIES of NUCLEAR MATERIAL, if:

1. The NUCLEAR MATERIAL is at, or has been discharged or dispersed from any NUCLEAR FACILITY owned by, or operated by or on behalf of, an INSURED; or
2. The NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE and was at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or

3. The injury, sickness, disease, death or destruction, **BODILY INJURY** or **PROPERTY DAMAGE** arises out of the furnishing by an **INSURED** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **NUCLEAR FACILITY**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such **NUCLEAR FACILITY**, **PROPERTY DAMAGE** to such **NUCLEAR FACILITY** and any property thereat.

As used in this Endorsement:

- A. **HAZARDOUS PROPERTIES** mean radioactive, toxic or explosive properties.
- B. **NUCLEAR FACILITY** means:
 1. Any **NUCLEAR REACTOR**;
 2. Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing **SPENT FUEL**, or (c) handling, processing or packaging **WASTE**;
 3. Any equipment or device used for the processing fabricating or alloying of **SPECIAL NUCLEAR MATERIAL**, if at any time the total amount of such material in the custody of the **INSURED** at premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any of the combination thereof, or more than 250 grams of uranium 235; or
 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **WASTE** including the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- C. **NUCLEAR MATERIAL** means **SOURCE MATERIAL**, **SPECIAL NUCLEAR MATERIAL**, or **BY-PRODUCT MATERIAL**.
- D. **NUCLEAR REACTOR** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- E. **SOURCE MATERIAL**, **SPECIAL NUCLEAR MATERIAL**, and **BY-PRODUCT MATERIAL** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- F. **SPENT FUEL** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **NUCLEAR REACTOR**.
- G. **WASTE** means any waste material: (a) containing **BY-PRODUCT MATERIAL** other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **SOURCE MATERIAL** content, and (b) resulting from the operation by any person/organization of any **NUCLEAR FACILITY** included in the first two paragraphs of **NUCLEAR FACILITY**.

With respect to injury to or destruction of property, the word injury or the word destruction includes all forms of radioactive contamination of property. **PROPERTY DAMAGE** also includes all forms of radioactive contamination of property.

D. GENERAL CONDITIONS

1. **Actions Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, each **INSURED** has fully complied with all of the provisions of this Policy, or until the amount of the **INSURED'S** obligation to pay shall have been finally determined either by written agreement of the **INSURED** or by judgment against the **INSURED** after actual trial and appeal has been concluded.

Any person, organization or legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the **INSURED** to determine the **INSURED** liability, nor shall the Company be impleaded by the **INSURED** or his legal representative.

2. **Additional Premiums:** If, during this **POLICY PERIOD**, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

3. Assignment: This Policy may not be assigned and shall be void if assigned or transferred without prior written consent of the Company.
4. Bankruptcy or Insolvency: Bankruptcy or Insolvency of the INSURED or of the INSURED estate shall not relieve the Company of any of its obligations hereunder.
5. Cancellation: This Policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing written notification stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company for any reason, by mailing to the NAMED INSURED at the address shown in the Policy, written notification not less than 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notification shall be sufficient proof of notification. The time of surrender or the effective date and hour of cancellation stated in the notification shall become the end of the POLICY PERIOD. Delivery of such written notification either by the NAMED INSURED or by the Company shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
6. Changes: Notification to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
7. Choice of Law: The policy shall be governed and construed in accordance with the laws of the State of New York, without giving effect to conflict of law rules.
8. Coverage Territory. This Policy applies to CLAIMS made:
 - a. In the United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph 1 above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - i. Goods or products made or sold by the INSURED in the territory described in Paragraph a. above; or
 - ii. The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business.provided the insured's responsibility to pay damages is determined in a CLAIM on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

9. Declarations and Representations: By acceptance of this Policy, the NAMED INSURED agrees that the statements contained in the Application for insurance, all supplemental materials, CLAIM information and any other information including submitted to the Company, including but not limited to the aforementioned, are accurate and complete at the time such information was reported. All submitted information comprise the INSURED'S agreements and representations, and knowledge that this Policy is issued in reliance upon the truth of such representations and that this Policy Declarations, Provisions, and Endorsements embody all agreements existing between all INSUREDS and the Company and supersede any prior express or implied agreements relating to this Policy.

The NAMED INSURED acknowledges and agrees that the Application and any other information submitted by the NAMED INSURED is incorporated into, and is part of, this Policy. The NAMED INSURED also acknowledges and agrees that the representations and warranties and contained in the Application or in any other information submitted by the NAMED INSURED in an effort to procure this Policy, are complete, true and correct and that the Company issued this Policy in specific reliance upon the representations and warranties contained in the Application and in any other information submitted by the NAMED INSURED.

10. Independent Counsel: In the event the INSURED is entitled by law to select independent counsel to defend the INSURED at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of a similar CLAIM or in the community where the CLAIM arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending CLAIMS similar to the one pending against the INSURED and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the INSURED agrees that counsel will timely respond to the Company's requests for information regarding the CLAIM. Furthermore, the INSURED may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

11. **Inspection and Audit:** Any of the Company's authorized representatives shall have the right and opportunity, but not the obligation, when the Company so desires, to interview persons employed by the INSURED and to inspect at any reasonable time, during the POLICY PERIOD or thereafter, the INSURED'S premises, equipment, operations, COVERED LOCATIONS and all improvements, structures, products, ways, works, machinery and appliances thereon; but neither the Company nor its representatives shall assume any responsibility or duty to the INSURED or to any other party, person or entity, by reason of such right or inspection. Neither the Company's right to make inspections, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The NAMED INSURED agrees to provide access to appropriate personnel to assist the Company's representatives during any inspection. The Company shall also have the right to examine or audit any financial records of the NAMED INSURED to inspect for accuracy in reporting income or revenue as represented and warranted in the Application. Premium audits may be processed as a result of such inspection, after any policy expires or is terminated. Premium adjustment calculations shall determine additional premiums due, if any, and shall not result in any mid-term downward adjustment of premium.
12. **Material Change in Risk:** The INSURED must endeavor to notify the Company, in writing, of any change in operations which materially increases the risk from that originally assumed by the Company at Policy inception. Any failure by the INSURED to notify the Company may void all additional risk presented to the Company, if that failure to notify the Company presents additional exposure that the company has not had the opportunity to assess or receive due consideration for. The Company reserves the right to rescind all coverage offered under this policy, accordingly.
13. **Mediation and Deductible Credit:** If the INSURED and the Company agree to use Mediation to resolve a covered CLAIM, and is completely resolved by such Mediation, the INSURED's Deductible obligation will be reduced by 75%, subject to a maximum monetary reduction of \$35,000. For the purpose of this paragraph, Mediation means a non-binding process where a neutral panel of individuals assist the parties to reach their own settlement. When this occurs, we will reimburse the NAMED INSURED as soon as practical for any qualifying deductible amount which was already paid by the NAMED INSURED prior to the Mediation.
14. **Minimum Earned Premium:** If this Policy is cancelled at the request of any NAMED INSURED, the total retained by the Company shall not be less than 25.00% .
15. **Nonrenewal:** The Company may non-renew this Policy by mailing or delivering to the NAMED INSURED at the address stated on the Declarations Page, or any endorsement amending the Declarations Page, written notice of nonrenewal at least sixty (60) days before the expiration date of this Policy. The offer of Policy terms, conditions or premium different than those in effect prior to renewal, shall not constitute non-renewal.
16. **Other Insurance:**
 - Commercial General Liability Coverage Only:
 - a. **Primary Insurance:** This insurance is primary except when b. below applies.
 - b. **Excess Insurance:**
 - (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for “property damage” to premises rented to you or temporarily occupied by you with permission of the owner;
 - (d) If the loss arises out of the maintenance or use of aircraft, “auto” or watercraft to the extent not subject to Exclusion g. of Coverage A (SECTION I); or
 - (e) That is valid and collectible insurance available to you under any other policy.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

All Other Coverage Parts except the Environmental Impairment Liability Coverage Part: If any part of either LOSS or CLAIMS EXPENSE are covered under this Policy and any other valid and collectible current, prior or subsequent Policy (ies) issued by any other insurer, this Policy shall provide coverage for such LOSS or CLAIMS EXPENSE on a pro rata basis with such other policy according to the applicable Limits of Liability of the applicable Coverage Part and such other policy. This coverage shall apply on an excess basis over any and all Project Specific Policies.

This insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the INSURED while acting as a self-insured for any coverage. The INSURED shall promptly upon the request of the Company provide the Company with copies of all policies potentially applicable against the liability to which this Policy applies.

The Company’s obligation to make any payment for TRANSPORTATION shall be on an excess and non-contributory basis over any other primary and excess insurance available to the INSURED, whether collectible or not.

17. **Primary Non-Contributory:** Except as otherwise specified herein, this Policy shall be considered primary to any similar insurance held by third parties with respect to “your work,” YOUR SERVICES and PROFESSIONAL SERVICES performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which person(s) or organizations(s) as referenced above may have, is excess and non-contributory to this insurance.
18. **Severability:** Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Policy to the NAMED INSURED, this insurance applies as if each NAMED INSURED were the only NAMED INSURED and separately to each INSURED against whom a CLAIM is made.
19. **Sole Agent:** The NAMED INSURED first listed in the Declarations shall be deemed agent of, and act on behalf of, all other INSUREDS, if any, with respect to all matters involving this policy, including the payment or return of premium, payment of all deductibles, receipt and acceptance of any endorsement issued to form a part of the Policy, giving and receiving notification of cancellation or non-renewal, and the exercise the Policy of the rights provided in the Extended Reporting Period clause, if applicable. The Company shall have the right to seek indemnification from any INSURED or any other person who may be legally liable for the debts of the NAMED INSURED.
20. **Transfer or Recovery Rights:** If the Company pays any amount or incurs CLAIM EXPENSE under this Policy, the Company shall be subrogated to the rights of recovery of each INSURED, against any person, firm or organization. All INSUREDS shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, including without limitation, assignment of the INSURED rights against any

person or organization on account of which the Company made payment or incurred coverage expense under this Policy. The INSURED shall do nothing to waive or prejudice such rights either prior or subsequent to any CLAIM.

21. **Transfer of the NAMED INSURED'S Rights and Duties:** The NAMED INSURED'S rights and duties under this policy may not be transferred without the Company's written consent except in the case of death of an individual NAMED INSURED. If an individual NAMED INSURED dies, their rights and duties will be transferred to the NAMED INSURED'S legal representative, but only while acting within the scope of duties as the NAMED INSURED'S legal representative. Until the NAMED INSURED'S legal representative is appointed, anyone having proper temporary custody of the NAMED INSURED'S property will have the NAMED INSURED'S rights and duties, but only with respect to that property.
22. **Waiver of Subrogation:** The Company waives any right of recovery it may have against any person(s) or organization(s) to whom the NAMED INSURED agrees, in a written contract, to provide a waiver of subrogation because of payments the Company makes for injury or damage arising out of the YOUR SERVICES done under contract with that person or organization. This status exists only for the project specified in that contract. Under no circumstances shall this provision act to extend the policy period, change the scope of coverage, or increase the Aggregate Limits of Insurance scheduled in the VIRTUE PACK Service Business Package Policy Declarations or in any Supplemental Declarations. This paragraph shall not apply to the Environmental Impairment Liability Coverage Part.

All other policy terms and conditions shall remain the same.

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Premier Insurance Company

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

Company Name

Address

Waiver Contact

Job Description



**Request for Proposal for Environmental Assessment, Biological & Archeological Clearances for the Chinle Vendor Village Project in Chinle, Arizona.
RFP No. CCG-2021-001**

The Chinle Chapter Government is soliciting environmental assessment services to provide clearances for a land withdrawal related to a new project in Chinle, Arizona, on the Navajo Nation. Proposals will be accepted from both Indian-owned and other firms for this project. Proposals are due on Thursday, February 3, 2022, at 3:00 PM.

The RFP can be requested from the individual listed below.

All questions must be submitted in writing and may be sent via email to the Project Management firm.

Chad Hafstrom, Principal
Kenew, LLC.
chadh@kenewllc.com

All proposals shall be submitted electronically to:

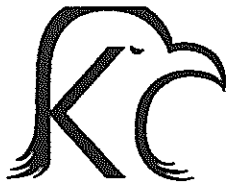
Chad Hafstrom, Principal
Kenew, LLC.
chadh@kenewllc.com

If firms cannot submit the proposals electronically, they may be physically submitted to the Chapter as shown below.

Mail to: P.O. Box 1809, Chinle, AZ 86503 or

Deliver to: 4600 Navajo Route 7, Navajo Nation Building 4600
Chinle, Arizona 86503

See www.chinle.navajochapters.org for RFP posting



Kenew, LLC

Construction / Project Management – QA/QC – Construction Administration – Estimating

February 15, 2022

John Isham, CPG, Environmental Manager
iina ba, Inc.
1812 Schofield Lane
Farmington, NM 87401

Re: Chinle Vendor Village
Environmental Assessment Services – RFP No. CCG-2021-001

Dear John:

The Chinle Chapter Government thanks you for submitting your proposal on the above-mentioned project. After evaluations of all proposals that were received, your proposal was ranked the highest.

We would like to schedule a meeting with your team to review the scope and pricing to ensure that we are all in agreement regarding the E/A services for the project. If you have availability, we would like to have a Zoom meeting later this week, or early next. Please reply to us with a few time slots that will work for your team.

If you have any questions, or if you need anything else, please feel free to contact me at your earliest convenience. We appreciate your interest in this exciting project and we look forward to working with you and your team to help move this project to the next phase.

Sincerely,

Chad Hafstrom

Chad Hafstrom, Principal
Kenew Construction Management

cc: Rosanna Jumbo-Fitch, Chapter President
Walton Yazzie, Chapter Manager
Tyrone Begay, Chapter Planner

Native-Owned Construction Management Services

Bob Terry III
Chad Hafstrom

Principal
Principal

BobT@KenewLLC.com
ChadH@KenewLLC.com

(480) 710-2360
(623) 225-3321

Passionate
Responsive
Reliable
Experienced

Scoring Sheet for RFP – Environmental Assessment – Chinle Vendor Village							
Name of Firm	Firm Experience - Demonstrate overall firm experience including Key Personnel - (20 Points Max)	Previous Projects - List Three (3) similar projects including references - (20 Points Max)	Project Approach - Describe the firm's approach to this project - (15 Points Max)	Value & Cost - (35 Points Max)	Bid Amount	Overall Quality of the Proposal - (10 Points Max)	Total - 100 Points
BRIC - DDC					\$ 52,296.59		
iina'ba', Inc.					\$ 22,903.69		
Keres					\$ 28,138.00		

Signature: _____ Date: _____

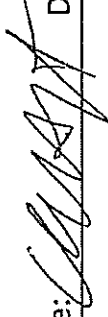
Scoring Sheet for RFP - Environmental Assessment - Chinle Vendor Village							
Name of Firm	Firm Experience - Demonstrate overall firm experience including Key Personnel - (20 Points Max)	Previous Projects - List Three (3) similar projects including references - (20 Points Max)	Project Approach - Describe the firm's approach to this project - (15 Points Max)	Value & Cost - (35 Points Max)	Bid Amount	Overall Quality of the Proposal - (10 Points Max)	Total - 100 Points
BRIC - DDC	18	20	12	20	\$ 52,296.59	9	79
iina'ba', Inc.	16	19	13	34	\$ 22,903.69	8	90
Keres	10	15	10	34	\$ 28,138.00	8	77

Signature:  Date: 2/7/22

Scoring Sheet for RFP - Environmental Assessment - Chinle Vendor Village							
Name of Firm	Firm Experience - Demonstrate overall firm experience including Key Personnel - (20 Points Max)	Previous Projects - List Three (3) similar projects including references - (20 Points Max)	Project Approach - Describe the firm's approach to this project - (15 Points Max)	Value & Cost - (35 Points Max)	Bid Amount	Overall Quality of the Proposal - (10 Points Max)	Total - 100 Points
BRIC - DDC	20	15	10	15	\$ 52,296.59	5	65
iina'ba', Inc.	20	20	10	35	\$ 22,903.69	5	90
Keres	20	15	15	25	\$ 28,138.00	5	80

Signature: Wang Date: 2-7-22

Scoring Sheet for RFP - Environmental Assessment - Chinle Vendor Village							
Name of Firm	Firm Experience - Demonstrate overall firm experience including Key Personnel - (20 Points Max)	Previous Projects - List Three (3) similar projects including references - (20 Points Max)	Project Approach - Describe the firm's approach to this project - (15 Points Max)	Value & Cost - (35 Points Max)	Bid Amount	Overall Quality of the Proposal - (10 Points Max)	Total - 100 Points
BRIC - DDC	19	18	13	25	\$ 52,296.59	9	84
iina'ba', Inc.	20 16	19	13	35	\$ 22,903.69	9	92
Keres	19	18	12	30	\$ 28,138.00	9	88

Signature:  Date: 2-7-22

Scoring Sheet for RFP - Environmental Assessment - Chinle Vendor Village

Name of Firm	Firm Experience - Demonstrate overall firm experience including Key Personnel - (20 Points Max)	Previous Projects - List Three (3) similar projects including references - (20 Points Max)	Project Approach - Describe the firm's approach to this project - (15 Points Max)	Value & Cost - (35 Points Max)	Bid Amount	Overall Quality of the Proposal - (10 Points Max)	Total - 100 Points
BRIC - DDC	20	20	15	30	\$ 52,296.59	8	82
iina'ba', Inc.	20	20	19	25	\$ 22,903.69	7	79
Keres	18	20	13	30	\$ 28,138.00	8	81

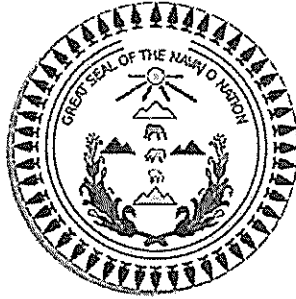
Signature: Retha B. Lel Date: 2/7/22

Scoring Sheet for RFP - Environmental Assessment - Chinle Vendor Village

Name of Firm	Firm Experience - Demonstrate overall firm experience including Key Personnel - (20 Points Max)	Previous Projects - List Three (3) similar projects including references - (20 Points Max)	Project Approach - Describe the firm's approach to this project - (15 Points Max)	Value & Cost - (35 Points Max)	Bid Amount	Overall Quality of the Proposal - (10 Points Max)	Total - 100 Points
BRIC - DDC	18	17	11	25	\$ 52,296.59	8.0	79
Liina 'ba', Inc.	16	16	9	31	\$ 22,903.69	7.0	79
Keres	17	17	10	30	\$ 28,138.00	7.5	81.5

Signature: 

Date: 02/07/22



REQUEST FOR PROPOSAL (RFP)

ENVIRONMENTAL ASSESSMENT, BIOLOGICAL & ARCHEOLOGICAL CLEARANCES

PROJECT: CHINLE VENDOR VILLAGE

CHINLE CHAPTER GOVERNMENT

P.O. BOX 1809

CHINLE, AZ 86503

Proposal Submittal Deadline

Thursday, February 3, 2022

3:00 PM – MDT (Local Time)

Bid Number

CCG-2021-001



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1. PROJECT SUMMARY

The Chinle Chapter Government is currently working to develop a project near Canyon de Chelly known as the Chinle Vendor Village. The project has been a focus of the Chapter since the 1980's and the Chapter now has funding secured for pre-project and design services.

The Chapter is soliciting proposals to perform NEPA assessments at the project location. The scope of services will need to meet the requirements of the Navajo Land Department, including Environmental Assessment, Biological and Archeological Clearances.

Partial funding is being provided by the U.S. Department of Commerce, Economic Development Administration. Successful bidder shall meet EDA requirements as it relates to funding of this phase of work.

2. RFP INFORMATION AND GUIDELINES

All proposals in response to this RFP are due no later than 3:00pm MDT, February 3, 2022.

Proposal submittals shall be submitted electronically to the Project Management firm, Kenew, LLC., to the attention of Chad Hafstrom, Principal. The email address is chadh@kenewllc.com.

If submitting firms cannot submit the proposals electronically, a physical copy of the proposal may be submitted at the Chinle Chapter Administration located at 4600 Navajo Route 7, Navajo Nation Building 4600, Chinle, AZ by the above stated deadline. The mailing address for the Chinle Chapter is P.O. Box 1809, Chinle, AZ 86503.

Questions related to the Project and the RFP shall be directed to Chad Hafstrom, Principal, Kenew, LLC. at chadh@kenewllc.com.

Approximate Timeline:

Deadline for Questions	January 20, 2022
Receipt of RFP's	February 3, 2022
Evaluation of RFP's	February 3 rd to February 17 th
Notice of Award	February 22, 2022
Contract Negotiations	By February 28, 2022
Commencement of Work	March 4, 2022

3. PROJECT DESCRIPTION

The Vendor Village project consists of multiple structures and improvements sitting on approximately 19 acres of land located between the Chinle Holiday Inn and the entrance into Canyon de Chelly National Park. The project will house up to 50 spaces for vendors to operate, as well as a common parking lot for the tourist and vendor area. There will also be a community park component consisting of basketball courts, sand volleyball courts, playgrounds, and a walking trail. The project will also include a small amphitheater.

The project is currently in the conceptual phase. A design team will be selected in early 2022 to expand the concept into a design with construction documents. It is anticipated that the site will have earthwork and grading throughout most of the area. It is also anticipated that new underground utilities will be constructed to serve the site including water, sewer, and electricity. Two new driveways connected to the main road are also expected.

4. SCOPE OF SERVICES

The Chinle Chapter Government has secured a 5-Year Land Designation Withdrawal for this area of land through the Navajo Land Department. The final land clearances and environmental studies are needed to allow the Chapter to attain full designation of the land for the Vendor Village project. The scope of services for the successful bidder will be to provide the required studies and reports to obtain the final release from the Land Department. The studies include historical and archaeological analysis, 100-year floodplain delineation, biological and environmental impacts to the area and to Canyon de Chelly, as well as threatened and endangered species review.

This project is being funded by a grant from the United States Department of Commerce Economic Development Administration (EDA). The Scope of Services includes preparation of an Environmental Narrative (see attached EDA Environmental Narrative Template) in accordance with the EDA Financial Assistance Standard Terms and conditions (see also attached.) The Recipient must provide to EDA the documentation EDA determines is necessary to complete its National Environmental Policy Act (NEPA) analysis. The following areas have been identified as needing additional information to complete a NEPA review for the construction of the proposed project: Historical and Archaeological Analysis update; analysis of impacts to Canyon de Chelly National Monument; Updated threatened and endangered species review; impacts to the 100-year floodplain; traffic impact analysis; stormwater runoff and appropriate controls; design capacity of the sanitary treatment system and whether it can handle additional flows; identify any current or potential risks to the project due to climate change (e.g., flooding, wildfires, sea level rise, severe weather).

5. PROJECT SCHEDULE

The concept of the Vendor Village project dates back to the 1980's. The Chinle Chapter is now focusing on bringing this concept to reality. The Chapter has received funding for pre-design activities that must be expensed by EDA's timeline. The Chapter would like to have the pre-design scopes of work done as quickly as possible, with the hopes of design work beginning in early 2022. The proposers shall identify a timeline of activities for this scope of work and propose a completion date when all reports will be received.

6. QUALIFICATIONS

Proposing firms shall be properly licensed to perform this scope of work. Firms shall demonstrate an expertise in providing environmental studies and clearances as well as experience on similar types of projects.

7. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

The Chinle Chapter Government and Project Team will evaluate all proposals and base the potential award on the following criteria:

- **Firm Experience – 20 Points:** Demonstrate overall firm experience as it relates to this project, including Key Personnel experience.
- **Previous Projects – 20 Points:** List Three (3) projects that are similar in scope, including size, location, and complexity. Also list references for each project.
- **Project Approach – 15 Points:** Describe the firm's approach to this project and how it intends to work with the owner to accomplish a successful project.
- **Value and Cost – 35 Points:** The Cost Proposal will be evaluated in accordance with the Navajo Nation Business Opportunity Act.
- **Overall Quality of the Proposal – 10 Points:** The submittal will be evaluated on its overall quality and content.

8. NAVAJO NATION BUSINESS OPPORTUNITY ACT

The Navajo Nation Business Opportunity Act shall apply to this Request for Proposal. Prospective bidders are encouraged to familiarize themselves with these requirements. The Navajo Business Opportunity Act and related forms can be found at navajobusiness.com.

The Chinle Chapter Government reserves the right to waive any formalities or irregularities in the RFP. The owner also reserves the right to reject any or all bids.

End of Request for Proposal