

5-11 312150013
45-87631
Los Jermes Water Bore

(REVISED 4/12/2021)



PROFESSIONAL SERVICES AGREEMENT

This professional services agreement (the "Agreement") is entered into as of the 21st day of May, 2021 ("Effective Date") between Navajo Tribal Utility Authority ("NTUA") and Canyon Construction Co. ("Contractor") (as used herein "Parties" refers collectively to NTUA and Contractor, and "Party" refers to NTUA or Contractor by the context).

WHEREAS, NTUA wishes to engage Contractor to assist NTUA in providing assistance in a certain area of service, as described below ("Services") and

WHEREAS, Contractor desires to provide such services to NTUA pursuant to the terms and conditions set forth below:

NOW THEREFORE, in consideration of the promises, the covenants and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Terms and Conditions. The Terms and Conditions attached hereto as Exhibit "A" are incorporated into this Agreement by reference as if fully set forth herein.
2. Services. NTUA hereby retains Contractor to provide professional Horizontal Bore-Drilling services in accordance with the Scope of Work, attached as Exhibit "B". Contractor shall perform such services and provide additional services as NTUA should require. Contractor shall act diligently and in accordance with all applicable laws in performing the Services.
3. Compensation. Contractor shall be compensated at the applicable rates in accordance with the Scope/Cost of Work attached hereto as Exhibit "C" and shall not exceed \$211,162.60 dollars, which shall be inclusive of all applicable taxes including Navajo Nation taxes. Contractor agrees that Services under this Agreement shall not continue for the remainder of the Agreement, unless otherwise agreed to and modified in writing, if such Services shall exceed the allocated amount.
4. Time and Availability. Contractor shall devote the time necessary to satisfactorily perform the Services for NTUA. Contractor shall give due regard in selecting dates and time to perform Services and shall consider the needs of NTUA's business functions when performing such Services.
5. Term. This Agreement shall commence as of the Effective Date and shall continue in full force until August 6, 2021 in accordance with this Agreement. NTUA and Contractor may negotiate to extend the term of this Agreement and the terms and conditions if NTUA deems it necessary. NTUA may terminate this Agreement without cause upon five (5) days written

advance notice to Contractor. Termination shall not discharge or modify any of the obligations of the Parties arising prior to the effective date of Termination, including obligations to pay for Services performed prior to effective date of termination.

IN WITNESS WHEREOF, NTUA and Contractor have executed this Agreement as of the date set forth herein.

NTUA
Navajo Tribal Utility Authority

Contractor
Canyon Construction Company

By:

Walter W. Haase, P.E.

Name: Eric Anderson

General Manager

Title: General Manager

5/26/2021

EXHIBIT A

Terms and Conditions

1. **Terms and Conditions.** The Terms and Conditions ("Terms") apply to the Services provided to NTUA by Contractor as set forth in this Agreement to which these Terms are attached. The Terms are incorporated into the Agreement and constitute the entire agreement between the Parties with respect to the Services provided unless otherwise stated in this Agreement. The Agreement is expressly reserved to these Terms and any changes which modify or alter the Terms or the Agreement are expressly rejected unless agreed to mutually by both parties.
2. **Compensation.** The Compensation for the Services shall be set forth in Exhibit "C", unless otherwise stated.
3. **Invoice.** The Contractor shall invoice NTUA monthly for fees and expenses incurred in performance of the Services. Such invoice shall provide a reasonable description and documentation of the Services provided and costs incurred. NTUA shall pay the amounts invoiced within sixty (60) days of receipt of an invoice from Contractor. In the event of any dispute as to payment Parties shall act expeditiously and in good faith to resolve the dispute. Contractor shall separate, on each invoice, work performed within or outside the territorial jurisdiction of the Navajo Nation. Such invoices shall break out all hours by personnel name, travel, out-of-pocket and labor expenses in separate line items, with a reasonable description and documentation of the tasks completed and costs incurred.
4. **Taxes.** Contractor shall be responsible for all taxes payable with respect to amounts paid to Contractor by NTUA hereunder, and unless required by law, NTUA shall not withhold any taxes from amounts payable to Contractor. Contractor shall promptly provide NTUA with any certificates necessary to evidence its exemption from withholding. Contractor understands that it is responsible to pay all applicable taxes and shall, when requested by NTUA, properly document to NTUA that any and all taxes have been paid. In the event Contractor fails to pay Navajo Nation taxes required by Navajo law, NTUA shall have the right, but not the obligation, of withholding Navajo Nation taxes on each invoice presented for payment for work performed within the Navajo Nation.

Work physically performed within the Navajo Nation is subject to Navajo Nation taxes. "[T]he taxpayer shall be responsible for paying the Sales Tax only on the gross receipts received for that portion of the work when the taxpayer is physically located within the Navajo Nation." (Navajo Nation Sales Tax Regulation §6.106). The applicable Navajo Nation tax shall be paid directly to The Office of the Navajo Tax Commission by Contractor.
5. **Independent Contractor.** Contractor is an independent Contractor and will not, through performance of Services, be or become an agent, partner or employee of NTUA. Contractor is not granted any authority or responsibility, express, implied or apparent, to bind any act on behalf of NTUA.

6. **Benefits.** Contractor shall not be entitled to participate in any benefits or programs maintained by NTUA for its employees including, but not limited to pension, retirement, life, medical and disability benefits, profit sharing or other fringe benefits. No workers' compensation insurance shall be obtained by NTUA to cover Contractor.
7. **Insurance.** Throughout the term of this Agreement, Contractor shall maintain comprehensive liability insurance and workers compensation insurance on all its employees, and Contractor shall carry coverage of not less than the following amounts: (i) Commercial General Liability Insurance (including contractual liability coverage) with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence, naming NTUA as an additional insured thereunder; (ii) Commercial Auto Liability insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence, naming NTUA as an additional insured thereunder and (iii) workers compensation insurance as required by law. At the time of execution of this Agreement, Contractor shall provide NTUA with a certificate of insurance evidencing the insurance coverages required under this Section, and thereafter Contractor shall provide NTUA with certificates evidencing any renewal thereof. Any modification, renewal, replacement or cancellation of such insurance coverages to the extent feasible by Contractor's insurer, will be provided to NTUA with thirty (30) days prior written notice to NTUA. Approval of Contractor's insurance shall not relieve Contractor of any obligation contained herein, including without limitation, Contractor's defense and indemnity obligations. Contractor's insurance shall be primary and non-contributory and is required to respond and pay prior to any other insurance or self-insurance available.
8. **Indemnification.** Contractor agrees to defend, indemnify and hold NTUA and its affiliates, officers, directors, employees, agents, successors and assigns harmless from any and all losses, liabilities, damages and claims and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) ("Loss" or "Losses") related to or arising from any third-party demand, claim or suit for damages, injunction, or other relief, on account of or arising from any actual or alleged: (i) breach of any representation, warranty, covenant or provision of this Agreement; (ii) damage to any property; (iii) infringement of any intellectual property rights or ownership rights; (iv) public charges and penalties; or (v) demand, liability or lien, provided the foregoing arise in connection with (1) negligent acts or omissions or willful misconduct of Contractor or any of its officers, directors, employees, and agents (other than those acting in a capacity for NTUA) in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, equipment or software not provided by NTUA which are connected or are to be connected to Services; and (2) claims for infringement or misappropriation of any patent, trade secret, copyright, or other intellectual property rights, arising from the use of equipment and software, apparatus and systems not provided by or approved for use in connection with the Services by NTUA. Contractor shall not, however, be responsible for any Losses caused by the sole negligence or willful misconduct of the NTUA and its officers, directors, employees, agents, successors and assigns (other than those acting in capacity for Contractor).
9. **COVID-19.** The parties agree that in order to maintain a safe and healthy environment for all Contractors, Contractors, employees, and customers, the Contractor shall abide by the NTUA Guidelines to NTUA Employees: COVID-19. In addition, the Contractor shall abide by

applicable COVID-19, instructions consistent with the Guidelines, or applicable Navajo Nation executive orders, public health orders, or legislation will be borne by the Contractor. Nothing herein shall be construed as NTUA agreeing to be liable for any loss, death or injury of any kind whatsoever, that is caused by or a results of the novel coronavirus (COVID-19).

10. **Termination.** The following events are also deemed to be events of default pursuant to which NTUA has the right to terminate as set forth below:

- a) NTUA may terminate this Agreement upon five (5) days written notice to Contractor;
- b) If default shall be made in any of Contractor's covenants, agreements, or obligations contained in this Agreement and Contractor fails to cure said default within fifteen (15) days after written notice is provided to Contractor by NTUA, or in case of any assignment or transfer of this Agreement in violation above, NTUA may, at its option, terminate this Agreement by serving five (5) days' notice in writing upon Contractor. Notwithstanding the foregoing, NTUA shall have the right to terminate this Agreement immediately if Contractor fails to provide evidence of insurance as required in Section 7.

11. **Warranties.** Contractor warrants that:

- (a) Contractor's agreement to perform the work pursuant to this Agreement does not violate any agreement or obligation between Contractor and a third party; and
- (b) The work as delivered to NTUA will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and
- (c) The Services provided by Contractor shall be performed in a professional manner, and shall be of high grade, nature, and quality. The Services shall be performed in a timely manner and shall meet deadlines agreed between Contractor and NTUA; and
- (d) The Services will be of a professional quality conforming to generally accepted industry standard and practices, and performed in a timely manner in accordance with the terms and conditions of this Agreement.

12. **Survival of Obligations.** Neither termination nor expiration of this Agreement shall terminate the obligations of the NTUA to Contractor for charges and reimbursements due to Contractor for performance of services under this Agreement, nor of Contractor with respect to the protection of NTUA's confidential information, supplied by NTUA to Contractor or prepared by Contractor for NTUA nor any indemnity obligations for the benefit of either party, all of which obligations shall survive any termination or expiration hereof.

13. **Confidentiality.** In performing consulting Services under this Agreement, Contractor will be exposed to certain "Confidential Information" (defined below) of NTUA. Contractor agrees that it will not use such Confidential Information in any way for the benefit of anyone other than NTUA, and will not disclose such information without the prior written authorization of the

General Manager of NTUA, either during or after the term of this Agreement, for as long as such information is classified as Confidential Information.

Confidential Information shall include, but is not limited to information concerning patents, trade secrets, unpublished rates, confidential processes, material, research and development, proprietary software, analysis, techniques, material and designs useful to NTUA, vendor names, customers, supplier lists, databases, management systems, sales and marketing plans of NTUA, confidential development or research, confidential current or future agreements, or any other confidential or proprietary information of NTUA.

14. **Intellectual Property Rights.** Contractor agrees that any computer programs, software, copyrightable work, discoveries, drawings, plans, improvements and any other work developed for the benefit of NTUA (hereinafter called "Protected Work") developed by Contractor, or resulting from the performance of Contractor's responsibilities and obligations pursuant to this Agreement, are works made for the benefit of NTUA and the property of NTUA. If for any reason the Protected Work would not be considered a work made for the benefit of NTUA under applicable law, Contractor hereby sells, assigns and transfers to NTUA, its successors and assign, the entire right, title and interest in and to the Protected Work, including but not limited to exclusive rights to produce, distribute, prepare derivative works, display and perform the Protected Work. This provision shall survive expiration and termination of this Agreement.

15. **Retention of Payment.** NTUA may retain 10% of Compensation to confirm that all Services are satisfactorily completed. NTUA will determine if a retention is required and whether it will be imposed per invoice or at the final payment depending on the project and the circumstances. Once NTUA determines that all Services have been completed, the retention withheld by NTUA shall be released. In the event of a dispute between NTUA and Contractor, NTUA may withhold from the final payment an amount not to exceed 100% of the disputed amount.

MISCELLANEOUS

16. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH LAWS OF THE NAVAJO NATION, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION OF THE NAVAJO NATION AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS TO THE EXTENT AUTHORIZED BY THE NAVAJO SOVEREIGN IMMUNITY ACT, 1 N.N.C. §551, ET. SEQ.

17. **Complete Agreement.** This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement.

18. **Severability.** If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such unenforceability or invalidity shall not affect the enforceability or validity of any other provision of this Agreement.
19. **Waiver.** Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.
20. **Successors and Assigns.** All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of NTUA and Contractor to the same extent as if each such successor and assign was named a party to this Agreement.
21. **Navajo Preference.** In performing the work under this agreement, the Contractor shall comply with all applicable laws, policies, rules and regulations of the Navajo Nation and the NTUA, including without limitation the Navajo Preference in Employment Law, codified at 15 N.N.C. Sections 601, *et seq.*, (the "NPEA"), and the Navajo Nation Business Opportunity Act, codified at 15 N.N.C. Sections 201, *et seq.*, (the "NNBOA"). The terms and provisions of the NPEA and NNBOA are specifically incorporated herein, and become a part of this agreement, and breach by the Contractor of any terms and provisions of such law shall constitute a breach of this agreement and provide grounds for the suspension or termination of the agreement or other remedy as specified in the NPEA and NNBOA.
22. **Assignment.** Contractor may not assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the NTUA, which consent shall not be unreasonably withheld or delayed. Any attempted assignment by Contractor in violation of this section shall constitute a breach of this Agreement and shall be voidable by NTUA in its sole and absolute discretion.
23. **Procurement Procedure.** Contractor acknowledges that this Agreement and any modification of this Agreement shall be signed in accordance with applicable NTUA Procurement Procedure. Any violation of this section shall void such Agreements and modifications. A copy of the NTUA Procurement Procedure will be made available upon request to Contractor.
24. **Signatory Authority.** Contractor warrants that the signatory to this Agreement has the appropriate authority to execute such Agreements.
25. **Notices.** Any notice required by this Agreement shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

To NTUA:
Navajo Tribal Utility Authority
P.O. Box 170
Fort Defiance, Arizona 86504
Attn: Adriana Toledo, Project Manager (HQ - W/WW)

To Contractor:
CANYON CONSTRUCTION CO.
100 Moose Lane
Durango, CO 81303
Attn: Eric Anderson, General Manager

26. **Sovereign Immunity.** Nothing in this Agreement shall be construed as limiting or waiving NTUA's sovereign immunity rights except to the limited extent provided in the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §551 *et seq.*
27. **Order of Precedence.** Where there is a conflict between the Terms and Conditions set forth in Exhibit A and the other attachments including but not limited to Exhibit "B" attached hereto, the Terms and Conditions set forth in Exhibit A shall control.

EXHIBIT "B"

Scope of Work

NTUA currently is operating over 6,860 miles of water lines to customers on the Navajo nation; therefore, the Contractor shall provide a construction team who will perform a defined scope of work and to include key components and functionality, but not limited to.

Project Site: NAPI Headquarters, San Juan County, New Mexico

1. SCOPE OF WORK

A. SITE WORK

The Contractor shall furnish all material, labor, equipment and specialty services required to perform the "Water Facilities Relocation Project" work South of NAPI Headquarters wash crossings at NAPI, San Juan County, New Mexico in accordance with the proposed Navajo Tribal Utility Authority (NTUA) plans and the NTUA specifications and standards. The work shall include the following:

ITEM 1:

- Install approximately 680 feet of 4-inch High Density Polyethylene (HDPE) pipe by sub-surface directional bore across the wash.
- Install two (2) each 4-inch gate valves, complete in-place on the new 4-inch waterline.
- Install 1 ARV on the downstream side of new tie in.
- Install one (1) 2-in flush valve.
- Install transition gaskets at both ends of the pipe to connect back into existing 4" PVC
- Install 2 each new "deadman" on both sides of the wash.
- To perform hydro-static pressure testing of the new pipelines.
- To perform disinfections of the new HDPE pipelines and connections.
- The existing waterlines crossing will be abandoned in-place and will be removed as needed for tie-ins.
- To ensure that the pipeline is operating as planned.
- Contractor shall visit the Owner (NTUA) at the site to make visual observations of existing waterlines and conditions.

B. CONSTRUCTION

The Contractor shall perform the following during construction:

1) EXCAVATION

- Excavate near existing waterline at locations determined by NTUA inside the ROW

- Excavation shall be of adequate width and depth for proper installation of all piping and safety of work
- Prepare for sub-surface directional boring
- Perform sub-surface directional boring as shown on the plans
- Install 4-inch diameter HDPE pipe across the wash, complete in-place with all connections, valves, fittings, concrete anchor blocks, etc.
- Excavate and expose the existing waterline on each side of the wash. Notify NTUA Shiprock District before any excavation of existing lines at least three (3) days in advance.
- Cut, drain, and cap the existing waterlines to be abandoned.
- Excavate and install two (2) each mainline gate valves with mechanical joints, with valve boxes and concrete thrust blocks at the end of the new HDPE pipes.
- Connect the new waterlines to the existing pipelines, per NTUA specifications

2) BACKFILL

- The minimum depth of cover shall be 42 inches for all new pipes and 18-20 feet cover at wash crossings. Backfill materials around pipe shall be clean and free of clods, rocks greater than 1-inch in diameters and any sharp objects which may damage the pipe.

3) DISINFECTION & TESTING

- Disinfect the new waterlines and tie-ins with a minimum of 50ppm of chlorine solution and submit bacteriological samples prior to initiating service.
- Perform hydro-static pressure testing of the new waterlines at 160-PSI for a minimum of two (2) hours. The NTUA will provide water for testing from the nearest available source.
- Notify the NTUA to witness the disinfections and pressure testing.
- Check all gate valves for operation after the testing.

C. The Contractor agrees that the quantities of the various Works as stated in the Proposal or indicated on the Plans are only approximate. During the progress of the Work, the Owner may find it advisable to increase or decrease the quantities, and the Owner reserves the right to add or delete any items as may be deemed necessary.

1. MATERIALS SPECIFICATIONS

- All PE pipes shall be High Density Polyethylene (HDPE) pipe rated at 250-PSI working pressure.
- All PVC pipes shall be SDR-21, Bell and spigot, PVC pipe rated at 250-PSI working pressure.
- All fittings shall be SSB, Class 350, Ductile Iron, mechanical joints and with Mega-hug glands.
- All gate valves shall be Class 250, mechanical joint, RHT, with 2" operating nut.
- All gate valve boxes shall be ductile iron, Tyler series 6850, and adjustable screw type.

1. **SITE CLEANUP**

At completion of construction, the Contractor shall conduct clean-up activities of all project debris and transport and disposed of at an approved disposal site. The Contractor shall finish the site and grade the work area to blend with the surroundings.

3. **INSPECTION**

The Owner, NTUA and Contractor shall maintain an adequate inspection system for the duration of the project.

Final inspection shall be conducted by the Owner, the NTUA and the Contractor when the Contractor advises that all the work have been performed to final completion and all the construction provided for by the contract have been completed in accordance with its terms.

Acceptance will be made by the Owner, the NTUA when a successful final inspection is completed; all material, work or other requirements of the drawings, specifications and contract are furnished or completed. The Contractor will be advised in writing of the date the work is determined to be completed and accepted and until such acceptance the Contractor will be responsible for all work performed and materials delivered.

4. **WARRANTY**

The Contractor shall provide a warranty agreement on the completed work on the project. The Contractor shall provide a written certification for warranty on this work for not less than one year, commencing on the final successful acceptance of the project.

5. **RECORDS TO BE FURNISHED**

The Contractor shall keep one copy of all Specifications, Plans, Modifications, Supplemental Drawings, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Upon completion of the Project and prior to submittal of the final application for payment, the completed set of annotated Plans showing the actual work constructed together with any annotated supplemental and shop drawings of significance shall be delivered to the NTUA Engineer for the Owner's record. The annotated drawings shall be considered the project Record Drawings. The Record Drawing marked prints will be jointly inspected for accuracy and completeness by the Owner, the NTUA and a responsible representative of the Contractor prior to submission of payment, as evidenced by the issuance of a receipt by the Owner indicating the adequacy of the information. The drawings shall show the following information, but not limited thereto.

- a. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

- b. The location and dimensions of any changes from the contract drawings.
- c. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, construction, installation plans, and placing details, pipe sized, dimensions of equipment foundations, etc.
- d. All changes or modifications which result from the final inspection.
- e. All information as required in the technical provisions.

Review and Approval: One set of the preliminary Record Drawings marked prints shall be delivered to the Owner, the NTUA before final inspection for review and approval. If warranted and if there are discrepancies of the Record Drawings, one set of the marked prints will be returned to the Contractor for further work and re-submitted to the Owner for acceptance.

Other: All costs incurred by the Contractor in the preparation and furnishing of the Record drawings shall be included in the contract price and shall be a separate item.

Approval and Acceptance of the Final Inspection and Transfer Documents must be accomplished before final payment is made to the Contractor.

Project Site: South Los Verdes Restaurant, St. Michaels, AZ

1. SCOPE OF WORK

A. SITE WORK

The Contractor shall furnish all material, labor, equipment and specialty services required to perform the "Water Facilities Relocation Project" work South of Los Verdes Restaurant wash crossings at St. Michaels, Apache County, Arizona in accordance with the proposed Navajo Tribal Utility Authority (NTUA) plans and the NTUA specifications and standards. The work shall include the following:

ITEM 1:

- Install approximately 1200 feet of 10-inch High Density Polyethylene (HDPE) pipe by sub-surface directional bore across the wash.
- Install two (2) each 10-inch gate valves, complete in-place on the new 10-inch waterline.
- Install 1 ARV on the downstream side of new tie in.
- Install transition gaskets at both ends of the pipe to connect back into existing 8" PVC
- Install 2 each new "deadman" on both sides of the wash.
- To perform hydro-static pressure testing of the new pipelines.
- To perform disinfections of the new HDPE pipelines and connections.
- The existing waterlines crossing will be abandoned in-place and will be removed as needed for tie-ins.
- To ensure that the pipeline is operating as planned.
- Contractor shall visit the Owner (NTUA) at the site to make visual observations of existing waterlines and conditions.

B. CONSTRUCTION

The Contractor shall perform the following during construction:

1) EXCAVATION

- Excavate near existing waterline at locations determined by NTUA inside the ROW
- Excavation shall be of adequate width and depth for proper installation of all piping and safety of work
- Prepare for sub-surface directional boring
- Perform sub-surface directional boring as shown on the plans
- Install 6-inch diameter HDPE pipe across the wash, complete in-place with all connections, valves, fittings, concrete anchor blocks, etc.
- Excavate and expose the existing waterline on each side of the wash. Notify NTUA Fort Defiance District before any excavation of existing lines at least three (3) days in advance.
- Cut, drain, and cap the existing waterlines to be abandoned.

- Excavate and install two (2) each mainline gate valves with mechanical joints, with valve boxes and concrete thrust blocks at the end of the new HDPE pipes.
- Connect the new waterlines to the existing pipelines, per NTUA specifications

2) BACKFILL

- The minimum depth of cover shall be 42 inches for all new pipes and 15-18 feet cover at wash crossings. Backfill materials around pipe shall be clean and free of clods, rocks greater than 1-inch in diameters and any sharp objects which may damage the pipe.

3) DISINFECTION & TESTING

- Disinfect the new waterlines and tie-ins with a minimum of 50ppm of chlorine solution and submit bacteriological samples prior to initiating service.
- Perform hydro-static pressure testing of the new waterlines at 160-PSI for a minimum of two (2) hours. The NTUA will provide water for testing from the nearest available source.
- Notify the NTUA to witness the disinfections and pressure testing.
- Check all gate valves for operation after the testing.

The Contractor agrees that the quantities of the various Works as stated in the Proposal or indicated on the Plans are only approximate. During the progress of the Work, the Owner may find it advisable to increase or decrease the quantities, and the Owner reserves the right to add or delete any items as may be deemed necessary.

1. MATERIALS SPECIFICATIONS

- All PE pipes shall be High Density Polyethylene (HDPE) pipe rated at 250-PSI working pressure.
- All PVC pipes shall be SDR-21, Bell and spigot, PVC pipe rated at 250-PSI working pressure.
- All fittings shall be SSB, Class 350, Ductile Iron, mechanical joints and with Mega-lug glands.
- All gate valves shall be Class 250, mechanical joint, RHT, with 2" operating nut.
- All gate valve boxes shall be ductile iron, Tyler series 6850, and adjustable screw type.

2. SITE CLEANUP

At completion of construction, the Contractor shall conduct clean-up activities of all project debris and transport and disposed of at an approved disposal site. The Contractor shall finish the site and grade the work area to blend with the surroundings.

3. INSPECTION

The Owner, NTUA and Contractor shall maintain an adequate inspection system for the duration of the project.

Final inspection shall be conducted by the Owner, the NTUA and the Contractor when the Contractor advises that all the work have been performed to final completion and all the construction provided for by the contract have been completed in accordance with its terms.

Acceptance will be made by the Owner, the NTUA when a successful final inspection is completed; all material, work or other requirements of the drawings, specifications and contract are furnished or completed. The Contractor will be advised in writing of the date the work is determined to be completed and accepted and until such acceptance the Contractor will be responsible for all work performed and materials delivered.

4. WARRANTY

The Contractor shall provide a warranty agreement on the completed work on the project. The Contractor shall provide a written certification for warranty on this work for not less than one year, commencing on the final successful acceptance of the project.

5. RECORDS TO BE FURNISHED

The Contractor shall keep one copy of all Specifications, Plans, Modifications, Supplemental Drawings, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Upon completion of the Project and prior to submittal of the final application for payment, the completed set of annotated Plans showing the actual work constructed together with any annotated supplemental and shop drawings of significance shall be delivered to the NTUA Engineer for the Owner's record.

The annotated drawings shall be considered the project Record Drawings. The Record Drawing marked prints will be jointly inspected for accuracy and completeness by the Owner, the NTUA and a responsible representative of the Contractor prior to submission of payment, as evidenced by the issuance of a receipt by the Owner indicating the adequacy of the information. The drawings shall show the following information, but not limited thereto.

- a. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
- b. The location and dimensions of any changes from the contract drawings.
- c. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, construction, installation plans, and placing details, pipe sized, dimensions of equipment foundations, etc.
- d. All changes or modifications which result from the final inspection.
- e. All information as required in the technical provisions.

Review and Approval: One set of the preliminary Record Drawings marked prints shall be delivered to the Owner, the NTUA before final inspection for review and approval. If warranted and if there are discrepancies of the Record Drawings, one set of the marked prints will be returned to the Contractor for further work and re-submitted to the Owner for acceptance.

Other: All costs incurred by the Contractor in the preparation and furnishing of the Record drawings shall be included in the contract price and shall be a separate item

(REVISED 4 12 2021)

EXHIBIT "C"

Cost of Work

Below is the detailed service(s) pricing, including any and all costs to provide the services.

SECTION IV: COST ESTIMATE

THE UNDERSIGNED PROPOSER, HEREBY PROPOSES and agrees, if this proposed cost estimate is accepted, to enter into Agreement to perform satisfactory work based on the skills needed to complete the scope of work as requested by NTUA.

ITEM NO.	DESCRIPTION	TOTAL AMOUNT
1	NAPI Headquarters. All Inclusive Cost Labor, Materials, Overhead, and Applicable Fees	\$ 666,600.-
2	South Ln's Verdes Restaurant, St. Michaels All-Inclusive Cost - Labor, Materials, Overhead, and Applicable Fees	\$ 132,610.-
3	Navajo Nation 6% Sales Tax	\$ 11,952.60
Total Amount (Items 1 - 4):		\$ 211,162.60

Company Name Cowper Construction Co. Date 5/17/2021
Name/Title Keith Moore / estimator Signature: Keith Moore