THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT | MYRON LIZER | VICE PRESIDENT



November 03, 2022

NAVAJO SANITATION P.O. BOX 237 WINDOW ROCK, ARIZONA 86515

ATTENTION: BENJAMIN DAMON, OWNER

REFERENCE: 164 Review 019030/Contract

Dear Benjamin:

Attached please find your copy of the approved Contract (CO15716) with the Navajo Nation Department of Natural Resources. The Contract has been awarded in the amount of \$3,828.72. The term of the contract will commence August 01, 2022 and expires September 30, 2023.

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

Should you have any questions, please contact Karen Bedonie at 928-871-6982.

Sincerely,

Darlene Begay, Senior Accountant

OOC - Contract Administration

Warlen Usegas

xc:

Karen Bedonie, Navajo Nation DNR Merlin Johnson, Contract Accounting/Navajo Nation Office of the Controller Contract Folder: CO15716

NAVAJONATION OFFICE OF THE CONTROLLER
POST OFFICE BOX 3150 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-6308 · FAX: (928) 871-6026

FORM 1 (ADMINISTRATIVE PURPOSES ONLY)

SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND

	Navajo Sanitati	on, Inc.	
Consultant's Legal Name (th	his must match the name on the	Contractor's W-9 and Certifi	icate of Insurance)
PO Box	237, Window Rock, Consultant's physical address.	Arizona 86515-023	7
	(928) 871-4		
_	Consultant's telephon		
		CONTRACT NO:	
	EGINNING NDING	August 0	1, 2022
El	NDING	September	30, 2023
PAYMENTS TO BE MADE FE	ROM:		
A	ecount: <u>K211511</u>	6250	1,640.88
A	ecount:K190788_	6250	2,187.84
Ac	ecount:	<u> </u>	
TOTAL PAYMENTS ON THIS	CONTRACT NOT	TO EXCEED: \$	3,828.72
UNDER THE TERMS AND CO	ONDITIONS OUTLI	NED IN:	
ATTACHMENT	A – Mutual Promise	s and Agreements	
ATTACHMENT	B – Scope of Work		
EXHIBITS:			
EXHIBIT A – Ac	counting Codes and	Budget	
	nsultant Credentials rtificate of Insurance		
	remedie of mourance		
Employer's Identification No.:	68-0547		
or Consultant's Social Security No.	:	this nur	nber must match Form W-9

т	his Services Contract ("Contract
h	This Services Contract ("Contract") is made and entered into by and between the Navajo Nation,
11	ereinafter called the "NATION" and Navajo Sanitation, Inc, hereinafter
C	aned the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the
-	PARTIES." The PARTIES agree as follows:
1	
1.	Contract Term. The NATION agrees to use the non-exclusive services of the CONSULTANT
	beginning August 1, 2022, and ending September 30, 2023
_	
2.	Scope of Work. The CONSULTANT agrees to perform the services described in ATTACHMENT
	D - Scope of Work ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the
	PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
022	
3.	Compensation. The NATION agrees to compensate the CONSULTANT for services performed
	under this Contract by paying a sum not to exceed \$ 3.828.72 as per EXHIBIT A
	Accounting Codes and Budget, to include the Navajo Nation and local government sales tay amounts
	described in Paragraph 18, below, for work performed within the territorial jurisdiction of the
	NATION.
4.	Authorized Representative. The CONSULTANT shall work with the Navajo AML Reclamation
	(Contracting Program), and its Authorized Representative, Karen L. Bedonie, in the
	performance of work or services under this Contract. No payment shall be made unless said
	Authorized Representative approves the work performed or services provided under this Contract
	and has approved the invoice(s) submitted by the CONSTITUTION of the invoice(s) submitted by the CONSTITUTION of the invoice(s)
	and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized
	Representative or someone formally delegated by the Authorized Representative may assign tasks
	under the Scope of Work. All invoiced expenditures must be supported by receipts.
5	Contract Number Contract Number C
٠.	Contract Number. Contract Number C shall cover this Contract, and reference
	to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for
	payment.
6.	Availability of Funda The lightly Cal MATKON
0.	Availability of Funds. The liability of the NATION under this Contract is contingent upon the
	availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available
	to perform the services under the Contract.
7.	Travel Evnances The DADTIES
/.	<u>Travel Expenses</u> . The PARTIES recognize that the CONSULTANT may incur reasonable travel
	expenses in connection with providing services to the NATION. For said travel expenses to be
	eligible for reimbursement hereunder, the Authorized Representative must approve the travel in
	writing before said expenses are incurred.
0	
8.	Consultant is an Independent Contractor. Neither CONSULTANT nor its employees are, or shall
	be deemed, NATION employees. In its capacity as an independent contractor CONSILITANT
	agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control
	and direct the means, manner, and method by which the services will be performed: (b) shall utilize
	its own employees, facilities, equipment, tools, and supplies in performing the services: (c) is not
	eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans
	or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall
	be construed to send the first contract shall

be construed to create any agency or employment relationship between **CONSULTANT** or any of its employees and the **NATION**. Neither Party shall have any right, power, or authority to assume, create,

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

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

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

Karen L. Bedonie, DM III	Benjamin Damon Jr, Owner
Navajo AMLR Department	Navajo Sanitation, Inc.
PO Box 1875	PO Box 237
Window Rock, Arizona 86515	Window Rock, Arizona 86515
(928) 871-6982	(928) 871-4395

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

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

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

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

has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the **NATION** withholding amounts pursuant to this section in no way removes responsibility from the **CONSULTANT** as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

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

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

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

SIGNATURES OF THE CONTRACT

For the Consultant:

8-3-2022

Date

Benjamin Damon Jr., Own

Navajo Sanitation, Inc. PO Box 237

Window Rock, Arizona 86515

For The Navajo Nation:

Navajo Nation President The Navajo Nation

Post Office Box 9000

Window Rock, Arizona 86515

09.15.2022 Date

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME	Navajo Sanitation, Inc.	
ADDRESS	PO Box 237	
	Window Rock, Arizona 86515	_
TELEPHONE NO.	(928) 871-4395	

STATEMENT OF WORK

Navajo Sanitation, Inc. will provide waste management and disposal services to the Navajo Abandoned Mine Lands Reclamation Department (NAMLRD) / Shiprock Field Office located at 1 Uranium Boulevard, Shiprock, New Mexico 87420 for the period beginning August 1st, 2022 and ending September 30th, 2023, as follows:

- Navajo Sanitation, Inc. shall furnish equipment and services to collect and dispose of and/or recycle all of NAMLRD's waste materials. "Waste Materials" specifically excludes, and NAMLRD agrees not to deposit or permit the deposit for collection of any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic or hazardous waste.
- 2. The bin is for non-hazardous waste only. The following items are non-acceptable: batteries, hazardous materials/chemicals (paint, motor oil, acid, etc., tires, animal carcasses, dirt, concrete, and/or burning with the bin). Bins shall be accessible on the scheduled pick-up day.
- 3. If the bin is found with any unacceptable items, such as listed above, the load will be rejected and returned to NAMLRD; NAMLRD shall be responsible for ensuring the bin has been cleaned and decontaminated at NAMLRD's expense; in addition, payment will be due to Navajo Sanitation, Inc. for any cost incurred and NAMLRD will provide written guarantee the bin has been properly cleaned.

END OF SCOPE OF WORK

EXHIBIT A - Accounting Codes and Budget

FIRM NAME
ADDRESS
PO Box 237
Window Rock, Arizona 86515
TELEPHONE NO. (928) 871-4395

ACCOUNTING CODES

Account Nun	<u>ıber</u>		Account Name	Item	Totals
K211511 K190788		6250 6250	ARPA/FRF: CJY-44-21 S/R ADMIN: S19AF20028	\$ \$	1,640.88 2,187.84
	Т	TOTAL CONS	GULTANT FEES AND EXPENSES:	\$	3,828.72

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

Months	Monthly Rate	Locking System	NN	1 Tax @ 6%	٨	onthly Total	Account No.	Grant No.	Grant Expires
Aug-22	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48		S19AF20028	3/31/2023
Sep-22	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48		S19AF20028	3/31/2023
Oct-22	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48		S19AF20028	3/31/2023
Nov-22	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K190788.6250		3/31/2023
Dec-22	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K190788.6250	S19AF20028	3/31/2023
Jan-23	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K190788.6250	S19AF20028	3/31/2023
Feb-23	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K190788.6250	S19AF20028	3/31/2023
Mar-23	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K190788.6250	S19AF20028	3/31/2023

\$ 2,187.84

Months	Monthly Rate	Locking System	NN	1 Tax @ 6%	٨	lonthly Total	Account No.	Grant No.	Grant Expires
Apr-23	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K211511.6250	CJY-44-21	12/31/2026
May-23	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K211511.6250	CJY-44-21	12/31/2026
Jun-23	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K211511.6250	CJY-44-21	12/31/2026
Jul-23	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K211511.6250	CJY-44-21	12/31/2026
Aug-23	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K211511.6250	CJY-44-21	12/31/2026
Sep-23	\$ 243.00	\$ 15.00	\$	15.48	\$	273.48	K211511.6250	CJY-44-21	12/31/2026

\$ 1,640.88

Total Budget: \$ 3,828.72

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7/31/2022

1/1/2019 Thru Date

From Date

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K211511 US TREASURY-AMLR - FRF

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K211511

Job Project

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Project Job

NAVAJO NATION	Job Status Inquiry Print

R5551200P

Job Project

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	K190788	8 2019 AML ADMIN - S/R	DMIN - S/R									
										From Date	1/1/2019 Thru Date	7/31/202:
	Cost	Cost		LPM	Original	Revised	Actual	Open Commit	Budget	% Revised	% Revised	
	Code	.	Description	DECUM	Budget Amt	Budget Amt	Amount	Amount	Balance	Spent	Remaining	
		3310 Air		6 BN	2,400.00						D	
		3310 Air		T 9	2,400.00							
		3300 Comm	Commercial/Charter Fares	5 T	2,400.00							
		3000 Travel	Travel Expenses	4 T	24,438.00	20,225.40			20,225.40		1.00	
		4120 Оffice	Office Supplies	6 BN	3,400.00	5,680.65			5,680.65		1.00	
		4130 Gene	General Office Supplies	7 N			2,193.85		2,193.85-			
			Office Supplies	6 T	3,400.00	5,680.65	2,193.85		3,486.80	39	.61	-
		4100 Office	Office Supplies & Equipme	5 T	3,400.00	5,680.65	2,193.85		3,486.80	.39	19.	
		4410 Opera	Operating Supplies	6 BN	5,480.00	5,480.00			5,480.00		1.00	
		4420 Gene	General Operating Suppl	Z _			213.02		213.02-			
		4490 Custo	Custodial Supplies	Z			580.49		580.49-			
		4410 Opera	Operating Supplies	T 9	5,480.00	5,480.00	793.51		4,686.49	.14	98.	
		4400 Operat	Operating Supplies	5 T	5,480.00	5,480.00	793.51		4,686.49	14	98.	
		4000 Supplies	es	4 T	8,880.00	11,160.65	2,987.36		8,173.29	.27	.73	
		5130 Land		6 BN	5,040.00	5,040.00			5,040.00		1.00	
		5140 Land	Land Lease	N N			5,040.00		5,040.00-			
		5130 Land		6 T	5,040.00	5,040.00	5,040.00			1.00		
		5100 Lease		5 T	5,040.00	5,040.00	5,040.00			1.00		
	3.	5000 Lease &	Lease & Rental	4 T	5,040.00	5,040.00	5,040.00			1.00		
		5520 Telephone	hone	6 BN	740.00							
	**	5520 Telephone	one	D T 9	740.00							
	7.	5570 Internet	et	6 BN	8,640.00	8,268.00			8,268.00		1.00	
			Internet Services	N L			8,268.00		8,268.00-			
	~1	5570 Internet	at	F 7	8,640.00	8,268.00	8,268.00			1.00		
	w1		Communications	5 T	9,380.00	8,268.00	8,268.00			1.00)
	43		,	6 B N	7,224.00							
	S	5710 Energy		6 T	7,224.00							
	5	5750 Services	es	6 BN	1,284.00							
	S		Sa	T 9	1,284.00							
	S	5700 Utilities	10	S T	8,508.00							1
	5	5500 Commun	Communications & Utilities	4 T	17,888.00	8,268.00	8,268.00			1.00		
	9	6020 Supplies	SE	6 BN	700.00							
	9	6020 Supplies	St.	T 9	700.00							
	19	6010 Building	bñ	5 T	700.00							
	9	6130 Services	92	6 B N	2,000.00							
	9	6130 Services	9	6 T	2,000.00							
	79	6200 External	External Contractors	6 B N	13,934.00	31,725.96			31,725.96		1 00	
	79	6240 Pest Control	ontrol	Z			495.04		495.04-			
	79	6250 Waste D	Waste Disposal	N			1,609.56		1,609.56-			

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O NATION	Inquiry Print	
NAVAJ	Job Status	

7/31/2022

1/1/2019 Thru Date Page -1.00 1.00 19. .20 00.1 .27 .03 Remaining % Revised From Date 40 39 39 1.00 8. 8. 1.00 16. 16 16. 85 % Revised Spent 990.14 990.14 20,117.50 10,494.00-19,127.36 769.85 769.85-20,117.50 2,174.00 582.32 1,550.06 1,550.06 582.32 582.32 1,550.06 1,591.68-56,772.00 55,221.94-60,490.95 Budget Balance Open Commit Amount 10,494.00 12,598.60 12,598.60 12,598.60 769.85 769.85 769.85 1,591.68 1,591.68 2,361.53 1,591.68 55,221.94 55,221.94 55,221.94 55,221.94 354,464.05 Actual Amount 990.14 990.14 32,716.10 31,725.96 32,716.10 769.85 769.85 769.85 2,174.00 2,174.00 2,943.85 56,772.00 56,772.00 2,174.00 56,772.00 56,772.00 414,955.00 Budget Amt Revised 1,050.00 15,934.00 1,050.00 16,634.00 4,250.00 4,250.00 13,934.00 4,250.00 2,174.00 2,174.00 2,174.00 414,955.00 1,050.00 56,772.00 7,474.00 56,772.00 56,772.00 56,772.00 **Budget Amt** Original DECUM LPM Z 6 BN T 9 4 T 6 BN 7 N 6 BN 6 BN 7 N 6 BN 7 N 4 T Plant, Property & Equipme Employee Special Transact Workers' Comp Premium Training & Professional Training & Professional Repairs & Maintenance Indirect Cost (Overhead) Matching & Indirect Cost Indirect Cost Charged External Contractors Custodial Services Insurance Premiums Insurance & Benefits Insurance Premiums Description Special Transactions K190788 2019 AML ADMIN - S/R Print Advertising Technology Technology Media Media Media Expenses Type Cost 6200 6260 6300 7410 7440 7410 6300 0019 0009 7500 7400 7510 7510 7710 7767 7710 7700 7000 9710 9720 Code

Job Project

EXHIBIT B - Consultant Credentials

FIRM NAME

Navajo Sanitation, Inc.

ADDRESS

PO Box 237

Window Rock, Arizona 86515

TELEPHONE NO.

(928) 871-4395

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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

NAVAJO NATION CERTIFICATION Regarding Debarment and Suspension

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

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

Applicant's Addre	ess	Name & Signature of Applicant			
NAVAJO SANITATI	ON, INC.	BENJAMIN DAMON, JR			
-PO B OX -237		Type or Print Name			
WINDOW ROCK, A	Z 86515				
		Berjan Lang 07/06/2022			
		() Signature Date			

Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

NAVAJO SANITATION, INC. 2 Business name/disregarded entity name, if different from above 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. □ Individual/sole proprietor or single-member LLC □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is is disregarded from the owner should check the appropriate box for the tax classification of its owner. ○ Other (see instructions) ► 5 Address (number, street, and apt, or sulte no.) See instructions • **Corporation** Partnership** A Exemptions (codes appropriate instructions) ► Exemption from FATCA regions (if any)	uals; see						
2 Business name/disregarded entity name, if different from above	uals; see						
ró a contra de la contra del la contra del la contra del la contra de la contra del la contra de la contra de la contra del	uals; see						
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another 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.	uals; see						
individual/sole proprietor or Single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	orting						
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the company of 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.	orting						
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the classified as a single-member LLC that is disregarded from the owner or 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.	orting						
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.							
and an appropriate box for the tax classification of its owner.							
Other (see instructions) ►							
	le the U.S.)						
ROUTE 12, #2749 (PO BOX 237)							
6 City, state, and ZIP code							
WIINDOW ROCK, AZ 86515							
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 page at the state of the							
resident dilett, sole proprietor, or disregarded entity see the instructions for Doubli later Far at any							
T/N, later,							
Note: If the account is in more than one name and the instruction of the							
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.							
	_						
Part II Certification 6 8 - 0 5 4 7 1 2	5						
Under penalties of perjury, I certify that:							
 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue (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 to longer subject to backup withholding; and 	enue nat I am						
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 about if you have been active at a second							
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 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, other than interest and dividends, you are not required to store the contributions to an individual retirement arrangement (IRA), and generally, payments and dividends.							
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, I	enis ater.						
Sign Signature of							
Here U.S. person > Benjam Samp Date > 07/06/2022							
General Instructions • Form 1099-DIV (dividends, including those from stocks or mutifunds) Section references are to the Internal Revenue Code unless otherwise							
Future developments. For the latest information about developments	· ·						
after they were published, go to www.irs.gov/FormW9.	transactions by brokers)						
• Form 1099-S (proceeds from real estate transactions)							
Tom 1005-K (merchant card and third party network transacti							
identification number (TIN) which provide the correct taxpayer (tuition)	·						
(SSN), Individual taxpaver identification number (ITIN), adoption							
taxpayer identification number (ATIN), or employer identification number • Form 1099-A (acquisition or abandonment of secured property)							
(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 fall including a resident alien), to provide your correct TIN.							
returns include, but are not limited to, the following. • Form 1099-INT (Interest earned or paid) If you do not return Form W-9 to the requester with a TIN, you be subject to backup withholding. See What Is backup withholding later.	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,						

EXHIBIT C - Certificate of Insurance

FIRM NAME

Navajo Sanitation, Inc.

ADDRESS

PO Box 237

Window Rock, Arizona 86515

TELEPHONE NO.

(928) 871-4395

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. The Consultant's Certificate(s) of Insurance, and

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2022

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 provision

this certificate does not confer rights to the certificate holder in lieu of PRODUCER The Mahoney Group - Mesa 1835 South Extension Road Mesa, AZ 85210					NTACT ME: DNE C, No, Ext): (480)	730-4920	FAX (A/C,	No):(480)	730-4929
					ADDRESS: INSURER(S) AFFORDING COVERAGE				NAIC#
INCUID					URER A : Old Re				31143
Navajo Sanitation, Inc. PO Box 237 Window Rock, AZ 86515					INSURER B : Pennsylvania Manufacturers Indemnity Company				41424
					INSURER C : Colony Insurance Company INSURER D :				39993
	Willdow Rock, AZ 86515			INS	JRER E :				
				INS	JRER F:				
				NUMBER:			REVISION NUMBER		
CEF	S IS TO CERTIFY THAT THE POLICIE ICATED. NOTWITHSTANDING ANY R ITIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	PFR	TAIN	THE INSTIDANCE ACCORDED	- ANY CONTRA	TO THE INSUI	RED NAMED ABOVE FOR DOCUMENT WITH RE	R THE PO	
LTR	TYPE OF INSURANCE	ADDL INSD	SUBR		POLICY EFF	POLICY EXP (MM/DD/YYYY)		IMITS	
A	COMMERCIAL GENERAL LIABILITY					The state of the s	EACH OCCURRENCE	s	1,000,00

CLAIMS-M	ADE X OCCUR LIMIT APPLIES PER: PRO- LOC	X	x	SNGL00029701	3/1/2022	3/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ \$ \$ \$	1,000,000 300,000
POLICY		-					MED EXP (Any one person)	\$	
POLICY		-						The	
POLICY							PERSONAL & ADV INJURY	\$	1,000,000
10 10 10 10 10 10 10 10 10 10 10 10 10 1	LOC						GENERAL AGGREGATE	s	2,000,000
OTHER:							PRODUCTS - COMP/OP AGG	s s	2,000,000
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Y		.,		4500040004540			(Ea accident)	\$	1,000,000
		NED SCHEDULED	XX	1522010864546	3/1/2022	3/1/2023	BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident	t) S	
							PROPERTY DAMAGE (Per accident)	s	
	V	_						\$	
-				CNYCOCCOCC	000000		EACH OCCURRENCE	\$	4,000,000
The second secon		-MADE SNXSUUC		NXS00023202 3/1/2022	3/1/2023	AGGREGATE	\$	4,000,000	
		+-						\$	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under				CHIMODOOTTA	241120000	920000000000000	PER OTH- STATUTE ER		
		N/A	Х	SNWC00011402	3/1/2022	3/1/2023	E.L. EACH ACCIDENT	\$	1,000,000
							E.L. DISEASE - EA EMPLOYE	E \$	1,000,000
DÉSCRIPTION OF OPERATIONS below				00000			E.L. DISEASE - POLICY LIMIT	s	1,000,000
rollution Coverage				CSP304633	3/1/2022	3/1/2024	Aggregate/Occurrence		2,000,000
(ON!	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY UMBRELLA LIAI EXCESS LIAB DED RET PRICERS COMPENS D EMPLOYERS' LIA Y PROPRIETORIPAL FICER/MEMBER EX INDIATOR OF OPPOSE SCRIPTION OF OPP	OWNED AUTOS ONLY AUTOS	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ RETENTION	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY UMBRELLA LIAB EXCESS LIAB DED RETENTION S PRERS COMPENSATION DEMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED? So, describe under SCRIPTION OF OPERATIONS below	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY WMBRELLA LIAB EXCESS LIAB DED RETENTION S REKERS COMPENSATION D EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE INCIGET/MEMBER EXCLUDED? SCRIPTION OF OPERATIONS below X 1522010864546 X X 1522010864546 X SNXS00023202 SNXS00023202 X SNXS00023102 X SNXS00023102	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE DED RETENTION S REKERS COMPENSATION DEMPLOYERS' LIABILITY Y PROPRIETOR/PARTNER/EXECUTIVE INCREMBER EXCLUDED? N/A X 1522010864546 3/1/2022 3/1/2022 SNXS00023202 3/1/2022 X SNWC00011402 3/1/2022	ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE DED RETENTIONS REKERS COMPENSATION DEMPLOYERS' LIABILITY V PROPRIETOR/PARTNER/EXECUTIVE PRICER/MEMBER EXCLUDED? SINCE SCHEDULED AUTOS ONLY X 1522010864546 3/1/2022 3/1/2023 3/1/2023 3/1/2023 3/1/2023 X X SNWC00011402 3/1/2022 3/1/2023	ANY AUTO OWNED AUTOS ONLY SOURCE EXCESS LIAB CLAIMS-MADE DED RETENTIONS REKERS COMPENSATION DEMPLOYERS' LIABILITY OF PROPRETTY OF PARTICIPART REFEXECUTIVE PROPRETTY OF PROPRETTY OF PARTICIPART REFEXECUTIVE IN A SNWC00011402 AUTOS ONLY SNXS00023202 3/1/2022 3/1/2023 EACH OCCURRENCE AGGREGATE SNXS00023202 3/1/2023 AUTOS ONLY SNXS00023202 3/1/2023 AUTOS ONLY AU	ANY AUTO OWNED AUTOS ONLY AUTOS O

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured, Waiver of Subrogation and Primary & Non-Contributory per written contract, per attached. Auto Additional Insured, Waiver of Subrogation and Primary & Non-Contributory per written contract, per attached. Worker's Compensation Waiver of Subrogation per written contract, per attached.

CERTIFICATE HOLDER	CANCELLATION
Shiprock Abandoned Mine PO Box 3605 Shiprock, AZ 87420	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
	Mor Lee Make