

APPENDIX B

**Jicarilla Department of Labor Ordinance
and Individual Work Permit Application**



Jicarilla Department of Labor

Oil & Gas Indian Preference Contracting and Employment Ordinance Industry Brochure

Amended Ordinance Approved August 5, 2010
by Tribal Legislature Ordinance No. 2010-O-373-08
Including Revisions to Fee and Permit Policies



Welcome to Oil and Gas Industry

The Jicarilla Apache Nation Department of Labor is responsible for providing updated information and advisories to oil and gas companies that operate on the Jicarilla Apache Reservation regarding employment and contracting. The Jicarilla Apache Nation, as of August 5, 2010, revised its ordinance and this brochure provides a summary of the provisions and policies as well as special industry alerts to assist in understanding requirements for compliance enforcement purposes of Ordinance.

The purpose of this brochure is:

- To promote employment preferences for qualified Indian individuals.
- To promote contracting preferences for qualified, Indian-owned and controlled oil and gas businesses that seek contracts with the Jicarilla Apache Nation or are otherwise subject to the Jicarilla Apache Nation’s jurisdiction.
- To ensure that the Nation’s laws maximize employment opportunities for qualified Indian individuals and contract opportunities for qualified, Indian-owned and controlled oil and gas businesses that operate within the Jicarilla Apache Nation’s jurisdiction.

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Industry Alert: Companies and subcontractors should maintain a copy of this brochure when operating on the Jicarilla Apache Reservation.

Jicarilla Apache Nation Department of Labor (DOL)

Purpose

To clarify the authority roles and responsibilities of the Department of Labor as the principal organization responsible for implementing provisions of the Oil and Gas Indian Preference Contracting and Employment Ordinance.

Authority

The Department of Labor was established in accordance with the Jicarilla Apache Nation Code Title 23, Business, in fulfilling Tribal civil jurisdiction over operators, companies, and subcontractors in the implementation of Tribal codes and company requirements.

Department of Labor Role in Ordinance Implementation

- The Jicarilla Apache Nation Department of Labor is authorized to determine compliance with this Ordinance and to determine the eligibility of businesses applying for Indian Preference Certification under this Ordinance.
- All Oil and Gas Permit Holders, including Oil and Gas Lessees, Oil and Gas Operators, and Oil and Gas Contractors must promptly report to the Department of Labor all prospective Oil and Gas contracts to be awarded so future employment needs and opportunities are known.

Tribal Employment Rights Office

- The Department of Labor will maintain a skills bank that identifies members of the Jicarilla Apache Nation who desire employment.
- An Oil and Gas Permit Holder may not use any job qualification criteria or personnel requirements that serve as barriers to the employment of Indians unless they are required by business necessity.
- All contracting entities and employees must complete a minimum of 2 hours cultural awareness training.
- If neither the Oil and Gas Permit Holder nor the Department of Labor can locate a qualified member of the Jicarilla Apache Nation, the Oil and Gas Permit Holder will make a good faith effort to locate and hire a member from another Indian Nation for employment.



Industry Alert: The burden is on the Oil and Gas Permit Holder to demonstrate due diligence in employment per Tribal criteria.

Ordinance Overview and Fees

Purpose

To summarize the contents of the approved Ordinance and fees which apply to contracts for oil and gas activity on the Jicarilla Apache Indian Reservation.

Sections of Chapter I, Oil and Gas Indian Preference Contracting and Employment Ordinance

- | | |
|--|--|
| § 1. General Provisions | § 13. Monitoring Indian Preference in Employment |
| § 2. Definitions | § 14. Enforcement |
| § 3. Application of This Chapter to All Oil and Gas Permit Holders | § 15. Reporting a Violation |
| § 4. Implementation of This Ordinance | § 16. Mediation |
| § 5. Civil Jurisdiction | § 17. Citation |
| § 6. Compliance Mandatory | § 18. Initiation of Formal Hearing |
| § 7. Fees | § 19. Formal Hearing Procedure |
| § 8. Work Permits | § 20. Penalties and Sanctions |
| § 9. Indian Preference Certification for Oil and Gas Businesses | § 21. Appeals |
| § 10. Procedures for Awarding Contracts | § 22. Sovereign Immunity |
| § 11. Tribal Employment Rights Office | § 23. Severability |
| | § 24. Effective Date |
| | § 25. Effect of Other Laws |
| | § 26. Effect of Title 18 |
| § 12. Prohibited Acts | |

Applicable Fees

Application Fee: \$150

Annual Recertification: \$100

Annual Corporate Administration Fee: \$500

Work Permit Fee: \$10



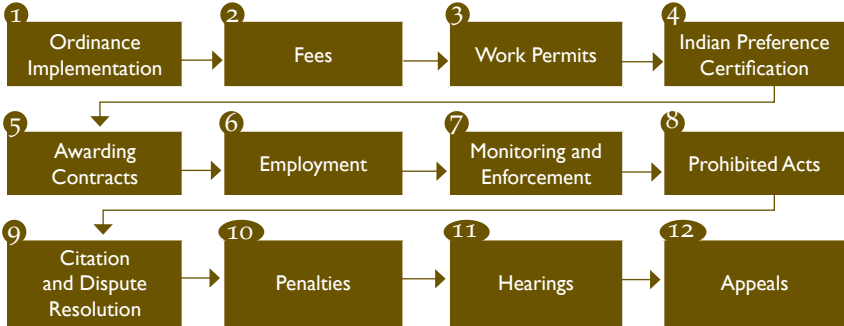
Industry Alert: All Oil and Gas permit holders, contractors, principals, and individuals working on the Jicarilla Apache Nation Reservation must comply with provisions of this Ordinance and fee policy.

Overall Ordinance Process and Jurisdiction

Purpose

To outline the step-by-step process for implementation of the Ordinance so that affected parties understand the flow of events, from initial outreach and notice on the Ordinance to resolution of disputes or violations. Details of key steps are provided in subsequent sections.

Ordinance Process



Civil Jurisdiction

- In implementing the Ordinance process, every Oil and Gas Permit Holder who enters into an Oil and Gas contract, agreement, or lease otherwise and/or conducts Oil and Gas activities as within the exterior boundaries of the Jicarilla Apache Nation hereby subjects itself to the jurisdiction of the Jicarilla Apache Nation and the Jicarilla Apache Nation's Court for enforcement of this Ordinance.
- By entering into an Oil and Gas contract with the Jicarilla Apache Nation, the entity understands and agrees that a consensual relationship exists between the Jicarilla Apache Nation and the Oil and Gas Permit Holder.
- Any term or provision of an Oil and Gas contract attempting to remove jurisdiction away from the Jicarilla Apache Nation is null and void and will have no effect.



Industry Alert: The Jicarilla Apache Nation Department of Labor Executive Director should be contacted regarding any clarification of process steps and civil jurisdiction.

Implementation Overview

Purpose

To outline the process for implementing the Ordinance including reporting requirements of entities affected and rules of other supporting agencies in implementation.

Implementation Steps

1. The Jicarilla Apache Nation Department of Labor determines compliance and eligibility of businesses.
2. All entities report to the Jicarilla Apache Nation Department of Labor all prospective oil and gas contracts to be awarded so future employment needs and opportunities are known.
3. Federal Indian Preference established to the fullest extent of Federal law.
4. Jicarilla Apache Nation Department of Labor Executive Director provides copies of the Ordinance to affected parties.
5. Lessees, operators and contractors submit written report to Jicarilla Apache Nation Department of Labor Executive Director within sixty (60) days of notice; report specifies:
 - a. List of all existing contracts for oil and gas activity
 - b. Description of type, site, and duration of contracts anticipated in upcoming twelve (12) months
 - c. Description of technical qualifications and other requirements
 - d. List of all individuals employed with valid Oil & Gas Operating Permits

Tribal Law Enforcement Agencies

The Executive Director may also seek assistance from the Jicarilla Apache Nation Law Enforcement Agencies and Tribal Officials to enforce the Work Permit requirement of the Ordinance. The Jicarilla Apache Nation Law Enforcement Agencies and Tribal Officials have the authority to issue citations for failure to possess a Work Permit.

Jicarilla Oil and Gas Administration

The Jicarilla Oil and Gas Administration serves as the principal Tribal department in meeting oil and gas regulatory compliance and enforcement standards of the Jicarilla Apache Nation. This includes responsibilities for lease processing, plans of development, APD review and Conditions of Approval (COAs), operating permits, and compliance and enforcement.

Federal Agency Coordination

The Department of Labor also acts in coordination with the Bureau of Indian Affairs Jicarilla Agency and the Bureau of Land Management. The authorities, roles and responsibilities of coordinating agencies are contained in the July 2010 "Bureau of Indian Affairs Jicarilla Agency Regulatory Guidelines for Oil and Gas Industry Officials Operation on the Jicarilla Apache Reservation."



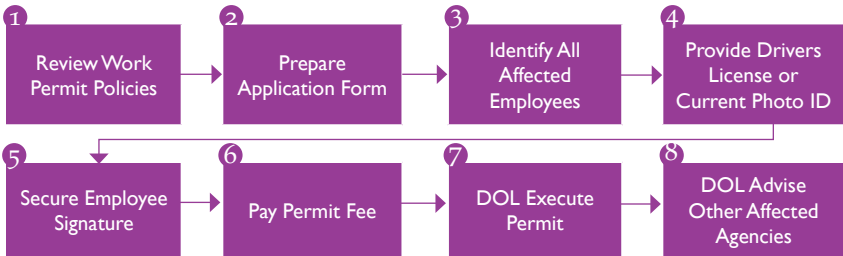
Industry Alert: It is the responsibility of operators, companies and subcontractors to familiarize themselves with the civil authority of the Jicarilla Apache Nation as well as the applicable authority and responsibilities of cooperating federal agencies.

Work Permits

Purpose

To outline Work Permit policies and applications approval steps.

Work Permit Process



Policies

- **Work Permit Fee** – The Work Permit fee will be established by the Department of Labor and is required for all individuals conducting oil and gas activity on the Jicarilla Apache Reservation.
- **Work Permit Requirement** – No Oil and Gas Permit Holder may begin performing an Oil and Gas contract or Oil and Gas Activity within the Jicarilla Apache Nation unless all individuals have obtained a Work Permit.
- **Work Permits for Individuals**
 - › All individuals working on the Jicarilla Apache Reservation as an Oil and Gas Permit Holder must obtain a Work Permit from the Department of Labor.
 - › All employees of an Oil and Gas Permit Holder must obtain a Work Permit from the Department of Labor.
- **Failure to Possess Work Permit** – Any individual employed by a covered Oil and Gas Permit Holder who does not have a valid Work Permit will be removed from the job site and removed from the Jicarilla Apache Reservation.
- **Work Permit Forfeiture** – An Oil and Gas Permit Holder and/or his employee that violates any provision of this ordinance, as determined by the Department of Labor, automatically forfeit their Work Permit.
- **Work Permit Compliance with Jicarilla Apache Nation Laws** – All Work Permit Holders agree to abide by all the laws of the Jicarilla Apache Nation. Work Permit Holders failing to abide by the laws of the Jicarilla Apache Nation shall forfeit their Work Permit.



Industry Alert: Work permit can be suspended if proven violation or if invalid. Must have a Work Permit to come on Reservation.

Indian Preference Certification Process

Purpose

To outline policy and procedures for Indian Preference Certification.

Policy

Any oil and gas business seeking to obtain Indian Preference status pursuant to Title 23 of the Jicarilla Apache Nation Code must submit a complete application for certification as an Indian business. The amended Indian Preference Ordinance has established two (2) types of certification: (1) 100% Jicarilla Apache-owned business, and (2) Indian-owned business. Failure to meet the requirements of certification will result in a non-certification.

Procedure

1. Business submit documentation that demonstrates it is 100% Jicarilla Apache-owned or at least 51% Indian-owned
2. Business submit documentation describing the relevant, qualified field(s) for which it is seeking to be certified
3. Business submit documentation of its financial status and workforce/employees
4. Only completed applications are considered
5. All applications are held as strictly confidential by the Department of Labor
6. Department of Labor verifies any information provided in application. Providing false or misleading information will subject the applicant to any and all sanctions available under the laws of the Jicarilla Apache Nation.
7. Department of Labor Certification: update list of all certified oil and gas companies
8. Revocation of Certification if determined inappropriate

Applicable Fees

Application for Certification - \$150.00 due at the time of application

Annual Re-certification - \$100.00 for each business



Industry Alert: Certification must be renewed annually with certification fee and Federal Income Tax Return.

Awarding Contracts and Employment

Purpose

To outline policies and procedures for awarding contracts and employment applicable to oil and gas activities.

Contracting Policies

- **Certified Oil and Gas Businesses List** – Department of Labor will maintain a list of all Certified Oil and Gas Businesses that must be used by Oil and Gas Permit Holders.
- **Notice to Department** – The Oil and Gas Permit Holder must contact the Executive Director to determine if a Certified Oil and Gas Business exists.
- **Oil and Gas Contracts** – All contracts for services related to Oil and Gas activity must be awarded in accordance with this Ordinance.
- **Awarding Priority** – Contract awards must be awarded in the following order of priority: (1) 100% Jicarilla Apache-Owned Businesses; (2) Other Indian-Owned Business; (3) Non-Indian Owned Businesses.
- **Right of First Refusal** – Certified Business must be given the first right to accept and perform the contract.

Contracting Procedure



Employment Policies

- Access Department of Labor skills bank for qualified individuals
- Remove barriers to employment
- Cultural awareness training
- Good faith efforts to hire other Native Americans
- Notice to Department of Labor of vacancy
- Relieve non-Indian first in layoffs/reductions in force
- Promotion preferential treatment for Jicarilla Apache Members



Industry Alert: An Oil and Gas Permit Holder may not use any job qualification criteria or personnel requirements that serve as barriers to the employment of Indians unless they are required by business necessity.

Monitoring and Enforcement Process

Purpose

To clarify policies and procedures regarding monitoring and enforcement of the Ordinance.

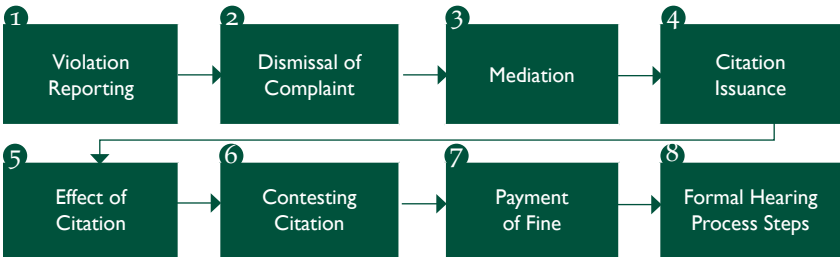
Reporting

- Copies of amended Ordinance to all affected parties
- Permit holder reporting

Enforcement

- Department of Labor Executive Director authority
- Tribal law enforcement agencies and Tribal officials

Monitoring and Enforcement Process



Industry Alert: The Executive Director will monitor compliance with the certification, contracting, and employment provisions and will initiate an investigation and hearing, when necessary, to determine a violation of such provisions.

Prohibited Acts

Purpose

To emphasize the importance of preventing and penalizing prohibited acts and non-compliance in implementing the Ordinance.

Prohibited Acts

- **Bid Shopping Prohibited** – Subject to penalties, sanctions and/or exclusion
- **Bribery of a Tribal Official** – Subject to penalties, sanctions and/or possible exclusion
- **Illegal Aliens** – Subject to penalties, sanctions and/or exclusion
- **Labor Organization/Unions: Freedom of Choice Guaranteed** – Subject to penalties, sanctions and/or exclusion from the Jicarilla Apache Reservation:
 - › Resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of, a labor organization
 - › Become or remain a member of a labor organization
 - › Pay dues, fees, assessment or other charges of any kind or amount to a labor organization, or
 - › Pay any dues, fees, or assessments required of members of a labor organization
 - › No Indian employee may be required to travel to a site to be processed by a union hiring hall
 - › Any agreement between a labor organization and an Oil and Gas Permit Holder that violates the rights guaranteed to employees
- **Retaliation**
 - › Punishment, termination, retaliation against employee or other person who has exercised rights under Ordinance
 - › Employee harassment or abuse of an employee of Department of Labor carrying out official duties under Ordinance will be removed from the Jicarilla Apache Reservation
 - › Penalties, sanctions and/or exclusion for retaliation conduct
- **Business Fronts** – Seeking to gain certification by attempting to use business fronts



Industry Alert: Oil and Gas Permit Holders are responsible for the actions of their employees and for the actions of their contractors with respect to prohibitions.

Citations

Purpose

To define the basics of citations, which occur after a violation of complaint is reported, for non-compliance with policies of the Ordinance.

Citation Contents

A citation is a formal notice to an individual that a violation of the Ordinance has been alleged.

Issuance of Citation

- **Executive Director, Law Enforcement, Tribal Official Issuance of Citation** – The Executive Director, Law Enforcement employees and Tribal Officials who are Jicarilla Apache Nation employees that have been asked to assist the Department of Labor, may issue a citation.
- **Hearing Officer Issuance of Citation** – The Hearing Officer may also issue a citation if he has been appointed by the Executive Director to investigate a complaint or finds there is cause that a violation has taken place.

Effect of Citation

- **Discretionary Revocation of Work Permit** – The Tribal Official issuing the citation may, in his discretion, temporarily suspend a Work Permit if there is a violation of the Indian Preference Ordinance based on the facts and circumstances.
- **Automatic Revocation of Work Permit** – An Oil and Gas Permit Holder's Work Permit is automatically suspended if he is responsible for the supervision of employees and an employee fails to have a valid Work Permit.

Contesting the Citation

- **Request for Hearing** – An individual or Oil and Gas Permit Holder may contest the citation.
- **Time Limit to Contest Citation** – An individual or Oil and Gas Permit Holder has 10 business days to contest a citation.

Paying the Fine

- In lieu of contesting the citation, an individual or Oil and Gas Permit Holder may choose to pay the fine.



Industry Alert: Mediation on a violation may occur, at the discretion of the Executive Director or appointed Hearing Officer, or upon request from any party.

Penalties and Sanctions

Purpose

To summarize policies and civil fines regarding penalties and sanctions. To also outline special circumstances and factors considered in imposing sanctions.

Penalties

After conducting hearings and making a determination that a violation has occurred, a hearing officer may impose any or all of the following penalties:

- **Employment Violation** – Up to \$2,500 for first violation, up to \$5,000 for second violation, additional \$200/day for failure to comply on date set
- **Contracting Violation** – Up to 10% of contract for first violation, up to 20% for subsequent violations, additional \$300/day for failure to comply on date set
- **Failure to Have a Valid Work Permit** – Up to \$500
- **Obtaining Contract by False or Misleading Information** – Penalty equal to contract amount
- **Failure to Submit a Report** – Civil fine up to \$500 for failure to submit within requisite time frame
- **Illegal Aliens** – Civil fine up to \$10,000 for each illegal alien

Imposition of Sanctions

After conducting a hearing and making a determination that a violation has occurred, the Hearing Officer may, in addition to the penalties, impose any and all of the following sanctions:

- Suspension or termination of a violator's authorization to engage in business activity.
- Require the violator, within the time set by the Hearing Officer, to make such changes in its performance, procedures, or policies as necessary.
- In accordance with all applicable laws of the Jicarilla Apache Nation, remove to exclude the violator indefinitely or for a specific amount of time.
- Sanctions may also be imposed, at the discretion of the Hearing Officer, upon the record title holder of the lease, the holder of operating rights, and/or the contract operator.

Factors Considered in Imposing Sanctions

- Whether the violation was intentional
- Whether the Oil and Gas Permit Holder acted swiftly to resolve the violation
- Whether the Oil and Gas Permit Holder has been cited for past violations



Industry Alert: The Department of Labor and Oil and Gas Administration may exercise discretion to forego sanctions and penalties with a showing of exigent or emergency circumstances.

Hearings and Appeals

Purpose

To outline steps to ensure that all facts are fairly developed during a hearing and that the issues of law and legal argument are presented to the Hearing Official in writing and in such a manner as to aid in the proper and speedy resolution.

Hearing Procedure

1. Presence required at proceedings
2. Documentation within five (5) business days of complaint
3. Requirement for witnesses to appear
4. Legal arguments received five (5) days prior to scheduled hearing
5. Examination of witnesses by Hearing Officer
6. Time limits for additional testimony/evidence
7. Final decision within 10 days after hearing
8. Imposition of penalties, as determined by Hearing Office
9. Imposition of additional sanctions, as determined by Hearing Officer
10. Appeal of Hearing Officer's final decision

Appeals Policy

- **Appeals** – The Hearing Officer's final decision may be appealed to the Jicarilla Apache Nation's Tribal Court.
- **Scope of Appellate Review** – Any appeal to the Jicarilla Apache Nation is limited to a review of the record compiled. De novo review is not permitted.
- **Authority of Tribal Court** – The Tribal Court has the authority to issue a cease and desist order, issue an order of attachment, direct a rebidding of the contract at issues, or reverse or affirm a decision regarding penalties imposed by the Hearing Officer.
- **Limitation** – No damages may be awarded against the Jicarilla Apache Nation, its officials, or employees.



Industry Alert: Any challenge to the manner in which the Ordinance is implemented or enforced may be brought only to the Courts of the Jicarilla Apache Nation.

Definitions

Purpose

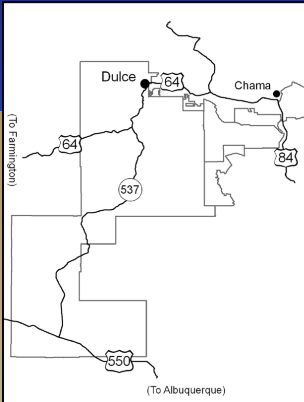
To summarize key definitions which apply to the terms used in this Ordinance.

Definitions

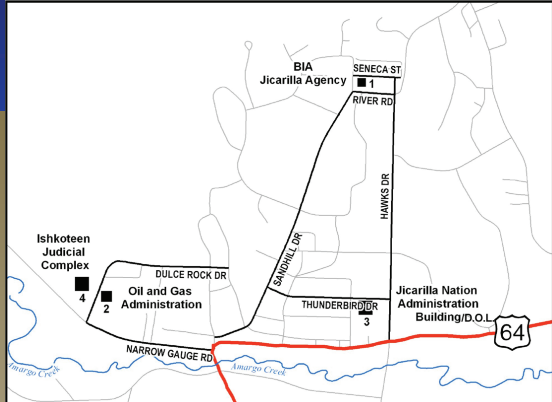
1. **Bid Shopping** – Soliciting or communicating information about a competitor's bid before or after bid opening so as to intentionally underbid the competitor.
2. **Oil and Gas Permit Holder** – The holder of an oil and gas operating permit issued under JANC § 18-1-1 (I).
3. **Department of Labor Certified Oil and Gas Business** – Any entity that operates in the oil and gas industry that is currently certified by the Jicarilla Apache Nation Department of Labor as being eligible for the Indian Preference in accordance with this Ordinance.
4. **Oil and Gas Contract** – Any verbal or written agreement related to oil and gas activity written.
5. **Oil and Gas Administration** – The Oil and Gas Administration of the Jicarilla Apache Nation or its successor.
6. **Oil and Gas Activity** – An activity conducted by an individual or business within the Jicarilla Apache Nation.
7. **Oil and Gas Lessee** – Any individual or business that holds rights to engage in oil and gas activity pursuant to a lease.
8. **Owned and Controlled** – Ownership of a business demonstrated by entitlement to at least fifty-one (51) percent of the profits or losses of the business.
9. **Non-Performance** – Oil and Gas Business's failure to adhere in whole or in part to a term or condition of an existing Oil and Gas contract.
10. **Unsafe Performance** – Oil and Gas Business's failure to abide by the minimum safety standards of performance of oil and gas activity or allows unsafe conditions to exist that are inconsistent with the laws and regulations of the Jicarilla Apache Nation and any other applicable federal laws and regulations in performance of an Oil and Gas contract.
11. **Work Permit** – Documentation issued by the Department of Labor authorizing the holder to be on the Jicarilla Apache Indian Reservation to conduct work activity associated with oil and gas business.

Location and Contacts

Office Locations



Area Map of
Jicarilla Nation



Map of Dulce

0.5

Miles



Location Code

1. BIA Agency
2. OGA
3. Administration Building / D.O.L.
4. Ishkoteen Judicial Complex

Contacts:

Department of Labor

Phone: (575) 759-4410

Fax: (575) 759-4473

Email: vincent.maria@jandol.com

Website: www.jandol.com

Address: P.O. Box 507, Dulce, New Mexico 87528



THE JICARILLA APACHE NATION

PHONE: (575) 759-4410/4416 FAX: (575) 759-4473

complianceo@ymail.com

MULTIPLE EMPLOYEES WORK PERMIT APPLICATION

All employees must obtain an Individual Work Permit from the Jicarilla Apache Nation's Department of Labor authorizing their presence on Jicarilla Apache Nation lands for the purpose of conducting Oil and Gas, Construction, Residential activities.

Procedures

1. Must provide a copy of your current Operating Permit from Oil & Gas Administration. (ONLY FOR OIL FIELD COMPANIES)
2. Must provide a copy of your Gross Receipt Tax Registration/Clearance Letter from Revenue & Taxation Office. (OIL & GAS, CONSTRUCTION, RESIDENTIAL)
3. WORK PERMIT FEE: \$25.00 per card

Application Instructions

This application is to be used when you are submitting for multiple employees.

1. **Page 1** should be completed by the company. Submit **only one** per company.
2. Submit **Page 2** list all employees requesting for new work permits. (NO MORE RENEWAL) Please submit each employee as new.
3. Submit **Page 3** list all employees requesting for new work permits. Signature page, signatures for all employees listed on page 2.
4. Submit **Page 4** for each employee.
5. Submit **Page 5** for each employee.
6. Please submit an actual photo of all employees applying for work permits these pictures **must be saved as a JPEG image** on a FLASH DRIVE/CD. All photos must be named. NO MORE RENEWALS. Please submit new picture for each employee.
7. Permit Fee: \$25.00 per card. Payment by company checks only. **Make the check payable to the Jicarilla Apache Nation Department of Labor.**

No work permits will be issued until all citations are paid in full at the Oil & Gas Office. Once a citation is paid in full a clearance letter from Oil & Gas must be submitted.



THE JICARILLA APACHE NATION

PHONE: (575) 759-4410/4416 FAX: (575) 759-4473

complianceo@ymail.com

WORK PERMIT APPLICATION

☐ Oil Field ☐ Construction ☐ Residential ☐ Other _____

COMPANY NAME: _____
(Name as it appears on the operating permit)

CONTACT PERSON NAME: _____

COMPANY ADDRESS: _____

STATE: _____ ZIPCODE: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

EMAIL: _____

SUBMIT APPLICATION TO:

**JICARILLA APACHE NATION
DEPARTMENT OF LABOR
Compliance Office
25 Hawks Drive
PO Box 507
Dulce, New Mexico 87528**

For Oil & Gas Co must give Well Site location(s) conducting oil & gas activity and type of work conducting: *Note if not completed application will be returned*

For Construction/Subcontractors/other, must state type of work conducting here on the reservation:
Note: if not completed application will be returned

SIGNATURE: _____ DATE: _____
Employee who prepared the submission

PRINT NAME: _____

**MUST BE SUBMITTED WITH EACH APPLICATION PACKET. WORK PERMITS WILL
NOT BE PROCESSED WITHOUT PAGE 1.**

(NAME AS IT APPEARS ON THE DRIVER'S LICENSE; INCLUDE THE MIDDLE INITIAL)

*Continue the employee listing on this page.

Name of Employee: _____ DL# _____
Position: _____ New _____ State issued _____
American Indian: _____ Other: _____

Name of Employee: _____ DL# _____
Position: _____ New _____ State issued _____
American Indian: _____ Other: _____

Name of Employee: _____ DL# _____
Position: _____ New _____ State issued _____
American Indian: _____ Other: _____

Name of Employee: _____ DL# _____
Position: _____ New _____ State issued _____
American Indian: _____ Other: _____

Name of Employee: _____ DL# _____
Position: _____ New _____ State issued _____
American Indian: _____ Other: _____

Name of Employee: _____ DL# _____
Position: _____ New _____ State issued _____
American Indian: _____ Other: _____

Name of Employee: _____ DL# _____
Position: _____ New _____ State issued _____
American Indian: _____ Other: _____

Name of Employee: _____ DL# _____
Position: _____ New _____ State issued _____
American Indian: _____ Other: _____

Name of Employee: _____ DL# _____
Position: _____ New _____ State issued _____
American Indian: _____ Other: _____

(Print additional copies of this form if needed for additional employees)

John Doe

Signature example

SIGNATURE PAGE

Employee Signature Below: **MUST USE A MEDIUM
POINT BLACK PERMANENT MARKER** for signatures.

PRINT NAME

PRINT NAME

PRINT NAME

PRINT NAME

PRINT NAME

PRINT NAME

PRINT NAME

PRINT NAME

PRINT NAME

(SUBMIT FOR EACH EMPLOYEE)

COMPANY NAME: _____

FIRST NAME: _____ **MIDDLE INITIAL:** _____ **LAST NAME:** _____

(NAME AS IT APPEARS ON THE DRIVER'S LICENSE; INCLUDE THE MIDDLE INITIAL)

POSITION TITLE: _____

DRIVER'S LICENSE NUMBER: _____ **STATE ISSUED:** _____

Jicarilla Apache Nation Photo Information

Driver's License Copy Here

*****Make Sure the License Number is Legible*****

*****VERY IMPORTANT***** Along with this information, you need to have your employee's actual photo saved on a disc, or flash drive, and attach it to the work permit application. Please remember to identify the picture with the employee's name.

(SUBMIT FOR EACH EMPLOYEE)

I _____ (first name, middle initial, last name),
as an employee of _____ (employer's name)
understand and agree that I have read the amended Indian Preference Ordinance,
which is Title 23 of the Jicarilla Apache Nation Code. I also understand and agree
that I must abide by all laws of the Jicarilla Apache Nation, including but not
limited to Title 23-Indian Preference; Title 18 Oil & Gas, but all other laws of the
Jicarilla Apache Nation and that any non-compliance with the Jicarilla Apache
Nation Laws will subject me to: penalties; sanctions; suspension and/or
revocation of my work permit; suspension and/or cancellation of the oil and gas
lease, Construction work permit, Residential work permit. I also understand and
agree, I am subject to penalties allowed by law, if I have provided any false,
misleading or inaccurate information in this work permit application. I also certify
that I have completed the necessary documentation with my employer to comply
with federal employment and labor laws.

EMPLOYEE PRINT NAME: _____

EMPLOYEE SIGNATURE: _____

DATE: _____

APPENDIX C

Environmental Requirements

Finding of No Significant Impact (FONSI)
For
Jicarilla Apache Nation

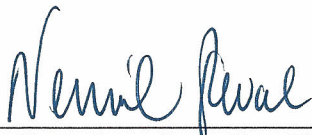
This FONSI is issued in accordance with Section 102 (2) (C) of the National Environmental Policy Act of 1969 (NEPA), as amended, and the 30 BIAM Supplement 1, the Department of the Interior, Bureau of Indian Affairs NEPA Handbook.

The Jicarilla Apache Nation, to construct/ install a waterline ***“Cutter Intertie Project”***, on the Jicarilla Apache Indian Reservation and will encumber ***107.94 acres***, within ***Section(s) 4 - 12, Township 22 North, Range 5 West, and Section(s) 07 – 09, Township 22 North, Range 4 West, N.M.P.M., Sandoval County, New Mexico.***

Based on the analysis of the Environmental Assessment (EA), for the ***“Cutter Intertie Project”***, prepared by ***Ecosystem Management, Inc.***, a waterline was proposed for review on the Jicarilla Apache Indian Reservation, the Bureau of Indian Affairs, Jicarilla Agency, in accordance with 25 CFR §196.25, CFR §211.7 and CFR §262.1 thru §262.8 and in accordance with the National Environmental Act of 1969, has determined that the proposed action will not have a significant impact on the human environment therefore an Environmental Impact Statement is not required.

The reasons supporting this finding are as follows:

1. No significant impacts on water or quantity in the project area are anticipated.
2. No significant impacts on cultural resources in the project vicinity are expected to occur.
3. No significant impacts to fish and wildlife and sensitive habitat (e.g. potential nesting trees or raptor perches) are expected to occur.
4. No threatened or endangered plants and/or species in the project area.
5. The access roads or the proposed pipeline construction and locations will not affect any wetlands.



Superintendent, Jicarilla Agency



Date



THE JICARILLA APACHE NATION

P.O. BOX 507 • DULCE, NEW MEXICO • 87528-0507

**Jicarilla Apache
Traditional
Culture
Committee**

Wainwright Velarde
President

Maureen Olson
Vice President

Nina Zentz
Secretary

Lorene Willis
Treasurer

"dedicated to the
preservation
and
perpetuation
of the
Jicarilla Apache
culture
and
traditions"

January 16, 2014

U.S. Department of the Interior
Bureau of Indian Affairs, Southwest Region
ATTN: William Walker, Regional Director
Division of Environmental, Safety, and Cultural Resource Management, MC-620
1001 Indian School Road, N.W.
Albuquerque, NM 87104-2303

Re: Section 106 Consultation for the Jicarilla Apache Nation-Cutter Intertie
Project, Jicarilla Apache Tribal Lands

Dear Mr. Walker,

Thank you for consulting with our office per 36 CFR 800 regarding effects to historic properties from the proposed Cutter Intertie Project on Jicarilla Apache tribal lands in sections 4, 5, 6, 7, 8, 9, 10, 11, and 12, T22N, R5W. This project is administered for the Jicarilla Apache Nation by the Jicarilla Apache Water Administration.

Based on the results of *A Cultural Resource Survey of 203.6 Acres for the Jicarilla Apache Nation-Cutter Intertie Project, Sandoval County, New Mexico* (NMCRIS no. 128466, 08/30/13), prepared by Garth Hayden *et al.* of Ecosystem Management, Inc., we believe you have taken adequate steps to identify historic properties in the area of potential effect (APE). The survey resulted in the identification of one previously-recorded archaeological site, LA119402, four newly-recorded sites, LA176964, LA176965, LA176967, and LA176969, and one traditional cultural property, JAN-R-006.

We concur that sites LA119402 and LA176969 are eligible for inclusion in the National Register of Historic Places (NRHP) under criterion D and believe that JAN-R-006 should be managed as a traditional cultural property. Also, we concur that sites LA176964, LA176965, and LA176967 are not eligible for inclusion in the NRHP and require no further protection or management action.

Site LA119402 occurs immediately north of the proposed pipeline right-of-way (ROW). Site LA176969 is bisected by the proposed ROW. JAN-R-006 occurs over 100' northeast of the proposed ROW; it is separated from the ROW by a stock fence and has no potential to be impacted by proposed project activities.

We can concur with a finding of *no historic properties affected* for the undertaking with the following stipulations.

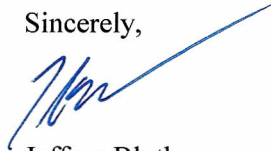
- Sites LA119402 and LA176969 shall be completely avoided by project activities.



- The pipeline shall be rerouted around Site LA119402 as indicated in Figure 6 of Hayden *et al.* 2013. If the pipeline cannot be rerouted, then 300' of protective fencing and archaeological monitoring will be required during construction.
- The pipeline shall be rerouted around Site LA176969 as indicated in Figure 24 of Hayden *et al.* 2013. If the pipeline cannot be rerouted, then prior to construction additional site testing will be required, following the approval of a site testing plan by our office and the BIA Regional Archaeologist.
- In the event of the inadvertent discovery of cultural deposits or human remains during project activities, all ground disturbing activities shall be halted within 100' of the discovery and our office contacted immediately.

If you have questions, please contact me at (575) 756-8659 or janthpo@gmail.com.

Sincerely,



Jeffrey Blythe
Tribal Historic Preservation Officer

Cc: Garth Hayden, Archaeologist, Ecosystem Management (e-mail)
Warren Vigil, Project Manager, Jicarilla Apache Water Administration
Dr. Bruce Harrill, Regional Archaeologist, BIA
Clyde Vicenti, Director, Cultural Affairs
President Ty Vicenti

JAN-Cutter Intertie Seed Mix Requirements for Re-seeding/Re-vegetation**

** Adapted from BLM-FFO's Reduced Palatability seed mix for Sagebrush and Pinyon-Juniper Communities					
Species	Scientific Name	Variety/Cultivar	Season	Form	Lbs PLS/Acre²
Rubber rabbitbrush	<i>Ericameria nauseosa</i>	VNS	NA	Shrub	2
Four-wing saltbrush	<i>Atriplex canescens</i>	VNS	NA	Shrub	2
Fringed sage	<i>Artemisia frigida</i>	VNS	NA	Sub-shrub	2
Purple threawn	<i>Aristida purpurea</i>	VNS	Warm	Bunch	3
Indian ricegrass	<i>Achnatherum hymenoides</i>	Paloma or Rimrock	Warm	Bunch	3.5
Blue grama	<i>Bouteloua gracilis</i>	Alma or Hachita	Warm	Sod	2
Sand dropseed ³	<i>Sporobolus cryptandrus</i>	VNS	Warm	Bunch	0.25
Scarlet globemallow	<i>Sphaeralcea coccinea</i>	VNS	Warm	Forb	0.25
Rocky Mountain beeplant	<i>Cleome serrulata</i>	VNS	Warm	Forb	0.25
Total Pounds PLS Per Acre					15.3

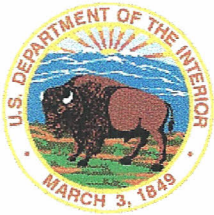
¹At time of preparation of these bid documents, BIA-Jicarilla had not specified a seed mix or seeding requirements, thus, the seed mix above was adapted from the seed mix used on the Reach 24.1 JAN pipeline that crossed BLM lands west and adjacent to the Project.

²Based on 60 pure live seeds (PLS) per square foot, drill seeded. Double this rate (120 PLS/ft.2) if broadcast or hydroseeded.

³S. Cryptandrus is preferred over S. airoides, the common dropseed in the project area, because it is better suited for re-vegetation projects.

APPENDIX D

.....**Right-Of-Way**



IN REPLY REFER TO:
Energy & Minerals Management

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
JICARILLA AGENCY
P.O. BOX 167
DULCE, NEW MEXICO 87528



MAR 8 2017

Mr. Wainwright Velarde, President
Jicarilla Apache Nation
P.O. Box 507
Dulce, New Mexico 87528

Dear President Velarde:

Enclosed for your records are approved Grant of Easement and Finding of No Significant Impact (FONSI) for Right-of-Way Number 701-1701, for "Cutter Intertie Project".

Upon completion of the project, please submit in duplicate the Affidavit of Completion, which is required by Section 169.16 of Title 25 of the Regulations of the Department of Interior.

If you have any questions, contact Ms. Marlena Martinez, Realty Specialist, at (575) 759-3983.

Sincerely,

Nerine Peral
Superintendent

Enclosures

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

ROW # 701-1701

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Jicarilla Agency, P.O. Box 167, Dulce, New Mexico 87528, for and on behalf of: Jicarilla Apache American Indians of Jicarilla Apache Nation, hereinafter referred to as GRANTOR, under authority contained in 209 DM 8 dated November 17, 1981, 230 DM 1 and 3 IAM 4 dated July 19, 2000 and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, Code of Federal Regulations, which by reference are made a part hereof, does hereby grant to: ***Jicarilla Apache Nation, of P.O. Box 507, Dulce, New Mexico,*** its successors and assigns, hereinafter referred to as GRANTEE, an easement for right-of-way for the following purposes, specifically:

Jicarilla Apache Nation – Cutter Intertie Project: Construction, operation and maintenance. Including a 12-inch diameter or smaller waterline, water storage tank site, and appurtenances, requiring a permanent tank site, 40-foot wide permanent waterline, and 60-foot wide waterline temporary construction.

over the land embraced within a right-of-way situated on the following described lands:

Description	County	Township	Range	Section	Quarter Section
Waterline	Sandoval	22N	5W	7	N ½
Waterline & Tank Site	Sandoval	22N	5W	6	SW ¼
Waterline	Sandoval	22N	5W	8	NW ¼
Waterline	Sandoval	22N	5W	5	S ½
Waterline	Sandoval	22N	5W	4	S ½
Waterline	Sandoval	22N	5W	9	NE ¼
Waterline	Sandoval	22N	5W	10	N ½
Waterline	Sandoval	22N	5W	11	N ½
Waterline	Sandoval	22N	5W	12	N ½
Waterline	Sandoval	22N	4W	7	N ½
Waterline	Sandoval	22N	4W	8	N ½, SE ¼
Waterline	Sandoval	22N	4W	9	SW ¼

Said right-of-way is limited to and more particularly described to be 46,464.12' in length, 100', in width and 107.94 acres in area.

Description	Term of Years	Rights-of-Way		
		Width	Length	Acreage
Tank Site	Perpetuity	N/A	N/A	N/A
Waterline	Perpetuity	40	46,464.12	42.67
Waterline	Duration of Construction	60	46,464.12	64.00
Total		100	46,464.12	107.94

The term of GRANT OF EASEMENT FOR RIGHT-OF-WAY is perpetual and be effective upon the approval of the Secretary.

To have and to hold the said easement and right-of-way unto the GRANTEE and unto its successors and assigns subject to the following provisions:

1. GRANTEE agrees to indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
2. GRANTEE agrees to restore the land to its original condition, as far as is reasonably possible, upon termination or revocation of this easement for any reason. Failing to comply with this stipulation, GRANTEE agrees to bear all expenses and costs incurred by the owner and/or the United States in accomplishing said restoration.
3. GRANTEE agrees to pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
4. GRANTEE agrees to that during the term of this Grant of Easement Renewal, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Historical Preservation Office should be contacted immediately.
5. GRANTEE agrees to construct and maintain the right-of-way in a workmanlike manner. The access roadway edge will not be constructed within ten (10) feet of pipeline Right-of-Way center. A reflective material will be used reduce hazards when structures are near J-roads. Prevent pipeline exposure where erosion of soil damage has occurred. The site will be promptly attended to ensure the safety and welfare of the Nation and the public.
6. GRANTEE agrees to clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.

7. GRANTEE agrees to take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
8. GRANTEE agrees to do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
9. GRANTEE agrees to build and repair such roads, fences, cattle guards and trails as may be destroyed or damaged by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
10. GRANTEE agrees to that upon revocation, expiration or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
11. GRANTEE agrees at all times to keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
12. GRANTEE agrees to not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.
13. GRANTEE agrees that approved ROW's or any interest therein may be assigned or transferred only with the approval of the Secretary. To obtain the approval of the Secretary the assignee must be qualified to hold the ROW under existing rules and regulations and shall furnish a satisfactory bond conditioned for the faithful performance of the covenants and conditions of the lease.
14. GRANTEE agrees to promptly install pipeline marker. All above ground structures will be painted to blend with the natural color of the landscape.

This easement is subject to any prior valid existing right or adverse claim and is approved so long as said easement renewal shall be actually used for the purpose above specified; PROVIDED, that this right-of-way renewal may be terminated in whole or in part by the GRANTOR for any of the following causes upon 30 days written notice, and failure of the GRANTEE within said notice period to correct the basis for termination (25 CFR 169.20):

1. Failure to comply with any term or condition of the Grant, or the applicable regulations.
2. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
3. An abandonment of the right-of-way, as determined by the BIA.

The condition for this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this Grant of Easement this 8th day of March, 20 17.

UNITED STATES OF AMERICA

By: Verinda Reval
Superintendent

Department of the Interior
Bureau of Indian Affairs
Jicarilla Agency
Dulce, New Mexico 87528

ACKNOWLEDGEMENT

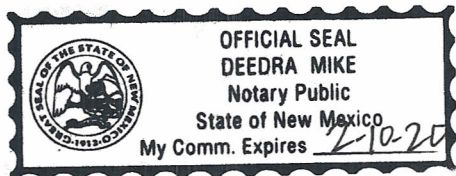
STATE OF NEW MEXICO)

ss:

COUNTY OF RIO ARRIBA)

Before me the undersigned, a Notary Public, in and for said County, State, on this 8th day of March, 20 17, personally appeared Verinda Reval. To me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day, year last above written.



[Signature]
Notary Public

Finding of No Significant Impact (FONSI)
For
Jicarilla Apache Nation

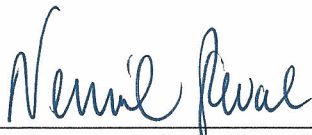
This FONSI is issued in accordance with Section 102 (2) (C) of the National Environmental Policy Act of 1969 (NEPA), as amended, and the 30 BIAM Supplement 1, the Department of the Interior, Bureau of Indian Affairs NEPA Handbook.

The Jicarilla Apache Nation, to construct/ install a waterline ***“Cutter Intertie Project”***, on the Jicarilla Apache Indian Reservation and will encumber ***107.94 acres***, within ***Section(s) 4 - 12, Township 22 North, Range 5 West, and Section(s) 07 – 09, Township 22 North, Range 4 West, N.M.P.M., Sandoval County, New Mexico.***


Based on the analysis of the Environmental Assessment (EA), for the ***“Cutter Intertie Project”***, prepared by ***Ecosystem Management, Inc.***, a waterline was proposed for review on the Jicarilla Apache Indian Reservation, the Bureau of Indian Affairs, Jicarilla Agency, in accordance with 25 CFR §196.25, CFR §211.7 and CFR §262.1 thru §262.8 and in accordance with the National Environmental Act of 1969, has determined that the proposed action will not have a significant impact on the human environment therefore an Environmental Impact Statement is not required.

The reasons supporting this finding are as follows:

1. No significant impacts on water or quantity in the project area are anticipated.
2. No significant impacts on cultural resources in the project vicinity are expected to occur.
3. No significant impacts to fish and wildlife and sensitive habitat (e.g. potential nesting trees or raptor perches) are expected to occur.
4. No threatened or endangered plants and/or species in the project area.
5. The access roads or the proposed pipeline construction and locations will not affect any wetlands.



Superintendent, Jicarilla Agency



Date

APPENDIX E

Survey Authorization Forms

- **Owner Provided Survey Request Form**
- **Authorization Form for Contractor Reimbursed Work**
- **Acknowledgement of Contractor Reimbursed Standby Time**

SOUDER, MILLER & ASSOCIATES

5454 Venice Ave. NE, Ste. D
Albuquerque, NM 87113
Phone: (505) 299-0942 FAX: (505) 256-7600
www.soudermiller.com

OWNER-PROVIDED SURVEY REQUEST FORM

(48-Business Hours notice required for scheduling crews)

CONTRACTOR: _____

CLIENT JOB #: _____

CONTACT: _____

PHONE: _____

CLIENT ADDRESS: _____

FAX: _____

JOB NAME: Jicarilla Apache Nation -
Cutter Lateral Intertie Project

SMA JOB #: 6921433

TYPE OF WORK REQUESTED:

EASEMENT LINE ☐

CULTURAL AREA LINE ☐

STRUCTURE/FOUNDATION ☐

TCE LINE ☐

ABC BLUE TOPS ☐

PUMP STATION ☐

WATER LINE ☐

SUBGRADE RED TOPS ☐

TANK BENCHMARK ☐

CENTERLINE STAKING ☐

ACCESS/TURNOUT ROAD ☐

FINAL AS-BUILT SURVEY ☐

FENCING ☐

OTHER (DESCRIBE): ☐

WHAT OFFSETS ARE REQUIRED?* (i.e. 10' left, 3' south, etc.):

**Note: If off-sets are not specified but found necessary due to field conditions calculations charges may apply.*

LIMITS/LOCATIONS OF WORK REQUESTED (i.e. sta-sta, point numbers, etc.):

FROM STATION: _____

TO STATION: _____

OTHER: _____

DAY/DATE REQUESTED: _____

ARRIVAL TIME REQUESTED**: _____

***Note: If unreasonable delays to survey crew occur due to project readiness, standby fees may apply.*

PRINT NAME OF PERSON REQUESTING WORK: _____

TITLE: _____

SIGNATURE: _____

CELL PHONE #: _____

Return this request via FAX to: James Combs at (505) 256-7600



Souder, Miller & Associates
5454 Venice Ave. NE Suite-D
Albuquerque, New Mexico 87113
Phone: (505) 299-0942 FAX: (505) 256-7600
www.soudermiller.com

AUTHORIZATION FORM FOR CONTRACTOR REIMBURSED WORK

CONTRACTOR: _____

CONTACT: _____ PHONE: _____

ADDRESS: _____ FAX: _____

JOB LOCATION/DESCRIPTION: Jicarilla Apache Nation - Cutter Lateral Intertie Project SMA JOB # 6921433

DESCRIPTION OF WORK REQUESTED: _____

Change Order (additional to work scope)? _____

Re-Stake (Stakes destroyed or missing)? _____

<u>TITLE</u>	<u>*PER HOUR</u>	<u>Est. Hours</u>	<u>TITLE</u>	<u>*PER HOUR</u>	<u>Est. Units</u>
Professional Land Surveyor	\$140.00		LSIT	\$100.00	
Senior Crew Chief / Technician IV	\$120.00		GPS/RTS Cost per Hour	\$20.00	
Crew Chief / CADD Technician III	\$100.00		Motel and meals	At Cost	
Field Survey/CADD Technician II	\$80.00		Mileage	\$0.58	
Field Survey Technician I	\$70.00		Administrator	\$80.00	

*Total Estimated Hours: _____

*Estimated Fee: _____

**Estimated hours and fees are for information only, actual hours worked will be used and attached to the final invoice along with a copy of this approval sheet. Fees above do not include applicable NMGR.*

NOTES: _____

By signing below I acknowledge that the work outlined above is approved and will be submitted for additional billing at the contract hourly rates. I further acknowledge that I am authorized by the CONTRACTOR to commit additional project resources.

PLEASE ALSO NOTE : SMA field staff members are not authorized to complete any additional work without execution of this form. Additional remobilization to complete additional work on subsequent trips will be in addition to original bid amounts.

CLIENT REPRESENTATIVE SIGNATURE: _____ Print: _____

DATE: _____ TITLE: _____

SMA REPRESENTATIVE SIGNATURE: _____ Print: _____

DATE: _____



Souder, Miller & Associates
5454 Venice Ave. NE Suite-D
Albuquerque, New Mexico 87113
Phone: (505) 299-0942 FAX: (505) 256-7600
www.soudermiller.com

ACKNOWLEDGEMENT OF CONTRACTOR REIMBURSED STANDBY TIME

CONTRACTOR: _____

CONTACT: _____ PHONE: _____

ADDRESS: _____ FAX: _____

JOB LOCATION/DESCRIPTION: Jicarilla Apache Nation - Cutter Lateral Intertie Project SMA JOB # 6921433

DESCRIPTION OF TASK THAT IS DELAYED: _____

<u>TITLE</u>	<u>*PER HOUR</u>	<u>Est. Hours</u>	<u>TITLE</u>	<u>*PER HOUR</u>	<u>Est. Units</u>
Professional Land Surveyor	\$140.00		LSIT	\$100.00	
Senior Crew Chief / Technician IV	\$120.00		GPS/RTS Cost per Hour	\$20.00	
Crew Chief / CADD Technician III	\$100.00		Motel and meals	At Cost	
Field Survey/CADD Technician II	\$80.00		Mileage	\$0.58	
Field Survey Technician I	\$70.00		Administrator	\$80.00	

*Total Estimated Hours: _____ *Estimated Fee: _____

**Estimated hours and fees are for information only, actual hours worked will be used and attached to the final invoice along with a copy of this approval sheet. Fees above do not include applicable NMGR.*

NOTES: _____

By signing below I acknowledge that the SMA survey representative(s) are at the project site at the requested time but are unable to complete planned activities due to conditions beyond the control of SMA. I further acknowledge that any standby time in excess of 0.5 hour cumulative per day will be submitted for additional billing at the contract hourly rates. (Alternatively the crew may be released; however, additional mobilization charges may apply.) I further acknowledge that I am authorized by the CONTRACTOR to commit additional project resources.

PLEASE ALSO NOTE : SMA field staff members are not authorized to remain at the job site on standby in excess of 0.5 hour cumulative per day without execution of this form .

CONTRACTOR REP. SIGNATURE: _____ Print: _____

DATE: _____ TITLE: _____

SMA REPRESENTATIVE SIGNATURE: _____ Print: _____

DATE: _____



APPENDIX F

NTUA Application for Permission to Tap an Existing Waterline

NTUA WATER SERVICE TAP PROCEDURES

The following procedures are to be adhered to by customer(s) and/or private contractor(s) for all water and wastewater taps and line constructions involving NTUA systems.

Approval of the permission to tap form will be granted upon full compliance with NTUA's requirements. Non-compliance of these requirements and/or NTUA's construction and material standards will result in disapproval to tap and/or construction; and service will not be initiated until all discrepancies are corrected.

Listed below are the necessary steps (check list) for all concerned parties to follow. When construction is completed and all pertinent information and documents are compiled and submitted; the District Manager and Water/Wastewater Foreman will approve and submit a copy of the final transfer package to the NTUA HQ Civil Engineering Dept. NOTE: The NTUA does not accept operation and maintenance responsibilities for customer sewer service lines or septic tank systems. These will be the customer's responsibility.

1. ☐ Permission to tap forms initiated at the local NTUA District office. The respective NTUA District office shall provide the necessary information and plans required to the customer/requestor; and assist the requestor in completing the forms. All the necessary information required from the customer to complete the form should be obtained at this point.

2. ☐ Proposed Construction Plans and Specifications: The completed permission to tap form and the proposed construction plan(s) are to be submitted to the District Manager and Water/Wastewater Foreman for their review and approval, at least 10 working days prior to construction. Utilize the attached forms provided, WS-1d or WWS-1d, for the "Proposed Construction" plans and use the NTUA legends; with direction indicated by the North arrow. Include the location of septic systems. The forms are for residential installations only. Commercial projects shall submit three (3) sets of plans for both the water and sewer combined.

3. ☐ Standard Material Listing: The respective NTUA District Office will review the standard drawings (WS-1, WS-2, WS-3, SS-1) and select the drawing(s) that apply. Please note the standard drawings are for 1" and 2" water services and 4" wastewater services only. Water service(s) over 2" and wastewater service(s) over 4", will require deviation from the standard construction drawings and material listings. Contact NTUA HQ Civil Engineering Dept. for any deviation. Note: The NTUA does not compensate customers for any donated materials.

4. ☐ Rights-of-Ways: the customer and/or contractor will be responsible for obtaining Rights-of-Ways and/or clear Grants of Easements; to be submitted with the permission to tap forms.

5. ☐ The customer(s) shall provide copies of home-site lease or land use permits, archeological clearances, deposits, service applications, customer meter requests, and etc.
6. ☐ Pressure readings, elevations, and system as-built ties information: these are to be provided on both the proposed and the as-built drawings. Flow requirements and demand should be submitted to size the meter and/or verify wastewater system capacity. The NTUA can assist customer(s) in determining these requirements.
7. ☐ Open Trench Policy: NTUA may monitor the tap and construction of water and wastewater facilities. It is important to notify one of the main contact persons at NTUA at least three working days prior to actual construction.
8. ☐ Final Inspection: All discrepancies/deficiencies shall be corrected by the customer and /or contractor and verified by NTUA.
9. ☐ As-built requirements and cost of plant: Very Important! The NTUA requires as-constructed as-built drawings with swing ties and all pertinent information, to be submitted upon completion. Please submit a cost of plant list up to the metering point, of the following: (The cost of plant should be attached to the TA as Exhibit "A".)

- A. MATERIALS (List of items installed.)
- B. LABOR
- C. EQUIPMENT
- * D. TOTAL

* Total cost of plant to be included on transfer agreement.

10. ☐ The customer(s) and/or contractor(s) shall provide NTUA a one-year warranty period on workmanship and materials. The Transfer Agreement will document the beginning date of the warranty period and it will authorize the NTUA to incorporate the capitalized portion of the project (see Item 9, the cost of plant) into the plant records; and to operate and maintain such facilities. (See attached Transfer Agreement.)
11. ☐ Initiation of service by the NTUA.
12. ☐ Submit a copy of the **Transfer Package** to NTUA HQ Civil Engineering. Provide copies to customer(s) and respective NTUA District Office.
- A. **Complete Construction As-Built drawings with NTUA system tie information.**
 - B. **R.O.W. Agreement/Grant of Easement**
 - C. **Final Inspection Certifications**
 - D. **Completed Transfer Agreement w/Cost of Plant**

Instructions-Permission to Tap an existing NTUA Water line

This form is to be filled out and submitted to NTUA at least ten (10) working days prior to the requested date of construction of the tap. The ten (10) working days is to allow for the scheduling of an NTUA inspector and this does not imply that a full review with permission to tap being approved or disapproved will be issued in that time period.

Upon approval, a copy of the approved permission to tap form will be sent to the requestor with the local NTUA office retaining the original copy.

All addresses shall include the Zip Code. All telephone numbers shall include the Area Code.

1.
 - a. Permanent addresses and telephone number of the requestor. In some cases this will be a contractor, if not the customer.
 - b. Local address and telephone number.
 - c. Vicinity location of the tap and/or project.
2. If the person to coordinate with NTUA is the same as item 1a, then write the appropriate number and letter in the name space. In most cases, this is the customer and not a contractor. If other than 1a, complete the information required.
3. Complete information required.
4. Self-explanatory.
5. Self-explanatory.
6. One copy of the PTT with the specifications and drawings is to remain at the local NTUA District Office. After review by the District Office, the original request form and copies of both the specifications and drawings are to be forwarded to the NTUA Headquarters Civil Engineering Department, unless this is an I.H.S./O.E.H. P.L. 86-121 project or a N.H.A. project.

If this is a P.L. 86-121 project, the documents will be sent to the NTUA Headquarters Special Operations Department. If this is a N.H.A. project, the documents will be sent to the NTUA NHA Projects Coordinator, NTUA Headquarters, Civil Engineering Department.

If both sewer and water taps are requested and covered in the same set of drawings and specifications, the original copy of the PTT and copies of the drawings and specifications are to be forwarded to the NTUA Headquarters Civil Engineering Department. Reproducible Mylar's or Sepias may be substituted for drawings forwarded to NTUA Headquarters since the Engineering Department can reproduce the copies required.

Under any “NO” conditions, other than P.L. 86-121 projects, attach a note of explanation.

Before forwarding the documentations to NTUA Headquarters, Civil Engineering Department, the local NTUA District Office will check the drawing(s) for:

- A. The basis of elevation as given by showing the bench-mark identification, location, and elevation;
 - B. A description of the tap point that gives specific ties to existing facilities and drawings in the NTUA files.
 - C. Detail drawing of tap point and materials to be used; may require submittals.
 - D. The portion of the proposed system that is to be transferred to NTUA for operations and maintenance is indicated, per attached ROW and/or Grant of Easement Documentation(s). Item “D” does not apply to P.L. 86-121 projects since this is covered in detail in other documents.
- 7. The type of service requested such as Residential Domestic, Commercial, or Industrial and Permanent or Temporary Service, (e.g., “Permanent Residential Domestic”), will be stated plus the meter size. If questions arise contact the NTUA Civil Engineering for assistance on information required for these entries on the request forms.
 - 8. Provide customer requested flows rates and demands required.
 - 9. If the customer requires both domestic and fire flow services, the NTUA may require a single or dual meter set up for this purpose based on flow rates required. Flow rates required shall be submitted.
 - 10. The hour of the day as well as the date, are expected entries in this space. Provide enough lead-time for tap approval and to schedule an inspector, a minimum of ten (10) working days.
 - 11. Signatures of customer(s) and/or contractor(s) responsible for tap construction and acceptance by NTUA.
 - 12. Self-explanatory.
 - 13. The District Engineering will do a complete review of the PTT with the assistance of the District Water Department.

14. The District Water Foreman will do a complete review of the PTT with the assistance of the District Engineering Dept. Attach a list of District operational constraints and current operating problems that affect or will be caused by the approval of this permission to tap. If there are no operational constraints or problems, write “NOP” beside the date of the signature.
15. Self-explanatory
16. The District Manager will do a complete review of the permission to tap forms and related documents.
17. Self-explanatory, per the local NTUA District office schedule.
18. Self-explanatory.
19. Unless otherwise noted, a list of restrictions, recommendations, conditions, notes, and etc. on the approval will be stated.

**PERMISSION TO TAP AN
EXISTING N.T.U.A. WATER LINE**

1. Requester

- a. NAME : _____
 TITLE : _____
 ORGANIZATION : _____
 PERMANENT : _____
 ADDRESS : _____
 TELEPHONE # : _____
- b. LOCAL ADDRESS : _____
 LOCAL PHONE # : _____
- c. VICINITY/LOCATION: _____
 OF TAP/PROJECT _____

2. Person responsible for tap construction and its acceptance by the Navajo Tribal Utility Authority.

NAME : _____
TITLE : _____
ORGANIZATION : _____
ADDRESS : _____
TELEPHONE # : _____

3. Person responsible for paying the Navajo Tribal Utility Authority for service after the construction is completed and accepted.

NAME : _____
TITLE : _____
ORGANIZATION : _____
ADDRESS : _____
TELEPHONE # : _____

4. Date request is submitted to the Navajo Tribal Utility Authority.

DATE : _____

5. Submitted to:

NAME : _____
TITLE : _____
NTUA OFFICE : _____

6. Specifications and Drawings of proposed construction attached? _____ (Yes/No).

7. Actual Services:

ACTUAL NUMBER : _____
METER SIZE : _____
TYPE OF SERVICE : _____

REMARKS (Type of Building Served): _____

8. Water demand/customer requested flow rates and minimum available pressure at the meter outlet.

NORMAL : _____ GPM
PEAK : _____ GPM
PRESSURE : _____ PSI
@ ELEVATION OF : _____ FT. above MSL

9. Fire Flow Demand is not guaranteed and is based only on what the system will provide. FOR NTUA INFORMATION: Flow rate and minimum available pressure at the meter outlet.

	Sprinkler system	Total Fire Hydrant Flow
QUANTITY	: _____	_____ GPM
DURATION	: _____	_____ MINS.
PRESSURE	: _____	_____ PSI
SIMULTANEOUS USE	_____	(YES/NO)

10. Requested Date and Time of the actual construction of the tap: _____

11. I agree to adhere to the Navajo Tribal Utility Authority (NTUA) construction methods, material standards, line test procedures, disinfections requirements, water and wastewater construction policies, As-built drawing requirements, and tariff requirements, as they pertain to tapping the existing NTUA water and wastewater facilities; and the constructed utilities to be transferred to NTUA for operations and maintenance, with services provided by the NTUA thereafter.

Signature	Print	Date
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Signature	Print	Date
-----------	-------	------

Signature	Print	Date
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12. Is this service downstream from a previous Master Metered area? _____(Yes/No).

13. Specifications and proposed construction drawings reviewed by:

District Engineering Dept.

Date

14. Specifications and proposed construction drawings reviewed and approved by:

District W/WW Foreman

Date

*OCP? (Yes/No)

* “OC/P” = Operational constraints/problems. If YES, attach list of current operating problems that will affect PTT.

15. Assigned NTUA inspector’s name.

Name/Title

16. Reviewed by District Manager.

Signature

Date

17. Approved time and date of construction of tap.

Time and Date: _____

18. Permission to Tap reviewed and approved by.

NTUA HQ, Civil Engineering Dept./Title

Date

19. Comments / Remarks:

APPENDIX G

Electronic Data File Transfer and Sharing Agreement



Electronic Data File Transfer and Sharing Agreement

To: _____

Via Email: _____

Project Name: Jicarilla Apache Nation Cutter Intertie Water Supply

Project No.: 6921433

Location: Jicarilla Apache Nation Reservation

Per your request, Souder, Miller & Associates is providing and granting a license to you for the use of electronic data files or information for the referenced project contingent upon your acceptance of the following conditions:

1. All electronic files provided to you throughout the duration of this project are to be used by your firm solely, and for this particular project only.
2. Unless otherwise specified, all such files are instruments of service of Souder, Miller & Associates, who shall be deemed the author, and shall retain all common law, statutory law, and other rights, including copyrights. Your firm agrees that any data provided by Souder, Miller & Associates may not be disclosed to any third party without the express written consent of Souder, Miller & Associates.
3. The work of this project will be kept confidential. This disclosure limitation pertains to printed as well as electronic data.
4. Any electronic files are not contract documents or representations thereof. Final signed and sealed hard copy(s) of the documents shall govern for all deliverables.
5. Your acceptance of electronic files or any information prepared by others and transmitted to you by Souder, Miller & Associates shall constitute your acknowledgement that these files may not be accurate or "to scale" and shall not relieve you of your responsibility to determine the required dimensions, elevations, details and relationships of the provided data.
6. Your firm agrees, to the greatest extent permitted by law, to defend, indemnify and hold Souder, Miller & Associates, its officers, directors, employees and subconsultants harmless from any damage, liability or cost, including reasonable attorney's fees and cost of defense, arising from your usage of the electronic files.

Accepted By: _____

Signature: _____ Date: _____

Title: _____

Please FAX this form to: _____ or EMAIL to: _____@soudermiller.com

APPENDIX H

Project Pressure Test Parameters

JAN - CUTTER INTERTIE PRESSURE TEST PARAMETERS

Test Section ¹			Testing ARV Location			Allowable Leakage Calculations ²		
Beginning Station	Ending Station	Length of Test Section	Station	Elevation	Test Pressure	Approximate Number of Joints Tested (N)	Nominal Diameter of Pipe (D)	Allowable Leakage 2 Hour Test (2Q)
LF	LF	ft	LF	ft-amsl	psi	-	in	Gal.
-0+35	3+63	398	03+63 ³	7038	200	20	10	0.82
5+43	34+66	2,923	05+43 ³	7040	188	146	12	7.27
34+66	63+00	2,834	53+51	6965	214	142	12	7.04
63+00	89+91	2,691	68+56	6947	220	135	12	6.69
89+91	125+33	3,542	90+09	6914	202	177	12	8.80
125+33	147+85 ⁴	2,252	125+50	6837	222	113	12	5.60

Notes:

¹ All pipe used on JAN - Cutter Intertie is 10" DR18 PVC from Station 0+00 to 3+63, and 12" DR18 PVC from Station 5+43 to 464+64. Both pipes have a pressures rating of 235 psi.

² Where the Allowable Leakage **per Hour** (Q) = $\frac{ND(P^{1/2})}{7400}$. Allowable Leakage figures above are for 2 hour test, 2*(Q).

³ ARV / Testing Location at Sta. 3+63 and 5+43 are located on the JAN Tank site.

⁴ End cap at the end of JAN - Cutter Intertie Phase 2 is at Station 129+10.