

**ADDENDUM No. 1
TO
CONTRACT DOCUMENTS FOR CONSTRUCTION OF
THE TSE'II'AHÍ WATER LINE EXTENSIONS PROJECT**

THE NAVAJO NATION

May 7, 2024

This is ADDENDUM No. 1 to the CONTRACT DOCUMENTS FOR CONSTRUCTION OF THE TSE'II'AHÍ WATER LINE EXTENSIONS PROJECT, bid package published April 2024. This ADDENDUM No. 1 consists of four (4) pages. All interested bidders are hereby notified of the following clarifications, changes, additions, modifications and deletions to the Contract Documents, as described in detail below:

Item 1. *Clarification regarding pre-bid meeting notes*

The pre-bid meeting notes are attached to this addendum. See Item 7.

The pre-bid meeting notes are not an addendum and are not part of the Bid / Contract Documents. They are not intended to modify, update or interpret the Bid / Contract Documents in any way. In the event of any discrepancy between the Bid/Contract Documents and the Pre-bid notes, the Bid/Contract Documents shall govern.

However, other Items of this Addendum No. 1 may formalize some information covered in the pre-bid meeting as modifications, updates, and/or clarifications to the Contract Documents.

Item 2. *Engineer's Estimate*

The Engineer's Cost Estimate Totals: *Base Bid*: \$4,700,000; not including Navajo Tax

Additive Alternative 1: \$609,000; not including Navajo Tax

Additive Alternative 2: \$747,000; not including Navajo Tax

Base Bid + Additives Alternative 1 & 2: \$6,056,000; not including Navajo Tax

Item 3. *C-410 Bid Form*

The Bid Form is hereby revised and replaced in its entirety. Bidders shall utilize the modified bid form provided electronically in this Addendum No. 1 (also see Item 7). Bid Form changes include adjustments to quantities based on modified Base Bid and new Additive Alternatives 1 and 2.

Item 4. *Modifications to Design Drawings*

The Design Drawings stamped on 04/15/2024 are hereby modified as follows:

- Sheet C-4: Temporary Construction Easement (TCE), 30 feet on both sides of permanent Right of Way (ROW), is hereby added for Line 1 from Station 82+63 to 84+88; approximately 226LF. This additional TCE is at the wash crossing is intended to improve constructability for the deeper/wider trench.
- Sheet C-5: Temporary Construction Easement (TCE), 30 feet on both sides of permanent Right of Way (ROW), is hereby added for Line 1 from Station 108+18 to 109+11;

approximately 93LF. This additional TCE is at the wash crossing is intended to improve constructability for the deeper/wider trench.

- Sheet C-8: Temporary Construction Easement (TCE), 30 feet on both sides of permanent Right of Way (ROW), is hereby added for Line 2 from Station 5+23 to 6+57; approximately 134LF. This additional TCE is at the wash crossing is intended to improve constructability for the deeper/wider trench.
- Sheet C-11: Temporary Construction Easement (TCE), 30 feet on both sides of permanent Right of Way (ROW), is hereby added for Line 3 from Station 10+80 to 12+52; approximately 172LF. This additional TCE is at the wash crossing is intended to improve constructability for the deeper/wider trench.
- Sheet C-19: Temporary Construction Easement (TCE), 30 feet on both sides of permanent Right of Way (ROW), is hereby added for Line 4 from Station 84+10 to 85+40; approximately 130LF. This additional TCE is at the wash crossing is intended to improve constructability for the deeper/wider trench.
- Sheet C-19: Temporary Construction Easement (TCE), 30 feet on both sides of permanent Right of Way (ROW), is hereby added for Line 4 from Station 88+85 to 90+30; approximately 145LF. This additional TCE is at the wash crossing is intended to improve constructability for the deeper/wider trench.
- Sheet C-19: Temporary Construction Easement (TCE), 30 feet on both sides of permanent Right of Way (ROW), is hereby added for Line 4 from Station 108+84 to 109+04; approximately 20LF. This additional TCE is at the gas line crossing is intended to improve constructability for the deeper/wider trench.
- Sheet C-20: Temporary Construction Easement (TCE), 30 feet on both sides of permanent Right of Way (ROW), is hereby added for Line 4 from Station 122+99 to 124+36; approximately 137LF. This additional TCE is at the road crossing and waterline connection is intended to improve constructability for the deeper/wider trench.
- Sheet C-29: Temporary Construction Easement (TCE), 30 feet on both sides of permanent Right of Way (ROW), is hereby added for Line 6 from Station 7+93 to 10+27; approximately 234LF. This additional TCE is at the wash crossings are intended to improve constructability for the deeper/wider trench.
- Sheet C-28: Temporary Construction Easement (TCE), 30 feet on both sides of permanent Right of Way (ROW), is hereby added for Line 5 from Station 2+68 to 6+38; approximately 370LF. This additional TCE is at the Route 9 road crossing is intended to improve constructability for the HDD or bore road crossing.
- Sheet DT - 7: Note #3 is hereby replaced with the following:

MECHANICAL RESTRAINT WEDGE ASSEMBLIES AND GLANDS SHALL BE FUSION BONDED EPOXY COATING IN ACCORDANCE WITH AWWA C116 OR MEGA-BOND COATED, INTERIOR AND EXTERIOR. BOLTS, WASHERS, AND NUTS FOR ALL RESTRAINT ASSEMBLIES SHALL BE STAINLESS STEEL 304.
- Sheet DT-21 Standing Rock Tank #4 Elevation Detail: Replace “Supported” with “Self-Supported” Conical Roof. The leader note for the roof type is hereby modified as follows to replace “SUPPORTED” with “SELF-SUPPORTED”:

SELF-SUPPORTED CONICAL ROOF,
PER TANK MANUFACTURER'S N.M.-LICENSED,
P.E. SEALED DESIGN

SEE NOTE 1

- Sheets C-20 to C-25: Rotate the North Arrow approximately 90 to 180 degrees.
- Sheet C-43:
 - Check Dams Will be from STA: 0+80 to 1+81.
 - Riprap rundown will be 12 SY

Revised drawings reflecting the modifications above shall be provided to the winning bidder prior to construction. In the interim, modifications described above may be relied upon by bidders in preparation of the bid.

Item 5. Revise Technical Specifications

The following revisions are made to the Technical Specifications.

- Technical Specification 33 11 00 Article 2.8 is hereby revised as follows:

Zinc-plated Stainless steel or fluoropolymer coated bolts and nuts shall be used for the installation of pipelines up to 500 mm (20") diameter and shall be carbon steel conforming to ASTM A307, Grade A, unless otherwise indicated on the approved drawings. Bolts and nuts shall have standard ANSI B1.1, Class 2A coarse threads.
- Technical Specification 33 16 19 Article 1.5.A is hereby revised as follows:

5. Roof: Welded self-supported conical roof. ~~with-rafter supports~~.

Item 6. Clarifications in Response to Submitted Questions

The following additional clarifications are made in response to questions from potential bidders.

1. See Technical Specifications 33 11 00 and 09 97 14 coatings required for metallic pipe and fittings.
2. EBAA Iron, Series 6500 and 7500", or approved equal, for all pipe from 2" to 3-1/2" diameter, installation and spacing as per manufacturer's specifications
3. Bid Items No. 40 and No. 46 for the booster station and tank site piping in the revised Bid Form includes all components within the site easements.
4. Bid Item No. 21 "Locate and Connect to Existing Waterline or Gate Valve, CIP" is intended for the connection to the existing waterlines shown on Sheets C-16, C-20, C-32 (two), C-33, House #24 on PFL-13, House No.'s 27 and 28 on PFL-15.
5. See Pressure Reducing Valve Schedule on Sheet DT-14 for which services will require individual PRV and tandem meter yoke per Sheet DT-11.
6. Open Cut Steel Casings shall be asphaltic coating per AWWA C104. Bore and Jack Steel Casings, no coating required.

7. PVC water carrier pipe and PVC Casing at oil and gas line crossings require petroleum resistant gaskets as per Technical Specification Section 33 11 00 Part 2.1.A.8.C. Petroleum resistant end seals are required at both ends of gas line crossing casings.
8. Sheet DT-27 "Note: All Pipe & Fittings on the discharge side of the BoosterPq shall be rated for 300 psi or greater" is only applicable to the BoosterPq manifold. Connection between the BoosterPq and building plumbing shall be made using an expansion joint per Sheet DT-27.
9. Control Valves Spec 33 12 18 Part 2.11.2 "Holiday testing for epoxy coatings:" a. "All fusion-bonded epoxy coatings on all valves shall be holiday tested prior to installation, at Contractor's expense." is only applicable for the control valves in this specification.
 - a. This testing requirement is not applicable for all other valves covered in Specification 33 12 16.
10. Due to the schedule constraints imposed by the project funding, the bid opening date cannot be extended.
11. A bolted steel water storage tank is not an acceptable substitution for the welded steel water storage tank.
12. A Bid Opening virtual meeting invite via Microsoft Teams will be sent to the emails listed on the Plan Holders List and the Mandatory Pre-Bid Sign-in Sheet.

Item 7. Electronic files available to bidders

The following files (in .pdf file format) referenced and requested have been made available to Bidders through the Engineer's website at www.soudermiller.com. Bidder's requiring further assistance in obtaining these files should contact Royce Beaudry at royce.beaudry@soudermiller.com or 707-363-8161.


The following files **are** part of the Bid / Contract Documents:

- Revised Bid Form (*Replaces the previous version included in Volume 1 of bid documents*)
- Addendum No. 1 Package

The following files **are not** part of the Bid / Contract Documents, and are not intended to modify, update or interpret the Bid / Contract Documents in any way:

- Prebid meeting notes (*also includes*):
 - Pre-Bid Meeting Notes & Sign-in Sheet.
 - Excerpt from basic requirements.
 - Project overview map.

This Addendum No. 1 constitutes clarification, changes, additions, modifications and deletions to the aforementioned contract documents. All provisions of the contract documents not in conflict with Addendum No. 1 shall remain in full force. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original Contract Documents and previous Addenda, if any. Receipt of this Addendum shall be acknowledged on the Bid Form.



Royce Beaudry, P.E.

May 7, 2024

Date

BID FORM

Tse'ii'ahi Waterline Extensions

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Navajo Nation – Water Management Branch
C/O Souder, Miller & Associates
Attention: Royce Beaudry, P.E.
5454 Venice Avenue NE, Suite D
Albuquerque, New Mexico 87113

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Technical Specifications, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BID**Tse'ii'ahi Waterline Extensions**

Notes: Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid (Line 1, 2 and 4; Booster Station & Tank Site; Scattered Connections)					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
General and Miscellaneous					
1	Mobilization (75%) / demobilization (25%).	LS	1		
2	Testing allowance, (reimbursable lab fees only, incl. compaction, concrete, materials, water quality. Excludes bacteriological lab test fees).	Allow.	1	\$86,000.00	\$86,000.00
3	Traffic control, per NMDOT, county and BIA requirements.	LS	1		
4	As-built Surveying	LF	60,092		
5	Contingency Allowance	Allow.	1	\$500,000.00	\$500,000.00
Erosion and Storm Water Controls					
6	Re-seeding of waterline ROW and TCE, CIP.	LF	57,004		
7	Re-seeding of Booster Station and Tank 4 Sites, CIP.	LS	1		
8	Wire-caged riprap (item includes rock, wire cage, geotextile, and staking) or cable concrete. Final quantities, dimensions and locations TBD in field, CIP.	SY	57		
9	Check Dam, CIP	LF	131		
10	SWPPP pursuant to NPDES stormwater program and consistent with USEPA's general construction permit. Includes preparation of document, implementation of all BMPs required by SWPPP, filing of all notices and inspections required by EPA, etc.	LS	1		
Water Distribution Pipelines					
11	1-inch PE IPS, SDR 7, Pipeline, with appurtenances, CIP. As indicated on plans and specifications.	LF	2,680		
12	2-inch PVC SDR 21 Pipeline, with appurtenances, CIP. Includes bell and spigot joint as indicated on plans and specifications.	LF	13,388		
13	2-inch HDPE DR 9 Pipeline Open Trench at wash crossing, with appurtenances, CIP. As indicated on plans and specifications.	LF	140		

14	4-inch PVC DR 18 C900 Pipeline, with appurtenances, CIP. Includes bell and spigot joint as indicated on plans and specifications.	LF	29,419		
15	4-inch HDPE DR 9 Pipeline Open Trench at wash crossing, with appurtenances, CIP. As indicated on plans and specifications.	LF	275		
16	4-inch HDPE DR 9 Pipeline Horizontal Directional Drilling at wash crossings, fittings, concrete anchors, and appurtenances, including all activities for construction, CIP.	LF	2,073		
17	4-inch and 2-inch PVC DR 18 C900 Transmission & Distribution pipelines in joint trench, with appurtenances, CIP. Includes bell and spigot joint as indicated on plans and specifications.	LF	180		
18	4-inch PVC DR 18 C900 Transmission & Distribution pipelines in joint trench, with appurtenances, CIP. Includes bell and spigot joint as indicated on plans and specifications.	LF	11,572		
19	4-inch HDPE DR 9 Transmission & Distribution pipelines in joint trench at wash crossing, with appurtenances, CIP. As indicated on plans and specifications.	LF	365		
20	Locate and Connect to Existing Waterline or Gate Valve, CIP	EA	8		
21	Flushing, disinfection and bacteriological testing, CIP.	LF	60,092		
22	Hydrostatic testing of main pipeline, CIP	LF	60,092		
23	Rock removal and processed / imported backfill material (excludes placement and compaction of backfill, embedment, or soil cement, which are incidental to pipe bid items), CIP.	VLF	76,985		
Water Valve Assemblies					
24	4-inch Gate valve assembly, CIP	EA	37		
25	2-inch Gate valve assembly, CIP	EA	17		
26	2-inch flush valve assembly with above- grade discharge, CIP.	EA	10		
27	1-inch Combination air valve assembly including 1-inch flood safe inflow preventor with enclosure, CIP.	EA	35		
28	Residential Water Meter and Service Connection Assembly (without individual PRV), with appurtenances, CIP	EA	3		
29	Residential Water Meter and Service Connection Assembly (including individual PRV), with appurtenances, CIP	EA	20		
Road Crossings					

30	16-inch bore and jack cased road crossings for Transmission and Distribution pipelines, incl. steel casing, dual pipe spacers and end seals, CIP. Excludes carrier pipe.	LF	160		
31	10-inch bore and jack cased road crossings, incl. steel casing and end seals, CIP. Excludes carrier pipe.	LF	120		
32	10-inch diameter open cut cased road crossings, incl. steel casing and end seals, CIP. Excludes carrier pipe.	LF	320		
33	Existing utility line crossing location and exposure of lines per gas company requirements, CIP.	EA	3		
34	Existing utility line crossing, incl. 10-inch DR18 PVC casing, with petroleum-resistant gaskets and end seals, CIP. Covers all co-located existing utility lines. Excludes carrier pipe.	LF	60		
Control Valve Vault					
35	Control Valve Vault (including 2" pressure sustaining control valve, H style strainer, concrete manhole, all structural elements, and wetted components), CIP.	EA	1		
Booster Station and Site Work					
36	Booster station building, incl. doors, hardware, floor drains, slab, foundation, tie-ins, and all other structural elements not separately listed, CIP.	LS	1		
37	Booster pump skid unit, including pressure tank, piping , fittings, valves, pressure gauges, transducer, pressure relief drain line, water meter sample ports, pipe supports, and appurtenances not separately listed, CIP.	LS	1		
38	Booster station building piping, CIP.	LS	1		
39	Booster station piping at Tank 2/3 site, (incl. all new plumbing components within the site easement, drain lines and flush line ROWs not separately listed), CIP. Excludes gate valves, air valves, and main line beyond the site easement.	LS	1		
40	Tank 2/3 site surfacing for booster station site restoration with 2-inch gravel and 3-inch base course, CIP.	SY	150		
Tank 4 and Site Work					
41	10,000 gallon welded steel water storage tank, painting of tank with impressed current cathodic protection system per Sections 33 16 19, 09 97 14 and 26 42 10, including installation, energizing, adjusting, and testing, CIP.	LS	1		
42	Tank foundation for 10,000 gallon welded steel tank, CIP.	LS	1		

43	Filling, disinfection, and bacteriological testing of new 10,000 gallon tank, CIP.	LS	1		
44	Pressure Transducer vault, (incl. structure and wetted components), CIP. Excludes electrical.	LS	1		
45	Tank 4 site piping, (incl. all new plumbing components within the site easement, drain lines and flush line ROWs not separately listed), CIP. Excludes gate valves, air valves, and main line beyond the site easement.	LS	1		
46	Site earthwork and grading for sub-foundation, pads and access road, CIP. Excludes surfacing material and riprap.	LS	1		
47	Tank 4 site surfacing with 2-inch gravel over 3-inch base course, CIP.	SY	330		
48	Tank 4 site access road 12-foot wide surfacing with 6-inch NMDOT specification base course, CIP.	SY	444		
49	Tank 4 Site Fencing (8 ft. with 3-strand barbed wire), incl. 20' double swinging and 3' man gates and removal of existing fence and gates, CIP.	LS	240		
Electrical & SCADA					
50	Booster station and building electrical/HVAC, CIP. Includes meter pole and socket. Excludes SCADA equipment listed separately and primary pole, primary conductor, transformer and meter provided by utility.	LS	1		
51	Tank 4 site electrical, including solar power supply and pressure transducer, CIP	LS	1		
52	SCADA equipment for Tank 2 booster station, AC power supply, PLC, antennas, radio, enclosures, CIP	LS	1		
53	SCADA equipment for Tank 4, solar power type, PLC, antennas, radios, enclosures, CIP.	LS	1		
54	SCADA programming allowance, programming sub-contractor to be selected by Owner, CIP.	Allow.	1	\$40,000.00	\$40,000.00
55	Powerline Service Allowance for Booster Pump	Allow.	1	\$10,000.00	\$10,000.00

TOTAL OF BASE BID: \$ _____

IN WORDS: _____

Additive Alternative 1 (Lines 5 and 6)

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
General and Miscellaneous					
1-1	Mobilization (75%) / demobilization (25%).	LS	1		
1-2	Testing allowance, (reimbursable lab fees only, incl. compaction, concrete, materials, water quality. Excludes bacteriological lab test fees).	Allow.	1	\$14,300.00	\$14,300.00
1-3	Traffic control, per NMDOT, county and BIA requirements.	LS	1		
1-4	As-built Surveying	LF	10,002		
Erosion and Storm Water Controls					
1-5	Re-seeding of waterline ROW and TCE, CIP.	LF	9,832		
1-6	SWPPP pursuant to NPDES stormwater program and consistent with USEPA's general construction permit. Includes preparation of document, implementation of all BMPs required by SWPPP, filing of all notices and inspections required by EPA, etc.	LS	1		
Water Distribution Pipelines					
1-7	1-inch PE IPS, SIDR 7, Pipeline, with appurtenances, CIP. As indicated on plans and specifications.	LF	659		
1-8	2-inch PVC SDR 21 Pipeline, with appurtenances, CIP. Includes bell and spigot joint as indicated on plans and specifications.	LF	9,103		
1-9	2-inch HDPE DR 9 Pipeline Open Trench at wash crossing, with appurtenances, CIP. As indicated on plans and specifications.	LF	240		
1-10	Locate and Connect to Existing Waterline or Gate Valve, CIP	EA	1		
1-11	Flushing, disinfection and bacteriological testing, CIP.	LF	10,002		
1-12	Hydrostatic testing of main pipeline, CIP	LF	10,002		
1-13	Rock removal and processed / imported backfill material (excludes placement and compaction of backfill, embedment, or soil cement, which are incidental to pipe bid items), CIP.	VLF	13,109		
Water Valve Assemblies					
1-14	2-inch Gate valve assembly, CIP	EA	8		
1-15	2-inch flush valve assembly with above- grade discharge, CIP.	EA	3		
1-16	1-inch Combination air valve assembly including 1-inch flood safe inflow preventor with enclosure, CIP.	EA	6		
1-17	Residential Water Meter and Service Connection Assembly (without individual PRV), with appurtenances, CIP	EA	3		
1-18	Residential Water Meter and Service Connection Assembly (including individual PRV), with appurtenances, CIP	EA	2		
Road Crossings					
1-19	10-inch diameter horizontal directional drilling (or bore and jack) cased road crossings, incl. steel casing and end seals, CIP. Excludes carrier pipe.	LF	170		

TOTAL OF ADDITIVE ALTERNATIVE 1: \$ _____

IN WORDS: _____

Additive Alternative 2 (Line 3)					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
General and Miscellaneous					
2-1	Mobilization (75%) / demobilization (25%).	LS	1		
2-2	Testing allowance, (reimbursable lab fees only, incl. compaction, concrete, materials, water quality. Excludes bacteriological lab test fees).	Allow.	1	\$19,700.00	\$19,700.00
2-3	Traffic control, per NMDOT, county and BIA requirements.	LS	1		
2-4	As-built Surveying	LF	13,736		
Erosion and Storm Water Controls					
2-5	Re-seeding of waterline ROW and TCE, CIP.	LF	13,736		
2-6	SWPPP pursuant to NPDES stormwater program and consistent with USEPA's general construction permit. Includes preparation of document, implementation of all BMPs required by SWPPP, filing of all notices and inspections required by EPA, etc.	LS	1		
Water Distribution Pipelines					
2-7	1-inch PE IPS, SIDR 7, Pipeline, with appurtenances, CIP. As indicated on plans and specifications.	LF	116		
2-8	2-inch PVC SDR 21 Pipeline, with appurtenances, CIP. Includes bell and spigot joint as indicated on plans and specifications.	LF	12,218		
2-10	2-inch HDPE DR 9 Pipeline Open Trench at wash crossing, with appurtenances, CIP. As indicated on plans and specifications.	LF	173		
2-11	2-inch HDPE DR 9 Pipeline Horizontal Directional Drilling at wash crossings, fittings, concrete anchors, and appurtenances, including all activities for construction, CIP.	LF	1,229		
2-12	Flushing, disinfection and bacteriological testing, CIP.	LF	13,736		
2-13	Hydrostatic testing of main pipeline, CIP	LF	13,736		
2-14	Rock removal and processed / imported backfill material (excludes placement and compaction of backfill, embedment, or soil cement, which are incidental to pipe bid items), CIP.	VLF	16,676		
Water Valve Assemblies					
2-15	2-inch Gate valve assembly, CIP	EA	6		
2-16	2-inch flush valve assembly with above- grade discharge, CIP.	EA	3		
2-17	1-inch Combination air valve assembly including 1-inch flood safe inflow preventor with enclosure, CIP.	EA	5		
2-18	Residential Water Meter and Service Connection Assembly (including individual PRV), with appurtenances, CIP	EA	2		

TOTAL OF ADDITIVE ALTERNATIVE 2: \$ _____

IN WORDS: _____

- E. Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of

comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- F. All prices identified above do not include taxes, as further clarified in the Supplementary Conditions. The Navajo Sales Tax of 6% will be included with each payment made to the selected contractor.

ARTICLE 5 – TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete within 672 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 762 calendar days after the date when the Contract Times commence to run. The Bidder also agrees to the following additional milestone:

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Bidder's Qualifications Statement with Supporting Data;
- C. List of Proposed Subcontractors;
- D. List of Proposed Equipment Manufacturers;
- E. Navajo Nation Certification Regarding Debarment and Suspension;
- F. Affidavit of Responsibility for Subcontractors;
- G. Affidavit of Non-Collusion;
- H. Affidavit of Non-Debarment and Non-Suspension;
- I. New Mexico Contractor's License No. _____;
- J. Documentation of eligibility for certification as Priority 1 or 2 business entity under the Navajo Business Opportunity Act (if applicable);

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the Standard General Conditions, and Navajo Nation Supplementary Conditions of the Construction Contract.

ARTICLE 8 – BID SUBMITTAL

Bidder acknowledges that the document known as EJCDC® C-700, Standard General Conditions for the Construction Contract and Supplementary Conditions, published by the Engineers Joint Contract Documents Committee® has been substantially modified by the Owner and such modified document has been given the label of "C-700 NN" and forms part of the present Agreement.

Yes _____

No _____

Bidder hereby attests that Bidder is in good standing with the State of New Mexico and the Navajo Nation and will provide such certification if selected

Yes _____

for Contract award following the bidding process and prior to execution of the Contract.

No _____

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

New Mexico Department of Workforce Solutions Registration No. _____

Is Bidder certified as a Priority 1 or 2 business entity under the Navajo Business Opportunity Act?

Yes, Priority 1 _____

Yes, Priority 2 _____

No _____

If yes, attach documentation of certification.



Tse'ii'ahi Waterline Extensions Project
Mandatory Pre-bid Meeting
Tuesday, April 23rd, at 10:00 AM
Standing Rock (Tse'ii'ahi) Chapter



Sign-In Sheet

Name	Company	Telephone No.	Email
Royce Beaudry	SMA	707-363-8161	royce.beaudry@southernllc.com
Aaron Dooley	Dooley Construction	505-506-6822	dooley.aaron@yahoo.com
Darold Chee	WN ONLR		darold.chee@
Liz Clawson	Clawson Ex.	435-851-0272	lizclawson@clawsonex.com
Cecil Clawson	Clawson Ex	435-609-1222	cecil1k53@hotmail.com
Mike Armijo	WR ONLR	928-871-6800	Michaelarmijo@navajo-nsn.gov
Francis Gonzales	ASD	(505) 280-8449	Francis@ASD-REM.COM
Terry Gorsuch	Canyon Excavation	970-385-7766	tgorsuch@coryondgo.com



Tse'ii'ahi Waterline Extensions Project
Mandatory Pre-bid Meeting
Tuesday, April 23rd, at 10:00 AM
Standing Rock (Tse'ii'ahi) Chapter



Sign-In Sheet

Name	Company	Telephone No.	Email
Monica Redhouse	Canyon Excavation	970-385-7766	mredhouse@ canyondgo.com
James Redhorse	NECA	505-210-7070	james-redhorse@necanet.net
Nelson Morris	N.E.C.A.	(505) 568-0930	nelson@navap.net
DAN VALLO	FILE Construction	505-400-3611	DANIELVA@FCONSTRUCT.COM Salmec@FCONSTRUCT.COM
Ryan Biehl	SMA	505-610-9883	ryan.biehl@saudermiller.com
Terry Gorman	Gallup DEHE-IHS	505-726-2506	terry.gorman@ihs.gov
Everett Bightwumb	Gallup/crgt. DSFC NAIHS	505-726-2520	everett.bightwumb@ihs.gov
Johnny Johnson	Tse'ii'ahi Chapter	505-906-1669	jjsordem@yahoo.com



Tse'ii'ahi Waterline Extensions Project
Mandatory Pre-bid Meeting
Tuesday, April 23rd, at 10:00 AM
Standing Rock (Tse'ii'ahi) Chapter



Sign-In Sheet

Name	Company	Telephone No.	Email
17 Shirley Francisco	SMA	505-979-6367	Shirley.Francisco@southemiller.com
18 Burnell Jones	SMA	928-864-8742	burnell.jones@southemiller.com
19			
20			
21			
22			
23			
24			



Tse'ii'ahi Waterline Extensions Project

4" & 2" Waterlines

Standing Rock Tank 4 – 10,000 Gallon Water Storage Tank & Booster Pump Station

NOTES

Date: April 23, 2024
Time: 10:00 am
Location: Tse'ii'ahi' (a.k.a. Standing Rock) Chapter

Welcome from Tse'ii'ahi' Chapter - Chapter President Johnny Johnson provided a welcome to attendees

Announcements

Navajo Nation Bid No: 24-03-3298LE

Introduction

Souder, Miller & Associates (SMA)

Project Engineer (SMA) – Royce Beaudry, PE

Assistant Project Engineer (SMA) – Ryan Biehl, PE

Navajo Nation – Dept. of Water Resources/Water Management

Navajo Nation Office of Labor Relations

Contractors & Others

Mandatory Attendance Sign-in Sheets

Project site visit orientation follows meeting

Project Overview

Note that Tse'ii'ahi' and Standing Rock are both referred to as the Chapter, community and water system name in the project bid documents respectively. These names can be considered interchangeable. This is partly due to the documented name of the existing NTUA Water System being Standing Rock and the formal name of the Chapter being Tse'ii'ahi.

The southwest waterline extension includes:

- A total of approximately 7.5 miles of 4 inch and 2 inch distribution line and transmission line
 - a) Includes Lines 1, 2, & 3.
 - b) (incl. 9 service connections).
- 10,000 gallon Welded Steel Water Storage Tank
- Booster Pump System

The southeast extension (Nahodishgish intertie) includes:

- Approximately 7.8 miles of 4 inch and 2 inch distribution line
 - a) Includes Lines 4 & 5.
 - b) (incl. 13 service connections).
- 1 Pressure Sustaining Valve & Vault.

Anticipate 30 total water service connections to homes, including those listed above and scattered connections to existing waterlines made up of approximately 0.7 miles of 1 inch PE pipe.

- 24 individual pressure reducing valves

12 estimated Utility Crossings

HDD for Wash Crossings on Lines 3 and 4 (three total)

Jack and Bore Road Crossings on Lines 1 and 5 (three total)

Connections to existing NTUA Waterlines (Standing Rock and Nahodishgish); Coordinate activities

Site Tour will follow. Won't drive whole line, but if a bidder wants to see more/all of project, let SMA know during mtg or tour to coordinate.

Project ROW

Owner & Engineer obtaining ROW (in the form of Tribal Access Authorization (TAA) issued by Navajo Nation).

Land Status includes: Navajo Tribal Trust

Project ROW must be obtained before Contractor starts construction on given Land Status.

Cultural and environmental stipulations are included in Appendix C & Basic Requirements.

Contractor responsible for obtaining construction water. Construction water may be available; from NTUA, exact location to be determined.

- NNDWR/WMB managed well is also available within approximately 4 miles of Chapter House. This source is already used regularly by contractors for non-potable construction water.
- Water Use Permit is required for any Navajo Water used for construction.

Contractor has the option of using thrust blocking or joint restraint systems for all locations as shown on DT-7; except where joint restraints are required for carrier pipe installed in casing.

Project Schedule:

Bid Submittal Date:

Tuesday, May 14, 2024; 2:00 pm local time

Notice of Award – within 30 calendar days

- Note that SMA & Owner will provide NOA a.s.a.p.; likely within 1 week of opening bids due to need to execute construction contract by June 30th.
- Signed Agreement and supporting documents are required from the winning bidder within 7 days of NOA.

Substantial Completion: 672 consecutive calendar days from Notice to Proceed

Final Completion: 762 consecutive calendar days from Notice to Proceed; all work must be completed and final payment issues prior to September 30, 2026.

Note that the contract times above only provide minimal contingency in schedule. The contract times anticipated above are intended to provide contingency within them. There is minimal opportunity/leeway for further time extension.

Contract Documents may be obtained at the following locations:

Contract documents may be downloaded from Engineer's website, www.soudermiller.com.

Bid Requirements

Refer to Bid Documents, particularly required attachments to Bid (Article 6 of Bid Form), required acknowledgements to Bid (Article 8 of Bid Form), and Instructions to Bidders.

NM Contractor License is required for Project.

Submission of Bid

Bids Due: Friday, May 14th at 2:00 p.m. (MDT) at the office of the Engineer in Albuquerque (5454 Venice Ave. NE, Suite D, Albuquerque, NM 87113)

Be sure to include all required attachments listed in Article 6 of the Bid Form.

Any Bid that does not include all required documentation may be rejected.

6% Navajo sales tax is not to be included in bid prices.

Bidder Preference

Preference will be given in accordance with the Navajo Nation Business Opportunities Act, N.N.C. Title 5, Chapter 2.

Navajo Business Regulatory Dept. may discuss Navajo Business Opportunity Act, as it applies to general contractors and sub-contractors.

A list of certified Priority #1 and Priority #2 businesses is available online at www.navajobusiness.com.

If submitting a Bid as a Priority 1 or Priority 2 business entity under the Navajo Business Opportunity Act, the bid must be clearly marked as "Priority 1" or "Priority 2" on the outside of the envelope.

Contractual Highlights

Liquidated Damages: \$1,000 per calendar day

Bid Proposals – Evaluated considering Base Bid plus Alternates (also see Instructions to Bidders).

- We are preparing an updated Bid Form that will include Additive Alternates. The overall project will remain the same. The project will be divided into a Base Bid and additive alternates as funding allows. The updated Bid Form will be issued in Addendum No. 1.
- In case of discrepancies, Unit Pricing governs.

Allowances:

Testing fees

SCADA Programming

Construction Contingency – The full ARPA funding amount must be obligated by 6/30/2024. This allowance is intended to bridge the gap between the rest of the bid amount and total ARPA funding amount. This allowance will be used to cover change orders such that the total contract price remains the same following the execution of change orders.

Buy America Domestic Procurement Preference Requirement

Navajo Nation Labor Laws – (NN Office of Labor Relations)

Prevailing Navajo Nation Wage Rates

See Appendix B

Michale Armijo with NNOLR discussed the NN Labor laws in detail.

Questions/Comments:

All questions must be in writing. No verbal responses are binding.

- Questions received less than seven days prior (May 7th) to the date for opening of Bids may not be answered.

Questions directed to Royce Beaudry; Email to royce.beaudry@soudermiller.com; Cell Phone: 707-363-8161

Any interpretation of the Contract Documents will be made only by Addendum.

Anticipated Addenda to include:

- Updated bid form as described above.
- Address questions received from perspective bidders, suppliers and/or manufacturers.
- List of Proposed Equipment Manufacturers.
- Exhibit B – Geotechnical Report
 - Completing field work, report anticipated soon.
- Exhibit C – Filling, Hydrostatic Testing, Flushing, and Disinfection Plan and Hydrostatic Pressure and Leakage Test Calculations

Review of Basic Requirements Special Considerations – See attachment

- Part 1.3.K.: Bid quantities assume a third of the length of open trench pipe installation will require 4 VF of rock removal. However, rock quantity will be paid on actual amount measured during construction.
- Permits:
 - NN EPA – Engineer/Owner obtaining NN EPA construction permit.
 - Road permits – Engineer has reached out to the roads entities to start this process. Will assist in coordination with Contractor to obtain permits, but contractor should anticipate the permits will be their responsibility. IF Engineer obtains any of these before bid opening, will be issued by Addendum.

- Cultural areas are noted on drawings in some places. As of now, biologically sensitive areas for milkvetch have been avoided or otherwise mitigated, to be verified with a follow-up survey by Owner this Spring prior to construction.
- There are no direct taps of existing NTUA tanks anticipated in the scope of this project.
- Part Y and FF. reference to Specification is updated to 33 11 00.

Site Visit

Start at Tank 4 Booster Station Site.

Tank 4 Site

Typical homesite connection at House #2 on Sheet PFL-2

Line 3 HDD Wash Crossing

Line 4 HDD Wash Crossings & Pressure Sustaining Valve

Line 5 Route 9 Road Crossing

Notes from site visit:

- All potential bidders participated in the site visit.
- Utility provided electrical power (from NTUA) will be provided to booster station site as part of a separate project (NGWSP Reach 10.2.1).

Attachments:

Project Overview Map

Basic Requirements Special Considerations Excerpts

- F. Temporary Facilities and Controls:
 - 1.32: Temporary services.
 - 1.33: Access roads.
 - 1.34: Progress cleaning and waste removal.
 - 1.35: Project identification.
 - 1.36: Barriers and fencing.
 - 1.37: Protection of installed work.
 - 1.38: Security.
 - 1.39: Water control.
 - 1.40: Pollution and environmental control.
 - 1.41: Removal of utilities, facilities, and controls.
- G. Product Requirements:
 - 1.42: Products.
 - 1.43: Delivery, handling, storage, and protection.
 - 1.44: Substitutions.
- H. Execution Requirements:
 - 1.45: Closeout procedures.
 - 1.46: Final cleaning.
 - 1.47: Starting of systems.
 - 1.48: Demonstration and instructions.
 - 1.49: Testing, adjusting and balancing.
 - 1.50: Protecting installed construction.
 - 1.51: Project record documents.
 - 1.52: Operation and maintenance data.
 - 1.53: Spare parts and maintenance materials.
 - 1.54: Warranties and product registration.
 - 1.55: Resident Project Representative.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes distribution waterlines in the Standing Rock Chapter which will convey drinking water to approximately 30 homes. The pipelines are expected to be primarily 4 inch and 2 inch PVC pipes. The southwest waterline extension includes a total of approximately 7.49 miles of 4 inch and 2 inch distribution line and transmission line. The southeast extension (Nahodishgish intertie) measures approximately 7.76 miles of 4 inch and 2 inch distribution line. The project also includes connections to homes from new and existing waterlines made up of approximately 0.7 miles of 1 inch PE pipe. A new water storage tank and a booster pump building included in the southwest waterline extension.
- B. Perform Work of Contract under a stipulated price basis with Owner in accordance with Conditions of Contract.

1.3 SPECIAL CONSIDERATIONS

- A. Contractor shall abide by all permit stipulations and requirements, including but not necessarily limited to Bureau of Indian Affairs (BIA) and Navajo Nation environmental

and archaeological stipulations, utility pipeline encroachment agreements, McKinley County, and BIA-NRO Department of Transportation road crossing permits, regardless of whether such permits are obtained by the Owner, Engineer or Contractor.

1. Navajo Nation's environmental and cultural stipulations for the pipeline is provided in Appendix C. Contractor shall comply with all of these stipulations, terms and conditions. Said compliance shall be considered incidental to the cost of the project.
- B. It is the Contractor's responsibility to apply for and obtain all permits required for the Work that have not already been obtained by the Owner or Engineer. No additional compensation will be provided for obtaining permits and all costs will be considered incidental to the Project. It is anticipated the Contractor will need to obtain, at a minimum, a Low Threat General Permit from U.S. EPA for pipeline flushing on Navajo Lands, and/or an Individual Discharge Permit for pipeline flushing on non-Navajo Lands. Contractor is wholly responsible to determine what additional permits may be required.
- C. Contractor is responsible for compliance, including notifying Owner, Engineer and utility companies prior to crossings. Contractor shall adhere to all requirements of the electrical power line crossing permits, if required, and any special notes provided in design drawings, including notification requirements.
- D. Cultural Resources Requirements:
1. Contractor must be familiar with and abide by the cultural resource stipulations included in Appendix C of the Contract Documents.
 2. Contractor must allow archaeologist and/or Owner's representative to have access to the project site for examination of cultural resources. Contractor must allow archaeologist and/or Owner's representative to halt work, as necessary, to examine cultural resources in spoils and/or trenches. Contractor may move equipment to another location while archaeologist completes his/ her examination of cultural resources. Contractor shall not request additional compensation for any delays caused by archaeological examinations. However, such delays may be considered excused delays and not count toward Contractor's deadline for substantial completion, provided Contractor requests additional time within one (1) week of the delay.
 3. Contractor is advised of the presence of designated "Culturally Sensitive Areas" in the project area, which are indicated on the Drawings. Contractor shall notify the Engineer at least 5 working days prior to any ground disturbing activity within 100 feet of any restricted area as designated on the Drawings to allow time for flagging to be erected and/or a permitted archaeological monitor to be scheduled on-site. Ground disturbing activities include equipment mobilization/ storage, vehicular traffic and vegetation removal. The archaeological flagging and monitoring will be provided by the Owner at no cost to the Contractor.
 - a. Sites indicated on the Drawings as requiring flagging will require temporary flagging to be installed prior to any ground disturbing activities. The flagging will be installed by the Owner's archaeologist and/or surveyor and must remain in place during the life of the project. No

vehicular traffic, personnel or construction activities shall be allowed past the flagging.

- 1) After flagging has been installed, the Contractor is responsible for erecting orange construction fencing along ROW.
- b. In addition to the flagging, certain sites indicated on the Drawings will also require archaeological monitoring. Contractor shall not perform any ground disturbing activities within 100 ft of these areas at any time without the Owner's archaeologist physically present at the site.
- c. Other culturally sensitive areas noted on the Drawings do not require archaeological monitoring or barricades; nonetheless, the Contractor shall avoid construction activities or vehicular traffic through these sites.
4. Archaeological Discovery in the Presence or Absence of Archaeological Monitoring: During completion of work, if an any previously unidentified historic or prehistoric cultural resources are discovered, then all work within 100 feet of the discovery will be suspended and the discovery promptly reported to the Engineer and the appropriate agency—Navajo Nation Historic Preservation Department (for Navajo lands). If the discovery is evaluated as being significant, treatment of the discovery may be required prior to allowing the project to proceed. Further damage to significant cultural resources will not be allowed until any required treatment is completed.

E. Biological Resources Requirements:

1. The Contractor shall notify the Engineer at least 10 work days prior to commencing ground disturbing activities, and is responsible to coordinate scheduling with the wildlife biologist to perform the pre-construction surveys.
2. The Owner will provide, at no cost to the Contractor, a qualified wildlife biologist to conduct pre-construction survey(s) for migratory bird nests if work is to be performed during the active bird breeding season identified in Appendix C.
 - a. Navajo Lands: March 1–August 15 requiring field surveys.
3. In the event an active bird nest or species habitat is discovered, the Owner's wildlife biologist will flag the required buffer zone around the nest. The buffer zone is typically a 165 ft radius around the nest.
4. The Owner's wildlife biologist will monitor the nest and notify the Contractor when work may commence within the buffer zone.
5. The Owner will provide, at no cost to the Contractor, a qualified wildlife biologist to conduct pre-construction survey(s) for Naturita Milk-vetch if work is to be performed within suitable potential habitat and within a 200-foot buffer to all areas of ground alteration or disturbance, including temporary-use and equipment staging areas, and within suitable habitat identified within the additional 0.5-mile extension along Pipeline Road. Surveys shall occur April – May, of any year.
6. The Contractor shall not encroach within the flagged buffer zone until notified by the Owner's wildlife biologist.

- F. At all wash crossings, the contractor will adhere to all Clean Water Act Section 404 General Conditions, Regional Conditions, and Conditional Section 401 Certification for all approved Nationwide Permits, as well as any Special Conditions that may be determined by the U.S. Army Corps of Engineers (refer to URL given below for each document pertaining to the relevant Nationwide Permit process).
1. 2012 Nationwide Permits, Conditions, District Engineer's Decision, Further Information, and Definitions (with corrections):
<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll7/id/6770> (page 1, pages 7 through 9 [up to but not including paragraph 14], page 28 [starting at C. Nationwide Permit General Conditions] through page 46)
 2. 2012 Regional Conditions in New Mexico
<http://www.spa.usace.army.mil/Portals/16/docs/civilworks/regulatory/Regional%20Conditions/NM%20regional%20conditions%20FINAL.pdf>
(pages 1 through 2)
 3. NMED conditional Water Quality Certification for Nationwide Permits
<http://www.spa.usace.army.mil/Portals/16/docs/civilworks/regulatory/Water%20Quality%20Certification/404%20NWP%20Final%20Certs.pdf>
(all pages)
- G. Storm Water Pollution Prevention Plan (SWPPP): Contractor shall be wholly responsible for the preparation and implementation of the SWPPP, and any erosion / sediment practices described therein. Such implementation shall include, but not necessarily be limited to, obtaining any required National Pollution Discharge Elimination System (NPDES) permit(s) and submitting the contractor's Notice of Intent (NOI) to competent agencies prior to construction, implementation and maintenance of all Best Management Practices (BMPs) specified in the SWPPP, inspection of entire project site as specified in the SWPPP, maintaining and providing all documentation required in the SWPPP (including keeping up-to-date project maps and as-builts before, during and after construction), filing of a Notice of Termination (NOT) upon completion of the project and removal of BMPs upon the required time interval after completion of the project.
- H. No reports or drawings relating to Hazardous Environmental Conditions at the site are known to the Owner.
- I. Contractor is responsible for restoring the site to original or better condition at the Contractor's expense. Site restoration including temporary erosion control provisions is a prerequisite for periodic and final payment.
- J. Exhibit B to the Contract Documents contains the geotechnical report which includes in-situ soil moisture measurements, and Standard Proctor test results (including optimal moisture content) from test holes at various locations within the project area. Contractor is advised that test holes reveal information about only a very small area, and sub-surface conditions adjacent to the test holes may vary. Contractor is wholly responsible for any assumptions made about sub-surface conditions adjacent to the test holes. Moreover, in-situ moisture content varies with time, and the Owner makes no representation that the in-situ moisture at the time the measurements were taken will be the same at the time of construction. The results of the Proctor and in-site moisture tests are provided for

Contractor's convenience only; they are not considered "Technical Data", as defined in Article 5.03 of the General Conditions, upon which the Contractor is entitled to base his/her bid.

1. The Contractor is entitled, however, to rely upon the soil bearing capacity and other geotechnical design criteria for the design of booster pump station building foundation at the existing Standing Rock Tanks 2 and 3 site, as well as for the design of the Tank 4 foundation. Moreover, the Contractor shall be required to follow the recommendations of the geotechnical report for building & tank foundation design, sub-foundation, and over excavation.
- K. Contractor is advised that if there is subsurface rock present requiring specialized equipment to remove, as defined in Section 31 23 18 - Rock Removal, Contractor shall notify Engineer prior to commencement of rock removal work each time such rock is encountered, and await approval from Engineer before proceeding. Furthermore, the Contractor and Engineer must agree on rock quantity at the end of each work day, and both parties must sign off on the quantity of rock in the corresponding Owner's Resident Project Representative (RPR) daily field report, and Contractor will be compensated for such work per Article 1.2.A of Section 31 23 18, which establishes the basis of measurement and payment for trench rock removal.
1. Excavated rock may be disposed of within the ROW as long as the conditions stipulated in Section 31 23 17 – Trenching, Article 3.8, are met.
- L. Contractor is solely responsible for providing all water for the construction of the project and no guarantees are made by the Owner or Engineer as to the availability of any particular water sources. All costs associated with purchase, permits, hauling, etc. for construction water shall be considered incidental.
- M. The contractor is advised that a Water Import Permit is required for any construction water brought onto the Navajo Nation. The water import permit can be acquired from the Navajo Nation Water Code Administration. The import permit fee is a one-time fee.
- N. Contractor must coordinate use of potable water for filling and flushing the pipeline, with NTUA and Engineer at least two (2) weeks prior to using water. Contractor must provide NTUA and Engineer with key information, such as desired maximum instantaneous flow rate (gpm), desired maximum daily flow rate (gpd), desired schedule of water use, and other information as required by NTUA.
- O. Contractor must not infringe on NTUA's ability to serve its existing customers by excessive water use. NTUA water shall not be used for compaction, dust abatement or similar activities without express written permission by NTUA. Note that NTUA and/or Engineer may limit the maximum allowable instantaneous flow rate, daily flow rate, water usage days, etc. NTUA will not charge for water going into the pipeline.
1. Contractor is advised that NTUA is experiencing a severe water shortage in the project area. Actual flow rate of NTUA water available for line filling and flushing may be significantly less than the maximum allowable flow rate specified in the Technical Specifications. Contractor shall allow adequate time in construction schedule to fill and flush the pipeline given the amount of water available at the time of construction, and shall not request additional compensation due to water shortages for filling and flushing the pipeline.

- P. Contractor is advised that a Water Use Permit from Navajo Nation Water Code Administration is required for use of the NTUA or WMB water. Contact Water Code Administration for more information.
- Q. Contractor may use the flush valves designed in the proposed pipeline, as well as tank floor drains, to flush water out of the system. Flushed water may be disposed of in the natural waterways adjacent to the flush valves and drains, provided the rate of flushing does not damage the surrounding environment (i.e. by flooding, erosion, etc.). Do not flush water from designated flush valves prior to installing riprap at the flush valve outlets. Water chlorinated to levels above those normally associated with drinking water shall be neutralized prior to discharge.
 - 1. Contractor shall obtain a Low Threat General Permit from U.S. EPA for pipeline flushing on Navajo Lands, and/or an Individual Discharge Permit for pipeline flushing on non-Navajo Lands from U.S. EPA, as required, and shall abide by all stipulations of said permits.
- R. All hydrostatic pressure tests must be witnessed by NTUA personnel. Contractor is responsible for coordination of testing schedule with NTUA to allow representatives to be present.
- S. Contractor must also notify NTUA at least two (2) weeks prior to tapping any existing NTUA water facility or crossing existing NTUA waterlines with proposed waterlines. Connections to existing tanks shall be floor penetrations.
 - 1. Contractor shall coordinate all tapping activities with NTUA and must receive NTUA approval prior to tapping any NTUA facility.
 - 2. Contractor may be required to provide temporary tanks to maintain water service to NTUA's existing customers while tapping tanks. Such temporary tanks, if required, shall be provided at no additional cost to the Owner.
- T. NTUA will not be the owner's RPR for the project; however, NTUA will be on the job site periodically to inspect work.
- U. Contractor is responsible for coordination with NTUA of final project inspection by NTUA personnel prior to NTUA acceptance and the issuance of the Affidavit of Punch List Completion of project to NTUA. NTUA typically requires 21 days notice prior to final inspection. NTUA requires that all bacteriological samples be obtained with passing results within 30 days or less prior to system issuance of Affidavit of Punch List Completion. Any bacteriological tests performed more than 30 days prior to final acceptance and signature of the Affidavit of Punch List Completion by NTUA shall not be considered valid and shall be re-tested at no additional cost to the Owner.
- V. No dedicated borrow area for fill material has been pre-determined for this project. Material may be borrowed from within the designated ROW, provided all conditions set forth in the specifications are met.

encountered in the current project. Bidder is not entitled to base his/her bid upon this information.

- W. Contractor is advised that compaction requirements shall be strictly enforced. In the event that the contractor is unable to meet compaction requirements for pipe embedment using select material, the Contractor shall have the option to use soil cement at no additional cost to the Owner.
- X. Contractor is advised that the trench widths shown in the Drawings are minimum widths only. In the event that the Contractor is unable to meet pipe embedment and compaction specifications using the minimum trench width and needs to increase trench width in order to meet these specifications, such increase in trench width shall be provided at no additional cost to the Owner.
- Y. Contractor is advised that pipeline line and grade specifications will be strictly enforced. See Section 33 11 00 for specifications on horizontal and vertical pipe line and grade.
- Z. Contractor is advised that a 30' wide permanent right-of-way easement is established along the proposed pipeline alignment, 15' to each side of the centerline. An additional 30' of temporary construction easement (TCE) is provided discontinuously along each side of this permanent easement at specified locations as shown on plan set. Contractor must limit all construction activities to the ROW and TCE.
 - 1. TCE is for temporary construction activities only. All pipe, valves and other appurtenances must remain within the permanent right-of-way.
 - 2. Contractor is permitted to use any area within the approved right-of-way and TCE for staging and storage, provided such use does not disturb other land users or areas outside the ROW and TCE and that the staging areas are restored to their original condition prior to final completion.
 - a. Contractor is wholly responsible for location, set-up, security, and any required temporary utilities associated with staging and storage areas.
 - b. All staging and storage areas within the project area must be approved in advance by the Owner.
 - 3. All areas disturbed during construction shall be reclaimed in accordance with the Contract Documents, regardless of whether they are part of the permanent ROW or TCE.
- AA. Contractor shall restore fences to original condition or better, and shall install 10-ft wide lockable 'rancher-style' gates with H-braces on both sides within pipeline right-of-way at all fence crossings. Each post shall be embedded in 3,000 psi concrete 36-inch deep, 12-inch diameter. Attach wire to the H-braces prior to cutting the fence to prevent slacking of wire. Contract shall repair all gates and fences in a timely manner to prevent livestock ingress / egress.
- BB. Restore all open-cut driving surfaces, including parking lots, roads and driveways, to original condition or better, including replacement of base course, gravel or pavement as needed. Dirt roads and driveways shall be restored with compacted backfill as indicated in the drawings and specifications, plus surface material as specified. All restoration work for which no bid item is given shall be considered incidental.

- CC. Contractor is responsible for providing schedule and plans with locations for lane and shoulder closures to the Engineer, McKinley County and BIA-NRO Department of Transportation prior to starting work. Contractor shall obtain any required supplemental permits from the relevant agencies.
- DD. Excess dirt from cutting may be disposed of on-site, provided the finished grade and compaction meet specifications and are approved by the Engineer.
- EE. Bidding Documents in electronic media format are furnished to bidding contractors for the sole purpose of preparing bids, and not for construction. The selected construction Contractor shall rely on files provided by the Engineer or Owner upon award of the Contract for construction.
- FF. Prior to beginning construction activities, the Contractor must furnish full-coverage photo or video documentation of the entire construction site per requirements set forth in Article 3.2.A of Section 33 11 00 of the Technical Specifications. The video/photo must include coverage of all areas and adjacent features that may potentially be impacted by the impending construction work.
- GG. Drawings in CAD format related to earthwork required at the booster station and tank sites are available from Souder, Miller & Associates at www.soudermiller.com. Any Bidder interested in obtaining access to the files must complete an 'Electronic Data File Transfer and Sharing Agreement' and submit to the office of the Engineer, Souder, Miller and Associates, attention Wacey Jodie, Project Manager Assistant, at wacey.jodie@soudermiller.com. Upon submittal of the attached form, the Bidder will receive instructions on how to access the files.
- HH. Upon request, CAD files for the plan and profile sheets will be made available to the winning Contractor after Notice of Award. However, neither the Owner nor Engineer shall assume any liability for their use, nor shall use of any electronic files relieve the Contractor of his/her responsibility to meet the conditions of the Contract Documents, including the published Drawings. Contractor must submit an Electronic Data File Transfer and Sharing Agreement to the Engineer prior to receiving CAD files, unless Agreement was previously executed.
- II. In the event that a Navajo Nation Forestry Department (NNFD) tree cutting permit becomes required, any fees directly charged by NNFD may be covered under the testing allowance.
- JJ. The plan and profile sheets show horizontal angles with DI ell(s) called out. The contractor is responsible for installing the specified fittings at each location. In addition to the specified fitting(s), use joint deflection to achieve the specified horizontal angle. If a location is shown without specifying a fitting, use joint deflection to achieve the horizontal angle.
- KK. Contractor shall provide two (2) copies of the safety plan to the Engineer prior to commencing construction (one shall be for Owner's files). Neither the Owner nor Engineer shall approve or comment on the Contractor's safety plan, nor shall the Owner or Engineer assume any responsibility for assuring compliance on the part of personnel on site, other

than Owner's or Engineer's employees and representatives, as stipulated in Paragraph 7.12.D of the Standard General Conditions and Navajo Nation Supplemental Conditions (EJCDC C-700 NN).

LL. Contractor shall complete construction staking and as-built survey of the actual placement of work under the direction of a Licensed Professional Surveyor. Refer to Article 1.51 Project Record Documents below and General Notes on the Drawings for specific requirements related to As-Built Drawings.

1. Construction staking shall establish easements, centerline alignment, PI locations, grading, elevations, lines, slope staking, and levels and certify elevations and locations of the Work conforming with the Contract Documents. Construction staking shall denote the ROW, TCE and/or limits of construction. Construction staking is incidental to work.
2. As-built survey to include elevations at top of pipe, northing and easting of top of pipeline or new utility at intervals not to exceed 100 feet and at all fittings, valves, vaults, discharge structures, building corners, concrete pad corners, electrical systems, pipe transitions and other appurtenances as well as finished grade elevations at each location cited above, and at the top of flange or top of nut (specify on drawing point description) of all hydrants.
3. All survey information and electronic CAD drawings shall be tied to established survey control as provided on plan set survey control sheet.
4. Contractor shall present the credentials of the Surveyor for the project at the Preconstruction Conference for review and approval by the Engineer.
5. The Surveyor shall establish additional benchmarks and as-built information in accordance with the National Society of Professional Surveyor (NSPS) Model Standards and any applicable State Licensing Board requirements.

MM. Contractor shall be responsible for notifying residents of construction. Access to driveways must be maintained at all times.

NN. All materials must comply with Buy America Domestic Procurement Preference [Pub. L. No. 117-58, §§ 70901-52]. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

1.4 WORK BY OWNER

A. Owner-provided Archaeologist:

