

APPENDIX A

Navajo Nation Forms

- Navajo Nation Certification Regarding Debarment and Suspension
- Affidavit of Responsibility for Subcontractors
- Affidavit of Non-Collusion
- Affidavit of Non-Debarment and Non-Suspension

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant’s request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant’s behalf (print)

Applicant Address

Title of individual signing on Applicant’s behalf

Applicant Address

Signature of individual signing on Applicant’s behalf

Applicant Address

Date

AFFIDAVIT OF RESPONSIBILITY FOR SUBCONTRACTORS

for _____ construction services for the Beacon Bisti N9 Waterline Project
architectural, engineering, design-build, construction, etc. Reaches 10.1, 10.2 & 10.3
Tohatchi, Coyote Canyon, description of project
located in the Standing Rock & Nahodishgish Chapter of the Navajo Nation

State of New Mexico) ss.

County of McKinley)

Affiant: _____, being first duly sworn, hereby deposes and says:

1. that he/she is the _____ of _____, the Business Entity
owner, partner, officer, representative, agent company, firm, partnership, etc.
that has submitted/is submitting to the Navajo Nation a Proposal or Statement of Qualifications (SOQ) or Bid for the above-named Project;
2. that he/she is authorized to represent said Business Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. that, as of the date of signature below, said Entity intends to use the subcontractors listed on "Exhibit A" attached hereto, for the above-named Project;
4. that none of the subcontractors so listed are debarred, suspended, or otherwise ineligible to receive a contract from the Federal Government, any State Government, the Navajo Nation, or from any other Tribal Government in the United States;
5. that none of the subcontractors listed are the subject of any imminent debarment, suspension, or other determination of ineligibility from the Federal, any State, Navajo Nation, or other Tribal Government;
6. no subcontractors are currently, or have been within the past ten (10) years, under any criminal indictment or under any civil complaint or charge by the Federal, any State, Navajo Nation, or other Tribal Government, for fraudulent activities, forgery, falsification, theft, bribery, destruction of records, obstruction of justice, receiving stolen property, or other offense related to the receipt or administration of a government contract;
7. no subcontractors have had a contract with such Government terminated, either for cause or convenience;
8. that the Entity named in Line 1 herein shall assume all legal responsibility for the work of all such subcontractors on the Project, and shall perform all subcontractors' duties as necessary, or shall replace any subcontractor as necessary, in order to guarantee successful completion of all Contract duties for the Project;
9. that all statements set forth herein, and in said Proposal/SOQ/Bid submitted to the Navajo Nation, are true.

Affiant acknowledges and agrees that, if any statement herein is determined to be false or misleading, such will be grounds for immediate termination of the subject Contract or Agreement with the Navajo Nation, and that the Navajo Nation may pursue appropriate legal remedies related to such termination and any false or misleading statements.

Signature of Affiant: _____

Printed Name of Affiant: _____

Title of Affiant: _____

Name of Business Entity: _____

Type of Entity (LLC, Partnership, etc.): _____

Address of Business Entity: _____

Business Entity's EIN: _____

NOTARY:

Subscribed and sworn to before me this _____ day
of _____, 20____.

Notary Signature _____

My commission expires _____, 20____.

AFFIDAVIT OF NON-COLLUSION

for construction services for the Beacon Bisti N9 Waterline Project
architectural, engineering, design-build, construction, etc. Reaches 10.1, 10.2 & 10.3
description of project
located in the Tohatchi, Coyote Canyon,
Standing Rock & Nahodishgish Chapter of the Navajo Nation

State of New Mexico) ss.

County of McKinley)

Affiant: _____, being first duly sworn, hereby deposes and says:

1. that he/she is the _____ of _____, the Business Entity
owner, partner, officer, representative, agent company, firm, partnership, etc.
that has submitted/is submitting to the Navajo Nation a Proposal or Statement of Qualifications (SOQ) or Bid for the above-named Project;
2. that Affiant is fully informed with respect to the preparation and contents of the Proposal/SOQ/Bid submitted by said Business Entity for the above-named Project, and with respect to all pertinent circumstances regarding the submission of said Proposal/SOQ/Bid to the Navajo Nation;
3. that he/she is authorized to represent said Business Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
4. that said proposal/SOQ/bid is genuine and not collusive or sham;
5. that said Entity has not in any manner colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to submit a sham Proposal/SOQ/Bid to the Navajo Nation in connection with the proposed Contract for which said Proposal/SOQ/Bid was submitted, or to refrain from submitting a Proposal/SOQ/Bid to the Navajo Nation in connection with the proposed Contract;
6. that said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, or person, to fix any price or fee relating to any Proposal/SOQ/Bid of Entity or of any other entity, bidder, or person, or to fix any price, overhead, profit, reimbursement, or cost element of said Proposal/SOQ/Bid, or of that of any other entity, bidder, or person;
7. that said Entity has not -through any collusion, conspiracy, connivance, or unlawful written or oral agreement- secured any advantage against the Navajo Nation or against any other entity, bidder or person interested in the proposed Contract for the above-named Project;
8. that all statements set forth herein, and in said Proposal/SOQ/Bid submitted to the Navajo Nation, are true.

signature of Affiant: _____

printed name of Affiant: _____

title of Affiant: _____

name of Business Entity: _____

type of Entity (LLC, Partnership, etc.): _____

address of Business Entity: _____

Business Entity's EIN: _____

NOTARY:

Subscribed and sworn to before me this _____
day of _____, 20____.

Notary Signature _____

My commission expires _____, 20____.

AFFIDAVIT OF NON-DEBARMENT & NON-SUSPENSION

for construction architectural, engineering, design-build, construction, etc. services for the Beacon Bisti N9 Waterline Reaches 10.1, 10.2 & 10.3 description of project Project
located in the Tohatchi, Coyote Canyon, Standing Rock & Nahodishgish Chapter of the Navajo Nation

State of New Mexico) ss.

County of McKinley)

Affiant: _____, being first duly sworn, hereby deposes and says:

1. that he/she is the _____ of _____, the Business Entity
owner, partner, officer, representative, agent company, firm, partnership, etc.
that has submitted/is submitting to the Navajo Nation a Proposal or Statement of Qualifications (SOQ) or Bid for the above-named Project;
2. that he/she is authorized to represent said Business Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. that, as of the date of signature below, said Entity is not currently debarred, suspended, or otherwise ineligible to receive a contract from the Federal Government, any State Government, the Navajo Nation, or from any other Tribal Government in the United States;
4. that, as of the date signed below, said Entity is not the subject of any imminent debarment, suspension, or other determination of ineligibility from the Federal, any State, Navajo Nation, or other Tribal Government;
5. that said Entity is not currently, or within the past ten (10) years, under any criminal indictment or under any civil complaint or charge by the Federal, any State, Navajo Nation, or other Tribal Government, for fraudulent activities, forgery, falsification, theft, bribery, destruction of records, obstruction of justice, receiving stolen property, or other offense related to the receipt or administration of a government contract;
6. that said Entity has never had a contract with such Government terminated, either for cause or convenience;
7. that all statements set forth herein, and in said Proposal/SOQ/Bid submitted to the Navajo Nation, are true.

Affiant acknowledges and agrees that, if any statement herein is determined to be false or misleading, such will be grounds for immediate termination of the subject Contract or Agreement with the Navajo Nation, and that the Navajo Nation may pursue appropriate legal remedies related to such termination and any false or misleading statements.

signature of Affiant: _____

printed name of Affiant: _____

title of Affiant: _____

name of Business Entity: _____

type of Entity (LLC, Partnership, etc.): _____

address of Business Entity: _____

Business Entity's EIN: _____

NOTARY:

Subscribed and sworn to before me this _____
day of _____, 20____.

Notary Signature _____

My commission expires _____, 20____.

APPENDIX B

Office of Navajo Labor Relations Minimum Wage Rate Determinations and Requirements



The Navajo Nation **DR. BUU NYGREN** **PRESIDENT**
Yideeskáądi Nitsáhákees **RICHELLE MONTOYA** **VICE PRESIDENT**

May 12, 2025

AD25-356

Jason John, Director
NAVAJO DEPARTMENT OF WATER RESOURCES
Post Office Box 678
Fort Defiance, Arizona 86504

RE: BEACON BISTI N9 WATER LINE REACH 10.1

Dear Mr. John:

The Office of Navajo Labor Relations (ONLR) received your request for prevailing wage rates for the above reference project. Please find attached the ONLR wage rates which are applicable to the Pipeline / Water construction project.

Pursuant to the NPEA Section 607(B)(1) "...In all cases where construction is contemplated for which prevailing wage rates have not been set, the contract letting entity shall submit to ONLR a written request for a project prevailing wage scale. Such request shall be submitted not less than 60 days prior to the scheduled date for bid solicitation and shall include detailed information on the anticipated construction classifications, nature' of the project and completion plans...."

The ONLR respectfully requests that Navajo Department of Water Resources to review the requirements of the Navajo Preference in Employment Act (NPEA) before any work begins. If a Pre-Construction Conference is scheduled, the ONLR Office at (928) 871-6800 is to be notified and a representative will explain the applicable laws to the general contractor and subcontractors, where necessary.

Should you have any questions, contact our office at (928) 871-6800. Thank You.

Sincerely,

Michael Armijo, CEA
OFFICE OF NAVAJO LABOR RELATIONS

CONCURRENCE:

Ronald M. Curtis, Program Manager I

ATTACHMENTS



OFFICE OF NAVAJO LABOR RELATIONS PREVAILING WAGE

Wage Decision: ONLR25-0720P

Date Issued: May 12, 2025

PIPELINE CONSTRUCTION

Pipeline Construction includes the construction, demolition, rehabilitation or repairs of gas, oil and water pipelines, gas and oil pumping stations and compressor station work.

BEACON BISTI N9 WATER LINE REACH 10.1 NAVAJO DEPARTMENT OF WATER RESOURCES


Effective January 1, 2025

Trade Classifications:	Hourly Rate:
Carpenter	\$ 29.54
Cement Mason	\$ 25.62
Concrete Finisher	\$ 25.68
Derrick / Floor Hand	\$ 27.15
Electrician	\$ 26.52
Grouting Technician	\$ 27.10
Insulator	\$ 25.98
Ironworker	\$ 27.72
Laborer	\$ 22.19
Mechanic	\$ 24.58
Painter	\$ 22.86
Pipefitter / Pipe Layer	\$ 28.78
Pumper	\$ 29.11
Roustabout	\$ 27.15
Sheet Metal	\$ 28.12
Welder	\$ 43.25
Rig time will be determined between Employer and Employee(s) at time of need.	
Welder's Helper	\$ 28.46
Truck Drivers:	Hourly Rate:
Truck / Trailer	\$ 24.22
Water Truck	\$ 23.88
Equipment Operators:	Hourly Rate:
Backhoe	\$ 25.55
Boom	\$ 34.93
Bulldozer	\$ 26.36

Compactor (Rubber/Steel)	\$ 23.88
Crane	\$ 28.57
Driller	\$ 31.37
Forklift	\$ 25.33
Front End Loader	\$ 25.77
Motor Grader	\$ 26.91
Rig	\$ 28.28
Scraper	\$ 27.18
Track Hoe	\$ 28.27
Trencher	\$ 26.91

The rates listed above are required minimum ONLR Prevailing Wage Rates. Contractors may pay rates above these rates. The ONLR Director will add wage rates for unlisted classifications needed for work only after review and approval. Overtime is one and one - half time the basic rate for hours worked over forty hours in one week. Foremen will receive an additional \$7.78 per hour. **Where Federal Funds are involved, the Davis-Bacon rates apply.** Other exceptions may apply in accordance with the *Navajo Preference in Employment Act (NPEA)*, Section 7(E). Apprentices must be enrolled in a recognized apprenticeship program as required by Section 7(A)(6) of the NPEA. The appropriate apprenticeship program as outlined by the NPEA Section 7(E)(7) will govern wage rates for such apprentices. These wages apply only to the **BEACON BISTI N9 WATER LINE REACH 10.1** construction project.

APPROVED:


 Ronald M. Curtis, Program Manager I


 Date

REVISED 01/01/2025 marmijo



The Navajo Nation **DR. BUU NYGREN** *PRESIDENT*
Yideeskáadi Nitsáhákees **RICHELLE MONTOYA** *VICE PRESIDENT*

May 12, 2025

AD25-357

Jason John, Director
NAVAJO DEPARTMENT OF WATER RESOURCES
Post Office Box 678
Fort Defiance, Arizona 86504

RE: BEACON BISTI N9 WATER LINE REACH 10.2

Dear Mr. John:

The Office of Navajo Labor Relations (ONLR) received your request for prevailing wage rates for the above reference project. Please find attached the ONLR wage rates which are applicable to the Pipeline / Water construction project.

Pursuant to the NPEA Section 607(B)(1) "...In all cases where construction is contemplated for which prevailing wage rates have not been set, the contract letting entity shall submit to ONLR a written request for a project prevailing wage scale. Such request shall be submitted not less than 60 days prior to the scheduled date for bid solicitation and shall include detailed information on the anticipated construction classifications, nature' of the project and completion plans...."

The ONLR respectfully requests that Navajo Department of Water Resources to review the requirements of the Navajo Preference in Employment Act (NPEA) before any work begins. If a Pre-Construction Conference is scheduled, the ONLR Office at (928) 871-6800 is to be notified and a representative will explain the applicable laws to the general contractor and subcontractors, where necessary.

Should you have any questions, contact our office at (928) 871-6800. Thank You.

Sincerely,

Michael Armijo, CEA
OFFICE OF NAVAJO LABOR RELATIONS

CONCURRENCE:

Ronald M. Curtis, Program Manager I

ATTACHMENTS



OFFICE OF NAVAJO LABOR RELATIONS PREVAILING WAGE

Wage Decision: ONLR25-0721P

Date Issued: May 12, 2025

PIPELINE CONSTRUCTION

Pipeline Construction includes the construction, demolition, rehabilitation or repairs of gas, oil and water pipelines, gas and oil pumping stations and compressor station work.

BEACON BISTI N9 WATER LINE REACH 10.2 NAVAJO DEPARTMENT OF WATER RESOURCES

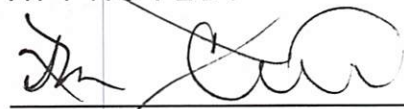
Effective January 1, 2025

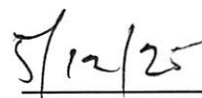
Trade Classifications:	Hourly Rate:
Carpenter	\$ 29.54
Cement Mason	\$ 25.62
Concrete Finisher	\$ 25.68
Derrick / Floor Hand	\$ 27.15
Electrician	\$ 26.52
Grouting Technician	\$ 27.10
Insulator	\$ 25.98
Ironworker	\$ 27.72
Laborer	\$ 22.19
Mechanic	\$ 24.58
Painter	\$ 22.86
Pipefitter / Pipe Layer	\$ 28.78
Pumper	\$ 29.11
Roustabout	\$ 27.15
Sheet Metal	\$ 28.12
Welder	\$ 43.25
Rig time will be determined between Employer and Employee(s) at time of need.	
Welder's Helper	\$ 28.46
Truck Drivers:	Hourly Rate:
Truck / Trailer	\$ 24.22
Water Truck	\$ 23.88
Equipment Operators:	Hourly Rate:
Backhoe	\$ 25.55
Boom	\$ 34.93
Bulldozer	\$ 26.36

Compactor (Rubber/Steel)	\$ 23.88
Crane	\$ 28.57
Driller	\$ 31.37
Forklift	\$ 25.33
Front End Loader	\$ 25.77
Motor Grader	\$ 26.91
Rig	\$ 28.28
Scraper	\$ 27.18
Track Hoe	\$ 28.27
Trencher	\$ 26.91

The rates listed above are required minimum ONLR Prevailing Wage Rates. Contractors may pay rates above these rates. The ONLR Director will add wage rates for unlisted classifications needed for work only after review and approval. Overtime is one and one - half time the basic rate for hours worked over forty hours in one week. Foremen will receive an additional \$7.78 per hour. **Where Federal Funds are involved, the Davis-Bacon rates apply.** Other exceptions may apply in accordance with the *Navajo Preference in Employment Act (NPEA)*, Section 7(E). Apprentices must be enrolled in a recognized apprenticeship program as required by Section 7(A)(6) of the NPEA. The appropriate apprenticeship program as outlined by the NPEA Section 7(E)(7) will govern wage rates for such apprentices. These wages apply only to the **BEACON BISTI N9 WATER LINE REACH 10.2** construction project.

APPROVED:


 Ronald M. Curtis, Program Manager I


 Date

REVISED 01/01/2025 marmijo



The Navajo Nation **DR. BUU NYGREN** *PRESIDENT*
Yideeskáadi Nitsáhákees **RICHELLE MONTTOYA** *VICE PRESIDENT*

March 5, 2025

AD25-212

Jason John, Director
NNDWR – WATER MANAGEMENT BRANCH
Post Office Box 678
Fort Defiance, Arizona 86504

RE: BEACON BISTI N9 WATER LINE REACH 10.3

Dear Mr. John:

The Office of Navajo Labor Relations (ONLR) received your request for prevailing wage rates for the above reference project. Please find attached the ONLR wage rates which are applicable to the Pipeline/Water construction project.

Pursuant to the NPEA Section 607(B)(1) "...In all cases where construction is contemplated for which prevailing wage rates have not been set, the contract letting entity shall submit to ONLR a written request for a project prevailing wage scale. Such request shall be submitted not less than 60 days prior to the scheduled date for bid solicitation and shall include detailed information on the anticipated construction classifications, nature' of the project and completion plans...."

The ONLR respectfully requests that NNDWR – Water Management Branch to review the requirements of the Navajo Preference in Employment Act (NPEA) before any work begins. If a Pre-Construction Conference is scheduled, the ONLR Office at (928) 871-6800 is to be notified and a representative will explain the applicable laws to the general contractor and subcontractors, where necessary.

Should you have any questions, contact our office at (928) 871-6800. Thank You.

Sincerely,

Michael Armijo, CEA
OFFICE OF NAVAJO LABOR RELATIONS

CONCURRENCE:

Ronald M. Curtis, Program Manager I

ATTACHMENTS

OFFICE OF NAVAJO LABOR RELATIONS

POST OFFICE BOX 1943 * WINDOW ROCK, ARIZONA 86515 * PHONE: (928) 871-6800 * FAX: (928) 871-7088

WWW.ONLR.NAVAJO-NSN.GOV



OFFICE OF NAVAJO LABOR RELATIONS PREVAILING WAGE

Wage Decision: ONLR25-0715P

Date Issued: March 5, 2025

PIPELINE CONSTRUCTION

Pipeline Construction includes the construction, demolition, rehabilitation or repairs of gas, oil and water pipelines, gas and oil pumping stations and compressor station work.

BEACON BISTI N9 WATER LINE REACH 10.3 NAVAJO ENGINEERING AND CONSTRUCTION AUTHORITY

Effective January 1, 2025

Trade Classifications:	Hourly Rate:
Carpenter	\$ 29.54
Cement Mason	\$ 25.62
Concrete Finisher	\$ 25.68
Derrick / Floor Hand	\$ 27.15
Electrician	\$ 26.52
Grouting Technician	\$ 27.10
Insulator	\$ 25.98
Ironworker	\$ 27.72
Laborer	\$ 22.19
Mechanic	\$ 24.58
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Pumper	\$ 29.11
Roustabout	\$ 27.15
Sheet Metal	\$ 28.12
Welder	\$ 43.25
Rig time will be determined between Employer and Employee(s) at time of need.	
Welder's Helper	\$ 28.46
Truck Drivers:	Hourly Rate:
Truck / Trailer	\$ 24.22
Water Truck	\$ 23.88
Equipment Operators:	Hourly Rate:
Backhoe	\$ 25.55
Boom	\$ 34.93
Bulldozer	\$ 26.36

Compactor (Rubber/Steel)	\$ 23.88
Crane	\$ 28.57
Driller	\$ 31.37
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Motor Grader	\$ 26.91
Rig	\$ 28.28
Scraper	\$ 27.18
Track Hoe	\$ 28.27
Trencher	\$ 26.91

The rates listed above are required minimum ONLR Prevailing Wage Rates. Contractors may pay rates above these rates. The ONLR Director will add wage rates for unlisted classifications needed for work only after review and approval. Overtime is one and one - half time the basic rate for hours worked over forty hours in one week. Foremen will receive an additional \$7.78 per hour. **Where Federal Funds are involved, the Davis-Bacon rates apply.** Other exceptions may apply in accordance with the *Navajo Preference in Employment Act (NPEA)*, Section 7(E). Apprentices must be enrolled in a recognized apprenticeship program as required by Section 7(A)(6) of the NPEA. The appropriate apprenticeship program as outlined by the NPEA Section 7(E)(7) will govern wage rates for such apprentices. These wages apply only to the **BEACON BISTI N9 WATER LINE REACH 10.3** construction project.

APPROVED:


 Ronald M. Curtis, Program Manager I

3/5/25
 Date

REVISED 01/01/2025 marmijo

**Office of Navajo Labor Relations
Pre-construction Conference Presentation**



Office of Navajo Labor Relations

Pre-construction Conference Presentation

Many questions do arise when ONLR conducts an orientation, and some presenters will allow participants to ask questions only until the presentation is completed. However, in my presentation, you may pose a question for clarification at any time, which will enable you to comprehend and fully comply with the requirements of the Navajo Preference in Employment Act with respect to this project.



Office of Navajo Labor Relations

- ❑ Is mandated to monitor and enforce the Navajo Preference in Employment Act;
- ❑ is responsible for implementing and carrying out the labor policies of the Navajo Nation;
- ❑ Acts as an administrative agency for matters relating to employment;
- ❑ Gathers information relating to employment; and
- ❑ Recommends and proposes policies, rules, regulations, and specific Navajo preference plans to the Human Services Committee of the Navajo Nation Council



Office of Navajo Labor Relations

- ❑ Administration: 928.871.6800
- ❑ Fort Defiance Agency: 928.871.7429
- ❑ Eastern Agency: 928.871.7431
- ❑ Central Agency: 928.674.2214
- ❑ Northern Agency: 505.368.1142
- ❑ Tuba City Agency: 928.283.3100
- ❑ Kayenta Agency: 928.697.5645



Navajo Preference in Employment Act with respect to jurisdiction

- ❑ All employers doing business within the Navajo Nation or having a contract with the Navajo Nation are required to fully abide by the Navajo Preference in Employment Act
- ❑ Within the Navajo Nation there are various employers e.g. the Navajo Nation Government; Navajo Nation Entities (NTUA, NHA etc.); and private employers (Mining Companies, Construction Contractors, etc.).
- ❑ Employers in communities outside the Navajo Nation that are dependent on the Navajo Nation for services e.g. Fire Dept, Police Dept, etc.



Contractors' Responsibilities

- ❑ Comply with each provision of the Navajo Preference in Employment Act
- ❑ Give preference in employment to enrolled members of the Navajo Nation
- ❑ Compensate its workers in accordance with the project's established wage rates
- ❑ Submit information and/or documents to the ONLR
- ❑ Note that the Prime Contractor is responsible for all its subcontractors



Give preference in employment to enrolled members of the Navajo Nation

- ❑ Utilize Navajo Nation employment sources and job services for recruitment and referrals of enrolled members of the Navajo Nation (Section 4.B)
- ❑ Advertise all vacancies in one newspaper covering the Navajo Nation (Section 4.B.);
- ❑ Advertise all vacancies in one radio station covering the Navajo Nation (Section 4.B.);
- ❑ Specify a Navajo employment preference policy statement in all job announcements and advertisements (Section 4.B.);



Compliance with the Navajo Preference in Employment Act

- ❑ Post in a conspicuous place on its premises for its employees and applicants a Navajo preference policy notice (Section 4.B);
- ❑ Use non-discriminatory job qualifications and selection criteria in employment (Section 4.B);
- ❑ Not penalize, discipline, discharge not take any adverse action against any employee without just cause (Section 4.B);
- ❑ Issue a written notification to the employee for any and all actions e.g. employment termination taken against the employee (Section 4.B);



Compliance with the Navajo Preference in Employment Act

- ❑ Maintain a safe and clean working environment and provide employment conditions which are free of prejudice, intimidation and/or harassment (Section 4.B)
- ❑ Establish written necessary qualifications for each employment position to be utilized on the project; (Section 4.D);
- ❑ Provide to applicants and or candidates a copy of the written necessary qualifications at the time they express an interest in such position (Section 4.D);
- ❑ Post in a conspicuous place on its premises a copy of the Project Wage Determination (Section 4.B);



Compensate its employees in accordance with the established Project Wage Determination

- ❑ Federally Funded Projects – Davis Bacon Wage Determination;
- ❑ State Funded Projects – State Wage Determination;
- ❑ Privately Funded Projects – Navajo Nation Wage Determination; and
- ❑ Navajo Nation Funded Projects – Navajo Nation Wage Determination.



Compliance with the Navajo Preference in Employment Act

- ❑ Irrespective of the qualification of any non-Navajo applicant or candidate, any Navajo applicant or candidate who demonstrates the necessary qualifications for an employment position: 1.) shall be selected by the employer in the case of hiring, promotion, transfer, upgrading, recall and other employment opportunities with respect to such position; and 2.) shall be retained by the employer in the case of a reduction-in-force affecting such class of positions until all non-Navajos employed in that class of positions are laid-off
- ❑ Among a pool of applicants or candidates who are solely Navajo and meet the necessary qualifications, the Navajo with the best qualifications shall be selected or retained.



Give preference in employment to enrolled members of the Navajo Nation

- ❑ 1st preference: enrolled members of the Navajo Nation (census number)
- ❑ 2nd preference: non-Navajo spouses (a non-Navajo who is legally married to a Navajo by proof of marriage by a valid marriage certificate and who has resided within the territorial jurisdiction of the Navajo Nation for one continuous year preceding the application for Navajo preference consideration)
- ❑ 3rd preference: all others

Submit required information and/or documents to ONLR

(Note: The Prime Contractor shall be responsible for each of their subcontractor's submittals)

- List of Key personnel – Project Manager, Project Superintendent, and/or an individual with signatory authority, including telephone number, e-mail address, etc.
- Manpower Projection Report – must be submitted by each contractor two weeks prior to commencing work on project;
- Weekly Manpower Report – must be submitted on a weekly basis (all subcontractors will forward to prime contractor, who will then forward reports, as a package, for that week to ONLR);
- Certified Payroll Report – shall be attached to the Weekly Manpower Report;
- Project Completion Report – must be submitted two week prior to ending work on the project;



Submit required information and/or documents to ONLR

- ❑ Copies of advertisements (radio and newspaper covering the Navajo Nation)*
- ❑ Copy of job orders / request for referrals submitted to employment agencies covering the Navajo Nation*
- ❑ Job Descriptions – for each position to be utilized on the project, which shall include necessary qualifications and the duties & responsibilities for the position;*
- ❑ Employer Interview Report – name of applicant, date of interview, interviewer, hired/not hired (reasons)*
- ❑ Subcontractor listing – name and address of contact person, phone number, brief description of work to be performed and duration of subcontract work*;

(* Shall be submitted with 1st WMR/CPR)



Submit required information and/or documents to ONLR

- Navajo Affirmative Action Plan – Employer commences business within the territorial jurisdiction of the Navajo Nation shall file with ONLR a written Navajo Affirmative Action Plan (prior to commencing work). In any case where a labor organization represents employees of the employer, the plan shall be jointly filed by the employer and labor organization. A copy of the NAAP Regulations in provided in assisting each contractor in submitting a NAAP (Note: **the NAAP shall be submitted two weeks prior to commencing work**; however if it has already been submitted, indicate date & for what project)



Other required information and/or documents

- An employer-sponsored cross-cultural program shall be an essential part of the affirmative actions plans - Such program shall primarily focus on the education of management and supervisory personnel regarding the cultural and religious traditions or beliefs of Navajos and their relationship to the development of employment policies which accommodate such traditions and beliefs.
- Training – shall be an integral part of the specific affirmative action plans or activities for Navajo Preference in employment (Note: This information will be part of the NAAP and shall be submitted by each prime contractor/subcontractor commencing work on the Navajo Nation)



Clarification Time

- If you have any questions to any of the information presented, now is the time to ask, as you, as employers (contractors) commencing business within the territorial jurisdiction of the Navajo Nation, are required to fully comply with all requirements of the Navajo Preference in Employment Act and shall be accountable for full compliance, including all submittals e.g. advertisements, weekly reports, etc.



Thank You!

Remember!

Do not hesitate to contact
any of our offices should a question arise!

.....<<<<<<>>>>>>.....

OFFICE OF NAVAJO LABOR RELATIONS

Post Office Box 1943

Window Rock, AZ 86515

928.871.6800/6801

THE NAVAJO PREFERENCE IN EMPLOYMENT ACT

**(Amended August 1, 1985)
(Amended October 25, 1990)**

The Great Seal of the Navajo Nation is a circular emblem. It features a central sun with rays, a mountain range, and a Navajo hogan. The seal is surrounded by a wreath of Navajo plants. The words "GREAT SEAL OF THE NAVAJO NATION" are inscribed around the perimeter of the seal.

**The Office of Navajo Labor Relations
The Navajo Nation
P.O. Drawer 1943
Window Rock, Arizona 86515
Phone (928) 871-6800/6801**

CO-73-90

Class "C" Resolution
No BIA Action Required.
Executive Branch Action
Necessary

RESOLUTION OF THE
NAVAJO NATION COUNCIL

Amending the Navajo Preference in Employment Act,
Title 15, Chapter 7 of the Navajo Tribal Code

WHEREAS:

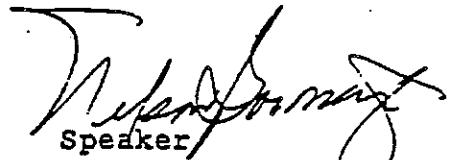
1. The Navajo Nation Council is the governing body of the Navajo Nation, 2 N.T.C., Section 102; and
2. The ability of members of the Navajo Nation to secure and retain employment within the territorial jurisdiction implicates the health, safety and welfare of the Nation; and
3. Pursuant to an Executive Order, dated February 24, 1986, the Navajo Labor Investigative Task Force was created to assess and investigate labor issues important to the Nation; and
4. By Executive Order dated November 17, 1989, the Navajo Labor Investigative Task Force was reconstituted and its authority to investigate labor matters pursuant to the 1986 Executive Order was reaffirmed; and
5. During the course of its investigation, the Navajo Labor Investigative Task Force received comments in various forms concerning labor matters as well as company and union officials. The Task Force incorporated its findings into a document, entitled Report to the Navajo Nation Council Regarding the Proposed Amendments to the Navajo Preference in Employment Act. Based on these findings and the comments received from the interested public, the Task Force proposed that the Navajo Preference in Employment Act (15 N.T.C., Section 601, et. seq.) be amended; and
6. The Navajo Labor Investigative Task Force presented its report, minutes of public meetings it conducted and proposed amendments to the Navajo Preference Act to the Human Services Committee of the Navajo Nation Council; and
7. Pursuant to its powers to recommend legislation on labor matters (2 N.T.C., Section 604(b)(3)), the Human Services Committee of the Navajo Nation Council by Resolution HSC-0024-91 dated September 26, 1990, adopted the Report to the Navajo Nation Council Regarding the Proposed Amendments to the Navajo Preference in Employment Act and recommended that the Navajo Nation Council enact into law, the Proposed Amendments to the Navajo Preference in Employment Act. (Resolution attached hereto as Exhibit "A")

NOW THEREFORE BE IT RESOLVED THAT:

The Navajo Nation Council hereby repeals in its entirety, Title 15, Chapter 7 of the Navajo Tribal Code and enacts in its place, the amendments to Title 15, Chapter 7 of the Navajo Tribal Code, attached hereto as Exhibit "B", with the exception of Section 6 (B).

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 63 in favor, 0 opposed and 9 abstained, this 25th day of October 1990.



Speaker
Navajo Nation Council

October 29, 1990

Date Signed

ACTION BY THE EXECUTIVE BRANCH

1. Pursuant to 2 N.T.C., Section 1005 (c)(1), I hereby sign into law the foregoing legislation this 5th day of November, 1990:


Leonard Haskie, Interim President
Navajo Nation

* * * *

2. Pursuant to 2 N.T.C., Section 1005 (c)(10), I hereby veto the foregoing legislation this _____ day of _____ 1990 for the reason(s) expressed in the attached letter to the Speaker:

Leonard Haskie, Interim President
Navajo Nation

NAVAJO PREFERENCE IN EMPLOYMENT ACT
AMENDED OCTOBER 1990

Section 1. TITLE

- A. This Act shall be cited as the Navajo Preference in Employment Act and is hereby codified as Title 15 Chapter 7 of the Navajo Tribal Code.

Section 2. PURPOSE

- A. The purposes of the Navajo Preference in Employment Act are:
1. To provide employment opportunities for the Navajo work force;
 2. To provide training for the Navajo people;
 3. To promote the economic development of the Navajo Nation;
 4. To lessen the Navajo Nation's dependence upon off reservation sources of employment, income, goods and services;
 5. To foster the economic self-sufficiency of Navajo families; and
 6. To protect the health, safety, and welfare of Navajo workers;
 7. To foster cooperative efforts with employers to assure expanded employment opportunities for the Navajo work force.
- B. It is the intention of the Navajo Nation that the provisions of this Act be construed and applied to accomplish the purposes set forth above.

Section 3. DEFINITIONS

1. The term "Commission" shall mean the Navajo Nation Labor Commission.
2. The term "employment" shall include, but is not limited to, the recruitment, hiring, promotion, transfer, training, upgrading, reduction-in-force, retention, and recall of employees.
3. The term "employer" shall include all persons, firms, associations, corporations, and the Navajo Nation and all of its agencies and instrumentalities, who engage the services of any person for compensation, whether as employee, agent, or servant.
4. The term "Navajo" means any enrolled member of the Navajo Nation.
5. The term "ONLR" means the Office of Navajo Labor Relations.

6. The term "probable cause" shall mean a reasonable ground for belief in the existence of facts warranting the proceedings complained of.
7. The term "territorial jurisdiction" means the territorial jurisdiction of the Navajo Nation as defined in 7 NTC §254.
8. The term "counsel" or "legal counsel" shall mean (a) a person who is an active member in good standing of the Navajo Nation Bar Association and duly authorized to practice law in the courts of the Navajo Nation; and (b) for the sole purpose of co-counseling in association with a person described in clause (a), an attorney duly authorized, currently licensed and in good standing to practice law in any State of the United States who has, pursuant to written request demonstrating the foregoing qualifications and good cause, obtained written approval of the Commission to appear and participate as co-counsel in a particular Commission proceeding.
9. The term "necessary qualifications" shall mean those job-related qualifications which are essential to the performance of the basic responsibilities designated for each employment position, including any essential qualifications concerning education, training and job-related experience, but excluding any qualifications relating to ability or aptitude to perform responsibilities in other employment positions. Demonstrated ability to perform essential and basic responsibilities shall be deemed satisfaction of necessary qualifications.
10. The term "qualifications" shall include the ability to speak and/or understand the Navajo language, and familiarity with Navajo culture, customs and traditions.
11. The term "person" shall include individuals; labor organizations; tribal, federal, state and local governments, their agencies, subdivisions, instrumentalities and enterprises; and private and public, profit and non-profit, entities of all kinds having recognized legal capacity or authority to act, whether organized as corporations, partnerships, associations, committees or in any other form.
12. The term "employee" means an individual employed by an employer.
13. The term "employment agency" means a person regularly undertaking, with or without compensation, to procure employees for an employer or to obtain for employees opportunities to work for an employer.
14. The term "labor organization" or "union" means an organization in which employees participate or by which employees are represented and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours or other terms and conditions of employment, including a national or international labor organization and any subordinate conference, general committee, joint or system board, or joint council.

15. The term "petitioner" means a person who files a complaint seeking to initiate a Commission proceeding under the Act.
16. The term "respondent" means the person against whom a complaint is filed by a petitioner.
17. The term "Act" means the Navajo Preference in Employment Act.

Section 4. NAVAJO EMPLOYMENT PREFERENCE

- A. All employers doing business within the territorial jurisdiction of the Navajo Nation, or engaged in any contract with the Navajo Nation shall:
1. Give preference in employment to Navajos. Preference in employment shall include specific Navajo affirmative action plans and timetables for all phases of employment to achieve the tribal goal of employing Navajos in all job classifications including supervisory and management positions.
 2. Within 90 days after the later of the effective date of this Section 4(A)(2) or the date on which an employer commences business within the territorial jurisdiction of the Navajo Nation, the employer shall file with ONLR a written Navajo affirmative action plan which complies with this Section and other provisions of the Act. In any case where a labor organization represents employees of the employer, the plan shall be jointly filed by the employer and labor organization. ~~Any such associated labor organization shall have obligations under this Section equivalent to those of the employer as to employees represented by such organization. Failure to file such a plan within the prescribed time limit, submission of a plan which does not comply with the requirements of the Act, or failing to implement or comply with the terms of a conforming plan shall constitute a violation of the Act. In the event of a required joint plan by an employer and associated labor organization, only the non-complying party shall be deemed in violation of the Act, as long as the other party has demonstrated a willingness and commitment to comply with the Act.~~
 3. Subject to the availability of adequate resources, ONLR shall provide reasonable guidance and assistance to employers and associated labor organizations in connection with the development and implementation of a Navajo affirmative action plan. Upon request, ONLR shall either approve or disapprove any plan, in whole or in part. In the event of approval thereof by ONLR, no Charge shall be filed hereunder with respect to alleged unlawful provisions or omissions in the plan, except upon 30 days prior written notice to the employer and any associated labor organization to enable voluntary correction of any stated deficiencies in such plan. No Charge shall be filed against an employer and any associated labor organization for submitting a non-conforming plan, except upon 30 days prior notice by ONLR identifying deficiencies in the plan which require correction.

B. Specific Requirements for Navajo Preference

1. All employers shall include and specify a Navajo employment preference policy statement in all job announcements and advertisements and employer policies covered by this Act.
2. All employers shall post in a conspicuous place on its premises for its employees and applicants a Navajo preference policy notice prepared by ONLR.
3. Any seniority system of an employer shall be subject to this Act and all other labor laws of the Navajo Nation. Such a seniority system shall not operate to defeat nor prevent the application of the Act; provided, however, that nothing in this Act shall be interpreted as invalidating an otherwise lawful and bona fide seniority system which is used as a selection or retention criterion with respect to any employment opportunity where the pool of applicants or candidates is exclusively composed of Navajos or non-Navajos.
4. The Navajo Nation when contracting with the federal or state government or one of its entities shall include provisions for Navajo preference in all phases of employment as provided herein. When contracting with any federal agency, the term Indian preference may be substituted for Navajo preference for federal purposes; provided that any such voluntary substitution shall not be construed as an implicit or express waiver of any provision of the Act nor a concession by the Navajo Nation that this Act is not fully applicable to the federal contract as a matter of law.
5. All employers shall utilize Navajo Nation employment sources and job services for employee recruitment and referrals; provided, however, that employers do not have the foregoing obligations in the event a Navajo is selected for the employment opportunity who is a current employee of the employer.
6. All employers shall advertise and announce all job vacancies in at least one newspaper and radio station serving the Navajo Nation; provided, however, that employers do not have the foregoing obligations in the event a Navajo is selected for the employment opportunity who is a current employee of the employer.
7. All employers shall use non-discriminatory job qualifications and selection criteria in employment.
8. All employers shall not penalize, discipline, discharge nor take any adverse action against any Navajo employee without just cause. A written notification to the employee citing such cause for any of the above actions is required in all cases.

9. All employers shall maintain a safe and clean working environment and provide employment conditions which are free of prejudice, intimidation and harassment.
10. Training shall be an integral part of the specific affirmative action plans or activities for Navajo preference in employment.
11. An employer-sponsored cross-cultural program shall be an essential part of the affirmative action plans required under the Act. Such program shall primarily focus on the education of non-Navajo employees, including management and supervisory personnel, regarding the cultural and religious traditions or beliefs of Navajos and their relationship to the development of employment policies which accommodate such traditions and beliefs. The cross-cultural program shall be developed and implemented through a process which involves the substantial and continuing participation of an employer's Navajo employees, or representative Navajo employees.
12. No fringe benefit plan addressing medical or other benefits, sick leave program or any other personnel policy of an employer, including policies jointly maintained by an employer and associated labor organization, shall discriminate against Navajos in terms or coverage as a result of Navajo cultural or religious traditions or beliefs. To the maximum extent feasible, all of the foregoing policies shall accommodate and recognize in coverage such Navajo traditions and beliefs.

C. Irrespective of the qualifications of any non-Navajo applicant or candidate, any Navajo applicant or candidate who demonstrates the necessary qualifications for an employment position:

1. Shall be selected by the employer in the case of hiring, promotion, transfer, upgrading, recall and other employment opportunities with respect to such position; and
2. Shall be retained by the employer in the case of a reduction-in-force affecting such class of positions until all non-Navajos employed in that class of positions are laid-off, provided that any Navajo who is laid-off in compliance with this provision shall have the right to displace a non-Navajo in any other employment position for which the Navajo demonstrates necessary qualifications.

Among a pool of applicants or candidates who are solely Navajo and meet the necessary qualifications, the Navajo with the best qualifications shall be selected or retained, as the case may be.

D. All employers shall establish written necessary qualifications for each employment position in their work force, a copy of which shall be provided to applicants or candidates at the time they express an interest in such position.

SECTION 5. REPORTS

All employers doing business or engaged in any project or enterprise within the territorial jurisdiction of the Navajo Nation or pursuant to a contract with the Nation shall submit employment information and reports as required to ONLR. Such reports, in a form acceptable to ONLR, shall include all information necessary and appropriate to determine compliance with the provisions of this Act. All reports shall be filed with ONLR not later than 10 business days after the end of each calendar quarter, provided that ONLR shall have the right to require filing of reports on a weekly or monthly schedule with respect to part-time or full-time temporary employment.

SECTION 6. UNION AND EMPLOYMENT AGENCY ACTIVITIES/RIGHTS OF NAVAJO WORKERS

- A. Subject to lawful provisions of applicable collective bargaining agreements, the basic rights of Navajo workers to organize, bargain collectively, strike, and peaceable picket to secure their legal rights, shall not be abridged in any way by any person. The right to strike and picket does not apply to employees of the Navajo Nation, its agencies, or enterprises.
- B. It shall be unlawful for any labor organization, employer or employment agency to take any action, including action by contract, which directly or indirectly causes or attempts to cause the adoption or use of any employment practice, policy or decision which violates the Act.

SECTION 7. NAVAJO PREVAILING WAGE

- A. Definitions. For purposes of this Section, the following terms shall have the meanings indicated:
 - 1. The term "prevailing wage" shall mean the wage paid to a majority (more than 50 percent) of the employees in the classification on similar construction projects in the area during a period not to exceed 24 months prior to the effective date of the prevailing wage rate set hereunder; provided that in the event the same wage is not paid to a majority of the employees in the classification, "prevailing wage" shall mean the average of the wages paid, weighted by the total number of employees in the classification.
 - 2. The term "prevailing wage rate" shall mean the rate established by ONLR pursuant to this Section.
 - 3. The term "wage" shall mean the total of:
 - (A) the basic hourly rate; and
 - (B) the amount of (i) contributions irrevocably made by a contractor or

subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan or program for the benefit of employees and (ii) costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected. The types of fringe benefits contemplated hereunder include medical or hospital health care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits.

4. The term "area" in determining the prevailing wage means the geographic area within the territorial jurisdiction of the Navajo Nation; provided that in the event of insufficient similar construction projects in the area during the period in question, "area" shall include the geographic boundaries of such contiguous municipal, county or state governments as ONLR may determine necessary to secure sufficient wage information on similar construction projects.
5. The term "classifications" means all job positions in which persons are employed, exclusive of classifications with assigned duties which are primarily administrative, executive or clerical, and subject to satisfaction of the conditions prescribed in Sections (E)(7) and (8), exclusive of "apprentice" and "trainee" classifications as those terms are defined herein.
6. "Apprentice" means (a) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with an Apprenticeship Agency administered by a State or Indian Tribe and recognized by the Bureau, or (b) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State or Tribal Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
7. "Trainee" means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration, or (b) employed and/or receiving on-the-job training under a public employment or work experience program which is approved and funded by the Navajo Nation.

8. The term "construction" shall mean all activity performed under a contract which relates to (a) the building, development, rehabilitation, repair, alteration or installation of structures and improvements of all types, including without limitation buildings, bridges, dams, plants, highways, sewers, water mains, powerlines and other structures; (b) drilling, blasting, excavating, clearing and landscaping, painting and decorating; (c) transporting materials and supplies to or from the site of any of the activities referred to in (a) or (b) by employees of the contractor or subcontractor; and (d) manufacturing or finishing materials, articles, supplies or equipment at the construction site of any of the foregoing activities by employees of the contractor or subcontractor.
9. The term "contract" shall mean the prime construction contract and all subcontracts of any tier thereunder entered into by parties engaged in commercial, business or governmental activities (whether or not such activities are conducted for profit).

B. Establishment

1. For all construction reasonably anticipated to occur in the area on a regular basis, ONLR shall establish a general prevailing wage rate for each classification within specified types of construction. ONLR shall define classifications and types of construction in accordance with guidelines generally recognized in the construction industry. In all cases where construction is contemplated for which prevailing wage rates have not been set, the contract letting entity shall submit to ONLR a written request for a project prevailing wage scale. Such request shall be submitted not less than 60 days prior to the scheduled date for bid solicitation and shall include detailed information on the anticipated construction classifications, nature of the project and completion plans. ONLR shall use its best efforts to provide a project prevailing wage scale, for each classification involved in the project construction, within 60 days after receipt of a request therefor.
2. In setting prevailing wage rates, ONLR shall conduct such surveys and collect such data as it deems necessary and sufficient to arrive at a wage determination. Wage data may be collected from contractors, contractors' associations, labor organizations, public officials and other sources which reflect wage rates paid in classifications on types of construction in the area, including the names and addresses of contractors and subcontractors; the locations, approximate costs, dates and types of construction; the number of workers employed in each classification on the project; and the wage rates paid such workers. Wage rate data for the area may be provided, and considered in making wage determinations, in various forms including signed statements, collective bargaining agreements and prevailing wage rates established by federal authorities for federally-assisted construction projects.
3. Any classification of workers not listed in a prevailing wage rate and which is to be used under a construction contract shall be classified in conformance

with the prevailing wage determination issued and applicable to the project; provided that an additional classification and prevailing wage rate therefor will be established in the event each of the following criteria are satisfied:

- (a) The work performed by the proposed classification is not performed by a classification within the existing prevailing wage scale;
 - (b) The proposed classification is utilized in the area by the construction industry; and
 - (c) The wages set for the proposed classification bear a reasonable relationship to the wage rates contained in the existing scale for other classifications.
4. (a) Subject to the prior written approval thereof by the Director of ONLR, a general prevailing wage rate shall be effective on the date notice of such rate is published in a newspaper in general circulation in the Navajo Nation. The notice shall contain the following information:
- (i) The fact a prevailing wage rate has been set and approved in writing by the Director of ONLR;
 - (ii) The type of construction for which the rate was established;
 - (iii) The effective date, described as the date of publication of the notice or other specified date;
 - (iv) The address and telephone number of ONLR; and
 - (v) A statement that ONLR will provide a copy of the full wage determination on request, and respond to any reasonable questions regarding such determination or its application.

General prevailing wage rates shall continue in effect until such time as any modifications are adopted.

- (b) A prevailing wage rate for a particular project shall be effective on the date of issuance to the requesting party of a written wage determination approved by the Director of ONLR. The wage determination shall continue in effect for the duration of the project; provided that any such determination may be modified by ONLR in the event the period of time from the effective date of the determination to the date bids are solicited exceeds 180 days and the estimated date of completion of the project is more than one year after the effective date of the determination.

- (c) Project and general wage determinations may be modified from time to time, in whole or in part, to adjust rates in conformity with current conditions, subject to the special conditions applicable to project determinations. Such modifications become effective upon the same terms and conditions which are applicable to original determinations.
- (d) Fringe Benefits. The fringe benefit amount of wages reflected in a prevailing wage rate shall be paid in cash to the employee, and shall not be deducted from such employee's wages, unless each of the following conditions is satisfied:
 - (i) The deduction is not contrary to applicable law;
 - (ii) A voluntary and informed written consent authorizing the deduction is obtained from the employee in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining or continuing employment;
 - (iii) No profit or other benefit is obtained as a result of a deduction, directly or indirectly, by the contractor, subcontractor or any person affiliated with them in the form of a commission, dividend or other consideration; and
 - (iv) The deduction serves the convenience and interests of the employee.

- D. 1. No contract-letting entity, contractor or subcontractor shall proceed with a construction contract subject to this Section in the absence of a contractual requirement for payment of prevailing wages pursuant to a specified wage determination issued by ONLR. Violation of this obligation shall render the contract-letting entity, and the employer contractor or subcontractor, jointly and severally liable for the difference between wages actually paid and the prevailing wage rate, together with interest thereon (or if no prevailing wage rates have been set, such wage rate as may be issued by ONLR during the course, or after the completion, of the construction project).
- 2. Failure by any employer, contractor or subcontractor to pay prevailing wages shall render such employer liable for the difference between the amount of wages actually paid and the prevailing rate, together with interest thereon.
- 3. Any deduction of fringe benefits by an employer contractor or subcontractor in violation of Section 7(C) shall render such employer liable for the amount of such deduction, together with interest thereon.
- 4. Upon written request of ONLR, a contract-letting entity or contractor, as the case may be, shall withhold from any monies payable on account of work performed by an employer contractor or subcontractor under a construction

contract such sums as may be determined by ONLR as necessary to satisfy any liabilities of such contractor or subcontractor for unpaid prevailing wages or wrongful deduction of fringe benefits.

5. If following a hearing under Section 11 a contract-letting entity (other than the Navajo Nation), contractor or subcontractor is found to have willfully violated this Section the Commission may enter a debarment order disqualifying such party from receiving any contract, or subcontract thereunder, with the Navajo Nation for a period not to exceed three years.
6. The liabilities described in this Section 7(D) shall not foreclose the Commission from awarding such other relief or imposing such other civil penalties as may be appropriate following a hearing conducted under Section 11.

E. Exemptions. This Section shall not apply to:

1. A contract associated with a construction activity which relates to the provision of architect, engineer, legal or consultant services, or, except as provided under Section 7(A)(8)(d), the manufacturing or furnishing of materials or performance of services and maintenance work by persons not employed by a prime contractor or any of its subcontractors.
2. A construction contract relating to a project having a total cost of \$2,000 or less.
3. A construction contract which is let by a natural person who is an owner or person legally authorized to let such contract, for such person's personal, family or household purposes.
4. A construction contract to the extent the work thereunder is performed by employees of the owner, or employees of the person or entity legally authorized to let the prime contract.
5. A construction contract for a project receiving federal financial assistance to the extent the prevailing wage is set by federal authorities pursuant to the Davis-Bacon Act, 40 U.S.C. §§ 276a et seq. (as amended), or other federal law applicable to such project.
6. A construction contract to the extent such contract requires payment of wages pursuant to a wage scale established under a collective bargaining agreement between any contractor or subcontractor and a labor organization.
7. With the exception of the provisions of Section 7(C), an apprentice provided that the apprentice is paid not less than (a) the basic hourly rate prescribed in the registered program for the apprentice's level of progress, expressed as a percentage of the applicable journeyman rate specified in the prevailing

wage rate, and (b) the fringe benefit amount prescribed in the registered program or, if not specified, the fringe benefit amount set in the prevailing wage rate for the applicable journeyman classification. An apprentice who is not enrolled in a registered program (within the meaning of Section 7(A)(6)), shall be paid wages in an amount not less than the level prescribed for the applicable journeyman classification specified in the prevailing wage rate.

8. With the exception of the provisions of Section 7(c), a trainee provided that the trainee is paid not less than (a) the basic hourly rate prescribed in the approved program for the trainee's level of progress, expressed as a percentage of the applicable journeyman rate specified in the prevailing wage rate and (2) the fringe benefit amount prescribed in the approved program or, if not specified and as to federally approved programs only, the fringe benefit amount set in the prevailing wage rate for the applicable journeyman classification. A trainee who is not enrolled in an approved program (within the meaning of Section 7(A)(8)), shall be paid wages in an amount not less than the level prescribed for the applicable journeyman classification specified in the prevailing wage rate.

SECTION 8. HEALTH AND SAFETY OF NAVAJO WORKERS

Employers shall, with respect to business conducted within the territorial jurisdiction of the Navajo Nation, adopt and implement work practices which conform to occupational safety and health standards imposed by law.

SECTION 9. CONTRACT COMPLIANCE

- A. All transaction documents, including without limitation, leases, subleases, contracts, subcontracts, permits, and collective bargaining agreements between employers and labor organizations (herein collectively "transaction documents") which are entered into by or issued to any employer and which are to be performed within the territorial jurisdiction of the Navajo Nation shall contain a provision pursuant to which the employer and any other contracting party affirmatively agree to strictly abide by all requirements of this Act. With respect to any transaction document which does not contain the foregoing provision, the terms and provisions of this Act are incorporated therein as a matter of law and the requirements of the Act shall constitute affirmative contractual obligations of the contracting parties. In addition to the sanctions prescribed by the Act, violation of the Act shall also provide grounds for the Navajo Nation to invoke such remedies for breach as may be available under the transaction document or applicable law. To the extent of any inconsistency or conflict between a transaction document and the Act, the provision of the transaction document in question shall be legally invalid and unenforceable and the Act shall prevail and govern the subject of the inconsistency or conflict.
- B. Every bid solicitation, request for proposals and associated notices and advertisements which relate to prospective contracts to be performed within the

territorial jurisdiction of the Navajo Nation shall expressly provide that the contract shall be performed in strict compliance with this Act. With respect to any such solicitation, request, notice or advertisement which does not contain the foregoing provision, the terms and provisions of this Act are incorporated therein as a matter of law.

SECTION 10. MONITORING AND ENFORCEMENT

- A. Responsible Agency. Compliance with the Act shall be monitored and enforced by ONLR.
- B. Charges.
 - 1. Charging Party. Any Navajo may file a charge ("Individual Charge") claiming a violation of his/her rights under the Act. ONLR, on its own initiative, may file a charge ("ONLR Charge") claiming a violation of rights under the Act held by identified Navajos or a class of Navajos, including a claim that respondent is engaging in a pattern of conduct or practice in violation of rights guaranteed by the Act. An Individual Charge and ONLR Charge are collectively referred to herein as a "Charge".
 - 2. Form and Content. A Charge shall be in writing, signed by the charging party (which shall be the Director of ONLR in the case of an ONLR Charge), and contain the following information:
 - (a) The name, address and any telephone number of the charging party;
 - (b) The name and address or business location of the respondent against whom the Charge is made;
 - (c) A clear and concise statement of the facts constituting the alleged violation of the Act, including the dates of each violation and other pertinent events and the names of individuals who committed, participated in or witnessed the acts complained of;
 - (d) With respect to a Charge alleging a pattern or practice in violation of the Act, the period of time during which such pattern or practice has existed and whether it continues on the date of the Charge;
 - (e) The specific harm sustained by the charging party in the case of an Individual Charge or the specific harm sustained by specified Navajos or a class of Navajos with respect to an ONLR Charge; and
 - (f) A statement disclosing whether proceedings involving the alleged violation have been initiated before any court or administrative agency or within any grievance process maintained by the respondent, including the date of commencement, the court, agency or process and the status of the proceeding.

ONLR shall provide assistance to persons who wish to file Individual Charges. Notwithstanding the foregoing provisions, a Charge shall be deemed sufficient if it contains a reasonably precise identification of the charging party and respondent, and the action, pattern or practice which are alleged to violate the Act.

3. Place of Filing. Individual Charges may be filed in any office of ONLR. An ONLR Charge shall be filed in ONLR's administrative office in Window Rock.
4. Date of Filing. Receipt of each Individual Charge shall be acknowledged by the dated signature of an ONLR employee which shall be deemed the date on which the Individual Charge is filed. The date on which an ONLR Charge is signed by the ONLR Director shall be deemed the date of filing for such Charge.
5. Amendment. A Charge may be amended by filing, in the office where the Charge was first submitted, a written instrument which sets forth the amendment and any portions of the original Charge revised thereby. To the extent the information reflected in the amendment arose out of the subject matter of the original Charge, the amendment shall relate back and be deemed filed as of the filing date of such Charge. Any portion of the amendment which does not qualify for relation back treatment shall constitute a new Charge.
6. Time Limitation. A Charge shall be filed within one year after accrual of the claim which constitutes the alleged violation of the Act. The date of accrual of a claim shall be the earlier of
 - (a) the date on which the charging party had actual knowledge of the claim, or
 - (b) taking into account the circumstances of the charging party, the date on which the charging party should reasonably have been expected to know of the existence of the claim; provided, however, that a Charge relating to a continuing, or pattern or practice, violation of the Act shall be filed within one year after the later of
 - (i) the date of termination of such violation, pattern or practice or
 - (ii) the date of accrual of the claim to which the Charge relates. Failure to file a Charge within the time limitations prescribed herein shall bar proceedings on the related claim before the Commission or in any Court of the Navajo Nation; provided, however, that nothing herein shall be interpreted as foreclosing proceedings before any Navajo Court or administrative body (other than the Commission) on any claim which also arises

under applicable common, statutory or other law independent of this Act.

7. Notice to Respondent. Within 20 days after a Charge is filed, ONLR shall serve a copy thereof on respondent; provided, however, that if in ONLR's judgment service of a copy of the Charge would impede its enforcement functions under the Act, ONLR may in lieu of a copy serve on respondent a notice of the Charge which contains the date, place and summary of relevant facts relating to the alleged violation, together with the identity of the charging party unless withheld for the reason stated above. Service of any amendment to the Charge shall be accomplished within 20 days after the amendment is filed. Failure of ONLR to serve a copy of a Charge or notice thereof within the prescribed time period shall not be a ground for dismissal of the Charge or any subsequent proceedings thereon.
8. Withdrawal of Charge.
 - (a) ONLR may, in its discretion, withdraw any ONLR Charge upon written notice thereof to respondent and each person identified in the Charge whose rights under the Act were alleged to have been violated. Any person receiving notice of withdrawal or any other person who asserts a violation of his/her rights as a result of the violation alleged in the withdrawn ONLR Charge may file an Individual Charge which, if filed within 90 days after the issuance date of ONLR's withdrawal notice, shall relate back to the filing date of the ONLR Charge.
 - (b) Any charging party may, in his/her discretion, withdraw an Individual Charge by filing a written notice of withdrawal with the ONLR office where the Charge was submitted, with a copy thereof filed with the ONLR administrative office in Window Rock. ONLR shall, within 20 days after receiving the notice, transmit a copy to the respondent. Within 90 days after receipt of the withdrawal notice, ONLR may file an ONLR Charge relating in whole or part to the violations alleged in the withdrawn Individual Charge. Any filing of an ONLR Charge within the prescribed time period shall relate back to the filing date of the withdrawn Charge.
9. Overlapping Charges. Nothing herein shall be construed as prohibiting the filing of any combination of Individual Charges and an ONLR Charge which, in whole or part, contain common allegations of violations of the Act.
10. Informants. Irrespective of whether a person is otherwise eligible to file an Individual Charge, any such person or an organization may in lieu of filing a Charge submit to ONLR written or verbal information concerning alleged violations of the Act and may further request ONLR to file an ONLR Charge thereon. In addition to other limitations on disclosure provided in Section 10(M) and in the absence of the written consent of the informant, neither the

identity of the informant nor any information provided by such informant shall be disclosed to the respondent, agents or legal counsel for the respondent, or the public, either voluntarily by ONLR or pursuant to any discovery or other request for, or order relating to, such information during the course of any judicial or non-judicial proceeding, including a proceeding before the Commission or any subsequent appeal or challenge to a Commission or appellate decision; provided, however, that in the event the informant is called as a witness by ONLR at a Commission proceeding involving the information provided by the informant,

- (a) the informant's name may be disclosed, but his/her status as an informant shall remain privileged and confidential and shall not be disclosable through witness examination or otherwise, and
- (b) with the exception of the witness status as an informer, information provided by the informant is disclosable in accordance with the procedures outlined under Section 10(M).

C. Investigation of Charges.

1. General. ONLR shall conduct such investigation of a Charge as it deems necessary to determine whether there is probable cause to believe the Act has been violated.
2. Subpoenas.
 - (a) The Director of ONLR shall have the authority to sign and issue a subpoena compelling the disclosure by any person evidence relevant to a Charge, including a subpoena ordering, under oath as may be appropriate:
 - (i) The attendance and testimony of witnesses;
 - (ii) Responses to written interrogatories;
 - (iii) The production of evidence, including without limitation books, records, correspondence or other documents (or lists or summaries thereof) in the subpoenaed person's possession, custody or control or which are lawfully obtainable by such person; and
 - (iv) Access to evidence for the purposes of examination and copying. Neither an individual charging party nor a respondent shall have a right to demand issuance of a subpoena prior to the initiation of any proceedings on the Charge before the Commission, in which event subpoenas are issuable only pursuant to the procedures governing such proceedings.

- (b) Service of the subpoena shall be effected by one of the methods prescribed in Section 10(O). A subpoena directed to a natural person shall be served either on the person at his/her residence or office address or, in the case of personal delivery, at such residence or office either on the person subpoenaed or on anyone at least eighteen years of age (and in the case of office service, a person who is also an employee of such office). Service of a subpoena directed to any other person shall be addressed or delivered to either the statutory agent (if any) of such person or any employee occupying a managerial or supervisory position at any office of the person maintained within or outside the territorial jurisdiction of the Navajo Nation. Personal service may be performed by a natural person at least eighteen years of age, including an employee of ONLR.
- (c) The subpoena shall set a date, time and place for the attendance of a witness, or production of or access to evidence, as the case may be, provided that the date for compliance shall be not less than 30 days after the date on which service of the subpoena was effected.
- (d) Any person served with a subpoena intending not to fully comply therewith shall, within five business days after service, serve on the Director of ONLR a petition requesting the modification or revocation of the subpoena and identifying with particularity each portion of the subpoena which is challenged and the reasons therefor. To the extent any portion of the subpoena is not challenged, the unchallenged parts shall be complied with in accordance with the terms of the subpoena as issued. The ONLR Director shall issue and serve on petitioner a decision and reasons therefor within eight business days following receipt of the petition, and any failure to serve a decision within such period shall be deemed a denial of the petition. In the event the Director's decision reaffirms any part of the subpoena challenged in the petition, the Director may extend the date for compliance with such portion for a period not to exceed 10 business days. Any petitioner dissatisfied with the decision of the ONLR Director shall either
- (1) comply with the subpoena (with any modifications thereto reflected in the Director's decision) or
 - (2) within five business days following receipt of the Director's decision or the date such decision was due, file a petition with the Commission (with a copy concurrently served on the ONLR Director) seeking modification or revocation of the subpoena and stating with particularity therein each portion of the subpoena challenged and the reasons therefor. A copy of the ONLR Director's decision, if any, shall be attached to the petition.

- (e) In the event a person fails to comply with a served subpoena, ONLR may petition the Commission for enforcement of the subpoena. For purposes of awarding any relief to petitioner, the Commission may issue any order appropriate and authorized in a case where it is established that a Commission order has been violated. A copy of the petition shall be concurrently served on the non-complying person.
- (f) Beginning on the first day of non-compliance with a subpoena served on a respondent, or any employee or agent of respondent, until the date of full compliance therewith, there shall be a tolling of all periods of limitation set forth in this Section 10.

D. Dismissal of Charges.

1. Individual Charges. ONLR shall dismiss an Individual Charge upon reaching any one or more of the following determinations:
 - (a) The Individual Charge, on its face or following an ONLR investigation, fails to demonstrate that probable cause exists to believe a violation of the Act has occurred;
 - (b) The Individual Charge was not filed within the time limit prescribed by Section 10(B)(6);
 - (c) The charging party has failed to reasonably cooperate in the investigation of, or attempts to settle, the Individual Charge;
 - (d) The charging party has refused, within 30 days of receipt, to accept a settlement offer agreed to by respondent and approved by ONLR, which accords substantially full relief for the harm sustained by such party; or
 - (e) The Charge has been settled pursuant to Section 10(G).
2. ONLR Charges. ONLR shall dismiss an ONLR Charge upon determining that
 - (a) no probable cause exists to believe a violation of the Act has occurred,
 - (b) the Charge was not filed within the time limits prescribed by Section 10(B)(6), or
 - (c) the Charge has been settled pursuant to Section 10(G).
3. Partial Dismissal. In the event a portion of a Charge is dismissable on one or more of the foregoing grounds, only such portion of the Charge

shall be dismissed and the remainder retained by ONLR for final disposition.

4. Notice. Written notice of dismissal, stating the grounds therefor, shall be served on respondent and the individual charging party in the case of an Individual Charge or, in the case of an ONLR Charge, on the respondent and any person known to ONLR who claims to be aggrieved by the violations alleged in such Charge. Such notice shall be accompanied by a right to sue authorization pursuant to Section 10(H).
- E. Probable Cause Determination. Following its investigation of a Charge and in the absence of a settlement or dismissal required under Section 10(D), ONLR shall issue written notice of its determination that probable cause exists to believe a violation of the Act has occurred or is occurring. Such notice shall identify each violation of the Act for which probable cause has been found, and copies thereof shall be promptly sent to the respondent, the charging party in the case of an Individual Charge, and, in the case of an ONLR Charge, each person identified by ONLR whose rights are believed to have been violated. Any probable cause determination shall be based on, and limited to, the evidence obtained by ONLR and shall not be deemed a judgment by ONLR on the merits of allegations not addressed in the determination.
- F. Conciliation. If, following its investigation of a Charge, ONLR determines there is probable cause to believe the Act has been or is being violated, ONLR shall make a good faith effort to secure compliance and appropriate relief by informal means through conference, conciliation and persuasion. In the event there is a failure to resolve the matter informally as to any allegations in an Individual Charge for which probable cause has been determined, ONLR shall either issue the notice prescribed in Section 10(H) or initiate a Commission proceeding under Section 10(I) concerning unresolved allegations. A successful resolution of any such allegation shall be committed to writing in the form required under Section 10(G). Nothing herein shall be construed as prohibiting ONLR from initiating or participating in efforts to informally resolve a Charge prior to issuance of a probable cause determination.
- G. Settlement.
1. Settlement agreements shall be committed to writing and executed by respondent, the individual charging party if any and, in the case of any Charge, by the Director of ONLR. Refusal of an individual charging party to execute a settlement agreement subjects the Individual Charge to dismissal under the conditions set forth in Section 10(D)(1)(d). Settlement agreements may also be signed by those aggrieved persons identified as having a claim with respect to an ONLR Charge.
 2. Settlement agreements hereunder shall be enforceable among the parties thereto in accordance with the terms of the agreement. Any member of a

class of persons affected by the settlement who is not a signatory to the agreement shall have the right to initiate proceedings before the Commission pursuant to the procedure in Section 10(H)(2)(a)(iii).

3. Each settlement agreement shall provide for the dismissal of the Charge to the extent the violations alleged therein are resolved under the agreement.
4. Any breach of a settlement agreement by respondent shall present grounds for filing a Charge under this Section 10. A charging party asserting a claim for breach may either seek
 - (a) enforcement of that portion of the settlement agreement alleged to have been breached, or
 - (b) in the case of a material breach as to any or all terms, partial or total rescission of the agreement, as the case may be, and such other and further relief as may have been available in the absence of settlement. A Charge asserting a breach of a settlement agreement with respect to any original allegation in the Charge covered by such agreement shall, for purposes of all time limitations in this Section 10, be deemed to arise on the accrual date of the breach.

H. Individual Right to Sue.

1. Individual Charges.

- (a) Prior to the expiration of 180 days following the date an Individual Charge was filed, ONLR, by notice to the individual charging party, shall authorize such individual to initiate a proceeding before the Commission in accordance with the procedures prescribed in Section 10(J), if:
 - (i) The Individual Charge has been dismissed by ONLR pursuant to Section 10(D)(1);
 - (ii) ONLR has issued a probable cause determination under Section 10(E), there has been a failure of conciliation contemplated by Section 10(F), and ONLR has determined not to initiate a Commission proceeding on behalf of the individual charging party; or
 - (iii) Notwithstanding the absence of a probable cause determination or conclusion of conciliation efforts, ONLR certifies it will be unable to complete one or both of these steps within 180 days after the date on which the Individual Charge was filed.
- (b) After the expiration of 180 days following the date an Individual Charge was filed, the individual charging party shall have the right to

initiate a proceeding before the Commission irrespective of whether ONLR has issued a notice of right to sue, made a probable cause determination, or commenced or concluded conciliation efforts.

2. ONLR Charges.

- (a) Prior to the expiration of 180 days following the date an ONLR Charge was filed, ONLR, by notice to any person known to it who claims to be aggrieved by the allegations presented in such Charge, shall authorize such person to initiate a proceeding before the Commission in accordance with the procedures prescribed in Section 10(J), if:
 - (i) The ONLR Charge has been dismissed by ONLR pursuant to Section 10(D)(2);
 - (ii) ONLR has issued a probable cause determination under Section 10(E), there has been a failure of conciliation contemplated by Section 10(F), and ONLR has determined not to initiate a Commission proceeding on the Charge;
 - (iii) ONLR has entered into a settlement agreement under Section 10(G) to which such aggrieved person is not a party; or
 - (iv) Notwithstanding the absence of a probable cause determination or conclusion of conciliation efforts, ONLR certifies it will be unable to complete one or both of these steps within 180 days after the date on which the ONLR Charge was filed.
- (b) After the expiration of 180 days following the date an ONLR Charge was filed and prior to the date on which ONLR commences a Commission proceeding, any person claiming to be aggrieved by the allegations presented in such Charge shall have the right to initiate a proceeding before the Commission irrespective of whether ONLR has issued a notice of right to sue, made a probable cause determination or commenced or concluded conciliation efforts.

3. Content of Notice. A notice of right to sue shall include the following information:

- (a) Authorization to the individual charging party or aggrieved person to initiate a proceeding before the Commission pursuant to and within the time limits prescribed by Section 10(J);
- (b) A summary of the procedures applicable to the institution of such proceeding, or a copy of the Act containing such procedures;
- (c) A copy of the Charge; and

(d) A copy of any written determination of ONLR with respect to such Charge.

4. ONLR Assistance. Authorization to commence Commission proceedings hereunder shall not prevent ONLR from assisting any individual charging party or aggrieved person in connection with Commission proceedings or other efforts to remedy the alleged violations of the Act.

I. ONLR Right to Sue.

1. Individual Charges. ONLR shall have the right to initiate proceedings before the Commission based on the allegations of an Individual Charge with respect to which ONLR has issued a probable cause determination under Section 10(E) and there has been a failure of conciliation contemplated by Section 10(F). ONLR shall have such right notwithstanding that the individual charging party has a concurrent right to sue hereunder which has not been exercised. ONLR's right to sue shall continue until such time as the individual charging party commences a Commission proceeding and, in that case, shall be revived in the event the proceeding is dismissed or concluded for reasons unrelated to the merits. Initiation of Commission proceedings by ONLR shall terminate the right to sue of an individual charging party, subject to revival of such right in the event the proceeding is dismissed or concluded for reasons unrelated to the merits. Nothing herein shall be construed as foreclosing ONLR from exercising its right to intervene in a Commission proceeding under Section 10(L).
2. ONLR Charges. ONLR shall have the right to initiate proceedings before the Commission based on the allegations of an ONLR Charge with respect to which ONLR has issued a probable determination under Section 10(E) and there has been a failure of conciliation contemplated by Section 10(F). ONLR shall have such right notwithstanding that a person claiming to be aggrieved as a result of the allegations in the ONLR Charge has a concurrent right to sue hereunder which has not been exercised. In the event an aggrieved person first initiates a Commission proceeding in an authorized manner, ONLR's right to sue shall only expire as to such person and shall revive in the event the aggrieved person's proceeding is dismissed or concluded for reasons unrelated to the merits. Nothing herein shall be construed as foreclosing ONLR from exercising its right to intervene in a Commission proceeding under Section 10(L).

J. Initiation of Commission Proceedings. Proceedings before the Commission shall be initiated upon the filing of a written complaint by a petitioner with the Commission. Complaints shall satisfy each of the following conditions:

1. The petitioner is authorized to file the Complaint under the terms and conditions prescribed by this Section 10;

2. The underlying Charge was filed within the time limits prescribed in Section 10(B)(6); and
3. The complaint was filed within 360 days following the date on which the underlying Charge was filed.

Upon motion of respondent and a showing that any one or more of the foregoing conditions has not been satisfied, the Commission shall dismiss the complaint; provided, however, that no complaint shall be dismissed under (2) above as to any allegation of a pattern of conduct or practice in violation of the Act to the extent such pattern or practice continued to persist during the time limit prescribed in Section 10(B)(6); and provided further that, in the absence of dismissal or conclusion of Commission proceedings on the merits, nothing herein shall be construed as prohibiting the refiling of a Charge alleging the same or comparable pattern or practice violations of the Act which continued to persist during the time limits prescribed in Section 10(B)(6) for refiling such Charge.

- K. Preliminary Relief. Prior to the initiation of Commission proceedings on a Charge and notwithstanding the failure to satisfy any precondition to such proceedings, either ONLR, an individual charging party or aggrieved person may, upon notice to respondent, petition the Commission for appropriate temporary or preliminary relief in the form of an injunction or other equitable remedy on the ground that prompt action is necessary to carry out the purposes of the Act, including the preservation and protection of rights thereunder. Nothing herein shall be construed as foreclosing a petition which seeks comparable relief subsequent to the commencement of Commission proceedings.
- L. Intervention in Commission Proceedings. Within three business days after the date on which any complaint, or petition pursuant to Section 10(K), is filed with the Commission, other than a complaint or petition filed by ONLR, the Commission shall cause copies thereof to be sent to the ONLR Director and the Attorney General of the Navajo Nation. ONLR shall have an unconditional right to intervene in the Commission proceeding initiated by such complaint or petition upon the timely application by motion accompanied by a pleading setting forth the claims for which intervention is sought.
- M. Confidentiality.
1. Conciliation. In the absence of written consent of the persons concerned, statements or offers of settlement made, documents provided or conduct by participants in conciliation efforts under Section 10(F) shall not be admissible in any Commission or other proceeding relating to the Charge which is the subject of conciliation, to prove liability for or invalidity of the Charge or the amount or nature of relief therefor; provided, however, that nothing herein shall be construed as requiring the exclusion of such evidence merely because it was presented in the course of conciliation if:

- (a) The evidence is otherwise discoverable; or
 - (b) The evidence is offered for another purpose, including without limitation, proving bias or prejudice of a witness, negating a contention of undue delay, or proving an effort to obstruct a criminal investigation or prosecution.
2. Charge, Records and Information. Prior to the institution of Commission proceedings thereon, and in the absence of the written consent of the persons concerned, ONLR shall not disclose as a matter of public information any Charge, response thereto, any statements or other information obtained in the course of its investigation of the Charge, except that nothing herein shall prevent earlier disclosure of such information by ONLR in its discretion:
- (a) To charging parties or their attorneys, respondents or their attorneys, witnesses or other interested persons where the disclosure is deemed by ONLR to be necessary for securing a resolution of the Charge, including appropriate relief therefor;
 - (b) To employees or representatives of the Navajo Nation or employees or representatives of federal, state or local authorities having a governmental interest in the subject matter of the Charge; or
 - (c) To persons for the purpose of publishing data derived from such information in a form which does not reveal the identity of charging parties, aggrieved persons, respondents or persons supplying the information.

Except as otherwise provided herein, any person to whom a permissible disclosure is made hereunder shall be bound to maintain the confidentiality of such information from further disclosure and shall use the information solely for the purpose for which it was disclosed.

3. Privileged Information. Neither ONLR, charging parties, aggrieved persons, respondents, witnesses or persons supplying information in connection with a Charge shall be compelled, either before or after commencement of Commission proceedings, to disclose any information which represents the opinions or conclusions formed by ONLR during the course of its investigation of a Charge, or any information which is protected by the attorney-client privilege, the informer's privilege referred to in Section 10(B)(10), or any other absolute or limited privilege recognized under the laws of the Navajo Nation. To the extent justice requires, the Commission may, balancing the rights of parties and affected persons, prohibit or limit the disclosure of any other information for good cause shown, including a showing that disclosure would impede enforcement of the Act, jeopardize rights guaranteed thereunder, or cause annoyance, embarrassment, oppression or undue burden or expense to parties or affected persons.

- N. Non-retaliation. It shall be unlawful for any employer, labor organization, joint labor-management committee involved in apprenticeship or other matters relating to employment, employment agency or other person to, directly or indirectly, take, or attempt to induce another person to take, any action adversely affecting
- (1) the terms and conditions of any person's employment or opportunities associated with such employment,
 - (2) an applicant's opportunity for employment,
 - (3) the membership of an employee or applicant for employment in a labor organization, or
 - (4) any other right, benefit, privilege or opportunity unrelated to employment, because such person has opposed an employment practice subject to this Act or has made a charge, testified, or assisted or participated in any manner in an investigation, proceeding or hearing under the Act.
- O. Service of Documents. Service of any notice, determination or other document required to be transmitted under this Section 10 shall be accomplished by personal delivery or certified mail, return receipt requested.

Section 11. HEARING

- A. The Commission shall schedule a hearing within sixty (60) days of the filing of a written complaint by a petitioner with the Commission. The hearing shall be held at a location designated by the Commission.
1. Notice: The Commission shall issue a notice of hearing. The time and place of the hearing shall be clearly described in the notice. The notice shall also set forth in clear and simple terms the nature of the alleged violations and shall state (1) the violations may be contested at a hearing before the Commission, and (2) any party may appear by counsel and cross examine adverse witnesses.
 2. Upon application by a party to the Commission, or on the Commissions' own motion, the Commission may issue subpoenas compelling the disclosure by any person evidence relevant to the complaint, including a subpoena ordering, under oath as may be appropriate:
 - (a) The attendance and testimony of witnesses;
 - (b) Responses to written interrogatories;
 - (c) The production of evidence; and
 - (d) Access to evidence for the purpose of examination and copying.
 3. The Commission is hereby authorized to administer oaths and compel attendance of any person at a hearing and to compel production of any documents.

4. In the event a party does not make an appearance on the day set for hearing or fails to comply with the rules of procedure set forth by the Commission for the conduct of hearings, the Commission is hereby authorized to enter a default determination against the non-appearing and/or noncomplying party.
- B. Burden of Proof: In any compliance review, complaint proceeding, investigation, or hearing, the burden of proof shall be upon the respondent to show compliance with the provisions of this Act by clear and convincing evidence.
- C. Hearing: The Commission shall conduct the hearing in a fair and orderly manner and extend to all parties the right to be heard.
1. The Commission shall not be bound by any formal rules of evidence.
 2. The respondent shall have the opportunity to answer the complaint and the parties shall have the right to legal counsel, present witnesses, and cross-examine adverse witnesses.
 3. The Commission shall issue its decision by a majority vote of a quorum present and shall be signed by the Chairman of the Commission.
 4. Copies of the decision shall be sent to all parties of record in the proceeding by certified mail, return receipt.
 5. The proceeding shall be recorded. Any party may request a transcript of the proceeding at their own expense.
 6. The decision of the Commission shall be final with a right of appeal only on questions of law to the Navajo Nation Supreme Court.

Section 12. REMEDIES AND SANCTIONS

- A. If, following notice and hearing, the Commission finds that respondent has violated the Act, the Commission shall:
1. Issue one or more remedial orders, including without limitation, directed hiring, reinstatement, displacement of non-Navajo employees, backpay, frontpay, injunctive relief, mandated corrective action to cure the violation within a reasonable period of time, and/or, upon a finding of intentional violation, imposition of civil fines; provided that liability for backpay or other forms of compensatory damages shall not accrue from a date more than two years prior to the date of filing of the Charge which is the basis for the complaint.
 2. In the case of an individual suit initiated pursuant to Section 10(H) award costs and attorneys' fees if the respondent's position was not substantially justified.

3. Refer matters involving respondent contracts, agreements, leases and permits to the Navajo Nation Attorney General for appropriate action.
- B. In the absence of a showing of good cause thereof, if any party to a proceeding under this Act fails to comply with a subpoena or order issued by the Commission, the Commission may impose such sanctions as are just, including without limitation any one or more of the following:
- (1) In the case of noncompliance with a subpoena of documents or witnesses:
 - (a) An order that the matters regarding which the subpoena was issued or any other designated facts shall be deemed established for the purposes of the proceeding and in accordance with the claim of the party obtaining the order;
 - (b) An order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting that party from introducing designated matters in evidence;
 - (c) An order striking pleadings or parts thereof, or staying further proceedings until the subpoena is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party.
 - (2) In the case of noncompliance by a party or nonparty with a Commission subpoena of documents or witnesses or with any other order of the Commission:
 - (a) An order holding the disobedient person in contempt of the Commission and imposing appropriate sanctions therefor, including a civil fine;
 - (b) An order directing the disobedient person to pay the reasonable costs and/or attorney's fees caused by the noncompliance.
- C. The person or party in whose favor a Commission's decision providing for remedial action is entered shall have the right to seek legal and/or equitable relief in the District Courts of the Navajo Nation to enforce the remedial action; provided that the Commission itself shall have the right to seek legal and/or equitable relief in the District Courts of the Navajo Nation to enforce civil fines or sanctions imposed by the Commission against a person or party. In both instances the Attorney General of the Navajo Nation shall have an unconditional right to intervene on behalf of the Navajo Nation. Any attempted enforcement of a Commission order or decision directing payment of money by the Navajo Nation or any of its governmental entities shall, with respect to the extent of any liability be governed by the Navajo Sovereign Immunity Act, 1 N.T.C. §§351 et seq., as amended.

Section 13. APPEAL AND STAY OF EXECUTION

- A. Any party may appeal a decision of the Commission to the Navajo Nation Supreme Court by lodging a written notice of appeal, in the form prescribed by the Navajo Rules of Civil Appellate Procedure and within ten (10) days after receipt of the Commission's decision.
- B. In the absence of a stipulation by the parties approved by the Commission, a stay of execution of the decision from which the appeal is taken shall only be granted upon written application of the appellant to the Commission and an opportunity for response by appellee. The application for a stay shall be filed within the period prescribed for appeal in Subsection (A) hereof. No stay shall be issued unless the appellant presents a clear and convincing showing that each of the following requirements has been satisfied:
1. Appellant is likely to prevail on the merits of the appeal;
 2. Appellant will be irreparably harmed in the absence of a stay;
 3. Appellee and interested persons will not be substantially harmed by a stay;
 4. The public interest will be served by a stay; and
 5. An appeal bond or other security, in the amount and upon the terms prescribed by Subsection (C) below, has been filed with and approved by the Commission; provided that no appeal bond shall be required of ONLR, the Navajo Nation or any governmental agency or enterprise of the Navajo Nation.
- C. The appeal bond shall be issued by a duly authorized and responsible surety which shall obligate itself to pay to appellee, or any other person in whose favor an award is made by the Commission decision, the amounts specified or described in the bond upon conclusion of the appeal and failure of appellant, following written demand by appellee, to satisfy the foregoing obligations. The amount or nature of liability assumed by the surety shall be specified in the bond and shall include:
1. The total amount of all monetary awards made in the Commission decision, together with such interest thereon as may be prescribed in the Commission's decision;
 2. Costs of appeal and attorneys' fees incurred by appellee in defending the appeal and which may be awarded to appellee by the Navajo Nation Supreme Court;

3. Damages sustained by appellee or other recipients of a Commission award for delay in satisfaction of the Commission decision caused by the appeal; and
4. Such other amount or liability reasonably required to be secured to protect the interests of the appellee or other award recipients.

The bond shall provide that the surety submits to the jurisdiction of the Commission and the Courts of the Navajo Nation, and irrevocably appoints the Commission as the surety's agent upon whom any papers affecting the surety's liability on the bond may be served. The surety's liability may be enforced on motion of the appellee filed with the Commission, with copies thereof served on the surety and appellant.

In lieu of posting an appeal bond, appellant may, with the approval of the Commission, post a cash bond and undertaking in the amount and upon the terms which are required above with respect to an appeal bond.

No appeal bond or cash bond and undertaking, nor the liabilities of the surety or appellant thereunder, shall be exonerated or released until all amounts and liabilities prescribed therein have been fully paid and satisfied.

- D. Within three business days following the filing with the Navajo Nation Supreme Court of any appeal from a Commission proceeding, the Clerk of such Court shall, in all cases other than those in which ONLR is not either the appellant or appellee, cause copies of the notice of appeal and all other documents filed in connection therewith to be sent to the ONLR Director and the Attorney General of the Navajo Nation. ONLR shall have an unconditional right to intervene and participate as amicus in the appeal proceedings upon timely application therefor by motion lodged with the Navajo Nation Supreme Court. ONLR's right of participation shall be coextensive with that of the parties to the appeal, including the rights to file opening, answering and reply briefs, and the right to present oral argument to the Court.

Section 14. NON-NAVAJO SPOUSES

- A. When a non-Navajo is legally married to a Navajo, he or she shall be entitled to preference in employment under the Act. Proof of marriage by a valid marriage certificate shall be required. In addition such non-Navajo spouse shall be required to have resided within the territorial jurisdiction of the Navajo Nation for a continuous one-year period immediately preceding the application for Navajo preference consideration.

- B. Upon meeting the above requirements, such consideration shall be limited to preference in employment where the spouse would normally be in a pool of non-Navajo workers. In this instance, Navajo preference would place the non-Navajo spouse in the applicant pool of Navajos for consideration. However, preference priority shall still be given to all Navajo applicants who meet the necessary job qualifications within that pool.
- C. Non-Navajo spouses having a right to secondary preference under this Section shall also have and enjoy all other employment rights granted to Navajos under the Act, it being understood that Navajos retain a priority right with respect to provisions of the Act concerning preferential treatment in employment opportunities.

Section 15. LIE-DETECTOR TEST

- A. No person, shall request or require any employee or prospective employee to submit to, or take a polygraph examination as a condition of obtaining employment or of continuing employment or discharge or discipline in any manner an employee for failing, refusing, or declining to submit to or take a polygraph examination.
- B. For purposes of this section, "polygraph" means any mechanical or electrical instrument or device of any type used or allegedly used to examine, test, or question individuals for the purpose of determining truthfulness. This provision shall not apply to federal or state government employees.

Section 16. RULES AND REGULATIONS

Human Services Committee of the Navajo Nation Council is hereby delegated the authority to promulgate rules and regulations necessary for the enforcement and implementation of the provisions of this Act. The Commission is hereby delegated the authority to adopt and implement, on its own initiative and without any approval, rules of procedure and practice governing the conduct of proceedings under Section 11 of the Act; provided only that such rules are consistent with the provisions of the Act.

Section 17. ALL PRIOR INCONSISTENT LAW IS REPEALED

All prior Tribal laws, rules, regulations, and provisions of the Navajo Tribal Code previously adopted which are inconsistent with this Act are hereby repealed.

Section 18. EFFECTIVE DATE AND AMENDMENT OF THE ACT

- A. The effective date of this Act shall be 60 days after the passage of the Act by the Navajo Nation Council and shall remain in effect until amended or repealed by the Navajo Nation Council.
- B. Any amendment or repeal of the Act shall only be effective upon approval of the Navajo Nation Council, and shall not be valid if it has the effect of amending,

modifying, limiting, expanding or waiving the Act for the benefit or to the detriment of a particular person.

- C. Any amendment to the Act, unless the amendment expressly states otherwise, shall be effective 60 days after the passage thereof by the Navajo Nation Council.
- D. The time limits prescribed in Section 10 relating to filing a Charge and subsequent proceedings thereon were added by amendment adopted by the Navajo Nation Council subsequent to the effective date of the original Act. Notwithstanding an actual accrual date for any alleged violation of the Act which is prior to the effective date of the amendment which added the time limits in Section 10 hereof, such alleged violation shall be deemed to accrue on the effective date of the foregoing amendment for purposes of all time limits set forth in Section 10.

Section 19. SEVERABILITY OF THE ACT

If any provision of this Act or the application thereof to any person, association, entity or circumstances is held invalid, such invalidity shall not affect the remaining provisions or applications thereof.

NAVAJO PREFERENCE IN EMPLOYMENT ACT

NPEA ORIENTATION
Check List

<u>INITIAL</u>	<u>EXHIBIT</u>	<u>DESCRIPTION</u>
_____	(A)	<u>Navajo Preference in Employment Act</u> (information) <ul style="list-style-type: none">- NPEA Requirement Letter- <u>Navajo Preference in Employment Act</u> Poster
_____	(B)	Office of Navajo Labor Relations (information) <ul style="list-style-type: none">- ONLR Office w/ Staffs
_____	(C)	Start New Workers Out Right
_____	(D)	Manpower Projection Report
_____	(E)	List of All Subcontractors
_____	(F)	Job Description – Non-Discriminatory
_____	(G)	Newspaper and Radio Station Advertisement <ul style="list-style-type: none">- Navajo Preference Statement- Job Services
_____	(H)	Affirmative Action Regulation
_____	(I)	Notification for use of non-Navajo <ul style="list-style-type: none">- Employer Interview Report- Justification
_____	(J)	Conditions for Employment Expressed to Applicant – Orientation on Employer Policies
_____	(K)	Written Notification for any Employee Action
_____	(L)	Weekly Manpower Reports
_____	(M)	Weekly Certified Payroll Reports
_____	(N)	Contractors/Subcontractor's Reports <ul style="list-style-type: none">- Construction Progress Report (bi-weekly)- Project Completion Report
_____	(O)	Wage Rates Decision No.: _____

Company Name (**please print**)

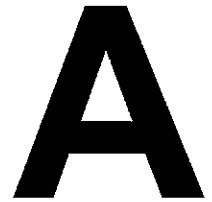
Company Representative – Name and Title (**please print**)

Company Representative Signature

Project Name and Location

OFFICE OF NAVAJO LABOR RELATIONS

NAVAJO PREFERENCE IN EMPLOYMENT ACT



PACKET INCLUDES:

Forms and Information

1. Employer Interviews Report.
2. "Start New Workers Out Right" sheet.
3. Navajo Preference in Employment Act Poster – **Post at Job Site.**
4. Contractor/Subcontractor's Manpower Projection Report.
5. Weekly Manpower Reports.
6. Weekly Certified Payroll Reports.
7. Project Completion Report Form.

The ONLR strongly recommends that all contractors use apprentices or trainees as well as female applicants on the project. Interested parties should call the ONLR for more information. The ONLR strongly recommends that contractors make every effort to recruit and hire Navajos (see NPEA, Section 4.A.(1.) and Section 4.B.(6.)).

Contractors found in non-compliance of the NPEA shall be notified by the ONLR. Attempts will be made to resolve disputes or discrepancies informally. If no resolution can be reached, the ONLR will take whatever administrative action(s) or remedies necessary. Should this occur, the contractor will be notified in writing. If no response is received by the specified date, the ONLR will proceed with other actions including filing an ONLR Charge.

Contractors are responsible for hiring Navajo workers. All contractors are required to advertise in the area using a radio station and newspaper including the Navajo Preference Statement in the advertisement. Contractors will advertise vacancies 7–10 days.

1. Contractor(s) or subcontractor(s) shall provide a detailed job summary or description, along with wage rates or salary, for all or any position considered "specialized" by the employer.
2. The contractor and its subcontractor(s) shall retain the right to reject any job applicants; however, if the contractor or its subcontractor(s) is unable to recruit or hire Navajo, the contractor shall have:
 - (a) the burden to justify the rejection of every Navajo applicant in each employee craft or category in which the contractor or its subcontractor(s) was unable to meet its requirements; and
 - (b) the burden of substantiating the criteria used in hiring such employee craft on category as relevant to the job being performed.

Navajo Occupational Safety and Health Administration (NOSHA) monitor all construction activities on the Navajo Nation. Any questions or assistance regarding safety issues, NOSHA can be contacted at (928) 871-6824.

At least **two weeks prior to completion of project**, the contractor shall complete the Project Completion Report form and submit to the ONLR (the form is provided in this packet).

PLEASE CALL IF THERE ARE ANY QUESTIONS OR CONCERNS. THANK YOU.

DATE

CHRONO

Name; Title
Company Name
Mailing Address
City, State, Zip Code

***RE: Project Name
NPEA Requirement Letter***

Dear Mr./Ms.:

Thank-you for contacting our office regarding your upcoming project.

Enclosed is the NPEA Requirement Letter along with the NPEA Orientation Checklist.

If you have any other questions, please call our office at (928) 871-6800.

Sincerely,

Name, Labor Compliance Officer
Office of Navajo Labor Relations
DIVISION OF HUMAN RESOURCES

*cc: Window Rock ONLR
Chrono File*

ATTACHMENT

Date

CHRONO

Name

Company

Address

City, State, Zip Code

RE: NPEA REQUIREMENT LETTER

Dear Mr./Ms.:

The Office of Navajo Labor Relations ("ONLR") monitors construction projects on the Navajo Nation to ensure all contractors and/or subcontractors comply with the Navajo Preference in Employment Act ("NPEA"). The requirements are as follows:

- A. Give preference in employment to enrolled members of the Navajo Nation:
 - 1. Advertise all job vacancies in at least one newspaper and radio station serving the Navajo Nation. Note: All job announcements and advertisements shall specify a Navajo employment preference statement.
- B. Establish written necessary qualifications/job descriptions for each employment position in their work force, a copy of which shall be provided to applicants or candidates at the time they express an interest in such position.
- C. Use non-discriminatory job qualifications and selection criteria in employment. Any Navajo applicant or candidate who demonstrates the necessary qualifications for an employment position:
 - 1. Is to be selected by the employer in the case of hiring, promotion, transfer, upgrading, recall and other employment opportunities with respect to such position;
 - 2. To be retained by the employer in the case of the reduction-in-force affecting such class of positions until all non-Navajos employed in that class of position are laid off; and

3. Among a pool of applicants or candidates who are solely Navajos, the Navajo with the best qualifications is to be selected or retained.
- D. Provide a fringe benefit plan that does not discriminate against Navajos in terms of coverage due to Navajo cultural or religious traditions or beliefs.
- E. File with the ONLR a written Navajo Affirmative Action Plan (Program). An employer-sponsored cross-cultural program shall be an essential part of the affirmative action plans required by the NPEA. Such program shall primarily focus on the education of non-Navajo employees, including management and supervisory personnel, regarding the cultural and religious traditions or beliefs of Navajos, and their relationships to the development of employment policies that accommodate such traditions and beliefs.
- F. Maintain a safe and clean working environment free of prejudice, intimidation, and harassment.
- G. Not penalize, discipline, discharge, nor take any adverse action against any employee without a written notice showing just cause. This notice shall be given to the employee at the time of the adverse action.
- H. Post in a conspicuous place on its premises, a Navajo preference policy notice.
- I. For each Contractor/Subcontractor to be utilized on the project, the ONLR will require the following information:
 1. Contractor/Subcontractor Manpower Projection Report. A list of all classifications and number of workers that will be required. This shall be submitted two weeks before start of work.
 2. Job Description for each classification, listing experience, tool requirements, etc.
 3. Name of Individual who will conduct the interview and hiring.
 4. Employer Interview Report shall be submitted with the first certified payroll report.
 5. Weekly Manpower Report shall be submitted with each week's certified payroll report.

NPEA Requirement Letter
Page Three

6. Certified Payroll Report shall be submitted with each week's manpower report.
7. Navajo Affirmative Action Program shall be submitted two weeks before start of work.
8. Location of office(s) and telephone number(s) of contractors/subcontractors.
9. Name of Individual designated as contact person at the job site.
10. List of Key Personnel the contractor anticipates on bringing to the job site. These positions are usually the project superintendent and/or an individual with signatory authority. The contractors and/or subcontractors will be required to justify other positions not normally considered "key" personnel.
11. Job Summary and Duration of the Project.

The ONLR will provide an overview of NPEA requirements and in-depth orientation for all contractors. If you have any questions, call our office at (928) 871-6800.

Sincerely,

Name, Labor Compliance Officer
Office of Navajo Labor Relations
DIVISION OF HUMAN RESOURCES

cc: Window Rock ONLR
Project/Chrono File

NOTICE OF THE NAVAJO PREFERENCE IN EMPLOYMENT ACT

Employers must post this notice in a conspicuous place on its premises where notices to employees and job applicants are customarily posted.

Title 15, N.T.C., Chapter 7 requires that all employers doing business within the boundaries of the Navajo Nation or engaged in any contracts with the Navajo Nation, shall give preference in employment to enrolled members of the Navajo Nation, and submit an affirmative action program.

Navajo Preference in Employment Act ("NPEA") applies to:

- | | | | |
|-------------|----------------------|-------------|---------------|
| o Hiring | o Termination | o Transfers | o Recalls |
| o Promotion | o Reduction-in-force | o Training | o Recruitment |
-

NPEA requires employers doing business within the territorial jurisdiction of the Navajo Nation to:

- Provide applicant with written job descriptions.
- Provide training to enhance the skills of Navajo Employees.
- Not discipline or discharge Navajo employees without just cause and written notification.
- Provide a work place free of prejudice, intimidation and harassment.
- Pay established Prevailing Wages for construction work.
- Provide Navajo Affirmative Action Program to employ Navajos in all job classifications including supervisory and management positions.

The ONLR requires employers to receive a NPEA orientation prior to commencing work on the Navajo Nation.

If you think your rights have been violated or see other possible violations of the Navajo Preference, call or write to the Office of Navajo Labor Relations for more information.

OFFICE OF NAVAJO LABOR RELATIONS

Post Office Drawer 1943
Window Rock, Arizona 86515
Phone: (928) 871-6800/6801
Facsimile: (928) 871-7088

Post Office Box 1704
Shiprock, New Mexico 87420
Phone: (505) 368-1142
Facsimile: (505) 368-1145



Post Office Box 2660
Chinle, Arizona 86503
Phone: (928) 674-2214
Facsimile: (928) 674-2216

Post Office Box 733
Tuba City, Arizona 86045
Phone: (928) 283-3100
Facsimile: (928) 283-3107

Post Office Box 550
Kayenta, Arizona 86033
Phone: (928) 697-5645
Facsimile: (928) 697-5647

NOTE: Copies of the Navajo Preference in Employment Act are available at any of the above

OFFICE OF NAVAJO LABOR RELATIONS



The purpose of the Office of Navajo Labor Relations is as follows:

- A. To monitor and enforce the NAVAJO PREFERENCE IN EMPLOYMENT ACT (NPEA), Title 15, NNC, Chapter 7.
- B. To implement and carry out the labor policies of the Navajo Nation as established by the Navajo Nation Council.
- C. To act as administrative agency for matter relating to employment preference in hiring, recruitment, promotion, lay-off, termination, transfer and other areas of employment.
- D. To gather information from employers, employees, labor organization and governmental agencies relating to employment, compensation and working conditions.
- E. To recommend and propose policies, rules, regulations, specific Navajo Preference Plans to Human Services Committee of the Navajo Nation Council.

Window Rock/Fort Defiance, AZ

Post Office Drawer 1943
Window Rock, Arizona 86515
Telephone: (928) 871-6800/6801
Fax: (928) 871-7088

Shiprock, NM

Post Office Box 1704
Shiprock, New Mexico 87420
Telephone: (505) 368-1142
Fax: (505) 368-1145

Kayenta, AZ

Post Office Box 550
Kayenta, Arizona 86033
Telephone: (928) 697-5645
Fax: (928) 697-5647

Chinle, AZ

Post Office Box 2660
Chinle, Arizona 86503
Telephone: (928) 645-2214
Fax: (928) 645-2216

Tuba City, AZ

Post Office Box 733
Tuba City, Arizona 86045
Telephone: (928) 283-3100
Fax: (928) 283-3107

Office of Navajo Labor Relations

ADMINISTRATION OFFICE:

Post Office Drawer 1943
Window Rock, Arizona 86515
Telephone: (928) 871-6800
Fax: (928) 871-7088

PHYSICAL ADDRESS:

W008-222 Doublewide Trailer
Morgan Blvd.
Window Rock, Arizona 86515

STAFF:

Reynold R. Lee , <i>Director</i> ; reynoldrlee@navajo.org	(928) 871-6800/6801
Carletta Benally , <i>Administrative Assistant</i>	(928) 871-6801
Eugene Kirk , <i>Labor Compliance Officer</i> ; eugenekirk@navajo.org	(928) 871-6800/6801
Gililand Damon , <i>Labor Compliance Officer</i> ; gililanddamon@navajo.org	(928) 871-6800/6801
Michael Armijo , <i>Construction Employment Analyst</i> ; mikearmijo@yahoo.com	(928) 871-6800/6801
Valara James , <i>Office Assistant</i> ; valara_lola@yahoo.com	(928) 871-6800

Shiprock Sub-Office:

John P. Wilson, *Labor Compliance Officer*
Georgina Howe, *Office Assistant*
Post Office Box 1704
Shiprock, New Mexico 87420
Phone: (505) 368-1143
Fax: (505) 368-1145

Physical Location:

Northwest of Tse Bit'ai Shopping Center
First Trailer East of Hogan.

Kayenta Sub-Office:

Delight Butler, *Labor Compliance Officer*
Tanisha Nez, *Office Assistant*
Post Office Box 550
Kayenta, Arizona 86033
Phone: (928) 697-5645
Fax: (928) 697-5647

Physical Location:

Kayenta Chapter House

Chinle Sub-Office:

Harrison Bia, *Labor Compliance Officer*
Norma Horton, *Office Assistant*
Post Office Box 2660
Chinle, Arizona 86503
Phone: (928) 674-2214
Fax: (928) 674-2216

Physical Location:

Navajo Nation Government Offices
West of Chinle Chapter House.

Tuba City Sub-Office:

Vacant, *Labor Compliance Officer*
Mary L. Bracker, *Office Assistant*
Post Office Box 733
Tuba City, Arizona 86045
Phone: (928) 283-3100
Fax: (928) 283-3107

Physical Location:

Located on East Side of TCCC
Right next to Coalmine Sub-office.

START NEW WORKERS OUT RIGHT



EXECUTIVE SUMMARY

The safer construction top-management, project-management and foreman give more orientation to their workers new to the job than less safe managers. Research proves that attention to new workers is a key characteristic of safe, productive management. This information shows:

WHY orientating workers increases profits.

HOW to develop a new workers program tailored to your company.

WHY NEW WORKERS PROGRAM INCREASES PROFITS

The facts show that construction companies which are putting their workers right to work without any orientation are spending needless dollars for accident costs, lost time, damaged materials and machinery, etc. These new workers are the ones who are having the accidents, accidents, which cost thousands in workers compensation costs.

The common construction practice of putting new workers directly on the job with no orientation is creating a very high accident rate for workers in their first few days and weeks on the job.

For most construction companies, it is their new workers – no matter how experienced they are – who are having the accidents. And these accidents are costing company profits.

Accidents to new workers can be substantially reduced by an orientation for employees new to the job. The investment of time to start a new worker out right will be repaid many times over when that worker works safely and does not have an accident.

Every accident creates many costs for your company. Insurance costs are one of the major costs. A recent study by Prof. Raymond Levitt of Stanford University, of 23 construction firms engaged in highway, heavy building, industrial and specialty trade construction found that companies with formal safety orientation programs for all new hires had an average insurance modification rates, 25% lower than their competitors who did not have any such programs. These reduced costs give a distinct advantage in the bidding process and allow for greater profits. Beyond these obvious costs yet equally important, is the fact that accidents have a very adverse impact on project morale and company reputation.

Orientation will pay off by reducing accidents. Few accidents mean more profits.

HOW TO DEVELOP YOUR COMPANY'S ORIENTATION PROGRAM

A successful company orientation program includes all new workers regardless of the number of years worked in the industry. It covers every worker new to the company, new to a particular job site or only new to a crew. This means that your new worker program needs three parts – each important.

1. Top management communication to new worker of company, commitments on safety, health, and expectations for each employee.
2. Project management orientation, including the special requirements for each project.
3. Foreman orientation to job and crew.

The worker who is new to the company is also new to the project and to the crew. Such people need the most orientation. They are unfamiliar with company policies and procedures. They are unfamiliar with job site conditions. They are unfamiliar with superintendents, foremen and fellow employees. They feel that they must prove themselves to the company, the superintendent, the foreman, and their fellow workers and to themselves.

Safety orientation, however, cannot stop with them. All employees, even those with company seniority, should receive safety orientation every time they are transferred to a new job site or crew. The particular organization and layout of the work and therefore the particular safety hazards at the job site are as unfamiliar to them as to a brand new employee. On many sites, even when there is no turnover in crews on the job, conditions change so much during the course of the job that all site employees need constant update orientation. Very productive safe superintendents stop their project workers for briefing sessions every time the work changes.

TOP MANAGEMENT'S ROLE IN ORIENTATION

Your company needs to develop two programs:

1. A New Worker Orientation-to-the-Company Program.
2. A Management Training System to Insure Project and Crew Level Orientation.

ESSENTIALS OF A COMPANY ORIENTATION PROGRAM

Your company program must be developed by upper management to suit the company. After a program is implemented, it needs to be reviewed and updated to guarantee that it is functioning as designed. The type of work and number of employees will govern the extent and formality of each company's program.

NEW WORKER ACTION STEPS:

Everyone new to your crew (no matter how experienced) is a new worker

1. Ask about last job.
2. Describe the new job.
3. Show worker around site; point out hazards.
4. Introduce worker to others
5. Describe your rules.
6. Give worker a test run on tools and equipment.
7. Keep an eye on the new worker during the first few days.
8. Check back to see how the worker is coming along.

Foremen and superintendents will be more willing to spend the necessary time on a new worker orientation if they are held accountable for accidents as part of their supervisory responsibilities.

START NEW WORKERS OUT RIGHT is only the first part of the **SAFER** program. The greatest reduction in accidents and the greatest increase in savings will result from combining orientation with the other four basic points of the safer program.

1. Account for all accidents – so foremen and supervisors know that safety is an important part of their job performance.
2. Foremen and Managers plan safety into each job so the safety is an integral part of job operations.
3. Every week a toolbox/tailgate meeting is held so that what the new worker hears and learns in orientation is constantly backed up and emphasized.
4. Reinforce safe performance so that the new workers and all the others realize that foremen, supervisors, and the companies back their interest in safety with recognition of those who do a good job on safety.

Your company's program should also include:

1. An introductory letter to each employee from the company president welcoming the new worker, emphasizing the importance of safety to the company and to the president, and describing the worker's responsibility to help maintain a safe working environment.
2. A Company Safety Practices handbook issued to each new worker, which spells out the particular rules and requirements of your company.

In addition, there are a number of additional methods which construction companies have used successfully such as audio-visual presentations (films, slides, videotapes) to be viewed by each worker covering company safety policy, new employees checklists which are read by the employee before the worker begins work and which require the employee's signature of the compliance on their employment application, short booklets describing company project information, and company procedures including workweek, absentee and pay procedures, rules on safety and other basic company policies.

THE COMPANY PLANS FOR JOB SUPERINTENDENT AND FOREMAN ORIENTATION

While a company orientation program developed from the elements just described is effective in reducing accidents and accident costs, even more effective is company program combined with a strong program on the project and crew level. The most effective orientation programs depend upon the key personnel directly in contact with the new worker. The superintendent and foreman are committed to orientating the new hire.

The job superintendent has two responsibilities for orientation. First, he must communicate a project-wide commitment to safety and a continuing awareness and involvement in safety performances as well as productivity and quality. Secondly, he must be certain that the foremen understand the importance of orientation and are trained to carry it out properly. The superintendent should also take an active interest in the new worker, ensuring that the necessary safety information has been provided and that the new worker is adjusting well to the job.

The foreman is typically the most closely involved with the new worker and thus is a critical person in the orientation process. The company should expect the foreman to spend sufficient time with the new worker to start the new worker out right. Foremen who save their company money and their crewmembers' personal and economic loss by orienting their new crewmembers have well-developed methods for starting a new worker. These methods can be taught successfully to other foremen. Stanford Construction Safety Management Safety and Health Project have developed a foreman pocket card listing the new worker action steps. This card reminds the foremen what to do.

IMPORTANT NOTICE: Contractor to
Complete and return this form to ONLR
PRIOR to start of work.

D

SAMPLE
(Use Company Letterhead)

CONTRACTOR/SUBCONTRACTOR'S MANPOWER PROJECTION REPORT

CONTRACTOR: _____ DATE: _____

PROJECT: _____ LOCATION: _____

ANTICIPATED START DATE: _____ END DATE: _____

<u>CRAFT</u>	<u>NUMBER REQUIRED</u>	<u>REMARKS</u>	<u>CRAFT</u>	<u>NUMBER REQUIRED</u>	<u>REMARKS</u>
Carpenter	_____	_____	Cement Finisher	_____	_____
Electrician	_____	_____	Boilermaker	_____	_____
Laborer	_____	_____	Bricklayer	_____	_____
Drywall Installer/ Taper	_____	_____	Equipment Operator	_____	_____
Pipefitter	_____	_____	Truck Driver	_____	_____
Plumber	_____	_____	Ironworker	_____	_____
Roofer	_____	_____	Painter	_____	_____
Insulator	_____	_____	Soft Tile Setter	_____	_____
Millwright	_____	_____	Sheet Metal Worker	_____	_____
_____	_____	_____	_____	_____	_____

(Note: any special qualifications, i.e., 125-Ton Crane Operator, Testing Requirements, Journeyman or Apprenticeship/Trainee, etc.):

Important Notice: All Contractors
having subcontractors shall submit a
sub-contractor listing, which shall
include the name and address of each
subcontractor, telephone number and
contact person.

Name: _____
(Authorized Company Representative & Title) **PRINTED**

Signature: _____

Original to:

Office of Navajo Labor Relations
ATTN: John P. Wilson, LCO
Post Office Drawer 1704
Shiprock, New Mexico 87420

Copy to:

Office of Navajo Labor Relations
ATTN: Michael Armijo, CEA
Post Office Drawer 1943
Window Rock, Arizona 86515

SUBCONTRACTORS LISTING

E

Information Required:

1. Name and addresses of all subcontractors. Include telephone numbers.
2. Name and title of company representative.
3. Brief description of what type of work the subcontractor will perform.
4. A Manpower Projection is required prior to start of work. Projected start and end date should be noted.

NOTE: A pre-construction conference is required **BEFORE** any work is started. It is the subcontractor's responsibility to contact ONLR to arrange for a separate meeting before any work begins.

JOB DESCRIPTION

F

1. Brief description or narrative picture of the job that highlights its general characteristics. The job summary should provide enough information stating the major functions and activities.
2. Avoid using ambiguous words, or those that leave themselves open to a number of possible interpretations.
3. Avoid using technical words unless you are sure they will be easily understood. If you must use them anyway, explain.
4. All employers (contractors and subcontractors) shall use non-discriminatory job qualification and selection criteria in employment.
5. Job descriptions shall contain those job-related qualifications which are essential to the performance of the basic responsibilities designated for each employment position, including any essential qualification concerning education, training and job-related experience, but excluding any qualifications relating to ability or aptitude to perform responsibilities in other employment positions. Demonstrated ability to perform essential and basic responsibilities shall be deemed satisfaction of "necessary qualifications".

NOTE: A copy of a job description shall be provided to the applicants or candidates at the time they express an interest in such position (15 NNC 604.D.).

RADIO STATIONS



KNDN RADIO STATION

1515 West Main Street
Farmington, New Mexico 87401
Telephone: (505) 325-1996
Fax: (505) 327-2019

KTNN RADIO STATION

Post Office Box 2569
Window Rock, Arizona 86515
Telephone: (928) 871-2582
Fax: (928) 871-3479

NEWSPAPER

DAILY TIMES

Post Office Box 450
Farmington, New Mexico 87499
Telephone: (505) 325-4545
Fax: (505) 564-4567

NAVAJO TIMES

Post Office Box 310
Window Rock, Arizona 86515
Telephone: (928) 871-6641
Fax: (928) 871-6409

GALLUP INDEPENDENT

Post Office Box 1210
Gallup, New Mexico 87305
Telephone: (505) 863-6811
Fax: (505) 722-5750

NAVAJO/HOPI OBSERVER

2224 East Cedar Avenue
Flagstaff, Arizona 86004
Telephone: (928) 226-9696
Fax: (928) 226-1115

NAVAJO PREFERENCE STATEMENT

NPEA Section 4(B). Specific Requirements for Navajo Preference

1. "All employers shall include and specify a Navajo employment preference policy statement in all job announcements and advertisements and employer policies covered by this Act".

JOB SERVICE

New Mexico Dept. of Labor

2020 E. Aztec
Gallup, New Mexico 87301
(505) 863-3884/Fax: (505) 863-3493

AZ Workforce Connection

Post Office Box 3565
Window Rock, Arizona 86515
(928) 871-4131/Fax: (928) 871-4130

New Mexico Dept. of Labor

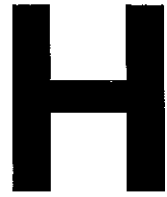
600 W. Arrington
Farmington, New Mexico 87401
(505) 327-6126/Fax: (505) 326-6006

Dept. of Economic Security Adm.

Post Office Box 130
Tuba City, Arizona 86045
(928) 283-5201/Fax: (928) 283-4435

NPEA Section 4(B)(5): "All employers shall utilize Navajo Nation employment sources and job services for employee recruitment and referrals; provided, however, that employers do not have the foregoing obligations in the event a Navajo is selected for the employment who is a current employee of the employer."

AFFIRMATIVE ACTION REGULATIONS



I. INTRODUCTION

- A. Pursuant to the *Navajo Preference in Employment Act* ("NPEA"), "all employers doing business within the territorial jurisdiction of the Navajo Nation, or engaged in any contract with the Navajo Nation shall give preference in employment to Navajos. Preference in employment shall include specific Navajo affirmative action plans and timetables for all phases of employment to achieve the tribal goals of employing Navajos in all job classifications including supervisory and management positions."

II. POLICY STATEMENT

- A. The employer's policy statement shall indicate the Owner/Chief Executive Officer's position on the subject matters; assign overall responsibility, reporting and monitoring procedure. Specific items to be mentioned, should include, but are not limited to:
1. Providing employment and training opportunities for Navajo workers, including supervisory and management positions.
 2. Employment decisions and personnel actions shall be based on the principles, intent and purposes of the *Navajo Preference in Employment Act* ("NPEA").

III. APPOINTMENT OF A MANAGEMENT OFFICIAL TO IMPLEMENT NAVAJO AFFIRMATIVE ACTION PROGRAM

- A. A management official who has decision-making authority shall be appointed to implement and monitor the Affirmative Action Plan Program. His/Her responsibility will include, but are not limited to the following:
1. Developing Navajo Affirmative Action Plan Program, policy statement, goals and objectives, and internal and external communication procedures.
 2. Identifying and/or assisting in the identification of problem areas in Section V.D.
 3. Determining and implementing corrective solution(s) identified under Section V.D. with the assistance of line supervisors.
 4. Designing and implementing audit and reporting systems that will:
 - a. Measure effectiveness of the employer's program.

- b. Indicate and determine the need for remedial action(s).
 - c. Determine the degree to which the employer's goal and objectives have been accomplished.
- 5. Serve as liaison between the employer and the Office of Navajo Labor Relations ("ONLR").

IV. ESTABLISHMENT OF GOALS AND TIMELINES

- A. The goals and timelines developed by the employers should be attainable based on analysis of the following:
 - 1. All positions/classifications currently held by non-Navajos.
 - 2. Qualifications required by the positions/classifications.
 - 3. Timelines for Navajo worker(s) to obtain qualifications for positions/classification(s) held by non-Navajos, and
 - 4. Identification of resources internally and externally to implement the plan.

V. WORKFORCE ANALYSIS

- A. The affirmative action plan should contain a workforce analysis, defined as a listing of each job title as it appears in applicable collective bargaining agreements or payroll records ranked from the lowest paid to the highest paid within each department or organizational unit including mid-management and top-management. Lines of progression for each unit or department must be identified through which employees could move upward. Where there are no formal progression lines or lines or usual promotional sequences, job titles should be listed in order of wages/salary ranges.
- B. An analysis of all positions/classifications of the employer, should be included, with explanation if Navajos are currently being under-utilized in any positions/classifications, "Under-utilization" is defined as having a fewer Navajos in any position/classification than would be expected by the availability of qualified Navajo workers.
- C. An in-depth analysis of the following shall be made:
 - 1. Composition of Navajo and non-Navajo employees by positions/classifications.
 - 2. Composition of applicant flow of Navajos and non-Navajos.
 - 3. Selection process including recruitment, job descriptions, interview criteria, written tests and final selection.

4. Retention, promotion, transfer, reduction in force and recall.
 5. Apprenticeship program/trainings.
 6. Company training – formal and informal.
- D. If any of the following are identified in the analysis, a plan of corrective action must be established immediately:
1. An under-utilization of Navajo employees.
 2. Vertical movement of Navajos occurs at a lesser rate than that of non-Navajos.
 3. The selection process eliminates a significantly higher percentage of Navajos than non-Navajos.
 4. Position/job descriptions are inaccurate in relation to actual duties and function.
 5. Testing and/or test forms having adverse impact at a higher rate on Navajos than non-Navajos.
 6. Non-support of the company's affirmative action policy by employees' supervisors or managers.
 7. No formal criteria established for evaluating the effectiveness of the affirmative action program.

VI. UNIONS AND LABOR ORGANIZATIONS

- A. Where employers are signatory to collective bargaining agreements, the union organizations and the employer shall file a joint employer – union affirmative action plan to the Office of Navajo Labor Relations pursuant to NPEA, Section 4.A.2.
- B. The joint employer – union affirmative action policy shall specifically include a clause that the employer and the labor organization will provide preference in employment to Navajos.
- C. When providing preference in employment to Navajos, the affirmative action policy shall require the following:
 1. The employer shall specifically request Navajo workers for work to be done on the Navajo Nation. The employer shall not accept referrals of non-Navajos for work on the Navajo Nation, so long as potentially qualified Navajos are available, through respective local union halls.

2. The labor organization shall first refer all Navajos on the labor organization's referral list (s), regardless of their relative position on those lists.
3. The labor organization shall take necessary steps to recruit additional Navajo members so as to meet manpower requests for work to be conducted on the Navajo Nation.

VII. ENFORCEMENT

- A. The designated company management official shall be responsible for compliance with the requirements of these Rules and Regulations.
- B. Employers and organizations not in compliance will be subjected to formal charges in accordance with provisions of the Navajo Preference in Employment Act.
- C. Failure to comply with these Rules and Regulations or failure to submit an affirmative action policy may result, in addition to formal charges, corrective action by the Office of Navajo Labor Relations, including but not limited to, compelled hiring and/or training of Navajo workers.

VIII. EFFECTIVE DATE

- A. These Regulations shall become effective 180 days from the date of approval by the Human Services Committee of the Navajo Nation Council.
- B. Within 90 days of the effective date, employers must have submitted an affirmative action plan to the Office of Navajo Labor Relations.

IX. AMENDMENT

- A. This regulation shall be amended from time to time as deemed necessary by the Human Services Committee of the Navajo Council.

OFFICE OF NAVAJO LABOR RELATIONS
EMPLOYER INTERVIEW REPORT

Project

*N = Navajo
NN= Non-Navajo

Contractor

Location

Position

DATE	APPLICANT	N/NN	ADDRESS/TELEPHONE	INTERVIEWER	RESULTS

CONDITION FOR EMPLOYMENT EXPRESSED TO APPLICANT

J

1. Explain or inform worker what's expected of him/her. The work rules or conducts.
2. Each employee should know what their position is; rate of pay, and given a written personnel action form.
3. Thorough orientation on company/employer policies and procedures.

WRITTEN NOTIFICATION FOR ANY EMPLOYEE ACTION

K

1. "All employers shall not penalize, discipline, discharge nor take any adverse action against any Navajo employee without just cause. A written notification to the employee citing such cause for any of the above actions is required in all cases."
(15 NNC 604.B.(8.))

S A M P L E
(Use Company Letterhead)



Date: _____

Office of Navajo Labor Relations
Post Office Drawer 1943
Window Rock, Arizona 86515

RE: WEEKLY MANPOWER REPORT FOR WEEK ENDING: _____

Duration of Project: Start Date: _____

Completion Date: _____

Contract Number: _____

Project Title: _____

Project Stage of Completion (%): _____

Total Work Force (*): _____

*Justification for hiring non-Navajo employee:

Important Notice: Each Weekly
Manpower shall have a
corresponding Certified Payroll
Report attached.

Representative Name & Title (Printed)

Signature

Original to:
Office of Navajo Labor Relations
Attn: John P. Wilson, LCO
Post Office Drawer 1704
Shiprock, New Mexico 87420

Copy to:
Office of Navajo Labor Relations
Attn: Michael Armijo, CEA
Post Office Drawer 1943
Window Rock, Arizona 86515

WEEKLY MANPOWER REPORT
For Week Ending: _____

	NAVAJO		NON-NAVAJO	
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
Project Superintendent	_____	_____	_____	_____
Project Foreman	_____	_____	_____	_____
Carpenter	_____	_____	_____	_____
Electrician	_____	_____	_____	_____
Laborer	_____	_____	_____	_____
Drywall Installer/Taper	_____	_____	_____	_____
Plumber	_____	_____	_____	_____
Pipefitter	_____	_____	_____	_____
Truck Driver	_____	_____	_____	_____
Equipment Operator	_____	_____	_____	_____
Ironworker	_____	_____	_____	_____
Roofer	_____	_____	_____	_____
Painter	_____	_____	_____	_____
Soft Tilesetter	_____	_____	_____	_____
Insulator	_____	_____	_____	_____
Cement Mason	_____	_____	_____	_____
Apprentice	_____	_____	_____	_____
Others (Specify Craft)	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTALS:	_____	_____	_____	_____

(List Only those Classifications Utilized During that Week)

Date _____

(1) That I pay or supervise the payment of the persons employed by _____ on the _____ (Building or work) _____ (Contractor or subcontractor) _____; that during the payroll period commencing on the _____ day of _____, 20____ and ending the _____ day of _____, 20____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

(Contractor or subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 75 Stat. 357; 40 U.S.C. 267c), and described below:

_____ from the full

(Contractor or subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 75 Stat. 357; 40 U.S.C. 267c), and described below:

(2) That any payrolls otherwise under this contract require to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor.

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

٤ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

ف Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(V) EXCEPTION CODE	EXCEPTION (CRAFT)	EXPLANATION
REMARKS		

NAME AND TITLE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO A CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



PROJECT STATUS REPORT
S A M P L E
(Use Company Letterhead)

Date: _____

PROJECT TITLE: _____

Duration of Project: START: _____ Completion: _____

Job Location: _____

Check Appropriate Spaces:

_____ Complete – No employees or workers on site.

_____ Near Completion, will be completed by: _____

_____ Other: _____

Additional Work Project: FROM: _____ TO: _____

Description of additional work required:

Company: _____

Representative Name: _____

Title: _____

IMPORTANT NOTICE

In the event contractor/subcontractor returns to perform additional work on this project, Office of Navajo Labor Relations must be contacted and a manpower projection report shall be submitted to ONLR before any work is to start. Form can be faxed to the Office of Navajo Labor Relations at:

Office of Navajo Labor Relations
(505) 368-1145

NOTE: Please fill out this form within two weeks of completion of project.

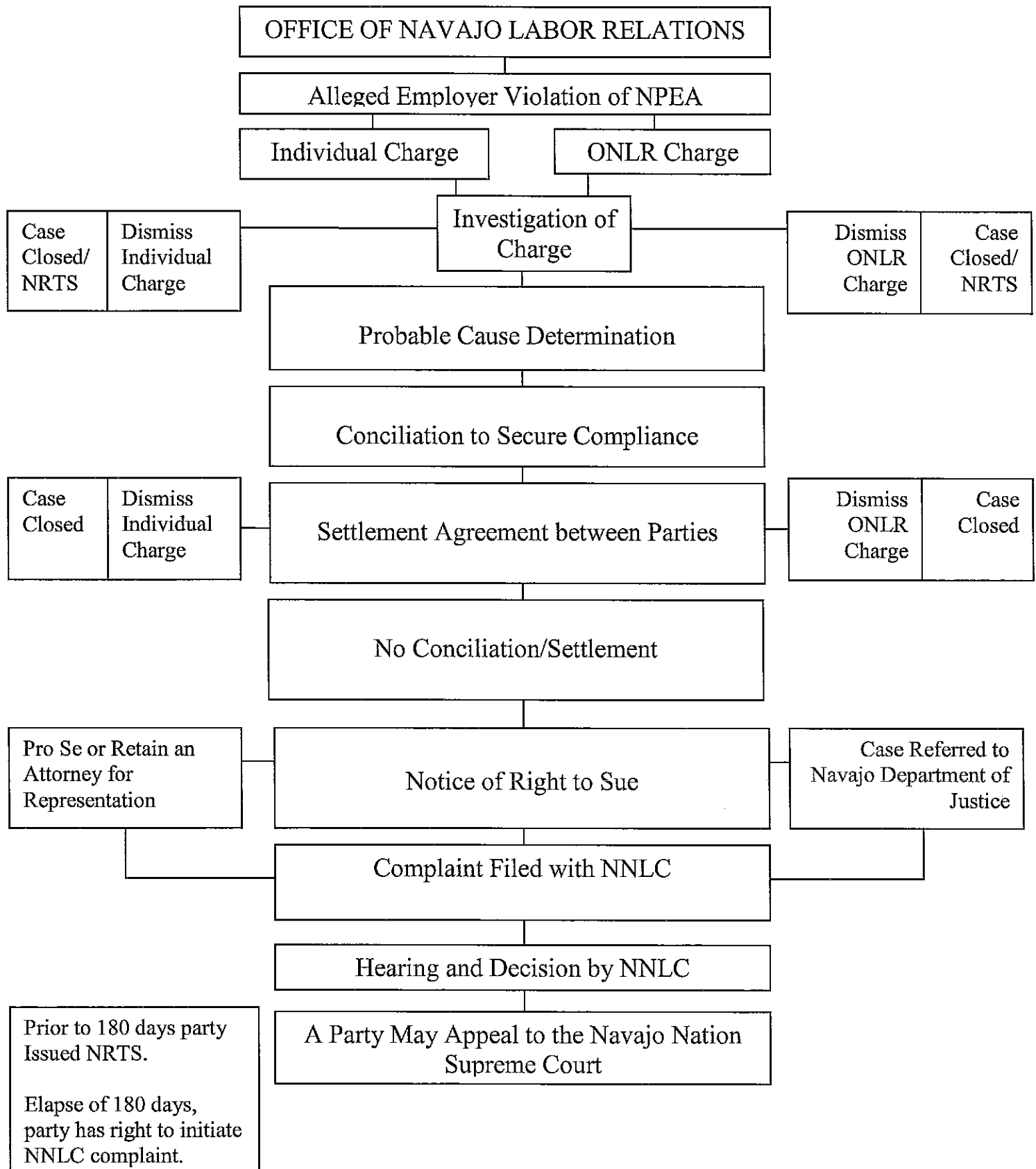
Original to:

Office of Navajo Labor Relations
Attn: John P. Wilson, LCO
P. O. Drawer 1704
Shiprock, New Mexico 87420

Copy to:

Office of Navajo Labor Relations
Attn: Michael Armijo, CEA
P. O. Drawer 1943
Window Rock, Arizona 86515

INVESTIGATION PROCESS FLOW CHART



APPENDIX C

Regulatory Requirements & Permits

- Cultural Resource Compliance Form (with conditions of compliance)
- Biological Resource Compliance Form (with conditions of compliance)
- Finding of No New Significant Impact (FONNSI) from the Bureau of Reclamation (Reclamation)
- Finding of No Significant Impact (FONSI) from the Bureau of Indian Affairs (BIA)
- Navajo Nation Water Code Administration - Water Use Permit
- Navajo Department of Agriculture Re-seeding Requirements

Cultural Resource Compliance Form
(with conditions of compliance)



THE NAVAJO NATION
Heritage & Historic Preservation Department
P.O. Box 4950 • Window Rock, Arizona 86515
(928) 871-7198 (tel) • (928) 871-7886 (fax)



CULTURAL RESOURCE COMPLIANCE FORM

NNHHPD NO.: HPD-21-1079

CONSULTANT REPORT NO.: SRI 20-02

PROJECT TITLE: Project: A Cultural Resource Survey and Inventory of the BBN9 Lateral, McKinley County, New Mexico. Navajo Gallup Water Supply Project Beacon-Bisti Route 9 Lateral

LEAD AGENCY: BOR, Navajo Nation Water Resources

SPONSOR: Tory Tadano, Souder Miller & Associates, 5454 Venice Ave NE, Albuquerque, NM, 87113

PROJECT DESCRIPTION: The Bureau of Reclamation and the Navajo Nation Water Resources are proposing to install 46.1-miles of underground water pipeline and associated minor appurtenant above ground facilities. Reaches 10.1; 10.1.1; 10.2; 10.2.1; 10.3; 10.3.1 consist of 30-inch diameter waterline and is known as the Beacon-Bisti Route 9 (BBN9) Lateral that will interconnect with Reach 9. Aboveground facilities include footprints to improve the Standing Rock, Nahodishgish, Crownpoint and Coyote Canyon Water storage tank facilities; the installation of a pump at the Standing Rock Water storage tank facility; the construction of pumping plant 12 between Reaches 10.1 and 10.2; and the construction of Pumping Plant 13 between Reaches 10.2 and 10.3. Additional infrastructure will be constructed in support of pipeline such as powerline extensions to the appurtenances. The area of potential effect is 2,441.4-acres.

PROJECT ARCHAEOLOGIST: David Unruh and Monica L. Murrell

NAVAJO ANTIQUITIES PERMIT NO.: B18925

TOTAL ACREAGE INSPECTED: 2441.4

DATE INSPECTED: 4/12/2019

DATE OF REPORT: 2/13/2020

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart

LAND STATUS: NN Tribal Trust Land, Navajo Fee, Indian Allotment, BIA, BLM, Private

CHAPTER: Coyote Canyon, Crownpoint, Nahodishgish, Standing Rock, Tohatchi, Twin Lakes

Number of Eligible Properties: 46

Number of Non-Eligible Properties: 36

Number of Unevaluated Properties: 0

Number of Burials: 0

Number of TCPs: 0

Number of Isolated Occurrences: 283

Number of In-Use Sites: 6

EFFECT/CONDITIONS OF COMPLIANCE: Adverse Effect

PROCEED RECOMMENDED: Yes

CONDITIONS: Yes

To mitigate the adverse effects, BOR has drafted a NGWSP Beacon-Bisti/N9 Pipeline Treatment Plan for Reaches 10.1-10.3, Crownpoint (10.3.1), Coyote Canyon 10.1.1, and Standing Rock (10.2.1) Connections

23 Sites

NM-Q-11-16, NM-Q-11-33, NM-Q-12-100, NM-Q-12-102, NM-Q-12-105, NM-Q-12-109, NM-Q-12-111, NM-Q-12-98, NM-Q-13-87, NM-Q-14-191, NM-Q-19-1, NM-Q-19-139, NM-Q-19-140, NM-Q-19-143, NM-Q-22-68, NM-Q-22-70, NM-Q-22-75, NM-Q-23-121, NM-Q-23-123, NM-Q-23-124, NM-Q-23-129, NM-Q-23-133, NM-Q-23-136:

1. Sites will be avoided by all construction activities.

5 Sites

NM-Q-12-104, NM-Q-12-85, NM-Q-22-72, NM-Q-23-127, NM-Q-23-135:

1. Sites will be avoided by all construction activities.
2. Sites boundaries will be fenced under the direction of a qualified archaeologist before construction activities begin.
3. Sites will be monitored by a qualified archaeologist during all ground disturbing activities within 50-ft of the site boundaries.

~ DOCUMENT IS VOID IF ALTERED ~



THE NAVAJO NATION

Heritage & Historic Preservation Department
P.O. Box 4950 • Window Rock, Arizona 86515
(928) 871-7198 (tel) • (928) 871-7886 (fax)



13 Sites

NM-Q-12-110, NM-Q-12-25, NM-Q-12-27/NM-Q-12-28, NM-Q-13-100, NM-Q-13-102, NM-Q-13-92, NM-Q-13-93, NM-Q-13-94, NM-Q-19-138, NM-Q-19-141, NM-Q-19-142, NM-Q-19-145, NM-Q-22-44:

1. Sites will be subject to remote sensing and/or testing.
2. Sites will be fenced under the direction of a qualified archaeologist before construction activities begin.
3. Sites will be monitored by a qualified archaeologist during all ground disturbing activities within 50-ft of the site boundaries.

5 Sites

NM-Q-23-115, NM-Q-23-116, NM-Q-23-117, NM-Q-23-125, NM-Q-23-126 :

1. Sites are eligible to the National Register of Historic Places, but will not be impacted by any construction.

36 Sites

NM-Q-13-88, NM-Q-13-89, NM-Q-13-90, NM-Q-13-91, NM-Q-13-95, NM-Q-13-96, NM-Q-13-97, NM-Q-13-98, NM-Q-13-99, NM-Q-13-101, NM-Q-13-103, NM-Q-13-104, NM-Q-14-192, NM-Q-19-144/LA 6448, NM-Q-12-97, NM-Q-12-99, NM-Q-12-101, NM-Q-12-106, NM-Q-12-107, NM-Q-12-108, NM-Q-12-103, NM-Q-22-69, NM-Q-22-74, NM-G-8-78/LA 36204, NM-Q-22-71, NM-Q-22-73, NM-Q-23-119, NM-Q-23-120, NM-Q-23-122/LA 20893, NM-Q-23-128, NM-Q-23-130, NM-Q-23-131, NM-Q-23-132, NM-Q-23-134, NM-Q-23-114, NM-Q-23-118:

1. Sites are determined not eligible to the NRHP, therefore no further work is required.

4 Sites

LA 6449, LA 27691, NM-Q-11-15, NM-Q-12-22:

1. Sites were not re-located. No further work is required.

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7198.

Form Prepared by: Tamara Billie

FINALIZED: 7/8/2021

Richard M. Begay, Department Manager/THPO
Navajo Nation Heritage and Historic Preservation Department

07/08/2021

Date

SPONSORS

Tory Tadano, Souder Miller & Associates

LOCATION INFORMATION**LAND STATUS:** NN Tribal Trust Land, Indian Allotment, BIA, BLM, Private**STATE:** NM**DATUM:** NAD83**ZONE:** 12**UTM N****UTM E**

3972028

711508

3952270

758226

3958089

704153

3953777

713409

3965086

733334

3959932

732552

3963788

732914

3963892

733400

COUNTY(IES)**QUADRANGLE(S)**

McKinley

Big Rock Hill, NM

Chuska Lake, NM

Coyote Canyon, NM

Crownpoint, NM

Dalton Pass, NM

Standing Rock, NM

Toyee, NM

CHAPTER(S)**Township****Range****Sections**

Coyote Canyon,

T17N

R12W

19, 20, 30

Crownpoint/Tsin Ya Nai

T17N

R13W

17, 18, 20-24

Standing Rock-Tse'li'Ahi'

T17N

R14W

2, 3, 11-13

Steamboat

T17N

R17W

5, 6, 8, 9, 15, 16

T17N

R18W

1, 2

T18N

R14W

17, 18, 20, 21, 28, 33, 34

T18N

R15W

3-6, 10-13, 15, 22, 27

T18N

R16W

1-3

T18N

R18W

34, 35

T19N

R16W

29, 30, 32-34

T19N

R17W

21-23, 25, 26

Biological Resource Compliance Form
(with conditions of compliance)

**BIOLOGICAL RESOURCES COMPLIANCE FORM
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE
P.O. BOX 1480, WINDOW ROCK, ARIZONA 86515-1480**

It is the Department's opinion the project described below, with applicable conditions, is in compliance with Tribal and Federal laws protecting biological resources including the Navajo Endangered Species and Environmental Policy Codes, U.S. Endangered Species, Migratory Bird Treaty, Eagle Protection and National Environmental Policy Acts. This form does not preclude or replace consultation with the U.S. Fish and Wildlife Service if a Federally-listed species is affected.

PROJECT NAME & NO.: BBN9-Navajo Gallup Water Supply Project

DESCRIPTION: The U.S. Department of the Interior - Bureau of Reclamation is looking to install underground pipeline and associated aboveground facilities. The pipeline will have a trench which would reach a max depth of 20ft in some areas and 5-6 ft depth for the majority of the pipeline. Width of the trench would be 3-4 ft. All project construction/ actions will stay within the 100 ft wide Right of Way and Temporary Construction Easement. BRCF is evaluating the reaches 10.1, 10.1.1, 10.2.1, 10.3, 10.3.1 Beacon Bisti Route N9 Lateral Project.

LOCATION: Navajo Nation in McKinley County, NM. 10 miles North of Gallup, NM.

- Township 17North, Range 12West, Sections 19, 20, and 30
- Township 17North, Range 13West, Sections 17, 18, 20-24
- Township 17North, Range 14West, Sections 2, 3, 11-13
- Township 17North, Range 17West, Sections 5, 6, 8, 9, 15 and 16
- Township 17North, Range 18West, Sections 1, 2
- Township 18North, Range 14West, Sections 17, 18, 20, 21, 28, 33 and 34
- Township 18North, Range 15West, Sections 3-6, 10-13, 15, 22, and 27
- Township 18North, Range 16West, Sections 1-3
- Township 18North, Range 18West, Sections 34 and 35
- Township 19North, Range 16West, Sections 29, 30 and 32-34
- Township 19North, Range 17West, Sections 21-23 and 25 and 26

REPRESENTATIVE: David L McIntyre, Principal, McIntyre Environmental LLC.

ACTION AGENCY: U.S. Department of the Interior - Bureau of Reclamation

B.R. REPORT TITLE / DATE / PREPARER: Request for review & compliance/16 SEP 2019/David L McIntyre

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Areas 1, 3 and 4.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE*: Attached memo explains conditional approval compliance measures. These conditions include active nest surveys for raptor and Burrowing Owl at the start of construction to determine if active. Additionally re-vegetation of habitat by seeding shall follow post construction.

FORM PREPARED BY / DATE: Taylor A Greene / 7 MAY 2021

COPIES TO: (add categories as necessary)

☐ _____

☐ _____

2 NTC § 164 Recommendation:

Signature

Date

☐ Approval

☒ Conditional Approval (with memo)

☐ Disapproval (with memo)

☐ Categorical Exclusion (with request letter)

☐ None (with memo)

Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife

5/14/21

*I understand and accept the conditions of compliance, and acknowledge that lack of signature may be grounds for the Department not recommending the above described project for approval to the Tribal Decision-maker.

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



07 May 2021

David McIntyre
McIntyre Environmental LLC.
1900 West Desert Highlands Dr.
Oro Valley AZ, 85737

Dear David,

The Navajo Nation Department of Fish and Wildlife (NNDFW) has reviewed your request for concurrence on the proposed **BBN9 -Gallup Water Supply Project**. The purpose of this memo is to inform you that we are granting the proposed project Conditional Approval. The undertaking shall inspect all raptor and burrowing owl nests to determine if active, If any nests are found to be active all time of year restrictions shall be followed to avoid any disturbance. Migratory Bird breeding season and their corresponding mitigations shall be followed if the project construction activities find themselves within these valued seasons. Post-construction reseedling of the disturbed construction site shall be seeded with appropriate native mixes that match the relative ecological site descriptions shall be accomplished.

If you have any questions, please contact me at tgreene@nndfw.org with any questions that you have concerning the review of this project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Taylor A. Greene".

Taylor A. Greene, Wildlife Biologist
Navajo Natural Heritage Program

CONCURRENCE

A handwritten signature in cursive script, appearing to read "Gloria Tom".

Gloria Tom, Director
Department of Fish and Wildlife

Date

5/14/21

**Finding of No New Significant Impact (FONNSI) from the
Bureau of Reclamation (Reclamation)**

FINDING OF NO NEW SIGNIFICANT IMPACT

for

Reaches 10.1, 10.1.1, 10.2, 10.2.1, 10.3, and 10.3.1 (Beacon Bisti Route N9 [BBN9] Lateral) Navajo-Gallup Water Supply Project

WCAO-DUR-FONNSI-2022-02

United States Department of the Interior
Bureau of Reclamation
Interior Region 7: Upper Colorado Basin
Western Colorado Area Office
Durango, Colorado

Introduction

The Bureau of Reclamation (Reclamation), in conjunction with the Bureau of Indian Affairs (BIA) Navajo Region and in coordination with Navajo-Gallup Water Supply Project (NGWSP) cooperating agencies including the Navajo Nation has completed an environmental assessment (EA) for the Reaches 10.1, 10.1.1, 10.2, 10.2.1, 10.3, and 10.3.1 (Beacon Bisti Route N9 [BBN9] Lateral) project of the Navajo-Gallup Water Supply Project (NGWSP). The EA was developed in compliance with the National Environmental Policy Act (NEPA) of 1969, as amended, and the Council on Environmental Quality's (CEQ) NEPA regulations at 40 Code of Federal Regulations (CFR) Parts 1500 – 1508 (2022).

The following proposed federal actions are evaluated in the EA.

- The provision of federal funds by Reclamation to the Navajo Nation (through Financial Assistance Agreement No. R18AC00045) to design and construct the Proposed Action.
- Acquisition of rights-of-way (ROW) from the BIA for the realignment and construction of the BBN9 Lateral pipeline as well as its associated pumping plants (12, 13, and 14), a booster pump facility, surge tanks, chlorinators, and tank taps, along with upgrades to the existing Coyote Canyon, Standing Rock 1, Standing Rock 2/3, and Crownpoint tank sites.
- Connection of pumping plants and water storage facilities to nearby transmission lines for project power.

Under the authority of 40 CFR Section 1501.7, Reclamation is the lead federal agency for the purposes of compliance with NEPA. The BIA Navajo Region/Navajo Nation are cooperating

agencies on the project and are responsible for responding to ROW applications for pieces of the project on Navajo Nation lands.

The EA was prepared to address the potential impacts to the human environment from the Proposed Action. The EA tiers to and incorporates by reference information from the July 2009 NGWSP Planning Report and Final Environmental Impact Statement (PR/FEIS) (<https://www.usbr.gov/uc/envdocs/eis/navgallup/FEIS/index.html>).

Reclamation's NGWSP design and coordination efforts with project partners includes day to day correspondence, biweekly and monthly coordination and design meetings, quarterly Project Construction Committee meetings, a quarterly newsletter that is posted on the NGWSP website and distributed to Chapter Houses and others on the Navajo Nation, and a Project Issue Notice system that documents major project decisions. Tribal outreach and Navajo Chapter House visits are frequently conducted by Reclamation's Navajo Outreach Coordinator and various staff members during planning periods and before major project activities and construction. Souder Miller and Associates, the Navajo Nation's construction contractor for the project, also facilitated meetings with the Tohatchi, Twin Lakes, Coyote Canyon, Nahodishgish, Crownpoint, and Standing Rock chapters of the Navajo Nation that would be affected by the Proposed Action. The draft EA was posted on Reclamation's website (<https://www.usbr.gov/uc/DocLibrary/ea.html>) for public comment, and notice of the EA's availability and how to comment was provided to project partners during planning and other meetings. The project's EA is included in this document and is incorporated by reference in this Finding of No New Significant Impact (FONNSI) for the Proposed Action that found no new significant impacts from the 2009 NGWSP PR/FEIS.

Alternatives

The EA analyzed the No Action Alternative (construct the NGWSP project features along Navajo Route 9 as described in the Preferred Alternative of the 2009 NGWSP PR/FEIS) and the Proposed Action.

Decision and Finding of No New Significant Impact

Reclamation's decision is to implement the Proposed Action. Based upon a review of the 2009 NGWSP PR/FEIS and this EA with supporting documents, Reclamation has determined that implementation of the Proposed Action will not produce any new significant effects to the quality of the human environment, individually or cumulatively with other actions in the area, as defined in 40 CFR 1508.27 and that are not already described in the 2009 NGWSP PR/FEIS. Therefore, neither a supplemental EIS nor further NEPA analysis is needed. This finding is based on consideration of the degree of effects of the Proposed Action on the potentially affected environment, as analyzed in the EA. The BIA Navajo Region will prepare a separate decision document for the project.

Context

The affected locality is within McKinley County, New Mexico, and the eastern portion of the Navajo Nation between the communities of Twin Lakes/Tohatchi and Crownpoint. Affected

interests include Reclamation, the Navajo Nation, BIA Navajo Region, other NGWSP partners, and adjacent residences along the project's alignment. The NGWSP is an important project to the Navajo Nation and State of New Mexico as it provides a source of potable water to underserved residents and communities of the Navajo Nation, City of Gallup, and Jicarilla Apache Nation.

Intensity

The following discussion is organized around the 10 significance criteria described in 40 CFR 1508.27. These criteria were incorporated into the resource analysis and issues concerned in the EA and were considered in determining whether the Proposed Action would induce new significant impacts not already described in the 2009 NGWSP PR/FEIS.

1. Impacts that may be both beneficial and adverse.

As described in the EA, the Proposed Action will incur both beneficial and adverse impacts. Best Management Practices (BMPs), design features, and environmental commitments are incorporated into the design of the Proposed Action to reduce impacts. Implementation of the Proposed Action will result in beneficial effects by providing a safe and reliable source of drinking water to underserved regions of the Navajo Nation extending into the community of Crownpoint, New Mexico. Predicted short-term impacts in the region of the Proposed Action include an increase in fugitive dust, localized wind and water erosion, additional construction related traffic, construction noise, vegetation disturbance, displacement of grazing and wildlife use, and potential establishment of noxious and invasive weeds. Potential long-term impacts include the conversion of vegetation communities to industrial use and disturbance to any unidentified cultural sites not identifiable on the ground surface. Project proponents will follow the Programmatic Agreement developed for the NGWSP with the Advisory Council on Historic Preservation, New Mexico State Historic Preservation Officer (SHPO), Navajo Nation, Bureau of Land Management, and BIA that defined the process regarding the consideration and management of effects on historic properties arising from the construction of the NGWSP. Cultural resources clearances will be obtained prior to construction. For the reasons discussed in detail in the EA, none of the site-specific environmental impacts associated with the Proposed Action are considered significant. None of the impacts from the Proposed Action, together with other past, current, and reasonably foreseeable actions, rise to a level of significant cumulative impact that is not already described in Chapter V of the 2009 NGWSP PR/FEIS.

2. The degree to which the proposed action affects public health or safety.

Additional vehicle and heavy equipment traffic will be present in the project area during project construction. NGWSP and Navajo Nation construction contract specifications include sections on access and traffic control and require submittal of any relevant permits from local road entities. Construction contract specifications also include safety and health requirements in accordance with Reclamation Safety and Health Standards as well as applicable Tribal and State safety and health regulations. Contractors are required to follow a Safety Program that is in accordance with the above-mentioned standards and regulations. For the reasons above and as described in the EA, the Proposed Action will not create any new significant site-specific effects nor contribute to cumulative significant impacts to public health or safety that are not already described in Chapter V of the 2009 NGWSP PR/FEIS.

3. Unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas.

The Proposed Action is located within the Navajo Nation and is not located in an area with unique and specially managed characteristics. No wetlands, floodplains, prime farmlands, wild and scenic rivers, or other ecologically critical areas are located near or will be negatively affected by the Proposed Action. A small area within Reach 10.1.1 (Coyote Canyon Connection) is designated by the Navajo Nation Heritage Program (NNHP) as a Resource Land Clearance Policies and Procedures Zone 1 area (Highly Sensitive Areas) due to black-footed ferrets (*Mustela nigripes*) appearing on the NNHP list of potential species. Black-footed ferrets were once associated with prairie dog towns found in the Navajo Nation; however, it is extremely unlikely that ferrets are present in the absence of reintroduction efforts. For the reasons above and as described in the EA, the Proposed Action will not create any new significant site-specific effects nor contribute to cumulative significant impacts to unique characteristics of the geographic area that are not already described in Chapter V of the 2009 NGWSP PR/FEIS.

4. The degree to which the effects on the quality of the human environment are likely to be highly controversial.

Controversial, in this context, means a substantial dispute as to the size, nature, or effect of the action. Reclamation and project contractors contacted representatives of other Federal agencies, Tribes, state and local governments, and individuals regarding the development of the 2009 NGWSP PR/FEIS and its effects. Similarly, Reclamation contacted relevant agencies, Tribes, and individuals regarding the Proposed Action and its potential effects. The Proposed Action was designed according to regulatory standards and in coordination and consultation with associated Tribes and agencies. No scientific disputes were presented over the likely effects of the Proposed Action during the development of the project, and the Proposed Action was informed by scientific studies and site-specific information as documented in the body of the EA and references section (Chapter 6). For the reasons above and as described in the EA, the effects of the Proposed Action are not likely to be highly controversial and will not create any new significant site-specific effects nor contribute to cumulative significant impacts to the quality of the human environment that are not already described in Chapter V of the 2009 NGWSP PR/FEIS.

5. The degree to which the possible effects on the human environment are highly uncertain or involve unique or unknown risks.

There are no effects on the human environment that are highly uncertain or that involve unique or unknown risks, therefore there will be no new significant site-specific effects.

6. The degree to which the action may establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration.

Implementing the Proposed Action will not establish a precedent for future actions with significant effects and will not represent a decision in principle about a future consideration, therefore, there are no new significant site-specific impacts.

7. Whether the action is related to other actions with individually insignificant but cumulatively significant impacts.

Cumulative impacts are possible when the effects of the Proposed Action are added to other past, present, and reasonably foreseeable future actions as described under related NEPA documents or approved plans. Cumulative impacts of the NGWSP were described in the 2009 NGWSP PR/FEIS. For the reasons described in the EA, the Proposed Action will not create any new significant site-specific effects nor contribute to cumulative significant impacts that are not already described in Chapter V of the 2009 NGWSP PR/FEIS.

8. The degree to which the action may adversely affect districts, sites, highways, structures, or objects listed in or eligible for listing in the National Register of Historic Places or may cause loss or destruction of significant scientific, cultural, or historical resources.

Reclamation developed a Programmatic Agreement for compliance with the National Historic Preservation Act between the NGWSP participants. Reclamation, the BLM, the Navajo Nation Tribal Historic Preservation Officer, the BIA, the New Mexico SHPO, and the Advisory Council on Historic Preservation are signatories to the Programmatic Agreement. Consulting parties to the Programmatic Agreement include the governments and historic preservation officials of American Indian tribes and pueblos, local municipalities, State, and Federal agencies with Section 106 responsibilities to consider the potential effect of the project on historic properties. The Proposed Action will comply with the Programmatic Agreement created for the NGWSP. Reclamation will follow the Programmatic Agreement for the NGWSP and the concurred upon mitigation measures to lessen the potential adverse insignificant site-specific effects described in the EA. Therefore, for these reasons described above and as described in the EA, the Proposed Action will not create any new significant site-specific effects nor contribute to cumulative significant impacts to resources eligible for listing in the National Register of Historic Places that are not already described in Chapter V of the 2009 NGWSP PR/FEIS. Further information on cultural resources compliance is described below.

The Navajo Nation Heritage and Historic Preservation Department (NNHHPD) issued a Cultural Resources Compliance Form (CRCF; HPD-21-1079; Appendix A of the EA) for the project on July 8, 2021. Reclamation developed a treatment plan for the Proposed Action that incorporates the following effects and conditions of compliance from the NNHHPD.

23 Sites

NM-Q-11-16, NM-Q-11-33, NM-Q-12-100, NM-Q-12-102, NM-Q-12-105, NM-Q-12-109, NM-Q-12-111, NM-Q-12-98, NM-Q-13-87, NM-Q-14-191, NM-Q-19-1, NM-Q-19-139, NM-Q-19-140, NM-Q-19-143, NM-Q-22-68, NM-Q-22-70, NM-Q-22-75, NM-Q-23-121, NM-Q-23-123, NM-Q-23-124, NM-Q-23-129, NM-Q-23-133, NM-Q-23-136:

1. Sites will be avoided by all construction activities.

5 Sites

NM-Q-12-104, NM-Q-12-85, NM-Q-22-72, NM-Q-23-127, NM-Q-23-135:

1. Sites will be avoided by all construction activities.
2. Site boundaries will be fenced under the direction of a qualified archaeologist before construction activities begin.

3. Sites will be monitored by a qualified archaeologist during all ground disturbing activities within 50 feet of the site boundaries.

13 Sites

NM-Q-12-110, NM-Q-12-25, NM-Q-12-27/NM-Q-12-28, NM-Q-13-100, NM-Q-13-102, NM-Q-13-92, NM-Q-13-93, NM-Q-13-94, NM-Q-19-138, NM-Q-19-141, NM-Q-19-142, NM-Q-19-145, NM-Q-22-44:

1. Sites will be subject to remote sensing and/or testing.
2. Site boundaries will be fenced under the direction of a qualified archaeologist before construction activities begin.
3. Sites will be monitored by a qualified archaeologist during all ground disturbing activities within 50 feet of the site boundaries.

5 Sites

NM-Q-23-115, NM-Q-23-116, NM-Q-23-117, NM-Q-23-125, NM-Q-23-126

1. Sites are eligible to the National Register of Historic Places, but will not be impacted by any construction.

36 Sites

NM-Q-13-88, NM-Q-13-89, NM-Q-13-90, NM-Q-13-91, NM-Q-13-95, NM-Q-13-96, NM-Q-13-97, NM-Q-13-98, NM-Q-13-99, NM-Q-13-101, NM-Q-13-103, NM-Q-13-104, NM-Q-14-192, NM-Q-14-194/LA 6448, NM-Q-12-97, NM-Q-12-99, NM-Q-12-101, NM-Q-12-106, NM-Q-12-107, NM-Q-12-108, NM-Q-12-103, NM-Q-22-69, NM-Q-22-74, NM-G-8-78/LA 36204, NM-Q-22-71, NM-Q-22-73, NM-Q-23-119, NM-Q-23-120, NM-Q-23-122/LA 20893, NM-Q-23-128, NM-Q-23-130, NM-Q-23-131, NM-Q-23-132, NM-Q-23-134, NM-Q-23-114, NM-Q-23-118:

1. Sites are determined not eligible to the NRHP, therefore no further work is required.

4 Sites:

LA6449, LA27691, NM-Q-11-15, NM-Q-12-22:

1. Sites were not re-located; no further work is required.

In the event of a discovery, (“discovery” means any previously unidentified or incorrectly identified cultural resources, including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices), all operators in the immediate vicinity of the discovery must cease, and the NNHHPD must be notified at (928) 871-7198.

9. The degree to which the action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973.

Reclamation reinitiated formal Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) for the NGWSP in April 2022 due to modifications of the NGWSP’s San Juan Lateral that were not considered in the 2009 NGWSP PR/FEIS and associated Biological Opinion (USFWS consultation number 22420-2001-F-0532). The USFWS reissued the NGWSP Biological Opinion in September 2022 to incorporate the San Juan Lateral’s design changes. The Proposed Action was

determined to have “no effect” to federally listed threatened and endangered species, therefore, no additional Section 7 consultation is needed.

Several additional special status species listed by the Navajo Nation have the potential to occupy the project area and may be impacted by the Proposed Action if present during construction. While the project may result in habitat loss for some species and may result in temporary effects during construction and reclamation activities, for the reasons described in Section 3.5 of the EA, these effects are considered negligible and not significant for these species. The Navajo Nation Department of Fish and Wildlife issued a Biological Resources Compliance Form (BRCF; 19ttes102a; Appendix B of the EA) on May 14, 2021 that gave conditional approval of the proposed Action with the conditions of compliance to inspect all raptor and burrowing owl nests to determine if active, follow all relevant time of year restrictions for active nests and the migratory bird nest season, and reseed disturbed construction areas with native seed mixes that match the relative ecological site descriptions. These measures and conditions serve to lessen potential adverse insignificant impacts to species in the project area.

For the reasons above and as further described in the EA, the Proposed Action will not create any new significant site-specific effects nor contribute to cumulative significant impacts to threatened and endangered species and their habitats that are not already described in Chapter V of the 2009 NGWSP PR/FEIS.

10. Whether the action threatens a violation of Federal, State, or local law or requirements imposed for the protection of the environment.

The Proposed Action will not violate Federal, State, or local laws or requirements imposed for the protection of the environment.

Environmental Commitments

- Environmental commitments to lessen the potential adverse insignificant effects of the Proposed Action shall be implemented as specified in Chapter 4 of the EA. Chapter 4 of the EA is herein incorporated by reference in this FONNSI document.

Approval

Ed Warner
Area Manager
Western Colorado Area Office
Bureau of Reclamation

**Finding of No Significant Impact (FONSI) from the Bureau of
Indian Affairs (BIA)**



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Navajo Regional Office

P.O. Box 1060

Gallup, New Mexico 87305

December 1, 2022

David L. McIntyre
Principal
McIntyre Environmental LLC
1900 West Desert Highlands Drive
Oro Valley, Arizona 85737

Dear Mr. McIntyre:

The Environmental Assessment (EA), **EA-22-071222-1**, for the **Navajo Gallup Water Supply Project (NGWSP) reaches 10.1, 10.1.1, 10.2, 10.2.1, 10.3, and 10.3.1 (Beacon Bisti Route N9 [BBN9] Lateral) Right-of-Way (ROW)** was reviewed in the Branch of Environmental Quality Act Compliance and Review, Navajo Regional Office.

In compliance with the National Environmental Policy Act (NEPA) of 1969, as amended, and the Council on Environmental Quality's (CEQ), NEPA regulations at 40 CFR Parts 1500-1508 (2020), Bureau of Reclamation (BOR), in conjunction with the Bureau of Indian Affairs (BIA), Navajo Region has completed a tiered environmental assessment (EA) for a Proposed Action authorizing the use of Federal funds to implement Reaches 10.1, 10.1.1, 10.2, 10.2.1, 10.3, and 10.3.1 BBN9 (Lateral) of the Navajo-Gallup Water Supply Project (NGWSP) and grant ROW for the project on Navajo Nation lands.

Under the legislative authority of 43 CFR Section 2310.3-2, BOR is the applicant for the Proposed Action and is the lead Federal agency for the purposes of compliance with NEPA. BOR is providing funding for the project through Financial Assistance (Agreement No. R18AC00045) with the Navajo Nation. The BIA, Navajo Region is a cooperating agency on the project and is responsible for granting ROW for pieces of the project on Navajo Nation lands managed by the BIA. Other cooperating agencies on the NGWSP include the City of Gallup, New Mexico, Indian Health Service, Jicarilla Apache Nation, Navajo Nation, Navajo Tribal Utility Authority, Northwest New Mexico Council of Governments, and State of New Mexico.

BOR, NGWSP design and coordination efforts with project partners includes day to day correspondence, biweekly and monthly coordination and design meetings, quarterly Project Construction Committee meetings, a quarterly newsletter that is posted on the NGWSP website and distributed to Chapter Houses and others on the Navajo Nation, and a Project Issue Notice system that documents major project decisions. Tribal outreach and Navajo Chapter House visits are frequently conducted by BOR's Navajo Outreach Coordinator and various staff members during planning periods and before major project activities and construction. Souder Miller and Associates, the Navajo Nation's construction contractor for the project, also facilitated meetings with the Tohatchi, Twin Lakes, Coyote Canyon, Nahodishgish, Crownpoint, and Standing Rock chapters of the Navajo Nation that would be affected by the Proposed Action. The draft EA was

posted on the BOR website, listed as follows: (<https://www.usbr.gov/uc/DocLibrary/ea.html>) and notice of the EA's availability and how to comment was provided to project partners during planning and other meetings. The project's EA is included in this document and is incorporated by reference in this Finding of No New Significant Impact for the Proposed Action.

The Proposed Action will construct and operate approximately 46.4 miles of up to 30-inch-diameter water pipeline associated with the BBN9 Lateral (Reaches 10.1, 10.1.1, 10.2, 10.2.1, 10.3, and 10.3.1) of the NGWSP, as well as include the construction of three new pumping plants (12, 13, and 14), a booster pump facility, surge tanks, chlorinators, and tank taps along with upgrades to the existing Coyote Canyon, Standing Rock 1, Standing Rock 2/3, and Crownpoint tank sites. The BBN9 Lateral will interconnect with Reach 9 of the NGWSP's San Juan Lateral and travel eastward to Crownpoint, New Mexico.

In accordance with Section 102 (2)(c) of the NEPA of 1969, as amended, and the CEQ Regulations for Implementing the Procedural Provisions of NEPA 40 CFR Parts 1500-1508, the BIA, Navajo Regional Office, finds that the Proposed Action is not a major federal action that will significantly impact the quality of the human environment. Therefore, an Environmental Impact Statement is not required for implementing the Proposed Action. This Finding of No New Significant Impact is supported by the EA and the supporting appendices and documents.

If you have questions, you may contact Mr. Leonard Notah, Supervisory Environmental Protection Specialist at (505) 863-8287.

Sincerely,

GREGORY
MEHOJAH

Digitally signed by
GREGORY MEHOJAH
Date: 2022.12.01
12:31:06 -07'00'

Gregory C. Mehojah
Regional Director

Enclosure

FINDING OF NO NEW SIGNIFICANT IMPACT

ENVIRONMENTAL ASSESSMENT EA-22-071222-1

NAVAJO GALLUP WATER SUPPLY PROJECT REACHES 10.1, 10.1.1, 10.2, 10.2.1, 10.3, and 10.3.1 (BEACON BISTI ROUTE N9 [BBN9] LATERAL) RIGHT-OF-WAY (ROW)

BUREAU OF RECLAMATION/BUREAU OF INDIAN AFFAIRS

Location:

Big Rock Hill, Chuska Lake, Coyote Canyon, Toyee, Standing Rock, Dalton Pass, and Crownpoint, NW New Mexico 7.5 Minute Series

Sections 19, 20, and 30, Township 17 North, Range 12 West, NMPM, New Mexico

Sections 17, 18, 20-24 Township 17 North, Range 13 West, NMPM, New Mexico

Sections 2, 3, 11-13, Township 17 North, Range 14 West, NMPM, New Mexico

Sections 5, 6, 8, 9, 15, and 16, Township 17 North, Range 17 West, NMPM, New Mexico

Sections 1, 2 Township 17 North, Range 18 West, NMPM, New Mexico

Sections 17, 18, 20, 21, 28, 33, and 34, Township 18 North, Range 14 West, NMPM, New Mexico

Sections 3-6, 10-13, 15, 22, and 27 Township 18 North, Range 15 West, NMPM, New Mexico

Sections 1-3, Township 18 North, Range 16 West, NMPM, New Mexico

Sections 34 and 35, Township 18 North, Range 18 West, NMPM, New Mexico

Sections 29, 30, and 32-34, Township 19 North, Range 16 West, NMPM, New Mexico

• Township 19 North, Range 17 West, Sections 21-23, 25, and 26., NMPM, New Mexico

Twin Lakes / Tohatchi /Coyote Canyon and Crownpoint Chapters, McKinley County, New Mexico

In compliance with the National Environmental Policy Act (NEPA) of 1969, as amended, and the Council on Environmental Quality's (CEQ) NEPA regulations at 40 Code of Federal Regulations (CFR) Parts 1500-1508 (2020), the Bureau of Reclamation (BOR) in conjunction with the Bureau of Indian Affairs (BIA) Navajo Region has completed a tiered Environmental Assessment (EA) for the propose action requiring the authorization for the use of federal funds to implement Reaches 10.1, 10.1.1, 10.2, 10.2.1, 10.3, and 10.3.1 (Beacon Bisti Route N9 [BBN9] Lateral) of the Navajo-Gallup Water Supply Project (NGWSP) and granting a right-of-way (ROW) for the project on Navajo Nation lands.

Under the legislative authority of 43 CFR Section 2310.3-2, The BOR is the applicant for the proposed action and is the lead federal agency for the purposes of compliance with NEPA. BOR is providing funding for the project through a financial assistance agreement (Agreement No. R18AC00045) with the Navajo Nation. The BIA, Navajo Region is a cooperating agency on the project and is responsible for granting the ROW for pieces of the project on Navajo Nation lands managed by the BIA. Other cooperating agencies on the NGWSP include the City of Gallup, New Mexico, Indian Health Service, Jicarilla Apache Nation, Navajo Nation, Navajo Tribal Utility Authority, Northwest New Mexico Council of Governments, and State of New Mexico. BOR's NGWSP design and coordination efforts with project partners includes day to day

correspondence, biweekly and monthly coordination and design meetings, quarterly project construction committee meetings, providing a quarterly newsletter that is posted on the NGWSP website and distributed to chapter houses and others on the Navajo Nation, and a Project Issue Notice system that documents major project decisions. Tribal outreach and Navajo Chapter House visits are frequently conducted by BOR's Navajo Outreach Coordinator and various staff members during planning periods and before major project activities and construction occur. Souder Miller and Associates, the Navajo Nation's construction contractor for the project also facilitated meetings with the Tohatchi, Twin Lakes, Coyote Canyon, Nahodishgish, Crownpoint, and Standing Rock chapters of the Navajo Nation that would be affected by the proposed action. The draft EA was posted on the BOR website as follows: (<https://www.usbr.gov/uc/DocLibrary/ea.html>) and notice of the EA's availability and how to comment was provided to project partners during planning and other meetings. The project's EA is included in this document and is incorporated by reference in this Finding of No New Significant Impact (FONNSI) for the proposed action.

The proposed action will construct and operate approximately 46.4 miles of up to 30-inch-diameter water pipeline associated with the BBN9 Lateral (Reaches 10.1, 10.1.1, 10.2, 10.2.1, 10.3, and 10.3.1) of the NGWSP including the construction of three new pumping plants (12, 13, and 14), a booster pump facility, surge tanks, chlorinators, and tank taps along with upgrades to the existing Coyote Canyon, Standing Rock 1, Standing Rock 2/3, and Crownpoint tank sites. The BBN9 Lateral will interconnect with Reach 9 of the NGWSP's San Juan Lateral and travel eastward to Crownpoint, New Mexico.

In accordance with Section 102(2)(c) of the National Environmental Policy Act of 1969, as amended, the BIA determined a Finding of No Significant Impact (FONSI) is appropriate. There is no need to develop an environmental impact statement (EIS). The analysis considered the following issues that were addressed in the environmental assessment (EA).

1. **Beneficial and adverse environmental impacts:** As described in the EA, the proposed action will incur both beneficial and adverse impacts. Best Management Practices (BMPs) and environmental commitments are incorporated into the design of the Proposed Action to reduce impacts. Implementation of the Proposed Action will result in beneficial effects related to providing a safe and reliable source of drinking water to underserved regions of the Navajo Nation extending into the community of Crownpoint, New Mexico. Predicted short-term effects in the region of the Proposed Action include an increase in dust, localized wind and water erosion, additional construction related traffic, vegetation disturbance, displacement of grazing and wildlife use, and potential establishment of noxious and invasive weeds.

As discussed in detail in the EA, none of the environmental impacts (either beneficial or adverse) are considered significant nor do the effects exceed those described in the 2009 NGWSP PR/FEIS. None of the impacts from the Proposed Action, together with other past, current, and reasonably foreseeable actions, rise _to a significant cumulative impact.

2. **Public health and safety:** The Proposed Action will have no known negative significant impacts on public health or safety. Low income, minority, and Native American populations on the Navajo Nation will be affected both beneficially and negatively by the Proposed Action due to their proximity to the project area. Communities adjacent to the Proposed Action will experience short-term construction-related impacts to the landscape and

resources. Beneficial effects include the provision of potable water to low income, minority, and Native American populations in the region who would otherwise need to haul or provide water to their households by other means. As such, impacts from the Proposed Action will not be disproportionate to low income, minority, and Native American populations.

3. **Clean Water Act (CWA) Compliance: When a project spans, crosses or results in work in a river bed, stream bed or wetland, permits from the U.S. Army Corps of Engineers (ACOE) and/or the Navajo Nation Environmental Protection Agency, Water Quality Program may be required, including: Section 401, Water Quality Certification; Section 402(p), Storm Water Pollution Prevention Plan, if the project activity will disturb surfaces of ½ acre or more; and Section 404, Permit for Discharge of Dredge or Fill Material into Waters of the US. The applicant shall submit and obtain approval for all required applications prior to construction. The applicant shall adhere to all mitigation measures and strategies developed with the U.S. Army Corps of Engineers and the Navajo Nation Environmental Protection Agency:** Based on the EA, the only major intermittent stream in the vicinity of the Proposed Action area is the Standing Rock Wash (New Mexico Commission of Public Records 2016). The San Juan Basin planning region includes seven watersheds with the Proposed Action area located within the Chaco Watershed (Hydrologic Unit Code [HUC] 8 14080106). The Chaco Watershed covers 2,931,265 total acres across San Juan, McKinley, Sandoval, and Rio Arriba County in northwestern New Mexico and Apache County in northeastern Arizona (NRCS n.d.).

The Proposed Action area runs across the South Chaco Slope, through areas drained by north- and northeast-trending tributaries of the Chaco River. These drainage systems are depicted in more detail in Figure 3-2. Going from east to west the major watersheds crossed by the Proposed Action include the upper Kim-me-ni-oli Wash, Indian Creek, Standing Rock Wash, Coyote Wash, and Dye Brush Wash—all of which flow northward, toward the Chaco Wash, from the northern edge of Lobo Mesa—and Figueredo and Red Willow Washes—which flow northeastward from relatively high-elevation sources in the southernmost reaches of the Chuska Mountains (SRI 2020).

The USACE also regulates work in, on, or over waters of the United States via the CWA, which authorizes the USACE to require permits for discharging dredge or fill material into waters of the United States. Reclamation assessed the proposed project area for USACE jurisdictional aquatic resources by reviewing the USFWS National Wetland Inventory maps in GIS format and aerial images, and through wetland delineation fieldwork. McIntyre Environmental conducted delineation fieldwork in accordance with the USACE Wetland Delineation Manual, the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008a), A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States: A Delineation Manual (USACE 2008b), Updated Datasheet for the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the United States (USACE 2010), and USACE regulatory guidance letters and joint (USACE and U.S. EPA) regulations, policies, references, and guidance.

4. **Unique characteristics of the geographic area:** The project is not unique within its geographical setting and is like other areas in the region. Natural resources include sand and gravel, scenic attractions, uranium, copper, and agriculture. The project area is not located within or near wilderness areas. The proposed distribution line will not cross any major waterways. The proposed undertaking will not impact floodplains. There will be no effect to hunting, fishing, agriculture, mining, recreation, or transportation networks in the community.

5. **Degree to which the effects on the quality of the human environment are likely to be highly controversial:** The project activities will be limited to the inner boundaries of the ROW and there are no public health and safety facilities or wilderness areas adjacent to the project site. Therefore, there will be no effect on these resources.
6. **Degree to which the effects are highly uncertain or involve unique or unknown risks:** There are no known effects on the human environment that are highly uncertain or involve unique or unknown risks.
7. **Degree to which this action will establish a precedent for future actions with significant effects:** This project will not set a precedent for similar projects that may be implemented by the BIA or other agencies. Cumulative impacts are possible when the effects of the proposed action are added to other past, present, and reasonably foreseeable future actions as described under related NEPA documents or approved plans. Cumulative impacts of the NGWSP were described in the PR/FEIS. The proposed action will not create any new significant site-specific effects nor contribute to cumulative significant impacts not already described in the NGWSP PR/FEIS.
8. **Relationship to other actions with cumulatively significant impacts:** There are no known incremental effects of the action that become significant when added to other past, present, or reasonably foreseeable future actions that have affected, or will affect, the project area.
9. **Degree to which the action may affect districts, sites, objects, or structures listed on, or eligible for, the National Register of Historic Places, or may cause loss of significant cultural resources:** The Navajo Nation Heritage and Historic Preservation Department (NNHHPD) issued a Cultural Resources Compliance Form (CRCF) with NNHPD No.: HPD-21-1079 on July 08, 2021.

Effects/Conditions of Compliance: To mitigate the adverse effects, BOR has drafted a NGWSP Beacon-Bisti/N9 Pipeline Treatment Plan for reaches 10.1-10.3, Crownpoint (10.3.1), Coyote Canyon (10.1.1), and Standing Rock (10.2.1) Connections:

23 Sites:

NM-Q-11-16, NM-Q-11-33, NM-Q-12-100, NM-Q-12-102, NM-Q-12-105, NM-Q-12-109, NM-Q-12-111, NM-Q-12-98, NM-Q-13-87, NM-Q-14-191, NM-Q-19-1, NM-Q-19-139, NM-Q-19-140, NM-Q-19-143, NM-Q-22-68, NM-Q-22-70, NM-Q-22-75, NM-Q-23-121, NM-Q-23-123, NM-Q-23-124, NM-Q-23-129, NM-Q-23-133, NM-Q-23-136:

1. Sites will be avoided by all construction activities.

5 Sites:

NM-Q-12-104, NM-Q-12-85, NM-Q-22-72, NM-Q-23-127, NM-Q-23-135:

1. Sites will be avoided by all construction activities.
2. Site boundaries will be fenced under the direction of a qualified archaeologist before construction activities begin.
3. Sites will be monitored by a qualified archaeologist during all ground disturbing activities maintaining 50-ft of the site boundaries.

13 Sites:

NM-Q-12-110, NM-Q-12-25, NM-Q-12-27 /NM-Q-12-28, NM-Q-13-100, NM-Q-13-102, NM-Q-13-92, NM-Q-13-93, NM-Q-13-94, NM-Q-19-138, NM-Q-19-141, NM-Q-19-142, NM-Q-19-145, NM-Q-22-44:

1. Sites will be subject to remote sensing and/ or testing.
2. Site boundaries will be fenced under the direction of a qualified archaeologist before construction activities begin.
3. Sites will be monitored by a qualified archaeologist during all ground disturbing activities maintaining 50-ft of the site boundaries.

NM-Q-23-115, NM-Q-23-116, NM-Q-23-117, NM-Q-23-125, NM-Q-23-126

1. Sites are eligible for designation with the National Register of Historic Places (NRHP), will not be impacted by any construction.

36 Sites:

NM-Q-13-88, NM-Q-13-89, NM-Q-13-90, NM-Q-13-91, NM-Q-13-95, NM-Q-13-96, NM-Q-13-97, NM-Q-13-98, NM-Q-13-99, NM-Q-13-101, NM-Q-13-103, NM-Q-13-104, NM-Q-14-192, NM-Q-19-144/LA 6448, NM-Q-12-97, NM-Q-12-99, NM-Q-12-101, NM-Q-12-106, NM-Q-12-107, NM-Q-12-108, NM-Q-12-103, NM-Q-22-69, NM-Q-22-74, NM-G-8-78/LA 36204, NM-Q-22-71, NM-Q-22-73, NM-Q-23-119, NM-Q-23-120, NM-Q-23-122/LA 20893, NM-Q-23-128, NM-Q-23-130, NM-Q-23-131, NM-Q-23-132, NM-Q-23-134, NM-Q-23-114, NM-Q-23-118:

1. Sites are determined not eligible for designation with the NRHP; therefore, no further work is required.

4 Sites:

LA6449, LA27691, NM-Q-11-15, NM-Q-12-22:

1. Sites were not re-located; no further work is required.

In the event of a discovery [“discovery” means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the NNHPD must be notified at (928)871-7198.

10. **Degree to which the action may affect threatened, endangered, or sensitive species or their habitat:** A Biological Resources Compliance Form (BRCF) with Navajo Nation Department of Fish and Wildlife (NNDFW) Review No. 19ttes102a, was issued by the NNDFW on May 14, 2021, that approved the proposed action with no avoidance/ mitigation measures and with conditions of compliance by memorandum dated May 14, 2021.

CONDITIONS OF COMPLIANCE: The Attached memorandum explains conditional approval compliance measures. These conditions include performing active nest surveys for raptor and the Burrowing Owl at the start of construction to determine if they are active. Additionally, re-vegetation of habitat by seeding shall follow post construction,

As outlined in the memo “The undertaking shall inspect all raptor and Burrowing Owl nests to determine if active. If any nests are found to be active all time of year restrictions shall be followed to avoid any disturbance. Migratory bird breeding season and their corresponding

mitigations shall be followed if the project construction activities find themselves within these valued seasons. Post-construction reseeding of the disturbed construction site shall be seeded with appropriate native mixes that match the relative ecological site description shall be accomplished.”

11. **Whether the action violates Federal or local laws or requirements imposed for the protection of the environment:** The proposed project will not violate any federal or tribal environmental laws or requirements. In addition, the proposed action is consistent with applicable land management plans, policies, and programs. State, Tribal, local, and interested members of the public were given the opportunity to participate in the environmental analysis process.
12. **Indian Trust Assets:** The proposed project area does not contain any Indian Trust Assets in the form of perennial water resources, fisheries, saleable timber, paleontology resources or agricultural resources. The proposed project area is not part of any right-of-way avoidance and exclusion areas, wilderness area, special management area, area of critical environmental concern, or other protected area.

If juniper, or pinyon pine, or any other forest product is identified within the right-of-way of the proposed waterline project area will be inventoried and appraised in accordance with the Navajo Nation Forest and Woodland Regulations (RCMA-48-01), Part 53 Indian Affairs Manual Chapter 3 - Harvest of Forest Products, and 25 Code of Federal Regulation Part 163. It is anticipated the stumpage (appraised fair market value minus the cost to harvest/transport/implement mitigation requirements) to be less than \$25,000.00 due to the small size of the proposed project area.

A forest harvesting permit and/or contract will be issued on Tribal Trust Land and Indian Allotments. Forest products will be harvested in accordance with all applicable Tribal and Federal laws and regulations regarding forest product harvesting (e.g., RCMA-48-01, 25 CFR Part 163).

13. **Climate Change, its effects on the proposed action and its environmental impacts:** The Potential effects of climate change on the hydrology of the San Juan Basin and NGWSP were discussed in the 2009 NGWSP PR/FEIS (pp. V144-145). Conservation measures regarding climate change impacts to threatened and endangered fish were incorporated into the NGWSP’s Biological Opinion (USFWS 2009) and environmental commitments. No substantial changes to the impacts previously described in the 2009 NGWSP PR/FEIS would occur from implementing the Proposed Action; no further analysis is needed.

CONCLUSION

The proposed action is the Preferred Alternative. It does not constitute a major federal action, which normally requires preparation of an environmental impact statement (EIS).

Based on the foregoing, it has been determined that an EIS is not required for this project and thus will not be prepared.

**GREGORY
MEHOJAH**

Digitally signed by
GREGORY MEHOJAH
Date: 2022.12.01 12:33:08
-07'00'

Gregory C. Mehojah
Regional Director, Navajo
Bureau of Indian Affairs
U.S. Department of the Interior

Date

Water Use Permit

WATER USE PERMIT

VALID FROM _____ **to** _____

NOTE: This permit is valid only upon signature of the Branch Director, Technical, Construction and Operations Branch (TCOB), or Director, Department of Water Resources (DWR) or Division Director, Division of Natural Resources (DNR). Please read Water Use Permit information sheet before completing this form.

APPLICANT: _____

LAST NAME **FIRST; OR COMPANY NAME**

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ **TELEPHONE NO:** _____

EMAIL ADDRESS: _____

DATE RECEIVED: _____ **DATE COMPLETED** _____

\$25.00 Filing Fee Received _____ **Receipt No.** _____ **Initial** _____

IDENTIFIED WATER SOURCE TO BE USED

() Spring No: _____ () Stream Name: _____

() Stockpond Name/No: _____ () Lake/Reservoir Name: _____

() Well No: _____ () Injection Well No: _____

Amount of water requested: _____

() Other Description/Name: _____ Grazing District: _____

Chapter: _____ **Chapter Code:** _____

State:	<input type="checkbox"/> AZ/Arizona	<input type="checkbox"/> NM/New Mexico	<input type="checkbox"/> UT/Utah
County:	<input type="checkbox"/> AP/Apache	<input type="checkbox"/> MK/McKinley	<input type="checkbox"/> SJ/San Juan
	<input type="checkbox"/> NA/Navajo	<input type="checkbox"/> VL/Valencia	<input type="checkbox"/> KA/Kane
	<input type="checkbox"/> CO/Coconino	<input type="checkbox"/> BL/Bernalillo	
		<input type="checkbox"/> SD/Sandoval	
		<input type="checkbox"/> SO/Socorro	
		<input type="checkbox"/> RA/Rio Arriba	
		<input type="checkbox"/> SA/San Juan	

Quad. No: (7.5 min. Series) _____

UTM COORDINATES: X (East)_____ **Y (North)**_____ **ZONE**_____

<u>NE SE SW NW / NE SE SW NW / NE SE SW NW</u>					
10 Acre	40 Acre	160 Acre	Section	Township	Range

LAND STATUS

() TRUST () FEE () LEASE () ALLOTMENT () OTHER _____
 WATERSHED NAME: _____ USGS WATERSHED CODE NO. _____

CONSUMPTIVE WATER USE NEEDED FOR**PRIMARY:**

() Domestic () Recreational
 () Municipal () Industrial
 () Livestock () Mining
 () Irrigation Agriculture () Commercial
 () Wildlife and Fish () Other _____

DOMESTIC/MUNICIPAL:

Number of People: _____ Number of Homes: _____ Others: _____

TYPE OF LIVESTOCK: () Horses No: _____ () Goats No: _____
 () Cattle No: _____ () Sheep No: _____
 () Other: _____ () No: _____

TYPE OF CROPS: () Row (ie., corn) Acres _____
 () Forage-Hay-Pasture Acres _____
 () Small Grains Acres _____
 () Horticulture (ie., Fruits & Vegetables) Acres _____

TYPE OF WILDLIFE: () Fish No: _____ () Small Game No: _____
 () Large Game No: _____ () Birds No: _____
 () Others No: _____

**IF WATER IS USED FOR INDUSTRIAL OR MINING PURPOSES, ATTACH WATER SUPPLY PLAN
 DESCRIBING SOURCE AND METHODS OF DIVERSION, CONVEYANCE AND USES.**

SEASON OF MAXIMUM USE: () Spring () Summer () Fall () Winter

MAXIMUM RATE OF USE: _____ () GPM () CFS

EXPECTED DATE WATER USAGE TO BEGIN: _____

EXPECTED VOLUME OF WATER TO BE USED: _____ ac/ft (_____ gallons)

METHOD OF WATER DIVERSION: () Instream Pump () Gate or Gravity Flow
 () Other: _____

METHOD OF WATER CONVEYANCE: () Ditch () Canal () Pipeline () Truck
 () Other: _____

**ATTACH AN 8 1/2" X 11" MAP SHOWING EXACT LOCATION OF IDENTIFIED WATER SOURCE AND
 SCENARIO/ LOCATION OF WHERE WATER IS TO BE USED.**

RETURN FLOW OR DISCHARGE

AMOUNT OF WATER: _____ **METHOD:** () Direct
 () GPM () CFS () GPD () Indirect
 () Injection

IS DISCHARGE TREATED () YES () NO
IS QUALITY AFFECTED () YES () NO **IS TEMPERATURE AFFECTED** () YES () NO
FEDERAL/UIC PERMIT: _____ **NPDES PERMIT NUMBER:** _____

CONDITIONS

1. Purpose of definition the Technical Construction and Operations Branch (TCOB), Navajo Nation Department of Water Resources (Department) and "Permittee" means entity, company, water user and its successors.
2. Permittee agrees to comply with the terms and conditions of the Water Use Permit and the Navajo Nation Water Code. Permittee understands and agrees that failure to comply with the permit shall result in forfeiture of this permit.
3. This permit may be revoked if:
 - A. Permittee is not in compliance with any conditions set forth in this permit.
 - B. Permittee is in violation of any provision of the Navajo Nation Water Code.
 - C. Insufficient water supplies are present for whatever reason or terms.
 - D. For any other due cause as a result of negative findings from investigation that is performed by both department and permittee.
4. Permit is valid only for the terms specified and shall expire at the end of the term or at the completion of the proposed project or required water usage, whichever comes first. Permittee's rights to obtain water will be limited to the allocated amount. Permittee does not have authority to transfer, convey, or allocate the water subject to this permit to any third party or for any other project not specified herein. It is further agreed between the parties that this permit does not give the Permittee the right to haul water for hire on the Navajo Reservation, or on land subject to the jurisdiction of the Navajo Nation.
5. Permittee agrees to pay for the water used at the applicable water use rate fee. Payment must be made by Permittee within ten working days of receipt of the invoice. The fees for this permit will be adjusted annually over the next five (5) years by multiplying the fee amount that is in effect at the time of an adjustment by the CPI change. The new fee amount shall take effect immediately. CPI change means the amount reported as the "12 months Percent Change" under the column for "Annual" in the Consumer Price Index All Urban Consumers, U.S. City Average, All Items, Base Periods 1982-84=100 (not seasonally adjusted), as published by the Bureau of Labor Statistics of the United States Department of Labor ("BLS") for the calendar year prior to the year in which the CPI Adjustment is being made. If the applicable BLS publication ceases to be compiled or published, then such other available data or index as the Navajo Nation determines would be the most comparable to such index shall be used. An Annual Consumer Price Index adjustment from the Bureau of Labor Statistics will be used for the compounded water use rate and current effective annual interest rate. The annual billing period will be from January through December. Any restructuring of water use fees or water rate increase by the Resources and Development Committee of the Navajo Nation Council will be effective immediately.
6. Permittee agrees to submit meter readings or other evidence showing the quantity of water withdrawn pursuant to this permit to the TCOB office at the end of the term or at the completion of the proposed project or required water usage, whichever comes first. The water use data will be submitted by the Permittee.
7. Any breach of this permit or any failure to pay in full for the water used by due date will be a breach of this permit and the Navajo Nation may terminate this permit upon any breach by giving the Permittee notice of such termination in writing not less than ten (10) days prior to the effective date of termination, provided that if, Permittee remedies any such breach within said ten (10) days period, the permit will remain in effect. Said notice shall state the grounds upon which the termination is being made. It will be a breach of this permit and grounds for termination thereof, if Permittee obtains, or attempts to obtain any other water from any source within the jurisdiction of the Navajo Nation other than the source or sources permitted in this permit.
8. Permittee agrees to obtain a Water Use Permit for each place of withdrawal of water in conjunction with the place of use prior to making use of such source. Authorization granted under this permit is only for the stated use of the indicated water source location. Permittee is responsible for obtaining any applicable permit from the appropriate department/agency that may be required for the proposed work
9. Permittee agrees to hold harmless and indemnify the Navajo Nation against any and all losses, costs, damages, claims, expenses or other liability whatsoever, rising out of, or connected with Permittee's services under this permit including but not limited to, any accident or injury to person or property.

CONDITIONS

10. All disputes arising from the subject matter of this permit or the performance thereof will be settled in the Navajo Nation Courts and under the laws of the Navajo Nation. Nothing herein shall be construed as a waiver of the sovereign immunity of the Navajo Nation, pursuant to 1 N.T.C. §351 et seq.
11. Permittee agrees to maintain the immediate area in a safe and sanitary manner, free of unnecessary debris.
12. If permittee hires sub-contractors to haul water covered by Water Use Permit, Permittee must notify the Navajo TCOB office of sub-contractors in writing.
13. In case of a Tribal Well, no more than two-thirds of the water in the water tank will be withdrawn. Before further withdrawals are to be made from a water tank, the water level in the tank must be allowed to rise back to the original level.
14. It is agreed that the Department of Water Resources reserves the right to limit the quantity of water that can be taken under this permit to the above stated amount or less, to limit or restrict the sources of the Navajo Nation and in the best interests of the Navajo Nation. Such limitation will be imposed at the discretion of the Director, Department of Water Resources.
15. Permittee agrees to allow reasonable entry upon their premises by Navajo Nation Employees engaged in the administration of this permit.
16. When insufficient water supplies are present for whatever reason or terms, the following priority of uses shall be considered in the order in which they are listed: 1) Domestic and municipal uses 2) Stock watering uses 3) Agriculture uses 4) Instream needs, for fish, wildlife conservation and recreation uses 5) Economic development uses including industrial and power uses.

Permittee's Signature _____ Date _____

OFFICIAL USE ONLY

() Yes () No _____ Date _____
Technical Reviewer

Approved/Disapproved: _____ Date _____
Branch Director, TCOB, DWR, DNR

If Disapproved State Reasons:

**Navajo Department of Agriculture
Re-seeding Requirements**

Navajo Department of Agriculture Re-seeding Requirements

Prepared by: Judy R. Willetto, Range Conservationist
Navajo Department of Agriculture - Ft. Defiance A.O.
P.O. Box 308
Window Rock, Arizona 86515
Telephone (602) 871-7076
FAX (602) 871-5493
Revision Date: December 6, 1994

NAVAJO TRIBAL UTILITY AUTHORITY VEGETATIVE RECLAMATION FOR PIPELINE AND POWERLINE R.O.W.

PIPELINE (GAS, WATER, SEWAGE, ETC.)

Site Description #1

Grasses and Grasslike: Blue Gramma, Western Wheatgrass, Needle and Thread,
Bottlebrush Squirreltail, etc.
Shrubs and Trees: Pinyon Pine, Juniper, Sagebrush, Rabbitbrush
Soils: Loam, Clay Loam, Sandy Loam, Sandy Clay Loam

Preparation of Site

Prior to excavation of the pipeline trench, the top 6 inches of topsoil in right of way will be removed and saved for further use to reclaim pipeline right of way. The saved topsoil will be stockpiled far enough away from the trench and line of work so, as not be damaged. After the topsoil has been stockpiled, trenching, ripping, etc. can begin.

Restoration

Pipeline trench will be filled with excavated material, the impacted of affected area within the right of way will be smoothed evenly with the topography of the land. The saved topsoil will then be placed over smoothed right of way. Right of way will then be reseeded with the following seed mixture; TABLE A-1

TABLE A-1

Species	Cultivar	Lbs PLS/Acre
Western Wheatgrass	Arriba	3.0
Streambank Wheatgrass		2.0
Intermediate Wheatgrass	Oahe	3.0
Indian Rice Grass	Paloma	2.0
Blue Grama		2.0
Sideoats Grama		2.0
Little Bluestem		2.0
Rocky Mountain Penstemon		1.0
TOTAL POUNDS PLS PER ACRE		16.0

* PLS - Pure Live Seed

Site Description #2

Grasses and Grasslike: Western Wheatgrass, Blue Grama
Shrubs and Trees: Ponderosa Pine, Douglas fir, Blue Spruce
Soils: Loam, Clay, Clay Loam

Preparation of Site

Prior to excavation of the pipeline trench, the top 6 inches of topsoil in in right of way will be removed and saved for further use to reclaim pipeline right of way. The saved topsoil will be stockpiled far enough away from the trench and line of work so, as not be be damaged. After the topsoil has been stockpiled, trenching, ripping, etc. can begin.

Restoration

Pipeline trench will be filled with excavated material, right of way will be smoothed evenly with the topography of the land. The saved topsoil will then be placed over smoothed right of way. Right of way will then be reseeded with the following seed mixture; TABLE A-2

TABLE A-2

Species	Cultivar	Lbs PLS/Acre
Western Wheatgrass	Arriba	3.0
Streambank Wheatgrass		2.0
Intermediate Wheatgrass	Oahe	3.0
Indian Rice Grass	Paloma	2.0
Blue Grama		2.0
Sideoats Grama		2.0
Little Bluestem		2.0
Rocky Mountain Penstemon		1.0
TOTAL POUNDS PLS PER ACRE		16.0

Description #3 (ND-1)

Grasses and Grasslike: Alkali Sacaton, Galleta, Sand Dropseed, Threeawn
Shrubs and Trees: Fourwing Saltbush, Shadscale, Greasewood
Soils: Sand, Sandy Loam

Preparation of Site

Prior to excavation of the pipeline trench, top 6 inches of topsoil in in right of way will be removed and saved for further use to reclaim pipeline right of way. The topsoil will be stockpiled far enough away from the trench and line of work so, as not be be damaged. After the topsoil has been stockpiled, trenching, ripping, etc. can begin.

Restoration

Pipeline trench will be filled with excavated material, right of way will be smoothed evenly with the topography of the land. Topsoil will then be placed

TABLE B-1

Species		Lbs PLS/1000 sq.ft.
Western Wheatgrass	Arriba	1.0
Streambank Wheatgrass		1.0
Intermediate Wheatgrass	Oahe	1.0
Indian Rice Grass	Paloma	1.0
Blue Grama		1.0
TOTAL POUNDS PLS PER 1000 SQUARE FEET		5.0

Preparation of Site (Minimal Impact)

Prior to excavation and installation of utility posts/poles with overhead powerlines, the top (6) six inches of topsoil around post/pole location will be removed and stockpiled for later use to reclaim area. Stockpiled topsoil will be kept away from worksite, at a distance where it will not be damaged or mixed in with fill material to stabilize utility post/pole. Since reclamation will focus 10 to 30 feet in diameter around the utility post/pole this plan will be used only for minimal impacts, where a the entire right of way is not affected by construction. -

Restoration

Upon installation of of the utility post/poles and overhead powerlines the affected area will be smoothed evenly to match the topography of the field. After smoothing the stockpiled topsoil will be placed evenly over affected or impacted area. The area will then hand seeded (Broadcasted) and manually raked into the soil. Do not leave seed without raking into soil, it will blow away, birds will feed on seed, etc. Specify to field staff the importance of manually raking to secure seed into the ground. Do not over rake and deep bury seed, this will result in low or no germination of the seed. Seed needs to be placed in the top one (1) inch of the soil. The following broadcast seed mixture will be used on this area; TABLE B-1

TABLE B-1

Species		Lbs PLS/100 sq.ft.
Western Wheatgrass	Arriba	1.0
Streambank Wheatgrass		1.0
Intermediate Wheatgrass	Oahe	1.0
Indian Rice Grass	Paloma	1.0
Blue Grama		1.0
TOTAL POUNDS PLS PER 1000 SQUARE FEET		5.0

Site Description #2

Grasses and Grasslike: Western Wheatgrass, Blue Grama
Shrubs and Trees: Ponderosa Pine, Douglas fir, Blue Spruce
Soils: Loam, Clay, Clay Loam

Preparation of Site (Extensive Impact)

Prior to excavation to install overhead powerlines with utility poles, the top six (6) inches of topsoil in the right of way will be removed and stockpiled for further use to reclaim area. The topsoil will be stockpiled at an adequate distance away from worksite, to prevent usage until initial reclamation begins. Stockpiled topsoil will be specifically used for reclamation purposes, at no time will the topsoil be used as fill material to stabilize utility posts/poles.

Restoration

Utility poles with overhead powerlines have been installed, poles have been stabilized securely, area will be smoothed to match the surrounding topography. After area has been smoothed, topsoil will be replaced and evenly spread over the right of way. The right of way will then be mechanically drilled seeded or under close supervision an (ATV) All Terrain Vehicles with seeding mount will be used. The right of way will be reseeded with the following seed mixture; TABLE B-1

TABLE B-1

Species		Lbs PLS/1000 sq.ft.
Western Wheatgrass	Arriba	1.0
Streambank Wheatgrass		1.0
Intermediate Wheatgrass	Oahe	1.0
Indian Rice Grass	Paloma	1.0
Blue Grama		1.0
TOTAL POUNDS PLS PER 1000 SQUARE FEET		5.0

Preparation of Site (Minimal Impact)

Prior to excavation and installation of utility posts/poles with overhead powerlines, the top (6) six inches of topsoil around post/pole location will be removed and stockpiled for later use to reclaim area. Stockpiled topsoil will be kept away from worksite, at a distance where it will not be damaged or mixed in with fill material to stabilize utility post/pole. Since reclamation will focus 10 to 30 feet in diameter around the utility post/pole this plan will be used only for minimal impacts, where a the entire right of way is not affected by construction.

Restoration

Upon installation of of the utility post/poles and overhead powerlines the affected area will be smoothed evenly to match the topography of the field. After smoothing the stockpiled topsoil will be placed evenly over affected or impacted area. The area will then hand seeded (Broadcasted) and manually raked

into the soil. Do not leave seed without raking into soil, it will blow way, birds will feed on seed, etc. Specify to field staff the importance of manually raking to secure seed into the ground. Do not over rake and bury seed, this will result in low or no germination of the seed. Seed needs to be placed in the top inch of the soil. The following broadcast seed mixture will be used on this area; TABLE B-1

TABLE B-1

Species		Lbs PLS/1000 sq.ft.
Western Wheatgrass	Arriba	1.0
Streambank Wheatgrass	Sodar	1.0
Intermediate Wheatgrass	Oahe	1.0
Indian Rice Grass	Paloma	1.0
Blue Grama		1.0
TOTAL POUNDS PLS PER 1000 SQUARE FEET		5.0

Description #3

Grasses and Grasslike: Alkali Sacaton, Galleta, Sand Dropseed, Threawn
 Shrubs and Trees: Fourwing Saltbush, Shadscale, Greasewood
 Soils: Sand, Sandy Loam

Preparation of Site (Extensive Impact)

Prior to excavation to install overhead powerlines with utility poles, the top six (6) inches of topsoil in the right of way will be removed and stockpiled for further use to reclaim area. The topsoil will be stockpiled at an adequate distance away from worksite, to prevent usage, until initial reclamation begins. Stockpiled topsoil will be specifically used for reclamation purposes, at no time will the topsoil be used as fill material to stabilize utility posts/poles.

Restoration

Utility poles with overhead powerlines have been installed, poles have been stabilized securely, area will be smooth to match the surrounding topography. After area has been smoothed, topsoil will be replaced and evenly spread over the right of way. The right of way will then be mechanically drilled seeded or under close supervision an (ATV) All Terrain Vehicles with seeding mount will be used. The right of way will be reseeded with the following seed mixture; TABLE B-2

TABLE B-2

Species		Lbs PLS/1000 sq.ft.
Alkali Sacaton		1.0
Indian Rice Grass	Paloma	1.0
Galleta	Viva	1.0
Western Wheatgrass	Arriba	2.0
TOTAL POUNDS PLS PER 1000 SQUARE FEET		5.0

Preparation of Site (Minimal Impact)

Prior to excavation and installation of utility posts/poles with overhead powerlines, the top (6) six inches of topsoil around post/pole location will be removed and stockpiled for later use to reclaim area. Stockpiled topsoil will be kept away from worksite, at a distance where it will not be damaged or mixed in with fill material to stabilize utility post/pole. Since reclamation will focus 10 to 30 feet in diameter around the utility post/pole this plan will be used only for minimal impacts, where a the entire right of way is not affected by construction.

Restoration

Upon installation of of the utility post/poles and overhead powerlines the affected area will be smoothed evenly to match the topography of the field. After smoothing the stockpiled topsoil will be placed evenly over affected or impacted area. The area will then hand seeded (Broadcasted) and manually raked into the soil. Do not leave seed without raking into soil, it will blow way, birds will feed on seed, etc. Specify to field staff the importance of manually raking to secure seed into the ground. Do not over rake and bury seed, this will result in low or no germination of the seed. Seed needs to be placed in the top inch of the soil. The following broadcast seed mixture will be used on this area; TABLE B-2

TABLE B-2

Species		Lbs PLS/1000 sq.ft.
Alkali Sacaton		1.0
Indian Rice Grass	Paloma	1.0
Galleta	Viva	1.0
Western Wheatgrass	Arriba	3.0
TOTAL POUNDS PLS PER 1000 SQUARE FEET		5.0

Special/Other Requirements

Seed

All seed must be certified to ensure viability. Start with quality seed, to achieve quality plantings.

Seeding Dates

Seeding dates in Site Description #1 (WP-1) and Site Description #2 (AN-1) will begin June 15 to August 15. The Navajo Nation in these two sites receives high levels of precipitation after August 15. Our intention is to plant before our monsoon season so, planted seed will receive moisture for proper germination and growth.

Seeding dates for Site Description #3 (ND) will begin November 1 through December 15. Dormant seedings from November to mid December are recommended for Northern Desert, due to the extreme hot temperatures and low precipitation during the summer months. Northern Desert receives most of it's precipitation during the winter in the form of snow.

Mulch

Mulch not recommended, due to the high levels of grazing by livestock. Mulch would attract livestock to the area and possibly cause damage to the reseeding. Mulch is not quality feed for horses and sheep and could also cause them to become ill and die. To avoid livestock fatalities we advise not to mulch.

Appendix D

Contractor Submittal Form and Submittals Checklist

CONTRACTOR SUBMITTAL FORM

Project Name: BBN9 Reaches 10.1, 10.2 & 10.3	<input type="checkbox"/> M (Materials) <input type="checkbox"/> T (Testing) <input type="checkbox"/> A (Administrative)	Submittal No.
Date:		
Contractor:	No. of Copies:	

Supplier:	Manufacturer:
Specification No.:	Drawing No.:
Bid Item No(s):	
Submittal Checklist No(s):	
Product Description:	
Are there any deviations from the Contract Documents? <input type="checkbox"/> No <input type="checkbox"/> Yes Explain:	
Contractor's certification that product meets requirements of Contract Documents: <input type="checkbox"/> Certified <input type="checkbox"/> Certified with variations as noted on shop drawings and/or attached sheets.	
Signed:	Date:

Engineer's Comments: <input type="checkbox"/> No Exception Taken <input type="checkbox"/> Approved as Corrected <input type="checkbox"/> Exceptions as Noted <input type="checkbox"/> Submittal Rejected <input type="checkbox"/> Revise and Resubmit to Engineer <input type="checkbox"/> Contractor to Submit Specified Information	<p>Review is limited to check for compliance with design concept. No changes from provisions of Contract Documents are intended and Contractor remains responsible for compliance with revisions therein.</p> <p>The Contractor is solely responsible for quantities; correctness of dimensions; verification of physical interrelation of elements of the work as required by the drawings and specifications and by field determination; fabrication procedures, construction methods, techniques and sequences. This review does not relieve the Contractor from these responsibilities.</p> <p>Non-conformities and errors detected have been noted but such markings, or lack thereof, shall not relieve the Contractor from compliance with all requirements of the contract drawings and specifications.</p>
Signed:	Date:



SUBMITTALS CHECKLIST

Project Name:
NGWSP BBN9
Project Reaches 10.1, 10.2 & 10.3
Project Number: 6922268

Type	No.	Item	Date Received	Date Reviewed	Review Status	Comments
Basic Requirements 01 00 00						
A	1	All required permits not obtained by Owner, incl. Low Threat General Permit for pipeline flushing, and State of NM building permits				
A	2	All required encroachment agreements from utility companies, road owners, and NTUA.				
A	3	Water import permit (if required)				
A	4	Water use permit				
A	5	Line flushing plan, incl. gpm, gpd, hours and dates for flushing, water source, etc.				
A	6	Work Schedule (monthly)				
A	7	Record drawings (monthly)				
A	8	Notification of plan to work within ROW of BIA road				
A	9	Notification of working 100 ft of culturally sensitive area				
A	10	Safety plan				
A	11	Stormwater pollution prevention plan (SWPPP), including plan, permits, BMPs				
A	12	Schedule for manufacturer's start-up and operator training dates				
A	13	NTUA Permission To Tap existing waterline				
A	14	Requests for additional time or extra work (if necessary)				
Surveying 02 21 13						
M	15	Survey request form				
M	16	Survey data				
A	17	Plans, surveys or staking discrepancies				
M	18	As-built data/drawings				
Concrete Forms and Accessories 03 10 00						
M	19	Concrete Form Materials and Accessories				
M	20	Concrete Form release Agent				
Concrete Reinforcement 03 20 00						
M	21	Concrete Reinforcement				
M	22	Reinforcing Steel Placing Drawings				
M	23	Building foundation plan				
Joints in Concrete 03 29 00						
M	24	Concrete Joints				
Cast-In-Place Concrete 03 30 00						
M	25	Concrete mix design and batch plant report				
T	26	Concrete delivery tickets				
M	27	Materials and methods for curing				
M	28	Reinforcement inspection report (where needed)				
T	29	Concrete field tests results				
T	30	Compression tests results				
M	31	Cement material				
T	32	Trial batch results				
M	33	Cement mill test reports				
M	34	Building foundation plan				
Grout 03 60 00						
A	35	Manufacturer's technical data and application manual				
M	36	Grout Mix Design				
Unit Masonry 04 20 00						
A	37	Samples of concrete masonry, certification and test reports				
M	38	Color chart for mortar				
Rough Carpentry 06 10 00						
A	39	Shop drawings				
A	40	Manufacturer catalog				
M	41	Lumber materials				
M	42	Sheathing materials				
M	43	Shop fabricated trusses				
Steel Doors and Frames 08 11 13						
M	44	Door and frame configuration, location of cut-outs				
M	45	Samples of metal, door frame and door face				
M	46	Steel doors and frame				
M	47	Components (exterior doors, frames, core, end closure, thermal insulation)				
M	48	Accessories (stops, hinges, weatherstripping, cane bolt and gate, door closer)				
M	49	Fabrication				
M	50	Finishes				
M	51	Manufacturer's warranty, product data, and installation instructions				

Bullet Resistant Steel Doors and Frames 08 11 14						
A	52	Shop Drawings				
M	53	Bullet resistant man door, with safety devices, hinges, sight glass, and hardware				
M	54	Components (exterior doors, frames, core, end closure, thermal insulation)				
M	55	Glazing				
M	56	Heavy duty hinges				
M	57	Door closers				
M	58	Heavy duty cane bolt and gate stop assembly				
M	59	Finishes				
M	60	Manufacturer's warranty, product data, glazing information, and installation instructions				
Overhead Coiling Doors 08 33 23						
A	61	Manufacturer's product data sheets				
A	62	Shop drawings				
M	63	Selection samples				
M	64	Verification samples				
A	65	Manufacturer's certificates				
A	66	Operation and Maintenance Data				
A	67	Lubrication requirements and frequency and periodic adjustment				
A	68	Manufacturer qualifications				
A	69	Installer qualifications				
M	70	Insulated overhead coiling service doors and accessories				
Door Hardware 08 71 00						
A	71	Shop Drawings				
M	72	Hardware components (lock, closer, kickplate, gasket, floor stop)				
Protective Anti-Graffiti Coatings 09 92 00						
A	73	Material List				
A	74	Contractor's specific application plan				
M	75	Anti-Graffiti Coating and Primer				
Water Storage Tank Painting 09 97 14						
A	76	Contractor, Welder, Personnel qualifications				
T	77	Dry Film Thickness Test				
A	78	Color Chart				
M	79	Tank Interior Primer				
M	80	Tank Interior Finish				
M	81	Tank Exterior Primer				
M	82	Tank Exterior Finish				
M	83	Exterior Tank Floor (Underside)				
M	84	Interior Roof Laps				
M	85	Above-Ground Pipes				
M	86	Buried Pipes and Fittings				
T	87	VOC Tests				
A	88	NACA Inspector qualifications				
Chlorination Facility Plumbing 22 11 05						
A	89	Manufacturers installation instructions				
A	90	Manufacturers certificates				
M	91	Piping - steel, DI, PVC				
M	92	Unions and flanges				
M	93	Ball valves (stainless steel)				
M	94	Ball valves (gray iron) and actuator				
M	95	Ball valves (PVC)				
M	96	Check valves				
M	97	Pipe hangers and supports				
M	98	Sleeves				
M	99	Water pressure gauges				
M	100	Electronic Control Valve and valve controller				
M	101	Air Valves				
M	102	Pressure relief valves				
M	103	Hose bibs and sample cocks				
M	104	Booster pump - chemical room				
M	105	Y-Strainer				
M	106	Tapping saddles/ sleeves				
M	107	Paint - steel pipe and uncoated ferrous appurtenances				
Pre-Manufactured Booster Pump System 22 11 35						
M	108	Equipment				
A	109	Mechanical drawings				
A	110	Manufacturer's warranty				
A	111	Catalog cut sheets				
A	112	Copy of manufacturer's UL label				
A	113	Detailed sequence of operation				
A	114	Wiring schematics				
A	115	Drawing of control panel layout				
A	116	Color charts and/or finish samples				
M	117	Operation and maintenance manuals				
M	118	Structural				

M	119	Pump station enclosure				
M	120	Vertical multistage centrifugal pumps				
M	121	Pipe, valves and fittings				
M	122	Pipe supports				
M	123	Doors and hardware				
M	124	Electrical design				
M	125	Variable Frequency Drives				
M	126	PLC control panel				
M	127	Pressure gauges				
M	128	Suction and discharge pressure transmitter				
M	129	Flow meter and flow transmitter				
M	130	Pressure Sustaining Valve				
M	131	Corrosion protection				
T	132	Testing results/data				
M	133	Programming				
A	134	Installation and Startup Services plan				
A	135	Post-Installation Services plan				
M	136	Spare parts				
General Electrical Provisions 26 01 00						
M	137	Materials list				
M	138	Shop drawings				
M	139	Electrical identification				
M	140	Signage				
Control Voltage Electrical Wire and Cables 26 05 23						
M	141	Communication Cable				
M	142	Paired Cable				
M	143	Control Wire				
T	144	Test Reports				
A	145	Maintenance Data				
Raceways 26 11 00						
M	146	Metal Conduit and Tubing				
M	147	Nonmetallic Conduit				
M	148	Plastic-coated metal conduit (for chemical room of chlorinator building)				
M	149	Fittings				
M	150	Warning Tape				
Wires and Cables 26 12 00						
M	151	Wires and cables				
M	152	Vertical cable supports				
M	153	Connectors and lugs				
M	154	Tape				
M	155	Circuits				
M	156	Tests and procedures				
T	157	Test results reports				
Transformers 26 12 16						
M	158	Transformer shop drawings				
M	159	Dry type transformer				
T	160	Field test report				
Outlet Boxes 26 13 00						
M	161	Boxes, Enclosures, and Cabinets				
M	162	Handholes and UG Boxes				
M	163	Outlet Boxes				
M	164	Pullboxes				
M	165	Wet Area Equipment				
Cabinets 26 13 30						
M	166	Cabinets with locks and ground bar				
Wiring Devices 26 14 00						
M	167	Switches & Occupancy Sensors				
M	168	Receptacles				
M	169	Plug caps				
M	170	Device plates				
M	171	Enclosures				
T	172	Test Reports				
Panelboards 26 16 00						
M	173	Shop drawings				
M	174	Control Panels and Panelboards				
M	175	Cabinets				
M	176	Breakers				
T	177	Test reports				
M	178	Load Center Product Data				
M	179	Protective Device Product Data				
M	180	TVSS Product Data				
M	181	Load Center Shop Drawings				
M	182	Panel Schedules				

Motor and Circuit Disconnect 26 17 00					
M	183	Safety type disconnecting switches			
M	184	Separately enclosed motor snap switches			
Fuses 26 18 10					
M	185	Product Data for Fuses			
Relays and Contactors 26 19 00					
M	186	Relays and contactors			
M	187	Enclosures			
Chlorinator Instrumentation and Controls 26 27 33					
A	188	Cl2 Building Electrical Shop Drawings / Electrical Diagram			
A	189	Operations and Maintenance manuals			
A	190	Manufacturer's installation, calibration and test procedures			
M	191	Magnetic flow meter and pulse transmitter module			
M	192	Pressure transmitter			
M	193	Thermostat			
M	194	Intrusion switch			
M	195	Limit switch			
M	196	Miscellaneous electrical items as defined in the specification			
M	197	Control Panels and cabinets			
M	198	Smoke detectors			
A	199	Spare parts list			
A	200	Warranties and software licenses			
A	201	Project Record Documents including Site Acceptance Testing and Test Records			
A	202	Instrument calibration records			
A	203	Installation and Startup Services plan			
A	204	Training plan			
Surge Tank Building Instrumentation and Controls 26 27 34					
A	205	Component data and parts number			
A	206	Shop drawings			
A	207	Catalog literature and data sheets			
A	208	Material list/schedule/equipment list			
A	209	Manufacturer's installation, calibration and test procedures			
A	210	Wiring diagrams/elementary diagrams			
A	211	Operations and maintenance manuals			
A	212	Field test results/logs/surveys/records			
A	213	Spare parts list			
A	214	Manufacturer's warranty certificates			
A	215	As-builts for control panel, control devices, and field wiring			
M	216	Thermostat			
M	217	Differential Pressure transmitter			
M	218	Intrusion switch			
M	219	PLC control panel			
M	220	Selector switches			
M	221	Pushbutton switches			
M	222	Pilot lights			
M	223	Control stations			
M	224	Control relays			
M	225	Overcurrent protection			
M	226	Control panels and cabinets			
A	227	Project Record Documents including Site Acceptance Testing and Test Records			
A	228	Installation and Startup Services plan			
A	229	Training plan			
Pressure Transducer Instrumentation and Controls 26 27 35					
A	230	Pressure transducer catalog data and details			
A	231	Manufacturer's installation, calibration, and test procedures			
A	232	Wiring diagrams/elementary diagrams			
A	233	Operation and maintenance manuals			
A	234	Field test results/logs/surveys/records			
A	235	Manufacturer's warranty certificates			
A	236	As-builts for control panel, control devices, and field wiring			
M	237	Pressure transmitter			
A	238	Project Record Documents including Site Acceptance Testing and Test Records			
A	239	Installation and Startup Services plan			
Impressed Current Cathodic Protection 26 42 10					
A	240	Detailed calculations, drawings and data documenting size of cathodic protection system			
A	241	Minor variations to proposed system			
A	242	Final certified operations report			
A	243	Project Record Documents			
A	244	Operation and maintenance manuals			
M	245	Tank to water potential control devices			
M	246	Monitoring reference cells			
M	247	Potential measurement openings			
M	248	Elapsed time meter			
M	249	Impressed current anode segments			

M	250	Electrical cable				
M	251	Conduit				
M	252	Reference cells				
M	253	Cable connectors				
M	254	Anode suspension ropes				
M	255	Anode cable routing				
A	256	Cathodic protection system service agreement				
Grounding 26 45 00						
M	257	Grounding Electrodes				
M	258	Grounding Conductors				
M	259	Ground Connections				
T	260	Field QC test reports				
Exterior Lighting 26 56 00						
M	261	Exterior Light Fixtures				
T	262	Test Reports				
A	263	Operation and Maintenance Data				
A	264	Warranty				
Lightning Protection System 26 60 10						
M	265	Shop drawings and plans				
M	266	Air terminal rods				
M	267	Connectors				
M	268	Conductors				
M	269	Ground rods				
M	270	Underwriters Laboratories, Inc. certification				
SCADA Telemetry System 27 43 30						
M	271	Shop drawings				
M	272	Equipment list				
T	273	Source / Field QC test reports				
A	274	O&M data				
M	275	Remote telemetry radios				
M	276	Remote antennas				
M	277	Transmission lines				
M	278	Coaxial transient surge protector				
M	279	Fiber Optic Cable and connections				
M	280	SCADA PLC control panel, incl. PLC, HMI, processor				
M	281	Power supply				
M	282	Ethernet Switch, Input module, relay output module, analog input module				
M	283	Surge Suppressor				
M	284	Lightning Arrestor				
M	285	Terminal strips				
A	286	I/O List				
M	287	PLC/Radio control cabinet				
T	288	Field operational test reports				
Site Clearing 31 10 00						
A	289	Notification to work within 100 ft of designated restricted areas or culturally sensitive areas (as necessary)				
A	290	Documentation of 811 NM One-Call				
Rough Grading 31 22 13						
A	291	Samples of each type of fill				
A	292	Material Sources				
A	293	Manufacturers certificates				
A	294	Notification to work within 100 ft of designated restricted areas or culturally sensitive areas (as necessary)				
Trenching 31 23 17						
A	295	Material Source				
A	296	Manufacturer's Certificate				
A	297	Notification to work within 100 ft of designated restricted areas or culturally sensitive areas (as necessary)				
Rock Removal 31 23 18						
A	298	Notification of rock to be removed				
M	299	Type of equipment to be used				
M	300	Sieve analyses and geotechnical data (as necessary)				
Backfill 31 23 23						
T	301	Compaction test results				
M	302	Native backfill material				
M	303	Engineered Fill Material				
M	304	Imported backfill material				
T	305	Classification of materials reports/records				
A	306	Manufacturer's Certificate				
Controlled Low Strength Material 31 23 25						
A	307	Approval Data for CLSM Produced Without Native Soil				
A	308	Approval Data for CLSM Produced With Native Soil				
T	309	Quality Control Test Results				
A	310	Approval Data for method to prevent pipe flotation while placing CLSM				

A	311	Qualifications of personnel performing work (as necessary)				
M	312	Cementitious Material				
M	313	Soil				
M	314	Mix				
M	315	Aggregate				
A	316	Copy of current calibration of scales and water meters				
M	317	Mix water information				
A	318	Notify before batching CLSM				
T	319	Field Quality Testing				
Cable Concrete 31 35 27						
M	320	Concrete Mix Design				
T	321	Concrete laboratory test results				
M	322	Cable Concrete Mat Design				
M	323	Geotextile fabric				
M	324	Cables				
M	325	Clamps				
M	326	Cable Concrete Installation Plan				
Rip Rap and Rock Lining 31 37 00						
A	327	Product Data on gradation of rock				
A	328	Verification of final quantities, dimensions and locations of riprap				
M	329	Samples of riprap material for inspection				
T	330	Samples of riprap material testing results				
M	331	Rock for wire enclosed riprap (incl. gradation)				
M	332	Rock for uncaged riprap (incl. gradation)				
M	333	Cage materials, incl. wire mesh, selvedges, stakes, tie wire, geotextile fabric				
Aggregate Base Course and Gravel 32 11 23						
M	334	Aggregate base course				
M	335	Clean gravel (Class I crushed stone)				
A	336	Material Source				
A	337	Manufacturer's Certificate				
T	338	Field testing of density and moisture content				
Chain Link Fences and Gates 32 31 13						
M	339	Shop drawings (installation plan)				
M	340	Produce data for Fabric, Posts, Accessories, Fittings and Hardware				
M	341	Fencing Materials				
M	342	Swing gates with center stop				
M	343	Finishes				
Seeding 32 92 19						
M	344	Documentation of coordination with NNDA				
M	345	Seed mixtures with certifications				
M	346	Coordination of seeding locations and dates				
M	347	Seeding procedure and dates				
M	348	Fertilizer				
M	349	Mulch (if used)				
M	350	Protection of seeded areas plan				
Horizontal Directional Drilling 33 05 23.13						
A	351	Equipment technical data (sizing, capacity, capabilities, drill bit, and other equipment)				
A	352	Installation plan, incl. proposed horizontal and vertical alignments, pit plans, pipe lay-down and fusion areas, dewatering plans, sequence of operations, method of spoils removal, method of monitoring line and grade, method of detecting surface movement				
A	353	Contractor Qualifications				
A	354	Manufacturer's technical data				
A	355	Occupancy permits (if required)				
A	356	Manufacturer's Certificate				
A	357	Contingency plan for unforeseen subsurface conditions, damage to existing utilities, soil heaving or settlement, and other contingencies				
M	358	Drilling fluid				
M	359	High strength tracer wire and connectors				
A	360	HDD installer qualifications				
A	361	Material manufacturer's technical data and certificates				
A	362	Depth of pipe records				
A	363	Horizontal location of pipe records				
A	364	Records of any unexpected subsurface conditions or uncharted utilities discovered				
A	365	Depths and locations of any abandoned bores or equipment				
M	366	Carrier pipe				
M	367	Fusible PVC				
M	368	Fill material				
M	369	Water source				
M	370	Underground pipe marker				
Trenchless Utility Installation 33 05 23.16						
A	371	Equipment technical data (sizing, capacity, capabilities, drill bit, and other equipment)				
A	372	Installation plan, incl. proposed horizontal and vertical alignments, pit plans, pipe lay-down and fusion areas, sequence of operations, method of spoils removal, method of monitoring line and grade, method of detecting surface movement				

A	373	Contractor Qualifications				
A	374	Manufacturer's technical data				
A	375	Occupancy permits (if required)				
A	376	Manufacturer's Certificate				
A	377	Record Drawings				
A	378	Records of any unexpected subsurface conditions or uncharted utilities discovered				
A	379	Depths and locations of any abandoned bores or equipment				
M	380	Steel Casing Pipe				
M	381	Casing End Seals				
M	382	Casing Spacers				
M	383	Grout Mix Design				
Public Water Transmission Systems 33 11 13						
A	384	Data on pipe material, pipe fittings and accessories				
A	385	Manufacturer's Certificate				
M	386	Pipe restraint plan				
M	387	Pre-construction site photos/ videos				
M	388	Shop drawings of custom-fabricated steel fittings				
M	389	All coating which demonstrate compliance with relevant AWWA and NACE standards				
M	390	Cathodic protection and monitoring system designs and components. Incl. locations, drawings, calculations, material data for all components (incl. isolation kits, cables, cable colors, test stations, thermite welds, anodes, connectors, warning tape) & personnel NACE certifications				
M	391	As-built drawings and any Contractor-provided survey data				
A	392	Show drawings with dimensions, of fusible PVC sweeps				
M	393	Gasketed PVC pipe. Include factory test results.				
M	394	Petroleum-resistant pipe gaskets				
M	395	Fusible PVC pipe. Include factory test results.				
M	396	Fusible PVC sweeps, including shop drawings, factory testing results, and post-bending factory inspection report				
M	397	Ductile iron pipe, MJ fittings, mechanical joints, TR Flex joints and lockers, MJ restraints, flanged fittings, flanges/ gaskets. Include factor test results.				
M	398	FBE coatings for ductile iron pipe, fittings, and joints (specify where used)				
M	399	Liquid epoxy coatings for ductile iron pipe and fittings (specify where used)				
M	400	Bituminous coatings for ductile iron pipe and fittings (specify where used)				
M	401	Cement mortar linings for ductile iron pipe and fittings (specify where used)				
M	402	Polyethylene jackets for ductile iron pipe and fittings (std & V-bio)				
M	403	Steel pipe, fittings, and flanges/ gaskets. Include factory test results.				
	404	Stainless steel sensor tubing				
M	405	FBE coatings for steel pipe and fittings, incl. substrate surface preparation				
M	406	Wax Tape coatings				
M	407	Stainless steel pipe, fittings, and flanges. Include factory test results.				
M	408	Tapping sleeves				
M	409	Tapping saddles				
M	410	Detectable warning tape				
M	411	Tracer wire				
M	412	Carsonite marker posts				
M	413	Casing (steel & PVC)				
M	414	Casing spacers				
M	415	Casing end seals				
M	416	Petroleum-resistant end seals				
M	417	Foam Pig				
T	418	FBE coatings cure testing results				
T	419	FBE coating holiday testing results - factory and field tests				
M	420	Fusion bonded epoxy coatings repair/touchup materials				
T	421	Hydrostatic pressure testing results				
M	422	Fusible PVC fusion personnel qualifications				
M	423	Fusible PVC fusion machines, data loggers, cooling equipment, IR pyrometer, weather protection canopy, facing blades, bead removal equipment				
T	424	Fusion joint QAQC reports and data logs				
M	425	Fusible PVC pipe supplemental factory tests				
T	426	Fusible PVC joint destructive testing results				
M	427	Shop welds testing results, x-rays, and welders' certifications				
M	428	Field welds (steel pipe and fittings) test results and welders' certifications				
T	429	Cathodic protection system testing report and start-up report				
T	430	Tracer wire testing results				
M	431	Proposed & actual pipe lines and grades (if different from those shown on Plans)				
A	432	Permission To Tap (must be signed by NTUA prior to connecting to existing system)				
Water Surge Control Tanks 33 12 15						
M	433	Data on pipe material, pipe fittings and accessories				
M	434	Manufacturer's certificate				
M	435	Layout drawings				
M	436	Equipment weights and anchor bolts designs				
M	437	Transient surge analysis and complete report				
M	438	Field measurements of surge tank				

M	439	Surge tanks				
M	440	Differential Pressure transmitter				
Water Utility Valves 33 12 16						
A	441	Manufacturer's Certificates				
A	442	Project Record Documents: Record actual locations of valves				
M	443	Resilient wedge gate valve				
M	444	Butterfly Valves including geared actuators (where needed)				
M	445	Stainless steel ball valve for air/vacuum breaker valves assemblies				
M	446	Isolation valves for flush valve				
M	447	Valve Actuators				
M	448	Orifice plates				
M	449	1/2" air release valve				
M	450	Air valves for mainline				
M	451	Floodsafe inflow preventer				
M	452	Dismantling joints				
M	453	Flush valve flap valves				
M	454	Valve boxes				
M	455	Meter cans & pits				
M	456	Pipe hangers & supports				
M	457	Valve vaults				
M	458	Vault insulation				
M	459	Vault hatch/access cover				
M	460	Two-way Draft damper				
M	461	Warning Placard for Valve Box Lids - include proof				
M	462	Valve ID placards - include proof				
M	463	Warning placards (gate valve box lids) - include proof				
M	464	Valve ID placards and tags (for air valves) - include proof				
T	465	Fusion bonded/liquid epoxy coating cure testing				
T	466	Holiday testing results				
T	467	Touch up and repair of fusion bonded epoxy coatings material				
A	468	O&M data for each type of valve installed				
M	469	Open/shut-off valve tool				
A	470	Tracer wire testing results				
M	471	Spare Parts				
Control Valve 33 12 18						
M	472	Shop drawings				
M	473	Startup procedures				
M	474	Main Control Valve, including all pilot controls, indicators, and appurtenances				
M	475	Independent Pressure Relief Valve and appurtenances				
M	476	Strainer				
M	477	Pipe supports				
M	478	Dismantling joints				
M	479	Air valves				
M	480	Stainless steel ball valve				
M	481	Butterfly Valves including geared actuators (where needed)				
M	482	Valve Vault				
M	483	Access covers				
M	484	Foam insulation				
M	485	Safety ladder				
M	486	Valve identification placards				
T	487	Coatings test results				
A	488	Service reports (post start-up)				
T	489	Pressure test results				
M	490	Warranties				
A	491	O&M manuals				
Disinfection of Water Utility Transmission Systems 33 13 00						
M	492	Disinfection procedures				
M	493	Disinfection chemicals				
M	494	Proposed number of and location of sampling sites				
T	495	Disinfection testing (Cl2 residual) reports				
T	496	Bacteriological testing results				
A	497	Notification to flush, circulate and clean using domestic water				
A	498	Testing plan-proposed testing procedures specific to project				
A	499	Test reports				
A	500	Certify cleanliness of water transmission system				
A	501	Disinfection report				
A	502	Notarized affidavit disinfection been completed according to the reference AWWA standard				
A	503	Bacteriological Report				
A	504	Water Quality Certificate				
A	505	Testing firm's qualifications, and bacteriologist's signature and authority associated with testing				
Water Storage Tank Disinfection 33 13 13						
M	506	Disinfection procedures				
M	507	Disinfection chemicals				

T	508	Disinfection testing (Cl2 residual) reports				
T	509	Bacteriological testing results				
A	510	Manufacturer's certificates				
Welded Steel Water Storage Tank 33 16 19						
A	511	Tank Shop Drawings (PE sealed)				
A	512	Tank Foundation Shop Drawings (PE sealed)				
A	513	Data for expansion joint fitting and other pipe specialty fittings				
A	514	Data for ladders and ladder safety devices				
A	515	Data for cathodic protection components				
A	516	Structural calculations for tank, tank foundation and cathodic protection (PE sealed)				
T	517	Test Reports				
A	518	Manufacturer's certificate				
A	519	Qualifications (fabricator, installer, welders)				
A	520	Manufacturer's field reports				
A	521	Record actual location layout and final configuration				
M	522	Water storage tank				
M	523	Reinforcement				
M	524	Concrete				
M	525	Inlet/Outlet pipe				
M	526	Overflow pipe				
M	527	Fabrication				
A	528	Installation Certificate				
A	529	Manufacturer's warranty				
Chlorination Equipment 44 44 16						
A	530	Certified dimensional shop drawings for materials and equipment				
A	531	Listing of items being provided and schematic diagram of each system				
A	532	Complete information concerning materials of construction, fabrication, and protective coatings				
A	533	Calculations for verification of system sizing				
T	534	Certified field performance test results				
A	535	Manufacturer's Installation Instructions				
A	536	Manufacturer's Certificate				
A	537	Manufacturer's Field Reports				
A	538	Project Record Documents				
A	539	O&M manual				
A	540	Qualifications of manufacturer and installer				
M	541	Vacuum regulator with automatic switchover				
M	542	Control Unit				
M	543	Chlorine control unit/ rotameter				
M	544	Chlorine vacuum monitor				
M	545	Chlorine injector assembly, incl. throat and tailpiece				
M	546	Insertion diffuser assembly				
M	547	Chlorine vent and vacuum tubing				
M	548	Electronic two cylinder chlorine with digital display				
M	549	Chlorine gas detection system				
M	550	Chlorine booster pump (if required)				
M	551	SCBA and hard case				
M	552	Gas cylinder mounting bracket				
A	553	Installation Certificate				
M	554	Spare Parts				
Miscellaneous Drawings						
Reach 10.3 Chlorinator Building DT-37 to DT-39						
M	555	Building shop drawings				
M	556	Precast concrete building				
M	557	Exhaust fan				
M	558	Wall heater				
M	559	Interior FRP sheeting				
M	560	Building foundation plan				

Important Note: The items listed on this form require submittal data. However, this list should not be considered all inclusive. If Technical Specifications or the Drawings include other submittal requirements, those must be met as well. Also, the Engineer may require additional submittals beyond those identified above and/or in the Specifications and Drawings.