

SCOPE OF WORK FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR
 NEW FACILITY FOR THE DEPARTMENT OF JUSTICE & OFFICE OF THE ATTORNEY
 GENERAL, AND OFFICE OF THE PROSECUTOR ADMINISTRATION OF 71,000 SQUARE
 FOOTAGE, COMMENCEMENT (DATE).
 BID NO. 23-12-3199GC

Bid Open: December 27, 2023

Bid Close: January 24, 2024

Invitation: Authorized Architectural & Engineering Design Services for New Facility for DOJ and OAG

BACKGROUND The Navajo Nation Department of Justice and Office of the Attorney General provides critical legal services to the three (3) branches of the Navajo Nation Government. Our Department currently consists of 123 employees, which includes the Office of the Prosecutor.

BID SCHEDULE

	Schedule of Activities	Date
1.	Issue of Invitation for Bids	December 27, 2023
2.	RFP- Questions Due Email: Brittany Tso (Senior Programs & Project Specialist) btso@nndoj.com	January 26, 2024
3.	NNDOJ RFP Proposals Due	February 2, 2024
4.	Official Opening of NNDOJ Proposals; A. Evaluation and Selection Begins	February 9, 2024
5.	Notice of Selection	February 16, 2024

1. **INQUIRIES:** Any inquiries regarding this RFP should be submitted in writing to Brittany M. Tso, Senior Programs and Project Specialist. Only written responses to questions will be considered official. All questions will be directed to Brittany M. Tso at 928-871-6928 or by email: btso@nndoj.org. Questions regarding this procurement will be accepted until 5:00pm MDT on January 26, 2024.
2. **SUBMISSIONS:** The Offeror shall submit sealed bid in written documentation of all required licenses and registrations to the Buyer- Navajo Nation Office of the Controller-Purchasing Section-
Submit Bids, by Mail or Deliver to:

The Navajo Nation Purchasing Services
 Department Attn: Grace Coan
 Admin. 1 2559, Window Rock Blvd., Window Rock,
 AZ PO Box 3150, Window Rock AZ, 86515-3150
 (928) 871-6320
 BID NO. 23-12-3199GC

3. **PRIORITY:** It is the responsibility of the Offeror to identify themselves as a certified vendor under the Navajo Nation Business Opportunity Act. The Offerors must be visibly mark on the outside of the sealed bid, if applicable, the Offeror's priority status under the Navajo Nation Business Opportunity Act.
4. **REJECTIONS:** The Nation reserves the right to reject any or all statements of qualifications and shall be the sole judge of the merits of the respective statements of qualifications received.
5. **PROCUREMENT OF RFP:** This procurement shall be conducted in accordance with all applicable Navajo Nation Laws and Regulations including the Navajo Nation Business Opportunity Act. All applicable rules, regulations, and law shall also be followed. Offerors shall familiarize themselves with Navajo Nation regulations prior to submitting responses to this RFP and may request a copy of the Navajo Nation Procurement regulations from the SPPS at any time up to the deadline for proposals.
6. **AMENDED PROPOSALS:** An OFFEROR may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be a complete replacement for a previously submitted proposal and must be clearly identified in the transmittal letter.
7. **PROPOSAL SUBMISSION:** Proposal must be received on or before 4:00pm (MDT) January 12, 2024. OFFERORS who are mailing their proposal should allow sufficient time for mail delivery to ensure receipt by the date specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. Late Proposal will not be accepted.
8. **PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures.
Each page of the proprietary material must be labeled or identified with the word "Proprietary" or "Confidential".
9. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding the RFP shall become property of the Navajo Nation and will not be returned to the OFFEROR. Responses received will be retained by NNDOJ and may be reviewed by any person after final selection has been made. NNDOJ has the right to use any or all system ideas presented in reply to this RFP. Disqualifications or non-selection of an OFFEROR or proposal does not eliminate this right
10. **INCURRING COSTS:** Any cost (s) incurred by the OFFEROR in preparing, transmitting, presenting, or modifying the proposal or material for this RFP shall be the responsibility of the OFFEROR.

APPLICATION REQUIREMENTS

1. PROPOSAL FORMAT

- a. OFFEROR(s) must indicate if they are a priority one or priority two vendor under the Navajo Nation Business Opportunity Act.
- b. All proposals must be typewritten on standard 8-1/2 X 11 paper and placed within a binder with tabs delineating each section. Larger paper is permissible for charts, maps, or that a like.
- c. An original RFP response and three (3) copies must be provided in a sealed envelope.
- d. The proposal must be organized and indexed in the following format:
 1. A Letter of transmittal;
 2. Statement of Qualifications;
 3. Proposal on Contract approach; and
 4. Proposed Cost (Sealed in Separate Envelope)
- e. Each Proposal must be accompanied by a letter of transmittal. The letter of transmittal must:
 1. Provide background on company;
 2. Identify the name of person responding to the RFP;
 3. Identify the name, title, and telephone numbers of person authorized to negotiate on behalf of the organization (s);
 4. Identify the names, files, and telephone numbers of person to contact for clarification;
 5. Explicitly indicated acceptance of the conditions governing this procurement;
 6. Be signed by the person responding to the RFP; and
 7. Acknowledge receipt of any and all amendments to the RFP.

2. STATEMENT OF QUALIFICATIONS

THE OFFEROR must submit a statement of qualifications to include:

- a. Resume;
- b. Number of years of experience working with the Navajo Nation government or other government entities;
- c. Provide current and valid license from an appropriate State Licensing Board or Agency for the type of work to be performed under this RFP, which license is customarily maintained in the industry;
- d. Provide three (3) references. Each reference must include the name, address, and telephone number of a contact person who can describe, in some detail, the quality, quantity and substance of services provided. These references should include past and present clients, including names and contact information;
- e. Field related Degree and/or certification
- f. Safety Certification

- g. Provide number of employees in the company/organization.
- h. Provide in detail how the Offeror would accomplish the objectives describe in the scope of work. This section must include details and sample reports regarding in approach to completing the renovation services for all facilities listed above.

3. COST & BUDGET BREAKDOWN

OFFEROR must submit a cost and budget breakdown

- a. This section must include a detailed cost proposal broken down in the following areas:
 - b. Price of service fees
 - c. Price of materials
 - d. Navajo Nation Tax of 6% or applicable local tax
 - e. Total cost
- 4. Additionally, the following documents are required and must be submitted:
 - a. Navajo Nation Certification Regarding Debarment & Suspension Form (attached)
 - b. Federal Internal Revenue Tax Form (W-9)
 - c. Licensed, bonded and current General Liability Insurance as recommended and verified by the Navajo Nation Risk Management Program. The insurance shall name the Navajo Nation as an additional insured, if subcontractors are performed under the RFP.
 - d. Provide latest financial documentation to ensure their financial capabilities to purchase building materials in advance, if needed.

SECTION III. EVALUATION PROCEDURES & SELECTION CRITERIA

A. EVALUATION PROCEDURES AND SELECTION CRITERIA

- 1. An evaluation team will evaluate the proposals received, in accordance with the general criteria used herein. OFFERORS should be prepared to provide additional information the team feels necessary for the fair evaluation of proposals.
- 2. Failure of an OFFEROR to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the OFFEROR to the execution of a contract.
- 3. The sole objective of the review team will be to select the OFFEROR who is most responsive to the needs to Navajo Nation Department of Justice and Office of Attorney General. The specifications in the RFP represent the minimum performance necessary for a response. Based on the evaluation criteria established in this RFP, the review team will select and recommend the OFFEROR who best meets the objective. If there is only one responsive bid, the Navajo Nation Department of Justice and Office of Attorney

General may elect to evaluate the RFP solely.

B. Evaluation Criteria: The following criteria will be used by the evaluation team in the selection process for contract award.

1. Presentation of Response	1-10
Points Completeness	
Clarity of Presentation	
Organization of Presentation Understanding NNDOJ/OAG Objectives	
2. Statement of Qualifications	1-20
Points List of three (3) Client References	
3. Technical Requirements	1-20
Points Project description Projected accomplishments	
4. Project Management	1-20
Points Project Management Experience Schedule/Project Plan	
Staffing	
Related Experience Education- Credentials	
5. Navajo Nation Vendor Priority 1 or 2	1-10 Points
6. Cost of Service	1-20 Points
TOTAL OF POSSIBLE POINTS	=100 Points

SECTION IV. GENERAL TERMS & CONDITIONS

1. STANDARD CONTRACT: The Navajo Nation reserves the right to incorporate standard contract provision(s) into any contract negotiations because of a proposal submitted in response to the RFP.
 - A. Contractor shall comply with Federal Awards Guidelines:
 1. 200.330-Reporting on real property
 2. 200.331-Subrecipient and contractor determinations
 3. 200.338-Restrictions on public access to records
2. TAX: OFFEROR shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. All appropriate taxes should be included in cost including the Navajo Nation Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% pursuant to 24 N.N.C. Section 601 et. seq., and the Navajo Nation Sales Tax Regulations.
3. SOVEREIGNTY: Nothing herein shall be considered a waiver, express or implied, of the sovereign immunity of the Navajo Nation, except to the limited extend provided for in the Navajo Nation Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551 et seq.

4. AMENDMENTS: Any revisions, amendments, addendums, change orders, modifications, increases in payment over and above the original contract amount or changes whatsoever to any provision of the RFP or scope of work shall be made only by a duly approved written agreement, deemed a modification and signed by the SPPS) and DAG or proxy before proceeding.
5. SUFFICIENT APPROPRIATION: A contract awarded as result of this RFP is contingent upon the availability of funds. A contract may be terminated or reduced in scope if sufficient funds do not exist. Sending written notice to the Vendor shall affect such termination or reduction in scope. The Department of Justice and Office of the Attorney General's decision to terminate or reduce the scope due to the insufficient appropriations shall be accepted as final by the Offeror.
6. WARRANTIES: OFFEROR warrants that all labor, materials, equipment and fixtures shall be of good quality, new, that the Work will be free of defects in design, materials and workmanship. Any portion of the Work not conforming to these requirements, including substitutions not properly approved and authorized by the SPPS, DAG or Proxy, and including non-conformance relating to any materials, equipment, furnishings, labor, installation or workmanship, may be considered defective. Additionally, OFFEROR will ensure all materials, equipment, and fixtures are covered by the warranty provided by the manufacturer and shall be at least twelve (12) months or more. At a minimum, the manufacturer's warranty shall cover installation errors, defective workmanship and missing or incorrect parts for at least twelve (12) months or more.
7. REPAIR PARTS AND SERVICE: OFFEROR will repair, replace, or re-perform or pay the Navajo Nation the reasonable cost of such repair, replacement or reperformance, any portion of the work the Navajo Nation deems in its discretion to be defective. Additionally, the manufacturer shall be able to furnish replacement parts or furnish service by providing a list of agencies where a stock of repair parts is available and can be secured in a reasonable time.
8. WARRANTY REPAIR WORK: All work performed by the Offeror, to include parts and labor, shall be warranted for a period of a least one (1) year, commencing upon the date of the completion of the renovation.
9. Work performed by the Offeror shall not void any manufacturer's warranty on equipment or fixtures. All warranty repair must be initiated within forty-eight (48) hours after notification by the SPPS.
10. The Offeror shall provide a timeline for repair. If the warranty repair is improper or inadequate, the SPPS will initiate the repair. All costs incurred will be billed to the Offeror and the Offeror will reimburse Navajo Nation for the cost of the repairs within ten (10) working days from the date of the repair.

GENERAL SCOPE: Provide Architectural and Engineering (A/E) Constructional Services, including but not limited to Architectural, Electrical, Civil, Mechanical, Structural Inspections, Plumbing Inspections, Fire Protection Systems, ADA compliances in reviewing all design and constructional plans to comply with current building codes. Design and construct a new facility for the Department of Justice, Office of the Attorney, and Office of the Prosecutor Administration. The 71,000 square footage office building should include the following specifications of 40 offices, secretary area for 6- 10 department units, and 2 large conference rooms.

1. DESIGN CRITERIA:

- a. The Architectural and Engineer (AE) shall be responsible for developing an original design which utilizes the (Pre Program summary developed by the design manager dated) and further develops functional relationships and blocking and stacking analysis. The Architectural and Engineer is required to achieve a minimum rate of LEED Silver by the USGBC with a goal of sixty percent (60%) energy use reduction within budget for the new facility.
- b. The design and documentation shall be based on and meet the latest codes and regulations, including but not limited to the following:
- c. Current Arizona uniform statewide building code.
 1. The Apache county or NNDOJ/OAG general plan, NDOT transportation plan, and other supporting documents and ordinances that together comprise. The NNDOJ/OAG Comprehensive plan.
 2. The revise 2019 Apache County Zoning Ordinance
 3. Navajo Nation Facilities Standards Manual
 4. 2018 Apache County or Navajo Nation Fire Station Design Manual – 2018 International Fire Code (IFC)
 5. Current ADA accessibility requirements for site and building
 6. State and Local Health Department Regulations
 7. Arizona or NDOT Secondary Road Design Manual
 8. Concept Plan Conditions and/or proffered conditions, Special Exception conditions and other specific requirements as set forth in land use approvals.
 9. County of Apache or Navajo Nation design standards: Apache County or Navajo Nation cabling Hardware standards, landscape design standards, space standards, Hardware standards, system furniture standards, and mechanical/electrical design standards which will be provided upon award.
 10. US Green Building Council's LEED v2013 for New Construction and Major Renovations Rating System.
 11. All other codes and standards required by architectural and engineering professional standards.
 12. Current International Code Council (ICC)- Apache County has adopted the 2003 ICC Codes
 13. The A/E shall be responsible for complying with all A/E responsibilities that are referenced in the NNDOJ/OAG) Construction General Conditions and

Divisions (located at the end) and must include this level of effort in the basic fee proposal

14. NNDOJ/OAG Standards and design criteria for electrical and mechanical systems will be furnished as stated above in item C-9.
15. All full team of contractors including but not limited to architectural, all engineering disciplines, historic preservation, traffic engineering if applicable and low voltage including security, acoustics and audio visual consulting is desired by the NNDOJ/OAG to fully deliver the design and construction administration services for the project.
16. The AE shall coordinate with the commissioning agent as required during design and construction to ensure that all commissioning related requirements and objectives are met. It is the NNDOJ/OAG's goal to pursue the Enhance Commissioning credit under LEED and the AE shall assume that level of coordination within their base scope of services.

2. **CORRESPONDENCES:** Address all correspondences to:

Navajo Nation Department of Justice and Office of the Attorney General
P.O BOX 2010
Window Rock, AZ 86515
Telephone (928) 871-6343
Fax: (928) 871-6177

PROFESSIONAL SERVICES

3. **STANDARD OF CARE:** The design and plans of the project shall incorporate the requirements of Arizona Uniform Statewide Building Code as well as the requirements of other applicable codes and regulations applicable to the design and construction of the project. The architectural and engineering services performed under this Scope of Work shall conform to that degree of care and skill for the project type ordinarily exercised by reputable members of its profession in the northern Arizona area.
4. **GENERAL SCOPE:** The work consists of several tasks and all necessary services as outlined under the Submittal and Deliverable Requirements Section for a complete functional facility.
5. **DOCUMENTATION:** The NNDOJ/OAG will require the AE to use software platform E-Builder or similar software platform for the administration of the project. The AE will provide their own license for E-Builder or similar software platform and procure the proper training. E-Builder or similar software platform will provide the training to the AE to provide proficiency in E-Builder or similar software platform practices. If the AE does not demonstrate proficiency with the software following this training, additional training required to achieve proficiency will be at the AE's own expense. E-Builder or similar software platform.
 - a. Document all meetings, conferences and information obtained by telephone and personal visits. Accurate notes and minutes shall be typed, reproduced, and mail to the NNDOJ within 5 working days.

6. **QUALITY CONTROL:** The AE must perform internal quality control reviews on all documentation prepared for the project for the duration of the project and all deliverables. The Nation's expectation is that a Design Manager or other designated Quality Control Reviewer at the level of a Project Manager or higher coordinates the entire AE team including all disciplines should conduct an internal quality control reviews prior to the delivery of documents to the Nation. At 35%, 75% and 95% Construction Document packages, for instances the NNDOJ/OAG will request a copy of the AE team's redline quality control review set including "yellow out" markings to confirm the AE team's process.
7. **CONSTRUCTION BUDGET:** The AE shall monitor the estimated construction costs at all times during design to ensure the project provides a complete and usable facility within the construction budget and timeline. The construction budget for the project is as follows:
 - a. Construction Budget: \$96,000,000.00 at \$150.00-\$350.00 per square footage. The total construction budget should include but not limited to all site preparation related costs, furnishings, fixtures and equipment.
 - b. Furnishings, Fixtures, and Equipment (FF&E) Budget: \$300,000.00.
 - c. This budget represents the estimated full budget for hard construction costs and does not include the Nation's construction contingency allowance. Owner's expenses such as estimated design fees, utility tap fees, third party inspections, security equipment, voice data and Furnishings, Fixtures, and Equipment (FF&E) are included in this figure.
 - d. Should the cost estimates at any time exceeds the construction budget the AE shall notify the Nation's Designated Design Manager in writing not more than five (5) days after the submission of the cost estimate of any phase and provide recommended design alternatives that could be used to keep the project within budget.
 - e. The AE shall monitor the estimated construction costs at all times during design to ensure the project provides a complete and usable facility within the construction budget.
 - f. In the event that the lowest responsible bidder exceeds the construction budget by 5% or more, then the AE shall with NNDOJ/OAG's approval, revise the drawings and specifications as may be required to bring the project to budget at the sole expense of the AE.
8. **DESIGN/CONSTRUCT SCHEDULE:**
 - a. Spring of 2024- AE will Demolish the old Navajo Nation Police Headquarters and obtain all required permits, and Clearances. Firm will design and plan facility concepts for new NNDOJ Administrative Building.
 - b. Summer of 2024- Construction begins
 - c. Fall of 2024-Summer of 2026- Continuance of Construction
 - d. Winter of 2026- Completion of Construction
9. **LEED CERTIFICATION:** The Nation requires the Contractor to provide a fully Leadership in Energy in Environmental Design (LEED) Silver Certifiable project and register and

document all LEED credits with U.S. Green Building Council (USGBC) per their online program. The Architect is required to incorporate LEED updates and discussions into all meetings and design content, to delegate LEED templates to team members, to review all completed template information including verifying that the General Contractor is completing all required template information for LEED credit and correct as needed and to manage the entire LEED process throughout the design and construction of the project. The A/E will be responsible for application and certification costs to the USGBC.

- a. Provide Professional Energy Modeling Services that assist AE and Nation Design team in meeting NNDOJ/OAG's energy reduction goals of 60% through an integrated design approach for all building disciplines and building components. Energy modeling shall start at concept design and shall assist the Architect with design elements such as building orientation and fenestration. Energy Modeling shall continue through final construction documents and shall be used to assist design team in selection of building thermal envelope HVAC systems and renewable energies, if utilized. Energy modeling reports to be submitted to the Nation at appropriate project submissions, but not less than 35% and 75% and permit documents.

10. APPROVALS and PERMITS: AE shall prepare all forms, sketches, drawings and supporting documentation necessary for the approval and permitting by NNDOJ/OAG designated design manage. Applicants for the permits will be submitted to both NNDOJ/OAG and Navajo Land Department:

Navajo Nation Department of Justice and Office of the Attorney General
P.O BOX 2010
Window Rock, AZ 86515
Telephone: (928) 871-6343
Fax: (928) 871-6177
Appointed Proxy

Navajo Nation Land Department
2B Taylor Rd. Bldg. Ste. 8966
St. Michaels
Telephone: (928) 871-6401

SUBMITTAL/DELIVERABLE REQUIREMENTS

11. DOCUMENTS: All documents including drawings, specifications, schedules, cost estimate, design calculations, meeting minutes and reports shall be submitted to the NNDOJ/OAG via E-Builder or similar software platform. Hard copies shall also be submitted to the Nation's Designated Project Manager.
 - a. The document title, project name, contract number, and date shall appear on the coversheets of all documents. Divide volumes into logical sections. Included an opening summary or overview.

- b. Electronic documents must comply with document naming conventions required by the Nation and for submission into E-Builder or similar software platform. A naming conventions guide will be provided by the AE to the Nation.
12. **QUALITY:** AE shall coordinate all requirements with the Nation and design schedule. Specific quantities of documents for each deliverable are identified with each individual task in Tasking Section.
13. **DELIVERY:** AE shall deliver submittals electronically via E-Builder or similar software platform or, if hard copies are required by overnight mail or in person to the designated design manager.
14. **REJECTION:** If a task submission fails to meet the requirements specified, it will be rejected by the designated project manager and the reasons therefore explained. The AE shall revise and resubmit rejected submissions, at no additional cost to the Nation and with no additional time added to the design schedule.
15. **CONTRACT DRAWINGS:** AE shall provide drawings no larger than 30 X 42 inch but not smaller than the minimum size required by the permit application, reproducible sheets. Must include a cover sheet. Prepare the drawings so they are legible and clear when reduced to half size, with lettering on the originals no smaller than 1/8 inch high.
- a. Contract documents from conceptual design forward will be considered the exclusive property of the NNDOJ/OAG and may not be reproduced or distributed by the A/E or Consultants or any printing company without the prior written approval of the Designated Project Manager.
 - b. **CAD Drawing Standards:** Provide drawings in electronic CAD file format, including all addenda, in AutoCAD or Revit Architecture 2009 or latest version (or earlier version of AutoCAD) files. The NNDOJ/OAG may require all working drawings to be in Revit but may request Revit model files to be exported to .dwg files. Include all supporting files, ie. fonts, xrefs, etc. necessary to load files not included in the stock AutoCAD application. Drawing files should conform to the current National CAD standards as published by The National Institute of Building Sciences of Washington, DC. Include with the submission of drawing files a “Statement of Substantial Conformance” as published in the National CAD Standards. Describe any variations from proscribed CAD Standard format with the Statement of Substantial Conformance. All documents including drawings, specifications, design calculations, meeting minutes and reports shall be submitted to the NNDOJ/OAG via e-Builder or similar software platform. The NNDOJ/OAG will require hard copies.
 - c. Deliver drawing files electronically through e-Builder and coordinate with Design Manager for delivery methods and/or requirements for hard copies. The NNDOJ/OAG Design Manager may request contract drawings in TIF, PDF or other electronic formats.
16. **CONTRACT SPECIFICATIONS:** Format specs on 8.5 x 11 inch paper with 1-inch side margins and 1/2inch top and bottom margins; double-sided. On each page type “Project

Specifications: Project Name in the header; and type the Construction Specifications Institute (CSI) specification section name, and section number--section page number in the footer. Follow the 2004 CSI format for all specifications. Deliver specification files electronically through e-Builder and coordinate with Project Manager for delivery methods and/or requirements for hard copies. The NNDOJ/OAG Project Manager may request specifications in TIF, PDF or other electronic formats.

17. DESIGN CALCULATIONS: Prepare on 8.5 x 11 inch paper; double-sided. Calculations shall be detailed and broken down into all major structural, mechanical and electrical components of the project. Reference the various sections of codes and standards used where applicable throughout the calculations. Identify design criteria and equipment performance parameters in the calculations. Include an electrical load and fault current analysis in the calculations. Deliver calculation files electronically through e-Builder and coordinate with Design Manager for delivery methods and/or requirements for hard copies. The NNDOJ/OAG Design Manager may request calculations in TIF, PDF or other electronic formats.
18. REVIEW SCHEDULE: For most deliverables, the NNDOJ/OAG will require a minimum of two (2) weeks for review. A specific schedule including NNDOJ/OAG review periods will be required and will need to be developed by the AE in consultation with the NNDOJ/OAG Design Manager.

TASKING

19. PROGRAMMING: The AE shall further develop the initial space program from the Pre Program Summary dated... All required design and space elements of the facility must be identified and planned for appropriately. This includes identification of spaces, if applicable, adjustments needed for renovation areas and new spaces.
 - a. The AE shall meet with the NNDOJ/OAG as often as necessary to define the program and establish specific spaces and relationships. Programming interviews with the end-user group should be planned with the User to ensure the appropriate end-user staff groups have input into the program. All office and workstation planning shall be based on the NNDOJ/OAG's Space Standards.
20. The AE shall prepare, for NNDOJ/OAG approval, a Programming Summary Report with Room Layouts which identify all spaces, functions, adjacencies, area square footages, allowances for circulation, and room diagrams for each of the spaces as well as building totals. The Room Layouts shall indicate approximate furniture layout, outlet, data, telecommunications, and cable locations. The report shall be presented in written and graphic form as mutually agreed upon.
21. DELIVERABLES:
 - a. Programming Meeting Minutes
 1. Electronic copy via e-Builder or similar software platform
 2. Programming Summary Report
 3. 2 hard copies

22. SITE AND HISTORIC SURVEY: The AE team shall visit the site and become fully informed of conditions affecting the site and obtain sufficient information to permit the complete design for all approvals required by the NNDOJ/OAG.
23. The Survey and subsequent Report shall cover the following areas at a minimum, if applicable:
- a. Existing conditions including a description of all structures and their condition, historic condition and status including a historical survey and analysis, and existing vegetation. Existing structures shall be inspected for asbestos, lead paint, and underground storage tank and samples should be obtained and analyzed to determine the presence or absence of asbestos, lead paint, and petroleum contamination.
 - b. Evidence of existing or abandoned wells, septic tanks, and leach fields
 - c. Evidence of trash or construction debris on site, petroleum or chemical spills, and stockpiled soil or construction material
 - d. Site limitations such as SWM limitations, water, sewer, electric and gas limitations
 - e. Complete survey of existing utilities, including capacity and/or initial identification of private utility requirements as necessary
 - f. Identification of improvements required by the NNDOJ/OAG Plan, NDOT Transportation Plan, NDOT Bicycle and Pedestrian Mobility Master Plan, and other supporting documents and ordinances that together comprise NDOT Comprehensive Plan
 - g. Identification of improvements required by approved rezoning plans, proffer conditions and proffer agreements.
 - h. Results of a title search identifying easements, covenants, use restrictions, or other encumbrances on the property
 - i. Operational criteria/requirements
 - j. Comments/suggestions collected
 - k. Suitability of site for building
 - l. Identify suitability for low impact development
 - m. Identify problem areas/questions, if any
 - n. ALTA survey to include topography with minimum of 2' contours, existing utilities with invert elevations (where accessible) with 24 inch gridlines and elevations referenced to mean low water/sea level; also indicate 100-year flood plain elevation and RPA lines and any other easements, site limits. Topographical survey shall be on a reproducible 30x42 inch sheet plus CADD file on CD. Reduce this sheet so it will fit in the written site survey report.
 - o. Obtain any existing drawings, to scale, of existing site and adjacent infrastructure improvements.
 - p. Obtain any existing environmental or cultural resource assessments performed on the property.
 - q. Analyze programmed budget in relation to provided information
 - r. Unique site features which may affect the construction

- s. Unique site features which may necessitate Federal and tribal permits. Identify permits and certifications required for construction including but not limited to wetlands, grading, and NDOT permits. All required permits, certifications and applications to be prepared and obtained by the A/E
- t. Identify roadway improvements required for site access, including any signalization
- u. Identify any cultural resource issues.
- v. Identify wetlands, flood plains and all environmental issues. Request jurisdictional determination for identified wetlands and include mitigation plans if necessary
- w. Identify current zoning and if proposed use is permitted by right, Special Exception, or requires rezoning. List setbacks associated with base zone. Identify any overlay districts and any additional setbacks beyond base zone setbacks

24. DELIVERABLES:

- a. Existing Conditions Survey
 - 1. 2 hard copies; 30" x 42" format
 - 2. Electronic copy in PDF format submitted via e-Builder
 - 3. Electronic copy in AutoCAD format submitted via e-Builder
- b. Meeting Notes for any Site Survey tasks including discussions on utilities, etc.
 - 1. Electronic copy in PDF format submitted via e-Builder
- c. ALTA Survey
 - 1. 2 hard copies; 30" x 42" format
 - 2. Electronic copy in PDF format submitted via e-Builder
 - 3. Electronic copy in AutoCAD format submitted via e-Builder
- d. Written Site Survey Report
 - 1. 2 hard copies; 8.5" x 11" format with folded drawings
 - 2. Electronic copy in PDF format submitted via e-Builder

25. CONCEPTUAL DESIGN Upon collection of enough site data to begin design, possibly simultaneously with Site Survey task, the A/E shall perform the following:

1. DESIGN CHARRETTES: Once the programming and site survey tasks are complete and approved by the NNDOJ/OAG, the AE shall prepare for the design charrettes. AE will lead two design charrettes with input from NNDOJ/OAG to develop the conceptual design direction for the project. AE shall:

- a. Prepare a minimum of three (3) different schemes showing block layout floor plans, conceptual elevations, and site plan sketches for use in a design charrette. The first charrette will be to review schemes and select the most appropriate concepts to further develop. The presentation of each scheme must address LEED strategies and daylighting, passive design /energy efficiency, functional requirements, adjacencies, building siting strategies, security requirements and discussion of operating impacts for end user including staff and public. Discussion shall also include the relative costs, strengths, and weaknesses of each alternative.

- b. The second charrette will be scheduled within two weeks of the first Charrette, once the Architect has had time to incorporate NNDOJ/OAG comments, considerations and selections and make modifications into CAD format. Any revisions to plans and elevations will be reviewed and finalized, and major systems and energy reduction discussions will take place.
 - c. Follow-up the design charrettes with a written report of the findings/summary of both charrettes within ten (10) days.
26. CONCEPT DESIGN PACKAGE: Based on the findings from the design charrettes, AE shall prepare a Concept Design package to represent the “whole building” design approach for the preferred scheme or schemes reviewed in the charrettes for the Navajo Nation Department of Justice and Office of the Prosecutor. The AE shall revise alternatives as necessary for NNDOJ/OAG review and approval
- a. AE will Prepare the Concept Design package and report, to include the following:
 - Site plan sketch which shall include:
 1. Magnetic North
 2. Engineering Scale: Minimum 1 inch equals 20 feet.
 3. Graphic scale
 4. Legend
 5. Existing spot elevations with bench mark and survey data
 6. Finished floor elevations
 7. Existing utilities with future and new utility connections
 8. Access and parking areas including ADA
 9. Discuss option for low impact development and storm water management
 10. Identify any zoning modification requirements
 11. Identify roadway improvements for site access
 12. Identify building physical security measures including landscape or other buffering measures for the building and site
 13. Identify LEED or sustainable design concepts and strategies including building orientation, daylighting strategies, sustainable site strategies and energy conservation/renewable resource strategies
 14. Identify major building system selections to be made by NNDOJ/OAG, including but not limited to: HVAC systems, roofing, exterior wall systems, plumbing and lighting.
 15. Describe options for each and first-cost and life cycle cost comparisons. For HVAC systems, prepare three (3) operating concepts for the facility and provide a detailed feasibility study that discusses the cost, advantages and disadvantages of each system.
 - b. A/E will provide a minimum of three conceptual floor plans and elevations. Building concepts which will include the following:
 1. Floor plans showing functional areas and relationships at a scale of 1/8 inch equals 1 foot

2. Building elevations
 3. Building sections
 4. Gross space tabulations
 5. Opinion of probable cost for selected scheme
 6. Identify several deduct alternates for bidding
 7. For sheets with match lines, show site location key on each sheet
 8. Indicate code compliance requirements of the design and construction of the project.
 9. Indicate all sustainable design strategies being considered for the project and coordinate cost information for review by the NNDOJ/OAG.
 10. Concept plan drawings shall be on standard drawing sheets; other materials shall be on 8.5 x 11-inch paper.
- c. AE shall prepare a report narrative. The report narrative to include the following:
1. Identify code compliance requirements of the design and construction of the project.
 2. Identify and describe all sustainable design strategies being considered for the project and coordinate cost information for review by the NNDOJ/OAG. Include a preliminary LEED Scorecard.
 3. Identification of major building system selections to be made by NNDOJ/OAG, including but not limited to: HVAC systems, roofing, exterior wall systems, plumbing and lighting.
 4. Discussion of security strategies and elements for the physical security, electronic security, etc.
- d. Construction Cost Estimate for the scheme(s).
- e. AE will prepare design and construction schedule in MS Project confirming that the project is proceeding per the schedule included in the SOW or per the schedule discussed at the project kick-off meeting.
- f. AE will prepare preliminary Furniture, Fixtures and Equipment (FFE) list necessary for the project and estimated cost information for NNDOJ/OAG review.

27. DELIVERABLES:

- a. Meeting Notes from Design Charrettes a) Electronic copy via e-Builder
- b. Report of Findings/Summary of Design Charrettes a) Electronic copy in PDF format submitted via e-Builder
- c. Concept Design Package
 1. X hard copies; 30" x 42" drawings and 8.5" x 11" report formats
 2. X hard copies; half size sets
 3. Electronic copy in PDF format submitted via e-Builder

BOUNDARY LINE ADJUSTMENT

28. The AE will be required to consolidate the existing two parcels into one parcel through the Boundary Line Adjustment process. The AE will perform the require survey work, prepare the necessary drawings and applications, and submit the documents to the Navajo Nation Land Department. This task will include addressing NNLD comments and resubmitting drawings until the boundary line adjustment is approved.

29. DELIVERABLES:

- a. Meeting Minutes
 - 1. Electric copy via E-Builder
- b. Boundary Line Adjustment
 - 1. Application and drawings
 - 2. Written responses to NNDOJ/OAG comments
- c. SPEX
 - 1. Pre-application package
 - 2. Applications
 - 3. Plat and drawings
 - 4. Statement of Justification
- d. HDRC
 - 1. Applications
 - 2. Drawings, elevations, and renderings

FORMAL PRESENTATIONS

30. The AE shall prepare all required documents, visual aids, and attend formal presentations, to all necessary agencies required for approval and acceptance. Typical presentation materials will include rendered site plan, building elevations and 3D image(s).

31. Presentations may be to the Council, agencies, departments, etc.

32. All presentations required for approval by authorities having jurisdiction shall be included within the associated tasks and shall be provided by the AE at no additional costs to the NNDOJ/OAG.

33. DELIVERABLES:

- a. Meeting Minutes
 - 1. Electronic copy via e-Builder or similar software platform
- b. Presentations/Presentation Boards
 - 1. 1 hard copy, format TBD with Project Manager
 - 2. Electronic copy in PDF format submitted via e-Builder or similar software platform

SPECIAL EXCEPTION or ZONING MODIFICATION

34. Where a Special Exception, Zoning Modification or other similar application is required and upon the NNDOJ/OAG's request, the Consultant will be responsible for preparing all drawings, documents, presentations and all tasks such as, but not limited to: traffic studies and other required studies, attending public meetings, pre-application meeting, and responding to comments resulting from the submittal process.

SITE PLAN SUBMISSION

35. Submit Site Plan required for the project. The NNDOJ/OAG and NNLD approves all site plans. The Facilities Standard Manual provides information regarding the process and is available on the NNDOJ/OAG's website under the Building & Development.
36. Grading Permit(s): Once the Site Plan(s) has been approved and the Zoning Permit(s) is issued by the Navajo Nation Land Department (NNLD), prepare and submit the Grading Permit application(s). The grading permit plans shall completely illustrate all phases of erosion and sediment control for the site during the construction process. Navajo Nation Land Department Issues Grading Permits.
37. Permit Coverage. NDOT Land Use Permits, Construction Permits, Signal Permits, Construction Entrance Permit and Permanent Entrance Permit: Prepare and submit NDOT permits as required for this project including, but not limited to, those listed.
38. Preparation of the necessary drawings and documentation is included as part of this task.
 - a. The AE is responsible for determining all site development requirements applicable to the project including environmental impacts, environmental constraints, wetlands mitigation, and easements. AE is responsible for attending all coordinate meetings with the NNDOJ/OAG, utility providers and NTUA, NLD site development requirements applicable to the project including environmental impacts/constraints, wetlands mitigation, easements, attending all coordination/issues meetings with the NNDOJ/OAG, utility providers and referral agencies. AE is responsible for furnishing a complete site development plan to ensure that site plan approval does not adversely impact the construction schedule of the project.
39. The AE shall prepare any floodplain or floodplain alteration studies required to process the Site Plan as part of this task.
40. The AE shall prepare and submit to the NNDOJ/OAG Designated Project Manager, stamped originals of all onsite and off-site easement plats for review and approval. Note that even though this is a NNDOJ/OAG owned property, easements may be required for storm, sewer, NDOT, electric, gas, phone, cable, water, and sanitary sewer.
41. The AE will be responsible for scheduling the pre-application meeting and responding to all review comments. To ensure that quality plans are submitted for review, it is noted here that should a third submission be required, the applicable fees for this submission is included in the budget.
42. The AE is responsible for confirming all submission requirements with the NNDOJ/OAG and NDOT including number of review sets, signature requirements, etc.
43. The NNDOJ/OAG designated design manager will coordinate the Attorney General (AG) and/or Deputy Attorney General (DAG) signature as required.

44. Grading Permit- Once the site plan has been approved, prepare and submit the Grading Permit application. The grading permit plans shall completely illustrate all phases of erosion and sediment control for the site during the construction process.
45. Construction Entrance Permit and Permanent Entrance Permit- Prepare and submit entrance permits if required for this project.
46. DELIVERABLES:
 - a. Meeting Minutes from any coordination meetings
 1. Electronic copy via e-Builder
 - b. Approved Site Plan, Zoning Permit, Grading Permit, AZMP, NLD Permits, other permits, etc.
 1. 1 hard copy of all application materials submitted including revised submissions
 2. Electronic copy via e-Builder
 - c. All required applications materials and copies for the NNDOJ/OAG or NLD
 1. Electronic copy of all application materials in PDF format submitted via e-Builder or similar software platform
 - d. Final and Recordable Easement Plats required for all Land Use Approvals
 1. 4 hard copies, signed and sealed as required
 2. Electronic copy in PDF format submitted via e-Builder or similar software platform

UTILITY COORDINATION CONSULTANT

47. The AE will be responsible for providing a UTILITY COORDINATION CONSULTANT whose primary responsibility will be to locate and verify utility providers serving the site. The Utility Coordination Consultant will coordinate service requests with providers for all site utilities, coordinate the service design with the service provider and AE team, verify the need for temporary and permanent easements, coordinate and obtain plat(s), deeds, service agreements from the service providers and forward documents to the NNDOJ/OAG Design Manager, and providing applicable information back to the utility provider for easement recordation. This includes but is not limited to;
 - a. Power
 - b. Water
 - c. Sanitary Sewer
 - d. Phone
 - e. Natural Gas
 - f. Cable and Internet providers
48. DELIVERABLES:
 - a. Meeting Minutes from any meetings
 1. Electronic copy via e-Builder or similar software platform
 - b. Progress Updates every two (2) weeks
 - c. Work completed
 - d. Work required by the NNDOJ/OAG

- e. Work to be completed
- f. Schedule of activities

BOARD OF ARCHITECTURAL REVIEW (BAR)

49. The AE is responsible for preparing all required application documents, renderings, exhibits, visual aids, samples, etc. and attend BAR meetings to present the project and render approval, if necessary
- a. Deliverables:
 - b. Meeting Minutes
 - c. Electronic copy via e-Builder or similar software platform
 - d. Presentations/Presentation Boards
 - e. 1 hard copy, format TBD with Project Manager
 - f. Electronic copy in PDF format submitted via e-Builder or similar software platform
 - g. Approved Certificate of Appropriateness
 - h. 1 hard copy of all application materials submitted including revised submissions
 - i. All required applications materials and copies for the BAR
 - j. Electronic copy of all application materials in PDF format submitted via e-Builder or similar software platform

MEP SYSTEM SELECTION

50. Between the approval of the Concept Design Package and before the submission of the Design Development Package, the AE shall submit materials for the NNDOJ/OAG's selection of the final building systems.
- a. The package shall include the following at a minimum:
 - 1. Life-Cycle Cost Analysis for not less than three (3) systems as reviewed and commented on during the NNDOJ/OAG's review of the Concept Design Package shall include the following: The objective of the Life-Cycle Cost Analysis and LEED Energy Modeling is to evaluate building envelope and building systems in an integrated approach to develop sustainable strategies, to evaluate building elements and systems for NNDOJ/OAG energy conservation goals, to review life cycle costs associated with design strategies/decisions, and to assist in the LEED certification process.
 - 2. Minimum required service sizes for domestic water, fire service, the need for fire pump, etc. Submit all calculations to NNDOJ/OAG for verification.
 - 3. Load requirements for power and for emergency generator, if utilized

4. Narrative discussion of any LEED related considerations, relative costs and implications to sizing of systems or utility services
- b. Evaluate the life-cycle cost energy savings of the three (3) comprehensive Energy Conservation Opportunities (ECO's) from the Concept Design phase including operation and maintenance cost savings in accordance with U.S. DOE Federal Energy Management Program (FEMP) guidelines and calculated using the NIST Building "Life-Cycle Cost" program, version 4.x (or the latest edition).
- c. Coordinate and prepare the work to be within construction cost limitations. The study is to include, but not limited to, all cost estimates, calculation and preliminary layouts necessary to evaluate this project.
- d. The Life-Cycle Cost Analysis and LEED Energy Modeling analysis shall consider and include the following:
 1. Provide for optimum energy efficiency with a nominal discount rate of 10% using the following criteria: Savings to investment ratio greater than 1.0
 1. Minimize building life-cycle cost over 40 years
 2. Maximize net savings over 40-year study period
 3. Current cost versus historical high
 4. Minimize simple payback period in years e) Percent of Energy Savings
 5. Minimize discounted payback period
 6. Maximize adjusted internal rate of return on investment
 7. Take into account utilities on site, gas and electric and NNDOJ/OAG negotiated rates for services (current rates will be provided by the NDOJ/OAG).
 8. Economic comparison of alternatives.
 9. Monthly utility cost graph.
 10. Annual operating cost graph.
- e. Include in the analysis for each building system studied, an itemized estimate of all major system component and/or materials and their annual operating and maintenance costs broken down by quantity, hours per year, and total annual cost. Also include all non-annual repair and replacement costs itemized annually over the study period along with anticipated life span of each system and/or material.
- f. Calculate annual energy consumption/performance for each building system using a commercially available energy simulation program, such as Carrier HAP, Trane Trace, DOE 2.1, Power DOE, EnergyPlus, Energy-10, or BLAST, latest version. Run analysis based on State of Arizona.
- g. The building systems which are studied shall include all energy using components and shall consider alternatives for energy efficient lighting, fuel sources, renewable energy sources, HVAC system types and combinations, HVAC and lighting control systems, building envelopes and orientations, including glazing, walls, roofs and materials. Include in final report, discussion of all systems and components studied even if not selected.

- h. Provide final report, including summary, appendices, graphics, and electronic copies of all computer-generated data.
- i. DELIVERABLE:
 - a. MEP Systems Selections Package
 - 1. 2 hard copies; 30" x 42" drawings and 8.5" x 11" report formats
 - 2. Electronic copy in PDF format submitted via e-Builder
 - 3. Native file formats of energy simulation used submitted via e-Builder

35% CONSTRUCTION DOCUMENTS TASK (DESIGN DEVELOPMENT)

- 51. Based on the NNDOJ/OAG's approval of any adjustments to the schematic documents, the Architect shall prepare Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, security systems, materials and such other elements as may be appropriate.
- 52. The Design Development efforts must confirm all specific functional requirements, FFE planning requirements, systems and equipment requirements, etc. All office and workstation planning shall be based on the NNDOJ/OAG's Space Standards.
- 53. The Design Development effort shall integrate existing historical structures and exterior repair and prepare plans for structures to be demolished.
- 54. The Architect shall provide for one progress review meeting with the NNDOJ/OAG Design Manager at the midpoint of the 35% Construction Documents/ Design Development period. This is required before the 35% Construction Document package will be accepted.
- 55. Separate interviews with the NNDOJ/OAG's support agencies may also be necessary including the NNDOJ/OAG's Department of Information Technology (DIT), the Department of General Services (DGS) and Public Safety.
- 56. If applicable, the AE shall include locating well(s) to be drilled, testing of the well(s), design to new structure, and design and permitting of a treatment system for the well water.
- 57. The AE shall prepare outline specifications including NNDOJ/OAG provided General Conditions and specifications setting forth the basic requirements of the facility and including catalog cuts of systems basic equipment. The AE shall provide an outline of furniture specifications, if required, and 1 set of color boards.
- 58. The NNDOJ/OAG review submission packages require a 2-week review. During the review time the Architect shall continue working on the Design Development plans. Submission requirements are described at the end of this section.
- 59. The A/E shall prepare a cost estimate utilizing the services of an independent professional cost estimator.
- 60. Design/Construction Schedule in MS Project confirming that the project is proceeding per the Concept Design Schedule.
- 61. The AE shall make such adjustments as are necessary in the project plans and specifications to conform to the limits of the Design-to-Build cost provided in the contract, and shall cooperate and coordinate with the NNDOJ/OAG in determining Value

Engineering reductions required, if any. The NNDOJ/OAG shall reserve the right to submit all materials for third party review.

62. The AE shall complete site plans and submit to, obtain approval of, and secure the required site permits from ALL reviewing agencies and authorities. The AE shall complete site plans and notify the designated design manager when the plans will be submitted to the NNDOJ/OAG for review and permitting. The A/E shall also submit site plan notices, as required by the Navajo Land Department, to adjacent landowners and submit all records to the designated design manager.
63. The AE is responsible for coordinating with the Owner and utility companies to identify existing utilities, required relocations, and utility requirements for this facility.
64. The AE shall apply for and obtain any required wetlands permits.
65. The AE shall prepare and submit to the NNDOJ/OAG, stamped originals of all on-site and off-site easement plats for review and approval. Note that even though this is a NNDOJ/OAG owned property that easements will be required for storm sewer, NDOT, electric, gas, phone, cable and sanitary sewer.
66. The AE shall submit options for low impact development.
67. There will be an AE presentation to NNDOJ/OAG staff for purpose of reviewing proposed equipment for electronic and physical security, audio-visual, energy management; and proposed major building materials selections and finishes selections.
68. The NNDOJ/OAG reserves the right to have a third party conduct a constructability review of design at 95 percent submittal. If findings of third party constructability team require modifications to the drawings, AE to perform modifications at no additional expense to the NNDOJ/OAG.

69. When Construction Drawings are complete to the 35 percent stage, drawings shall include at least the following:
 1. Site Plan:
 1. All plan requirements for NNDOJ/OAG review with cover sheet and the following:
 2. Magnetic North
 3. Engineering Scale: 1 inch equals 50 feet or as required by the review agency
 4. Graphic scale, legend, vicinity map
 5. Existing elevations with bench marks and survey data
 6. New elevations to include two-foot contour intervals (one-foot contour interval lines for slopes less than 2%) and finished floor elevations
 7. Wetlands and flood plains
 8. Existing and new utilities indicating connections
 9. Existing and new structures
 10. Existing and new roads
 11. Parking areas with spaces
 12. Building location, dimensionally

13. Pertinent grades, adjacencies, setbacks, easements etc.
 14. Paths, ramps, stairs, curbs
 15. Location of site fixtures such as light fixtures, benches, railings, trash enclosures, generators etc.
 16. Easement plat
 17. Landscape plan, including berms or other security measures. Consultant to design using LC landscaping standards, which will be provided. Landscaping, sidewalks, paths, site furniture, etc. shall be shown at an enlarged scale where adjacent to the building in order to provide appropriate dimensions and detail for construction. This may be an enlarged civil plan or an architectural site plan.
- b. Building Plans:
1. Floor plans at 1/8" or 1/4" showing:
 2. Major dimensions
 3. Building footprint
 4. Exterior wall type, thickness, composition with physical security features identified
 5. Structural system with fixed grid and column sizes
 6. Major mechanical/electrical systems and their requirements
 7. Building core w/stairs, shafts, elevators etc. developed
 8. Built-in furniture and equipment
 9. Room names, numbers and space tabulations
 10. Finish board including exterior and interior material selection
 11. Location of new furniture required
- c. Elevations showing:
1. All fenestration and building materials
 2. Building overall heights and finished floor heights
 3. Section cut locations
- b. Building sections showing:
1. Foundation and structural systems
 2. Typical wall construction including exterior and interior
 3. Masonry coursing
 4. Parapet or overhang design
 5. Ceiling heights, clerestory windows, architectural elements
 6. Schedules
 7. Interior finishes
 8. Frame and door
 9. Window and glazing
- c. Structural drawings at 1/8" or 1/4" showing:
1. Typical and non-typical framing
 2. Slab design w/depressions and thicknesses

3. Beam sizes
 4. Column grid
 5. Preliminary details
- d. MEP drawings at 1/8" or 1/4" showing:
1. Major shafts and chases, sized
 2. Mechanical, Electrical and Telecom rooms, sized
 3. HVAC equipment locations, nominal sizes and proposed capacities of mechanical and electrical equipment
 4. Fire detection and protection systems
 5. Design calculations including electrical load and fault current analysis
 6. Lighting plans, power distribution and lighting cut sheets
 7. Communication System(s) rough-ins (j-boxes, conduit, etc.)
 8. Electronic Security
 9. Audio-Visual Plan, to include PA/alerting/call notification systems, projection if needed
 10. Lightning Protection- performance specification at this stage only.
 11. Plumbing plans, plumbing fixture schedule, cut sheets
 12. Flow diagrams of mechanical systems
 13. Exterior louver requirements
 14. Roof top equipment, vents, etc.
- e. Discussion of major systems, including the following:
1. Materials of construction
 2. Fenestration
 3. Foundation
 4. Framing
 5. Mechanical systems
 6. Lighting and power distribution
 7. Incoming Electrical and COMM services & their locations on Site
 8. Internal and external power distribution systems
 9. Fire detection and protection systems
 10. Building Envelope
 11. Physical Security Systems
 12. Communications, to include phone system
 13. Audio / Visual
 14. Electronic Security, Doors and Hardware
 15. Cost estimate, including a line-by-line project cost. Follow the FPP format for the cost estimate.
 16. Design calculations.
 17. Electrical load and fault current analysis.
 18. Lightning Protection
 19. List of technical specification sections.

70. Updated Life-Cycle Cost Analysis and LEED Energy Modeling: Based on the approved system selected during the MEP Systems Selection Task, AE shall provide updates to the Life-Cycle Cost Analysis and LEED Energy Model as required.
- a. Provide final report, including summary, appendices, graphics, and electronic copies of all computer-generated data.
 - b. In conjunction, provide updated reporting on all utilities and coordination including the following:
 1. Submit to each of the public utilities a load letter and preliminary plan for the project. Submit a copy of each letter to the NNDOJ/OAG Project Manager.
 2. Obtain direction from each utility as to the route of each service and budget estimates for same. Identify all costs for service and connection that will be outside the construction contractor's responsibility.
 3. Provide copy of this information to the NNDOJ/OAG Project Manager.
 4. Provide direction of anticipated required easements (onsite and offsite) for each utility. Provide copy of this information to the NNDOJ/OAG Design Manager.
 5. Provide Meeting Minutes for any discussions and meetings related to utilities.
 6. Preliminary Utility Review: AE shall submit to the NNDOJ/OAG and each of the public utilities a load letter and a preliminary Site Plan for the project. Submit a copy of each letter to the Design Manager.
 7. Obtain direction from each Utility company as to the route of each service. Identify all costs for service and connection that will be outside the construction contractor's responsibility. Provide copy of this information to the Design Manager.
 8. Identify service availability for each utility.

71. Deliverables:

- a. Meeting Notes for all meetings, presentations, discussions, etc.
 1. Electronic copy via e-Builder or similar software platform
- b. Draft Easement Plats
 1. 3 hard copies
 2. Electronic copies in PDF format submitted via e-Builder or similar software platform
- c. Design Development Package
 1. 3 hard copies of project manual, drawings, calculations, cut sheets, cost estimate, etc.
 2. Electronic copies in PDF format submitted via e-Builder or similar software platform
 3. Finish Boards
- d. Updated Life-Cycle Cost Analysis and LEED Energy Model

1. 1 hard copy of report
 2. Electronic copy in PDF format submitted via e-Builder or similar software platform
 3. Native file formats of energy simulation used submitted via e-Builder or similar software platform
- e. Summary of outstanding issues, etc. to NNDOJ/OAG Project Manager submitted via e-Builder or similar software platform

VALUE ENGINEERING (VE) ANALYSIS (OPTIONAL TASK)

72. The A/E shall provide in house value engineering analysis during all phases of design. However, the NNDOJ/OAG may have a VE study performed in which the A/E shall comply with the following:
1. The NNDOJ/OAG may enter into a contract with a Certified Value Specialist team (C.V.S. Team) for performing a value engineering analysis at the completion of the Design Development Phase.
 2. The value engineering analysis shall consist of a minimum 40-hour study/workshop conducted by the C.V.S. Team.
 3. The C.V.S. Team members shall be different from the project team members.
 4. The A/E shall provide four (4) copies of the independent cost estimate, plans, and specifications to the C.V.S. Team.
 5. The A/E shall present an overview of the project to the C.V.S. Team to explain design intent and answer questions.
 6. The A/E and his consultant design team shall attend a presentation meeting on the value engineering recommendations.
 7. The A/E shall provide comments on the value engineering analysis report within 14 calendar days of receipt of the report.
 8. The A/E shall participate in the joint review and value engineering resolution meeting.
 9. The A/E shall submit a report within 14 calendar days of the resolution meeting to the Owner.
 10. The A/E shall implement all final value-engineering recommendations accepted by the Owner into the project design at no additional cost to the owner. The Design to Build cost may be adjusted to reflect the accepted recommendations.
73. This maybe consider is a separate task, which will be invoiced only after written approval by the NNDOJ/OAG that the revisions identified have been adequately addressed.
- a. Deliverables:
 - a. Value Engineering Report Comments submitted via e-Builder
 - b. Value Engineering Resolution Report submitted via e-Builder
 - c. Revised drawings and specifications to incorporate accepted Value Engineering recommendations
 - b. 1 hard copy of drawings and specifications

- c. Electronic copy in PDF format submitted via e-Builder or similar software platform

CONSTRUCTION DOCUMENTS TASK

74. This task consists of developing the selected scheme into completed construction drawings and specifications. NNDOJ/OAG reviews are included in this task at the 75, 95 (PERMIT SET), and final 100 (IFB SET-Bid Set) percent stages. The NNDOJ/OAG review submission packages each require a two-week review period. Submission requirements are described at the end of this section. Due dates will be set forth in the schedule.
- a. NNDOJ/OAG review comments in the form of marked up drawings, specifications and written comments will be returned to the A/E after every submittal. The A/E shall incorporate NNDOJ/OAG comments into the construction documents after every review. The A/E shall respond to the NNDOJ/OAG comments in writing to the designated design manager after every review explaining that each item has been incorporated into the documents or will explain why it was not.
 - b. The A/E design team shall include a Quality Control (QC) program at each submittal during the Construction Documents phase. The NNDOJ/OAG designated design manager may request verification of the A/E's QC review. The objective for the NNDOJ/OAG is for the A/E to produce fully coordinated construction documents.
75. At 75 Percent Submittal: Deliver the 75 Percent Submittal to the Design Manager. Review comments will be returned to the A/E, who shall incorporate the comments into the 95 Percent Submittal. The 75 percent submittal shall include:
- a. Building sections showing all floor to floor heights or floor to ceiling heights and all associated typical details.
 - b. Building exterior elevations showing fenestration and exterior building materials including all associated typical details and schedules.
 - c. Space tabulations of net square footage by room, and total gross square footage.
 - d. Structural, mechanical, electrical, plumbing, security, fires detection/protection systems, and A/V systems and all associated typical details.
 - e. Landscaping plan indicating in block form the type, location and extent of plant material and other landscaping features recommended, including berms or other security buffering measures.
 - f. Riser diagrams (isometric type) for mechanical systems including plumbing.
 - g. Specifications consisting of edited and marked or typed guide specs, and legible handwritten or typed specs for items not in the guide specs.
 - h. Cost estimate shall be broken down by systems format. Lump sums are not acceptable.
 - i. Design/Construction Schedule in MS Project confirming that the project is proceeding per the Design Development Schedule.
 - j. Design calculations.
 - k. Updated electrical loads on all Panel schedules.
 - l. Heating and cooling loads for each space.

- m. Phone and data requirements, including phone and data room layout per NNDOJ/OAG DIT guidelines.
 - n. The Consultant shall prepare and submit to the NNDOJ/OAG, stamped originals of all on-site and offsite easement plats for review and approval. Note that even though this is a NNDOJ/OAG owned property that easements will be required for storm sewer and sanitary sewer and other utilities.
 - o. Final finish board including exterior and interior materials based on 35% selections.
 - p. Deliverables:
 - 1.Meeting Notes
 - q. Electronic copy via e-Builder
 - 1. Draft Easement Plats
 - r. 2 hard copies
 - s. Electronic copies in PDF format submitted via e-Builder or similar software platform
76. 75% Construction Document Package
- a. 2 hard copies of project manual, drawings, calculations, cost estimate, cut sheets, etc.
 - b. Electronic copies in PDF format submitted via e-Builder or similar software platform
 - c. 2 Final Finish Boards
 - 1. Hard copy of AE Team’s Quality Control Review Set (Redline and Yellow Out Set)
 - 2. Summary of outstanding issues, etc. to NNDOJ/OAG Project Manager
 - 3. Electronic copy in PDF format submitted via e-Builder or similar software platform
77. Permit Submittal: Deliver the Permit Submittal to the Design Manager. Review comments and those provided by the AHJ (Authority Having Jurisdiction) will be returned to the A/E, who shall incorporate the comments into the IFB submission. The submittal shall include:
- a. Specifications - complete, typed, and including the list of submittals, the list of operation and maintenance manuals and spare parts.
 - b. Cost estimates based on quantity take-off and unit material and labor prices. The estimate shall be complete in every respect including overhead, profit, mobilization and demobilization costs, and quotations to support major cost items. Design contingencies shall not be used at this stage.
 - c. Design calculations for all structural, mechanical, electrical, plumbing, and civil systems; include manufacturers' model numbers, performance curves, and other design descriptions as appropriate.
 - d. Separate listings that identify long lead time items and items, which, because of their uniqueness, criticality, or lack of tolerance in manufacture or installation, require particular scrutiny during construction; and proprietary items. Note:

proprietary items shall not be used without express prior approval by the NNDOJ/OAG.

- e. There will be a presentation to NNDOJ/OAG Staff for the purpose of reviewing proposed equipment for electronic and physical security, energy management, and proposed major building materials selections and finish selections.
 - f. Deliverables:
 - 1. Meeting Notes
 - g. Electronic copy via e-Builder
 - 1. Draft Easement Plats
 - h. 2 hard copies electronic copies in PDF format submitted via e-Builder
 - 1. 95% Construction Document Package
 - i. 2 hard copies of project manual, drawings, calculations, cut sheets, etc.
 - j. Electronic copies in PDF format submitted via e-Builder
 - 1. Final Finish Boards
 - k. Hard copy of AE Team's Quality Control Review Set (Redline/Yellow Out Set)
 - 1. Summary of outstanding issues, etc. to NNDOJ/OAG Project Manager
 - l. Electronic copy in PDF format submitted via e-Builder
 - m. IFB Submittal: Submit the IFB drawings and specifications to the Design Manager for review. The IFB submittal shall include:
 - n. Complete construction drawings to include Communication drawings, plus CAD files.
 - o. Complete construction specifications.
 - p. Cost estimate and design calculations revised according to the 95 percent submittal review comments.
 - q. Updated electrical load information.
 - r. Updated heating and cooling requirements
78. With the approval of the designated design manager, submit the construction documents to NNLD for permit review. The AE is to provide 4 full size sets of signed/sealed documents for permitting, where each sheet of drawings has an original seal. The AE is responsible for addressing all permit comments that are generated by Building and Development and making any necessary revisions to the documents.
79. IFB: Submit the IFB Documents upon approval by the Design Manager. The AE will be required to coordinate with the designated design manager to develop the Invitation for Bid and package the documents in a manner that allows for control and tracking of the plans during the bid phase. Specific protocols for confidentiality will be further discussed prior to bidding.
80. Deliverables:
- a. Meeting Notes
 - 1. Electronic copy via e-Builder
 - b. Final Easement Plats
 - 1. 4 hard copies
81. Electronic copies in PDF format submitted via e-Builder

- a. IFB Construction Document Package
 - b. 2 hard copies of project manual, drawings, calculations, cost estimate, etc.
 - c. Electronic copies in PDF format submitted via e-Builder
 - d. Electronic copies in AutoCAD format submitted via e-Builder
 - 1. Hard copy of AE Team's Quality Control Review Set (Redline and Yellow Out Set)
 - e. Permit Set
 - 1. 4 hard copies of drawings to NNLD (1 copy which will be returned to NNDOJ/OAG designated design manager)
82. Electronic copies in PDF format of all permit drawings and specifications submitted via eBuilder
- a. Bid Set
 - b. 2 hard copies of project manual and drawings
 - c. Electronic copies in PDF format submitted via e-Builder
 - d. Electronic copies in AutoCAD format submitted via e-Builder
 - e. 1 CD with PDF files of all bid drawings and specifications

CONSTRUCTION BIDDING PHASE

83. AE will be responsible for answering questions from bidders. All correspondence shall be documented and forwarded to the NNDOJ/OAG designated design manager.
84. AE will attend a Pre-Bid Conference. Present a brief overview of the project and prepare response to questions from bidders.
85. AE shall prepare such clarifications and addenda to the bidding documents as may be required. The AE will provide these to the NNDOJ/OAG for review. The NNDOJ/OAG will then direct the AE to provide the approved addendum for reproduction and distribution by the NNDOJ/OAG.
86. Should first bidding or negotiating prices be in excess of five percent (5%) of the approved Estimated Construction Cost (ECC), the AE shall participate with the NNDOJ/OAG in such re-bidding, renegotiating, and design revisions, at no additional expense to the NNDOJ/OAG, as may be necessary to obtain price(s) within the approved ECC or price(s) acceptable to the NNDOJ/OAG. The NNDOJ/OAG will assist in the design revision decisions. The NNDOJ/OAG must approve all redesign.
87. The AE is to review requests for substitutions and submit recommendation(s) to NNDOJ/OAG for approval.
88. The AE shall be responsible for preparing final construction documents that incorporate all issued addenda and shall provide one full reproducible set of the specifications and contract drawings and three sets of half-size drawings. The AE shall also provide to the NNDOJ/OAG electronic specifications and contract drawings, which include all issued addenda.
- a. Deliverables:
 - 1. Responses to bid questions and Addenda
 - b. Electronic copy in NNDOJ/OAG-furnished format

1. Updated Construction Documents including all addenda
2. 1 full size hard copy of drawings
3. 1 hard copy of specifications
4. Electronic copies in PDF format submitted via e-Builder
5. Electronic copies in AutoCAD format submitted via e-Builder

CONSTRUCTION PHASE

89. Progress Meetings: The NNDOJ/OAG Construction Project Manager will conduct the Construction Progress Meetings to be held every two weeks. The AE shall prepare the agenda including outstanding items and new items to be discussed via e-Builder. The AE shall be responsible for providing written notice and agenda for each meeting to all attendees two days in advance of the meeting date.
- a. The General Contractor shall take care in preserving the existing historic structures. The AE will be required to document the General Contractor's work to ensure preservation activities are performed according to approved drawings and procedures.
 - b. The General Contractor shall be required to be prepared with updates and information regarding agenda items as identified including updates on the construction schedule, submittals, RFI's, etc. and any other items identified by the NNDOJ/OAG.
 - c. The AE shall be responsible for preparing, distributing and correcting minutes from progress meetings that address all concerns of the NNDOJ/OAG and the Construction Contractor and monitor the construction progress. Recorded meeting minutes shall be distributed by the AE to all meeting attendees within three (3) working days after each meeting. This administration will be conducted by the AE through e-Builder or similar software platform.
90. Site Visits: Periodic visits to the construction site by the AE shall occur not less than two times per month, timed to coincide with the twice monthly construction progress meeting with the Construction Contractor. Each engineering discipline shall make periodic visits not less than once monthly, during the course of work applicable to its discipline. During critical work phases, each of the disciplines may be required to make additional visits. On the basis of such on-site observations.
91. The AE and any and all consultants shall take the appropriate steps to guard the NNDOJ/OAG against defects and deficiencies in the Work of the Construction Contractor. If the AE observes any work that does not conform to the Contract Documents.
92. The AE shall immediately make an oral and written report of all such observations to the NNDOJ/OAG. The AE and any and all consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfill their obligations to the NNDOJ/OAG.

93. The AE shall submit site visit reports via e-Builder no less than twice a month summarizing the construction progress, observations, deficiencies or other issues that may require further discussion. A report shall be issued each time a member of the AE team visits the site.
94. The AE shall render written field reports relating to the periodic visits and observations of the project required by the above paragraphs within three (3) working days to the NNDOJ/OAG and the Construction Contractor.
95. The AE shall verify that the Contractor is maintaining the Construction Record Drawing set. The AE shall verify that the General Contractor is maintaining all LEED template information for LEED credit.
96. Change Orders: The AE shall, when requested by the NNDOJ/OAG, prepare Change Order documentation. Change Orders shall be identified as follows:
 - a. Owner Changes: These will be additional costs.
 - b. Changes due to design errors or omissions: These will be additional cost to either parties.
 - c. Changes due to differing site conditions: These will be additional services.
 - d. The AE shall review all Construction Contractor requests for Change Orders and make recommendations to the NNDOJ/OAG. The AE shall periodically meet to review change orders to determine the nature of the change orders and the proper disposition thereof. All review of changes will be through e-Builder or similar software platform.
 - e. The AE will not issue revised construction documents without prior approval of the NNDOJ/OAG Design Manager, i.e. substitutions, drawing changes, and letters of correction.
97. RFIs: The AE shall respond to all Construction Contractor Requests-For-Information (RFI), within five (5) working days unless otherwise authorized by the NNDOJ/OAG designated project manager and prepare subsequent Project Modification (PM) drawings as required. RFI's will be managed through eBuilder. The AE shall transmit all RFI responses and PMs to NNDOJ/OAG Project Manager for review prior to transmitting to the Construction Contractor.
98. Submittals: The AE shall review and recommend approval or disapproval of all Construction Contractor submittals including catalog cuts, shop drawings, material samples, manufacturer's certifications, and the contractor's construction bid cost breakdown. Copies of catalog cuts, shop drawings, material samples, and manufacturer's certifications shall be marked-up, stamped, and returned to the Construction Contractor electronically through e-Builder or similar software platform.
 - a. Submittal reviews shall be completed and returned to the Construction Contractor within ten (10) working days after receipt. All submittal reviews will be conducted electronically through eBuilder. Retain one copy of all approved submittals and a log of all submittals until construction is complete, at which time all copies will be returned to the NNDOJ/OAG Project Manager.
 - b. Each submittal copy and the Material Approval Request form shall be reviewed and signed by the AE and shall include a statement regarding the submitted item's compliance with the drawings and specifications:

- c. Submittal complies: Stamp "APPROVED". Material Approval Request Forms: Check "APPROVED"
 - d. Submittal complies, but with clarification or minor change (no re-submittal required): Stamp "APPROVED AS NOTED" and note clarification or change that is required for compliance. Material Approval Request Forms: Check "SEE REVERSE" and write on the back of the form the clarification or change that is required for compliance.
 - e. Submittal does not comply (requires re-submittal and review): Stamp "DISAPPROVED - RESUBMIT" and note reason for disapproval. Material Approval Request Forms: Check "DISAPPROVED" and "SEE REVERSE" blocks and type on the back of the form "DISAPPROVED - RESUBMIT" and reason for disapproval.
99. Punch List: When the Construction Contractor states that the Work or portions of the Work are substantially complete, the AE and any and all consultants shall inspect the Work or portions of the Work, prepare and submit to the NNDOJ/OAG Project Manager typed punch lists of the Work of the Construction Contractor(s) which is not in conformance with the Contract Documents. The NNDOJ/OAG shall transmit such punch lists to the Construction Contractor(s). The AE will inspect and prepare a punch list on portions of the Work. The AE and any and all consultants shall conduct up to two (2) comprehensive substantial completion inspections per construction contract at the request of the NNDOJ/OAG. If more than two (2) substantial completion inspections are required for the project through no fault of the AE, the additional inspections shall be deemed additional services.
- a. The AE shall verify that the General Contractor has completed LEED template information for LEED credit.
100. The AE and any and all consultants shall observe and review test data of the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to verify that all equipment and systems are properly installed and functioning in accordance with the design and specifications.
101. Construction phase coordination will be required by the AE with NNDOJ/OAG vendors including the Third Party Commissioning Agent and others.
102. Upon correction of the deficiency reports (punch lists), and acceptance of all other closeout submittals and certificates of the Construction Contractor, the NNDOJ/OAG Project Manager and the AE shall approve the Application for Final Payment.
103. Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by the AE be discovered, the AE shall prepare and submit to the NNDOJ/OAG, within five (5) working days unless authorized by the NNDOJ/OAG, such amendments or supplementary documents and provide consultation as may be required. See Item Construction Phase number 96.
104. The AE shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, and shall not be responsible for the Construction Contractor's failure to carry out the Work in accordance with the Contract Documents.

105. The NNDOJ/OAG shall have authority to condemn or reject Work when in the NNDOJ/OAG's or the AE's opinion the Work does not conform to the Contract Documents. The AE will verify non-conformance and the NNDOJ/OAG will issue a formal notice to the Construction Contractor. Whenever in the NNDOJ/OAG's or the AE's reasonable opinion it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, the NNDOJ/OAG shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.
106. The AE shall be responsible for assisting the Construction Contractor in obtaining governing agency occupancy approval. If any exceptions arise related to the design or specified materials the AE is responsible for correcting the situation at no additional expense to the NNDOJ/OAG.
107. The AE is required to provide as-built Site Plan documents as required by Navajo Nation Facilities Department for final site/zoning inspections and coordinate with the Construction Contractor as required.
108. Deliverables:
 - a. Progress Meeting Agendas and Minutes via e-Builder
 1. Site Visit Reports and Coordination Meeting Minutes via e-Builder
 2. Responses to RFI's via e-Builder
 3. Submittal Review via e-Builder
 - b. Change Order preparation and review via e-Builder
 1. Contractor pay application review via e-Builder
 2. Punch List via e-Builder
 3. Inspection Reports via e-Builder
109. Test and Balancing and Equipment Start-Up Reports Review and Comments via e-Builder
110. For all of the above, provide electronic copies in PDF format to extent possible and hard copies as required (TBD)

FURNISHINGS CONTRACT ADMINISTRATION

111. Provide furniture and equipment design and contract administration services to fully outfit the project and based on the NNDOJ/OAG's available FFE budget. Furniture and non-fixed equipment is assumed to be FFE. Fixed equipment, building systems related equipment and audiovisual equipment are planned to be part of the General Contractor's scope of work and shall be included within the Construction Documents. Furnishings budget is approximately \$300,000.00, however this budget will be further refined as technology requirements are identified during design.
 - a. Furnishings Design Phase:
112. Meetings with the NNDOJ/OAG and staff as required for full selection of new furnishings and equipment including but not limited to the following:

- a. Furniture Concept Presentations – Provide options for review and to narrow down selections for each piece and area;
- b. Selections Meetings – Final selections on items;
- c. Finishes/Fabric Selections Meetings; and
- d. Public Area Furnishings Meetings.
 - 1. Provide one (1) draft and one (1) final specifications manual, including cut-sheets, color and finish selections, full specifications and details necessary to obtain competitive bids for the furnishings.
 - 2. Provide final furnishings plan with all pieces tagged by individual furniture type and referenced to specifications manual. Tag each piece uniquely including any differences in finishes and fabrics. For example, a C1 chair may be the same furniture piece as a C2 chair, but if they have different fabrics/finishes, they should be tagged uniquely. Provide final furnishings detail drawings for any custom furnishings required.

PROCUREMENT OF FURNISHINGS

113. Where possible, furniture and equipment items shall be purchased from existing approved NNDOJ/OAG contracts. A list of available contracts will be furnished to the AE for coordination and the NNDOJ/OAG will work with the AE to identify options for contracts. Where there are not contracts available, full bid documents will be required.

- a. Assist the NNDOJ/OAG in the evaluation of the bids received. Provide recommendations to the NNDOJ/OAG for the award of contracts for the furnishings.
- b. Assume that multiple contracts/vendors will be involved with multiple purchase orders.
- c. AE shall coordinate installation for all FF&E. includes:
 - 1. Preparation of Bill-of-Materials.
 - 2. Coordination with the NNDOJ/OAG Project Manager to schedule all vendors for installation. Detailed coordination, planning and scheduling will be required.
 - 3. Reports to the NNDOJ/OAG Project Manager on the furniture status and projected installation dates.
 - 4. Field coordination for electrical connections to systems furniture.
 - 5. On-site receipt and inspection of furniture and equipment.
 - 6. Reports to the NNDOJ/OAG Project Manager and the vendors on any follow-up on corrections of errors and/or damaged goods. Coordination of schedule for any repairs or replacements.
 - 7. Statement of completion for each vendor/purchase order when all items are complete, received and installation with no open issues so that NNDOJ/OAG Project Manager can approve final payment on purchase orders.
- d. Deliverables:
 - 1. Meeting Minutes

- e. Electronic copy via e-Builder
 - 1. Furniture Specifications (Draft and Final)
 - 2. 1 hard copy
- f. Electronic copy in PDF format submitted via e-Builder
- g. Furniture Drawings (Draft and Final)
 - 1. 1 hard copy
 - 2. Electronic copy in PDF format submitted via e-Builder
- h. Furniture Bid Documents (as required)
 - 1. 1 hard copy drawings and specifications
 - 2. Electronic copy in PDF format submitted via e-Builder
 - 3. 1 CD with electronic copy in PDF format
- i. Reports, as identified above, during the installation phase
- j. Electronic copy in PDF format submitted via e-Builder

BUILDING COMMISSIONING (optional task)

114. The AE shall be available to coordinate commissioning and testing activities to include project specifications, video documentation and oversight during all start-up and training. Additionally, AE shall ensure that all major building systems, including, but not limited to the following items, are completed to the full satisfaction of the NNDOJ/OAG by the construction contractor:

- a. Piping systems pressure testing
- b. Equipment start-up/demonstration by factory-authorized persons
- c. Duct pressure testing
- d. Demonstration of complete security systems
- e. Air balancing
- f. Tests and demonstrations required by Local Code Authorities
- g. Submittal of all required certificates, warranties, and test reports
- h. Submittal of Operations and Maintenance Manuals (3 sets)
- i. Demonstration of Audio-Visual systems
- j. Fire alarm / suppression systems
- k. Mechanical systems components and controls demonstration
- l. Emergency Power Systems
- m. Specified training for operation of building systems
- n. Attend a minimum of ten (10) commissioning meetings as necessary during construction
- o. The building commissioning is a NNDOJ/OAG task and the AE is to be available to coordinate with the NNDOJ/OAG Task Order Commissioning agent on the required Commissioning documentation.

POST-CONSTRUCTION PHASE

- 1. AE shall conduct a thorough punch list inspections and prepare the written punch list report incorporating those items compiled by the NNDOJ/OAG. This task includes the inspection conducted prior to the expiration of the warranty period.

2. AE shall prepare record "as-built" drawings on CAD files based on marked-up prints, drawings and other data furnished by the General Contractor. Submit final record drawings within 30 calendar days after receipt of marked-up drawings from the General Contractor. All final revisions shall be on the signed reproducible sheets and CAD files on diskette. The final "as-built" drawings shall show the actual construction only, except where the originals contain portions of the drawings marked "N.I.C." (not in contract) or when optional methods of construction are shown. Deletions or superseded portions of the drawings, or original methods of construction not used, shall be crossed out and noted "NOT BUILT". No change need be made to those portions, and symbols shall be removed from the body of the drawings. The revision notation in the revision block shall remain. Where a drawing is modified to show "as-built" conditions, the notation "RECORD DRAWING" shall be entered on the top most available line in the revision block.
3. The AE shall prepare a set of reproducible record drawings which show significant changes in the Work made during the Construction process, based on neatly and clearly marked-up contract drawings, prints, and other data furnished by the construction Contractor(s) and the applicable Addenda, Clarifications, and Change Orders which occurred during the Project.
4. The AE shall attend the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.
5. The AE and any and all consultants shall observe and review test data of the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to verify that all equipment and systems are properly installed and functioning in accordance with the design and specifications.
6. The AE and any and all consultants shall conduct up to two (2) of each comprehensive Final Completion inspections for the project at the request of the NNDOJ/OAG. If more than two (2) of each Final Completion inspections are required for the project, through no fault of the AE, the additional inspections shall be deemed additional services.
7. Upon correction of the deficiency punch lists reports, and acceptance of all other closeout submittals and certificates of the Construction Contractor, the NNDOJ/OAG and the A/E shall approve the Application for Final Payment.
8. The A/E and any and all consultants shall conduct an inspection of the project, with the exception of furniture and equipment, thirty (30) working days prior to warranty expiration and provide to the NNDOJ/OAG a written report specifying any warranty deficiencies which may exist.
9. DELIVERABLES:
 - a. Warranty Inspection Report
 1. 2 hard copies
 2. Electronic copy in PDF format submitted via e-Builder
 - b. Test and Balancing and Equipment Start-Up Reports
 1. 2 hard copies
 2. Electronic copy in PDF format submitted via e-Builder

c. As Built Drawings

1. 2 hard copies
2. Electronic copies in PDF format submitted via e-Builder
3. Electronic copies in AutoCAD format submitted via e-Builder
4. 1 CD with electronic files of all of the above in approved format

ADDITIONAL ARCHITECTURAL/ENGINEERING SERVICE

If required by the NNDOJ/OAG, provide additional architectural-engineering services at the hourly rates provided “Compensation”. Provide an hourly rate for each of the following representative categories. Minimum experience is indicated in parentheses for each category. Rates included herein should correspond as closely as possible to the actual rate category identified in the individual firm’s fee/rate schedule even though the category titles may differ.

1. Principal (Corporate Officer or Partner)
2. Project Manager (Registration + 10 yrs. experience + 3 yrs. as Project Manager)
3. QC Manager (+10 years’ experience in construction, architecture or combined)
4. Architect 1 (Registration + 7-10 years’ experience)
5. Architect 2 (Registration + 3-7 years’ experience)
6. Task Leader (0-5 years’ experience)
7. Technician 1 (5-7 years’ experience + required certifications)
8. Technician 2 (3-5 years’ experience + required certifications)
9. Administrative (3 years’ general office experience)
10. There will be no reimbursable expenses for additional services unless discussed and agreed to in writing for a specific project task.

Scope of Work for Architect and Engineer Contracts- Administration
Requirements and Protocol

The AE shall accept full responsibility to comprehend and verify the required Deliverables as stated in the Consultants Scope of Work (SOW), and provide all information as described. The Consultant shall be knowledgeable of the project site, its conditions, and all other constraints that may impact the fee. The Consultant shall understand all administrative and legislative approvals that will be required for the project. The Consultant shall complete the Design and Bid Documents in accordance with the Scope of Work, Budget, and Schedule.

1. The Consultant shall provide bimonthly project updates (meetings) to the NNDOJ/OAG (or as dictated by the Design Manager). This update should include:
2. Project Updates/Status; Impacts to the Budget & Schedule
3. Critical items which may become potential issues and their timely resolution
4. Coordination/Communication with NNDOJ/OAG and other Agencies

5. Required Easements and/or Land Acquisition
6. Coordination with Wet & Dry Utility providers and issues
7. The Consultant shall adhere to the following Communication Guidelines:
8. Voice Mails shall be responded to within 1-2 business days (depending on importance)
9. Emails shall be responded to within 1-2 business days (depending on importance)
10. Schedule Design Progress Meetings (as noted above) and provide an Agenda for every meeting
11. Meeting Minutes shall be issued within 2 business days of the meeting, copying all present
12. The Consultant shall provide a (Critical Path Method) CPM Project Schedule to be approved by the Design Manager (DM) that includes all essential Activities and Durations as stated in the Scope of Work. The Schedule shall also be updated monthly and should include:
13. Project Milestones and essential Activities
14. Deliverable Dates for all Plan Submissions as dictated in the Scope of Work
15. Status of NNDOJ/OAG Reviews, i.e., STPL, SPAM, SPEX, etc.
16. LEED template completion dates
17. To minimize errors and omissions, the Consultant shall perform a comprehensive internal Quality Control (QC) of all design documents prior to the issuance of all Plan Submissions and/or Bid Documents. The Consultant shall provide the necessary QC, and document all review comments using eBuilder© software. The minimum QC performed shall include annotations as noted in red and by highlighting any corrections.
18. The AE shall coordinate all work with their subcontracted design firms and other regulatory agencies prior to each Deliverable and is to be included in the QC process noted above.
19. The Consultant shall properly coordinate and be proactive in problem resolution with all subconsultants, utility and service providers, procurement of easements including updates with the Design Manager of all potential issues. (See note above).
20. The AE shall provide an Estimate of Probable Construction Costs as stated in the SOW. The estimate should include the following minimum costs and/or as required Design Manager:
21. Design/Estimating Contingency
22. Construction Contingency
23. Inflation to the mid-point of construction
24. Allowances
25. Deduct Alternates
26. The AE shall provide accurate and timely Invoices which are consistent and conform to the design completed. Hours expended for each discipline or personnel type may be requested.
27. The AE shall provide complete Conforming Documents accurately reflecting all Addenda.
28. No additional work or schedule/completion delays resulting in a contract change to include time and/or fee adjustment shall be performed by the Consultant unless prior

- approval has been provided by the Design Manager. The Consultant shall immediately notify the Design Manager of the potential change and prepare a Draft Proposal or revised Schedule in a timely manner for review and approval (5 working days). The final Proposal for additional services must be submitted and processed through e-Builder.
29. The AE shall attend and prepare for the Pre-Bid conference by addressing the following items:
 30. Sign-In Sheet and Agenda b. Project description; location, and include any unique requirements and criteria
 31. Staging Area(s)
 32. Hours of Work (Limitations)
 33. Security Requirements
 34. The AE shall review and analyze the Contractor's Potential Change Orders, Change Orders and other construction costs and make recommendations to the Owner as to their validity, accuracy and completeness.
 35. The AE shall attend and manage, in conjunction with the Design and Construction Managers regular (minimum bimonthly) Project Construction Meetings. Meeting Minutes shall be recorded and disseminated by the Consultant and will include:
 36. Construction Progress & CPM Schedule review
 37. Two Week Look Ahead Schedule
 38. Anticipated Work and Pre-installation Meetings
 39. Submittal & RFI Status
 40. Potential Change Orders, Changes and other issues (responsibility and status) to be resolved
 41. LEED Issues & Progress
 42. The AE shall respond in a timely manner to RFI's, 5 business days to Submittals, Change Orders, and other Construction related informational requests as may be needed. An expeditious response shall be required for critical issues affecting the project work, budget, and schedule.
 43. The AE design and construction administration team shall remain consistent throughout the duration of the project. DTCI shall be notified of any changes in the personnel. Architect and Engineer Design Evaluation Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-345-3695	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: ACE Property and Casualty Insurance Company		20699
INSURER C: Indemnity Insurance Company of North America		43575
INSURER D: ACE Fira Underwriters Insurance Company		20702
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-011091028-67 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X	HDO G72483844	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	ISA H25541881	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	X	G27963675 006	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLR C68921946 (AOS) SCF C68922021 (WI) WLR C68921983 (AZ, CA, MA)	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (E&O)		G21635029 019 (SIR: \$10,000,000)	10/01/2021	10/01/2022	Limit: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NAVAJO NATION DEPARTMENT OF JUSTICE IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.
 THE UMBRELLA LIABILITY POLICY IS EXCESS OF THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EMPLOYER'S LIABILITY COVERAGE.
 THE ABOVE PROFESSIONAL LIABILITY INCLUDES COVERAGE FOR NETWORK SECURITY AND PRIVACY LIABILITY.

CERTIFICATE HOLDER Navajo Nation Department of Justice Post Office Box 2010 Old BIA Club Building Window Rock, AZ 86515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <i>Marsh USA Inc.</i>
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Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code		Requester's name and address (optional)	
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number														
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

**FORM 1
(ADMINISTRATIVE PURPOSES ONLY)**

**SERVICES CONTRACT BETWEEN
THE NAVAJO NATION AND**

Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)

Consultant's physical address, state and zip code

Consultant's telephone number

CONTRACT NO: _____

FOR THE PERIOD: BEGINNING _____
ENDING _____

PAYMENTS TO BE MADE FROM:

Account: _____ - _____ Fees: \$ _____

Account: _____ - _____ Expenses: \$ _____

Account: _____ - _____ Taxes: \$ _____

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ _____ 0.00

UNDER THE TERMS AND CONDITIONS OUTLINED IN:

ATTACHMENT A – Mutual Promises and Agreements

ATTACHMENT B – Scope of Work

EXHIBITS:

EXHIBIT A – Accounting Codes and Budget

EXHIBIT B – Consultant Credentials

EXHIBIT C – Certificate of Insurance

Employer's Identification No.: _____

or

this number must match Form W-9

Consultant's Social Security No.: _____

SERVICES CONTRACT

ATTACHMENT A- Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereinafter called the "NATION" and _____, hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the "PARTIES." The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning _____, and ending _____.
2. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B - Scope of Work ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
3. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ _____, as per EXHIBIT A – Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the NATION.
4. **Authorized Representative.** The CONSULTANT shall work with the _____ (Contracting Program), and its Authorized Representative, _____, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Contract Number.** Contract Number C-_____ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

19. **Consultant Debarment; Suspension.** If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. §§301, *et seq.*, the **CONSULTANT** is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.

20. **Insurance Coverage.** The **CONSULTANT** shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (“RMP”) for the entire term of the Contract. The insurance coverage shall name the **NATION** as an additional insured as specified by the RMP, and the **CONSULTANT** shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.

21. **Conflicting and Additional Terms.** Any additional terms and conditions of the **CONSULTANT** are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the **CONSULTANT’S** additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

SIGNATURES OF THE CONTRACT

For the Consultant:

_____ Date

For The Navajo Nation:

_____ Date
Branch Chief
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME _____
 ADDRESS _____
 TELEPHONE NO. _____

ACCOUNTING CODES

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ _____ 0.00

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

_____ -Cost Estimate-Fees

\$ _____ per day or per hour x _____ work days or work hours outside the Navajo Nation: \$ _____
 \$ _____ per day or per hour x _____ work days or work hours within the Navajo Nation: \$ _____
 _____ % Navajo Nation tax on fees for work within the Navajo Nation: \$ _____
 Total Fees: \$ _____

_____ -Cost Estimate-Expenses

Travel (_____ miles x \$ _____ per mile): \$ _____
 Meals (_____ meals x \$ _____ per meal): \$ _____
 Lodging (\$ _____ per night x _____ required overnight stays): \$ _____
 Airfare (\$ _____ per trip x _____ trips): \$ _____
 Materials, supplies, and goods (list each item and associated cost): \$ _____
 Total Expenses: \$ _____

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:

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