

1 since ceased operations, leaving eighteen (18) homes partially constructed and abandoned at
2 its manufacturing facility and failed to maintain or produce adequate records accounting for
3 the receipt, use, and disposition of millions of dollars in federal funds and has materially failed
4 to perform its contractual, statutory, and fiduciary obligations to IDS+A and others.

5 2. On August 30, 2024, IDS+A entered an Indefinite Delivery/Indefinite Quantity
6 (IDIQ) Master Contract dated August 30, 2024, Contract No. CO16637 (“Master Contract”),
7 with the Navajo Nation. The Master Contract called for the design, manufacture and delivery
8 of modular homes throughout the Navajo Nation, as detailed in Exhibit A to the Master
9 Contract (hereinafter “the Project”). *See* Master Contract Attached as Exhibit 1.

10 3. In connection with the Project, on December 23, 2024, IDS+A received a
11 *Notification of Successful Cost Proposal Selection* for IDS+A’s Work Order No. 4. Under
12 Work Order No. 4, IDS+A was to perform services, including the design, manufacture and
13 delivery of 160 modular homes throughout the Navajo Nation.

14 4. On January 17, 2025, IDS+A and Defendant Zenni entered into the *Agreement*
15 *for Sub-Contractor Services* (the “Subcontract”). Pursuant to the Subcontract, Defendant Zenni
16 was required to “manufacture, deliver and install 160 modular homes according to the
17 requirements set forth in Contractor’s Work Order No. 4.” *See* Subcontract Attached as Exhibit
18 2.

19 5. The Subcontract established a fixed price of \$274,811.29 per home. Under the
20 terms of Work Order No. 4, IDS+A was awarded a total of \$49,999,995.00. On December 24,
21 2024, the Navajo Nation wired the fifty-percent (50%) downpayment to IDS+A in the amount
22 of \$24,999,997.39, less applicable Navajo Nation tax for the one hundred sixty (160) modular
23 homes.

24 6. On January 17, 2025, pursuant to the Subcontract, IDS+A wired Defendant
25 Zenni \$21,984,903.20. The Subcontract expressly required that these funds be used
26 **exclusively** for performance of the Scope of Work and for no other purpose. This payment—
27 approximately \$22 million—was intended to fund the manufacture and delivery of the modular
28 homes to the Navajo Nation. *See* Wire Transfer Receipt Attached as Exhibit 3.

1 **The Forensic Report – Zenni Squanders Millions on Improper and Mysterious**
2 **Expenditures**

3 7. Within months of executing the Subcontract, IDS+A and the Navajo Nation
4 became concerned with Defendant Zenni’s use of funds under the Subcontract. On April 3,
5 2025, the Executive Director of Community Development (“DCD”) for the Navajo Nation
6 contacted IDS+A, requesting an update on the status of materials purchased by Defendant
7 Zenni and formally requested invoices on April 15, 2025.

8 8. On April 23, 2025, IDS+A was informed by DCD that its leadership had toured
9 Defendant Zenni’s facilities and had concerns that American Rescue Plan Act (“ARPA”) funds
10 were being used for unallowed expenditures.

11 9. Shortly thereafter, IDS+A made its first demand for an accounting from
12 Defendant Zenni due to the concerns over significant unallowed expenditures. Defendant
13 Zenni returned 456 invoices to IDS+A, which were then provided to DCD on April 29, 2025
14 for its review. On May 22, 2025, DCD sent a Memorandum to IDS+A and Defendant Zenni
15 titled “Disallowed Costs and Invoice Deficiencies—Work Order #4” (the “DCD
16 Memorandum”). *See* DCD Memorandum Attached as Exhibit 4.

17 10. The DCD Memorandum informed IDS+A that it had identified approximately
18 \$350,000.00 in unallowed or unsupported costs on the invoices provided by Defendant Zenni.

19 11. On June 13, 2025, IDS+A emailed Defendant Zenni the DCD Memorandum and
20 demanded an immediate response to the DCD Memorandum. Defendant Zenni responded on
21 June 20, 2025. *See* Zenni’s Response to DCD Memorandum Attached as Exhibit 5. In
22 Defendant Zenni’s response, it stated that it wanted to “sincerely apologize for the confusion
23 on [its] end regarding the initial invoice request. [Zenni] misunderstood the assignment and,
24 as a result, pulled all invoices that ZenniHome has paid in support of Work Order #4. [...] As
25 soon as installations begin, we will submit monthly invoices to IDS+A in alignment with our
26 agreement, for subsequent submission to the Navajo Nation [...] As requested for ARPA-
27 related items, we will provide matching invoices and purchase orders tied directly to materials
28

1 and employee salaries associated with WO4.” *Id.* Outside of the invoices provided in April,
2 IDS+A has never been provided any additional invoices from Defendant Zenni.

3 12. IDS+A repeatedly demanded that Defendant Zenni provide a full accounting of
4 funds and supporting invoices, as expressly required under the Subcontract. Defendant Zenni
5 either refused to comply or failed to respond. As a result, it became apparent that Defendant
6 Zenni was unable and/or unwilling to perform its contractual obligations.

7 13. In late October 2025, IDS+A was informed by Worsley that Defendant Zenni
8 was ceasing its business operations. Thereafter, and purportedly in an effort to explain or
9 justify its handling of project funds, Defendant Zenni provided IDS+A with a report (the
10 “Forensic Report”) prepared by the forensic accounting firm Capital Edge Consulting, LLC
11 (“Capital Edge”). *See* Capital Edge Report Attached as Exhibit 6.

12 14. The stated purpose of the Forensic Report was to “evaluate the allowability and
13 compliance of expenditures incurred under [ZenniHome’s] [“ARPA”]-funded subcontractor
14 agreement.” Capital Edge’s purported independent review of Defendant Zenni’s books and
15 financial records identified, among other deficiencies, the following recurring issues:

- 16 a. Transaction date outside of the performance period;
- 17 b. Transaction had insufficient support to assess allowability;
- 18 c. Cost appeared organizational in nature rather than project-specific.

19 15. The Forensic Report demonstrates that Defendant Zenni expended millions of
20 dollars on vaguely defined “consulting” costs and incurred additional expenditures in clear
21 noncompliance with Work Order No. 4 requirements and applicable Federal Cost Principles.
22 Capital Edge estimated that Zenni incurred more than \$5,000,000 in unallowable costs—
23 approximately twenty-three percent (23%) of the total Subcontract award. Of particular
24 concern, Defendant Zenni’s own forensic expert identified approximately \$3,769,419.01 in
25 consulting costs within Defendant Zenni’s “Other Expenses” category as expected to be
26 unallowable. The majority of these costs were deemed unallowable upfront due to their
27 magnitude and clear noncompliance with Work Order No. 4 requirements and applicable
28 Federal Cost Principles.

1 16. Upon reviewing the Forensic Report, IDS+A immediately demanded that
2 Defendant Zenni provide the underlying data, invoices, and supporting financial
3 documentation necessary to verify the Forensic Report’s findings and determine who within
4 Defendant Zenni may have improperly retained or misused nearly \$4,000,000 of project funds.
5 Despite repeated requests, Defendant Zenni failed to provide any meaningful response or
6 access to the requested records, effectively obstructing IDS+A’s efforts to trace the funds and
7 assess compliance with the Subcontract and federal requirements.

8 17. By its admitted misuse and misappropriation of federal funds, Defendant Zenni
9 materially breached the Subcontract with IDS+A and, in doing so, likely violated applicable
10 federal laws, including those governing the use of ARPA funds. Defendant Zenni’s actions,
11 including diverting funds for unallowable purposes, failing to maintain adequate records, and
12 abandoning its contractual obligations—constitute both a breach of contract and a basis for
13 civil or criminal liability under federal statutes governing fraud, waste, and abuse of public
14 funds.

15 **ZenniHome Shuts Down and Worsley Capitalizes**

16 18. In a “Final Status Memo” addressed to IDS+A and the Navajo Nation leadership
17 dated October 17, 2025, Worsley acknowledged that “[d]espite every effort and substantial
18 investment on our part, the reality is that ZenniHome has now ceased operations and is no
19 longer able to perform under the contract tied to Work Order 4.” This admission confirmed
20 that Defendant Zenni was abandoning its obligations under the Subcontract, leaving IDS+A,
21 the Navajo Nation, and the Navajo people without the contracted modular homes. Worsley’s
22 memo underscores that, despite receiving nearly \$22 million in federal funds and substantial
23 advance payments, Defendant Zenni failed to complete the Scope of Work, failed to account
24 for millions of dollars in expenditures, failed to return the funds, and effectively terminated
25 performance, causing substantial financial and operational harm. *See* Final Status Memo
26 Attached as Exhibit 7.

27 19. Defendant Zenni partially manufactured only eighteen (18) of the eighty (80)
28 homes that it received payment for under the Subcontract. Defendant Zenni did not deliver or

1 install any of the eighteen (18) homes, and the eighteen (18) homes currently sit abandoned at
2 Defendant Zenni’s manufacturing facility at 1500 N. Desert Paintbrush, Page, Arizona 86040.

3 20. Following Defendant Zenni’s October communications to IDS+A, IDS+A took
4 multiple steps to safeguard the eighteen (18) homes and the associated equipment and materials
5 for which Defendant Zenni received nearly \$22 million. Defendant Zenni initially represented
6 that it would continue providing security for the homes and other project assets, but Defendant
7 Zenni failed to fulfill these assurances. IDS+A also attempted to coordinate with the Navajo
8 Nation to protect the homes and identify a path forward; however, Defendant Zenni has been
9 completely unwilling to secure the assets or assist either party in addressing the situation.
10 Defendant Zenni’s inaction has left the homes and construction materials at risk and has further
11 obstructed efforts to remedy the failed project.

12 21. Zenni failed entirely to perform its duties under the Subcontract, and publicly
13 announced on December 31, 2025 that “ZenniHome has made the difficult decision to wind
14 down operations and begin an orderly dissolution process.”

15 22. On December 31, 2025, a public sale was conducted by Defendant Zenni’s
16 secured creditor, NZ Snowflake Lending, LLC, to liquidate Zenni’s assets pledged as collateral
17 under a \$5,000,000 promissory note dated December 30, 2024. *See* Collateral Sale Notice,
18 attached as Exhibit 8. IDS+A later learned that NZ Snowflake Lending, LLC was controlled,
19 owned, and managed by Worsley. Through this insider-controlled sale, Worsley appears to
20 have regained Zenni’s assets via credit bids, effectively reclaiming the assets for himself. In
21 essence, Worsley was attempting to claim an asset for which Defendant Zenni had been paid,
22 effectively resulting in double compensation for the same property. *See* NZ Snowflake Private
23 Lending LLC Articles of Organization Attached as Exhibit 9.

24 23. After ceasing operations, Worsley, acting through his insider-controlled entity
25 NZ Snowflake Lending, LLC, conducted a foreclosure and credit bid of Defendant Zenni’s
26 assets, effectively reclaiming the assets for himself. These actions suggest self-dealing,
27 misappropriation, and diversion of funds intended for the Navajo Nation housing project, while
28

1 leaving IDS+A, the Navajo Nation, the Navajo people, and U.S. taxpayers without the intended
2 benefits of the Subcontract.

3 24. Despite repeated demands from IDS+A for accounting, invoices, and financial
4 records, Defendant Zenni refused to provide the information necessary to trace expenditures
5 or verify compliance, obstructing IDS+A's ability to assess the disposition of federal funds.
6 The Forensic Report prepared by Capital Edge Consulting, LLC demonstrates millions of
7 dollars were spent on unallowable costs, including approximately \$3.77 million in consulting
8 fees that were clearly noncompliant with WO4 requirements and Federal Cost Principles,
9 further evidencing mismanagement and potential misuse of federal funds.

10 25. Collectively, these facts demonstrate a pattern of breach of contract, obstruction,
11 mismanagement, waste of federal funds, and potential fraud. Worsley and Defendant Zenni's
12 actions have caused substantial financial and operational harm, undermined public trust, and
13 left critical housing resources unfulfilled. IDS+A, the Navajo Nation, and the U.S. government
14 are entitled to all remedies available under the Subcontract, applicable federal law, and equity,
15 including recovery of misappropriated funds, damages, and any other relief necessary to
16 protect federal interests and the Navajo Nation.

17 **JURISDICTION AND PARTIES**

18 26. Plaintiff IDS+A is a New Mexico Limited Liability Company with its principal
19 office located at 8008 Pennsylvania Circle NE, Albuquerque, NM 87110.

20 27. Defendant ZenniHome is an Arizona Limited Liability Company, with its
21 principal address located at 4041 E Grove Cir, Mesa, Arizona, 85206.

22 28. This Court has jurisdiction over the parties and the subject matter of this
23 Complaint.

24 29. Venue is proper pursuant to A.R.S. § 12-401(7).

25 **FIRST CLAIM FOR RELIEF**

26 **(Breach of Contract)**

27 30. Plaintiff incorporates herein by reference each of the allegations contained in this
28 Complaint as though fully set forth herein.

1 31. Section 1.01 of the Subcontract provides that “Subcontractor shall manufacture,
2 deliver and install 160 modular homes according to the requirements set forth in Contractor’s
3 Work Order No. 4[.]”

4 32. By failing to manufacture, deliver and install 160 modular homes, Defendant
5 Zenni has breached the Subcontract.

6 33. Section 3.02 of the Subcontract provides that “Payments made to Sub-Contractor
7 shall be used exclusively for the Scope of Work, and not for any other purpose. [...] . When
8 requested by Contractor, Sub-Contractor shall submit proper verification of invoices, reports,
9 documents or any other information related to this Subcontract within 14 calendar days of the
10 date of request, in compliance with Master Contract Section 36.”

11 34. By using substantial portions of the funds for purposes other than the Scope of
12 Work, Defendant Zenni has breached the Subcontract.

13 35. By failing to provide verification of invoices, documents, and other information
14 related to the Subcontract when requested by IDS+A, Zenni has breached the Subcontract.

15 36. Section 4.05 of the Subcontract provides that: “Sub-Contractor acknowledges
16 that TIME IS OF THE ESSENCE of this Subcontract and accepts and confirms that the time
17 allowed in the Work Schedule is reasonable for completing the Work and agrees to dedicate
18 such personnel and other resources as may be necessary to guarantee that the Work is
19 continuously managed and performed in a diligent, skilled and workmanlike manner in
20 accordance with Contractor’s objectives of cost, time and quality. Sub-Contractor’s failure to
21 complete the Work within the time parameters and milestones set forth in the Work Schedule
22 shall constitute a breach of this Subcontract.”

23 37. By failing to complete the work under the Subcontract within the time
24 parameters set forth in the work schedule, Defendant Zenni has breached the Subcontract.

25 38. Section 14.01 of the Subcontract states that “[e]ither Party may terminate this
26 Subcontract if the other Party violates or breaches any of the terms and conditions herein and
27 does not remedy such violation or breach within 30 days after receiving written notice from
28 the non-breaching Party specifying the violation or breach.”

- b. For an order appointing a receiver over ZenniHome;
- c. For pre- and post-judgment interest;
- d. For attorneys' fees pursuant to A.R.S. § 12-341.01;
- e. For costs of suit;
- f. For a full accounting of all expenditures; and
- g. For any other relief the Court deems just and proper.

DATED this 9th day of February 2026.

BURCH & CRACCHIOLO, P.A.

/s/ Myles M. Lewallen

Ryan W. Anderson

Myles M. Lewallen

Jake D. Curtis

Seth A. Neufeldt

Edward Y. Gao

Attorneys for Plaintiff

1 **VERIFICATION**

2

3 I, Tamarah Begay, declare under penalty of perjury that:

4 1. I am the founder and principal of Indigenous Design Studio +
5 Architecture, LLC. I am authorized to make this verification on behalf of Indigenous
6 Design Studio + Architecture, LLC.

7 2. I have read the foregoing *Complaint*, and I verify that the factual
8 statements set forth in the *Complaint* are true and correct to the best of my knowledge
9 and belief.

10 EXECUTED this 9th day of February 2026.

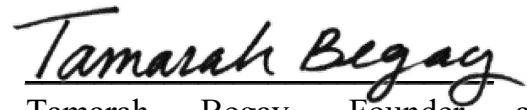
11 
12 Tamarah Begay, Founder and
13 Principal of Indigenous Design Studio
14 + Architecture, LLC.

EXHIBIT 1



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáądi Nitsáhákees

September 19, 2024

Indigenous Design Studio + Architecture, LLC
8008 Pennsylvania Circle NE
Albuquerque, New Mexico 87110

ATTENTION: Tamarah Begay, CEO/President

REFERENCE: 164 Review 23222/Contract

Dear Ms. Begay:

Attached please find your copy of the approved Contract CO16637 with the Navajo Nation Division of Community Development. The Contract has been awarded in the amount of \$170,000,000.00. The term of the contract will commence on August 30, 2024 and expires 5 years after the date of execution by Navajo Nation President.

Reference above contract number on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Patrick R. Dalgai at (928) 871-6468 or pat_dalgai@nnchid.org.

Sincerely,

A handwritten signature in blue ink that reads "Darlene Begay".

Darlene Begay, Senior Accountant
OOC – Contract Administration

xc: Patrick R. Dalgai, Navajo Nation Division of Community Development
Rachel Goy, CA/Navajo Nation Office of the Controller
Contract Folder: CO16637

SECTION 164 REVIEW FORM

Title of Document: Contract IDS+A ARPA Housing Contact Name: DALGAI, PATRICK R

Program/Division: DIV. OF COMMUNITY DEVELOPMENT

Email: pat_dalgai@nnchid.org Phone Number: 928-871-6468

Check document category: only submit to category reviewers. OMB, OOC and OAG have 5 working days, except BRD has 2 working days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

Section 164(A)

Division Director: _____ Date: _____

Statement of Policy or Positive Law: Sufficient Insufficient

1. OAG: _____ Date: _____

IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)

1. OMB: _____ Date: _____

2. OOC: _____ Date: _____

3. OAG: _____ Date: _____

Section 164(B)

Division Director: [Signature] Date: 8/18/24

Grant/Funding Agreement or amendment:

1. OMB: _____ Date: _____

2. OOC: _____ Date: _____

3. OAG: _____ Date: _____

Subcontract/Contract expending or receiving funds or amendment:

1. BRD: [Signature] Date: 08/20/24

2. OMB: [Signature] Date: 08/21/24

3. OOC: [Signature] Date: 8/21/24

4. OAG: [Signature] Date: 8/21/24

5. FRFO: [Signature] Date: 8-21-24

Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:

1. OAG: _____ Date: _____

M.O.A. or Letter of Assurance expending or receiving funds or amendment:

1. OMB: _____ Date: _____

2. OOC: _____ Date: _____

3. OAG: _____ Date: _____

pending memo

Office of the President/Vice President [Signature] Date: 23 Aug 2024

Navajo Nation - Division of Finance
Office of the Controller
164 or Signature Authorization Sheet (SAS) Sign-Off Sheet for OOC

(Attach sign off sheet to SAS document to ensure each section within OOC signs off on SAS)

PLEASE NOTE OOC (ALL SECTIONS IN TOTAL) HAS 7 DAYS TO REVIEW

023222

OOO - Section	Date
1 Accounts Receivable:	
2 General Accounting:	
3 Contract Accounting:	Quante 8/21/24
4 Contract Administration:	


Comments:

Insufficient due to the following:
K211564; K2115137 - Funds Available. Need Budget Breakdown for each business unit & the future use of business units. If the funds are not identified there will be a significant budget shortfall as total award amount has a value approximate to \$115 million. Need cost & Price Analysis for Project RFP/RFO that determines MFC. TB3 8-21-2024
K210775 have available funds, sufficient. S. Guy 8/21/24
EXPECTING additional funding from FUTURE GRANTS SUFFICIENT
Joel Kavelos mg
8/21/2024 8.21.24



MEMORANDUM:

TO : Sean McCabe, Controller
Office of the Controller

FROM : 
Patrick Dalgai, Department Manager II
Community Housing & Infrastructure Department/DCD

DATE : Monday, August 19, 2024

SUBJECT : CHID – New Housing IDIQ Contract Reviews
RE: Price Analysis

The Office of the Controller (OOC) has requested the following information be provided to determine the Indefinite Delivery Indefinite Quantity (IDIQ) Contracts to be “Sufficient”:

1. Per procurement guidelines all of the awards were through a formal bid process.
2. During that formal bid process prices were analyzed
3. Document what those prices were in general and from those prices you identified a price range for the award of those contracts. So, for example, if through procurement you got process that ranged from 7-10 million dollars you have identified that 7.5 – 9 as a reasonable price range for the award of the contract and lastly,
4. Document the award amount that fits in that reasonable price range.

CHID is providing the following response to Item No. 1 above:

1. **Public Advertisement and Selection Process for Request for Qualifications (RFQs):** CHID publicly advertised the Request for Qualifications (RFQs) in several prominent publications, including the Arizona Daily Sun, Farmington Daily, Gallup Independent, Navajo Times, and the Albuquerque Journal. In response, CHID received a total of fourteen (14) proposals. Through a thorough evaluation process, the selection was narrowed down to the top eight (8) qualified respondents, based on the details in their proposals that aligned with the criteria outlined in the RFQ. Of these top eight, seven (7) responded by the deadline specified in the “Notice of Intent to Award” letters sent to each contractor.
2. **RFQ Evaluation Criteria included:** 1) Firm Experience; 2) Proposal Content/Organization, 3) Firm Team, 4) Quality Control, 5) Experience on Navajo Nation Projects; and 6) Capacity/Schedule Ability/Resources.

CHID is providing the following response to Item No. 2, 3, and 4 above:

1. **Clarification on Cost Considerations:** The selection criteria for the Request for Qualifications did **not** consider the cost per unit as a determining factor. Although some proposals included anticipated unit costs, this information was voluntary and was not used in the selection process. The Nation plans to issue Work Orders to each contractor based on the specific unit types and quantities needed within each Delegate Region, subject to available funding. If cost proposals were provided in the contractors' responses, these will be used to establish pricing for each work order. Additionally, there are sufficient baseline prices available in the market, enabling CHID to analyze and compare pricing throughout the duration of the contract.
2. **Assessment of Reasonable Price Range for Contract Award:** Although cost proposals were not specifically required or requested as part of the RFQ deliverables, some of the contractors provided preliminary cost proposals based on unit pricing for 1, 2, and 3-bedroom units. A few of the prices were based on "bulk" orders of 200 units or greater. The following page has a table that provides a sample of some of these cost variances.

We anticipate the average work order is going to range between \$8 – 12M with varying levels of bedrooms and unit quantities being ordered.

3. This range reflects the comprehensive assessment of the proposals received, taking into consideration factors such as scope and quantities anticipated for each Delegate Region, quality, and the overall value offered by each bidder based on need.

Based on market research of mobile and manufactured homes in NM, the average price for a single wide modular unit with full installation costs included is approximately \$140,000 for a 1,000 square foot unit (\$140/sq. foot). Many factors must be considered when reviewing base line market prices to include geographic region for service, basic vs. customized units, delivery and installation requirements, floor plans, and specifications.

The Nation is requiring higher than minimum code standards to be considered as part of our project to include, but not limited to a higher wind zone rating when installed, insulation considerations, and framing requirements. All these factors impact the final price per unit. Based on our analysis, the proposed price range from each contractor is both competitive and fair, aligning with our project's objectives and budgetary constraints.

Contractor No. 1				
		Estimated Unit Price	Square Feet	Estimated Price Per Sq. Ft.
1-Bedroom	150 Unit Order	\$160,000.00	704	\$227.27
2-Bedroom	136 Unit Order	\$176,000.00	868	\$202.76
3-Bedroom	124 Unit Order	\$193,548.00	952	\$203.31

**Final scope will need to be determined during work order development.

**Fee includes delivered, block, level, tie downs, and skirting.

Contractor No. 2				
		Estimated Unit Price	Square Feet	Estimated Price Per Sq. Ft.
1-Bedroom	200 Unit Order	\$125,000.00	Not Specified	Need Sq. Ft.

**Final scope will need to be determined during work order development.

**Fees include delivery, design, warranty, and installation.

Contractor No. 3				
		Estimated Unit Price	Square Feet	Estimated Price Per Sq. Ft.
1-Bedroom	Not Specified	\$88,786.00	480	\$184.97
2-Bedroom	Not Specified	\$95,321.00	693	\$137.55
3-Bedroom	Not Specified	\$114,700.00	880	\$130.34

**Final scope will need to be determined during work order development.

**Square Footage Needs to Be Verified (Extracted from Website)

Contractor No. 4				
		Estimated Unit Price	Square Feet	Estimated Price Per Sq. Ft.
1-Bedroom	200 Unit Order	\$73,227.00	395	\$185.38
2-Bedroom	200 Unit Order	\$102,400.00	880	\$116.36
3-Bedroom	200 Unit Order	\$105,135.00	942	\$111.61

**Final scope will need to be determined during work order development.

**Not clear what fees include.



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáądi Nitsáhákees

MEMORANDUM

TO: Navajo Nation Section 164 Reviewers

FROM: *Darlene Begay*
 Darlene Begay, Senior Accountant
 Contract Administration
 Navajo Nation Office of the Controller

THRU: *Valerie Bitsilly*
 Valerie Bitsilly, Accountant
 Contract Administration
 Navajo Nation Office of the Controller

DATE: August 10, 2024

SUBJECT: Document No. 023222 ? - Indigenous Design Studio

Please be advised, the 164 Review Document No. ____ is complete. Upon review, Navajo Nation Office of the Controller, Contract Administration Section recommends the following deficiency(s) to be addressed and corrected. Should you have any questions, please bring it to my attention at 928.810.8596. Thank you.

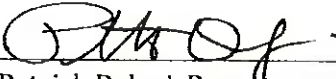
- Account Identification: Attach budget sheet: identify business unit, object code, and Inserted amount with NN Tax.
- Cost/Price Analyst Memo: Attach if using external funding. Will revise
- Term of Contract: _____
- Bids/Advertisements/Quotes or Sole Source Justification: Attach bid sign in sheet, tabulation, advertisement, and quote. Attached
- Business Regulatory Clearance: Attach clearance memo. Attached
- Insurance: _____
- Debarment/Suspension: _____
- W-9: Attach completed new form, utilize new form on OOC website. Attached
- Other: Attach a total of four (4) copies of the contract upon return.
- (Ex. copies, SOW, signatures.) Attach 164 review sheet with signatures. Attached



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

MEMORANDUM:

TO : Sean McCabe, Controller
Office of the Controller

FROM : 
Patrick Dalgai, Department Manager II
Community Housing & Infrastructure Department/DCD

DATE : Monday, August 19, 2024

SUBJECT : CHID – New Housing IDIQ Contract Reviews
RE: Response to OOC Administrative Review Comments

The Office of the Controller (OOC) has requested the following information be provided to determine the Indefinite Delivery Indefinite Quantity (IDIQ) Contracts to be “Sufficient”:

1. Per procurement guidelines all of the awards were through a formal bid process.
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3. Document what those prices were in general and from those prices you identified a price range for the award of those contracts. So, for example, if through procurement you got process that ranged from 7-10 million dollars you have identified that 7.5 – 9 as a reasonable price range for the award of the contract and lastly,
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CHID publicly advertised the Request for Qualifications (RFQs) in several prominent publications, including the Arizona Daily Sun, Farmington Daily, Gallup Independent, Navajo Times, and the Albuquerque Journal. In response, CHID received a total of fourteen (14) proposals. Through a thorough evaluation process, the selection was narrowed down to the top eight (8) qualified respondents, based on the details in their proposals that aligned with the criteria outlined in the RFQ. Of these top eight, seven (7) responded by the deadline specified in the “Notice of Intent to Award” letters sent to each contractor.
2. **RFQ Evaluation Criteria included:** 1) Firm Experience; 2) Proposal Content/Organization, 3) Firm Team, 4) Quality Control, 5) Experience on Navajo Nation Projects; and 6) Capacity/Schedule Ability/Resources.

CHID is providing the following response to Item No. 2, 3, and 4 above:

MEMO/Mr. McCabe
August 19, 2024
Page Two

- 1. Clarification on Cost Considerations:** The selection criteria for the Request for Qualifications did **not** consider the cost per unit as a determining factor. Although some proposals included anticipated unit costs, this information was voluntary and was not used in the selection process. The Nation plans to issue Work Orders to each contractor based on the specific unit types and quantities needed within each Delegate Region, subject to available funding. If cost proposals were provided in the contractors' responses, these will be used to establish pricing for each work order. Additionally, there are sufficient baseline prices available in the market, enabling CHID to analyze and compare pricing throughout the duration of the contract.

FIRM NAME : Indigenous Design Studio + Architecture
ADDRESS : 8008 Pennsylvania Cir NE,
Albuquerque, New Mexico 87110
TELEPHONE NO.: (505) 226 - 2565

DIVISION OF ECONOMIC DEVELOPMENT
BUSINESS REGULATORY DEPARTMENT

NAVAJO BUSINESS OPPORTUNITY CLEARANCE

- I certify that the above named person or firm is certified Navajo or Other Indian Owned Firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.
- I certify that the above named person or firm is not certified as a Navajo or Other Indian Firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.
- No certified Navajo or Other Indian Firm available for contract performance.
- Attached contract has been let out for bid in accordance with all Tribal Contract Laws - Navajo Business Opportunity Act (5 N.N.C §201 et seq.), Navajo Nation Procurement Code (12 N.N.C. §301 et seq.) and Title Two (2 N.N.C §223). (Invitation to Bid and Bid Results attached). See Comments Below.
- This proposed contract is in compliance with applicable Navajo Business Opportunity Act (5 N.N.C §201 et seq.). See Comments Below.



Signature

Department Manager I

Title



Date

Reviewed by: Rochelle Tabaha  Date: 08/19/2024
Staff Business Regulatory Department

COMMENTS (If Any): Document 023222 is a ^{DIA VP} PSC with the Navajo Nation (DCD) and the above listed certified entity. Project was formally advertised. Selected certified entity was deemed most responded qualified bidder to RFP. Accordingly, selected of certified entity is in compliance with NBOA provisions and is OK for sign signature. R. Tabaha

**INDEFINITE DELIVERY / INDEFINITE QUANTITY
NAVAJO NATION MASTER CONTRACT**

<u>Navajo Nation Administrative Purposes Only</u>	
<i>The Parties acknowledge the terms within this box Article are referenced in the Master Contract and are for Navajo Nation governmental purposes only. Except as required in the Master Contract, changes to the terms within this box Article will not require a modification.</i>	
Contract Number: _____	
Contract Begin Date: <u>Date of Execution by the Navajo Nation President</u>	
Contract Term Ends: <u>Contract Term is for 5-years after the date of execution by Navajo Nation President</u>	
Business Unit Number(s)	Amount to Encumber
K210775.6960 6990 <i>pd</i>	\$9,412,852
K2115137.6960 6990 <i>9-18-24</i>	\$15,240,004
K211564.6960 6990	\$50,000,000
	} \$170,000,000
	<i>See Budget Sheet</i>

This Indefinite Delivery/Indefinite Quantity Master Contract ("Master Contract") is entered into between the Navajo Nation, hereinafter "Navajo Nation," and Indigenous Design Studio & Architecture, L.L.C., hereinafter "Contractor" to plan, develop, construct, and manage projects across the Navajo Nation. The Navajo Nation and the Contractor shall be referred to singularly as "Party" and collectively as "Parties."

- 1.0 DOCUMENTS CONSTITUTING THE MASTER CONTRACT.** The following are to be considered collectively as one agreement/contract and the term "Master Contract" whenever used herein shall be deemed to include all such documents:
- 1.1 This Master Contract;**
 - 1.2 Exhibit A – Scope of Master Contract;**
 - 1.3 Exhibit B – Work Order Form;**
 - 1.5 Exhibit C – Work Order Cost Proposal;**
 - 1.6 Exhibit D – Insurance;**
 - 1.7 Exhibit E– Navajo Nation’s Financial Assistance Agreement with Treasury**
 - 1.8 The following, which may be delivered on or after the Effective Date of the agreement, are not attached hereto:**
 - (a) Master Contract Notice to Proceed;**
 - (b) Project Specific Work Order; and**
 - (c) Final Inspection Forms.**

2.0 MASTER CONTRACT AMOUNT. The Navajo Nation shall pay the Contractor an amount not to exceed one hundred and seventy million dollars (\$170,000,000) over the life of this Master Contract, which amount is the Original Contract Amount. Any modification of this original contract

amount shall comply with Article 33 below. The intent of the Nation is to issue individual project assignments with project deliverable requirements through Work Order(s) as outlined further in Article 21.

- 3.0 EFFECTIVE DATE; TERM.** This Master Contract shall be effective as of the date of execution of the Navajo Nation President and shall expire five (5) years from the effective date unless terminated earlier or extended by modification in accordance with Article 33 below. An exact date or duration of calendar days must be specified for this contract; it cannot be "open-ended."
- 4.0 CALENDAR DAY.** The term "day" as used in the Master Contract and within a Work Order shall mean calendar day, unless otherwise specified.
- 5.0 CONTRACT NUMBER.** Following execution of the Master Contract by the Navajo Nation and upon completion of all other Navajo Nation requirements for contracting, the Navajo Nation Office of the Controller shall assign a Contract Number that shall be shown in the Administrative Purposes box on page one (1) above. All invoices submitted by Contractor for payment shall reference said Contract Number.
- 6.0 MASTER CONTRACT GOVERNS.**
- 6.1 Entire Agreement.** This Master Contract and any exhibits or attachments represent the entire and integrated agreement between the Parties. The Parties hereby acknowledge and agree that the written provisions listed herein constitute the complete understanding of the Parties with respect to the subject matter of this Master Contract, and that there exist no promises or representations between the Parties other than those set forth herein.
- 6.2 Master Contract Supersedes.** This Master Contract shall apply to all Work Orders agreed upon by the Parties during the term of this Master Contract and until the completion of all Work Orders. In the event of a conflict between the terms of the Master Contract and a Work Order, the Master Contract shall govern, except that any conflict related to the Project under the Work Order shall take precedence.
- 7.0 NOTICE TO PROCEED REQUIRED.** The Contractor shall not commence the performance of any work or the provision of any services, or any other duties under this Master Contract until the Navajo Nation issues a formal "Notice to Proceed" for the Master Contract. Notwithstanding the Notice to Proceed, the Contractor shall not commence any work under this Master Contract until the effective date of all insurance coverages required by Article 16.
- 8.0 MASTER CONTRACT AUTHORIZED REPRESENTATIVES.** The Navajo Nation and Contractor identify below Authorized Representatives to act on their behalf with respect to the Master Contract and to approve project specific Work Orders:

The Navajo Nation
Patrick Dalgai, Department Manager
Name, title
928-871-6468
Phone
pat_dalgai@nnchid.org
Email address
P.O. Box 2389, Window Rock, AZ 86515
Mailing address

The Contractor
Tamarah Begay
Name, title
505-226-2566
Phone
tbegay@ids-a.com
Email address
8008 Pennsylvania Cir., Albuquerque, NM 87110
Mailing address

- 9.0 WORK ORDER REPRESENTATIVES.** In each Work Order, the Navajo Nation and Contractor shall identify a representative authorized to act on its behalf with respect to that Work Order. This may be the Authorized Representative named in the Master Contract. A Work Order Representative may not assume the responsibilities of the Master Contract Authorized Representatives.
- 10.0 NOTICE OF REPRESENTATIVE CHANGE.** Neither the Master Contract Authorized Representatives, nor Work Order Representatives as identified in Articles 8 and 9 above shall be changed without ten (10) days prior written notice to the other party.
- 11.0 MASTER CONTRACT NOTICE; MAILINGS.** Any notices or correspondence relating to this Master Contract sent by either Party to the other shall be mailed to the address shown on the signatory page of this Master Contract, shall include a copy sent to the Authorized Representative, shall be mailed via certified U.S. Postal Service mailing with return receipt requested, and shall be deemed issued or submitted to the receiving Party as of the date of such certified mailing.
- 12.0 PRIVATE CONTRACTOR.** The Contractor shall perform and conduct all activities under this Master Contract and any Work Orders as a private, independent contractor and shall not be considered an employee of the Navajo Nation or receive any benefits to which the Navajo Nation's employees are entitled.
- 13.0 THE PROJECT.** The term "Project" shall mean the services required under this Master Contract and any established Project Specific Work Order "Work Order".
- 14.0 PRIMARY WORK LOCATION.** In the performance of work or provision of services pursuant to this Master Contract, the Contractor is authorized to travel at Contractor's sole expense. The work to be performed and/or services to be provided shall be primarily within the Navajo Nation, in the states of Arizona, New Mexico, and Utah.
- 15.0 APPLICABLE CODES.** All work accomplished under this contract shall be in accordance with, but not limited to the following: Navajo Nation regulations and requirements; International Building Code; National Electric Code; Uniform Plumbing Code; OSHA; Sanitation Facilities Construction Technical Provisions; Bureau of Indian Affairs local standards and specifications; Federal Highway Administration standards; Urban Planning and Space Standards Regulations; Arizona, New Mexico, and Utah Building Codes; AASHTO Standard, Guides, and Specifications; BIA Manuals; U.S. Housing & Urban Development Regulations; and other applicable State or Federal Manuals, Standards, Guidelines and standard procedures as requested for each assigned project.
- 16.0 INSURANCE REQUIREMENTS.** As a condition precedent to this agreement, the Contractor shall maintain adequate professional and commercial liability insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (RMP) for the entire term of the Master Contract verified by a Certificate of Insurance prior to the execution of this Master Contract. The insurance coverage shall name the Navajo Nation as an additional insured and the Contractor shall notify the contracting program and the RMP within two days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit D – Insurance**, which is made part of the Master Contract. The failure to fully comply with this provision shall render this Master Contract null and void.
- 16.1 Per-occurrence basis.** All policies must be written on a "per-occurrence" basis, unless otherwise approved by the RMP.

- 16.2 Claims-made basis.** In the event that Contractor's liability insurance required by this Master Contract is written on a claims-made basis, the Contractor shall warrant that any retroactive date under the policy shall precede the effective date of this Contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning as of the date that performance under this Master Contract is completed.
- 16.3 Primary coverage basis.** For payment of any claims, Contractor's insurance coverage shall be on a primary, non-contributory basis with any other insurance coverages and/or self-insurance carried by the Navajo Nation or all other available sources.
- 16.4 Required language.** The Contractor's Commercial, Professional, and Umbrella Liability policy shall be endorsed to include the following language: "The Navajo Nation, its elected officials, employees, agents, and volunteers are named as an Additional Insured with respect to liability arising out of the activities performed by the Insured [the Contractor] pursuant to a Contract with the Navajo Nation." (ISO Forms CG 2010 and CG 20 37 "Additional Insured-Owners, Lessees or Contractors-Completed Operations, 2004 Editions or equivalent).
- 16.5 Waiver of subrogation.** All Contractor's policies shall contain a waiver of subrogation in favor of the Navajo Nation, its divisions, departments, offices, agencies, boards, commissions, committees, enterprises and its employees, officers, officials, and agents for losses arising from work performed or services provided by the Contractor pursuant to a Contract with the Navajo Nation.
- 16.6 Separation of Insureds.** The Contractor's policy shall include a "Separation of Insureds" clause (Cross Liability).
- 16.7 Insurer rating.** The Contractor's insurance policy shall be issued by a licensed or approved insurer with an "A.M. Best" rating of not less than A- VII. The Navajo Nation in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 16.8 Certificates of insurance.** The Contractor shall provide to the Navajo Nation certificates of insurance as required by this Master Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this Master Contract must be in effect upon, or prior to, commencement of performance under this Master Contract and shall remain in effect until such time as all of its obligations under this Master Contract or any subsequent modifications have been fully and satisfactorily completed. Insurance certificates shall be sent to the Navajo Nation Department of Risk Management, P.O. Box 1690, Window Rock, Arizona, 86515. The Contract Number and a description of the work performed or services provided thereunder shall be indicated on such certificates.
- 16.9 Subcontractors.** The Contractor's subcontractors, if any, shall be included as insureds under the Contractor's policy, and the Contractor shall provide to the Navajo Nation separate certificates and endorsements for each of its subcontractors holding separate policies. All coverages for subcontractors shall be subject to the minimum policy amounts shown herein.
- 16.10 Notification of change required.** The insurance policy required herein shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been given to the Navajo Nation. Such

notice shall be sent in accordance with Article 8 above.

- 16.11 Approval of modifications.** Any modification of the insurance requirements set forth herein shall be approved by the RMP, whose decision shall be final. Such modification shall not require a formal Contract modification, but may be approved by administrative action of the RMP. The Contractor may request, for itself or its subcontractors, that the insurance requirements shown herein be modified, provided that such request be delivered in writing to the RMP at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution or modification. The Contractor shall include with such request a justification for the modification with supporting documentation. Any modifications approved shall on a case-by-case basis and shall not affect the insurance requirements of other subcontractors for whom modifications have not been approved. Any deviations from the standard types and coverages set forth herein shall be approved by the RMP prior to the issuance of a Notice to Proceed.
- 16.12 Navajo Nation disclaimers.** The insurance requirements and coverages set forth herein are minimum requirements only and in no way limit the indemnity covenants contained in this Master Contract. The Navajo Nation in no way warrants that the minimum limits herein are sufficient to protect the Contractor or its' subcontractors from any liabilities that might arise from the work performed or services provided under this contract, and the Contractor and its subcontractors are free to purchase additional insurance. By requiring such minimum insurance, the Navajo Nation shall not be deemed to have assessed the risk that may be applicable to the Contractor under the Master Contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, it may maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Master Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- 16.13 No sovereign immunity waiver.** The Parties acknowledge and agree that the Navajo Nation is relying on, and does not waive or intend to waive by any provision of this Master Contract, the monetary limitations and other rights, immunities, and protections provided under 1 N.N.C. § 551 *et seq.*, as from time to time amended, or otherwise available to the Navajo Nation or its elected officials, employees, agents, and volunteers.
- 16.14 Mutual cooperation.** The Navajo Nation and Contractor shall cooperate in good faith in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.
- 16.15 Insurance documentation required.** The Navajo Nation's Authorized Representative must receive written documentation of all required insurance prior to the issuance of a Notice to Proceed for the Master Contract and any Projects. The Contractor shall not commence any work to be performed or services to be provided under this Master Contract unless and until such documentation has been submitted to the Navajo Nation. The Navajo Nation may terminate this Master Contract for breach if the Navajo Nation's Authorized Representative determines that the Contractor has failed to submit the required documentation in a timely manner and that the Navajo Nation is unable to issue a Notice to Proceed in a timely manner.

17.0 LICENSING AND REGISTRATION REQUIREMENTS.

- 17.1 State license required.** The Contractor shall hold a current and valid license from an appropriate State Licensing Board or Agency for the type of work to be performed under this Master Contract, which license is customarily maintained in the industry. Said License

must be maintained as active and current for the entire duration of performance under this Master Contract. The Contractor shall indicate its business name, business address, "Qualifying Party," and state license number in this Contract. Regardless of who the "Qualifying Party" is, the Contractor agrees to immediately notify the Navajo Nation if such license is suspended, revoked, expired, or otherwise not in effect.

17.2 Business registration required. The Contractor shall be registered to do business with the Navajo Nation as required. All documents regarding such registration shall be provided to the Navajo Nation prior to the execution of this Contract and must be active and valid for the effective duration of this Contract. The Contractor shall immediately notify the Navajo Nation's Authorized Representative if such registration is suspended, revoked, expired, or otherwise not in effect.

17.3 Documentation required. The Contractor shall submit written documentation of all required licenses and registrations to the Navajo Nation's Authorized Representative. The Navajo Nation may terminate this Contract for material breach if the Navajo Nation's Authorized Representative determines that the Contractor has failed to timely submit the required documentation.

17.4 Licensed subcontractors required. All subcontractors used by the Contractor in its performance under this Contract shall be duly registered and licensed to practice their professions in the Navajo Nation. Use of unregistered or unlicensed subcontractors shall constitute a material breach and the Navajo Nation may terminate this Master Contract.

18.0 COMPLIANCE WITH FEDERAL LAWS, REGULATION, AND EXECUTIVE ORDER.

18.1 For ARPA funded projects, Contractor will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives, which may include but shall not be limited to: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; Procurement Standards in 2 C.F.R. Part 200 Subpart D; and applicable legal requirements cited in 2 C.F.R. Part 200 Appendix II.

18.2 Contractor shall comply with all federal requirements in the ARPA; the Financial Assistance Agreement between Treasury and the Navajo Nation; the CSLFRF Final Rule and other Treasury guidance in the form of Frequently Asked Questions; and the CSLFRF Compliance and Reporting Guidance.

18.3 Publications. Any publications produced with ARPA funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number 21.027 awarded to the Navajo Nation by the U.S. Department of the Treasury."

18.4 Contractor agrees to assist and cooperate with the Navajo Nation and its designated representatives in the monitoring of the projects or projects to which this Contract relates, and to timely provide access to records and submit reports as may be requested by the Navajo Nation to facilitate the Navajo Nation's compliance with ARPA requirements.

18.5 Title VI of the Civil Rights Act of 1964. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or

national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement. (include real property language).

- 18.6 Increasing Seat Belt Use and Reducing Text Messaging.** The Contractor is encouraged to adopt and enforce a policy requiring on-the-job seat belt usage (Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)) and a policy banning texting while driving (Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)).
- 18.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. Contractor attests that it has certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Contractor further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 18.8 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333).** Under Section 3702 of the Contract Work Hours and Safety Standards Act, the Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Pursuant to 40 U.S.C. 3704 no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.9 Equal Opportunity Clause. During the performance of this contract, the Contractor agrees as follows:**
- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender

identity, or national origin.

- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

18.10 Whistleblower. In accordance with 41 U.S.C. § 4712, the Contractor shall provide protections

for whistleblowers. The Contractor shall not discharge, demote, or discriminate against an employee in reprisal for disclosing to the Contractor, the Navajo Nation, or relevant federal authorities, evidence of gross mismanagement or waste of funds under the Master Contract, an abuse of authority relating to the Master Contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation.

19.0 RESERVED.

20.0 HAZARDOUS MATERIALS. The Contractor is responsible for compliance with the Work Order Documents regarding hazardous materials or substances. If the Contractor encounters hazardous materials or substances not addressed in the Work Order Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop work on the Project in the affected area and notify the Navajo Nation's Authorized Representative of the condition. When the substance or material has been rendered harmless, work on the Project in the affected area shall resume upon written agreement of the Navajo Nation and the Contractor. By amendment, the Work Order Time shall be extended and the Work Order Sum adjusted appropriately.

21.0 WORK ORDERS.

- 21.1 No obligation to issue.** The Navajo Nation is under no obligation to issue Work Orders under this Contract, regardless of the expected number of projects.
- 21.2 Contractor may decline.** The Contractor may decline to accept a Work Order issued by the Navajo Nation.
- 21.3 Work Order detailed requirements.** The Contractor shall complete the Project as detailed in each agreed upon Work Order, using the attached **Exhibit E – Work Order Template**. The Work Order is a template and is subject to change based at the Nation's discretion. The Owner and Contractor responsibilities will be outlined in each Work Order based on the project scope. Once the Work Order scope and cost proposal are agreed to by both the Nation and Contractor, the Work Order may be approved by the Master Contract Authorized Representatives listed in Article 8.
- 21.4 Work Order Cost Proposal.** Upon receipt of a Work Order from the Nation, the Contractor shall provide a cost estimate for the described scope of work utilizing the agreed-to rates as incorporated as **Exhibit C – Cost Proposal**. The Navajo Nation may agree to different rates than those in Exhibit C in a Work Order if the Contractor can justify the new rates to the satisfaction of the Navajo Nation.
- 21.5 Notice.** Any notices or correspondence relating to this Master Contract sent by either Party to the other shall be delivered to the Work Order Representative via email and shall be deemed issued or submitted to the receiving Party as of the date of such sending.
- 21.6 Amendment to the Work Order.** Such changes to the work of a Work Order shall be authorized by a written Work Order Amendment signed by the Navajo Nation and the Contractor's Authorized Representative.
- 21.7 Work Order Schedule.** Work Order Schedule is the number of calendar days, including any authorized adjustments, allotted in the Work Order on a Project.

- 21.8 Contractor familiarity.** Execution of a Work Order by the Contractor is a representation that the Contractor has visited the work site, become familiar with local conditions under which the Project is to be performed and correlated personal observations with requirements of the Work Order Documents.
- 21.9 Contractor verification.** The Contractor shall carefully study and compare the Work Order and the Work Order Documents with each other and with information furnished by the Navajo Nation. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with this Contractor; and (3) promptly report errors, inconsistencies or omissions discovered to the Navajo Nation.
- 21.10 Contractor's construction schedule.** The Contractor, promptly, after execution of the agreed upon Work Order, shall prepare and submit for the Navajo Nation's information a Contractor's construction schedule for work on the Project.
- 21.11 Labor and materials.** Unless otherwise provided in the Work Order Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Project.
- 21.12 Contractor supervision.** The Contractor shall supervise and enforce the work of the Project and enforce strict discipline and good order among the Contractor's employees, subcontractors, and other persons carrying out the Contractor's work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and other facilities, and services necessary for proper execution of the Project.
- 21.13 Permits, Fees, and Notices.** The Contractor shall obtain and pay for the building permit, other permits, and other governmental fees, licenses, and inspections necessary for proper execution and completion of the Project.
- 21.14 Contractor compliance.** The Contractor shall comply with and give notices required by agencies having jurisdiction over a Project. If the Contractor performs work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such work and shall bear the attributable costs. The Contractor shall promptly notify the Navajo Nation in writing of any known inconsistencies in this Master Contract with such governmental laws, rules, and regulations.
- 21.15 Use of site.** The Contractor shall confine operation at the Project site to areas permitted by law, ordinance, permits, the Work Order, and the Navajo Nation.
- 21.16 Cutting and patching.** The Contractor shall be responsible for cutting, fitting, or patching required to complete the work on the Project or to make its parts fit together properly.
- 21.17 Cleaning up.** The Contractor shall keep the premises and surrounding areas for the Project free from accumulation of debris and trash related to the work. At the completion of the Project, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste material.

21.18 Navajo Nation's Supervision. In the performance of work on a Project or provision of services under a Work Order, the Contractor shall at all times be under the supervision and direction of the Navajo Nation's Work Order Representative.

22.0 AUTHORIZATION OF PAYMENTS; PROGRESS PAYMENTS

22.1 Payment approval required. No payment shall be authorized or remitted to the Contractor unless and until the Navajo Nation's Authorized Representative approves in writing in advance the work performed or services provided under this Master Contract and has given prior written approval of invoice(s), billing(s) submitted to the Navajo Nation. All invoices must be supported by adequate verification, documentation, and itemization of all required Project deliverables received by the Navajo Nation.

22.2 Subcontractor expenses. The Contractor shall be solely responsible for all consideration, compensation, taxes, fees, or any other expenses whatsoever, related to the Contractor's use of any subcontractors, agents, representatives, employees or Contractors in the performance of Contractor's obligation under this Master Contract.

22.3 Payment from Original Contract Amount. The Navajo Nation shall pay the Contractor from the funds of the Original Contract Amount as detailed in the Master Contract and within the Work Order. Payments based on each Work Order invoice shall be payments toward the Work Order Cost Proposal.

22.4 Work Order invoices. Invoices will be submitted specifically for each Work Order and shall cover a period of one (1) calendar month ending on the last day of the month, or as agreed upon in the Work Order.

22.5 Full and adequate consideration. The Navajo Nation shall make Progress Payments consistent with this Article. The Contractor hereby acknowledges and agrees that said progress payments constitute the full and adequate consideration for work satisfactorily performed, for all applicable taxes, licensing fees, registration fees, insurance or any other expenses necessary or convenient for the contractor to perform at that point under the Work Order.

23.0 COMPLETION; FINAL INSPECTION.

23.1 Defined as. Completion is the stage of a Project when the work is complete in accordance with its Work Order so that the Navajo Nation can conduct a Final Inspection of the Project.

23.2 Final Inspection Form. When a Project is Complete, the Navajo Nation will conduct a Final Inspection of the Project utilizing the Final Inspection Form. The Final Inspection form shall detail the date of inspection, the corresponding Work Order Number, a determination of whether the work on the Project was satisfactorily performed, and the signatures of the Work Order Representatives for the Parties. Warranties required by this Contract shall commence on the date of Final Inspection.

24.0 SUBMITTAL OF FINAL INVOICES AND WORK PRODUCT.

24.1 Final invoices and work product. Copies of all work product documents, reports, photographs, drawings, schematics, related correspondence, invoices, and other

information or documents regarding a Work Orders at its termination shall be provided to the Navajo Nation's Authorized Representative no later than thirty (30) calendar days following the Work Order's expiration or termination. Final invoice(s) shall be due no later than thirty (30) calendar days following the expiration or termination of a Work Order.

- 24.2 No payment due until liens cleared.** Final payment(s) shall not become due until the Contractor has delivered to the Navajo Nation release of all liens arising out of a Work Order or receipts in full covering all labor, materials, and equipment for which a lien could be filed. If such lien remains unsatisfied after payments are made, the Contractor shall refund the Navajo Nation all money it may be compelled to pay in discharging such lien, including costs and attorney's fees.
- 24.3 ARPA reporting.** All invoices for work on Work Orders funded all or in part by the American Rescue Plan Act ("ARPA") under this Master Contract shall be submitted to the Navajo Nation no later than thirty days (30) prior to expiration of the ARPA funding to ensure completion of all necessary processing, payment, and reporting by the Office of the Controller.
- 25.0 TIME IS OF THE ESSENCE.** The time stated within in this Master Contract and all Work Orders shall be of the essence. If the Contractor is delayed at any time in progress of the work on a Project by Changes ordered in the work or by labor disputes, fire, unusual delays in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Work Order Time shall be subject to equitable adjustment.
- 26.0 RIGHT TO SUSPEND OR TERMINATE.**
- 26.1 Generally.** The rights of the Parties to suspend or terminate this Master Contract are governed by this Master Contract. In addition, pursuant to 12 N.N.C. § 344 and § 350, the Navajo Nation shall have the right to terminate this Contract for convenience of the Navajo Nation.
- 26.2 Temporary Stoppage.** In addition, upon prior written notice to the Contractor of not less than thirty (30) calendar days, the Navajo Nation's Authorized Representative may unilaterally order a temporary stoppage of work. If the Contractor is not at fault for stoppage, any additional payment to the Contractor for such stoppage shall be in accordance with Article 33 below.
- 26.3 Right to carry out the work.** If the Contractor defaults or neglects to carry out the Project in accordance with the Work Order and this Master Contract and fails within a fourteen (14) day period after receipt of written notice from the Navajo Nation to commence and continue correction of such default or neglect with diligence or promptness, the Navajo Nation may, without prejudice to other remedies, correct such deficiencies. In such case, the Work Order Sum and Original Contract Amount shall be adjusted to deduct the cost of correction from payments due to the Contractor.
- 26.4 Non-compliance or violation of laws.** The Navajo Nation may terminate this Master Contract for Breach if the Navajo Nation's Authorized Representative determines in writing that the Contractor or any of its' subcontractors has violated any applicable law or regulation in the procurement or performance of this Master Contract.

- 26.5 Falsification, lack of documentation.** The Navajo Nation may terminate this Master Contract for Breach if:
- (a) any statement or documentation regarding any licensing, business registration, insurance coverage, or debts owed, is determined to be false; or
 - (b) the Contractor has failed to submit in a timely manner any requested documentation pertaining to any licensing, business registration, insurance coverage, or debts owed, and the Navajo Nation's Authorized Representative determines that the Navajo Nation is unable to issue a Notice to Proceed, or to otherwise proceed with Work Orders under the Master Contract, in a timely manner.
- 26.6 Financial responsibility, solvency.** The Navajo Nation may terminate this Contract for Breach if:
- (a) the Contractor becomes insolvent or its insolvency is imminent, or the Contractor files for bankruptcy under any chapter of federal law;
 - (b) the provider of the Contractor's insurance is not solvent or its insolvency is imminent; or
 - (c) the Navajo Nation receives notice that the Contractor has failed to pay its subcontractors, employees, suppliers or other ancillary firm(s) for any work pursuant to this Master Contract.
- 26.7 Debarment and suspension.** The Navajo Nation may terminate this Master Contract if it or any of its political subdivisions, enterprises, or other related entities, or if any federal or state governmental entity, has for any reason debarred or suspended the Contractor or any of its subcontractors. Such debarment or suspension shall be considered effective notwithstanding any appeal, and shall be effective unless and until conclusively resolved in favor of the Contractor or subcontractor.
- 27.0 RIGHT TO PERFORM CONSTRUCTION AND AWARD SEPARATE CONTRACTS.** The Navajo Nation reserves the right to perform construction or operations related to the Works Orders with the Navajo Nation's own forces, and to award separate contracts in connection with other portions of any Work Orders.
- 27.1 Coordination with Navajo Nation Forces.** The Contractor shall coordinate and cooperate with the Navajo Nation's forces and separate contractors employed or hired by the Navajo Nation.
- 27.2 Responsibilities for Costs.** Costs caused by delays or by improperly timed activities or defective construction shall be the responsibility of the causing party.
- 28.0 NO THIRD-PARTY BENEFICIARIES.** Notwithstanding any provision of Navajo Nation law, codified or uncodified, or any Navajo Nation common or fundamental law, no provision of this Contract shall be construed as conferring any rights to, and may not be invoked by or for the benefit of, any other person or entity that is not one of the signatory Parties hereto.

- 29.0 ASSIGNMENT RESTRICTED.** The Contractor shall not in any manner whatsoever assign, convey, transfer, or sublet any rights to this Master Contract or any interest therein including any amendments or modifications thereto, any work product resulting from the work performed or services provided under this Master Contract including any amendments or modifications thereto, or any monetary claims against the Navajo Nation relating to this Master Contract or any amendments or modifications thereto, without the prior written consent of the Navajo Nation. Any attempted assignment without such prior consent shall be void; said consent may be granted, granted upon conditions, or withheld, at the Navajo Nation's sole discretion.
- 30.0 PARTNERS, SUCCESSORS, SUBCONTRACTORS.** All provisions, conditions and covenants contained in the Master Contract shall extend to and be binding upon each of the Contractor's owners, partners, team members, successors, heirs, assigns, executors, administrators, employees, officials and agents, including all of the Contractor's subcontractors, and the Contractor expressly agrees that the term "Contractor" whenever used herein, or in any other Master Contract document, shall be deemed to include all such owners, partners, team members, successors, heirs, assigns, executors, administrators, employees, designees, Contractors, officials, agents, and subcontractors.
- 31.0 RIGHT TO ASSURANCE.** If at any time prior to the completion of services, the Navajo Nation has reason to believe that the Contractor does not intend to or is unable to complete the contracted services, the Navajo Nation may demand in writing that the Contractor submit written assurance of intent to complete performance. Failure to provide such assurance within fourteen (14) calendar days shall be deemed as a response that the Contractor will not complete services, which will allow the Navajo Nation to terminate this Contract.
- 32.0 INDEMNIFICATION.** The Contractor agrees to hold harmless and indemnify the Navajo Nation and its divisions, departments, offices, agencies, boards, commissions, committees, enterprises, employees, officers, officials, and agents against any and all losses, costs, damages, claims, expenses, attorney's fees, or other liabilities whatsoever, for any injury, illness, disease or death to persons and for any damage to Navajo Nation property arising from the negligent acts or omissions by the Contractor, regardless of whether any liability is caused in part by an indemnified party.
- 33.0 MODIFICATIONS.**
- 33.1 Written modification required.** Any revisions, amendments, addendums, alterations, modifications, increases in payment over and above the Original Contract Amount, or changes whatsoever to any provision of the Master Contract shall be made only by a duly approved written agreement, deemed a modification signed by the signatories of the Master Contract or their authorized designee.
- 33.2 Prior approval required.** The Navajo Nation's Authorized Representative shall determine that the modification is reasonably related to the Scope of the Master Contract; all modifications must be approved in writing by the Navajo Nation's Authorized Representative prior to consideration and execution by the Navajo Nation signatory.
- 34.0 DEBARMENT AND SUSPENSION.**
- 34.1 Navajo Nation Business and Procurement Act.** Contractor 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. Contractor 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.

34.2 Navajo Nation Debarment. Contractor attests that to the best of its knowledge that the Contractor, either in its present form or in any other identifiable capacity, has not, in accordance with 12 N.N.C. § 366:

- (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; and
- (d) Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the Purchase Description 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.

This certification is a material representation of fact relied upon by the Navajo Nation. The Navajo Nation may terminate this Master Contract if it or any of its political subdivisions, has for any reason debarred or suspended the Contractor. Such debarment or suspension shall be considered effective notwithstanding any appeal, and shall be effective unless and until conclusively resolved in favor of the Contractor or subcontractor.

34.3 Federal Government Debarment. Contractor attests that it is not listed on the federal government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of any contract.

35.0 PROTECTION OF PERSONS AND PROPERTY. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law, in connection with performance of any work under this Master Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on a Project, the work and materials and equipment to be incorporated therein, and other property at the site. The Contractor shall promptly

remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts Contractor may be liable.

- 36.0 REQUESTS FOR INFORMATION.** When requested by the Navajo Nation, the Contractor shall submit proper verification of invoices, reports, documents or any other information related to this Master Contract and any Work Order within fourteen (14) calendar days of the date of the request.
- 37.0 DEBTS OWED; RIGHT TO OFFSET.** The Contractor acknowledges that pursuant to the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.*, the Contractor, in its present form or in any other identifiable capacity as an individual, business, corporation, partnership, or other entity, is eligible to do business with the "Navajo Nation" as defined in 12 N.N.C. §1503(A), except when the Contractor is the "Navajo Nation" as defined within the Act.
- 38.0 RECORDS; AUDITS.** The Contractor shall keep and maintain books, records, documents or other materials related to performance under this Master Contract for a period of five (5) calendar years from the date of issuance of final payment under this Master Contract. Upon issuance of a Notice of Audit to the Contractor, the Navajo Nation may audit such documents and records any time during the effective period of this Contract, up to the five (5) calendar year period following final payment. In the event of a Notice of Audit, the Contractor shall keep and maintain such documents and records for one (1) year after all issues arising out of the audit are finally resolved, including through any related litigation, or until the end of the records retention period, whichever is later. The Contractor agrees to have an authorized individual execute and have notarized a release authorizing the Navajo Nation to release the Contractor's ledgers, books, records, documents or other materials related to performance under this Master Contract, as such information may be required by a governmental agency under an agreement with the Navajo Nation for purposes of an audit by such agency of such documents and records. The Contractor agrees that said executed release shall constitute permission for disclosure of information pursuant to 2 N.N.C. § 85 (A)(5)(d) and 2 N.N.C. § 86(C).
- 39.0 NAVAJO NATION OWNERSHIP OF WORK PRODUCT.** All intangible and intellectual property or work product that is produced by the Contractor or any of its subcontractors, which work product is embodied in any tangible medium such as notes, plans, or drawings, including the overall form as well as the arrangement and composition of spaces and elements in the medium, and is produced for purposes of fulfilling any duties under this Master Contract, shall be and remain the property of the Navajo Nation at all times, whether or not such product is completed or certified, and may be used by the Navajo Nation, except as follows:
- 39.1 Limited disclosure.** Said property shall not be distributed or disclosed to any party other than the Navajo Nation or its divisions, departments, offices, agencies, boards, commissions, committees, enterprises, employees, officers, officials, and agents, except (1) upon prior written consent of the Contractor; or (2) pursuant to a duly authorized and executed contract between the Navajo Nation and any other tribal, county, state or federal agency; or (3) pursuant to any applicable law requiring disclosure.
- 39.2 Right of reuse.** The Contractor acknowledges and agrees that the Navajo Nation may use said property, or any portion thereof, in connection with a Project that is the subject of this Contract, for purposes of completion, modification, restoration, or renovation of such Project, at the sole discretion of the Navajo Nation. The Contractor agrees that such reuse shall be without any consideration, compensation or consent of Contractor, and Contractor expressly waives any claims with respect to such reuse.

40.0 CONFLICTS OF INTEREST.

- 40.1 Each Party warrants that there was no improper influence involved in the granting of the Master Contract to the Contractor, and each Party further warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Master Contract. Each Party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending the Master Contract.
- 40.2 The officials and employees of the Parties shall not have any personal economic interest or special interest, direct or indirect, which gives rise to a conflict of interest or would otherwise violate the Navajo Nation Ethics in Government Law, 2 N.N.C. §§3741 *et. seq.*, with respect to this Agreement. The Contractor shall disclose in writing to the Navajo Nation any potential conflict of interest, as defined in the Ethics in Government Law. The Navajo Nation will review all disclosed potential conflicts of interest and may terminate this Agreement according to Article 26 of the Master Contract.
- 40.3 The Contractor understands and agrees it will maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such policy is applicable to each activity funded under the Master Contract. The Contractor shall disclose in writing to the Navajo Nation any potential conflict of interest affecting the Master Contract in accordance with 2 C.F.R. § 200.112. The Contractor will establish safeguards to prohibit its officers, agents, employees, and members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, self-dealing, or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Contractor will operate with complete independence and objectivity without potential, actual, or apparent conflict of interest with respect to its performance under this Agreement.

41.0 WARRANTY.

- 41.1 **Materials and Labor.** The Contractor warrants to the Navajo Nation that all labor, workmanship, materials, equipment, and furnishings used in, or incorporated into, a Project will be of good quality, new, that the work will be free from defects in design, materials, and workmanship, and that all work will conform with the requirements of the Work Order Documents. If required by the Navajo Nation's Authorized Representative, the Contractor shall furnish satisfactory evidence of compliance with this warranty. The type, quality and quantum of such evidence, and whether such evidence is satisfactory, shall be within the sole discretion of the Navajo Nation's Authorized Representative. Any portion of a Project not conforming to these requirements, including substitutions not properly approved and authorized by the Navajo Nation, and including non-conformance relating to any materials, equipment, furnishings, labor, installation, or workmanship, may be considered defective.
- 41.2 **One-year warranty; repair or replacement.** The Contractor agrees to repair, replace, re-perform, or pay the Navajo Nation the reasonable cost of such repair, replacement, or re-performance any portion of work on a Project that the Navajo Nation deems in its sole discretion to be defective, so long as the Navajo Nation submits to the Contractor a written notice of any defect within one (1) calendar year following the completion of Final Inspection for a Project by the Navajo Nation's Work Order Representative. The choice among repair, replacement, re-performance, or payment shall be the Contractor's. Any steps taken by the Contractor to correct defects shall not act to extend the term of this warranty. All repairs, replacement, or re-performance by the Contractor shall be at no

charge to the Navajo Nation and shall be performed within sixty (60) calendar days of the Contractor's receipt of notification of the defect, which period shall be extended for delays outside the Contractor's control.

- 41.3 Effective as of date of inspection.** The Contractor agrees that the warranty as detailed in Article 41.1 above shall be effective as of the date of completion of the Final Inspection Form and run for one (1) calendar year from such date.
- 41.4 Access to the Project.** The Navajo Nation must provide access to the Contractor during its normal business hours, Monday through Friday, 8 a.m. to 5 p.m., to inspect the defect reported and, if necessary, to take corrective action.
- 41.5 No liens.** The Contractor guarantees that, as of the conclusion of this Master Contract, all work will be free of liens, claims and security interests of any third parties.
- 42.0 FALSE STATEMENTS BY CONTRACTOR.** Contractor makes all the statements, representations, warranties, guarantees, certifications, and affirmations contained herein. If any of the statements, representations, warranties, guarantees, certifications, and affirmations are false or if the Contractor in any other way executes the Master Contract including false statements, or it is subsequently determined that the Contractor has violated any of the statements, representations, warranties, guarantees, certifications, or affirmations included in the Master Contract, the Navajo Nation may consider such an act a default and may terminate or void the Master Contract for cause and pursue other remedies available to the under the Master Contract and all applicable laws.
- 43.0 GOVERNING LAW; COMPLIANCE WITH NAVAJO NATION LAWS.**
- 43.1 Navajo Nation law governs.** This Master Contract shall be governed by the laws of the Navajo Nation.
- 43.2 Navajo preference in hiring.** In the hiring of any employees (under an employer-employee relationship) who will perform under this Master Contract, the Contractor shall comply with all provisions of the Navajo Preference in Employment Act, at 15 N.N.C. §601 *et seq.*
- 43.3 Navajo preference in subcontracting.** The Contractor expressly acknowledges and agrees that it is deemed a "Prime Contractor" under 5 N.N.C. §202(K), and as such must comply with all applicable provisions of the Navajo Business Opportunity Act, at 5 N.N.C. §201 *et seq.*, and with all rules and regulations promulgated thereto.
- 43.4 Other laws.** The Contractor shall comply with all other Navajo Nation laws and regulations and of the United States now in force and effect or as hereafter may come into force and effect that pertain to the work to be performed or services to be provided under this Contract.
- 44.0 NAVAJO NATION JURISDICTION.** By voluntarily entering into and executing this Master Contract, the Contractor expressly consents to the full territorial, administrative, legislative, executive, and judicial jurisdiction of the Navajo Nation, including but not limited to, the jurisdiction to regulate, adjudicate disputes, and to levy fines or enter judgments for injunctive relief and/or compensatory and punitive damages, in connection with all activities conducted by the Contractor within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation. The Contractor hereby acknowledges and agrees that this

Master Contract constitutes a voluntary consensual relationship between the Contractor and the government of the Navajo Nation.

- 45.0 SOVEREIGN IMMUNITY.** Nothing in this Master Contract shall be considered a waiver, express or implied, of the sovereign immunity of the Navajo Nation, except to the limited extent provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. § 551 *et seq.*
- 46.0 DISPUTE RESOLUTION.** Any claim, dispute, or other matter in question arising out of or relating to this Master Contract shall be resolved by the negotiation and arbitration procedures set forth as follows:
- 46.1 Negotiation.** The Parties shall endeavor to resolve claims or disputes between them by informal good faith negotiation, which negotiation period shall not exceed thirty (30) calendar days, commencing as of the receipt by either Party of the other Party's written "Notice to Invoke Dispute Resolution Procedures."
- 46.2 Arbitration.** If the negotiation provided for in Article 46.1 above does not result in resolution of the Parties' dispute within thirty (30) calendar days of commencement of negotiation, then, unless the Parties agree in writing to extend the time for negotiation, either Party may invoke arbitration by sending Notice of Intent to Commence Arbitration. Any Arbitration invoked against the Navajo Nation shall be in accordance with the procedures referenced in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. § 554(J) and § 554(K), and as set forth in the Navajo Nation Arbitration Act, as amended, at 7 N.N.C. § 1101 *et seq.* Any procedure not expressly provided for under Navajo Nation law may be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent that any rules are modified by the following:
- (a) unless otherwise agreed to in writing by the Parties, all arbitration procedures shall be held in Window Rock, Arizona;
 - (b) the arbitration shall be conducted by a single arbitrator selected by the Navajo Nation, unless one of the Parties' claims exceeds \$1,000,000.00, exclusive of interest, costs, and fees; in such case the arbitration shall be conducted by a panel consisting of three (3) arbitrators, one of which shall be chosen by each Party, with the two arbitrators choosing the third; at least one arbitrator shall possess at least ten (10) years of experience in Indian Law;
 - (c) if the Contractor seeks to enforce an arbitration award against the Navajo Nation, a notice of intent to invoke arbitration shall be filed in strict compliance with the notice requirements of the Navajo Sovereign Immunity Act, at 1 N.N.C. § 555;
 - (d) whether as a result of an arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, any award against the Navajo Nation shall be in strict conformance with the provisions of 1 N.N.C. § 554(K)(1)-(6);
 - (e) whether in the context of an arbitration provided for herein or any judicial action to enforce an arbitration award resulting from arbitration, Navajo Nation laws and regulations shall exclusively govern the interpretation of this Master Contract, the arbitration provisions herein, the arbitration procedures conducted pursuant

thereto, and the application of all provisions of the Master Contract to the Contractor;

(f) pursuant to 1 N.N.C. § 554(K) and 7 N.N.C. § 1102, the appropriate Navajo Nation district court shall have exclusive jurisdiction to compel the Navajo Nation's participation in an arbitration, and shall have exclusive jurisdiction to enforce, modify, or vacate an arbitration award resulting from such arbitration; the Contractor understands and agrees that domestication of an arbitration judgment against the Navajo Nation in any other court will violate the Navajo Nation Sovereign Immunity Act such that the Navajo Nation will be able to assert the defense of sovereign immunity in any other foreign (federal, state, tribal) court; and

(g) neither Party can be awarded any attorney's fees and costs.

46.3 Exclusive remedy. The negotiation and arbitration provisions provided above shall constitute the sole and exclusive remedy to any dispute or controversy arising from this Master Contract. This dispute resolution agreement shall be a complete defense to any suit, claim, action, or proceeding in any federal, state, or tribal judicial or administrative tribunal; and

46.4 Post-termination; post-expiration. Regarding any dispute arising from this Master Contract, the dispute resolution procedures set forth above shall survive the termination or expiration of this Master Contract.

46.5 Challenges limited. By entering into this Master Contract, the Contractor expressly covenants and agrees that it shall not contest or challenge the territorial, administrative, legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian tribal Nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the public's general health and welfare) over all lands, persons, activities, transactions, or occurrences within its territorial boundaries, or on any other basis not generally applicable in a similar challenge to the jurisdiction of a state government.

47. SEVERABILITY. If any provision of this Master Contract is determined, by a court of competent jurisdiction or arbitration decision, to be invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this Master Contract shall nevertheless remain in full force and effect.

DEPARTMENT OF JUSTICE APPROVAL. Pursuant to 1 N.N.C. § 554(J)(2) and (K)(2), Navajo Nation Department of Justice approval is required for all agreements that include a limited waiver of sovereign immunity to compel or enforce arbitration under the Navajo Nation Arbitration Act, as amended, 7 N.N.C. § 1101 *et seq.*



Navajo Nation Department of Justice



Date

SIGNATURES OF THE CONTRACT

IN WITNESS WHEREOF, the Parties have executed this Contract by affixing the below signatures:

For the Contractor:

Tamarah Begay
Tamarah Begay, CEO/President
Indigenous Design Studio + Architecture
8008 Pennsylvania Circle NE
Albuquerque, NM 87110

07/29/2024
Date

For the Navajo Nation:

Buu Nygren, President
Office of the President and Vice-President
Post Office Box 9000
Window Rock, Arizona 86515

AUG 30 2024
Date

EXHIBIT A

**DCD - CHIO IDIQ HOUSING
MASTER CONTRACT
MODULAR SCOPE OF WORK**

Provide comprehensive, full-service professional On-call Design/Build, Purchase & Delivery of Modular Homes throughout the Navajo Nation in Arizona, New Mexico and Utah. A Modular build Contractor will be expected to construct new homes ranging from 1-3 bedrooms/1-2 bathrooms, including delivery, site preparation for foundation installation and other necessary amenities.

This scope of work is not intended to be comprehensive. The Nation is to issue project specific work orders for homes on a case-by-case basis for funding that may include **ARPA, BIA, HUD**, and Navajo Nation funding and shall include project specific details.

1. Design Modular

- a. Design all floor plans to meet ADA compliance (bathroom, doorways)
- b. Design plans to enhance insulation for energy efficiency (upgraded specifications)
- c. Floor Plans need to meet the following floor plan square footage minimum/maximum as outlined below (deviations may occur from these sizes on a case-by-case basis):
 - a. 1 Bedroom Unit: 320 SF
 - b. 2 Bedroom Unit: 640 SF
 - c. 3 Bedroom Unit: 1280 SF
- d. Deliverables
 - a. Schematic Floor Layout
 - b. Architectural Plans
 - c. Electrical Plans
 - d. Mechanical Plans
 - e. Plumbing Plans
 - f. Foundation / Set Plans
 - g. Interior/ Exterior Finishes
 - h. Roof Trusses
- e. It is the objective of the Nation to have each Contractor provide a design with a standard layout that will be used for all units delivered/built by the Contractor. Ownership of the drawings will be assigned to the Nation.

2. Build -Modular

- a. Contractor will build/fabricate Modular homes to the specifications listed in above.
- b. Homes to be built on Contractor's or associated partner's manufacturing facility.
- c. Contractor to allow the Navajo Nation to conduct onsite monthly inspections.

3. Surveying/ Site Staking

The Nation will be responsible for site staking for the delivery/construction of any unit, regardless of construction medium. During the course of the project, if any site staking is removed/destroyed, it is the responsibility of the Contractor to notify the Nation.

4. Utilities

All units, regardless of construction medium, will require the Contractor to stub out the water, wastewater, electricity, and gas to 5' within the residential unit.

DCD and other 3rd parties will be responsible for the coordination, cost, and connection of all final utilities to the unit(s).

5. Foundation

Modular - Foundations will be determined on a case-by-case basis by the Geotech report recommendations. Any cut/fill/excavation work will be the responsibility of the Contractor.

6. Delivery and Set-Up

The contractor is responsible for all delivery fees and permits associated with the transportation of any modular units to the homesite identified by the individual work orders. The contractor is responsible for completing any assessments necessary for determining what clearances, equipment, and special conditions need to be considered when delivering a unit to the homesite.

7. Mobilization/ Site Yards

The Contractor is responsible for any mobilization and yard requirements necessary for the storage of equipment/material. The Nation will not be responsible for any damage or theft for material, equipment, and construction of the units/homes.

8. Design Criteria/Specifications (Modular)

The design and construction of all modular housing units shall be in compliance with the U.S. Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standards. (24 CFR Part 3280) and current International Building Codes (IBC). Work Order specific design specifications may apply and will be provided on a case-by-case basis.

The following minimum requirements apply:

- 2x6 floor joist
- 3/4 - inch subfloor sheathing
- Minimum R-30 Floor Insulation Value
- 2x6 exterior walls
- Minimum R-20 cavity insulation or R-13 cavity insulation plus R-5 continuous insulation

- Masonite siding
- 2x4 interior walls
- 1/2-inch sheetrock
- 2x4 roof rafters
- Insulation type needed to meet minimum R-Values, typical insulation includes mix of batt and rigid insulation
- 1/2 - inch OSB roof decking
- Typical Roof Assembly is TPO Roof System
- Double-pane windows
- Prefabricated steel framing

9. Submittals

The contractor shall be responsible for providing submittals throughout the project for the owner's approval. The Contractor is responsible for providing the Nation with a list of expected project submittals that will need to be reviewed prior to the delivery of any unit/home.

10. Schedule

The contractor shall be responsible for submitting a fabrication and delivery schedule for each work order assigned that will include major milestones, submittal reviews, and other information necessary for the Nation to properly plan, coordinate, and communicate with all vested parties.

EXHIBIT B

IDIQ HOUSING WORK ORDER FORM

MODULAR HOUSING OPTION (DRAFT ONLY)

CHAPTER AND PROJECT NAME	(Insert Chapter)		
PROJECT DESCRIPTION	Delivery of __ Units		
CONTRACT NO.	CO _____	WORK ORDER NO.	No. _
REQUESTING DEPARTMENT	CHID – HIP	DATE OF REQUEST	
PROJECT MANAGER		CONTRACTOR	
NUMBER OF UNIT(S)			

CONTRACTOR IS REQUESTED TO PROVIDE A COST PROPOSAL FOR THE FOLLOWING SCOPE OF WORK

NAME OF RECIPIENT	Site No. 1: Site No. 2: Site No. 3: Site No. 4: Site No. 5: Site No. 6:
	**Fill out for all applicants per Chapter
BEDROOMS, BATHROOMS, AND SQUARE FOOT REQUIREMENTS (Insert Minimum / Maximum Square Footage)	All Units will require: <ul style="list-style-type: none"> 2 Bedrooms – 1 Bathroom. Bathrooms ADA complaint accessories. Propane Appliances (Stove, HVAC) Refrigerator
SCOPE AND DESCRIPTION	
LOCATION SPECIFICS (MAPS AND COORDINATES ATTACHED FOR REFERENCE)	See Attached Maps for EACH Site.

SITE SPECIFIC INFORMATION (GEOTECH, ARCH/BIO, HOMESITE LEASE, ETC.)	All sites require homesite leases. CHID has HSL's on record.
SITE PREPARATION SPECIFICS	Outline any site-specific considerations per location. May be different per site.
DESIGN SPECIFICATIONS AND OTHER PROVISIONS	
WATER UTILITY REQUIREMENTS / ASSIGNMENTS	Outline any site-specific details for water connection.
WASTEWATER UTILITY REQUIREMENTS / ASSIGNMENTS	Outline any site-specific details for wastewater connection.
ELECTRIC UTILITY REQUIREMENTS / ASSIGNMENTS	Outline any site-specific details for electric connection.
GAS UTILITY REQUIREMENTS / ASSIGNMENTS	Outline any site-specific details for gas connection. Is every unit being facilitated with propane or natural gas appliance?
BID ALLOWANCE OPTION NO. 1 (AS APPLICABLE)	

**BID ALLOWANCE
OPTION NO. 2 (AS
APPLICABLE)**

**DELIVERY
REQUIREMENTS**

**WARRANTY
REQUIREMENTS**

WORK ORDER SCHEDULE

ISSUANCE OF WORK ORDER

MANDATORY SITE VISITS

**DEADLINE TO SUBMIT
QUESTIONS**

**DEADLINE FOR
ADDENDUM/CLARIFICATION**

**DEADLINE FOR COST
PROPOSAL**

PROJECT SCHEDULE

**DESIGN / LAYOUTS
SUBMITTAL**

UNIT DELIVERY

**SUBSTANTIAL
COMPLETION**

**FINAL COMPLETION
WITH UTILITIES**

EXHIBIT C

IDIQ ARPA HOUSING WORK ORDER COST PROPOSAL FORM MODULAR HOUSING OPTION (DRAFT ONLY)

Work Order No. 1: 5 x 2 Bedroom Units – (Insert Chapter) (Inset Delegate)

Item No.	Description	Unit Cost (Lump Sum)	Unit Quantity	Total Cost for Units
1	2 Bedroom – 1 Bathroom Units Minimum 800 sf – Maximum 900 ft Required by Contractor: Insert Designed Square Footage Proposed for Units (Include Standard Drawing): _____		5	\$
<p>*Unit cost shall include quality control testing, block and level of home, windstorm protection, complete interior finish, exterior finish, and stub-out of utilities to within 10' from the unit.</p> <p>*Delivery cost shall include delivery to the site location within the Chapter Boundary area. This will be a fixed delivery cost based on Chapter location.</p>				
2	Alternative Bid No. 1: ADA Site Improvements – One ADA Compliant Ramp and Stairs for (Front Door) and Backdoor Stairs		5	\$
3	Alternative Bid No. 2: Foundation: Determined on a case-by-case basis by the Geotech report recommendations. Any cut/fill/excavation work will be the responsibility of the Contractor.		5	

4	Alternative Bid No. 3: Gutter Front / Back (Long Sides of Units)	5	\$
5	Bid Allowance No. 1 (As Applicable) - Grubbing, Grading, and Drainage Site Improvements.	1	\$50,000
	Subtotal With Allowances		\$
	Navajo Nation Taxes @ 6%		\$
	Total With NN Taxes		\$

EXHIBIT D



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáadi Nitsáhákees

MEMORANDUM

TO : Patrick Dalgai, Department Manager II
Community Housing and Infrastructure Department
Division of Community Development

FROM : *SJD*
Shawnevan Dale, Executive Director
Division of General Services – Risk Management

DATE : June 28, 2024

SUBJECT: **MINIMUM INSURANCE RECOMMENDATION – DCD/CHID IDIQ Housing**
(Indigenous Design Studio & Architecture LLC.).

Our office received the above-referenced document for review. The review focused primarily on the Certificate of Insurance & *Scope of Work*. After further review, the Risk Management Program has the following comment:

1. The Navajo Nation should require the following minimum insurance requirements:
 - a. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
 - b. Auto Liability minimum limit of \$1,000,000 per accident and should include non-owned autos;
 - c. Workers' Compensation coverage with statutory benefits and employer liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - d. Pollution Liability Coverage with a minimum limit of \$1,000,000 per occurrence.
 - e. *The Navajo Nation shall be named as additional insured for general liability, and auto liability coverages only.*
2. Additionally, the Navajo Nation should require the contractor to carry Professional Liability with limits no less than \$1,000,000 per claim, \$2,000,000 aggregate. This coverage should be on a claims-made basis and the retro date should be no later than the start date of the project/agreement.
3. All coverages should include a waiver of subrogation. All coverages should be primary and the Navajo Nation's coverage non-contributory.
4. The Contractor *has* met the insurance minimums as reviewed by the Risk Management Program.

If you have any questions, please feel free to contact the Risk Management Program at 871-6335. Please report any changes back to Risk Management for review.

Xc: rmp-file
DGS

POLICY NUMBER: ATN2325953

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



ZENNLLC-01

AMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2023

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 LeBaron & Carroll LLC 1350 E Southern Avenue Mesa, AZ 85204		CONTACT Tracy Miller NAME: PHONE (A/C, No, Ext): (480) 464-3406 FAX (A/C, No): (480) 844-9866 EMAIL ADDRESS: tracy@lebaroncarroll.com	
INSURED ZenniHome LLC PO Box 1895 Page, AZ 86040		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United Specialty Insurance Company	NAIC # 12537
		INSURER B: Selective Insurance Co of Southeast	39926
		INSURER C: Copperpoint Indemnity Insurance Co	13928
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSD	SUBR VVD	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		ATN2325953	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> 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 <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			S2501656	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1023072	12/20/2022	12/20/2023	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Emergency Operating Agreement # E-TC-22-0014; Navajo Lease at 500 N Desert Bloom in Page, AZ 86040
 THE NAVAJO NATION is included as additional insured with respect to General Liability when required by written contract per attached forms.

CERTIFICATE HOLDER THE NAVAJO NATION Division of Economic Development Post Office Box 863 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2023

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 INSURICA Southwest Insurance Services LLC 4686 E. Van Buren St., #310 Phoenix AZ 85008	CONTACT NAME: Certificates PHONE: (AG No. Ext): 802-273-1625 FAX: (AG No.): 802-273-0212 E-MAIL: ADDRESS: certis@INSURICA.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B: Imperium Insurance Company</td> <td>35408</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Selective Insurance Company of America</td> <td>12572</td> </tr> <tr> <td>INSURER E: Pacific Insurance Company, Limited</td> <td>10046</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: Imperium Insurance Company	35408	INSURER C: Continental Insurance Company	35289	INSURER D: Selective Insurance Company of America	12572	INSURER E: Pacific Insurance Company, Limited	10046	INSURER F:
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INSURER D: Selective Insurance Company of America	12572													
INSURER E: Pacific Insurance Company, Limited	10046													
INSURER F:														
INSURED Willmeng Construction, Inc. 1702 E. Highland Ave., Suite 450 Phoenix AZ 85016	WILLCONWCC													

COVERAGES **CERTIFICATE NUMBER: 20368109** **REVISION NUMBER:**

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 (NSD) (W/O)	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 <input checked="" type="checkbox"/> \$10k per occ Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	MWZY31368723	5/31/2023	5/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP 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	Y	Y	MWYB31368823	5/31/2023	5/31/2024	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		ARUICCX000005701	5/31/2023	5/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MWC31368823	5/31/2023	5/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
CDE	Excess over Primary Excess Baker Reporting Builders Risk Pollution/Professional Liability	Y	Y	G71817052004 250833400 13CPGD7803	5/31/2023 5/31/2023 5/31/2023	5/31/2024 5/31/2024 5/31/2024	Exc: Ea Occ/Agg BR Limits Prof/Pol Limits \$10M / \$16M **\$70,000,000 **SEE BELOW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Sublimits - Ded: \$25,000 / Site Work/Infrastructure Work - Ded \$5,000; Ded: Water Damage \$25,000 for projects under \$25M; \$50,000 for projects over \$25M / Transit and Temp Location - Limit: \$1,000,000 / Wood/Frame Construction - Limit: \$7,000,000 / Joisted Masonry - Limit: \$60,000,000 / Non-Combustible - Limit: \$70,000,000 / Masonry Non-Combustible, Modified Fire Resistant/Fire Resistant - Limit: \$70,000,000 / Tenant Improvements - Limit \$2,000,000 // Site Work - Limit/Ded: \$40,000,000/\$25,000 // Earthquake - Limit/Ded: \$10,000,000/\$100,000; Flood - Limit/Ded: \$2,500,000/\$25,000. **Failure by the Insured to report Builders Risk on a monthly basis VOIDS coverage** // *Pollution/Professional Liability - Retro Date 5/19/2013, Deductible \$25,000; Pollution, Each Condition/Aggregate: \$5,000,000/\$5,000,000 / Professional, Claims Made/Aggregate: \$5,000,000/\$5,000,000. Certificate Holder is defined as additional insured with respects to the general, auto, excess and pollution liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. General, Auto, Excess and Pollution Liability coverage is primary and non-contributory. A Waiver of subrogation in favor of Certificate Holder applies to See Attached...

CERTIFICATE HOLDER **CANCELLATION**

Evidence of Coverage Only	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
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EXHIBIT E

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: The Navajo Nation PO Box 7440 Window Rock, Arizona 86515-7440	DUNS Number: 009001702 Taxpayer Identification Number: 860092335 Assistance Listing Number and Title: 21.027
---	---

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agree, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Dr. Bui Nygren
Authorized Representative Title: President
Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
Date Signed: May 27, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F -- Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(e) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to The Navajo Nation by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. **The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.**
- b. **The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.**

16. Protections for Whistleblowers.

- a. **In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.**
- b. **The list of persons and entities referenced in the paragraph above includes the following:**
 - i. **A member of Congress or a representative of a committee of Congress;**
 - ii. **An Inspector General;**
 - iii. **The Government Accountability Office;**
 - iv. **A Treasury employee responsible for contract or grant oversight or management;**
 - v. **An authorized official of the Department of Justice or other law enforcement agency;**
 - vi. **A court or grand jury; or**
 - vii. **A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.**
- c. **Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.**

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the The Navajo Nation (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Tamarah Begay

08/05/2024

Recipient

Date

Tamarah Begay
Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

ACCOUNT IDENTIFICATION

- **Budget Sheet**
- **Business Unit Number**
- **Object Code**



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáądi Nitsáhákees

March 3, 2023

TRANSMITTAL

TO : Patrick Dalgai, Department Manager II
 Community Housing & Infrastructure Department (CHID) / DCD

FROM : *SM*
 Cordell Shortey, Contracting Officer
 Contracts & Grants Section (CGS) / OMB

SUBJECT : New Housing: CHID - ARPA Funds Allocated to CHID / DCD

I. Information on Contract (per Original Award):

New Housing: CHID		U.S. Treasury American Recovery Plan Act (ARPA)		21.027
Title of Contract		Funding Agency		CFDA No. - Federal
CJN-29-22	\$ 50,000,000.00	2022		03/11/2021 to 12/31/2026
Grant No.	Amount	Fiscal Year		Term - Begin and End Date

II. Data Entered in FMIS Regarding:

- New Contract or Grant Company No. 8059 Business Unit (K#) K211564
- Contract Mod No. _____
- Amt of Award _____ to _____
AMOUNT FROM TO
- Budget Period - Extend End Date: From _____ To _____
- Other, specify: _____

Authorizing Document - Attached:

- Contract / Agreement - Date executed _____
- NNC / Committee Resolution - No. & Date _____
- Other, specify: NN Council Resolution CJN-29-22

III. Comments by CGS:

Budget received on March 2, 2023 is authorized for implementation pursuant to FY 2023 NN BIM Appendix L Section II. B. and concurred by Navajo Nation Fiscal Recovery Fund (NN FRF) Office by memorandum of July 18, 2022. CGS received complete packet until 3/2/2023 to set up budget and issue this Transmittal.

Attachment
 Copy: Contract files
 Contract Accounting / OOC / DPM
 Tom Platero, Executive Director - NN FRF Office

Job K211564 US TREASURY- NEW HOUSING: CIHD

Project

Cost Code	Cost Type	Description	L P M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commit Amount	Budget		% Revised	
								Balance	Spent	Remaining	Spent
1710	Program Revenue	6 BN	50,000,000.00-	50,000,000.00-				50,000,000.00-			1.00
1710	Program Revenue	6 T	50,000,000.00-	50,000,000.00-				50,000,000.00-			1.00
1705	CG Revenue	5 T	50,000,000.00-	50,000,000.00-				50,000,000.00-			1.00
1700	External C/G Revenue Source	4 T	50,000,000.00-	50,000,000.00-				50,000,000.00-			1.00
1000	Revenues	3 T	50,000,000.00-	50,000,000.00-				50,000,000.00-			1.00
6960	Subcontracted Services	6 BN		50,000,000.00				50,000,000.00			1.00
6960	Subcontracted Services	6 T		50,000,000.00				50,000,000.00			1.00
6950	Subcontracted Services	5 T		50,000,000.00				50,000,000.00			1.00
6500	Contractual Services	4 T		50,000,000.00				50,000,000.00			1.00
8020	Social	6 BN	50,000,000.00								
8020	Social	6 T	50,000,000.00								
8010	Public	5 T	50,000,000.00								
8000	Assistance	4 T	50,000,000.00								
2000	Expenses	3 T	50,000,000.00	50,000,000.00				50,000,000.00			1.00

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT

MYRON LIZER | VICE PRESIDENT




MEMORANDUM

TO : Dr. Pearl Yellowman, Executive Director
Division of Community Development

James Adakai, Deputy Executive Director
Division of Community Development

Patrick Dalgai, Department Manager II
Community Housing & Infrastructure Dept.
Division of Community Development

FROM : 
Lisa Jymm, Deputy Executive Director
Navajo Nation Fiscal Recovery Fund Office

DATE : July 18, 2022

SUBJECT : CJN-29-22 – Allocation of \$1,070,298,867 in Navajo Nation Fiscal Recovery Funds and \$326,400,000 to the Division of Community Development.



The Navajo Nation Fiscal Recovery Fund Office (NNFRFO) is requesting budgets totaling \$326,400,000 for the Division of Community Development per CJN-29-22, Exhibits K, L, and M, as listed in the table below:

Exhibit	Description	Category	\$
K	Housing Support: Connecting homes to electricity	2.18	\$96,400,000
L-1	New Housing: CHID	2.15	\$50,000,000
L-3	Housing Manufacturing	2.15	\$30,000,000
M	Bathroom Additions	1.14	\$150,000,000
Total Funding for DCD			\$326,400,000

K211564

As applicable, prepare Budget Forms 2, 3, and 4 in accordance Budget Form 1 in approved Navajo Nation Council resolution CJN-29-22.

If you have any questions, please feel free to contact me by phone at (928) 309-5535 or by email at ljymm@navajo-nn.gov.

Thank you.

Navajo Nation Fiscal Recovery Fund Office (NNFRFO)
PO Box 2469 Window Rock, AZ 86515
(928) 309-5532

DOCUMENT CHECKLIST

Please submit all documents as one proposal with this checklist, otherwise proposal will be returned to division/program.

Division/Program Information:

Date Submitted: 1/6/2023
Program/Division: CHID/DCD
Contact Person: Patric Dalgai, Dept Mngr II
Phone: 928.871.6468

Email: pat.dalgai@nnchid.org



Documents needed for processing:

- Initial Eligibility Determination from NNDOJ
- Appendix A per BFS-31-21 (Check one:)
 - NN Govt. Units
 - a. Attach a FRF Request Form, Expenditure Plan
 - Non-Governance Certified Chapters
 - a. Attach a duly approved Chapter Resolution supporting the project.
 - Governance Certified Chapters
 - a. Attach a duly approved Chapter Resolution supporting the project.
 - NN Owned Entities
 - a. Attach a duly approved Resolution from the Board of Directors.
 - External Entities
 - a. Attach a duly approved Resolution from the Board of Directors.
 - b. Registration Documents from DED - Business Regulatory Dept.
 - c. Certificate of Good Standing from DED - Business Regulatory Dept.
- CJN-29-22 Appendix J - Project Budget Schedule per Budget Instructions Manual.
- Signed Budget Forms 1, 2, and 4 (Other Budget Forms as needed)

Notes:

Per CJN-29-22, \$50,000,000 for new housing for eligible Navajo families throughout the NN. The Budget Forms and Expenditure Plan (Appendix A) have been acknowledged and signed by the current Nygren administration.

Reviewed by:

Arnold Jake, Principal Accountant
Fiscal Recovery Fund Office

Feb. 6, 2023
Date

Signed Budget Forms

Budget Forms 1, 2 and 4

FY 2023

THE NAVAJO NATION
PROGRAM BUDGET SUMMARY

PART I. Business Unit No.: [New] CHID-New Housing Division/Branch: DCD/Executive
 Prepared By: Patrick Dalgai Phone No.: 928.871.6468 Email Address: pat_dalgai@nmtcfd.org

PART II. FUNDING SOURCE(S)		Fiscal Year / Term	Amount	% of Total	PART III. BUDGET SUMMARY			Difference or Total
NN Fiscal Recovery Funds		10/1/22-9/30/25	50,000,000.00	100%	Fund Type Code	NNC Approved Original Budget (A)	Proposed Budget (B)	
					2001 Personnel Expenses			
					3000 Travel Expenses			
					3500 Meeting Expenses			
					4000 Supplies			
					5000 Lease and Rental			
					5500 Communications and Utilities			
					6000 Repairs and Maintenance			
					6500 Contractual Services			
					7000 Special Transactions			
					8000 Public Assistance	6	0	50,000,000
					9000 Capital Outlay			
					9500 Matching Funds			
					9500 Indirect Cost			
					TOTAL		50,000,000.00	50,000,000

PART IV. POSITIONS AND VEHICLES

Total # of Positions Budgeted: _____ (D)

Total # of Vehicles Budgeted: _____ (E)

PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.

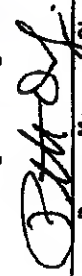

SUBMITTED BY: Patrick Dalgai, Department Manager II
 Program Manager's Printed Name
 Signature: *[Signature]* Date: 2.1.23

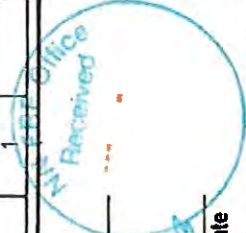
APPROVED BY: Calvin Castillo, Executive Director
 Division Director / Branch Chief's Printed Name
 Signature: *[Signature]* Date: 2-1-23

Received
 3:45 pm, Feb 07 2023

Division Director / Branch Chief's Signature and Date

THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

PART I. PROGRAM INFORMATION:		CHID-New Housing									
Business Unit No.:	[New]	Program Name/Title:									
PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM: Per RDCO-77-16: The Department is established to promote and develop improved living conditions for Navajo families and strengthening communities through programs for Community Housing, Utility service, Public facility and Economic Development Improvements.											
PART III. PROGRAM PERFORMANCE CRITERIA:											
1. Goal Statement:	Planning for construction or purchase of new homes on the Navajo Nation	1st QTR	2nd QTR	3rd QTR	4th QTR	Goal	Actual	Goal	Actual		
Program Performance Measure/Objective:	Review and Screen New Housing Application submitted by Chapters		500								
2. Goal Statement:	Design Build General Contractors Selection										
Program Performance Measure/Objective:	Solicit for RFQ for Priority One General Contractors		2								
3. Goal Statement:	Construction or Purchase of New Homes										
Program Performance Measure/Objective:	Build Wood Frame Homes or Purchase Modular Homes		50			50			50		
4. Goal Statement:	Self-Monitoring & Compliance with Navajo Nation Policies & Federal Regulations										
Program Performance Measure/Objective:	Implement Monitoring & Evaluation on all project activities to avoid audits.		1			1			1		
5. Goal Statement:	Establish Partnership with other Departments and Entities										
Program Performance Measure/Objective:	Ensure all New Homes are in the Plans to Receive Utility Services		1			1			1		
PART IV. THEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.											
Patrick Dalgai, Department Manager II		Calvin Castillo, Executive Director									
Program Manager's Printed Name		Division Director/Branch Chief's Printed Name									
											
Program Manager's Signature and Date		Division Director/Branch Chief's Signature and Date									



for 1/3/23

THE NAVAJO NATION
 DETAILED BUDGET AND JUSTIFICATION

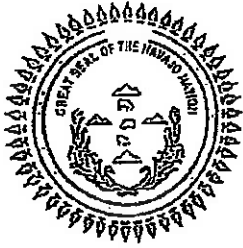
PART I. PROGRAM INFORMATION: Program Name/Title: <u>CHID-New Housing</u> Business Unit No.: <u>[New]</u>			
PART II. DETAILED BUDGET:			
(A) Object Code (LOD 6)	(B) Object Code Description and Justification (LOD 7)	(C) Total by DETAILED Object Code (LOD 6)	(D) Total by MAJOR Object Code (LOD 4)
8020	8000 ASSISTANCE Social 8095 - Other Public Assistance \$109,170.30 x 458 (Modular Home Units) = \$49,999,937.40 (round-off to \$50,000,000) = 50,000,000	50,000,000	50,000,000
TOTAL		50,000,000	50,000,000



Handwritten signature

NN – Dept of Justice

Eligibility Determination Form



NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL



DOREEN N. MCPAUL
Attorney General

KIMBERLY A. DUTCHER
Deputy Attorney General

DEPARTMENT OF JUSTICE
INITIAL ELIGIBILITY DETERMINATION
FOR NAVAJO NATION FISCAL RECOVERY FUNDS

RFS/HK Review #: HK0180

Date & Time Received: 4/12/22 03:17

Date & Time of Response: 04/13/2022 2:34 pm

Entity Requesting FRF: Community Housing & Infrastructure Department (CHID)

Title of Project: 2.16 Long-Term Housing Security: New Home Construction

Administrative Oversight: Division of Community Development

Amount of Funding Requested: \$50,000,000

Eligibility Determination:

- FRF eligible
- FRF ineligible
- Additional information requested

FRF Eligibility Category:

- (1) Public Health and Economic Impact
- (2) Premium Pay
- (3) Government Services/Lost Revenue
- (4) Water, Sewer, Broadband Infrastructure

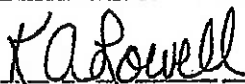
U.S. Department of Treasury Reporting Expenditure Category: 2.15 (Long-term Housing Security: Affordable Housing)

Returned for the following reasons (Ineligibility Reasons / Paragraphs 5. E. (1) - (10) of FRF Procedures):

- | | |
|--|--|
| <input type="checkbox"/> Missing Form | <input type="checkbox"/> Expenditure Plan incomplete |
| <input type="checkbox"/> Supporting documentation missing | <input type="checkbox"/> Funds will not be obligated by 12/31/2024 |
| <input type="checkbox"/> Project will not be completed by 12/31/2026 | <input type="checkbox"/> Incorrect Signatory |
| <input type="checkbox"/> Ineligible purpose | <input type="checkbox"/> Inconsistent with applicable NN or federal laws |
| <input type="checkbox"/> Submitter failed to timely submit CARES reports | |
| <input type="checkbox"/> Additional information submitted is insufficient to make a proper determination | |

Other Comments: _____

Name of DOJ Reviewer: Kristen A. Lowell

Signature of DOJ Reviewer: 

Disclaimers: An NNDOJ Initial Eligibility Determination will be based on the documents provided, which NNDOJ will assume are true, correct, and complete. Should the Project or Program change in any material way after the initial determination, the requestor must seek the advice of NNDOJ. An initial determination is limited to review of the Project or Program as it relates to whether the Project or Program is a legally allowable use – it does not serve as an opinion as to whether or not the Project or Program should be funded, nor does it serve as an opinion as to whether or not the amount requested is reasonable or accurate.

Appendix A

Request Form & Expenditure Plan

**THE NAVAJO NATION
FISCAL RECOVERY FUNDS REQUEST FORM & EXPENDITURE PLAN
FOR NAVAJO NATION GOVERNMENT UNITS**

APPENDIX A



Part 1. Identification of parties.

NN Government Unit requesting FRF: Community Housing & Infrastructure Department (CHID) Date prepared: 02/01/2023
Indicate Department, Program, Office, Division, or Branch

NN Government Unit's mailing address: P.O. Box 2389 phone/email: 928.871.6468
Window Rock, Arizona 86515 website (if any): _____

Form prepared by: Patrick Dalgai, Department Manager II, CHID phone/email: pat_dalgai@nnchid.org

CONTACT PERSON'S name, title and Department, Program, Office, etc.

CONTACT PERSON'S info

Title & type of Project: 2.16 Long Term Housing Security: New Home Construction

NN Government Unit's Director or Manager: Patrick Dalgai phone & email: 928.871.6468

Division Director (if any): Calvin Castillo phone & email: 928.871.7172

Branch Chief: Buu Nygren, President phone & email: 928.871.7000

Funding Recipient will be working with: Division of Community Development on the Project and the same will be submitting the Funding Request Package for Initial Eligibility Determination Review, and will have Administrative Oversight over this FRF Expenditure Plan.
Indicate Branch and/or Division

List names or types of Subcontractors or Subrecipients that will be paid with FRF (if known):
Modular Home Companies document attached

Amount of FRF requested: 50,000,000 FRF funding period: September 2022 - December 2026
Indicate Project starting and ending/deadline date

Part 2. Expenditure Plan details.

(a) Describe the Program(s) and/or Project(s) to be funded, including how the funds will be used, for what purposes, the location(s) to be served, and what COVID-related needs will be addressed:

The Community Housing & Infrastructure Department (CHID) is requesting \$50M to construct new housing and/or purchase Modular/Mobile Homes to assist Navajo families throughout the Navajo Nation. Providing stable housing for those in need will help eliminate the spread of the COVID-19 among families living in multi-generational homes and provide new homes for homeless families and individuals, which will provide sanitary infrastructure (water/ww and electricity) to help combat COVID-19 pandemic.

document attached

(b) Explain how the Program or Project will benefit the Navajo Nation, Navajo Communities, or the Navajo People:

This project will benefit the needs of the Navajo Nation, the communities, and the Navajo people by providing stable housing for those in need. The CHID strives to provide affordable housing for individuals with limited economic opportunities. During this COVID pandemic, stable housing will improve the living conditions for families living in multi-generational homes and help to provide needed sanitary infrastructure.

document attached

APPENDIX A

(c) Provide a prospective timeline showing the estimated date of completion of the Project and/or each phase of the Project. Disclose any challenges that may prevent you from incurring costs for all funding by December 31, 2024 and/or fully expending funds and completing the Program(s) or Project(s) by December 31, 2026:

Advertisement by CHID for new housing throughout NN: 9/01/2022 - 12/31/2022
Design for homes across 110 chapters: 01/01/2023 - 09/30/2023
Advertisement for construction of new housing: 10/01/2023 - 12/31/2023
Construction: 01/01/2024 - 12/31/2026

document attached

(d) Identify who will be responsible for implementing the Program or Project:

The Community Housing and Infrastructure Department

document attached

(e) Explain who will be responsible for operations and maintenance costs for the Project once completed, and how such costs will be funded prospectively:

Homeowners are responsible for the operation and maintenance of new homes following a 1-year warranty period.

document attached

(f) State which of the 66 Fiscal Recovery Fund expenditure categories in the attached U.S. Department of the Treasury Appendix 1 listing the proposed Program or Project falls under, and explain the reason why:

This project title falls under the NEW Expenditure Category 2.16 Long-Term Housing Security.

Providing new homes for Navajo people/families in need will help to address homelessness by offering housing support and improving access to secure, stable, affordable housing.

document attached

Part 3. Additional documents.

List here all additional supporting documents attached to this FRF Expenditure Plan (or indicate N/A):

[Empty box for listing additional supporting documents]



Part 4. Affirmation by Funding Recipient.

Funding Recipient affirms that its receipt of Fiscal Recovery Funds and the implementation of this FRF Expenditure Plan shall be in accordance with Resolution No. CJY-41-21, the ARPA, ARPA Regulations, and with all applicable federal and Navajo Nation laws, regulations, and policies:

NN Government Unit
Preparer: 
signature of Preparer/CONTACT PERSON

Approved by: 
signature of NN Government Unit's Dept. Program/Office Director or Manager

Approved to submit
for Review: 
signature of Branch Chief or Division Director

2/1/2023

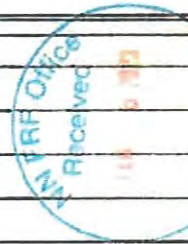
Print Name, Title,
Branch or Division: Calvin Castillo, Executive Director
print name and indicate title or position

Community Development
indicate Branch or Division



THE NAVAJO NATION
PROJECT BUDGET SCHEDULE

PART I. Business Unit No.: _____ New		Project Information																
Project Title: CHD-New Housing		Project Type: New Housing																
Project Description: Construction of New Home and/or Purchase of Modular Homes		Planned Start Date: 10.1.2022																
		Planned End Date: 9/30.2026																
		Project Manager: Vacant																
Check one box: <input checked="" type="checkbox"/> Original Budget <input type="checkbox"/> Budget Revision <input type="checkbox"/> Budget Reallocation <input type="checkbox"/> Budget Modification																		
PART III. List Project Task separately, such as Plan, Design, Construct, Equip or Furnish.		Expected Completion Date if project exceeds 8 FY Qtrs.																
		Date: 9/30/2026																
		FY 25																
		FY 26																
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Planning	O X	J F	A M	J J	A S	O X	N X	D X	J X	F X	M X	A X	M X	J X	J X	A X	M X	J X
Design	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Construction	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Project Closeout	X																	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PART V. Expected Quarterly Expenditures	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57	3,571,428.57
	PROJECT TOTAL															\$28,571,428.57		



THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT

MYRON LIZER | VICE PRESIDENT



August 24, 2021

TRANSMITTAL

TO : Patrick Delgai, Program Manager
Housing Improvement Program /Division of Community Development

FROM : CMS
Cordell Shortey, Contracting Officer
Contracts and Grants Section / OMB

SUBJECT : Housing Improvement Program FY 2020 Modification #4 (four)

I. Information on Contract (per Original Award):

Housing Improvement Program		U.S. DOI - Bureau of Indian Affairs		15.141
Title of Contract	Amount	Funding Agency	Fiscal Year	CFDA No. - Federal
A20AV00003	\$947,738.25	2019		1/1/2019-12/31/2021
Grant No.	Amount	Fiscal Year	Term - Begin and End Date	

II. Data Entered in FMIS Regarding:

New Contract or Grant Company No. 4782 Business Unit (K#) K210773 - K210775

Contract Mod No. 4 (four)

Amt of Award Increase \$11,348,936.00 \$2,503,385.25 to \$13,852,321.25

AMOUNT FROM TO

Budget Period - Extend End Date: From _____ To _____

Other, specify: _____

Authorizing Document - Attached:

- Contract / Agreement - Date executed 08/19/21
- NNC / Committee Resolution - No. & Date NABI-66-18
- Other, specify: BIA letter dated August 19, 2021.

III. Comments by CGS:

Pursuant to FY 2021 NN BIM Appendix L Section IV.A., budget entered into FMIS and authorized for implementation per Appendix L. Section VII.D. Award represents Calendar Year 2021 Modification #4 includes CY 2021 Tier I distribution of \$1,432,250 (HIP Admin K210773 and HIP Direct Services K210774) and one-time HIP ARPA funds, BU# K210775 in the amount of \$9,916,686 for total of \$11,348,936.

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Attachment
Copy: Contract files
OOO Contract Accounting / CGS / DCD Executive Director

Revised April 2018



Navajo Nation

Summary of Proposed Budget
FY 2021 - P. L. 93-638 BIA Contract

Part I. - Program Information:

A. Program / Division: Housing Improvement Program (ARPA)
 B. Contract No.: A20AV00003

Part II. - Budget Information:

A	B	C	D
Cost Type	Title of Cost Type	Description on the purpose of the budget.	Budget Amount
2001	Personnel Salary	Regular Personnel - (3) Positions @ 2-3 years	\$304,843.00
2900	Fringe Benefit	Fringe Benefits @ 43.38% (FY2022 BIM)	\$140,242.00
3000	Travel	Fleet- Monthly/Mileage for 24 months	
3500	Meeting		\$50,580.00
4000	Supplies		
5000	Lease & Rental	General Office/Operating Supplies; Non Capital Assets (Computer Equipment)	\$3,309.00
5500	Communication & Utilities		
6000	Repairs & Maintenance		
6500	Contractual Service	Professional Services; Subcontracted Services	\$9,412,832.00
7000	Special Transactions	Insurance Premiums; Workers Comp	\$4,880.00
8000	Assistance		
9000	Capital Outlay		
9720	Indirect Cost		
Total Budget			\$9,916,686.00

Part III. - Signatures:

Patrick Dalgal *Patrick Dalgal* 7.15.21
 Program Manager / Date

Dr. Pearl Yellowman/
 Division Director / Date *7.15.21*

Cost Code	Cost Type	Description	L P M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commitl Amount	Budget Balance	% Revised Spent	% Revised Remaining
1710	6 BN	Program Revenue	6 BN	9,971,558.00	9,971,558.00			9,971,558.00		1.00
1716	7 N	Fig Rev Earned-Fed 638	7 N			268,555.58				
1710	6 T	Program Revenue	6 T	9,971,558.00	9,971,558.00			268,555.58		
1705	5 T	CG Revenue	5 T	9,971,558.00	9,971,558.00			9,703,002.42	.03	.97
1700	4 T	External CIG Revenue Source	4 T	9,916,686.00	9,971,558.00			9,703,002.42	.03	.97
1000	3 T	Revenues	3 T	9,916,686.00	9,971,558.00			9,703,002.42	.03	.97
2110	6 BN	Regular	6 BN	304,843.00	115,184.00				.63	.97
2120	7 N	Person-Regular FT	7 N			7,223.78		115,184.00		1.00
2110	6 T	Regular	6 T	304,843.00	115,184.00			7,223.78		
2200	6 BN	Salary Adj	6 BN		9,087.00			107,960.22	.06	.94
2200	6 T	Salary Adj	6 T		9,087.00			9,087.00		1.00
2100	5 T	Permanent	5 T	304,843.00	124,271.00			9,087.00		1.00
2310	6 BN	Temporary	6 BN		61,566.00			117,047.22	.06	.94
2320	7 N	Person-Temporary FT	7 N			29,875.16		61,566.00		1.00
2310	6 T	Temporary	6 T		61,566.00			29,875.16		
2300	5 T	Temporary	5 T		61,566.00			31,690.34	.49	.51
2900	5 BN	Fringe Benefits	5 BN	140,342.00	61,232.36			31,690.34	.49	.51
2912	7 N	FICA	7 N			3,300.11		61,232.56		1.00
2914	7 N	Medicare	7 N			537.94		2,300.11		
2910	6 T	FICA	6 T		2,838.05			537.94		
2926	7 N	Life	7 N		5.09			2,838.05		
2928	7 N	Short-Term Disability	7 N		97			5.09		
2920	6 T	Group Insurance	6 T		6.06			.97		
2951	7 N	SUTA-AZ	7 N			1,671.20		6.06		
2950	6 T	Unemployment Benefits	6 T			1,671.20		1,671.20		
2900	5 T	Fringe Benefits	5 T	140,342.00	61,232.56			1,671.20		
2001	4 T	Personnel Expenses	4 T	445,085.00	247,069.56			56,717.25	.97	.93
3110	6 BN	Fleet	6 BN	50,580.00		41,614.25		205,455.31	.17	.83
3110	6 T	Fleet	6 T	50,580.00						
3140	6 BN	GSA	6 BN		65,287.00			65,287.00		1.00
3141	7 N	Flat Rate	7 N			5,420.22		5,420.22		
3143	7 N	Mileage	7 N			17,038.90		17,038.90		
3140	6 T	GSA	6 T		65,287.00			43,827.88	.34	.66
3100	5 T	Vehicle Use	5 T	50,580.00	65,287.00			43,827.88	.34	.66
3230	6 BN	Personal Travel	6 BN		23,060.00			23,060.00		1.00
3200	6 T	Personal Travel	6 T		23,060.00			23,060.00		1.00
3000	5 T	Personal Travel Expenses	5 T		23,060.00			23,060.00		1.00
4120	4 T	Travel Expenses	4 T	50,580.00	88,347.00			65,887.88	.25	.75
4120	6 BN	Office Supplies	6 BN	1,109.00	3,109.80			3,109.80		1.00

NAVAJO NATION
 Job Status Inquiry Print

Job K21077S CY21 HIT AR7A
 Project

Cost Code	Cost Type	Description	L P M	D E C U M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commit Amount	Budget Balance	% Revised Spent	% Revised Remaining
4130		General Office Supplies	7	N			1,800.10		1,800.10		
4120		Office Supplies	6	T	1,109.00	3,109.00	1,800.10		1,308.90	.58	.42
4200		Non Capital Assets	6	B N	1,200.00	9,200.00			9,200.00		1.00
4230		Non Cap Computer Equip	7	N			7,446.62		7,446.62		
4200		Non Capital Assets	6	T	1,200.00	9,200.00	7,446.62		1,753.38	.81	.19
4100		Office Supplies & Equipme	5	T	2,306.00	12,309.00	9,246.72		3,062.28	.75	.25
4410		Operating Supplies	6	B N	1,000.00	8,105.00			8,105.00		1.00
4420		General Operating Suppl	7	N			3,196.52		3,196.52		
4440		Non Cap Computer Softwa	7	N			2,382.00		2,382.00		
4450		Postage, Courier, Shipp	7	N			408.00		408.00		
4530		Printing/Binding/Phone	7	N			1,068.48		1,068.48		
4410		Operating Supplies	6	T	1,000.00	8,105.00	7,055.00		1,050.00	.87	.13
4400		Operating Supplies	5	T	1,000.00	8,105.00	7,055.00		1,050.00	.87	.13
4700		Fuel	6	B N		5,000.00			5,000.00		1.00
4720		Diesel	7	N			42.00		42.00		
4700		Fuel	5	T		5,000.00	42.00		4,958.00	.91	.09
4600		Transportation Supplies	5	T		5,000.00	42.00		4,958.00	.91	.09
4000		Supplies	4	T	3,109.00	25,414.00	16,343.72		9,070.28	.64	.36
6520		Consulting	6	B N	9,412,832.00				9,412,832.00		1.00
6520		Consulting	6	T	9,412,832.00				9,412,832.00		1.00
6510		Professional Services	5	T	9,412,832.00				9,412,832.00		1.00
6960		Subcontracted Services	6	B N		9,412,832.00			9,412,832.00		1.00
6960		Subcontracted Services	6	T		9,412,832.00			9,412,832.00		1.00
6950		Subcontracted Services	5	T		9,412,832.00			9,412,832.00		1.00
6500		Contractual Services	4	T	9,412,832.00				9,412,832.00		1.00
7710		Insurance Premiums	6	B N	4,880.00	7,941.00			7,941.00		1.00
7767		Workers' Comp Premium	7	N			272.35		272.35		
7710		Insurance Premiums	6	T	4,880.00	7,941.00	272.35		7,668.65	.93	.07
7700		Insurance & Benefits	5	T	4,880.00	7,941.00	272.35		7,668.65	.93	.07
7000		Special Transactions	4	T	4,880.00	7,941.00	272.35		7,668.65	.93	.07
8020		Social	6	B N		183,019.60			183,019.60		1.00
8095		Other Public Assistance	7	N			183,019.60		183,019.60		1.00
8020		Social	6	T		183,019.60	183,019.60		183,019.60	1.00	
8500		Infrastructure (non cap)	6	B N		6,934.84			6,934.84		1.00
8310		Housing Constructn Materials	7	N			6,934.84		6,934.84		1.00
8500		Infrastructure (non cap)	6	T		6,934.84	6,934.84		6,934.84	1.00	
8010		Public	5	T		189,954.44	189,954.44		189,954.44	1.00	
8000		Assistance	4	T		189,954.44	189,954.44		189,954.44	1.00	
2000		Expenses	3	T	9,700,914.12	9,971,558.00	270,643.88		9,700,914.12	.97	.03

NAVIGATION
Job Status Inquiry Print

Job K210775 CY21 HIP ARPA

Project

Cost Code	Cost Type	Description	L P M	Original Budget Amt.	Revised Budget Amt.	Actual Amount	Open Commit Amount	Budget Balance	% Revised Spent	% Revised Remaining
K210775		CY21 HIP ARPA	D E C U M			2,088.30		2,088.30		
		Total:	T			2,088.30		2,088.30		

PART I. Business Unit No.: K210775 New Program Title: Community Housing & Infrastructure Department Division/Branch: DCD / Executive
 Prepared By: Patrick Dalgai Phone No.: 928-871-6488 Email Address: pat_dalgai@nncbid.org HIP ARPA

PART II. FUNDING SOURCE(S)		Fiscal Year / Term	Amount	% of Total	PART III. BUDGET SUMMARY			Fund Type Code	NNC Approved Original Budget	(B) Proposed Budget	(C) Difference or Total
P.L. 93-638 ARPA Funds		CY 2021	9,916,686.00	100%	2001	Personnel Expenses	15.141		445,085		
					3000	Travel Expenses	15.141		50,580		
					3500	Meeting Expenses	15.141				
					4000	Supplies	15.141		3,309		
					5000	Lease and Rental	15.141				
					5500	Communications and Utilities	15.141				
					6000	Repairs and Maintenance	15.141				
					6500	Contractual Services	15.141		9,412,832		
					7000	Special Transactions	15.141		4,880		
					8000	Public Assistance	15.141				
					9000	Capital Outlay	15.141				
					9500	Matching Funds	15.141				
					9500	Indirect Cost	15.141				
					TOTAL			50.00	9,916,686.00		

PART IV. POSITIONS AND VEHICLES

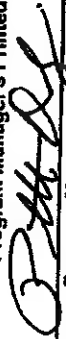

(D)	(E)
Total # of Positions Budgeted:	3
Total # of Vehicles Budgeted:	1

PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.

SUBMITTED BY: Patrick Dalgai, Department Manager II APPROVED BY: Dr. Pearl Yellowman, Executive Director
 Program Manager's Printed Name Division Director / Branch Chief's Printed Name
Patrick Dalgai 7.15.21 [Signature] 7.15.21
 Program Manager's Signature and Date Division Director / Branch Chief's Signature and Date



THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

PART I. PROGRAM INFORMATION:		Business Unit No.: <u>New K210775</u>		Program Name/Title: <u>Community Housing & Infrastructure Department</u>		Department: <u>HIP ARPA</u>		
PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM: Per RDCO-77-16: The Department is established to promote and develop improved living conditions for Navajo families and strengthening communities through programs for Community Housing, Utility service, Public facility and Economic Development Improvements.								
PART III. PROGRAM PERFORMANCE CRITERIA:								
1. Goal Statement: Provide housing assistance to as many families as possible. Program Performance Measure: Review, process, and prioritize unassisted housing applications and finalize receipts.	1st QTR		2nd QTR		3rd QTR		4th QTR	
	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
2. Goal Statement: Finalize and acquire all regulatory documents for receipts. Program Performance Measure: Complete categorical exclusions checklists and acquire residential leases as applicable.					26		26	
3. Goal Statement: Complete required reporting. Program Performance Measure: Complete and submit quarterly reports to BIA.					26		26	
4. Goal Statement: Increase staffing resources to facilitate the program. Program Performance Measure: Hire an internal Project Manager and Accountant as well as hire a 3rd party const. inspector.					1		1	
5. Goal Statement: Construct housing improvements. Program Performance Measure: Complete the construction of housing improvements as allowable by the budget / bids received.							2	
PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.								
Patrick Dalgai, Department Manager II Program Manager's Printed Name  Program Manager's Signature and Date 7.15.21				Dr. Pearl Yellowman, Executive Director Division Director/Branch Chief's Printed Name  Division Director/Branch Chief's Signature and Date				

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LISTING OF POSITIONS AND ASSIGNMENTS BY BUSINESS UNIT

BUDGET FORM 3

SUB ACCT	POS NO	JOB TYPE	POSITION TITLE	EMP ID	WRKSITE CODE	FY 2020 ACTUAL		FY 2021 ACTUAL		
						G/S	SALARY	HOURS	BUDGET	
1001	000000	3503	Project Manager	vacant	1		43,742.40	2080	43,742	
		3503	Project Manager		1		43,742.40	2080	43,742	
		3503	Project Manager		1		43,742.40	2080	43,742	
									<u>131,226</u>	
1002	000000	1519	Accountant	vacant	1		40,123.20	2080	40,123	
		1519	Accountant		1		40,123.20	2080	40,123	
		1519	Accountant		1		40,123.20	2080	40,123	
									<u>120,369</u>	
										251,595
										46.56%
										<u>117,143</u>
										251,595
										<u>117,143</u>
										<u>368,738</u>
1003	000000	3741	Eligibility Technician	vacant	1		26,624.00	2080	26,624	
		3741	Eligibility Technician				26,624.00	2080	26,624	
										53,248
										43.38%
										<u>23,099</u>
										53,248
										23,099
										<u>76,347</u>
										368,738
										<u>76,347</u>
										<u>445,085</u>

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PART I. PROGRAM INFORMATION:

Program Name/Title:

Community Housing & Infrastructure Department HIP ARPA

Business Unit No.:

New K210775

8.24.21

PART II. DETAILED BUDGET:

Object Code (LOD 6)	(B) Object Code Description and Justification (LOD 7)	(C)		(D)
		Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)	
2110	<p>2001 PERSONNEL EXPENSES Employee salary, Farm board stipend, fringe benefits, salary adjustments and merit payment for eligible personnel include Pay Cost.</p> <p>Regular</p> <p>2120</p> <p>1001 000000 3503 <u>Regular Full-Time</u> 21.03 x 2080 hrs x 3 yrs = 131,226</p> <p>1002 000000 1519 <u>Project Manager</u> 19.29 x 2080 hrs x 3 yrs = 120,369</p> <p>1003 000000 3741 <u>Accountant</u> 12.80 x 2080 hrs x 2 yrs = 53,248</p> <p><u>Eligibility Technician</u></p> <p>Total Personnel <u>304,843</u></p>	304,843	304,843	304,843
2900	<p>Fringe Benefits</p> <p>.2900</p> <p>Fringe Benefits/ Regular: 117,143</p> <p>Fringe Benefits/ Regular: 23,099</p> <p>Total Fringe: <u>140,242</u></p> <p><u>445,084.61</u></p>	140,242	140,242	140,242
TOTAL		445,085	445,085	445,085

8.24.21
 8.24.21

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THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

PART I. PROGRAM INFORMATION:
 Program Name/Title: Community Housing & Infrastructure Department HIP ARPA Business Unit No.: K210715 *8-24-21*

PART II. DETAILED BUDGET:
 (A) (B) (C) (D)

Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
3000	TRAVEL EXPENSES Monthly mileage and fleet rental. Meals, lodging and air fare directly related to program business and other miscellaneous travel expenses.		50,580
3110	Fleet Monthly/Perm (1 vehicle) Group B, Class IV \$475/mo x 12 mos x 3 yrs = 17,100 Mileage Group B, Class IV \$0.31 x 3000 miles x 12 mos x 3 yrs = 33,480 50,580	50,580	
4000	SUPPLIES Desktop supplies, folders, envelopes, pens, pencils, etc. Power point projector, laptops and partitions. Computer/Xerox toner cartridges. Printing of manuals, brochures, binding, photocopying and publication subscription.		3,309
4120	Office Supplies 4130 General Office Supplies 1,109	1,109	
4200	Non Capital Assets 4210 Non-Cap Furniture & Equipment (Printers, etc.) 1 Desktop Printer @ 800; 2 scanners @ 300 x 2 = \$600 1,200	1,200	
4410	Operating Supplies 4420 General Operating Supplies 4440 Non-Cap Computer Software 4450 Postage, Courier, Shipping, annual box fees 4540 Books/perticals/subscription 1,000	1,000	
TOTAL		53,889	53,889

TESTED

8-24-21

PART I. PROGRAM INFORMATION:
 Program Name/Title: Community Housing & Infrastructure Department HIP ARPA Business Unit No.: K210775 8,241,21

(A)		(B)		(C)		(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)			Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)	
6520	6500 Contractual Services			9,412,832	9,412,832	
	Contractual Services					
	.6530	Consulting Fees for Construction Inspector	207,564			
		\$3,982 x 26 houses inspection (1-4 bedroom) =	103,792 (year 1)			
		\$3,982 x 26 housing inspection (1-4 bedroom) =	103,792 (year 2)			
			<u>207,584</u>			
	.6540	General Contractors	9,205,248			
		\$177,024 x 26 houses (1-4 bedrms) =	4,602,824 (year 1)			
		\$177,024 x 26 houses (1-4 bedrms) =	4,602,824 (year 2)			
			<u>9,205,248</u>			
TOTAL				9,412,832	9,412,832	9,412,832

POSTED

10/15/21

**THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION**

PART I. PROGRAM INFORMATION:
 Program Name/Title: Community Housing & Infrastructure Department HIP ARPA Business Unit No.: Ka10775 *8.24.21*

PART II. DETAILED BUDGET:
 (A) (B) (C) (D)

Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
7710	7000 SPECIAL TRANSACTIONS Promote and advertise program's initiative. Gifts and awards to be presented to employees. Catering and refreshments for department special events. Print advertising and employee training fees. Required insurance premiums. Insurance Premiums .7720 Property - Contaminants $\$100,000/\$1000 \times \$0.71 \times 1 = 72$.7730 Property - Contractors Equipment $\$0,000/\$1000 \times \$0.71 =$.7740 Vehicle - Liability $\$500 \times 1 \text{ ea} \times 3 \text{ yrs} = 1,500$.7765 Policy Payment (General liability) $\$445,085/\$100 \times \$0.25 = 1,113$.7767 Workers Comp. (less fringe) $\$304,043/\$100 \times \$0.72 = 2,195$ <hr/> 4,880	4,880	4,880
9710	9500 MATCHING AND INDIRECT COST .9720 Indirect Cost Support for 2001, 3000, and 7000 @ 18.70%		
	TOTAL	4,880	4,880

POSTED
8.24.21 *SB*

Initials

PART I. PROGRAM INFORMATION:

Program Name/Title: Community Housing & Infrastructure Department HIP ARPA Business Unit No.: K210715 8.24.21

PART II. PERSONNEL/POSITION CHANGES:

(A) Type of Change	(B) Sub Acct Object Code	(C) Position Number	(D) Job Type / Class Code	(E) Position Title	(F) Employee ID No. or Vacant	(G) Salary	(H) Fringe Benefit	(I) Total (Col. G + H)
new	1001		003503	Project Manager	vacant	43,742	20,367	64,109
						43,742	20,367	64,109
						43,742	20,367	64,109
new	1002		001519	Accountant	vacant	40,123	18,681	58,804
						40,123	18,681	58,804
						40,123	18,681	58,804
new	1003		003741	Eligibility Technician	vacant	26,624	11,549	38,173
						26,624	11,549	38,173
PAGE TOTAL:						304,843	140,242	445,085

8/24/21

THE NAVAJO NATION


JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



DCDA-M21068

MEMORANDUM

TO : DCD Department and Program Staff
All Concerned

FROM : 
Pearl Yellowman, Executive Director
Division of Community Development


DATE : July 14, 2021

SUBJECT : Delegation of Authority

In my absence from the office on July 15, 2021 at 10:00am to July 16, 2021 at 5:00pm, Mr. James Adakai shall be delegated the authority of the Executive Director for Division of Community Development. This delegation includes handling administrative matters and signatory authority, except those matters he feels requires my attention.

Your assistance and cooperation are appreciated. Thank you.

ACKNOWLEDGED BY:


James Adakai, Deputy Division Director
Division of Community Development

c.

1512 10/24/2021

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA NAVAJO 00009 301 WEST HILL ROOM 346 Contracting Office Gallup NM 87301	CODE A09	7. ADMINISTERED BY (If other than Item 6) DOI, BIA NAVAJO Contracting Office 301 WEST HILL ROOM 346 Gallup NM 87301	CODE A09
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NAVAJO NATION TRIBAL GOVERNMENT, THE Attn: ATTN GOVERNMENT POC 2 MILES N OF HWY 264 WINDOW ROCK AZ 865151480		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0070120067	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. A20AV00003	10B. DATED (SEE ITEM 13) 11/22/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule
Net Increase: \$11,348,936.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.



CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Public Law 93-638, as amended and 25 CFR Part 900

E. IMPORTANT: Contractor is not. is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
CFDA Number: 15.141
DUNS Number: 009001702
Housing Improvement Program (HIP), Public Law 93-638 Contract No. A20AV00003, is hereby modified as follows:

1. To increase the contract by \$11,348,936.00, which represents the final distribution of Calendar Year (CY) 2021 Tier I funds in the amount of \$1,432,250.00 and one-time American Rescue Plan Act funds in the amount of \$9,916,686.00. Funding is provided pursuant to the National Housing Assistance Funding Distribution Methodology outline in the Indian Affairs Manual, Part 70 Chapter 7. This is one-time and non-recurring funds in accordance with 25 U.S.C. 5301 et seq. One-time Basis Funds - Funds made available under subsection (a) to Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Nez, President, The Navajo Nation	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Shawna DuBoise, Awarding Official, BIA-2020-L1-000109 TEL: 505-863-8228 EMAIL: Shawna.DuBoise@bia.gov
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 08-16-21	16C. DATE SIGNED 08/19/2021

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

A20AV00003/0004

PAGE OF

3

3

NAME OF OFFEROR OR CONTRACTOR

NAVAJO NATION TRIBAL GOVERNMENT, THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$9,916,686.00 Requisition No: 0020226127 Accounting Info: 01 Account Assignm: K G/L Account: 6100.252I0 Business Area: A000 Commitment Item: 252I00 Cost Center: AANN00780T Functional Area: ARH930000.999900 Fund: 21XA2100RA Fund Center: AANN00780T PR Acct Assign: 01 Funded: \$9,916,686.00				



DR. BUU NYGREN **PRESIDENT** RICHELLE MONTOYA **VICE PRESIDENT**

The Navajo Nation | Yideeskáądi Nitsáhákees

April 28, 2023

TRANSMITTAL

TO : Raymond Maxx, Executive Director
Navajo - Hopi Land Commission Office / NN OPVP

FROM : Cordell Shortey
Cordell Shortey, Contracting Officer
Contracts & Grants Section (CGS) / OMB

SUBJECT : Housing: NPL and Former Bennett Freeze; ARPA Fund allocated to Navajo-Hopi Land Commission Office

I. Information on Contract (per Original Award):

Housing: NPL and Former Bennett Freeze	U.S. Treasury American Recovery Plan Act (ARPA)	21.027
Title of Contract	Funding Agency	CFDA No. - Federal
CJN-29-22	2022	03/11/2021 to 12/31/2026
Grant No.	Amount	Term - Begin and End Date
	\$ 15,550,000.00	

II. Data Entered in FMIS Regarding:

New Contract or Grant Company No. 8059 Business Unit (K#) K2115137

Contract Mod No. _____

Amt of Award _____ to _____

AMOUNT FROM TO

Budget Period - Extend End Date: From _____ To _____

Other, specify: _____

Authorizing Document - Attached:

Contract / Agreement - Date executed _____

NNC / Committee Resolution - No. & Date _____

Other, specify: NN Council Resolution CJN-29-22

III. Comments by CGS:

Budget received on April 21, 2023 is authorized for implementation pursuant to FY 2023 NN BIM Appendix L Section II. B. and concurred by Navajo Nation Fiscal Recovery Fund (NN FRF) Office by memorandum on July 19, 2022.

Attachment
 Copy: Contract files
 Contract Accounting / OOC / DPM
 Tom Platero, Executive Director - NN FRF Office

Revised February 2023

Job K2115137 US TREASURY - NAVAJO-HOPILAND
Project

Thru Date 8/21/2024

Cost Code	Cost Type	Description	L P M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commit Amount	Budget Balance	% Spent	% Remaining
1710	Program Revenue	Program Revenue	6 B N	15,550,000.00-	15,550,000.00-	309,996.00-	15,240,004.00-	15,550,000.00-	.02	1.00
1710	Program Revenue	Program Revenue	6 T	15,550,000.00-	15,550,000.00-	309,996.00-	15,240,004.00-	15,550,000.00-	.02	.98
1705	CG Revenue	CG Revenue	5 T	15,550,000.00-	15,550,000.00-	309,996.00-	15,240,004.00-	15,550,000.00-	.02	.98
1700	External C/G Revenue Source	External C/G Revenue Source	4 T	15,550,000.00-	15,550,000.00-	309,996.00-	15,240,004.00-	15,550,000.00-	.02	.98
1000	Revenues	Revenues	3 T	15,550,000.00-	15,550,000.00-	309,996.00-	15,240,004.00-	15,550,000.00-	.02	.98
6830	Other Technical Services	Other Technical Services	6 B N		309,996.00	309,996.00		309,996.00	1.00	1.00
6830	Other Technical Services	Other Technical Services	6 T		309,996.00	309,996.00		309,996.00	1.00	1.00
6810	Technical Services	Technical Services	5 T		309,996.00	309,996.00		309,996.00	1.00	1.00
6910	Other Contractual Service	Other Contractual Service	6 B N	14,456,530.00				14,456,530.00		
6910	Other Contractual Service	Other Contractual Service	6 T	14,456,530.00				14,456,530.00		
6900	Other Contractual Service	Other Contractual Service	5 T	14,456,530.00				14,456,530.00		
6960	Subcontracted Services	Subcontracted Services	6 B N		15,240,004.00			15,240,004.00		1.00
6960	Subcontracted Services	Subcontracted Services	6 T		15,240,004.00			15,240,004.00		1.00
6959	Subcontracted Services	Subcontracted Services	5 T		15,240,004.00			15,240,004.00		1.00
6500	Contractual Services	Contractual Services	4 T	14,456,530.00		309,996.00		15,240,004.00	.02	.98
8020	Social	Social	6 B N	1,093,470.00				1,093,470.00		
8020	Social	Social	6 T	1,093,470.00				1,093,470.00		
8010	Public	Public	5 T	1,093,470.00				1,093,470.00		
8000	Assistance	Assistance	4 T	1,093,470.00				1,093,470.00		
2000	Expenses	Expenses	3 T	15,550,000.00	15,550,000.00	309,996.00		15,240,004.00	.02	.98




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

MEMORANDUM



TO : Dominic Beyal, Director
 Navajo Nation Office of Management & Budget

Cordell Shortey, Contracting Officer
 Navajo Nation Office of Management & Budget

FROM : 
 Lisa Jymm, Deputy Executive Director
 Navajo Nation Fiscal Recovery Fund Office

DATE : April 20, 2023

SUBJECT : Allocation of \$15,550,000 to Navajo-Hopi Land Commission Office per CJN-29-22.

The Navajo Nation Fiscal Recovery Fund Office (NNFRFO) is requesting a new business unit in the amount of \$15,550,000 per CJN-29-22, Exhibit L-4, as listed in the table below.

No.	Description	Category	\$
1	Navajo-Hopi Land Commission Office	2.15	\$15,550,000.00
		TOTAL:	\$15,550,000.00

If you have any questions, please feel free to contact me by phone at (928) 309-5535 or by email at ljymm@navajo-nsn.gov. Thank you.

CC: Germaine Jones, Deputy Contracting Officer, OMB
 Christine Chavez, Director, Contract Acctg/OOC

xc: Attachments

Received April 21, 2022 @ 8:51 am

THE NAVAJO NATION




JONATHAN NEZ | PRESIDENT

MYRON LIZER | VICE PRESIDENT

MEMORANDUM

TO : Robert Black, Jr., Executive Director
Navajo-Hopi Land Commission Office
Executive Offices/OPVP

Paulson Chaco, Chief of Staff
Office of the President & Vice-President

FROM : 
Lisa Jymm, Deputy Executive Director
Navajo Nation Fiscal Recovery Fund Office

DATE : July 19, 2022

SUBJECT : CJN-29-22 – Allocation of \$1,070,298,867 in Navajo Nation Fiscal Recovery Funds and \$15,550,000 to the Division of Community Development.

The Navajo Nation Fiscal Recovery Fund Office (NNFRFO) is requesting budgets totaling \$15,550,000 for the Division of Community Development per CJN-29-22, Exhibit L, as listed in the table below:

Exhibit	Description	Category	\$
L-4	Housing: NPL and Former Bennett Freeze	2.15	\$15,550,000
	Total Funding for NHLC		\$15,550,000

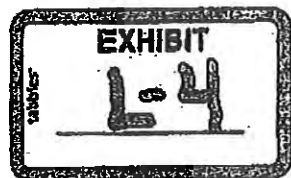
The attached Budget Form 1 and 4 has a budget of \$14,000,000, but the approved Exhibit L indicates \$15,550,000. Navajo-Hopi Land Commission should prepare a budget for \$15,550,000. As applicable, prepare Budget Forms 2, 3, and 4 in accordance Budget Form 1 in approved Navajo Nation Council resolution CJN-29-22.

If you have any questions, please feel free to contact me by phone at (928) 309-5535 or by email at ljymm@navajo.nsn.gov.

Thank you.



NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL



DOREEN N. MCPAUL
Attorney General

KIMBERLY A. DUTCHER
Deputy Attorney General

DEPARTMENT OF JUSTICE
INITIAL ELIGIBILITY DETERMINATION
FOR NAVAJO NATION FISCAL RECOVERY FUNDS

RFS/HK Review #: HK0189

Date & Time Received: 4/13/22 21:35

Date & Time of Response: 14 April, 2022; 3:28 pm

Entity Requesting FRF: Navajo Hopi Land Commission Office

Title of Project: Housing for the Former Bennett Freeze Area and NPL

Administrative Oversight: Navajo Nation Division of Community Development

Amount of Funding Requested: \$15,550,000

Eligibility Determination:

- FRF eligible
- FRF ineligible
- Additional information requested

FRF Eligibility Category:

- (1) Public Health and Economic Impact
- (2) Premium Pay
- (3) Government Services/Lost Revenue
- (4) Water, Sewer, Broadband Infrastructure

U.S. Department of Treasury Reporting Expenditure Category: 2.15 (Long-term Housing Security: Affordable Housing)

Returned for the following reasons (Ineligibility Reasons / Paragraphs 5. E. (1) - (10) of FRF Procedures):

- | | |
|--|--|
| <input type="checkbox"/> Missing Form | <input type="checkbox"/> Expenditure Plan incomplete |
| <input type="checkbox"/> Supporting documentation missing | <input type="checkbox"/> Funds will not be obligated by 12/31/2024 |
| <input type="checkbox"/> Project will not be completed by 12/31/2026 | <input type="checkbox"/> Incorrect Signatory |
| <input type="checkbox"/> Ineligible purpose | <input type="checkbox"/> Inconsistent with applicable NN or federal laws |
| <input type="checkbox"/> Submitter failed to timely submit CARES reports | |
| <input type="checkbox"/> Additional information submitted is insufficient to make a proper determination | |

Other Comments: _____

Name of DOJ Reviewer: Adjua Adjei-Danso

Signature of DOJ Reviewer:  _____

Disclaimers: An NNDOJ Initial Eligibility Determination will be based on the documents provided, which NNDOJ will assume are true, correct, and complete. Should the Project or Program change in any material way after the initial determination, the requestor must seek the advice of NNDOJ. An initial determination is limited to review of the Project or Program as it relates to whether the Project or Program is a legally allowable use – it does not serve as an opinion as to whether or not the Project or Program should be funded, nor does it serve as an opinion as to whether or not the amount requested is reasonable or accurate.

**THE NAVAJO NATION
FISCAL RECOVERY FUNDS REQUEST FORM & EXPENDITURE PLAN
FOR NAVAJO NATION GOVERNMENT UNITS**

Part 1. Identification of parties.

NN Government Unit requesting FRF: Navajo Hopi Land Commission Office Date prepared: 4/11/2022
Indicate Department, Program, Office, Division, or Branch

NN Government Unit's mailing address: P.O. Box 2549 phone/email: robertblackjr@navajo-nsn.gov
Window Rock, Arizona 86515 website (if any): _____

Form prepared by: Robert K. Black, Jr. phone/email: 928-380-0420

Executive Director, NHLCO CONTACT PERSON'S name, title and Department, Program, Office, etc. CONTACT PERSON'S info

Title & type of Project: Housing for the Former Bennett Freeze Area and NPL

NN Government Unit's Director or Manager: Robert K. Black, Jr. phone & email: RobertBlackJr@navajo-nsn.gov

Division Director (if any): Same phone & email: Same

Branch Chief: _____ phone & email: _____

Funding Recipient will be working with: Navajo Nation Division of Community Development on the Project and the same will be submitting the Funding Request Package for Initial Eligibility Determination Review, and will have Administrative Oversight over this FRF Expenditure Plan.
Indicate Branch and/or Division

List names or types of Subcontractors or Subrecipients that will be paid with FRF (if known):
Modular Housing Companies and Project Administrators document attached

Amount of FRF requested: \$15,550,000 FRF funding period: June 1, 2022 - December 31, 2026
Indicate Project starting and ending/deadline date

Part 2. Expenditure Plan details.

(a) Describe the Program(s) and/or Project(s) to be funded, including how the funds will be used, for what purposes, the location(s) to be served, and what COVID-related needs will be addressed:

Overcrowding and the lack of domestic water have added to the negative impacts of COVID-19. This project will address this problem in two ways. First, \$14,000,000 will be expended to purchase and transport modular homes that will serve the people of the 23 impacted Chapters (the nine Bennett Freeze Chapters and the 14 NPL Chapters). Second, \$1,550,000 will be expended to develop a plan for a manufactured housing plant on the Nahata Dził Chapter. The plant will create the capacity for the Navajo Nation to make a long-term impact to the overcrowding problem and to create jobs for Relocateses from the Navajo-Hopi Land Dispute.

document attached

(b) Explain how the Program or Project will benefit the Navajo Nation, Navajo Communities, or the Navajo People:

One of the priorities of the OPVP and the NNC is to finally address the impacts of the Bennett Freeze and Forced Relocation. A long-term plan is in place for the nine Bennett Freeze Chapters and the primary Relocation community, Nahata Dził. This is an effort known as the Navajo Thaw. This effort will be expanded to provide planning and development funding for the 14 Chapters of the NPL. This project will leverage funding being pursued from Congress by the Navajo Nation to more fully resolve the overcrowding, lack of infrastructure, lack of public facilities, and lack of jobs.

document attached

APPENDIX A

(c) Provide a prospective timeline showing the estimated date of completion of the Project and/or each phase of the Project. Disclose any challenges that may prevent you from incurring costs for all funding by December 31, 2024 and/or fully expending funds and completing the Program(s) or Project(s) by December 31, 2028:

06/01/22-Project Commencement; 08/01/22-Administrative Team Formed; 09/01/22 Outreach to all 24 Chapters Requesting Prioritized Housing Waiting List; 09/01/22-Manufacturing Plant Study Begins; 09/01/22-RFP Issued for Modular Housing; 12/01/22 Contractor(s) Selected for Modular Housing; 06/01/23 First batch of 16 homes delivered; 08/01/23 Completion of Manufacturing Plant Study; 06/01/24 Second batch of 17 homes delivered; 06/01/25 Third batch of 17 homes delivered. Challenges relate to the ability of the housing contractor to maintain schedule and costs given strong construction economy.

document attached

(d) Identify who will be responsible for implementing the Program or Project:

NHLCO will oversee the project. NHLCO will award a contract to a qualified project administrator to ensure compliance with ARPA and Navajo Nation requirements.

document attached

(e) Explain who will be responsible for operations and maintenance costs for the Project once completed, and how such costs will be funded prospectively:

NHLCO will issue an RFP for a qualified non-profit organization with experience in housing maintenance to provide training and support for benefiting families. NHLCO has already identified at least one capable non-profit which will respond to the RFP. The non-profit will have the capacity to attract funding and provide home maintenance services.

document attached

(f) State which of the 66 Fiscal Recovery Fund expenditure categories in the attached U.S. Department of the Treasury Appendix 1 listing the proposed Program or Project falls under, and explain the reason why:

3.10 Housing Support: Affordable Housing

ARPA makes provisions that housing projects for Native American Tribes are eligible expenses.

document attached

Part 3. Additional documents.

List here all additional supporting documents attached to this FRF Expenditure Plan (or indicate N/A):

[Empty box for listing additional supporting documents]

APPENDIX A

Part 4. Affirmation by Funding Recipient.

Funding Recipient affirms that its receipt of Fiscal Recovery Funds and the implementation of this FRF Expenditure Plan shall be in accordance with Resolution No. CJY-41-21, the ARPA, ARPA Regulations, and with all applicable federal and Navajo Nation laws, regulations, and policies:

Prepared by: Robert K. Black, Jr. Digitally signed by Robert K. Black, Jr.
DN: cn=Robert K. Black, Jr., o= Approved by: Robert K. Black, Jr. Digitally signed by Robert K. Black, Jr.
DN: cn=Robert K. Black, Jr., o=
signature of Proposer CONTACT PERSON signature of NN Government Unit Dept. Program Office Director/Manager

Approved to submit for Review: Paulson Chaco Digitally signed by Paulson Chaco
DN: cn=Paulson Chaco, o= Print Name, Title, Branch or Division: Paulson Chaco, Chief of Staff
signature of Branch Chief or Division Director print Name, Title, Branch or Division
Office of the President and Vice President
within Branch or Division

THE NAVAJO NATION
PROGRAM BUDGET SUMMARY

PART I. Business Unit No.: <u>NEW</u>		Program Title: <u>Navajo-Hopi Land Commission Office - ARPA Project</u>		Division/Branch: <u>OPVP - Executive</u>	
Prepared By: <u>Caroline G. Pate, Admin. Assistant</u>		Phone No.: <u>(928) 871-6446</u>		Email Address: <u>cgpate@navajo-nsn.gov</u>	
PART II. FUNDING SOURCE(S)		Fiscal Year / Term	Amount	% of Total	
Fiscal Recovery Funds		<u>9/1/22 - 9/30/25</u>	<u>15,550,000.00</u>	<u>100%</u>	
PART III. BUDGET SUMMARY					
Fund Type Code	NNC Original Budget	(A) Approved	(B) Proposed Budget	(C) Difference or Total	
2001 Personnel Expenses					
3000 Travel Expenses					
3500 Meeting Expenses					
4000 Supplies					
5000 Lease and Rental					
5500 Communications and Utilities					
6000 Repairs and Maintenance					
6500 Contractual Services	6	\$0	\$14,456,530	\$14,456,530	\$14,456,530
7000 Special Transactions					
8000 Public Assistance	6	\$0	\$1,093,470	\$1,093,470	\$1,093,470
9000 Capital Outlay					
9500 Matching Funds					
9500 Indirect Cost					
TOTAL			\$0	\$15,550,000	\$15,550,000
PART IV. POSITIONS AND VEHICLES					
			(D)		
Total # of Positions Budgeted:			0		
Total # of Vehicles Budgeted:			0		
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.					
SUBMITTED BY:		Raymond Maxx		APPROVED BY:	
<u>Raymond Maxx</u>		<u>Patrick J. Sandoval</u>		Division Director / Branch Chief's Printed Name	
<u>Raymond Maxx</u>		<u>Patrick J. Sandoval</u>		Division Director / Branch Chief's Signature and Date	

J. Mulder

**THE NAVAJO NATION
 PROGRAM PERFORMANCE CRITERIA**

PART I. PROGRAM INFORMATION: Business Unit No.: **Program Name:** Navajo-Hopi Land Commission Office - ARPA Project

PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:
 IGR Resolution GSCF-10-91; 2 N.N.C. Sub Sec. 851, et seq.; FCO-205-98. Protect and advance the interest and rights of the people and communities adversely impacted by the 1974 Land Settlement Act, as amended. Rehabilitate and improve the social, economic conditions of the people and communities, so impacted. Evaluate and select lands for the benefit of relocatees in NM and AZ pursuant to P.L. 96-305 (1980 Amendments)

PART III. PROGRAM PERFORMANCE CRITERIA:

1st QTR	2nd QTR	3rd QTR	4th QTR	1st QTR		2nd QTR		3rd QTR		4th QTR	
				Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
0	31	32	32								

1. Goal Statement:
 To Construct homes within the FBFA and NPL.
Program Performance Measure/Objective:
 To alleviate overcrowded conditions to stop the spread of COVID-19 Virus

2. Goal Statement:
Program Performance Measure/Objective:

3. Goal Statement:
Program Performance Measure/Objective:

4. Goal Statement:
Program Performance Measure/Objective:

5. Goal Statement:
Program Performance Measure/Objective:

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

Raymond Maxx, Executive Director
 Program Manager's Printed Name
RMX
 Program Manager's Signature and Date

Patrick J. Sandoval, Chief of Staff
 Division Director/Branch Chief's Printed Name
Patrick J. Sandoval
 Division Director/Branch Chief's Signature and Date

SMC

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

PART I. PROGRAM INFORMATION:		Business Unit No.:	
Program Name/Title: Navajo-Hopi Land Commission Office - ARPA Project		NEW	
PART II. DETAILED BUDGET:		(B)	(D)
(A)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
6500	CONTRACTUAL SERVICES Purchase (95) 3-bedroom modular homes for clients within the Former Bennett Freeze Area (FBFA) and Navajo Partitioned Lands (NPL) Chapters.		\$14,456,530
6910	Other Contractual Services 6921 Other Services \$152,174.00/home x 95 homes = \$14,456,530.00	\$14,456,530	
8020	ASSISTANCE Purchase wood-burning stoves, stove wall protectors, stove pipes and chimney kits for each modular home. \$11,510.21 x 95 homes = \$1,093,469.95	\$1,093,470	\$1,093,470
TOTAL		\$15,550,000	\$15,550,000

J. M. [Signature]

Bids/Advertisements/Quotes or Sole Source Justification

- Bid Sign in Sheet
- Tabulation
- Advertisement
- Quote



The Navajo Nation
Yideeskáadi Nitsáhákees

DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

May 9, 2024

Indigenous Design Studio + Architecture
8008 Pennsylvania Circle NE
Albuquerque, New Mexico 87110

RE: RFQ NO DCD-CHID-2023-02-ARPA Housing - Indefinite Delivery Indefinite Quantity (IDIQ) for Design Build Services

Dear Ms. Tamarah Begay.

The Navajo Nation Community Housing & Infrastructure Department (CHID) within the Division of Community Development (NNDCD) is pleased to notify Indigenous Design Studio + Architecture have been awarded an Indefinite Delivery Indefinite Quantity master contract, for a 5-year term (2024-2029) and value of up to \$165 million, to provide on-call design, build, construction, and delivery services, as outlined in the RFQ, for various housing projects on the Navajo Nation.

Please acknowledge your acceptance or denial at the bottom of this letter, and return to our office by **Friday, May 10, 2024 by 3:00 PM local time.**

As representatives of the Navajo Nation, NNDCD/CHID thanks Indigenous Design Studio + Architecture, for submitting its proposal. We look forward to working with your firm to successfully complete this endeavor. Questions are welcome by email at pat_dalgai@nnchid.org. Thank you.

- Accept
 Decline

Indigenous Design Studio + Architecture
8008 Pennsylvania Circle NE
Albuquerque, New Mexico 87110

Tamarah Begay

05/06/2024 @ 9:44 am

Sincerely,

The Navajo Nation

Arbin Mitchell, Executive Director
Division of Community Development
Navajo Nation Administration Bldg. 2, 2nd Floor South
#2296 Window Rock Boulevard
Navajo Nation, Window Rock Arizona 86515
Phone: (928) 871-6468

PROPOSAL BID OPENING

RFQ NO: DCD-CHID-2023-02-ARPA Housing

Title: CMAR to Provide Manufactured, Modular, and Custom-Built Homes

January 5, 2024

No	NAME	Title	Entity	Phone
1	Rochelle Tabaha	SEDS	BRO	X 7364
2	Max Bighorse	NHPRF Facilities Manager	FRFO	928-270-8456
3	Patrick Dalgai	Dept. Manager	DCO-CHID	928-871-6468
4	Sarah Slim	Exec. Director	NHLCO	928 871 8229
5	Christa Daniels	Buyer	NV60C	
6	Shawn Belue	Buyer	NV60C	928-871-6320
7	Rita Bergan	Program Manager	HIP	928 729-4107
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No. DCD-CHID-2023-02-ARPA Housing (Design, Construction, and Delivery of Manufactured, Modular, and Custom-Built Homes)

RFQ #DCD-CHID-2023-02-ARPA Housing

Due Date & Time: December 27, 2023 at 4:00 PM MDST (Local Time)

RFP/BIDS PROPOSALS RECEIVED LIST

#	Firm Name	Date	Time	Delivery Method
1	Sturdy Homes	12/19/2023	4:01pm	Mailed
2	Rock Gap Engineering	12/21/2023	1:52pm	Hand carried ✓
3	Bitco Corporation	12/21/2023	2:09pm	Hand carried
4	Indigenous Design Studio + Arch. LLC	12/27/2023	10:02am	Hand carried
5	AG Solutions LLC	12/27/2023	11:33am	Hand carried
6	Hemp Tech. Designs LLC	12/27/2023	1:30pm	Hand carried
7	Arviso Construction Company, Inc.	12/27/2023	2:31pm	Hand carried ✓
8	Stelco Construction, LLC.	12/27/2023	2:58pm	Hand carried
9	LAM Corporation	12/27/2023	3:34pm	Hand carried
10	Navajo Engineering Construction Authority	12/27/2023	3:37pm	Hand carried
11	Barton Southwest Builders, Inc.	12/27/2023	3:40pm	Hand carried
12	LSA, LLC Dated 12/27/2023	12/28/2023	10:15am	Mailed
13	Homes Direct Dated 12/23/2023	12/28/2023	10:15am	Mailed
14	Sturdy Homes Not Dated	12/28/2023	10:15am	Mailed
15	American First Solutions LLC	1/2/2024	3:42pm	Mailed
16		Dated 12/26/2023		
17				
18				
19				
20				

Dellian Bill, Office Assistant *[Signature]*
 Received By

12/27/2023
 Date

Community Housing & Infrastructure Department
RFQ NO: DCD-CHID-2023-02-ARPA Housing
Title: CMAR to Provide Manufactured, Modular and Custom-Built Homes
Proposal Rating

No.	Avg. Pts	Organization	Project Name	Comments
1	96.75	Arviso Construction	Design, Construct and Delivery of Manufactured Homes	Priority 1
2	94.75	America First Solutions, LLC	Design, Construct and Delivery of Manufactured Homes	
3	94	LAM Corporation	Design, Construct and Delivery of Manufactured Homes	
4	93.75	Indigenous Design Studio & Architecture	Design, Construct and Delivery of Manufactured Homes	
5	93.25	Homes Direct	Design, Construct and Delivery of Manufactured Homes	
6	90	BITCO Corporation	Contract and Delivery of Manufactured Homes	
7	84.25	LSA, LLC	Design, Construct and Delivery of Manufactured Homes	
8	77.5	AG Solutions, LLC	Design, Construct and Delivery of Manufactured Homes	
9	74	NECA	Design, Construct and Delivery of Manufactured Homes	
10	72	Stelco Construction, LLC	Design, Construct and Delivery of Manufactured Homes	
11	65	Rock Gap	Design, Construct and Delivery of Manufactured Homes	Priority 1
12	60.75	Barton Southwest Builders, Inc.	Design, Construct and Delivery of Manufactured Homes	
13	56	Sturdy Homes	Design, Construct and Delivery of Manufactured Homes	
14	55.25	Hemp Tech Designs, LLC	Design, Construct and Delivery of Manufactured Homes	
15				
16				

**DCD-CHID ARPA Housing
Contractor List
Final Score Selection
February 28, 2024**

	Contractors	Type	Presentation Topics						Avg Total
			1 - Your Team	2 - Deliverable Goals	3 - Strategy Approach	4 - Funding Timeframe	5 - Projected Unit Cost	6 - Over Projected Project Cost	
1	Indigenous Design Studio+Architecture	Modular	26	19	14	14	9	9	91
2	Homes Direct	Manufactured	24	20	15	14	10	8	91
3	AG Solutions	Manufactured	28	18	12	14	8	7	87
4	Bitco Corporation	Modular	26	19	13	12	7	8	85
5	Arviso Construction	Stick Build	27	17	12	12	6	6	80
6	American First Solutions, LLC	Stick Build/Modular	23	16	13	13	8	7	80
7	LAM Corporation	Stick Build/Modular	25	16	13	11	6	5	76
8	LSA, LLC	Stick Build	19	9	8	8	4	3	51

**DCD-CHID ARPA Housing
Contractor Interview Presentation
February 27, 2024**

	Presentation Topics	Contractors							
		Home Direct	AFS	BIT CO	LAM	AGS	IDSA	AC	LSA
1	Your Team (30)	20	20	30	29	30	30	30	20
	Who are the dedicated team members: What Team Member will be managing each division of the project delivery? How much time will Team Member dedicate to the project deliverables? What sustainability accreditations and certifications do you hold? What self-service reporting tools are available to us?								
2	Deliverable Goals (20)	20	18	19	18	20	20	18	15
	a. Delivery No. 1 Project Programming b. Delivery No. 2 Design Phase if recommended c. Delivery No. 3 Construction Unit Delivery Suppliers								
3	Strategy Approach (15)	15	13	15	15	14	15	15	12
	Programming Design Construction (Stick Frame, Modular, Manufactured) On-site Shipping/Setup Inspection/Occupancy Warranty Risk Management Homeowners Training								
4	Funding Timeframe (15)	15	12	15	14	15	15	14	10
	Obligations Deliverable for each project Divisions Number of Units per Quarter Provide a timeline for our outlined deliverables								
5	Projected Unit Cost (10)	10	8	9	9	10	10	8	5
	Cost Per-Unit List all services and features included in the proposed pricing								
6	Over Projected Project Cost (10)	8	7	10	9	10	10	9	8
	Project estimate for over 200 units								
Total:		88	78	98	94	99	100	94	70

Interviewer Max Bighorse 2/28/2024

**DCD-CHID ARPA Housing
Contractor Interview Presentation
February 27, 2024**

Presentation Topics		Contractors							
		Home Direct	AFS	BIT CO	LAM	AGS	IDSA	AC	LSA
1	Your Team (30)	27	20	20	25	25	30	25	15
	Who are the dedicated team members: What Team Member will be managing each division of the project delivery? How much time will Team Member dedicate to the project deliverables? What sustainability accreditations and certifications do you hold? What self-service reporting tools are available to us?								
2	Deliverable Goals (20)	18	10	18	15	10	20	20	5
	a. Delivery No. 1 Project Programming b. Delivery No. 2 Design Phase if recommended c. Delivery No. 3 Construction Unit Delivery Suppliers								
3	Strategy Approach (15)	15	10	10	10	10	15	10	5
	Programming Design Construction (Stick Frame, Modular, Manufactured) On-site Shipping/Setup Inspection/Occupancy Warranty Risk Management Homeowners Training								
4	Funding Timeframe (15)	15	10	8	5	10	15	10	5
	Obligations Deliverable for each project Divisions Number of Units per Quarter Provide a timeline for our outlined deliverables								
5	Projected Unit Cost (10)	8	8	8	0	8	8	5	5
	Cost Per-Unit List all services and features included in the proposed pricing								
6	Over Projected Project Cost (10)	10	4	5	2	8	10	4	0
	Project estimate for over 200 units								
Total:		93	62	69	57	71	98	74	35

Interviewer Patrick Dalgai 2/28/24

**DCD-CHID ARPA Housing
Contractor Interview Presentation
February 27, 2024**

Presentation Topics		Contractors							
		Home Direct	AFS	BIT CO	LAM	AGS	IDSA	AC	LSA
1	Your Team (30) Who are the dedicated team members? What Team Member will be managing each division of the project delivery? How much time will Team Member dedicate to the project deliverables? What sustainability accreditations and certifications do you hold? What self-service reporting tools are available to us?	25	25	30	25	30	20	25	25
2	Deliverable Goals (20) a. Delivery No. 1 Project Programming b. Delivery No. 2 Design Phase if recommended c. Delivery No. 3 Construction Unit Delivery Suppliers	20	20	20	20	20	15	15	10
3	Strategy Approach (15) Programming Design Construction (Stick Frame, Modular, Manufactured) On-site Shipping/Setup Inspection/Occupancy Warranty Risk Management Homeowners Training	15	15	15	15	10	10	10	10
4	Funding Timeframe (15) Obligations Deliverable for each project Divisions Number of Units per Quarter Provide a timeline for our outlined deliverables	15	15	15	15	15	15	10	10
5	Projected Unit Cost (10) Cost Per-Unit List all services and features included in the proposed pricing	10	10	5	5	5	10	5	5
6	Over Projected Project Cost (10) Project estimate for over 200 units	10	10	10	5	5	10	5	5
Total:		95	95	95	85	85	80	70	65

Interviewer: Rita M. Begay 2/28/24

**DCD-CHID ARPA Housing
Contractor Interview Presentation
February 27, 2024**

Presentation Topics		Contractors							
		Home Direct	AFS	BIT CO	LAM	AGS	IDSA	AC	LSA
1	Your Team (30)	25	25	25	20	25	25	28	15
	Who are the dedicated team members: What Team Member will be managing each division of the project delivery? How much time will Team Member dedicate to the project deliverables? What sustainability accreditations and certifications do you hold? What self-service reporting tools are available to us?								
2	Deliverable Goals (20)	20	15	20	10	20	20	15	5
	a. Delivery No. 1 Project Programming b. Delivery No. 2 Design Phase if recommended c. Delivery No. 3 Construction Unit Delivery Suppliers								
3	Strategy Approach (15)	15	13	10	10	15	15	13	5
	Programming Design Construction (Stick Frame, Modular, Manufactured) On-site Shipping/Setup Inspection/Occupancy Warranty Risk Management Homeowners Training								
4	Funding Timeframe (15)	10	12	10	10	15	10	13	5
	Obligations Deliverable for each project Divisions Number of Units per Quarter Provide a timeline for our outlined deliverables								
5	Projected Unit Cost (10)	10	5	5	10	10	8	5	2
	Cost Per-Unit List all services and features included in the proposed pricing								
6	Over Projected Project Cost (10)	5	5	0	5	5	5	5	0
	Project estimate for over 200 units								
Total:		85	75	70	65	90	83	79	32

Interviewer Sarah Slim 2/28/24

**Request for
Qualifications
(RFQ) No. DCD-CHID-
2023-02-ARPA**

Architectural and Engineering Services

**NAVAJO PRIORITY NO.1 FIRM:
CERTIFICATION # 0423-8695**

2023



**Indigenous Design Studio
+ Architecture**

COPY

TABLE OF CONTENTS

Indigenous Design Studio + Architecture

ADDRESS

8008 Pennsylvania Cir NE,
Albuquerque, NM 87110

p 505.226.2565

f 505.226.2566

www.ids-a.com

01

COVER LETTER

02

PROJECT APPROACH

03

ORGANIZATIONAL
CHART

04

FIRM TEAM

05

QUALITY CONTROL

06

EXPERIENCE

07

CAPACITY

00

ADDENDUM

Wednesday, December 27, 2023



Attn: Mr. Patrick Dalgai
Department Manager II
Community Housing and Infrastructure Department (CHID)
Administration Building No. 2, Window Rock Blvd
Window Rock, Arizona 86515

Re: Request for Qualifications (RFQ) No. DCD-CHID-2023-02-ARPA

Dear Mr. Dalgai and the Selection Committee,

We are pleased to respond to the above mentioned RFQ. We are a IDIQ, Priority One company that is currently building homes with our partners, at the decommissioned former Navajo Nation Generating Station "NNGS" in Lechee Chapter, Arizona, minutes from the Chapter House. We are building homes now and can start delivering them to the Navajo Nation tomorrow! NNGS was a utility owned coal fired power plant which we converted parts of it to build our Hozhoni Homes/Zenni Homes.

You will see in our response why we are unique: we currently employ over 110 Navajo Nation employees/citizens that we recruited after they were laid off when the power plant was shuttered. We are well on our way to employing 500 Navajo Nation citizens, practically erasing the loss of high paying jobs due to the closing of the power plant. WE ARE BUILDING INCREDIBLE HOMES, BY NAVAJO, ON NAVAJO, PAYING NAVAJO NATION TAXES AND CONVERTED THE FORMER PLANT TO A GREEN FACILITY AND WE ARE DOING THAT NOW.

In our response we want to emphasize that:

1. We have a 75 year lease to build factory built homes at NNGS, signed, and approved by the Navajo Nation President and in accordance with Navajo Nation laws and the Navajo Nation Department of Justice.
2. We are in production and delivering homes to developers. We build a home every day and are working to build a home every 30 minutes.
3. We meet and have all licensing requirements from the federal government and relevant states. We meet and exceed all building codes, construction protocols and exceed HUD requirements.
4. We have a solid team of professionals from experienced architects, general contractors, and home builders.
5. We can provide and deliver hundreds of homes now.
6. Our homes are tailored to the Navajo Nation needs with its kitchens, color palettes and design. We design and build for longevity, sturdiness, and Navajo Nation climate.
7. As mentioned, we are a Navajo Nation employer and all jobs at our facility are high paying jobs. We are proud to re-employ a fantastic, trained workforce.
8. Our factory built homes are also priced well below federal HUD per square foot prices and allowances therefore allowing the ARPA housing budget to secure more affordable housing for the citizens of the Navajo Nation.

IDS+A acknowledges the receipt of (RFQ) No. DCD-CHID-2023-02-ARPA ADDENDUM 1 and 2. Thank you in advance for the review of our submission and remain at the selection committee's disposal.

Sincerely,

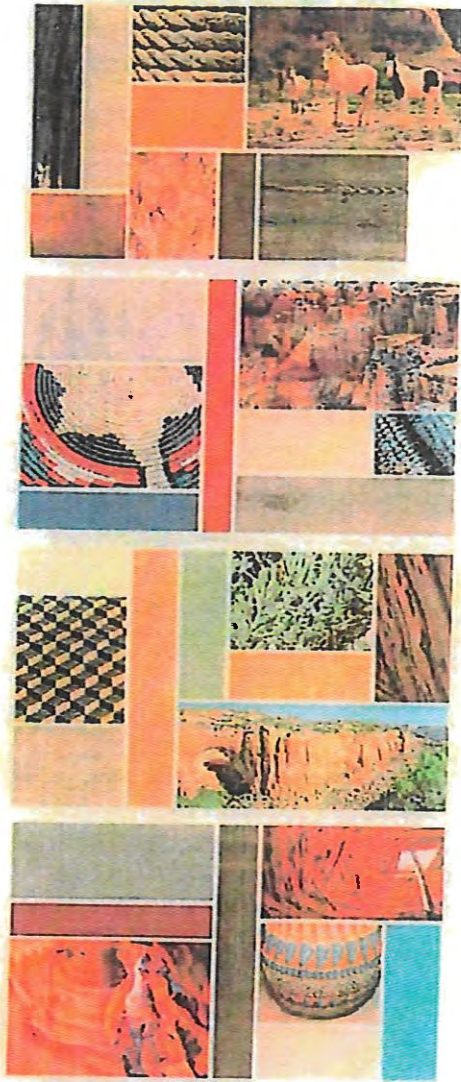
Tamarah Begay, AIA, NCARB, AICAD, CDT, LEED AP BD+C
President/CEO
Registered Architect, New Mexico [005192]

02

Project Approach

PROJECT APPROACH

INTERIOR COLOR SCHEME CONCEPT



Project Approach

We strive to instill the Native American cultural identity within the communities and facilities we design. We have worked with many different tribes and all seek to communicate a sense of their cultural identity in the planning, physical form, and contextual response to the local environment in a way that is respectful and unique to their community. We recognize what while not all tribes are common in their traditional beliefs and customs; there are commonalities during the early stages of design that ultimately become a part of the design solution. We work directly with our clients and include them in the decision making process where appropriate.

Impact the IDS+A Team will have on Navajo Nation:

- Provide Housing Solutions Now
- On Navajo / For Navajo
- Use Green / Sustainable Design
- Impact to Navajo Taxes
- Ability to provide STEM Field Jobs to Navajo
- One Stop Shop (Planning/Design, Manufacturing and Transportation of the Modular Homes)

IDS+A will work directly with the NNDCCD Community Housing and Infrastructure Department, as project manager and development manager, to ensure that the needs of the community are understood and reflect the cultural values and identity of the Navajo Nation. ZenniHome will fabricate the modular homes, tailored to the Navajo Nation needs with its kitchens and amening utilities, either for multi-family or single family use, 12 homes are currently ready to load onto trucks. Willmeng will transport these homes all over Navajo Nation, who are familiar with working on Navajo and and has the means to reach rural and scattered sites, where they will supervised the installation on site.

IDS+A's Team also understands the need to work fast and effienently when it comes to ARPA funding. Currently, IDS+A is on DCD IDIQ On-Call and understands that Navajo will need the team to be ready to start getting homes built and transported as soon as the project starts. Our current experience with the IDIQ On-Call has given the IDS+A team insight of what to expect in regards to scheduling.



PROJECT APPROACH



Sustainability

IDS+A values quality design that considers our resources and responsible energy use and life cycle considerations. Depending on the scope of the project, we are excited to incorporate sustainable practices where it makes sense. We take the approach of using passive methods of energy performance and material selection before considering options for active methods which can include mechanical systems and advanced materials and controls. Our team also includes two LEED accredited professionals who have used this certification for prior projects.



Community Participatory Planning Process

IDS+A puts a high priority on community engagement, as a core focus that can be implemented throughout any phase of the project. While not every project is afforded the opportunity to incorporate community input, our process is more about the nature of collaboration and being open-minded to finding the right solution together. Keeping the community in mind throughout the design process builds an effective dialogue between the designers and the end-users, creating a shared understanding of places and their potential. Community-led design where integration happens from the beginning and is sustained throughout the life of a project always produces the best results. Throughout our firm's history we have conducted community charrettes, trainings, and design activities to capture unique ideas and create a sense of ownership for the community in their built spaces.



Experience with Engagement

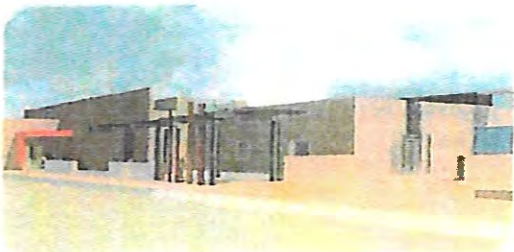
IDS+A has worked in a number of capacities to become recognized as a leader in working with communities in a hands-on approach and listening to the stories of the people and the land. Through experience in teaching about architecture and design, Tamarah Begay and her firm have led community involvement initiatives to teach how traditional indigenous structures and indigenous thinking can inform how contemporary buildings can be better designed. Throughout the design process we encourage ways to get the community involved in learning about the design process and how to help build the vision and decision making for their project. For the NNDCCD-CHID APRA Housing Project, IDS+A's Team has already started community involvement with youth, elders and traditional leadership by providing showroom tours and meetings.



Cultural Sensitivity

Designing facilities for Native American people is a highly specialized and demanding discipline. We recognize the importance of comprehensive and culturally relevant planning and design to serve the Navajo Nation. Our team offers unparalleled experience in working with Native American communities.

The incorporation of the indigenous planning principles is important in helping people feel "at home" in what they might perceive as an uncomfortable or intimidating environment. We seek to reinforce a feeling of pride among the members of the community by integrating them throughout the process of the design and planning of their communities. Our process is to have a dialogue between the communities that will bring a sense of pride and a harmonious environment.



Cultural sensitivity is about having respect for the people, the land, the plants and animals, the cultural, and the history of the place. We understand that all walks of life play a vital role in sculpting a community's vision, and we have learned to listen to the stories of the youth, adults and elderly. Our mission is to listen to these stories and integrate them into culturally appropriate, innovative, and sustainable communities.

03

Organizational Chart

INDIGENOUS DESIGN STUDIO + ARCHITECTURE



2018

Ranked #2 New Mexico
Indian-Owned Business



2019

NNES Business of the
Year



2019

Ranked #6 Fastest
Growing Business in New
Mexico



2021

AIA ABQ Design Award
NTU Chile Instructional
Building



2021

Ranked #12 Largest
New Mexico Business

Location of Services Performed:

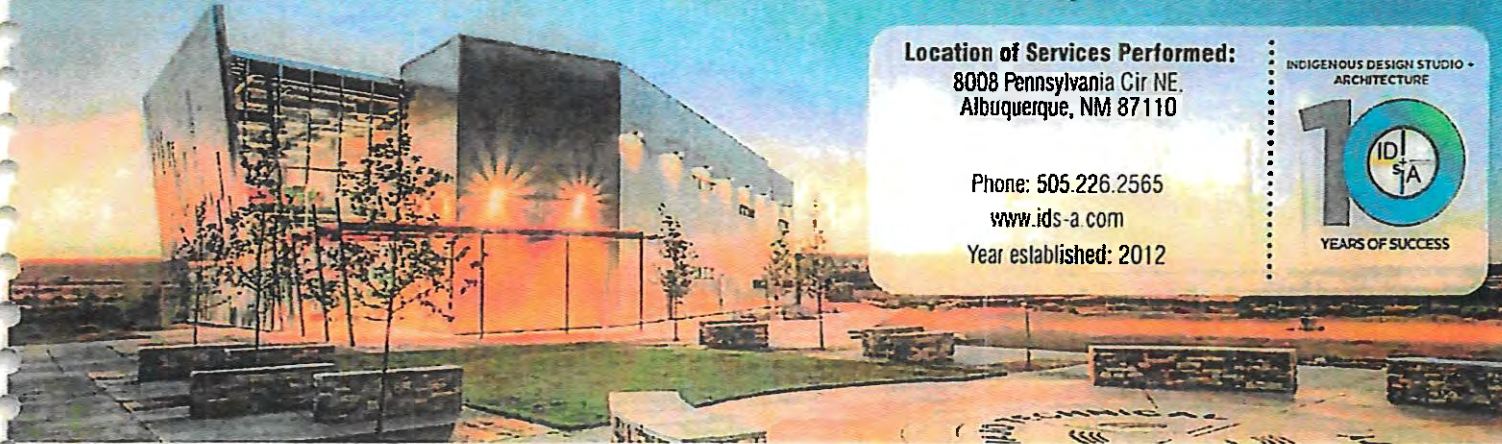
8008 Pennsylvania Cir NE,
Albuquerque, NM 87110

Phone: 505.226.2565

www.ids-a.com

Year established: 2012

INDIGENOUS DESIGN STUDIO +
ARCHITECTURE



In 2012, Indigenous Design Studio + Architecture (IDS + A) was established by Tamarah Begay as the first Navajo woman-owned architectural firm in Albuquerque, NM. IDS + A was created to provide culturally unique, sustainable and innovative designs that encompass natural surroundings while preserving history and culture. IDS + A has built its design process around bringing ideas and creativity through a collaborative approach and by helping to tell the unique story that each project holds. Each community's individual identity drives each project's plan, physical form, and contextual response to their environment. IDS + A staff of Architects, Project Managers, and Project Coordinators come from diverse backgrounds and tribal communities. We believe in communicating a sense of cultural and historical vestige in the planning and design of spaces within the local environment that honors, respects and celebrates the uniqueness and diversity found in the communities that we are a part of. As designers, planners and architects we strongly practice and advocate for equality and sustainability in our designs.

EMPLOYEES | 12 TOTAL

Principal-in-Charge | Tamarah Begay, AIA, NCARB, AICAE, CDT, LEED AP, BD + C | NM License # - 005192

Associate / Architect | Theodore Edaakie, AIA, NCARB, AICAE | NM License # - 005866

Architect | Jan Tifrea, AIA, NCARB, AICAE, LEED AP | NM License # - 005646

Operations Manager | James Reyes

Project Manager | Nathan Wero, NCARB, CSI-CDT

Intern Architect | Sinclair Norris, AICAE

Intern Architect | Andres Gallegos, Associate AIA, AICAE

Intern Architect | Trevina Martínez, AICAE

Intern Architect | Jessica Solis, AICAE

Intern Architect | Ashwan Moquino, AICAE

Community Facilitator | Charlotte Begay

Marketing Coordinator | Brogan Quintana

OUR PRACTICE

Quality

Advocating for the client by delivering service that is honest and fair, and providing design that is sensitive to culture and the environment

Cost Conscious

Our responsibility and priority is to deliver our best work, yet remain aware and vigilant of cost Considerations

Sustainability

Creating places for today while looking to the future by learning from the past

Commitment to Communities

It's not only about designing communities, it's about working with the communities.

WHAT WE DO

Architecture + Design

- Architecture
- Design/Build
- LEED - Sustainable Design
- Healthcare
- Interior Design
- Project Management
- Construction Administration
- Record Drawings
- Site Analysis
- Indigenous Design & Planning
- Cultural Consulting
- Building Information Modeling (BIM)
- 3D Modeling and Sketching

Planning

- Master Planning
- Land Use Planning
- Spatial Planning
- Programming
- Feasibility Studies

Existing Building Services

- Facility Assessments
- Existing Building Renovations

Training & Facilitation

- Interior Renovations
- Economic Development Training
- Community Participatory Design & Facilitation

TEAM ORGANIZATIONAL CHART

Request for Proposal Architectural and Engineering Services
RFQ NO DCD-CHD-2023-02-ARPA HOUSING



PRIME ARCHITECTURAL FIRM

Timorok Begly AIA, NCARB, AICAE, CDT, LEED AP BD+C+
Responsible/Designer/Architect of Record
NCARB license # 75,317
NM license # 005192

Theodora Edwards AIA, AICAE, NCARB +
Project Architect
NCARB license # 93,595
NM license # 005866

Nathan Wilson NCARB, CSI-CDT +
Project Manager

Shelley Harris AICAE +
Project Coordinator/Interior Design

ZENNIHOME LIVING TRANSFORMED SUBCONSULTANT EXPERTISE

Bob Wootley
CEO and Founder

Mark Connor
VP of Operations

Frederic Lopez
VP of Engineering

Brandon Mac +
Quality Assurance Manager

willmeng SUBCONSULTANT EXPERTISE

James Murphy
CEO

Eric Shephard
Market Leader

David Blankenship
Director of Operations

Rob Wilson
Preconstruction Director

Greg Jones
Project Executive

Kath Sabia
Partner

Tony Gardner
Superintendent

Coy Rogers +
Field Engineer

NAVAJO + | NATIVE AMERICAN +



04

FIRM TEAM



Principal-In-Charge
TAMARAH BEGAY

AIA, NCARB, AICAE, CDT, LEED AP BD+C

Tamarah is the Founder of Indigenous Design Studio + Architecture (IDS+A), a 100% Native American Woman-Owned architectural and planning firm. Ms. Begay has over 19 years of experience working with Native American tribes across the country by connecting culture, language, and tradition through design. Her firm was established on the principles of listening to the stories of the people, the land, and engaging the community throughout the design process. Tamarah is committed to educating clients on the importance of embracing Indigenous values of design and planning. She is also committed in supporting minorities in particular Native Americans in architecture & planning and related fields, through business opportunities and professional development. Ms. Begay is currently the President of the American Indian Council of Architects + Engineers (AICAE).

EDUCATION

- » Master of Architecture / University of New Mexico
- » Bachelor of Arts in Architecture / University of New Mexico

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- » Registered Architect: New Mexico #5192; Arizona #54592; Utah #9633363-0301; Colorado #00404286; Nevada #7577
- » National Council of Architectural Registration Board (NCARB), Certificate #117498, 2006
- » LEED AP BD + C, ID# 10400450
- » Certified Construction Document Technologist, 2007
- » Founder and Board Member, American Indian Council of Architects and Engineers (AICAE)
- » Member, United States Green Building Council, 2009
- » Appointed Member, American Institute of Architects National Diversity Council, 2012

RELEVANT EXPERIENCE

- » Hopi First Mesa Housing Development, Polacco, AZ
- » NN Employee Housing Program Development, Window Rock, AZ
- » NHA On-Call Service - NM15-43 Crownpoint (30 Unit) and NM15-47 Crownpoint (50 Unit), Crownpoint, NM
- » Modernization NM15-032 46 Public Rental Units, Ojo Amarillo, NM
- » Zuni Housing Authority A/E On-Call Services Five Sites, Zuni, New Mexico
- » Zuni Housing Authority A/E On-Call Services Roof Design, Zuni, New Mexico
- » NISN DEAP Master Plan, Navajo, NM
- » Tse'ii'ahi' Chapter Head Start; Tse'ii'ahi, NM
- » Kayenta Chapter Multi-Purpose Center; Kayenta, AZ
- » San Carlos + Bylas Headstart Early Childhood Education Building; San Carlos, AZ
- » Iyanbito Chapter Multi-Purpose Building; Iyanbito, NM



TRIBAL BACKGROUND
NAVAJO



Associate / Architect

THEODORE EDAAKIE

AIA, AICAE, NCARB

Theo delivers a thoughtful approach to project management with attention to detail; this project leadership has included working with large teams that span multiple offices across the country. Theo has expertise in managing project teams, coordination and production of design documentation, Building Information Modeling (BIM) management, design visualization/rendering and video production, development of contracts, and maintaining positive relationships with all team members and clients. Also important to Theo is actively advocating for diversity in the field of architecture through his volunteer/community involvement as Vice President of the national, non-profit American Indian Council of Architects and Engineers (AICAE), NCARB's Licensure Advisory Forum and selected as part of the inaugural candidates of AIA Albuquerque's Christopher Kelley Leadership Development Program (CKLDP).

EDUCATION

- » Master of Architecture / University of New Mexico, 2015
- » Bachelor of Arts in Architecture / University of New Mexico, 2012

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- » Registered Architect: New Mexico #5866
- » National Council of Architectural Registration Board (NCARB)
- » Vice President, American Indian Council of Architects and Engineers (AICAE), 2019
- » Member, American Institute of Architects (AIA)
- » Committee Member, National Council of Architectural Registration Boards (NCARB) Licensure Advisory Forum

RELEVANT EXPERIENCE

- » Hopi First Mesa Housing Development, Polacco, AZ
- » NN Employee Housing Program Development, Window Rock, AZ
- » NISN DEAP Master Plan, Navajo, NM
- » Kin Dah Lichii Chapter Head Start; Kin dah Lichii, AZ
- » Tse'ii'ahi' Chapter Head Start; Tse'ii'ahi, NM
- » Kayenta Chapter Multi-Purpose Center; Kayenta, AZ
- » San Carlos + Bylas Headstart Early Childhood Education Building; San Carlos, AZ
- » Iyanbito Chapter Tract Master Plan; Iyanbito, NM
- » Kaibeto Creek Ind. Living Center; Kaibeto, AZ
- » NN Bathroom Additions; Various Locations, Navajo Nation, AZ / NM



TRIBAL BACKGROUND
TSLETA PUEBLO / ZUNI PUEBLO



Project Manager

NATHAN WERO

CSI-CDT, NCARB

Mr. Wero has over 24 years of experience in planning and architectural designs commercial and residential projects throughout the southwest region of the United States. Nathan has developed into a highly skilled designer and project manager where he has completed planning and feasibility reports, working with the community through design workshops, coordinating with Owners and other Design Consultants-Engineers through all phases of design and construction including programming, and managing budgets. Nathan also has many years of experience in Construction Administration in preparing technical drawings and specifications, coordination of owner procurement requirements for the bidding phase, selection of contractors, project management from pre-construction phase to warranty close out.

EDUCATION

- » Master of Architecture / University of New Mexico, 1996
- » Bachelor of Arts in Architecture / University of New Mexico, 1993

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- » CSI-CDT, Construction Specifications Institute, Construction Document Specialist
- » National Council of Architectural Registration Board (NCARB)
- » Member, American Indian Council of Architects and Engineers (AICAE)

RELEVANT EXPERIENCE

- » NHA On-Call Service - NM15-43 Crownpoint (30 Unit) and NM15-47 Crownpoint (50 Unit), Crownpoint, NM
- » Modernization NM15-032 46 Public Rental Units, Ojo Amarillo, NM
- » Zuni Housing Authority A/E On-Call Services Five Sites, Zuni, New Mexico
- » Zuni Housing Authority A/E On-Call Services Roof Design, Zuni, New Mexico
- » NISN DEAP Master Plan, Navajo, NM
- » Tse'ii'ahi' Chapter Head Start; Tse'ii'ahi, NM
- » Kayenta Chapter Multi-Purpose Center; Kayenta, AZ
- » San Carlos + Bylas Headstart Early Childhood Education Building; San Carlos, AZ
- » Navajo Technical University Chinle Campus Master Plan; Chinle, AZ
- » Navajo Nation 10 Chapters Feasibility Study; Navajo Nation, AZ and NM, Various Locations on the Navajo Nation



TRIBAL BACKGROUND

NAVAJO



Intern Architect

SINCLAIRE NORRIS

AICAE

Sinclair has several years of experience working with IDS+A which began during her undergraduate education at the University of New Mexico where she completed her Bachelor of Arts in Architecture. As an intern architect she has contributed to many projects where she assists the Principal-In-Charge in management of contracts, firm management, and working with Project Architects during all stages of design. Her core focus in design is Interior Design where she is central to selection of finishes, color palettes, development of technical specifications and instilling a connection between the overall design concepts and the interior environments. Being a member of the Navajo Nation, she was involved in her Navajo culture and beliefs through her upbringing. This has continued to inspire Sinclair to give back to communities, like the ones she grew up on, through design.

EDUCATION

- » Bachelor of Arts in Architecture / University of New Mexico, 2016

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- » Member, American Indian Council of Architects and Engineers (AICAE)

RELEVANT EXPERIENCE

- » NHA On-Call Service - NM15-43 Crownpoint (30 Unit) and NM15-47 Crownpoint (50 Unit), Crownpoint, NM
- » Modernization NM15-032 46 Public Rental Units, Ojo Amarillo, NM
- » Zuni Housing Authority A/E On-Call Services Five Sites, Zuni, New Mexico
- » Zuni Housing Authority A/E On-Call Services Roof Design, Zuni, New Mexico
- » San Carlos + Bylas Headstart Early Childhood Education Building; San Carlos, AZ
- » Tse'ii'ahi' Chapter Head Start; Tse'ii'ahi, NM
- » Former Bennett Freeze Economical Growth and Feasibility Study, Various Locations of the Navajo Nation
- » Bisti Navajo Mine, Bisti, NM
- » Navajo Nation Employee Housing Model Building
- » Navajo Housing Authority A/E On-Call Services, Physical Needs Assessment of Housing, NM
- » Mariano Lake Chapter Multipurpose Addition and Renovation; Mariano Lake, NM
- » Mescalero Indian Hospital Renovation, Mescalero, NM
- » Hopi EMS Design Build, Polacco, AZ



TRIBAL BACKGROUND

NAVAJO



CEO and Founder
BOB WORSLEY



Bob Worsley, a retired Republican State Senator from Mesa (2012-2019), boasts an extensive professional journey. Bob was named by Arizona Capitol Times as "2018 Legislator of the Year" along with numerous other distinctions for his service in the Arizona Senate. As a former Price Waterhouse CPA, he founded SkyMall in 1989, eventually selling it to Rupert Murdoch. Subsequently, Worsley established NZ Legacy, engaging in real estate, energy, and mineral projects since 2002, including an \$80 million 27-MW biomass energy plant. His foray into innovative housing began in 2018 with ZenniHome (www.zennihome.com). The startup pioneers modern, steel-framed micro homes with net-zero energy, robotic furniture, and smart home technology. These stackable, factory-built homes ship worldwide like cargo containers, transforming living spaces with adaptability and abundant natural light.

EDUCATION

- » Bachelor Accounting / Brigham Young University, 1980

RELEVANT EXPERIENCE

- » Republican Arizona State Senator
- » CPA with Price Waterhouse in 1980
- » Founded SkyMall, a company taken public in 1996
- » Founded NZ Legacy, a company that has been actively involved in real estate, energy, and mineral developments since 2002.
- » Denizen
- » Citizen



VP of Operations
MARK CORMIER



Mark Cormier worked as a Manufacturing Engineer at Vanity Fair Corp where he assisted senior engineers and learned construction project management. Mark also worked for Sara Lee Corp where he supervised an engineering group and oversaw new factory buildings. Mark was then later promoted to Director of Manufacturing where he administered six manufacturing plants. Mark worked for the Mesa Police Department as a detective where he worked on numerous assignments. Mark owned and operated Lake Powell Motel, a small motel and apartment business alongside Escalante Jeep Tours along the same location.

RELEVANT EXPERIENCE

- » Designed and set up factories in the US and South America.
- » Denizen
- » Citizen



VP of Engineering
ROSENDO LOPEZ



Rosendo Lopez is a passionate entrepreneur with a deep-rooted commitment to affordable housing. His foundational training as a Machinist Mate in the United States Navy not only honed his technical and leadership skills but also provided him with advanced engineering training. Later, he pioneered a sustainable approach in the construction industry by owning and operating a manufacturing plant that transformed fly ash into eco-friendly building blocks. Under his leadership, the plant supplied materials that contributed to the construction of over 500 homes. Rosendo's vision has always been clear: to make housing accessible and affordable for all."

RELEVANT EXPERIENCE

- » Denizen
- » Citizen

Quality Assurance Manager
BRANDON NEZ



Brandon Nez has over 17 years of Industrial and commercial construction experience combined. For the past 7 years he worked for a general contractor supervising projects. Before that he's traveled all over the US gaining knowledge and experience in several different fields of industrial construction.

RELEVANT EXPERIENCE

- » Denizen
- » Citizen

INTERTEK will act as the Independent Third-Party Inspection/Audit Agency for this facility.



CEO
JAMES MURPHY

Willmeng

4 YEARS AS A CIIC SPEAKER

In his current role as CEO, James is heavily focused on leveraging our team of specialized building experts, intentionally designed for a diversity of market types, to successfully execute all phases of the project. Through accurate and reliable pricing and planning during preconstruction, to speed-to-market strategies during construction, James employs an innovative approach to provide quality and value to the clients and resources to accomplish that for the team. He is known for being an unconventional solution seeker, resulting in multiple excellent outcomes and industry-leading fast track schedule commitments that have been delivered on time. James is actively involved with Construction in Indian Country (CIIC) and has served as a speaker at their annual conference for the last four years. He has a deep understanding and offers insights and practical solutions for overcoming the logistical, staffing, and safety challenges associated with construction projects in remote Tribal communities. This collaborative platform has allowed James to connect with industry experts and tribal representatives to share knowledge, strategies, and best practices, aiming to enhance the quality of construction management on tribal lands. The involvement of diverse stakeholders reflects a holistic approach to tackling the unique complexities faced in these construction projects, and James emphasizes the importance of community engagement, innovative logistics solutions, and rigorous safety protocols.

EDUCATION

- » Arizona State University, Master of Science, Construction Management, School of Engineering and Applied Sciences
- » Arizona State University, Bachelor of Science, Construction Management, Del E. Webb School of Construction

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- » Sun Devil 100, ASU Alumni Association 2020
- » Phoenix Business Journal: Most Admired Leader, 2022
- » Induction: Academy of Distinguished Alumni for ASU School of Sustainable Engineering and the Built Environment, 2022
- » Construction in Indian Country speaker and sponsor
- » ASU Del E Webb School of Construction Associate Faculty member, teaching Field Leadership

RELEVANT EXPERIENCE

- » San Carlos Apache Healthcare Skilled Nursing & Long Term Care Facility | San Carlos Apache Reservation, AZ \$96,442,027 | 135,167 SF
- » San Carlos Apache Health Care Clarence Wesley Health Clinic | Bylas, AZ \$24,843,698 | 36,000 SF
- » The Common | Phoenix, AZ \$36,742,556 | 207,681 SF multi-family residential project includes 130 apartment units, ground-floor retail, underground parking, high-end lobby, a clubhouse, a fitness center, and an amenity deck with a swimming pool.
- » ECO Mesa Apartments | Mesa, AZ \$38,000,000 | 179,227 SF | The seven-story, 102 residential unit, mixed-use building.



Market Leader
ERIC SHEPHERD

Willmeng

29 YEARS OF NATIVE AMERICAN WORK

Eric is a highly motivated individual who is deeply committed to supporting Native American communities. He has a passion for working on projects that are often seen as challenging by others, as he believes these projects offer unique opportunities for growth and development. With over 29 years of experience working with Native communities, Eric brings a wealth of knowledge and expertise to each project he undertakes. His dedication to these communities is truly inspiring, and his work is a testament to his unwavering commitment to making a positive impact within Native communities. Eric has worked on many projects, including multi-family and single-family homes, medical facilities, schools, aviation, heavy industry, and public safety. The knowledge and expertise that he brings to the table will be extremely valuable for the successful completion of this project. He deeply understands the significance of involving all the stakeholders at the earliest possible stage, ensuring that everyone's concerns and requirements are effectively addressed. In addition, Eric is committed to developing young talent and creating high-performing teams capable of navigating change and seizing new opportunities.

EDUCATION

- » AIT, Bachelor of Science, Computer Aided Design and Construction

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- » AZ B-1 & A-11 Licenses
- » Procore Certified
- » OSHA 30 HR
- » CIIC (Construction in Indian Country) Advisory Board Member

RELEVANT EXPERIENCE

- » 29 Years of Native American
- » San Carlos Apache Healthcare Skilled Nursing & Long Term Care Facility, San Carlos Apache Reservation, AZ | 135,167 SF
- » San Carlos Apache Health Care Clarence Wesley Health Clinic, Bylas, AZ | 36,000 SF
- » KISI Site Development & Infrastructure 1A and 1B, Yocha-Dehe Winton Nation, Davis, CA | 40-acres
- » TOKA Multifamily Site, Sells, AZ | 15 Acres

Additional Projects

- » Dilkon Health Center Multi-Family and Single-Family, Dilkon, AZ* | 24 Acres
- » The Bluffs Senior Living Multi-Family, Flagstaff, AZ | 12 Acres
- » NHA, Toloni Lake Multi-Family, Toloni Lake, AZ
- » NHA, Cornfields Single Family Homes, Cornfields, AZ
- » NHA, Mageezi Single Family Homes, Negeezi, NM



Director of Operations
DAVID BLICKENDERFER



YEARS OF NATIVE AMERICAN WORK
 10+ YEARS

David has fulfilled multiple capacities in his career including positions as a Project Engineer, Estimator, Superintendent, Project Manager, Licensed General Contractor, and currently the Director of Operations for Willmeng Construction. Dave is driven by the challenge to influence a positive and productive culture where all team members are excited about their contributions to the company and the success of its partners. At Willmeng, Dave combines his relational focus with his experience as a builder to integrate departments and implement company controls.

EDUCATION

- » Montana State University-Bozeman, Bachelor of Science, Construction Engineering Technology
- » Consumnes River College, General Education
- » Napa Valley College, General Education

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- » LEED AP

RELEVANT EXPERIENCE

- » KISI Site Development & Infrastructure 1A and 1B, Yocha-Dehe Winton Nation | Davis, CA \$44,000,000 | 40-acres
- » Sacred Oaks Healing Center, Indian Health Services | Davis, CA \$22,000,000 | 30,000 SF
- » Kayenta Staff Quarters DB, Indian Health Services | Kayenta, AZ \$48,000,000
- » Phoenix Rising Investment Suite 200 Spec TI | Phoenix, AZ \$2,204,798 | 23,745 SF

Additional Projects

- » Kearns Canyon Staff Quarters | Kearns Canyon, AZ \$6,000,000
- » Chinte Staff Quarters | Chinte, AZ | \$6,000,000



Preconstruction Director
ROB UHLORN



YEARS OF NATIVE AMERICAN WORK
 25+ YEARS

As Preconstruction director, Rob works closely with the team on all budgeting, scheduling, and project coordination. His responsibilities are focused on the preconstruction phase including estimating, options analysis, and constructability review, assuring that the project will be estimated the way it will actually be built. Throughout the design process, Rob is responsible for maintaining the budget with accurate and reliable estimates, while maintaining the programs requirements and design intent.

EDUCATION

- » Boise State University, Bachelor of Science, Construction Management

RELEVANT EXPERIENCE

- » Winslow Healthcare Staff Quarters | Flagstaff, AZ (Previous Experience)
- » Sacred Oaks Healing Center, Indian Health Services | Davis, CA
- » San Carlos Apache Health Care Clarence Wesley Health Clinic | Bylas, AZ
- » San Carlos Apache Healthcare Skilled Nursing & Long Term Care Facility | San Carlos Apache Reservation, AZ
- » KISI Site Development & Infrastructure 1A and 1B, Yocha-Dehe Winton Nation | Davis, CA



Project Executive

GREG FREW

As Project Executive, Greg oversees and directs the preconstruction and construction efforts and provides executive leadership during all phases of the project. Greg has completed multiple Native American as well as multi-family projects and understands the associated expectations and standards. His experience and knowledge with public and private sector projects, along with 20 years of construction experience will be a tremendous asset to the Navajo Nation - ARPA Housing project. He will encourage positive communication between the design team and project representatives and provide project oversight throughout all phases of the project.

EDUCATION

- » University of Connecticut, Bachelor of Science, Business Management

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- » Autodesk Revit

RELEVANT EXPERIENCE

- » San Carlos Apache Health Care Clarence Wesley Health Clinic, Bylas, AZ | 36,000 SF
- » NAU Allen Hall, Flagstaff, AZ | 90,315 SF
- » NAU Wilson Hall, Flagstaff, AZ | 89,825 SF
- » Whiteriver USD Alchesay High School Phase 6, Whiteriver, AZ | 10,000 SF
- » Whiteriver USD Alchesay High School Phases 4 & 5, Whiteriver, AZ
- » Tuba City K-5 School, Tuba City, AZ | 80,000SF
- » Dzil Libei ES Water Upgrades, Cameron, AZ | 32,000SF
- » Dilcon Judicial Building, Dilcon, AZ | 20,000SF

Additional Projects

- » Chinle USD Concrete Repairs, Chinle, AZ
- » Whiteriver Trades Building, Whiteriver, AZ
- » Whiteriver USD Roadway Realignment, Whiteriver, AZ
- » Ganado Aquatic Center, Ganado, AZ
- » Whiteriver District Office Phase III, Whiteriver, AZ
- » Whiteriver USD Alchesay High School, Whiteriver, AZ



YEARS OF NATIVE AMERICAN WORK
20+ YEARS



Partner

KEITH SABIA

As a Willmeng vested Partner, Keith oversees and directs all operational activities, including estimating, scheduling, project management, and field management. Keith's knowledge and experience managing all aspects of a project from preconstruction through completion will ensure that your project stays on schedule and within budget. He has extensive experience constructing projects in Native American communities and has overseen several multi-family projects. He has successfully delivered projects under numerous delivery methods, including CMAR, Design-Build, Lump Sum, Cost Plus and GMP contracts.

EDUCATION

- » ITT Technical Institute, Construction Management/ Architectural Design Program Standards - Advisory Board
- » Northern Arizona University - Industry Advisory Board

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- » OSHA 30 HR
- » CPR/First Aid

RELEVANT EXPERIENCE

- » San Carlos Apache Health Care Clarence Wesley Health Clinic | Bylas, AZ \$24,843,698 | 36,000 SF
- » Antelope Canyon Visitors Center | Page, AZ \$1,164,462 | 5,000 SF
- » Pederson Trailhead Retail Development Site Work | Peoria, AZ \$15,000,000 | 131,500
- » Navajo Nation Archival Museum | Tsalie, AZ \$3,200,000 | 54,000
- » Bullhead City Fire Station 2 | Bullhead City, AZ \$4,178,329 | 10,947 SF
- » Bullhead City Fire Station 7 | Bullhead City, AZ \$5,965,669 | 120,000 SF



YEARS OF NATIVE AMERICAN WORK
10+ YEARS



Superintendent
TRACY GARDNER

Tracy will remain on-site and in charge of coordinating and supervising all field construction efforts, subcontractors and vendors. He will create and implement a project specific quality control plan and lead job-site safety requirements. He will also prepare and manage all look-ahead schedules for the team and subcontractors. Tracy will assist in end-user move-in and equipment start-up, as well as owner turnover and building occupancy, assuring that punch list and closeout happen expeditiously. Tracy is a highly-skilled, detail-oriented Superintendent with extensive experience in all phases of construction oversight. He has more than 18 years of experience in construction. He is particularly skilled at safety, quality control, and subcontractor management. As a result, he is often requested by the same client for additional projects they are building.

EDUCATION

- » Devry University, Associate of Science, Associate in Electronic Technology

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

- » Forklift Training

RELEVANT EXPERIENCE

- » San Carlos Apache Health Care Clarence Wesley Health Clinic, Bylas, AZ | 36,000 SF
- » Edgewater Condominiums, Tempe, AZ
- » Bridgeview Condos, Tempe, AZ
- » IHS Staff Housing, Chinle, AZ
- » IHS Staff Housing, Crownpoint, AZ
- » IHS Staff Housing, Keams Canyon, AZ



YEARS OF NATIVE AMERICAN WORK
10+ YEARS



Field Engineer
COY BEGAY

As the Project Engineer, Coy is responsible for reviewing all contract drawings and specifications for completeness and constructability. Coy will also review all scopes of work to ensure that all labor, material, and equipment necessary for the Navajo Nation - ARPA Housing project have been purchased and are in accordance with the contract documents.

EDUCATION

- » Northern Arizona University, Bachelor of Science, Construction Management

RELEVANT EXPERIENCE

- » San Carlos Apache Healthcare Skilled Nursing & Long Term Care Facility | San Carlos Apache Reservation, AZ \$96,442,027 | 135,167 SF
- » Division of Economic Development | Window Rock, AZ
- » Division of Natural Resources | Window Rock, AZ 2,500 SF
- » Bullhead City Fire Station 2 | Bullhead City, AZ \$4,178,329 | 10,947 SF
- » Bullhead City Fire Station 7 | Bullhead City, AZ \$5,965,669 | 120,000 SF



05

Quality Control

QUALITY CONTROL



Quality Control and Quality Assurance

For IDS+A, quality control and quality assurance protocol are vital to the life cycle of a project and controlling costs while adhering to the schedule. This begins with regular reviews of the project requirements and deliverables necessary to assure quality, alongside coordination with our design team on systems and/or solutions that are potentially more cost effective. Equally important to IDS+A is quality control, which is key to assuring the owner/stakeholders that the completed project meets the design intent and project requirements/standards. Production of high quality deliverables is recognized as the first step in avoiding challenges (change orders and construction delays) later on in construction, so our team takes the opportunity to effectively document the project early on.

Ensuring that necessary site improvement have been made prior to units being located in place, such as earthwork, site improvements and utility tie-ins. Coordination between the team developer, transporter and project management are conducted in a timely manner to ensure no delays within the project.

Construction Quality Control

Recognizing the unique complexities of multi-family & residential projects, having a dedicated Construction Quality Control team is paramount to mitigating risk and ensuring consistency and standardization across all aspects of your housing projects. The figure below highlights the contractor, Willmeng team's role in Quality Control process utilized in both pre-construction and construction:

Specialized Aspect	Quality Control Measure
Pre-Construction Phase	<ul style="list-style-type: none"> Verify necessary permits and approvals are obtained Ensure project stakeholders understand and agree on the project scope, goals, and timeline.
Design & Planning	<ul style="list-style-type: none"> Review architectural and engineering drawings for accuracy and completeness Confirm design complies with local building codes and regulations Check necessary materials and equipment are specified and available.
Materials & Equipment	<ul style="list-style-type: none"> Inspect delivered materials for damage or defects. Verify materials meet required specifications and standards Ensure equipment is in working condition and safe to use.
Workmanship	<ul style="list-style-type: none"> Regularly inspect work in progress to ensure design accuracy Check for proper installation techniques and craftsmanship Verify work is consistent with quality standards.
Sitework & Utilities	<ul style="list-style-type: none"> Ensure utility connections comply with local codes and regulations. Confirm site utilities are clearly marked, documented, and protected during construction.
Structural & Safety	<ul style="list-style-type: none"> Conduct inspections of structural elements at critical stages. Ensure safety protocols are being followed and that appropriate safety equipment is used. Check for potential hazards, such as exposed electrical wiring or trip hazards
MEP Systems	<ul style="list-style-type: none"> Inspect plumbing installations for leaks, proper connections, and drainage. Verify electrical installations comply with safety standards. Confirm heating, ventilation, and HVAC systems are installed correctly. Test HVAC systems for proper functioning and energy efficiency.
Finishes and Aesthetics	<ul style="list-style-type: none"> Check finishes such as paint, flooring, and tiling, for uniformity and quality Verify finishes are free from defects.

QUALITY CONTROL

Punch List	<ul style="list-style-type: none">• Create a punch list of remaining minor issues and track their resolution.
Document Control	<ul style="list-style-type: none">• Maintain detailed records of inspections, testing, and any deviations from the original plan.• Keep a record of all communications related to quality issues and resolutions.
Final Inspection	<ul style="list-style-type: none">• Conduct a comprehensive final inspection to ensure quality standards are met.• Obtain sign-off from relevant stakeholders before project completion.

Quality Control Software

A significant innovation in quality control, our proposed construction partner, Willmeng recently introduced OpenSpace software into its quality control process. OpenSpace captures 360-degree job site videos, automatically tying the video to project plans. By capturing video on successive job walks, we can create a visual timeline of construction progress. Owners, architects, engineers, and other interested parties can access OpenSpace remotely to participate in the quality control process from afar.

Willmeng's Quality Control Process:

- Thoroughly scope trades
- Hire qualified trades
- Proactively communicate expectations
- Leverage best practices and lessons learned
- Monitor and oversee trade-specific quality control plans daily

Quality Assurance for Manufacturing the Modular Buildings

Mandatory Construction Inspections

The third party inspector assures that the assemblies constructed in the factory are following the Quality Assurance Manual and/or the State standards in effect at the time of construction. Defects shall be noted on the reverse of this Inspection Checklist.

The MANDATORY INSPECTIONS must be completed and nonconformances corrected and/or noted before the next construction phase may begin. Work processes may overlap in different stations but may not be covered until the MANDATORY INSPECTIONS have been performed.

1. MANDATORY INSPECTIONS 1 through 7 are to be signed off by both Production and/or Quality Assurance personnel. See the "CODE COMPLIANCE INSPECTION CHECKLIST PURPOSE".
2. MANDATORY INSPECTION 8 is to be signed by both Production and Quality Assurance personnel.
3. The FINAL CERTIFICATION may only be signed by Quality Assurance personnel.



QUALITY CONTROL

Persons Authorized To Witness Systems Testing

The Production personnel responsible for performing a specific systems test may not sign off as a witness to their test, unless the testing personnel is licensed by the State of Arizona in the field that the test is related to. For example, a licensed electrician that performs electrical testing may sign for his own test.

Frequency Of Quality Assurance Inspections

The Quality Assurance Department shall continuously monitor the production process through all phases and aspects of the structure. This 100% monitoring system shall follow the "Code Compliance Inspection Checklist".

The Independent Inspection Agency shall inspect every unit at least once in some point in the production process. The Independent Inspection Agency shall also audit any compliance records pertinent to observed non conformances.

Code Compliance Workmanships Standards

In addition to all code requirements, all work performed shall be in a neat and orderly manner and will achieve a pleasing appearance. Product memorandums are issued periodically and will note code-required changes, alterations to the interior and exterior design, appearance, and style of the structure. An enlarged sketch detailing special construction is also shown on the product memorandums. Any work not meeting the company standards shall be brought to the attention of the Production Department responsible.

Dispositions Of Noncompliant and/or Rejected Material During Construction

Any unit found to have noncompliant materials should be corrected immediately. When this is not possible or practical, and continued construction will not hinder the correction of the noncompliant item, the structure will be allowed to continue in the production process. A "Red Tag" shall be affixed to the unit and a written description of the nature of the noncompliance with the repair method noted. Ordinarily not-repairable assemblies will be disposed of in a similar manner as rejected new material.

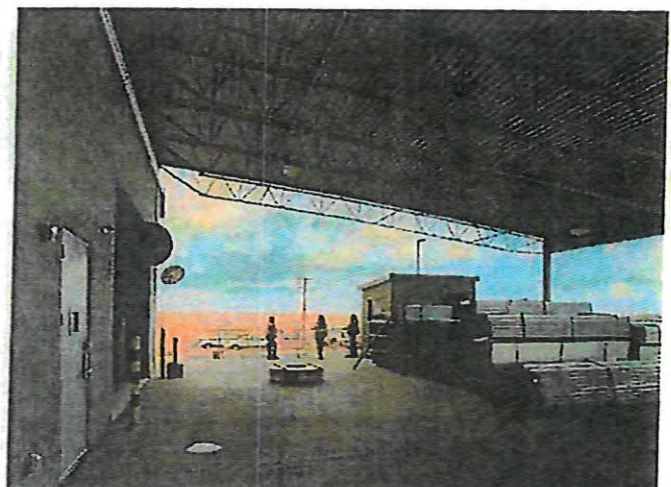
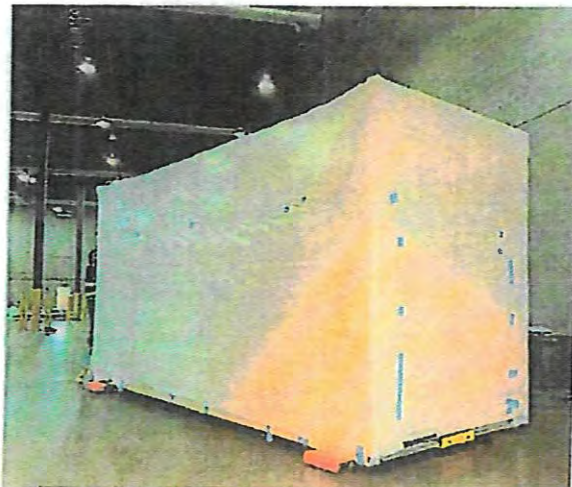
Final Inspection and Certification

The procedure for the final in-plant inspection is as follows:

1. Verify that the certification label(s) and/or seal(s) are properly located and affixed.
2. Verify that the Data Plate is complete and accurate and that the Data Plate is properly located and affixed.
3. Verify that the inspection records are complete.

Preparation For Shipping

The structure is cleaned and rechecked for defects in workmanship and material. Plumbing drops are checked to assure that the drop does not extend below the bottom edge of the floor joist system. All electrical wiring is secured between the floor joists, as is the distribution panel board, to prevent shifting and possible damage while in transit. All ship-loose items are secured to prevent damage to the materials and to the structure. All shortages are completed, and the unit is cleaned again and sealed.



QUALITY CONTROL

Post-Production Assurance Systems

Handling and Storage of Completed Structures

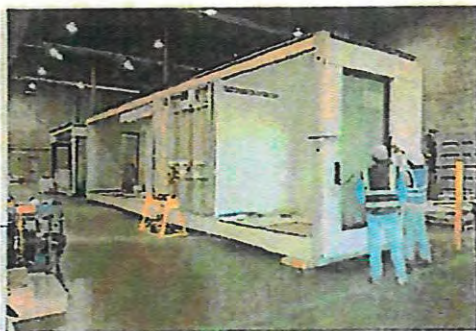
All openings in the exterior envelope are closed and reinforced to prevent weather damage in the storage yard or in transit. Any structure stored over 1 week is checked every week thereafter for possible damage while in storage.

Transportation of Structure to Permanent Site

All structures are moved to the permanent site, using a house-mover transportation trailer, an integral trailer, or a single transportation trailer. The structure installer is required to check for damage at the time of delivery, and to report any damage to the Manufacturer immediately.

The Manufacturer does not participate in the transportation of the structure as that is handled by a private entity that deals directly with the end user. If the Manufacturer does become involved in the transportation aspects of the structure, the structure shall be monitored on the way to the destination by the transportation personnel. The Manufacturer has engineered the structural integrity into the structure, allowing for minimal structural or cosmetic damage to the structure during transportation.

All efforts must be made to obtain the destination site (final occupied location) of the structure. A post office box or "at the corner of" designation shall not be accepted. This end destination is important in determining the applicable Codes as well as providing a delivery destination and service destination as necessary. This end destination becomes a permanent piece of information in the structure's dedicated file.



Structure Installation at the End Destination

The Manufacturer does not participate in the installation of the structure and as such, the installation procedures and requirements are the responsibility of the structure installer, builder, or dealer. The Manufacturer does not have any responsibility or liability with regards to the installation of the structure. The structure installation must comply with the instructions provided by the privately contracted structure installer and the State and/or Local Building Codes.

Field Repairs

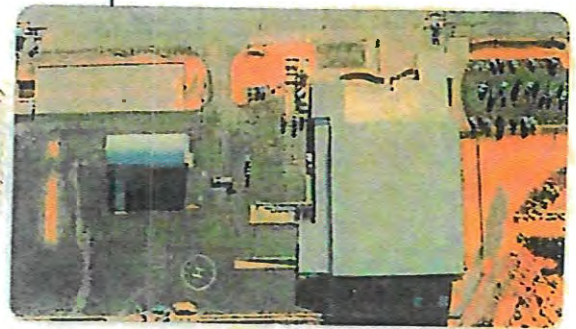
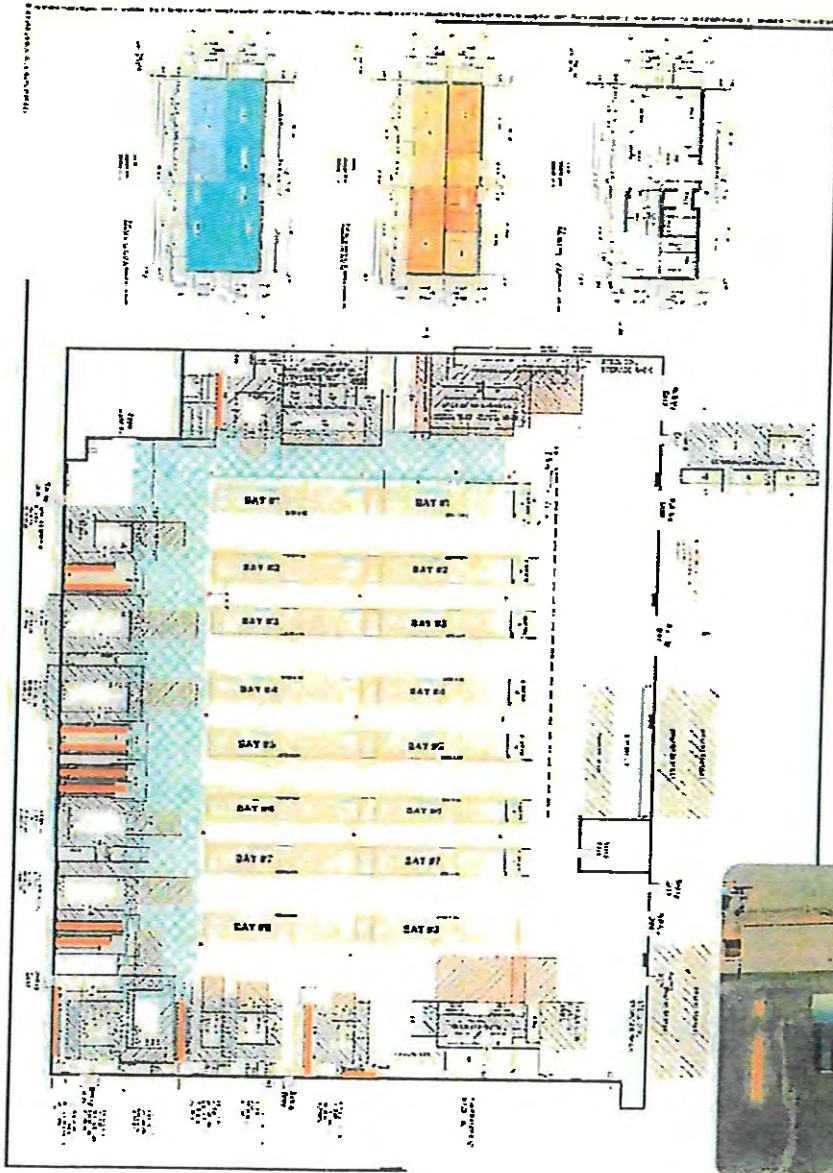
The Manufacturer maintains a Service Department that is responsible for the field repairs of the Manufacturer structure after it reaches its destination. The Service Manager, working with the Quality Assurance Specialist, will monitor all field repairs. If a field repair is repetitive in nature, the Service Manager is required to inform the Quality Assurance and Production Departments of the nonconformance.

Information Provided to State and/or Local Authority Having Jurisdiction

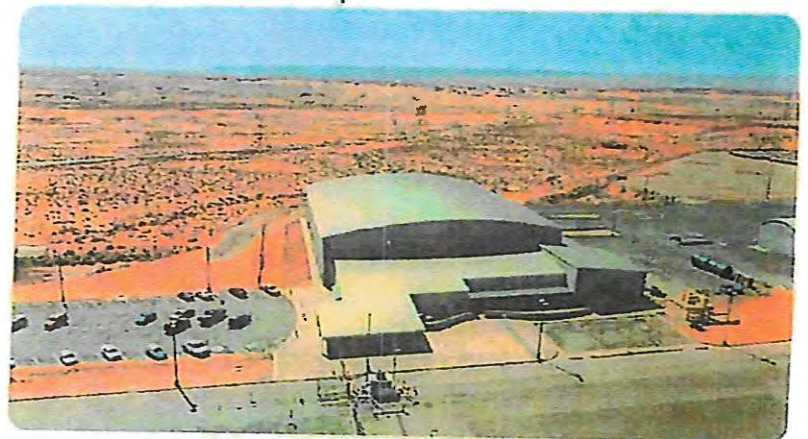
When requested by a State and/or Local Authority having jurisdiction, the Manufacturer shall provide the Third-party- or State-approved plan sets, which may include the following items:

1. Typical exterior elevations
2. Typical construction details
3. Typical drain, waste, and vent systems layouts (factory-built portions only)
4. Typical electrical systems layouts (factory-built portions only)
5. Plot plan (when available)
6. Thermal heat loss calculations

QUALITY CONTROL



FACTORY LAYOUT
NAVAJO GENERATING STATION



06

FIRM EXPERIENCE



Navajo Nation Employee Housing

Navajo Nation Employee Housing selected Indigenous Design Studio+Architecture to design a multifamily housing development for the employees of the Navajo Nation. The scope of work for the project is the design of several multifamily housing units on a tract of land located at Navajo Hills Drive in Window Rock, Arizona. This also includes site and infrastructure development, and a probable cost analysis. As stated in the scope of work, a minimum total of 52 dwelling units is required. With careful planning, Indigenous Design Studio + Architecture (IDS+A) has surpassed the minimum number of housing units by an additional 16 units for a total of 72 housing units:

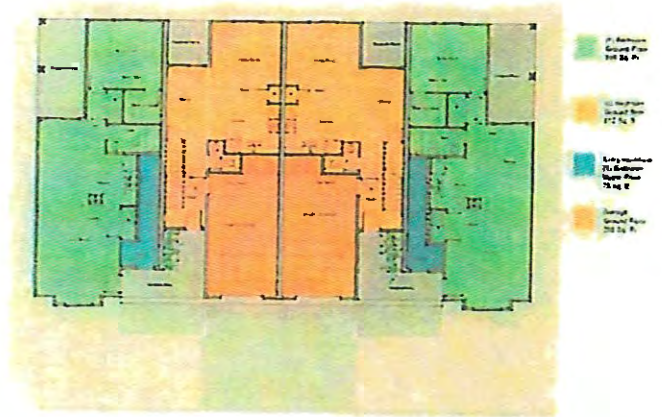
- 24 - Two bedroom units
- 24 - One bedroom units
- 24 - Three bedroom units

Furthermore, the new housing development includes a 6,000 square foot commons building to support the new development. The commons building includes a health and wellness center with men's and women's locker rooms, a living/lounge area with a kitchen, a business center, conference room, and leasing office for NNEHP.

We understand the need for new employee housing considering there is wait list for employee housing with 130 applicants, some have been on waiting since 2009. Another factor is the trend of

the number of professionals returning home and seeking to work for the Navajo Nation Tribal Government. These professionals are needed to fill positions for the Nation Government and positions remain unfilled due to a lack of housing.

IDS+A has researched the newest concepts of contemporary dwelling spaces in a multifamily type community. The most common attributes the communities have in common are: unique, sustainable dwellings where working, shopping, and playing are nearby. The neighborhoods are pedestrian and bicycle friendly. Finally, designing and building a "Green" neighborhood conserves energy and protects mother earth.

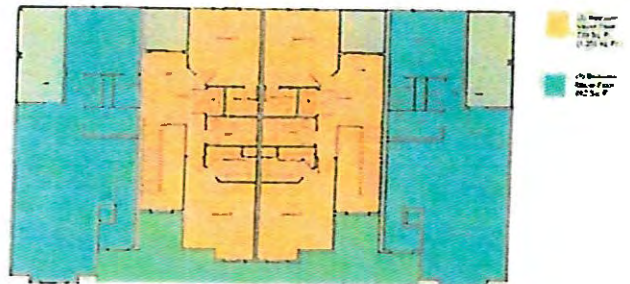


Client
 Navajo Nation Employee Housing Program
 Lindsey Mescal; Program Supervisor
 928.871.7684

Years Provided Service | 2015-2018

Construction Cost |

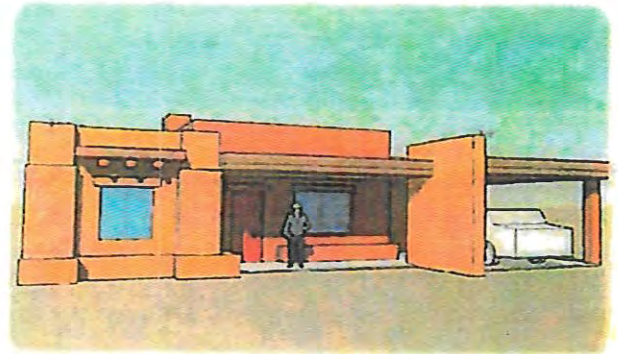
- \$9.6 M (Phase 1);
- \$7.6 M (Phase 2);
- \$5.5 M (Phase 3);
- \$2.3 M (Phase 4)



HTHA First Mesa Housing Development Polacca, Navajo County, Arizona



The housing site consists of one parcel encompassing approximately 12.42 acres located south of future Village Center along state road 264 in Polacca, Arizona. The site boundary on the east is adjacent to the existing Hopi Tribal Housing Authority facility, and undeveloped land on the north, south and west. A large portion of the site next to the southern boundary is located in a flood zone. No structures are proposed in the flood zone, and the open space area will be used for drainage management for the development.

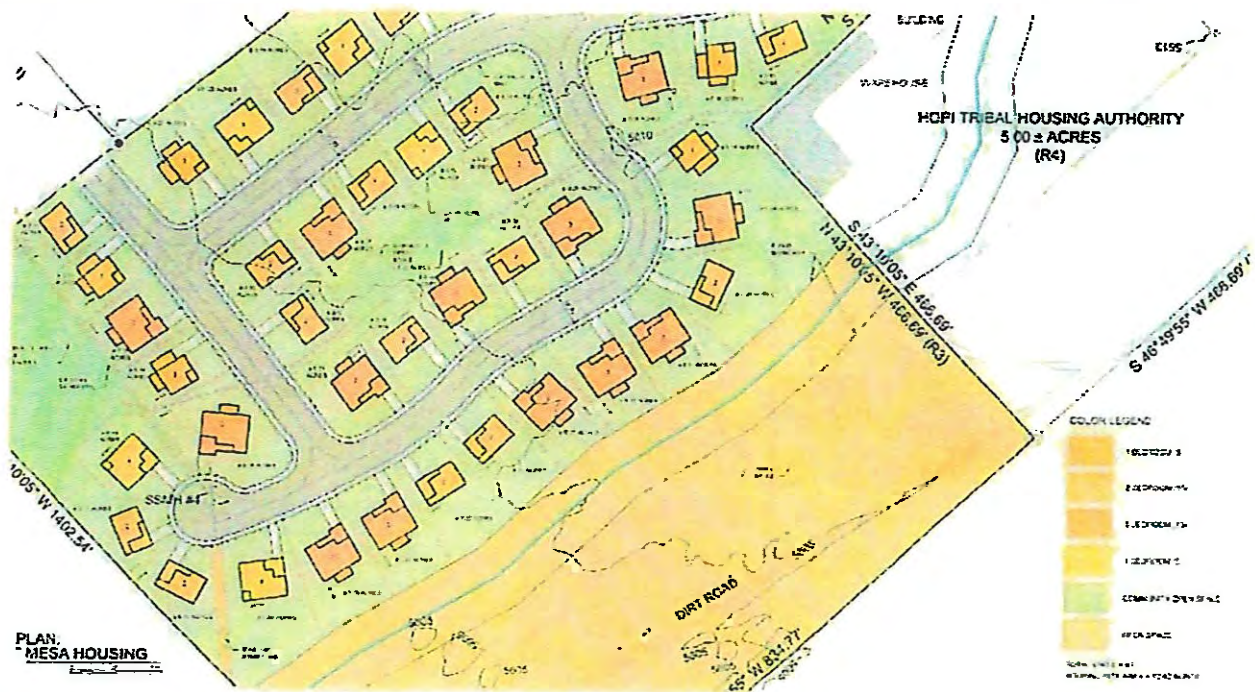


The proposed design accommodates a total of 40 single family homes with attached carports and clotheslines in the back. The housing plans include a mixture of five one-bedroom units, 15 two-bedroom units, 15 three-bedroom units and five four-bedroom units. The multiple housing types and sizes offered will provide flexibility, variety, and more choices of housing for individuals and families. Two units are designed for handicap accessibility and these units are dispersed throughout the project.

Sample Floorplan



The housing development was designed with a community-inclusive process to provide input on the orientation of the site plan and housing units to fit contextually with the surrounding community. Attention was also spent towards designing housing units that are inspired by traditional homes at First Mesa and would accommodate the unique cultural identity of the community.



Client
Hopi Tribal Housing Authority
Olivia Dennis, Project Manager HTHA
Years Provided Service | 2016-2016
Construction Cost | \$449,984

CARLYE GROUP HOMES (MULTIPLE COMMUNITIES)

This project entailed the complete ground-up renovation of 10 different existing manufactured home amenity centers with amenity upgrades that included pickleball courts, shuffleboard courts, a bocce ball court, an outdoor grill, and a pool deck addition. Extensive work with design and executing construction to replace all interior finishes including the floor, walls, ceilings, and demolishing non-load bearing walls to eliminate circular entry. The kitchens were upgraded with new accessible appliances and new lighting fixtures throughout each center. The communities are located throughout Arizona and the construction of an amenity center for the residents required a high level of communication and coordination with the residents. Often, Willmeng did not have design and had to collaborate with the design team and engineers based on what we saw in the field. Essentially, the team was doing demo and uncovering what was existing to understand where to design the buildings. This was also during the COVID timeframe so we utilized a 360 degree camera to show them what we were seeing and offer solutions. A true build then design mentality with the design and construction team..



THE COMMON

The Common consists of 130 apartment units, ground floor retail, and underground parking. This multi-family residential infill project occupies all but a fraction of its 2.85-acre lot. Each of its four floors is roughly 34,000 SF for a total building area, including underground parking, of 207,681 SF. Amenities include a high-finish lobby, a 1,095 SF clubhouse, a 1,400 SF fitness center, and an amenity deck with a swimming pool. HUD insured the construction loan. This project was completed on time without any issues that affected project performance.



ECO MESA

This new seven-story building houses 102 residential units. The mixed-use space consists of a three-level, 82,829 SF parking garage with the ground level being open and integrated with the main residential lobby. Additional features include three leasable shell spaces, third-level resident storage and a co-working space. On the 4th floor is an expansive amenity deck with a 14,000-gallon heated swimming pool, a shade structure for seating, a lounge with a full kitchen, a game room, multiple seating areas, and a water vapor electric fireplace. The fitness center is also located on the 4th floor. The building has 85,306 SF of residential space, 9,092 SF of common space, 82,829 SF of garage space, and 2,000 SF of office space.

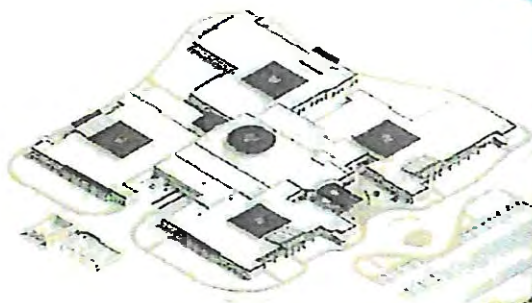


San Carlos Apache Health Care Long Term Care Facility

The building is organized into four "neighborhoods" surrounded by one main community gathering area. Each of the neighborhoods is comprised of 20 to 30 resident units and common amenity areas and support functions for those residents. There are 60 long-term care units divided into two neighborhoods, 20 memory care units in one neighborhood, and 20 skilled nursing units in the last neighborhood. Within the skilled nursing neighborhood, there are four dedicated hospice rooms. The resident units in the long-term care neighborhoods each include small kitchenettes. Each neighborhood also has its own dedicated outdoor courtyard and covered patio space, allowing for outdoor gathering areas and connection to nature.

The resident amenity areas in the neighborhoods include shared dining areas, private dining/meeting rooms, shared residential kitchens, activity rooms, family/living rooms, shared laundry rooms, and assisted bathing suites. Staff support areas include nursing stations, med rooms, service kitchens, soiled and clean linen, storage, and exam rooms as needed.

The shared community center serves as a gathering area for the residents, visitors, and staff. It includes a large mul-purpose community room able to support large gatherings and events. It also includes a large main dining room, café/bistro, family room, fitness room, craft room, library, meditation, and worship room as well as multiple additional seating and gathering areas. The community center also has a dedicated courtyard and opens to outdoor patios from the main family and multi-purpose rooms. Support facilities in the community center include an office suite with a staff lounge and conference room, a commercial kitchen, commercial laundry, maintenance rooms, storage, and all additional building support rooms as needed.



CITIZEN



640 sq. ft | 2-4 people

Our two-bedroom home, the Citizen, combines precision engineering and cutting-edge robotics to create a living environment unlike any other. Citizen's 640 square foot footprint lives like 1,500 square feet of comfort, giving you more luxury living out of every square inch.

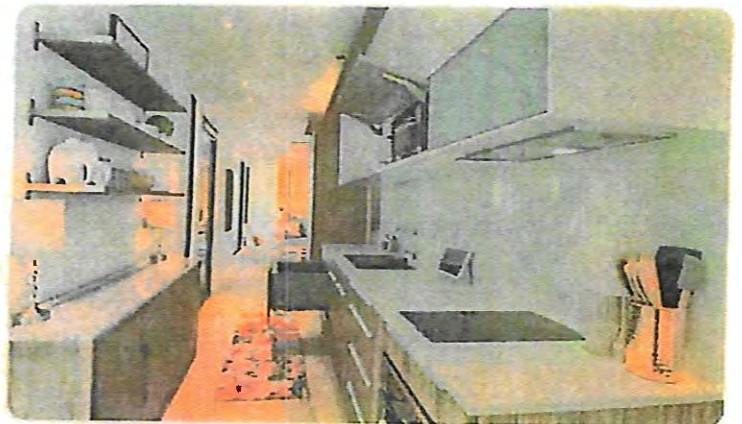
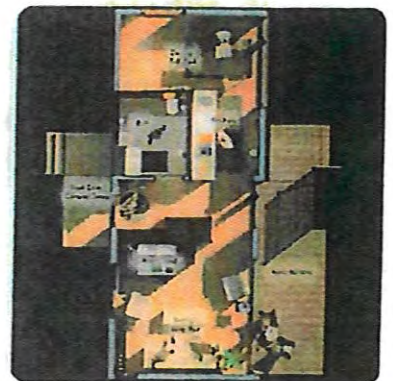
The home is steel framed and factory built to be shipped anywhere in the country. Dual-pane floor-to-ceiling windows bring the outside in, while 6" thick insulated steel stud exterior walls make the interior space safe and secure. Your Citizen home is fully furnished when it comes to you.



Front Elevation



Left Side Elevation



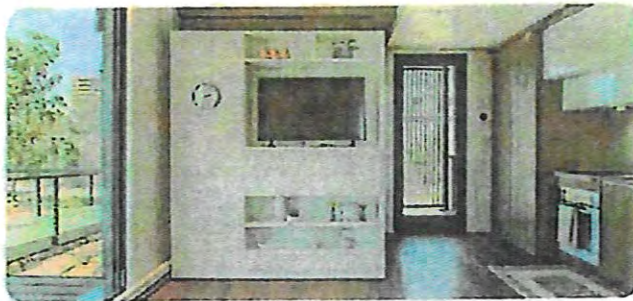
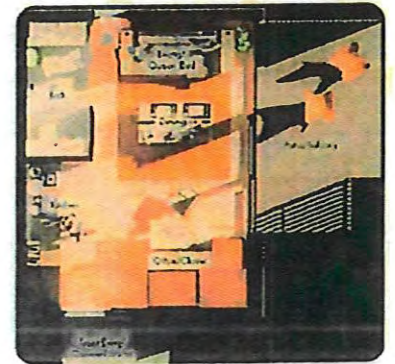
DENIZEN



320 sq. ft | 1-2 people

Our one-bedroom home, the Denizen, combines precision engineering and cutting-edge robotics to create a living environment unlike any other. Denizen's 320 square foot footprint lives like 900 square feet of comfort, giving you more luxury living out of every square inch.

The home is steel framed and factory built to be shipped anywhere in the country. Dual-pane floor-to-ceiling windows bring the outside in, while 6" thick insulated steel stud exterior walls make the interior space safe and secure. Your Denizen home is fully furnished when it comes to you.



Front Elevation



Left Side Elevation

TRANSFORMABLE FURNITURE

Primary Bed

Utilizing every square inch of space, Zennihome implements smart furniture, the Ori Cloud Bed transforms the space from a living room, to a bedroom with a touch of a button.



07

CAPACITY

Capacity

Capabilities to Handle Type of Project

IDS+A's past and current experience with on-call services and task orders gives us an understanding of the level of commitment required to project manage and complete tasks on-schedule. We also understand that for the successful completion any assigned task within this type of on-call, we must have a well-organized and thoroughly coordinated plan in place to be ready to begin work immediately and efficiently. This also allows us to meet scheduling requirements set forth by the owner and multiple stakeholders in the event of expiring funding opportunities or construction deadlines.

IDS+A has prepared a team with ZenniHomes and Willmeng Construction that will be able to address and solve a variety of challenges that may arise during the project. Not only has our team understand the complexities of working on the Navajo Nation and have experience working with HUD and NAHASDA regulations, policies and procedures as needed.



IDS+A team not only consist of the teams member whose resumes were provided in the Firm Team section of this proposal, but additional team members can be ready to begin work the on project as well. Though these team member will be lead for the project, IDS+A's team has the means to bring additional people on to meet the needs of completing 1 Home a day.

Projected Staff:

- **10+** Members on the Design Team
- **130** Member on the Manufacturing Facilities - 118 at the factory, of which 108 are Navajo (which can definitely go up)
- **300+** Members on the Contractor Team

Capacity

Capabilities of the Project Team

Willmeng is a large general contractor with over 360 management resources. In 2022 they completed approximately \$880 million and are projected to complete about \$1 billion in 2023 and 2024 respectively. This work is mainly focused on the southwest region, and we typically have about 60 to 80 projects ongoing at any given time

ZenniHome's offers two patent-pending standard models, the 320 sq. ft. Denizen Unit and the 640 sq. ft. Citizen Unit, which can be used independently, as Accessory Dwelling Units (ADUs), or combined horizontally or stacked vertically up to five stories.

The modular nature of ZenniHome units allows for easy transportation, as each home consists of two halves (modules) sized to match standard shipping containers. The transportation process involves lowboy carriers from the factory and trucking to the construction site. The company's commitment to efficiency is evident through a strategic decision to construct homes according to standard shipping container dimensions. This deliberate choice ensures seamless transportation by truck, rail, and ship without requiring special permits. Once on-site, the two modules are joined to complete the construction process, with every home undergoing independent inspections for quality assurance. The models are designed to sit on concrete pier footings, with the Denizen model requiring six and the Citizen model needing nine. Local contractors handle utility connections and module merging, supported by detailed guidance provided by ZenniHome to ensure a seamless construction process. Moreover, ZenniHome's Factory is located in Arizona, 1500 N. Desert Paintbrush, Page, UT 86040.

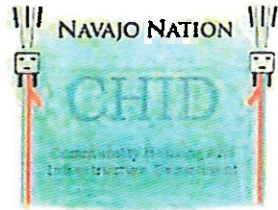
Current and completed projects

- Denizen and Citizen Prototypes installed in Mesa, AZ
- 12 Citizens completed awaiting permit completion for installation in sites throughout Arizona
- 90 unit (60 Citizens and 30 Denizens) multifamily project in Mesa, AZ.



00

ADDENDUM



NAVAJO NATION – DIVISION OF COMMUNITY DEVELOPMENT (DCD) – COMMUNITY HOUSING AND INFRASTRUCTURE DEPARTMENT (CHID)

Request for Qualifications (RFQ) No. DCD-CHID-2023-02-ARPA
Housing (Design, Construction, and Delivery of Manufactured,
Modular, and Custom-Built Homes)

Addendum No. 1 - Dated 12/13/2023

This addendum forms a part of the RFQ and contract documents and modifies the original RFQ documents. Acknowledge receipt of this addendum in the proposal response. FAILURE TO DO SO MAY SUBJECT OFFEROR TO DISQUALIFICATION.

ADDENDUM MODIFICATION NO. 1:

Current Language in Section 3.A (Page 6): The following information is not included in the 30-page limit: proposal front and back cover; cover letter on company letterhead; table of content; divider and/or tabs (as long as there is nothing on them), insurance certificate, non-collusive affidavit, non-debarment certificate, affidavit of responsibility for subcontractors, W-9, cost proposal, and maximum 1-page resumes of each key team member.

Replace Language in Section 3.A (Page 6) with: The following information is not included in the 30-page limit: proposal front and back cover; cover letter on company letterhead; table of content; divider and/or tabs (as long as there is nothing on them), insurance certificate, non-collusive affidavit, non-debarment certificate, affidavit of responsibility for subcontractors, W-9, cost proposal, *licenses/certifications*, and maximum 1-page resumes of each key team member.

ADDENDUM MODIFICATION NO. 2:

Current Language in Section 4.D (Page 8): Obligation Deadline for Funding: September 30, 2024

Replace Language in Section 4.D (Page 8) with: Obligation Deadline for Funding: June 30, 2024

QUESTIONS:

1. What is the anticipated amount of residential units (both traditional framed & modular) the Navajo Nation (NN) has programmed and intends to construct?

Answer: This information is not available at the time of issuing this addendum.

2. Have the exact locations of each home been identified for construction?

Answer: DCD-CHID has conducted assessments across the Nation and has a preliminary list of applicants. Final applicants are under review with their respective Delegates / Chapters.

3. Are the homes going to be built within a subdivision or on scattered homesites?

Answer: Scattered.

4. Are homes going to be built on tribal land or allotted land?

Answer: Tribal Land

5. Do all homesites have the proper homesite leases and ROWs?

Answer: Approved applicants will have approved homesite leases.

6. Has the infrastructure needs and scope of work been identified for each homesite being built?

Answer: The \$50M in housing funds identified in CJN-29-22 does not allow for utility costs to be included as part of the contracts for housing; therefore, DCD-CHID is carefully considering applicant(s) that either have access to existing utilities in their approved homesite lease or applicants that are very close to existing utilities to avoid the lengthy and expensive process to secure Right-of-Ways (ROWs). Other FRF funding sources may be available to offset utility costs that might be needed and are being reviewed on a case-by-case basis. This answer may not apply to future funding sources for housing projects and may vary.

7. Have the tribal utility providers been actively engaged for the infrastructure need of each homesite and to prepare for strict upcoming deadlines?

Answer: The \$50M in housing funds identified in CJN-29-22 does not allow for utility costs to be included as part of the contracts for housing; therefore, DCD-CHID is carefully considering applicant(s) that either have access to existing utilities in their approved homesite lease or applicants that are very close to existing utilities to avoid the lengthy and expensive process to secure Right-of-Ways (ROWs). Other ARPA - FRF funding sources may be available to offset utility costs that might be needed and are being reviewed on a case-by-case basis. This answer may not apply to future funding sources for housing projects and may vary.

8. Please quantify what a large-scale project is for the NN and what you would determine a strict deadline for delivery? Or is this something based on the firms experience that you would like us to provide you with the residential unit quantities and delivery timeframe?

Answer: Please provide what your team has experience completing.

9. Section B (Project Considerations) – Second Bullet states the NN will be “finalizing applicants and their locations during the project”. What timeframe should we expect the NN to be able to finalize applicants, locations, and quantity for construction?

Answer: For the \$50M in funding, DCD-CHID intends to start releasing applicants through work orders within the 2nd quarter of the calendar year; however, is unable to provide the exact projections at the time of issuing this addendum. The selection of applicant with ARPA funding may extend into 2025 / early 2026 contingent on additional funding being made available.

10. Is this application process currently being executed? If so, how many applications are finalized and ready for construction?

Answer: DCD-CHID executed the applicant process over a year ago. DCD-CHID is unable to provide how many applicants are ready for construction at the time of issuing this addendum.

11. Does this application process identify what type (traditional frame/modular) of residential home will be built, the size, and any special need requirements?

Answer: The application process identifies family composition and special need requirements among other information. The final construction medium selected for applicants will be determined by the Nation.

12. Timely payments must occur with strict deadlines to effectively meet large scale production. What are your current typical payment timeframes?

Answer: The Nation will make every effort to process payments within 30 – 60 days from receipt of each payment application.

13. These are all scattered home thru out Navajo, do they have approved homesite lease?

Answer: Yes

14. Are some of these homes going to be built within a city limit?

Answer: No.

15. Do these HSL have utilities within the property?

Answer: The \$50M in housing funds identified in CJN-29-22 does not allow for utility costs to be included as part of the contracts for housing; therefore, DCD-CHID is carefully considering applicant(s) that either have access to existing utilities in their approved homesite lease or applicants that are very close to existing utilities to avoid the lengthy and expensive process to secure Right-of-Ways (ROWs). Other ARPA - FRF funding sources may be available to offset utility costs that might be needed and are being reviewed on a case-by-case basis. This answer may not apply to future funding sources for housing projects and may vary.

16. If you bring utilities to the property there is ROW that need to be obtain from NTUA. This is a very lengthy process. Septic tanks approval need to go thru NEPA also and this is a lengthy process.

Answer: The \$50M in housing funds identified in CJN-29-22 does not allow for utility costs to be included as part of the contracts for housing; therefore, DCD-CHID is carefully considering applicant(s) that either have access to existing utilities in their approved homesite lease or applicants that are very close to existing utilities to avoid the lengthy and expensive process to secure Right-of-Ways (ROWs). Other ARPA - FRF

funding sources may be available to offset utility costs that might be needed and are being reviewed on a case-by-case basis. This answer may not apply to future funding sources for housing projects and may vary.

17. How many homes are you plan on building?

Answer: To be determined for each work order and contingent on final unit sizes needed and final pricing per unit.

18. Do you have clients now ready to start building?

Answer: Yes.

19. Are you going to require the GC to bond this project?

Answer: No

20. Is there going to be a budget set for each home?

Answer: To be determined for each work order.

21. Is there going to be a time frame to complete one unit?

Answer: To be determined for each work order. All homes will have to be designed/constructed/delivered no later than June 30, 2026, utilizing ARPA-FRF funding. This answer may not apply to future funding sources for housing projects.

22. How will the typical design process go? Will the Design team meet with each owner to come up with a floor plan or will there be a program and budget given to base design?

Answer: The Nation will work with the CMAR team(s) to come up with a standard (base) design for each size of home (1-bedroom, 2-bedroom, etc.). It is not anticipated that each owner will have a unique floor plan.

23. Can you clarify the insurance limits to meet Navajo Nation Risk management requirement?

Answer: Not currently.

24. Is a specific super structure desired? For instance, is a stick-built construction preferred over modular construction?

Answer: No preference has been determined. This will be on a case-by-case basis and will be determined prior to issuing work orders.

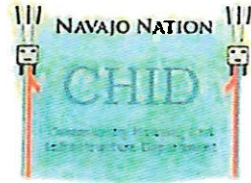
25. Is priority (1 or 2) status allocated points?

Answer: No. Priority is applied in the opening of the qualifications.

26. Can you clarify the other funding sources that may be under consideration for this project? For example, New Mexico funding, or other Navajo Nation funding? Each funding source has deadlines to be spent and other requirements.

Answer: Other funding sources are not yet determined. As stated during the pre-proposal meeting, additional ARPA funds could be reauthorized to increase the ARPA FRF housing funds, but this is currently unknown. This RFQ and any contract awarded as a result of this RFQ is intended to be open to any other qualifying funding sources that are not yet identified.

All other Request for Qualification requirements shall remain the same, except as modified herein. This addendum contains 6 pages in its entirety.



NAVAJO NATION – DIVISION OF
COMMUNITY DEVELOPMENT (DCD) –
COMMUNITY HOUSING AND
INFRASTRUCTURE DEPARTMENT (CHID)

Request for Qualifications (RFQ) No. DCD-CHID-2023-02-ARPA
Housing (Design, Construction, and Delivery of Manufactured,
Modular, and Custom-Built Homes)

Addendum No. 2 - Dated 12/21/2023

ADDENDUM NO. 2

This addendum forms a part of the RFQ and contract documents and modifies the original RFQ documents. Acknowledge receipt of this addendum in the proposal response. FAILURE TO DO SO MAY SUBJECT OFFEROR TO DISQUALIFICATION.

ADDENDUM MODIFICATION NO. 1:

Current Language in Section 2 Schedule of Activities Table – (Page 3-4):

RFQ Schedule of Activities	Date
Issue of RFQ	Navajo Nation Times: Thursday, November 30, 2023 Gallup Independent: Wednesday, November 29 th and December 2 nd , 2023 Arizona Daily Sun: Saturday, November 25 th and December 2 nd , 2023 Farmington Daily: Sunday, November 26 th and December 3 rd , 2023 Albuquerque Journal: Sunday, November 26 th and December 3 rd , 2023
RFQ Non-Mandatory Pre-Proposal Meeting	Tuesday, December 5, 2023, at 9:00 AM (MST)
RFQ Questions Due	Friday, December 8, 2023, at 4:00 PM (MST)
RFQ Response to Questions	Wednesday, December 13, 2023
RFQ Proposals Due	Friday, December 22, 2023, at 4:00 PM (MST)
Official Opening and Evaluation of Proposals	TBD
Interviews (As Applicable)	TBD
Award Date of Qualified Respondent	TBD

Replace Section 2 Schedule of Activities Table (Page 3-4) with:

RFQ Schedule of Activities	Date
Issue of RFQ	Navajo Nation Times: Thursday, November 30, 2023 Gallup Independent: Wednesday, November 29 th and December 2 nd , 2023

ADDENDUM NO. 2

	<p>Arizona Daily Sun: Saturday, November 25th and December 2nd, 2023</p> <p>Farmington Daily: Sunday, November 26th and December 3rd, 2023</p> <p>Albuquerque Journal: Sunday, November 26th and December 3rd, 2023</p>
RFQ Non-Mandatory Pre-Proposal Meeting	Tuesday, December 5, 2023, at 9:00 AM (MST)
RFQ Questions Due	Friday, December 8, 2023, at 4:00 PM (MST)
RFQ Response to Questions	Wednesday, December 13, 2023
RFQ Proposals Due	Wednesday, December 27th , at 4:00 PM (MST)
Official Opening and Evaluation of Proposals	TBD
Interviews (As Applicable)	TBD
Award Date of Qualified Respondent	TBD

Current Language in Section 2.3 RFQ Proposal Submittal Deadline (Page 3-4):

RFQ Proposal Submittal Deadline - Proposals must be physically submitted or postmarked via U.S. mail to the following address by **Friday, December 22, 2023** no later than 4:00 PM (MST):

Replace Language in Section 2.3 RFQ Proposal Submittal Deadline (Page 3-4) with:

RFQ Proposal Submittal Deadline - Proposals must be physically submitted or postmarked via U.S. mail to the following address by **Wednesday, December 27th, 2023** no later than 4:00 PM (MST):

All other Request for Qualification requirements shall remain the same, except as modified herein. This addendum contains 3 pages in its entirety.

LEASE



Lease 1 Current

- Our current 8 acre site includes 40K sq ft warehouse (factory) and chemical building (storage)

Lease 1 Additional

- Two additional parcels that total 26 acres. Adding these additional parcels is included in the current lease. NW parcel is the proposed site of the robotic factory.



Lease 2 - Maintenance Bldg

- Approximately 42 acres
- Maintenance building has approximately 30k sq ft of factory and 40k sq ft of office space
- Multiple paved and gravel surfaces for unit storage.

LEASE



Lease 3 - Railroad Bldg

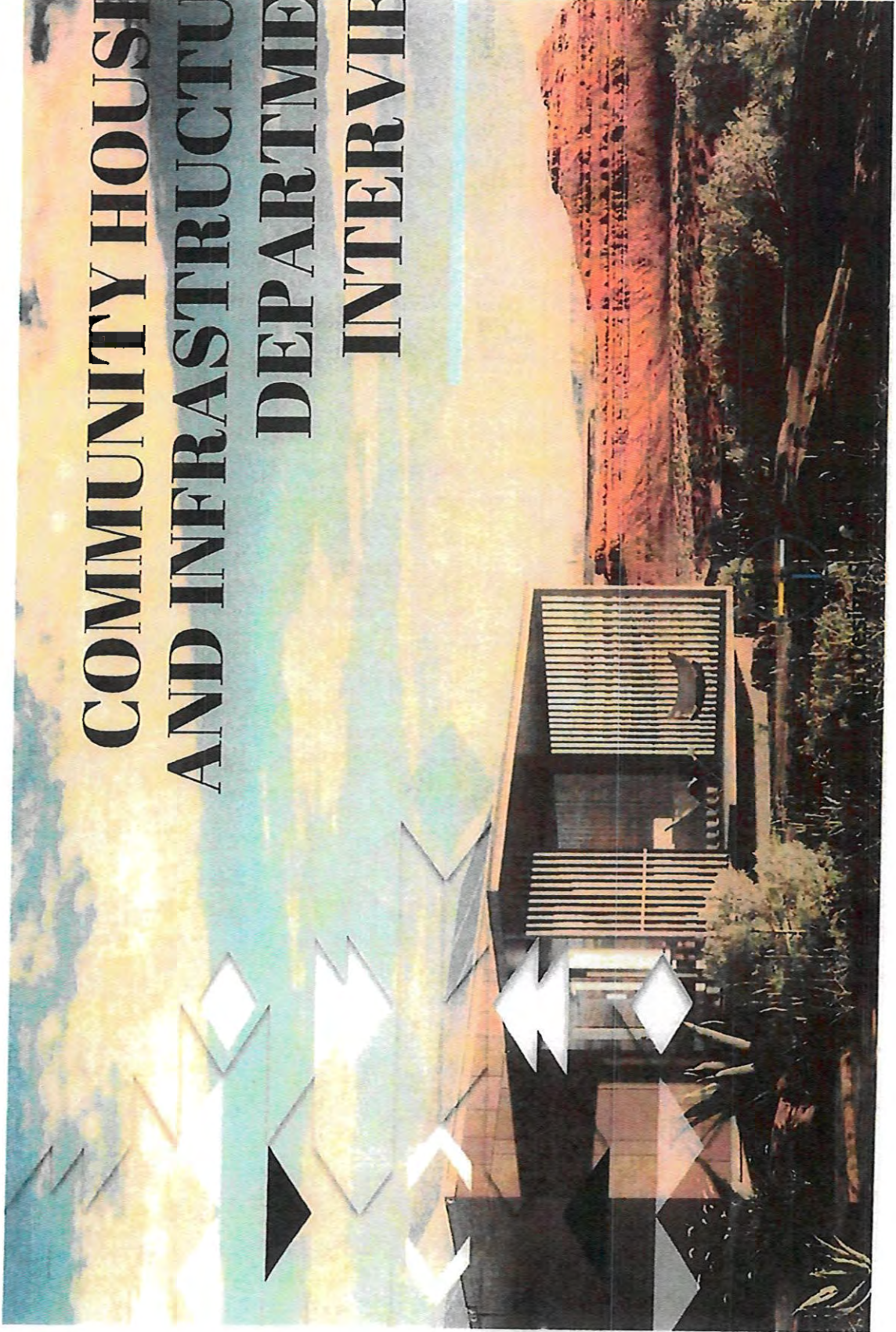
- Approximately 15 acres
- may expand to 75 acres
depending on the surface
in the the curve of the rail-
road tracks.
- Total buildings 36k sq ft
- 1 acre concrete slab

INDIGENOUS DESIGN STUDIO + ARCHITECTURE

CELEBRATING  YEARS OF SUCCESS

8008 PENNSYLVANIA CIR. NE, ALBUQUERQUE, NM 87110
WWW.IDS-A.COM

COMMUNITY HOUSING AND INFRASTRUCTURE DEPARTMENT INTERVIEW



PROJECTED UNIT COST

\$125K

PROJECTED PER UNIT

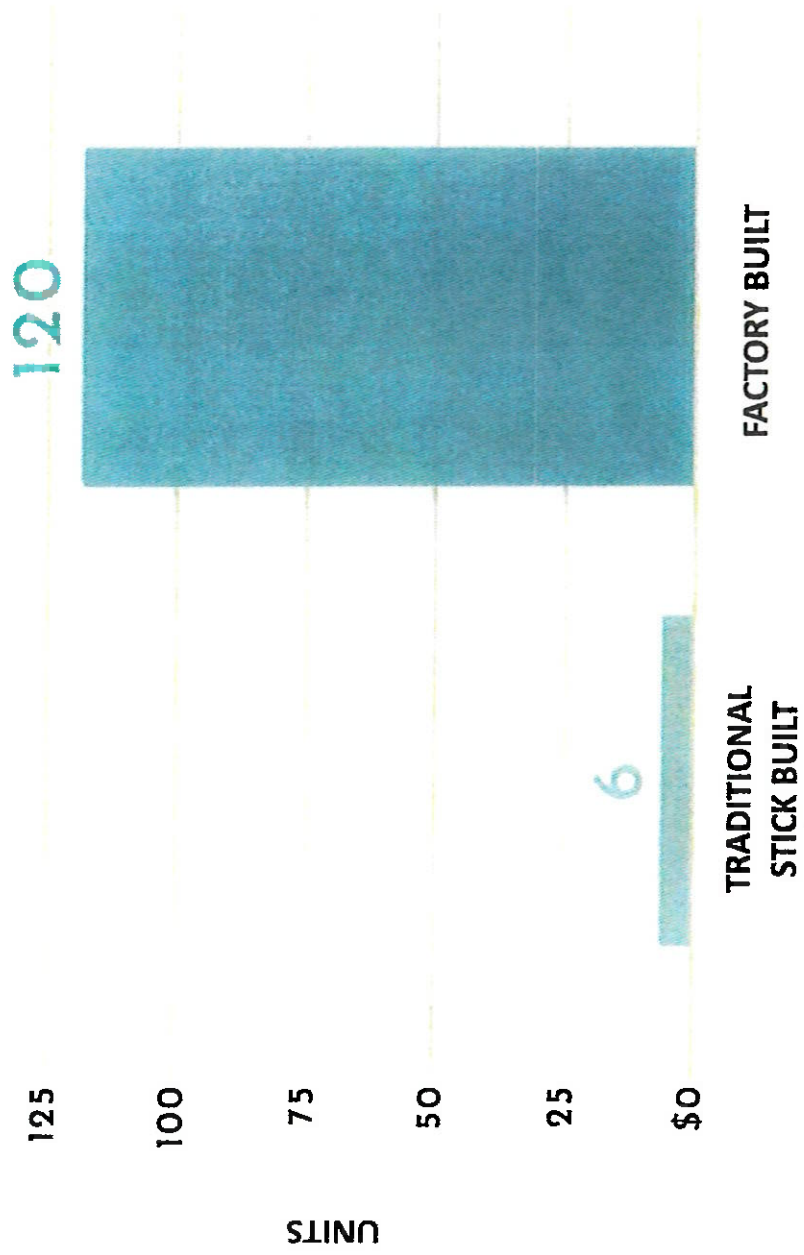
BASE PRODUCT COST

(ASSUMING A 200 UNIT ORDER)

**+ HOMESITE, DESIGN,
DELIVERY, WARRANTY,
INSTALLATION**

6 MONTH DELIVERY PACE

20 homes per month, assuming optimized geographic installation plan






DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáądi Nitsáhákees

August 8, 2024

EMORANDUM

TO: Patrick Dalgai, Department Manager III
 Community Housing & Infrastructure Department (CHID)
 Division of Community Development

FROM: 
 Roberta Holyan, Delegated Accounting Manager
 Accounts Receivable Office
 Office of the Controller

SUBJECT: "Navajo Business and Procurement Act clearance check"

Pursuant to your request dated August 8, 2024 (*Received in Accounts Receivable on 08/08/24 at 9:41 am.*) seeking procurement clearance check on the following individuals/business is as follows:

Name	BSL# / Address	A. R. Debt Due	Action
Indigenous Design Studio + Architect, LLC Tamarah R. Begay, Principal-In-Charge/CEO TIN: 45-5262522 Project: Navajo Nation-Wide Housing Design and Construction Services	8008 Pennsylvania Circle NE Albuquerque, NM 87110	\$ 0.00	Procurement cleared.

The Navajo Nation reserves the right to rescind and revise the procurement clearance when and if any information becomes available regarding the business' eligibility status.

Thank you for complying with the "NNB&P ACT." Our office requests that all relevant information of the individual(s) / business (es) was provided to ensure an accurate clearance check. **The information contained in this memorandum is privileged and confidential under the Navajo Nation Privacy Act, 2 N.N.C., § 86.** Therefore, when disseminating this information block out any information that is not applicable if this procurement memo is to be faxed/ emailed or copied to a third party.

Should you have any questions, please contact Accounts Receivable Office at 928-871-6771 or email ARdocs@nnooc.org. Thank you.

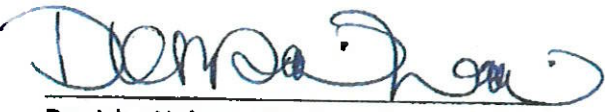
ib
 CC: Accounts Receivable File, OOC



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

MEMORANDUM

TO: Patrick Dalgai, Department Manager II
Community Housing & Infrastructure Dept.
Department of Community Development

FROM: 
Denisha Nelson, Tax Compliance Officer
Office of the Navajo Tax Commission

DATE: August 16, 2024

SUBJECT: **PROCUREMENT CLEARANCE FOR INDIGENOUS DESIGN STUDIO + ARCHITECTURE, LLC**

Per your request, our office has reviewed The Office of the Navajo Tax Commission files for **Indigenous Design Studio + Architecture, LLC**. Indigenous Design Studio + Architecture, LLC is currently *registered* and *in compliance* with our office under the sales tax.

If you have any questions or need further clarification, please feel free to contact me at (928) 871-7505.

xc: Taxpayer File
Chrono



NAVAJO NATION CORPORATION CODE

CERTIFICATE OF GOOD STANDING

For all to Whom these Presents Shall Come, Greetings:

I, the Director of the Business Regulatory Department, DO HEREBY CERTIFY
that

INDIGENOUS DESIGN STUDIO - ARCHITECTURE, LLC

File Number: 101597

a Corporation organized under the laws of the Navajo Nation Corporation Act, did
incorporate on October 17th, 2012

I FURTHER CERTIFY that this corporation has filed all affidavits and annual
reports and has paid all annual filing fees required to date and, therefore, is in good
standing within the Navajo Nation.



IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the official seal of the
Navajo Nation Corporation Code, Done at
Window Rock, Arizona, the Capital of the
Navajo Nation, this 30th
day of January, 2024 A.D.


Director, Business Regulatory
Division of Economic Development
Notah C. Silversmith

The Navajo Nation

Contract and Purchase Certification Certificate of Eligibility

Certificate No. 0624-8695



INDIGENOUS DESIGN STUDIO + ARCHITECTURE, LLC - PROFESSIONAL SERVICES: Architecture, Master Planning, Facility Assessments, Design Build, CMAR, Project Management, Inspection Services, Feasibility Studies, Land Use Planning, Cultural Consulting, Programming, Building Information Modeling, Economic Development Training & Community Participatory Facilitation, Sustainable & LEEDS Design & Interior Design, Manufactured Housing, Singular Family Homes, Modular Housing, Tiny Homes, She Sheds & IT (Information Technology) Professional Services.

Priority No. 1

TO ALL PERSONS DOING BUSINESS ON THE NAVAJO NATION:


The above named entity is hereby certified, in accordance with the Navajo Business Opportunity Act, Title 5, Chapter 2, § 204 (A) (1) & (2), as a Navajo or Indian Owned Business and being duly certified with this Office, shall be afforded all economic opportunities pursuant to the Navajo Nation Council Resolution CAP-37-02.

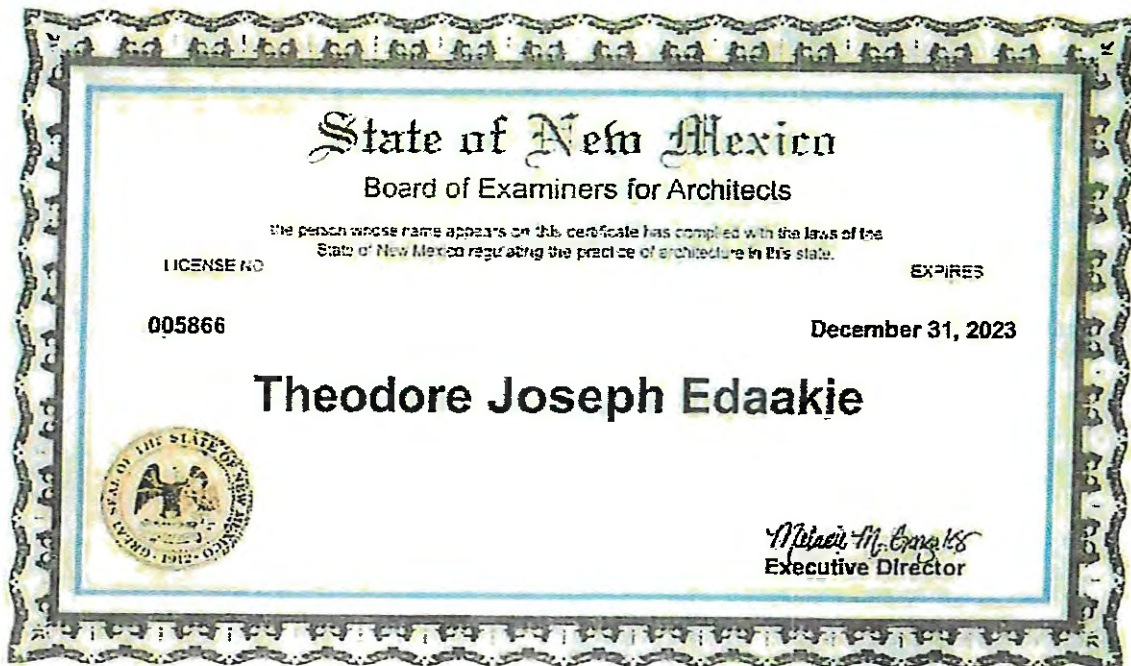
A certified business entity is one owned by an Enrolled Member of the Navajo/Other Indian Tribe and is at least 51% or more Navajo/Indian owned and controlled.

One Hundred (100%)
PERCENTAGE OF BUSINESS OWNERSHIP

6/26/2024
DATE OF CERTIFICATION

6/25/2025
EXPIRATION DATE


Notah C. Silversmith
Business Regulatory Department
Division of Economic Development
Department Manager





STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: 12/16/2015
 EXPIRATION DATE: 05/31/2022
 ISSUED TO: Tamarah Rianne Begay



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)
 9633363-0301 Architect

Tamarah Begay
 SIGNATURE OF HOLDER

STATE OF ARIZONA



Board of Technical Registration

TAMARAH R. BEGAY

Having exhibited to the Arizona State Board of Technical Registration satisfactory evidence of good moral character and of qualifications and proficiency, is hereby authorized to practice professionally in the state of Arizona and use the title of

ARCHITECT



In witness thereof, the Board grants certificate number 54592 subject to renewal, and affixes the seal of this board at Phoenix, Arizona this 26th day of March, 2013

Erick Fred Weiland
 Erick Fred Weiland, Board Chair

E. LeRoy Brady
 LeRoy Brady, Board Secretary

LICENSE



License Number: 8910
Class: M-9A
License Renewal Date: November 9, 2023
License Renew By Date: December 9, 2024

STATE OF ARIZONA
Department of Housing
1110 West Washington, Suite 280
Phoenix, Arizona 85007

LICENSE CERTIFICATE

ZennHome LLC
1205 E. South Temple
Salt Lake City, Utah 84103



For: 1205 E. South Temple, Salt Lake City, Utah, 84103

License Number: 9012
Class: D-10
License Renewal Date: November 10, 2023
License Renew By Date: February 8, 2025

STATE OF ARIZONA
Department of Housing
1110 West Washington, Suite 280
Phoenix, Arizona 85007

LICENSE CERTIFICATE

ZenniHome LLC
1205 E. South Temple
Salt Lake City, Utah 84103



For: 1205 E. South Temple, Salt Lake City, Utah, 84103

LICENSE EFFECTIVE THROUGH
STATE OF ARIZONA March 31, 2025


Registrar of Contractors CERTIFIES THAT

Willmeng Construction Inc



CONTRACTORS LICENSE NO. **ROC 323741** **A** CLASS
General Commercial
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND


JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA April 30, 2024

Registrar of Contractors CERTIFIES THAT

Willmeng Construction Inc



CONTRACTORS LICENSE NO. **ROC 082904** **CLASS B-1**
General Commercial
General Commercial Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND


JEFF FLEETHAM, DIRECTOR

GREAT AMERICAN INSURANCE COMPANY®

Administrative Offices: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-368-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 21059

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
LORI L. DAWSON-BROWN	ALL OF	ALL
MICHAEL D. SPECHT	PHOENIX,	\$100,000,000.00
DEBORAH K. ANDERSON	ARIZONA	
CLIFF SPICKLER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **25TH** day of **AUGUST** 20**20**



Michael D. Specht
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **25TH** day of **AUGUST**, 20**20**, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **12th** day of **April** 20**22**



Stephen C. Beraha
Assistant Secretary

S1029AH (03/20)

**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

RFQ EXHIBITS

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.

Indigenous Design Studio + Architecture

Applicant Name

8008 Pennsylvania Cir NE

Applicant Address

Albuquerque, NM 87110

Applicant Address

Applicant Address

Tamarah Begay

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

Principal-In-Charge / CEO

Title of individual signing on Applicant's behalf

Tamarah Begay

Signature of individual signing on Applicant's behalf

12/21/2023

Date

EXHIBIT C: AFFIDAVIT OF RESPONSIBILITY FOR SUBCONTRACTORS

CMAR For Design, Construction, and Installation Delivery of Modular, Manufactured, and Single-Family Custom-Built Homes for the Navajo Nation Division of Community Development located in Window Rock, Arizona of the Navajo Nation.

State of Arizona ss.
County of Apache

Affiant: Tamarah Begay, being first duly sworn hereby deposes and says:

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

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

signature of Affiant: Tamarah Begay
printed name of Affiant: Tamarah Begay
title of Affiant: Principal-In-Charge/CEO
name of Business Entity: Indigenous Design Studio + Architecture
type of Entity (LLC, Partnership, etc.): LLC

address of Business Entity: 8008 Pennsylvania Cir NE
Albuquerque NM, 87110
Business Entity's EIN: 45-5262522

NOTARY:
Subscribed and sworn to before me this 21st
day of December, 2023.
Notary Signature [Signature]
My commission expires November 30, 2025.



RFQ EXHIBITS

NAVAJO NATION CONTRACTOR AFFIDAVIT OF NON-COLLUSION

For Design, Construction and Delivery Services (service type) for the Manufactured, Modular, and Custom-Built Homes (name) Project, located in the Window Rock (location) of the Navajo Nation, state of Arizona, County of Apache

Tamarah Begay (Affiant name), being first duly sworn, hereby deposes and says that:

- 1. He/she is the Principal-In-Charge / CEO (job title) of Indigenous Design Studio + Architecture (Entity Name), the Entity that has submitted/is submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation for the above-named Project;
2. is authorized to represent this Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. is fully informed with respect to the preparation and contents of the Proposal, Statement of Qualification, or Bid submitted by said Entity for the above-named Project, and with respect to all pertinent circumstances regarding submission of said Proposal, Statement of Qualification, or Bid to the Navajo Nation.
4. Said Proposal, Statement of Qualification, or Bid is genuine and not collusive or sham;
5. Said Entity has not in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to:
a. submit a sham Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract for which said Proposal, Statement of Qualification, or Bid was/is being submitted, or
b. refrain from submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract;
6. Said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, or person, to:
a. fix any price or fee relating to any Proposal, Statement of Qualification, or Bid of said Entity or of any other entity, bidder, or person, or
b. to fix any price, overhead, profit, reimbursement, or cost element of said Proposal, Statement of Qualification, or Bid, or that of any entity, bidder, or person;
7. Said Entity has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, bidder, or person interested in the proposed contract for the above-named Project;
8. All statements set forth herein, and in said Proposal, Statement of Qualification, or Bid submitted to the Navajo Nation, are true.

Tamarah Begay (Signature of Affiant)
Tamarah Begay (Printed name of Affiant)
Principal-In-Charge / CEO (Title of Affiant)
Indigenous Design Studio + Architecture (Name of Entity)
8008 Pennsylvania Cir NE (Address of Entity)
Albuquerque, NM 87110
45-5262522 (Entity Employer Identification Number (EIN))

NOTARY:



Subscribed and Sworn before me this 21st day of December, 2023
Notary Signature (Sinclair Skye Norris)
My Commission expires November 3rd, 2025

ALBUQUERQUE PUBLISHING COMPANY
7777 Jefferson St. NE, Albuquerque, NM 87109

Ad Proof/Order Confirmation

SHAWNA BALLAY
2906 BURTON AVE SE
ALBUQUERQUE, NM 87106 USA

Account Number
1070008

Ad Order Number
0001582185

Ordered By Shawna Ballay
Customer EMail flyeth1@hotmail.com
Ad Cost \$172.20
Tax Amount \$13.13
Total Amount \$185.33
Amount Paid \$0.00
Amount Due \$185.33
Affidavits 0

Customer Phone 5053824745
PO Number
Sales Rep dmontoya
Order Taker dmontoya

Joint Ad #

To pay by Credit Card or ACH: Click on the link below or enter online through your browser.

<https://securepayment.link/abqjournal/>

Product Albuquerque Journal
Ad Number 0001582185-01
Ad Type 0 Legal Liner
Ad Size 1 X 130 ff
Color

Pick Up #

Placement 0Legal Notices
Classification 0Government
Sort Text NAVAJONATIONDIVISIONOF COMMU
NITYDEVELOPMENTCOMMUNITYHO
USINGINFRASTRUCTUREDEPARTME
NTNOTICEOFFREQUESTSFORQUALIFI
CATIONSNODCDCHID202302ARPA

Run Date
11/26/2023
11/26/2023
11/26/2023
12/03/2023
12/03/2023

WYSIWYG Content

Navajo Nation
Division of Community
Development
Community Housing &
Infrastructure Department
Notice of Requests for
Qualifications No. DCD-CHID-
2023-02-ARPA HOUSING

The Navajo Nation (Nation) Division of Community Development - Community Housing & Infrastructure Department (DCD-CHID) on behalf of the Navajo Nation is requesting for proposals from qualified firms to provide Construction Manager at Risk (CMAR) services to successfully design, build, and deliver manufactured, modular, and/or custom-frame build homes/hogans to residents throughout the Navajo Nation in the states of New Mexico, Arizona, and Utah. All potential offerors are encouraged to review the Request for Qualifications (RFQ) carefully, especially for mandatory requirements.

The Nation intends to award Indefinite Delivery / Indefinite Quantity (IDIQ) contracts to either a single offeror or multiple offerors that can provide seamless housing services by providing the design, construction, and installation services for home recipients as outlined further in Section 4 - Scope of Work of the RFQ. The objective of the Nation is to have master IDIQ contracts in place to issue project specific work orders for homes on a case-by-case basis for funding that may include ARPA, BIA, HUD, and Navajo Nation Funding over a five (5) year period.

Non-Mandatory Pre-Proposal Meeting Time: Tuesday, December 5, 2023, at 9:00 AM (MST)
Non-Mandatory Pre-Proposal Meeting Via Zoom Link meeting link as follows.

Join Zoom Meeting
<https://zoom.us/j/94432997079>
Call In Number
1-669-444-9171
Meeting ID: 944 3299 7079

If offeror has any issues connecting through the Zoom link provided, immediately contact the project representative below.

A copy of the RFQ that includes the pre-proposal meeting details, project funding source, project background, scope of work, and selection criteria can be obtained ONLY by sending an email to the following individual:

Project Representative:
Mr. Patrick Dalgai
Department Manager II
Community Housing and Infrastructure Department (CHID)
(928) 871-7240 (Office)
(480) 540-5466 (Mobile)
Email: pat_dalgai@nncid.org

Journat: November 26, December 3, 2023

From: notification@secureformnotification.com on behalf of [Albuquerque Publishing Co.](#)
To: [Shawna Ballay](#)
Subject: Thank You For Your Payment
Date: Thursday, November 23, 2023 8:07:34 AM

Thank You For Your Payment!

Below is a summary of your transaction

Payment Details

Account Name

Consensus Planning

Account #

1070008

How many invoices will you be making payment for?

One Invoice

(1) Ad Order #

0001582185

Billing Details

Email

ballay@consensusplanning.com

Phone

(505) 382-4745

Billing Address

302 8th Street NW
Albuquerque, New Mexico 87102
United States
[Map It](#)

hCaptcha

true

Order

Product	Qty	Unit Price	Price
(1) Payment Amount	1	\$185.33	\$185.33

Subtotal	\$185.33
3% Processing Fee	\$5.56
Total	\$190.89

Transaction ID: 1951479402

Customer Ad Proof

233-60008686

Navajo Nation Community Housing Infrastructure

Order Nbr 136294

Publication

Arizona Daily Sun

Contact

Navajo Nation Community Housing Infrastructure & D

Address 1

PO BOX 2389

Address 2

City St Zip

WINDOW ROCK AZ 86515

Phone

9283494560

Fax

Section

Legals

SubSection

Category

999 Public Notice

Ad Key

136294-1

Keywords

Notice of Requests for Qualifications No. DCD-CHID-

Notes

Ad Proof

PO Number

Rate

Order Price

Amount Paid

Amount Due

Legals

222.62

0.00

222.62

Start/End Dates

Insertions

Size

Salesperson(s)

Taken By

11/25/2023 - 12/02/2023

2

79

LEGAL ADVERTISING

Joann Nunez

233-60008686

Navajo Nation Community Housing Infrastructure

**Navajo Nation
Division of Community Development
Community Housing & Infrastructure Department**

Notice of Requests for Qualifications No. DCD-CHID-2023-02-AR-PA HOUSING

The Navajo Nation (Nation) Division of Community Development – Community Housing & Infrastructure Department (DCD-CHID) on behalf of the Navajo Nation is requesting for proposals from qualified firms to provide Construction Manager at Risk (CMAR) services to successfully design, build, and deliver manufactured, modular, and/or custom-frame build homes/hogans to residents throughout the Navajo Nation in the states of New Mexico, Arizona, and Utah. All potential offerors are encouraged to review the Request for Qualifications (RFQ) carefully, especially for mandatory requirements.

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Project Representative:
Mr. Patrick Dalgai
Department Manager II
Community Housing and Infrastructure Department (CHID)
(928) 871-7240 (Office)
(480) 540-5468 (Mobile)
Email: pat_dalgai@nnchid.org
11/25, 12/2

CONFIRMATION

CONSENSUS PLANNING
 302 8TH ST NW
 ALBUQUERQUE NM 87102--302

PO#:

<u>Account</u>	<u>AD#</u>	<u>Ordered By</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
2471415	0005860837	Shawna Ballay	\$29.17	\$385.45	Invoice	\$0.00	\$385.45

Ad Order Notes:
 Sales Rep: KTheodore

Order Taker: KTheodore

Order Created 11/21/2023

Product	Placement	Class	# Ins	Start Date	End Date
ELP-daily-times.com	ELPW-Legals	Legal Notices	2	11/26/2023	12/03/2023
ELP-FM Daily-Times	ELP-Legals	Legal Notices	2	11/26/2023	12/03/2023

Text of Ad: 11/21/2023

**Navajo Nation
Division of Community Development
Community Housing & Infrastructure Department
Notice of Requests for Qualifications No. DCD-CHID-2023-02-
ARPA HOUSING**

The Navajo Nation (Nation) Division of Community Development – Community Housing & Infrastructure Department (DCD-CHID) on behalf of the Navajo Nation is requesting for proposals from qualified firms to provide Construction Manager at Risk (CMAR) services to successfully design, build, and deliver manufactured, modular, and/or custom-frame build homes/hogans to residents throughout the Navajo Nation in the states of New Mexico, Arizona, and Utah. All potential offerors are encouraged to review the Request for Qualifications (RFQ) carefully, especially for mandatory requirements.

The Nation intends to award Indefinite Delivery / Indefinite Quantity (IDIQ) contracts to either a single offeror or multiple offerors that can provide seamless housing services by providing the design, construction, and installation services for home recipients as outlined further in Section 4 – Scope of Work of the RFQ. The objective of the Nation is to have master IDIQ contracts in place to issue project specific work orders for homes on a case-by-case basis for funding that may include ARPA, BIA, HUD, and Navajo Nation Funding over a five (5) year period.

Non-Mandatory Pre-Proposal Meeting Time: Tuesday, December 5, 2023, at 9:00 AM (MST)
Non-Mandatory Pre-Proposal Meeting Via Zoom Link meeting link as follows.

Join Zoom Meeting
<https://zoom.us/j/94432997079>
Call In Number
1-669-444-9171
Meeting ID: 944 3299 7079

If offeror has any issues connecting through the Zoom link provided, immediately contact the project representative below.

A copy of the RFQ that includes the pre-proposal meeting details, project funding source, project background, scope of work, and selection criteria can be obtained **ONLY** by sending an email to the following individual:

Project Representative:
Mr. Patrick Dalgai
Department Manager II
Community Housing and Infrastructure Department (CHID)
(928) 871-7240 (Office)
(480) 540-5468 (Mobile)
Email: pat_dalgai@nnchid.org
#5860837, Daily Times, November 26, December 3, 2023

LEGAL NOTICE
Window Rock - Apache County
Arizona

Navajo Nation
Division of Community
Development
Community Housing &
Infrastructure Department
Notice of Requests for
Qualifications No.
DCD-CHID-2023-02-ARPA
HOUSING

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(480) 540-5468 (Mobile)

Email: pat_dalgai@nnchid.org

Legal# XXXXX Published in The Independent November 29, 2023 and December 2, 2023.

Advertising Receipt

The Gallup Independent Company
 Independent
 P.O. Box 1210 Gallup, NM 87305
 500 N. 9TH Street Gallup, NM 87301

Phone: (505) 863-6811
 Fax: (505) 863-0039

TNN/DIV. OF COMMUNITY DEVELOPM
 LEGALS
 P.O. BOX 1904
 WINDOW ROCK , AZ 86515

Acct #: 01101690
Ad #: 00044309
Phone: (928)871-6442
Date: 11/21/1923
Ad taker: 004 **Salesperson:**

Sort Line: LE# XXXXX

Classification: 001

Description	Start	Stop	Ins.	Cost/Day	Total
01 The Independent AP Affidavit	11/29/1923	12/02/1923	2	196.00	392.00 35.00

Ad Text:

LEGAL NOTICE
 Window Rock - Apache County
 Arizona

Navajo Nation
 Division of Community Development
 Community Housing & Infrastructure Department
 Notice of Requests for Qualifications No. DCD-CHID-2023-02-ARPA
 HOUSING

The Navajo Nation (Nation) Division of Community Development –
 Community Housing & Infrastructure Department (DCD-CHID) on behalf of
 the Navajo Nation is requesting for proposals from qualified firms to

Payment Reference:

Total: 427.00
Tax: 31.61
Net: 458.61
Prepaid: 0.00

Total Due 458.61

The Gallup Independent
 Invoice A85818
 Sold by Loraef J.
 11/22/2023 at 11:42 am

Ad# 44309 / LE#20826 - Base Price	\$458.61
Sub-total	\$458.61
Tax	\$0.00
Total	\$458.61

Sold to Jim Strozier \$458.61
 Visa #6534 (keyed)
 Ad# Code: 022555

The Gallup Independent
 500 N 9th St
 Gallup, NM 87301

CASH RECEIPT

GALLUP INDEPENDENT

P.O. Box 1210 500 N. Ninth Phone 863-6811
 GALLUP, NEW MEXICO

DATE <u>11/22/23</u>		20	
NAME <u>TRINITY OF COMM</u>			
ADDRESS <u>1200</u>			
ACCOUNT #	AMOUNT		
<u>310</u>	<u>Ad# 44309</u>		
	DISCOUNT		
	2 TOTAL		
	TAX		
	NET TOTAL	<u>458</u>	<u>61</u>

061010302 PR Copyright 2019. All rights reserved. - 6587

CASH CHECK CREDIT CARD

BY _____ CASHIER	RECEIPT NUMBER A 85818
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Navajo Nation
Division of Community
Development
Community Housing &
Infrastructure Department
Notice of Requests for
Qualifications No. DCD-CHID-
2023-02-ARPA HOUSING

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(480) 540-5468 (Mobile)

Email: pat_dalgai@nnchid.org

Published in the Navajo Times:
November 30, 2023

Navajo Times

DINÉ BINAALTSOOS

Advertising Order Form

Customer Name: Consensus Planning

Billing Address: 302 8th Street NW
Albuquerque, New Mexico 87106

Telephone#: (505) 382-4745

FAX#: _____

E-Mail: ballay@consensusplanning.com

Contact Person: Shawna Ballay

Ad Run Dates:

1st Date: 11/30/23 8th Date: _____
 2nd Date: _____ 9th Date: _____
 3rd Date: _____ 10th Date: _____
 4th Date: _____ 11th Date: _____
 5th Date: _____ 12th Date: _____
 6th Date: _____ 13th Date: _____
 7th Date: _____ 14th Date: _____

Classified / Legal Cost Estimate:

# of Lines	Rate	# Runs	Subtotal
<u>75</u>	x <u>\$4.00</u>	x <u>1</u>	= <u>\$300.00</u>
_____	x _____	x _____	= _____
_____	x <u>\$15.00</u>	x _____	= _____
Affidavit: =			<u>\$4.00</u>
NN Tax: =			<u>\$18.00</u>
Total Cost: =			<u>\$322.00</u>

Important Notice

***OPEN RATE. PRE-PAYMENT REQUIRED.**

Credit/Debit Cards can be received over the phone, call (928) 871-1131. Checks must be Cashier's Check or Money order addressed to the Navajo Times.

Ad Size:

Full Page 1/2 Page 1/4 Page Happy Ad Other _____

Type of Payment: _____ Check/Money Order Credit/Debit Card #: _____

2% Charge on unpaid bills after every 30 days.

Make Payable to:

Navajo Times Publishing Co. • P.O. Box 310 • Window Rock, AZ 86515
Phone: (928) 871-1130 • Fax: (928) 871-1159

Special Instructions:

Prepayment Required to publish

RFQ - Linear Column ad to publish 1 weeks

Customer supplied ad info via Navajo Times Website

Deadline Monday at 3PM for that weeks issue

Mail final invoice & tearsheet to above address.

Sketch Area:

Navajo Nation
Division of Community Development
Community Housing & Infrastructure Department
Notice of Requests for Qualifications
No. DCD-CHID-2023-02-ARPA HOUSING

Customers Signature Date

Mirage 11/27/23
Advertising Signature Date

Navajo Times

DINE BI NAALTSOOS

Advertising Order Form

Customer Name: Consensus Planning

Billing Address: 302 8th Street NW
Albuquerque, New Mexico 87106

Telephone#: (505) 382-4745

FAX#: _____

E-Mail: ballay@consensusplanning.com

Contact Person: Shawna Ballay

Ad Run Dates:

1st Date: 11/30/23 8th Date: _____

2nd Date: _____ 9th Date: _____

3rd Date: _____ 10th Date: _____

4th Date: _____ 11th Date: _____

5th Date: _____ 12th Date: _____

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_____	x _____	x _____	= _____
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NAVAJO TIMES
 HWY 264 RTE 12 BLDG 53D
 WINDOW ROCK, AZ 8651500

11-28-2023 08:36:06

CREDIT CARD

VISA SALE

Card #: XXXXXXXXXXXXX6624

SEQ #: 1

Batch #: 1476

INVOICE L16

Approval Code: 028600

Entry Method: Manual

Mode: Online

Tax Amount: \$18.00

Avs Code: YNA

Card Code: M

Ad Size:

Full Page 1/2 Page 1/4 Page Happy Ad

Type of Payment: Check/Money Order C

2% Charge on unpaid bills after every 30 days.

Navajo Times Pub
Phone

SALE AMOUNT \$322.00

CUSTOMER COPY

Z86515

Special Instructions:

Prepayment Required to publish

RFQ - Linear Column ad to publish 1 weeks

Customer supplied ad info via Navajo Times Website

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Navajo Nation
 Division of Community Development
 Community Housing & Infrastructure Department
 Notice of Requests for Qualifications
 No. DCD-CHID-2023-02-ARPA HOUSING

Customers Signature _____ Date _____

Mirage Advertising Signature _____ 11/27/23 Date

EXHIBIT 2

AGREEMENT FOR SUB-CONTRACTOR SERVICES

This Agreement for Sub-Contractor Services (“Subcontract”) is entered into as of January 17, 2025 (the “Effective Date”), between INDIGENOUS DESIGN STUDIO + ARCHITECTURE, LLC (“Contractor”) having its principal place of business at 8008 Pennsylvania Cir. NE, Albuquerque, NM 87110, and ZENNIHOME LLC (“Sub-Contractor”) having its principal place of business at 1500 N. Desert Paintbrush, Page, AZ 86040 (collectively referenced herein as “the Parties”).

RECITALS

A. Contractor has entered into an Indefinite Delivery/Indefinite Quantity (IDIQ) Master Contract dated August 30, 2024, Contract No. CO16637 (“Master Contract”), with Contractor’s client the Navajo Nation (“Owner”), for comprehensive, full-service professional on-call design/build, purchase and delivery of modular homes throughout the Navajo Nation, as described in Exhibit A to the Master Contract (“the Project”).

B. In connection with the Project, on December 23, 2024, Contractor received a Notification of Successful Cost Proposal Selection for Contractor’s Work Order No. 4, attached hereto as **Exhibit A**.

C. Contractor desires to engage Sub-Contractor to perform certain sub-contractor services related to Work Order No. 4.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Contractor and Sub-Contractor hereby acknowledge, the Parties hereby agree as follows:

ARTICLE 1
SCOPE OF WORK

1.01 Sub-Contractor shall provide the following services to Contractor:

Subcontractor shall manufacture, deliver and install 160 modular homes according to the requirements set forth in Contractor’s Work Order No. 4 (**Exhibit A**), which states:

All Units will require:

- 3 Bedroom; 1 Bathrooms
- ADA complaint fixtures or finishes doorway (Bathroom, Hallway, Front Doorway)
- Electric Appliances (Kitchen Stove)
- Electric Appliances (Furnace, Water Heater, Refrigerator)
- Wood Burning Stove

and which further describes the 160 units as:

3 Bedroom; 1 Bathroom Navajoized Units, ADA-compliant required for bathroom and interior & exterior doors.

As stated in the scope summary, the Nation assumes a standard drawing set for all 3-bedrooms and 1-bathroom units at the minimum of 1000 square feet per unit. Utilizing previously stated assumptions, the unit cost shall be fully inclusive of the design, delivery, [install foundations that are adequate for the design intent of the structures] ~~site preparation (cut/fill/over excavation)~~ [*] unit placement inclusive of any equipment required, a 12-month warranty, wood burning stove, quality control testing, interior finish, exterior finish, access steps for both the front/back doors,

utility stub outs within 10' of the modular unit, and any structural foundation support required for the foundation type utilized for the cost proposal.

and which provides additional specifications and criteria for the 160 units, which are expressly incorporated herein.

* Modifications pursuant to December 5, 2024, letter to Owner. To the extent Owner objects to the bracketed modification, the original language shall apply.

The above scope is hereinafter referenced as "Scope of Work" or "Work."

1.02 Sub-Contractor shall not have any duties or responsibilities for any other work relating to the Project unless the Parties enter into a separate agreement.

ARTICLE 2
SUBCONTRACT FIXED COST

2.01 Subject to the terms and conditions of this Subcontract being met, Contractor shall pay Sub-Contractor a fixed cost of \$274,811.29 per unit. The total cost for the 160 units shall not exceed \$43,969,806.40. The fixed cost for each unit shall be paid only in accordance with Article 3 below. The Navajo Nation sales tax of 6% is \$16,488.68 per unit, for a total of \$2,638,188.38 for 160 units. Pursuant to Contractor's Master Contract with Owner, the Navajo Nation sales tax of 6% is automatically withheld from the payments that Owner makes to Contractor under the Master Contract and the Work Order. As a result, Sub-Contractor does not remit the Navajo Nation sales tax of 6% when it receives payments from Contractor pursuant to this Sub-Contract. All other taxes, if any, are the exclusive responsibility of Sub-Contractor to pay to the appropriate governing authority and Contractor has no liability for same.

ARTICLE 3
PAYMENT SCHEDULE AND TERMS

3.01 Subject to the terms and conditions of this Subcontract being met, Contractor shall pay Sub-Contractor according to the following:

"Payment Schedule" for the fixed cost of \$274,811.29 per unit:

\$137,405.65, 50% - Upon the condition in Section 3.02 being met
\$68,702.82, 25% - Upon delivery and set up of the unit
\$41,221.69, 15% - Upon completion of the install of the unit
\$27,481.13, 10% - After final punchlist for the unit completed by Sub-Contractor and final inspection and approval of the unit by Contractor

3.02 Payments made to Sub-Contractor shall be used exclusively for the Scope of Work, and not for any other purpose. Sub-Contractor's monthly invoices must be supported by adequate verification, documentation, and itemization of all required Scope of Work deliverables, in compliance with Master Contract Section 22.1. When requested by Contractor, Sub-Contractor shall submit proper verification of invoices, reports, documents or any other information related to this Subcontract within 14 calendar days of the date of request, in compliance with Master Contract Section 36. Sub-Contractor shall comply with recordkeeping and audit requirements, in compliance with Master Contract Section 38, and agrees that its authorized representative will sign any release required by Section 38 if requested.

3.03 For the initial payment of 50%, Sub-Contractor shall submit an invoice to Contractor that includes: 50% of the fixed cost of \$274,811.29 per unit for 160 units, which totals \$21,984,903.20. After Contractor's approval of the invoice, Contractor will process the initial payment to Sub-Contractor.

3.04 For the progress payments of 25%, 15% and 10%, Sub-Contractor shall submit monthly invoices to Contractor that include: (i) the identifying number of each unit that is listed in the invoice (Sub-Contractor shall assign an identifying number to each unit upon the start of that unit in the manufacturing process, starting at UNIT ID No. 1 and continuing to 160, and such identifying number shall be used for tracking progress and invoicing purposes), (ii) which fixed cost percentage is being invoiced for each unit listed (per the schedule in Section 3.01 above, i.e., 25%, 15% or 10%), and (iii) a description of the work completed for that unit that is the basis for the requested progress payment and attaching supporting documentation to verify the request. Such invoices shall include the content that is further detailed in the attached **Exhibit B**. After Contractor's approval of a monthly invoice, Contractor will process the progress payment for the unit; however, Contractor's obligation to make such payment is contingent upon Contractor's receipt of funds for such payment from Owner.

3.05 All invoices shall be submitted to Contractor no later than 15 days prior to the last day of each month. All invoices shall cover a period of one calendar month ending on the last day of the month. Contractor shall review invoices and, if they are considered incorrect or untimely, Contractor shall, within 10 days from receipt, review the matter with Sub-Contractor and confirm in writing Contractor's understanding of the disposition of the issue.

3.06 Any delay in payments made to the Contractor by Owner, which causes a corresponding delay in payments from Contractor to Sub-Contractor, shall not be considered a breach of this Subcontract.

3.07 Notwithstanding anything to the contrary herein, Contractor may withhold from any payment, the amount which, in Contractor's reasonable opinion, is necessary to protect Contractor from any overpayment, claims, damages, lawsuits or losses which may directly result from Sub-Contractor's failure to perform the Work in accordance with the requirements of this Subcontract.

ARTICLE 4 **TERM; WORK SCHEDULE**

4.01 The term of this Subcontract shall expire 1 year from the Effective Date unless terminated earlier or upon the completion of the Scope of Work. The term may be extended only upon prior written agreement of both Parties.

4.02 Sub-Contractor shall commence promptly and diligently pursue completion of the Scope of Work within the time parameters and milestones set forth in **Exhibit C** ("Work Schedule").

4.03 The Work Schedule reflects the minimum number of units to be manufactured, delivered and installed, and may be accelerated, in the sole discretion of Sub-Contractor, such that Sub-Contractor completes the Work before the required time parameters and milestones.

4.04 The Work Schedule shall not be delayed, except by labor disputes, fire, unusual delays in deliveries of materials, unavoidable casualties, or other causes beyond Sub-Contractor's

control. If the Work Schedule is delayed by one of the aforementioned causes, Sub-Contractor shall provide written notice to Contractor with 10 days of the event causing delay, and Contractor shall determine an equitable adjustment. Sub-Contractor's failure to submit written notice to Contractor within 10 days of the event causing the delay shall constitute a waiver of Sub-Contractor's right to assert that such delay justifies an extension of the Work Schedule.

4.05 Sub-Contractor acknowledges that TIME IS OF THE ESSENCE of this Subcontract and accepts and confirms that the time allowed in the Work Schedule is reasonable for completing the Work and agrees to dedicate such personnel and other resources as may be necessary to guarantee that the Work is continuously managed and performed in a diligent, skilled and workmanlike manner in accordance with Contractor's objectives of cost, time and quality. Sub-Contractor's failure to complete the Work within the time parameters and milestones set forth in the Work Schedule shall constitute a breach of this Subcontract.

4.06 On or before the first of every month during the term of this Subcontract, Sub-Contractor shall submit a written status report to Contractor with sufficient details concerning the progress on the Scope of Work and compliance with the Work Schedule.

ARTICLE 5

SUB-CONTRACTOR'S REPRESENTATIONS AND DUTIES

5.01 Sub-Contractor shall ensure that it is in compliance with, and all aspects of the Work are in compliance with, applicable federal and Navajo Nation laws, regulations, executive orders, policies, codes and regulations including but not limited those set forth in this Subcontract, Work Order No. 4 and Contractor's Master Contract.

5.02 At all times during the term of this Subcontract, Sub-Contractor shall maintain in force all registrations and licenses required by any governmental authorities having jurisdiction over Sub-Contractor, including but not limited to registration and license to conduct business on the Navajo Nation.

5.03 Sub-Contractor represents that it has expertise in modular home manufacturing and that it will perform the Work consistent with the standard of care, defined as the degree of diligence and care ordinarily exercised by experienced and fully competent modular home manufacturers. This standard of care shall be deemed to apply to, govern, and be the basis from which Sub-Contractor's performance shall be evaluated in any dispute resolution proceeding.

5.04 Sub-Contractor shall attend all meetings scheduled by Contractor to discuss the Work.

5.05 Promptly upon request, Sub-Contractor shall provide copies of drawings, reports, specifications and other information that Contractor deems necessary, and in the format Contractor requires.

5.06 Sub-Contractor may not retain sub-contractors for any portion of the Work unless it obtains Contractor's prior written approval, except for sub-contractors providing subassemblies, appliances, or installation services.

5.07 If Sub-Contractor encounters hazardous materials or substances while performing the Work under this Subcontract, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered by Sub-Contractor, Sub-Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and

notify Contractor. When the substance or material has been rendered harmless, the Work in the affected area shall resume upon written agreement from Contractor.

5.08 Upon the completion of delivery and installation at a home site, Sub-Contractor shall remove its tools, construction equipment, machinery, and any surplus material, and shall properly dispose of waste material.

ARTICLE 6
SUB-CONTRACTOR'S WARRANTY

6.01 **Materials and Labor.** Sub-Contractor warrants to Contractor that all labor, workmanship, materials, equipment, and furnishings used in, or incorporated into, the Work, will be of good quality, new, that the Work will be free from defects in design, materials, and workmanship, and that all work will conform with the requirements of this Subcontract and Work Order No. 4. Sub-Contractor acknowledges that any part of the Work that does not conform with these requirements, including substitutions not properly approved and authorized by Contractor, and including non-conformance relating to any materials, equipment, furnishings, labor, installation or workmanship, may be considered defective.

6.02 **One-year warranty; repair or replacement.** Sub-Contractor agrees to repair, replace, re-perform or pay the Contractor and/or Owner, whichever is applicable, the reasonable cost of such repair, replacement, or reperformance any portion of the Work that Contractor and/or Owner deems in its sole discretion to be defective, so long as Contractor and/or Owner submits to the Sub-Contractor a written notice of any defect within one (1) calendar year following the completion of Final Inspection for the Work. The choice among repair, replacement, re-performance, or payment shall be the Sub-Contractor's. Any steps taken by the Sub-Contractor to correct defects shall not act to extend the term of this warranty. All repairs, replacement, or re-performance by the Sub-Contractor shall be at no charge to Contractor or Owner and shall be performed within sixty (60) calendar days of the Sub-Contractor's receipt of notification of the defect, which period shall be extended for delays outside of the Sub-Contractor's control.

6.03 Sub-Contractor agrees that the warranty shall be effective as of the date of completion of the Final Inspection Form and run for 1 calendar year from such date.

ARTICLE 7
INDEPENDENT CONTRACTOR

7.01 Sub-Contractor shall act as an independent contractor in providing the Work. The means and methods Sub-Contractor employs to provide the Work are matters entirely within its discretion and control in accordance with accepted industry practices. Sub-Contractor has no authority to act as an agent of Contractor. Sub-Contractor acknowledges and agrees that as an independent contractor, it is solely responsible and liable for performance of all duties, obligations and responsibilities as an employer of individuals hired or retained by Sub-Contractor to provide services hereunder. Contractor shall not be responsible for the acts or omissions of Sub-Contractor.

ARTICLE 8
AUTHORIZED REPRESENTATIVES; NOTICES; COMMUNICATIONS

8.01 Contractor has designated Tamarah Begay (Email: tbegay@ids-a.com) to be its representative with respect to this Subcontract, whose decisions, notices and directives shall be binding upon Contractor. Sub-Contractor has appointed Michael Schmitt (Email: michael@zennihome.com) to be its representative with respect to this Subcontract, whose decisions, notices and directives shall be binding upon Sub-Contractor.

8.02 All notices and other communications to be given hereunder shall be in writing, shall be sent by email, and shall be deemed to have been received upon an email system delivery confirmation.

8.03 Pursuant to its contracts with Owner, Contractor is the administrator of the services for the Project and as such is the entity with authority to facilitate the exchange of information among the Owner, Sub-Contractor and other sub-contractors or consultants as necessary for the coordination of the Work. Accordingly, all communications related to this Subcontract or the Work shall be forwarded and communicated through Contractor.

ARTICLE 9

LIENS

9.01 Except for normal banking lines of credit to facilitate liquidity while waiting for payment under this Subcontract, Sub-Contractor covenants and agrees to keep the modular units free and clear from any and all liens for work performed or materials and equipment furnished and Sub-Contractor agrees to indemnify Contractor and Owner against any and all costs, attorney fees, expenses, losses and all damage resulting from the filing of any such liens against Contractor or Owner or the modular units. If a lien is filed by a subcontractor or vendor of Sub-Contractor, Sub-Contractor will immediately take whatever action is necessary to remove such lien at Sub-Contractor's expense. Sub-Contractor shall, upon request by Contractor, furnish waivers of such liens or receipts in full for all claims for such work or materials and equipment and an affidavit that all such claims have been fully satisfied. Sub-Contractor guarantees that, before the final progress payment is requested for each unit, such unit and all Work for such unit, shall be free of liens, claims and security interests of third parties, and agrees to indemnify Contractor and Owner against any and all costs, attorney fees, expenses, losses and all damage resulting from any such interest.

ARTICLE 10

MUTUAL INDEMNIFICATION

10.01 Contractor and Sub-Contractor shall defend, indemnify and hold harmless the other Party, including its successors and assigns and its officers, employees and agents from and against any and all losses, costs, damages, claims, expenses, attorney's fees, or other liabilities whatsoever, for any injury, illness, disease or death to persons and for any damage to any property arising from the negligent acts or omissions by the indemnifying Party and related to this Subcontract, regardless of whether any liability is caused in part by the indemnified Party. The obligations set forth in this Article shall survive termination of this Subcontract.

ARTICLE 11

INSURANCE

11.01 Pursuant to Section 16.9 of the Master Contract, Sub-Contractor shall at a minimum meet the Insurance Requirements outlined in the Master Contract, issued by a licensed or approved insurer with

an “A.M. Best” rating for the term of this Subcontract and naming Contractor and Owner as additional insureds. In addition, Sub-Contract shall carry the following insurance coverages:

- 11.01.01 Commercial General Liability, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- 11.01.02 Workers’ Compensation with statutory benefits and employer liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000;
- 11.01.03 Automobile Liability minimum limit of \$1,000,000 per accident and should include non-owned and hired automobiles;
- 11.01.04 Pollution Liability Coverage with a minimum limit of \$1,000,000 per occurrence;
- 11.01.05 Umbrella Liability with a minimum limit of \$1,000,000 per occurrence; and
- 11.01.06 Professional Liability with a minimum limit of \$1,000,000 per claim, \$2,000,000 aggregate.

11.02 Sub-Contractor shall warrant that any retroactive date under the policy precedes the effective date of this Subcontract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning as of the date that performance under this Subcontract is completed.

11.03 Sub-Contractor’s insurance coverage shall be on a primary, non-contributory basis with any other insurance coverages and/or self-insurance carried by Contractor or Owner.

11.04 All Sub-Contractor’s coverages shall include a waiver of subrogation in favor of Contractor and Owner for losses arising from work performed or services provided by Sub-Contractor pursuant to this Subcontract.

11.05 Sub-Contractor’s policy shall include a “Separation of Insured” clause.

11.06 Sub-Contractor shall provide Contractor certificates of insurance. Each insurance policy required by this Subcontract must be in effect upon, or prior to, commencement of performance under this Subcontract and shall remain in effect until such time as all of its obligations under this Subcontract have been fully and satisfactorily completed.

ARTICLE 12
COPYRIGHTS AND LICENSES

12.01 Pursuant to Section 39.0 of the Master Contract, all intangible and intellectual property or work product that is produced by the Contractor or any of its subcontractors, which work product is embodied in any tangible medium such as notes, plans, or drawings, including the overall form as well as the arrangement and composition of spaces and elements in the medium, and is produced for purposes of fulfilling any duties under this Subcontract or the Master Contract, shall be and remain the property of the

Navajo Nation at all times, whether or not such product is completed or certified, and may be used by the Navajo Nation, except for the limitations provided in Sections 39.1 and 39.2 of the Master Contract.

12.02 Contractor and Sub-Contractor shall not make changes in each other's Instruments of Service without written permission of the other party.

12.03 Sub-Contractor shall maintain on file and make available to Contractor design calculations for the Work, and shall furnish copies thereof to Contractor on request.

ARTICLE 13
DISPUTES AND GOVERNING LAW

13.01 Any claim, dispute or other matter in question arising out of or relating to this Subcontract shall be subject to the same dispute resolution provisions as set forth in Section 46.0 of the Master Contract.

13.02 Mutual Waiver of Consequential Damages. Neither party to this Subcontract shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this agreement, or out of any goods or services furnished hereunder.

13.03 This Subcontract shall be governed by, construed and enforced in accordance with the laws of the Navajo Nation.

ARTICLE 14
TERMINATION OR SUSPENSION

14.01 Either Party may terminate this Subcontract if the other Party violates or breaches any of the terms and conditions herein and does not remedy such violation or breach within 30 days after receiving written notice from the non-breaching Party specifying the violation or breach.

If either Party chooses, without waiving other remedies, it may take reasonable steps to correct the violation or breach and recover the costs of correction, either through mutual agreement or by deducting such costs from payments due to the breaching Party, provided such deduction is reasonable, documented, and agreed upon in good faith.

14.02 Contractor may also terminate this Subcontract or suspend Sub-Contractor's services for the reasons set forth in Section 26.0 of the Master Contract.

14.03 Contractor shall promptly notify Sub-Contractor of termination or suspension.

14.04 In the event this Subcontract is terminated, Sub-Contractor will be paid for the Work on units that have been completed, delivered and installed before the termination date, subject to Contractor's rights to audit, offsets or damages, and subject to such payment being received by Contractor from Owner. Any amounts paid to Sub-Contractor for the Work on units that have not been completed, delivered and installed before the termination date shall be returned to Contractor within 5 days of the termination.

14.05 Except as provided in Section 14.04, neither Party shall have any liability to the other for compensation, expenses, additional fees, anticipated profits for unperformed or incomplete Work, lost business opportunities, or any overhead or other costs attributable to a termination by the other Party under this Subcontract.

ARTICLE 15
COMPLIANCE WITH NAVAJO NATION LAWS, FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS

15.01 Sub-Contractor hereby acknowledges that applicable laws, prohibit Sub-Contractor from placing a lien on any Site of the Project.

15.02 Sub-Contractor shall comply with the Navajo Nation's Business Procurement Act, 12 N.N.C §§ 1501, et seq., the Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., the Navajo Business Opportunity Act, 5 N.N.C. §§ 201 et seq., and all other applicable Navajo Nation laws and regulations and of the United States now in force and effect or as hereafter may come into force and effect that pertain to the work to be performed or services to be provided under this Subcontract, unless specifically excused from compliance with these laws.

15.03 Sub-Contractor shall comply with applicable federal and state laws, regulations, codes, requirements, policies, procedures and executive orders including but not limited to: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Procurement Standards, 2 CFR Part 200 and Subpart D; International Building Code; National Electric Code; Uniform Plumbing Code; OSHA; NFPA 5000; Sanitation Facilities Construction Technical Provisions; BIA local standards and specifications; Federal Highway Administration Standards; Urban Planning and Space Standards Regulations; applicable Arizona, New Mexico and Utah Building Codes; AASHTO Standard, Guides, and Specifications; BIA Manuals; U.S. Housing and Urban Development Regulations; Title VI of the Civil Rights Act of 1964; Contract Work and Safety Standards Act; and other applicable State or Federal Manuals, Standards, Guidelines and standard procedures as requested for each assigned Project, unless specifically excused from compliance with these laws.

15.04 During the performance of this Subcontract, Sub-Contractor agrees as follows:

15.04.01 Sub-Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Sub-Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 15.04.02 Sub-Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 15.04.03 Sub-Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 15.04.04 Sub-Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 15.04.05 Sub-Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 15.04.06 Sub-Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 15.04.07 In the event of Sub-Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part in accordance with procedures authorized by Executive Order 11246 of September 24, 1965. Prior to any such action, Sub-Contractor shall be provided written notice of the alleged noncompliance and a 7 day period to remedy the violation or demonstrate compliance. If Sub-Contractor fails to remedy the

violation or demonstrate compliance within the specified period, Sub-Contractor may also be declared ineligible for further Government contracts or federally assisted construction contracts as provided by Executive Order 11246, or other applicable laws, rules, regulations, or orders. Any sanctions imposed or remedies invoked shall be in accordance with the due process rights afforded to Sub-Contractor under applicable law.

15.05 Sub-contractor is encouraged to adopt and enforce a policy requiring on-the-job seat belt usage (Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)) and a policy banning texting while driving (Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)).

15.06 Sub-Contractor attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Sub-Contractor attests that it has certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Sub-Contractor further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

15.07 Under Section 3702 of the Contract Work Hours and Safety Standards Act, (40 U.S.C. 327 through 333) the Sub-Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Pursuant to 40 U.S.C. 3704 no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15.08 In accordance with 41 U.S.C. § 4712, the Sub-Contractor shall provide protections for whistleblowers. The Sub-Contractor shall not discharge, demote, or discriminate against an employee in reprisal for disclosing to the Sub-Contractor, Contractor, the Navajo Nation, or relevant federal authorities, evidence of gross mismanagement or waste of funds provided under the Master Contract, an abuse of authority relating to the Master Contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation.

15.09 In accordance with the American Rescue Plan Act of 2021 (ARPA), Sub-Contractor shall comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives, which may include but shall not be limited to: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; Procurement Standards in 2 C.F.R. Part 200 Subpart D; and applicable legal requirements cited in 2 C.F.R. Part 200 Appendix II.

15.10 Sub-Contractor shall comply with all federal requirements in the ARPA; the Financial Assistance Agreement between Treasury and the Navajo Nation; the CSLFRF Final Rule and other Treasury guidance in the form of Frequently Asked Questions; and the CSLFRF Compliance and

Reporting Guidance.

15.11 Any publications produced with ARPA funds must display the following language: “This project [is being][was] supported, in whole or in part, by federal award number 21.027 awarded to the Navajo Nation by the U.S. Department of the Treasury.”

15.12 Sub-Contractor agrees to assist and cooperate with Contractor and Owner and their designated representatives in the monitoring of the Work to which this Subcontract relates, and to provide timely access to records and submit reports as may be requested by Contractor or the Owner to facilitate the Navajo Nation’s compliance with ARPA requirements.

15.13 Sub-Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

ARTICLE 16 **CONFIDENTIALITY**

16.01 For purposes of this Article, “Confidential Information” means any and all information (and any and all documents or other media or materials containing information) that is: (a) not publicly available and that pertains to the Work or the Project, whether or not such information is expressly labeled or described as confidential; (b) expressly labeled or described as confidential; (c) generated by either Party pursuant to this Subcontract, including without limitation, all quotes, estimates, bids, reports, maps, surveys, plans, computations, etchings, sketches, tracings, drafts and all other original documents; and (d) any other information that should reasonably be recognized as Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information which: (e) was known by the receiving Party prior to receiving the Confidential Information from the disclosing Party; (f) is or becomes publicly available through no fault of or failure to act by the receiving Party in breach of this Subcontract; or (g) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

16.02 Each Party agrees not to disclose or allow access to any Confidential Information to any person (including employees, except as necessary to perform the Work), to refrain from using Confidential Information for purposes other than the performance of the Work, to refrain from reproducing any Confidential Information except as necessary to perform the Work, and to return to the disclosing Party all documents and other materials containing Confidential Information immediately upon the disclosing Party’s request and in any event, upon the termination of this Subcontract or completion of the Sub-Contractor’s services.

16.03 Notwithstanding the foregoing, either Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving Party promptly notifies the disclosing Party in

writing, to the extent practicable, of such demand for disclosure so that the disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. If the disclosing Party is unable to obtain or does not seek a protective order and the receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

16.04 Each Party shall notify the other Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the receiving Party, or any other breach of this Subcontract, and will cooperate with efforts by the disclosing Party to regain possession of Confidential Information and prevent its further unauthorized use.

16.05 Each Party acknowledges that the other Party will not have an adequate remedy under any applicable laws for any breach of the foregoing provisions, and that, accordingly, the disclosing Party may obtain injunctive relief or a decree of specific performance directing the receiving Party to cure any such breach and to refrain from further actions that would constitute such a breach. Each Party acknowledges and agrees that its obligations hereunder and all other confidentiality provisions of this Subcontract are fiduciary in nature, and that any release of Confidential Information by either Party contrary to these confidentiality provisions shall be subject to all remedies and damages available to the other Party at law or equity for breach of fiduciary duty. The disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.01 Contractor and Sub-Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Subcontract.

17.02 Sub-Contractor shall not in any manner whatsoever assign, convey, transfer, or sublet any rights to this Subcontract or any interest therein, any work product resulting from the Work performed, or any monetary claims against Contractor, to any related or common ownership entity or to any third party without the prior written consent of Contractor. Any attempted assignment without such prior consent shall be void; said consent may be granted, granted upon conditions, or withheld, at Contractor's sole discretion.

17.03 The invalidity or unenforceability of any one of the terms, conditions, covenants or provisions of this Subcontract, or any portion thereof, shall not affect the remaining portions thereof, and the Subcontract shall be construed and enforced as if such invalid term, condition, covenant or provision had not been included herein.

17.04 This Subcontract represents the entire and integrated agreement between Contractor and Sub-Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

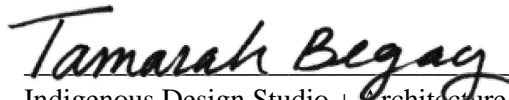
17.05 This Subcontract may be amended only by written instrument signed by both Contractor and Sub-Contractor.

17.06 A copy of Contractor's agreement with the Owner, known as the Master Contract, is attached hereto as **Exhibit D**. Pursuant to Section 30 of the Master Contract, all of Contractor's subcontractors are bound by all provisions, conditions and covenants contained in the Master Contract. Where a provision of this Subcontract is inconsistent with the Master Contract, the Master Contract shall

govern. In the event of a conflict between the terms of the Master Contract and Work Order No. 4, the Master Contract shall govern, except that any conflict related to specifications for the units in Work Order No. 4 shall take precedence.

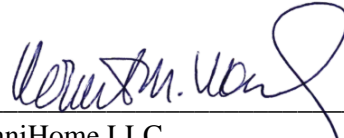
17.07 This Subcontract may be executed in counterparts, all of which shall constitute a single agreement. This Subcontract may be executed by electronic signatures which shall be deemed legally binding and enforceable.

CONTRACTOR:


Indigenous Design Studio + Architecture, LLC
By: Tamarah Begay, President/CEO

January 17, 2025
Date

SUB-CONTRACTOR:


ZenniHome LLC
By: Robert M. Worsley, CEO/Founder

January 17, 2025
Date

EXHIBIT A

Exhibit A

Navajo Nation DCD/CHID IDIQ ARPA HOUSING WORK ORDER FORM – MODULAR HOUSING

CHAPTER AND PROJECT NAME	Various Chapters – Navajo Nation Wide		
PROJECT DESCRIPTION	Construction and Delivery of (160) 3-bedroom; 1-bathroom Modular Units		
CONTRACT NO.	CO16637	WORK ORDER NO.	No. 4
REQUESTING DEPARTMENT	CHID	DATE OF REQUEST	12/18/2024
PROJECT MANAGER	liná bá, Inc	CONTRACTOR	IDS+A
NUMBER OF UNIT(S)	160		

CONTRACTOR IS REQUESTED TO PROVIDE A COST PROPOSAL FOR THE FOLLOWING SCOPE OF WORK

NAME OF RECIPIENT	Attached are 160 Applicants with Chapter and Coordinates for location.
BEDROOMS, BATHROOMS, AND SQUARE FOOT REQUIREMENTS (Insert Minimum / Maximum Square Footage)	<p>All Units will require:</p> <ul style="list-style-type: none"> • 3 Bedroom; 1 Bathrooms • ADA complaint fixtures or finishes doorway (Bathroom, Hallway, Front Doorway) • Electric Appliances (Kitchen Stove) • Electric Appliances (Furnace, Water Heater, Refrigerator) • Wood Burning Stove
SCOPE AND DESCRIPTION	<p>Please review this section carefully. The Navajo Nation is requiring a fixed cost proposal for a bulk-order of <u>160-Navajonized</u> units across the Nation. After review of the preliminary questions and answers with IDS+A, please note the following:</p> <ol style="list-style-type: none"> 1. No coordinates and site information will be provided at this time. IDS+A will need to make assumptions about site conditions as part of the cost proposal and all assumptions need to be included in the IDS+A response for review by the Nation's as part of the Nation's consideration of the overall anticipated cost per site. Assumptions shall include, but not be limited to: <ol style="list-style-type: none"> a. Assumed soil conditions. b. Assumed structural foundation design. c. Assumed delivery conditions and costs for equipment to deliver and set the modular home. d. Assumed responsibilities of the Nation.

2. The Nation does not agree on a per unit design “use” fee. IDS+A proposed modular units for this project, and the Nation assumes and expects that all architectural drawings are standard for each modular home and that the interior layout of each home will be exactly the same to ensure consistency with the delivery and installation of each unit; however, the Nation acknowledges the structural / foundation site design will be unique to each home based on the site-specific. The Nation suggests that IDS+A’s proposal be based on the more conservation foundation type out of the three (3) suggested in the initial response. Based on the preliminary schematic view of the modular units, they appear to have flat roofs. All units designs and costs shall account for the appropriate installation of down spouts and splash blocks for proper drainage of the water away from the modular unit at the conclusion of installation.
 - a. Any deviations from the architectural design requirements that don’t fit this request, need to be outlined in detail in the IDS+A response.

LOCATION SPECIFICS (MAPS AND COORDINATES ATTACHED FOR REFERENCE)

Maps and location coordinates for the subject structures will be provided at a later date under a separate submittal.

SITE SPECIFIC INFORMATION (GEOTECH, ARCH/BIO, HOMESITE LEASE, ETC.)

All modular sites require approved/finalized homesite leases. CHID has copies of the homesite and/or residential leases on file.

SITE PREPARATION SPECIFICS

Outline any site-specific considerations per location. May be different per site. All site-specific locations are to entail same general pre-construction activities.

DESIGN SPECIFICATIONS AND OTHER PROVISIONS

Homes designed shall be with upgraded materials for energy efficiency. Floor System, Exterior/Interior Walls, Roof System, Windows and increased Insulation R-Values.

WATER UTILITY REQUIREMENTS / ASSIGNMENTS

Waterline: Stub out five (5) to 10 feet from the subject structures or per NTUA guidelines.

WASTEWATER UTILITY REQUIREMENTS / ASSIGNMENTS

Stub out five (5) to 10 feet from the subject structures or per NTUA guidelines.

ELECTRIC UTILITY REQUIREMENTS / ASSIGNMENTS

Service pole and meter base will be set by NTUA, or other utility provider guidelines (e.g., APS).

GAS UTILITY REQUIREMENTS / ASSIGNMENTS	Stub out five (5) to 10 feet from the subject structures. Any units to be supplied with LP gas will be installed by the propane provider in accordance with their specifications or guidelines.
BID ALLOWANCE OPTION NO. 1 (AS APPLICABLE)	
BID ALLOWANCE OPTION NO. 2 (AS APPLICABLE)	
DELIVERY REQUIREMENTS	Deliver and set-up at site on Contractor. Conditions to be assessed prior to delivery by the Contractor.
WARRANTY REQUIREMENTS	The modular structures will come with a standard manufacturer's warranty period as specified in the approved Cost Proposal. Site construction and unit installation shall have a workmanship warranty period of not less than one (1) year from acceptance by the Owner.

WORK ORDER SCHEDULE	
ISSUANCE OF WORK ORDER	December 18, 2024
MANDATORY SITE VISITS	At the request of the IDS+A (Contractor)
DEADLINE TO SUBMIT QUESTIONS	December 18, 2024
DEADLINE FOR ADDENDUM/CLARIFICATION	December 19, 2024
DEADLINE FOR COST PROPOSAL	December 20, 2024

PROJECT SCHEDULE	
DESIGN / LAYOUTS SUBMITTAL	
UNIT DELIVERY	
SUBSTANTIAL COMPLETION	

**FINAL COMPLETION
WITH UTILITIES**

NAVAJO NATION DCD/CHID IDIQ ARPA HOUSING WORK ORDER COST PROPOSAL FORM

MODULAR HOUSING

Work Order No. 4: 160 Units: 3-bedroom; 1 bathroom – Various Chapters – Navajo Nation Wide

Item No.	Description	Unit Cost (Lump Sum)	Unit Quantity	Total Cost for Units
1	<p>3 Bedroom; 1 Bathroom Navajoized Units, ADA-compliant required for bathroom and interior & exterior doors.</p> <p>As stated in the scope summary, the Nation assumes a standard drawing set for all 3-bedrooms and 1-bathroom units at the minimum of 1000 square feet per unit. Utilizing previously stated assumptions, the unit cost shall be fully inclusive of the design, delivery, site preparation (cut/fill/over excavation), unit placement inclusive of any equipment required, a 12-month warranty, wood burning stove, quality control testing, interior finish, exterior finish, access steps for both the front/back doors, utility stub outs within 10' of the modular unit, and any structural foundation support required for the foundation type utilized for the cost proposal.</p> <p>*Delivery cost shall include delivery to the site location within the Chapter Boundary area. This will be a fixed delivery cost based on Chapter recipient location.</p> <p>Note: Total cost of work order not to exceed \$49,999,995.00, including Sales Tax of 6%.</p>	<p>ZenniHome Logistics Units & Installation</p> <p>\$274,811.29</p>	160	\$ 43,969,806.40
		<p>IDS&A Architectural/Management Fees</p> <p>\$20,000.00</p>	160	\$ 3,200,000.00
2	Alternative Bid No. 1:			
3	Alternative Bid No. 2:			
4	Bid Allowance No. 1: This allowance will be utilized on a case-by-case basis for any additional site work NOT considered as part of the included IDS+A assumptions in the cost proposal.		160	\$

5	Navajo Nation Taxes @ 6%	Subtotal With Allowances	\$ 2,830,188.60
	Payment Percentage		
	50% - Down Payment upon acceptance of Work Order		
	25% - Upon Delivery and Set Up of Units		
	15% - Upon Completion of Install		
	10% - After Final Punchlist and Final Inspection		
		Total With NN Taxes	\$49,999,995.00

NAVAJO NATION:



Kris Beecher, Deputy Chief of Staff
Office of the President

12-18-24

Date

FUNDS AVAILABILITY:

Alfreida Nez, Sr. Programs & Project Specialist
Community Housing & Infrastructure Dept./DCD

Date

Business Unit Number

CONTRACTOR:



Tamarah Begay, CEO/President
Indigenous Design Studio + Architecture, LLC

12/18/2024

Date

**DCD – CHID IDIQ HOUSING
MASTER CONTRACT
MODULAR SCOPE OF WORK**

Provide comprehensive, full-service professional On-call Design/Build, Purchase & Delivery of Modular Homes throughout the Navajo Nation in Arizona, New Mexico and Utah. A Modular build Contractor will be expected to construct new homes ranging from 1-3 bedrooms/1-2 bathrooms, including delivery, site preparation for foundation installation and other necessary amenities.

This scope of work is not intended to be comprehensive. The Nation is to issue project specific work orders for homes on a case-by-case basis for funding that may include ARPA, BIA, HUD, and Navajo Nation funding and shall include project specific details.

1. Design Modular

- a. Design all floor plans to meet ADA compliance (bathroom, doorways)
- b. Design plans to enhance insulation for energy efficiency (upgraded specifications)
- c. Floor Plans need to meet the following floor plan square footage minimum/maximum as outlined below (deviations may occur from these sizes on a case-by-case basis):
 - a. 1 Bedroom: 750 - 800 SF
 - b. 2 Bedroom: 800 - 900 SF
 - c. 3 Bedroom: 900 – 1000 SF
- d. Deliverables
 - a. Schematic Floor Layout
 - b. Architectural Plans
 - c. Electrical Plans
 - d. Mechanical Plans
 - e. Plumbing Plans
 - f. Foundation / Set Plans
 - g. Interior / Exterior Finishes
 - h. Roof Trusses
- e. It is the objective of the Nation to have each Contractor provide a design with a standard layout that will be used for all units delivered/built by the Contractor. Ownership of the drawings will be assigned to the Nation.

2. Build –Modular

- a. Contractor will build/fabricate Modular homes to the specifications listed in above.
- b. Homes to be built on Contractor's or associated partner's manufacturing facility.
- c. Contractor to allow the Navajo Nation to conduct onsite monthly inspections.

3. Surveying / Site Staking

The Nation will be responsible for site staking for the delivery/construction of any unit, regardless of construction medium. During the course of the project, if any site staking is removed/destroyed, it is the responsibility of the Contractor to notify the Nation.

4. Utilities

All units, regardless of construction medium, will require the Contractor to stub out the water, wastewater, electricity, and gas to 5' within the residential unit.

DCD and other 3rd parties will be responsible for the coordination, cost, and connection of all final utilities to the unit(s).

5. Foundation

Modular – Foundations will be determined on a case-by-case basis by the Geotech report recommendations. Any cut/fill/excavation work will be the responsibility of the Contractor.

6. Delivery and Set-Up

The contractor is responsible for all delivery fees and permits associated with the transportation of any modular units to the homesite identified by the individual work orders. The contractor is responsible for completing any assessments necessary for determining what clearances, equipment, and special conditions need to be considered when delivering a unit to the homesite.

7. Mobilization / Site Yards

The Contractor is responsible for any mobilization and yard requirements necessary for the storage of equipment/material. The Nation will not be responsible for any damage or theft for material, equipment, and construction of the units/homes.

8. Design Criteria/Specifications (Modular)

The design and construction of all modular housing units shall be in compliance with the U.S. Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standards. (24 CFR Part 3280) and current International Building Codes (IBC). Work Order specific design specifications may apply and will be provided on a case-by-case basis.

The following minimum requirements apply:

- 2x10 floor joist
- 3/4 - inch OSB floor decking
- R-38 Insulation Value
- 2x6 exterior walls
- R-21 Insulation Value

- Masonite siding
- 2x4 interior walls
- 1/2-inch sheetrock
- 2x4 roof rafters
- Spray foam insulation
- 1/2 - inch OSB roof decking
- Rib steel roof panel
- Double-pane windows

9. Submittals

The contractor shall be responsible for providing submittals throughout the project for the owner's approval. The Contractor is responsible for providing the Nation with a list of expected project submittals that will need to be reviewed prior to the delivery of any unit/home.

10. Schedule

The contractor shall be responsible for submitting a fabrication and delivery schedule for each work order assigned that will include major milestones, submittal reviews, and other information necessary for the Nation to properly plan, coordinate, and communicate with all vested parties.

EXHIBIT B

EXHIBIT B

Sample Progress Payment Monthly Invoice Content

Each unit that Sub-Contractor manufactures will be assigned an identifying number, UNIT ID No. 1 through UNIT ID No. 160, and such identifying number will be used in invoices for the progress payments referenced in Subcontract Section 3.04. There are three progress points (see Work Order). When a progress point has been met and is ready to be invoiced, the unit shall be identified as a line item on an invoice. The example below shows how UNIT ID No. 1 will be invoiced at each of the three progress points. All units should follow this same method for invoicing. A monthly invoice may list multiple unit ID numbers, but each should be set out separately.

Supporting documentation to verify the requested progress payment for the unit shall be attached. See Subcontract Section 3.02.

After UNIT ID No. 1 is delivered to the homesite and set up, Sub-Contractor will include the following on its invoice for the applicable month:

UNIT ID No. 1

\$68,702.82 25% progress payment – Delivery and Set Up of unit COMPLETED on [date]

After UNIT ID No. 1 is installed, Sub-Contractor will include the following on its invoice for the applicable month:

UNIT ID No. 1

\$41,221.69 15% progress payment – Completion of the install of unit COMPLETED on [date]

After UNIT ID No. 1 has the final punchlist, inspection and approval completed, Sub-Contractor will include the following on its invoice for the applicable month:

UNIT ID No. 1

\$27,481.13 10% final payment – Final punchlist for the unit COMPLETED on [date] and final inspection and approval of the unit by Contractor COMPLETED on [date]

EXHIBIT C

EXHIBIT C

Production Plan from 01/16/2024					
		Plan			
week	date	production	accumulated	finished	project qty.
Note: Start of production pending received funds, schedule may be adjusted based on when funds are received					
6	2/28/2025				
7	3/7/2025	1	1	0	0
8	3/14/2025	1	2	0	0
9	3/21/2025	1	3	1	1
10	3/28/2025	1	4	1	2
11	4/4/2025	1	5	2	4
12	4/11/2025	2	7	2	6
13	4/18/2025	2	9	2	8
14	4/25/2025	2	11	2	6
15	5/2/2025	2	13	2	8
16	5/9/2025	2	15	3	11
17	5/16/2025	3	18	3	14
18	5/23/2025	3	21	3	17
19	5/30/2025	3	24	3	20
20	6/6/2025	3	27	4	24
21	6/13/2025	3	30	4	28
22	6/20/2025	4	34	4	32
23	6/27/2025	4	38	4	36
24	7/4/2025	4	42	4	40
25	7/11/2025	4	46	5	45
26	7/18/2025	4	50	5	50
27	7/25/2025	5	55	5	55
28	8/1/2025	5	60	5	60
29	8/8/2025	5	65	5	65
30	8/15/2025	5	70	5	70
31	8/22/2025	5	75	5	75
32	8/29/2025	5	80	5	80
33	9/5/2025	5	85	5	85
34	9/12/2025	5	90	5	90
35	9/19/2025	5	95	5	95
36	9/26/2025	5	100	5	100
37	10/3/2025	5	105	5	105
38	10/10/2025	5	110	5	110
39	10/17/2025	5	115	5	115
40	10/24/2025	5	120	5	120
41	10/31/2025	5	125	5	125
42	11/7/2025	5	130	5	130
43	11/14/2025	5	135	5	135
44	11/21/2025	5	140	5	140
45	11/28/2025	5	145	5	145
46	12/5/2025	5	150	5	150
47	12/12/2025	5	155	5	155
48	12/19/2025	5	160	5	160

EXHIBIT D

EXHIBIT D

INDEFINITE DELIVERY / INDEFINITE QUANTITY
NAVAJO NATION MASTER CONTRACT

Navajo Nation Administrative Purposes Only

The Parties acknowledge the terms within this box Article are referenced in the Master Contract and are for Navajo Nation governmental purposes only. Except as required in the Master Contract, changes to the terms within this box Article will not require a modification.

Contract Number: _____

Contract Begin Date: Date of Execution by the Navajo Nation President

Contract Term Ends: Contract Term is for 5-years after the date of execution by Navajo Nation President

Business Unit Number(s)	Amount to Encumber
K210775.6960 6990 <i>pd</i>	\$9,412,852
K2115137.6960 6990 <i>9-18-24</i>	\$15,240,004
K211564.6960 6990	\$50,000,000

} \$170,000,000
See Budget Sheet

This Indefinite Delivery/Indefinite Quantity Master Contract ("Master Contract") is entered into between the Navajo Nation, hereinafter "Navajo Nation," and Indigenous Design Studio & Architecture, L.L.C., hereinafter "Contractor" to plan, develop, construct, and manage projects across the Navajo Nation. The Navajo Nation and the Contractor shall be referred to singularly as "Party" and collectively as "Parties."

- 1.0 DOCUMENTS CONSTITUTING THE MASTER CONTRACT.** The following are to be considered collectively as one agreement/contract and the term "Master Contract" whenever used herein shall be deemed to include all such documents:
- 1.1 This Master Contract;
 - 1.2 Exhibit A – Scope of Master Contract;
 - 1.3 Exhibit B – Work Order Form;
 - 1.5 Exhibit C – Work Order Cost Proposal;
 - 1.6 Exhibit D – Insurance;
 - 1.7 Exhibit E– Navajo Nation’s Financial Assistance Agreement with Treasury
 - 1.8 The following, which may be delivered on or after the Effective Date of the agreement, are not attached hereto:
 - (a) Master Contract Notice to Proceed;
 - (b) Project Specific Work Order; and
 - (c) Final Inspection Forms.

2.0 MASTER CONTRACT AMOUNT. The Navajo Nation shall pay the Contractor an amount not to exceed one hundred and seventy million dollars (\$170,000,000) over the life of this Master Contract, which amount is the Original Contract Amount. Any modification of this original contract

amount shall comply with Article 33 below. The intent of the Nation is to issue individual project assignments with project deliverable requirements through Work Order(s) as outlined further in Article 21.

- 3.0 EFFECTIVE DATE; TERM.** This Master Contract shall be effective as of the date of execution of the Navajo Nation President and shall expire five (5) years from the effective date unless terminated earlier or extended by modification in accordance with Article 33 below. An exact date or duration of calendar days must be specified for this contract; it cannot be "open-ended."
- 4.0 CALENDAR DAY.** The term "day" as used in the Master Contract and within a Work Order shall mean calendar day, unless otherwise specified.
- 5.0 CONTRACT NUMBER.** Following execution of the Master Contract by the Navajo Nation and upon completion of all other Navajo Nation requirements for contracting, the Navajo Nation Office of the Controller shall assign a Contract Number that shall be shown in the Administrative Purposes box on page one (1) above. All invoices submitted by Contractor for payment shall reference said Contract Number.
- 6.0 MASTER CONTRACT GOVERNS.**
- 6.1 Entire Agreement.** This Master Contract and any exhibits or attachments represent the entire and integrated agreement between the Parties. The Parties hereby acknowledge and agree that the written provisions listed herein constitute the complete understanding of the Parties with respect to the subject matter of this Master Contract, and that there exist no promises or representations between the Parties other than those set forth herein.
- 6.2 Master Contract Supersedes.** This Master Contract shall apply to all Work Orders agreed upon by the Parties during the term of this Master Contract and until the completion of all Work Orders. In the event of a conflict between the terms of the Master Contract and a Work Order, the Master Contract shall govern, except that any conflict related to the Project under the Work Order shall take precedence.
- 7.0 NOTICE TO PROCEED REQUIRED.** The Contractor shall not commence the performance of any work or the provision of any services, or any other duties under this Master Contract until the Navajo Nation issues a formal "Notice to Proceed" for the Master Contract. Notwithstanding the Notice to Proceed, the Contractor shall not commence any work under this Master Contract until the effective date of all insurance coverages required by Article 16.
- 8.0 MASTER CONTRACT AUTHORIZED REPRESENTATIVES.** The Navajo Nation and Contractor identify below Authorized Representatives to act on their behalf with respect to the Master Contract and to approve project specific Work Orders:

The Navajo Nation
Patrick Dalgai, Department Manager
Name, title
928-871-6468
Phone
pat_dalgai@nnchid.org
Email address
P.O. Box 2389, Window Rock, AZ 86515
Mailing address

The Contractor
Tamarah Begay
Name, title
505-226-2566
Phone
tbegay@ids-a.com
Email address
8008 Pennsylvania Cir., Albuquerque, NM 87110
Mailing address

- 9.0 WORK ORDER REPRESENTATIVES.** In each Work Order, the Navajo Nation and Contractor shall identify a representative authorized to act on its behalf with respect to that Work Order. This may be the Authorized Representative named in the Master Contract. A Work Order Representative may not assume the responsibilities of the Master Contract Authorized Representatives.
- 10.0 NOTICE OF REPRESENTATIVE CHANGE.** Neither the Master Contract Authorized Representatives, nor Work Order Representatives as identified in Articles 8 and 9 above shall be changed without ten (10) days prior written notice to the other party.
- 11.0 MASTER CONTRACT NOTICE; MAILINGS.** Any notices or correspondence relating to this Master Contract sent by either Party to the other shall be mailed to the address shown on the signatory page of this Master Contract, shall include a copy sent to the Authorized Representative, shall be mailed via certified U.S. Postal Service mailing with return receipt requested, and shall be deemed issued or submitted to the receiving Party as of the date of such certified mailing.
- 12.0 PRIVATE CONTRACTOR.** The Contractor shall perform and conduct all activities under this Master Contract and any Work Orders as a private, independent contractor and shall not be considered an employee of the Navajo Nation or receive any benefits to which the Navajo Nation's employees are entitled.
- 13.0 THE PROJECT.** The term "Project" shall mean the services required under this Master Contract and any established Project Specific Work Order "Work Order".
- 14.0 PRIMARY WORK LOCATION.** In the performance of work or provision of services pursuant to this Master Contract, the Contractor is authorized to travel at Contractor's sole expense. The work to be performed and/or services to be provided shall be primarily within the Navajo Nation, in the states of Arizona, New Mexico, and Utah.
- 15.0 APPLICABLE CODES.** All work accomplished under this contract shall be in accordance with, but not limited to the following: Navajo Nation regulations and requirements; International Building Code; National Electric Code; Uniform Plumbing Code; OSHA; Sanitation Facilities Construction Technical Provisions; Bureau of Indian Affairs local standards and specifications; Federal Highway Administration standards; Urban Planning and Space Standards Regulations; Arizona, New Mexico, and Utah Building Codes; AASHTO Standard, Guides, and Specifications; BIA Manuals; U.S. Housing & Urban Development Regulations; and other applicable State or Federal Manuals, Standards, Guidelines and standard procedures as requested for each assigned project.
- 16.0 INSURANCE REQUIREMENTS.** As a condition precedent to this agreement, the Contractor shall maintain adequate professional and commercial liability insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (RMP) for the entire term of the Master Contract verified by a Certificate of Insurance prior to the execution of this Master Contract. The insurance coverage shall name the Navajo Nation as an additional insured and the Contractor shall notify the contracting program and the RMP within two days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit D – Insurance**, which is made part of the Master Contract. The failure to fully comply with this provision shall render this Master Contract null and void.
- 16.1 Per-occurrence basis.** All policies must be written on a "per-occurrence" basis, unless otherwise approved by the RMP.

- 16.2 Claims-made basis.** In the event that Contractor's liability insurance required by this Master Contract is written on a claims-made basis, the Contractor shall warrant that any retroactive date under the policy shall precede the effective date of this Contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning as of the date that performance under this Master Contract is completed.
- 16.3 Primary coverage basis.** For payment of any claims, Contractor's insurance coverage shall be on a primary, non-contributory basis with any other insurance coverages and/or self-insurance carried by the Navajo Nation or all other available sources.
- 16.4 Required language.** The Contractor's Commercial, Professional, and Umbrella Liability policy shall be endorsed to include the following language: "The Navajo Nation, its elected officials, employees, agents, and volunteers are named as an Additional Insured with respect to liability arising out of the activities performed by the Insured [the Contractor] pursuant to a Contract with the Navajo Nation." (ISO Forms CG 2010 and CG 20 37 "Additional Insured-Owners, Lessees or Contractors-Completed Operations, 2004 Editions or equivalent).
- 16.5 Waiver of subrogation.** All Contractor's policies shall contain a waiver of subrogation in favor of the Navajo Nation, its divisions, departments, offices, agencies, boards, commissions, committees, enterprises and its employees, officers, officials, and agents for losses arising from work performed or services provided by the Contractor pursuant to a Contract with the Navajo Nation.
- 16.6 Separation of Insureds.** The Contractor's policy shall include a "Separation of Insureds" clause (Cross Liability).
- 16.7 Insurer rating.** The Contractor's insurance policy shall be issued by a licensed or approved insurer with an "A.M. Best" rating of not less than A- VII. The Navajo Nation in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 16.8 Certificates of insurance.** The Contractor shall provide to the Navajo Nation certificates of insurance as required by this Master Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this Master Contract must be in effect upon, or prior to, commencement of performance under this Master Contract and shall remain in effect until such time as all of its obligations under this Master Contract or any subsequent modifications have been fully and satisfactorily completed. Insurance certificates shall be sent to the Navajo Nation Department of Risk Management, P.O. Box 1690, Window Rock, Arizona, 86515. The Contract Number and a description of the work performed or services provided thereunder shall be indicated on such certificates.
- 16.9 Subcontractors.** The Contractor's subcontractors, if any, shall be included as insureds under the Contractor's policy, and the Contractor shall provide to the Navajo Nation separate certificates and endorsements for each of its subcontractors holding separate policies. All coverages for subcontractors shall be subject to the minimum policy amounts shown herein.
- 16.10 Notification of change required.** The insurance policy required herein shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been given to the Navajo Nation. Such

notice shall be sent in accordance with Article 8 above.

- 16.11 Approval of modifications.** Any modification of the insurance requirements set forth herein shall be approved by the RMP, whose decision shall be final. Such modification shall not require a formal Contract modification, but may be approved by administrative action of the RMP. The Contractor may request, for itself or its subcontractors, that the insurance requirements shown herein be modified, provided that such request be delivered in writing to the RMP at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution or modification. The Contractor shall include with such request a justification for the modification with supporting documentation. Any modifications approved shall on a case-by-case basis and shall not affect the insurance requirements of other subcontractors for whom modifications have not been approved. Any deviations from the standard types and coverages set forth herein shall be approved by the RMP prior to the issuance of a Notice to Proceed.
- 16.12 Navajo Nation disclaimers.** The insurance requirements and coverages set forth herein are minimum requirements only and in no way limit the indemnity covenants contained in this Master Contract. The Navajo Nation in no way warrants that the minimum limits herein are sufficient to protect the Contractor or its' subcontractors from any liabilities that might arise from the work performed or services provided under this contract, and the Contractor and its subcontractors are free to purchase additional insurance. By requiring such minimum insurance, the Navajo Nation shall not be deemed to have assessed the risk that may be applicable to the Contractor under the Master Contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, it may maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Master Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- 16.13 No sovereign immunity waiver.** The Parties acknowledge and agree that the Navajo Nation is relying on, and does not waive or intend to waive by any provision of this Master Contract, the monetary limitations and other rights, immunities, and protections provided under 1 N.N.C. § 551 *et seq.*, as from time to time amended, or otherwise available to the Navajo Nation or its elected officials, employees, agents, and volunteers.
- 16.14 Mutual cooperation.** The Navajo Nation and Contractor shall cooperate in good faith in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.
- 16.15 Insurance documentation required.** The Navajo Nation's Authorized Representative must receive written documentation of all required insurance prior to the issuance of a Notice to Proceed for the Master Contract and any Projects. The Contractor shall not commence any work to be performed or services to be provided under this Master Contract unless and until such documentation has been submitted to the Navajo Nation. The Navajo Nation may terminate this Master Contract for breach if the Navajo Nation's Authorized Representative determines that the Contractor has failed to submit the required documentation in a timely manner and that the Navajo Nation is unable to issue a Notice to Proceed in a timely manner.

17.0 LICENSING AND REGISTRATION REQUIREMENTS.

- 17.1 State license required.** The Contractor shall hold a current and valid license from an appropriate State Licensing Board or Agency for the type of work to be performed under this Master Contract, which license is customarily maintained in the industry. Said License

must be maintained as active and current for the entire duration of performance under this Master Contract. The Contractor shall indicate its business name, business address, "Qualifying Party," and state license number in this Contract. Regardless of who the "Qualifying Party" is, the Contractor agrees to immediately notify the Navajo Nation if such license is suspended, revoked, expired, or otherwise not in effect.

17.2 Business registration required. The Contractor shall be registered to do business with the Navajo Nation as required. All documents regarding such registration shall be provided to the Navajo Nation prior to the execution of this Contract and must be active and valid for the effective duration of this Contract. The Contractor shall immediately notify the Navajo Nation's Authorized Representative if such registration is suspended, revoked, expired, or otherwise not in effect.

17.3 Documentation required. The Contractor shall submit written documentation of all required licenses and registrations to the Navajo Nation's Authorized Representative. The Navajo Nation may terminate this Contract for material breach if the Navajo Nation's Authorized Representative determines that the Contractor has failed to timely submit the required documentation.

17.4 Licensed subcontractors required. All subcontractors used by the Contractor in its performance under this Contract shall be duly registered and licensed to practice their professions in the Navajo Nation. Use of unregistered or unlicensed subcontractors shall constitute a material breach and the Navajo Nation may terminate this Master Contract.

18.0 COMPLIANCE WITH FEDERAL LAWS, REGULATION, AND EXECUTIVE ORDER.

18.1 For ARPA funded projects, Contractor will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives, which may include but shall not be limited to: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; Procurement Standards in 2 C.F.R. Part 200 Subpart D; and applicable legal requirements cited in 2 C.F.R. Part 200 Appendix II.

18.2 Contractor shall comply with all federal requirements in the ARPA; the Financial Assistance Agreement between Treasury and the Navajo Nation; the CSLFRF Final Rule and other Treasury guidance in the form of Frequently Asked Questions; and the CSLFRF Compliance and Reporting Guidance.

18.3 Publications. Any publications produced with ARPA funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number 21.027 awarded to the Navajo Nation by the U.S. Department of the Treasury."

18.4 Contractor agrees to assist and cooperate with the Navajo Nation and its designated representatives in the monitoring of the projects or projects to which this Contract relates, and to timely provide access to records and submit reports as may be requested by the Navajo Nation to facilitate the Navajo Nation's compliance with ARPA requirements.

18.5 Title VI of the Civil Rights Act of 1964. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or

national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement. (include real property language).

- 18.6 Increasing Seat Belt Use and Reducing Text Messaging.** The Contractor is encouraged to adopt and enforce a policy requiring on-the-job seat belt usage (Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)) and a policy banning texting while driving (Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)).
- 18.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. Contractor attests that it has certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Contractor further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 18.8 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333).** Under Section 3702 of the Contract Work Hours and Safety Standards Act, the Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Pursuant to 40 U.S.C. 3704 no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.9 Equal Opportunity Clause. During the performance of this contract, the Contractor agrees as follows:**
- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender

identity, or national origin.

- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

18.10 Whistleblower. In accordance with 41 U.S.C. § 4712, the Contractor shall provide protections

for whistleblowers. The Contractor shall not discharge, demote, or discriminate against an employee in reprisal for disclosing to the Contractor, the Navajo Nation, or relevant federal authorities, evidence of gross mismanagement or waste of funds under the Master Contract, an abuse of authority relating to the Master Contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation.

19.0 RESERVED.

20.0 HAZARDOUS MATERIALS. The Contractor is responsible for compliance with the Work Order Documents regarding hazardous materials or substances. If the Contractor encounters hazardous materials or substances not addressed in the Work Order Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop work on the Project in the affected area and notify the Navajo Nation's Authorized Representative of the condition. When the substance or material has been rendered harmless, work on the Project in the affected area shall resume upon written agreement of the Navajo Nation and the Contractor. By amendment, the Work Order Time shall be extended and the Work Order Sum adjusted appropriately.

21.0 WORK ORDERS.

- 21.1 No obligation to issue.** The Navajo Nation is under no obligation to issue Work Orders under this Contract, regardless of the expected number of projects.
- 21.2 Contractor may decline.** The Contractor may decline to accept a Work Order issued by the Navajo Nation.
- 21.3 Work Order detailed requirements.** The Contractor shall complete the Project as detailed in each agreed upon Work Order, using the attached **Exhibit E – Work Order Template**. The Work Order is a template and is subject to change based at the Nation's discretion. The Owner and Contractor responsibilities will be outlined in each Work Order based on the project scope. Once the Work Order scope and cost proposal are agreed to by both the Nation and Contractor, the Work Order may be approved by the Master Contract Authorized Representatives listed in Article 8.
- 21.4 Work Order Cost Proposal.** Upon receipt of a Work Order from the Nation, the Contractor shall provide a cost estimate for the described scope of work utilizing the agreed-to rates as incorporated as **Exhibit C – Cost Proposal**. The Navajo Nation may agree to different rates than those in Exhibit C in a Work Order if the Contractor can justify the new rates to the satisfaction of the Navajo Nation.
- 21.5 Notice.** Any notices or correspondence relating to this Master Contract sent by either Party to the other shall be delivered to the Work Order Representative via email and shall be deemed issued or submitted to the receiving Party as of the date of such sending.
- 21.6 Amendment to the Work Order.** Such changes to the work of a Work Order shall be authorized by a written Work Order Amendment signed by the Navajo Nation and the Contractor's Authorized Representative.
- 21.7 Work Order Schedule.** Work Order Schedule is the number of calendar days, including any authorized adjustments, allotted in the Work Order on a Project.

- 21.8 Contractor familiarity.** Execution of a Work Order by the Contractor is a representation that the Contractor has visited the work site, become familiar with local conditions under which the Project is to be performed and correlated personal observations with requirements of the Work Order Documents.
- 21.9 Contractor verification.** The Contractor shall carefully study and compare the Work Order and the Work Order Documents with each other and with information furnished by the Navajo Nation. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with this Contractor; and (3) promptly report errors, inconsistencies or omissions discovered to the Navajo Nation.
- 21.10 Contractor's construction schedule.** The Contractor, promptly, after execution of the agreed upon Work Order, shall prepare and submit for the Navajo Nation's information a Contractor's construction schedule for work on the Project.
- 21.11 Labor and materials.** Unless otherwise provided in the Work Order Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Project.
- 21.12 Contractor supervision.** The Contractor shall supervise and enforce the work of the Project and enforce strict discipline and good order among the Contractor's employees, subcontractors, and other persons carrying out the Contractor's work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and other facilities, and services necessary for proper execution of the Project.
- 21.13 Permits, Fees, and Notices.** The Contractor shall obtain and pay for the building permit, other permits, and other governmental fees, licenses, and inspections necessary for proper execution and completion of the Project.
- 21.14 Contractor compliance.** The Contractor shall comply with and give notices required by agencies having jurisdiction over a Project. If the Contractor performs work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such work and shall bear the attributable costs. The Contractor shall promptly notify the Navajo Nation in writing of any known inconsistencies in this Master Contract with such governmental laws, rules, and regulations.
- 21.15 Use of site.** The Contractor shall confine operation at the Project site to areas permitted by law, ordinance, permits, the Work Order, and the Navajo Nation.
- 21.16 Cutting and patching.** The Contractor shall be responsible for cutting, fitting, or patching required to complete the work on the Project or to make its parts fit together properly.
- 21.17 Cleaning up.** The Contractor shall keep the premises and surrounding areas for the Project free from accumulation of debris and trash related to the work. At the completion of the Project, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste material.

21.18 Navajo Nation's Supervision. In the performance of work on a Project or provision of services under a Work Order, the Contractor shall at all times be under the supervision and direction of the Navajo Nation's Work Order Representative.

22.0 AUTHORIZATION OF PAYMENTS; PROGRESS PAYMENTS

22.1 Payment approval required. No payment shall be authorized or remitted to the Contractor unless and until the Navajo Nation's Authorized Representative approves in writing in advance the work performed or services provided under this Master Contract and has given prior written approval of invoice(s), billing(s) submitted to the Navajo Nation. All invoices must be supported by adequate verification, documentation, and itemization of all required Project deliverables received by the Navajo Nation.

22.2 Subcontractor expenses. The Contractor shall be solely responsible for all consideration, compensation, taxes, fees, or any other expenses whatsoever, related to the Contractor's use of any subcontractors, agents, representatives, employees or Contractors in the performance of Contractor's obligation under this Master Contract.

22.3 Payment from Original Contract Amount. The Navajo Nation shall pay the Contractor from the funds of the Original Contract Amount as detailed in the Master Contract and within the Work Order. Payments based on each Work Order invoice shall be payments toward the Work Order Cost Proposal.

22.4 Work Order invoices. Invoices will be submitted specifically for each Work Order and shall cover a period of one (1) calendar month ending on the last day of the month, or as agreed upon in the Work Order.

22.5 Full and adequate consideration. The Navajo Nation shall make Progress Payments consistent with this Article. The Contractor hereby acknowledges and agrees that said progress payments constitute the full and adequate consideration for work satisfactorily performed, for all applicable taxes, licensing fees, registration fees, insurance or any other expenses necessary or convenient for the contractor to perform at that point under the Work Order.

23.0 COMPLETION; FINAL INSPECTION.

23.1 Defined as. Completion is the stage of a Project when the work is complete in accordance with its Work Order so that the Navajo Nation can conduct a Final Inspection of the Project.

23.2 Final Inspection Form. When a Project is Complete, the Navajo Nation will conduct a Final Inspection of the Project utilizing the Final Inspection Form. The Final Inspection form shall detail the date of inspection, the corresponding Work Order Number, a determination of whether the work on the Project was satisfactorily performed, and the signatures of the Work Order Representatives for the Parties. Warranties required by this Contract shall commence on the date of Final Inspection.

24.0 SUBMITTAL OF FINAL INVOICES AND WORK PRODUCT.

24.1 Final invoices and work product. Copies of all work product documents, reports, photographs, drawings, schematics, related correspondence, invoices, and other

information or documents regarding a Work Orders at its termination shall be provided to the Navajo Nation's Authorized Representative no later than thirty (30) calendar days following the Work Order's expiration or termination. Final invoice(s) shall be due no later than thirty (30) calendar days following the expiration or termination of a Work Order.

- 24.2 No payment due until liens cleared.** Final payment(s) shall not become due until the Contractor has delivered to the Navajo Nation release of all liens arising out of a Work Order or receipts in full covering all labor, materials, and equipment for which a lien could be filed. If such lien remains unsatisfied after payments are made, the Contractor shall refund the Navajo Nation all money it may be compelled to pay in discharging such lien, including costs and attorney's fees.
- 24.3 ARPA reporting.** All invoices for work on Work Orders funded all or in part by the American Rescue Plan Act ("ARPA") under this Master Contract shall be submitted to the Navajo Nation no later than thirty days (30) prior to expiration of the ARPA funding to ensure completion of all necessary processing, payment, and reporting by the Office of the Controller.
- 25.0 TIME IS OF THE ESSENCE.** The time stated within in this Master Contract and all Work Orders shall be of the essence. If the Contractor is delayed at any time in progress of the work on a Project by Changes ordered in the work or by labor disputes, fire, unusual delays in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Work Order Time shall be subject to equitable adjustment.
- 26.0 RIGHT TO SUSPEND OR TERMINATE.**
- 26.1 Generally.** The rights of the Parties to suspend or terminate this Master Contract are governed by this Master Contract. In addition, pursuant to 12 N.N.C. § 344 and § 350, the Navajo Nation shall have the right to terminate this Contract for convenience of the Navajo Nation.
- 26.2 Temporary Stoppage.** In addition, upon prior written notice to the Contractor of not less than thirty (30) calendar days, the Navajo Nation's Authorized Representative may unilaterally order a temporary stoppage of work. If the Contractor is not at fault for stoppage, any additional payment to the Contractor for such stoppage shall be in accordance with Article 33 below.
- 26.3 Right to carry out the work.** If the Contractor defaults or neglects to carry out the Project in accordance with the Work Order and this Master Contract and fails within a fourteen (14) day period after receipt of written notice from the Navajo Nation to commence and continue correction of such default or neglect with diligence or promptness, the Navajo Nation may, without prejudice to other remedies, correct such deficiencies. In such case, the Work Order Sum and Original Contract Amount shall be adjusted to deduct the cost of correction from payments due to the Contractor.
- 26.4 Non-compliance or violation of laws.** The Navajo Nation may terminate this Master Contract for Breach if the Navajo Nation's Authorized Representative determines in writing that the Contractor or any of its' subcontractors has violated any applicable law or regulation in the procurement or performance of this Master Contract.

- 26.5 Falsification, lack of documentation.** The Navajo Nation may terminate this Master Contract for Breach if:
- (a) any statement or documentation regarding any licensing, business registration, insurance coverage, or debts owed, is determined to be false; or
 - (b) the Contractor has failed to submit in a timely manner any requested documentation pertaining to any licensing, business registration, insurance coverage, or debts owed, and the Navajo Nation's Authorized Representative determines that the Navajo Nation is unable to issue a Notice to Proceed, or to otherwise proceed with Work Orders under the Master Contract, in a timely manner.
- 26.6 Financial responsibility, solvency.** The Navajo Nation may terminate this Contract for Breach if:
- (a) the Contractor becomes insolvent or its insolvency is imminent, or the Contractor files for bankruptcy under any chapter of federal law;
 - (b) the provider of the Contractor's insurance is not solvent or its insolvency is imminent; or
 - (c) the Navajo Nation receives notice that the Contractor has failed to pay its subcontractors, employees, suppliers or other ancillary firm(s) for any work pursuant to this Master Contract.
- 26.7 Debarment and suspension.** The Navajo Nation may terminate this Master Contract if it or any of its political subdivisions, enterprises, or other related entities, or if any federal or state governmental entity, has for any reason debarred or suspended the Contractor or any of its subcontractors. Such debarment or suspension shall be considered effective notwithstanding any appeal, and shall be effective unless and until conclusively resolved in favor of the Contractor or subcontractor.
- 27.0 RIGHT TO PERFORM CONSTRUCTION AND AWARD SEPARATE CONTRACTS.** The Navajo Nation reserves the right to perform construction or operations related to the Works Orders with the Navajo Nation's own forces, and to award separate contracts in connection with other portions of any Work Orders.
- 27.1 Coordination with Navajo Nation Forces.** The Contractor shall coordinate and cooperate with the Navajo Nation's forces and separate contractors employed or hired by the Navajo Nation.
- 27.2 Responsibilities for Costs.** Costs caused by delays or by improperly timed activities or defective construction shall be the responsibility of the causing party.
- 28.0 NO THIRD-PARTY BENEFICIARIES.** Notwithstanding any provision of Navajo Nation law, codified or uncodified, or any Navajo Nation common or fundamental law, no provision of this Contract shall be construed as conferring any rights to, and may not be invoked by or for the benefit of, any other person or entity that is not one of the signatory Parties hereto.

- 29.0 ASSIGNMENT RESTRICTED.** The Contractor shall not in any manner whatsoever assign, convey, transfer, or sublet any rights to this Master Contract or any interest therein including any amendments or modifications thereto, any work product resulting from the work performed or services provided under this Master Contract including any amendments or modifications thereto, or any monetary claims against the Navajo Nation relating to this Master Contract or any amendments or modifications thereto, without the prior written consent of the Navajo Nation. Any attempted assignment without such prior consent shall be void; said consent may be granted, granted upon conditions, or withheld, at the Navajo Nation's sole discretion.
- 30.0 PARTNERS, SUCCESSORS, SUBCONTRACTORS.** All provisions, conditions and covenants contained in the Master Contract shall extend to and be binding upon each of the Contractor's owners, partners, team members, successors, heirs, assigns, executors, administrators, employees, officials and agents, including all of the Contractor's subcontractors, and the Contractor expressly agrees that the term "Contractor" whenever used herein, or in any other Master Contract document, shall be deemed to include all such owners, partners, team members, successors, heirs, assigns, executors, administrators, employees, designees, Contractors, officials, agents, and subcontractors.
- 31.0 RIGHT TO ASSURANCE.** If at any time prior to the completion of services, the Navajo Nation has reason to believe that the Contractor does not intend to or is unable to complete the contracted services, the Navajo Nation may demand in writing that the Contractor submit written assurance of intent to complete performance. Failure to provide such assurance within fourteen (14) calendar days shall be deemed as a response that the Contractor will not complete services, which will allow the Navajo Nation to terminate this Contract.
- 32.0 INDEMNIFICATION.** The Contractor agrees to hold harmless and indemnify the Navajo Nation and its divisions, departments, offices, agencies, boards, commissions, committees, enterprises, employees, officers, officials, and agents against any and all losses, costs, damages, claims, expenses, attorney's fees, or other liabilities whatsoever, for any injury, illness, disease or death to persons and for any damage to Navajo Nation property arising from the negligent acts or omissions by the Contractor, regardless of whether any liability is caused in part by an indemnified party.
- 33.0 MODIFICATIONS.**
- 33.1 Written modification required.** Any revisions, amendments, addendums, alterations, modifications, increases in payment over and above the Original Contract Amount, or changes whatsoever to any provision of the Master Contract shall be made only by a duly approved written agreement, deemed a modification signed by the signatories of the Master Contract or their authorized designee.
- 33.2 Prior approval required.** The Navajo Nation's Authorized Representative shall determine that the modification is reasonably related to the Scope of the Master Contract; all modifications must be approved in writing by the Navajo Nation's Authorized Representative prior to consideration and execution by the Navajo Nation signatory.
- 34.0 DEBARMENT AND SUSPENSION.**
- 34.1 Navajo Nation Business and Procurement Act.** Contractor 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. Contractor 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.

34.2 Navajo Nation Debarment. Contractor attests that to the best of its knowledge that the Contractor, either in its present form or in any other identifiable capacity, has not, in accordance with 12 N.N.C. § 366:

- (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; and
- (d) Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the Purchase Description 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.

This certification is a material representation of fact relied upon by the Navajo Nation. The Navajo Nation may terminate this Master Contract if it or any of its political subdivisions, has for any reason debarred or suspended the Contractor. Such debarment or suspension shall be considered effective notwithstanding any appeal, and shall be effective unless and until conclusively resolved in favor of the Contractor or subcontractor.

34.3 Federal Government Debarment. Contractor attests that it is not listed on the federal government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of any contract.

35.0 PROTECTION OF PERSONS AND PROPERTY. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law, in connection with performance of any work under this Master Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on a Project, the work and materials and equipment to be incorporated therein, and other property at the site. The Contractor shall promptly

remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts Contractor may be liable.

- 36.0 REQUESTS FOR INFORMATION.** When requested by the Navajo Nation, the Contractor shall submit proper verification of invoices, reports, documents or any other information related to this Master Contract and any Work Order within fourteen (14) calendar days of the date of the request.
- 37.0 DEBTS OWED; RIGHT TO OFFSET.** The Contractor acknowledges that pursuant to the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.*, the Contractor, in its present form or in any other identifiable capacity as an individual, business, corporation, partnership, or other entity, is eligible to do business with the "Navajo Nation" as defined in 12 N.N.C. §1503(A), except when the Contractor is the "Navajo Nation" as defined within the Act.
- 38.0 RECORDS; AUDITS.** The Contractor shall keep and maintain books, records, documents or other materials related to performance under this Master Contract for a period of five (5) calendar years from the date of issuance of final payment under this Master Contract. Upon issuance of a Notice of Audit to the Contractor, the Navajo Nation may audit such documents and records any time during the effective period of this Contract, up to the five (5) calendar year period following final payment. In the event of a Notice of Audit, the Contractor shall keep and maintain such documents and records for one (1) year after all issues arising out of the audit are finally resolved, including through any related litigation, or until the end of the records retention period, whichever is later. The Contractor agrees to have an authorized individual execute and have notarized a release authorizing the Navajo Nation to release the Contractor's ledgers, books, records, documents or other materials related to performance under this Master Contract, as such information may be required by a governmental agency under an agreement with the Navajo Nation for purposes of an audit by such agency of such documents and records. The Contractor agrees that said executed release shall constitute permission for disclosure of information pursuant to 2 N.N.C. § 85 (A)(5)(d) and 2 N.N.C. § 86(C).
- 39.0 NAVAJO NATION OWNERSHIP OF WORK PRODUCT.** All intangible and intellectual property or work product that is produced by the Contractor or any of its subcontractors, which work product is embodied in any tangible medium such as notes, plans, or drawings, including the overall form as well as the arrangement and composition of spaces and elements in the medium, and is produced for purposes of fulfilling any duties under this Master Contract, shall be and remain the property of the Navajo Nation at all times, whether or not such product is completed or certified, and may be used by the Navajo Nation, except as follows:
- 39.1 Limited disclosure.** Said property shall not be distributed or disclosed to any party other than the Navajo Nation or its divisions, departments, offices, agencies, boards, commissions, committees, enterprises, employees, officers, officials, and agents, except (1) upon prior written consent of the Contractor; or (2) pursuant to a duly authorized and executed contract between the Navajo Nation and any other tribal, county, state or federal agency; or (3) pursuant to any applicable law requiring disclosure.
- 39.2 Right of reuse.** The Contractor acknowledges and agrees that the Navajo Nation may use said property, or any portion thereof, in connection with a Project that is the subject of this Contract, for purposes of completion, modification, restoration, or renovation of such Project, at the sole discretion of the Navajo Nation. The Contractor agrees that such reuse shall be without any consideration, compensation or consent of Contractor, and Contractor expressly waives any claims with respect to such reuse.

40.0 CONFLICTS OF INTEREST.

- 40.1 Each Party warrants that there was no improper influence involved in the granting of the Master Contract to the Contractor, and each Party further warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Master Contract. Each Party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending the Master Contract.
- 40.2 The officials and employees of the Parties shall not have any personal economic interest or special interest, direct or indirect, which gives rise to a conflict of interest or would otherwise violate the Navajo Nation Ethics in Government Law, 2 N.N.C. §§3741 *et. seq.*, with respect to this Agreement. The Contractor shall disclose in writing to the Navajo Nation any potential conflict of interest, as defined in the Ethics in Government Law. The Navajo Nation will review all disclosed potential conflicts of interest and may terminate this Agreement according to Article 26 of the Master Contract.
- 40.3 The Contractor understands and agrees it will maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such policy is applicable to each activity funded under the Master Contract. The Contractor shall disclose in writing to the Navajo Nation any potential conflict of interest affecting the Master Contract in accordance with 2 C.F.R. § 200.112. The Contractor will establish safeguards to prohibit its officers, agents, employees, and members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, self-dealing, or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Contractor will operate with complete independence and objectivity without potential, actual, or apparent conflict of interest with respect to its performance under this Agreement.

41.0 WARRANTY.

- 41.1 **Materials and Labor.** The Contractor warrants to the Navajo Nation that all labor, workmanship, materials, equipment, and furnishings used in, or incorporated into, a Project will be of good quality, new, that the work will be free from defects in design, materials, and workmanship, and that all work will conform with the requirements of the Work Order Documents. If required by the Navajo Nation's Authorized Representative, the Contractor shall furnish satisfactory evidence of compliance with this warranty. The type, quality and quantum of such evidence, and whether such evidence is satisfactory, shall be within the sole discretion of the Navajo Nation's Authorized Representative. Any portion of a Project not conforming to these requirements, including substitutions not properly approved and authorized by the Navajo Nation, and including non-conformance relating to any materials, equipment, furnishings, labor, installation, or workmanship, may be considered defective.
- 41.2 **One-year warranty; repair or replacement.** The Contractor agrees to repair, replace, re-perform, or pay the Navajo Nation the reasonable cost of such repair, replacement, or re-performance any portion of work on a Project that the Navajo Nation deems in its sole discretion to be defective, so long as the Navajo Nation submits to the Contractor a written notice of any defect within one (1) calendar year following the completion of Final Inspection for a Project by the Navajo Nation's Work Order Representative. The choice among repair, replacement, re-performance, or payment shall be the Contractor's. Any steps taken by the Contractor to correct defects shall not act to extend the term of this warranty. All repairs, replacement, or re-performance by the Contractor shall be at no

charge to the Navajo Nation and shall be performed within sixty (60) calendar days of the Contractor's receipt of notification of the defect, which period shall be extended for delays outside the Contractor's control.

- 41.3 Effective as of date of inspection.** The Contractor agrees that the warranty as detailed in Article 41.1 above shall be effective as of the date of completion of the Final Inspection Form and run for one (1) calendar year from such date.
- 41.4 Access to the Project.** The Navajo Nation must provide access to the Contractor during its normal business hours, Monday through Friday, 8 a.m. to 5 p.m., to inspect the defect reported and, if necessary, to take corrective action.
- 41.5 No liens.** The Contractor guarantees that, as of the conclusion of this Master Contract, all work will be free of liens, claims and security interests of any third parties.
- 42.0 FALSE STATEMENTS BY CONTRACTOR.** Contractor makes all the statements, representations, warranties, guarantees, certifications, and affirmations contained herein. If any of the statements, representations, warranties, guarantees, certifications, and affirmations are false or if the Contractor in any other way executes the Master Contract including false statements, or it is subsequently determined that the Contractor has violated any of the statements, representations, warranties, guarantees, certifications, or affirmations included in the Master Contract, the Navajo Nation may consider such an act a default and may terminate or void the Master Contract for cause and pursue other remedies available to the under the Master Contract and all applicable laws.
- 43.0 GOVERNING LAW; COMPLIANCE WITH NAVAJO NATION LAWS.**
- 43.1 Navajo Nation law governs.** This Master Contract shall be governed by the laws of the Navajo Nation.
- 43.2 Navajo preference in hiring.** In the hiring of any employees (under an employer-employee relationship) who will perform under this Master Contract, the Contractor shall comply with all provisions of the Navajo Preference in Employment Act, at 15 N.N.C. §601 *et seq.*
- 43.3 Navajo preference in subcontracting.** The Contractor expressly acknowledges and agrees that it is deemed a "Prime Contractor" under 5 N.N.C. §202(K), and as such must comply with all applicable provisions of the Navajo Business Opportunity Act, at 5 N.N.C. §201 *et seq.*, and with all rules and regulations promulgated thereto.
- 43.4 Other laws.** The Contractor shall comply with all other Navajo Nation laws and regulations and of the United States now in force and effect or as hereafter may come into force and effect that pertain to the work to be performed or services to be provided under this Contract.
- 44.0 NAVAJO NATION JURISDICTION.** By voluntarily entering into and executing this Master Contract, the Contractor expressly consents to the full territorial, administrative, legislative, executive, and judicial jurisdiction of the Navajo Nation, including but not limited to, the jurisdiction to regulate, adjudicate disputes, and to levy fines or enter judgments for injunctive relief and/or compensatory and punitive damages, in connection with all activities conducted by the Contractor within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation. The Contractor hereby acknowledges and agrees that this

Master Contract constitutes a voluntary consensual relationship between the Contractor and the government of the Navajo Nation.

- 45.0 SOVEREIGN IMMUNITY.** Nothing in this Master Contract shall be considered a waiver, express or implied, of the sovereign immunity of the Navajo Nation, except to the limited extent provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. § 551 *et seq.*
- 46.0 DISPUTE RESOLUTION.** Any claim, dispute, or other matter in question arising out of or relating to this Master Contract shall be resolved by the negotiation and arbitration procedures set forth as follows:
- 46.1 Negotiation.** The Parties shall endeavor to resolve claims or disputes between them by informal good faith negotiation, which negotiation period shall not exceed thirty (30) calendar days, commencing as of the receipt by either Party of the other Party's written "Notice to Invoke Dispute Resolution Procedures."
- 46.2 Arbitration.** If the negotiation provided for in Article 46.1 above does not result in resolution of the Parties' dispute within thirty (30) calendar days of commencement of negotiation, then, unless the Parties agree in writing to extend the time for negotiation, either Party may invoke arbitration by sending Notice of Intent to Commence Arbitration. Any Arbitration invoked against the Navajo Nation shall be in accordance with the procedures referenced in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. § 554(J) and § 554(K), and as set forth in the Navajo Nation Arbitration Act, as amended, at 7 N.N.C. § 1101 *et seq.* Any procedure not expressly provided for under Navajo Nation law may be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent that any rules are modified by the following:
- (a) unless otherwise agreed to in writing by the Parties, all arbitration procedures shall be held in Window Rock, Arizona;
 - (b) the arbitration shall be conducted by a single arbitrator selected by the Navajo Nation, unless one of the Parties' claims exceeds \$1,000,000.00, exclusive of interest, costs, and fees; in such case the arbitration shall be conducted by a panel consisting of three (3) arbitrators, one of which shall be chosen by each Party, with the two arbitrators choosing the third; at least one arbitrator shall possess at least ten (10) years of experience in Indian Law;
 - (c) if the Contractor seeks to enforce an arbitration award against the Navajo Nation, a notice of intent to invoke arbitration shall be filed in strict compliance with the notice requirements of the Navajo Sovereign Immunity Act, at 1 N.N.C. § 555;
 - (d) whether as a result of an arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, any award against the Navajo Nation shall be in strict conformance with the provisions of 1 N.N.C. § 554(K)(1)-(6);
 - (e) whether in the context of an arbitration provided for herein or any judicial action to enforce an arbitration award resulting from arbitration, Navajo Nation laws and regulations shall exclusively govern the interpretation of this Master Contract, the arbitration provisions herein, the arbitration procedures conducted pursuant

thereto, and the application of all provisions of the Master Contract to the Contractor;

(f) pursuant to 1 N.N.C. § 554(K) and 7 N.N.C. § 1102, the appropriate Navajo Nation district court shall have exclusive jurisdiction to compel the Navajo Nation's participation in an arbitration, and shall have exclusive jurisdiction to enforce, modify, or vacate an arbitration award resulting from such arbitration; the Contractor understands and agrees that domestication of an arbitration judgment against the Navajo Nation in any other court will violate the Navajo Nation Sovereign Immunity Act such that the Navajo Nation will be able to assert the defense of sovereign immunity in any other foreign (federal, state, tribal) court; and

(g) neither Party can be awarded any attorney's fees and costs.

46.3 Exclusive remedy. The negotiation and arbitration provisions provided above shall constitute the sole and exclusive remedy to any dispute or controversy arising from this Master Contract. This dispute resolution agreement shall be a complete defense to any suit, claim, action, or proceeding in any federal, state, or tribal judicial or administrative tribunal; and

46.4 Post-termination; post-expiration. Regarding any dispute arising from this Master Contract, the dispute resolution procedures set forth above shall survive the termination or expiration of this Master Contract.

46.5 Challenges limited. By entering into this Master Contract, the Contractor expressly covenants and agrees that it shall not contest or challenge the territorial, administrative, legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian tribal Nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the public's general health and welfare) over all lands, persons, activities, transactions, or occurrences within its territorial boundaries, or on any other basis not generally applicable in a similar challenge to the jurisdiction of a state government.

47. SEVERABILITY. If any provision of this Master Contract is determined, by a court of competent jurisdiction or arbitration decision, to be invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this Master Contract shall nevertheless remain in full force and effect.

DEPARTMENT OF JUSTICE APPROVAL. Pursuant to 1 N.N.C. § 554(J)(2) and (K)(2), Navajo Nation Department of Justice approval is required for all agreements that include a limited waiver of sovereign immunity to compel or enforce arbitration under the Navajo Nation Arbitration Act, as amended, 7 N.N.C. § 1101 *et seq.*



Navajo Nation Department of Justice

8/21/24

Date

SIGNATURES OF THE CONTRACT

IN WITNESS WHEREOF, the Parties have executed this Contract by affixing the below signatures:

For the Contractor:

Tamarah Begay
Tamarah Begay, CEO/President
Indigenous Design Studio + Architecture
8008 Pennsylvania Circle NE
Albuquerque, NM 87110

07/29/2024
Date

For the Navajo Nation:

Buu Nygren, President
Office of the President and Vice-President
Post Office Box 9000
Window Rock, Arizona 86515

AUG 30 2024
Date

EXHIBIT A

**DCD - CHIO IDIQ HOUSING
MASTER CONTRACT
MODULAR SCOPE OF WORK**

Provide comprehensive, full-service professional On-call Design/Build, Purchase & Delivery of Modular Homes throughout the Navajo Nation in Arizona, New Mexico and Utah. A Modular build Contractor will be expected to construct new homes ranging from 1-3 bedrooms/1-2 bathrooms, including delivery, site preparation for foundation installation and other necessary amenities.

This scope of work is not intended to be comprehensive. The Nation is to issue project specific work orders for homes on a case-by-case basis for funding that may include **ARPA, BIA, HUD**, and Navajo Nation funding and shall include project specific details.

1. Design Modular

- a. Design all floor plans to meet ADA compliance (bathroom, doorways)
- b. Design plans to enhance insulation for energy efficiency (upgraded specifications)
- c. Floor Plans need to meet the following floor plan square footage minimum/maximum as outlined below (deviations may occur from these sizes on a case-by-case basis):
 - a. 1 Bedroom Unit: 320 SF
 - b. 2 Bedroom Unit: 640 SF
 - c. 3 Bedroom Unit: 1280 SF
- d. Deliverables
 - a. Schematic Floor Layout
 - b. Architectural Plans
 - c. Electrical Plans
 - d. Mechanical Plans
 - e. Plumbing Plans
 - f. Foundation / Set Plans
 - g. Interior/ Exterior Finishes
 - h. Roof Trusses
- e. It is the objective of the Nation to have each Contractor provide a design with a standard layout that will be used for all units delivered/built by the Contractor. Ownership of the drawings will be assigned to the Nation.

2. Build -Modular

- a. Contractor will build/fabricate Modular homes to the specifications listed in above.
- b. Homes to be built on Contractor's or associated partner's manufacturing facility.
- c. Contractor to allow the Navajo Nation to conduct onsite monthly inspections.

3. Surveying/ Site Staking

The Nation will be responsible for site staking for the delivery/construction of any unit, regardless of construction medium. During the course of the project, if any site staking is removed/destroyed, it is the responsibility of the Contractor to notify the Nation.

4. Utilities

All units, regardless of construction medium, will require the Contractor to stub out the water, wastewater, electricity, and gas to 5' within the residential unit.

DCD and other 3rd parties will be responsible for the coordination, cost, and connection of all final utilities to the unit(s).

5. Foundation

Modular - Foundations will be determined on a case-by-case basis by the Geotech report recommendations. Any cut/fill/excavation work will be the responsibility of the Contractor.

6. Delivery and Set-Up

The contractor is responsible for all delivery fees and permits associated with the transportation of any modular units to the homesite identified by the individual work orders. The contractor is responsible for completing any assessments necessary for determining what clearances, equipment, and special conditions need to be considered when delivering a unit to the homesite.

7. Mobilization/ Site Yards

The Contractor is responsible for any mobilization and yard requirements necessary for the storage of equipment/material. The Nation will not be responsible for any damage or theft for material, equipment, and construction of the units/homes.

8. Design Criteria/Specifications (Modular)

The design and construction of all modular housing units shall be in compliance with the U.S. Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standards. (24 CFR Part 3280) and current International Building Codes (IBC). Work Order specific design specifications may apply and will be provided on a case-by-case basis.

The following minimum requirements apply:

- 2x6 floor joist
- 3/4 - inch subfloor sheathing
- Minimum R-30 Floor Insulation Value
- 2x6 exterior walls
- Minimum R-20 cavity insulation or R-13 cavity insulation plus R-5 continuous insulation

- Masonite siding
- 2x4 interior walls
- 1/2-inch sheetrock
- 2x4 roof rafters
- Insulation type needed to meet minimum R-Values, typical insulation includes mix of batt and rigid insulation
- 1/2 - inch OSB roof decking
- Typical Roof Assembly is TPO Roof System
- Double-pane windows
- Prefabricated steel framing

9. Submittals

The contractor shall be responsible for providing submittals throughout the project for the owner's approval. The Contractor is responsible for providing the Nation with a list of expected project submittals that will need to be reviewed prior to the delivery of any unit/home.

10. Schedule

The contractor shall be responsible for submitting a fabrication and delivery schedule for each work order assigned that will include major milestones, submittal reviews, and other information necessary for the Nation to properly plan, coordinate, and communicate with all vested parties.

EXHIBIT B

IDIQ HOUSING WORK ORDER FORM

MODULAR HOUSING OPTION (DRAFT ONLY)

CHAPTER AND PROJECT NAME	(Insert Chapter)		
PROJECT DESCRIPTION	Delivery of __ Units		
CONTRACT NO.	CO _____	WORK ORDER NO.	No. _
REQUESTING DEPARTMENT	CHID – HIP	DATE OF REQUEST	
PROJECT MANAGER		CONTRACTOR	
NUMBER OF UNIT(S)			

CONTRACTOR IS REQUESTED TO PROVIDE A COST PROPOSAL FOR THE FOLLOWING SCOPE OF WORK

NAME OF RECIPIENT	Site No. 1: Site No. 2: Site No. 3: Site No. 4: Site No. 5: Site No. 6:
BEDROOMS, BATHROOMS, AND SQUARE FOOT REQUIREMENTS (Insert Minimum / Maximum Square Footage)	**Fill out for all applicants per Chapter All Units will require: <ul style="list-style-type: none"> 2 Bedrooms – 1 Bathroom. Bathrooms ADA complaint accessories. Propane Appliances (Stove, HVAC) Refrigerator
SCOPE AND DESCRIPTION	
LOCATION SPECIFICS (MAPS AND COORDINATES ATTACHED FOR REFERENCE)	See Attached Maps for EACH Site.

SITE SPECIFIC INFORMATION (GEOTECH, ARCH/BIO, HOMESITE LEASE, ETC.)	<p>All sites require homesite leases. CHID has HSL's on record.</p>
SITE PREPARATION SPECIFICS	<p>Outline any site-specific considerations per location. May be different per site.</p>
DESIGN SPECIFICATIONS AND OTHER PROVISIONS	
WATER UTILITY REQUIREMENTS / ASSIGNMENTS	<p>Outline any site-specific details for water connection.</p>
WASTEWATER UTILITY REQUIREMENTS / ASSIGNMENTS	<p>Outline any site-specific details for wastewater connection.</p>
ELECTRIC UTILITY REQUIREMENTS / ASSIGNMENTS	<p>Outline any site-specific details for electric connection.</p>
GAS UTILITY REQUIREMENTS / ASSIGNMENTS	<p>Outline any site-specific details for gas connection. Is every unit being facilitated with propane or natural gas appliance?</p>
BID ALLOWANCE OPTION NO. 1 (AS APPLICABLE)	

**BID ALLOWANCE
OPTION NO. 2 (AS
APPLICABLE)**

**DELIVERY
REQUIREMENTS**

**WARRANTY
REQUIREMENTS**

WORK ORDER SCHEDULE

ISSUANCE OF WORK ORDER

MANDATORY SITE VISITS

**DEADLINE TO SUBMIT
QUESTIONS**

**DEADLINE FOR
ADDENDUM/CLARIFICATION**

**DEADLINE FOR COST
PROPOSAL**

PROJECT SCHEDULE

**DESIGN / LAYOUTS
SUBMITTAL**

UNIT DELIVERY

**SUBSTANTIAL
COMPLETION**

**FINAL COMPLETION
WITH UTILITIES**

EXHIBIT C

IDIQ ARPA HOUSING WORK ORDER COST PROPOSAL FORM MODULAR HOUSING OPTION (DRAFT ONLY)

Work Order No. 1: 5 x 2 Bedroom Units – (Insert Chapter) (Inset Delegate)

Item No.	Description	Unit Cost (Lump Sum)	Unit Quantity	Total Cost for Units
1	2 Bedroom – 1 Bathroom Units Minimum 800 sf – Maximum 900 ft Required by Contractor: Insert Designed Square Footage Proposed for Units (Include Standard Drawing): _____		5	\$
<p>*Unit cost shall include quality control testing, block and level of home, windstorm protection, complete interior finish, exterior finish, and stub-out of utilities to within 10' from the unit.</p> <p>*Delivery cost shall include delivery to the site location within the Chapter Boundary area. This will be a fixed delivery cost based on Chapter location.</p>				
2	Alternative Bid No. 1: ADA Site Improvements – One ADA Compliant Ramp and Stairs for (Front Door) and Backdoor Stairs		5	\$
3	Alternative Bid No. 2: Foundation: Determined on a case-by-case basis by the Geotech report recommendations. Any cut/fill/excavation work will be the responsibility of the Contractor.		5	

4	Alternative Bid No. 3: Gutter Front / Back (Long Sides of Units)	5	\$
5	Bid Allowance No. 1 (As Applicable) - Grubbing, Grading, and Drainage Site Improvements.	1	\$50,000
	Subtotal With Allowances		\$
	Navajo Nation Taxes @ 6%		\$
	Total With NN Taxes		\$

EXHIBIT D



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáadi Nitsáhákees

MEMORANDUM

TO : Patrick Dalgai, Department Manager II
Community Housing and Infrastructure Department
Division of Community Development

FROM : *SJD*
Shawnevan Dale, Executive Director
Division of General Services – Risk Management

DATE : June 28, 2024

SUBJECT: **MINIMUM INSURANCE RECOMMENDATION – DCD/CHID IDIQ Housing
(Indigenous Design Studio & Architecture LLC.).**

Our office received the above-referenced document for review. The review focused primarily on the Certificate of Insurance & *Scope of Work*. After further review, the Risk Management Program has the following comment:

1. The Navajo Nation should require the following minimum insurance requirements:
 - a. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
 - b. Auto Liability minimum limit of \$1,000,000 per accident and should include non-owned autos;
 - c. Workers' Compensation coverage with statutory benefits and employer liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - d. Pollution Liability Coverage with a minimum limit of \$1,000,000 per occurrence.
 - e. *The Navajo Nation shall be named as additional insured for general liability, and auto liability coverages only.*
2. Additionally, the Navajo Nation should require the contractor to carry Professional Liability with limits no less than \$1,000,000 per claim, \$2,000,000 aggregate. This coverage should be on a claims-made basis and the retro date should be no later than the start date of the project/agreement.
3. All coverages should include a waiver of subrogation. All coverages should be primary and the Navajo Nation's coverage non-contributory.
4. The Contractor *has* met the insurance minimums as reviewed by the Risk Management Program.

If you have any questions, please feel free to contact the Risk Management Program at 871-6335. Please report any changes back to Risk Management for review.

Xc: rmp-file
DGS

POLICY NUMBER: ATN2325953

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



ZENNLLC-01

AMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2023

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.

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.

PRODUCER: LeBaron & Carroll LLC, 1350 E Southern Avenue, Mesa, AZ 85204. CONTACT: Tracy Miller, (480) 464-3406, FAX: (480) 844-9866, EMAIL: tracy@lebaroncarroll.com. INSURER(S) AFFORDING COVERAGE: INSURER A: United Specialty Insurance Company (12537), INSURER B: Selective Insurance Co of Southeast (39926), INSURER C: Copperpoint Indemnity Insurance Co (13928).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (ATN2325953), B AUTOMOBILE LIABILITY (S2501656), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (1023072).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Emergency Operating Agreement # E-TC-22-0014; Navajo Lease at 500 N Desert Bloom in Page, AZ 86040 THE NAVAJO NATION is included as additional insured with respect to General Liability when required by written contract per attached forms.

CERTIFICATE HOLDER: THE NAVAJO NATION, Division of Economic Development, Post Office Box 663, 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: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2023

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 INSURICA Southwest Insurance Services LLC 4686 E. Van Buren St., #310 Phoenix AZ 85008	CONTACT NAME: Certificates PHONE (AG No. Exp): 802-273-1625 FAX (AG No.): 802-273-0212 E-MAIL ADDRESS: certis@INSURICA.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B: Imperium Insurance Company</td> <td>35408</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Selective Insurance Company of America</td> <td>12572</td> </tr> <tr> <td>INSURER E: Pacific Insurance Company, Limited</td> <td>10046</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: Imperium Insurance Company	35408	INSURER C: Continental Insurance Company	35289	INSURER D: Selective Insurance Company of America	12572	INSURER E: Pacific Insurance Company, Limited	10046	INSURER F:
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INSURER C: Continental Insurance Company	35289													
INSURER D: Selective Insurance Company of America	12572													
INSURER E: Pacific Insurance Company, Limited	10046													
INSURER F:														
INSURED Willmeng Construction, Inc. 1702 E. Highland Ave., Suite 450 Phoenix AZ 85016	WILLMENG													

COVERAGES CERTIFICATE NUMBER: 20368109 REVISION NUMBER:

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 (NSD) (W/O)	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 <input checked="" type="checkbox"/> \$10k per occ Deductible GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	MWZY31366723	5/31/2023	5/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP 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	Y	Y	MYTB31366823	5/31/2023	5/31/2024	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		ARUICCX000005701	5/31/2023	5/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MWC31366823	5/31/2023	5/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess over Primary Excess Basket Reporting Builders Risk Pollution/Professional Liability	Y	Y	G71817052004 250833400 13CPGD7803	5/31/2023 5/31/2023	5/31/2024 5/31/2024	Exc: Ea Occ/Agg BR Limits Prof/Poll Limits \$10M / \$16M **\$70,000,000 **SEE BELOW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Sublimits - Ded: \$25,000 / Site Work/Infrastructure Work - Ded \$5,000; Ded: Water Damage \$25,000 for projects under \$25M; \$50,000 for projects over \$25M / Transit and Temp Location - Limit: \$1,000,000 / Wood/Frame Construction - Limit: \$7,000,000 / Jostled Masonry - Limit: \$60,000,000 / Non-Combustible - Limit: \$70,000,000 / Masonry Non-Combustible, Modified Fire Resistant/Fire Resistant - Limit: \$70,000,000 / Tenant Improvements - Limit \$2,000,000 // Site Work - Limit/Ded: \$40,000,000/\$25,000 // Earthquake - Limit/Ded: \$10,000,000/\$100,000; Flood - Limit/Ded: \$2,500,000/\$25,000. **Failure by the Insured to report Builders Risk on a monthly basis VOIDS coverage** // *Pollution/Professional Liability - Retro Date 5/18/2013, Deductible \$25,000; Pollution, Each Condition/Aggregate: \$5,000,000/\$5,000,000 / Professional, Claims Made/Aggregate: \$5,000,000/\$5,000,000. Certificate Holder is defined as additional insured with respects to the general, auto, excess and pollution liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. General, Auto, Excess and Pollution Liability coverage is primary and non-contributory. A Waiver of subrogation in favor of Certificate Holder applies to See Attached...

CERTIFICATE HOLDER Evidence of Coverage Only	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

EXHIBIT E

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: The Navajo Nation PO Box 7440 Window Rock, Arizona 86515-7440	DUNS Number: 009001702 Taxpayer Identification Number: 860092335 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agree, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name:

Dr. Bui Nygren

Authorized Representative Title:

President

Date Signed:

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:

Jacob Leibluft

Authorized Representative Title:

Chief Recovery Officer, Office of Recovery Programs

Date Signed:

May 27, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F -- Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(e) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to The Navajo Nation by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. **The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.**
- b. **The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.**

16. Protections for Whistleblowers.

- a. **In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.**
- b. **The list of persons and entities referenced in the paragraph above includes the following:**
 - i. **A member of Congress or a representative of a committee of Congress;**
 - ii. **An Inspector General;**
 - iii. **The Government Accountability Office;**
 - iv. **A Treasury employee responsible for contract or grant oversight or management;**
 - v. **An authorized official of the Department of Justice or other law enforcement agency;**
 - vi. **A court or grand jury; or**
 - vii. **A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.**
- c. **Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.**

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the The Navajo Nation (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Tamarah Begay

08/05/2024

Recipient

Date

Tamarah Begay
Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

EXHIBIT 3



Signature from

Checking Account Inquiry - Detail History Data

9-09-2025

Favorites

*-NEW MEXICO BANK & TRUST 0

Information

Account number [redacted] Short name INDIGENOUS DESIGN

Help

Detail Information

Logoff

Posting date julian/calendar	2025017 /	1-17-25
Effective date julian/calendar	2025017 /	1-17-25
Transaction number within day		1
DR/CR code		6
Posting/internal/original tran code	452 / 452 /	452
Transaction amount		21,984,903.20-
Serial/check number		61848
Str/run/bat/seq#	00/800/0000180/0061848/01	
Quantity for this transaction		1
Passbook/reversal flag		/
Substitute check flag		
Source of transaction/user ID		/
Description of transaction		WIRE OUT ZENNIHOME LLC



9/9/2025 11:28 AM



ADVANCED BUSINESS CHECKING

XXXXXX5331

Amount: \$-21,984,903.20

Statement Description: WIRE OUT ZENNIHOME LLC

Check Number: 61848

Posted Date: 1/17/2025

Type: Debit


Status: Posted

EXHIBIT 4



MEMORANDUM

TO : Tamarah Begay, CEO/President
Indigenous Design Studio + Architecture

FROM : 
Candice Yazzie, Division Director
Division of Community Development

DATE : May 22, 2025

SUBJECT : Disallowed Costs and Invoice Deficiencies – Work Order #4

This memorandum addresses several concerns identified in the invoices submitted to the Division of Community Development on April 29, 2025. It also addresses concerns regarding IDSA's monthly report #4 dated April 18, 2025, specifically page 9 of the report.

1) Erroneous Invoices

On April 29, 2025, IDSA submitted an invoice bundle of 456 invoices for Work Order #4 – 160 modular units. In DCD's review of the invoices, the total allowable costs on these invoices constitute 18% of the \$24,999,997.39 paid-to date. The total unallowable or unsupported costs on these invoices is \$348,578.54.

Article 22 of the Master Contract between IDSA and the Navajo Nation requires each invoice to be "accurate, complete, and fully supported" before submission; invoices must be Work-Order-specific and monthly in cadence. The volume of errors in the work orders submitted demonstrates no meaningful internal review occurred at IDSA prior to transmittal. This is unacceptable and in violation of Article 22 of the Master Contract. Please review the attached summary of the invoices along with notes by our review team and remove the disallowable items from this project. Additionally, please break the costs associated with each home.

2) Unauthorized use of FRF funds

A matter of serious concern is the \$1,000,000.00 line item labeled "Building Extension & Equipment" listed on page 9 of 76 in IDSA Monthly Report #6 dated April 18, 2025. This line item appears to refer to facility or capital upgrades, which may include structural expansion, infrastructure, and equipment installation at your production site.

line item appears to refer to facility or capital upgrades, which may include structural expansion, infrastructure, and equipment installation at your production site.

To date, no invoice, purchase order, scope-of-work, or any other form of backup documentation has been provided to justify this expense. This omission is particularly troubling given that this issue was explicitly raised via email to your office on April 23, 2025, prior to the April 29 invoice submission, and was still excluded entirely from your initial billing backup.

The Division of Community Development considers this omission unacceptable and a potential material misuse of ARPA funds if not promptly substantiated. We emphasize that off-site facility improvements do not fall within the allowable scope of Work Order #4, which is exclusively focused on the production, delivery, and installation of modular housing units. Unless this \$1,000,000 expenditure is fully documented, and its relevance to the execution of Work Order #4 clearly demonstrated, it will remain disallowed.

Please provide a response regarding the invoice notes including supporting documentation for building upgrades by **June 4, 2025**.

We value the time and effort your team has invested in this important initiative. It is DCD's goal to continue this project with transparency and accountability while ensuring compliance with federal and Navajo Nation procurement requirements. We appreciate your immediate attention and cooperation.

Attachments:

Invoice Notes (Disallowable, Allowable, Misc)

Excerpt from IDSA Report #4 dated April 18, 2025

Email dated April 23, 2025

CC:

Katherine Belzowski

Spent & Committed Funds

ZenniHome Units & Installation	Average Cost per Unit	Quantity	Total Spent / Committed Funds
Employee Salaries (Navajo employee hours building the homes)	\$100,073	160	\$15,643,200
BOM (Bill of Materials)	\$97,219	160	\$15,555,040
Installation Cost / Home	\$79,375	160	\$12,700,000
Prototype Design & Development		1	\$1,079,375
Building Extension & Equipment		1	\$1,000,000
TOTAL	\$276,667	TOTAL	\$45,977,615



CONFIDENTIAL

DISALLOWED COSTS

Invoice #	Invoice Date	Company	Description	Disallowed Cost (Justification)	Quantity	Item #	Price	Per	Amount
2501-280187	1/22/2025	Page Lumber & Supply	Air Horn 8oz.	Company Expense					\$ 39.55
2447-1056825	12/6/2024	Consolidated Electrical Distributors	Outlet Box Bracket 4SQ 5/8D 2G RNG Miniature Circuit, 2-1/2 KO Snap-In Bushing	Purchased prior to WO4 Date					\$ - \$ - \$ 7,424.56
2447-1056097	11/21/2024	Consolidated Electrical Distributors	Misc FR-LED-4-S12W-5CCT-PL	Purchased prior to WO4 Date					\$ - \$ 731.51
2447-1055797	11/15/2024	Consolidated Electrical Distributors	4-11/16 SQ BX 4SQ5/8D 1G RNG CABLE SUPPORT, WIRING DEV SPACER 25BAG	Purchased prior to WO4 Date					\$ - \$ - \$ 8,662.96
2447-1055771	11/7/2024	Consolidated Electrical Distributors	1G DECORA PLATE 4-11/16SQ FLT BLNK CVR 1G WHT BLANK PLATE, MINIATURE CIRCUIT	Purchased prior to WO4 Date					\$ - \$ - \$ 12,743.53
192	12/16/2024	Wiksfors Technology	Flight Information Travel Costs (Per Diem)	Purchased prior to WO4 Date Note: Invoice contains Per Diem, Flight changes, foreign travel expenses					\$ - \$ - \$ - \$ - \$ 20,493.00
190	11/29/2024	Wiksfors Technology	FEM analysis and structural calculation model Development of model 1280 v.4.0	Purchased prior to WO4 Date					\$ - \$ - \$ 8,820.00
193	12/16/2024	Wiksfors Technology	FEM analysis and structural calculation model Development of model 1280 v.4.0	Purchased prior to WO4 Date					\$ - \$ 11,813.00
No Invoice #	11/21/2024	AIS Home Group Limited	Foreign Purchase/Bank	Purchased prior to WO4 Date					\$ - \$ 3,000.00
No Invoice #	12/18/2024	AIS Home Group Limited	Foreign Purchase/Bank PI Summary has a Pre-Payment Clause	Purchased prior to WO4 Date					\$ - \$ - \$ 35,553.57
No Invoice #	12/18/2024	AIS Home Group Limited	Foreign Purchase/Bank PI Summary has a Pre-Payment Clause	Purchased prior to WO4 Date					\$ - \$ - \$ 34,764.75
No Invoice #	12/18/2024	AIS Home Group Limited	Foreign Purchase/Bank PI Summary has a Pre-Payment Clause	Purchased prior to WO4 Date					\$ - \$ - \$ 34,764.75
1025	4/7/2025	Twin Arrows Resort	2025 Navajo Nation Economic Summit	Summit meeting not an allowable expense					\$ - \$ 6,000.00
1156	11/16/2024	AZ engine and machine, LLC	Framecat Plate	Purchased prior to WO4 Date					\$ - \$ 500.00
1192	10/29/2024	architects LOFT, pllc	Architectural Services	Purchased prior to WO4 Date					\$ - \$ 8,400.00

DISALLOWED COSTS

1256-1	3/3/2025	Little's Equipment Rental	125 KVA Generator Rental	Purpose of rental in relation to manufacturing home? Why is rental for a whole month?	\$ - \$ - \$ - \$ 5,054.00
1303	9/18/2024	Offsight, Inc.	Unlimited User License	Maintaining license is responsibility of said company Purchased prior to WO4 Date	\$ - \$ - \$ 4,785.00
1694	2/19/2025	Pine Rim Enterprise, Inc. Cheap Seats	January 2X Toilets PortaPotties	Purchase of item(s) is the responsibility of company	\$ - \$ - \$ 266.08
1680	2/16/2025	Pine Rim Enterprise, Inc. Cheap Seats	2X Toilets Delivered PortaPotties 11/19/24 to 12/19/24 12/19/24 to 1/19/24	Purchased prior to WO4 Date Purchase of item(s) is the responsibility of company	\$ - \$ - \$ - \$ 532.15
Contract # 40992335	1/6/2025	Navitas Credit Corp.	Demand for Payment	Payment is the responsibility of the company	\$ - \$ 1,207.02
Contract # 40992335	2/25/2025	Navitas Credit Corp.	Software	Purchase is the responsibility of the company	\$ - \$ - \$ 1,049.58
2502	2/24/2025	SMS Law Group APC	Immigrant VISAS	Responsibility of company	\$ - \$ 9,765.00
No Invoice #	4/6/2025	Tomas Bach Consultant	Time Card(s)	Payroll is the responsibility of the Co. Not ARPA funds	\$ - \$ -
No Invoice #	3/23/2025	Tomas Bach Consultant	Time Card(s)	Payroll is the responsibility of the Co. Not ARPA funds	\$ - \$ -
No Invoice #	3/3/2025 3/10/2025	Tomas Bach Consultant	Time Card(s)	Payroll is the responsibility of the Co. Not ARPA funds	\$ - \$ -
Contract	4/1/2025	ZenniHome	Contract		\$ - \$ -
7151493-00	2/5/2025	Central Arizona Supply	Parts/Supplies	Purchased prior to WO4 Date	\$ - \$ 2,978.93
6103141-02	10/20/2023	Central Arizona Supply	Parts/Supplies	Purchased prior to WO4 Date	\$ - \$ 999.01
6103141-01	10/20/2023	Central Arizona Supply	Parts/Supplies	Purchased prior to WO4 Date	\$ - \$ 2,879.39
6103139-01	10/20/2023	Central Arizona Supply	Parts/Supplies	Purchased prior to WO4 Date	\$ - \$ 6,480.00
6090378-03	10/13/2023	Central Arizona Supply	Parts/Supplies	Purchased prior to WO4 Date	\$ - \$ 2,740.44
6090378-02	10/13/2023	Central Arizona Supply	Parts/Supplies	Purchased prior to WO4 Date	\$ - \$ 15,259.13

DISALLOWED COSTS

6090378-01	10/13/2023	Central Arizona Supply	Parts/Supplies	Purchased prior to WO4 Date	\$ -
					\$ 12,869.16
6089253-02	10/12/2023	Central Arizona Supply	Parts/Supplies	Purchased prior to WO4 Date	\$ -
					\$ 3,957.82
01022025-2	1/2/2025	ARCH Solutions International LLC, DBA Nova	ADU Fabrication Drawings	Purchased prior to WO4 Date	\$ -
					\$ 23,020.00
354911	3/18/2025	Little's Diesel Service	Service to fix power issues with crane	Not responsible for company's operations/ units	\$ -
					\$ -
					\$ 934.08
354495	2/13/2025	Little's Diesel Service	Vehicle maintenance	Not responsible for company owned/ rented vehicle servicing	\$ -
					\$ -
					\$ 5,496.74
130592	4/9/2025	Page Steel	Fuel	Unclear for delivery or if fuel is for ZenniHome trucks	\$ -
					\$ -
					\$ 1,645.00
130446	4/2/2025	Page Steel	Fuel	Unclear for delivery or if fuel is for ZenniHome trucks	\$ -
					\$ -
					\$ 900.00
130149	3/19/2025	Page Steel	Fuel	Unclear for delivery or if fuel is for ZenniHome trucks	\$ -
					\$ -
					\$ 1,800.00
129936	4/21/2025	Page Steel	Fuel	Unclear for delivery or if fuel is for ZenniHome trucks	\$ -
					\$ -
					\$ 900.00
128932	3/1/2025	Page Steel	Fuel	Unclear for delivery or if fuel is for ZenniHome trucks	\$ -
					\$ -
					\$ 900.00
128372	1/19/2025	Page Steel	TRNCH PLT 1" 96" x 120" \$10 per plate/day	Purchased prior to WO4 Date	\$ -
					\$ -
					\$ 1,240.00
128371	12/5/2024	Page Steel	TRNCH PLT 48" x 120" TRNCH PLT 1-1/8" X 48 X 120"	Purchased prior to WO4 Date	\$ -
					\$ -
					\$ 1,140.00
102824ZH24	4/14/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ -
					\$ -
					\$ 300.00
102824ZH23	4/7/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ -
					\$ -
					\$ 300.00

DISALLOWED COSTS

102824ZH22	3/31/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH21	3/24/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH20	3/17/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH19	3/10/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH18	3/3/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH17	2/24/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH16	2/17/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH15	2/10/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH14	2/3/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH13	1/27/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH12	1/20/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH11	1/13/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH10	1/6/2025	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH9	12/30/2024	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ - \$ - \$ 300.00
102824ZH8	12/23/2024	Davron, LLC	Procurement of Systems Analyst	ARPA funds shouldn't be responsible for	\$ -

DISALLOWED COSTS

			Samantha Yellowhair	salary of ZenniHome contractor	\$ -
					\$ 300.00
102824ZH7	12/16/2024	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ -
					\$ -
					\$ 300.00
102824ZH6	12/9/2024	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ -
					\$ -
					\$ 300.00
102824ZH5	12/2/2024	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ -
					\$ -
					\$ 300.00
102824ZH4	11/25/2024	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ -
					\$ -
					\$ 300.00
102824ZH3	11/18/2024	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ -
					\$ -
					\$ 300.00
102824ZH12	11/11/2024	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ -
					\$ -
					\$ 300.00
102824ZH1	11/4/2024	Davron, LLC	Procurement of Systems Analyst Samantha Yellowhair	ARPA funds shouldn't be responsible for salary of ZenniHome contractor	\$ -
					\$ -
					\$ 300.00
65347	11/25/2024	ACE Steel Company	Galvanized Coils	Purchased prior to WO4 Date	\$ -
					\$ 38,868.83

Total Disallowable Cost: \$ 348,578.54

ALLOWABLE COSTS

Invoice #	Invoice Date	Vendor	Description	Company	Quantity	Item #	Price	Per	Amount
				(Purpose of Project)					
PO# 18728	3/6/2025	ABC Supply	Andersen Windows	ZenniHome Purchase Build					\$ -
									\$ 1,028,193.00
PO# 18727	3/6/2025	Metzfab Industries	Steel Columns	ZenniHome Purchase Build					\$ -
									\$ 551,960.50
PO# 18726	3/5/2025	Shandong Tanggang Metal Products Co., Ltd.	Steel Coils	ZenniHome Purchase Build					\$ -
									\$ -
									\$ 394,423.80
PO# 18725	3/5/2025	Shandong Tanggang Metal Products Co., Ltd.	Steel Coils	ZenniHome Purchase Build					\$ -
									\$ -
									\$ 394,423.80
PO# 18724	3/5/2025	Shandong Tanggang Metal Products Co., Ltd.	Steel Coils	ZenniHome Purchase Build					\$ -
									\$ -
									\$ 394,423.80
PO# 18723	3/4/2025	Shandong Tanggang Metal Products Co., Ltd.	Steel Coils	ZenniHome Purchase Build					\$ -
									\$ -
									\$ 394,423.80
PO# 18734	3/6/2025	Shandong Tanggang Metal Products Co., Ltd.	Polyiso Insulation Energy Shield Atlas 1.5"	ZenniHome Purchase Build					\$ -
				Expense should reflect construction of New Home only					\$ -
									\$ 186,000.00
7192472-00	2/28/2025	Central Arizona Supply	Spacemaker Washer w/ Dryer Appliance	ZenniHome Purchase Build					\$ -
									\$ 4,849.97
7188528-01	2/24/2025	Central Arizona Supply	SHMTL VENT PIPE 30GA SHMTL REDUCER, Vent Pipe	ZenniHome Purchase Build					\$ -
									\$ 270.24
7188528-00	2/24/2025	Central Arizona Supply	SHMTL VENT PIPE 30GA SHMTL REDUCER Vent Pipe	ZenniHome Purchase Build					\$ -
									\$ -
									\$ 136.77
7183267-00	2/20/2024	Central Arizona Supply	Gerber Viper Bowl White Gerber Viper 1.28 Tank White Toilet Tank and Bowl	ZenniHome Purchase Build					\$ -
									\$ -
									\$ 659.00
7151493-01	2/5/2024	Central Arizona Supply	Couplings Propex Plastic Tee parts/supplies	ZenniHome Purchase Build					\$ -
									\$ -
									\$ 627.76
04072025-9	4/7/2025	ARCH Solutions International LLC, DBA Nova	ADU Fabrication drawings in March (Architectural, Structural, MEP, Electrical)	ZenniHome Purchase Build designs					\$ -
									\$ 19,400.00
03062025-1	3/6/2025	ARCH Solutions International	ADU Fabrication drawings in March	ZenniHome Purchase Build					\$ -

ALLOWABLE COSTS

5/21/2025

		LLC, DBA Nova	(Architectural, Structural, MEP, Electrical)	designs	\$ -
					\$ 14,140.00
02042025-3	2/4/2025	ARCH Solutions International LLC, DBA Nova	ADU Fabrication drawings in March (Architectural, Structural, MEP, Electrical)	ZenniHome Purchase Build designs	\$ -
					\$ -
					\$ 30,740.00
01032025-5	1/3/2025	ARCH Solutions International LLC, DBA Nova	ADU Fabrication drawings in March (Architectural, Structural, MEP, Electrical)	ZenniHome Purchase Build designs	\$ -
					\$ -
					\$ 22,800.00
		Note: Was this before WO4 date			
130398	3/31/2025	Page Steel	TRNCH PLT 1" 96" x 120"	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,240.00
130397	3/31/2025	Page Steel	TRNCH PLT 1" 48" x 120" TRNCH PLT 1-1/8" x 48 x 120"	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,140.00
130147	3/18/2025	Page Steel	Rental of 2500# weights	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 600.00
130081	3/17/2025	Page Steel	40,000 FT. 6-5 SO Cord 36 lbs.	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 124.00
129954	3/10/2025	Page Steel	SQ Tubing, Base Plates, PAD Eyes, BPE Pipe	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 5,597.40
129935	3/7/2025	Page Steel	Beam, HR Flat, SQ Tubing, SQTB, Sliding PAD Eyes	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 3,876.56
129834	3/3/2025	Page Steel	TRNCH PLT 1" 96" x 120"	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,240.00
129833	3/3/2025	Page Steel	TRNCH PLT 1" 48" x 120" TRNCH PLT 1-1/8" x 48 x 120"	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,140.00
129711	2/26/2025	Page Steel	Fuel	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 977.50
129525	2/17/2025	Page Steel	1 1/4" A-325 Nut 200 amp 3 Phase Disconnect	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 900.32

ALLOWABLE COSTS

5/21/2025

129206	1/31/2025	Page Steel	TRNCH PLT 1" 96" x 120"	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,240.00
129205	1/31/2025	Page Steel	TRNCH PLT 1" 48" x 120" TRNCH PLT 1-1/8" x 48 x 120"	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,140.00
129128	1/28/2025	Page Steel	1 1/4" A-325 Z/Nut	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 225.72
129086	1/27/2025	Page Steel	1 Pole bolt on circuit breaker	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 420.00
128966	1/17/2025	Page Steel	5QT shackle	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 450.00
128903	1/14/2025	Page Steel	AL9CU multi tap connector	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 100.00
128691	1/2/2025	Page Steel	TRNCH PLT 1" 96" x 120"	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,240.00
128690	1/2/2025	Page Steel	TRNCH PLT 1" 48" x 120" TRNCH PLT 1-1/8" x 48 x 120" Rental wording needs to be removed from Invoice	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,140.00
66422	2/21/2025	ACE Steel Supply	16GA Galvanized CoilG-60 Grade 50	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 38,820.16
66238	2/7/2025	ACE Steel Supply	16GA Galvanized CoilG-60 Grade 50	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 37,550.94
65775	12/31/2024	ACE Steel Supply	16GA Galvanized CoilG-60 Grade 50	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 37,715.68
15306	4/8/2025	Broken Arrow Roofing	100 lb. Roof Roller TPO 6' x 100'	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 4,607.14
2504-295959	4/15/2025	Page Lumber & Supply	Brickmould MLDG 8' WHT PVC	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 182.08

ALLOWABLE COSTS

5/21/2025

2504-295914	4/15/2025	Page Lumber & Supply	Pro-Hide Gold Ext Clear Base Flat Gal.	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 33.99
2504-295913	4/15/2025	Page Lumber & Supply	Pine 1x4x16	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,337.61
2504-295600	4/14/2025	Page Lumber & Supply	CPVC Pipe 3/4" x 10'	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 119.90
2504-295540	4/14/2025	Page Lumber & Supply	GALV Malleable Cap 1-1/2" Misc Nuts & Bolts	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 8.07
2504-295496	4/14/2025	Page Lumber & Supply	Carpet Trim PEWTER 2x72	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 18.39
2504-295460	4/14/2025	Page Lumber & Supply	PVC Cap 1-1/2" FIP	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 3.49
2504-295405	4/14/2025	Page Lumber & Supply	ZIP Tape 3.75x90' for Zip Sheathing	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 7,600.00
2504-295147	4/11/2025	Page Lumber & Supply	Misc Nuts & Bolts Conduit Body NEBO Luxtreme, Compr Coup	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 219.42
2504-295063	4/11/2025	Page Lumber & Supply	Transmission Fluid DEX Plug Vinyl YEL Plug Yellow 3Wire	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 39.88
2504-294961	4/11/2025	Page Lumber & Supply	Curt Connector, PM Stop Tail Turn Sealed Screw TEKS Roofing 12x2 50 Self Tapping Screws, Blk Screws	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 132.66
2504-294857	4/10/2025	Page Lumber & Supply	NEBO LuxTreme MZ60 Blueline MIL Nutdriver MAG 1/4x1-7/8" PK	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 70.51
2504-294840	4/10/2025	Page Lumber & Supply	Pipe Coupling, GALV Malleable Coupling, GALV Pipe Brass Union 3/4", CPVC Adapter, Elbow CPVC Cement Orange, SS Safety Grab, Flash Tape	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,214.43
2504-294837	4/10/2025	Page Lumber & Supply	Pine 1x4x12 #2	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 850.08

ALLOWABLE COSTS

5/21/2025

2504-294740	4/10/2025	Page Lumber & Supply	Zip System Window/Door Flashing 6"x75"	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 876.00
2504-294739	4/10/2025	Page Lumber & Supply	Zip Tape 3.75x90' for Zip sheathing	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,900.00
2504-294713	4/10/2025	Page Lumber & Supply	Carpet Trim Pewter 2x36	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 11.95
2504-294587	4/9/2025	Page Lumber & Supply	Washers Bolts Nuts	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 16.52
2504-294583	4/9/2025	Page Lumber & Supply	Hammer Drill	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 50.00
2504-294499	4/9/2025	Page Lumber & Supply	Construction Adhesive 10oz. Liquid Nails	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 7.58
2504-294453	4/9/2025	Page Lumber & Supply	Bag Blk Lawn, Drumliner, Wrench Aluminum Pipe 18" Mil Bit Drill Hmr, Plier CRV Jaw Lock	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 204.71
2504-294419	4/9/2025	Page Lumber & Supply	Reducer Flute STN NKL, Carpet Trim Pewter Sharpie Pro Blk XL	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 44.11
2504-294309	4/8/2025	Page Lumber & Supply	Zip Tape 3.75x90' for Zip Sheathing	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,026.00
2504-294304	4/8/2025	Page Lumber & Supply	Poly Sash Brush 2.5" blended Graco 243004 Single Seal Gasker	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 56.98
2504-294290	4/8/2025	Page Lumber & Supply	Toilet Seat WD WH Tape Duct Mil Hole Saw Ice Hardened	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 120.60
2504-294200	4/8/2025	Page Lumber & Supply	Shop Towel, Titebond III Glue Epoxy Adhesive Liquid Glove Nitrile 3Mil	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 72.30
2504-294079	4/7/2025	Page Lumber & Supply	Lacquer Thinner Gal	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 20.79

ALLOWABLE COSTS

5/21/2025

2504-294073	4/7/2025	Page Lumber & Supply	1/4x2 Self Tapping Screws	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 300.00
2504-294000	4/7/2025	Page Lumber & Supply	Light Duty Lashing Strap 8' Sanding Sponge 220#	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 49.23
2504-293968	4/7/2025	Page Lumber & Supply	Hammer Sledge 10lb. Cutoff Wheel Metal Cutoff Wheel 5PC Steel	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 119.08
2504-293942	4/7/2025	Page Lumber & Supply	MIL Bit Drill Brush Wire Brass, Receptacle USF AWG, STRX Single Wire	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 451.08
2504-293783	4/5/2025	Page Lumber & Supply	CABLE Armored 12/2x250'	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 399.98
2504-293731	4/5/2025	Page Lumber & Supply	GROUT Unsanded Haystack 10lb.	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 37.98
2504-293654	4/4/2025	Page Lumber & Supply	Drumliner 36x60 Sink Supply Line Brass Comp Connector	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 132.73
2504-293306	4/3/2025	Page Lumber & Supply	Pro-Hide Gold Pastel Satin GAL.	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 665.82
2503-290433	3/20/2025	Page Lumber & Supply	GCFE3060BF Electric Range	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 7,554.00
2504-293299	4/3/2025	Page Lumber & Supply	MIL Blade Saw Circular 7-1/4" PCD Fiber Cement	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 215.96
2504-293208	4/3/2025	Page Lumber & Supply	Safety Grab Bar, Tape Duct, ABS Cement Crimp Ring, Hose BIBB, PEX Adapter	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 207.09
2504-293096	4/2/2025	Page Lumber & Supply	MIL Bit Drill, MIL SDS Bit, Bit Drill MSNRY Carriage Bolt Zn, MIL Hole Saw Ice Hardened, Trans Fluid	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 231.71
2504-293051	4/2/2025	Page Lumber & Supply	9x2-1/2 Saber WD Scr SS	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 10.11

ALLOWABLE COSTS

5/21/2025

2504-292972	4/2/2025	Page Lumber & Supply	3/8" x 6" Toggle Bolt Pack	ZenniHome Purchase Build	\$ - \$ - \$ 156.00
2504-292956	4/2/2025	Page Lumber & Supply	Box Cover Electrical, Epoxy Adhesive 25ml Ctr Liquid, MIL Bit S&D Black Oxide, Paint Marker Wht/Bik/Slvr	ZenniHome Purchase Build	\$ - \$ - \$ 109.09
2504-292896	4/1/2025	Page Lumber & Supply	ABS Reducing TEE/WYE 3"x 2"	ZenniHome Purchase Build	\$ - \$ - \$ -
2504-292865	4/1/2025	Page Lumber & Supply	Red Threadlocker 6ml Blue Threadlocker 6ml LOC Washers	ZenniHome Purchase Build	\$ - \$ - \$ 21.48
2504-292780	4/1/2025	Page Lumber & Supply	ABS Pipe 4" x 20'	ZenniHome Purchase Build	\$ - \$ - \$ 239.98
2504-292779	4/1/2025	Page Lumber & Supply	Joint Compound 50# 4Gal. Box Pine 1x4x16	ZenniHome Purchase Build	\$ - \$ - \$ 594.97
2504-292754	4/1/2025	Page Lumber & Supply	Brass Coupling 1/2" ABS Cement 32oz.	ZenniHome Purchase Build	\$ - \$ - \$ 166.87
2504-292748	4/1/2025	Page Lumber & Supply	Joint Compound 50# 4Gal. Box Frameless Bevel Mirror 24x30 MIL Bit S&D Black Oxide	ZenniHome Purchase Build	\$ - \$ - \$ 124.90
2503-292220	3/29/2025	Page Lumber & Supply	Medallion Plus Int Ltx Flat WHT Gal. Vulcan BIT #2 Phillips 2" Clevis Link 3/8	ZenniHome Purchase Build	\$ - \$ - \$ 167.23
2503-292173	3/28/2025	Page Lumber & Supply	Drywall Screw 3" Self Driller	ZenniHome Purchase Build	\$ - \$ - \$ 123.19
2503-292151	3/28/2025	Page Lumber & Supply	Machine Bolts Stardrive DCK SCRW 9x2-1/2 5lb. Febreze XSTRG 6/8.8oz.	ZenniHome Purchase Build	\$ - \$ - \$ 34.06
2503-292047	3/28/2025	Page Lumber & Supply	EMT 2" Conduit, Connector, Coupling Cutter Hammer Circuit Breaker, ETN Circuit Breaker Tape Measure, Caulk EX Latex, Hand Truck Tire	ZenniHome Purchase Build	\$ - \$ - \$ 866.86
2503-291978	3/28/2025	Page Lumber & Supply	TMstr Flat Head TMstr Drill Bit Star Drvie Bit T30	ZenniHome Purchase Build	\$ - \$ - \$ 50.31

ALLOWABLE COSTS

5/21/2025

2503-291879	3/27/2025	Page Lumber & Supply	Pastel Base Satin Paint Gal.	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 406.89
2503-291590	3/26/2025	Page Lumber & Supply	MIL Bit Titanium 5/64" Blade Utility Knife Blade Lg. Hook	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 83.39
2503-291489	3/26/2025	Page Lumber & Supply	Hex Nut Zinc 3/8-16 Flat Washer Zn 10mm	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 20.96
2503-291471	3/26/2025	Page Lumber & Supply	PVC Cutter Internal FatMax Snap Off Knife Quick-Point Blade 18mm	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 58.02
2503-291457	3/26/2025	Page Lumber & Supply	ZIP OSB Combo Shtng 7/16" x 4 x 8	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 6,400.00
2503-291346	3/26/2025	Page Lumber & Supply	MISC Nuts & Bolts	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 13.44
2503-291281	3/25/2025	Page Lumber & Supply	Blade Jigsaw MI-MTL 3" Jigsaw Blade 4" Carbon	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 13.98
2503-291214	3/25/2025	Page Lumber & Supply	Screw TEK 12x2 pk60 Screw Metal Bldg 250pc Adhesive LOCTITE 10oz., Magnetic Sweeper	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 337.52
2503-291206	3/25/2025	Page Lumber & Supply	Epoxy Adhesive 25ml Syringe, Tape Duct WHT Drywall Tape, EMT 2" Conduit Padlock 3pk	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 249.27
2503-290458	3/25/2025	Page Lumber & Supply	Brass Ball Valve 3/4 CXC	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 31.98
2503-290354	3/20/2025	Page Lumber & Supply	Caster Plate STL/Zinc 3"	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 47.80
2503-290328	3/20/2025	Page Lumber & Supply	Pro-Hide Gold Pastel Satin GAL. WHT	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 184.95
2503-290141	3/20/2025	Page Lumber & Supply	Lock Chain Clamp 9" MIL Bit S&D BLK Oxide, Cutter Cable, ABS Sanit 45DEG Elbow StoveBoard UL 32x42" BLK	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 804.75

ALLOWABLE COSTS

5/21/2025

2503-290112	3/19/2025	Page Lumber & Supply	MIL Bit S&D BLK Oxide 7/8" MIL Step BIT 7/8-1-1/8" MIL BIT Step Drill 7/8" to 1-1/8"	ZenniHome Purchase Build	\$ - \$ - \$ 198.96
2503-290099	3/19/2025	Page Lumber & Supply	Cord Extension, Socket Rail 8pc., Rope Poly Cable Clamps, Brush Wire Brass, MIL BIT Insert 2" BIT Insert TORX, BURR Carb Tree Point, MISC Nuts & Bolts	ZenniHome Purchase Build	\$ - \$ - \$ 673.30
2503-290071	3/19/2025	Page Lumber & Supply	Sheet Rock Moist RES 5/8 x 4 x 10	ZenniHome Purchase Build	\$ - \$ - \$ 2,600.00
2503-290068	3/19/2025	Page Lumber & Supply	ZIP OSB Combo SHTNG 7/16" x 4 x 8	ZenniHome Purchase Build	\$ - \$ - \$ -
2503-290017	3/18/2025	Page Lumber & Supply	MIL Step BIT 3/16-7/8" MIL Step BIT 1/2-1" MIL Step BIT 7/8-1-1/8"	ZenniHome Purchase Build	\$ - \$ - \$ 164.82
2503-289959	3/18/2025	Page Lumber & Supply	MIL BIT Aircraft BLK Oxide, Socket Bit Counter Sink HEX MIL Bit HEX 1/2", Adhesive Spray 16.75oz.	ZenniHome Purchase Build	\$ - \$ - \$ 294.60
2503-289920	3/18/2025	Page Lumber & Supply	Shackle Anchor 5/16	ZenniHome Purchase Build	\$ - \$ - \$ 6.42
2503-289892	3/18/2025	Page Lumber & Supply	Grinding Wheel, Wire Wheel MIL Nutdriver	ZenniHome Purchase Build	\$ - \$ - \$ 73.77
2503-289867	3/18/2025	Page Lumber & Supply	Cord Extension, Adhesive 10oz. Strip Surge 6out, Cable Ties BLG, WHT	ZenniHome Purchase Build	\$ - \$ - \$ 406.76
2503-289856	3/18/2025	Page Lumber & Supply	Cutting Oil GAL. Wire SOLDER 453GA SOLDER Flux Brush	ZenniHome Purchase Build	\$ - \$ - \$ 175.30
2503-289832	3/18/2025	Page Lumber & Supply	Pastel Base SATIN GAL.	ZenniHome Purchase Build	\$ - \$ - \$ 70.00
2503-289831	3/18/2025	Page Lumber & Supply	EMT Conduit 2" x 10"	ZenniHome Purchase Build	\$ - \$ - \$ 1,259.72
2503-289738	3/17/2025	Page Lumber & Supply	Helmet Lift Front ARC, DeWalt BIT Set 40pc Holder Electrode 200amp, USF Stationary Helmet USF Electrode Holder 200amp, MIL BIT S&D BLK Oxide 5/8"	ZenniHome Purchase Build	\$ - \$ - \$ 197.61

ALLOWABLE COSTS

5/21/2025

2503-289588	3/17/2025	Page Lumber & Supply	MIL BIT Drill HMR 5/8 x 10 x 12" Eyebolt GALV Misc Nuts & Bolts	ZenniHome Purchase Build	\$ - \$ - \$ 64.72
2503-289558	3/17/2025	Page Lumber & Supply	Sheet Rock Moist RES 5/8 x 4 x 10	ZenniHome Purchase Build	\$ - \$ - \$ 1,352.00
2503-289556	3/17/2025	Page Lumber & Supply	Sheet Rock FIRE "X" 5/8 x 4 x 10'	ZenniHome Purchase Build	\$ - \$ - \$ 9,984.00
2503-289547	3/17/2025	Page Lumber & Supply	Turn Buckle 5/8 x 12" Eye Bolt 5/8 x 8 GALV	ZenniHome Purchase Build	\$ - \$ - \$ 61.53
2503-289356	3/17/2025	Page Lumber & Supply	Steel Flat Bar 3/4 x 1/8 x 36	ZenniHome Purchase Build	\$ - \$ - \$ 11.03
2503-289124	3/14/2025	Page Lumber & Supply	SwitchBox Steel 2-1/4" Wall Anchors 1/8 Long 38 E-Z Anch MTL Kit	ZenniHome Purchase Build	\$ - \$ - \$ 19.94
2503-288985	3/13/2025	Page Lumber & Supply	Bench Grinding Wheel 6" Medium Wire Wheel Twist Knot 6"	ZenniHome Purchase Build	\$ - \$ - \$ 50.38
2503-288890	3/13/2025	Page Lumber & Supply	Screw TEKS HEX 10-16 x 3/4 WD-40 11oz.	ZenniHome Purchase Build	\$ - \$ - \$ 124.73
2503-288806	3/12/2025	Page Lumber & Supply	Ladder 4', Rule Straight Edge, Square Framing Square Rafter, Stripper Wire, Knife Retract, Screwdriver 6-way Drywall Saw, Chalk Reel w/Blue, Cutter Conduit, Caulk Gun	ZenniHome Purchase Build	\$ - \$ - \$ 1,833.30
2503-288756	3/12/2025	Page Lumber & Supply	Grinding Wheel 4-1/2 x 1/4 x 7/8 Metal AL OX Wheel Cutoff 4.5 x 1/8 x 7/18"	ZenniHome Purchase Build	\$ - \$ - \$ 35.62
2503-288745	3/12/2025	Page Lumber & Supply	ABS Cleanout TEE 2Way 3" ABS Sanitary TEE 3"	ZenniHome Purchase Build	\$ - \$ - \$ 95.65
2503-288664	3/12/2025	Page Lumber & Supply	SDS + Drill Bit 1/2 x 6 x 8-1/2 Lighter OXY/Acetylene 1Flint	ZenniHome Purchase Build	\$ - \$ - \$ 22.36
2503-288577	3/11/2025	Page Lumber & Supply	Black Bolt	ZenniHome Purchase Build	\$ - \$ - \$ 7.17

ALLOWABLE COSTS

5/21/2025

2503-288539	3/11/2025	Page Lumber & Supply	HEX Sleeve Anch Hose Clamp/CARB Screw Steel Insert Coupling	ZenniHome Purchase Build	\$ - \$ - \$ 123.10
2503-288040	3/8/2025	Page Lumber & Supply	MIL SDS BIT 1 1/8 X 18"	ZenniHome Purchase Build	\$ - \$ - \$ 99.99
2503-287923	3/7/2025	Page Lumber & Supply	EMT SET SCREW COUPLING 2"	ZenniHome Purchase Build	\$ - \$ - \$ 20.97
2503-287733	3/6/2025	Page Lumber & Supply	BINDER CHAIN GRAB HOOK KEEPER SLING FLAT TOP KEEPER LIFT SLING FLAT LOOP	ZenniHome Purchase Build	\$ - \$ - \$ 118.97
2503-287650	3/6/2025	Page Lumber & Supply	PLUG BLACK PLAST ANGLE 4WIRE	ZenniHome Purchase Build	\$ - \$ - \$ 27.99
2503-287598	3/6/2025	Page Lumber & Supply	ANTIFREEZE PRESTONE PLUG TWIST LOCK GROUND 4WIRE CONDUIT LOCKNUT 2" 2PK, NIPPLE CONDUIT OFFSET 2" ZINC	ZenniHome Purchase Build	\$ - \$ - \$ 72.59
2503-287454	3/5/2025	Page Lumber & Supply	NM/SE 3/4" CLAMP CONNECTOR	ZenniHome Purchase Build	\$ - \$ - \$ 31.96
2503-287383	3/5/2025	Page Lumber & Supply	ZIP OSB COMBO SHEATHING 2" X 4 X 8	ZenniHome Purchase Build	\$ - \$ - \$ 3,685.50
2503-287063	3/3/2025	Page Lumber & Supply	12" STRAP TIE ANTIFREEZE/COOL PRE-MIX	ZenniHome Purchase Build	\$ - \$ - \$ 34.84
2503-286988	3/3/2025	Page Lumber & Supply	CLEVIS LINK 7/16-1/2	ZenniHome Purchase Build	\$ - \$ - \$ 69.88
2503-286964	3/3/2025	Page Lumber & Supply	ZIP OSB COMBO SHEATHING 2" X 4 X 8 15/16" 7/16" 4 X 8 ZIP SHEATHING	ZenniHome Purchase Build	\$ - \$ - \$ 21,614.50
2503-286809	3/1/2025	Page Lumber & Supply	EMT 2" CONDUIT ELBOW EMT CONNECTOR 2", EMT COMPRS CONN 2" EMPT COMPRS COUPL 2"	ZenniHome Purchase Build	\$ - \$ - \$ 155.26
2502-286708	2/28/2025	Page Lumber & Supply	SHEETROCK MOIST RES 5/8 x 4 x 10	ZenniHome Purchase Build	\$ - \$ - \$ 1,352.00

ALLOWABLE COSTS

5/21/2025

2502-286662	2/28/2025	Page Lumber & Supply	EMT SET SCREW COUPLING 2" 44K POWER ENHANCER GAS ADDITIVE	ZenniHome Purchase Build	\$ - \$ - \$ 53.72
2502-286414	2/27/2025	Page Lumber & Supply	CASTER PLATE BLK, BARREL BOLT 6" FEIT BULB HALOGEN, BOLT EYE XHVY LINK SPRG SNAP, LINK CPR SNAP, CHAIN DOUBLE LOOP	ZenniHome Purchase Build	\$ - \$ - \$ 265.60
2502-286206	2/26/2025	Page Lumber & Supply	ACETONE THINNER QT., APPLIANCE TOUCH UP WHT PC-11 EPOXY PAST 2OZ., TUBE & TILE EPOXY STOVEBOARD GRAY, BLACK	ZenniHome Purchase Build	\$ - \$ - \$ 396.09
2502-286088	2/25/2025	Page Lumber & Supply	NM/SE CONDUIT CLAMP, CONDUIT NIPPLES 2" CONDUIT LOCKNUT 2" PVC SWITCH BOX 1G	ZenniHome Purchase Build	\$ - \$ - \$ 63.58
2502-285965	2/25/2025	Page Lumber & Supply	MIT BIT S&D BLACK OXIDE 7/8"	ZenniHome Purchase Build	\$ - \$ - \$ 55.98
2502-285954	2/25/2025	Page Lumber & Supply	PADLOCK LAMINATED 3PK/4PK KRYLON SAFEY (VARIOUS COLORS) TAPE MASKING, BRUSH NYLNPOLY SASH 2"	ZenniHome Purchase Build	\$ - \$ - \$ 950.33
2502-285651	2/24/2025	Page Lumber & Supply	SHEETROCK FIRE "X" 5/8 X 4 X 10'	ZenniHome Purchase Build	\$ - \$ - \$ 4,992.00
2502-285649	2/24/2025	Page Lumber & Supply	RAILROAD TIES #1 & BETTER	ZenniHome Purchase Build	\$ - \$ - \$ 972.00
2502-285648	2/24/2025	Page Lumber & Supply	EMT CONDUIT 3/4" X 10' SQD/HOM CIRCUIT BRKR 20A	ZenniHome Purchase Build	\$ - \$ - \$ 186.79
2502-285443	2/22/2025	Page Lumber & Supply	MISC NUTS & BOLTS MOA OIL ADDITIVE	ZenniHome Purchase Build	\$ - \$ - \$ 31.80
2502-285380	2/21/2025	Page Lumber & Supply	MIL HOLE SAW DMND 2" MIL BIT EXTENSION 1/4HEX X 12" SWAGING TOOL 18"	ZenniHome Purchase Build	\$ - \$ - \$ 117.97
2502-285285	2/21/2025	Page Lumber & Supply	LOAD BINDER 3/8-1/2" CLEVIS SLIP HOOK 3/8" CHAIN 3/8" 40FT	ZenniHome Purchase Build	\$ - \$ - \$ 511.11
2502-285234	2/21/2025	Page Lumber & Supply	CHAIN 3/8" TRANSPORT 45'	ZenniHome Purchase Build	\$ - \$ - \$ 179.26

ALLOWABLE COSTS

5/21/2025

2502-285172	2/20/2025	Page Lumber & Supply	4" SQ BOX 1-1/2" DEEP PLUMBING ACCESS PANEL 14X4	ZenniHome Purchase Build	\$ - \$ - \$ 141.94
2502-285162	2/20/2025	Page Lumber & Supply	GROUT FLOAT 9"L 4"W TROWEL CONDUIT FLEXABLE	ZenniHome Purchase Build	\$ - \$ - \$ 152.73
2502-285136	2/20/2025	Page Lumber & Supply	RIGID STRAP NM/SE CONDUIT CLAMP	ZenniHome Purchase Build	\$ - \$ - \$ 25.70
2502-2850549	2/20/2025	Page Lumber & Supply	DRYWALL SCREW SELF DRILLER PADLOCK HASP 8.62"	ZenniHome Purchase Build	\$ - \$ - \$ 63.45
2502-285013	2/19/2025	Page Lumber & Supply	LEAD WOOD ANCHOR	ZenniHome Purchase Build	\$ - \$ - \$ 9.90
2502-284956	2/19/2025	Page Lumber & Supply	DISPOSER 1/3HP BADGER WATER HEARTER ELEC 50GAL. TOILET-TO-GO WHT ELONG	ZenniHome Purchase Build	\$ - \$ - \$ 3,163.96
2502-284955	2/19/2025	Page Lumber & Supply	FIREBARRIER CAULK FOAM FIRE BLOCK 12OZ.	ZenniHome Purchase Build	\$ - \$ - \$ 406.36
2502-284885	2/19/2025	Page Lumber & Supply	PLASTIC ANC KIT RIGID LB CONDUIT MISC NUTS & BOLS	ZenniHome Purchase Build	\$ - \$ - \$ 621.47
2502-284794	2/19/2025	Page Lumber & Supply	MIL BIT S&D BLK OXIDE MIL BIT HAMMER	ZenniHome Purchase Build	\$ - \$ - \$ 41.98
2502-284510	2/17/2025	Page Lumber & Supply	SOHARDWARE	ZenniHome Purchase Build	\$ - \$ - \$ 106.26
2502-283811	2/12/2025	Page Lumber & Supply	REDHEADS	ZenniHome Purchase Build	\$ - \$ - \$ 11.16
2502-283603	2/11/2025	Page Lumber & Supply	CAULK DAP SILC SEALANT 10.1OZ.	ZenniHome Purchase Build	\$ - \$ - \$ 239.76
2502-283543	2/11/2025	Page Lumber & Supply	CLEVIS SLIP HOOK 3/8" YELLOW WIRE ROPE CLIP 3/4 KEYBLANK MASTER LOCK, NOZZLE TRIG METAL 5-1/2"	ZenniHome Purchase Build	\$ - \$ - \$ 49.80

ALLOWABLE COSTS

5/21/2025

2502-283518	2/11/2025	Page Lumber & Supply	HOLLOW WALL TOOL HOLDER, TOOL STORAGE CLIP HOOK PEG STRAIGHT, HOOK PEG DOUBLE ARM 1/4X3"	ZenniHome Purchase Build	\$ - \$ - \$ 102.13
2502-283485	2/11/2025	Page Lumber & Supply	RAM BOARD FLOOR PROTECTOR 38" X 100FT.	ZenniHome Purchase Build	\$ - \$ - \$ 599.90
2502-283365	2/10/2025	Page Lumber & Supply	TAPE MEASURE	ZenniHome Purchase Build	\$ - \$ - \$ 18.39
2502-283359	2/10/2025	Page Lumber & Supply	REDHEADS SDS+DRILL BIT 1/2 X 6 X 8-1/2 COMPACTOR BAG PLASTIC	ZenniHome Purchase Build	\$ - \$ - \$ 36.14
2502-283269	2/10/2025	Page Lumber & Supply	COMFORT BATT 23 5.5X23X47	ZenniHome Purchase Build	\$ - \$ - \$ 20,880.00
2502-283031	2/7/2025	Page Lumber & Supply	CUTTING OIL GAL. MIL STEP BIT 7/8-1-1/8" BIT DRILL COBALT, MIL BIT BLK OXIDE 1/4"	ZenniHome Purchase Build	\$ - \$ - \$ 137.55
2502-282970	2/7/2025	Page Lumber & Supply	BALL INTERLOCK MIL BIT BLK OXIDE MIL BIT S&D BLK OXIDE 9/16",7/16"	ZenniHome Purchase Build	\$ - \$ - \$ 148.40
2502-282829	2/6/2025	Page Lumber & Supply	GRID BUCKET 5GAL.	ZenniHome Purchase Build	\$ - \$ - \$ 18.36
2502-282813	2/6/2025	Page Lumber & Supply	PLIERS LONG NOSE 8" STRIPPER/CUTTER/CRIMP WIRE 8" PLIERS BI-MATERIAL 3PC. SET	ZenniHome Purchase Build	\$ - \$ - \$ 256.54
2502-282758	2/6/2025	Page Lumber & Supply	REDUCER FLUTE STN NKL MIL BIT HEX TITANIUM 1/2" MIL BIT COBALT 1/2"	ZenniHome Purchase Build	\$ - \$ - \$ 407.55
2502-282700	2/6/2025	Page Lumber & Supply	PRO-HIDE SG PASTEL 5GAL.	ZenniHome Purchase Build	\$ - \$ - \$ 4,950.00
2502-282648	2/5/2025	Page Lumber & Supply	SWEEP COMPOUND 50# WAX BASE	ZenniHome Purchase Build	\$ - \$ - \$ 99.33
2502-282614	2/5/2025	Page Lumber & Supply	HVAC HOLE CUTTER HVAC BLADE REPLACEMENT FOR HOLE CUTTER	ZenniHome Purchase Build	\$ - \$ - \$ 80.94

ALLOWABLE COSTS

5/21/2025

2502-282511	2/5/2025	Page Lumber & Supply	NUTS RCPT DPLX 125V 20A	ZenniHome Purchase Build	\$ - \$ - \$ 66.43
2502-282492	2/5/2025	Page Lumber & Supply	WALL PLATE BLANK WHT WEATHER BOX 1G IN-USE COVER HOLE SAW BI METAL 1-1/2" EXTENSION RING	ZenniHome Purchase Build	\$ - \$ - \$ 170.09
2502-282414	2/4/2025	Page Lumber & Supply	MISC NUTS & BOLTS	ZenniHome Purchase Build	\$ - \$ - \$ 12.54
2502-282373	2/4/2025	Page Lumber & Supply	DOOR STRIKE SS SATIN COUNTERSINK #6-7	ZenniHome Purchase Build	\$ - \$ - \$ 90.99
2502-282295	2/4/2025	Page Lumber & Supply	DECREASER GALVANIZED 8X6 ELBOW PIPE 90DEG COUNTERSINK #10	ZenniHome Purchase Build	\$ - \$ - \$ 212.36
2502-282291	2/4/2025	Page Lumber & Supply	MIL HOLE SAW ICE HARDENED 4-1/2"	ZenniHome Purchase Build	\$ - \$ - \$ 57.99
2502-282257	2/4/2025	Page Lumber & Supply	HAMMER BALL PEIN 24OZ. COUNTERSNK/SCREW PILOT #12 TAPE ALUMINUM FOIL 2" X 30YDS	ZenniHome Purchase Build	\$ - \$ - \$ 150.81
2502-282206	2/3/2025	Page Lumber & Supply	CASTER 5IN SWIVEL W/BRAKE PU	ZenniHome Purchase Build	\$ - \$ - \$ 18.39
2502-282074	2/3/2025	Page Lumber & Supply	TAPE BLUE MASK 1.87X60YD TAPE DUCT 2"X60YD RAM BOARD FLOOR PROTECTOR	ZenniHome Purchase Build	\$ - \$ - \$ 1,230.77
2501-281739	2/3/2025	Page Lumber & Supply	HEATER MILKHOUSE PLUG 15A YEL ARMORED 3WIRE AERATOR HOSE ADAPT	ZenniHome Purchase Build	\$ - \$ - \$ 32.83
2501-281590	1/31/2025	Page Lumber & Supply	ABS PIPE 1-1/2"X20' ABS PIPE 2"X20" ABS PIPE 3"X20" FOAM CORE	ZenniHome Purchase Build	\$ - \$ - \$ 1,034.77
2501-281570	1/30/2025	Page Lumber & Supply	CONDUIT HANGER 1/2 DEADBOLT SECURITY SET LEVER HNDL EMT CONDUIT 1/2" X 10'	ZenniHome Purchase Build	\$ - \$ - \$ 124.84
2501-281495	1/30/2025	Page Lumber & Supply	WEDGE ANCHORS CASTER PLATE BLK/ZINC 2-1/2 SDS+DRILL BIT 1/2 X 6 X 8-1/2	ZenniHome Purchase Build	\$ - \$ - \$ 136.13

ALLOWABLE COSTS

5/21/2025

2501-281483	1/30/2025	Page Lumber & Supply	MIL HOLE SAW CRBD TEETH 4-1/4"D MIL SAW HOLE CAR TH 1-3/4"DIA MIL HOLE SAW ICE HARDENED 1-3/4"	ZenniHome Purchase Build	\$ - \$ - \$ 146.96
2501-281212	1/29/2025	Page Lumber & Supply	SWEEP COMPOUND 50# WAX BASE	ZenniHome Purchase Build	\$ - \$ - \$ 99.33
2501-280955	1/27/2025	Page Lumber & Supply	FAUCET LNDRY 2 HNDLE CHM	ZenniHome Purchase Build	\$ - \$ - \$ 78.19
2501-280759	1/24/2025	Page Lumber & Supply	ROTERY HAMMER charge @ 8.75/hour	ZenniHome Purchase Build	\$ - \$ - \$ 52.50
2501-280814	1/25/2025	Page Lumber & Supply	COVER SQ FLT BLK 4" 1/2KO TESTER VOLT N/CONTCT 5-1000AC	ZenniHome Purchase Build	\$ - \$ - \$ 48.15
2501-280758	1/24/2025	Page Lumber & Supply	GAS CAN 2.5GAL PLASTIC NO SPILL	ZenniHome Purchase Build	\$ - \$ - \$ 34.99
2501-280719	1/24/2025	Page Lumber & Supply	CORD EXTENSION 10/3 100' YELLOW OIL 8OZ. 2 CYCLE	ZenniHome Purchase Build	\$ - \$ - \$ 168.34
2501-280638	1/24/2025	Page Lumber & Supply	ROTERY HAMMER	ZenniHome Purchase Build	\$ - \$ - \$ 40.00
2501-280634	1/24/2025	Page Lumber & Supply	PAINT INVERTED FLUO ORG BULLY SCOOP POLY SCOOP GRAIN ALUM W/PREM WH HN, RESPIRATOR N95	ZenniHome Purchase Build	\$ - \$ - \$ 200.11
2501-280594	1/24/2025	Page Lumber & Supply	SWITCH 3-WAY IVRY GND TOGGLE 7V BOX SWITCH TOG 120/277V HOSE BIBB 1/2 BRASS STD, PVC BUSHING	ZenniHome Purchase Build	\$ - \$ - \$ 59.32
2501-280575	1/23/2025	Page Lumber & Supply	SEALANT INSUL FM WDW/DOOR 12OZ. W NOZZLE	ZenniHome Purchase Build	\$ - \$ - \$ 91.91
2501-280534	1/23/2025	Page Lumber & Supply	MIL CHISELING SCALING 2X12IN MIL CHISEL TILE SDSMAX 2X15" MULTITESTER ANLG GMT, TESTER VOLTAGE CLAMP	ZenniHome Purchase Build	\$ - \$ - \$ 212.16
2501-280322	1/22/2025	Page Lumber & Supply	2" 4X8 ZIP ZIP OSB COMBO SHEATHING 1/2"X4X8 PLYWOOD OSB T&G 3/4X4X8	ZenniHome Purchase Build	\$ - \$ - \$ 27,790.00

ALLOWABLE COSTS

5/21/2025

2501-280278	1/22/2025	Page Lumber & Supply	FEIT BULB HALOGEN 3000K CLR ABS COUPLING 4" CORD EXTENSION 50' YELLOW, SCREW TEK HEX ST	ZenniHome Purchase Build	\$ - \$ - \$ 229.12
2501-280267	1/22/2025	Page Lumber & Supply	DISPOSER 1/3HP BADGER WATER HEATER ELEC 50GAL., TOILET-TO-GO WHT ELONG SOHARDWRE STOVE	ZenniHome Purchase Build	\$ - \$ - \$ 1,389.99
2501-280186	1/22/2025	Page Lumber & Supply	DEADBOLT SMARTKEY SAT NKL AIR HORN REFILL 8OZ. (DISALLOWED) TAPE DUCT, CONTRACTOR BAG, CUTOFF WHEEL	ZenniHome Purchase Build	\$ - corrected amount \$ 434.92
2501-280022	1/22/2025	Page Lumber & Supply	SHACKLE ANCHOR 1"	ZenniHome Purchase Build	\$ - \$ - \$ 98.85
2501-279973	1/21/2025	Page Lumber & Supply	JOINT COMPOUND USD 50# 4GAL. BOX	ZenniHome Purchase Build	\$ - \$ - \$ 324.75
2501-279909	1/21/2025	Page Lumber & Supply	TUBING POLY 3/8IDX 300FT.	ZenniHome Purchase Build	\$ - \$ - \$ 1.87
2501-279869	1/20/2025	Page Lumber & Supply	SHEETROCK MOIST RES 5/8X4X8	ZenniHome Purchase Build	\$ - \$ - \$ -
2501-279741	1/20/2025	Page Lumber & Supply	ABS PIPE 1-1/2" X 20" ABS PIPE 2" X 20' ABS PIPE 3" X 20" FOAM CORE, 4" X 20'	ZenniHome Purchase Build	\$ - \$ - \$ 200.00
2501-279420	1/17/2025	Page Lumber & Supply	COMFORT BATT 5.5X23X47	ZenniHome Purchase Build	 \$ 5,220.00
2501-279358	1/16/2025	Page Lumber & Supply	CONSTRUCTION ADHESIVE 10OZ.	ZenniHome Purchase Build	\$ - \$ - \$ 103.93
2501-279326	1/16/2025	Page Lumber & Supply	SHACKLE ANCHOR 7/8 SHACKLE ANCHOR 1"	ZenniHome Purchase Build	\$ - \$ - \$ 147.49
2501-279242	1/16/2025	Page Lumber & Supply	CARPET TRIM 2" X 72" CONSTRUCTION ADHESIVE 10OZ. ADHESIVE LOCTITE 10OZ., HOSE CLAMP, TUBING VINYL CLR	ZenniHome Purchase Build	\$ - \$ - \$ 216.82
2501-279174	1/15/2025	Page Lumber & Supply	TUBING VINYL CLEAR 1-1/2ID X 50'	ZenniHome Purchase Build	\$ - \$ - \$ 84.46

ALLOWABLE COSTS

5/21/2025

2501-279074	1/15/2025	Page Lumber & Supply	INSUL R30-24" 88SFT	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,350.00
2501-279037	1/15/2025	Page Lumber & Supply	FLOOR PROTECTOR RAM BOARD 38" X 100FT SWEEP COMPOUND 50# WAX BASE	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 546.14
2501-279036	1/15/2025	Page Lumber & Supply	INSUL R30-24" 88SFT	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 2,700.00
2501-278917	1/14/2025	Page Lumber & Supply	PH FL MACH SC ZN 1/4-20 X 3-1/2 HEX NUT ZINC NC	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 31.26
2501-278852	1/14/2025	Page Lumber & Supply	TRANSMISSION FLUID TYPE F PADLOCK BRASS GROUT SPONGE XLG, LG	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 66.35
2501-278851	1/14/2025	Page Lumber & Supply	CAULK DAP KWIKSEAL WHT 10.1OZ.	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 87.94
2501-278758	1/13/2025	Page Lumber & Supply	NUTS BOLTS	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 9.20
2501-278720	1/13/2025	Page Lumber & Supply	COMFORT BATT 5.5 X 23 X 47	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 5,437.50
2501-278704	1/13/2025	Page Lumber & Supply	DRYWALL SCREW 1-5/8" BOX CABLE ARMORED 12/2 X 250' CABLE METAL 12/2X100', TAPE MEASURE 150FT.	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 690.66
2501-278664	4/22/1900	Page Lumber & Supply	SCREW TEKS HEX 12X1 400	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 113.97
2501-278626	1/13/2025	Page Lumber & Supply	SCREW METAL BLDG WORM 2-1/2 250PC MIL 6IN1 UTILITY KNIFE BOLTS	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 82.89
2501-278323	1/10/2025	Page Lumber & Supply	ZIP OSB COMBO SHEATHING 1/2"X4X8 1-15/16" 4X8 SHEATHING 2" PLYWOOD OSB T&G 3/4X4/8	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 9,177.00
2501-278322	1/10/2025	Page Lumber & Supply	ZIP TAPE 3.75X90' FOR ZIP SHEATHING ZIP STRETCH TAPE 3"X20'	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,598.88

ALLOWABLE COSTS

5/21/2025

2501-278209	1/9/2025	Page Lumber & Supply	BOLTS BOLTS BOLTS	ZenniHome Purchase Build	\$ - \$ - \$ 33.70
2501-278178	1/9/2025	Page Lumber & Supply	INSUL R30-24" 88SFT	ZenniHome Purchase Build	\$ - \$ - \$ 2,835.00
2501-278167	1/9/2025	Page Lumber & Supply	PLYWOOD OSB SHEATH 19/32X4X8	ZenniHome Purchase Build	\$ - \$ - \$ 875.00
2501-278025	1/8/2025	Page Lumber & Supply	SWIV HDL HTCH PN 1/2 X 6-1/4 MISC NUTS AND BOLTS	ZenniHome Purchase Build	\$ - \$ - \$ 15.25
2501-278001	1/8/2025	Page Lumber & Supply	DRYWALL SCREW 3" SELF DRILLER	ZenniHome Purchase Build	\$ - \$ - \$ 369.57
2501-278000	1/8/2025	Page Lumber & Supply	RAILROAD TIES # 1 & BETTER	ZenniHome Purchase Build	\$ - \$ - \$ 675.00
2501-277994	1/8/2025	Page Lumber & Supply	TAPE MOUNTING 1" X 125" SCREWS	ZenniHome Purchase Build	\$ - \$ - \$ 21.54
2501-277907	1/7/2025	Page Lumber & Supply	SHEETROCK FIRE "X" 5/8X4X10	ZenniHome Purchase Build	\$ - \$ - \$ 1,408.00
2501-277883	1/7/2025	Page Lumber & Supply	ABS 2" OR 3" GEN PURP DRAIN	ZenniHome Purchase Build	\$ - \$ - \$ -
2501-277853	1/7/2025	Page Lumber & Supply	CAMBUCKLE TIE DOWN 1" X 10' 4PK X2 TIE DOWN RATCHET 1" X 15' 4 PK X2	ZenniHome Purchase Build	\$ - \$ - \$ 148.98
2501-277801	1/7/2025	Page Lumber & Supply	MIL HOLE SAW ICE HARDENED 4"	ZenniHome Purchase Build	\$ - \$ - \$ 98.97
2501-277759	1/6/2025	Page Lumber & Supply	CURT HITCH PIN 5/8" DIA	ZenniHome Purchase Build	\$ - \$ - \$ 5.69
2501-277680	1/6/2025	Page Lumber & Supply	HOSE CLAMP/CARB SCREW NO.24 SS TUBING VINYL CLEAR 1-1/2ID X 50'	ZenniHome Purchase Build	\$ - \$ - \$ 63.52

ALLOWABLE COSTS

5/21/2025

2501-277603	1/6/2025	Page Lumber & Supply	REINFORCING ANGLE	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 725.88
2494	3/25/2025	Page Lumber & Supply	MATERIALS AND LASER CUTTING MIDDLE MATE, EXTERIOR WALL	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 6,283.00
2487	3/19/2025	Page Lumber & Supply	MATERIALS AND LASER CUTTING MIDDLE MATE, EXTERIOR WALL	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 12,978.00
2447-1059527	3/6/2025	Consolidated Electrical Distributing	20A 125V GFCI RCPT FLOOR BOX W/DSPBL CVR BRN DPLX CVR PLATE	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 917.95
2447-1059488	2/28/2025	Consolidated Electrical Distributing	3/8 ARMORED CABLE, OUTLET BOX BRACKET 20A 125V DPLX RCPT, 40CT 1-1/2 EXT MINIATURE CIRCUIT, PLUG ON NEUT CAFI	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 6,967.27
2447-1058684	2/18/2025	Consolidated Electrical Distributing	20A 125V GFCI RCPT	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 136.20
2447-1058504	2/4/2025	Consolidated Electrical Distributing	2P-120/240V-40A CB MINIATURE CIRCUIT 3/8 ARMORED CABLE CONN	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 8,336.10
2447-1058146	1/23/2025	Consolidated Electrical Distributing	4SQ 5/8D 2G RNG 3/4 2SCR SEC CONN	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 189.76
2447-1058139	1/20/2025	Consolidated Electrical Distributing	DOUBLE 3/8 SNAP IN CONN SEC CONN, KO BUSHING, CHARGER/RCP 30VA TRANSFORM	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 2,558.85
1198	1/8/2025	architects LOFT, pllc	Architectural Services	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 1,487.50
211	4/3/2025	WIKFORS Technology	FEM analysis and structural calculation model	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 3,870.00
209	3/21/2025	WIKFORS Technology	Structural Design and Simulation work	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 15,950.00
207	3/7/2025	WIKFORS Technology	FEM analysis and structural calculation model	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 11,340.00

ALLOWABLE COSTS

5/21/2025

205	2/21/2025	WIKFORS Technology	Structural Design and Simulation work	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 23,635.00
204	2/7/2025	WIKFORS Technology	Structural Design and Simulation work	ZenniHome Purchase Build	\$ -
			Invoice contains PER DIEM (Travel Costs)		\$ -
					\$ 24,884.00
203	2/4/2025	WIKFORS Technology	FEM analysis and structural calculation model	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 13,808.00
201	1/24/2025	WIKFORS Technology	Structural Design and Simulation work	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 12,760.00
200	1/10/2025	WIKFORS Technology	Structural Design and Simulation work	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 9,135.00
197	12/27/2025	WIKFORS Technology	FEM analysis and structural calculation model	ZenniHome Purchase Build	\$ -
					\$ -
			ok w/W04		\$ 3,360.00
196	12/27/2024	WIKFORS Technology	Structural Design and Simulation work Structural design concept	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 5,655.00
25.101.01	3/1/2025	The Gwydir Partnership	Consultant Meeting Billing Hours	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 9,375.00
SO-15683-18485/1	3/21/2025	KSI Metals Snowflake	Specialty Trim/Custom Trim/Burnished Slate 26ga	ZenniHome Purchase Build	\$ -
					\$ -
					\$ 16,357.80

Total Allowable Costs: \$ 3,965,331.89

Miscellaneous Costs

5/21/2025

Invoice #	Invoice Date	Company	Description	Miscellaneous Cost	Quantity	Item #	Price	Per	Amount
Estimate # 69746	2/10/2025	Metzfab Industries	Box Corner Pilar Steel Columns Pricing includes material, laser cutting, waterjet cutting, etc.	Not an Invoice					\$ - \$ - \$ 8,091.20
Quote	3/29/2025	Qingdao Barefoot Construction Material Co., Ltd.	Rest Payment	Item is a Quote					\$ - \$ - \$ 684.75
?	2/28/2025	Qingdao Barefoot Construction Material Co., Ltd.	Wood Pieces (Sanding)	Is this a Quote or Invoice?					\$ - \$ 30,880.70
40029	2/5/2025	Network Graphics & Designs	"No Parking" signs	Invoice is to be paid by ZenniHome NOT by Navajo Nation					\$ - \$ - \$ 196.02
?	3/4/2025	HOWARD Electric, Inc.	1" Flex "JAKE" internal connector 1" GRC coupling Floating neutral w/ 4/0 N. Lig	No Invoice # Is this a Delivery Slip					\$ - \$ - \$ 209.33
?	2/27/2025	HOWARD Electric, Inc.	Arrow Hart 50amp, 4 Wire, 125/250v, Locking male plug	No Invoice # Is this a Delivery Slip					\$ - \$ - \$ - \$ - \$ 67.43
23353	3/18/2025	Build Well Contracting Inc.	Liability Insurance	Invoice is to be paid by ZenniHome NOT by Navajo Nation					\$ - \$ - \$ 7,371.70
23352	3/18/2025	Build Well Contracting Inc.	Segment One Construction Bond	Invoice is to be paid by ZenniHome NOT by Navajo Nation					\$ - \$ - \$ 27,643.87
3575	2/28/2025	Rod Drudge	Big Tex Trailer 22GN Black, Year 2018 VIN 16V3527J6026913	Property of ZenniHome NOT Navajo Nation					\$ - \$ - \$ 12,000.00
6825	2/5/2025	Thompson Heating/Cooling	24ga 1 sheet cut down 4x4	Who paid for Invoice?					\$ - \$ - \$ 100.00
23341	3/18/2025	Build Well Contracting Inc.	Segment One Home Installation	IDSA needs to pay for ZenniHome NOT Navajo Nation					\$ - \$ - \$ 230,365.59
23340	3/18/2025	Build Well Contracting Inc.	Segment One Foundation Installation	IDSA needs to pay for ZenniHome NOT Navajo Nation					\$ - \$ - \$ 230,365.59
PO #18527	3/20/2025	Aldo Francioli	Custom Kit Cart	Document is NOT an Invoice					\$ -

Miscellaneous Costs

		Engtechnik	Equipment Cart	It is a record to pay vendor	\$ -
					\$ 13,850.00
3345	4/15/2025	SMS Law Group APC	Immigration (H1B) Filing Fees (Application) Admin. Fee	Disallowable Cost Sole responsibility of ZenniHome NOT Navajo Nation Or ARPA Fed Funds	\$ - \$ - \$ 9,835.00
Total Misc. Costs:					\$ 571,661.18

From: Candice Yazzie <cyazzie@nndcd.org>
Sent: Wednesday, April 23, 2025 6:21 PM
To: Tamarah Begay
Subject: IDSA - Material & Building Invoices

Mrs. Begay,

I took a tour of the Zenni home facility today with Kenna and Rosendo. Here are my take aways.

- The facility operations were ongoing with more than several people working on modular sections as expected.
- There were separate sections of the facility fabricating separate components of a home. For example, I noticed sewer elbows being glued and electrical boxes with metal cladding being fabricated.
- The overall build was substantial in fabrication including the use of 20ton mobile crane.
- There were packages of insulation in the nearby loading area. This was a good visual.

Of concern, though was being informed that money for ARPA for homes was used for the updating their building.

I asked Kenna to send invoices for the vendor being paid for this work.

I also reiterated to Kenna that DCD was still looking for all the material invoices from Zenni.

Be advised, that knowingly spending funds not specific to homes is a possible violation of the work order and / or master contract.

Once the invoices are sent to me for review, DCD will decide the next course of action.

Ahéhee'

Candice Yazzie, Division Director
NN Division of Community Development
PO Box 1904 | Window Rock, AZ 86515
CELL PH: 505.422.3942 | FAX: 928.871.7189
Email: cyazzie@nndcd.org
Website: www.NNDCD.org



recipient, be advised that you have received this message in error and that any dissemination, copying or use of this message or attachment is strictly forbidden, as is the disclosure of the information therein. If you have received this message in error please notify the sender immediately and delete the message.

EXHIBIT 5

To: Tamarah Begay, CEO/President IDS+A

From: Kenna Hettinger, ZenniHome

Date: June 20, 2025

Subject: Response to Disallowed Invoices on Work Order #4

Dear IDS+A team,

First and foremost, we want to sincerely apologize for the confusion on our end regarding the initial invoice request. We misunderstood the assignment and, as a result, pulled all invoices that ZenniHome has paid in support of Work Order #4 (WO4). We did not realize the intent was to provide only those invoices ZenniHome and IDS+A are submitting to the Navajo Nation for reimbursement.

To date, ZenniHome has submitted only one invoice—the 50% down payment per the contract. Since we have not yet received installation site assignments, no additional invoices have been submitted. As soon as installations begin, we will submit monthly invoices to IDS+A in alignment with our agreement, for subsequent submission to the Navajo Nation. Again, I apologize for the confusion that created unnecessary review work.

Response to Disallowed Costs

We have reviewed the disallowed items and agree with the majority of the comments provided in the spreadsheet. As noted, our initial submission was never intended as a reimbursement request to the Navajo Nation but rather a comprehensive accounting of ZenniHome's expenditures in support of WO4.

Moving forward, we will ensure only costs directly billed for reimbursement are submitted, with appropriate documentation. As requested for ARPA-related items, we will provide matching invoices and purchase orders tied directly to materials and employee salaries associated with WO4.

Invoices for Clarification

We respectfully request further review and clarification on the following items:

- **Invoice 1256-1 (125 KVA Generator Rental)**

This generator was critical to supporting subassembly operations in Building A to ramp production for WO4 as there is no power in Building A. It is a reasonable and necessary cost directly tied to project execution.

- **Invoice 1694 (Porta Potties – January)**

These temporary facilities were required to support additional crews in Building A as we scaled operations. This is a reasonable and necessary jobsite expense directly supporting WO4 progress.

- **Invoice 354911 (Crane Repair Service)**

The crane is essential for lifting and assembling modules under WO4. This repair cost is directly tied to production continuity and the successful execution of the work order.

- **Invoice 354495 (Generator)**

This invoice covers the cost of a generator used to provide temporary power to a building that is currently without utility service. The building is essential to increasing production capacity at our factory and directly supports the delivery timeline for WO4. This expense is both necessary and reasonable, as it enables continuity of operations and progress on project objectives in line with the ARPA-funded scope of work.

- **Invoices 130592, 130446, 130149, 129936, 128932 (Fuel)**

These invoices cover fuel costs for the generator providing temporary power to a critical building at our factory. As noted, the building is essential to increasing production capacity in support of WO4. Fuel is a necessary and reasonable operating expense to keep the generator running, ensuring uninterrupted progress on ARPA-funded project objectives.

- **Invoice 3575 (Big Tex Trailer 22GN)**

This trailer is used to transport material too large for a forklift within the production grounds, including metal studs, heavy welded plates and other bulk materials. The cost is reasonable, necessary and directly aligned with the project.

- **Invoices 23341 and 23340 (Build Well Contracting Deposits)**

These were mistakenly included due to our misunderstanding of the request. We did not intend to submit these directly to the Navajo Nation for reimbursement. Rather, these expenses, along with the Liability Insurance and Construction Bond, will be paid by ZenniHome through IDS+A as they are associated with the installation phase of the contract. We appreciate your understanding as we correct course moving forward.



Sincerely,

Kenna Hettinger
Chief of Staff
ZenniHome

EXHIBIT 6

October 17, 2025

Mr. Edward Hermes
Snell & Wilmer L.L.P.
One Arizona Center
400 East Van Buren St. Suite 1900
Phoenix, AZ 85004

Dear Mr. Hermes:

Thank you for the opportunity to assist ZenniHome in evaluating the allowability and compliance of expenditures incurred under their American Rescue Plan Act (“ARPA”) funded subcontractor agreement with Indigenous Design Studio & Architecture, LLC (“IDSA”), giving special consideration for ZenniHome’s ability to produce sufficient supporting documentation for project expenditures and compliance with the applicable flow-down requirements imposed under ARPA funded programs. As outlined in this report, Capital Edge’s evaluation includes a review of contract documents, invoices, cost ledgers, system generated transaction detail, and other financial and supporting records related to activities attributable to contract funding vehicle Work Order #4 (“WO4”), which is a work order issued by the Navajo Nation to IDSA for the construction of homes. ZenniHome is a subcontractor to IDSA.

Specifically, Capital Edge examined the terms and conditions of both the Master Contract executed between the Navajo Nation and IDSA as well as the subcontractor agreement executed between IDSA and ZenniHome, reconciled incurred costs to invoiced amounts, and conservatively identified any expenditures that may have been improperly classified or insufficiently supported by ZenniHome. To conduct this work, Capital Edge utilized data from ZenniHome’s accounting systems and obtained various forms of supplemental supporting documentation directly from ZenniHome when source records were not readily available. All reviewed documentation has been cataloged and retained by Capital Edge. The following sections of this report present the results of our review. As explained further herein, our analysis of the 26,400,900 of claimed project expenses and related organizational costs incurred by ZenniHome pursuant to the authorized objectives of WO4, resulted in approximately \$20,738,787 of supported project expenses allocable to WO4 based on the results of our testing procedures and the conservative judgement for cost allowability exercised at this time. For the purposes of this analysis, Capital Edge has excluded \$5,662,113 in expenses that present higher levels of risk related to cost allowability and those expenses incurred prior to the execution of WO4 (aka. pre-award costs). Of the \$5,662,113 adjustment referenced above, it is noted that ZenniHome incurred significant pre-award costs in preparation for its performance under WO4 that contributed to a \$439,543 extrapolated impact within the analysis summarized below. Should additional facts

or supporting documentation come to light, further consideration regarding the treatment of the excluded expenses referenced above may be reassessed.

I. SUMMARY OF APPROACH

In support of the broad objectives mentioned above, Capital Edge conducted an independent, forensic style review, while acting as an outsourced subject matter expert on Federal award compliance and cost allowability. Our efforts to date have included the following activities:

1. Reviewed the terms and conditions imposed under the Master Contract executed between the Navajo Nation and IDSA to gain an understanding of the compliance environment that ZenniHome is committed to complying with;
2. Identified total expenses in ZenniHome's accounting system that were both directly and indirectly incurred by ZenniHome during the period of performance of ZenniHome's subcontractor agreement with IDSA.
3. Deployed a combination of statistical and judgmental sampling techniques commonly used by Federal government auditors to analyze ZenniHome's claimed project expenditures and associated supporting documentation;
4. Tested selected samples of project and company related expenditures to assess ZenniHome's ability to provide sufficient supporting documentation and conformity with the applicable Federal Cost Principles.
5. Identified a population of expenses that Capital Edge is conservatively recommending for voluntary removal by ZenniHome.
6. Recalculated ZenniHome's claimed project expenses by introducing a Federally compliant indirect rate structure used for the equitable distribution of organizational costs to ZenniHome's project funded under the IDSA subcontract.

Capital Edge was tasked with reviewing ZenniHome's project expenditures during calendar years 2024 and 2025. Capital Edge elected the use of both statistical and judgmental sampling procedures to evaluate ZenniHome's ability to produce sufficient supporting documentation, cost allowability, and the classification of cost in ZenniHome's accounting system. This combination of sampling techniques was used to develop the most conservative position possible, identifying more costs as "unallowable" in deference to The Navajo Nation's ARPA funding requirements. During this review process, Capital Edge leveraged EZ-Quant, a statistical analysis software used by the Defense Contract Audit Agency ("DCAA"), to perform statistical sampling in support of its audits of government contractors. The use of this software application allowed Capital Edge to analyze large volumes of expense detail to identify "questioned costs" and extrapolate the results of our sample testing across a universe of transactions while maintaining appropriate sample size selection and testing confidence levels. Capital Edge's use of statistical sampling provides the following advantages:

1. Sample selection is objective;
2. Sample results may be projected to the sampling universe (i.e., a group of items such as expenses or accounting transactions from which a sample was selected);
3. Samples may provide coverage without 100% testing of all expenses incurred; and

4. Sampling results provide for a statistical measurement of sampling reliability and/or sampling error.

In accordance with general audit requirements prescribed under DCAA's Contract Audit Manual, all statistical sampling evaluations conducted by Capital Edge utilize a 90 percent confidence level. The confidence level defines the measure of certainty or assurance that a particular parameter (i.e., characteristics that are used to define a given population) lies within a specific range. Confidence levels are expressed as a percentage which indicates how often the true parameter would fall within the confidence interval if the same evaluation was repeated multiple times under the same conditions. Additionally, Capital Edge utilizes an error level of 10 percent which would be considered a high tolerable error level based on DCAA's audit sampling procedures. Higher expected error rates increase the number of samples selected for testing to account for possible errors that may exist in the population of selected samples.

The review of ZenniHome's project expenditures attributable to its contractual objectives with IDSA were assessed for compliance with the following:

1. Uniform Guidance Administrative requirements imposed under 2 C.F.R. 200, Subpart D; and
2. 48 C.F.R. Part 31 Cost Principles under the Federal Acquisition Regulation ("FAR") governing allowability, allocability, and reasonableness applicable to commercial entities, specifically:
 - a. FAR 31.201-6: Accounting for Unallowable Costs
 - b. FAR 31.205: Selected Cost
 - c. FAR 31.201-3: Reasonableness
 - d. FAR 31.201-4: Allocability

Based on the applicable Federal regulations, Capital Edge observed that multiple invoices included costs DCD identified as unallowable were, in fact, both allocable and allowable under 48 C.F.R. Part 31. However, this report also contains conservative recommendations for the voluntary exclusions of claimed project expenditures.

II. EXPERT QUALIFICATIONS

Capital Edge provides our clients with over 600 years of Government contracting and grants expertise. Our background consists of government contracts and grants consulting, public accounting, and industry experience, with a wide range of specialties. Our staff specializes in providing our clients with a wide range of services that include:

1. Forensic Review and Analysis in Support of Litigation;
2. Federal Acquisition Regulation ("FAR"), 2 C.F.R. 200 Uniform Guidance, & Cost Accounting Standards (CAS) Compliance;
3. Indirect Cost Structure Development and Analysis;
4. Cost Accounting Standards Disclosure Statement Development & Revision;
5. Incurred Cost Submissions and Forward Pricing Rate Agreements;

6. Outsourced Compliance Support;
7. Prime Contract, Subcontract, and Grant Management & Administration;
8. DCAA Audit Management and Support;
9. Contractor Business Systems Setup, Review, and Audit Support for:
 - a. Accounting Systems
 - b. Estimating Systems
 - c. Purchasing Systems
 - d. Material Management & Accounting Systems (MMAS)
 - e. Earned Value Management Systems (EVMS)
 - f. U.S. Government Property Systems
10. Cost Proposal and Cost Volume Development;
11. Requests for Equitable Adjustment (REAs);
12. Contract Suspensions, Stop Work Orders, and Terminations; and
13. ERP System process modification and best practices for Deltek, Jamis, SAP, & Oracle accounting systems.

III. REVIEW METHODOLOGY

On May 22, 2025, the Navajo Nation's Division of Community Development ("DCD") presented a memorandum to IDSA with the subject line of "Disallowed Costs and Invoice Deficiencies – Work Order #4". This memorandum, accompanied by a supporting Excel workbook presented the Navajo Nation's review and subsequent questioning of ZenniHome submitted invoices in response to a 456 invoice package that was provided by ZenniHome on April 29, 2025. As part of DCD's review, \$348,579 was questioned due to "Erroneous Invoices" being submitted by ZenniHome. Specifically, DCD indicated that \$348,579 of the invoiced costs were unallowable or unsupported, citing Article 22 of the Master Contract, which requires adequate verification, documentation, and itemization for all required project deliverables.

Snell and Wilmer engaged Capital Edge Consulting, LLC ("Capital Edge") on behalf of ZenniHome at the end of July, 2025, to conduct a forensic-style review of ZenniHome's project expenditures. Initiated under the direction of Snell & Wilmer counsel, the review was designed to assess compliance with applicable Federal regulations, Cost Principles, and ZenniHome's ability to produce adequate supporting documentation. Capital Edge's report and subsequent observations are only related to the aforementioned analysis of ZenniHome's expenditures under WO4 and the proposed scope outlined by the engagement letter between Capital Edge and Snell & Wilmer on behalf of ZenniHome. Capital Edge's forensic review of ZenniHome's project expenditures under WO4 was conducted through the following steps:

Establish the Forensic Review

1. Evaluated the period of performance and funding scope under WO4 of ZenniHome's ARPA funded project;
2. Identified ZenniHome personnel accountable and capable of supporting the review;

3. Utilized EZ-Quant statistical sampling software and applied a 90% confidence level and a 10% acceptable risk level to select samples for each major cost category based on Dollar Unit Sampling Methodology;
4. Provided ZenniHome personnel with various Requests for Information (“RFIs”) to obtain necessary source documentation from applicable ERP systems (e.g., Bill.com, Divvy, Gusto) to extract relevant documentation to support the review;
5. Developed the process methodology for the documentation and data review of ZenniHome’s project expenditures; and
6. Created a centralized repository for documents and data that were reviewed and analyzed.

Documents and Data Elements Reviewed

Capital Edge reviewed documentation associated with ZenniHome’s ARPA funded project, specifically WO4 under the Master Contract between the Navajo Nation, IDSA, and ZenniHome. Our review encompassed contract and award documents, financial and supporting records, and key data elements captured from each type of document. Below is a summary of the critical data elements identified:

1. Contract and Award Documents
 - a. Master Contract – Including Article 22 requirements regarding verification, documentation, and itemization. Master Contract terms and conditions were reviewed to verify subrecipient responsibilities and flow down requirements.
 - b. Subaward agreement between IDSA and ZenniHome.
2. Financial Documents
 - a. Invoices/Receipts associated with materials, supplies, and services:
 - Invoice Number
 - Invoice Date
 - Transaction Total
 - Description of Purchase
 - Vendor
 - Ship-to Address
 - Classification of Costs (Direct vs. Indirect; Allowable vs. Unallowable; Ramp up Costs)
 - b. Payroll/Timesheet Report – Using the “IDSA Cost Report” provided by ZenniHome, a judgmental sample of the timesheet reports were reviewed and classified as either direct or indirect and allowable or unallowable, based on the department in which the particular employee worked and applicability to WO4.
 - c. Travel Expense Records – Travel expenses were identified in Other SG&A. Supporting details were reviewed for allowability, accuracy, and compliance with WO4.
3. Observations: Common observations identified during the analysis included:
 - a. Transaction incurred for the direct benefit of the award objective;
 - b. Transaction date outside of the WO4 performance period;
 - c. Transaction had insufficient support to assess allowability;

- d. Cost appeared organizational in nature rather than project-specific; and
- e. Instances where clarification or additional support was requested from ZenniHome via SharePoint.

These observations were retained as part of Capital Edge's review files to support final determinations and ensure transparency for how each transaction was evaluated.

Analysis Generation and Recording

Throughout Capital Edge's data review and analysis, each of the sampled transactions from ZenniHome's WO4 expenditures were organized and retained through a combination of External SharePoint access and Capital Edge's internal drive as follows:

1. Shared File Access – An external SharePoint folder was established and maintained by Capital Edge, where ZenniHome uploaded invoices or supporting documentation for transactions Capital Edge could not locate independently. Provided files were retrieved and incorporated into the review process.
2. Internal Capital Edge Drive – All substantive review work was performed and maintained in the Capital Edge internal drive, which housed the sample transactions, invoice support files, and associated documentation for each sampled transaction.
3. Excel-Based Review Files (IDSA Cost Report – Transaction Population #1) – For each cost category, Capital Edge created a dedicated Excel workbook for the samples identified using EZ-Quant. Each workbook contained the following analyses and supporting data:
 - a. Sample – The statistical sample generated from EZ-Quant, as well as Capital Edge's detailed analysis and assessment of each sampled transaction.
 - b. Universe – The complete population of costs provided by ZenniHome for the associated cost category.
 - c. Questions – Transactions requiring follow-up discussions with ZenniHome when supporting information was missing or unclear.
 - d. Sample Size Estimate – Documentation of the parameters (90% confidence level and 10% presumed universe error rate), sample size estimation numbers, and results used to establish the statistically valid sample populations.
 - e. Strata Profile – Summary of the upper and lower limit totals, net amounts, and the number of items identified for review within each stratum.
4. Excel-Based Review Files (IDSA Cost Report – Transaction Population #2) – For each cost category in the second population of transactions provided by ZenniHome (transactions taking place between August 13th, 2025 and September 19th, 2025) a sampling approach was not utilized. Capital Edge reviewed the full population of transactions to make allowability determinations, reviewing invoice numbers, dates, totals, vendor information, descriptions, and locations, consistent with the procedures applied during the initial review completed for Transaction Population #1.
5. Transaction Review and Recording – Capital Edge documented the following for each sampled invoice:
 - a. Allowability Assessment (Yes/No);
 - b. Cost Classification (Direct/Indirect);

- c. Verification of invoice number, date, and transaction total against the cost universe;
 - d. Confirmation of what was purchased and whether it was supported by documentation;
 - e. Notes on any questions or issues that prevented a final assessment;
 - f. Overall assessment.
6. Testing for Accuracy and Compliance – Each sampled transaction was tested to see that dates and purchase totals matched the cost universe, items purchased were allocable to WO4, and services, usage, and shipping locations (when applicable) aligned with project objectives.
 7. Resolution of Missing Information – When documentation was incomplete or unclear, Capital Edge corresponded with ZenniHome for clarification and additional support.
 8. Audit Trail and Filing – Each sampled transaction was assigned a unique identifier that linked it directly to its corresponding line in the cost universe. All supporting documentation (invoices, receipts, POs, and timesheet records) was named according to this identifier and organized into individual folders. This structure ensured a clear and complete audit trail from the original cost universe through the EZ-Quant sample and ultimately to Capital Edge’s review assessment.

All documents and data were reviewed and recorded in compliance with Article 22 of the Master Contract and the Federal Cost Principles outlined in 48 C.F.R. Part 31.

IV. ANALYSIS – TRANSACTION POPULATION #1

As part of Capital Edge’s review of expenses under WO4, Capital Edge relied on EZ-Quant statistical sampling software to generate representative samples from each cost category universe provided by ZenniHome. Each sampled transaction was reviewed against supporting documentation, with Capital Edge verifying invoice numbers, dates, totals, vendor information, descriptions, and ship-to addresses. Transactions were then classified into one of six categories: 1) Allowable/Direct; 2) Unallowable/Direct; 3) Allowable/Indirect; 4) Unallowable/Indirect; 5) Cannot Determine; 6) Not Evaluated – Credit. For transactions to be given an “allowable” designation, supporting documentation had to meet the general standards for record generation and retention expected under programs governed by 2 C.F.R. 200, Subpart D and align with WO4 requirements as well as the applicable cost principles in 48 C.F.R. Part 31. Any deviation from these requirements – such as insufficient documentation, costs incurred outside the WO4 performance period, or costs related to unallowable activities – resulted in classification as unallowable or unable to be determined.

EZ-Quant further stratified the sample into high-dollar and low-dollar groupings. Capital Edge identified the lowest transaction amount within the high-dollar stratum and applied this threshold across the entire cost category universe, classifying transactions above the threshold as high-dollar and those below it as low-dollar (Stratum “1”, consistent with EZ-Quant’s designation). After determining unallowable costs in the sample, the high-dollar line items identified by EZ-Quant were removed for extrapolation purposes. For the low-dollar transactions, Capital Edge calculated

an unallowable rate by dividing the total dollar value of unallowable transactions within the low-dollar sample by the overall low-dollar sample total. Each unallowable rate per cost category was then applied to the overall low-dollar universe per cost category to establish an extrapolated dollar amount of expected unallowable costs (“extrapolated allowability”). Following that calculation, high-dollar unallowable costs were subsequently reintegrated to calculate the complete unallowable total for each cost category. This methodology allowed Capital Edge to estimate unallowable costs across the full transaction universe by applying the sample-based unallowable rate to the stratified universe total.

Universe Category	Total Sample Count	Total Univ Count	Total Sample \$ Amount	Total Univ \$ Amount	Total Adjustments	Low \$ Rate of Adjustment	Allowable Amount Left over
Fixed Assets	11	21	\$ 630,002	\$ 713,171	\$ -	0%	\$ 713,171
Manufacturing	72	944	1,143,828	2,286,459	8,779	0.53%	2,277,680
Materials	70	1820	2,431,649	5,570,659	270,722	6.62%	5,299,937
Other Exp	22	207	3,064,873	3,862,648	3,769,419	93.01%	93,229
Other SG&A	64	1897	193,364	628,683	271,090	46.59%	357,593
Accounting	18	38	237,787	249,816	126,653	34.87%	123,163
Consulting	19	149	1,242,527	1,569,396	325,409	10.08%	1,243,987
Legal	15	41	174,594	217,016	116,863	18.32%	100,153
Marketing and Adv	7	13	174,500	264,500	231,153	87.39%	33,347
Recruiting and Hiring	17	50	35,842	43,024	-	0%	43,024
Salaries & Contractors	55	1317	3,512,031	7,104,568	-	0%	7,104,568
Snowflake	11	41	2,573,873	2,610,621	152	0.28%	2,610,469
Total	381	6538	\$ 15,414,869	\$ 25,120,561	\$ 5,120,240	N/A	\$ 20,000,321

Fixed Assets

The universe of fixed assets expenditures provided by ZenniHome consisted of 21 transactions, totaling \$713,170.72. EZ-Quant stratified this population into:

- High-Dollar Stratum – 6 items totaling \$564,816.30 (79.20% of universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 15 items totaling \$148,354.42, from which EZ-Quant selected 5 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$34,481.30, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (Stratum 1). The total dollar value of low-dollar transactions in the sample was \$65,186.02. Within this group, unallowable transactions totaled \$0.00. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 0.00% (\$0 / \$65,186.02).

This rate was then applied to the low-dollar universe for the fixed assets category, which totaled \$148,354.42. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$0.00 (\$148,354.42 x 0.00%).

Accordingly, based on Capital Edge's testing and extrapolation, \$0.00 in fixed asset costs are expected to be unallowable in nature. These results indicate a strong level of compliance within the fixed assets cost category, with 100% of the sample meeting allowability and allocability requirements under WO4. In the Fixed Assets cost category, \$713,170.72 is considered allocable to ZenniHome under WO4 of the IDSA and Navajo Nation contract.

To maintain compliance within the fixed assets cost category, ZenniHome must fulfill the continued responsibilities and disposition requirements related to fixed assets as detailed in 2 C.F.R. 200.313.

Manufacturing Expenses

The universe of manufacturing expenses provided by ZenniHome consisted of 944 transactions, totaling \$2,286,459.24. EZ-Quant stratified this population into:

- High-Dollar Stratum – 22 items totaling \$644,412.38 (28.18% of the manufacturing universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 922 items totaling \$1,642,046.86, from which EZ-Quant selected 50 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$22,368.00, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (Stratum 1). The total dollar value of low-dollar transactions in the sample was \$499,415.32. Within this group, unallowable transactions totaled \$22,725.00. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 4.55% ($\$22,725.00 / \$499,415.32$).

This rate was then applied to the low-dollar universe for the manufacturing category, which totaled \$1,642,046.86. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$74,718.40 ($\$1,642,046.86 \times 4.55\%$).

Accordingly, based on Capital Edge's testing and extrapolation, approximately \$74,718.40 in manufacturing costs are expected to be unallowable in nature, leaving \$2,211,740.84 to be considered allocable to ZenniHome under the WO4 contract with IDSA and Navajo Nation.

Materials

The universe of material provided by ZenniHome consisted of 1,820 transactions, totaling \$5,570,659.21. EZ-Quant stratified this population into:

- High-Dollar Stratum – 15 items totaling \$1,483,716.16 (26.64% of the universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 1,805 items totaling \$4,086,943.05, from which EZ-Quant selected 55 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$49,000.00, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (Stratum 1). The total dollar value of low-dollar transactions in the sample was \$947,932.56. Within this group, unallowable transactions totaled \$150,273.51. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 15.85% ($\$150,273.51 / \$947,932.56$).

This rate was then applied to the low-dollar universe for the materials category, which totaled \$4,086,943.05. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$647,893.43 ($\$4,086,943.05 \times 15.85\%$).

Accordingly, based on Capital Edge's testing and extrapolation, approximately \$647,893.43 in material costs are expected to be unallowable in nature, leaving \$4,922,765.78 allocable to ZenniHome under WO4 of the contract under IDSA and Navajo Nation.

Other Expenses

The universe of other expenses provided by ZenniHome consisted of 207 transactions, totaling \$3,862,647.55. EZ-Quant stratified this population into:

- High-Dollar Stratum – 9 items totaling \$2,529,398.66 (65.48% of universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 198 items totaling \$1,333,248.89, from which EZ-Quant selected 13 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$100,000.00, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (Stratum 1). The total dollar value of low-dollar transactions in the sample was \$535,473.92. Within this group, unallowable transactions totaled \$498,030.46. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 93.01% ($\$498,030.46 / \$535,473.92$).

This rate was then applied to the low-dollar universe for the other expenses category, which totaled \$1,333,248.89. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$1,240,020.35 ($\$1,333,248.89 \times 93.01\%$).

In addition to this extrapolated amount, Capital Edge's review of high-dollar stratum identified \$2,529,398.66 in unallowable transactions directly, which were excluded from the extrapolation process and recognized as unallowable upfront due to their magnitude and clear noncompliance with WO4 requirements and Federal Cost Principles.

Accordingly, when combining both the extrapolated low-dollar amount (\$1,240,020.35) and the directly identified high-dollar unallowable costs (\$2,529,398.66), Capital Edge's analysis indicates that approximately \$3,769,419.01 in consulting costs are expected to be unallowable in nature, leaving \$93,228.54 as allocable to ZenniHome under WO4 of the IDSA and Navajo Nation contract.

Other SG&A

The universe of other SG&A provided by ZenniHome consisted of 1,897 transactions, totaling \$628,682.85. EZ-Quant stratified this population into:

- High-Dollar Stratum – 12 items totaling \$134,408.62 (21.38% of the other SG&A universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 1,885 items totaling \$494,274.23, from which EZ-Quant selected 52 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$5,270.53, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (stratum 1). The total dollar value of low-dollar transactions in the sample was \$58,955.21. Within this group, unallowable transactions totaled \$27,469.42. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 46.59% ($\$27,469.42 / \$58,955.21$).

This rate was then applied to the low-dollar universe for the other SG&A category, which totaled \$494,274.23. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$230,300.70 ($\$494,274.23 \times 46.59\%$).

In addition to this extrapolated amount, Capital Edge's review of high-dollar stratum identified \$40,789.16 in unallowable transactions directly, which were excluded from the extrapolation process and recognized as unallowable upfront due to their magnitude and clear noncompliance with WO4 requirements and federal cost principles.

Accordingly, when combining both the extrapolated low-dollar amount (\$230,300.70) and the directly identified high-dollar unallowable cost (\$40,789.16), Capital Edge's analysis indicates that approximately \$271,089.86 in other SG&A costs are expected to be unallowable in nature, leaving \$357,592.99 allocable to ZenniHome under WO4 of the IDSA and Navajo Nation contract.

Professional Services

1. Accounting

The universe of accounting provided by ZenniHome consisted of 38 transactions, totaling \$249,816. EZ-Quant stratified this population into:

- High-Dollar Stratum – 14 items totaling \$213,681.50 (85.54% of universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 24 items totaling \$36,134.50, from which EZ-Quant selected 4 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$10,219.75, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (Stratum 1). The total dollar value of low-dollar transactions in the sample was \$24,105.00. Within this group, unallowable transactions totaled \$8,405.00. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 34.87% ($\$8,405.00 / \$24,105.00$).

This rate was then applied to the low-dollar universe for the accounting category, which totaled \$25,914.75. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$9,036.03 ($\$25,914.75 \times 34.87\%$).

In addition to this extrapolated amount, Capital Edge's review of high-dollar stratum identified \$126,271.25 in unallowable transactions directly, which were excluded from the extrapolation process and recognized as unallowable upfront due to their magnitude and clear noncompliance with WO4 requirements and Federal Cost Principles.

Accordingly, when combining both the extrapolated low-dollar amount (\$9,036.03) and the directly identified high-dollar unallowable costs (\$126,271.25), Capital Edge's analysis indicates that approximately \$135,307.28 of accounting costs are expected to be unallowable in nature, leaving \$114,508.72 in allocable costs to ZenniHome under WO4 of the IDSA and Navajo Nation contract.

2. Consulting

The universe of consulting provided by ZenniHome consisted of 149 transactions, totaling \$1,569,395.93. EZ-Quant stratified this population into:

- High-Dollar Stratum – 5 items totaling \$1,069,223.09 (68.13% of the consulting universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 144 items totaling \$500,172.84, from which EZ-Quant selected 14 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$37,000.00, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (Stratum 1).

The total dollar value of low-dollar transactions in the sample was \$173,304.24. Within this group, unallowable transactions totaled \$17,466.25. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 10.08% ($\$17,466.2 / \$173,304.24$).

This rate was then applied to the low-dollar universe for the consulting category, which totaled \$500,172.84. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$50,409.29 ($\$500,172.84 \times 10.08\%$).

In addition to this extrapolated amount, Capital Edge's review of high-dollar stratum identified \$275,000 in unallowable transactions directly, which were excluded from the extrapolation process and recognized as unallowable upfront due to their magnitude and clear noncompliance with WO4 requirements and Federal Cost Principles.

Accordingly, when combining both the extrapolated low-dollar amount (\$50,409.29) and the directly identified high-dollar unallowables (\$275,000), Capital Edge's analysis indicates that approximately \$325,409.29 of consulting costs are expected to be unallowable in nature, leaving \$1,243,987.64 as allocable to ZenniHome under WO4 of the IDSA and Navajo Nation project.

3. Legal

The universe of legal expenses provided by ZenniHome consisted of 41 transactions, totaling \$217,016.45. EZ-Quant stratified this population into:

- High-Dollar Stratum – 6 items totaling \$124,981.65 (57.59% of the legal universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 35 items totaling \$92,034.80, from which EZ-Quant selected 9 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$18,722.25, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (Stratum 1). The total dollar value of low-dollar transactions in the sample was \$49,612.45. Within this group, unallowable transactions totaled \$5,340.35. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 10.76% ($\$5,340.35 / \$49,612.45$).

This rate was then applied to the low-dollar universe for the legal category, which totaled \$42,034.80. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$4,524.68 ($\$42,034.80 \times 10.76\%$).

In addition to this extrapolated amount, Capital Edge's review of high-dollar stratum identified \$125,000 in unallowable transactions directly, which were excluded from the extrapolation process and recognized as unallowable upfront due to their magnitude and clear noncompliance with WO4 requirements and Federal Cost Principles.

Accordingly, when combining both the extrapolated low-dollar amount (\$4,524.68) and the directly identified high-dollar unallowable costs due to lack of support (\$75,000.00), Capital Edge's analysis indicates that approximately \$134,906.75 in legal costs are expected to be unallowable in nature, leaving \$82,109.70 allocable to ZenniHome under WO4 of the IDSA and Navajo Nation contract.

4. Marketing & Advertising

As part of Capital Edge's review of marketing and advertising expenses under WO4, Capital Edge selected a judgmental sample rather than using statistical sampling software. This approach was taken because the overall population was small, consisting of only 13 transactions totaling \$264,500.00, and because such expenses are generally high risk under Federal Cost Principles.

The sample reviewed by Capital Edge totaled \$174,500.00. Within this sample, \$152,500.00 was categorized as unallowable, resulting in an unallowable rate of 87.39% ($\$152,500.00 / \$174,500.00$).

This rate was then applied to the full marketing & advertising universe of \$264,500.00. Multiplying the universe total by the calculated rate produced an extrapolated unallowable cost of \$231,153.30 ($\$264,500.00 \times 87.39\%$).

Accordingly, Capital Edge's analysis indicates that approximately \$231,153.30 in Marketing & Advertising costs are expected to be unallowable in nature, representing a substantial portion of this cost category. The amount left to be considered allocable to ZenniHome under WO4 of the IDSA and Navajo Nation contract is \$33,346.70.

5. Recruiting & Hiring

The universe of recruiting & hiring expenses provided by ZenniHome consisted of 50 transactions, totaling \$43,023.87. EZ-Quant stratified this population into:

- High-Dollar Stratum – 7 items totaling \$30,105.00 (69.97% of universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 43 items totaling \$12,918.87, from which EZ-Quant selected 10 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$2,531.25, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (Stratum 1). The total dollar value of low-dollar transactions in the sample was \$5,737.26. Within this group, unallowable transactions totaled \$0.00. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 0.00% ($\$0 / \$5,737.26$).

This rate was then applied to the low-dollar universe for the recruiting & hiring category, which totaled \$12,918.87. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$0.00 ($\$12,918.87 \times 0.00\%$).

Accordingly, based on Capital Edge's testing and extrapolation, approximately \$0.00 in recruiting & hiring costs are expected to be unallowable in nature. These results indicate a strong level of compliance within the recruiting & hiring cost category, with 100% of the sample meeting allowability and allocability requirements under WO4.

Salary, Labor, Contractors

The universe of salary, labor, and contractor expenses provided by ZenniHome consisted of 1,317 transactions, totaling \$7,104,568.23. EZ-Quant stratified this population into:

- High-Dollar Stratum – 19 items totaling \$2,845,335.17 (40.05% of universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 1,298 items totaling \$4,259,233.06, from which EZ-Quant selected 36 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$88,759.86, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (Stratum 1). The total dollar value of low-dollar transactions in the sample was \$666,695.50. Within this group,

unallowable transactions totaled \$0.00. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 0.00% ($\$0 / \$666,695.50$).

This rate was then applied to the low-dollar universe for the Salary, Labor, and Contractor category, which totaled \$4,259,233.06. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$0.00 ($\$4,259,233.06 \times 0.00\%$).

Accordingly, based on Capital Edge's testing and extrapolation, \$0.00 in salary, labor, and contractor costs are expected to be unallowable in nature. These results indicate a strong level of compliance within the salary, labor, and contractor cost category, with 100% of the sample meeting allowability and allocability requirements under WO4.

Snowflake Facility

The universe of Snowflake Facility expenses provided by ZenniHome consisted of 41 transactions, totaling \$2,610,621.09. EZ-Quant stratified this population into:

- High-Dollar Stratum – 9 items totaling \$2,555,822.97 (97.90% of the universe by dollar value), all of which were automatically included in the sample due to their materiality.
- Remaining Stratum – 32 items totaling \$54,798.12, from which EZ-Quant selected 2 items on a random basis.

The lowest high-dollar transaction identified in the EZ-Quant sample was \$83,060.00, establishing the threshold between high-dollar and low-dollar transactions. Consistent with the methodology described above, all transactions below this threshold were classified as low-dollar (Stratum 1). The total dollar value of low-dollar transactions in the sample was \$18,050.00. Within this group, unallowable transactions totaled \$50.00. To establish the low-dollar unallowable rate, Capital Edge divided the unallowable total by the low-dollar sample total. This resulted in a low-dollar unallowable rate of 0.28% ($\$50.00 / \$18,050.00$).

This rate was then applied to the low-dollar universe for the Snowflake Facility category, which totaled \$54,798.12. Multiplying the universe total by the unallowable rate resulted in an extrapolated unallowable amount of \$151.80 ($\$54,798.12 \times 0.28\%$).

Accordingly, based on Capital Edge's testing and extrapolation, approximately \$151.80 in Snowflake Facility costs are expected to be unallowable in nature, leaving \$2,610,469.29 allocable to ZenniHome under WO4 of the IDSA and Navajo Nation contract.

Ramp-Up Costs

During Capital Edge's review, certain transactions were identified that occurred prior to December 18, 2024, the official start date of WO4. These costs, referred to as ramp-up costs, were incurred so that construction materials, tools, and related resources were available at the site when work

commenced. Capital Edge noted that these expenditures were reasonable, allocable, and necessary to the performance of WO4, as they supported the timely initiation of construction activities.

The extrapolated impact of ramp-up costs identified during this review is approximately \$439,543. Although these costs directly supported WO4 performance, they were incurred prior to the formal award period and, for that reason, are classified as unallowable for this analysis under the required treatment of “pre-award costs” as required in the terms and conditions of the Master Contract. The designation is based solely on the timing of the expenditures, not on their nature, necessity, or reasonableness.

Capital Edge highlights that ramp-up costs represent expenses directly tied to the WO4 performance and may be subject to further consideration by the contracting entity should pre-award allowability be granted.

V. ANALYSIS – TRANSACTION POPULATION #2

Capital Edge completed an initial draft of the analysis on 9/15/2025 based on our review of Transaction Population #1. After delivery, ZenniHome provided an additional \$689,269 in transactions incurred between August 13th, 2025 and September 19th, 2025. In order to maintain the integrity of our original sample population and statistical sampling methodology, the additional transaction population referred to as Transaction Population #2 was treated as an extension to our previous analysis. Further, unlike the initial review conducted for Transaction Population #1, the additional transactions provided as Transaction Population #2 were not evaluated through statistical sampling procedures. Instead, Capital Edge evaluated the full population of transactions individually on a transaction-by-transaction basis. Meaning, no stratification into high-dollar or low-dollar groupings was performed and all transactions were evaluated in full and classified accordingly, without the need for extrapolation.

Transactions were then classified into the same categories used previously: 1) Allowable/Direct; 2) Unallowable/Direct; 3) Allowable/Indirect; 4) Unallowable/Indirect. For a transaction to be designated “allowable”, the supporting documentation was required to meet the general standards for record generation and retention under 2 C.F.R. 200, Subpart D, align with WO4 requirements, and conform to the Cost Principles in 48 C.F.R. Part 31. Any deviations such as incomplete documentation, or transactions that did not conform with the Federal Cost Principles, were classified as unallowable.

As illustrated in the table below, Capital Edge’s review of the \$689,269 of additional transactions provided as Population #2 resulted in \$116,227 in conservative adjustments for allowability. The remaining \$573,042 were considered allowable and allocable to WO4.

Expense Category	Transaction Total		UA Due to Inadequate Support	UA Due to FAR Part 31 Cost Allowability	Allowable Amount Left Over
	Transaction Count	Amount			
Manufacturing	55	\$ 101,951	\$ 7,211	\$ -	\$ 94,739
Materials	33	(44,314)	1,532	189	(46,035)
Other Exp	10	30,211	15,796	-	14,415
Other SG&A	127	109,936	18,757	17,173	74,006
Professional Services	23	124,715	529	55,040	69,146
Salaries & Contractors	252	365,647	-	-	365,647
Snowflake	2	1,123	-	-	1,123
Total	502	\$ 689,269	\$ 43,825	\$ 72,402	\$ 573,042

VI. ANALYSIS – TRANSACTION POPULATION #3

In addition to the expansion of this review summarized under section “V. Analysis - Transaction Population #2”, on October 1, 2025, Zennihome provided a third population of transactions consisting of \$472,232 incurred between September 18th, 2025 and September 30th, 2025. Referred to as Transaction Population #3, this third population of transactions, was evaluated in the same manner as Transaction Population #2. Meaning, that Transaction Population #3 was treated as an extension to our previous analysis completed for Transaction Population #1 and was reviewed on a transaction-by-transaction basis. Meaning, no stratification into high-dollar or low-dollar groupings was performed and all transactions were evaluated in full and classified accordingly, without the need for extrapolation.

Transactions were then classified into the same categories used previously: 1) Allowable/Direct; 2) Unallowable/Direct; 3) Allowable/Indirect; 4) Unallowable/Indirect. For a transaction to be designated “allowable”, the supporting documentation was required to meet the general standards for record generation and retention under 2 C.F.R. 200, Subpart D, align with WO4 requirements, and conform to the Cost Principles in 48 C.F.R. Part 31. Any deviations such as incomplete documentation, or transactions that did not conform with the Federal Cost Principles, were classified as unallowable.

As illustrated in the table below, Capital Edge’s review of the \$472,323 of additional transactions provided as part of Population #3 resulted in \$321,084 in conservative adjustments for allowability. The remaining portion of \$151,149 were considered allowable and allocable to WO4.

Expense Category	Transaction Count	Transaction Total Amount	UA - Inadequate Support	UA - 48 CFR Part 31 Cost Allowability	Duplicative Cost	Allowable Amount Left Over
Manufacturing	12	\$ 26,354	\$ 5,837	\$ -	\$ -	\$ 20,517
Materials	0	\$ -	\$ -	\$ -	\$ 8,631	\$ (8,631)
Other Exp	8	\$ 237,194	\$ 2,437	\$ 230,177	\$ -	\$ 4,580
Other SG&A	99	\$ 28,970	\$ 15,692	\$ 1,042	\$ 306	\$ 11,930
Professional Services	10	\$ 115,828	\$ -	\$ 56,962	\$ -	\$ 58,866
Salaries & Contractors	91	\$ 63,887	\$ -	\$ -	\$ -	\$ 63,887
Snowflake	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total	220	\$ 472,232	\$ 23,967	\$ 288,181	\$ 8,937	\$ 151,149

In addition to the expenses illustrated in the table above, ZenniHome, has included \$127,774 of “projected” expenses related to labor, employee fringe benefits, and contractor services for consideration as part of the assessment of Transaction Population #3. These projected

expenses are expected to be paid in the next two payroll cycles occurring on October 3, 2025 and October 17, 2025.

VII. INDIRECT RATE CALCULATION AND APPLICATION

As referenced above, on May 22nd, 2025 the Navajo Nation presented a memorandum to IDSA with the subject line of “Disallowed Costs and Invoice Deficiencies – Work Order #4”. This memorandum, accompanied by a supporting Excel workbook presented the Navajo Nation’s review and subsequent questioning of claimed project costs incurred by ZenniHome. As part of the Navajo Nation’s review, \$348,579 was questioned due to “Erroneous Invoices” being submitted by ZenniHome. Specifically, multiple invoices were identified as “organizational costs” which the Navajo Nation has stated is the responsibility of ZenniHome and not of the project funded under Work Order #4.

However, in accordance with Uniform Guidance (i.e., 2 C.F.R. 200) and the applicable Federal regulatory standards that govern the allowability, allocability, and reasonableness of indirect costs (i.e., 48 C.F.R. Part 31 Cost Principles for commercial entities) ZenniHome is permitted to charge an equitable portion of its indirect expenses (e.g., administrative expenses, facility costs, manufacturing overhead expenses, etc.) to those activities that are receiving a benefit from ZenniHome’s support services. Furthermore, the Master Contract, under Award Terms and Conditions, Term #6, states “Recipient may use funds provided under this award to cover both direct and indirect costs”.

Uniform Guidance defines “Direct Costs” as those costs that can be identified specifically with a particular final cost objective such as a contract or Federal award. Since ZenniHome’s operations perform for the sole support of its contract with IDSA, any reasonable and allowable expense incurred by ZenniHome could be considered a direct expense and charged as such. Alternatively, organizational cost may also be allocated in part through a contractor’s elected indirect rate structure provided that the elected structure complies with the Cost Principles incorporated under 48 C.F.R., Part 31 and results in an equitable distribution of indirect costs to benefiting final cost objectives. Based on the preliminary indirect rate model conservatively developed for the purposes of this assessment, ZenniHome has incurred approximately \$4,221,863 in allowable indirect expenses allocable to its contract with IDSA, equating to a total baseline of \$20,738,787 in supported project expenses. The indirect rate computation referenced above is included as **Attachment A** to this report.

In either scenario (i.e., direct charging vs. indirect cost allocation), ZenniHome is entitled to recover a portion of reasonable indirect cost as these expenses are necessary for daily operation in support of ZenniHome’s performance under its contractual obligations and provide a clear benefit to project objectives funded under WO4. The difference in supported project expenses between the two scenarios summarized under this part is considered immaterial.

VIII. CONCLUSION

Based on our analysis, it is the opinion of Capital Edge that ZenniHome has produced sufficient documentation to support the verification of costs incurred, purpose for the claimed expenses, and the assessment of cost allowability in accordance with the terms and conditions of the Master Contract and the applicable Federal Cost Principles. As a result of our review and the conservative judgement for cost allowability exercised at this time, Capital Edge has estimated the total project expenses allocable to WO4 to be approximately \$20,738,787. Additionally, ZenniHome has incurred significant pre-award costs to perform WO4, such as design and construction preparation costs. The exclusion of pre-award costs during the testing of selected samples resulted in an extrapolated impact of \$439,543 within the analysis summarized above. The remaining \$5,222,570 contributing to the total adjustment amount of \$5,662,113 are a result of questions related to allowability and insufficiently documented expenditures. For the purposes of this analysis, Capital Edge has excluded the total \$5,662,113 in expenses that present higher levels of risk related to cost allowability and those expenses incurred prior to the execution of WO4 (aka. pre-award costs); however, should additional facts come to light, these costs also may be allowable. Further consideration regarding the treatment of the excluded expenses referenced above may be reassessed, should additional supporting documentation be available for review.

During our review, Capital Edge utilized every reasonable precaution to ensure that our analysis was as accurate as possible. If you have any questions, please call me at 202.413.3484 or email me at soconnor@capitaledgeconsulting.com.

Sincerely,

Capital Edge Consulting, LLC

Sean R. O'Connor
Managing Partner

Attachment A: Indirect Rate Computation

ATTACHMENT A – INDIRECT RATE COMPUTATION

ZENNIHOME, LLC
SUMMARY OF CLAIMED RATES
FOR THE YEAR ENDING 12/31/2025

<u>COST ELEMENT</u>	<u>CLAIMED</u>	<u>SCHEDULE</u>
<u>FRINGE</u>		
Pool	\$ 1,217,073	FRINGE
Base	\$ 6,643,159	FRINGE
Fringe Rate	<u>18.32%</u>	
<u>GENERAL & ADMINISTRATIVE (G&A)</u>		
Pool	\$ 4,350,628	G&A
Base	\$17,020,685	G&A
G&A Rate	<u>25.56%</u>	

ZENNIHOME, LLC
GENERAL & ADMINISTRATIVE (G&A) RATE
FOR THE YEAR ENDING 12/31/2025

Account Number and Description	Total per G/L	Unallowable	G&A	Notes
23721 Other Current Liabilities:Employer Liabilities:Health Benefit Liabilities	\$ 212,449	\$ (681)	\$ 211,768	1
10000 Bank Accounts:10100 ZenniHome Chase Checking (9740)	760,697	(759,536)	1,161	1
10100 Bank Accounts:ZenniHome Chase Checking (9740)	852,018	(792,454)	59,563	1
11000 Accounts Receivable (A/R):11100 Accounts Receivable:11110 Factored AR	312,500	(310,599)	1,901	1
12000 Other Current Assets:12455 Due from Related Party	500,000	(500,000)	-	1
12500 Prepaid Expenses:12560 Prepaid Software Subscription	13,639	(12,685)	954	1
12560 Prepaid Expenses:Prepaid Software Subscription	214,731	(214,731)	-	1
13142 Inventory Asset:Work-in-Progress:Direct Labor - WIP	13,175	-	13,175	1
13143 Inventory Asset:Work-in-Progress:Manufacturing Overhead - WIP	669,190	(607)	668,583	1
20100 Accounts Payable	83,193	(77,376)	5,817	1
22000 Short-term Loans:22090 IPFS Loan	27,823	(25,877)	1,946	1
23000 Other Current Liabilities:23700 Employer Liabilities:23720 Employer Benefit Liabilities	138,800	(129,094)	9,706	1
25000 Long Term Liabilities:25300 Long-Term Notes Payable:25300.02 Loan from Kenneth Smith	24,000	(22,322)	1,678	1
25000 Long Term Liabilities:25300 Long-Term Notes Payable:25300.04 Pasadena Loan	795,208	(792,047)	3,161	1
30000 Equity:30300 Additional Paid-In Capital:30330 Series A - Reg D OZF	250,000	(250,000)	-	1
60100 Payroll Expenses:60105 Salaries & Wages	47	(44)	3	1
60100 Payroll Expenses:60115 Employee Health Benefits Expenses	1,385	(1,288)	97	1
60100 Payroll Expenses:60130 Contractor's Expense	29,972	(27,876)	2,096	1
60105 Payroll Expenses:Salaries & Wages	1,089,837	-	1,089,837	1
60130 Payroll Expenses:Contractor's Expense	29,972	-	29,972	1
60199 Payroll Expenses:Other Payroll Expenses/Benefits	4,001	-	4,001	1
60200 Office & General Administrative Expenses	6	(3)	3	1
60200 Office & General Administrative Expenses:60205 Bank Fees & Finance Charges	7,985	(7,942)	42	1
60200 Office & General Administrative Expenses:60210 Car & Truck	9,861	(2,034)	7,827	1
60200 Office & General Administrative Expenses:60225 Dues and Subscriptions	2,107	(1,080)	1,027	1
60200 Office & General Administrative Expenses:60230 Insurance Expense	57	(57)	-	1
60200 Office & General Administrative Expenses:60235 Licensing & Permits	50	(50)	-	1
60200 Office & General Administrative Expenses:60240 Meals - 50% Deductible	74	(53)	20	1
60200 Office & General Administrative Expenses:60245 Office Expenses	22	(22)	-	1
60200 Office & General Administrative Expenses:60260 Repair & Maintenance	25	(25)	-	1
60200 Office & General Administrative Expenses:60275 Telephone	20	-	20	1
60200 Office & General Administrative Expenses:60280 Utilities	745	(745)	-	1
60200 Office & General Administrative Expenses:60285 Travel:60285.1 Transportation	4,782	(4,782)	-	1
60200 Office & General Administrative Expenses:60285 Travel:60285.3 Gas & Mileage Expense	256	-	256	1
60200 Office & General Administrative Expenses:60285 Travel:60285.4 Meals - 100% Deductible	70	-	70	1
60200 Office & General Administrative Expenses:60285 Travel:60285.9 Other Travel Expenses	36	-	36	1
60205 Office & General Administrative Expenses:Bank Fees & Finance Charges	23,201	(19,780)	3,421	1
60210 Office & General Administrative Expenses:Car & Truck	17,169	(7,457)	9,711	1
60215 Office & General Administrative Expenses:Charitable Contributions	3,113	(1,451)	1,663	1
60220 Office & General Administrative Expenses:Delivery, Freight, & Shipping	4,246	(1,978)	2,268	1
60225 Office & General Administrative Expenses:Dues and Subscriptions	78,600	(37,317)	41,282	1
60230 Office & General Administrative Expenses:Insurance Expense	98,327	(1,519)	96,808	1
60235 Office & General Administrative Expenses:Licensing & Permits	3,566	(1,662)	1,904	1
60240 Office & General Administrative Expenses:Meals - 50% Deductible	21,746	(11,187)	10,559	1
60245 Office & General Administrative Expenses:Office Expenses	29,221	(10,918)	18,303	1
60250 Office & General Administrative Expenses:Office Supplies	47,532	(22,120)	25,412	1
60253 Office & General Administrative Expenses:Technology Expense	(749)	349	(400)	1
60255 Office & General Administrative Expenses:Rent & Lease	24,049	(11,040)	13,009	1
60265 Office & General Administrative Expenses:Shopify Fees	689	(321)	368	1
60270 Office & General Administrative Expenses:Taxes & Licenses	31,866	(30,701)	1,164	1
60275 Office & General Administrative Expenses:Telephone	887	(394)	492	1
60280 Office & General Administrative Expenses:Utilities	3,167	(1,765)	1,402	1
60285 Office & General Administrative Expenses:Travel	143	(67)	76	1
60285.1 Office & General Administrative Expenses:Travel:Transportation	75,661	(41,367)	34,294	1
60285.2 Office & General Administrative Expenses:Travel:Lodging	42,484	(19,121)	23,363	1
60285.3 Office & General Administrative Expenses:Travel:Gas & Mileage Expense	14,953	(6,967)	7,986	1
60285.4 Office & General Administrative Expenses:Travel:Meals - 100% Deductible	2,979	(1,375)	1,605	1
60285.5 Office & General Administrative Expenses:Travel:Parking & Tolls	312	(145)	167	1
60285.9 Office & General Administrative Expenses:Travel:Other Travel Expenses	14,902	(10,233)	4,669	1
60290 Office & General Administrative Expenses:Training and Development	1,674	(780)	894	1
60299 Office & General Administrative Expenses:Other G&A Expenses	1,284	(598)	686	1
60300 Advertising & Marketing Expenses:60320 Marketing Expenses	3,519	(3,272)	246	1
60300 Advertising & Marketing Expenses:60330 Promotional Expenses	137	(128)	10	1
60300 Advertising & Marketing Expenses:60340 Digital Advertising	383	(356)	27	1
60300 Advertising & Marketing Expenses:60390 Other Advertising and Marketing Expenses	2,951	(2,745)	206	1
60400 Manufacturing & Facilities Expenses:60405 Equipment Expense:60405.3 Tools & Supplies	194	(194)	-	1
60500 Professional Services:60520 Consulting	74,866	(16,000)	58,866	1
60500 Professional Services:60525 Legal Fees	40,962	(40,962)	-	1
60505 Professional Services:Accounting	258,686	(140,297)	118,389	1
60515 Professional Services:Advertising	252,500	(242,414)	10,086	1
60520 Professional Services:Consulting	1,030,978	(304,908)	726,070	1
60525 Professional Services:Legal Fees	239,787	(103,432)	136,356	1
60530 Professional Services:Recruiting/Hiring	49,768	-	49,768	1
Admin	141,346	-	141,346	1
Finance	52,788	-	52,788	1
Marketing	31,231	-	31,231	1
Operations	202,885	-	202,885	1
Sales	5,769	-	5,769	1
Totals	\$ 8,978,505	\$ (5,028,634)	\$ 3,949,871	
Add: Fringe Allocation		\$ (212)	\$ 400,757	
Total G&A Expenses		\$ (5,028,846)	\$ 4,350,628	
Labor			\$ 4,455,701	
Equipment			648,525	
Subcontractors			4,135,785	
ODCs			6,964,358	
Fringe on Direct Labor			816,315	
Total G&A Base (Total Cost Input Basis)			\$ 17,020,685	
	G&A Rate		25.56%	

Notes

1. Adjustments for Voluntary Reductions and Unallowable Expenses per 48 CFR Part 31 Cost Principles

ZENNIHOME, LLC
FRINGE BENEFITS RATE
FOR THE YEAR ENDING 12/31/2025

Account Number and Description	Total per G/L	Unallowable	Total	%	Expense Allocation		Notes
					Direct Fringe	G&A Fringe	
13142 Inventory Asset:Work-in-Progress:Direct Labor - WIP	\$ 303,973	\$ -	\$ 303,973		\$203,881	\$100,092	
13143 Inventory Asset:Work-in-Progress:Manufacturing Overhead - WIP	111,325	(440)	110,885		74,668	36,512	
13144 Inventory Asset:Work-in-Progress:Direct Labor	1,907	-	1,907		1,279	628	
23721 Other Current Liabilities:Employer Liabilities:Health Benefit Liabili	51,265	(203)	51,062		34,385	16,814	
60105 Payroll Expenses:Salaries & Wages	657,085	-	657,085		440,720	216,365	
60110 Payroll Expenses:Payroll Tax Expenses	62,552	-	62,552		41,955	20,597	
60115 Payroll Expenses:Employee Health Benefits Expenses	10,725	-	10,725		7,194	3,532	
60120 Payroll Expenses:Employee 401K Expenses	5,671	-	5,671		3,804	1,867	
60199 Payroll Expenses:Other Payroll Expenses/Benefits	13,213	-	13,213		8,862	4,351	
	<u>\$ 1,217,716</u>	<u>\$ (643)</u>	<u>\$ 1,217,073</u>		<u>\$816,746</u>	<u>\$400,757</u>	
Direct Labor	\$ 4,455,701	\$ -	\$ 4,455,701	67.07%			
G&A Labor	2,187,458	-	2,187,458	32.93%			
	<u>\$ 6,643,159</u>	<u>\$ -</u>	<u>\$ 6,643,159</u>	<u>100.0%</u>			
Fringe Rate			<u>18.32%</u>				

Notes

1. Fringe rate based on Total Productive Labor

ZENNIHOME, LLC
DIRECT COST BY CONTRACT AND INDIRECT EXPENSE APPLIED AT CLAIMED RATES
FOR THE YEAR ENDING 12/31/2025

Federally Funded Programs	Award Type	Direct Labor	Fringe Benefits	Equipment	Subcontractors	Other Direct Costs	Indirect Cost	Total Contract Costs
IDSA Contract - Work Order #4	Cost-Type	\$ 4,453,463	\$ 815,905	\$ 648,525	\$ 4,082,545	\$ 6,516,486	\$ 4,221,863	\$ 20,738,787
Federal Program Total		\$ 4,453,463	\$ 815,905	\$ 648,525	\$ 4,082,545	\$ 6,516,486	\$ 4,221,863	\$ 20,738,787
Non-Billable Contract Expenses	N/A	\$ 2,238	\$ 841	\$ -	\$ 53,240	\$ 447,913	\$ 128,886	\$ 633,118
Non-Government/Commercial Programs	N/A	-	\$ -	-	-	-	-	-
Internal Activities	N/A	-	\$ -	-	-	-	-	-
All Other Total		\$ 2,238	\$ 841	\$ -	\$ 53,240	\$ 447,913	\$ 128,886	\$ 633,118
Grand Total		\$ 4,455,701	\$ 816,746	\$ 648,525	\$ 4,135,785	\$ 6,964,399	\$ 4,350,749	\$ 21,371,906

EXHIBIT 7

ZenniHome – Final Status Memo

October 17, 2025

To: Indigenous Design Studio + Architecture (IDSA), The Navajo Nation

Office of the President and Vice President, and Division of Community Development

From: Bob Worsley, Chief Executive Officer, ZenniHome Holdings, Inc.

Subject: Final Status Update

ZenniHome Contract Performance under Work Order 4

Dear IDSA and Navajo Nation Leadership,

On behalf of ZenniHome, I want to begin by expressing our deep sadness over the circumstances that have led us to write this letter. Our team entered into this relationship with immense hope and full commitment, driven by the belief that we could help address the housing crisis on Navajo land, provide jobs for Navajo workers, and deploy a model of advanced, sustainable housing production that could set a new national standard.

Unfortunately, that vision was never allowed to fully take root. Despite every effort and substantial investment on our part, the reality is that ZenniHome has now ceased operations and is no longer able to perform under the contract tied to Work Order 4.

This collapse did not occur overnight; nor was it the result of a single misstep. Rather, it has been the cumulative effect of lack of site readiness, politicized pressures, and procedural disruptions that undermined our operational and financial viability.

To be clear:

- The invoicing structure of our contract was directly dependent on homes being delivered to prepared sites. Yet many of the assigned locations remained unprepared for the duration of the contract year. In fact, *the first sites were only made available as of October 2025*, a full ten months after production began and mere weeks before the original delivery deadline at year's end. This singular fact illustrates how impossible it was for ZenniHome, or any provider, to succeed under these conditions.
- The model home "gift," intended to build excitement within the community and showcase the future of Navajo housing, became a source of disproportionate controversy. While we hoped it would symbolize innovation, local jobs, and housing progress, we were instead met with extreme and often conflicting demands from various branches of the Navajo government, along with simultaneous resistance to identifying a placement location. The

effort received minimal institutional support and, instead of generating momentum, became another obstacle in an already fraught process.

- The first \$24 million grant process, originally expected to provide critical early-stage Factory Improvement capital, was signed in early 2024 but was ultimately torn up by the Navajo Nation by mid-2024. Despite that disruption, ZenniHome remained fully committed to providing housing for the Navajo Nation and continued working feverishly, in close collaboration with IDSA, to design and build a custom home for them. This was not an off-the-shelf product; it was a purpose-built unit inspired by Navajo tradition, incorporating culturally meaningful elements such as a wood fire stove. That design and engineering work began in mid-2024 and carried on without payment. Only later, in January 2025, was ZenniHome formally authorized to operate under the CHID Work Order #4 and received the first-ever money from the Navajo Nation in the form of a \$21.9 million deposit. By that time, we had already expended considerable effort and resources, all in good faith and with a long-term partnership in mind.
- Repeated and often public pressures from council members and local communities targeted our product and workforce, undermining morale and leading to heightened turnover and instability.
- Homes Direct, a non-Navajo entity, was given priority in site deployments over our contract, despite our status as a subcontractor to IDSA and our commitment to building on Navajo land using a Navajo labor force. The project management of this effort reflected not only a prioritization of Homes Direct deployments but also stronger support with community outreach. In multiple discussions, we were told to simply “figure it out” when it came to solving siting or communication issues—issues that, in parallel, appeared to be actively managed and resolved by the same project managers for Homes Direct. This disparity in coordination and support had significant downstream impacts on our performance, timeline, and perceived legitimacy.
- The reduction of our Work Order from 160 homes to 80 on July 3, 2025, effectively eliminated any meaningful revenue pathway that could support the business. This abrupt change killed our momentum in an active fundraising process. That capital would have allowed us to keep production moving, absorb delays, and ensure we were well-capitalized to handle unexpected challenges. With the Work Order cut in half and no alternate support structure offered, we were left unable to sustain operations despite significant outside investor interest.
- On July 9, 2025, we sat down with Navajo Nation leadership and proposed transferring the factory and associated project at no cost. This offer included full support from ZenniHome’s management to facilitate a seamless transition. It was a move designed to put ownership and operational control in the hands of the Nation, preserve jobs, and remove any perception that the Nation was supporting a non-Navajo entity and executive team. Initially, this offer was met with a high level of support. However, in the final hours, the proposal was denied. This came as a severe and disheartening surprise to our team, given that we were prepared to take our losses and walk away, while still offering support for a path forward.

The result of these systemic failures was that ZenniHome became financially distressed. We tried to continue to produce homes, many of which now sit at our NGS facility, undelivered, without the means to deploy them. We continued to retain and train a Navajo workforce, even as the path to deployment narrowed. We absorbed delay after delay, believing each was surmountable, and adjusted our operations repeatedly in good faith.

In the end, however, our resources were exhausted. The situation culminated in the declaration of default by our senior lender and an impending UCC foreclosure process. We have also suffered additional losses from a fire at our Snowflake facility, which remains tied up in an unresolved insurance claim.

Alongside this memo, we are providing the results of a formal forensic review conducted by Capital Edge Consulting, who were engaged to assess our accounting practices and expenditure under WO4. Their report demonstrates both our rigorous effort to comply with ARPA standards and our good faith performance of contractual obligations, despite extraordinary headwinds. It also proves that there were no improper payments to anyone, and notably none to Navajo Nation decision makers for this WO4.

We ask that you receive this memo not only as a final status report, but as a recognition of what could and should have been a transformational partnership. We believe strongly that the Navajo Nation missed an opportunity to support and scale an operation built with the Nation's best interests at heart.

We hold no ill will. We remain proud of our efforts and the homes we produced. It is important that the record reflects this failure was not due to fraud, negligence, or bad faith, but rather because the system did not support success.

We thank IDSA for the trust placed in us. We hope future partners can build on the foundation we tried to lay.

Respectfully,

Bob Worsley

Chief Executive Officer

ZenniHome

EXHIBIT 8

NOTIFICATION OF DISPOSITION OF COLLATERAL AT A PUBLIC SALE
(Non-Consumer Goods Transaction)

ZENNIHOME HOLDINGS, INC., a Delaware corporation ("**Holdings**"), ZENNIHOME LLC, an Arizona limited liability company ("**ZenniHome**"), ZENNIHOME LOGISTICS, LLC, an Arizona limited liability company ("**Logistics**" and, together with Holdings and ZenniHome, each individually and collectively, jointly and severally, "**Borrower**"), are indebted to NZ Snowflake Lending, LLC (the "**Secured Party**"), as assignee of the original secured party Pasadena Private Lending, Inc. ("**Assignor**"), pursuant to that certain *Loan Agreement*, dated September 30, 2024, as amended by that certain *First Amendment to Loan Agreement*, dated December 30, 2024 (the "**Loan Agreement**"). The indebtedness under the Loan Agreement is evidenced by that certain the *Amended and Restated Promissory Note*, dated December 30, 2024, in the stated principal amount of \$5,000,000, executed by Borrower and payable to the order of Assignee, as successor in interest to Assignor (the "**Note**"). The indebtedness under the Note and the obligations under the Loan Agreement are secured by the liens, collateral assignments and security interests granted pursuant to certain *Pledge Agreements and Security Agreements*, each dated as of September 30, 2024, (collectively, the "**Pledge and Security Agreements**") as more described on Schedule I to the certain *Assignment of Note and Liens* ("**Assignment**") dated December 5, 2025. The Loan Agreement, the Note, the Pledge and Security Agreements, and each other agreement, certificate and financing statement delivered or filed in connection therewith or pursuant thereto, are referred to in this notice as the "**Loan Documents**".

Under the Security Agreement, Borrower pledged substantially all of their assets (the "**Collateral**") to secure payment for its obligations under the Loan Agreement and Note. Borrower is in default under the Loan Documents and Borrower's obligations are due and owing. A list of the Collateral is attached to this notice as Exhibit "A."

PLEASE TAKE NOTICE THAT, in accordance with Article 9 of the Uniform Commercial Code for the state of Arizona ("**UCC**") and the Loan Documents, Secured Party will sell (or lease or license, as applicable) at public auction, at the date, time and location described below (the "**Auction**"), in multiple lots or one lot, at its discretion, some or all of Borrower's right, title and interest in the Collateral, whether now owned or hereafter acquired and wherever located, together with all replacements and substitutions therefor and all cash and non-cash proceeds (including insurance proceeds and any title and UCC insurance proceeds), and products thereof, and, in the case of tangible collateral, together with all additions, attachments accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith.

The Auction will commence on **December 30, 2025, at 12:00 PM EST** at 6750 East Camelback Road, Suite 103, Scottsdale, Arizona 85251 and via videoconference (with further instructions to be provided to Qualified Bidders, as defined below). Bidders must register to attend the Auction no later than December 29, 2025 by contacting Resolute Commercial Services at

zennihome@resolutecommercial.com to whom other relevant inquiries may also be made.

Qualified Bidders are those who have registered for the auction, indicated interest in certain assets, and provided qualifying information such as proof of ability to fund purchase. Terms are cash, wire, or cashier's check only, with required immediate minimum payment of \$500,000 due immediately at conclusion of the auction. The remaining balance is due and payable by 5:00PM EST the first business day following the acceptance of bid.

An on-site inspection of the Collateral will be held on December 17, 2025, for Qualified Bidders that have executed a Non-Disclosure Agreement and otherwise satisfied the requirements set forth in the applicable Terms of Sale.

Secured Party has the right, but not the obligation, to credit bid at the Auction up to the amount of the obligations under the Loan Documents, including all interest, charges, fees, costs, and expenses recoverable under the Loan Documents. Secured Party reserves the right to determine the date and manner of publication of any notice of the Auction. Secured Party shall have the right to adjourn the Auction one or more times on such terms and conditions announced at the Auction. No further publication or other notice of any kind of such adjournment shall be required for any such adjournment.

The sale is being made pursuant to the disposition of collateral procedures in the UCC without any recourse, warranties or representations of any kind, express or implied, and on an "AS IS, WHERE IS," and "WITH ALL FAULTS" basis. Purchaser is responsible for obtaining possession of the assets being sold.

Secured party does not and cannot warrant the extent of Borrower's rights, if any, in the Collateral, or regarding the accuracy or completeness of any information regarding the Collateral or Borrower's rights in the Collateral. Any prospective buyer of the Collateral is responsible for its own due diligence and investigation regarding the Collateral and other liens and encumbrances on the Collateral. Any sale of the Collateral shall be a final sale on an AS IS, WHERE IS basis and will be made without any warranty, expressed or implied, as to the merchantability or fitness for any purpose or a particular purpose and without warranty, expressed or implied, as to any other matter including, but not limited to, the enforceability of any license agreement or other contract or right.

To the extent that any obligations under the Loan Documents remain unpaid after the Auction, the Secured Party reserves all right to recover such remaining obligations from the Borrower or any other obligor or guarantor.

DEC 12 PM 3:00

Borrower is entitled to an accounting of the unpaid indebtedness secured by the property to be sold. This may be requested by contacting Resolute Commercial Services at zennihome@resolutecommercial.com.

EXHIBIT

A

DEPARTMENT OF THE TREASURY
Borrower is entitled to an accounting of the unpaid indebtedness secured by the property to be sold.
This may be requested by contacting Resolute Commercial Services at
resolutecommercial.com

EXHIBIT

A

“Collateral” means the collateral in which the Secured Party is granted a security interest by the Security and Pledge Agreements, which includes all right, title and interest of the Borrower, now owned or hereafter acquired, in and to the following personal property: All tangible and intangible assets of the Borrower, including, but not limited to, all stocks, evidences of ownership, inventory, accounts receivable (including, but not limited to, receivables under any promissory note), contract rights, furniture, fixtures, equipment, supplies, patents, patent applications, trademarks, copyrights, trade secrets, licenses, permits and any other proprietary right or interest, and all general intangibles (and all good will associated with or symbolized by such general intangibles), all instruments, chattel paper, documents and investment property of every type, as well as any document, instrument or drawings embodying the same, and all additions and accessions thereto, substitutions and replacements therefor, and all proceeds thereof, as well as all proceeds from the sale or transfer of such Collateral and of insurance covering the same and of any tort claim in connection therewith.

Notwithstanding the definition of Collateral above, Secured Party expressly excludes the following specific assets from Collateral that Secured Party will seek to credit bid on at the Auction:

- (1) 2022 Framacad TF550 Heavy Duty Manufacturing System ("Framacad") together with all accessories, attachments, parts, repairs, upgrades, additions, and replacements attached thereto or incorporated therein; all software embedded in or acquired in an integrated transaction with the Framacad, and all modifications, additions and replacements thereto and any substitutions therefor.
- 2018 Comblift SC4TA Straddle Carrier S/N 40250 together with all substitutions, replacements, parts, repairs, accessories, attachments, supplies, improvements, additions and accessions now or hereafter affixed thereto or used in connection therewith.
- Qty of 1 Lift Hero CPD35 forklift, Qty of 1 Mitsubishi FG40N1 Forklift, and all currently existing and future attachment, parts, accessories, and add-ons for all the foregoing equipment.
- 1 - Genie Electric Scissor Lift - model GS-1930, 1 - Genie Electric Scissor Lift - model GS-3246, and all currently existing and future attachments, parts, accessories and add-ons for all of the foregoing equipment.
- (1) Hazel SinoBoom Electric Scissor lift, Model: 3346E, Serial #: PLO104800150, (1) Rita SinoBoom Electric Scissor lift, Model: 3346E, Serial #: PLO104800165, and all currently existing and future attachments, parts, accessories and add-ons for all of the foregoing equipment.
- 2017 Pratix S 15 C CNC Machine SN AA/1018557 QTY 1 Model: Pratix S 15 C, S/N: AA/1018557, Year: 2017
- (2) Toyota 8FGC45U-BCS Forklifts and all parts, accessories, accessions and attachments thereto, and all replacements, substitutions and exchanges (including trade-ins).

- All inventory of windows, doors, building products and accessories and accessions manufactured and/or supplied by JELD-WEN, Inc. to Borrower.
- The Specific Equipment Leased or Financed on a certain Agreement Number, 541396-000 dated 5/29/2025, between Borrower and lien holder, CT Corp as Representative.
- 80 modulars for 20 modular home units manufactured and left by Borrower at 1500 N. Desert Paintbrush, Page, AZ 86040.

Capitalized terms used but not otherwise in this Exhibit A shall have the meanings given to them in the Uniform Commercial Code of the State of California as in effect from time to time. The Collateral is owned by Borrower, and Collateral being sold at this sale includes only the assets of Borrower. The Secured Party reserves all of its rights and interest in the assets of all other parties to the loan documents and reserves the rights to conduct additional sales of such assets.

EXHIBIT 9

ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY

ENTITY INFORMATION

ENTITY NAME: NZ SNOWFLAKE PRIVATE LENDING, LLC
ENTITY ID: 23904354
ENTITY TYPE: Domestic LLC
EFFECTIVE DATE: 11/04/2025
CHARACTER OF BUSINESS: Any legal purpose
MANAGEMENT STRUCTURE: Manager-Managed
PERIOD OF DURATION: Perpetual
PROFESSIONAL SERVICES: N/A

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: EC SERVICE LLC
PHYSICAL ADDRESS: Attn: PAUL D. ELLSWORTH, 4041 E. GROVE CIRCLE, MESA,
AZ 85206
MAILING ADDRESS: Attn: PAUL D. ELLSWORTH, 4041 E. GROVE CIRCLE, MESA,
AZ 85206

PRINCIPAL ADDRESS

4041 E. GROVE CIRCLE, MESA, AZ 85206

PRINCIPALS

Manager: ROBERT M. WORSLEY - 4041 E GROVE CIRCLE, MESA, AZ, 85206, USA - - Date of Taking Office:
Member: THE WORSLEY FAMILY REVOCABLE TRUST, DATED JULY 28, 1998, AS AMENDED - ROBERT M.
WORSLEY AND CHRISTI M. WORSLEY, TRUSTEES, 4041 E. GROVE CIRCLE, MESA, AZ, 85206, USA - -
Date of Taking Office: 11/04/2025

ORGANIZERS

PAUL D. ELLSWORTH: 4041 E. GROVE CIRCLE, MESA, AZ, 85206, USA, paul@ellsworthcobb.com

SIGNATURES

Organizer: PAUL D. ELLSWORTH - 11/04/2025