



# **Telecommunications Structures Development RFP for the Navajo Nation Addendum #2**

## **BID NO 24-07-3432GC**

Prepared by:  
Navajo Nation Broadband Office  
Digital Equity Initiative  
Office of the President and Vice President of the Navajo Nation

**Bid Responses to this RFP has been extended to January 16, 2025, at 3:00 pm MST.**

**All dates in the timeline were updated accordingly.**

**See the attached RFP for additional updates.**

# Telecommunications Structures Development RFP for the Navajo Nation – Version 9.3

**BID NUMBER: 24-07-3432GC**

Document Version: 9.3



December 4, 2024

Prepared for:  
**The Navajo Nation**



Prepared by:  
**Navajo Nation Broadband Office**  
**Digital Equity Initiative**  
**Office of the President and The Vice-President of the Navajo Nation**

# Table of Contents

<b>Document History</b> .....	1
<b>1.0 General information about the Telecommunications Structures Development RFP for the Navajo Nation – Version 9.3</b> .....	2
<b>1.1 Issuing office</b> .....	2
<b>1.2 RFP Title</b> .....	2
<b>1.3 RFP General Schedule of Activities</b> .....	2
<b>1.4 Project Overview</b> .....	6
<b>1.5 Purpose of the RFP</b> .....	7
<b>1.6 Advertisement</b> .....	7
<b>1.7 Background</b> .....	7
<b>1.8 Contractual Provisions:</b> .....	7
<b>1.8.1 Governing Law and Dispute Resolution:</b> .....	8
<b>1.8.2 Navajo Nation Sales Tax:</b> .....	8
<b>1.8.3 Navajo Nation Procurement:</b> .....	8
<b>1.9 Small Project Contract</b> .....	9
<b>2.0 Scope of Work of the RFP</b> .....	10
<b>2.1 Summarized Scope of Work</b> .....	10
<b>2.1.1 Engineering and Design:</b> .....	10
<b>2.1.2 Tower Construction, Building Codes and Standards:</b> .....	10
<b>2.1.3 Foundation:</b> .....	10
<b>2.1.4 Landscaping and Fencing:</b> .....	11
<b>2.1.5 Grounding:</b> .....	11
<b>2.1.6 Miscellaneous structures:</b> .....	11
<b>2.1.7 Summarized Tower Specifications:</b> .....	11
<b>2.1.8 Antenna and Equipment Loading:</b> .....	11
<b>2.2 Contractual Scope of Work</b> .....	12
<b>2.2.1 General Contractual Rights:</b> .....	12
<b>2.2.2 Ownership and Operations:</b> .....	12
<b>2.2.3 Funding</b> .....	12
<b>2.2.4 Compliance with Federal Standards:</b> .....	12
<b>3.0 Technical Specifications of the RFP</b> .....	14
<b>3.1 General System Description</b> .....	14

<b>3.2</b>	<b>Design Requirements</b> .....	14
<b>3.2.1</b>	<b>Applicable Codes and Standards:</b> .....	14
<b>3.2.2</b>	<b>Structure Classification:</b> .....	14
<b>3.2.3</b>	<b>Wind Load Specifications:</b> .....	14
<b>3.2.4</b>	<b>Seismic loads Specifications:</b> .....	15
<b>3.2.5</b>	<b>Topographic Category:</b> .....	15
<b>3.3</b>	<b>Products and Components</b> .....	15
<b>3.4</b>	<b>Erection and Installation Procedures</b> .....	16
<b>3.5</b>	<b>Tower Grounding</b> .....	16
<b>3.6</b>	<b>Landscaping and Fencing:</b> .....	17
<b>3.7</b>	<b>Delivery, Storage, and Handling</b> .....	18
<b>4.0</b>	<b>Proposal Submission and Evaluation Criteria</b> .....	19
<b>4.1</b>	<b>Submission Requirements:</b> .....	19
<b>4.2</b>	<b>Proposal Submission Format:</b> .....	20
<b>4.2.1</b>	<b>Table of Contents</b> .....	20
<b>4.2.2</b>	<b>Cover Letter (1 page maximum)</b> .....	20
<b>4.2.3</b>	<b>Qualification and experience</b> .....	20
<b>4.2.4</b>	<b>Project Plan</b> .....	21
<b>4.2.5</b>	<b>Economic Development (3 pages maximum)</b> .....	21
<b>4.2.6</b>	<b>Close out (1 page maximum)</b> .....	22
<b>4.2.7</b>	<b>Navajo Preference (1 Page maximum)</b> .....	22
<b>4.2.8</b>	<b>Financial Qualifications (5 pages maximum)</b> .....	22
<b>4.2.9</b>	<b>Insurance (4 pages maximum)</b> .....	23
<b>4.2.10</b>	<b>Appendices (10 pages maximum)</b> .....	23
<b>4.2.11</b>	<b>Signature Page (1 page maximum)</b> .....	23
<b>4.3</b>	<b>Bid Selection and Scoring Criteria</b> .....	23
<b>4.4</b>	<b>Volume Incentives</b> .....	23
<b>4.5</b>	<b>Technical Acceptance Compliance</b> .....	24
<b>5.0</b>	<b>Cost Proposal</b> .....	25
<b>5.1</b>	<b>Cost Proposal Format:</b> .....	25
<b>5.1.1</b>	<b>Itemized Cost Breakdown:</b> .....	25
<b>6.0</b>	<b>Annexes</b> .....	27
<b>6.1</b>	<b>New Proposed Sites List</b> .....	27



<b>6.2</b>	<b>Map</b> .....	<b>27</b>
<b>6.3</b>	<b>Generic Tower Elevation and Site Plan</b> .....	<b>27</b>
<b>6.4</b>	<b>Generic Tower Loading</b> .....	<b>27</b>
<b>6.5</b>	<b>Summarized Cost Table</b> .....	<b>27</b>
<b>6.6</b>	<b>RFP Response Template</b> .....	<b>27</b>
<b>6.7</b>	<b>Small Project Contract</b> .....	<b>28</b>
<b>6.8</b>	<b>Purpose of Annexes</b> .....	<b>28</b>
<b>6.1</b>	<b>Annex - New Proposed Sites List</b> .....	<b>29</b>
<b>6.2</b>	<b>Annex – Map</b> .....	<b>32</b>
<b>6.3</b>	<b>Annex - Generic Construction Drawing</b> .....	<b>34</b>
<b>6.5</b>	<b>Annex - Summarized Cost Table:</b> .....	<b>45</b>
<b>6.6</b>	<b>Annex – RFP Response Template:</b> .....	<b>46</b>
<b>6.7</b>	<b>Small Project Contract</b> .....	<b>47</b>

## Document History

Version	Description	Date	Author
1.0	First Draft	04/15/2024	DEI
2.0	First Version for Internal Review	04/25/2024	DEI
3.0	Second Version for Internal Review	04/30/2024	DEI-NNBO
4.0	Edits for Internal Review	05/1/2024	BG, JO, OC, MF
5.0	Consolidated revision for Final Internal Review	05/02/2024	CC
6.0	Draft Version for Release	05/02/2024	DEI-NNBO
7.0	Draft Version for Release – Updated BID criteria	05/05/2024	DEI-NNBO
8.1	Version for Release – Internal Review	09/12/2024	DEI
9.1	Version for Public Release	09/16/2024	All
9.2	Amendment including Bonds Info and other corrections	10/17/2024	All
9.3	Proposal Submission Format, Bid Selection and Scoring Criteria and Itemized Cost Breakdown updates. Addition of table cost and RFP response templates files (Annex 6.5 and 6.6)	12/3/2024	All

# 1.0 General information about the Telecommunications Structures Development RFP for the Navajo Nation – Version 9.3

## 1.1 Issuing office

Navajo Nation Broadband Office  
1575E State Hwy 264  
Tse Bonito, New Mexico  
Website: [www.broadband.navajo-nsn.gov](http://www.broadband.navajo-nsn.gov)

## 1.2 RFP Title

NNBO Telecommunications Structures Development RFP BID No: 24-07-3432GC–Version 9.3

## 1.3 RFP General Schedule of Activities

Activity	Date	Time
Initial Meeting	Sep-30-2024	9 am MST
Q&A Session 1	Nov-08-2024	9 am MST
Q&A Session 2	Nov-22-2024	9 am MST
Questions/Feedback and Comments Due	Dec-16-2024	5 pm MST
Q&A Session 3	Dec-17-2024	9 am MST
RFP Close/Bid submission	Jan-16-2025	3 pm MST
Bid Opening (NOT OPEN TO THE PUBLIC or OFFERORS)	Jan-21-2025	9 am MST

### Advertisement Period:

September 16, 2024 – January 16, 2025, 3 pm MST

### RFP Close date & time:

January 16, 2025, 3pm MST  
Late submissions will not be considered.

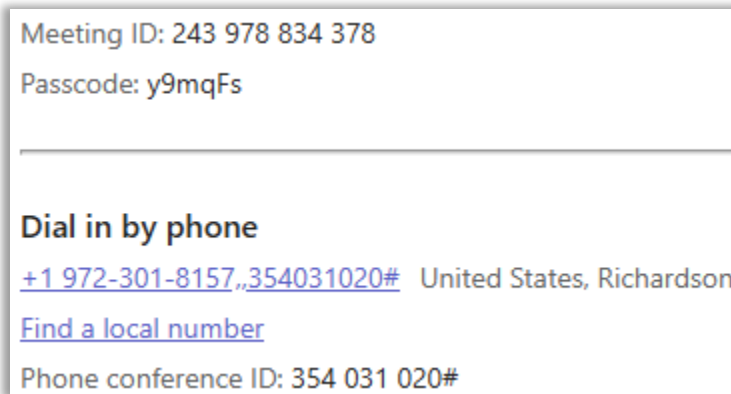
**RFP Meetings:**

Initial Meeting: September 30, 2024.

**Q&A Session 1: November 8, 2024, at 9 am MST**

TEAMS Meeting link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_OTUzNGI0YWQzZWE0Zi00OGE0LTg0NWYtNjg4NzBiM2ZhNT%40thread.v2/0?context=%7b%22Tid%22%3a%2297131bfb-3c23-4f43-a7e3-ff4d249bdbab%22%2c%22Oid%22%3a%2232545cdb-8dec-4f0d-9e52-85ffbadac1d9%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTUzNGI0YWQzZWE0Zi00OGE0LTg0NWYtNjg4NzBiM2ZhNT%40thread.v2/0?context=%7b%22Tid%22%3a%2297131bfb-3c23-4f43-a7e3-ff4d249bdbab%22%2c%22Oid%22%3a%2232545cdb-8dec-4f0d-9e52-85ffbadac1d9%22%7d)



Meeting ID: 243 978 834 378  
Passcode: y9mqFs

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[+1 972-301-8157,354031020#](tel:+19723018157354031020) United States, Richardson  
[Find a local number](#)  
Phone conference ID: 354 031 020#

**Q&A Session 2: November 22, 2024, at 9 am MST**

TEAMS Meeting link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YmJiN2MyNzctMzEzYS00NzA2LTg0YjctZThiMDI1MDkwY2Qy%40thread.v2/0?context=%7b%22Tid%22%3a%2297131bfb-3c23-4f43-a7e3-ff4d249bdbab%22%2c%22Oid%22%3a%2232545cdb-8dec-4f0d-9e52-85ffbadac1d9%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmJiN2MyNzctMzEzYS00NzA2LTg0YjctZThiMDI1MDkwY2Qy%40thread.v2/0?context=%7b%22Tid%22%3a%2297131bfb-3c23-4f43-a7e3-ff4d249bdbab%22%2c%22Oid%22%3a%2232545cdb-8dec-4f0d-9e52-85ffbadac1d9%22%7d)

Meeting ID: 250 175 708 440

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**Q&A Session 3: December 17, 2024, at 9 am MST**

TEAMS Meeting link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_OWlwYzQ4YmQtNTlhMi00MjgwLTkxN2MtZTU4Y2QzMTczNGFI%40thread.v2/0?context=%7b%22Tid%22%3a%227c61c6cf-b4e9-4f39-9871-57815c22d1d8%22%2c%22Oid%22%3a%22ccd8f578-b20d-49ee-b648-10b761a87300%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWlwYzQ4YmQtNTlhMi00MjgwLTkxN2MtZTU4Y2QzMTczNGFI%40thread.v2/0?context=%7b%22Tid%22%3a%227c61c6cf-b4e9-4f39-9871-57815c22d1d8%22%2c%22Oid%22%3a%22ccd8f578-b20d-49ee-b648-10b761a87300%22%7d)

Meeting ID: 243 707 190 323

Passcode: kC9TC3j5

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[Find a local number](#)

Phone conference ID: 984 336 4#

**Bid Opening** (NOT OPEN TO THE PUBLIC or OFFERORS):

January 21, 2025, at 9 am MST.

**Questions/Feedback and Comments Due:**

Questions will be accepted from September 16 to December 16, 2024, at 5 pm MST.

All feedback is to be submitted electronically via email with the subject RFPNNBO\_ BID NUMBER: 24-07-3432GC \_Entity Name (where Entity name is the name of the entity sending the email communications).

**Submit questions to:**

Sonia Nez, Department Manager

Email: [sonianez@navajo-nsn.gov](mailto:sonianez@navajo-nsn.gov)

Bernardo Portilla, DEI

Email: [bportilla@americasrf.com](mailto:bportilla@americasrf.com)

Libardo Melo

Email: [lmelo@americasrf.com](mailto:lmelo@americasrf.com)

**Answers to Questions:**

Ongoing within 3 business days of receiving the questions. Questions will be tracked and answered online and will be updated accordingly. The Q&A tracker can be found at

<https://americasrf-my.sharepoint.com/:x/p/lmelo/EWxt9E7Do0lCnTfRBv8MtkAB66fot1A2BfUL0Zyg3fUjfw?rttime=iGbJK3n3Eg>

All the questions received will be published and answered, if any entity has issues with sharing their questions they MUST note when submitting the question that the information is confidential.

**Points of Contact:**

Sonia Nez, Department Manager

Email: [sonianez@navajo-nsn.gov](mailto:sonianez@navajo-nsn.gov)

Phone: 928-810-9205

[www.broadband.navajo-nsn.gov](http://www.broadband.navajo-nsn.gov)

Bernardo Portilla, DEI

Email: [bportilla@americasrf.com](mailto:bportilla@americasrf.com)

Phone: 602-881-3147

Additional note: Awards are anticipated by the first quarter of 2025, with pre-construction set to commence shortly thereafter. Completion is projected in alignment with the BEAD program timeline.

## 1.4 Project Overview

The Navajo Nation Broadband Office (NNBO) invites detailed proposals for the construction of 78 multi-tenant telecommunication towers (please refer to annex 6.2 for detailed tower locations in the Navajo Nation map) to enhance fixed wireless broadband and 5G services access for all Broadband Serviceable Locations (BSLs) within underserved or unserved areas of the Navajo Nation. This strategic initiative is designed to significantly enhance digital connectivity and support future technological advancements across the Navajo Nation. Phase I will include tower construction of 36 towers. Phase II will include the construction of the remaining towers (please refer to annex 6.1 for detailed new proposed sites list). However, NNBO reserves the right to change the number of towers to be awarded dependent on bid results and/or if additional funding becomes available ensuring that the project can progress toward the goal of completing all 78 towers.

The project is supported by a feasibility study focused on addressing the coverage needs across the Navajo Nation, which will serve as a critical foundation for supporting the Broadband Equity, Access, and Deployment (BEAD) program and the expansion of 5G services throughout the region. The selection of proposed tower sites is based on current information collected during the 2020 inventory of assets within the Navajo Nation, supplemented by additional data from the NNBO and the Navajo Telecommunications Regulatory Commission (NTRC). Feedback from existing service providers and infrastructure owners is also being solicited to ensure that the project aligns with ongoing and planned expansions, avoiding redundancy and leveraging existing assets wherever possible.

The initiative aims not only to provide immediate improvements in broadband fixed and mobile access but also to establish a robust infrastructure that will support the rapid deployment of emerging technologies and enhance the economic, educational, and healthcare opportunities for the Navajo people. By integrating advanced telecommunications infrastructure, the NNBO intends to foster a more connected and technologically equipped Navajo Nation, capable of supporting a wide range of digital services and applications. Furthermore, the Navajo Nation is committed to assisting the deployment by expediting land regulatory requirements. This means all permitting and land-related items are handled by the NN team, and GC licenses will be required based on state requirements for construction to ensure compliance and smooth progress through regulatory processes, allowing infrastructure to be deployed without undue delays.

## **1.5 Purpose of the RFP**

The purpose of this Request for Proposals (RFP) is to select the most suitable contractor(s) who can undertake the construction of telecommunications towers as specified in the RFP. The selected contractor(s) will be responsible for meeting all technical specifications, regulatory requirements, and completing the project within the designated timelines. This project is essential for laying a strong foundation for the upcoming Broadband Equity, Access, and Deployment (BEAD) program, providing the Navajo people access to technologies widely available outside of the Navajo Nation such as 5G, and paving the way for the deployment of subsequent technologies. Additionally, it seeks to incentivize competition and provide more affordable options to the people. The scope of work outlined in this RFP does not include the construction of roads, data transport facilities, or commercial/backup power to the site. These activities will be addressed separately, outside the scope of this RFP.

## **1.6 Advertisement**

The RFP will be advertised on the official Navajo Nation Office of the Controller website at [www.nnooc.org](http://www.nnooc.org) and NNBO website at [www.broadband.navajo-nsn.gov](http://www.broadband.navajo-nsn.gov) to ensure adequate public notice and to encourage a wide range of proposals. Details of the advertisement, including the bidding number, will be as follows:

Bidding Number: BID NUMBER: 24-07-3432GC

Platforms: NNOOC website, NNBO website

## **1.7 Background**

In recent assessments, numerous regions within the Navajo Nation have been identified as lacking adequate telecommunications infrastructure, particularly in fixed wireless broadband and 5G networks. This project is part of a broader strategy to close these gaps and to ensure that all members of the Navajo Nation have access to reliable, high-speed internet services, which are crucial for education, business, healthcare, and communication. Additionally, it seeks to incentivize more competition from national carriers to provide more affordable options to the Navajo people.

## **1.8 Contractual Provisions:**

In order for the Navajo Nation to contract for services of this nature, the successful proposer must agree to include the following provisions as part of the Agreement:



### **1.8.1 Governing Law and Dispute Resolution:**

Navajo Nation Law and Courts shall govern the contract. No provision of the contract shall constitute a waiver of sovereign immunity of the Navajo Nation. Disputes arising under the contract shall be resolved exclusively in Navajo Nation courts.

### **1.8.2 Navajo Nation Sales Tax:**

The successful proposer must include the Navajo Nation's 6% sales tax within their cost proposal and be responsible for remitting the tax to the Navajo Nation. The Navajo Nation Sales Tax applies to all goods and services, including materials, labor services, engineering, etc.

### **1.8.3 Navajo Nation Procurement:**

Preference will be applied in accordance with the Navajo Business and Procurement Act (12 N.N.C. § 1501 et seq.); the Navajo Nation Procurement Act (12 N.N.C. § 301 et seq.); the Navajo Nation Business Opportunity Act (5 N.N.C. § 201 et seq.), and other relevant statutory and regulatory requirements. Proposers must provide evidence of their Navajo Preference Priority Certification if applicable. Navajo Nation Procurement states that proposers must provide evidence of their Navajo Preference Priority Certification if applicable. This certification is required to demonstrate that the proposer is eligible for preference under the Navajo Business and Procurement Act, the Navajo Nation Procurement Act, the Navajo Nation Business Opportunity Act, and other relevant statutory and regulatory requirements.

### **1.8.4 RFP Submission – Not a Contract**

The Navajo Nation is not bound to enter into a contract under this RFP and may issue a subsequent RFP for the same services.

### **1.8.5 Bonds and Bid Security**

Construction and construction related contracts require the payment of a performance bond, payment bond, and bid security. Bonds may be delivered upon execution of a contract with the Navajo Nation.

The offeror shall deliver to the Navajo Nation a performance bond in a form satisfactory to the Controller of the Navajo Nation underwritten by a surety company authorized to do business within the Navajo Nation in amount equal to one hundred percent (100%) of the price specified in the contract; and a payment

bond for the protection of all persons supplying labor and material to the contractor or its subcontractor for the performance of the work provided in the contract equal to 100% of the price specified in the contract.

Bid security shall be required for all construction or construction-related contracts when the total amount is estimated to be greater than \$50,000 and the amount shall be equal to ten percent (10%) of the amount of the bid.

Acceptable bid security shall be limited to: (i) an annual or one-time bond in a form satisfactory to the Controller of the Navajo Nation underwritten by a surety company authorized to do business within the Navajo Nation; or (ii) the equivalent in cash, a bank certified check, or cashier's check payable to the Navajo Nation.

More information on bid security and bonds: [Navajo Nation Procurement Regulations, Section 4.K](#)

[Please note that bonds and bid security requirements will apply only to the specific portion being addressed by the bidder.](#)

## **1.9 Small Project Contract**

Sample template outlines the proposed terms and conditions for the agreement between the NNBO and the selected bidder. Additionally, it is a reference for contractual relationship detailing key elements such as:

- Scope of work and deliverables
- Payment terms and pricing
- Legal obligations and compliance requirements
- Termination clause and dispute resolution

Please refer to annex 6.7 for further clarification

## **2.0 Scope of Work of the RFP**

### **2.1 Summarized Scope of Work**

#### **2.1.1 Engineering and Design:**

**Engineering Responsibility:** The engineering of the towers is the responsibility of the NNBO, meaning that the Navajo Nation Broadband Office manages the design and technical specifications to ensure that all requirements for functionality and safety are met. However, others may participate during the final design phase. **Site Selection Collaboration:** Final tower location selection will be conducted collaboratively with the chosen bidder to optimize each site's potential.

Please refer to annex 6.3 for the Generic Construction Drawings, which include the items requested in the scope of work. Full plans for each site will not be provided at this time. Response to this RFP should be based on the Scope of Work (SOW) and the relevant drawings depicting the scope of work. Detailed construction drawings will become available before construction starts.

Note: Proposers may offer their engineering services as an optional service in response to this proposal. An Engineering Design Package will be provided by the NNBO, if applicable, to ensure standardization for the project in the event of multiple awards.

#### **2.1.2 Tower Construction, Building Codes and Standards:**

Provide materials for the construction and installation of self-supported tower based on technical design requirements provided under project scope.

Design and Construct towers following International Building Code and Telecommunications Standards adopted by Navajo Nation or latest version whichever is more stringent.

All construction activities must adhere to the International Building Code, as amended by State and local agencies, and to Telecommunications Standards. If applicable, the codes adopted by the Navajo Nation will apply, with the most stringent standards prevailing to ensure compliance and safety. Section 3 provides further technical specifications in detail.

#### **2.1.3 Foundation:**

Provide materials and installation for tower foundation based on three options:

- Pier foundation for standard soil.
- Mat+Pier Foundation for standard soil.
- Mat foundation for hard/rock soil.

A site-specific soil report is not provided with the RFP, Proposers shall respond based on normal soil as the best-case scenario and rocky terrain (hard soil) as the worst-case scenario. The foundation installation should account for three options: pier foundation and mat+pier foundation for standard soil and mat foundation for worst case/hard soil conditions.

There may be conditions of soils that require a customized foundation, those conditions will be considered once soils reports become available and proper engineering is in place.

#### **2.1.4 Landscaping and Fencing:**

Provide landscaping to cover the tower ground space, including an additional 10 ft around the fenced area for the two ground space options: 50 ft x 50 ft and 100 ft x 100 ft.

Provide fencing for the tower ground space, with two options: a 50 ft x 50 ft fenced area and an optional 100 ft x 100 ft fenced area. Ensure that both options include secure fencing to meet project requirements.

#### **2.1.5 Grounding:**

Installation of grounding system that complies with technical specifications as outlined in section 3.5.

#### **2.1.6 Miscellaneous structures:**

This will include a climbing ladder with its safety cable system, and two cable ladders. Do not include or provide ancillary and accessory structures, such as ice bridges, telco or power H-frames, etc., as such structures are not part of this RFP.

#### **2.1.7 Summarized Tower Specifications:**

- Multi-tenant Towers: Each tower is designed to support various telecommunication needs, accommodating multiple tenants.
- Ground Space Requirements: Each tower site requires a cleared area of 150 ft x 150 ft, with a securely fenced area of 50 ft x 50 ft. Additionally, a 100 ft x 100 ft fenced area is required as an option.

#### **2.1.8 Antenna and Equipment Loading:**

- Public Safety and Two-Way Radio Elements: Includes arrays of Omni antennas at 185' and 110' centerline points for wide coverage.

- Broadband Antenna Arrays: Four arrays configured for three sectors at heights of 175', 160', 145', and 130', designed to support about 200 sq ft of frontal loading per array.
- Microwave Antenna Arrays: Consists of four arrays of microwave antennas, each with two 6' antennas, positioned at 100', 80', 60', and 40'.
- Refer to the generic construction drawing provided with this RFP for additional information and the generic antenna loading provided.

Note: The loading of equipment as detailed above, is shown in annex 6.4.

## 2.2 Contractual Scope of Work

### 2.2.1 General Contractual Rights:

**Project Assignment Rights:** The Navajo Nation Broadband Office (NNBO) retains the exclusive rights to assign single, partial, or full projects to one or multiple entities based on strategic requirements and bidder qualifications.

### 2.2.2 Ownership and Operations:

**Infrastructure Ownership:** Ownership of the infrastructure to be built will be determined post-construction, with the Navajo Nation retaining full or partial ownership, however bidders are encouraged to suggest options.

**Operations Partnership:** NNBO seeks partners for the operation and maintenance of the infrastructure, aiming for long-term sustainability and operational efficiency.

### 2.2.3 Funding

**Funding:** The Navajo Nation will provide primary funding for the infrastructure. Bidders are encouraged to offer discretionary matching funding or partnership options, which will be considered a significant factor in project selection.

### 2.2.4 Compliance with Federal Standards:

#### **Build America, Buy America (BABA) Act:**

**Overview:** Mandates the use of American-made products and labor in federally funded infrastructure projects to support domestic industries and employment.

**Application:** Requires that all materials and labor used in tower construction are sourced from the United States.

**Importance:** Compliance is critical for eligibility for federal funding and aligns with national economic objectives.

**Resources and Guidelines:** For detailed compliance guidelines, visit the U.S. Department of Transportation's official page: [U.S. DOT BABA Act Guidelines](#).

**Documentation:** Bidders must provide comprehensive documentation proving compliance, including certificates of origin for materials and labor documentation.

## 3.0 Technical Specifications of the RFP

### 3.1 General System Description

**System Overview:** The scope of this project includes constructing self-supporting steel towers designed for optimal support of the specified load. These towers must include foundations robust enough to manage specified loads and a comprehensive electrical grounding system designed to ensure safety and functionality over long periods. In addition, fencing and landscaping will be included.

A sample of a generic construction drawing is supplied for bidding purposes included in the annexes of the RFP as "Generic Construction Drawing."

### 3.2 Design Requirements

Proposers can suggest changes, however the design criteria, including loading and structural requirements, are predetermined to ensure the towers meet the project's functional and safety standards. Keep in mind non-penetrating/ballasted structures are an option if compliance with loading requirements is achieved.

#### 3.2.1 Applicable Codes and Standards:

**Building Code Compliance:** All tower constructions must adhere to the 2021 International Building Code (IBC) as adapted or amended by the local State and local agencies, reflecting the latest safety and engineering standards.

**National Design Standard:** Towers will be built in accordance with TIA-222-H, which sets the structural standard for antenna supporting structures and antennas. This includes ensuring all structures can withstand specified wind and weight loads.

#### 3.2.2 Structure Classification:

Classified under Risk Category III, this classification highlights the importance of the towers in sustaining critical communications and implies a high standard of resilience against environmental and operational stresses.

#### 3.2.3 Wind Load Specifications:

Designs must conform to the requirements of TIA-222-H for Wind Load, with special attention to local code amendments which may include additional safeguards due to regional climatic conditions.

Risk Category III, Exposure Category C, which deals with wind exposure in open terrain with scattered obstructions and dictates specific structural resistances.

Towers must also meet requirements set by federal agencies such as the US Forest Service, Bureau of Land Management (BLM) and National Parks, ensuring compliance across all jurisdictional boundaries.

#### **3.2.4 Seismic loads Specifications:**

Risk Category III, seismic design category D.

#### **3.2.5 Topographic Category:**

The responder shall use appropriate topographic category based on site location.

### **3.3 Products and Components**

**Preferred Manufacturers:** The preferred manufacture should be sourced products from industry-recognized manufacturers like Rohn, Sabre, Valmont or equivalents that meet the specified standards. Component shall comply with the Build America, Buy America (BABA) Act.

**Tower Components:** Comprising self-supporting triangular steel tube sections with 'X' cross brace construction, engineered in 10-foot increments, this is for the spacing of the cross bracing. Tower sections are expected to be 20 ft sections. All components require corrosion-resistant treatment, primarily through hot dip galvanization after fabrication to extend the lifespan under harsh environmental conditions.

**Tower Lighting for FAA-Regulated Sites:** Although all towers currently specified are less than 200 feet, some may still require lighting due to their specific locations, such as proximity to airports or within designated flight paths. The FAA mandates lighting for certain towers under 200 feet based on surrounding terrain and airspace considerations.

#### **Key requirements:**

- Red lights for nighttime visibility and white lights for day and night use, depending on the location.
- Compliance with FAA guidelines (AC 70/7460-1L) is essential to ensure aircraft safety.



**Foundation:** Foundations are to be designed by the supplier, signed, and stamped by a PE structural engineer, made of reinforced concrete suited for the load specifics of each tower and the seismic and wind conditions of the site. Concrete strength should be at least 4500 PSI in accordance with ACI 318-14 and all reinforcing steel to conform with ASTM specification A615 Grade 60.

### 3.4 Erection and Installation Procedures

Erection Standards: The erection of the towers must follow strict guidelines to ensure safety and structural integrity, complying with both manufacturer specifications and TIA-222-H, TIA-322 and ANSI-TIA-1019-A Standards (latest versions).

The tower erection guidelines and specifications must be detailed in the tower erection book and PE stamped by the structural engineer.

Includes specific requirements for plumbness, overall height tolerance, and twist limits to ensure that the towers are erected without compromising their designed capabilities.

**Quality Assurance:** Engineers responsible for the design and oversight must be registered professionals licensed in the local State with proven experience in similar projects.

The erector must have a record of successfully erecting at least five towers of similar design and complexity within the last five years, ensuring skilled workmanship and adherence to safety protocols.

### 3.5 Tower Grounding

**Grounding System Design:** Towers must incorporate a robust grounding system designed to mitigate the risks associated with lightning strikes and electrical surges. The grounding system shall comply with IEEE Std 142 and NFPA 70 (National Electrical Code). The design shall include ground rods, ground rings, and grounding conductors installed to ensure low-impedance paths to earth and effectively dissipate electrical charges. A continuous grounding ring shall be installed around the tower base, interconnecting all ground rods and grounding conductors. The grounding ring shall be buried at a required depth based on the grounding design.

The system shall include grounding provisions to tie directly into the fence system, including fence posts and fence fabric, to ensure immediate protection of site perimeters. Additionally, grounding leads shall be strategically installed and reserved for future elements, such as ice bridges, H-frames, and other components required on-site, providing flexibility for future expansions or modifications without compromising grounding integrity. This comprehensive approach ensures both present and future infrastructure needs are effectively addressed.

**Testing and Inspection:** Upon completion of the grounding system installation, a comprehensive testing and inspection process shall be conducted to verify the effectiveness of the grounding system. This shall include soil resistivity testing, ground resistance testing, and continuity testing of all grounding components. Testing procedures shall be performed by qualified electrical engineers or technicians using calibrated equipment in accordance with IEEE Std 81 and IEEE Std 81.2.

**Grounding System Design: Chem-Rods:** In areas with high soil resistivity or challenging soil conditions, a Chem-Rod grounding system may be utilized to enhance grounding performance. The Chem-Rod system will be integrated into the overall grounding design of the site.

### **3.6 Landscaping and Fencing:**

The finished grade shall be uniform and leveled with base gravel, slope away from the tower and compound area.

The landscaping shall cover the tower ground space, including an additional 10 ft around the fenced area for the two ground space options: 50 ft x 50 ft and 100 ft x 100 ft.

Fencing for the tower ground space will include two options: a 50 ft x 50 ft fenced area and an optional 100 ft x 100 ft fenced area. The fence shall be 7 feet tall with 1 foot of barbed and concertina razor wire on top, and a 10-foot double swing gate. The final design and construction of the compound may change based on specific requirements and available space at each site. Ensure that both options include secure fencing to meet project requirements.

### **3.7 Delivery, Storage, and Handling**

Handling Requirements: All components must be handled meticulously to prevent any damage that might compromise the structural integrity. This includes careful tagging and storage practices to ensure that parts are not misplaced or incorrectly used.

## 4.0 Proposal Submission and Evaluation Criteria

This section outlines the structured format and evaluation criteria for submissions to the Navajo Nation RFP, designed to ensure a fair and comprehensive assessment of each proposal. Proposals must be clear, well-documented, and demonstrate a thorough understanding of the project's scope and requirements. The evaluation will assign points reflecting the importance of each section, focusing on the proposer's qualifications, project approach, financial stability, and commitment to the Navajo Preference in Employment Act.

### 4.1 Submission Requirements:

**Priority Status:** If the offeror has Priority Status under the Navajo Nation Business Opportunity Act (NBOA), include "PRIORITY STATUS [1 or 2]" at the start of the subject line. Offeror must be prepared to provide proof as outlined in Section 1.8.3.

The response to the NNBO Telecommunications Structures Development RFP BID No: 24-07-3432GC must be submitted in two separate emails. The first email will contain the main response, submitted electronically via email with the subject line: RFPNNBO\_ BID NUMBER: 24-07-3432GC \_Entity Name\_MainResponse (where "Entity Name" is the name of the entity sending the email). Please note that this email shall not contain any pricing information.

The second email will contain the pricing information, submitted electronically via email with the subject line: RFPNNBO\_ BID NUMBER: 24-07-3432GC \_Entity Name\_Price Response (where "Entity Name" is the name of the entity sending the email). This email shall contain all pricing information.

Both emails must be submitted to Sonia Nez, Department Manager, via email at [sonianez@navajo-nsn.gov](mailto:sonianez@navajo-nsn.gov). For any inquiries, you may contact her at 928-810-9205. Please also carbon copy (CC) to [bportilla@americasrf.com](mailto:bportilla@americasrf.com) and [lmelo@americasrf.com](mailto:lmelo@americasrf.com)

Responders are responsible for ensuring that the emails are sent and received by the Navajo Nation point of contact (POC) by the due date. The NNBO will not accept late submissions and is not responsible for any other problems related to delays that may affect the timely delivery of responses.

## **4.2 Proposal Submission Format:**

This is the mandatory RFP response template; proposers must draft their response within the template. Additionally, each section specifies how many pages are allowed; please do not exceed this limit, as doing so will result in a penalty during evaluation. All responses must use a font size of 12-point in a legible typeface (e.g., Times New Roman, Arial, or Calibri) with 1-inch margins on all sides. Failure to adhere to these formatting requirements may also impact the evaluation of your proposal.

Note: Please refer to the Word template provided in Annex 6.6. Create a copy of the document and draft your response within the template. Ensure all formatting requirements, including font size, typeface, and margins, are adhered to as specified in the RFP guidelines.

### **4.2.1 Table of Contents**

- A clear organization of the proposal contents with corresponding page numbers.

### **4.2.2 Cover Letter (1 page maximum).**

- Introduction of the proposer, including contact details.
- Statement of intent to participate and a summary of the proposer's qualifications.

### **4.2.3 Qualification and experience**

4.2.3.1 Proposer administrative and technical capability for performing the proposed SOW (2 page maximum)

- Proposer must provide detailed evidence of their administrative and technical capability of performing the proposed SOW and emphasis on experience exceeding five years in the relevant field.
- Licenses for each of the states where proposer is bidding.

4.2.3.2 Project 1,2 and 3 (3 pages maximum per project)

- Proposer must provide at least three (3) detailed evidence of their administrative and technical capability of performing the proposed SOW and emphasis on experience exceeding five years in the relevant field.

#### 4.2.3.3 Reference 1 and 2 (1 page maximum)

- Include at least two (2) verifiable references for similar projects, highlighting the proposer's capability.

### **4.2.4 Project Plan**

#### 4.2.4.1 Proposer project team and resumes (3 pages maximum)

- Resumes of team members, detailing skills relevant to the project scope.

#### 4.2.4.2 Proposer technical response to the scope of work proposed in the RFP (2 pages maximum)

- Comprehensive plan that adheres to the RFP's scope and technical specifications.
- Adherence to Scope and Technical Specifications: Provide a detailed plan aligning with the RFP's scope and specifications.
- Design Fulfillment: Explain how the design requirements will be met.
- BABA Act Compliance: Demonstrate compliance with the Build America, Buy America (BABA) Act.
- Structure Designs: Provide designs for the structure/tower and foundation (2 types).
- Grounding Plan: Confirm compliance with the technical requirements for the grounding system.
- Landscaping and Fencing: Confirm that the landscaping and fencing meet the required technical specifications.
- Material Handling: Outline a comprehensive plan for the delivery, storage, and handling of materials to prevent damage and maintain structural integrity.

#### 4.2.4.3 Timeline (1 page maximum)

- Comprehensive timeline that adheres to the RFP's scope and technical specifications.

#### 4.2.4.4 Payment Schedule (1 page maximum)

- Outline the proposed payment schedule, indicating milestones or phases of work completion and corresponding payment amounts.

### **4.2.5 Economic Development (3 pages maximum)**

- Outline how the project will contribute to Navajo Nation's economic development. This includes expected job creation, potential for local

businesses growth, long-term economic growth and improvements that will benefit the community. It is essential to highlight how each one of these factors will generate support to the community ensuring project sustainability and overall positive impact on the local economy. Proposers are encouraged to submit innovative and competitive offers that prioritize rapid deployment, cost efficiency, and long-term benefits for the Navajo Nation. Proposals that demonstrate the ability to expedite project timelines, optimize resource utilization, and provide sustainable solutions will be given favorable consideration. Your commitment to addressing the needs of the Navajo people through affordable, reliable, and scalable services will contribute significantly to the Nation's development and prosperity.

#### **4.2.6 Close out (1 page maximum)**

- In this section specify all the items the close out report will have, such as tests, construction letter and any other closing document the project must have.

#### **4.2.7 Navajo Preference (1 Page maximum)**

- Proposers must provide proof of Navajo Preference certification, including details regarding Navajo ownership and control. If applicable, Navajo Priorities will influence contract awards. To demonstrate eligibility for preference under the Navajo Business and Procurement Act, the Navajo Nation Procurement Act, the Navajo Nation Business Opportunity Act, and other relevant laws, proposers must submit evidence of their Navajo Preference Priority Certification.

#### **4.2.8 Financial Qualifications (5 pages maximum)**

- Detailed budget and evidence of financial health, including financial statements. Demonstrations of financial stability and the capability to adhere to project timelines.
- Financial Information should be provided for the company responding to the RFP. The required Financial Statements (Audited statements not required however if proposer is preselected audited statements and additional financial information may be required):
  - Balance Sheets (last 2 years)
  - Income Statements (last 2 years)
  - Cash Flow Statements (last 2 years)

#### **4.2.9 Insurance (4 pages maximum)**

- Valid insurance certificates and additional insured endorsements as required, including:
  - General Property Liability
  - \$1,000,000 Professional Liability
  - Worker’s Compensation
  - Motor Vehicle Insurance
  - The Navajo Nation must be named as additionally insured.

#### **4.2.10 Appendices (10 pages maximum)**

Additional supporting documents, licenses, and certificates, brochures, pictures.

#### **4.2.11 Signature Page (1 page maximum)**

Authorized signature confirming the proposal’s accuracy and acceptance of terms.

### **4.3 Bid Selection and Scoring Criteria**

Bidders participating in the Request for Proposal (RFP) process follow the Navajo Nation Business Opportunity Act, ensuring fairness and transparency. This Act supports economic development within the Navajo Nation by establishing a structured framework for bid evaluation. Bids are assessed comprehensively, considering factors like cost, quality, and alignment with project requirements. The selection process aims to identify the most qualified bidder, promoting economic growth and opportunities within the Navajo Nation community. Eligible bids will follow the evaluation criteria below:

- **Qualification and Experience (20 Points)**
- **Project Plan (15 Points)**
- **Economic Development (30 Points)**
- **Navajo Preference (10 Points)**
- **Financial Qualifications (15 Points)**
- **Insurance (10 Points)**

### **4.4 Volume Incentives**

Volume discounts can be presented in response to the RFP. Given the scope of 78 towers or more (36 structures for Phase 1), and each could be assigned separately, provide incentives for volume assignments. Include a detailed pricing model with discounts based on the number of towers, service enhancements, and economic



benefits for the Navajo Nation. Highlight your ability to scale operations and manage multiple assignments efficiently. Pricing Structure: Detailed pricing model that includes discounts or adjustments based on the number of towers assigned.

Service Enhancements: Additional services or enhancements offered as the volume of assigned work increases.

Economic Benefits: Economic benefits for the Navajo Nation through volume-based incentives, such as expedited timelines, reduced costs, or improved resource allocation.

Scalability and Capability: Ability to scale operations and manage multiple simultaneous assignments efficiently.

#### **4.5 Technical Acceptance Compliance**

By responding to this RFP, the proposer agrees to fully accept and comply with all technical specifications and the scope of work as detailed in the RFP.

Complete Compliance: Affirmation of meeting all technical specifications and scope requirements.

Exceptions and Deviations: Detailed specification of any deviations from the RFP standards, including justifications and proposed solutions.

**Evaluation Criteria:** Points will be assigned based on completeness, feasibility, and adherence to the specified requirements of the proposal.

This section also provides the Navajo Nation with the initial acceptance of the proposal before the cost proposal is opened. Once the proposer is accepted as reliable, the cost and any economic benefits brought to the Navajo Nation will be evaluated, including discretionary matching funding or economic development opportunities.

## 5.0 Cost Proposal

This section outlines the cost proposal for each of the two phases specified in the project. Each tower will be treated as a separate cost entity, allowing for precise budgeting and cost allocation.

### 5.1 Cost Proposal Format:

Proposers must submit cost proposal in the provided table cost format in annex 6.5. This format includes information such as the project ID, project name, tower height and project phase. Proposer shall provide the costs for the items described in the table.

#### 5.1.1 Itemized Cost Breakdown:

- **Engineering (Optional):** Complete Engineering including Site Survey, Site Selection, Geotechnical and Resistivity test, Final Engineering with Construction Drawings ready for implementation
- **Structure Materials:** All material required for the structure including Steel and all accessories, cable ladders, climbing ladder and safety system, lighting rods, lighting system (if applicable (based on locations), tower template, anchors bolts, etc.
- **Pier Foundation (Option 1):** Pier Foundation including all materials, labor and equipment required (assumption of Standard/Normal Soil)
- **Mat+Pier Foundation (Option 2):** Mat + Pier Foundation including all materials, labor and equipment required (assumption of Standard/Normal Soil)
- **Mat Foundation (Option 3):** Mat Foundation including all materials, labor and equipment required (assumption of Hard/Rocky Soil)
- **Structure Erection:** All labor and equipment for a complete structure erection
- **Landscaping and Fencing 50'x50' site plan:** Includes all labor and materials for a 50'x50' site plan, including fencing
- **Standard Grounding for 100x100 site:** Includes all labor and materials for a 100'x100' site plan, including fencing
- **Tower Material Shipping Cost:** Includes tower materials and anchor bolts
- **Standard Grounding for 50x50 site:** Includes all labor and Material for standard grounding (rod-based grounding) for a 50x50 site plan
- **Standard Grounding for 100x100 site:** Includes all labor and Material for standard grounding (rod-based grounding) for a 100x100 site plan

- **Chem\_ rods Based Grounding for 50x50 site:** Includes all labor and Material for chem-rod based grounding for a 50x50 site plan
- **Chem\_ rods Based Grounding for 100x100 site:** Includes all labor and Material for chem-rod based grounding for a 100x100 site plan
- **Material Shipping Cost:** Includes shipping cost from structure material, landscaping and fencing material, foundation material (depending on assumption made), grounding material and chem-rods base grounding material.
- **Project Management:** Includes project management cost and any other related cost to project logistics
- **Bidding:** Proposer must check the box in the template of the towers that will be bidding on.

## **6.0 Annexes**

This section includes additional annexes and supporting documents to complement the proposal submission.

### **6.1 New Proposed Sites List**

A comprehensive list of all proposed new tower sites is provided, including detailed site descriptions, geographic coordinates, and any relevant information regarding access, utilities, or existing infrastructure. The towers will be constructed in two phases. Phase 1, which includes 36 towers, is the primary focus of this RFP; however, bidders are encouraged to address the full list of towers in their proposals.

### **6.2 Map**

A detailed map outlines the proposed tower sites, surrounding areas, access routes, and key geographical features, based on a comprehensive engineering feasibility study. This study considers existing telecommunications infrastructure, access roads, power availability, and other site-specific factors to optimize deployment costs. While these initial tower locations are the result of thorough engineering assessments, they may be adjusted due to unforeseen field conditions, coverage requirements, or other factors encountered during final engineering and implementation.

### **6.3 Generic Tower Elevation and Site Plan**

The simplified Construction Drawings shows the generic tower elevation, site plan, grounding plan and other information used to understand the scope of work.

### **6.4 Generic Tower Loading**

The table shows the tower loading for dimensioning and design of the structure.

### **6.5 Summarized Cost Table**

Bidder shall use the attached cost table to provide cost information. Provide one cost table for option 50'x50' site plan and one for 100'x100' site plan option.

### **6.6 RFP Response Template**

Bidder shall use the obligatory RFP response template for the RFP submission.

## 6.7 Small Project Contract

Sample template outlines the proposed terms and conditions for the agreement between the NNBO and the selected bidder.

## 6.8 Purpose of Annexes

**Enhanced Understanding:** The annexes provide additional context and information to enhance the evaluators' understanding of the proposal.

**Visual Representation:** Maps and site lists offer visual representations of the proposed project locations, aiding in the assessment of feasibility and logistical considerations.

**Comprehensive Documentation:** By including relevant documents and information as annexes, proposers ensure the completeness and thoroughness of their submissions.

## **6.1 Annex - New Proposed Sites List**

Project ID	FullName	Short Name	Latitude	Longitude	Tower height	Chapter Location	Phase
1	DEI-1_Bird Springs Chapter	DEI-1	35.305258	-110.6973846	180	Bird Springs Chapter	1
2	DEI-2_Tonalea Chapter	DEI-2	36.45278	-111.027656	180	Tonalea Chapter	1
5	DEI-5_Tselani Chapter	DEI-5	35.9556863	-109.8404045	180	Tselani Chapter	1
8	DEI-8_Oljato Chapter	DEI-8	36.9487773	-110.2240662	180	Oljato Chapter	1
9	DEI-9_Dennehotso Chapter	DEI-9	36.70816195	-110.0411366	180	Dennehotso Chapter	1
12	DEI-12_Mexican Water Chapter	DEI-12	36.8823032	-109.6255198	180	Mexican Water Chapter	1
13	DEI-13_Sweetwater Chapter	DEI-13	36.8821697	-109.3101987	180	Sweetwater Chapter	1
15	DEI-15_Chinle Chapter	DEI-15	36.2070679	-109.4124722	180	Chinle Chapter	1
16	DEI-16_Nazlini Chapter	DEI-16	35.9916448	-109.6008183	180	Nazlini Chapter	1
19	DEI-19_Dilcon Chapter	DEI-19	35.2515188	-110.3738155	180	Dilcon Chapter	1
21	DEI-21_Becenti Chapter	DEI-21	35.8654264	-108.174994	180	Becenti Chapter	1
22	DEI-22_Burnham Chapter	DEI-22	36.2280038	-108.2822946	180	Burnham Chapter	1
33	DEI-33_Shiprock Chapter	DEI-33	36.5860713	-108.6995948	180	Shiprock Chapter	1
36	DEI-36_Oljato Chapter	DEI-36	37.1479905	-110.0829275	180	Oljato Chapter	1
38	DEI-38_Teec Nos Pos Chapter	DEI-38	37.0047699	-109.1735015	180	Teec Nos Pos Chapter	1
39	DEI-39_Kaibeto Chapter	DEI-39	36.6915939	-110.9713479	180	Kaibeto Chapter	1
41	DEI-41_Indian Wells Chapter	DEI-41	35.2812532	-110.0593439	180	Indian Wells Chapter	1
42	DEI-42_Bird Springs Chapter	DEI-42	35.185665	-110.817815	180	Bird Springs Chapter	1
44	DEI-44_Leupp Chapter	DEI-44	35.30218639	-111.1912886	180	Leupp Chapter	1
45	DEI-45_Tolani Lake Chapter	DEI-45	35.5739186	-111.1054102	180	Tolani Lake Chapter	1
48	DEI-48_Chilchinbeto Chapter	DEI-48	36.5855135	-110.1219914	180	Chilchinbeto Chapter	1
49	DEI-49_Rough Rock Chapter	DEI-49	36.4427597	-109.6770607	180	Rough Rock Chapter	1
50	DEI-50_Rock Point Chapter	DEI-50	36.569431	-109.6835434	180	Rock Point Chapter	1
51	DEI-51_Dennehotso Chapter	DEI-51	36.6583273	-109.7938677	180	Dennehotso Chapter	1
55	DEI-55_Coyote Canyon Chapter	DEI-55	35.7781946	-108.5803697	180	Coyote Canyon Chapter	1
56	DEI-56_Tohatchi Chapter	DEI-56	35.933056	-108.4908727	180	Tohatchi Chapter	1
57	DEI-57_Teesto Chapter	DEI-57	35.4933065	-110.611845	180	Teesto Chapter	1
59	DEI-59_Jeddito Chapter	DEI-59	35.69218	-110.21375	180	Jeddito Chapter	1
60	DEI-60_Ganado Chapter	DEI-60	35.6373052	-109.5365337	180	Ganado Chapter	1
62	DEI-62_Coalmine Mesa Chapter	DEI-62	35.822337	-111.00133	180	Coalmine Mesa Chapter	1
63	DEI-63_Tuba City Chapter	DEI-63	36.2420186	-111.0288995	180	Tuba City Chapter	1
64	DEI-64_LeChee Chapter	DEI-64	36.7775919	-111.2908369	180	LeChee Chapter	1
69	DEI-69_Nageezi	DEI-69	36.21019901	-107.8327547	180	May be Outside Chapter Boundary	1
73	DEI-73_Ramah	DEI-73	34.96589565	-108.4300245	180	May be Outside Chapter Boundary	1
74	DEI-74_Nahatadzil Chapter	DEI-74	35.02607566	-109.2665531	180	Nahatadzil Chapter	1
75	DEI-75_Tuba City Chapter	DEI-75	36.12738911	-111.2905452	180	Tuba City Chapter	1
3	DEI-3_Tselani Chapter	DEI-3	36.02486012	-109.8722451	180	Tselani Chapter	2
4	DEI-4_Chinle Chapter	DEI-4	36.040869	-109.3640604	180	Chinle Chapter	2
6	DEI-6_Inscription House Chapter	DEI-6	36.57777525	-110.8048078	180	Inscription House Chapter	2
7	DEI-7_Kayenta Chapter	DEI-7	36.8092801	-110.2283391	180	Kayenta Chapter	2
10	DEI-10_Dilcon Chapter	DEI-10	35.3519269	-110.4565073	180	Dilcon Chapter	2
11	DEI-11_Dennehotso Chapter	DEI-11	36.9176313	-109.809603	180	Dennehotso Chapter	2
14	DEI-14_Gadii'ahi Chapter	DEI-14	36.8602043	-108.7449967	180	Gadii'ahi Chapter	2
17	DEI-17_White Horse Lake Chapter	DEI-17	35.71360827	-107.7164839	180	White Horse Lake Chapter	2
18	DEI-18_Red Valley Chapter	DEI-18	36.59993593	-108.9362895	180	Red Valley Chapter	2
20	DEI-20_Nahodishgish Chapter	DEI-20	35.7082043	-108.2707483	180	Nahodishgish Chapter	2
23	DEI-23_Crystal Chapter	DEI-23	36.10905136	-108.9994558	180	Crystal Chapter	2
24	DEI-24_Tsaile-Wheatfields Chapter	DEI-24	36.15243418	-109.2901789	180	Tsaile-Wheatfields Chapter	2
25	DEI-25_Lukachukai Chapter	DEI-25	36.4477632	-109.3577502	180	Lukachukai Chapter	2
26	DEI-26_Red Valley Chapter	DEI-26	36.70848511	-109.0491842	180	Red Valley Chapter	2
27	DEI-27_Fruitland Chapter	DEI-27	36.67466801	-108.3582984	180	Fruitland Chapter	2
28	DEI-28_Littlewater Chapter	DEI-28	35.63524993	-108.0241293	180	Littlewater Chapter	2
29	DEI-29_Smith Lake Chapter	DEI-29	35.52946883	-108.1311655	180	Smith Lake Chapter	2
30	DEI-30_	DEI-30	35.56787662	-108.009406	180	May be Outside Chapter Boundary	2
31	DEI-31_Baca Chapter	DEI-31	35.36457114	-107.9237922	180	Baca Chapter	2
32	DEI-32_Sanostee Chapter	DEI-32	36.41798	-108.8766051	180	Sanostee Chapter	2
34	DEI-34_Rock Point Chapter	DEI-34	36.6058616	-109.5806565	180	Rock Point Chapter	2

Project ID	FullName	Short Name	Latitude	Longitude	Tower height	Chapter Location	Phase
35	DEI-35_Chilchinbeto Chapter	DEI-35	36.496381	-109.9639406	180	Chilchinbeto Chapter	2
37	DEI-37_Aneth Chapter	DEI-37	37.19454129	-109.0602113	180	Aneth Chapter	2
40	DEI-40_Klagetoh Chapter	DEI-40	35.46746485	-109.6855615	180	Klagetoh Chapter	2
43	DEI-43_Littlewater Chapter	DEI-43	35.5595574	-107.9146221	180	Littlewater Chapter	2
46	DEI-46_Counselor Chapter	DEI-46	36.05766929	-107.4150149	180	Counselor Chapter	2
47	DEI-47_Rock Point Chapter	DEI-47	36.7740446	-109.6400601	180	Rock Point Chapter	2
52	DEI-52_Tachee Chapter	DEI-52	36.1447167	-110.0928284	180	Tachee Chapter	2
53	DEI-53_Tselani Chapter	DEI-53	36.0659987	-109.7645055	180	Tselani Chapter	2
54	DEI-54_Tachee Chapter	DEI-54	36.21553307	-109.8790599	180	Tachee Chapter	2
58	DEI-58_White Cone Chapter	DEI-58	35.5885953	-110.1901532	180	White Cone Chapter	2
61	DEI-61_Mexican Water Chapter	DEI-61	37.1654561	-109.5760882	180	Mexican Water Chapter	2
65	DEI-65_Many Farms Chapter	DEI-65	36.3281992	-109.4196676	180	Many Farms Chapter	2
66	DEI-66_Forest Lake Chapter	DEI-66	36.27988565	-110.406404	180	Forest Lake Chapter	2
67	DEI-67_Aneth Chapter	DEI-67	37.31887305	-109.083019	180	Aneth Chapter	2
68	DEI-68_	DEI-68	36.38789195	-108.0445082	180	May be Outside Chapter Boundary	2
70	DEI-70_	DEI-70	36.15248889	-107.4690495	180	May be Outside Chapter Boundary	2
71	DEI-71_Red Rock Chapter	DEI-71	35.45572203	-108.8398552	180	Red Rock Chapter	2
72	DEI-72_	DEI-72	35.44727577	-108.7578442	180	May be Outside Chapter Boundary	2
76	DEI-76_Fort Defiance Chapter	DEI-76	35.7001166	-108.9688794	180	Fort Defiance Chapter	2
77	DEI-77_Teesto Chapter	DEI-77	35.43880655	-110.3823765	180	Teesto Chapter	2
78	DEI-78_Red Rock Chapter	DEI-78	35.36802333	-108.779992	180	Red Rock Chapter	2

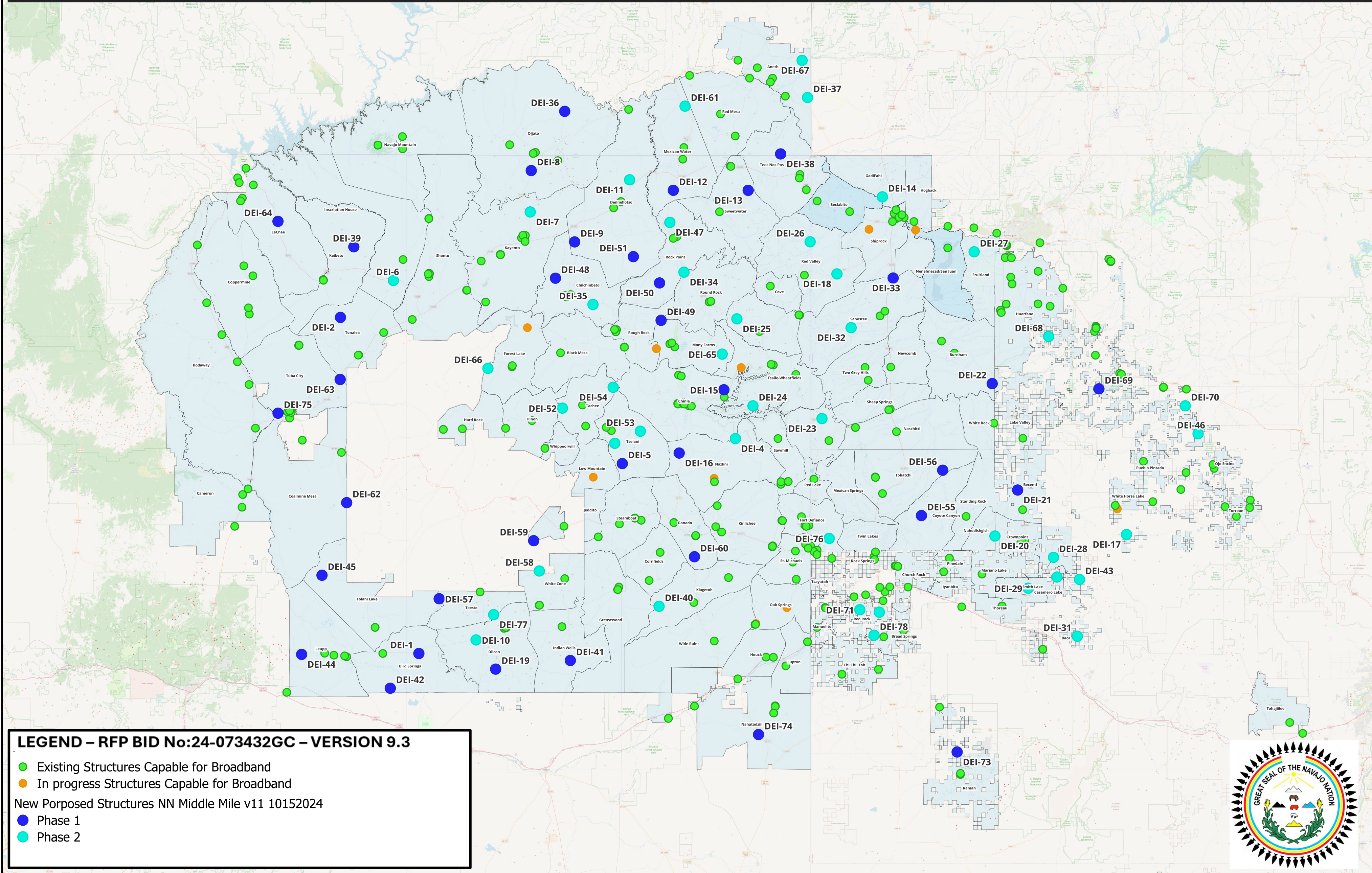


**6.2 Annex – Map**



# ANNEX 6.2 - NN DEI - Navajo Nation New Telecommunications Infrastructure - Structures

## Telecommunications Structures Development RFP for the Navajo Nation RFP BID No: 24-07-3432GC– Version 9.2



**LEGEND – RFP BID No:24-073432GC – VERSION 9.3**

- Existing Structures Capable for Broadband
- In progress Structures Capable for Broadband
- New Porposed Structures NN Middle Mile v11 10152024
- Phase 1
- Phase 2



**Disclaimer:**  
Data Collected up to 2020 and public information available as of today





### **6.3 Annex - Generic Construction Drawing**

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**GENERAL NOTES**

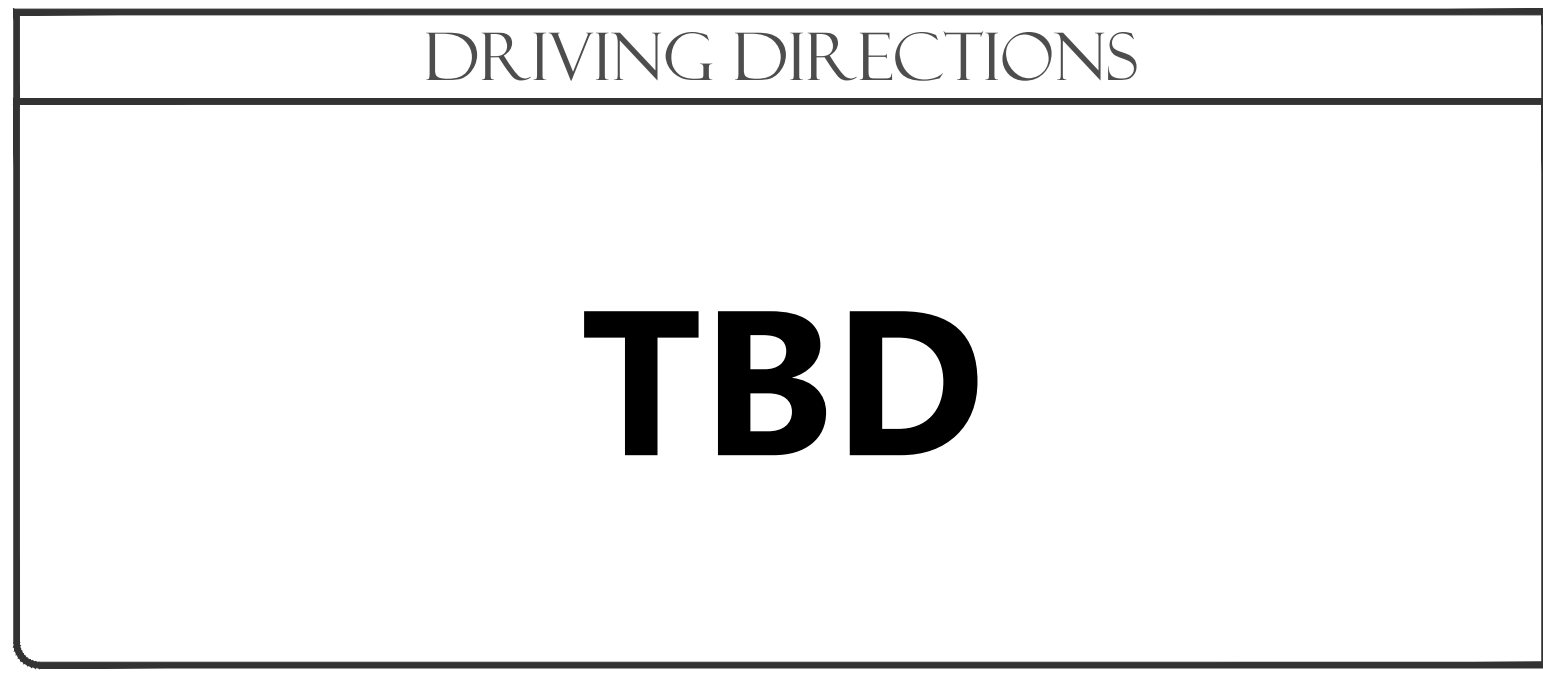
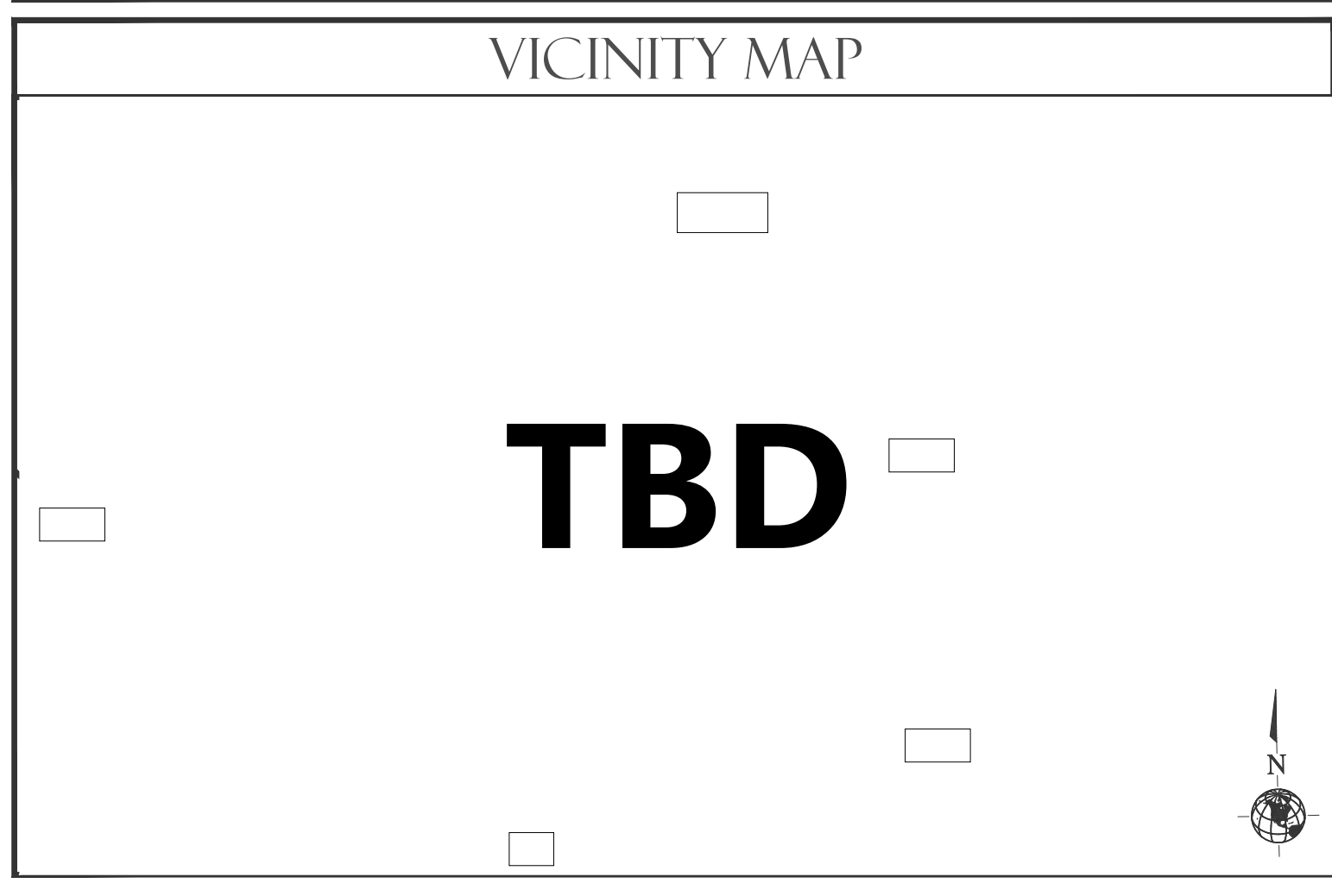
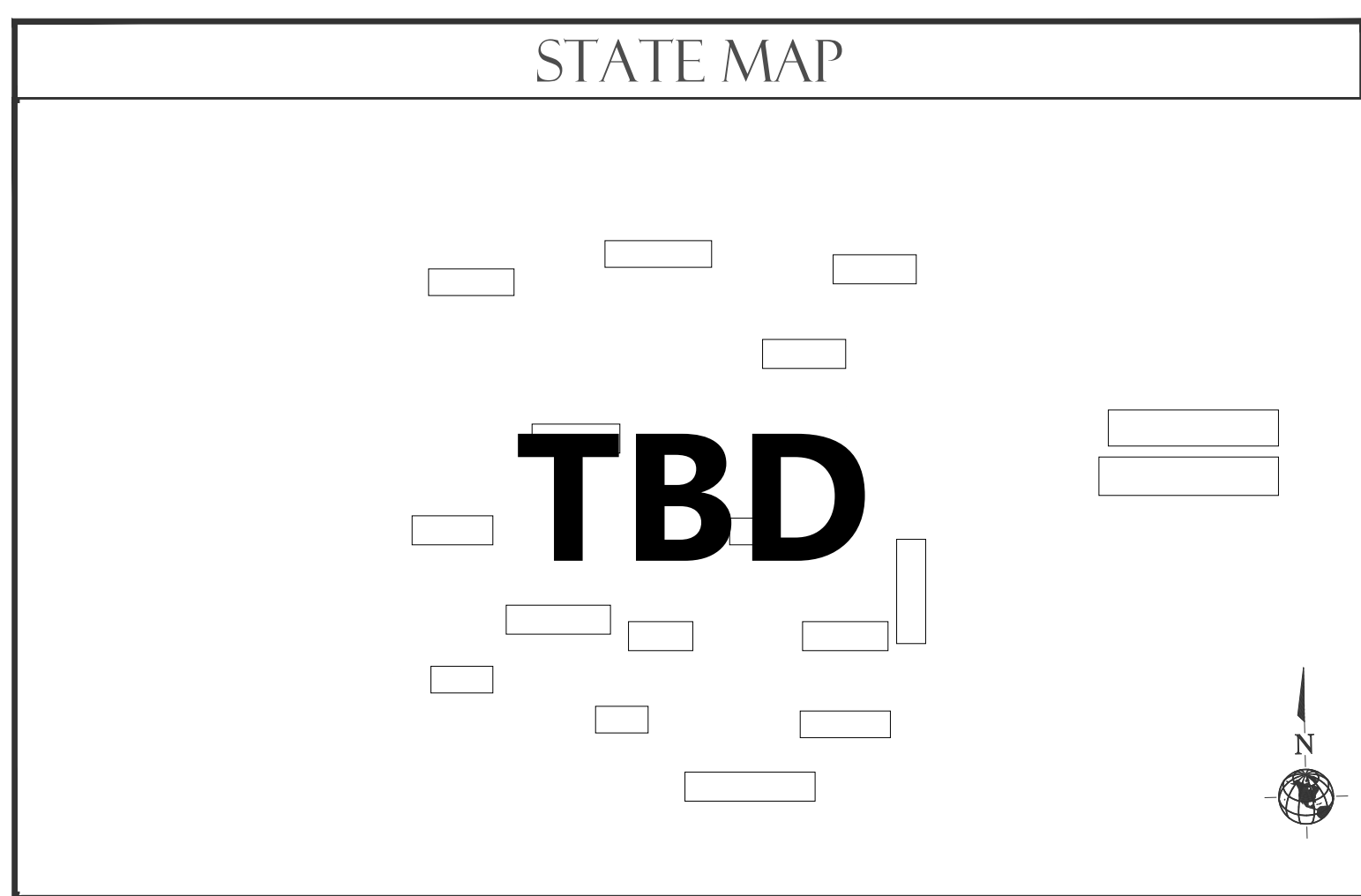
THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT AS SET FORTH IN THE CONSTRUCTION DRAWINGS, CONTRACT DOCUMENTS AND THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF THE CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK UNLESS OTHERWISE DIRECTED.

**CODE COMPLIANCE**

ALL WORK SHALL COMPLY IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING JURISDICTION/AUTHORITY AND APPLICABLE CODE AMENDMENTS.

2021 INTERNATIONAL BUILDING CODE (IBC)  
 2021 INTERNATIONAL PLUMBING CODE (IPC)  
 2021 INTERNATIONAL FUEL GAS CODE (IFGC)  
 2021 INTERNATIONAL MECHANICAL CODE (IMC)  
 2020 NATIONAL ELECTRICAL CODE (NEC)  
 ANSI/TIA-222-H STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS AND SMALL WIND TURBINE SUPPORT STRUCTURES  
 LOCAL BUILDING CODE(S)  
 LOCAL TRIBAL AUTHORITY/CITY AND/OR COUNTY ADDENDA & ADDITIONS

**JURISDICTION: NAVAJO NATION**



**SITE NAME:**  
 TEMPLATE RFP

**ADDRESS:**  
 TBD  
 TBD

**PROJECT TEAM**

**PROJECT OWNER:** TBD

**PROJECT MANAGER:** TBD

**RF ENGINEER:** NAVAJO NATION BROADBAND OFFICE  
 1575E STATE HWY 264  
 TSE BONITO, NEW MEXICO

**CONTACT:** SONIA NEZ, DEPARTMENT MANAGER  
 PHONE: 928-810-9205  
 EMAIL: SONIANEZ@NAVAJO-NSN.GOV

**CIVIL ENGINEER:** Abn ENGINEERING, LLC  
 1337 E. DESERT FLOWER LANE  
 PHOENIX, AZ 85048  
 CONTACT: SANDEEP A. MANE, P.E.  
 PHONE: (480) 213-8524  
 EMAIL: smane@abneng.com

**TOWER OWNER:** TBD

**TOWER MANUFACTURER:** TBD

**UTILITY TABLE**

UTILITY:	PROVIDER:
ELECTRICAL	TBD
TELEPHONE/FIBER	TBD
POLICE	TBD
FIRE	TBD

**APPROVAL BOX**

DEPARTMENT:	SIGNATURE:	DATE:
PROJECT MANAGER		
TOWER REPRESENTATIVE		
LAND OWNER/USER REPRESENTATIVE		
PROJECT MANAGER - AMERICAS		
RF ENGINEER - AMERICAS		

**PROJECT INFORMATION**

**SITE NAME:** TEMPLATE RFP

**SITE ADDRESS:** TBD  
 TBD

**SITE COORDINATES:** TBD

**APPLICANT:** NAVAJO NATION BROADBAND OFFICE  
 1575E STATE HWY 264  
 TSE BONITO, NEW MEXICO

**CONTACT:** SONIA NEZ, DEPARTMENT MANAGER  
 PHONE: 928-810-9205  
 EMAIL: SONIANEZ@NAVAJO-NSN.GOV

**PROPERTY OWNER:** TBD

**APN NUMBER:** TBD

**CURRENT ZONING:** TBD

**CONSTRUCTION TYPE:** VB

**OCCUPANCY:** U

**CURRENT USE:** TRUST LAND

**(N) USE:** UNMANNED TELECOMMUNICATIONS FACILITY

**LEASE AREA:** 50'x50'x7' HIGH

**PROJECT DESCRIPTION**

- INSTALLATION OF NEW 180'-0" TALL SELF-SUPPORT TOWER.
- INSTALLATION OF NEW ANTENNA ARRAYS / MW DISHES.
- INSTALLATION OF NEW 50'X50'X7' CHAIN LINK FENCE WITH RAZOR WIRE & 1' BARBED WIRE ON TOP, AND A 20' WIDE DOUBLE SWING GATES.



**SHEET INDEX**

TITLE:	DESCRIPTION:
T-1	TITLE SHEET & PROJECT INFORMATION
GN-1	GENERAL NOTES
A-1	LEGEND & OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ELEVATION
A-4	CONSTRUCTION DETAILS
G-1	GROUNDING PLAN
G-2	GROUNDING DETAILS
<b>ATTACHMENT:</b>	
DWG	REFER TOWER DESIGN PACKAGE SUPPLIED BY TOWER MANUFACTURER

**SPECIAL INSPECTION**

PURSUANT TO CHAPTER 17 OF THE INTERNATIONAL BUILDING CODE AND PROJECT REQUIREMENTS, THE FOLLOWING WORK REQUIRES SPECIAL INSPECTION:

- TOWER FOUNDATION SCOPE - DRILLED PIER OR MAT FOUNDATION
- REINFORCING STEEL AND CONCRETE
- ANCHOR BOLTS AND HIGH STRENGTH BOLTING
- OTHER INSPECTION ITEMS IDENTIFIED IN THE PROJECT RFP
- DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR:
  - THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED TO BE CERTAIN IT CONFORMS WITH THE APPROVED DESIGN DRAWINGS AND SPECIFICATION.
  - THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE ENGINEER. UPON COMPLETION OF THE ASSIGNED WORK THE ENGINEER OR OWNER SHALL COMPLETE AND SIGN THE APPROPRIATE FORMS CERTIFYING THAT TO THE BEST OF HIS KNOWLEDGE THE WORK IS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE.

IT IS HIGHLY RECOMMENDED TO HAVE INSPECTION SCOPE REVIEWED AND APPROVED BY DESIGN ENGINEER OF RECORD (EOR) LISTED ON THESE CONSTRUCTION DRAWINGS. IF DESIGN EOR IS NOT INVOLVED IN INSPECTION REVIEW-APPROVAL PROCESS THEN IT SHALL NOT ASSUME ANY RESPONSIBILITY FOR ANY POTENTIAL CLAIMS THAT MAY ARISE DURING OR AFTER CONSTRUCTION AS A RESULT OF MISUSE OR MISINTERPRETATION OF THESE PLANS. DESIGN EOR MAY CEASE THE RESPONSIBILITY OF DESIGN ENGINEER OF RECORD BASED ON CIRCUMSTANCES.



**PE SEAL**

**DESIGNER:** JN

**LEAD EE:** N/A

**LEAD CE/SE:** SM

**SUBMITTALS**

REV.	DATE	DESCRIPTION	BY
A	8/18/24	REVIEW	SM
B	8/26/2024	COMMENTS	SM
C	8/28/2024	COMMENTS	SM

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO NTUA WIRELESS IS STRICTLY PROHIBITED.

**SITE NAME:**  
 TEMPLATE RFP

**SITE ADDRESS:**  
 LAT: TBD  
 LONG: TBD  
 TBD  
 TBD

**SHEET TITLE:**  
 TITLE SHEET

**SHEET NUMBER:**  
 1-1



**DIVISION 1 - STANDARD PROVISIONS**

**PART 1 GENERAL**

- 1.1 INTENT
- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR THE CONSTRUCTION OF THIS PROJECT.
  - B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED ON BOTH.
  - C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
  - D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
  - E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

**1.2 CONFLICTS**

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATIONS SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. WHICH MAY BE FOUND, SHALL BE SUBMITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
- B. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS.

**1.3 CONTRACTORS AND WARRANTIES**

- A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.

**1.4 STORAGE**

- A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.
- B. G. AND SURPLUS MATERIALS AND SHALL LEAVE HIS WORK EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
- C. INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CEILING.

1. REMOVE ALL TRACES OF SPLASHED MATERIALS FORM ADJACENT SURFACES.
  2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINES, HOSE DOWN THE EXTERIOR THE STRUCTURE.
- C. INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CEILING.
1. REMOVE ALL TRACES OF SPLASH MATERIALS FROM ADJACENT SURFACES.
  2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

**1.6 CHANGE ORDER PROCEDURE**

- A. THE CONTRACTOR, UPON VERBAL REQUEST FROM AMERICAS COMMUNICATIONS SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGES IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO AMERICAS COMMUNICATIONS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT WRITTEN CHANGE ORDER AS DESCRIBED SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

**1.7 RELATED DOCUMENTS & COORDINATION**

- A. GENERAL CONSTRUCTION, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWINGS, ALL COORDINATION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

**1.8 SHOP DRAWINGS**

- A. CONTRACTOR TO SUBMIT SHOP DRAWING AS REQUIRED FOR APPROVAL PRIOR TO FABRICATION.

**1.9 QUALITY ASSURANCE**

- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE ANS/IEA, BUILDING CODE (NEC), UNDERWRITER LABORATORIES APPROVED ELECTRICAL PRODUCTS AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC), AND LIFE SAFETY CODE NFPA.

**1.10 ADMINISTRATION**

- A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THE PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO THE AMERICAS COMMUNICATIONS PRIOR TO THE COMMENCEMENT OF ANY WORK.
- B. PRIOR TO COMMENCING CONSTRUCTION, AMERICAS COMMUNICATIONS SHALL SCHEDULE AN "ON-SITE" MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) THE OWNER, LOCAL TELEPHONE COMPANY, LOCAL POWER COMPANY.
- C. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE OSHA REQUIREMENTS AND ALL CLIENTS SAFETY REQUIREMENTS.
- D. PROVIDE DAILY UPDATES ON SITE PROGRESS, EITHER VERBAL OR WRITTEN.
- E. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
- F. AMERICAS COMMUNICATIONS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND SHELTER PLACEMENTS.

**1.11 INSURANCE AND BONDS**

- A. CONTRACTOR SHALL AT HIS OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND SHALL NOT COMMENCE WITH HIS WORK UNTIL HE HAS PRESENTED A CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE CONTRACTOR WHO SHALL, IN TURN, FORWARD A COPY OF ALL CERTIFICATES TO AMERICAS COMMUNICATIONS.

**1.12 TEMPORARY FACILITIES**

- A. SANITARY: PROVIDE TEMPORARY TOILETS AS REQUIRED BY LOCAL AUTHORITIES. DO NOT USE OWNER FACILITIES.

**DIVISION 2 – SITE WORK AND DRAINAGE**

**PART 1 GENERAL**

**2.1 WORK INCLUDED**

- A. REFER TO THE SURVEY AND ARCHITECTURAL SITE PLAN FOR WORK INCLUDED.

**2.2 RELATED WORK**

- A. CONSTRUCTION FOR BUILDING FOUNDATION
- B. INSTALLATION OF ANTENNA SYSTEM
- C. ERECTION OF FENCE
- D. ACCESS ROAD

**2.3 DESCRIPTIONS**

- A. ACCESS ROAD, TURNAROUNDS AREAS, AND SITES ARE CONSTRUCTED TO PROVIDE A WELL-DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS AND SHALL COMPLY WITH LOCAL DEPARTMENT OF TRANSPORTATION STANDARDS.

**2.4 QUALITY ASSURANCE**

- A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION (USE AS NEEDED).
- B. VEGETATION AND LANDSCAPING, IF REQUIRED WITH THE CONTRACT, WILL BE PLACED AND MAINTAINED AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.

**2.5 SEQUENCING**

- A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
- B. THE COMPLETE ROAD AND SITE AREA WILL BE CLEARED OF HEAVY GROWTH OF GRASS, TREES, SHRUBS AND TOPSOIL PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB-BASE MATERIALS.
- C. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ALONG ACCESS DRIVE.
- D. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.
- E. APPLY SOIL HERBICIDE PRIOR TO PLACING BASE MATERIALS.
- F. IF REQUIRED GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREA IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE COURSE ELEVATION. WATER TO ENSURE GROWTH.
- G. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.
- H. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL HERBICIDE TO THE STONE SURFACES.

**2.6 WARRANTY**

- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS: THE CONTRACTOR SHALL REPAIR ALL DAMAGE OF SURROUNDING PROPERTY CAUSED BY CONSTRUCTION.
- B. SOIL HERBICIDE APPLICATION WILL GUARANTEE VEGETATION FREE ROAD AND SITE AREA FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- C. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

**2.7 MATERIALS**

- A. ROAD AND SITE MATERIALS; FILL MATERIAL – ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH LOCAL DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- B. SOIL HERBICIDE SHALL BE EPA REGISTERED OF LIQUID COMPOSITION AND OF PRE-EMERGENCE DESIGN.
- C. SOIL STABILIZER FABRIC SHALL BE MIRAFI – 500X OR APPROVED EQUAL.
- D. REFER TO SOILS REPORT FOR FURTHER OR OVERRIDING SPECIFICATIONS WHEN APPLICABLE.

**2.8 EQUIPMENT**

- A. COMPACTION SHALL BE ACCOMPLISHED BY MECHANICAL MEANS.
  1. LARGER AREAS ALL SHALL BE COMPACTED BY SHEEPS FOOT, VIBRATORY OR RUBBER TIRED ROLLERS WEIGHING AT LEAST FIVE TONS.
  2. SMALLER AREAS SHALL BE COMPACTED BY POWER – DRIVER, HAND HELD TAMPERS.
  3. REFER TO SOILS REPORT FOR FURTHER OR OVERRIDING SPECIFICATIONS WHEN APPLICABLE.

**PART 3 EXCAVATION**

**2.9 INSPECTIONS**

- A. LOCAL BUILDING INSPECTION SHALL RECEIVE ADEQUATE NOTIFICATION IN ADVANCE OF CONCRETE POURS.

**2.10 PREPARATION**

- A. CLEAR TREES, BRUSH AND DEBRIS FROM SITE AREA AND ACCESS ROAD RIGHT OF WAY (IF REQUIRED).
- B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS CLEAR SITE OF ORGANIC MATERIAL TO MINIMUM OF SIX INCHES BELOW ORIGINAL GROUND LEVEL.
- C. UNLESS OTHERWISE INSTRUCTED BY THE OWNER, REMOVE TREES, BRUSH, AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL OR PER LOCAL REGULATIONS.
- D. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, PROOF ROLL THE SOIL.
- E. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, COVER CLEARED AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

**2.11 INSTALLATION**

- A. THE SITE AND TURNAROUND AREAS SHALL BE AT THE SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS. GRADE OR FILL THE SITE AND ACCESS ROAD AS REQUIRED IN ORDER THAT THERE IS EVEN DISTRIBUTION OF SPOILS RESULTING FROM FOUNDATION EXCAVATIONS. THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM FINISHED GRADES OR SLOPES, INDICATED.
- B. IF ANY EXCESS SPOILS WILL BE CLEARED FROM JOB SITE AND NOT SPREAD BEYOND THE LIMITS OF AMERICAS COMMUNICATIONS LEASED PROPERTY UNLESS AUTHORIZED BY OWNER.
- C. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION TO PERMIT USE. COMPACTION SHALL BE DONE DURING CONSTRUCTION OF THE SITE.
- D. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
- E. THE CONTRACT SHALL BE ASSUMED TO INCLUDE GRADING, BANKING, DITCHING, AND UNLESS OTHERWISE INDICATED, COVERING WITH TWO INCHES OF SURFACE COURSE ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE OWNER SITE, COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THROUGHFARE.
- F. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
- G. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MAXIMUM OF FOUR INCHES BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.
- H. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES NOR CULVERTS BE PLACED SO THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SITE. IF OWNER DESIGNS OR ELEVATIONS CONFLICT WITH HIS GUIDANCE, THE OWNER SHOULD BE ADVISED IMMEDIATELY.
- I. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS BY WATERING UP TO THE POINT RELEASE FROM THE CONTRACT. CONTINUE TO RE-WORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

**2.12 FIELD QUALITY CONTROL**

- A. COMPACTION SHALL BE AT LEAST 95% OF MAXIMUM DENSITY AND WITHIN 2% OF OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE.
- B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE AND SECURED TO 2 INCH X 2 INCH X 4 FOOT WOODEN STAKES EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.
- C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.
- D. REFER TO SOILS REPORT FOR FURTHER OR OVERRIDING SPECIFICATIONS WHEN APPLICABLE.

**DIVISION 3 – FENCE**

**PART 1 GENERAL**

**3.1 WORK INCLUDED**

- A. REFER TO THE SITE PLAN FOR SIZE AND LOCATION OF FENCE AND GATES TO BE INSTALLED.

**3.2 RELATED WORK**

- A. COORDINATE FENCE GROUNDING WITH ELECTRICAL CONTRACTOR.
- B. REFER TO DIVISION 2 – CONCRETE FOR SPECIFICATION OF CONCRETE AND GROUT.
- C. REFER TO SITE PLAN FOR APPLICABLE LOCATIONS OF ACCESS ROAD GATES.

**3.3 DESCRIPTION**

- A. A SECURITY FENCE IS PROVIDED IN ORDER TO INHABIT UNAUTHORIZED ACCESS TO THE SITE AREA.

**3.4 QUALITY ASSURANCE**

- A. ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL BE NOT LESS THAN 1 OUNCE PER SQUARE FOOT OF MATERIAL COVERED, ASTM A392, CLASS 1. POSTS SHALL BE HOT-DIPPED IN GRADE "E" ZINC, 1.8 OUNCES PER SQUARE FOOT.

**3.5 SEQUENCING**

- A. IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION PRIOR TO FENCE CONSTRUCTION, FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SURFACE COURSE.

**PART 2 PRODUCTS**

**3.6 FENCE MATERIAL**

- A. ALL FABRIC WIRE, RAILS, POLES, HARDWARE AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.
- B. FABRIC SHALL BE EIGHT-FOOT HIGH, TWO-INCH CHAIN LINK MESH OF NO. 9 GAUGE OF (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP AND BOTTOM SELVAGES, FABRIC SHALL CONFORM THE SPECIFICATIONS OF ASTM A-392 CLASS 1.
- C. BARBED WIRE SHALL BE DOUBLE-STRAND, 12-1/2 GAUGE TWISTED WIRE, WITH 14 GAUGE 4 POINT ROUND BARBS SPACED ON FIVE-INCH CENTERS.
- D. ALL POST SHALL BE SCHEDULE – 40 GALVANIZED STEEL PIPE AND AND SHALL BE ASTM F1083, TYPE 1.
- E. GATEPOSTS SHALL BE EXTENDED 12 INCHES, INCLUDING DOME CAP, TO PROVIDE FOR ATTACHMENT OF BARBED WIRE.
- F. ALL TOP AND BRACE RAILS SHALL BE 1 5/8" DIAMETER SCHEDULE – 40 PIPE. FRAMES SHALL HAVE WELDED CORNERS.
- G. GATE FRAMES SHALL BE A FULL – WIDTH HORIZONTAL BRACE, WELDED WITH 3 COATS COLD GALVANIZED TO CLEANED SURFACES.
- H. GATE HINGES SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 6409, DEGREE ATTACHMENT.
- I. THE GUIDE (LATCH ASSEMBLY) SHALL BE MERCHANT'S METAL MODEL 2083.
- J. LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.
- K. ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN HTE OPEN POSITION.
- L. DOUBLE GATES SHALL HAVE A FULL HEIGHT PLUNGER BAR WITH DOME CAP 1.
- M. A NO. 9 GAUGE ZINC COATED MARCELLED TENSION WIRE ASTM A824, TYPE LL, SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNERS AND GATE POSTS.
- N. STRETCHER BARS SHALL BE HOT DIPPED GALVANIZED STEEL 3/16" X 3/4" OR HAVE EQUIVALENT CROSS SECTIONAL AREA.
- O. ALL CORNER GATE AND END PANELS SHALL HAVE A 3/8 INCH TRUSS ROD WITH TURNBUCKLES IF LONGER THAN 50'.
- P. ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAPE AND BARBED WIRE SUPPORTING ARM. GATE POSTS SHALL HAVE A DOPE CAP.
- Q. OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO TIE CLIPS, BAND CLIPS AND TENSION BAND CLIPS IN CONFORMANCE WITH CLFM MANUAL.
- R. BARBED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.
- S. BARBED WIRE SUPPORT ARMS SHALL BE PRESSED STEEL OR CAST IRON, ASTM F626, WITH SET BOLT LOCK WIRE IN THE ARM.
- T. ALL CAPS SHALL BE FABRICATED FROM PRESSED STEEL OR CAST STEEL, ASTM F626, OR ALUMINUM.

**3.7 EQUIPMENT**

- A. ALL POST HOLE EXCAVATION WILL BE BY USE OF MECHANICAL AUGER EQUIPMENT.

**PART 3 EXECUTION**

**3.8 INSPECTION**

- A. TO CONFIRM PROPER DEPTH AND DIAMETER OF THE POST HOLE EXCAVATIONS. ALL POST HOLES WILL BE EXCAVATED AS PER CONSTRUCTION DOCUMENTS.

**3.9 INSTALLATION**

- A. INSTALL FENCE TO COMPLY WITH ASTM F567.
- B. ALL FENCE POSTS SHALL BE SET IN A VERTICAL POSITION PLUMB AND IN-LINE.
- C. POST FOUNDATIONS SHALL HAVE A MINIMUM SIX-INCH CONCRETE COVER UNDER POST.
- D. AT CORNER POSTS, GATE POSTS AND SIDES OF GATE, FRAME FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND – CLIPS AT 15 INCH INTERVALS.
- E. AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH TIE-CLIPS AT 15 INCH INTERVALS.
- F. FABRIC SHALL BE ATTACHED TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH TIE-CLIPS AT TWO FOOT INTERVALS.
- G. A MAXIMUM GAP OF 2" WILL BE PERMITTED BETWEEN THE CHAIN LINK FABRIC AND THE FINAL GRADE.
- H. GATES SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.
- I. GATE HINGE BOLTS SHALL HAVE THEIR THREADS PEENED OR WELDED TO PREVENT UNAUTHORIZED REMOVAL.
- J. CONCRETE STRENGTH TO BE A MINIMUM OF 2,500 PSI.

**BUILDING CODE:**

2018 EDITION OF THE INTERNATIONAL BUILDING CODE.

**FOUNDATIONS:**

CONTINUOUS FOOTINGS SHALL BEAR ON FIRM, UNDISTURBED SOIL 18" MIN. BELOW LOWEST ADJACENT FINISHED GRADE WITHIN 5 FEET. DESIGN SOIL BEARING VALUE = 4,500 PSF.

GEOTECHNICAL REPORT BY WESTERN TECHNOLOGIES, INC., JOB # 3120J5074-S DATED SEPTEMBER 24, 2020.

**CONCRETE:**

GENERAL:  
REFER STRUCTURAL DRAWINGS PROVIDED BY OTHERS.

MINIMUM 4,000 PSI GRADE.

ALL CAST-IN-PLACE CONCRETE CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE ACI MANUAL OF CONCRETE CONSTRUCTION. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED FOR CONCRETE WITHOUT PLASTICIZER, MAXIMUM SLUMP 4 1/2" AT POINT OF PLACEMENT. IF PLASTICIZER IS USED, A HIGHER FINAL SLUMP MAY BE ALLOWED UPON STRUCTURAL ENGINEER'S APPROVAL.

THE EMBEDMENT OF CONDUITS, PIPES SLEEVES, ETC. OF ANY MATERIAL SHALL NOT BE PERMITTED WITHIN ANY CONCRETE STRUCTURAL ELEMENT WITHOUT THE EXPRESSED APPROVAL OF THE STRUCTURAL ENGINEER.

FLY ASH SHALL BE LIMITED TO 18% OF CEMENTITIOUS MATERIALS AND SHALL HAVE A REPLACEMENT FACTOR OF 1.2 RELATIVE TO CEMENT REPLACED. NO FLY ASH ADDITIVES SHALL BE USED IN FLATWORK OR ARCHITECTURALLY EXPOSED CONCRETE.

**REINFORCING:**

ALL REINFORCING PER CRSI SPECIFICATIONS AND HANDBOOK. ASTM A615 (Fy = 60 KSI / GRADE 60) DEFORMED BARS FOR ALL BARS #5 AND LARGER. ASTM A615 (Fy = 40 / GRADE 40) DEFORMED BARS FOR ALL BARS #4 AND SMALLER. LATEST ACI CODE AND DETAILING MANUAL APPLY. CLEAR CONCRETE COVERAGE AS FOLLOWS:

CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
EXPOSED TO EARTH OR WEATHER	1 1/2"
FLAT SLAB	3/4"

ALL OTHER PER LATEST EDITION OF ACI 318

ALL REINFORCING SHALL BE CHAIRED TO ENSURE PROPER CLEARANCES. SUPPORT OF FOUNDATION REINFORCING MUST PROVIDE ISOLATION FROM MOISTURE/CORROSION BY USE OF A PLASTIC OR CONCRETE CHAIR. DUCT-TAPE COVERED REINFORCING IS NOT AN ACCEPTABLE CHAIR.

ALL DIMENSIONS REFERENCED IN DRAWINGS AS "CLEAR" SHALL BE FROM FACE OF STRUCTURE TO EDGE OF REINFORCING, AND SHALL NOT BE LESS THAN STATED, NOR GREATER THAN "CLEAR" DIMENSION PLUS 3/8". ALL OTHERS SHALL BE PLUS OR MINUS 1/4" TYPICAL.

FIELD BENDING OR STRAIGHTENING OF DEFORMED BARS SHALL BE LIMITED TO #5 BARS AND SMALLER AND SHALL BE FIELD BENT OR STRAIGHTENED ONLY ONCE. ANY BEND SHALL BE LIMITED TO 90 DEGREES.

**LAP SPLICES IN CONCRETE:**

ALL SPLICE LOCATION SUBJECT TO APPROVAL BY THE STRUCTURAL ENGINEER. PROVIDE BENT CORNER BARS TO MATCH AND LAP WITH HORIZONTAL BARS AT ALL CORNERS AND INTERSECTIONS PER FOUNDATION PLAN. REINFORCING BAR SPACING SPECIFIED ARE MAXIMUMS. SECURELY TIE ALL BARS IN LOCATION BEFORE PLACING CONCRETE.

LAP SPLICES SHALL BE CLASS "B" TENSION LAP SPLICES PER LATEST EDITION OF ACI 318. STAGGER SPLICES A MINIMUM OF ONE LAP LENGTH.

LAPS IN WELDED WIRE FABRIC SHALL BE MADE SO THAT THE OVERLAP, MEASURED BETWEEN OUTERMOST CROSS WIRES OF EACH FABRIC SHEET, IS NOT LESS THAN THE SPACING OF CROSS WIRES PLUS 2 INCHES.

**GENERAL NOTES:**

THE STRUCTURAL CONSTRUCTION DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. THE STRUCTURAL ENGINEER OF RECORD SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES FOR PROCEDURE OF CONSTRUCTION, OR THE SAFETY PRECAUTIONS AND THE PROGRAMS INCIDENT THERETO (NOR SHALL OBSERVATION VISITS TO THE SITE INCLUDE INSPECTION OF THESE ITEMS).

WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDA. ANY ENGINEERING DESIGN, PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW, SHALL BEAR THE SEAL OF A REGISTERED ENGINEER RECOGNIZED BY THE BUILDING CODE JURISDICTION OF THIS PROJECT.

NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL STRUCTURAL NOTES AND SPECIFICATIONS. THE GREATER REQUIREMENTS SHALL GOVERN.

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION. RESOLVE ANY DISCREPANCY WITH THE DESIGNER. ESTABLISHED AND VERIFY ALL OPENINGS AND INSERT FOR ARCHITECTURAL, CIVIL, MECHANICAL, PLUMBING AND ELECTRICAL ITEMS WITH THE APPROPRIATE TRADE DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.

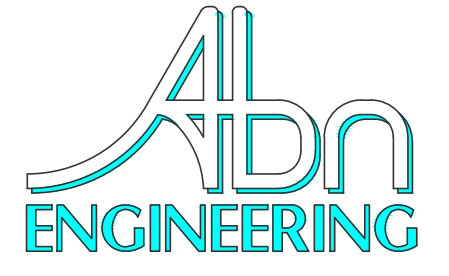
CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED CONSTRUCTION. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT.

**SPECIAL INSPECTIONS:**

REFER SHEET T-1



NAVAJO NATION BROADBAND OFFICE  
1575E STATE HWY 264  
TSE BONITO, NEW MEXICO



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PHOENIX, AZ 85048  
PHONE: (480) 213-8524

PE SEAL

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LEAD CE/SE: [Signature]

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






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GENERAL NOTES

SHEET NUMBER  
GN-1



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NORTH ARROW

ANTENNA

GROUND ACCESS WELL

GROUND ROD

GROUND BUS BAR

MECHANICAL GRND. CONN.

EXOTHERMIC WELD

ELECTRIC BOX

TELEPHONE BOX

LIGHT POLE

FND. MONUMENT

SPOT ELEVATION

SET POINT

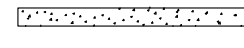


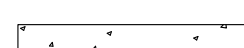


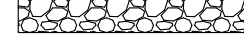
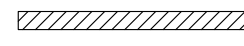
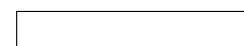

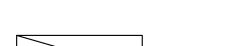

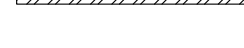

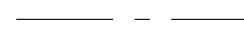
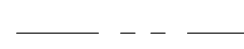




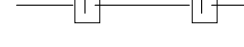
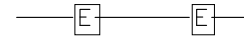
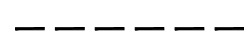



REVISION

KEYED NOTE

DETAIL REFERENCE

ELEVATION REFERENCE

SECTION REFERENCE

GROUT OR PLASTER

EXISTING BRICK

EXISTING MASONARY

CONCRETE

EARTH

GRAVEL

PLYWOOD

SAND

WOOD CONT.

WOOD BLOCKING

STEEL

CENTERLINE

PROPERTY/LEASE LINE

RIGHT OF WAY

MATCH LINE

WORK POINT

GROUND CONDUCTOR

TELEPHONE CONDUIT

ELECTRICAL CONDUIT

COAXIAL CABLE

OVERHEAD SERVICE CONDUCTORS

CHAIN LINK FENCING

RET (REMOTE ELECTRICAL TILT)

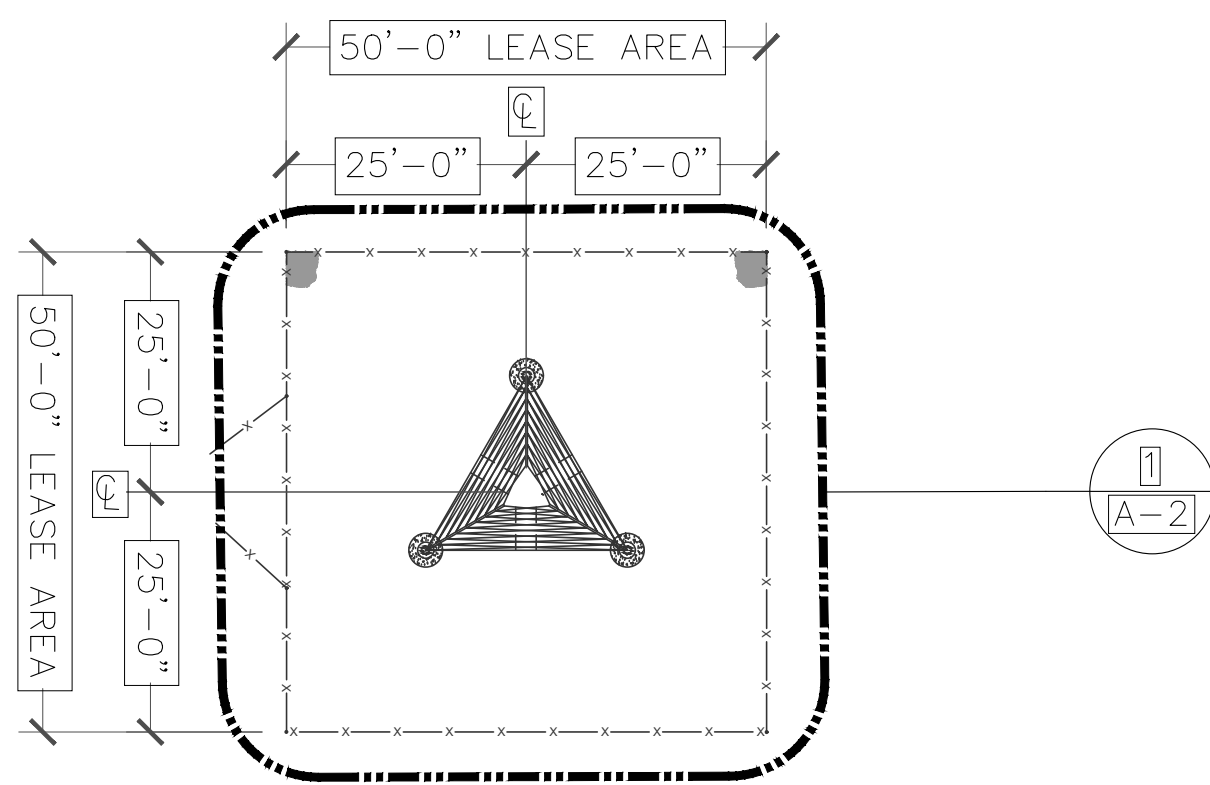

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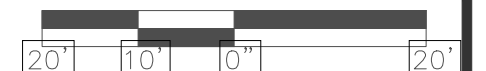
SHEET TITLE  
[LEGEND & OVERALL SITE PLAN]

SHEET NUMBER  
[A-1]

LEGEND

OVERALL SITE PLAN

22"x34" SCALE: 1" = 20'-0"  
11"x17" SCALE: 1" = 40'-0"







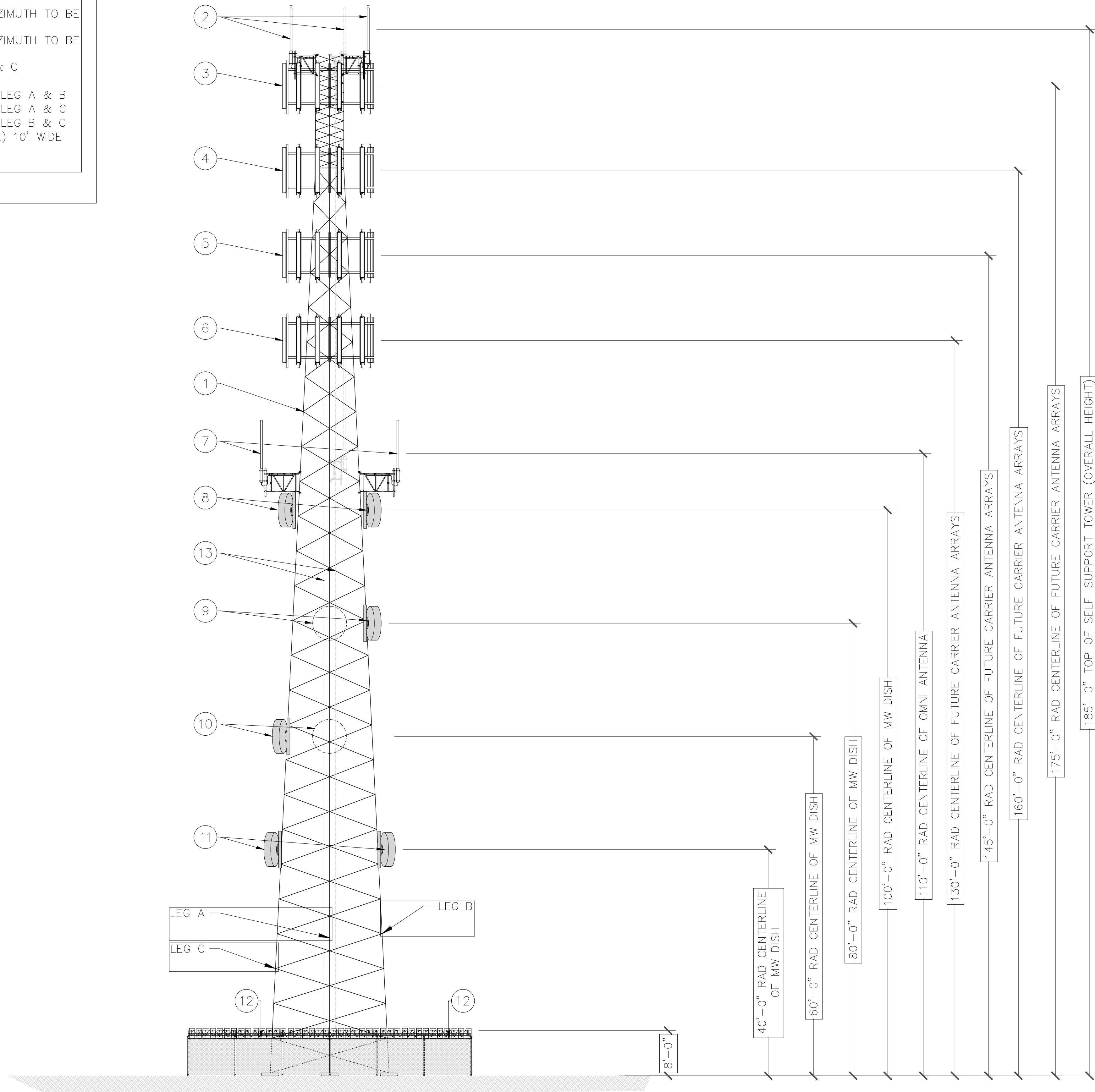
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ELEVATION KEY NOTES: #

1. (N) 180'-0" SELF-SUPPORT TOWER
2. (N) (3) - 10' OMNI ANTENNAS (10') ON STANDOFFS MOUNTED @ 185'-0" RAD CENTERLINE ON LEG A, B & C
3. (N) (3) SECTORS - 10' ENVELOPE, TOTAL LOADING: 200 SQ FT. MOUNTED @ 175'-0" RAD CENTERLINE, AZIMUTH TO BE DETERMINED, REFER TO TOWER DRAWINGS AND RF DESIGN PROVIDED BY OTHERS
4. (N) (3) SECTORS - 10' ENVELOPE, TOTAL LOADING: 200 SQ FT. MOUNTED @ 160'-0" RAD CENTERLINE, AZIMUTH TO BE DETERMINED, REFER TO TOWER DRAWINGS AND RF DESIGN PROVIDED BY OTHERS
5. (N) (3) SECTORS - 10' ENVELOPE, TOTAL LOADING: 200 SQ FT. MOUNTED @ 145'-0" RAD CENTERLINE, AZIMUTH TO BE DETERMINED, REFER TO TOWER DRAWINGS AND RF DESIGN PROVIDED BY OTHERS
6. (N) (3) SECTORS - 10' ENVELOPE, TOTAL LOADING: 200 SQ FT. MOUNTED @ 130'-0" RAD CENTERLINE, AZIMUTH TO BE DETERMINED, REFER TO TOWER DRAWINGS AND RF DESIGN PROVIDED BY OTHERS
7. (N) (3) - 10' OMNI ANTENNAS (10') ON STANDOFFS MOUNTED @ 110'-0" RAD CENTERLINE ON LEG A, B & C
8. (N) 6' DIA. MW DISH ANTENNAS MOUNTED @ 100'-0" RAD CENTERLINE, ON TOWER LEG B & C
9. (N) 6' DIA. MW DISH ANTENNAS MOUNTED @ 80'-0" RAD CENTERLINE, ONE MW DISH ANTENNA ON TOWER LEG A & B
10. (N) 6' DIA. MW DISH ANTENNAS MOUNTED @ 60'-0" RAD CENTERLINE, ONE MW DISH ANTENNA ON TOWER LEG A & C
11. (N) 6' DIA. MW DISH ANTENNAS MOUNTED @ 40'-0" RAD CENTERLINE, ONE MW DISH ANTENNA ON TOWER LEG B & C
12. (N) 7' TALL CHAIN LINK FENCE WITH RAZOR WIRE AND BARBED WIRE ON TOP, 8' OVERALL HEIGHT, AND (2) 10' WIDE SWING ACCESS GATES
13. (N) VERTICAL CABLE LADDER (TYP.)

NOTES:

1. ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. VERIFY ANTENNA HEIGHT AND AZIMUTH WITH RF ENGINEER.
2. MICROWAVE DISH AND ANTENNA MUST HAVE STIFF ARM TIE BACKS TO TOWER STRUCTURE.



SOUTH ELEVATION

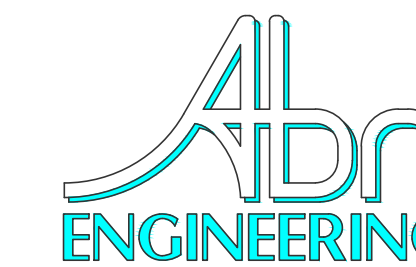
22"x34" SCALE: 3/32" = 1'-0"  
11"x17" SCALE: 3/64" = 1'-0"



1



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PHONE: (480) 213-8524

PE SEAL

DESIGNER: JN

LEAD EE: N/A

LEAD CE/SE: SM

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ELEVATION

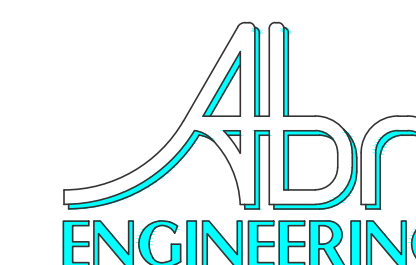
SHEET NUMBER

A-3





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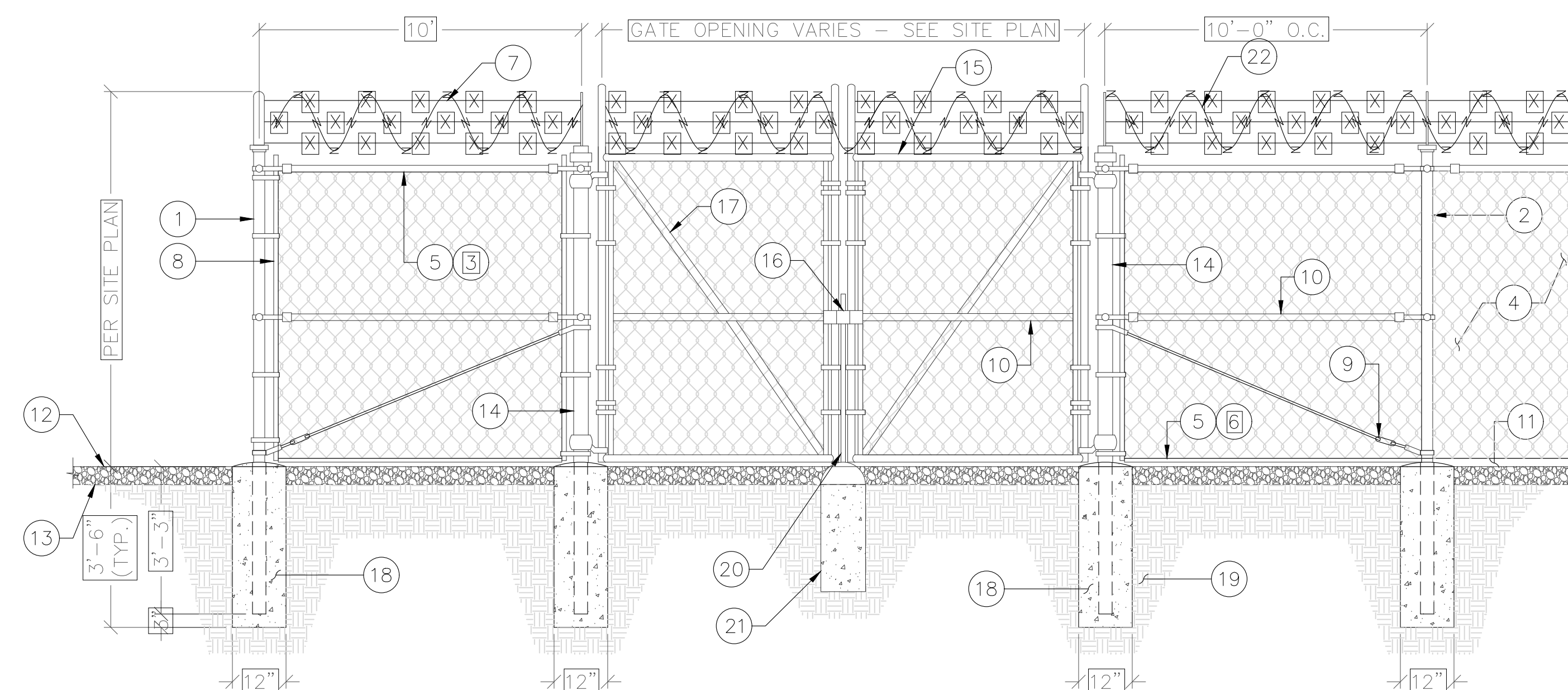
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SHEET TITLE

CONSTRUCTION DETAILS

SHEET NUMBER

A-4

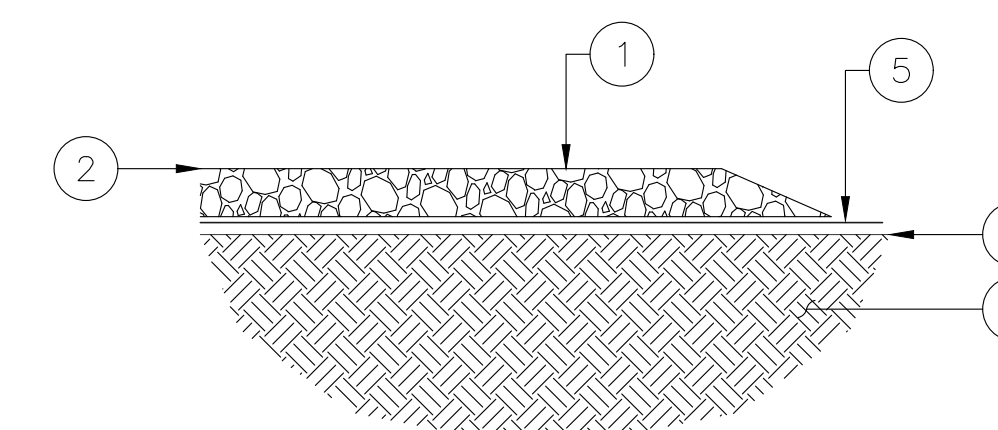


TYPICAL CHAIN LINK FENCE KEY NOTES: (#)

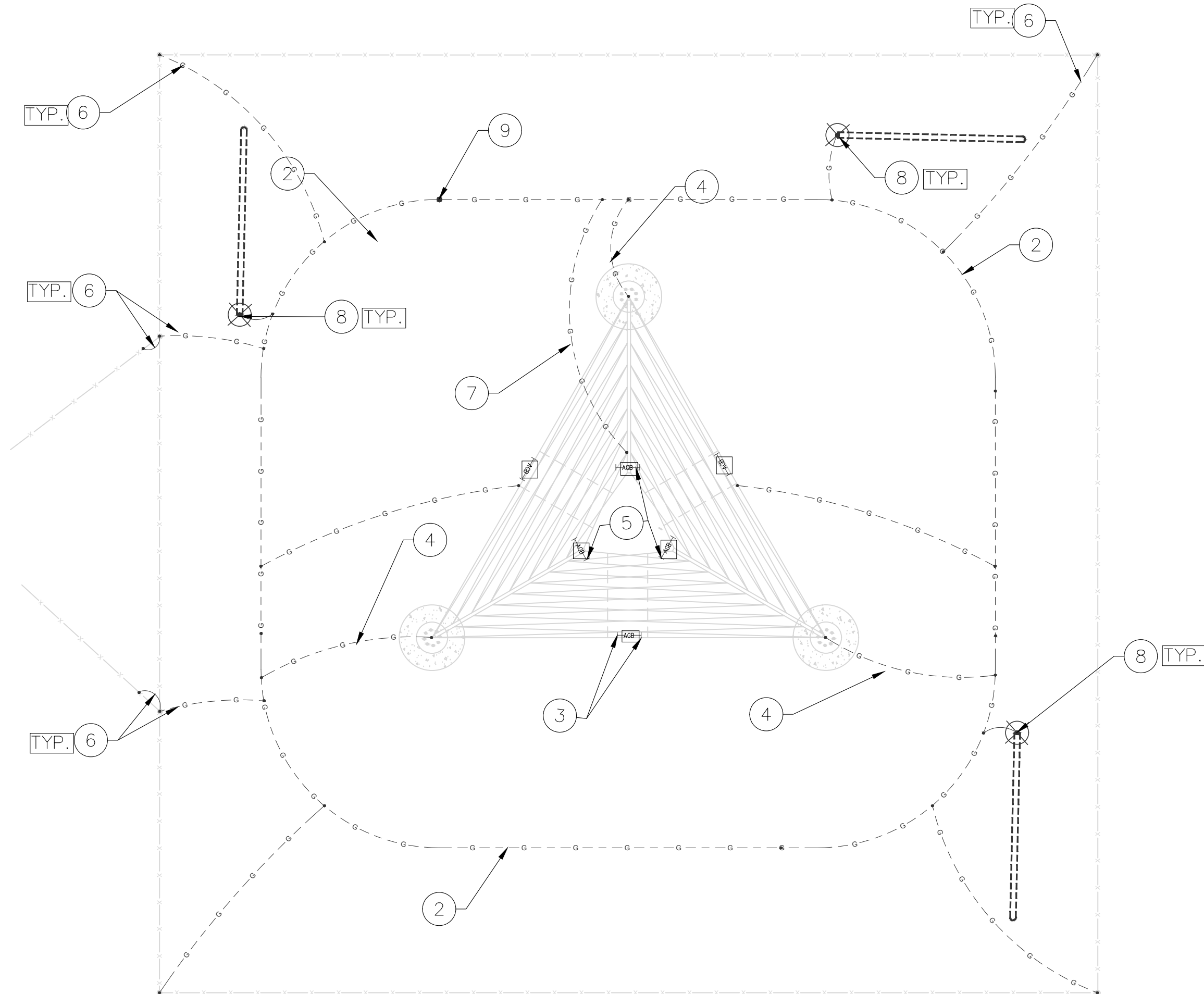
- 4" NOMINAL CORNER POST SCHEDULE 40 PIPE.
- LINE POST: 2½" SCHEDULE 40 PIPE, PER ASTM-F1083 SPACED AT MAXIMUM 10'-0" O.C.
- TOP RAIL & BRACE RAIL: 1½" PIPE, PER ASTM-F1083.
- FABRIC: 9 GA. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- TIE WIRE: MIN. 11 GA. GALVANIZED STEEL AT POSTS AND RAILS SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG-RINGS SPACED MAX. 24" INTERVALS.
- TENSION WIRE: 9 GA. GALVANIZED STEEL.
- BARBED WIRE: DOUBLE STRAND 12½" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA., 4 PT. BARBS SPACED ON APPROXIMATELY 5" ON CENTER.
- STRETCHER BAR.
- ⅝" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- POST BRACE: 1½" DIA. AT CORNERS AND GATES
- 1½" MAXIMUM CLEARANCE FROM GRADE.
- FINISHED GRADE SHALL BE UNIFORM AND LEVEL
- SUB-GRADE
- GATE POST 4". SCHEDULE 40 PIPE, FOR GATE WIDTHS UP TO 7 FEET USE SINGLE SWING GATE PER ASTM-F1083.
- GATE FRAME: 1½" PIPE, PER ASTM-F1083.
- TYP. GATE LATCH VERIFY IN FIELD
- GATE DIAGONAL GALVANIZED STEEL 1½" PIPE.
- POST CONCRETE FOUNDATION (3000 PSI)
- NATURAL SOIL
- DROP ROD
- CONCRETE MUSHROOM
- CBT-65 GALVANIZED CONCERTINA RAZOR WIRE

GRAVEL KEY NOTES: (#)

- 3"-4" OF 1" BASE GRAVEL; SLOPE AWAY FROM SHELTER & TOWER (VERIFY IN FIELD)
- FINISHED GRADE LEVEL
- NATURAL SOIL
- NATURAL SUB-GRADE
- (1) LAYER OF GEO-FABRIC (MIRAFI 500X OR EQUAL)



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LEGEND:	
	TINNED SOLID ALLOY 110 COPPER TOWER /ANTENNA BUS BAR BONDED TO TOWER STEEL.
	10' LONG CHEMICAL/ELECTROLYTIC GROUND ROD (L-SHAPE), REFER TO DETAIL 8 ON SHEET G-2.
	5/8" DIA. x 10' COPPER CLAD GROUND ROD. REFER TO DETAIL 7 ON SHEET G-2.
	GROUND RING, REFER TO DETAIL 6 ON SHEET G-2.
	EXOTHERMIC WELD OR IRREVERSIBLE HIGH-COMPRESSION CRIMP.
	MECHANICAL CONNECTION.

**GENERAL NOTES:**

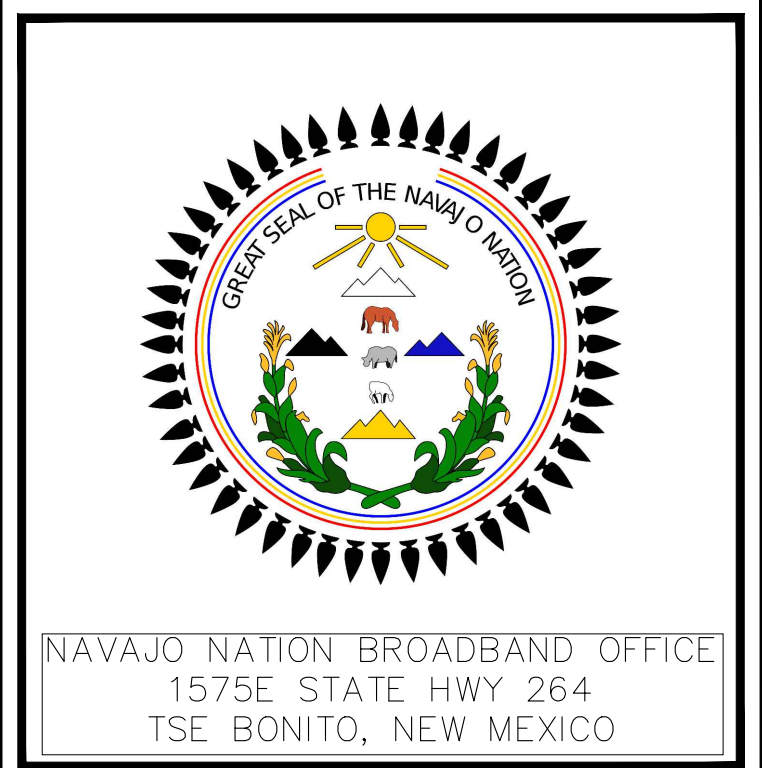
- THESE DRAWINGS REPRESENT THE GENERAL EXTENT AND ARRANGEMENT OF SYSTEMS, BUT ARE NOT TO BE CONSIDERED FABRICATION DRAWINGS. COORDINATE WITH OTHER TRADES, AND PROVIDE EACH SYSTEM COMPLETE, INCLUDING ALL NECESSARY COMPONENTS, FITTINGS AND OFFSETS.
- INSTALL SYSTEMS SUCH THAT REQUIRED CLEARANCE AND SERVICE ACCESS SPACE IS PROVIDED AROUND ALL MECHANICAL AND ELECTRICAL EQUIPMENT, AND AROUND ANY COMPONENTS WHICH REQUIRE SERVICE ACCESS.
- PROVIDE SUPPLEMENTARY STEEL AS REQUIRED FOR THE PROPER SUPPORT OF ALL SYSTEMS.
- REFER TO G-2 FOR GROUNDING DETAILS.
- ALL METALLIC SURFACES SHALL BE PREPARED PRIOR TO BONDING, COLD GALV. SPRAY SHALL BE USED ON ANY EXOTHERMIC WELD TO PREVENT CORROSION, ANY AREA TO BE COLD GALV. SPRAY SHALL BE TAPED OFF PRIOR TO APPLICATION.

**CONSTRUCTION KEY NOTES:** #

- GROUNDING ELECTRODE CONDUCTOR SYSTEM (TOWER GROUND RING), #2 AWG SOLID BARE TINNED COPPER CONDUCTOR. GROUNDING ELECTRODE CONDUCTOR SHALL BE BURIED 30" BELOW GRADE WHERE APPLICABLE. ABOVE GRADE GROUNDING ELECTRODE CONDUCTOR TO BE ROUTED IN FLEXIBLE NON-METALLIC LIQUID TIGHT CONDUIT & FASTENED TO CONCRETE SURFACE EVERY 3' MAX. FASTENERS SHALL BE FLEXIBLE CONDUIT HALF STRAPS W/ 1/4"Ø x 2" (L) RED HEAD HAMMER-SET NAIL DRIVE ANCHOR OR EQUIV. (TYP.)
- 5/8" DIA. x 10' LONG SERVICE COPPER CLAD GROUND ROD PLACED MINIMUM EVERY 10' APART (TYP.). REFER TO DETAIL 7 ON SHEET G-2.
- TOWER GROUND BUS BAR. BOND TO GROUND RING WITH #2 AWG SOLID TINNED BARE COPPER CONDUCTOR. BOND TO TOWER GROUND BUS BAR DIRECTLY TO TOWER STEEL (TYP.). REFER TO DETAIL 11 ON SHEET G-2.
- BOND TOWER LEG (AT MANUFACTURER INSTALLED BONDING TAB) TO GROUND RING. UNDER NO CIRCUMSTANCES WILL EXOTHERMIC WELDING BE PERMITTED ON THE TOWER LEG MEMBER, TYPICAL 3 LOCATIONS. REFER TO DETAIL 9 ON SHEET G-2.
- BOND ANTENNA TO ANTENNA GROUND BUS BAR (TYP.). REFER TO DETAIL 4 ON SHEET G-2.
- BOND FENCE FABRIC, SUPPORT POST AND GATE POST TO GROUND RADIAL (TYP.), REFER TO DETAIL 3 ON SHEET G-2.
- BOND SAFETY LADDER TO GROUND RING, SAFETY LADDER LOCATION TO BE VERIFY AT FIELD
- 10' LONG CHEMICAL/ELECTROLYTIC GROUND ROD (L-SHAPE) INSTALLED PER MANUFACTURER'S SPECS (TYP.). REFER TO DETAIL 8 ON SHEET G-2
- TEST WELL

**NOTES:**

- ANTENNAS ARE NOT SHOWN FOR CLARITY.
- PRIOR TO ANY WORK, CONTRACTOR TO VERIFY THE TOWER FOUNDATION DESIGN ALONG WITH ALL UNDERGROUND RUNS OF ALL UTILITIES AND GROUNDING AND FOUNDATION OF CONCRETE PAD AND ICE BRIDGE POST TO AVOID ANY CONFLICT WITH RESPECTIVE INSTALLATION OF THOSE RESPECTIVE ITEMS AND RELATED EXCAVATION.



DESIGNER: JN  
 LEAD EE: N/A  
 LEAD CE/SE: SM

SUBMITTALS			
REV.	DATE	DESCRIPTION	BY
A	8/18/24	REVIEW	SM
B	8/26/2024	COMMENTS	SM
C	8/28/2024	COMMENTS	SM

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SITE NAME  
 TEMPLATE RFP

SITE ADDRESS  
 LAT: TBD  
 LONG: TBD  
 TBD  
 TBD

SHEET TITLE  
 GROUNDING PLAN

SHEET NUMBER  
 G-1

**GROUNDING PLAN**

22"x34" SCALE: 3/16" = 1'-0"  
 11"x17" SCALE: 3/32" = 1'-0"  
 1



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**NOTE:**  
 ERICO CADWELD "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH PROJECT MANAGER OR CONSTRUCTION MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.

TYPE VS    TYPE TA    TYPE HS    TYPE SS    TYPE PT  
 TYPE GT    TYPE HS    TYPE XA    TYPE VS    TYPE YA-2  
 TYPE 2-YA-2

**EXOTHERMIC WELD DETAILS**    SCALE: N.T.S. **1**

GROUNDING CONDUCTOR SIZING	
CONDUCTOR LENGTH IN LINEAR FT	CONDUCTOR SIZE IN AWG/MCM
< 33	2
34 - 41	1
42 - 53	1/0
54 - 66	2/0
67 - 84	3/0
85 - 105	4/0
106 - 125	250 MCM
126 - 150	300 MCM
151 - 175	350 MCM
176 - 250	500 MCM
251 - 300	600 MCM
> 300	750 MCM

**ANTENNA GROUNDING KEY NOTES:** (#)

- RF TRANSMISSION LINES (COAX) FROM ANTENNA
- 1/2" COAX JUMPER FROM ANTENNA
- CONNECTOR WEATHERPROOFING KIT REFER TO DETAIL 12 ON THIS SHEET
- ANDREW "SUREGROUND" GROUND KIT (TYP.), REFER TO DETAIL 12 ON THIS SHEET FOR WEATHERPROOFING DETAILS
- ANTENNA CABLE TO SHELTER (TYP.)
- #6 AWG THHN COPPER CONDUCTOR
- TINNED SOLID ALLOY 110 COPPER ANTENNA GROUND BUS BAR (OPTIONAL BOND DIRECTLY TO TOWER STEEL WITH ANGLE ADAPTER IF NO ANTENNA BUS BAR IS AVAILABLE)

**NOTE:**  
 DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.

**ANTENNA GROUNDING DETAIL**    SCALE: N.T.S. **4**

**GROUND LUG KEY NOTES:** (#)

- NUT
- LOCK WASHER
- FLAT WASHER
- BOLT
- BURNDY GROUND LUG (SEE TABLE FOR SIZE AND MODEL)
- HEAT SHRINK (CLEAR)
- GROUNDING CONDUCTOR
- GROUND BUS BAR OR METALLIC BONDING SURFACE
- BURNDY 2-HOLE LUG W/ LONG BARREL FOR #6 AWG STRANDED
- BARE WIRE TO BE NO-OXED AT BOTH ENDS
- HEAT SHRINK
- #6 AWG THHN COPPER WIRE

WIRE SIZE	BURNDY LUG	BOLT SIZE
#6 AWG	YA6C-2TC38	3/8" - 16 NC S 3 BOLT
#2 AWG SOLID	YA3C-2TC38	3/8" - 16 NC S 3 BOLT
#2 AWG STRANDED	YA2C-2TC38	3/8" - 16 NC S 3 BOLT
#2/0 AWG	YA26-2TC38	3/8" - 16 NC S 3 BOLT
#4/0 AWG	YA28-2N	1/2" - 16 NC S 3 BOLT

**GRND. CONDUCTOR SIZE DETAIL**    SCALE: N.T.S. **2**

**CORNER FENCE GROUNDING (#)**  
**KEYED NOTES:**

- ERICO EXOTHERMIC WELD CONNECTION "VB" OR EQUIVALENT
- DETERRENT WIRE GROUNDING CLAMP (HARGER FGC2) TRIM LEAD AS CLOSE TO GROUNDING CLAMP AS POSSIBLE
- ERICO EXOTHERMIC WELD CONNECTION "HA" OR EQUIVALENT
- #2 AWG SOLID TINNED BARE COPPER WIRE, BOND FENCE FABRIC TO GROUND CONDUCTOR
- FENCE FABRIC GROUNDING CLAMP (TYP.)
- GROUND CONDUCTOR WITH ERICO EXOTHERMIC WELD "VS" OR EQUIVALENT
- CONNECT FENCE BONDING CONDUCTOR TO EXTERNAL GROUNDING ELECTRODE SYSTEM USING EXOTHERMIC WELD OR IRREVERSIBLE HIGH COMPRESSION FITTING
- ERICO EXOTHERMIC WELD CONNECTION "PC" OR EQUIVALENT TO GROUND RING
- GROUNDING RADIAL TO SYSTEM GROUND RING
- GATE JUMPER WITH ERICO EXOTHERMIC WELD "VS" OR EQUIVALENT

**GROUND RING TRENCH KEY NOTES:** (#)

- BACKFILL PER SPECIFICATIONS
- FINISHED GRADE
- #2 AWG SOLID TINNED BARE COPPER WIRE

**NOTES:**

- DEPTH TO BE 30" OR 6" BELOW FROST LINE, WHICHEVER IS GREATER.
- GROUND RINGS SHOULD CONSIST OF AT LEAST 20' OF #2 AWG OR LARGER BARE COPPER CONDUCTOR.
- BURY THE RINGS IN DIRECT CONTACT WITH SOIL.

**GROUND ROD INSTALLATION KEY NOTES:** (#)

- FINISHED GRADE
- EXOTHERMIC CONNECTION (TYPE GT)
- 5/8" x 10' LONG COPPER CLAD GROUND ROD WITH EXOTHERMIC CONNECTION TO GROUND RING
- #2 AWG SOLID TINNED BARE COPPER WIRE (GROUND RING 30" BELOW GRADE)
- EXOTHERMIC CONNECTION TO GROUND RING (TYPE PT)
- #2 AWG SOLID TINNED BARE COPPER WIRE GROUND CONDUCTOR ROUTED IN FLEXIBLE NON-METALLIC LIQUID TIGHT CONDUIT (CARFLEX)

**GROUND ROD DETAIL**    SCALE: N.T.S. **7**

**"L" SHAPED ELECTROLYTIC GROUND ROD KEY NOTES:** (#)

- SLOTTED COVER
- PROTECTIVE COVER BOX
- FINISHED GRADE
- LYNCONITE II BACKFILL OR EQUIVALENT
- WEEP HOLE (TYP.)
- END CAP
- 12" WIDE TRENCH BACKFILLED; SLOPE TRENCH TOWARD END CAP
- #2 AWG SOLID TINNED BARE COPPER CONDUCTOR (TO GROUND RING)
- EXOTHERMIC WELD
- BREATHING HOLE
- UL NAME PLATE

**TOWER GROUNDING DETAIL**    SCALE: N.T.S. **9**

**SELF SUPPORT TOWER GROUNDING KEY NOTES:** (#)

- EXOTHERMIC WELD TO MANUFACTURER INSTALLED BONDING TAB (TYP. FOR EACH LEG)
- PVC OR FLEXIBLE NON-METALLIC CONDUIT (CARFLEX)
- #2 AWG SOLID TINNED BARE COPPER CONDUCTOR (GROUND RING)
- EXOTHERMIC WELD OR IRREVERSIBLE HIGH COMPRESSION FITTING
- 5/8" x 10' LONG COPPER CLAD GROUND ROD
- WEEP HOLE

**NOTES:**

- REFER TO TOWER MANUFACTURER SPECIFICATIONS FOR ADDITIONAL BONDING AND GROUNDING REQUIREMENTS
- UNDER NO CIRCUMSTANCES WILL EXOTHERMIC WELDING BE PERMITTED ON THE TOWER LEG

**ICE BRIDGE KEY NOTES:** (#)

- EXOTHERMIC WELD TYPE HA (TYP.)
- #2 AWG SOLID TINNED BARE COPPER CONDUCTOR (TYP.) ROUTED IN FLEXIBLE NON-METALLIC LIQUID TIGHT CONDUIT (CARFLEX)
- FINISHED GRADE
- #2 AWG SOLID TINNED BARE COPPER WIRE (GROUND RING 30" BELOW GRADE)
- EXOTHERMIC WELD TYPE GT (TYP.)
- 5/8" x 10' LONG COPPER CLAD GROUND ROD (TYP.)
- CONCRETE FOUNDATION (TYP.)
- #6 JACKETED BONDING JUMPER MECHANICALLY CONNECTED WITH 2-HOLE LUG TO EACH CHANNEL, CROSS BRACE, AND PIPE SUPPORT (TYP.)
- ICE/CABLE BRIDGE STRUCTURAL SUPPORT

**ICE BRIDGE BONDING DETAIL**    SCALE: N.T.S. **10**

**COAX CABLE GROUNDING KEY NOTES:** (#)

- COAX
- COAX GROUNDING KIT
- HEX BOLTS; APPROVED TWO HOLE LUG CONNECTION WITH STAINLESS HARDWARE
- EXOTHERMIC WELD 1/0 AWG STRANDED BARE TINNED COPPER
- TINNED COPPER TOWER BUS BAR
- INSTALL ISOLATER FOR THE CONNECTION BETWEEN GROUND BAR AND TOWER STRUCTURES (GROUNDING KIT HARDWARE, TYP.)

**WEATHERPROOF DETAIL**    SCALE: N.T.S. **12**

**WEATHERPROOFING KEY NOTES:** (#)

- COAX
- COAX TO JUMPER CONNECTION (TYP.)
- JUMPER (TYP.)
- 3M SCOTCH SUPER 33+ VINYL ELECTRICAL TAPE (OR EQUIVALENT)
- VAPOR WRAP SEALANT

NAVAJO NATION BROADBAND OFFICE  
 1575E STATE HWY 264  
 TSE BONITO, NEW MEXICO

1337 E DESERT FLOWER LANE  
 PHOENIX, AZ 85048  
 PHONE: (480) 213-8524

DESIGNER: JN  
 LEAD EE: N/A  
 LEAD CE/SE: SM

SUBMITTALS			
REV.	DATE	DESCRIPTION	BY
A	8/18/24	REVIEW	SM
B	8/26/2024	COMMENTS	SM
C	8/28/2024	COMMENTS	SM

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SITE NAME: \_\_\_\_\_  
 TEMPLATE RFP

SITE ADDRESS:  
 LAT: TBD  
 LONG: TBD  
 TBD  
 TBD

SHEET TITLE:  
 GROUNDING DETAILS

SHEET NUMBER:  
 G-2

## **6.4 Annex - Generic Tower Loading**

Generic 180' SST - Loading V3 - 04/30/2024								
ITEM #	Element Type	Element Qty	Azimuth	Mounting Type	Tx Line	Element Size	CL (ft)	Space in Tower (ft)
1	Omni Array #1	3	0°,120°,240°	3ft Stand Off Mount	1x7/8"	10	185	180-190
2	Center Line #1 10' Envelope, 200 sq ft	3 Sectors	0°,120°,240°	12' T-Arm Mount	6 x 5/8" 6 x 1/4"	10	175	170-180
3	Center Line #2 10' Envelope, 200 sq ft	3 Sectors	0°,120°,240°	12' T-Arm Mount	6 x 5/8" 6 x 1/4"	10	160	155-165
4	Center Line #3 10' Envelope, 200 sq ft	3 Sectors	0°,120°,240°	12' T-Arm Mount	6 x 5/8" 6 x 1/4"	10	145	140-150
5	Center Line #4 10' Envelope, 200 sq ft	3 Sectors	0°,120°,240°	12' T-Arm Mount	6 x 5/8" 6 x 1/4"	10	130	125-135
6	Omni Array #2	3	0°,120°,240°	3ft Stand Off Mount	1x7/8"	10	110	105-115
7	MW Array #1	2	Leg B: 120° Leg C: 240°	Universal Pipe Mount	4 x LMR400 - 1/2"	6	100	97-103
8	MW Array #2	2	Leg A: 0° Leg B: 120°	Universal Pipe Mount	4 x LMR400 - 1/2"	6	80	77-83
9	MW Array #3	2	Leg A: 0° Leg C: 240°	Universal Pipe Mount	4 x LMR400 - 1/2"	6	60	57-63
10	MW Array #4	2	Leg B: 120° Leg C: 240°	Universal Pipe Mount	4 x LMR400 - 1/2"	6	40	37-43

**NOTES:**

- Loading represents 75% of total structure capacity.
- Generic Loading for multitenant tower

## 6.5 Annex - Summarized Cost Table:

- Please create a copy of the cost table and draft your proposal there, you can find the table by accessing the following link:
  - [Cost Proposal Template V2.xlsx](#)

## **6.6 Annex – RFP Response Template:**

- Please create a copy of the response template and draft your response there, you can find the template by accessing the following link:
  - [RFP Tower Response Template V1.docx](#)

**6.7 Sample Template**



**SMALL PROJECT CONTRACT BETWEEN  
THE NAVAJO NATION AND CONTRACTOR**

<b><u>Navajo Nation Administrative Purposes Only</u></b>	
<i>The Parties acknowledge the terms within this box section are referenced in the Contract and are for Navajo Nation governmental purposes. Except as provided in the Contract, changes to the terms within this box section will not require a modification.</i>	
<b>Contract Number:</b> _____	
<b>Contract Begin Date:</b> _____	
<b>Contract Term Ends:</b> _____	
<b>Business Unit Number(s)</b>	<b>Amount to Encumber</b>
_____	_____
_____	_____

This Contract is entered into between the Navajo Nation, hereinafter “Navajo Nation,” and \_\_\_\_\_, hereinafter “Contractor.” The Navajo Nation and Contractor shall be referred to collectively as “Parties.”

**1.0 DOCUMENTS CONSTITUTING THE CONTRACT.** The following are to be considered collectively as one agreement/contract and the term “Contract” whenever used herein shall be deemed to include all such documents:

- 1.1 This Contract**
- 1.2 Exhibit A – Scope of Work**
- 1.3 Exhibit B – Budget**
- 1.4 Exhibit C – Contractor’s Credentials**
- 1.5 Exhibit D – Insurance and Bonding**
- 1.6 Exhibit E – \_\_\_\_\_**

**2.0 ORIGINAL CONTRACT AMOUNT.** \_\_\_\_\_ (\$\_\_\_\_\_). Any modification of this original contract amount shall comply with Article 37 herein. The Contractor hereby acknowledges and agrees that said payment constitutes the full and adequate consideration for all work fully and satisfactorily performed, for all applicable taxes, permit fees, licensing fees, registration fees, bonding and surety costs, insurance or any other expenses necessary or convenient for the Contractor to perform under this Contract.

**3.0 CONTRACT GOVERNS.** This Contract represents 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 Contract, and that there are no promises or representations between the Parties other than those set forth herein. Any conflict between any provision(s) contained

in the Contract documents shall be resolved by reference to and interpretation of the provision(s) contained in this contract. This Contract may be amended or modified only by written modification in accordance with Article 37.

- 4.0 AUTHORIZED REPRESENTATIVES.** No payment shall be made unless the named Navajo Nation’s Authorized Representative approves the work performed or services provided under this Contract; and has approved the invoice(s) submitted by the Contractor. Only the Authorized Representatives or someone formally delegated by the Authorized Representatives may assign tasks under the Scope of Work (“SOW”).
- 5.0 PRIVATE CONTRACTOR.** The Contractor shall perform and conduct all activities under this Contract 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.
- 6.0 SUBSTANTIAL COMPLETION.** Substantial Completion is the stage in the progress of the Project when the work is sufficiently complete in accordance with this Contract so that the Navajo Nation can occupy or utilize the Project for its limited use.
- 6.1 Certificate of Substantial Completion.** When the Project is substantially complete, the Navajo Nation will make an inspection to determine whether the Project is Substantially Complete. When the Navajo Nation determines that the Project is Substantially Complete, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, the responsibilities of the Navajo Nation and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by this Contract shall commence on the date of Substantial Completion.
- 7.0 THE PROJECT.** The term “Project” shall mean the construction and services required by this Contract, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.
- 8.0 CONTRACT TIME.** The Contract Time stated within in this Contract shall be of the essence. If the Contractor is delayed at any time in progress of the work 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 Contract Time shall be subject to equitable adjustment.
- 9.0 PRIMARY WORK LOCATION.** In the performance of work or provision of services pursuant to this 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 in the location of the Project. The Project’s Primary Work Location shall be
-

**10.0 SERVICES REQUIRED BY THE NAVAJO NATION.** Except for permits and fees that are the responsibility of the Contractor under this Contract, the Navajo Nation shall obtain and pay for other necessary approvals, easements, assessments, and charges.

**11.0 CONTRACT NUMBER.** Upon contract execution, the Navajo Nation shall assign a Contract Number which shall be shown in the Administrative Purposes box on page one (1) herein. All invoices submitted by Contractor for payment shall reference said Contract Number, including the Project Name and Business Unit Number.

**12.0 EFFECTIVE DATE; CONTRACT TIME; SUBSTANTIAL COMPLETION; NOTICE TO PROCEED REQUIRED.** The number of calendar days available to the Contractor to substantially complete the work is the Contract Time. This Contract's effective date is shown in the Administrative Purposes Box on page one (1) of this contract; notwithstanding, the Contractor shall not commence any work until the effective date of all insurance required by Article 14 herein and the Navajo Nation's Authorized Representative issues a formal "Notice to Proceed." This Contract shall expire on the date shown in the Administrative Purposes Box unless terminated earlier or extended by modification in accordance with Article 37 herein. The Contract shall substantially complete the work no later than \_\_\_\_\_ (\_\_\_\_\_) calendars days from the Contract Begin Date, subject to adjustments or modification as provided in Article 37.

**13.0 AVAILABILITY OF FUNDS.**

**13.1 Appropriations required.** Pursuant to 2 N.N.C. §223(A), the obligation of the Navajo Nation to pay the Contractor the entire Original Contract Amount, or any portion thereof as invoiced, or any amounts under any and all change orders, amendments, or modifications to this Contract, shall be contingent upon the availability of funds, from whatever source, for the Project which is the subject of this Contract.

**13.2 Subsequent fiscal periods.** Pursuant to 12 N.N.C. §350(D), if funds adequate to support continuation of performance under this Contract are not appropriated or otherwise become unavailable during any fiscal period(s) subsequent to that period in which this Contract is entered into, then this Contract may, at the sole discretion of the Navajo Nation, be cancelled and Contractor shall be reimbursed only for the reasonable value of any non-recurring costs incurred as a direct result of work performed under this Contract.

**14.0 INSURANCE REQUIREMENTS.** As a condition precedent to this agreement, the Contractor shall maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (RMP) for the entire term of the Contract verified by a Certificate of Insurance prior to the execution of this 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, which is made part of the Contract. The failure to fully comply with this provision shall render this Contract null and void.

## **15.0 LICENSING, REGISTRATION, AND BONDING REQUIREMENTS.**

- 15.1 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 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 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.
- 15.2 Business registration required.** The Contractor shall be registered to do business with the Navajo Nation and the State in which the Project is located. 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 if such registration is suspended, revoked, expired, or otherwise not in effect.
- 15.3 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.
- 15.4 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 and the State in which the Project is located. Use of unregistered or unlicensed subcontractors shall constitute a material breach and the Navajo Nation may terminate this Contract.
- 15.5 Performance Bond.** Where applicable, the Contractor shall provide to the Navajo Nation a Performance Bond underwritten and executed by a surety company that guarantees the Contractor's complete and satisfactory performance under the Contract. The Performance Bond shall be equal to one-hundred percent (100%) of the Original Contract Amount, unless otherwise provided in Article 15.7 herein.
- 15.6 Payment Bond.** Where applicable, the Contractor shall provide to the Navajo Nation a Payment Bond underwritten and executed by a surety company that will protect all persons, subcontractors, or other entities supplying labor and material to the Contractor or its subcontractors for the performance under this Contract. The Payment Bond shall be in an amount equal to one-hundred percent (100%) of the Original Contract Amount, unless otherwise provided in Article 15.7 herein. The

Payment Bond must be provided in addition to the Performance Bond required in Article 15.5 herein.

**15.7 Lesser Bond amounts.** Where applicable, the Navajo Nation, with the concurrence of the Navajo Nation Controller or his/her designee, may allow the Contractor to provide a Performance Bond or a Payment Bond, or both, in an amount equal to fifty percent (50%) of the Original Contract Amount, so long as either (1) the Navajo Nation withholds, as retainage, fifty percent (50%) of each invoiced amount; or, (2) the Contractor provides an irrevocable Letter of Credit in amount equal to fifty percent (50%) of the Original Contract Amount. In no case shall a Performance Bond or Payment Bond be in an amount less than fifty percent (50%) of the Original Contract Amount.

**16.0 TESTS AND INSPECTIONS.** At the appropriate times, the Contractor shall arrange and bear costs of tests, inspections, and approvals of portions of the work required for this Project required by this Contract or by laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities. The Navajo Nation shall bear costs of tests, inspections, or approvals that do not become requirements until after execution of this Contract.

**17.0 CONTRACTOR REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS.**

**17.1 Contractor familiarity.** Execution of this Contract by the Contractor is a representation that the Contractor has visited the work site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of this Contract.

**17.2 Contractor verification.** The Contractor shall carefully study and compare this Contract 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.

**17.3 Contractor's construction schedule.** The Contractor, promptly, after being awarded the Contract, shall prepare and submit for the Navajo Nation's information a Contractor's construction schedule for work on the Project.

**17.4 Labor and materials.** Unless otherwise provided in this Contract, 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.

**17.5 Contractor supervision.** The Contractor shall enforce strict discipline and good order among the Contractor's employees 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.

- 17.6 Permits, Fees, and Notices.** The Contractor shall obtain and pay for the building permit and other permits and other governmental fees, licenses, and inspections necessary for proper execution and completion of the Project.
- 17.7 Contractor compliance.** The Contractor shall comply with and give notices required by agencies having jurisdiction over the work. 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 Contract with such governmental laws, rules, and regulations.
- 17.8 Use of site.** The Contractor shall confine operation at the site to areas permitted by law, ordinance, permits, this Contract, and the Navajo Nation.
- 17.9 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.
- 17.10 Cleaning up.** The Contractor shall keep the premises and surrounding areas 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.
- 18.0 RIGHT TO REFUSE CONTRACT.** The Navajo Nation reserves its right to refuse to execute this Contract upon a written determination that any of the following has occurred prior to the Navajo Nation's execution of this Contract:
- 18.1 faulty procurement;** a document, procedure, decision, action, or other event pertaining to the procurement of this Contract, or to any related pre-procurement activities, is in violation of any applicable Navajo Nation, federal, or state laws or regulations governing said procurement; or
- 18.2 ancillary firm(s);** an ancillary firm is ineligible for the award of this Contract or is unavailable to perform on the Project, for any reason; in such case, the Navajo Nation may, in its discretion, either (1) reject the selected Proposal containing the ancillary firm's qualifications and refuse to execute this Contract; or (2) decide not to reject the Proposal and consider only the license and relevant qualifications of the Contractor standing alone; or (3) decide not to reject the Proposal and permit another equally/more qualified firm to perform those Contract services that would have been performed by the ineligible or unavailable firm; or

- 18.3 lack of funding availability;** when funding for the SOW has become wholly or partially unavailable; or
- 18.4 change to SOW or other requirements;** the SOW or any other mandatory requirement is required to be changed significantly; or
- 18.5 change to Budget/Maximum Feasible Price (MFP);** there has been a revision (whether increase or decrease) of the budget or MFP that was originally established by the Navajo Nation prior to the initiation of the procurement process for this Contract; or
- 18.6 protest filed;** a protest has been timely filed in accordance with 12 N.N.C. §360(A), unless a determination has been made to proceed with a Contract award pursuant to 12 N.N.C. §360(F); or
- 18.7 other reasons cited in Regulations;** any of the following pertains to this procurement:
- (a) inadequate or ambiguous specifications were cited in the Request for Proposal (RFP)/Request for a Statement of Qualifications (RSQ);
  - (b) the services contemplated under this Contract are no longer required;
  - (c) the RFP/RSQ did not provide for consideration of all factors of cost to the Navajo Nation
  - (d) all Proposals received indicate that the needs of the Navajo Nation can be satisfied by a less expensive service differing from that described in the RFP/RSQ;
  - (e) all fee Proposals received exceed the MFP after opportunity for negotiation pursuant to 12 N.N.C. §346(D);
  - (f) the selected Proposal was collusive, contained fraudulent statements or information, contained any material misrepresentation, or was submitted in bad faith;
  - (g) cancellation of proposed Contract serves in the best interest of the Navajo Nation.

**19.0 PROJECT SUPERVISION; AUTHORIZATION OF PAYMENTS; RETAINAGE.**

- 19.1 Navajo Nation's Authorized Representative.** In the performance of work or provision of services under this Contract, the Contractor shall at all times be under the supervision and direction of the Navajo Nation's Authorized Representative named in this Contract, or his/her successor or designee.

- 19.2 Payment approval required.** No payment shall be authorized or remitted to the Contractor unless and until the Navajo Nation's Authorized Representative, or his/her successor or designee, approves in writing in advance the work performed or services provided under this Contract, and has given prior written approval of invoice(s), billing(s), or payment application(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.
- 19.3 Joint supervision and approval.** Any cooperative or joint supervision, or joint approval authority involving person(s) other than the Navajo Nation's Authorized Representative, whether Navajo Nation staff or other person(s), shall be conducted through a duly approved and executed cooperative agreement that sets forth the extent of decision-making, supervision, and approval authority of the Navajo Nation's Authorized Representative and such other person(s).
- 19.4 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 Contract.
- 19.5 Retainage.** Contractor agrees that the Navajo Nation shall withhold ten percent (10%) of the payment due under each invoice submitted to the Navajo Nation as Retainage. If Article 15.7 applies, the retainage shall be fifty percent (50%). Upon receipt of a Certificate of Substantial Completion and a request by the Contractor for a release of partial retainage, the Navajo Nation shall obtain consent of the Surety (if any) and shall make payment of partial retainage for the invoiced Work required to obtain the Certificate of Substantial Completion. Any invoiced Work which did not contribute to the Certificate of Substantial Completion shall not be released until the Final Payment. Any remaining portion of the retainage balance shall not be released until the Contractor submits a "Release of All Claims and Liens" which is notarized and signed by the Contractor, and also submits all similar legal releases of subcontractors.
- 20.0 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 this Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the 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.
- 21.0 TAXES.** The Contractor shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The Contractor is subject to Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work



performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. § 601 *et seq.*, and the Navajo Nation Sales Tax Regulations § 6.101 *et seq.*, as amended from time to time, except that work performed within the To’Nanees’Dizi Local Government (“Tuba City Chapter”) or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the Contractor is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. § 150 *et seq.*

**21.1 Identification of taxable activity.** The Contractor shall segregate, on each invoice, work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax.

**21.2 Withholding.** The Navajo Nation shall withhold from each payment to the Contractor the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The Navajo Nation shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the Contractor.

**21.3 Filing and other payments.** The Contractor will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the Navajo Nation withholding amounts pursuant to this section in no way removes responsibility from the Contractor as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

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

**21.5 Contractor responsibility.** The Contractor is solely responsible for the payment of all applicable taxes.

- 22.0 SUBMITTAL OF FINAL INVOICES AND WORK PRODUCT.** Copies of all work product documents, reports, photographs, drawings, schematics, related correspondence, invoices, and other information or documents regarding the Project shall be provided to the Navajo Nation's Authorized Representative no later than thirty (30) calendar days following the expiration or termination of this Contract. Final invoice(s) shall be due no later than thirty (30) calendar days following the expiration or termination of this Contract.
- 23.0 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). Contractor further acknowledges that if the Contractor has an outstanding money judgment against it in favor of the Navajo Nation, or there exists a delinquent accounts receivable debt which is due and owing to the Navajo Nation by Contractor, then the Navajo Nation may, upon due notice to the Contractor, offset its money claim against any amount owed for work performed or services provided under this Contract.
- 24.0 ISSUANCE OF NOTICES; MAILINGS.** Any notices or correspondence relating to this Contract sent by either Party to the other shall be mailed to the address shown on the signatory page of this primary Contract, shall be mailed via certified U.S.P.O. mailing with return receipt requested, and shall be deemed issued or submitted to the receiving Party as of the date of such certified mailing.
- 25.0 REQUESTS FOR INFORMATION.** When requested by the Navajo Nation, Contractor shall submit proper verification of invoices, pay applications, reports, documents or any other information related to this Contract within fourteen (14) calendar days of the date of the request.
- 26.0 RECORDS; AUDITS.** Pursuant to 12 N.N.C. §352, Contractor shall keep and maintain books, records, documents or other materials related to performance under this Contract for a period of five (5) calendar years from the date of issuance of final payment under this Contract. Upon issuance of a Notice of Audit to 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. 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 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. 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).
- 27.0 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 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:

**27.1 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.

**27.2 Right of reuse.** The Contractor acknowledges and agrees that the Navajo Nation may use said property, or any portion thereof, in connection with the 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. 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. With regard to reuse of said property for any purpose not reasonably related to the Project, said property shall be considered Instruments of Service as provided for in the Primary Contract, and shall be subject to the restrictions on reuse as provided for therein.

## **28.0 WARRANTY.**

**28.1 Materials and Labor.** Contractor warrants to the Navajo Nation that all labor, materials, equipment and furnishings used in, or incorporated into, the 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 Construction 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 the Work not conforming to these requirements, including substitutions not properly approved and authorized by the Owner, and including non-conformance relating to any materials, equipment, furnishings, labor, installation, or workmanship, may be considered defective.

**28.2 Repair or replacement.** Contractor agrees to repair, replace, or re-perform, or pay the Owner the reasonable cost of such repair, replacement, or re-performance, any portion of the Work 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 issuance of a Certificate of Occupancy for the Project. 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.

- 28.3 Maintenance.** Failure of the Navajo Nation to perform reasonable regular maintenance and proper care of the finished Project shall void this warranty.
- 28.4 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.
- 28.5 No liens.** Contractor guarantees that, as of the conclusion of this Contract, all work will be free of liens, claims and security interests of any third parties.
- 29.0 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.
- 30.0 ASSIGNMENT RESTRICTED.** The Contractor shall not in any manner whatsoever assign, convey, transfer, or sublet any rights to this Contract or any interest therein including any amendments or modifications thereto, any work product resulting from the work performed or services provided under this Contract including any amendments or modifications thereto, or any monetary claims against the Navajo Nation relating to this 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.
- 31.0 PARTNERS, SUCCESSORS, SUBCONTRACTORS.** All provisions, conditions and covenants contained in the Contract Documents 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 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.
- 32.0 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.

### **33.0 RIGHT TO SUSPEND OR TERMINATE.**

**33.1 Generally.** The rights of the Parties to suspend or terminate this Contract are governed by this 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.

**33.2 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 37 herein.

**33.3 Right to carry out the work.** If the Contractor defaults or neglects to carry out the Work in accordance with this 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 Contract sum shall be adjusted to deduct the cost of correction from payments due to the Contractor.

**33.4 Non-compliance or violation of laws.** The Navajo Nation may terminate this 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 Contract.

**33.5 Falsification, lack of documentation.** The Navajo Nation may terminate this 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) 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 the Project, in a timely manner.

**33.6 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; or
- (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 on this Project.

**33.7 Debarment and suspension.** The Navajo Nation may terminate this 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.

**34.0 RIGHT TO PERFORM CONSTRUCTION AND AWARD SEPARATE CONTRACTS.** The Navajo Nation reserves the right to perform construction or operations related to the Project with the Navajo Nation's own forces, and to award separate contracts in connection with other portions of this Project.

**34.1 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.

**34.2 Responsibilities for Costs.** Costs caused by delays or by improperly timed activities or defective construction shall be the responsibility of the causing party.

**35.0 SEVERABILITY.** If any provision of this 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 Contract shall nevertheless remain in full force and effect.

**36.0 INDEMNIFICATION.** 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, as defined in Article 31 herein, regardless of whether or not any liability is caused in part by an indemnified party.

### **37.0 AMENDMENTS; CHANGE ORDERS, MODIFICATIONS.**

- 37.1 Written modification required.** Any revisions, amendments, addendums, alterations, change orders, modifications, increases in payment over and above the Original Contract Amount, or changes whatsoever to any provision of the Contract shall be made only by a duly approved written agreement, deemed a modification signed by the signatories of the Contract or their authorized designee.
- 37.2 Prior approval required.** The Navajo Nation's Authorized Representative shall determine that the modification is reasonably related to the SOW for the project; all modifications must be approved in writing by the Navajo Nation's Authorized Representative prior to consideration and execution by the Navajo Nation signatory.
- 37.3 20% Limitation if Bid used.** If the Original Contract Amount is based on a "Bid" submitted by the Contractor and accepted by the Navajo Nation, pursuant to 2 N.N.C. §223(F), such modifications shall not exceed, in the aggregate, twenty percent (20%) of the accepted Bid.
- 37.4 Changes to the work.** The Navajo Nation, without invalidating this Contract, may order changes in the work within the general scope of this Contract consisting of additions, deletions, or other revisions with the Contract Sum and Contract Time being adjusted accordingly in writing and subject to the terms of this Contract and Navajo Nation Law.
- 37.5 Concealed or unknown physical conditions.** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated on this Contract or from those conditions ordinarily found to exist, the Contract sum and Contract Time shall be subject to equitable adjustment consistent with the terms of this Contract and applicable Navajo Nation laws.

### **38.0 GOVERNING LAW; COMPLIANCE WITH NAVAJO NATION LAWS.**

- 38.1 Navajo Nation law governs.** Navajo Nation law governs the interpretation of the Contract Documents.
- 38.2 Navajo preference in hiring.** In the hiring of any employees (under an employer-employee relationship) who will perform primarily at the Project site, the Contractor shall comply with all provisions of the Navajo Preference in Employment Act, at 15 N.N.C. §601 *et seq.*
- 38.3 Navajo preference in subcontracting.** 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. In accordance with 5 N.N.C. §205(F), the Navajo Nation Business

Regulatory Department shall have the authority to require the Contractor to comply with current minimum percentages for procurement and subcontract awards to Navajo-owned and controlled entities, firms and organizations, based upon availability and upon the qualifications of such entities to provide specific products and services necessary or appropriate for the Project.

- 38.4 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.
- 39.0 NAVAJO NATION JURISDICTION.** By voluntarily entering into and executing this 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 Contract constitutes a voluntary consensual relationship between the Contractor and the government of the Navajo Nation.
- 40.0 SOVEREIGN IMMUNITY.** Nothing herein 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.*
- 41.0 DISPUTE RESOLUTION.** Any claim, dispute, or other matter in question arising out of or relating to this Contract shall be resolved by the negotiation and arbitration procedures set forth as follows:
- 41.1 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."
- 41.2 Arbitration.** If the negotiation provided for in Article 41.1 herein 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; and
- (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; and
- (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; and
- (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; and
- (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 Contract, the arbitration provisions herein, the arbitration procedures conducted pursuant thereto, and the application of all provisions of the Contract to the Contractor; and
- (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; 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.

**41.3 Exclusive remedy.** The negotiation and arbitration provisions provided herein shall constitute the sole and exclusive remedy to any dispute or controversy arising from this 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

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

**41.5 Challenges limited.** By entering into this 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.

**42.0 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

**For the Contractor:**

**For the Navajo Nation:**

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Date

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

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Employer ID# or SS#

\_\_\_\_\_  
Contractor Authorized Representative

\_\_\_\_\_  
Navajo Nation Authorized Representative

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Contractor License Number

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Contractor License Jurisdiction