



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

The Navajo Nation | Yideeskáądi Nitsáhákees

September 7, 2023

McKinley County
PO Box 70
Gallup, NM 87305



ATTENTION: Robert Baca, Chairperson

REFERENCE: 164 Review 020906 / Contract

Dear Robert:

Attached please find your copy of the approved Contract (CO16124) with the Navajo Nation Division of Transportation. The Contract has been awarded in the amount of \$2,494,034.23. The term of the contract will commence on September 30, 2023, and expires May 31, 2031.

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

Should you have any questions, please contact Ardaniel Begay at 928-371-8351.

Sincerely,

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

Darlene Begay, Senior Accountant
OOC – Contract Administration

xc: Ardaniel Begay, Navajo Nation DOT
Wynonna Henry, CA/ Navajo Nation OOC
Contract Folder: CO16124

EXHIBIT C

To Intergovernmental Agreement between The NAVAJO NATION and MCKINLEY COUNTY, NEW MEXICO McKinley County IGA No. 21-APR-020

Authority:

This Exhibit C to the underlying “Master Agreement” (McKinley County IGA No. 21-APR-020-C), is added to the Master Agreement as contemplated in paragraphs 2, 3, 4, and 10 of the Master Agreement. This Exhibit C has been requested by NDOT and Church Rock Chapter and have obtained construction funding for this project using Tribal Infrastructure Funds (TIF).

Scope of Work:

Project 1: McKinley County shall construct and improve “Superman Canyon Bridge #1”, CR-43, which is on the McKinley County Road Inventory and is crucial route for the citizens of Church Rock Chapter, serving many citizens living northeast of Gallup. This Bridge will be used by citizens of the Navajo Nation and McKinley County.

Further construction details of the Scope of Work are stated in the Recitals below.

Recitals:

Project 1: This project includes the improvements as described: New Bridge on a new alignment, Placement of culverts, signage, reshape road alignment, approaches and ditches, placing base course, prep for stabilizer, and double-pin chip seal. Navajo Nation will be utilizing K223058.9024 TIF funding agreement number 609-22-TFII2 to carry out this project.

For Project 1: McKinley County’s status is that of Grant Funds Recipient, and McKinley County will be responsible for maintaining this project on its Inventory.

This Project 1: is for the County to build and construct Bridge #1 on Superman Canyon Road and to construct/realign the road and approaches to a county Type “C” road, with the addition of a Double-pin Chip Seal – more **detailed in Attachment A** and made a part by reference.

Should any of this Scope of Work or any additional work exceed the amount of the funding source as described herein, the Chapter and Navajo Nation shall find additional funding sources.

Budget:

Project 1: McKinley County has had an estimated cost prepared for this bridge/roadway construction of \$5,000,000.00. The Scope of Work listed for this Exhibit C will be a portion of that construction amount. The stated moneys being received is \$2,494,034.23 which will also pay the applicable 6% Navajo Nation tax.


The Scope of Work as listed herein for the use of these TIF funds shall not exceed \$2,494,034.23 dollars.

ROUTE	FUNDING SOURCE	ACCOUNT NO.	AMOUNT
CR-43A SUPERMAN CYN. RD	TRIBAL INFRASTRUCTURE FUND	K223058.9024	\$2,352,862.49
		6% NN TAX	\$141,171.74
TOTAL AMOUNT NOT TO EXCEED:			\$2,494,034.23

This bridge and road improvements will require a Navajo Nation EPA 401 and US Army Corp. of Engineers 404 permit(s) provided by the Engineer of record retained by McKinley Count. The signing of this Exhibit "C" is acknowledgement by NDOT of the Scope of Work for the TIF funds and the Status of McKinley as set forth herein including the attachments..


IN WITNESS WHEREOF, the PARTIES have executed this EXHIBIT "C" to the Navajo Nation IGA and, McKinley County IGA No. 21-APR-020, on the dates affixed by their signatures.

MCKINLEY COUNTY


 Robert Baca, Chairperson
 McKinley County Board of Commissioners
 P.O. Box 70
 Gallup, NM 87305

Date Signed 8/22/23

THE NAVAJO NATION


 But Nygren, President
 The Navajo Nation
 P.O. Box 7440
 Window Rock, AZ 86515

Date Signed AUG 30 2023

THIS CONTRACT HAS BEEN REVIEWED
 AND IS IN ACCORDANCE WITH NAVAJO NATION LAW

BY 
 NNDOT NR24 AAG
 Navajo Nation Legal Counsel

8/24/23
 Date Signed

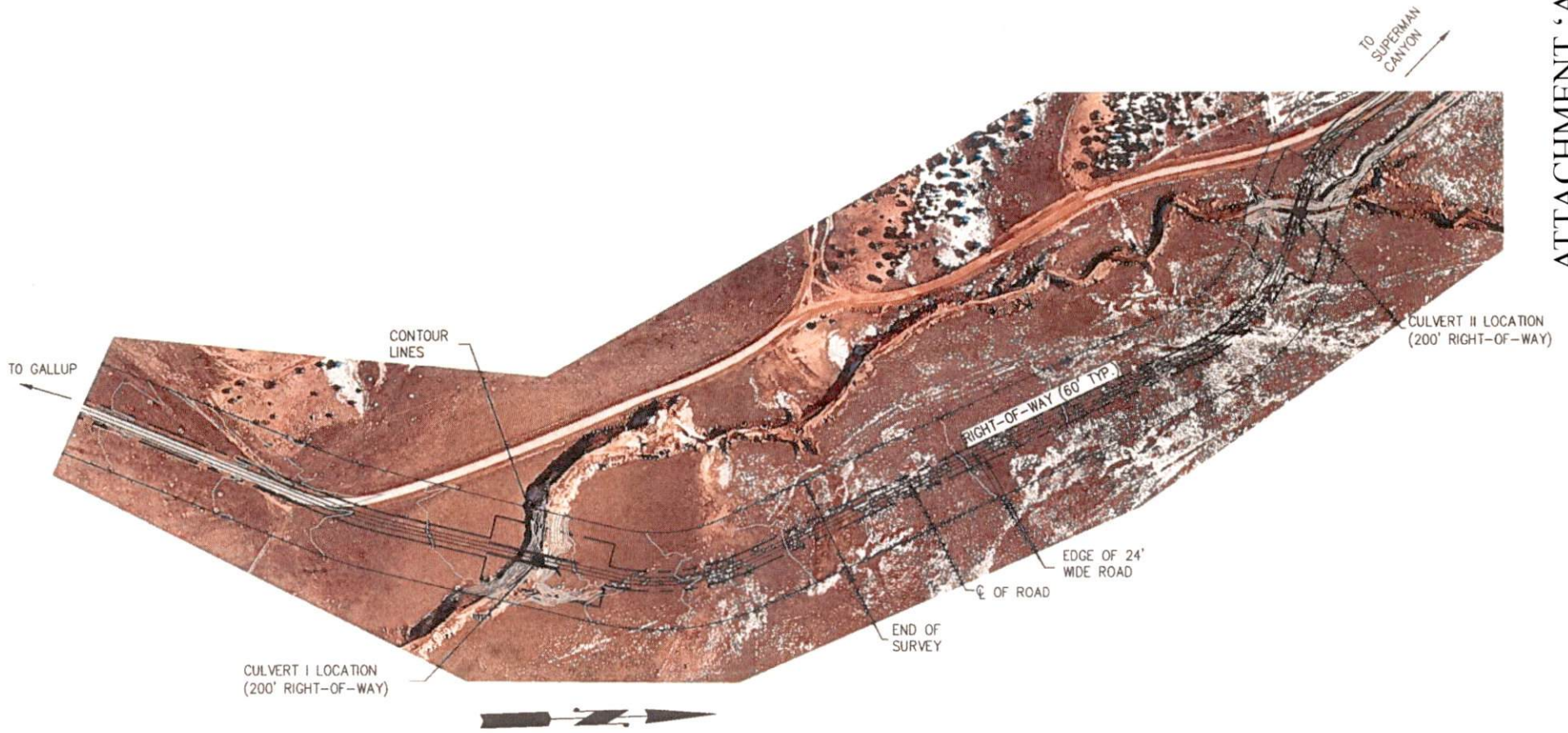
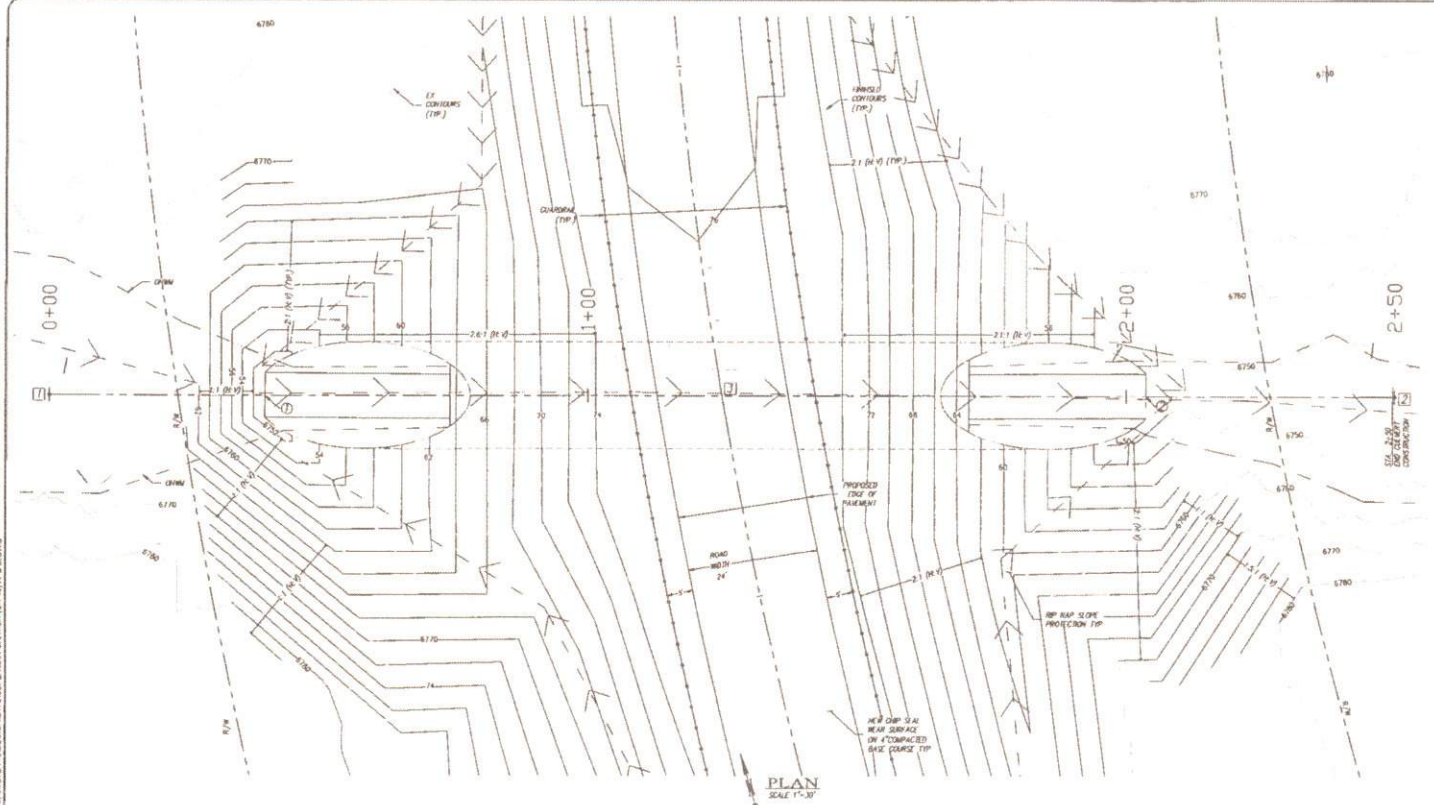


FIGURE 2: ROAD ALIGNMENT
ALONG THE CULVERTS





ALIGNMENT NOTES
FROM ROAD ALIGNMENT: SIDE LEFT FRONT

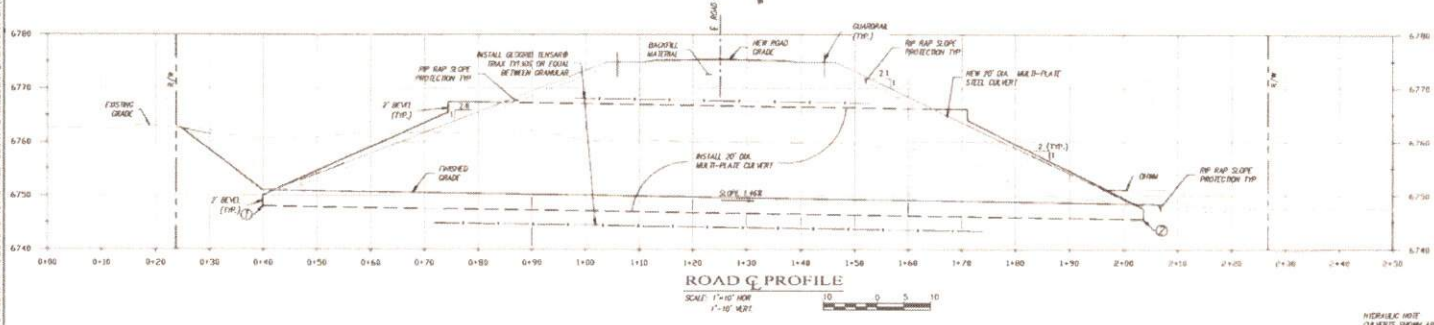
① STA 0+00	STA 1+25.0
M	M
C	C

② STA 2+30	
M	
C	

STA	ELEV	DESCRIPTION
①	2+38.3	CULVERT INVERT ELEVATION
②	2+63.7	CULVERT INVERT ELEVATION

DESIGNED QUANTITIES
 12" 3 GAGE 10" MIX PLAIT CURVERT
 BASE COURSE MATERIAL (AGG150 4-1 1/2-2 1/2)
 FLOWABLE FILL
 GEOTEXT
 HAIRY SOIL ENHANCED
 BACKFILL MATERIAL (90% BASE COURSE MATERIAL)
 10% RAP SLOPE PROTECTION (HIGH-MODULUS GEOTEXTILE)
 QUADRAM PER MANUFACT SPECIFICATIONS
 CMP SEAL AT CULVERT 1
 BASE COURSE UNDER CMP SEAL NEAR SURFACE (6" 1" 2000)

- CONSTRUCTION NOTES**
- CONTRACTOR SHALL INSTALL BASE, FORDAMION, GEOTEXT AND GRANULAR BACKFILL PER THE MANUFACTURER'S RECOMMENDATIONS.
 - CONTRACTOR SHALL USE HAIRY SOIL BACKFILL AND FINAL GRADING.
 - COMPACTION EFFORTS SHALL BE 10% ABOVE THE PROCTOR FOR BASE COURSE MATERIAL AND 5% PROCTOR FOR HAIRY MATERIAL.
 - CONTRACTOR SHALL USE FLOWABLE FILL FOR PROTECTION AS NEEDED.
 - FINAL ROAD ALIGNMENT SHALL BE BY THE COUNTY.
 - CONTRACTOR SHALL PROVIDE SOIL EROSION CONTROL MATERIAL AS NEEDED.
 - INSTALL SLOPE PROTECTION PER MANUFACTURER'S SPECIFICATIONS. SLOPE PROTECTION SHALL INCLUDE HIGH MODULUS GEOTEXTILE FABRIC UNDER THE MESH.



ROAD G PROFILE
 SCALE: 1"=10' HOR
 1"=10' VERT

VERTICAL NOT
 CULVERTS SHOWN ARE CALCULATED FOR 30" W 30" W EVENTS

DePAULI ENGINEERING & SURVEYING LLC
 CIVIL ENGINEERS AND LAND SURVEYORS
 107 NORTH 14th STREET, SUITE 117, NEW OREGON, OR 97131
 TEL: (503) 538-5448 WWW.DEPALUIENGINEERING.COM

for the
McKinley COUNTY
 NEW MEXICO

NO.	DATE	DESCRIPTION

SUPERMAN CANYON
CULVERTS I & II
 (COUNTY ROAD 43)

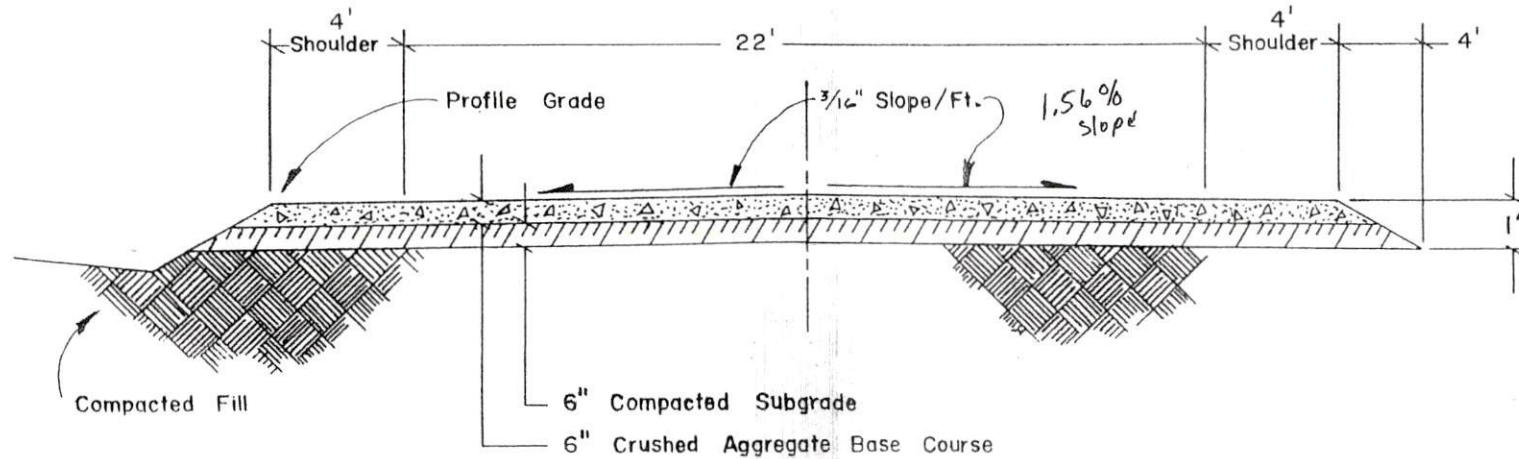
TYPICAL CULVERT
PLAN & PROFILE

SCALE:	SHOW
DATE:	2023
DRAWN BY:	MR
CHECKED BY:	MD

SHEET
 -

Drawing File: L:\03_C:\Users\mcdonogh@mcintosh.com\Documents\SUPERMAN CANYON (CD 43)\CULVERTS\DESIGN\SS\SUPERMAN CANYON (CD 43) PL & S.DWG

TYPICAL ROAD SECTION



-51-

FILL SLOPES

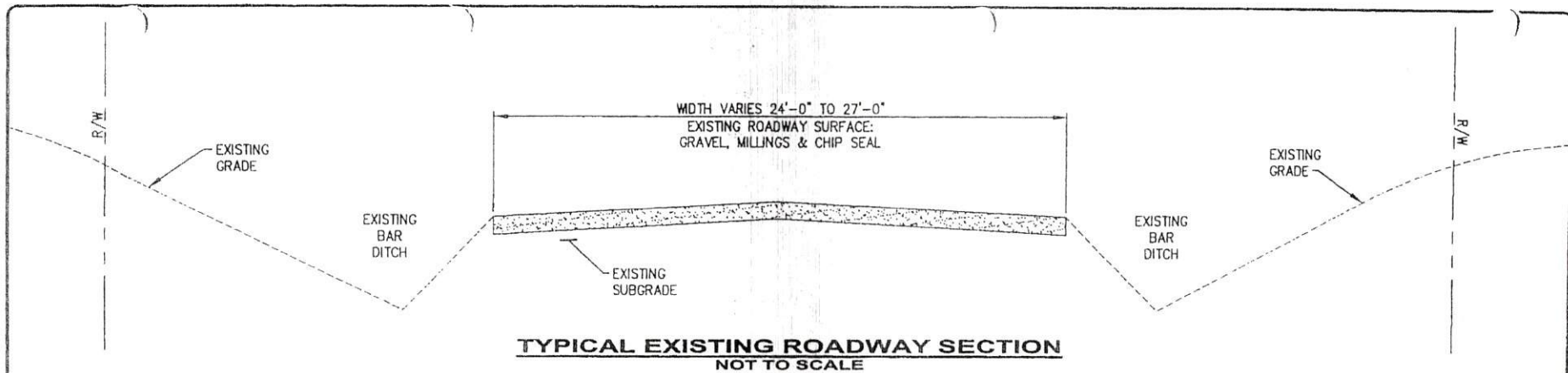
- 6:1 0' To 2' Height
- 4:1 2' To 5' Height
- 2:1 Over 5' Height

CUT SLOPES

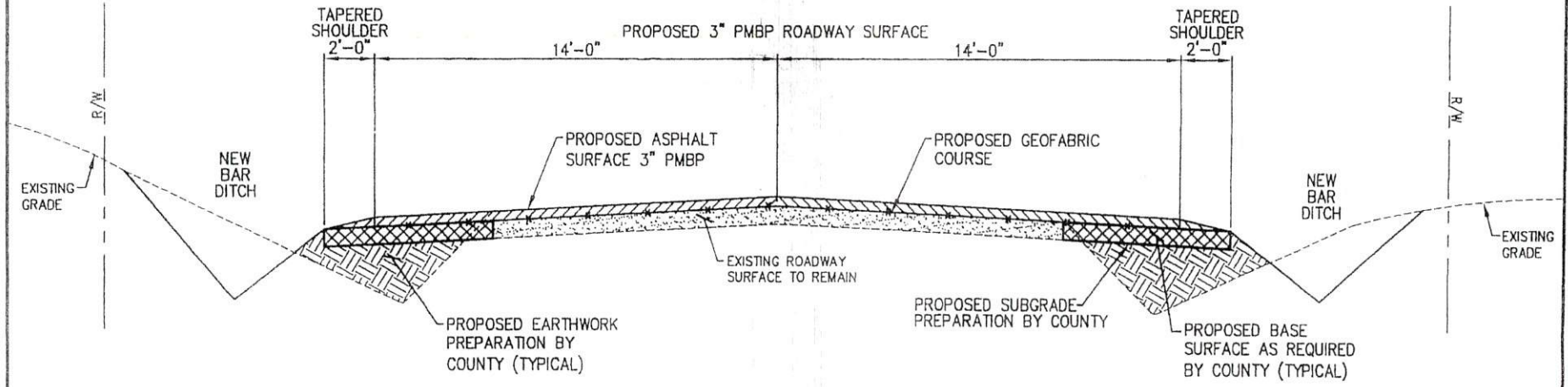
- 4:1 0' To 5' Depth
- 2:1 Over 5' Depth
- 1/4:1 Rock

TYPE "C" ROADWAY
DESIGN SPEED
25 M.P.H. MIN.

Fig. 4.3



TYPICAL EXISTING ROADWAY SECTION
NOT TO SCALE



TYPICAL PROPOSED ROADWAY SECTION
NOT TO SCALE

Prepared by:
DePauli Engineering & Surveying LLC
 - Civil Engineers and Land Surveyors -
 102 West Hill AVE. Gallup, New Mexico 87301
 Tel: (505) 863-5440
 Fax: (505) 863-1919
 des@cnetco.com



TYPICAL SECTIONS
McKINLEY COUNTY ROAD
IMPROVEMENTS AND UPGRADES
 McKINLEY COUNTY, NEW MEXICO

**UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR
 BUREAU OF INDIAN AFFAIRS
 GRANT OF EASEMENT FOR RIGHT-OF-WAY**

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Eastern Navajo Agency, P.O. Box 328 Crownpoint, New Mexico 87313 for, and on behalf of: Crownpoint acting by and through the Superintendent, OIP, Eastern Navajo Agency, Bureau of Indian Affairs, Department of the Interior, Crownpoint P.O. Box 328 Crownpoint, New Mexico 87313, hereinafter referred to as GRANTOR, under authority contained in 209 DM 8 dated November 17, 1981, 230 DM 1 and 3 IAM 4 dated July 19, 2000 and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, in consideration of \$ Waived, the receipt of which is hereby acknowledged, does hereby grant to: COUNTY OF MCKINLEY, P.O. BOX 70, GALLUP, NEW MEXICO 87305-0070, its successors and assigns, hereinafter referred to as GRANTEE, an easement for right-of-way for the following purposes, specifically: for construction, operation and maintenance of the existing road (Superman Canyon Road) Project No. COM-09-002, over the land embraced within a right-of-way situated on Tribal Trust Lands, located in the vicinity of Churchrock, McKinley County, State of New Mexico, being described as follows:

<u>PARCEL</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>MILES</u>	<u>ACREAGE</u>
Navajo Tribal Trust Land - T5048 16N17W29	3522.41'	Varies	0.6671	6.830
Navajo Tribal Trust Land - T5048 16N17W21	3572.29'	60	0.6766	4.920
Navajo Tribal Trust Land - T5048 15N17W5	6407.61'	60	1.2136	8.826
Navajo Tribal Trust Land - T5048 16N17W33	5763.57'	Varies	1.0916	9.483
Navajo Tribal Trust Land - T5048 15N17W5	951.83'	80	0.1803	1.748
Navajo Tribal Trust Land - T5048 15N17W7	5675.35	80	1.0749	10.423
Navajo Tribal Trust Land TOTAL	25893.06	---	4.90	42.23

Said right-of-way is limited to and more particularly described to be 42.23 acres more or less in area, as shown on Exhibit A and B, attached hereto, and made a part hereof.

To have and to hold the said easement and right-of-way unto the GRANTEE and unto its successors and assigns subject to the following provisions:

1. GRANTEE agrees to indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
2. GRANTEE agrees to restore the land to its original condition, as far as is reasonably possible, upon termination or revocation of this easement for any reason. Failing to comply with this stipulation, GRANTEE agrees to bear all expenses and costs incurred by the owner and/or the United States in accomplishing said restoration.
3. GRANTEE agrees to pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
4. GRANTEE agrees to that during the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.
5. GRANTEE agrees to construct and maintain the right-of-way in a workmanlike manner.

6. GRANTEE agrees to clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
7. GRANTEE agrees to take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
8. GRANTEE agrees to do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
9. GRANTEE agrees to build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
10. GRANTEE agrees to that upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
11. GRANTEE agrees at all times to keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
12. GRANTEE agrees to not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.

This easement is subject to any prior valid existing right or adverse claim and is [without limitations as to tenure, shall commence upon Secretary's approval, and], so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way may be terminated in whole or in part by the GRANTOR for any of the following causes upon 30 days written notice, and failure of the GRANTEE within said notice period to correct the basis for termination (25 CFR 169.20):

1. Failure to comply with any term or condition of the Grant, or the applicable regulations.
2. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
3. An abandonment of the right-of-way, as determined by the BIA.

The condition for this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this grant of easement this 26th day of Aug, 2010.

UNITED STATES OF AMERICA
 BY [Signature]
 (Name)
Acting Superintendent, Eastern Navajo Agency
 (Title)

DOCH 350955
 09/02/2010 04:29 PM Page 3 of 5
 ERSE R:50.00 J. C. Sloan, McKinley County

U.S. DEPARTMENT OF THE INTERIOR
 Bureau of Indian Affairs
 Eastern Navajo Agency
 P O Box 328
 Crownpoint, New Mexico 87313

ACKNOWLEDGEMENT

COUNTY OF McKinley ss:
 Subscribed and sworn to before me this 26th day of August 20 10
[Signature]
 Signature of Notary Public
 My commission expires 02/15, 20 11.

UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Eastern Navajo Agency, P.O. Box 328 Crownpoint, New Mexico 87313 for, and on behalf of: Crownpoint acting by and through the Superintendent, OIP, Eastern Navajo Agency, Bureau of Indian Affairs, Department of the Interior, Crownpoint P.O. Box 328 Crownpoint, New Mexico 87313, hereinafter referred to as GRANTOR, under authority contained in 209 DM 8 dated November 17, 1981, 230 DM 1 and 3 IAM 4 dated July 19, 2000 and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, in consideration of \$ Waived, the receipt of which is hereby acknowledged, does hereby grant to: COUNTY OF MCKINLEY, P.O. BOX 70, GALLUP, NEW MEXICO 87305-0070, its successors and assigns, hereinafter referred to as GRANTEE, an easement for right-of-way for the following purposes, specifically: Construction, operation and maintenance of existing road (Superman Canyon Road), Project No. COM-09-002, over the land embraced within a right-of-way situated on the following described lands:

<u>Parcel</u>	<u>Length</u>	<u>Width</u>	<u>Miles</u>	<u>Acres</u>
Navajo Allotment 1401	2,548.28	Varies	0.4826	5.644
Navajo Allotment 1408	2,357.22	60	0.4464	3.247
Navajo Allotment 1409	958.92	Varies	0.1816	2.268
Navajo Allotment 257863	821.16	60	0.1555	1.131
Navajo Allotment TOTAL	6,685.58	—	1.2661	12.29

Said right-of way is limited to and more particularly described to be 12.29 acres in area, as shown on Exhibit A, attached hereto, and made a part hereof.

To have and to hold the said easement and right-of-way unto the GRANTEE and unto its successors and assigns subject to the following provisions:

1. GRANTEE agrees to indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
2. GRANTEE agrees to restore the land to its original condition, as far as is reasonably possible, upon termination or revocation of this easement for any reason. Failing to comply with this stipulation, GRANTEE agrees to bear all expenses and costs incurred by the owner and/or the United States in accomplishing said restoration.
3. GRANTEE agrees to pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
4. GRANTEE agrees to that during the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the enement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.
5. GRANTEE agrees to construct and maintain the right-of-way in a workmanlike manner.
6. GRANTEE agrees to clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.

7. GRANTEE agrees to take soil and resources conservation protection measures, including weed control, on the land covered by the right-of-way.
8. GRANTEE agrees to do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
9. GRANTEE agrees to build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
10. GRANTEE agrees to that upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to Secretary's approval.
11. GRANTEE agrees at all times to keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.
12. GRANTEE agrees to not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.

This easement is subject to any prior valid existing right or adverse claim and is [without limitation as to tenure, shall commence upon Secretary's approval, and], so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way may be terminated in whole or in part by the GRANTOR for any of the following causes upon 30 days written notice, and failure of the GRANTEE within said notice period to correct the basis for termination (25 CFR 169.20):

1. Failure to comply with any term or condition of the Grant, or the applicable regulations.
2. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
3. An abandonment of the right-of-way, as determined by the BIA.

The condition for this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this grant of easement this 26th day of Aug, 2010.

UNITED STATES OF AMERICA
 BY [Signature]
 (Name)
 Acting Agency Superintendent, Eastern Navajo Agency
 (Title)

U.S. DEPARTMENT OF THE INTERIOR
 Bureau of Indian Affairs
 Eastern Navajo Agency
 P O Box 328
 Crownpoint, New Mexico 87313

ACKNOWLEDGEMENT
 STATE OF NEW MEXICO
 COUNTY OF Mckinley

Subscribed and sworn to before me this 26th day of August 2010
[Signature]
 Signature of Notary Public

My commission expires 02/15, 2011.

DOCH 350955
 09/02/2010 04:29 PM Page 5 of 5
 EASE R:50 00 J. C. Sloan, McKinley County





RESOLUTION NO. MAY-23-043

**A Resolution
approving the awarded New Mexico Tribal Infrastructure Fund (NMTIF) for
construction of Superman Canyon Bridges.**

WHEREAS, the McKinley County Board of Commissioners did meet in regular session on May 23rd, 2023; and

WHEREAS, McKinley County is an appropriate recipient for this NMTIF funding; and

WHEREAS, the McKinley County Road Department has the planning, design completed construction, construction management, and testing for these bridges will take place with the installation on Superman Canyon – project being part of a series of bridges and identified as Superman Canyon Bridges 1 and 2.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of McKinley County: that the receipt via Exhibit “C” to the Master Agreement with Navajo Division of Transportation is approved for this project to receive the NMTIF funds; and that the staff of the County (County Manager and County Road Superintendent) shall take the necessary steps to see that upon receipt of the funds the construction will be timely made within the 36 months mentioned with the NMTIF grant.

Done at Gallup, McKinley County, New Mexico, this 23rd day of May 2023.

McKINLEY COUNTY BOARD
OF COMMISSIONERS

Handwritten signature of Robert Baca in blue ink.

Robert Baca, Chairperson

Handwritten signature of Danielle Notah in blue ink.

Danielle Notah, Commissioner

Handwritten signature of Walt Eddy in blue ink.

Walt Eddy, Commissioner

ATTEST:

Handwritten signature of Jacqueline K. Sloan in blue ink.

Jacqueline K. Sloan, County Clerk

DOCN 404308

05/23/2023 11:36 AM Page: 1 of 1
RES R: \$0.00 J. K. Sloan, McKinley County

