

RESOLUTION NO. 45-22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Authorizing the Nation to enter into a Construction Contract with MKE Construction (Michael Kent Eaton, dba MKE Construction) for Construction of a Screened-In Gathering Area at the Nation's Senior Center at the Clarkdale Reservation

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided by Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to “manage all tribal economic affairs and enterprises” and to “appropriate and regulate the use of tribal funds” as provided by Article V (i) and (k), respectively, of the Constitution; and
- WHEREAS:** The Yavapai-Apache Nation provides essential governmental services for the benefit of the Nation and its members, including programs and services for the Nation’s senior members; and
- WHEREAS:** The Nation’s Senior Program Manager recommends to the Council that a screened-in gathering area be constructed at the Nation’s Senior Center on the Clarkdale Reservation; and
- WHEREAS:** The Council, on recommendation of the Executive Department, Office of the Chairman, desires to approve a contract with MKE Construction (Michael Kent Eaton, dba MKE Construction) (“Contractor”) to construct a screened-in gathering area at the Nation’s Senior Center on the Clarkdale Reservation in accordance with the terms and conditions of the Construction Contract with Contractor (the “Agreement”), a copy of which is attached to this Resolution as **Exhibit A**, together with the contract documents referenced in the Agreement; and

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Yavapai-Apache Nation (acting through YANTH) to enter into a contract with MKE Construction (Michael Kent Eaton, dba MKE Construction), in accordance with the terms and conditions set out in the form of Agreement attached to this Resolution as **Exhibit A**, together with the Contract Documents referenced in the Agreement, with compensation paid to Contractor under the Agreement **Not To Exceed Twelve Thousand Three Hundred Twelve and 00/100 Dollars (\$12,312.00)** without further Council approval as set forth in an amendment to the Agreement.

BE IT FURTHER RESOLVED that the Nation's funds shall be used to fund compensation paid to Contractor under the Agreement and shall be appropriated from the Senior Program DHHS Title VI Grant Funds provided to the Nation under the CARES Act Coronavirus Relief Fund, Grant No: 2014AZNAC3-00.

BE IT FINALLY RESOLVED that the Chairman, and Vice-Chairwoman, or either of them, are hereby authorized to execute the above referenced Agreement on behalf of the Nation and to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on March 24 2022, by a vote of 9 9 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.




Jon Huey, Chairman

ATTEST:

Karla Reimer

Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

EXHIBIT A

Yavapai-Apache Nation

Contract – MKE Construction (Contractor)

Construction of Screened-in Gathering Area at Clarkdale Senior Center

March 24, 2022



Yavapai-Apache Nation Office of the Chairman

2400 West Datsi Street, Camp Verde, AZ 86322

Phone (928)567-1021 Fax (928)567-3994

CONSTRUCTION CONTRACT Fixed-Price Basis

This CONSTRUCTION CONTRACT (hereinafter "Agreement") is made and entered into on the 24th day of March 2022 (the "Effective Date"), by and between The Yavapai-Apache Nation ("Nation") and M.K.E. Construction, ("Contractor").

PROJECT DESCRIPTION: Contractor will construct a screened-in gathering area at the Nation's Senior Center at the Clarkdale Reservation, Clarkdale Arizona. All work will be done in accordance with Contractors Proposal of February 24, 2022, a copy of which is attached to this Agreement and incorporated herein by reference.

PROJECT LOCATION: Senior Center, Clarkdale Reservation, Clarkdale Arizona.

CONTRACTOR AND CONTACT INFORMATION: Michael Kent Eaton DBA MKE Construction, 1100 E. Logan Circle, Cottonwood, AZ 86326, AZ-ROC License No. 196664, Phone: 928-300-8374, mke.construction@earthlink.com.

RECITALS

WHEREAS: The Yavapai-Apache Nation ("Nation") provides essential governmental services for the benefit of the Nation and its members, including programs and services for the Nation's senior members; and

WHEREAS: Nation desires to retain M.K.E. Construction as Contractor for the Work under this Agreement, and Contractor is willing to provide the Work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated into this Agreement, the terms and conditions contained herein and attached hereto, the provisions of the Limited Warranty set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nation and Contractor do hereby agree as follows:

1. **SCOPE OF WORK TO BE PROVIDED BY CONTRACTOR:** Contractor will provide all labor (either directly or by sub-contract), equipment, and materials necessary to accomplish the following work: Construct a screened-in gathering area at the Nation's Senior Center on the Clarkdale Reservation in Clarkdale Arizona (the "Work"), in accordance with

Contractor's Proposal dated February 24, 2022, a copy of which is attached to this Agreement as Exhibit A and incorporated herein by reference. The Work will be completed by Contractor for a total fixed-price of Twelve Thousand Three Hundred Twelve and 00/100 Dollars (\$12,312.00), the "Contract Sum", which sum the Nation agrees to pay for satisfactory completion of the work in accordance with the schedule of compensation set forth herein below. The Contract Sum is intended to include all costs necessary for Contractor to complete the work, including but not limited to the following items:

- (a) Wages of Contractor's workers directly employed by Contractor to perform the Work, including welfare, unemployment compensation, worker's compensation, social security, and other benefits.
- (b) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completion of the Work; all discounts for cash or prompt payment shall accrue to Contractor.
- (c) Payments made by Contractor to all subcontractors in accordance with the requirements of the subcontracts.
- (d) Cost of all materials, temporary storage facilities, equipment, and hand tools not customarily owned by the workers, which are provided by Contractor at the site and fully consumed in the performance of the Work.
- (e) Rental costs for necessary temporary facilities, machinery, equipment, and hand tools used at the site of the Work.
- (f) That portion directly attributable to this Agreement of premiums for insurance and bonds.
- (g) Costs of removal of debris from the site.
- (h) Costs of any required building permits, fees for access to and consumption of water, sewer, electric power, gas, telephone, and other utilities and costs of any other governmental or private licenses or permits necessary to the Work.
- (i) All taxes payable by Contractor arising out of this Agreement and the Work, except that no taxes shall be imposed by the Yavapai-Apache Nation on the Contractor or against the Work.
- (j) All other costs necessary to complete the Work in accordance with **Contractor's Proposal of February 24, 2022.**

Contractor will determine the method, details, and means of performing the above described services, provided that Contractor shall coordinate and work with the Nation's Project Manager, David Schreiner, in scheduling and carrying out the Work. All changes in the above Scope of Work that result in a change in the Contract Amount or the contract time established under section 3 of this Agreement, must be set out in a Change Order having the prior written approval of the

Nation's Chairman or Vice Chairwoman *before* beginning the changed Work. If the Change Order is not approved by the Nation and the work has already been completed by Contractor, the Nation is not obligated to pay for the unapproved changed Work.

2. **COMPENSATION AND PAYMENT:** As full compensation for satisfactory completion of the Work to be provided by Contractor under this Agreement (see Section 1 above), the Nation shall pay Contractor compensation, inclusive of all fees, costs, and expenses, in **an amount not to exceed Twelve Thousand Three Hundred Twelve and 00/100 Dollars (\$12,312.00), hereinafter the "Contract Sum"**.

The Contract Sum shall be paid to Contractor as follows:

- (a) Contractor shall provide Nation an Invoice-Request for a Progress Payment ("Request for Progress Payment") based upon a Schedule of Values setting forth the portion of the Compensation that Contractor determines to be payable for the Work performed and materials ordered or supplied as of the date of the Request for Progress Payment. Nation shall make payment to Contractor in the amount of the Request for Progress Payment, no later than ten (10) business days after the delivery of same by Contractor to Nation as follows:
 1. 50% Deposit (\$6,156.00) shall be due on execution of this Agreement for Contractor's mobilization and ordering/purchase of materials; and
 2. 50% (\$6,156.00) shall be due upon satisfactory completion of the Work, as determined by Nation's final inspection of the Work (Final Payment).
- (b) Contractor shall promptly pay its workers, suppliers and each subcontractor, upon receipt of each progress payment from Nation, out of the amount paid to Contractor on account of such workers, suppliers, and subcontractor's work, the amount to which each is entitled. Contractor shall, by an appropriate Contract with each subcontractor (if any), require each subcontractor to make payments to his sub-subcontractors and suppliers in a similar manner. Nation shall have no obligation to pay or to see to the payment of any moneys to any workers, suppliers, or subcontractors.
- (c) Contractor warrants that title to all Work, materials and equipment covered by a Request for Payment will pass to the Nation either by incorporation in the Work or upon the receipt of payment by Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials or equipment covered by a Request for Progress Payment will have been acquired by Contractor or by any other person performing work at the site or furnishing materials and equipment subject to a Contract under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or such other person.
- (d) The final payment to Contractor shall not become due until the Work is fully complete under the Contract Documents and Contractor submits to Nation (1) an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work, for which Nation might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to payment; and (3) other data establishing payment

or satisfaction of all such obligations, including but not limited to: receipts, releases and waivers of liens arising out of this Agreement to the extent and in such form as may be required by Nation. If any subcontractor or materialman refuses to furnish a release or waiver required by Nation to indemnify it against any such lien, Contractor may furnish a bond satisfactory to Nation to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to Nation all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- (e) Upon full satisfaction of the above requirements for final payment, the final payment of the entire unpaid balance of the Contract Sum shall be paid by Nation to Contractor upon the reasonable mutual determination by Nation and Contractor that the Work is complete, except for the responsibilities of Contractor under the Warranty provided hereunder.
- (f) **Contractor must provide the Nation a completed IRS Form W-9 for Independent Contractors. Payment to the Contractor under this Agreement will not be made by Nation unless a completed W-9 is on file with the Nation.**

3. CONTRACT TIME - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION: Contractor shall commence the Work on a day established by Nation in a written Notice to Proceed, and Contractor shall achieve Substantial Completion of the Work on or before the expiration date stated on the Notice to Proceed (the "Contract Time"), but no later than sixty (60) days following the Effective Date of this Agreement, subject to such extensions of the Contract Time as Nation and Contractor mutually agree to in a written amendment to this Agreement set forth as an approved Change Order. The Work shall be deemed Substantially Complete upon the determination by Nation that the Work is sufficiently complete in accordance with the Contract Documents so that Nation can occupy or utilize the Work suitable for its intended purpose, notwithstanding the existence of minor items of Work to be completed or corrected prior to final payment by Nation to Contractor.

4. LIQUIDATED DAMAGES: Contractor acknowledges and agrees that Nation will suffer damages if Contractor fails to achieve Substantial Completion of the Work within the Contract Time established hereinabove and that it is difficult to ascertain the extent of such damages in advance. Therefore, Contractor agrees to pay and shall pay Nation liquidated damages in an amount equal to **One Hundred Dollars (\$ 100.00)** for each calendar day that Substantial Completion is delayed beyond the Contract Time. Nation and Contractor agree that said liquidated damages are a reasonable estimate of the actual damages that Nation will incur as a result of such delay in achieving Substantial Completion. Subject to the provisions of the Contract Documents, Nation shall be entitled to liquidated damages for failure of the Contractor to complete the Work within the specified Contract Time. Liquidated damages shall be paid by deduction by Nation from progress payments in the final payment period. If the total amount of liquidated damages assessed against the Contractor exceeds deductions from progress payments in the final payment, Contractor shall be liable for the difference, and shall immediately pay the same to Nation. Liquidated damages shall not be assessed by the Nation for any delays caused by unforeseeable circumstances beyond Contractor's control, including but not limited to circumstances falling within force majeure as defined under Arizona contract law, and including supply-chain issues, public health issues, and pandemic-induced governmental and business closures.

5. **TERMINATION:** Nation reserves the right to terminate this Agreement at any time without cause and without further obligation to Contractor except for payment due for services provided prior to the effective date of such termination.

6. **WARRANTY:**

- (a) Contractor warrants to Nation that all materials and equipment furnished under the Contract will be new unless otherwise specified in the Contract Documents and that all installed Work will be of the highest quality, free from faults and defects and in strict conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized by NATION, may be considered defective. If required by Nation, Contractor shall furnish satisfactory evidence as to the type and qualities of materials and equipment provided for the Work.
- (b) Contractor shall promptly correct all Work rejected by Nation as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.
- (c) If within one year after the date of final acceptance of the Contract Work by Nation, as evidenced in a writer certificate of acceptance, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, or provided by the Contractor, any of the Contractor's work is found to be defective or not in accordance with the Contract Documents, Contractor, at its sole expense, shall correct it promptly after receipt of a written notice from Nation to do so. This Warranty obligation shall survive termination of this Agreement.

GENERAL PROVISIONS:

7. **INDEPENDENT CONTRACTOR STATUS:** Contractor acknowledges that it is an Independent Contractor and is not an employee of Nation and understands that as an Independent Contractor, Contractor is not entitled to any employee benefits as may be available to employees of the Nation, including but not limited to employee tax withholding, sick leave, vacation, disability or unemployment insurance, worker's compensation or any other employment benefit.

8. **INSURANCE:** Before commencing the Work, Contractor, and at the discretion of the Contractor, each of its subcontractors (if any), shall provide insurance coverage against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees, or subcontractors, and all such policies of insurance shall be maintained for the duration of the contract, *and for 1 year thereafter, and certificates of said policies shall be furnished to* the Nation showing that the following insurance is in force and will protect Contractor and the Nation (Nation to be named as an additional insured on Contractor's insurance) from claims which may arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of

them, or by anyone for whose acts any of them may be liable:

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

- (a) **Commercial General Liability (CGL)** with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage (not to be written on a per-project basis).
- (b) **Automobile Liability** with limits no less than \$1,000,000.00 (combined single limit) per accident for bodily injury and property damage, including uninsured/underinsured liability.
- (c) **Workers' Compensation** insurance with Statutory Limits as required by the State of Arizona, and **Employers' Liability** insurance with a limit of no less than \$1,000,000 per accident for bodily injury and \$1,000,000 for each disease and a 1,000,000-policy limit.

OTHER INSURANCE PROVISIONS: The required insurance policies as specified above are to contain, or be endorsed to contain, the following provisions:

- (a) The Yavapai-Apache Nation, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG2337 forms if later revisions used).
- (b) For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Nation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Nation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with 30-days' written notice to the Nation.

9. **INDEMNIFICATION:** The Yavapai-Apache Nation shall have no obligation to indemnify Contractor should any losses, claims, damages, and expenses result, in whole or in part, from the negligent acts, omissions or errors of Contractor in connection with the Work. Contractor agrees to indemnify and hold harmless the Nation against all liability, loss or expense resulting from the negligent acts, omissions or errors of the Contractor, its officers, directors, employees, and sub-contractors arising from the Work provided. Contractor agrees to pay all costs of any such actions, including expenses and reasonable attorneys' fees. Each party shall give the other prompt written notice of the assertion of any claim or the commencement of any action that may expose the other to liability.

10. **CONFIDENTIALITY:** In the course of performing Services under this Agreement, Contractor may come in contact with or become familiar with information which the Nation may

consider confidential. Contractor agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than appropriate personnel of the Nation. Upon expiration or termination of this Agreement, Contractor will return to Nation all documents and other materials, unless Nation has expressly consented to the Contractor's retention of such documents and materials.

11. CONTRACTOR OBLIGATIONS: As provided hereinabove, Contractor is solely responsible for providing, at Contractor's own expense, general liability, automobile liability, disability, unemployment, workers' compensation, and other applicable insurance, training, permits, and licenses for Contractor. Contractor is also responsible for paying when due all federal and state income taxes, including estimated taxes or withholding, social security, and other taxes incurred because of the compensation paid to Contractor for services under this Agreement. Contractor agrees to indemnify the Nation for any claims, costs, losses, fees, penalties, interest, or damages suffered by the Nation resulting from Contractor's failure to comply with this provision.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties regarding the subject matter contained herein, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment, extension, or change of this Agreement shall be binding unless in writing and signed by both parties at least two (2) days prior to the date of the intended cancellation or modification.

13. WAIVER: The failure of either party to insist on strict compliance with any of the terms or conditions of this Agreement by the other party shall not be deemed a waiver of that term or condition. If any provision in this Agreement is held by the Nation's Tribal Court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being invalidated.

14. OWNERSHIP: All ideas, plans, improvements, inventions, or documents developed by Contractor in connection with the services rendered under this Agreement shall belong to the Nation, unless otherwise agreed to in writing.

15. COMPLIANCE WITH LAWS AND REGULATIONS: Contractor shall comply with all laws, ordinances, rules, regulations, or orders of the Yavapai-Apache Nation.

16. EMPLOYMENT PREFERENCE - YAVAPAI-APACHE NATION TRIBAL EMPLOYMENT RIGHTS PROGRAM: This Agreement may be subject to the Yavapai-Apache Nation Tribal Employment Rights Office Code (TERO). The contractor agrees to comply with all requirements of the Nation's TERO Code. The Nation does not assess a TERO Compliance Fee. However, the Contractor's failure to comply with any applicable requirement of the TERO Code may subject the Contractor to Enforcement Procedures and to the assessment of monetary penalties and fines. The TERO Code shall be a part of the Contract Documents. The Contractor agrees to fully comply with all requirements of the TERO Code. Prior to commencing Work under this Agreement, the Contractor shall meet with the Nation's TERO Officer to determine the applicability of the Code to the Work under this Agreement, and if the Code is determined applicable by the TERO Officer, Contractor shall negotiate and enter into a Compliance Agreement as required under the Code. The Notice to Proceed under this Agreement will not be

issued until Nation has received and reviewed the Compliance Agreement approved by the TERO Officer. The Contractor acknowledges that under the Code the Contractor has the initial and primary responsibility to ensure that all of Contractor's Subcontractors comply with the Code.

For additional information on Indian Employment and the Indian Preference requirements under this Agreement, the Contractor is advised to contact the TERO Officer (Nation's HR Director); Phone (928) 567-1080.

17. **STATE SALES TAXES:** The Yavapai-Apache Nation is a federally recognized Indian Tribe. All Work to be performed by Contractor under this Agreement will occur within the boundaries of the Nation's reservation lands. The Nation is exempt from the payment of Arizona State sales taxes and will provide contractor with a certificate evidencing such tax exemption. Contractor shall not include any amount for state sales taxes in its invoices under this Agreement.

18. **DISPUTE RESOLUTION:**

(a) **Informal Negotiations.** Nation and Contractor agree to engage in informal negotiations to resolve any dispute arising under this Agreement. In the event that any dispute between Nation and Contractor is not resolved through informal negotiations, the Parties agree that, subject to the Limited Waiver of Sovereign Immunity provided by Nation in Section 18(b) below, the dispute may be resolved through the Nation's Tribal Court.

(b) **Limited Waiver of Sovereign Immunity.** The Yavapai-Apache Nation is protected by sovereign immunity from unconsented lawsuits. Except as provided in this Section 18(b), nothing in this Agreement or other writing is or shall be deemed to be a waiver of the Yavapai-Apache Nation's sovereign immunity from suit, which immunity is hereby expressly asserted and affirmed. However, in order to provide for dispute resolution and the enforceability of this Agreement as provided in this Section 18, Nation grants to Contractor a limited waiver of its sovereign immunity as follows: (1) Nation agrees that all unresolved disputes arising under this Agreement shall be submitted to the Yavapai-Apache Nation Tribal Court as provided under this Section 18(b) and that such tribal court action shall be the exclusive means of dispute resolution under this Agreement; (2) Nation agrees that the Yavapai-Apache Nation Tribal Court shall have subject matter jurisdiction over the resolution of disputes arising under this Agreement, but only as to matters arising under this Agreement, and no other claim or dispute may be brought before the Tribal Court, and no other court or forum shall have jurisdiction to hear any claim or dispute arising under this Agreement; (3) it is acknowledged and agreed between Nation and Contractor that the limited waiver of sovereign immunity provided by this Section 18(b), shall extend only to disputes between Nation and Contractor and shall apply only to an action by Contractor for any claim for breach of the Agreement, and that this limited waiver shall therefore not extend to or be effective as to any claim or action against Nation by any party other than Contractor (including without limitation any purported third party beneficiary of the Agreement); (4) The liability of Nation for any recovery under this Agreement as provided for hereunder shall be limited to actual unpaid contractual obligations (compensatory damages) and/or specific performance, and shall not in any case include general, consequential, incidental, special, indirect, punitive or any other damages, whether in tort or contract, all of which are hereby expressly declared to be outside of the

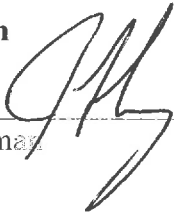
scope of the waiver of sovereign immunity provided for under this Section 18(b), and Nation's total liability to Contractor for compensatory damages under any judgment entered by the Tribal Court as provided for herein shall in no case exceed earned but unpaid amounts owed by Nation to Contractor for the Work provided by Contractor under this Agreement up to but not exceeding the Contract Sum; (5) The Tribal Court's jurisdiction, as limited hereunder, shall not be construed to empower the Court to enter a judgment that reaches or encumbers the assets or property of the Yavapai-Apache Nation other than the financial assets of Nation needed to satisfy such judgement as may be awarded under 18 (b)(4) immediately above; and (6) this limited waiver of sovereign immunity shall expire two (2) years after the termination, cancellation or completion of the Agreement, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals and enforcement proceedings therefore until the underlying legal claim or claims have been finally determined. The parties also agree that this limited waiver of sovereign immunity shall be strictly construed.

- (c) **Governing Law** This Agreement shall be construed in accordance with the laws of the Yavapai-Apache Nation, and, where applicable, the laws of the State of Arizona as limited by this paragraph. Arizona law shall apply, without giving effect to any conflicts of laws principles, only with regard to interpretation of this Agreement where the laws of the Yavapai-Apache Nation are silent on such interpretation. The laws of the Yavapai-Apache Nation shall apply in all other instances.

THIS AGREEMENT is executed this 24th day of March, 2022.

Nation

Chairman



Contractor

Owner/Representative

NOTICE TO PROCEED

TO:

M.K.E Construction
1100 E. Logan Circle
Cottonwood, AZ 86326

Date:

Project: Clarkdale Senior Center

You are hereby notified to commence WORK for completion of the above reference Project in accordance with the Agreement date _____ and you are to complete the WORK within ____ consecutive _____ thereafter. The date of completion of all WORK is therefore _____.

Yavapai-Apache Nation

By: _____

David Schreiner

Title: Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE to PROCEED

Is hereby acknowledged by:

M.K.E. Construction,

(Contractor)

this _____ day,

of _____, 2022,

By: _____

Title: _____

EXHIBIT A

To:
Yavapai-Apache Nation

Contract – MKE Construction (Contractor)

Construction of Screened-in Gathering Area at Clarkdale Senior Center

Contractor's Proposal of February 24, 2022

March 24, 2022

M. K. E. CONSTRUCTION

1100 E Logan Circle, Cottonwood, AZ 86326 ~ 928 300 8374

AZ ROC 196664 – CA LIC 490850

mke_construction@earthlink.net

PROPOSAL

DATE	02/24/22	EMAIL	dschreiner@yan-tribe.org
JOB LOCATION	Senior Center Clarkdale AZ		

I, Mike Eaton of MKE CONSTRUCTION, do hereby propose to furnish materials and labor to complete the following project(s):

Create enclosed gathering area at backside of senior center. Items included in the project are as follows:

1. Remove existing metal railing panels at exterior gathering area.
2. Provide wood framed wall with exterior grade siding to match existing height of metal guard rail.
3. Provide wood framing for two (2) metal screen security doors. Doors to have locking handle and dead bolts. Doors to have anti-bug sealing kits.
4. Provide wood framing for the installation of eleven (11) metal framed window screens at location indicated on construction plans.
5. Construction includes all framing material and trim material for a clean finished appearance.
6. Paint new structure with color approved by YANTH.
7. Install two (2) 60" Hunter brand ceiling fans with lite and remote control at existing ceiling lite locations.
8. Remove all construction debris from property to approved county refuse location.

Total cost of project.....\$12,112.00

(NOTE: If senior center restroom is not available add Porta-Jon200.00
Total cost with Porta-Jon.....\$12,312.00)

Thank you for choosing
MKE CONSTRUCTION