

RESOLUTION NO. 111 -23
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

**A Resolution Authorizing the Nation to enter into a Construction Contract
with Lars Southwest Construction, LLC, to Construct a Residential Remodel
of the Residence Located Within the Nation's Middle Verde Reservation
Lands at 2241 Upper Sine Street, Camp Verde, Arizona**

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 Council is responsible for providing quality housing for the Nation's members; and

WHEREAS: The Council has previously authorized Yavapai-Apache Nation Tribal Housing ("YANTH") to proceed with remodels of designated tribal member homes; and

WHEREAS: The Council, on recommendation of the YANTH Director, desires to authorize YANTH to retain the services of Lars Southwest Construction, LLC, ("Contractor") to construct a remodel of the residence located within the Nation's reservation lands at 2241 Upper Sine Street, Camp Verde, Arizona, 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.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes Yavapai-Apache Nation Tribal Housing to enter into a contract with Lars Southwest Construction, LLC, 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 Two Hundred Five Thousand and 00/100 Dollars (\$205,000.00)**, unless further Council approval is provided 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 funds allocated to YANTH by the Council under the Nation's F/Y 2023 Governmental Operations Budget.

BE IT FINALLY RESOLVED that the Chairwoman, and Vice-Chairman, or either of them, are hereby authorized 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 June 22 2023, by a vote of 8 8 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Tanya Lewis, Chairwoman

ATTEST:



Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

EXHIBIT A

Yavapai-Apache Nation Tribal Housing

Contract – Lars Southwest Construction (Contractor)

Residential Remodel – 2241 Upper Sine Street, Camp Verde, AZ 86322

June 22, 2023



Yavapai-Apache Nation Tribal Housing

1500 E. Cherry Creek Road, PO Box 3310 – Camp Verde, AZ 86322

Phone (928)567-4191 Fax (928)567-5310

aschaeffer@yan-tribe.org

CONSTRUCTION CONTRACT

Fixed Price Basis

Contract Number 23 - 1891

This **CONSTRUCTION CONTRACT** (hereinafter “Agreement”) is made and entered into on the 22nd day of June 2023 (the “Effective Date”), by and between The Yavapai-Apache Nation Tribal Housing Department (“YANTH”) and Lars Southwest Construction, (“Contractor”).

PROJECT DESCRIPTION: Residential Remodel

PROJECT LOCATION: 2241 Upper Sine St., Camp Verde, AZ 86322 (Vera Nutumya Home).

CONTRACTOR AND CONTACT INFORMATION: Lars Southwest Construction LLC

24654 N Lake Pleasant Parkway 103-233, Peoria, AZ 85383, AZ ROC No. 226017 (KB-2 Dual Residential and Small Commercial), Phone: (623)-202-6221.

RECITALS

WHEREAS: YANTH is a Governmental Department of the Yavapai-Apache Nation (“Nation”) providing an essential governmental service for the benefit of the Nation and its membership, and.

WHEREAS: YANTH desires to retain **Lars Southwest Construction LLC**, (hereinafter “Contractor”) to remodel and improve the home at 2241 Upper Sine St., Middle Verde Reservation, Camp Verde, Arizona, and Contractor is willing to construct and install said improvements 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, YANTH 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: remodel the home at 2241 Upper Sine St., according to the plans, specifications and prints provided by YANTH (the “Work”) in accordance with Contractor’s Proposal dated May 26, 2023, **a copy of which is attached to this Agreement as Exhibit A and incorporated herein by reference, and together with all other Contract**

Documents; including this Agreement and the following additional Contract Documents: attached proposal only. The Work will be completed by Contractor for a **total price of Two Hundred Five Thousand and 00/100 Dollars (\$205,000.00), the “Contract Sum”**, which sum YANTH agrees to pay for satisfactory completion of the work in accordance with the schedule of compensation set forth hereinbelow. 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 **May 26, 2023, copy attached hereto as Exhibit A.**

Contractor will determine the method, details, and means of performing the above described services, provided that Contractor shall coordinate and work with YANTH’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 YANTH’s Executive Director *before* beginning the changed Work. If the Change Order is not

approved by said Executive Director and the work has already been completed by Contractor, YANTH is not obligated to pay for the unapproved changed Work.

All Work under this Agreement shall be performed on weekdays only between the hours of 8:00 AM and 5:00 PM and Contractor shall not work on weekends or holidays, unless authorized in writing by YANTH.

2. COMPENSATION AND PAYMENT: As full compensation for satisfactory completion of the Work to be provided by Contractor under this Agreement, YANTH shall pay Contractor compensation, inclusive of all fees, costs (as defined under Section 1 above), and expenses, in **an amount not to exceed Two Hundred Five Thousand and 00/100 Dollars (\$205,000.00), hereinafter the “Contract Sum”.**

The Contract Sum shall be paid to Contractor as follows:

- (a) Contractor shall provide YANTH an Invoice-Request for a Progress Payment (“Request for Progress Payment”) based upon the 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. YANTH shall make payment to Contractor in the amount of the Request for Progress Payment, **minus Retainage as provided under subsection 2(g) herein below**, no later than ten (10) business days after the delivery of same by Contractor to YANTH.

	<u>Gross Amount</u>	<u>5% Retention</u>	<u>Net Paid</u>
1. Mobilization	\$ 34,166.67	\$ 1,708.33	\$ 32,458.34
2. Foundation	\$ 34,166.67	\$ 1,708.33	\$ 32,458.34
3. Framing Complete	\$ 34,166.67	\$ 1,708.33	\$ 32,458.34
4. Rough in/Dry-in complete	\$ 34,166.67	\$ 1,708.33	\$ 32,458.34
5. Stucco/Drywall	\$ 34,166.67	\$ 1,708.33	\$ 32,458.34
6. Project Completion	\$ 34,166.65	\$ 1,708.35	\$ 32,458.30
Totals	<u>\$ 205,000.00</u>	<u>\$ 10,250.00</u>	<u>\$ 194,750.00</u>

- (b) Contractor shall promptly pay its workers, suppliers and each subcontractor, upon receipt of each progress payment from YANTH, 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. YANTH 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 YANTH and 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 YANTH (1) an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work, for which YANTH 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 YANTH. If any subcontractor or materialman refuses to furnish a release or waiver required by YANTH to indemnify it against any such lien, Contractor may furnish a bond satisfactory to YANTH to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to YANTH 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 YANTH to Contractor upon the reasonable mutual determination by YANTH and Contractor that the Work is complete, except for the responsibilities of Contractor under the Warranty provided hereunder.
- (f) **Contractor must provide the YANTH a completed IRS Form W-9 for Independent Contractors. Payment to the Contractor under this Agreement will not be made by YANTH unless a completed W-9 is on file with the Nation.**
- (g) YANTH shall withhold **RETAINAGE** as follows: YANTH will withhold and retain Five Percent (5%) of each of the Contractor's progress payments provided for under Section 2 hereinabove, Compensation and Payment, as a guarantee that the Work, including any warranty work and any other financial obligation of Contractor under the Contract Documents will be completed YANTH's satisfaction. The total amount of such retainage shall be held for a period of one (1) year following final completion of the Work and shall then be paid to Contractor if there is then no outstanding Work or Warranty Work under the Contract Documents.

3. CONTRACT TIME - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION: Contractor shall commence the Work on a day established by YANTH 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"), subject to such extensions of the Contract Time as YANTH 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 YANTH that the Work is sufficiently complete in accordance with the Contract Documents so that YANTH 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 YANTH to Contractor.

4. LIQUIDATED DAMAGES: Contractor acknowledges and agrees that YANTH 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 YANTH liquidated damages in an amount equal to **Five Hundred Dollars (\$500.00)** for each calendar day that Substantial Completion is delayed beyond the Contract Time. YANTH and Contractor agree that said liquidated damages are a reasonable estimate of the actual damages that YANTH will incur as a result of such delay in achieving Substantial Completion. Subject to the provisions of the Contract Documents, YANTH 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 YANTH 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 YANTH.

5. **TERMINATION:** YANTH 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 YANTH 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 YANTH, may be considered defective. If required by YANTH, the 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 YANTH 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 YANTH, 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 YANTH 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 YANTH or the Nation and understands that as

an Independent Contractor, Contractor is not entitled to any employee benefits as may be available to employees of YANTH or 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, 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* YANTH or the Nation showing that the following insurance is in force and will protect Contractor and the Nation (each 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 YANTH and the Nation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by YANTH and 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 YANTH and the Nation.

9. **INDEMNIFICATION:** Neither YANTH nor the Yavapai-Apache Nation ("Nation") shall have any 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 YANTH 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 YANTH and/or 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 YANTH and the Nation. Upon expiration or termination of this Agreement, Contractor will return to YANTH and/or the Nation all documents and other materials, unless YANTH and the Nation have 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 YANTH and the Nation for any claims, costs, losses, fees, penalties, interest, or damages suffered by YANTH and 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 and applicable Federal laws and regulations relating to the performance of the Work, including any federal wage laws, such as the DAVIS-BACON ACT, that might apply to federally funded construction projects. YANTH will advise Contractor whether funds paid as compensation under this Agreement are derived from federal sources.

Contractor is advised that the Work under this Agreement is funded from the funds of the Nation and not from federal funds. Therefore, the DAVIS BACON ACT is not applicable to this Agreement.

~~**16. EMPLOYMENT PREFERENCE — YAVAPAI-APACHE NATION TRIBAL EMPLOYMENT RIGHTS PROGRAM:** This Agreement is 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 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 and negotiate and enter into a Compliance Agreement as required under the Code. The Notice to Proceed under this Agreement will not be issued until YANTH 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; Phone (928) 567-1080.~~

YANTH and Contractor agree that the Nation's TERO Code shall not apply to the Work under this Agreement and Section 16 is therefore stricken from the Agreement as inapplicable.

17. REQUIRED USE OF CERTAIN MATERIALS TO BE INCORPORATED INTO THE PROJECT. Contractor, and any Subcontractors, shall purchase all concrete, aggregate, fill and other similar materials from Yavapai-Apache Sand and Rock to the extent that such materials are to be incorporated into the Project. **THIS IS AN ABSOLUTE REQUIREMENT OF THE CONTRACT.** Any failure by the Contractor to meet this requirement, or to ensure its enforcement by its sub-contractors, shall result in the issuance of a Change Order by Yavapai-Apache Nation under Section 1 above, reducing the Contract Sum payable to Contractor by an amount of funds equal to the value of the materials actually used by Contractor in lieu of the materials that should have been purchased by Contractor from Yavapai-Apache Sand and Rock.

18. 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.

19. DISPUTE RESOLUTION:

- (a) **Informal Negotiations.** YANTH and Contractor agree to engage in informal negotiations to resolve any dispute arising under this Agreement. In the event that any dispute between YANTH and Contractor is not resolved through informal negotiations, the Parties agree that, subject to the Limited Waiver of Sovereign Immunity provided by YANTH in Section 19(b) below, the dispute may be resolved through the Nation's Tribal Court.
- (b) **Limited Waiver of Sovereign Immunity.** As a governmental Department of the Yavapai-Apache Nation, YANTH is protected by the Nation's sovereign immunity from unconsented lawsuits. Except as provided in this Section 19(b), nothing in this Agreement or other writing is or shall be deemed to be a waiver of the Yavapai-Apache Nation's or YANTH'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 19, YANTH grants to Contractor a limited waiver of its sovereign immunity as follows: (1) YANTH agrees that all unresolved disputes arising under this Agreement shall be submitted to the Yavapai-Apache Nation Tribal Court as provided under this Section 19(b) and that such tribal court action shall be the exclusive means of dispute resolution under this Agreement; (2) YANTH 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 YANTH and Contractor that the limited waiver of sovereign immunity provided by this Section 19(b), shall extend only to disputes between YANTH 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 YANTH by any party other than Contractor (including without limitation any purported third party beneficiary of the Agreement); (4) The liability of YANTH 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 19(b), and YANTH's total liability to Contractor for compensatory damages under any judgment entered by the Court as provided for herein shall in no case exceed earned but unpaid amounts owed by YANTH 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 YANTH, and only the financial assets of YANTH shall be liable for the satisfaction of any such judgment; 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 _____ day of _____, 2023.

YANTH

Contractor – Lars SW Const. LLC

Executive Director

Owner/Representative

NOTICE TO PROCEED

TO:

Lars Southwest Construction, LLC

24654 N Lake Pleasant Parkway 103-233

Peoria, AZ 85383

Date:

Project: 2241 Upper Sine St

Camp Verde, AZ 86322

Contract # 23-1891

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:



Title:

Vice Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE to PROCEED

Is hereby acknowledged by:

(Contractor)

this _____ day,

of _____, 2023,

By: _____

Title: _____

EXHIBIT A

To:

Yavapai-Apache Nation Tribal Housing

Contract – Lars Southwest Construction (Contractor)

Residential Remodel – 2241 Upper Sine Street, Camp Verde, AZ 86322

Contractor's Proposal of May 26, 2023

June 22, 2023

LARS SOUTHWEST CONSTRUCTION
LLC
24654 N LAKE PLEASANT PARKWAY
103-233
PEORIA AZ 85383
LIC 226017 PH 623-202-6221

Estimate

Number **E138**

Date **5/26/2023**

Bill To

YAN HOUSING
1500 E CHERRY CREEK RD
CAMPVERDE, AZ, 86322

Ship To

YAN HOUSING
2241 Upper Sine St
CAMPVERDE, AZ, 86322

PO Number	Terms	Project
1382023	COD	Remodle

Date	Description	Hours	Rate	Amount
5-25-2023	add 8' x 20' patio to rear of home including concrete	0.00	\$0.00	\$0.00
5-25-2023				
5-25-2023	Remodel to be completed as per plan provided by Yavipaia Apache Housing. The scope of work will follow the plan. Colors to be determind by YAN		\$205,000.00	\$205,000.00

Amount Paid \$0.00

Amount Due \$205,000.00

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$205,000.00

Total \$205,000.00