



**RESOLUTION OF THE GOVERNING BODY OF THE
THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD INDIAN RESERVATION**

A Resolution Entitled, “*Approval of the Agreement between North Segment and Lange, Inc. for Construction Services: Little Shell Mercantile.*”

WHEREAS, The Mandan Hidatsa and Arikara Nation, also known as the Three Affiliated Tribes (“MHA Nation” or “Tribes”), having accepted the Indian Reorganization Act of June 18, 1934, the authority under said Act, and having adopted a Constitution and By-laws (the Constitution) under said Act, and

WHEREAS, Pursuant to Article III, Section 1 of the Constitution, the Tribal Business Council is the governing body of the MHA Nation; and

WHEREAS, The Constitution authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the MHA Nation and of the enrolled members thereof; and

WHEREAS, Pursuant to Article VI, Section 5(1) of the Constitution, the Tribal Business Council has the power to adopt Resolutions regulating the procedures of the Tribal Business Council, its agencies and officials; and

WHEREAS, Article VI, Section 5(c) of the Constitution specifically authorizes and empowers the Tribal Business Council to administer funds within the exclusive control of the Nation and to make expenditures from available Tribal funds for public purposes for the Nation; and

WHEREAS, Article VI, Section 5(c) of the Constitution establishes political subdivision segments including New Town/ North Segment; and

WHEREAS, The North Segment purchased a building on certain tract of real property located at 315 Main Street, New Town, North Dakota, wholly within the exterior boundaries of the Fort Berthold Reservation (“Reservation”); and

WHEREAS, The North Segment has completed demo on the interior of the building; and

WHEREAS, The North Segment wishes to remodel the building into a gift shop, coffee shop and bakery, referred to as the “Little Shell Mercantile” for the benefit of the North Segment community; and

WHEREAS, The North Segment and Lange, Inc have negotiated the Construction Contract where the cost of the project will be a Sum Not To Exceed (NTE) \$970,355.00; and



WHEREAS, North Segment seeks Tribal approval of the Construction Contract and the attached exhibits between the North Segment and Lange, Inc., attached to this Resolution as **Attachment A**; and

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes authorizes and hereby approves the North Segment of MHA Nation to proceed with the Little Shell Mercantile remodel; and

BE IT FURTHER RESOLVED, that the Tribal Business Council authorizes and hereby approves the aforementioned Contract between the North Segment and Lange, Inc.

BE IT FINALLY RESOLVED, that the North Segment Tribal Business Council Representative, Dr. Monica Mayer, is authorized to execute the documents necessary to carry out the terms and intent of this Resolution.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 15th day of August 2022; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 2 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] voting. [] not voting.

Dated this 15th day of August 2022.

ATTEST:


Executive Secretary Fred Fox
Tribal Business Council
Three Affiliated Tribes


Tribal Chairman, Mark N. Fox
Tribal Business Council
Three Affiliated Tribes

CONSTRUCTION CONTRACT

This **AGREEMENT** is made and entered into this 25th day of August, 2022, between the **North Segment** (herein after “North Segment” or the “Segment”), a political subdivision of the Three Affiliated Tribes | Mandan, Hidatsa, and Arikara Nation of the Fort Berthold Reservation (or “Tribe”), a federally recognized Indian Tribe, with a mailing address of 404 Frontage Road, New Town, North Dakota 58763 and **Lange, Inc.**, (herein after “Contractor”), a Minnesota domestic corporation (SOS ID# 3413065-2), with a mailing address of 7363 Peltier Circle, Centerville, MN 55038. The North Segment and Lange, Inc. are collectively referred to herein as “Parties.”

WHEREAS, the North Segment desires that a building and specified appurtenances (hereinafter referred to separately as the “Structure”) be remodeled on a certain tract of real property referred to as the Little Shell Mercantile located at 315 Main Street, New Town, North Dakota, wholly within the exterior boundaries of the Fort Berthold Reservation (“Reservation”); and

WHEREAS, Contractor desires to remodel the Structure on the Property pursuant to the terms and conditions of this Contract (each separately referred to as the “Project”).

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

ARTICLE I Contractor’s Duties

Section 1.1. Work to Be Performed by Contractor. Contractor shall remodel and complete, in a substantial and workmanlike manner, the Structure for North Segment upon the Property for the Contractor’s Fee hereinafter set forth.

Section 1.2. Architect’s Plans and Specifications. The Structure shall be remodeled and completed in conformity with the design and layout detailed in the plans and specifications prepared by DSGW Architects, Inc. (the “Architect”), but the finishes may deviate from the plans in the Segment’s sole discretion. A summary of the plans, specifications and blueprints and addenda (the “Plans”), are attached in Appendix B. Provided, however, that Contractor may make such changes, modifications, additions, or alterations in the work to be performed hereunder as may be necessary to meet applicable building codes, zoning requirements and such other rules, requirements or restrictions as may apply to the Structure, in accordance with the Change Order procedure described in Section 7.1 below.

Section 1.3. General Scope of Contractor’s Duties. The scope of the work of the Contractor for each Project is described in the Plans and in Appendix A attached hereto and forming part of this Agreement, and it is agreed by the parties that the work of the Contractor includes, but is not limited to, the following items:

A. Supervision. Contractor shall supervise the construction of the remodel in order to ensure the proper construction of the Structure according to the specifications contained in the Plans.

Contractor shall supervise all subcontractors performing work on the construction site as well as the suppliers furnishing materials for use in the construction of the Structure. All such work performed shall be in compliance with the details set forth in the Plans, but the material finishes may deviate from the Plans in the Segment's sole discretion.

B. Progress Reports. By the fifth day of each month, Contractor shall submit to North Segment construction reports detailing the progress of the construction of the Structure to the end of the prior calendar month, an estimate of work to be completed and the time required for completion.

ARTICLE II Contract Price

Section 2.1. Cost of Construction - Reimbursement of Contractor. For construction of the Structure in the aggregate and other improvements and payment of all of the costs and expenses thereof, Contractor shall be paid the sum Not to Exceed (NTE) \$970,355.00 (the "Contractor's Fee"), subject to the provisions of Section 2.4, with \$485,177.50 payable by North Segment to Contractor within 15 days after execution of this Agreement, which shall be used by Contractor for ordering materials and long lead items. The remaining balance of \$485,177.50 shall be invoiced and paid in accordance with this Agreement.

The Contractor's Fee shall be payable to Contractor within five days after the end of each calendar month for work performed during such month as the construction of the Structure progresses. All monthly payments made to Contractor shall be subject to a 10% retention by North Segment. The cost and expense of construction referred to in the prior sentence shall mean all actual costs incident to the proper performance of the work during the construction phase of the Structure and in readying the Structure for occupancy and operation which are paid or incurred by or on behalf of the Contractor, including, all building materials and supplies, and the sign to be erected on the Property, all in accordance with the Plans and the applicable Exhibit B.

North Segment hereby agrees that, within 30 days after receipt of Contractor's certification of completion and other documents required pursuant to Section 2.2, payment will be made to Contractor of the balance of the Contractor's Fee (including all amounts retained by North Segment) due hereunder, except as otherwise provided in Section 2.2 below; provided, Contractor expressly covenants that if the total costs and expense of construction of the Structure in accordance with the Plans (subject to approved Change Orders) exceed the Contractor's Fee, Contractor has an independent obligation to pay such excess amounts out of its own funds without any right of reimbursement or repayment from the North Segment. For purposes of making payments hereunder based on completion of a Structure, the amount to be held back with respect to each Project and to establish a pro rata cost of each Structure, the Contractor's Fee shall be allocated to each Property as set forth in Exhibit C hereto.

Section 2.2. Contractor's Certification of Completion. The Contractor shall, upon final completion of its work hereunder in accordance with the Plans and the applicable Exhibit B and any agreed modification thereof, submit a written request to the North Segment for final inspection. Within ten days following the request for final inspection, the North Segment and

Contractor shall make a joint inspection of the work and North Segment shall furnish Contractor detailed written lists, if any, of any variances in construction of the Structure from the requirements of the Plans, including the identification of any work that does not meet the standards of performance required under the terms of this Contract, Exhibits B-1 and B-2, and the Plans.

Upon receipt of the written list of incomplete work or defects, the Contractor shall immediately remedy such variances or defects in a workmanlike manner or notify the North Segment upon receipt of such lists that it does not consider the specified item to be a variance or defect.

When the Contractor and North Segment have agreed that the written list of incomplete work or defects has been completed in a workmanlike manner, the Contractor shall certify in writing to the North Segment the completion of the Structure and furnish the North Segment a sworn statement executed by Contractor certifying that there are no liens or rights of liens against the Structure or the Property as a result of the work performed by or on behalf of the Contractor hereunder and shall deliver waivers or releases of all lien rights duly executed by all subcontractors and suppliers who furnished labor or materials for the work.

ARTICLE III Materials and Labor of Contractor

Section 3.1. Materials and Labor of Workmanlike Quality. All materials and equipment to be furnished by the Contractor in the performance of this Contract will be of good quality and new, unless otherwise specified in Exhibit B-1, Exhibit B-2, or the Plans. All work and labor of the Contractor and its subcontractors will be performed in a workmanlike manner utilizing a qualified and experienced work force.

Section 3.2. Payment of Subcontractors and Material Suppliers. Contractor shall pay upon receipt from each third party, all proper invoices, bills and statements of any subcontractor or materialman performing work upon the Structure or supplying materials to the Property, subject to Contractor's right to contest in good faith the amount it believes to be due through appropriate proceedings. Contractor warrants that upon completion, the Structure and the Property will be free from any materialmen's or mechanics' liens or other lienable claims other than those it has discharged as a lien against the Property and has chosen to contest in good faith.

Section 3.3. Subcontractors' Compliance with Plans. Contractor specifically agrees that any and all subcontractors and materialmen which Contractor uses in the construction of the Structure shall comply with the Plans and any modifications thereof made in accordance with this Contract.

ARTICLE IV Permits, Surveys and Governmental Authority

Section 4.1. Permits, Surveys and Governmental Authority. Contractor shall obtain all necessary permits from proper governmental authorities and shall comply with all applicable laws, ordinances, bylaws or regulations, in connection with the construction of the Structure. The fees or costs of any permits, governmental authorization or inspection, as well as for infraction or

violation of governmental requirements or expenses or damages resulting therefrom, shall be borne solely by Contractor.

ARTICLE V

Time of the Essence

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Section 5.1. Time of Commencement and Completion of Contractor's Work. Time is of the essence in this Contract. Contractor shall promptly commence its work hereunder following the date of execution of this Contract and shall continue such work with due diligence until completed in accordance with the applicable Exhibit B and the Plans. Each Structure is to be completed and delivered in a finished condition by Contractor and all work is to be completed in a period of 120 days from the date Contractor obtains all ~~building permits necessary~~ ^{120 DAYS FROM DATE OF SIGNED CONTRACT} to commence the respective Project. The time for completion by Contractor may be extended beyond the 120 day period where delay and work stoppages are occasioned by adverse weather conditions, strikes, acts of God, labor or material shortages or other causes beyond the Contractor's control and which it is unable to avoid in the exercise of reasonable and due diligence. Such completion time will also be extended where additional time is required to complete any alterations or modifications made by agreement of the parties in the plans, blueprints, or specifications after commencement of construction. Such time will also be extended where delays are occasioned in the performance of the Contractor's work by the unreasonable acts of the North Segment or North Segment's agents. Any extension of time of completion for any of the causes herein enumerated shall be reasonable considering the type of work to be performed and the cause for delay. In the event that the parties cannot agree to a mutually agreeable extension, the dispute shall be submitted to the Architect for resolution as provided in Section 2.2 above.

ARTICLE VI

Additions, Modifications and Alterations

Section 6.1. Written Change Orders. It is specifically understood and agreed that the North Segment may make additions, modifications, alterations or substitutions in the work of the Contractor to be performed hereunder by adding to, omitting from or deviating from the attached plans, blueprints and specifications. Provided, however, that any additions, deletions, omissions or substitutions must be evidenced by a written change order fully executed by all of the parties hereto on a change order form to be provided by the Contractor. All such change orders shall contain or reflect the value of any additional or other work or materials and the amount so agreed upon shall be added to or deducted from the Contractor's Fee as herein set forth. All written change orders shall be dated and attached to this Contract as an additional exhibit or addendum thereto and shall be made a part hereof. The provisions of this Contract shall apply to all additions, deletions, omissions or substitutions with the same effect as if such were embodied in the original the Plans. No claim for any additions, deletions, omissions or substitutions to this Contract or delay in completion attributable to any change in the work shall be valid unless authorized by the parties hereto, as evidenced by a fully executed change order.

ARTICLE VII

Inspections and Corrections of Defective Work during Construction

Section 7.1. Municipal Building Inspections. All required governmental inspections of the Contractor's work shall be requested and obtained by the Contractor as required by law. Contractor shall give all notices and comply with all building codes and other regulations, ordinances, rules and laws of all governmental bodies or authorities having jurisdiction over any phase of Contractor's work covered hereby and shall keep the North Segment indemnified against all fines, penalties and losses incurred by reason of any breach of this covenant.

Section 7.2. Authorized North Segment Inspections. Contractor shall facilitate inspection and shall allow the North Segment, any authorized representative, architect, engineer, any lending institution committed to lend money to the North Segment or any public authority to inspect the plans, specifications or the structural work in progress at any reasonable time and under any reasonable conditions.

Section 7.3. Cost of Non-Conforming Work. If during the course of construction any work fails to conform to the Plans or if the architect or any municipal inspector should point out to Contractor any work failing to conform to the Plans or any agreed modifications thereof, or the Contractor should observe any work failing to conform to the Plans or any agreed modification thereof, or any inspecting authority should refuse to approve work performed by Contractor, or any subcontractor under its authority during the course of construction, the Contractor shall promptly remove from the premises all such work which is finally determined by proper authority not to conform to the Plans and any modifications thereof, or which is finally determined by proper authority not to meet the requirements of governmental authorities. Contractor shall promptly replace or cause to be replaced its own work or the work of its subcontractors in accordance with the Plans and any modifications thereof and without any expense to the North Segment. Contractor shall bear the expense of making good all work destroyed or damaged by such removal or replacement.

Section 7.4. Contractor's Negligence. The Contractor shall also correct without compensation any work improperly performed and shall bear the expense of correcting all damage caused to the improvements by Contractor, or any subcontractor acting under its authority, due to the negligence of the Contractor or the negligence of any agent or employee of Contractor, its subcontractors or suppliers.

ARTICLE VIII Insurance, Indemnity and Taxes

Section 8.1. Contractor's Indemnity and Insurance. Contractor shall indemnify and hold harmless North Segment from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of work or any obligation of Contractor under this Contract. Contractor shall provide, maintain and pay for all insurance necessary to fully protect Contractor and North Segment from claims or damages to any person whomsoever, whether a workman or a member of the general public, property damage or bodily injury, including death, which may arise from and during the performance of Contractor's work pursuant to this Contract, whether such operations and work under this Contract be by the Contractor itself or by any of its subcontractors or anyone directly employed by them or any of

their agents. Contractor shall also carry such insurance as necessary to fully protect Contractor and North Segment as their interests may appear from any damage by fire or normal extended coverage risk caused to the Structure being constructed by Contractor pursuant to the terms hereof. Such insurance shall be procured and maintained by Contractor until completion of its work and shall include without limitation the following policies:

A. Workers' Compensation Coverage. Contractor shall comply with applicable workers' compensation laws and shall be fully responsible for ascertaining that all of the subcontractors comply with said laws.

B. Builder's Risk Insurance. Contractor shall carry builder's all-risk insurance providing for coverage normally and customarily included therein. Such all-risk insurance shall be extended only to the work of the Contractor hereunder and any subcontractor, employee or agent working under the Contractor's supervision or control. Until the work of the Contractor is fully completed and final, and payment made by the North Segment to the Contractor, the Contractor shall promptly repair at no cost to the North Segment any damages to any portion of the Contractor's work caused by fire, explosion, lightning, hailstorm, flood, tornado, riot, civil commotion or any other hazard that may result in damage to or destruction of any portion of the work of the Contractor. Even though the North Segment may be named as an additional insured in the all-risk insurance to be furnished by the Contractor, until the work of the Contractor is completed and final payment of the Contractor's Fee made here-under, all proceeds from said insurance shall be paid over to the Contractor as reimbursement for work required to be done by reason of the damage covered by said insurance policy or policies.

Section 8.2. Furnishing Certificates of Insurance. Contractor shall submit to North Segment, prior to commencement of any work hereunder, certificates of all the insurance required to be procured and maintained by the Contractor hereunder. All insurance policies required of the Contractor shall be issued by an insurance company duly licensed to do business in the state wherein the Property is located. No material change or alteration shall be made in any of these policies or the same canceled without thirty days' prior written notice to the North Segment.

ARTICLE IX Assignment of Contract by Contractor

Section 9.1. Assignment Prohibition. Contractor may not assign this Contract or performance of its work hereunder without prior written consent of the North Segment. This provision shall not be construed, expressly or impliedly, as prohibiting the Contractor from subcontracting all or any portion of the work to be done hereunder; provided that the Contractor will continue to be responsible for all of its obligations under the Contract.

ARTICLE XI Material Liens

Section 9.2. Timely Discharge of Liens. Any materialmen or mechanic's lien filed against the property for work claimed to have been done or performed or materials claimed to have been furnished by the Contractor or any subcontractor or material supplier of the Contractor, shall be

discharged by the Contractor within 40 days from the date of such filing, except and unless such lien is the responsibility of the North Segment as provided in the following sentence. Any materialman's or mechanic's liens filed against a Property for work performed or materials furnished solely at the direction or upon the order of the North Segment shall be the sole responsibility of the North Segment and not the Contractor.

ARTICLE X Contractor's Warranty and Documentation

Section 10.1. Express One Year Warranty. Contractor hereby expressly warrants all materials and labor furnished by the Contractor in the performance of its work hereunder. This warranty shall be for a term of one year, and shall commence on the final date of issuance of all Certificates of Occupancy from all governing agencies having jurisdiction over the respective Project. This one-year warranty shall apply to work done by the Contractor and all subcontractors of the Contractor and materials furnished by them or any supplier of the Contractor or any sub-contractor. The Contractor does hereby expressly agree to remedy any patent or latent defects appearing in the work of the Contractor within said one year warranty. No payment by North Segment to Contractor of any kind or occupancy and possession of the dwelling by the North Segment shall constitute or be construed in any manner to be acceptance or waiver of any patent or latent defects in workmanship or materials furnished by the Contractor hereunder.

This one-year warranty is in lieu of any other warranties or guaranties of the work of the Contractor, expressed or implied, except as is provided in Sections 1.2, 2.1 and 3.1 of this Contract, and these provisions of the Contract constitute the sole warranty of the Contractor to the North Segment hereunder. There are no expressed or implied warranties of fitness, quality or workmanship or of materials or any warranty of any nature with regard to the work of the Contractor hereunder, either expressed or implied, except as specifically set forth in this numerical paragraph and in Sections 1.2, 2.1 and 3.1 of the Contract. However, nothing herein contained will be construed to preclude the North Segment from receiving the benefits of any manufacturer's or supplier's warranties or guaranties relating to any electrical, mechanical and plumbing equipment and appliances furnished by such manufacturer or supplier, which Contractor hereby assigns to North Segment.

This numerical paragraph shall survive the closing of this transaction and final payment by the North Segment to the Contractor.

Section 10.2. Project Closeout Documentation. The Contractor shall provide the North Segment with a minimum of one set of complete project record documentation for each Project, including, but not limited to, the following:

- Permitted plans, specifications and addenda;
- Change Orders and other modifications to the Contract;
- Field Orders or other written instructions;
- Approved shop drawings, product data and samples;
- Field test records;
- Operation and maintenance manuals;

- Certificates of Occupancy;
- Names, addresses and telephone numbers of major subcontractors and vendors;
- Warranties;
- Contractor's Affidavit of Release of Liens; and
- Contractor's Affidavit of Payment of Debts and Claims.

ARTICLE XI Default of Contractor

Section 11.1 North Segment's Right to Terminate. If the Contractor should neglect to prosecute its work diligently or fails in any way to perform any provisions of this Contract or shall become insolvent or make an assignment for the benefit of its creditors or a voluntary or involuntary bankruptcy petition shall be filed by or against the Contractor, the North Segment shall have the right, if the North Segment so elects and without prejudice to any other rights or remedies North Segment may have by the terms of this Contract or by law and after giving Contractor seven days written notice, terminate this Contract and take possession of the Property and all materials, tools and appliances thereon and finish the work by whatever method North Segment deems expedient.

ARTICLE XII Work Stoppage by North Segment

Section 12.1. Contractor's Right to Terminate. Should the work of the Contractor hereunder be stopped through the unreasonable act or unreasonable neglect of the North Segment for a period of sixty days, then the Contractor, upon seven days' written notice to the North Segment, may terminate this Contract and recover from the North Segment payment for all work performed and materials furnished to the date of termination.

ARTICLE XIII Miscellaneous Covenants and Agreements

Section 13.1. Removal of Waste Materials. Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by the work. Upon the completion of the work of the Contractor hereunder, the Contractor shall remove all rubbish and waste materials from and about the Structure and leave the premises "broom clean" or its equivalent.

Section 13.2. Notice and Communications. All notices, communications or certifications required, or which may be given pursuant to the provisions of this Contract shall be sent by certified mail or delivered to North Segment at 404 Frontage Road, New Town, North Dakota 58763, and to Contractor at 7363 Peltier Circle, Centerville, MN 55038. All such notices, communications, or certifications to be given pursuant to this Contract shall be deemed to be properly served if reduced to writing and delivered personally, mailed first class postage prepaid, sent via air express delivery service or given telephonically via facsimile transmission. The date of service of the notice, communication or certification served by mail shall be the date on which the same is deposited in any United States Post Office with postage prepaid addressed and sent as aforesaid. The date of service of a notice, communication or certification delivered personally or

via delivery service or facsimile shall be the date that the same is in fact so delivered. Place of service of notices may be changed by either party upon prior written notification to the other party.

Section 13.3. Entirety. This Contract constitutes the entire understanding and agreement by and between the parties hereto and supersedes any and all previous oral or written negotiations, contracts, agreements or representations regarding the subject matters hereof. No prior statements or representations not incorporated in this Contract shall be binding upon either party hereto. Any modification or amendment of the terms of this Contract in order to be binding must first be reduced to writing, dated and signed by all parties hereto. No waiver of any of the terms of this Contract shall be binding unless reduced to writing, dated and signed by the party or parties sought to be charged therewith.

Section 13.4. Duplicate Originals. Any fully executed copy of this Contract shall be considered for all purposes an original hereof.

Section 13.5. Binding Effect. This Contract shall be binding upon and inure to the benefit of each of the parties hereto, it or their respective successors and assigns, where assignment is permitted hereunder.

Section 13.6. Governing Law. This Agreement shall be governed under, and construed in accordance with, the laws of Three Affiliated Tribes. The laws of Three Affiliated Tribes govern any and all questions relating to the validity, interpretation, performance and/or enforcement of this Agreement. North Segment and Contractor, along with their respective parent entities, subsidiary entities, directors, supervisors, officers, employees, agents, attorneys, adjusters, underwriters, successors, heirs, executors, administrators, assigns and/or other representatives.

Section 13.7. Jurisdiction. This Agreement was executed and is to be carried out on the Fort Berthold Indian Reservation. Any dispute arising under this Agreement is subject to the jurisdiction of the Fort Berthold District Court.

Section 13.8. Sovereign Immunity. Agreement agrees that North Segment is a political subdivision of the Three Affiliated Tribes; a federally recognized sovereign Indian tribe. Contractor agrees that Three Affiliated Tribes and North Segment are immune from the bringing of any lawsuit by Agreement against Three Affiliated Tribes and/or North Segment, or their offices by virtue of the Tribe's and North Segment's sovereign immunity. Nothing contained in this Agreement shall be construed as a waiver of the sovereign immunity of the Tribe or North Segment in any way whatsoever. Nothing in this Agreement should be construed as a granting of the protection of sovereign immunity on the Contractor.

Section 13.9. Modification To Agreement. Any modification of this Agreement, or additional obligations or duties assumed by either Party in connection with this Agreement, shall be binding on the Party to be charged only if evidenced by a document signed by both Parties. The written modification must be signed by both Parties before the written modification becomes effective and binding.

Section 13.10. Force Majeure. Neither North Segment, nor Contractor, shall be deemed in default if its performance or obligations under this Agreement are delayed, or become impossible or impractical, by reason of any act of God, war, fire, earthquake, labor dispute, accident, civil commotion, epidemic, act of government, and/or any other cause beyond North Segment's and/or Contractor's control.

Section 13.11. No Waiver. Nothing herein shall be construed to waive or modify any provision of the Three Affiliated Tribal Code including any rules or regulations thereunder.

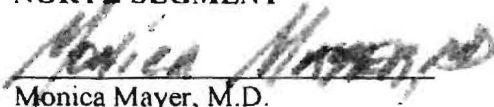
Section 13.12. Severability. It is understood and agreed by the Parties hereto that if any term or provision of this Agreement is held to be illegal, void or in conflict with any applicable Tribal or Federal law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

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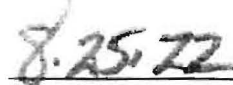
IN WITNESS WHEREOF, the parties hereto and each of them have executed this Contract the day and year first above written.

NORTH SEGMENT

By:



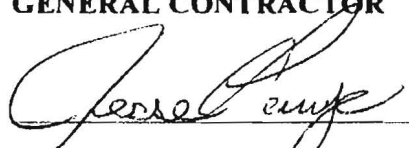
Monica Mayer, M.D.
Three Affiliated Tribes,
North Segment Representative



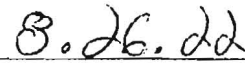
Date

GENERAL CONTRACTOR

By:



Name: Jesse Lange
Lange, Inc.



Date

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Cost Summary Sheet

Contractor: Lange Inc.

7/10/2022

Project: Little Shell Mercantile

Plan Review Fee	
Permit Fee	5,000.00
	Allowance
Site Work and Stamped concrete patio approximately 2,500 sq. ft	57,000.00
Removal of existing slab and prep for new patio	12,500.00
Install new stamped concrete slab labor only	32,500.00
Concrete material allowance set at 30 yds.	12,000.00
Exterior patio fence and trash enclosure	38,000.00
Construct and build trash enclosure as per plan (Allowance)	20,000.00
Provide and install patio fence as per plan (Allowance)	10,000.00
Exterior lighting (Allowance)	8,000.00
Owner must provide and install their own patio furniture any and all patio items planters heating elements etc.	Excluded
Concrete saw cutting and concrete infill	25,000.00
Sawcut interior floors and backfill with new concrete finish	Included
for plumbing drains	Included
Building Framing and Drywall	134,855.00
Cold formed metal framing 24" O.C.	Included
Interior wall cavities insulated as per plan	Included
Wood backing for ADA grab bars and cabinetry	Included
sheetrock to 5/8" Type X	Included
Three coat drywall finish to ceiling grid fire taped above	Included
Exterior Doors Windows and Glazing	
Existing doors and windows to be re used a per plan	Excluded
Interior Doors and Hardware	18,000.00
As per plan	Allowance
Interior doors and hardware install	4,000.00
Interior door and hardware install	Included
Interior wall signage	
Building owner to provide and install any interior wall signage	Excluded
Exterior building signage	
To be provided by owner	Excluded

Fire Sprinkler System	
There is no fire suppression system in the building We will not be providing a system in this quote	Excluded
Plumbing	68,000.00
As per plan	
water waste and vent	Included
Plumbing fixtures	Included
Owner to provide and install their own kitchen equipment	Excluded
HVAC Systems	77,000.00
HVAC Equipment	Included
Cooling Equipment	Included
Venting	Included
Temp Controls	Included
Temp control wiring	Included
Check, Test and Balancing	Included
Owner to provide and install their own kitchen equipment	Excluded
Electrical	80,000.00
Electrical bid as per plan	Included
All wiring installed with hard pipe for FA and LV	Included
Provide and install hard pipe conduit for low voltage	Included
Fire Alarm System	45,000.00
As per plan	Included
Low Voltage	12,000.00
Allowance for data drops and phone lines	Included
Owner must provide and hookup their service to the building	Excluded
Toilet and Patient room fixtures	16,000.00
ADA Grab bars mirrors Towel and waste dispensers Sanitary Napkin Fire extinguishers and Fire extinguisher cabinets	Allowance
Acoustic Celings	34,000.00
As per plan	Included
Painting	35,000.00
Prime and two coat finish all walls as per plan Prime paint and caulk all metal door frames	
Case goods	
Cabinets counter tops POS FFE Commercial kitchen equipment Appliances Desks Cubicles/Workstations window treatments etc. Are not included in this quote.	Excluded

Fire Sprinkler System	
There is no fire suppression system in the building We will not be providing a system in this quote	Excluded
Plumbing	68,000.00
As per plan	
water waste and vent	Included
Plumbing fixtures	Included
Owner to provide and install their own kitchen equipment	Excluded
HVAC Systems	77,000.00
HVAC Equipment	Included
Cooling Equipment	Included
Venting	Included
Temp Controls	Included
Temp control wiring	Included
Check, Test and Balancing	Included
Owner to provide and install their own kitchen equipment	Excluded
Electrical	80,000.00
Electrical bid as per plan	Included
All wiring installed with hard pipe for FA and LV	Included
Provide and install hard pipe conduit for low voltage	Included
Fire Alarm System	45,000.00
As per plan	Included
Low Voltage	12,000.00
Allowance for data drops and phone lines	Included
Owner must provide and hookup their service to the building	Excluded
Toilet and Patient room fixtures	16,000.00
ADA Grab bars mirrors Towel and waste dispensers Sanitary Napkin Fire extinguishers and Fire extinguisher cabinets	Allowance
Acoustic Ceilings	34,000.00
As per plan	Included
Painting	35,000.00
Prime and two coat finish all walls as per plan Prime paint and caulk all metal door frames	
Case goods	
Cabinets counter tops POS FFE Commercial kitchen equipment Appliances Desks Cubicles/Workstations window treatments etc. <i>Are not included in this quote.</i>	Excluded

Flooring	65,000.00
A per plan	Included
Floor patch and leveling	8,000.00
Custom stone and wall tile	20,000.00
Interior decorative wall stone and tile (Owner to make selections)	Allowance
Roofing	
Roof has leaks needs to be inspected for accurate repair estimate No Roofing in this quote or exterior building finishes accept for stamped concrete patio and trash enclosure	Excluded
Travel and housing	25,000.00
Housing for GC PMs and out of town subs	Included
Travel for GC and PMs Includes air travel and rental cars	Included
Dumpsters and temp restrooms	15,000.00
General Labor	9,000.00
Site weekly labor	
Commercial cleaning	4,500.00
Professional commercial interior space cleaning All windows inside and out to be cleaned	
General contraction Project Management Administrative fee	175,000.00
Includes individual builders risk policy	
Total from all lines above	970,355.00

