



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

A Resolution entitled, “MHA Tribal Park Visitor Center Project Preliminary Planning Phase Proposal”.

WHEREAS, The Mandan Hidatsa and Arikara Nation (MHA Nation), also known as the Three Affiliated 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, 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, The Tribe purchased the Fettig Ranch property in 2020 pursuant to the authority provided in Resolution No. 19-339-FWF; and

WHEREAS, The Fettig Ranch was placed into trust after the request for such an action was authorized by Resolution No. 21-076-FWF; and

WHEREAS, The Tribe is developing the Fettig Ranch into a tribal park; and

WHEREAS, The Tribe created the Parks and Reserve Program to develop the park and preserve the fragile badlands ecosystem; and

WHEREAS, Through the RFP process the Parks and Reserve Program selected GGN to lead the initial design phase for the envisioned Tribal Park Visitor Center; and

WHEREAS, A contract for the services in the amount of \$60,0000 from GGN has been presented and requires approval.

NOW THEREFORE BE IT RESOLVED, That the Tribal Business Council approves the appropriation and expenditure of tribal funds in the amount of \$60,000.

BE IT FURTHER RESOLVED, That the Tribal Chairman is authorized to execute the contract with GGN.



BE IT FINALLY RESOLVED, that the Tribal Chairman is hereby authorized to take such further actions as are necessary to carry out the terms and intent of this Resolution.

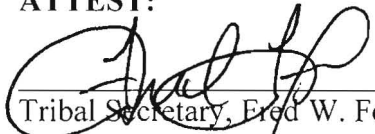
CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 1st day of February, 2024, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 7 members for, 0 members opposed, 0 members abstained, and 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

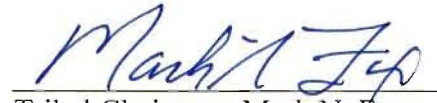
Chairman () Voting, () Not Voting.

Dated this 1st day of February, 2024.

ATTEST:



Tribal Secretary, Fred W. Fox
Tribal Business Council
Three Affiliated Tribes



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

AIA® Document C103® – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the Fourteenth day of March in the year Two Thousand Twenty-Four (03/14/2024).
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Mandan Hidatsa Arikara Tribe
404 Frontage Road
New Town, ND
58763

and the Consultant:
(Name, legal status, address, and other information)

GGN Landscape Architecture Ltd.
1932 1st Avenue, Suite 700
Seattle, WA
98101

Consultant's discipline:

Landscape Architecture

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

The Mandan Hidatsa Arikara Tribal Visitors Center
New Town, ND

Scope Description – Phase 1a - Visioning and Preliminary Planning phase for the MHA Nation Tribal Park Visitors Center Project. The primary goal of this phase would be to establish a shared understanding of the project site and to develop guiding ideas regarding approach to the land and the relationship between land, building, and people.

This work would precede Phase 1a: Program Validation + Site Analysis and Phase 1b: Schematic Design as outlined in the RFP.

This Visioning and Preliminary Planning would comprise a four-week period of concentrated work, centered around a site visit and work session with key design team members from GGN and VJAA, MHA Parks staff, design consultants from Living Habitats, and other tribal leadership and stakeholders, as desired/recommended by the owner.

Also refer to Exhibit 'A' (Attached).

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

Init.

AIA Document C103 – 2015. Copyright © 2015. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:21:13 ET on 03/22/2024 under Order No.4104241959 which expires on 04/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@alacontracts.com.

User Notes:

(1497790295)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Refer to Exhibit 'A' (attached).

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:

Phase 1a - Visioning and Preliminary Planning Phase - April 8, 2024 to May 3, 2024 (4 week duration).

.2 Date for commencement of construction:

N/A

.3 Substantial Completion date:

N/A

.4 Other milestone dates:

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

Init.

AIA Document C103 – 2015. Copyright © 2015. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:21:13 ET on 03/22/2024 under Order No.4104241959 which expires on 04/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1497790295)

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Refer to Exhibit 'A' (attached).

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances (the 'Standard of Care'). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Consultant does not provide any warranties in connection with the performance of the services hereunder and nothing in the Agreement shall be deemed to require the Consultant to perform services to a standard beyond the Standard of Care.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Kara Weaver
Principal
GGN Landscape Architecture Ltd.
1932 1st Avenue, Suite 700
Seattle, WA
98101

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One Million (\$1,000,000) for each occurrence and One Million (\$1,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than One Million (\$ 1,000,000).

Init.

AIA Document C103 – 2015. Copyright © 2015. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:21:13 ET on 03/22/2024 under Order No.4104241959 which expires on 04/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1497790295)

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

[X] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

[X] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>
Refer to Exhibit 'A' (attached)	Refer to Exhibit 'A' (attached)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate,

Init.

give notice of, or enforce lien rights. However, in no event shall a lien be filed against the Owner. Owner is not subject to any law which allows for the creation or enforcement of a lien.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

Mary Fredricks
Tribal Park Project Director
Mandan Hidatsa Arikara Tribe
404 Frontage Road
New Town, ND
58763

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

§ 4.7 The Owner represents and warrants that it is financially solvent, able to pay its debts as they come due, and possesses sufficient working capital to perform its obligations under this Agreement. The Consultant may request assurance in writing of the Owner's ability to satisfy the foregoing. The Owner's failure to provide reasonable financial assurances upon request shall be grounds for suspension or termination of this Agreement by Consultant.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations,

including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 3 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, insurance and proceeds are received from the insurer, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Init.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

(Paragraphs deleted)

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

Phase 1a – Visioning and Preliminary Planning \$60,000.00 (Sixty Thousand Dollars and Zero Cents)

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated later to add future phases.

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices. Hourly rates shall only apply for additional services and with the Owner's written acknowledgement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit 'A' (Attached).

Employee or Category	Rate
Founding Principal	\$325.00 - \$350.00
Principal	\$200.00 - \$225.00
Senior Associate	\$175.00 - \$225.00
Associate	\$150.00 - \$175.00
Designer	\$125.00 - \$150.00
Administration	\$75.00 - \$150
Intern	\$85.00

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.
(Insert rate of monthly or annual interest agreed upon.)

Twelve percent (12 %) per annum.

Init.

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant. At the time this agreement was prepared, reimbursable expenses were projected to be no less than - \$7,200.00 (Seven Thousand Two Hundred Dollars and Zero Cents). However, reimbursable expenses can change due to schedule and travel and the Owner agrees to pay all approved expenses outside of the projected amount listed above. Any reimbursable expenses beyond the \$7,200 (Seven Thousand Two Hundred Dollars and Zero Cents) must be approved in writing by the Owner. Failure to secure approval shall relieve Owner of their obligation to reimburse.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

N/A

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

\$30,000 (Thirty Thousand Dollars and Zero Cents) or 50% of the proposed fees for the Phase 1a. Agreed financial terms in this Section 8.7 will need to be modified when future phases are added, and the Owner agrees to engage into conversations with the Consultant to ensure an equitable contractual relationship is agreed upon should termination of this contract occur after Phase 1a is complete.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the laws of the Three Affiliated Tribes,

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests

init.

the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 10.1 Refer to Section 8.1 for fees in combination with Exhibit 'A' - Scope Proposal dated January 29, 2024. Fees for additional consultants contracted directly to the Consultant shall incur an additional administration fee of ten percent (10%). Any additional consultants shall be approved in advance and in writing.

§ 10.2 To the fullest extent permitted by law, Owner agrees to limit the liability of Consultant, its officers, directors and employees for all claims and causes of action Owner may bring against Consultant, based on any legal theory, including without limitation, malpractice, professional negligence, negligent misrepresentation, breach of contract, strict liability, contribution and/or indemnity, so that the total aggregate liability of Consultant of the Consultants consultant's to the Owner for claims arising from or related to the Project shall be limited to the available proceeds of any insurance policy required by this Agreement that actually funds any settlement, award or verdict, up to the individual policy coverage limits required by and listed in Article 2 – Consultant's Responsibilities of this Agreement. This Section 10.2 shall not apply if the Consultant acted with malicious intent or reckless intent.

§ 10.3 Neither party shall be liable for delay in performance of the obligations under this Agreement resulting from an Act of God or any other reason outside of a party's control, including without limitation, delay caused by earthquakes, flooding, similar severe weather events, strikes, pandemics, epidemics, fire, acts of war, and agency delays.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.

(Paragraph deleted)

AIA Document C103 – 2015. Copyright © 2015. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:21:13 ET on 03/22/2024 under Order No.4104241959 which expires on 04/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1497790295)

init.

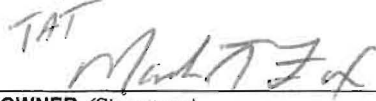
Deleted in its entirety.

.3 **Consultants** Scope of Services Exhibit(s) listed in section 2.1 – Exhibit 'A'

.4 Other documents:
(List other documents hereby incorporated into the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

TAT


OWNER (Signature)

Mark N. Fox
MHA Nation Tribal Chairman
(Printed name and title)



CONSULTANT (Signature)

Grant Stewart
Principal
(Printed name and title)

Init.

Additions and Deletions Report for **AIA® Document C103® – 2015**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:21:13 ET on 03/22/2024.

PAGE 1

AGREEMENT made as of the Fourteenth day of March in the year Two Thousand Twenty-Four (03/14/2024).

...

Mandan Hidatsa Arikara Tribe
404 Frontage Road
New Town, ND
58763

...

GGN Landscape Architecture Ltd.
1932 1st Avenue, Suite 700
Seattle, WA
98101

...

Landscape Architecture

...

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

The Mandan Hidatsa Arikara Tribal Visitors Center
New Town, ND

Scope Description – Phase 1a - Visioning and Preliminary Planning phase for the MHA Nation Tribal Park Visitors Center Project. The primary goal of this phase would be to establish a shared understanding of the project site and to develop guiding ideas regarding approach to the land and the relationship between land, building, and people. This work would precede Phase 1a: Program Validation + Site Analysis and Phase 1b: Schematic Design as outlined in the RFP.

This Visioning and Preliminary Planning would comprise a four-week period of concentrated work, centered around a site visit and work session with key design team members from GGN and VJAA, MHA Parks staff, design consultants from Living Habitats, and other tribal leadership and stakeholders, as desired/recommended by the owner.

Also refer to Exhibit 'A' (Attached).

PAGE 2

Refer to Exhibit 'A' (attached).

...
Phase 1a - Visioning and Preliminary Planning Phase - April 8, 2024 to May 3, 2024 (4 week duration).

...
N/A

...
N/A

PAGE 3

Refer to Exhibit 'A' (attached).

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar ~~circumstances,~~ circumstances (the 'Standard of Care'). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Consultant does not provide any warranties in connection with the performance of the services hereunder and nothing in the Agreement shall be deemed to require the Consultant to perform services to a standard beyond the Standard of Care.

...
Kara Weaver
Principal
GGN Landscape Architecture Ltd.
1932 1st Avenue, Suite 700
Seattle, WA
98101

...
§ 2.7.1 Commercial General Liability with policy limits of not less than ~~(\$ One Million (\$1,000,000)~~ for each occurrence and ~~(\$ One Million (\$1,000,000))~~ in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

...
§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than One Million (\$ 1,000,000).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

PAGE 4

[X] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time

required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

...

<u>Refer to Exhibit 'A' (attached)</u>	<u>Refer to Exhibit 'A' (attached)</u>
--	--

...

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights. However, in no event shall a lien be filed against the Owner. Owner is not subject to any law which allows for the creation or enforcement of a lien.

PAGE 5

Mary Fredricks
Tribal Park Project Director
Mandan Hidatsa Arikara Tribe
404 Frontage Road
New Town, ND
58763

...

§ 4.7 The Owner represents and warrants that it is financially solvent, able to pay its debts as they come due, and possesses sufficient working capital to perform its obligations under this Agreement. The Consultant may request assurance in writing of the Owner's ability to satisfy the foregoing. The Owner's failure to provide reasonable financial assurances upon request shall be grounds for suspension or termination of this Agreement by Consultant.

PAGE 6

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than ~~10~~3 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, insurance and proceeds are received from the insurer, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

PAGE 7

Litigation in a court of competent jurisdiction

...

~~§ 6.3 Arbitration~~

~~§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.~~

~~§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

PAGE 8

Phase 1a – Visioning and Preliminary Planning _____ \$60,000.00 (Sixty Thousand Dollars and Zero Cents)

...

To be negotiated later to add future phases.

~~§ 8.3 The hourly billing rates for services of the Consultant and the Consultant’s subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant’s and Consultant’s subconsultants’ normal review practices. Hourly rates shall only apply for additional services and with the Owner’s written acknowledgement.~~

...

Refer to Exhibit 'A' (Attached).

...

<u>Founding Principal</u>	<u>\$325.00 - \$350.00</u>
<u>Principal</u>	<u>\$200.00 - \$225.00</u>
<u>Senior Associate</u>	<u>\$175.00 - \$225.00</u>
<u>Associate</u>	<u>\$150.00 - \$175.00</u>
<u>Designer</u>	<u>\$125.00 - \$150.00</u>
<u>Administration</u>	<u>\$75.00 - \$150</u>
<u>Intern</u>	<u>\$85.00</u>

~~§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant’s invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.~~

...

Twelve percent (12 %) per annum.

PAGE 9

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of — percent (—%) of the expenses incurred Consultant. At the time this agreement was prepared, reimbursable expenses were projected to be no less than - \$7,200.00 (Seven Thousand Two Hundred Dollars and Zero Cents). However, reimbursable expenses can change due to schedule and travel and the Owner agrees to pay all approved expenses outside of the projected amount listed above. Any reimbursable expenses beyond the \$7,200 (Seven Thousand Two Hundred Dollars and Zero Cents) must be approved in writing by the Owner. Failure to secure approval shall relieve Owner of their obligation to reimburse.

...

N/A

...

\$30,000 (Thirty Thousand Dollars and Zero Cents) or 50% of the proposed fees for the Phase 1a. Agreed financial terms in this Section 8.7 will need to be modified when future phases are added, and the Owner agrees to engage into conversations with the Consultant to ensure an equitable contractual relationship is agreed upon should termination of this contract occur after Phase 1a is complete.

...

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3-laws of the Three Affiliated Tribes.

PAGE 10

§ 9.5 Unless otherwise required in this Agreement, the The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

...

§ 10.1 Refer to Section 8.1 for fees in combination with Exhibit 'A'- Scope Proposal dated January 29, 2024. Fees for additional consultants contracted directly to the Consultant shall incur an additional administration fee of ten percent (10%). Any additional consultants shall be approved in advance and in writing.

§ 10.2 To the fullest extent permitted by law, Owner agrees to limit the liability of Consultant, its officers, directors and employees for all claims and causes of action Owner may bring against Consultant, based on any legal theory, including without limitation, malpractice, professional negligence, negligence, negligent misrepresentation, breach of contract, strict liability, contribution and/or indemnity, so that the total aggregate liability of Consultant of the Consultants consultant's to the Owner for claims arising from or related to the Project shall be limited to the available proceeds of any insurance policy required by this Agreement that actually funds any settlement, award or verdict, up to the individual policy coverage limits required by and listed in Article 2 – Consultant's Responsibilities of this Agreement. This Section 10.2 shall not apply if the Consultant acted with malicious intent or reckless intent.

§ 10.3 Neither party shall be liable for delay in performance of the obligations under this Agreement resulting from an Act of God or any other reason outside of a party's control, including without limitation, delay caused by earthquakes, flooding, similar severe weather events, strikes, pandemics, epidemics, fire, acts of war, and agency delays.

...

~~2 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:~~

~~Deleted in its entirety.~~

.3 Consultants Scope of Services Exhibit(s) listed in section 2.1 – Exhibit 'A'
PAGE 11

N/A

...

Mark N. Fox
MHA Nation Tribal Chairman

Grant Stewart
Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Grant E. Stewart, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:21:13 ET on 03/22/2024 under Order No. 4104241959 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C103™ – 2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal

(Title)

4.15.2024

(Dated)