



Tetra Tech Alaska, LLC

PROFESSIONAL SERVICES AGREEMENT

PROJECT: YRAA Site Feasibility Evaluation TETRA TECH JOB #: 200-
CLIENT: Yakutat Regional Aquaculture Assn
ADDRESS: PO Box 153
Yakutat, AK 99689
CONTACT: E-MAIL: TEL: FAX:
CONSULTANT: TETRA TECH ALASKA, L.L.C.
FEDERAL TAX ID # (EIN): 26-2138198
ADDRESS: 217 Second Street, Suite 207
Juneau, AK 99801
CONTACT: Don Beard E-MAIL: Donald.beard@tetrattech.com TEL: 907-586-6400 FAX: 907-463-3677
PROJECT DESCRIPTION: Visit potential hatchery site in Yakutat and prepare letter report summarizing water availability and feasibility for hatchery development

SCOPE OF SERVICES (See Attachment) SCHEDULE (See Attachment)

COMPENSATION:

LUMP SUM. Compensation for these services shall be a Lump Sum of \$ 9,500. No work shall begin on Task 300, site visit by groundwater hydrologist, without prior approval by YRAA.
TIME AND MATERIALS. Compensation for these services will not exceed \$ without written authorization and will be based on the following option (per the attached Estimate of Professional Services or List of Billing Rates), plus Reimbursable Expenses times a factor of and Subconsultant Expenses times a factor of and per Tetra Tech's Definitions.
Tetra Tech's Direct Job Wages times a factor of List of Tetra Tech's Billing Rates.
COST PLUS FIXED FEE. Compensation for these services shall be Tetra Tech Cost plus a fixed professional fee, including Reimbursable Expenses times a factor of plus Subconsultant Expenses times a factor of and per Tetra Tech's Definitions. The estimated compensation for services is \$ plus a fixed fee of \$ for a total of \$.

Direct Job Wages or Billing Rates for Time and Materials or Cost plus Fixed Fee contracts are subject to change to reflect adjustments in Tetra Tech salary levels.

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, Tetra Tech shall submit a fee estimate for such services and a contract modification shall be negotiated and approved in writing by the Client prior to any effort being expended on such services.

SCHEDULE OF PAYMENTS: It is understood that the undersigned Client is responsible for payment of all fees to Tetra Tech. Tetra Tech shall be paid monthly on the basis of invoices submitted. These invoices will be for the portion of the agreed upon compensation earned by Tetra Tech during that month. (Cost plus Fixed Fee will be for costs incurred during the invoice period plus the portion of the agreed upon fixed fee earned by Tetra Tech during that month. Lump Sum will be based on percent of effort completed as estimated by Tetra Tech). Tetra Tech shall be paid for all invoices within 30 days of submittal. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Tetra Tech based on contractual terms. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment(s) delayed beyond 60 days shall give Tetra Tech the right to stop work without liability until payments are current. Non-payment beyond 70 days shall be just cause for termination by Tetra Tech. See Standard Provisions for payment address and collection of invoices unpaid after 60 days.

EXECUTION: Execution of this document by duly authorized representatives of Tetra Tech and Client, including Tetra Tech's Standard Provisions and any enumerated attachments, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither Tetra Tech nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other. Signature(s) by Facsimile or e-mail shall be deemed original(s).

CLIENT: Yakutat Regional Aquaculture Assn CONSULTANT: TETRA TECH ALASKA, L.L.C.
BY: Kathryn L. Hansen BY: Donald R. Beard
SIGNATURE: Kathryn L. Hansen SIGNATURE: Donald R. Beard
TITLE: Consultant TITLE: Project Manager
DATE: 6/6/17 DATE: 06/06/17

Attached: (X) Scope of Services () Schedule () Additional Provisions
() Estimate of Professional Services or List of Billing Rates () Definitions () Other

Originals: Client, Tetra Tech Contract File c: Central File, Project Manager Tetra Tech -12/15