



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: BY: Donald R. Beard
SIGNATURE: SIGNATURE: Donald R. Beard
TITLE: TITLE: Project Manager
DATE: DATE: 06/06/17

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

TETRA TECH STANDARD PROVISIONS

1. **SERVICES.** Tetra Tech shall provide professional services in accordance with the agreed upon scope of work.
2. **EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of the Client and Tetra Tech and upon receipt by Tetra Tech of a signed original or facsimile transmittal. If facsimile transmittal is initially sent to Tetra Tech, Client will provide Tetra Tech with a signed original for record as soon as practicable.
3. **INITIATION.** Tetra Tech is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.
4. **COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This Agreement may be terminated by either party upon a ten (10) day written notice should the other party fail substantially to perform in accordance with its terms. In the event of termination, Tetra Tech shall be paid in accordance with the compensation terms of this Agreement for services provided in accordance with the scope of services, together with all costs arising out of such termination.
Continuing Service/On-call Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party, or otherwise stipulated contractually. Upon substantial completion of each Work Order/Work Assignment, the Statute of Repose or Limitations will commence running.
5. **DELAYS.** Established completion time shall not be extended because of unwarranted delays attributed to Tetra Tech but shall be extended by Client in the event of delays attributed to Client or because of unavoidable delays that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. The Client will adjust the schedule and compensation for any additional direct or indirect costs resulting from such delays under this Agreement.
6. **STANDARD OF CARE.** Services provided by Tetra Tech to Client under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This representation is in lieu of any warranties or other representations, either expressed or implied.
7. **INDEPENDENT CONSULTANT.** Tetra Tech is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client.
8. **COMPLIANCE WITH LAWS.** Tetra Tech will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.
9. **PAYMENT ADDRESS.** Remit payment to: Tetra Tech, P.O. Box 911677, Denver, CO 80291-1677. To ensure accurate posting, please note the invoice number on your check.
10. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Tetra Tech shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Tetra Tech in connection therewith.
11. **FURNISHED DATA.** Client will provide technical data in its possession, including, but not limited to, previous reports, maps, surveys, borings, and other information relating to Tetra Tech's Scope of Services. Tetra Tech may reasonably rely upon the accuracy of any information provided by Client.
12. **OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Tetra Tech. Tetra Tech will retain all common law, statutory, and other reserved rights, including the copyright thereto. Tetra Tech shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without the written authorization of and appropriate compensation to Tetra Tech.
13. **SITE VISITS/OBSERVATION.** If included in the Scope of Work, Tetra Tech shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of the contractor's work, and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by Tetra Tech as part of services during construction under this Agreement shall not make Tetra Tech responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make Tetra Tech responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.
14. **EQUAL OPPORTUNITY EMPLOYMENT.** Tetra Tech will comply with federal regulations pertaining to Equal Opportunity Employment. Tetra Tech is in compliance with applicable local, state, and federal regulations concerning minority hiring.

It is Tetra Tech's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Tetra Tech expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices. Tetra Tech's equal opportunity employment policy applies to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

15. **INSURANCE.** Tetra Tech will procure insurance policies during the term of this Agreement as follows:
 - a. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute.
 - b. Commercial General Liability — \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate.☺
 - c. Automobile Liability — minimum of \$1,000,000 combined single limit for bodily injury and property damage.
 - d. Professional Liability (E&O) and Professional Pollution Liability and Contractors' Pollution Liability — \$2,000,000 each claim and in the aggregate.
16. **INTERPRETATION.** Notwithstanding any other provision(s) in this Agreement, nothing shall be construed, interpreted, or enforced so as to void, negate, vitiate, or adversely affect any otherwise applicable insurance held by any party to this Agreement.
17. **INDEMNIFICATION/HOLD HARMLESS.** Tetra Tech shall indemnify and hold harmless the Client and its employees from liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by Tetra Tech's negligent acts, errors, or omissions in services provided pursuant to this Agreement.
18. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and Tetra Tech, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law that Tetra Tech's liability hereunder, whether in tort or in contract, for any cause of action shall be limited as follows: (a) for insured liabilities, to the amount of insurance then available to fund any settlement, award or verdict; (b) for uninsured liability to \$100,000 or the amount of Tetra Tech's total fee paid by the Client for services under this Agreement and any amendments, whichever is the greater. Such claims and causes include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract, or warranty.
19. **LIEN RIGHTS.** Tetra Tech may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Tetra Tech are considered property improvements and the Client waives the right to any legal defense to the contrary.
20. **WAIVER OF CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Tetra Tech, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Tetra Tech shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
21. **DISPUTES.** Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Alaska. Mediation is an express condition precedent to the filing of any legal action. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence to run not later than the date when Tetra Tech substantially completes the project or each respective Work Order/Work Assignment.
22. **ATTORNEY FEES.** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.
23. **SEVERABILITY AND SURVIVAL.** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and Tetra Tech shall survive the completion of the services hereunder and the termination of this Agreement.

