KENAITZE INDIAN TRIBE

AGREEMENT FOR

PROFESSIONAL SERVICES

DRAFT

PROFESSIONAL SERVICES AGREEMENT

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | THIS IS AN AGREEMENT effective as of | |  |  |  | (“Effective Date”) between | | |
|  | | | | | | | |
| Kenaitze Indian Tribe, P.O. Box 988, Kenai, Alaska 99611 | | | | | | | (“Owner”) and |
|  | | | | | | | |
|  | | | | | | | (“Consultant”) |
|  | | | | | | | |
| Owner intends to | | Develop a community garden for Kenaitze`s *Shanteh t’uh* Food Sovereignty Campus Development Project (“the Project”). The Project shall be designed to meet all applicable Tribal, Federal, State, and local laws and regulations. | | | | | |
|  | | | | | | | |

Owner and Consultant agree as follows:

1. initial information
   1. General

Owner is a federally recognized tribe that operates certain federal programs, services, functions, and activities and is constructing the Project pursuant to Owner’s agreement (hereafter, “Funding Agreement”) with the USDA National Institute of Food and Agriculture (NIFA, “Funding Agency”). Consultant shall provide services to develop a community garden for Kenaitze`s *Shanteh t’uh* Food Sovereignty Campus Development Project (“the Project”). The Project shall be designed to meet all applicable Tribal, Federal, State, and local laws and regulations.

* + 1. . (the “Project”).

Consultant is hereby advised that Consultant is required to comply with all applicable terms and conditions of the Funding Agreement and applicable DOI, BIA TCR regulations, 2 CFR 200 and 25 CFR, Section 900.47 – 900.50. Construction of the Project will be subject to prevailing wage rates under the Davis-Bacon Act, 40 U.S.C. §§ 3141–3148.

Consultant further understands and agrees that the Funding Agency may have certain oversight responsibilities with respect to the services provided under this Agreement. Consultant agrees, at the request of Owner, to provide copies of documents produced under this Agreement to the Funding Agency.

1. SERVICES OF Consultant
   1. Qualifications of Consultant

Consultant affirms that it has the requisite professional experience and expertise to develop a community garden for Kenaitze`s *Shanteh t’uh* Food Sovereignty Campus Development Project, as directed, such other additional services that the Owner may require to ensure that the Owner’s Project is successfully advanced on time and within budget. All professional services performed under this Agreement which may require a professional license shall be performed by or under the supervision of a person licensed and registered in the State of Alaska to provide the professional services contemplated under this Agreement.

* 1. Scope

Consultant’s Basic Services consist of those described in Exhibit A – Scope of Work, and include usual and customary services associated with the Project. In particular, Consultant shall provide, or cause to be provided, the following services:

1. [A detailed scope of work will be finalized with the selected firm and the Tribe].
   1. Sub consultants

Consultant shall retain the following Sub consultants under its Basic Services:

1. [TBD].
   1. Alaska Native and American Indian Hiring Preference and TERO

The work to be performed under this Agreement is on a Project subject to section 7(b) of the Indian Self–Determination and Education Assistance Act, 25 U.S.C. § 5307(b). Section 7(b) requires that, to the greatest extent feasible: (A) Preferences and opportunities for training and employment shall be given to Indians; and (B) Preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. The parties to this Agreement shall comply with the provisions of section 7(b). In connection with this Agreement, Consultant shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians. Consultant shall include this section 7(b) clause in every subcontract in connection with the Project; shall require subcontractors at each level to include this section 7(b) clause in every subcontract they execute in connection with the Project; and shall, at the direction of Owner, take appropriate action pursuant to the subcontract upon a finding by Owner or the Funding Agency that the subcontractor has violated the section 7(b) clause.

Pursuant to Owner’s Tribal Employment Rights Ordinance (TERO), Ordinance No. 2017-01, Consultant shall make best efforts to employ and subcontract with Owner’s Tribal members, Tribal members’ spouses, and other Alaska Native and American Indians. Consultant shall review and consider Owner’s preferred vendor list and index of Tribal members and eligible Alaska Native and American Indians seeking employment that is maintained by the TERO office.

* 1. Confidentiality

The Consultant agrees and understands that all information relating to the business of Owner, including but not limited to financial information and employee and personnel information, that Consultant learns during the course of providing services under the terms of this Agreement is confidential information belonging to Owner and not to Consultant. Consultant agrees not to divulge, disclose, or communicate any information relating to the business of Owner learned or gained during the course of providing services, directly or indirectly, to any person, firm, or corporation, without the express written consent of Owner.

* 1. Permits and Taxes

Consultant shall comply with and pay all federal, state, tribal and local taxes, fees, and licenses, including sales tax, if any, for which Consultant may be liable in connection with the labor and materials provided hereunder. Consultant shall also obtain, at its own cost and expense, any and all permits necessary to perform the work required under this Agreement.

* 1. Risk of Loss

Consultant shall bear all risk of loss, theft, damage, or destruction to Consultant’s tools, equipment, appliances, facilities, and materials necessary to commence and complete the work under this Agreement. Consultant will at all times carry insurance against such destruction in an amount sufficient to cover the replacement value of such tools, equipment, appliances, facilities, and materials.

1. OWNER’S RESPONSIBILITIES
   1. General
      1. Owner shall have the responsibilities set forth herein.
      2. Owner shall permit Consultant access to all Project-related documents in Owner’s possession including requirements, programs, instructions, reports, data, and other information necessary to allow Consultant to perform its services under this Agreement. Consultant may rely on such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, unless such reliance conflicts with other terms of this Agreement or Consultant’s professional standards of care.
      3. Owner shall pay Consultant as follows for the Basic Services provided under this Agreement:
         1. *General*. An amount equal to the cumulative hours charged to the Project by each class of Consultant’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Consultant’s Sub consultant charges, if any. Consultant’s Standard Hourly Rates are set forth in Exhibit C.
         2. *Reimbursable Expenses*.
            1. Reimbursable Expenses include the following categories:

[TBD.]

* + - 1. Upon Owner’s request, Consultant shall make copies of records of Reimbursable Expenses available to Owner at no cost.
    1. *Not to Exceed Amount for Basic Services.* Consultant understands and agrees that the total compensation, inclusive of all fees and reimbursable expenses, related to the Basic Services provided under this Agreement shall not exceed $\_\_\_\_\_\_\_\_\_\_\_, without a written amendment to this Agreement executed by an authorized representative of the Owner.

1. SCHEDULE FOR RENDERING SERVICES
   1. Commencement
      1. Consultant shall begin rendering services as of the Effective Date of the Agreement.
   2. Time for Completion
      1. It is understood and agreed that time is of the essence in the performance of this Agreement. This Agreement shall remain in effect until all obligations set forth in this Agreement have been satisfactorily fulfilled, the Agreement is terminated in accordance with Section 7.04, or the end date set forth in this Agreement, which is [insert date], whichever comes first.
      2. Consultant shall complete its obligations under this Agreement in a manner that shall permit substantial completion of the Project by [insert date].
      3. Owner’s anticipated milestones:
         1. TBD
      4. If Owner authorizes, in a writing signed by an authorized representative of Owner, changes in the scope, extent, or character of the Project, then Owner and Consultant shall negotiate a fair and equitable adjustment to the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation.
      5. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages resulting from such failure, in addition to all other remedies provided by law.
2. INVOICES AND PAYMENTS
   1. Invoices
      1. *Preparation and Submittal of Invoices.* Consultant shall prepare detailed written invoices sufficient to allow Owner to determine that stated work has been completed and a brief statement of progress toward final completion of the work. Consultant shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt by an authorized representative of Owner. Invoices for payment shall not exceed the amount set forth in Paragraph 3.01.C of this Agreement.
   2. Payments
      1. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
3. RESERVED
4. GENERAL CONSIDERATIONS
   1. Standards of Performance
      1. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by planning professionals practicing under similar circumstances, at the same time, and in the State of Alaska.
      2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant’s services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation, except to the extent such corrective action is directly and solely attributable to deficiencies in Owner-furnished information.
      3. Consultant may, within the total compensation provided in Paragraph 3.01.C, employ such Sub consultants as it deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
      4. Subject to the standard of care set forth in Paragraph 7.01.A, Consultant and its Sub consultants may use or rely upon information ordinarily or customarily furnished by others, including, but not limited to, specialty manufacturers, suppliers, and the publishers of technical standards.
      5. Consultant and Owner shall comply with applicable provisions of State, Federal, and Tribal Laws and Regulations, and Owner-mandated standards that Owner provides to Consultant.
   2. Use of Project Documents
      1. Subject to the limitations set forth in this Agreement, all Project Documents to be used for the upcoming Project are to be considered instruments of hire, and the Owner shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Consultant) whether or not the Projects are completed.
      2. When transferring Project Documents in electronic media format, the Consultant shall comply with Owner’s written requirements for compatibility, usability, or readability of such Project Documents using Owner’s software application packages, operating systems, and computer hardware, if they differ from those used by the Documents’ creator. In addition to creating the Project Document in electronic media format, Consultant shall provide Owner with ten (10) hard copies of the final Master Plan Project Documents required under this Agreement.
   3. Insurance
      1. Consultant shall procure and maintain insurance as set forth in this Paragraph 7.03 during the term of this Agreement. Consultant shall cause Owner to be listed as an additional insured on any applicable general liability and automobile liability insurance policy carried by Consultant during the term of this Agreement. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies. The Consultant’s required insurance policies under this Agreement shall waive all rights of subrogation against the Owner. No provision of this Agreement shall be construed or deemed to limit the Consultant’s obligations to pay insurance proceeds, damages, or other costs or expenses required under this Agreement.
      2. All insurance coverages required under this Agreement shall be on a “per occurrence” basis. Consultant shall deliver to Owner certificates of insurance evidencing the coverages indicated below and, upon request by Owner, shall provide copies of the insurance policy carried by Consultant for Owner’s review. Such certificates shall be furnished prior to commencement of Consultant services and at renewal periods thereafter during the term of the Agreement. The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under this Paragraph 7.03, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurer.
      3. Consultant shall, at its sole cost and expense, maintain the following insurance coverages until the termination of this Agreement:

1. Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence, Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage.

2. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.

3. Workers’ Compensation at statutory limits.

4. Employers’ Liability with policy limits not less than One Million Dollars ($1,000,000) each occurrence.

5. Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) in the aggregate.

* + 1. At any time, Owner may request that Consultant or its sub consultants, at Owner’s sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Paragraph 7.03. If so requested by Owner, and if commercially available, Consultant shall obtain and shall require its sub consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Paragraph 7.03 will be supplemented to incorporate these requirements.
  1. Suspension and Termination
     1. Suspension. Owner reserves the right to suspend the Project upon seven (7) days written notice to Consultant.
     2. Termination. The obligation to provide further services under this Agreement may be terminated:
        1. For cause,
           1. By either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
           2. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.04.B.1.a. if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than fourteen (14) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such fourteen (14) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to thirty (30) days after the date of receipt of the notice or such additional time as may be agreed to in writing by the parties.
        2. For convenience,
           1. By Owner effective upon Consultant’s receipt of notice from Owner.
     3. *Effective Date of Termination*. The terminating party under Paragraph 7.04.B.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Consultant to remove personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
     4. *Payments upon Termination.*
        1. In the event of termination for cause by either party:
           1. Consultant shall provide Owner with all Project Documents prepared by or in the possession of Consultant as of the effective date of termination.
           2. Consultant may invoice Owner for all services properly performed through the effective date of termination.
           3. Owner shall pay any unpaid and undisputed invoices for all properly completed services but may withhold any payment for services not properly rendered in accordance with the terms of this Agreement.
           4. Both parties shall retain the right to pursue the dispute resolution procedures authorized in Paragraph 7.07.
        2. In the event of termination for convenience by Owner
           1. Consultant shall provide Owner with all completed Documents prepared as of the effective date of termination.
           2. Consultant may invoice Owner for all services performed or furnished with respect to authorized services properly performed through the effective date of termination. In addition, Consultant may invoice Owner for a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, at the rates set forth in this Agreement, but in no event shall such termination costs exceed ten (10) hours of additional compensation.
           3. Owner shall pay any unpaid and undisputed invoices.
           4. Both parties shall retain the right to pursue the dispute resolution procedures authorized in Paragraph 7.07.
  2. Controlling Law
     1. Alaska state law shall be applied to resolve any dispute arising under or related to this Agreement and the Project, provided, however, that this reference to Alaska state law shall not be construed as an admission or concession by Owner that the State of Alaska or any subdivision or agency thereof has authority to promulgate laws applicable to Owner in connection with Consultant’s activities on trust, allotment, or restricted fee lands.
  3. Successors, Assigns, and Beneficiaries
     1. Owner and Consultant are hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and, to the extent permitted by this Paragraph 7.06,the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party in respect of all covenants, agreements, and obligations of this Agreement.
     2. Consultant may not assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that are due or may become due) without the written consent of Owner, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner to any Subconsultant, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken by Consultant pursuant to this Agreement shall be for the sole and exclusive benefit of Owner and not for the benefit of any other party.

* 1. Dispute Resolution
     1. Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question through informal, good faith discussions between themselves. The parties may also choose to use mediation services, if agreed to by Owner, prior to invoking any means of binding dispute resolution authorized under this Agreement. However, any mediation will be at Owner’s sole election and is not a prerequisite to arbitration. If the parties are unable to resolve such claims, disputes, and other matters in question between themselves, either party may submit such claim to binding arbitration in accordance with the provisions of Paragraph 7.07.B.
     2. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to binding arbitration.
        1. Such arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect or other arbitration rules mutually agreed upon. The written demand for arbitration shall be presented or mailed to the other party to this Agreement and filed with the American Arbitration Association.
        2. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
        3. Except as provided below, no dispute resolution procedure permitted under and arising out of or relating to the Agreement shall include by consolidation, joinder, or in any other manner any other person or entity who is not a party to this Agreement, except at Owner’s sole discretion.
        4. Notwithstanding Section 7.07.B.3, if a claim, dispute, or other matter in question arising out of or related to this Agreement between Owner and Consultant involves the work of a Sub consultant, or other consultants to Owner or Consultant (each a “Joinable Party”), Owner may, at its sole discretion, join each Joinable Party as a party to the arbitration between Owner and Consultant hereunder, and Consultant shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Consultant involving the work of such Joinable Party. Nothing in this Paragraph nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner.
        5. The award rendered by the arbitrator or arbitrators shall be final and enforceable in the Alaska Superior Court located in Kenai, Alaska in the Third Judicial District. Consultant understands and agrees that any arbitration decision, award, or judgment being sought against Owner is expressly made subject to the limitations set forth in Paragraph 7.07.C and any other limitations that may apply under the federal laws and regulations governing federally recognized tribal governments.
     3. Sovereign Immunity
        1. Owner is a federally recognized tribe, which possesses sovereign immunity from suit. Nothing in this Agreement shall be construed to be a waiver of Owner’s sovereign immunity, except to the limited extent necessary to permit Consultant to pursue the dispute resolution procedures authorized in this Agreement. Sovereign immunity is not waived as to any employee, Council member, or agent of Owner, and Owner hereby specifically reserves and retains its sovereign immunity and all rights and privileges pertaining thereto, except to the limited extent expressly stated in this Paragraph 7.07.
        2. The sole remedy available as against Owner, following arbitration, shall be an award for payment of the amount of an approved invoice which is due the Consultant for completed and properly performed work and that is unpaid.  A judgment or award against Owner may be satisfied only from available funds which Owner has specifically budgeted for this Project and shall not exceed the amount listed in Paragraph 3.01.C. Nothing in this limited waiver of immunity shall be construed as a waiver or consent to the levy of any judgment, lien, attachment, or encumbrance upon any other funds, assets, income, or real property or interest in any real property belonging to Owner, whether held in trust for the benefit of Owner by the United States, as restricted fee land, or in fee simple.
        3. For the limited purpose of bringing a civil action to enforce a binding arbitration award, this limited waiver of sovereign immunity shall be deemed a consent to the jurisdiction only of the Alaska Superior Court located in Kenai, Alaska.
        4. This limited waiver of sovereign immunity specifically does not allow for recovery of attorneys’ fees or post-judgment interest and does not extend to actions for declaratory judgment or injunctive relief.
        5. The parties hereby acknowledge and agree that this Paragraph 7.07 shall also apply to any other agreements entered into by the parties during the respective terms of such agreements, and shall, whenever any application of this Contract continues beyond the termination of this Agreement, continue to apply thereto, notwithstanding any prior termination of this Agreement or any ancillary agreements between the parties. Owner specifically reserves and retains its full sovereign immunity, and all rights and privileges pertaining thereto, concerning any claims brought more than three (3) years after date of the execution of this Agreement by Owner and Consultant.
  2. Indemnification by Consultant. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless and hereby releases Owner, and Owner’s Council members, officers, agents, and employees from and against any and all suits, claims, costs, losses, liabilities, fines, penalties, actions, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable in whole or in part to Consultant’s performance of services under this Agreement. In the event any element of the Project Documents delivered under this Agreement is covered by any patent, copyright, or application thereof, Consultant shall hold harmless and indemnify Owner, and Owner’s Council members, officers, agents, and employees from any and all losses, costs or expenses resulting from claims, suits, or judgments rendered for violation of rights under such patents, copyright, or application.
  3. Miscellaneous Provisions
     1. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
     2. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
     3. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
     4. *Waiver.* A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
     5. *Records.* Consultant agrees to retain all records that are directly pertinent to this Agreement, the Project, and the work for a minimum of three (3) years after the date Owner makes final payment under this Agreement. Owner, the Funding Agency, and their authorized representatives shall have access to and the right to examine any of Consultant’s pertinent books, documents, papers, or other records involving transactions related to this Agreement for the purpose of audit, examination, transcription, or other lawful use for a period of three (3) years after final payment under this Agreement, or until the final disposition of any appeals, litigation, or claims arising under this Agreement or the Funding Agreement, whichever is longer.
     6. Consultant assures that neither it nor any of its principals or subconsultants are debarred, suspended, or otherwise excluded from participation in any projects funded by the State of Alaska or the U.S. Government. If subcontracts are made, Contractor shall take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2 C.F.R. § 200.321.
     7. Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401–7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251–1388.
     8. Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States, in accordance with 2 C.F.R. § 200.322.
     9. This Agreement may be subject to the provision of the Anti-Kickback Enforcement Act of 1986, Public Law No. 99-634 (41 U.S.C. §§ 8701-8707). Consultant certifies that neither it, nor any of its employees, agents, or representatives has violated the provisions of the Act.

1. EXHIBITS AND SPECIAL PROVISIONS
   1. Exhibits Included (TBD)
      1. Exhibit A, “Scope of Work,” consisting of \_\_\_ pages.
      2. Exhibit B, “Environmental Study” consisting of \_\_\_ pages.
      3. Exhibit C, “Consultant’s Standard Hourly Rates,” consisting of \_\_\_ pages.
   2. Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.
   3. Total Agreement
      1. This Agreement (together with the exhibits identified above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may be amended only by a written instrument signed by both parties.
   4. Designated Representatives
      1. Owner hereby designates as its representative whose authorization to act on Owner’s behalf shall be as follows: (a) the Designated Official alone shall be authorized to enter into amendments to this Agreement; (b) the Project Official shall serve as Owner’s designated Project-specific technical representative and shall be authorized to coordinate with the Consultant on day-to-day Project and technical matters.
         1. Owner’s Designated Official:

Chelsea Hendriks, Interim Executive Director

Kenaitze Indian Tribe

150 Willow Street

Kenai, Alaska 99611

Phone:

Email:

* + - 1. Owner’s Project Official:

Kenaitze Indian Tribe

150 Willow Street

Kenai, Alaska 99611

Office:

Cell:

Email:

* + 1. Consultant hereby designates as its representative authorized to act on Consultant’s behalf with respect to the Project:

Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1 of this Agreement.

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| Owner: | | | | | |  | |  |  |  | Consultant: | | | | | | |  |  |  | |  |
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| By: | | Chelsea Hendriks | | | | | | | |  | By: | |  | | | | | | | | | |
|  | | | | |  | | |  |  |  |  | | | | | |  | |  |  | |  |
| Title: | | | Interim Executive Director | | | | | | |  | Title: | |  | | | | | | | | | |
|  | | |  | | | | | | |  |  | | | |  | | | | | | | |
| Date: | | | |  | | | | | |  | Date: | | |  | | | | | | | | |
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|  | | | | | | | | | |  | License or Certificate No. | | | | | | | | | |  | |
|  | | | | | | | | | |  | State of: | | | | | Alaska | | | | | | |
|  | | | | | | | | | |  |  | | | | | | | | | | | |
| Address for giving notices: | | | | | | | | | |  | Address for giving notices: | | | | | | | | | | | |
|  | | | | | | |  |  |  |  |  | | | | | |  | |  |  | |  |
| Kenaitze Indian Tribe  P.O. Box 988  Kenai, AK 99611 | | | | | | | | |  | |  | | | | | | | | | | |