KAWERAK, INC. CONTRACT FOR PROFESSIONAL SERVICES—FIRE ALARM/SPRINKLER SYSTEMS

This agreement ("Agreement") is hereby made between Kawerak, Inc., P.O. Box 948, Nome Alaska 99762, (907) 443-5231, ("Kawerak"), and _____[name, address and phone of Contractor] ("Contractor") (collectively, "the Parties") to provide professional services as provided herein.

1. TERM OF CONTRACT

This Agreement shall commence on _____, 2026 and shall terminate on or before _____ ("Term"), or as provided by Section 14 of this Agreement. Kawerak will not be liable for any fees or expenses incurred by Contractor prior to the commencement date or after termination of this Agreement, unless specifically provided for herein.

2. SCOPE OF WORK

Contractor shall provide the following services in performance of the scope of work for this Agreement as follows:

Contractor shall provide services regarding Kawerak fire alarms and sprinkler services in accordance with Contractor's Proposal dated _____ (including the Project Execution Plan in Contractor's Proposal), which is hereby attached as Addendum A and incorporated by reference. In addition, to Addendum A, Contractor shall perform services as follows:

> Contractor shall furnish all labor, qualified personnel, materials, replacement parts, tools, equipment, and transportation necessary to diagnose, repair, and restore the fire suppression system(s) identified in a Task Order in accordance with applicable National Fire Protection Association (NFPA) standards (including [NFPA 25 / NFPA 13 / NFPA 2001]), CSI Division 21 requirements, and Authority Having Jurisdiction (AHJ) rules. All replacement components shall be new, listed/approved for the intended service, and compatible with existing system equipment unless otherwise specified.
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> Upon completing repairs, Contractor shall perform all required operational, hydro, flow, or acceptance tests to verify full system functionality and code compliance. Within 5 business days of completion, Contractor shall deliver a written repair and test report detailing work performed, parts replaced, test results, any remaining system deficiencies, and [NICET / 13 AAC 50.035] technician sign-off.
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> No repair work shall proceed without a fully executed Task Order or written authorization from the Owner.

3. COMPENSATION

Contractor shall be paid a total fee not to exceed $_____ dollars, to perform the Scope of Work.

4. EXPENSES

No expenses are authorized.

5. SCHEDULE OF PAYMENT

Kawerak shall pay Contractor $_____as outlined in Phase 1 and Phase 2 of the Project Execution Plan. Phase 2 inspection/testing/certification is included in repair cost.

Contractor shall invoice all phase 1 inspections/testing/maintenance per Project execution Plan. Kawerak shall authorize payment for Annual Inspections within (30) days of receipt of invoice.

Pricing shall be governed by the Project Execution Plan pricing schedule ([firm-fixed-price / time-and-materials / unit-rate]) based on the approved repair scope. Any discovered deficiencies outside the authorized Task Order scope require written modification approval prior to execution.

Contractor understands and agrees that, unless a different payment schedule has been agreed to herein, all work must be performed within the funding year for which it is contracted (unless extended by amendment) and that all payment requests for work performed during that period must be submitted no later than sixty (60) days following the end of the funding year. Failure to meet this deadline may result in non-payment due to Kawerak's grant and audit requirements.

Contractor understands and agrees that this Agreement is subject to Kawerak receiving the agreed upon contract amount in full from Federal Head Start and that in the event Kawerak does not receive such funding, this Agreement shall be considered null and void. Contractor is not required to commence work until Contractor has received payment as provided herein.

Kawerak will provide no other compensation or benefits of any kind for the performance of this Agreement to Contractor, or Contractor's employees, officers, or agents, other than those amounts provided in Sections 3 and 4 of this Agreement.

6. RELATIONSHIP OF PARTIES

Contractor is an independent contractor. The parties do not intend to create, nor shall this Agreement be deemed or construed to create, any relationship between the parties other than that of independent entities freely contracting with each other. Contractor is responsible at its own expense for obtaining any required licenses, for obtaining its own insurance, and for the payment of federal, state and local taxes necessary or attributable to Contractor's business. Contractor is not entitled to health insurance, life insurance, retirement insurance, or any other benefits from Kawerak or available to employees or

officers of Kawerak. Kawerak will not pay social security, income tax, or unemployment benefits or provide workers compensation insurance for or on behalf of the Contractor or Contractor's employees.

7. CONTRACTOR'S STANDARDS AND ASSURANCES

Contractor represents and warrants that employees or agents of Contractor are experienced and skilled in their profession and shall perform services in accordance with the standards for workmanship in their respective professions. Contractor's findings, recommendations, professional advice, and performance of work for Kawerak shall be based on practices and procedures customary to the profession. Contractor shall provide additional services needed to correct its deficiencies at no additional cost to Kawerak.

Contractor represents and warrants that Contractor is qualified to perform the Scope of Work, that it possesses or has obtained any professional licenses, business licenses, permits or governmental approvals necessary for performance of the Scope of Work, and that it carries any legally required insurance such as workers compensation insurance. Contractor further assures that it will comply with all applicable laws, ordinances, and regulations relating to the Scope of Work, including those pertaining to the use, operation and maintenance of any vehicles or equipment used in the performance of the Scope of Work.

8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification: Contractor agrees to defend, indemnify, and hold harmless Kawerak, its officers, employees and agents, against any all claims, damages, liability, and court awards, including costs, expenses and attorneys fees, to the extent such claims are caused by negligent or wrongful acts, errors or omissions of Contractor, its employees, agents, subcontractors, or assignees arising out the performance of this Agreement, to the full extent permitted by law. Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees. This indemnification section shall continue in full force and effect after the term of the Agreement.

8.2 Insurance: Contractor shall purchase and maintain the following insurance:

- Workers Compensation and employer's liability insurance as required by State law and as will adequately protect Contractor from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws.
- General liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage and two million dollars ($2,000,000) aggregate.
- Professional liability (errors and omissions) insurance with limits of not less than one million dollars ($1,000,000).
- Auto liability insurance with limits of not less than one million dollars ($1,000,000) and physical damage limits of the stated value for all vehicles used by Contractor in performance of the Scope of Work.

All insurance policies shall be written as primary policies and shall not be

contributing with, or in excess of, any insurance coverage that Kawerak may otherwise carry. Contractor shall furnish Kawerak certificates showing the type, amount, class of operation, effective dates and dates of expiration of policies. All insurance certificates must be delivered to Kawerak before work begins and must confirm that each type of coverage extends to all services to be performed described in the Scope of Work in Section (3). All insurance certificates and policies shall not be cancelled or allowed to expire within the duration of this Agreement until at least thirty (30) days prior written notice has been given Kawerak. Such policies shall contain a clause pursuant to which the insurance carriers waive all rights of subrogation against Kawerak with respect to losses payable under such policies.

If Contractor hires any subcontractors to perform work or furnish services, then Contractor shall require that any such subcontractors obtain insurance protection with coverage of the types and limits required by Kawerak, and in no event less than those set forth above.

9. OWNERSHIP OF WORK PRODUCT

To the extent this Agreement requires Contractor to produce for Kawerak goods, tangible objects or original intellectual property of any kind, including but not limited to written reports, memoranda, documents, graphs, charts, or other documents, illustrations, artwork, photographs, video recordings or audio recordings of any kind, regardless of the medium in which such products are recorded (print or electronic), all ownership and copyright interests in such work product will belong to Kawerak unless expressly reserved to Contractor in the Scope of Work.

10. CONFIDENTIALITY

Contractor shall hold in strict confidence all information made available by Kawerak to Contractor in the performance of this Agreement. Such confidential disclosures that are made or become available to Contractor are made in reliance on this condition.

11. GOVERNING LAW; CONSTRUCTION

This Agreement shall be governed and construed according the laws of the State of Alaska. It shall be construed without consideration of which party drafted it. The rule that contracts are construed most strongly against the drafting party shall not apply.

12. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign or subcontract this Agreement in whole or in part without the prior written consent of Kawerak.

13. AMENDMENTS

This Agreement may be amended or extended by mutual written consent of both parties.

14. EXPIRATION/TERMINATION OF CONTRACT

This Agreement will expire by its own terms in accordance with Section 1. Alternatively, Kawerak may terminate this Contract with or without cause, and without liability, upon 14 days' written notice to Contractor, and may terminate this Agreement immediately if Contractor fails to comply with Contractor's assurances in Section 7. At expiration, or in the event of termination, Contractor shall provide Kawerak with all completed work product performed by Contractor up to the date of expiration/termination; shall return any Kawerak property in its possession; and shall provide a detailed written report of the work performed. Kawerak shall pay Contractor for all work completed prior to expiration/termination.

15. POINTS OF CONTACT

The principle points of contact for communications regarding this Agreement are:

For Contractor:	For Kawerak:
Name:	Name:
Phone:	Phone:
Email:	Email:

16. SEVERABILITY

If any provision of this Agreement is held invalid, then that provision shall be interpreted to the fullest extent possible so as to be valid and effective, and the remaining provisions of this Agreement shall continue in full force and effect.

17. WAIVER

The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

18. NO THIRD PARTY BENEFICIARY

The parties do not intend this Agreement, nor shall it be construed, to confer any benefit upon any person who is not a party.

19. NATIVE PREFERENCE

In the performance of the Scope of Work, Contractor will give preference in employment and training to Native Americans and preference in the award of any subcontracts or sub-grants to Native American – owned economic enterprises, pursuant to Section 7 of PL 93-638.

CONTRACTOR	**KAWERAK, INC.**
_____	_____
Authorized Signature	President
Dated:_____	Dated:_____