



**PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL SERVICES
BETWEEN
COPPER VALLEY ELECTRIC ASSOCIATION, INC.
AND
“Contractor”**

Contract Number

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COPPER VALLEY ELECTRIC ASSOCIATION, INC.
AND
Contractor

In consideration of the mutual promises herein contained, Copper Valley Electric Association, Inc. (CVEA), and _____ (Contractor), hereby agree as follows:

SECTION 1 SCOPE OF SERVICES

The Contractor shall provide general services for the "Work" identified in this Professional Services Agreement to include the following:

- To be determined by contract, bid sheet and/or purchase order.

SECTION 2 COMPENSATION

CVEA shall pay the Contractor in accordance with the cost provisions of the contract.

The execution of this Contract does not obligate CVEA to provide Work or pay the Contractor.

SECTION 3 TERMS OF PAYMENT

Contractor will invoice for services and expenses monthly. Invoices will reflect a separate line item per project. Purchase Order should be referenced on each invoice. All invoices should be sent to accounting@cvea.org.

CVEA shall make payment for said invoiced amounts within thirty (30) days after receipt of invoice by CVEA. Should CVEA dispute any portion of the Contractor's invoices, CVEA shall pay the undisputed portion of the statement and advise the Contractor in writing of the disputed portion.

SECTION 4 TIME FOR PERFORMANCE

The term of this agreement will be as noted in the contract or, until either party terminates this contract as specified under Section 11 of this contract.

SECTION 5 INDEPENDENT CONTRACTOR, AGENCY, SUBCONTRACTOR

The Contractor agrees to perform the Work described in this Contract as an independent contractor and not as a subcontractor, agent, or employee of CVEA.

Nothing in this Contract shall be interpreted to make Contractor the agent of CVEA or CVEA the agent of Contractor.

The Contractor shall enter into no subcontract without prior written consent of CVEA. If any part of the Work is to be performed by a subcontractor, the terms and conditions of this Contract shall apply to such subcontractor. The Contractor shall administer its subcontracts. No approval of a subcontractor shall relieve the Contractor from any of its obligations or liabilities under this Contract.

SECTION 6 CVEA'S SATISFACTION

Work performed by the Contractor under this Contract shall be to the satisfaction of CVEA. In all areas, CVEA shall be the sole judge as to whether Work is satisfactory.

SECTION 7 PERFORMANCE

Contractor warrants that all Work performed will be of a professional caliber as CVEA has a right to expect, free from faults or defects, and will meet in all respects the requirements of the Contract Documents. Contractor, at its own expense, shall promptly re-perform any Work, which fails to conform to aforesaid warranties in any respect. If Contractor is delayed in starting or completing the Work or is unable to perform the Work because of any actions of CVEA, Contractor shall be entitled to an extension of time to complete the Work commensurate with the actual extent of any delay caused by said actions. Should such actions cause changes to the scope of the Work, Contractor will notify CVEA, and the parties will jointly determine if any modifications to this Contract are required.

SECTION 8 USE OF THE CONTRACTOR'S WORK

All reports, recommendations, and any information furnished by the Contractor in connection with its performance hereunder shall be the property of CVEA and may be used by CVEA, as CVEA deems appropriate. CVEA reserves the right to have third parties review the Contractor's Work.

SECTION 9 PROPRIETARY DATA AND INFORMAL

All information and data, regardless of form, that is received from CVEA and/or prepared by the Contractor for this Contract are the property of CVEA and shall be treated as confidential by the Contractor and the Contractor shall not disclose such information or data to others except upon express written approval by CVEA. Without the prior written approval of CVEA, the Contractor shall not use for any purpose other than the performance of the Work contemplated by this Contract, information, including but not limited to designs, drawings, specifications, reports, or other documents received by and/or prepared by the Contractor for the contracted effort, supplies and/or materials. Upon CVEA's request, the Contractor will return all such documentation to CVEA and shall safeguard against disclosure to others all Work papers and other documents and materials in the Contractor's possession that include such information, except to the extent necessary to comply with the valid order of a governmental entity or court of competent jurisdiction. In this event, a copy of said order shall be provided immediately to CVEA.

SECTION 10 REVISIONS TO THIS CONTRACT

CVEA shall have the right to make any changes in or delete services from the Work described in this Contract and any Purchase Orders issued hereunder and may direct the Contractor to perform extra Work and the Contractor shall implement such changes and perform such extra Work when documented and approved by both parties.

Any revisions and amendments to this Contract may be affected by an addendum to the Contract increasing or decreasing the amount of, or making alterations in, the Work to be performed, which addendum shall be furnished to the Contractor, and if accepted by the Contractor, shall be signed and returned to CVEA promptly. In the absence of such an addendum, the Contractor shall have no claim for compensation in addition to the price agreed upon for any Work performed and no right to additional time for completion of the Work described in this Contract. In case of any such change, so much of the Contract as is not necessarily thereby changed shall remain in full force and effect and no act or conduct of either party or any employee or employees or agent or agents thereof shall be held to operate as a waiver of any term, condition, or provision of this Contract, unless made by proper authority and reduced to writing in the form of an addendum to this Contract. The provisions of this Section shall not be construed to in any way limit the right of CVEA to make any changes, which CVEA may deem desirable, as provided in this Section.

In case such change or alteration shall result in a decrease in the Work to be performed, no allowance shall be made to the Contractor for loss of anticipated profits, but if the Contractor, before receiving CVEA's notice of intention to make such a change, shall have incurred expense which shall be rendered unnecessary by such change or alteration, such allowance shall be made therefore to the Contractor as shall be fair and reasonable. Acceptance by the Contractor of the final payment under this Contract or an addendum shall constitute a waiver of all claims against CVEA.

Amendments to this Contract shall be in writing and signed by both parties.

SECTION 11 TERMINATION

At any time after the acceptance of the Contract, either party hereto shall have the absolute right to terminate the Contract for any reason including its sole and absolute discretion, in whole or in part, upon a 30-day written notice and payment to the Contractor for services rendered up to the time of termination. Upon such notice of termination, the Contractor shall stop the performance of Work hereunder except as may be necessary to carry out such notice of termination and take any other action toward termination of the Work, which CVEA may reasonably direct. Upon such termination, the obligations of the parties hereto to one another under this Contract or the portion thereof, which is terminated, shall cease, except for such obligations, which, by their nature or the terms of this Contract, would survive completion of the Work hereunder. Contractor shall be paid on a pro rata basis for Work completed under this Contract through the effective date of termination, except as provided in Section 3.

If only a portion of the Work to be performed under the Contract and any Purchase Order issued hereunder is terminated by CVEA, the Contractor shall continue to perform all portions of the

Work not terminated, and as to the portions of the Work not terminated, the Contract shall remain in full force and effect. In no event shall CVEA be liable to the Contractor for any anticipated profits on any portion of the Work terminated by CVEA nor for any other sum except as set forth in this Contract. The remedies of the Contractor specified in this Contract shall constitute the exclusive remedies of the Contractor in the event of termination, in whole or in part, by CVEA.

SECTION 12 SUSPENSION

CVEA reserves the right to suspend Work under this Contract, in whole or in part, with or without cause. The Contractor shall resume Work so suspended when directed to do so by CVEA. If only a portion of the Work is suspended, CVEA will compensate the Contractor for those portions of the contract effort performed by the Contractor not specifically suspended and/or canceled and for such effort as may be necessary to comply with a suspension directive. If CVEA requests the Contractor to perform other services during a period of suspension, those services shall be considered a change and shall be compensated as provided in Sections 2, 3, and 10.

SECTION 13 ACCOUNTING & RIGHT TO AUDIT

CVEA, or an independent certified public accountant designated by CVEA, shall have the right to audit during the Contractor's normal working hours, the Contractor's accounts and records relating to costs incurred hereunder. The expense of such audit will be borne by CVEA.

SECTION 14 CVEA'S RIGHTS NOT WAIVED BY PAYMENT

No certificate given or payment made shall be considered as conclusive evidence of the satisfactory performance of the Contractor's obligations under this Contract in whole or in part, nor shall any certificate or payment be construed as acceptance of defective Work or as relieving the Contractor from its full responsibility under this Contract. Acceptance or acquiescence in a course of performance rendered under the Contract shall not be relevant to determine the meaning of the Contract and no waiver by a party of any right under the Contract shall prejudice that party's exercise of that right in the future.

SECTION 15 INSURANCE

During the term of this Contract and any Task Order issued hereunder, the Contractor will, at its sole expense, secure and maintain and will file with CVEA proper and acceptable evidence of the following described insurance:

- A. Commercial General Liability Insurance for public liability and broad form property damage shall provide the following minimum limits:
 - \$1,000,000 each occurrence
 - \$1,000,000 each person
 - \$1,000,000 aggregate
- B. Commercial Automobile Liability Insurance on all self-propelled vehicles used in conjunction with the agreement whether owned, non-owned, or hired:

\$1,000,000 each accident

- C. Worker's Compensation and Insurance, including Occupational Disease as required by law: Alaska Statute 23.30 with Employers Liability limits of:
- \$500,000 each accident
 - \$500,000 each employee
 - \$500,000 policy limit

CVEA will require a copy of the Contractors Certificate of Insurance to include CVEA named as additional insured and a copy of the endorsement from the contractor's insurance provider. CVEA is not responsible for any Contractor equipment owned, rented, or leased.

SECTION 16 INDEMNIFICATION, DEFENSE & HOLD HARMLESS

Except as otherwise provided in AS 45.45.900, the Contractor shall indemnify, save harmless and defend CVEA, its officers, agents and employees from any and all liability, including without limitation all costs, damages, attorneys fees, and expenses, for all actions and/or claims, including without limitation claims for contribution or indemnification, resulting from deaths, injuries, loss or damages arising directly or indirectly as a result of any error, omission, act or failure to act on the part of the Contractor, and/or any of its subcontractors and/or anyone, including but not limited to CVEA, its officers, agents, and employees, directly or indirectly employed or utilized by the Contractor or otherwise involved in the preparation for and/or the performance of this Contract, or any Work awarded hereunder, including without limitation suppliers, mechanics, materialmen, sureties or insurers.

In the event of joint or concurrent negligence by Contractor and CVEA (including their respective subcontractors and persons for whom they are responsible), the indemnification obligations shall be limited to the percentage of the liabilities equivalent to the percentage of allocable share of such joint or concurrent negligence or willful misconduct.

SECTION 17 ASSIGNMENTS

Except insofar as this Contract specifically permits assignments, any assignments by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract without the express written consent of CVEA shall be void, and any attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give CVEA the right immediately to terminate this Contract without any liability for Work performed.

SECTION 18 NOTICES AND CORRESPONDENCE

All notices required or provided for under this Contract, including but not limited to notice of termination, shall be in writing and shall be effective if delivered via email (preferred), personally, or sent via mail to the designated address or to such other address as the party may designate in writing:

If to CVEA:

When Emailed/Mailed: Copper Valley Electric Association, Inc.
Attn: Jaime Matthews, CEO
P.O. Box 45
Glennallen, Alaska 99588
jmatthews@cvea.org

And Copy to:

Copper Valley Electric Association, Inc.
Attn: Admin & HR Manager
PO Box 45
Glennallen, Alaska 99588
lhoward@cvea.org

If Personally Delivered: Copper Valley Electric Association, Inc.
Attn: Jaime Matthews, CEO
Mile 187 Glenn Highway
Glennallen, Alaska 99588

If to Contractor:

When Emailed/Mailed: Contractor
Address
City, State, Zip
Email address
Phone #

Any party hereto may change its notice address by giving notice to the other parties, in the manner set forth herein; provided, however, that no change of address notice shall be effective until received by the other parties.

SECTION 19 VENUE GOVERNING LAW AND JURISDICTION

This contract shall be governed by the laws of the State of Alaska, and any proceedings relating to its interpretation or enforcement shall be commenced in the Superior Court for the Third Judicial District, State of Alaska, at Valdez, Alaska. This designation of venue shall not be construed to modify the provisions of Section 20 (Arbitration and Disputes). Insofar as is necessary, the parties hereby consent and submit to the jurisdiction of said courts or arbitrators. This Contract is made subject to and shall be governed and construed in accordance with the laws of the State of Alaska and the authority granted to the individual parties hereunder. The prevailing party in any arbitration or litigation concerning this Contract or any Work hereunder shall be entitled to costs and a reasonable attorney's fee in addition to any damages or relief granted.

SECTION 20 ARBITRATION AND DISPUTES

CVEA, at its sole discretion, shall have the right to require Contractor to arbitrate any and all claims, disputes and other matters in question between CVEA and the Contractor arising out of or relating to this Contract or the breach thereof. Contractor agrees that, upon the written demand of CVEA based on a contention of a duty of Contractor to indemnify CVEA or a claim for contribution, it will become a party to any arbitration proceeding involving CVEA, and any third party. All arbitration under this provision shall be conducted pursuant to the rules of the American Arbitration Association then in effect.

Notwithstanding the fact that a dispute may exist between CVEA and Contractor regarding any matter relating to the performance of the Work, Contractor shall nevertheless proceed, when so directed by CVEA, with the Work in accordance with existing specifications and established schedules.

SECTION 21 PUBLIC ANNOUNCEMENT

The Contractor is to make no announcement or release of information concerning the Work or this Contract until such release has been submitted to and approved in writing by CVEA.

SECTION 22 NATURE OF AGREEMENT

The Contractor and CVEA understand and agree that this Contract is not a commitment to provide Work, but an agreement on the terms, which will govern if CVEA provides Work to the Contractor.

SECTION 23 HEADINGS

The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of the Contract between the parties hereto, nor should they be used to aid in any manner in the construction or interpretation of this Contract.

SECTION 24 SEVERABILITY

If any provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall be unaffected by such adjudication, and the remaining provisions of the Contract shall remain in full force and effect as if such provision so adjudicated to be invalid had not been included herein.

SECTION 25 CONTRACT DOCUMENTS

This Contract Document may consist of the following:

- *Contract
- *Bid Sheets
- *Purchase Orders
- *Certificate of Insurance

SECTION 26 NO THIRD-PARTY BENEFICIARY

This Contract and all rights hereunder are intended for the sole benefit of the parties hereto, and subject only to an assignment permitted by Section 17, if any, and shall not imply or create any rights on the part of, or obligations to, any other entity not a party to this Contract. No provision of the Contract Documents is intended nor shall be construed to be for the benefit of any third party.

SECTION 27 SUCCESSORS IN INTEREST

Each and every clause and provisions herein contained shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the parties hereto and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

SECTION 28 ENTIRE AGREEMENT

The terms of this Contract and any provisions adopted by reference or otherwise incorporated into this Contract set forth the full intent of the parties regarding the matters covered by this Contract. Neither party is relying on or may rely on any written or oral collateral, prior, or contemporaneous agreements, assurances, representations, or warranties not set forth in this Contract. No modifications of this Contract shall be implied in law or equity, nor may any part hereof be amended, supplemented, waived, or modified without an instrument in writing signed by both parties. CVEA may terminate the Contract without prior Contractor approval; termination must be in writing.

FOR: COPPER VALLEY ELECTRIC ASSOCIATION, INC.

By: _____
Jaime Matthews

Date: _____

Title: Chief Executive Officer

FOR: CONTRACTOR

By: _____

Date: _____

Title: _____

APPENDIX
RFP
Proposal Letter
Bid Sheets
Certificate of Insurance
Purchase Order

DRAFT