

**PROFESSIONAL SERVICES CONTRACT
GENERAL SERVICES
BETWEEN
COPPER VALLEY ELECTRIC ASSOCIATION, INC.
AND**

Contract Number _____

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PROFESSIONAL SERVICES CONTRACT
BETWEEN
COPPER VALLEY ELECTRIC ASSOCIATION, INC.
AND

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

SECTION 1 SCOPE OF SERVICES

The Consultant shall provide professional services on a Task Order basis for the "Work" identified in this General Services Agreement to include the following:

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As CVEA determines a need for any of the above professional services, it will prepare and issue a Request for Estimate to the Consultant. The Consultant shall provide a Work Estimate (labor hours, materials and related expenses) and a Performance Schedule. If the Estimate is acceptable to CVEA, CVEA will prepare and issue a Purchase Order authorizing Consultant in accordance with the specifics of the Task Order and the terms and conditions of this Contract. Task Orders approved by their corresponding CVEA purchase order become a part of this Contract (Appendix A) upon issuance and are a Notice to Proceed to the Consultant.

No Task Order shall be considered complete, the Work accepted, nor final payment authorized unless and until all required documentation has been provided to CVEA.

SECTION 2 COMPENSATION

CVEA shall pay the Consultant in accordance with the cost provisions of the individual Task Orders and at the Consultant's rate specified in Appendix C, unless otherwise stipulated by CVEA in writing.

The execution of this Contract does not obligate CVEA to provide Work or pay the Consultant except as provided by Task Orders issued hereunder.

CVEA must authorize travel in advance. CVEA shall reimburse Consultant's transportation, lodging, meals, and related travel expenses at Consultant's cost. CVEA will pay for coach airfare only. Consultant shall make travel arrangements as soon as possible after receiving authorization from CVEA to obtain the lowest available airfare, and shall plan all travel in order to obtain the lowest fares and lodging costs when possible. All other expenses must be pre-approved by CVEA and shall be invoiced at the cost to the Consultant. Services and materials purchased by the Consultant for Task Orders issued under this Contract shall be invoiced at Consultant's cost.

SECTION 3. TERMS OF PAYMENT

Consultant may invoice services and expenses on a monthly basis or upon Task Order completion. All invoices shall specify, by Task Order, the time and costs for the invoice period, the totals previously invoiced, and the unexpended balance of the Task Order. Invoices shall list the Contract number and Task Order number and include the support documentation for expenses incurred.

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 Consultant's invoices, CVEA shall pay the undisputed portion of the statement and advise the Consultant in writing of the disputed portion.

SECTION 4. TIME FOR PERFORMANCE

The term of this Contract is _____, 20XX, through _____, 20XX. CVEA reserves the option to extend this Contract, subject to an agreement on rates.

SECTION 5. INDEPENDENT CONTRACTOR, AGENCY, SUBCONTRACTOR

The Consultant 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 Consultant the agent of CVEA nor CVEA the agent of Consultant.

The Consultant 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 Consultant shall administer its subcontracts. No approval of a subcontractor shall relieve the Consultant from any of its obligations or liabilities under this Contract.

SECTION 6 CVEA'S SATISFACTION

Work performed by the Consultant 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

Consultant 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 including Task Orders. Consultant, at its own expense, shall promptly re-perform any Work, which fails to conform to aforesaid warranties in any respect. If Consultant is delayed in starting or completing the Work or is unable to perform the Work because of any actions of CVEA, Consultant 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, Consultant will notify CVEA, and the parties will jointly determine if any modifications to this Contract are required.

SECTION 8 USE OF THE CONSULTANT'S WORK

All reports, recommendations, and any information furnished by the Consultant 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 Consultant'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 Consultant for this Contract are the property of CVEA and shall be treated as confidential by the Consultant and the consultant shall not disclose such information or data to others except upon express written approval by CVEA. Without the prior written approval of CVEA, the Consultant 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 Consultant for the contracted effort, supplies and/or materials. Upon CVEA's request, the Consultant will return all such documentation to CVEA and shall safeguard against disclosure to others all Work papers and other documents and materials in the Consultant'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 Consultant to perform extra Work and the Consultant shall implement such changes and perform such extra Work when documented as a Task Order or amendment. Should any such change increase or decrease, or affect the amount or character of services required in this Contract or its Task Orders, the price shall be adjusted accordingly. The amount of increase or decrease, if any, in the price shall be determined by agreement between the Consultant and CVEA; however, Work initiation shall not proceed until the agreement is documented as noted above.

Any revisions and amendments to this Contract may be effected 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 Consultant, and if accepted by the Consultant, shall be signed and returned to CVEA promptly. In the absence of such an addendum, the Consultant 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 Consultant for loss of anticipated profits, but if the Consultant, 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 Consultant as shall be fair and reasonable. Acceptance by the Consultant of the final payment under this Contract or one of the Task Orders shall constitute a waiver of all claims against CVEA.

Amendments to this Contract or its Task Orders 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 and its Task Orders for any reason including its sole and absolute discretion, in whole or in part, upon a 30 day written notice and payment to the Consultant for services rendered up to the time of termination. Upon such notice of termination, the Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant specified in this Contract shall constitute the exclusive remedies of the Consultant 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 Consultant 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 Consultant for those portions of the contract effort performed by the Consultant not specifically suspended and/or canceled and for such effort as may be necessary to comply with a suspension directive. If CVEA requests the Consultant 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 Consultant's normal working hours, the Consultant'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 Consultant'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 Consultant 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 Consultant will, at its sole expense, secure and maintain and will file with CVEA proper and acceptable evidence of the following described insurance:

- A. Worker's Compensation and Insurance including Occupational Disease as required under the statutory requirements for the State of Alaska and Employers Liability Insurance shall provide the following minimum limits:
 - (I) Bodily Injury by Accident- \$500,000 each accident.
 - (II) Injury by Disease- \$500,000 each employee.
 - (III) Bodily Injury by Disease- \$500,000 policy limit.

- B. Commercial General Liability Insurance for public liability and broad form property damage shall provide the following minimum limits:
 - (I) Bodily Injury by accident or death - \$1,000,000 for one person
 - (II) Property damage -\$1,000,000 each accident
 - (III) Aggregate limit for accidents -\$2,000,000

- C. Commercial Automobile Liability Insurance on all self-propelled vehicles used in conjunction with the agreement whether owned, non-owned, or hired:
 - (IV) Bodily Injury by accident or death - \$1,000,000 for one person
 - (I) Property damage -\$1,000,000 each accident
 - (V) Aggregate limit for accidents -\$2,000,000

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

SECTION 16 INDEMNIFICATION, DEFENSE & HOLD HARMLESS

Except as otherwise provided in AS 45.45.900, the Consultant 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 Consultant 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.

SECTION 17 ASSIGNMENTS

Except insofar as this Contract specifically permits assignments, any assignments by the Consultant 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 Consultant 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 personally or sent by certified mail, return receipt requested, with postage prepaid, or by overnight carrier, telegram, or confirmed telex or facsimile addressed as follows:

If to CVEA:

When Mailed: Copper Valley Electric Association, Inc.
Attn: Robert A. Wilkinson, CEO
P.O. Box 45
Glennallen, Alaska 99588

If Personally Delivered: Copper Valley Electric Association, Inc.
Attn: Robert A. Wilkinson
Mile 187 Glenn Highway
Glennallen, Alaska 99588

If to Consultant

When Mailed:

Any notice sent by mail in the manner set forth above shall be deemed given and received 48 hours after the date deposited in the United States mail. Any notice or communication given by personal delivery or sent by overnight carrier, telegram, telex, or facsimile in the manner set forth above shall be deemed given upon receipt. 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

Venue for any arbitration or litigation under this Contract, including any Task Order issued hereunder, shall be Anchorage, 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 thereunder. 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 Consultant to arbitrate any and all claims, disputes and other matters in question between CVEA and the Consultant arising out of or relating to this Contract or the breach thereof. Consultant agrees that, upon the written demand of CVEA based on a contention of a duty of Consultant 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 Consultant regarding any matter relating to the performance of the Work, Consultant shall nevertheless proceed, when so directed by CVEA, with the Work in accordance with existing specifications and established schedules.

SECTION 21 PUBLIC ANNOUNCEMENT

The Consultant 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 Consultant 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 Consultant.

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 consists of the following:

- *Contract;
- *Task Order(s); and
- *Purchase Orders

In case of conflict, the Contract takes precedence.

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 Consultant approval; termination must be in writing.

FOR: COPPER VALLEY ELECTRIC ASSOCIATION, INC.

BY: _____
Robert A. Wilkinson
ITS: Chief Executive Officer

DATE: _____

FOR: _____

BY: _____

DATE: _____

ITS: _____

APPENDIX A
TASK ORDER(S)

APPENDIX B
WORKERS' COMPENSATION WAIVER

*(IF APPLICABLE)

WORKERS' COMPENSATION WAIVER

_____, serving as a Consultant under the terms and conditions of this contract, states that he/she is a sole proprietor and as such, is not required by law to and does not carry Workers' Compensation Insurance.

Accordingly, the Consultant waives any claim for, entitlement to, and benefits from Workers' Compensation coverage and releases CVEA from any and all liability for requiring such coverage or providing same.

Consultant specifically accepts the provisions of Contract Section 16, Indemnification.

BY: _____
Name, Title

DATE: _____

APPENDIX C
CONSULTANT'S RATE SCHEDULE

APPENDIX D
SAMPLE ACORD FORM