

CHUGACH ELECTRIC ASSOCIATION, INC.
Anchorage, Alaska

OPERATIONS COMMITTEE MEETING
AGENDA ITEM SUMMARY

October 8, 2008

ACTION REQUIRED

AGENDA ITEM NO. XII.

Information Only
 Motion
 Resolution
 Executive Session
 Other

TOPIC

Professional Services Contract and Task Order for Louanne Cutler with the law firm Kirkpatrick & Lockhart, Preston, Gates, Ellis, LLP

DISCUSSION

The Firm shall serve as legal counsel to Chugach, reporting directly to the Chugach Board of Directors' on a task order basis (the "Work"). Legal services will include, but are not limited to:

- Provide legal advice including recommendations pertaining to "Open Meetings" laws as they apply to Chugach, including A.S. 10.25.175 of the Alaska Electric and Telephone Cooperative Act (the "open meetings" provisions of the AECTA) as well as other "open meetings" statutes and ordinances.
- Will lead the discussion at the November Board Workshop regarding Open Meeting Act.

The task order shall not exceed \$10,000 and will remain open until December 31, 2008.

As Chugach determines a need for any additional professional services, it will prepare a Request for Estimate to the Firm. The Firm shall provide a Work Estimate (labor hours) and a Performance Schedule.

MOTION

Move that the Board of Directors' review and approve the contract and task order with Louanne Cutler with Kirkpatrick & Lockhart, Preston, Gates, Ellis, LLP. The Board Chair shall oversee the assignments and execution of legal tasks performed by counsel.

PROFESSIONAL SERVICES CONTRACT
BETWEEN
CHUGACH ELECTRIC ASSOCIATION, INC.
AND
KIRKPATRICK & LOCKHART PRESTON GATES ELLIS, LLP
FOR
LEGAL SERVICES

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**PROFESSIONAL SERVICES CONTRACT
BETWEEN
CHUGACH ELECTRIC ASSOCIATION, INC.
AND
KIRKPATRICK & LOCKHART PRESTON GATES ELLIS, LLP**

In consideration of the mutual promises herein contained, Chugach Electric Association, Inc. (Chugach), and Kirkpatrick & Lockhart Preston Gates Ellis, LLP (Consultant), hereby agrees as follows:

SECTION 1. SCOPE OF SERVICES

The Consultant shall provide professional services on a Task Order basis, for legal services (the “Work”). Services will include investigation, review, advice and recommendations on open meetings act issues – **ADD ANY ADDITIONAL SERVICES TO BE USED.**

As Chugach 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) and a Performance Schedule. If the Estimate is acceptable to Chugach, Chugach will prepare and issue a Task Order authorizing Consultant performance in accordance with the specifics of the Task Order and the terms and conditions of this Contract. Task Orders 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 Chugach.

SECTION 2. COMPENSATION

Chugach 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 Chugach in writing.

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

Chugach must authorize travel in advance. Chugach shall reimburse Consultant’s transportation, lodging, meals and related travel expenses at Consultant’s cost. Chugach will pay for coach airfare only. Consultant shall make travel arrangements as soon as possible after receiving authorization from Chugach 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 Chugach 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.

Chugach shall make payment for said invoiced amounts within thirty (30) days after receipt of invoice by Chugach. Should Chugach dispute any portion of the Consultant's invoices, Chugach 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 October 1, 2008 through December 31, 2008. Chugach 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 Chugach.

Nothing in this Contract shall be interpreted to make Consultant the agent of Chugach, nor Chugach the agent of Consultant.

The Consultant shall enter into no subcontract without prior written consent of Chugach. 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. CHUGACH'S SATISFACTION

Work performed by the Consultant under this Contract shall be to the satisfaction of Chugach. In all areas, Chugach 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 Chugach 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 Chugach, 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 Chugach, 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 Chugach and may be used by Chugach, as Chugach deems appropriate. Chugach reserves the right to have third parties review the Consultant's Work.

SECTION 9. PROPRIETARY AND CONFIDENTIAL DATA AND INFORMATION; OWNERSHIP OF WORK PRODUCT

All information and data, regardless of form, that is received from Chugach and/or prepared by the Consultant for this Contract are the property of Chugach 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 OF CHUGACH. Without the prior written approval of Chugach, 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.

Directly or indirectly in connection with this Contract, Consultant may develop, receive, or otherwise learn of certain trade secrets, technical or other information, processes, apparatus, technology, or formulae relating to the business of Chugach ("Confidential Information"). Consultant shall not disclose to any person or entity, or itself use, any Confidential Information except as necessary to perform the Work or as otherwise agreed to, in a writing signed by Chugach prior to such disclosure. In addition, Consultant shall not disclose to any person or entity any records, evaluations, reports, data, drawings, drafts, calculations, test results and other documents developed pursuant to this Contract.

All reports, data, field notes, drafts, calculations, estimates, maps, drawings, and other written documents prepared or developed by Consultant in performance of its obligations hereunder ("Work Product"), and all copies thereof, shall be the property of Chugach and shall be turned over to Chugach at Chugach's request. All such Work Product must be prominently labeled by Consultant as confidential. All documents, sketches, specifications, drawings, plans, and other information pertaining to the business of Chugach or to the Work, and all copies thereof, provided to Consultant for its information and use hereunder are the property of Chugach, are not to be used on other work or projects of Consultant.

Upon Chugach's request, but no later than Work completion, the Consultant will return all such documentation to Chugach 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 Chugach.

Consultant shall require all persons and entities involved in the performance of any aspect of the Work, including its employees, agents and any subcontractors it employs, to be bound by a nondisclosure agreement encompassing the requirements of this Section.

SECTION 10. REVISIONS TO THIS CONTRACT

Chugach shall have the right to make any changes in or delete services from the Work described in this Contract and any Task 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 Chugach; 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 Chugach 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 Chugach to make any changes, which Chugach 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 Chugach'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 Chugach.

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 Chugach 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 Task Order issued hereunder is terminated by Chugach, 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 Chugach be liable to the Consultant for any anticipated profits on any portion of the Work terminated by Chugach, 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 Chugach.

SECTION 12. SUSPENSION

Chugach 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 Chugach. If only a portion of the Work is suspended, Chugach 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 Chugach 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

Chugach, or an independent certified public accountant designated by Chugach, 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 Chugach.

SECTION 14. CHUGACH'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

A. During the term of this Contract and any Work awarded to the Consultant hereunder, the Consultant will at its sole expense secure, maintain and file with Chugach proper and acceptable evidence of the following described insurance:

1. Workers' Compensation Insurance and Employer's Liability Insurance in compliance with the laws of all applicable states including USL&H and the Jones Act (if applicable to the Work) and any other coverage that may apply where the Work is performed covering all employees engaged in the performance of the Work specified in this Contract and any Work hereunder, with the following limits:

Employer's Liability

- a. Bodily Injury By Accident - \$500,000 each accident
- b. Bodily Injury by Disease - \$500,000 each employee
- c. Bodily Injury by Disease - \$500,000 Policy Limit

In lieu of Workers' Compensation coverage, the Consultant shall sign the waiver form appended hereto as Appendix B. *(IF APPLICABLE)

2. Commercial General Liability Insurance including blanket Contractual, Property Damage and Independent Contractors Personal Injury, and Products-Completed Operations Liability Insurance with coverage at least as broad as Insurance Services Office form number CG 0001 (Edition 10 01) and minimum limits as follows:
 - a. Each Occurrence Limit - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability.
 - b. Personal and Advertising Injury Limit - \$1,000,000.
 - c. Products-Completed Operations Aggregate Limit - \$2,000,000.
 - d. General Aggregate Limit (Other than Products-Completed Operations) - \$2,000,000. This policy shall be endorsed to have the General Aggregate limits apply on a "per project basis."
3. Automobile Liability Insurance covering owned, non-owned and hired vehicles with limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability resulting from any one accident. Coverage shall be written on standard ISO form CA 00 01 (Edition 10 01) or other form providing equivalent coverage.
4. Consultant shall carry Professional Liability Insurance with a limit of not less than \$1,000,000 to cover any act, error or omission committed or alleged to have been

- committed by the Consultant arising out of the performance of professional services by Consultant.
- B. Prior to Work being performed the Consultant shall furnish original certificates of insurance on an ACORD form, including Addendum (sample attached as Appendix D) evidencing compliance with the requirements of this Section 15 (with the exception of Paragraph 4). Certificates or other Proof of Insurance for Paragraph 4 shall be provided by the Consultant prior to inception of the Work and will comply with all other requirements of Section 15.
 - C. All insurance required under this Contract shall be issued by insurance companies authorized to do business in the State of Alaska and rated A-/VII or better in the most recent edition of Best's Insurance Reports.
 - D. The minimum policy limits required in this Section 15 are in addition to defense costs for all applicable policies.
 - E. The Consultant's obligation to procure and maintain the insurance required in Section 15.A, subparagraphs 1-4 and Section 15.B and C above is not in derogation of, nor in substitution for Consultant's obligation to protect, defend, indemnify and save Chugach harmless under those provisions or under Section 16, it being understood that Consultant's obligations to protect, defend, indemnify and save Chugach harmless are not dependent upon nor limited to the amount or availability of insurance proceeds.
 - F. Chugach shall be listed as additional insured on the Consultant's policies for all liability insurance required under the terms of this Contract (including Completed Operations) except Workers' Compensation Insurance.
 - G. Each policy of insurance shall provide that a minimum of thirty (30) days prior written notice shall be given to Chugach in the event of cancellation and/or amendments to the policy/policies, which adversely change the coverage, scope or, amount of the policy/policies and/or coverage provided thereunder.
 - H. The "other insurance" clause of the policy/policies evidenced by the Certificates shall be interpreted to make it/them primary to any insurance policy/policies maintained by Chugach which might otherwise be applicable.
 - I. All insurance policies shall be endorsed or shall include a statement that waives any right of recovery of the insurer against Chugach because of payment made by insurer arising out of Work under this Contract.
 - J. Consultant waives all rights of recovery from Chugach for any claims, losses or expenses paid or incurred under Consultant's insurance required by this Contract, and any premiums paid or incurred by the Consultant to comply with this Contract's insurance requirements.

- K. All liability policies including excess/umbrella liability policies shall provide a severability of interest (cross liability) clause covering claims made by one insured against another.
- L. Chugach reserves the right to require the Consultant to provide additional insurance in amounts and/or coverages in addition to those required in Section 15, subparagraphs A-K above on a project-by-project basis. These requirements will be identified in the Task Orders issued under this Contract.

SECTION 16. INDEMNIFICATION, DEFENSE & HOLD HARMLESS

Except as otherwise provided in AS 45.45.900, the Consultant shall indemnify, save harmless and defend Chugach, 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 Consultant, and/or any of its subcontractors and/or anyone, including but not limited to Chugach, 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 Chugach shall be void, and any attempt by the Consultant to assign any part of its interest or delegate duties under this Contract shall give Chugach 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:

<u>If to Chugach:</u>	Chugach Electric Association, Inc.
<u>When Mailed:</u>	P.O. Box 196300
	Anchorage, Alaska 99519-6300
	Attn: Daniel Knecht, Manager, Administrative Services

<u>When Personally</u>	
<u>Delivered:</u>	Chugach Electric Association, Inc.
	5601 Electron Drive

Anchorage, Alaska 99518
Attn: Daniel Knecht, Manager, Administrative Services

If to Consultant

When Mailed:

Kirkpatrick & Lockhart Preston Gates Ellis, LLP
420 L Street, Suite 400
Anchorage, Alaska 99501
Attn: Louanne Cutler, **TITLE**

Any notice sent by mail in the manner set forth above shall be deemed given and received 72 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

Chugach, at its sole discretion, shall have the right to require Consultant to arbitrate any and all claims, disputes and other matters in question between Chugach and the Consultant arising out of or relating to this Contract or the breach thereof. Consultant agrees that, upon the written demand of Chugach based on a contention of a duty of Consultant to indemnify Chugach or a claim for contribution, it will become a party to any arbitration proceeding involving Chugach, 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 Chugach and Consultant regarding any matter relating to the performance of the Work, Consultant shall nevertheless proceed, when so directed by Chugach, 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 Chugach.

SECTION 22. NATURE OF AGREEMENT

The Consultant and Chugach understand and agree that this Contract is not a commitment to provide Work, but an agreement on the terms, which will govern if Chugach 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:

- Contract
- Task Order(s)

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. Chugach may terminate the Contract without prior Consultant approval; termination must be in writing.

FOR: CHUGACH ELECTRIC ASSOCIATION, INC.

BY: _____ DATE: _____
Rebecca Logan
ITS: Chairman, Board of Directors

FOR: KIRKPATRICK & LOCKHART PRESTON GATES ELLIS, LLP

BY: _____ DATE: _____
??
ITS: Title

APPENDIX A
TASK ORDER(S)

APPENDIX B

WORKERS' COMPENSATION WAIVER

***(IF APPLICABLE)**

WORKERS' COMPENSATION WAIVER

Louanne Cutler, serving as a Consultant under the terms and conditions of Contract No. 50384, 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 Chugach from any and all liability for requiring such coverage or providing same.

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

BY: _____
Louanne Cutler, Attorney

DATE: _____

APPENDIX C
CONSULTANT'S RATE SCHEDULE

APPENDIX D

SAMPLE ACORD FORM AND ADDENDUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	FAX	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED		NAIC #
		INSURER A:
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD NSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT PER: _____ <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT	Policy Number	00/00/00	00/00/00	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ MEDICAL EXPENSES (Any one person) \$ PERSONAL & ADVERTISING INJURY \$ 1,000,000 GENERAL AGGREGATE LIMIT \$ 2,000,000 PRODUCTS - COMPLETED OPERATIONS AGGREGATE \$ 2,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number	00/00/00	00/00/00	COMBINED SINGLE ACCIDENT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	00/00/00	00/00/00	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
		WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy Number	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EACH EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Refer to attached Addendum for specific coverage requirements.

CERTIFICATE HOLDER	CANCELLATION
Chugach Electric Association, Inc. (Chugach) P.O. Box 196300 Anchorage, AK 99519-6300 Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

ADDENDUM TO ATTACHED ACORD CERTIFICATE OF LIABILITY INSURANCE (ACORD CERTIFICATE)

PURPOSE OF ADDENDUM

The purpose of this Addendum is to obtain assurance from the Contractor's insurance broker that the Contractor's insurance policies described in the ACORD certificate contain the policy language or endorsement(s) necessary to bring the insurance policies in compliance with Chugach's contractual insurance requirements. For each of the special requirements listed below, the broker must confirm that the policies are in compliance and provide comments explaining any variance from the requirements. **Do not attach policy forms or endorsements. Chugach will rely on the broker's compliance confirmation.**

CGL AND AL POLICY FORMS

The basic policy forms for commercial general liability and automobile liability are at least as broad in scope as the following Insurance Services Office (ISO) forms: CG 00 01 and CA 00 01.

Yes Comments _____

EXCESS/UMBRELLA LIABILITY POLICY

The excess/umbrella liability policy is at least as broad as all primary liability coverages, including employer's liability.

Yes Comments _____

If the excess/umbrella liability policy is written on a "claims-first-made" basis, such policy must be at least as broad as the standard Excess Liability Insurance Policy issued by AEGIS, endorsed to provide a three-year extended reporting/discovery period.

Yes Comments _____

OTHER LIABILITY INSURANCE COVERAGES

As required by the contract between Contractor and Chugach, the broker confirms that the following additional insurance coverages are in force as shown on the attached ACORD certificate:

CANCELLATION OR MATERIAL CHANGE

Should any of the policies described in the attached ACORD certificate be cancelled or materially changed to adversely affect the certificate holder, the issuing insurer shall mail at least 30 days prior written notice to the certificate holder.

Yes Comments _____

ADDITIONAL INSURED

The general liability insurance policy evidenced by the attached ACORD certificate contains additional insured endorsement(s) or statement(s) at least as broad in scope as standard ISO form CG 20 37 (for products-completed operations exposure) and CG 20 33 (for exposure other than products-completed operations).

Yes Comments _____

The automobile liability policy evidenced by the attached ACORD certificate includes an endorsement designating Chugach as an insured, using ISO endorsement CA 20 48 or its equivalent. (If ISO auto liability policy form CA 00 01 is used, an additional insured endorsement is not required.)

Yes Comments _____

PRIMARY AND NON-CONTRIBUTORY

All insurance coverage evidenced by the attached ACORD certificate form is primary to and not in excess of or contributing with any other insurance available to Chugach.

Yes Comments _____

WAIVER OF SUBROGATION

All insurance policies evidenced by the attached ACORD certificate include a statement or endorsement that waives any right of recovery of the insurer against Chugach because of payments made by insurer arising out of work under the contract between Chugach and the Contractor. Use standard ISO form CG 24 04 or its equivalent.

Yes Comments _____

BROKER'S CONFIRMATION

The undersigned officer and authorized representative of the brokerage firm hereby attests to the truthfulness and accuracy of the above statements and the information contained in the attached ACORD certificate, all of which Chugach relies upon in determining whether Contractor is in compliance with insurance requirements contained in the current contract between Chugach and the Contractor.

NAME OF BROKERAGE FIRM: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____ DATE SIGNED: _____

TITLE: _____ ALASKA LICENSE NUMBER: _____