



## **Request for Quote – Healy Unit 2 ID Fan VFD Enclosure**

### **Bid Package: 2021-020**

#### **I. Overview**

Golden Valley Electric Association (GVEA) is soliciting quotes to create an enclosure for Variable Frequency Drive (VFD) to achieve proper climate control allowing for operational specifications for the VFD to be met.

Please submit an electronic copy of your Quote to the contact person listed below no later than 2:00 PM on March 5, 2021. Any proposal received after the time specified may be disqualified with notification via email.

A pre-bid question and answer session will be held on February 19, 2021 at 11:00 am via Microsoft Teams. If you would like to participate in this session, please contact the Purchasing office via e-mail as listed below for an invitation to the session.

All quotes submitted shall become the property of GVEA.

All responses to the RFQ shall be submitted to:

Finance & Purchasing  
Attn: Ehren Schachle  
Administrative Operations Manager  
758 Illinois St.  
Fairbanks, AK 99701  
[EPSchachle@gvea.com](mailto:EPSchachle@gvea.com)

Contact Information:  
Purchasing: Ehren Schachle  
Administrative Operations Manager  
(907) 458-5722 Office  
[EPSchachle@gvea.com](mailto:EPSchachle@gvea.com)

Questions may be submitted via email to [EPSchachle@gvea.com](mailto:EPSchachle@gvea.com), until 2:00 pm on February 26, 2021. All questions will be answered by 3:00 pm on March 1, 2021. No further questions will be responded to after this date and time.

## **II. Background and Purpose**

The Siemens ROBICON Perfect Harmony Medium-Voltage Converter for the Unit 2 ID fan was installed adjacent to the baghouse in 2016. This area has significant ash in the air, which can be hazardous to the VFD operation. Since the boiler cannot run without the ID fan, any failure of the VFD will cause a Unit 2 shut down. These conditions have caused unplanned shutdowns in the past. Siemens has recommended enclosing the VFD equipment for protection purposes.

The purpose of this project is to enclose this VFD and install HVAC equipment. This action will achieve proper climate control allowing for operational specifications for the VFD to be met. A suitable enclosure will ensure the reliability of the VFD and maintain recommended climatic, mechanical, and other ambient conditions.

## **III. Specifications and Requirements**

The scope of this project covers the design, materials, installation, and commissioning of an enclosure with an HVAC system for the Unit 2 ID Fan VFD.

1. Design of the enclosure must take into consideration:
  - a. The equipment and conditions surrounding the VFD
  - b. The 40" clearance required by NFPA to the front and rear of the VFD
  - c. Any necessary attachment of HVAC equipment
  - d. Safety standards for medium-voltage VFDs
    - i. IEC 60721 and 61800 (according to manual section B.1)
  - e. Enclosure design will include a door
2. The selected Vendor shall provide CAD drawings for this enclosure following GVEA CAD Standards. GVEA CAD Standards will be provided.
3. The design of the HVAC system must take into consideration:
  - a. Ambient temperature conditions that exist in the Healy plant with operational ambient temperature limits of 41°F to 104°F
  - b. The cooling requirement per the manufacturer (294,000 BTU/HR at maximum load)
  - c. The design should include a control system that ensures proper air-cooling conditions
  - d. The HVAC design shall also take into consideration of item 1.d.i listed above
4. The selected Vendor shall provide simplified logic for the system in functional descriptions and diagrams
5. Material shall follow guidelines for medium-voltage VFD enclosures as outlined by the nameplate of the Siemens ROBICON Perfect Harmony Medium-Voltage Converter
  - a. The current cabinet uses IP42 and ANSI61 gray enamel
6. Installation shall occur during the first plant outage of Healy Unit 2. Work can start as early as March 29, 2021 and must be completed no later than April 16, 2021 of this year
7. Commissioning of the HVAC system
  - a. Startup and commissioning shall be accomplished onsite by the selected Vendor and training of the system shall be done such that GVEA Plant Personnel can operate controls as required
  - b. Startup and Commissioning shall be provided on a time and material basis
  - c. Test settings and procedures document results shall will be provided by the selected Vendor

## **IV. Response Requirements**

1. Vendors shall provide at a minimum (2) sets of drawings and manuals for all installed equipment as well as one (1) electronic copy of documents
2. The Vendor shall at a minimum provide:
  - a. An estimate detailing the cost of design
  - b. An estimate detailing the cost of installation (man-hours)
  - c. An estimate detailing the cost for hardware
  - d. An estimate detailing the cost for HVAC controls

3. Contractor to supply a Gantt chart or equivalent of project timeline with in the Healy 2 outage window of March 29<sup>th</sup> 2021 and April 16<sup>th</sup>, 2021
4. Contractor to supply a high-level work plan that details the project time line
5. Contractor to supply list of subcontractors, if any
6. Contractor to supply an edited version of the proposed Services Agreement in word format with their proposed changes in redline
7. CV's for Contractors Project Team to be assigned to this project
8. Contractor to supply three references and contact information that can speak from a firsthand experience to the Contractors ability to perform this type of work

## **V. Additional Information**

1. Contractor to provide the following items
  - a. All material needed to perform the project
  - b. All specialty tools needed to perform the work.
  - c. Shipment of all material and tools to the GVEA's Healy Power Station needed to perform the project.
  - d. Provide all required insurance and its associated costs.
  - e. All room and board for the Contractor's and subcontractor employees.
  - f. Travel Expenses for the Contractors and subcontractors' employees.
  - g. Daily transportation from Healy Power Station and Contractors lodging.
  - h. All Personal Protective Equipment needed for the project.
2. GVEA to provide
  - a. Lock Out/Tag Out Procedures
  - b. Fresh Drinking Water and Ice
  - c. Facilities (Bathroom, Break Area and Communication)
3. Attachment A – Technical Data (Storage, Transport and Operation Ambient Conditions)
4. Attachment B –VFD Drawings
5. Attachment C – VFD Placement
6. Attachment D - GVEA CAD Standards
7. Attachment E - GVEA Service Agreement
8. Attachment F - GVEA's Insurance Requirements

## **VI. Evaluation of Response**

1. The evaluation committee will evaluate all proposals received in accordance with the response criteria set forth in Section IV above. GVEA shall not be obligated to accept the lowest price proposal but will make an award in the best interests of GVEA after all factors have been evaluated.
2. Evaluation Scoring Table

Factors		Maximum Points Possible
1	Price	50
2	Work Plan and Key Personnel	30
3	References	20
4	RFQ Evaluation Total	100

## **VII. Terms and Conditions of the RFQ**

1. The Service Agreement and Purchase Order formed as a result of the acceptance of the quote shall be deemed to comprise the entire agreement between the parties thereto, and the bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner, engineer or by any other person, except as agreed to in writing and signed by authorized representatives of each party.
2. All bids become the property of GVEA. The costs of the creation of the quote and subsequent communication or interviews are the responsibility of the bidder. GVEA has the right to reject any bid. The decision to award contract is the right of GVEA.
3. This RFQ does not commit GVEA to award a contract, to defray any costs incurred in the preparation of a quote pursuant to this RFQ, or to procure or contract for work. No payment of any kind will be provided to the vendor responding to this RFQ, or parties they represent, for obtaining any of the information solicited.

## Technical Data

## B.1 Storage, Transport and Operation Ambient Conditions

Refer to the General Ambient Conditions table to view the various ambient conditions of the SINAMICS PERFECT HARMONY GH180 Air-Cooled Drives. Note that these conditions meet the IEC 60721 and 61800 applicable standards.

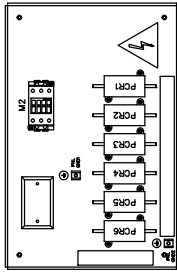
Table B-1 General Ambient Conditions

	Storage	Transport	Operating
<b>CLIMATIC AMBIENT CONDITIONS</b>			
Ambient temperature	+5 °C to +45 °C	–25 °C to +60 °C	+5 °C to +40 °C (40 °C to 50 °C with derate)
Relative air humidity	< 95 % (VFD must be completely dry before commissioning)	< 95 % (VFD must be completely dry before commissioning)	< 95 % (condensation not permitted)
Other climatic conditions in accordance with class	1K2, 1Z2 in accordance with IEC 60721-3-1	2K2 in accordance with IEC 60721 3-2	3K3 in accordance with IEC 60721-3-3
Degree of pollution	2 without conductive pollution in accordance with IEC 61800-5-1	2 without conductive pollution in accordance with IEC 61800-5-1	2 without conductive pollution in accordance with IEC 61800-5-1
<b>MECHANICAL AMBIENT CONDITIONS</b>			
<b>STATIONARY VIBRATION, SINUSOIDAL</b>			
Displacement	1.5 mm (2 to 9 Hz)	3.5 mm (2 to 9 Hz)	0.3 mm (2 to 13 Hz)
Acceleration	5 m/s <sup>2</sup> (9 to 200 Hz)	10 m/s <sup>2</sup> (9 to 200 Hz) 15 m/s <sup>2</sup> (200 to 500 Hz)	1 m/s <sup>2</sup> (9 to 200 Hz)
Other mechanical conditions in accordance with class	1M2 in accordance with IEC 60721-3-1	2M1 in accordance with IEC 60721-3-2	3M1 in accordance with IEC 60721-3-3
<b>OTHER AMBIENT CONDITIONS</b>			
Biological ambient conditions in accordance with class	1B1 in accordance with IEC 60721-3-1	2B1 in accordance with IEC 60721-3-2	3B1 in accordance with IEC 60721-3-3
Chemical active substances in accordance with class	1C1 in accordance with IEC 60721-3-1	2C1 in accordance with IEC 60721-3-2	3C1 in accordance with IEC 60721-3-3
Mechanical active substances in accordance with class	1S1 in accordance with IEC 60721-3-1	2S1 in accordance with IEC 60721-3-2	3S1 (standard) in accordance with IEC 60721-3-3  with addition of sand content of 0.01 mg/m <sup>3</sup>

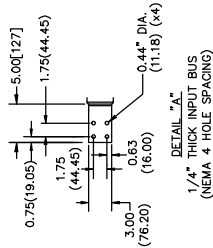
# Attachment B - VFD Drawings

Cover Page

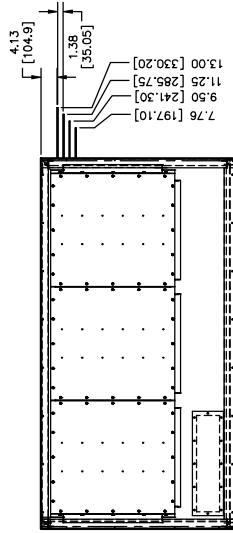




PRECHARGE  
PANEL DETAIL  
SCALE 3 : 1



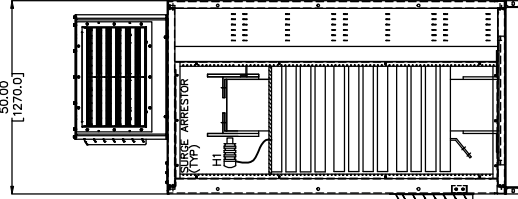
DETAIL "A"  
1/4" THICK INPUT BUS  
(NEMA 4 HOLE SPACING)



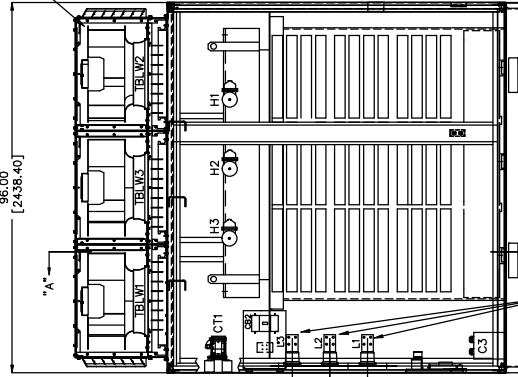
TOP VIEW

DEVICE LEGEND:

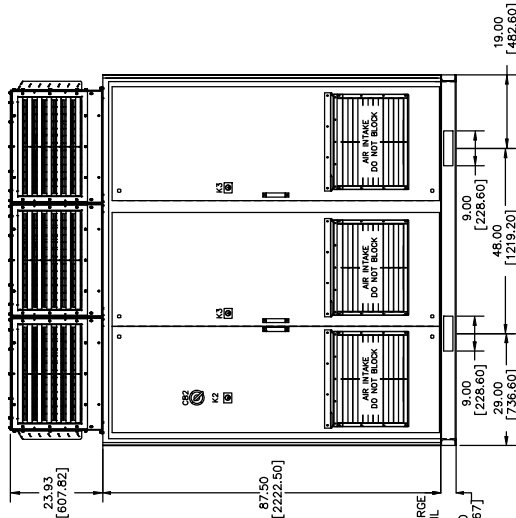
- L1,L2,L3 - INPUT CONNECTION TERMINALS
- CT1,CT2 - CURRENT TRANSFORMER, 500:5
- RA1,RA2 - RESISTOR INPUT ATTENUATOR A
- RB1,RB2 - RESISTOR INPUT ATTENUATOR B
- RC1,RC2 - RESISTOR INPUT ATTENUATOR C
- K2,K3,K4 - DOOR KEY INTERLOCK
- H1,H2,H3 - MV TERMINALS
- TBLW1,TBLW2,TBLW3 - TRANSFORMER BLOWERS
- CB2 - PRECHARGE CIRCUIT BREAKER
- PCRT,PCRB - PRECHARGE RESISTORS
- PCRT,PCRB - PRECHARGE CAPACITORS
- MZ - PRECHARGE CONTACTOR



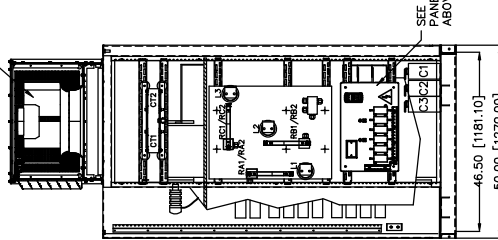
RIGHT SIDE VIEW



FRONT VIEW  
W/DOORS REMOVED



FRONT VIEW



SECTION "A - A"



WARNING  
HAZARD OF SHOCK  
ELECTRICITY  
DISCONNECT INCOMING  
POWER BEFORE OPENING  
SENSITIVE  
EQUIPMENT

Siemens Industry, Inc.  
Drive Technologies Division  
Large Drive Applications  
Customer: B&V GOLDEN VALLEY  
Sales Office: 500498753

DATE 1/16=1  
DRAWN XXXX  
REV 07/21/15  
DESIGNED BY: J. BOBER  
CHECKED BY: J. BOBER  
DATE 11/1/2008  
TOLERANCES: ALL ± .005  
UNLESS OTHERWISE SPECIFIED  
THIRD ANGLE  
PROJECTION

THE DRAWING AND ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF SIEMENS INDUSTRY, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE EXPRESS WRITTEN PERMISSION OF SIEMENS INDUSTRY, INC. THIS DRAWING IS THE PROPERTY OF SIEMENS INDUSTRY, INC. AND SHALL REMAIN THE PROPERTY OF SIEMENS INDUSTRY, INC. IF NOT RETURNED TO SIEMENS INDUSTRY, INC. WITHIN 30 DAYS OF THE DATE OF ISSUANCE.

REVISIONS

TEMPLATE: ASE35201291B\_REV\_AA

OUTLINE  
TRANSFORMER CABINET  
FORM NO. 4000KVA  
REV. 10/01

2 OF 6

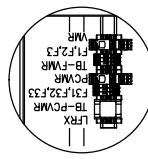




DEVICE LEGEND:

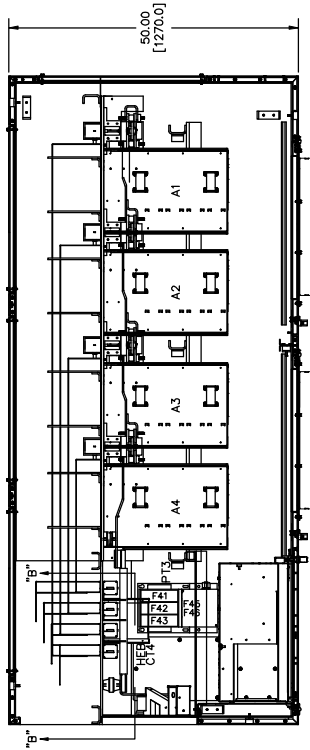
- HEB4EC - HALL EFFECT TRANSDUCCERS
- K3 - DOOR KEY INTERLOCK
- RA3,RA4 - RESISTOR OUTPUT ATTENUATOR A
- RB3,RB4 - RESISTOR OUTPUT ATTENUATOR B
- RC3,RC4 - RESISTOR OUTPUT ATTENUATOR C
- CB1,CB2 - DOOR CONTACTORS
- CB1W1,CB1W2,CB1W3 - CELL BLOWERS
- CT1,CT5 - OUTPUT CURRENT TRANSDUCCERS
- A1,A2,A3,A4 - POWER CELLS
- B1,B2,B3,B4 - POWER CELLS
- BPP2,C3 - BYPASS POWER SUPPLY
- BCC - BYPASS CONTROL BOARD
- BK1A1,BK1A2,BK1A3,BK1A4 - BYPASS CONTACTORS
- BK1B1,BK1B2,BK1B3,BK1B4 - BYPASS CONTACTORS
- PT1,PT2,PT3 - TERMINAL BLOCKS
- PT3 - OUTPUT PT
- RPT3A,RPT3B,RPT3C - RESISTOR ASSEMBLY

CELL INSTALLATION NOTE:  
RECOMMENDED TORQUE OF  
133 IN.-LBS FOR THE M8  
CAPTIVE BOLTS THAT SECURE  
THE INPUT/OUTPUT BUS TO  
SYSTEM BUS



DETAIL "B"  
SCALE: 2:1

AIR EXHAUST  
DO NOT BLOCK

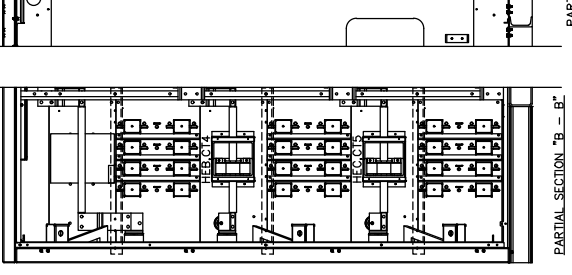
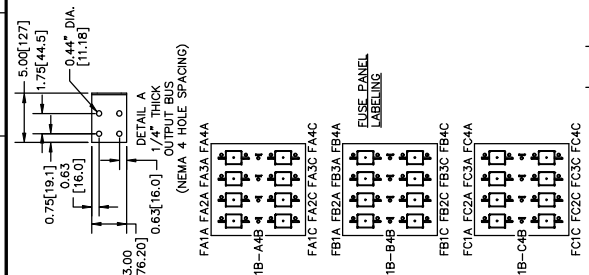


TOP VIEW  
(BLOWER AND TOP PANEL  
REMOVED FROM THIS VIEW ONLY)

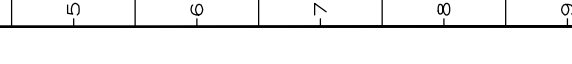
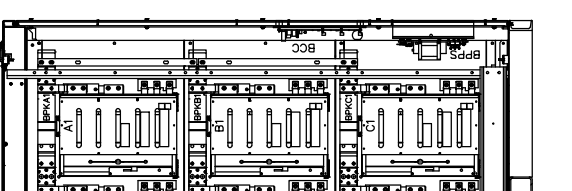
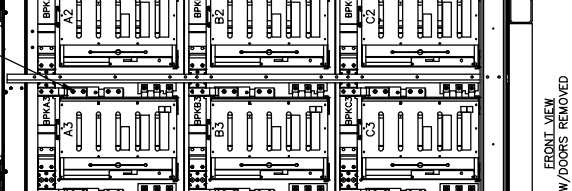
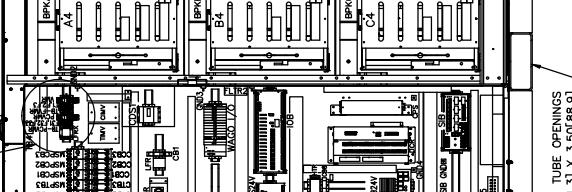
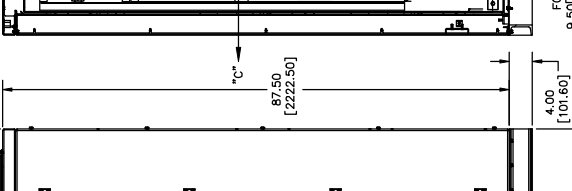
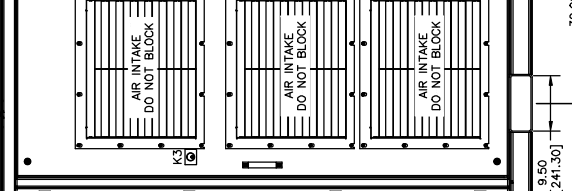
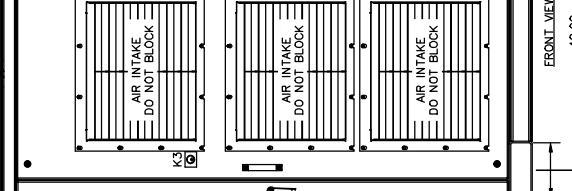
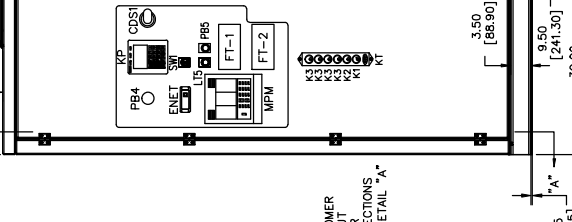


FRONT  
WIREWAY

TERMINAL BLOCK LAYOUT  
LEFT SIDE OF CABINET  
SECTION "C" - "C"



PARTIAL SECTION "A" - "A"



REVISIONS		SCALE: 1/8" = 1'-0"		DATE: 07/21/15		DRAWN BY: J. BOBER		CHECKED BY: J. BOBER		APPROVED BY: J. BOBER		PROJECT: 300498753		SHEET NO. 3 OF 6	
Siemens Industry, Inc. Drive Technologies Division Large Drive Applications														OUTLINE CELL/CONTROL CABINET	
Part No. A5E36290132A Rev. 1														Part No. A5E36290132A Rev. 1	
Customer: B&W GOLDEN VALLEY														Customer: B&W GOLDEN VALLEY	
Project: 300498753														Project: 300498753	
Title: 300498753														Title: 300498753	
Template: ASE35201291C-REV-AC														Template: ASE35201291C-REV-AC	

Attachment C

VFD Placement

Cover Page





SINAMICS

CELL CABINET

NO Storage!  
Slurry Zone!



## Attachment D

### GVEA CAD Standards

#### Cover Page



### **Deliverables:**

A complete CAD and PDF set of all drawings will be submitted to Golden Valley Electric Association, Inc. (GVEA). All CAD files will be submitted in .dwg format no newer than AutoCAD 2018 and must include all external references and plot settings used.

### **Drawing Numbers:**

"GVEA Power Plant Drawing Numbering" spreadsheet will be used to number all drawings.

- Contractor drawing numbers may be used in addition to GVEA drawing numbers. However, a spreadsheet containing all pertinent information such as: Contractor drawing number, GVEA drawing number, drawing title, etc. and will be provided to GVEA in submittal.

### **Blocks:**

GVEA provided blocks will be used in all drawings.

- Vendor equipment blocks will take priority over GVEA provided blocks.
- Additional blocks may also be used. However, an updated symbol legend will be required and will be provided to GVEA in submittal.

### **Measurement Units:**

All measurements will be Imperial.

### **Template:**

**GVEA 2019 TITLE BLOCK – POWER PLANT.dwt** will be used for all drawings. The template includes:

- Title Block (preloaded into paper space)
- Layers
- Line weights by layer
- Line types by layer
- Colors by layer
- Text Specifications
- Dimension Style
- Leader Style
- Additional Settings
  - Snap
  - Grid
  - Polar
- Print Settings

### **Title Block**

- The title block is preloaded in the paper space layout of the "GVEA 2019 TITLE BLOCK – POWER PLANT" template.
- If insertion of title block is required:
  - Insert in paper space - **NOT** model space
  - The lower left corner of title block inserts at 0,0 (X,Y)
- Contractor title block may be used in lieu of GVEA title block. However, a spreadsheet containing all pertinent information such as: Contractor drawing number, GVEA drawing number, drawing title, etc. and will be provided to GVEA in submittal.

**Layers**

- Use specified layers
  - Additional layers may be used. However, they must be clearly defined and an explanation of layers will be provided to GVEA in submittal.

**Line Weight**

- Line weight is determined by layer
  - All lines, dimensions, and leaders will have line weights set to "Default"
  - All lines will have Global Widths set to "0"

**Line Type**

- Line type is determined by layer
  - All lines will have line types set to "Default"

**Line/Layer Color**

- Line color is determined by layer
  - All lines will have line color set to "Default"

**Text Specifications:**

<u>Text Description</u>	<u>Text Style</u>	<u>Text Height</u>
Normal Text	= Arial	= .1
Title Text	= Arial	= .14
Subtitle Text	= Arial	= .12
Drawing Title	= Arial	= .2
Notes Text	= Arial	= .1
Dimension Text	= Arial	= .1
Leader Text	= Arial	= .1

**Text Justification**

- Left side of terminal block – Middle Right Justified
- Right side of terminal block – Middle Left Justified
- Equipment names, titles, etc... - Middle Center Justified
- Notes- Single-Line – Lower Left Justified
- Notes- Multi-Line – Upper Left Justified
- Leader – Always Left Justified

**Dimension Style**

- The preloaded "ARIAL" dimension style or similar will be used
  - Text rotation will only be 0° or 90°
- All dimensions will be **Imperial** measurements

**Leader Style**

- The preloaded "ARIAL" leader style or similar will be used
  - Always Left Justify
  - Attachment - Middle of Top Line
  - Arrow Closed filled, Size .1

**Additional Settings**

- Snap = 0.025" (or multiple of)
- Grid = 0.5 (or multiple of)
- Polar = ON

**Print Settings**

- All drawings will be set to "PDF-30x42\_BW"

**Plot Styles Used**

- Monochrome.ctb – Black & White
- Acad.ctb – All Layers will print color
  - Additional plot styles may be used if provided to GVEA in submittal.

# Attachment E

## GVEA Services Contract

This Agreement ("Agreement") is effective on the DATE ("Effective Date") between Golden Valley Electric Association, an Alaska Corporation ("GVEA") and CONTRACTOR("Company"). Together known as "the Parties". This Agreement is for the duration of the project starting on the Effective Date. WHEREAS, GVEA has a need to enclose a Siemens ROBICON Perfect Harmony Medium-Voltage Converter and install HVAC equipment (hereafter referred to as "Services") at its Healy Power Station Unit 2, and WHEREAS, CONTRACTOR is willing to supply such Services to GVEA on the terms and conditions as set forth below:

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants of the parties herein exchanged and other good and valuable consideration, the sufficiency and adequacy of which is acknowledged, it is hereby agreed as follows:

**1.0 - Services and Rates.** CONTRACTOR will perform the Services as specified in GVEA's RFQ #2021-020, and CONTRACTORS response dated March 5, 2021 (hereafter referred to as "Proposal"), both are hereby attached by reference due to volume of each document, and will proceed with such Services in a diligent professional manner. GVEA's Purchase Order will reflect the base project cost to be performed by CONTRACTOR.

**2.0 - Force Majeure** - The Parties will not be responsible for delays caused by factors beyond Party's control which could not readily have been foreseen by the Parties. The Parties shall not be liable for delay or default under this Agreement caused by acts of God, or other events beyond the control of such Party. Such acts or events shall include storms, floods, fires, epidemics, pandemics, war, riots, strikes, lockouts or other labor disputes, and acts of the federal, state, or local government, their agencies, or officials. Such events shall be deemed to have altered the Services contracted for under this Agreement and the Proposal, and the Parties shall meet and confer on an equitable cost adjustment. The Parties acknowledges that the COVID-19 pandemic and the restrictions presented by this pandemic will not be considered grounds to declare Force Majeure

**3.0 - Performance of Services.** Company shall perform the Services as an independent contractor, and shall have responsibility for, and control over, the details of and means for performance of the Services described in the Proposal. The Company is not an agent of GVEA when performing the Services unless agreed to by GVEA in writing and only to the extent expressly agreed to by GVEA.

Services shall be (A) free from defects; (B) performed in a competent, diligent manner in accordance with, and shall reflect, Prudent Industry Practice and accepted professional standards for experienced contractors providing similar services in the United States; and (C) in compliance with all applicable laws.

Company may subcontract work to Subcontractors (subject to the prior approval of each such Subcontractor by GVEA which shall not be unreasonably withheld). The initial list of Subcontractors contemplated as being used by Company in the performance of the Services is set forth in the Proposal and GVEA shall be deemed to have approved such Subcontractors. Company shall be fully liable for all acts and omissions of each Subcontractor to the same extent as though such act or omission had been performed by the Company.

GVEA shall have no contractual obligation to, and shall not be deemed to be in privity with, any Subcontractor; provided, however, that in the event this Agreement is terminated pursuant to the terms hereof, Company shall, at GVEA's request, take such actions and execute such documents as may be necessary or desirable to assign any or all of the

Services executed by Contractor and any other contract connected with the performance of the Services to which Company is a party and selected by GVEA to GVEA. Company shall ensure that each subcontract with a Subcontractor is assignable to GVEA without consent of the Subcontractor or any other Person upon termination of this Agreement.

**4.0 - Warranty.** Company shall supervise and direct the Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with the Agreement. Company shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures and safety and security programs and for coordinating all portions of the Services.

**5.0 - Reliance.** The Company is expected to verify all information or data furnished or to be furnished by GVEA. GVEA agrees to defend and indemnify the Company, its officers, agents and employees from any and all claims of any kind arising out of or relating to any claims caused by or contributed to by any gross errors, omissions, and negligence in the information provided by GVEA. GVEA is entitled to rely on all information or data furnished or to be furnished by the Company. The Company agrees to defend and indemnify GVEA, its officers, agents and employees from any and all claims of any kind arising out of or relating to any claims caused by or contributed to by any gross errors, omissions, and negligence in the information provided by Company. GVEA is responsible for reviewing and verifying the accuracy and completeness of all deliverables within 60 calendar days of delivery. Errors made by the Company that are identified by GVEA within the first 60 days following delivery will be corrected at no charge to GVEA. The Company requires GVEA acceptance of deliverables within 60 days of delivery and assumes GVEA acceptance after 60 days.

**6.0 - Ownership.** All materials resulting from the execution of this Agreement and the Proposal, including deliverables, reports, memos, technical documents, procedures, calculations, maps, photographs, drawing, databases and other electronic files, notes, samples, specimens and any other pertinent data, shall be owned by GVEA. The Company shall have the right to retain and use copies or duplicates of all materials and shall be required to treat such copies or duplicates as confidential information.

**7.0 - Indemnification.** The Parties agree to indemnify and hold each other (including but not limited to its directors, officers, shareholders, and employees) harmless from any claims, loss, injury, damage, fines, causes of action, attorney's fees, costs and litigation expenses ("claims") asserted against or incurred by the Indemnitee caused by the Indemnitor's or their subcontractor's or agent's sole negligence or intentional misconduct.

**8.0 - Liability.** Company shall be liable to GVEA for any special, indirect, incidental, or consequential damages which may be sustained by GVEA arising out of or relating to this Agreement, including but not limited to, loss of revenues, loss of profits, loss of business reputation or opportunity, loss of goodwill, lost or damaged data, loss of production, cost of capital, loss of use of any equipment, cost of replacement power, cost of any replacement equipment, damage to assets, claims by or through clients, or any other commercial or economic loss, whether or not such liability arises out of contract, tort (including without limitation, negligence), statutory or strict liability, equity, or any other legal theory, except to the extent that any loss was caused by the sole negligence or intentional misconduct of GVEA.

**9.0 - Insurance.** Throughout the term of this Agreement and any extensions thereof, Company shall maintain insurance in accordance with the requirements set forth in Attachment X. Company shall deliver to GVEA a certificate of insurance evidencing that all such insurance coverages are in full force and effect before the start of work. If Company's insurance shall expire or terminate during this Agreement, Company shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect. Neither the delivery to GVEA of any certificates of insurance, nor any failure on the part of GVEA to discover and notify Company of any errors or omissions in certificates of insurance, nor the rejection or failure to reject any certificates of insurance that do not conform to the requirements described in Attachment X, and which are a part of the Agreement, shall be construed to imply an acceptance by GVEA of such certificates of insurance or the coverages/endorsements reflected therein, nor a waiver by GVEA of the coverage/endorsement requirements contained herein. Review by GVEA of any certificates of insurance shall not relieve Company from any obligation to secure the insurance coverages and endorsements required herein, and nothing herein shall operate to shift responsibility for insurance coverages from Company to GVEA. Nothing



in the insurance provisions of this Agreement, including the coverage limits set forth in Attachment X, shall be deemed to limit the liability of Company.

**10.0 - Solicitation.** During the execution of and for twelve (12) months after completion of this Agreement, the Parties agree that it will not directly or indirectly recruit, solicit, or induce, or attempt to recruit, solicit or induce, any employee of the other Party without first obtaining written authorization from the other Party.

**11.0 - Termination.** GVEA may terminate this Agreement at any time upon ten (10) calendar days prior written notice to the other. Unless termination is for cause, the Company will be compensated for Services performed under this Agreement to the date of termination; GVEA will be entitled to the return of any compensation paid towards a deliverable but not yet delivered.

**12.0 - Safety & Security.** As appropriate for Services conducted at the GVEA Healy Power Station facility, GVEA shall provide proper safety orientations, training, and a required Personal Protective Equipment list to the Company and its employees. The Company's employees will follow the site-specific safety program as briefed by GVEA. Company's employees shall follow the Company's Safety Manual at all times, unless GVEA site-specific rules apply a higher standard of care. GVEA shall implement and maintain proper security and safety for Company employees, as appropriate.

**13.0 - Public Statements.** Parties agree that neither shall make public statements about the involvement of the other in this Agreement or the Proposal without seeking the approval of the other.

**14.0 - Confidential Information.** Confidential Information. Except as otherwise provided in this Agreement, "Confidential Information" shall mean technical and business-related information, whether such information is written, verbal, or contained in any other form. In consideration of the disclosure of Confidential Information, Receiving Party agrees to keep all Confidential Information strictly confidential and shall not sell, trade, publish, or otherwise disseminate it to any third party, in any manner, including by photocopy or other reproduction, without the prior written consent of Delivering Party. Receiving Party shall take all reasonable precautions to prevent disclosure of the Confidential Information to any third party. Receiving Party shall limit access to the Confidential Information to employees, consultants, agents, and representatives who have a need to know the Confidential Information for the express limited purposes of this Agreement, and shall require each of those employees, consultants, agents, and representatives to agree and comply with the terms of this Agreement.

**15.0 - Payment.** Payment by GVEA of any invoiced amounts shall not be deemed acceptance of the work performed or waiver of any claims that GVEA may have with respect to the work performed. GVEA shall pay Company's invoices within 30 calendar days of receipt of an invoice. Invoicing will occur as laid out in the Company's Proposal. In the event that GVEA disputes any portion of the invoice received, GVEA shall pay the undisputed amount and the Parties shall work cooperatively in good faith to resolve any invoice disputes in a timely manner.

GVEA may offset any payment due to Company under this Agreement against amounts owed from Contractor to GVEA pursuant to this Agreement.

**16.0 - Compliance.** The Parties shall comply with all applicable local, state and federal laws, as well as the terms of any permits that GVEA has related to the Eva Creek Wind Farm.

**17.0 - Successor and Assigns.** The terms of this Agreement shall be extended to Company's and GVEA's parent(s), subsidiaries, or other affiliated entities. Beneficiaries of the rights granted and duties owed to Company and GVEA include such parent(s), affiliates, and subsidiaries. This contract shall not be assigned by Company or GVEA without the written permission of the other Party.

**18.0 - Applicable Law/Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the law of the State of Alaska, and shall be adjudicated in its Fourth Judicial District at Fairbanks.

**19.0 - Agreement.** This Agreement reflects the entire agreement between the Parties with respect to its subject matter and supersedes all other representations and understandings, either express or implied, written or oral, between the Parties. No modification of this Agreement shall be of any force or effect unless it (1) is in writing, (2) reflects the effective date of the modification, (3) is signed by both Parties, and (4) expressly indicates that it modifies this Agreement.

**20.0 - Legal Notices.** Any legal notice required or permitted by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by personal delivery, certified mail, or other recognized delivery service that confirms delivery. Initial notification can be made by confirmed email and accepted upon receipt of the mailed copy. All notices required, permitted, or desired to be given hereunder shall be deemed duly given and effective (i) when received after being sent by confirmed facsimile transmission or delivered by hand or (ii) five (5) days after being deposited with the United States Postal Service, properly addressed, sent by registered or certified mail, return receipt requested, postage prepaid. Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

Legal notices to GVEA shall be sent to:

Ehren Schachle

Copy to GVEA General Counsel

Golden Valley Electric Association

758 Illinois Street

PO Box 71249

Fairbanks, AK 99701

E-mail: [EPSchachle@gvea.com](mailto:EPSchachle@gvea.com)

Legal notices to the Company shall be sent to:

**21.0 – Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**22.0 – Representations.** GVEA and Company are validly existing entities in good standing under the laws of their state or providence and in their respective country of residency. Each Party represents that it has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The Parties' execution, delivery and performance of their obligations under this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary corporation action of each individual Party.

Company represents that it will employ only personnel qualified and/or subcontractors to perform the Services.

**23.0 - Partial Invalidity.** If any provision of this Agreement is declared invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be deleted and shall not invalidate any other provision contained herein unless and to the extent the judgment of the court contains a specific ruling that the fundamental purposes of this Agreement are thereby materially impaired.

**24.0 - Liens.** Company shall not create, incur, assume or suffer to exist, directly or indirectly, any lien, including mechanics liens, on any of its property now owned or hereafter acquired in connection with the Services.

**25.0 Cleanup.** Company shall keep the work area free from debris, trash and construction waste so as to permit Company to perform the Services efficiently and safely. Upon completion of the Services performed, Company shall remove all debris, trash and construction waste, Company equipment and materials from site. All debris, trash and other construction waste shall be disposed of by Company in accordance with applicable law.

**26.0 Environmental.** Company shall immediately upon Company's knowledge of same notify GVEA of any release by Company or any subcontractor at the worksite. Without limiting the proceeding, Company shall, within the time period required by law notify applicable governmental authorities of any release which is reportable. To the extent any release is caused by an act, error or omission of Company or any subcontractor, Company shall be responsible for any liability with respect to such release and indemnification to GVEA shall apply.

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; provided, however, that this Agreement shall not become effective as to either Party until executed by both Parties.

# Attachment F

## Insurance Requirements

During the term of work discussed in this RFQ, Company shall comply with the insurance provisions set forth below.

The insurance specified below shall be maintained by the Company, at its expense, and certificates thereof shall be presented to GVEA in form and content satisfactory to GVEA prior to the commencement of the Work. The insurance is as follows:

- a. **Workers' Compensation** will maintain no less than the Statutory Limits as required by the State of Alaska, or state in which the Company is domiciled and one million dollars (\$1,000,000.00) of coverage in Employer Liability.
- b. **Commercial General Liability**, on an occurrence form for (i) bodily injury and (ii) property damage with limits of at least one million (\$1,000,000.00) combined single limit each occurrence. Including but not limited to comprehensive form, premises – operation, explosion, collapse, underground hazard, products/completed operations hazard, blanket contractual coverage (including coverage for the indemnity provided under this Agreement), broad form property damage, independent vendors, personal injury (employee exclusion deleted).
- c. **Comprehensive Automobile Liability**, comprehensive form covering owned, hired, and non-owned vehicles and sudden and accidental pollution coverage with limits of at least one million dollars (\$1,000,000.00) each occurrence.
- d. **Pollution Liability**, is not required.
- e. **Cargo Insurance** is not required.
- f. **Umbrella Policy**, of any amount, can be used to reach the five million per occurrence for Commercial General Liability.

The insurance specified in b, c and f shall include the following:

- i. Endorsements adding GVEA as additional insured.
- ii. Statement of subrogation
- iii. Thirty (30) days' prior written notice of cancellation to GVEA.

GVEA shall have no liability or other obligation for any of the insurance, endorsements or other protection required hereunder, including premiums and other charges. The insurance provisions specified herein shall be applicable to any contractors retained by Company, and Company shall require that such insurance be maintained by all its contractors. All insurance maintained by Company shall provide for a waiver of any right of subrogation of the insurers against GVEA.