

Request for Proposal – Healy Power Station Supply Well #5

Bid Package: 2021 – 090

I. Overview

Golden Valley Electric Association, Inc. (GVEA) is issuing this request for proposal (RFP) for a consulting contractor to design, drill, construct, develop and test a new 160 gallon per minute (gpm) water supply well at the Healy Power Plant (Plant) in Healy, Alaska

Please submit an electronic copy of your proposal to the contact person listed below no later than Monday, April 22, 2021 at 5 PM. Any proposal received after the time specified may be promptly returned to the bidder unopened.

A pre-bid conference call will be held at 2 pm, April 15, 2021. The owner's project manager will be present to answer any questions.

All responses to the RFP shall be submitted to: Finance & Purchasing Attn: Ehren Schachle Administrative Operations Manager 758 Illinois St. Fairbanks, AK 99701 EPSchachle@gvea.com

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

Project Manager: David Brown Assistant Healy Plant Manager (907) 378-3284- Office DHBrown@gvea.com

Questions may be submitted via email to EPSchachle@gvea.com, up to 2 pm, April 19, 2021. All questions will be answered by 3 pm, April 20, 2021. No further questions will be responded to after this date.

II. Purpose and Background

- a. Purpose The Golden Valley Electric Association, Inc. (GVEA) is issuing this request for proposal (RFP) for a consulting contractor to design, drill, construct, develop and test a new 160 gallon per minute (gpm) water supply well at the Healy Power Plant (Plant) in Healy, Alaska. The well is to be located on the Plant property, tentatively within the area enclosed by the red polygon on Figure 1. The well will provide water for Plant processes, and will be certified as potable water source for the public water supply system at the Plant. The requested scope of work also includes a hydrogeologic assessment, a work plan, decommissioning of an existing observation well, and formal documentation of all work completed.
- b. Background GVEA owns and operates the coal-fired Healy Power Plant (Plant) in Healy, Alaska. The Plant is constructed on up to 15 feet (ft) of fill material overlying alluvium and a glacial outwash terrace. Fill material consists of sand, gravel, coal ash, and construction debris. The outwash terrace is composed of sand and gravel associated with the Pleistocene to Holocene period. Lower elevations of the terrace are overlain by shallow, unconsolidated alluvial deposits from the Nenana River and Healy Creek. The depth to groundwater in the shallow aquifer ranges from approximately 7 ft below ground surface (bgs) south of Plant (e.g., MW-4) to about 25 ft bgs north of the Plant (e.g., MW-8). The water table fluctuates seasonally by about 0.5 to 2 ft, with the highest seasonal levels in early summer and the lowest during fall and winter. Older formations of poorly consolidated sand, gravel, silt and clay underlie the terrace deposits at around 15 ft to 60 ft bgs. Sedimentary bedrock underlies the poorly consolidated materials at depths from about 35 ft to 100 ft bgs, dipping steeply to the north. Existing drilling data from the sandstone units indicate that the deep aquifer is confined with artesian groundwater flow. There are four groundwater supply wells located at the Healy Power Plant. Two of the wells provide water for industrial processes, and one also provides potable water for the on-site non-transient non-community Public Water System (PWS; PWSID# 391134). The supply wells are identified as Well #1 (Unit 1 Well), Well #2 (HCCP Well), Well #3, and Well #4. Groundwater from each of the four wells is drawn from the Miocene and Oligocene sedimentary bedrock unit at depths between 60 and 500 ft bgs. The locations of the wells are shown on Figure 2. Existing supply well details are summarized below and provided in Attachment C. Boring logs for the 24 shallow monitoring wells present across the site (Figure 2) can also be made available upon request.
 - Well #1 Well #1 was constructed in 1966. It historically yielded approximately 58 gallons per minute (gpm) from a pump set at around 150 ft bgs. The driller noted confined conditions with artesian flow. Well #1 is not currently in use because pumping at Well #2 causes the Well #1 pump to cavitate. Well #1 is considered a backup source to be used if Well #2 becomes inoperable.
 - Well #2 Well #2 was constructed in 1992. It yields approximately 84 gpm from sandstone bedrock in three screened intervals between 255 to 430 ft bgs. The well is also screened within a claystone bedrock unit from 470 to 490 ft bgs. The driller noted confined conditions with about 3 gpm artesian flow. Well #2 provides most of the water supply for Plant operations.
 - Well #3 Well #3 was constructed in 2014. It yields approximately 20 gpm from sandstone bedrock at 331 to 441 ft bgs. The driller noted confined conditions with about 0.3 gpm artesian flow. Water from Well #3 is used for Plant operations and domestic purposes.

iv. Well #4 - Well #4 was constructed in 2015. It yielded approximately 80 gpm from two screened intervals (62 to 125 ft bgs, and 168 to 258 ft bgs). The driller noted confined conditions with static water level at 16.3 ft below top of casing. Well #4 is not currently used due to poor water quality (i.e., high salinity) which makes it unsuitable for Plant processes.

Currently, combined flows from Wells #2 and #3 serve the Plant's industrial and domestic water supply needs. Occasionally production from Wells #2 and #3 is insufficient to meet instantaneous high demand at the Plant. No backup source well is currently present to provide supplemental or emergency water supply suitable for the Plant's industrial and domestic needs.

The goal of the proposed new water supply well, Well #5, is to serve as a backup source that can provide water for industrial and domestic needs at the Plant. The desired continuous production from proposed Well #5 is 160 gpm, with an average sustained yield of 100,000 gallons per day.

III. Scope of Work

- a. Contractor is to provide all labor, equipment, consumables, and supervision to complete the five tasks listed below
 - Task 1 Hydrogeologic Assessment Perform a hydrogeologic assessment of the site using publicly-available resources to determine whether the desired production rates are likely to be achievable and provide recommendations regarding well placement, design and construction to achieve maximal and sustainable water production.
 - ii. Task 2 Work Plan Develop a detailed work plan documenting the planned technical approach, details, methods, personnel and schedule for all the work to perform Tasks 3, 4, and 5
 - iii. Task 3 Well Construction Design, drill, construct, develop and test a water supply well that will produce 160 gallons per minute (gpm) continuously for industrial and domestic uses.
 - The well must be drilled and constructed in accordance with State of Alaska regulations for public water system supply wells (e.g., refer to Alaska Administrative Code Title 18, Chapter 80) and must be designed and constructed for a 30-year operating lifespan.
 - Geologic conditions shall be logged during drilling. Soil samples should be collected no less frequently than every 5 ft and during any stratigraphic change, including aquitard layers and transition to bedrock. Soil should be classified using the Unified Soil Classification System or similar.
 - 3. A groundwater sample shall be collected from each water-bearing interval proposed for screening. Samples will be analyzed for a list of analytes provided by GVEA, by a laboratory contracted directly to GVEA. GVEA will review analytical results and approve or deny proposed screened intervals as needed to meet the Plant's water quality needs. Contractor should allow a period of 4 weeks for laboratory analyses and GVEA review of results before finalizing the well design and procuring screens.
 - 4. Well diameter and screen sizing shall be determined by the Contractor based on the desired production rate and subsurface materials encountered in the borehole.
 - 5. Well shall be constructed with a pitless adapter to protect pipes from freezing.

- 6. Well testing shall include, at a minimum, a 72-hr continuous rate pumping test. Contractor shall obtain appropriate water discharge permits from the State of Alaska, as necessary.
- iv. Task 4 Decommissioning of Observation Well Decommission an existing 6-inch diameter, up to 250 foot-deep steel-cased observation well in accordance with State of Alaska regulations and guidance (e.g., refer to https://dec.alaska.gov/eh/dw/dwp/private-wells/#decommission and Drinking Water Regulations including Alaska Administrative Code Title 18, Chapter 80.015(e)].
- v. Task 5 Reporting The Contractor must provide a complete Well Construction Report describing:
 - 1. Hydrogeologic conditions encountered while drilling;
 - 2. Drilling log and well log illustrating construction details;
 - 3. Method and results of pumping test(s), including estimates of well yield, transmissivity and storativity, and
 - 4. Recommended pump specifications and setting.
- b. Drilling, well installation, decommissioning and associated documentation shall be completed in accordance with Alaska Department of Environmental Conservation (ADEC) regulations by an appropriately qualified and experienced water well driller.
- c. Contractor shall submit all necessary well completion details to the State of Alaska Department of Natural Resources (ADNR) within 45 days after well construction in accordance with 11 AAC 93.140. GVEA intends to submit a copy of the Well Construction Report to the Alaska Department of Environmental Conservation (ADEC) within 45 days after the drilling of well is complete for agency review and approval. As such, the Well Construction Report must contain sufficient detail to meet the regulatory requirements under 18 AAC 80.210(h).
- d. The supply well shall be completed, pump tested and ready for use by August 31, 2021. The hydrogeologic assessment (Task 1) should be submitted to GVEA by May 28, 2021 and must be approved by GVEA prior to commencing work on Task 2. The Work Plan (Task 2) shall be submitted to GVEA by June 25, 2021 and must be approved by GVEA prior to commencing field work. The Well Construction Report and all other required documentation shall be completed and submitted to GVEA no later than September 30, 2021.

IV. Additional Info

- a. GVEA has tentatively selected a potential area north of the power plant for the well site, as identified in Figure 1. The Contractor is expected to account for site features, utilities and markings in selecting the final well location in compliance with public water supply well requirements.
- b. GVEA will coordinate the "811 Alaska Digline" public utility locate prior to drilling. GVEA personnel will perform private utility locating prior to drilling and as needed to facilitate the Contractor's site assessment.
- c. Driller is expected to advance through silts, clays, cobbles and heaving sands, all of which are possible in the borehole. No contaminated soil or hazardous waste is anticipated to be generated during drilling. If contaminated soil or ash-impacted soil is encountered, place soil cuttings in a labeled, 55-gallon drum.
 - i. Driller should bring at least 2 clean drums. Clean soil cuttings will be spread on the ground around the wellhead.

V. Response

- a. Contractor shall describe their proposed costs, equipment, means and methods to accomplish Tasks 1 through 5. Tasks 1, 2 and 5 to be a firm fixed cost. Task 3 and 4 to be quoted on a time and material basis.
- b. A proposed schedule and project milestones.
- c. A list of personnel who will complete the project and a description of their roles, qualifications and relevant experience.
- d. List of sub-contractors who will be working on the project and a description of their roles, qualifications and relevant experience.
- e. Any additional information or references that illustrate your team's suitability for this project.
- f. A copy of your fee structure for personnel, equipment and expenses used in building the fixed cost tasks.
- g. Information contained in the submitted proposal that the bidder desires to keep confidential must have such information clearly identified, and a confidentiality agreement with GVEA will be required.
- h. Bidders must specify any exceptions to the Services Agreement form and return the document with their markups as part of their proposal to GVEA.

VI. Evaluation of Response

- a. Proposals will be reviewed first for responsiveness. Those found to be responsive will be evaluated and scored based on the specifications set forth in this RFP.
- b. No public opening of proposals will be held by GVEA.
- c. Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall be advanced for further evaluation.
- d. GVEA reserves the right to accept or reject any or all proposals, to waive any formality, technicality, requirement or irregularity in the proposals received, and to request further information about any proposal.
- e. GVEA's Environmental Group will review and evaluate all accepted proposals, based on the criteria outlined in the Scope of Work and Contents of Proposal sections of this RFP, and any other relevant terms of the proposals received.
- f. The evaluation committee will evaluate all proposals received in accordance with the evaluation criteria set forth below.

	Category	Maximum Points
1	Proposers Qualifications – Experience and past	30
	performance with similar projects	
2	Schedule and Technical Proposal	30
3	Cost	40
	RFP Evaluation Total	100

VII. Terms and Conditions

- a. 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.
- b. Bidder shall hold the proposed price firm for 30 days after submission deadline
- c. Bidders shall be solely responsible for their own costs of submitting a proposal and any participation in GVEA's evaluation process.

VIII. Figures & Attachments

- a. Figures
 - i. Location Map Figure 1
 - ii. Site map Figure 2

b. Attachments

- i. Existing Supply Well Details Attachment A
- ii. Insurance Requirements Attachment B
- iii. Service Contract Attachment C

Figure #1 Loacation Map

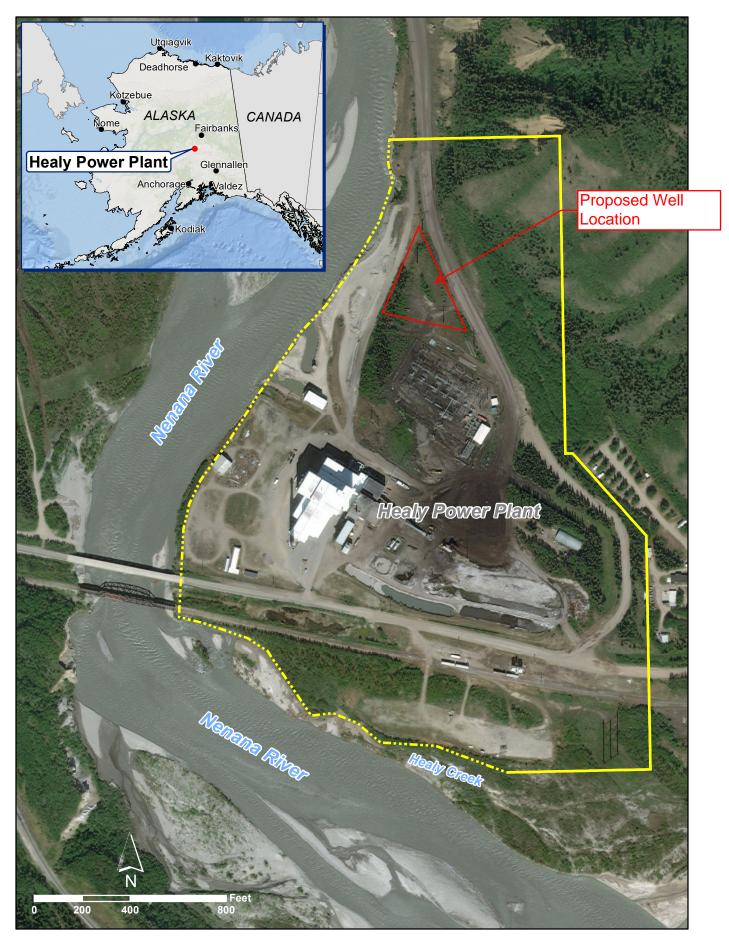
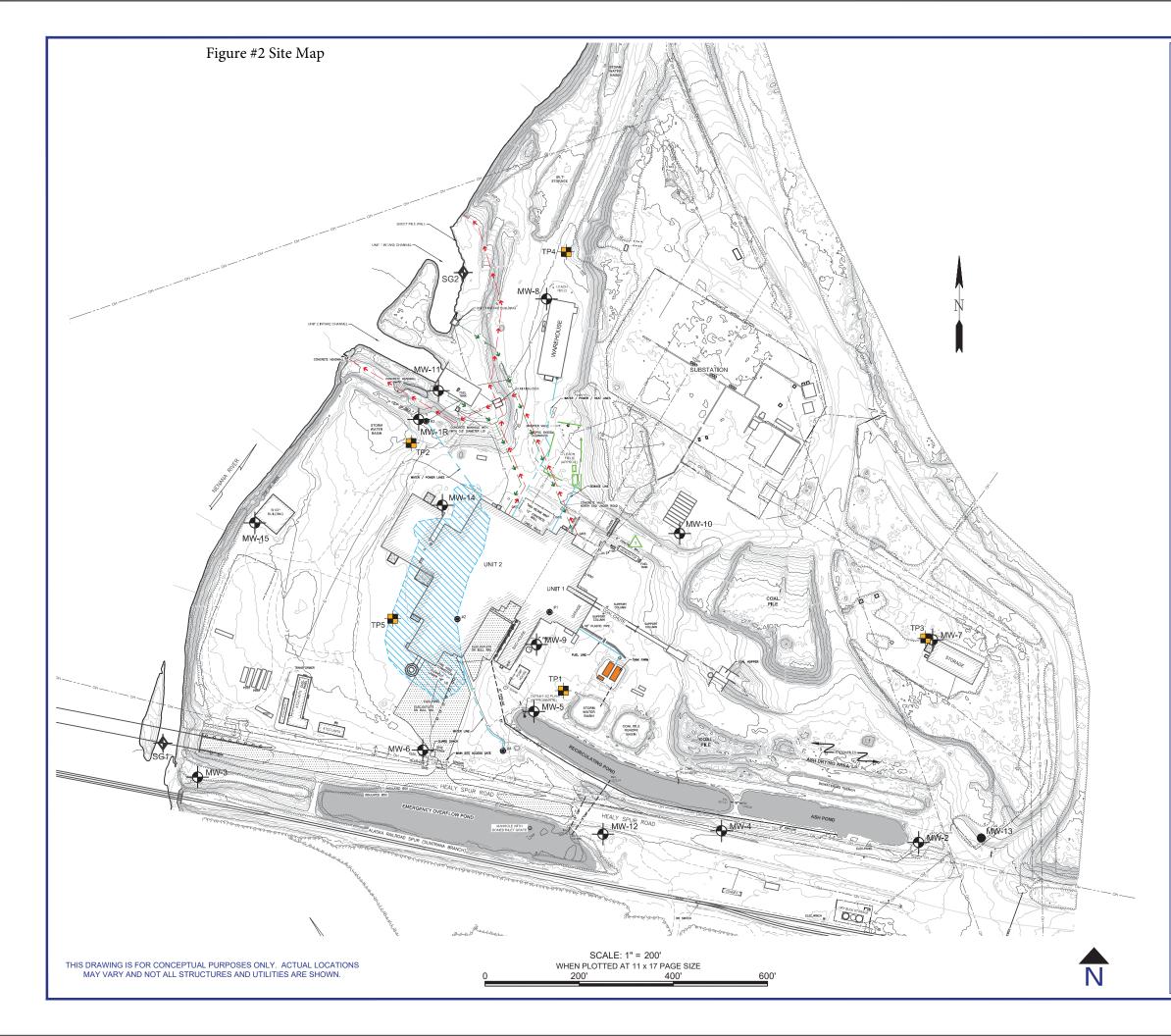


Figure 1. Location Map



SOURCE NOTES

- Drawing developed from Kodiak Mapping Inc., Healy Plant Plan and Topo.dwg dated July 2016 and from PDC Inc. Engineers, Topographic Survey, project 14004FB, dated April 2014.
 Lidar was collected on 05/29/16 at a density of 17ppm (68ppm aggregate) by Kodiak Mapping, Inc., Palmer, Alaska.
 The horizontal datum is NAD 83 Alaska State Plane Zone 4 (US feet) the vertical datum is based on NAVD 88 elevations (GEOID12B).
 Monitoring wells 9 and 10 were surveyed by Lounsbury and Associates (June 12, 2017).
 Former settling pond location from a historical drawing found in the Healy Power Plant's document archive room of Unit 2 ash handling system design.

NOTES							
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ile Name	F2_Site Plan_19	Project No. 104.00367.19001	
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Attachment A- Exsisting Supply Well Details

Table B-1 - Supply Water Well Information Summary Golden Valley Electric Association Healy Power Plant, Healy, Alaska

		Primary Supply Water Wells		Backup Well
	Well 2 ^A	Well 3 ^B	Well 4 ^c	Well 1
Primary Use	Operations	Potable and Operations	Operations, Currently Not Used Often	Currently Not in Use
Year Installed	1992	2014	2015	1966
Well casing size and type	8 inch, steel	8 inch, steel	8 inch	8 inch
Grout type	Unknown	Bentonite	Bentonite	Unknown
Grout depth below ground surface	128 feet	250 feet	28 feet	Unknown
Screen type	Unknown	0.05" slot wire wrap	0.05" slot wire wrap	Unknown
Screen level (depth below ground surface)	255 to 265 feet 265 to 285 feet (torch-slotted) 285 to 295 feet 370 to 380 feet 390 to 420 feet 420 to 430 feet (torch-slotted) 470 to 490 feet	331 to 401 feet 411 to 441 feet	62.2 to 125.2 feet 167.5 to 257.5 feet	150 to 200 feet
Sanitary seal	Yes	Yes	Yes	Yes
Casing terminated above ground surface	Yes	Yes	Yes	Yes
Average Well capacity (gallons per minute)	84	20	80	58

Notes:

1 Well data obtained from well logs and Alaska WELTS online database.

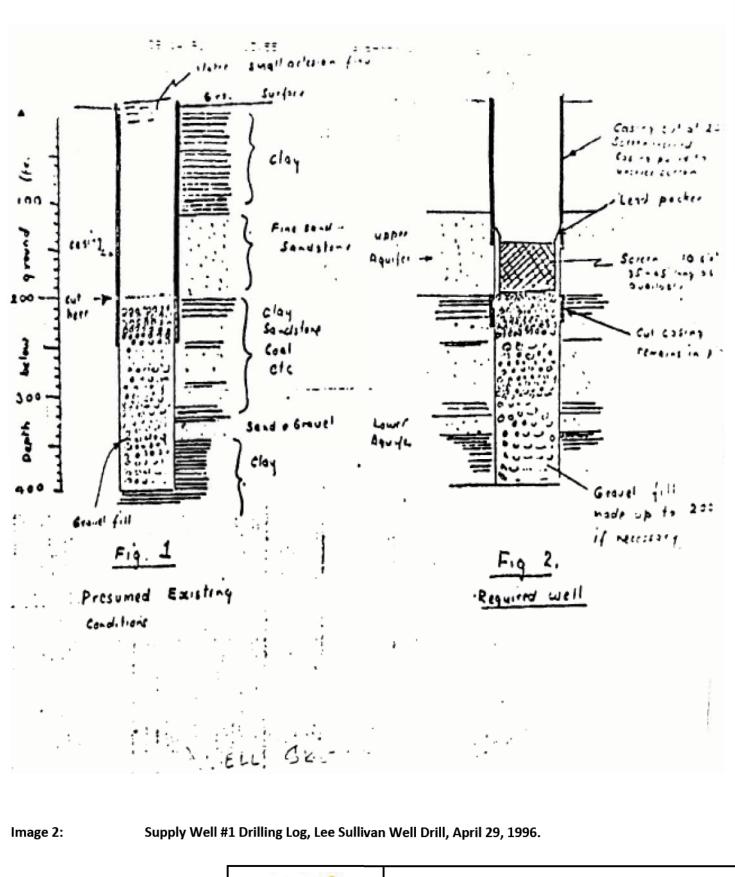
^A Well 2 well capacity from FT-03 flow meter transmitter measurements between 8/27/2015 and 4/30/2016

^B Well 3 well capacity is based on the pump test performed and documented in the *Final Construction Report Healy Well 3* prepared by Shannon&Wilson, Inc. dated August 11, 2015.

^c Well 4 well capacity is based on the pump test performed and documented in the *Final Construction Report Healy Well* 4 prepared by Shannon&Wilson, Inc. dated April 29, 2016.

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`		April 29, 1966
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118	132	Sand Stone with Practures
132	196	Sand Stone with Fractures and Clay Seams 1-3 in
		Tractures and Broken Sand Stone Mater 29 G. T.M. Weteloped to 50 GIFINI (pump was at 195 ft.)
200	202	Clay 36 hrs/air, 24 hrs/pump
202	238	Sand Stone
234	247	Coal and Sand Stone layer
247	292	Fine Sand
292	327	Cluy Hard and Dry
(327)	351 ·	Band and Gravel with thin Clay layer. Developed with Air 6 hrs. Max 30 G.P.M/, no increase in
351	400	Jard Clay
		249 ft of 8 in. caseing.
Image 1:	Supply \	Well #1 Drilling Log, Lee Sullivan Well Drill, April 29, 1996.

2020 Groundwater Monitoring and Corrective Action Report



SLR2020 Groundwater Monitoring and Corrective Action Report
Golden Valley Electric Association, Inc. Healey Power PlantAppendix B
Supply Well #1 -#4 LogsJob No: 104.00367.20001

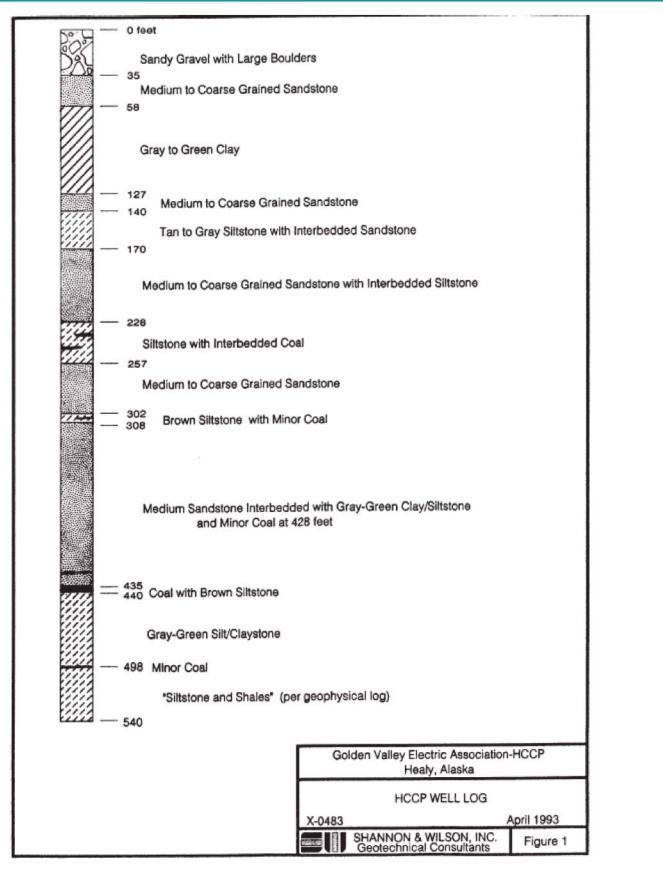


Image 3: Supply Well #2 (HCCP Well) Drilling Log, Shannon & Wilson, Inc., April 1993.

SLR	2020 Groundwater Monitoring and Corrective Action Report Golden Valley Electric Association, Inc. Healey Power Plant	
Appendix B Supply Well #1 -#4 Logs	Job No: 104.00367.20001	

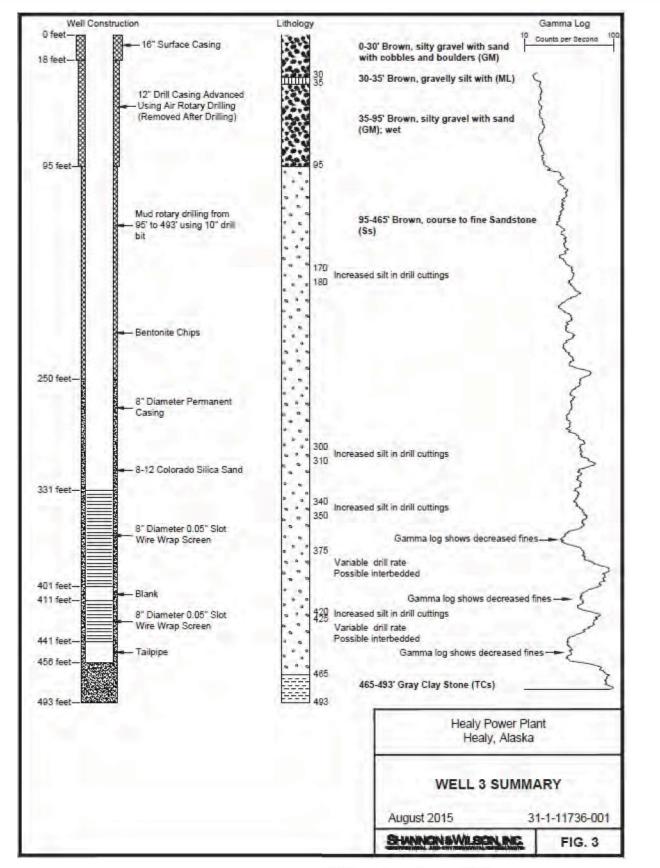
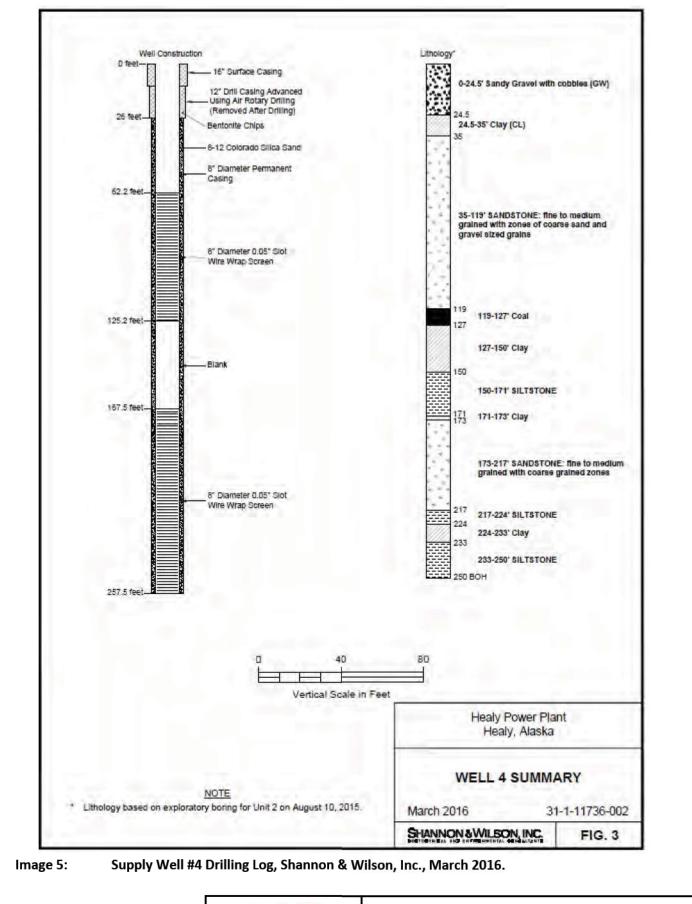


Image 4:

Supply Well #3 Drilling Log, Shannon & Wilson, Inc., August 2015.

	SLR	2020 Groundwater Monitoring and Corrective Action Report Golden Valley Electric Association, Inc. Healey Power Plant
ſ	Appendix B Supply Well #1 -#4 Logs	Job No: 104.00367.20001



SLR	2020 Groundwater Monitoring and Corrective Action Report Golden Valley Electric Association, Inc. Healey Power Plant
Appendix B Supply Well #1 -#4 Logs	Job No: 104.00367.20001

Attachment B

GVEA Insurance Requirements

During the term of work discussed in this Agreement/Purchase Order, Company shall comply with the insurance provisions set forth below.

The insurance specified below shall be maintained by Company, at its expense, and certificates thereof shall be presented to GVEA in form and content satisfactory to GVEA prior to 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 the company is incorporated in; and one million dollars (\$1,000,000.00) of coverage in Employer Liability

b. Commercial General Liability/Excess, 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/Purchase Order), 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. Professional Liability (Errors and Omissions Liability), The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. \$500,000 each claim/\$1,000,000 Annual Aggregate. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Company warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

f. Umbrella Policy, can be of any amount and combined with Commercial General Liability to reach the required one million (\$1,000,000) in coverage.

The insurance specified in b thru f shall include the following:

- i. Endorsements adding GVEA as named insured.
- ii. Statement of subrogation
- iii. Be primary, non-contributory

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 subcontractors retained by Company, and Company shall require that such insurance be maintained by all its subcontractors.

Attachment C

GVEA Service Agreement

This Agreement ("Agreement") is effective on the DATE ("Effective Date") between Golden Valley Electric Association, an Alaska Corporation ("GVEA") and *Insert Firms Name* ("Company"). Together known as "the Parties". WHEREAS, GVEA is in need for the design, drilling, constructing, development and testing of a water supply well at it Healy, Alaska Power Station (hereafter referred to as "Services") in its business operations, and WHEREAS, COMPANY 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.

- a. Company will perform the Services as specified in GVEA's RFP # 2021-090 (hereafter referred to as RFP), and Company response dated April 22, 2021 (hereafter referred to as "Proposal"), both are hereby attached by reference due to the volume of each document, and will proceed with such Services in a diligent professional manner.
- b. Company agrees to complete the Services no latter than August 31, 2021 detailed in the RFP prior to and submit their final billing no later than September 30, 2021.

2.0 - Term of Contract. The term of the contract will be for the duration of the project.

3.0 - 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 or time 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

4.0 - 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 the performance of the Services described in GVEA's RFP #2021-090.
- b. 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.
- c. 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.
- d. 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.

e. 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 sub-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.

5.0 - 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 means, methods, techniques, sequences, procedures and safety and security programs and for coordinating all portions of the Services. Company warrants the services performed, upon completion, for a period no longer than 12 months.

6.0 - 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, data furnished, or Service 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 Service 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 GVEA shall be deemed to have accepted such deliverables after 60 days unless any errors are identified by GVEA in writing to the Company with in the first 60 days following such delivery.

7.0 - Ownership. All materials resulting from the execution of this Agreement and the RFQ #2021-090, 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.

8.0 - 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.

9.0 - Liability. Company shall be labile 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.

10.0 - Insurance. Throughout the term of this Agreement and any extensions thereof, Company shall maintain insurance in accordance with the requirements set forth in Attachment B of the RFQ. 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 B of the RFP, 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 B of the RFP, shall be deemed to limit the liability of Company.

11.0 - 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.

12.0 - Termination. GVEA may terminate this Agreement at any time upon ten (10) calendar day's 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.

13.0 - Safety & Security. As appropriate for Services conducted at any GVEA 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.

14.0 - 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.

15.0 - 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.

16.0 - 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 Company to GVEA pursuant to this Agreement.

17.0 - Compliance. The Parties shall comply with all applicable local, state, and federal laws, as well as the terms of any permits that GVEA has applicable to a specific work site.

18.0 - 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.

19.0 - 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.

20.0 - 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.

21.0 -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 e-mail 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: <u>EPSchachle@gvea.com</u>

Legal notices to the Company shall be sent to:

22.0 - 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.

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 – 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.

25.0 - 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.