

Request for Proposal – Highway Park Substation

Bid Package: 2021-080

I. Overview

With this Request for Proposal (RFP), Golden Valley Electric Association (GVEA or Owner) is seeking a licensed engineering firm specializing in the design of substations to design a 69kV (4) breaker ring bus to replace the Highway Park Substation in North Pole, Alaska.

Please submit an electronic copy of your proposal to the contact person listed below no later than 2 pm on April 23, 2021. 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 8, 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: Mackinley Donaldson Engineer (907) 458-5877 - Office MEDonaldson@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 21, 2021. No further questions will be responded to after this date.

II. Background/Relationship of Substation

The Highway Park Substation, located in the city of North Pole, Alaska, was built in phases between 1960 and 1976. Much of the equipment is obsolete and the equipment and layout is not reliable for operation at transmission and distribution voltages.

The selected firm will design a 69kV (4) breaker ring bus substation. The existing facilities at the current Highway Park Substation will be demolished and replaced with the envisioned substation. The substation footprint will be expanded and will require site excavation and backfill, new ground grid and surfacing material, and fencing. One 69kV terminal feeds a 12MVA 69:12.47kV transformer (HPS-T1) and associated distribution equipment. There are three terminations of 69kV lines from Mapco Substation (MRS), Fort Wainwright Substation (FWS), and Carney Substation (CNS). The scope of design for the bidder is the 69kV switching equipment to the 69kV getaways and primary terminations of HPS-T1. The design shall be coordinated with the design criteria provided by GVEA.

III. Specifications and Requirements

The selected firm will deliver or perform the following tasks;

- 1. Preliminary Tasks
 - i. Geotech Report By others. Bidder to give recommendations on foundation design
 - ii. Soil Resistivity Study GVEA to provide measurements to bidder
 - iii. Topographic Survey By Others. Bidder to provide topographic specifications for site
- 2. Major Equipment Specifications Review of GVEA's specifications to be developed in parallel with other design tasks
- 3. Physical Design
 - i. Grounding and Fence Plan
 - ii. Cable tray plan and conduit schedule
 - iii. Shield wire locations check
- 4. Protection and Control Schematics
 - i. Three Line Diagrams
 - ii. SCADA System
 - iii. Relaying Schematics
- 5. Wiring Diagrams
 - i. Panel Board Assembly
 - ii. Panel Wiring diagrams
 - iii. Outdoor Equipment Wiring Diagrams
- 6. Protective Relaying Settings Check over GVEA calculations ((6) SEL-421 Relays and (1) SEL 311L relay)
- 7. Control Building
 - i. Building layout
 - ii. AC system Drawings
 - iii. DC system drawings
- 8. Pre-Construction Activities
 - i. Construction Specifications
 - ii. Bid Unit Schedule
 - iii. Work with GVEA Procurement to develop Construction Bid Package
- 9. Construction Activities Summer of 2022
 - i. Attend Pre-Bid meeting
 - ii. Pre-Construction Meeting
 - iii. Project engineer readily available to answer questions during construction

IV. Additional Info

- 1. Section III, Items 1 8 to be completed no later than December 1, 2021
- 2. Final Billing for Section III, Items 1 thru 8 to be received by GVEA no later than December 15, 2021
- 1. Design Criteria Attachment A
- 2. Protection One-Line Attachment B
- 3. Preliminary Substation General Arrangement Attachment C

V. Response Requirements

- 1. Statement demonstrating an understanding of project scope
- 2. Budget
 - a. Proposal will quote a firm fixed cost to perform the work described in Section III, Items 1 thru 8
 - b. Proposal will quote the hourly rate for its staff to accomplish Section III (9) along with the estimated hours the firm envisions will be needed to accomplish the tasks described.
- 3. Payment Schedule
 - a. List milestone payment schedule if any and the anticipated dates of those payments.
- 4. Project Schedule assuming a May 1, 2021 detailing the completion of tasks and milestone payments
- 5. Service Agreement Redlined

VI. Evaluation of Response

- 1. The evaluation committee will evaluate all proposals received in accordance with the evaluation criteria set forth below. 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

1	Proposers Qualifications - 1. Qualification scoring shall consider bidder's history	35
	with past GVEA projects, and ability to adhere to project standards such as CAD,	
	Panel wiring, and any other general GVEA substation design practices.	
2	Schedule	20
3	Cost	45
	RFP Evaluation Total	100

VII. Terms and Conditions

- 1. The Purchase Order formed as a result of the acceptance of the quote shall be deemed to comprise the entire agreement between the parties there to, 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.
- 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.
- 3. This RFP 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.
- 4. Attachment D GVEA Service Agreement.
- 5. Attachment E GVEA Insurance Requirements.

Attachment A

GOLDEN VALLEY ELECTRIC ASSOCIATION

69/12.5 KV HIGHWAY PARK SUBSTATION

DESIGN

CRITERIA

Rev 1 February 2021

Client: Golden Valley Electric Association

Owner: GVEA Engineer: TBD

Contractor: To be determined. Contractor will provide additional design, all materials

and perform installation activities as defined by designs and specifications

by the engineer.

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SECTION 2 MAJOR EQUIPMENT

F. Personnel

A.	Power Transformers	E.	69kV Voltage Trans. Power & Synch
B.	69kV Power Circuit Breakers	F.	69kV surge Arresters
C.	69kV Disconnect Switches	G.	69kV Station Post Insulator
D.	69kV Voltage Transformers		

SECTION 3 PHYSICAL DESIGN DATA

A.	Environmental Conditions	F.	Structures
B.	Substation Configuration	G.	Site Preparation
C.	Foundation Design	H.	Aesthetic Design
D.	Grounding and Fencing		

SECTION 4 CONTROL & RELAYING

E. Cable and Raceway

A.	Studies Load Flow Study	F.	Bus Protection
B.	Switchboard Type	G.	Metering
C.	System Phase Rotation (CCW)	H.	SCADA/SER/Annunciator
D.	Line Protection	I.	Communications
E.	Transformer Protection	J.	Digital Fault Recorder

SECTION 5 CONTROL BUILDING

- A. Building Data/ServicesB. AC Station Service
- C. DC Station Battery

SECTION 6 TRANSMISSION LINE/FEEDER DATA

SECTION 7 CADD STANDARDS

APPENDIX

SUBSTATION DESIGN CRITERIA GOLDEN VALLEY ELECTRIC ASSOCIATION 69/12.5KV HIGHWAY PARK SUBSTATION

SECTION 1. GENERAL REQUIREMENTS

A.	Description/Ownership					
	1.	Substation Name	69/12.5kV Highway Park (HPS)			
	2.	Substation Ratings				
	3.	Client	Golden Valley Electric Association (GVEA)			
	4.	Owner	GVEA			
	5.	Operation and Maintenance Responsibility	GVEA			
B.	Proje	ect Location:				
	Corner of Homestead Dr. and Finell Dr. North Pole AK 99705					

C. New Facilities:

All substation facilities will be new, including but not limited to 69kV area, 20 MVA (Future, 12 MVA existing) transformer, 12.47kV distribution area. The substation is to be furnished and installed in accordance with this Design Criteria, project drawings and specifications.

D.	Drav	wing Requirements			
	1.	Drawing Software	AutoCad		
	2.	Drawing Size	GVEA Standard		
	3.	Drawing Standards	GVEA Standard		
	4.	Copies for Preliminary Review	Two (2)		
	5.	Copies for Approval	Two (2)		
	6.	Final Record Drawings	Two (2)		
	7.	Forward Copies on Electric Medium (Final Record Copies Only)	Yes X No		
E.	Pers	onnel			
		Project Manager/Engineer	Max Donaldson/Jeremy Forsting P.E.		
		Address	GVEA 758 Illinois Street/P.O. Box 71249		
			Fairbanks, Alaska 99707-1249		
		Phone	(907) 458-5877		
		Fax			
F. 1	Respo	onsibilities			
1.	1.1 1.2 1.3 1.4 1.5	One Line diagram – GVEA Preliminary general arrangement – GVEA Preliminary Design Criteria – GVEA Geotech report – By others. BIDDER to give recommendations on foundation design Soil Resistivity Study – BIDDER. GVEA to provide measurements Topographic Survey – by others. BIDDER to provide final topographic specification for the site			

2. Major equipment specifications - GVEA. BIDDER to

review

- 3. Physical Design
 - 3.1 Plan and Elevation sections GVEA (JF)
 - 3.2 Grounding and fence plan BIDDER
 - 3.3 Cable Tray Plan BIDDER
 - 3.4 Cable and Conduit Schedule BIDDER
- 4. Civil/Structural
 - 4.1 Site Prep Specifications GVEA (JF)
 - 4.2 Foundation Plan GVEA (JF)
 - 4.3 Structure Design Review GVEA (JF)
 - 4.4 Oil Containment GVEA (JF)
- 5. Protection and Control Schematics
 - 5.1 Three line diagrams BIDDER
 - 5.2 SCADA system BIDDER
 - 5.3 Relaying Schematics BIDDER
- 6. Wiring Diagrams
 - 6.1 Panel Board Assembly –BIDDER
 - 6.2 Panel Wiring Diagrams –BIDDER
 - 6.3 Outdoor Equipment Wiring Diagrams –BIDDER.
 - 6.4 RTU points and build GVEA
- 7. Protective Relaying Settings GVEA reviewed by BIDDER
- 8. Control Building
 - 8.1 Building layout BIDDER
 - 8.2 AC system drawings –BIDDER
 - 8.3 DC system drawings BIDDER
- 9. Pre-Construction activities
 - 9.1 Construction Specifications BIDDER
 - 9.2 Bid Unit Schedule BIDDER
 - 9.3 Construction Bid Package BIDDER
 - 9.4 Pre-Bid meeting. All
- 10. Construction Activities
 - 10.1 Pre-construction meeting. All

SECTION 2. MAJOR EQUIPMENT

A.	Power Transformer		Power Transformer		Re-u	se existing
	1.	Quantity				
	2.	Туре				
	3.	Capacity		55° C Rise 65° C Rise		
	4.	Voltage Ratio (s)				
	5.	Winding Configuration a. High Side b. Low Side 12.47kV c. Phase Relationship				
	6.	Load Tap Changer		Yes	No	
	7.	Surge Arresters	high side low side	YesYes	No	
	8.	Bushing CT's				
	9.	Conservator Tank				
	10.	Alarms				
	11.	BIL Level @ 3300' Above Mean				
		Sea Level (AMSL)	high side low side HO			

B.	69k\	Power Circuit Breakers				
	1.	Quantity	Four (4)			
	2.	Manufacturer	Hitachi			
	3.	Type	Vacuum Dead Tank			
	4.	Continuous Current Rating	2000 A			
		(at maximum ambient)				
	5.	Interrupting Rating	40 KAIC Nominal			
		(at minimum and maximum ambient)				
	6.	Control Voltage	125 VDC			
	7.	Bushing CT's	2 Per Bushing			
	0	DIL Lavel @ 2200" AMCI	1200:5A MR, C800			
	8.	BIL Level @ 3300" AMSL	350kV BIL			
C.	69k\	/ Disconnect Switch				
	1.	Quantity & Type	Nine (9) Vertical Brea	ak		
	2					
	2.	Operator	Hand – Worm Gear			
	3.	Voltage	69kV			
	4.	Manual Ground Switches	Yes No	X		
		a. Connect to	hinge end jaw end			
	5.	Continuous Current	2000A			
	6.	Momentary Current	38,000A			

	7.	Control Voltage	N/A			
	8.	Aux. Switches Required	Yes	No	X	
	9.	Special Interrupting Requirements	Yes	No	X	
	10.	BIL Level		350kV		
D.	69kV	Voltage Transformer				
	1.	Quantity		Four (4)		
	2.	Voltage Ratio & Class		69/0.120 kV		
	3.	Thermal Burden	W,X,Y,Z,ZZ			
	4.	Accuracy Class	0.3			
	5.	Mounting	Vertical			
	6.	Thermal Rating (VA)	400			
	7.	BIL Level	350kV			
F.	69kV	Surge Arresters				
	1.	Quantity		Nine (9)		
	2.	Type		MOV Only		
	3.	MCOV	60kV			
	4.	Class		Station		
	5.	Mounting		Vertical		

G. 69kV Station Post Insulator

1.	BIL	350kV
2.	Creepage	66"
3.	Strike	29"
4.	TR#	216
5.	Cantilever Strength (lbs.)	1500

SECTION 3 PHYSICAL DESIGN DATA

A. Environmental Conditions 1. Design Temperature Range (°F) min -72^{0} F to 100^{0} F max 2. Wind Velocity (peak wind) 90 mph 3. Design Ice Loading 1 in. radial Isokerannic Level days/yr 4. to 8 5. Avg. Annual Rain Fall 11.2 in. 6. Avg. Annual Snow Fall 70 in. 7. Seismic Zone 3 Elevation above Mean Sea Level 8. 500 ft. **Special Considerations** Seasonal Ice Fog B. Substation Configuration Voltage/Configurations 69kV – 4 Position Breaker 1. Ring Bus 2. Rigid Bus 69kV – 4" Sch 40 6061T6 3. Jumpers 2-795 KCMIL AAC Arbutus **Bus Position** 1-795 KCMIL AAC Arbutus Line Position 4. **Bus Fitting Types** Compression 5. Electric Clearances and Spacings, 69kV a. Ø-Ø Spacing (Rigid Bus) ft. 0 in. 5 0 b. Ø-Ø Spacing (Disconnect Switches) ft. in. 7 c. Ø-Ø Minimum (Metal to Metal) 2 ft. in.

d. Ø-Ground Minimum (Metal to Metal)

2

in.

4

ft.

		e. Ø-Grade Spacing (C.L. Bus to B.O.S.)	14	ft.	0	in.
		(17'-6" High Bus Spacing)		ft.		in.
		f. Ø-Grade (Pedestrian Access) min	6.5	ft.	0	in.
		g. Ø-Grade (Vehicular Access) min	25	ft.	0	in.
	6.	Electric Clearances and Spacings, 15kV				
	0.	a. Ø-Ø Spacing (Rigid Bus)	2	ft.	0	in.
		b. Ø-Ø Spacing (Disconnect Switches)	2	ft.	0	
		c. Ø-Ø Minimum (Metal to Metal)	$\frac{2}{1}$	ft.	0	
		d. Ø-Ground Minimum (Metal to Metal)	0	ft.	7	in.
		e. Ø-Grade Spacing (C.L. Bus to B.O.S.)	14	ft.	0	
		(17'-0" High Bus Spacing)		ft.		in.
		f. Ø-Grade (Pedestrian Access) min	9	ft.	0	in.
		g. Ø-Grade (Vehicular Access) min	20	ft.	0	
	7.	Oil Containment required	Yes _	X	No	
		a. Type		b	asic	
	7.	Lightning protection	Yes _	X	No	
		a. Type		C	Cone	
		71				
	8.	Yard lighting	Yes _	X	No	
				2		fc/sq. ft.
			In Vic	inity of E	quipmer	nt & Gates
C.	Foun	dation Design				
	1.	Geotech Report by		Т	BD	

2.	Type Foundations	Pier and Sp	oread
3.	Concrete		
	a. Comp. Strength @ 28 days	4000	min
	b. Rebar, strength	60	ksi
4.	Anchor Bolts		
	a. Cast in-place	Yes X No	
	b. HDG full length	Yes X No	
	c. Drilled Expansion Anchors	Yes X No	
	d. Type	As Applicable A3	307 or A325
Gro	unding and Fencing		
1.	Grounding		
	a. Grounding and soil resistivity measurements by	Completed by	GVEA
	b. Maximum available SLG fault level	10,000A (future ge	n anticipated)
	c. Existing Ground Grid Resistance	N/A	
	d. Main ground grid material	4/0 Soft Dra	wn Cu
	e. Depth of main grid	18"	
	f. Crushed Rock Depth	4"	
	g. Stinger ground material	4/0 Soft Dra	wn Cu
	h. Ground rod material/size	3/4" C	u
	i. Ground rod location	Disperse	ed
	i. Grounding connections		

D.

			Tyco/AMP Wrench - Lock	All below grade
			Bolted	Fence
			Compression	Equipment and Structures
	2.	Pe	erimeter Fence	7ft plus 3 strands barbed wire, 8'-0" Total
		a.	Type	Galv. chainlink - 1/1/2" mesh
		b.	Footing	Concrete
		c.	Drive Gate	Two (2) - 20' double gate
		d.	Walk Gates	Two (2) – 4' gates
E.	Cabl	e aı	nd Raceway	
	1.	C	able	
		a.	Shielded Signal (SCADA) Cable	Yes X No
		b.	Shielded Control Cable (600 V)	Yes X No
		c.	Shielded Power Cable (600 V)	Yes NoX
		d.	Conductor/Cable and Configuration preference	4/C CT's, 7/C PT's, 12/C Control
		e.	Voltage insulation class	600 volt
		f.	Color Code	ICEA-NEC K-2
	2.	Ra	aceway	Mix of Above ground cable tray And buried conduit
		a.	Underground Conduit	
			Material	Sch 40 RGS
			Size preference	As Required
			Burial depth	12 in.

υ.	Above Grade Collduit			
	Material			and Raintight Flex
		W/	PVC Jac	cket and Ground
	Size preference		As	Required
	Grounding Bushings required	Yes _	X	No
c.	Cable Trench			
	Aluminum Above-Ground			
	Pre-Cast			
	Cast-in-place			
	Cover Material			
	Vehicular Access trench required	Yes _		No
d.	Control Building			
	Overhead Tray	Ladder Type, Galvanized		
			Steel,	No Covers
	Trench/Covers	Yes		No
	Conduit - exposed	Yes		No

		Conduit material	IMC or RGS
		Other (wireway)	As Required, Steel
F.	Stru	ctures	
	1.	Structure Type	Hot-Dipped Galvanized Steel
	2.	Steel Shapes	
		a. Wide Flange	
		b. Square Tube	X
		c. Round Tube	
		d. Other	
	3.	Steel Finish	
		a. Galvanized	X
		b. Paint (list color)	
		c. Cor-Ten	
		d. Other	
	4.	69kV Transmission Line Entry Structure	
		a. max lb./phase (working tension)	2,000
		b. max lb./OHGW	1,000
		c. Line attachment height	30'
		d. OHGW attachment height	40'
		e. Ø- Spacing	8'
		f. NESC Loading Zone	Heavy

G.	Site	Preparation		
	1.	Topography by		TBD
	2.	Access Roads	Yes	No
	3.	Type drainage		Sheet
	4.	Max slope		TBD
	5.	Surfacing material depth and size		TBD
H.	Aest	hetic Design		
	1.	List requirements of approval process and design requirements	No S	Special Requirements

SECTION 4 CONTROL & RELAYING

A.	Stud	ies	
	1.	Load Flow Study	GVEA
	2.	Fault Data	GVEA
	3.	Coordination Study	GVEA
	4.	Relay Settings	GVEA
B.	Swit	schboard Type	
	1.	Single	X
	2.	Dual	
	3.	Duplex	
C.	Syst	em Phase Rotation (CCW)	
	1.	ABC	X
	2.	ACB	
D.	Line	Protection	
	1.	Primary	SEL 421
	2.	Backup	SEL 421
	3.	Communications	Mirrored Bit via channel bank (POTT distance)
	4.	Sync Check	SEL-421
			SEL-421
	6.	Breaker Failure	SEL-421
E.	Tran	asformer Protection	
	1.	Fusing	No

	2.	Differential Relay		SI	EL 787	
	3.	Overcurrent		SI	EL 787	
	4.	Protection location		Hig	gh, Low	
F.	Bus	Protection			487E	
G.	Mete	ering				
	1.	Quantity/type				
	2.	Location				
	3.	Features				
	4.	Pulse Outputs				
	5.	Voltmeters	Analog		_ Digital	
			one w/s	switch _		
			one eac	ch Ø		
	6.	Ammeters	Analog		_ Digital	
			one w/s	switch		
			one eac	ch Ø		
Н.	SCA	DA/SER/Annunciator				
	1.	Standard RTU	Yes _	X	No	
		Points list by	GV	, Standa	ard GVEA	RTU
		Interface Rack required	Yes _	X	No _	
	2.	SER required	Yes _		_ No _	X

	3.	Annunciator required	Yes	No	X
		Type		N/A	
I.	Con	nmunications			
	Тур	e - List		SEL 3530	
J.	Digi	tal Fault Recorder		TESLA 4000	

SECTION 5 CONTROL BUILDING

A.	Buile	ding Data/Services	
	1.	Responsible party for permits	Contractor
	2.	Location	See Drawings
	3.	Control Room Size	28'x16'
	4.	Structure Type	metal
	5.	Doors	2 x Single Door (3'6"W X 7'H)
	6.	Windows	None
	7.	Storage Space	None
	8.	Battery Room	Yes No X
	9.	Toilet	No
	10.	Exterior Finish/Color	base trim
	11.	Interior Finish/Color	Off White
	12.	Floor Finish	Painted Concrete
	13.	HVAC	Yes
	14.	Fire Protection/Detection	Smoke Detector/Alarms Only
	15.	Lighting	
		a. Interior Lighting	(12) 40W 120VAC Fluorescent
		b. Exterior Lighting	(2) 60W 120VAC Fluorescent
		c. Emergency Interior Lighting	Six (6) 70W 125VDC Light w/switch
	16.	Eye Wash	Yes

B. AC Station Service

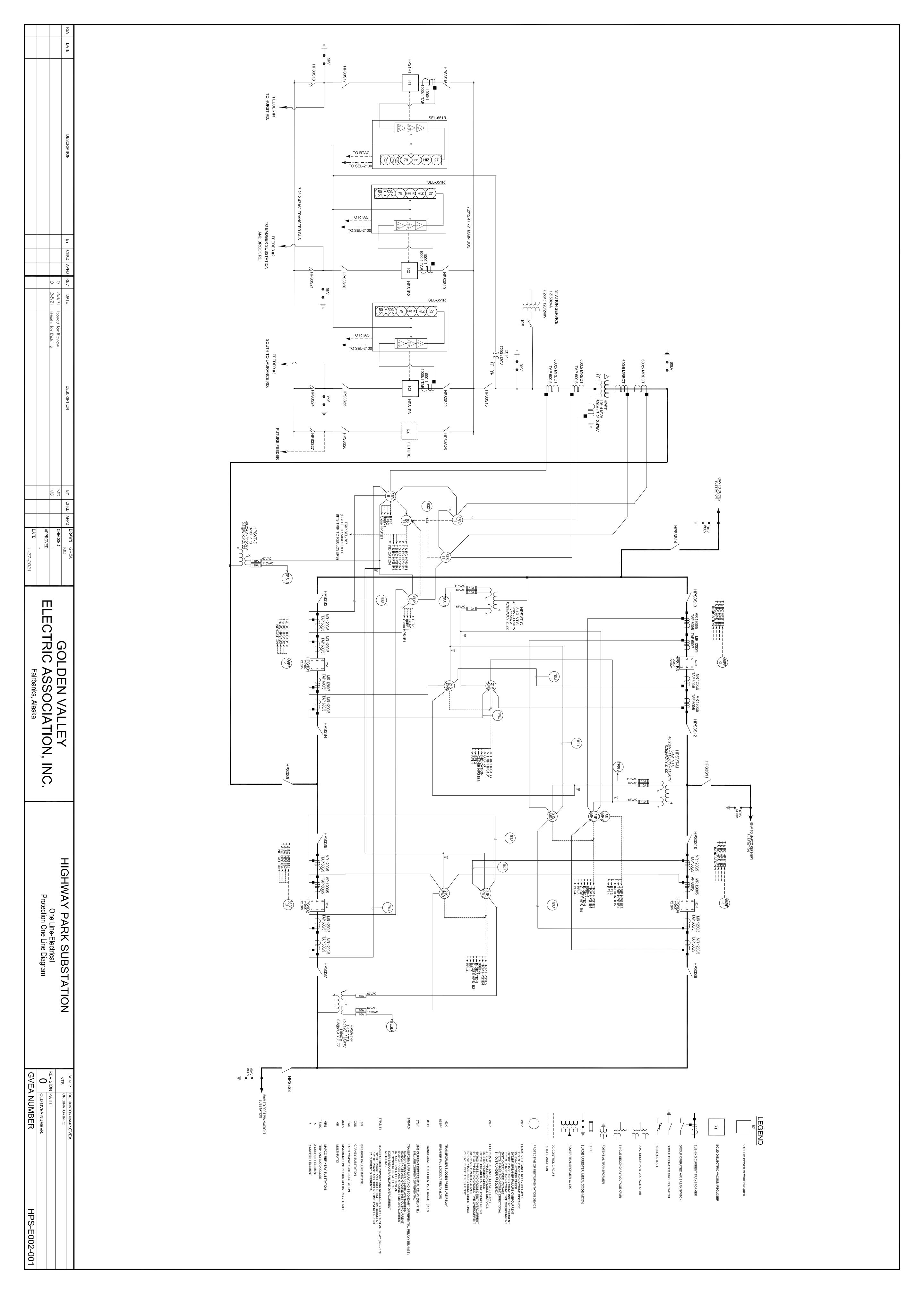
	1.	Primary AC Source/Voltage	12470:120 VAC XFMR
	2.	Backup AC Source/Voltage	NA
	3.	Station Service Transformer	1 ea 50kVA PT
	5.	Automatic Transfer Switch	No
	6.	3 Ø AC Panelboards	None
	7.	1 Ø AC Panelboards	1 x 200A
C.	DC S	Station Service	
	1.	Battery Quantity/Type	Enersys 3CC-07M
	2.	Voltage	125 VDC
	3.	No. Cells	60
	4.	Battery Chargers	LaMarche A12B-30-130V
	5.	DC Panelboards	
		Main Breaker	Yes X No
		Branch Fuses	Yes No X
		Branch Breakers	Yes X No

SECTION 6 TRANSMISSION LINE/FEEDER DATA

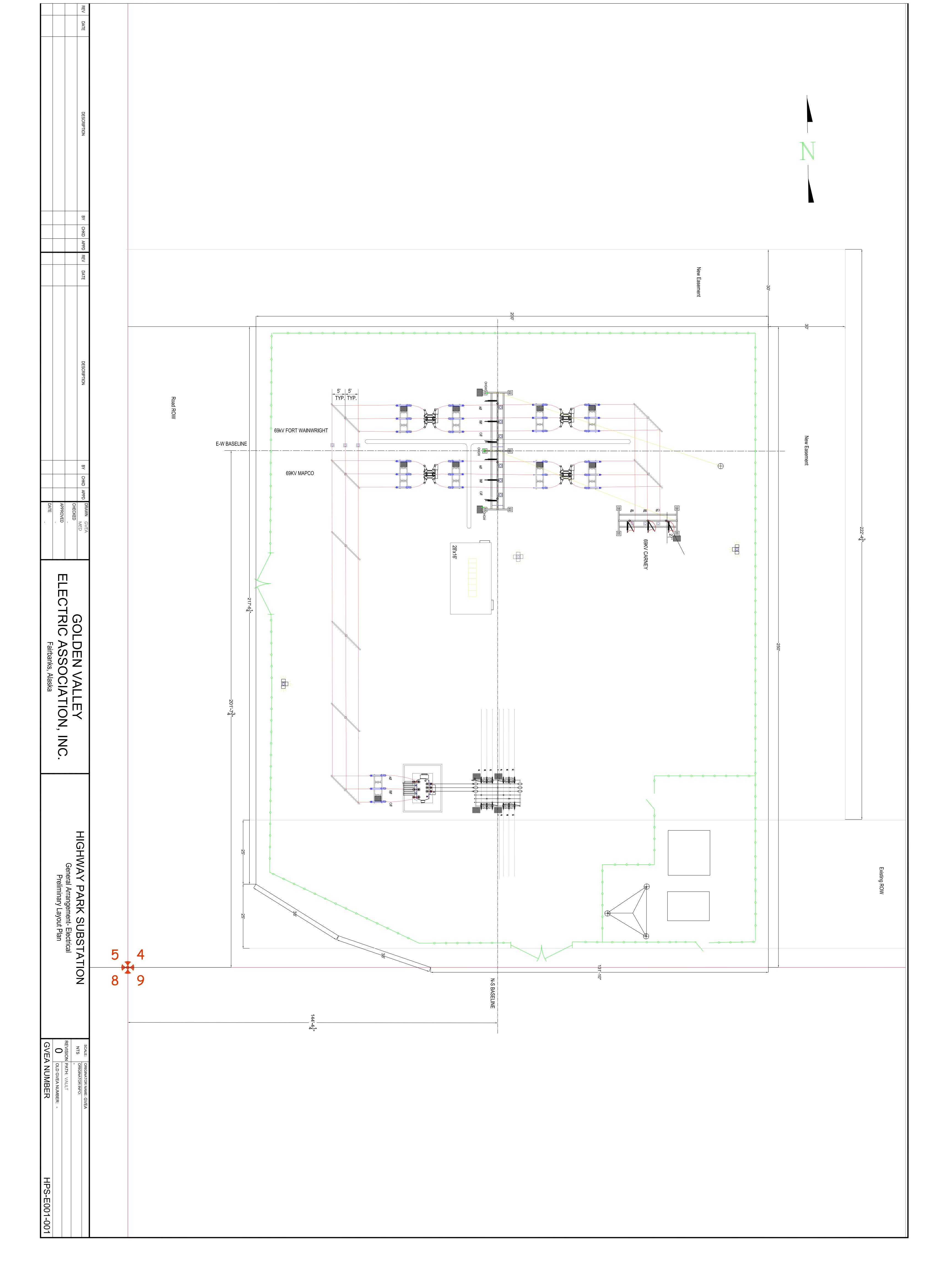
Line Name/Destination	
	69kV-Mapco Refinery
	69kV-Carney
	69kV Ft. Wainwright
Voltage/Length	
	HPS-MRS 69kV 795 Arbutus
	HPS-CNS 69kV 336.4 Linnet
Conductor Type	HPS-FWS 69kV 4/0 Penguin
	HPS-MRS 148MVA @ -40F
	HPS-CNS 57MVA @-40F
Capacity (MVA)	HPS-FWS 61MVA @-40F
Suspension Insulator type/Class	
Feeder Name/Number	
Voltage	69kV
<u> </u>	
Entry/exit	overhead X underground

SECTION 7 CADD STANDARDS

Attachment B



Attachment C



ATTACHMENT D

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 of a design for a 69kB breaker bus for the Highway Park Substation (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 # 2021-080 (hereafter referred to as RFP), and Company response dated April 23, 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 Section III Items 1 thru 8 as detailed in the RFP prior to December 1, 2021 and submit their final billing no later than December 31, 2021.
- c. Company agrees to perform the services as described in Section III(9) as required in the construction year of 2022, billing to be at the rate described in Company's Proposal
- 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.

- a. 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 #2021-080.
- 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.
- 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 assumes GVEA acceptance after 60 days.
- 7.0 Ownership. All materials resulting from the execution of this Agreement and the RFQ #2021-070, 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 E 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 E 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 E 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: EPSchachle@gvea.com

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.

Attachment E

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.