

REVISED Progressive Design-Build Agreement



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Washington, D.C.





Progressive Design-Build Agreement

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the day of **December** in the year of **2025**, by and between the following parties, for services in connection with the Project identified below:

OWNER:

Petersburg Borough dba Petersburg Municipal Power and Light
PO Box 329
Petersburg Alaska 99833

DESIGN-BUILDER:

Dawson Construction, LLC
405 32nd St., Suite 110
Bellingham, WA 98225

PROJECT:

Scow Bay Generator #2 Design Build project
329 Mitkof Highway
Petersburg Alaska 99833

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Design-Builder's Services and Responsibilities

1.1 General Services.

1.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.

1.1.2 Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

1.2 Phased Services.

1.2.1 **Phase 1 Services.** Design-Builder shall perform the services of design and engineering, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 1.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.1.1 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

1.2.2 **Phase 2 Services.** Design-Builder's Phase 2 services shall consist of the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Section 1.3.

1.3 **Proposal.** Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the construction for the Project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a Guaranteed Maximum Price (GMP).

1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

1.3.1.1 The Contract Price that may be based on a Lump Sum or Design-Builder's Fee and Cost of the Work, with an option for a GMP, which shall be the sum of:

- i Design-Builder's Fee as defined in Section 6.4.1 hereof;
- ii The estimated Cost of the Work as defined in Section 6.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.2 hereof; and
- iii If applicable, any prices established under Section 6.1.3 hereof;

1.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;

1.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

1.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

1.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

1.3.1.6 If applicable, a schedule of alternate prices;

1.3.1.7 If applicable, a schedule of unit prices;

1.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

1.3.1.9 If applicable, a Savings provision;

1.3.1.10 If applicable, Performance Incentives;

1.3.1.11 The time limit for acceptance of the Proposal;

1.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain; and

1.3.1.13 Provisions for a warranty reserve will be established in the GMP Contract Price Amendment.

1.3.2 **Review and Adjustment to Proposal.**

1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

1.3.2.2 **Acceptance of Proposal.** If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in a mutually agreed upon Contract Price Amendment to this Agreement. Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

1.3.2.3 **Failure to Accept the Proposal.** If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, then this Agreement shall be deemed completed.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The Contract Price Amendment for the Proposal accepted by Owner in accordance with Section 1.3 above.

2.1.3 This Agreement, including all exhibits (list for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the Contract Price Amendment;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.6 Exhibit B, Scope of Services; and

2.1.7 The following other documents, if any:

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal and execution of the Contract Price Amendment.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification. As part of Phase 1 Services, the parties understand that the footprint and construction materials of the building will require modification from the existing 30% design drawings to enable the

Project to meet budgetary limitations. Design-Builder is not entitled to an adjustment in Contract Price and/or Contract Time(s) hereunder for such modification(s).

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 **Owner's Limited License for Phase 1 Services and upon Project Completion and Payment in Full to Design-Builder.** The parties understand and acknowledge that no Phase 2 Services Contract Price Amendment may be issued hereunder and the Owner may instead choose to issue an Invitation To Bid for construction of the project. Accordingly, upon Owner's payment in full for Phase 1 services performed, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's construction, ownership and occupancy of the Project, regardless of who constructs the Project; and (b) transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural, engineering and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred; in the absence of any mutually agreed upon limitation, all Work Product shall be transferred. Such grant and transfer occur whether or not Phase 2 Services are performed under this Agreement. Such grant and transfer are conditioned on Owner's express understanding that any subsequent alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk, except for an alteration or addition necessary to remedy a fault or omission in the Work Product.

4.3 **Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Fifteen Thousand Dollars (\$15,000) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 **Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 **Use of Work Product Upon Early Termination.** Owner acknowledges that if the Work is terminated before completion, whether for convenience or for cause, Design-Builder may not have the opportunity to complete or finalize its Work Product. In such circumstances, if Owner elects to use or modify the Work Product, in whole or in part, Owner does so at its own discretion and assumes responsibility for decisions related to such use or modification.

Article 5

Contract Time

5.1 **Date of Commencement.** The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

5.2 **Substantial Completion and Final Completion.**

5.2.1 The completion dates for the Phase 1 Services are as set forth in Exhibit #B, attached hereto. The dates for Substantial Completion and Final Completion of the Phase 2 Services shall be set forth in the Contract Price Amendment.

5.2.2 Interim milestones see Exhibit B and Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") included in Phase 2 Services shall be achieved as set forth in the Contract Price Amendment.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 **Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 **Liquidated Damages.** LD's do not apply to Phase 1 Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by Twenty (20) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner One Thousand Dollars and No Cents (\$1,000.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. If a GMP is not established upon execution of this Agreement, the parties should consider setting liquidated damages after GMP negotiations.)

5.4.1 Design-Builder understands that if Final Completion is not achieved by the Scheduled Final Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within Twenty (20) days after the Final Completion Date,, Design-Builder shall pay to Owner One Thousand Dollars and No Cents (\$1,000.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any), or Final Completion.

5.5.1 Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be Seventy-Five Thousand_Dollars and No Cents (\$75,000.00).

5.6 **Early Completion Bonus. Not Used**

5.7 **Owner's Review Time.** The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.7.1 Owner shall have a minimum of ten (10) days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.7.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within fifteen (15) days of receipt by Owner.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder, in accordance with Article 6 of the General Conditions of Contract, on a Time and Materials basis, with a not to exceed sum of Three Hundred Seventy Nine Thousand Seven Hundred Thirty Dollars and No Cents (\$379,730.00), for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. The hourly rates to be utilized in the calculation of Time hereunder shall be those set out in paragraph 4.9 of Design-Builder's September 25, 2025, Response to Request for Proposals, included in Exhibit B. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.2 If a Contract Price Amendment is executed by the parties for performance of Phase 2 Services, Owner shall pay Design-Builder for those Services in accordance with Article 6 of the General Conditions of Contract, a contract price ("Contract Price") equal to the amount set forth in the Contract Price Amendment. If the Contract Price Amendment provides for a Contract Price equal to Design-Builder's Fee plus the Cost of the Work with a GMP, Section 6.5 hereof shall be used to determine the Cost of Work and Section 6.6 shall apply to the GMP, unless mutually agreed otherwise by the parties. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

6.1.3.1 If a Contract Price Amendment is executed by the parties for performance of Phase 2 Services that includes Heavy Move services, Owner shall pay Design-Builder, in accordance with Article 6 of the General Conditions of Contract, on a Time and Materials basis, with a not to exceed sum of Twenty Eight Thousand Seven Hundred Dollars and No Cents (\$28,700.00), for Heavy Move Services, as set out in paragraph 4.9.1.2 of Design-Builder's September 25, 2025 Response to Request for Proposals included in Exhibit B.

6.1.3.2 If a Contract Price Amendment is executed by the parties for performance of Phase 2 Services that includes Commissioning Services, Owner shall pay Design-Builder, in accordance with Article 6 of the General Conditions of Contract, on a Time and Materials basis, with a not to exceed sum of Three Hundred Fifty Nine Thousand Nine Hundred Dollars and No Cents (\$359,900.00), as set out in paragraph 4.9.1.3 of Design-Builder's September 25, 2025 Response to Request for Proposals included in Exhibit B, unless a lesser sum is negotiated between the parties.

6.2 Lump Sum. Not Used

6.3 **Markups for Changes.** Markups for Phase 1 Services, if necessary, will be negotiated by both parties. Any percentage markups for Phase 2 Services shall be established in the Contract Price Amendment.

6.4 **Design-Builder's Fee. Not used**

6.5 **Cost of the Work.**

6.5.1 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.5.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.5.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.5.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit B and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall rates listed in Exhibit B.

6.5.1.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof.

6.5.1.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.5.1.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.5.1.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.5.1.8 Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.

6.5.1.9 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-

Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.

6.5.1.10 Costs of removal of debris and waste from the Site.

6.5.1.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.

6.5.1.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.5.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.5.1.14 All fuel and utility costs incurred in the performance of the Work.

6.5.1.15 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

6.5.1.16 Legal costs, court costs, and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.5.1.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.5.1.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent

6.5.1.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.5.1.20 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property.

6.5.1.21 Accounting and data processing costs related to the Work.

6.5.1.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.5.2 **Non-Reimbursable Costs.** The following shall be excluded from the Cost of the Work:

6.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.5.1.1, 6.5.1.2, and 6.5.1.3 hereof.

6.5.2.2 Overhead and general expenses, except as provided for in Section 6.5.1 hereof, or which may be recoverable for changes to the Work.

6.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price.

6.6.1 Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

6.6.2 If the GMP identifies a Contingency amount, that amount is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

Seventy-Five percent (75%) to Design-Builder and
Twenty-Five percent (25%) to Owner

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

6.7 Allowance Items and Allowance Values. (Phase 2 Services Only)

6.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment for the Proposal.

6.7.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to

constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.7.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

6.7.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.8 Performance Incentives. Not Used

Article 7

Procedure for Payment

7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder:

7.2 Contract Price Progress Payments.

7.2.1 Design-Builder shall submit to Owner by the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.2.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2.3 If Design-Builder's Fee under a Contract Price Amendment is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.3 Retainage on Progress Payments. (Phase 2 Services Only)

7.3.1 Owner will retain five percent (5%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project.

7.3.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other

amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and one-half percent (1.5%) per month until paid.

7.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 8

Termination for Convenience

8.1 The Owner may terminate this Agreement for Convenience, pursuant to Section 11.6 of the General Conditions of Contract. Any additional provisions for payment to Design-Builder upon termination for convenience of Phase 2 Services shall be established in the Contract Price Amendment.

Article 9

Representatives of the Parties

9.1 **Owner's Representatives.**

Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract.

Stephen Giesbrecht, Borough Manager
PO Box 329
Petersburg, Alaska 99833
907-772-5402

9.1.1 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Karl Hagerman, Utility Director
PO Box 329
Petersburg, Alaska 99833
907-772-5421

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Chris Gilberto
8401 Airport Blvd.
Juneau, AK 99801
907-364-1701
cgilberto@dawson.com

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Preconstruction

Nate Katschke
8401 Airport Blvd.
Juneau, AK 99801
907-364-1749
nkatschke@dawson.com

Construction

Corey Lee
8401 Airport Blvd.
Juneau, AK 99801
907-364-1752
clee@dawson.com

Article 10

Bonds and Insurance

10.1 **Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 **Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond:

Performance Bond: Phase 2 Services only, in the amount of full contract price
Payment Bond: Phase 2 Services only, in the amount of full contract price

Article 11

Other Provisions

11.1 Other provisions are as follows:

11.1.1 Compliance with Alaska Statute AS 36.05.005 et seq. In the event that a Contract Price Amendment is executed such that Phase 2 Services are to be performed pursuant to this Agreement, the Design-Builder is responsible for compliance with Alaska Statutes 36.05.005-.110 regarding public construction contracts in Alaska, including without limitation,

11.1.1.1 Payment of State of Alaska Prevailing Wages effective as of the date of the Contract Price Amendment.

11.1.1.1 Timely filing of schedule of employees, wages paid, and other information required by the State of Alaska, Department of Labor and Workforce Development (DOLWD) (AS 36.05.040).

11.1.1.2 Timely filing of Notice of work and completion (AS 36.05.045).

11.1.1.3 Payment of all fees due DOLWD under any required DOLWD filings.

11.1.1.4 Payment of wages not less than stated in the advertised specifications and required by law, unconditionally and not less than once a week (AS 36.05.070(c)(1) and (2)).

11.1.1.5 Posting of scale of wages in a prominent and easily accessible place at the work site (AS 36.05.070(c)(3)).

Design-Builder acknowledges that Owner may withhold payments as required to comply with AS 36.05.070(c)(4). If it is determined that a laborer, mechanic, or field surveyor employed by Design-Builder or a subcontractor has been or is being paid a rate of wages less than the rate of wages required by this Agreement, the Owner may, by written notice, terminate the Design-Builder's right to proceed with the services or the part of the services for which there is a failure to pay the required wages and to prosecute the services to completion by contract or otherwise, and Design-Builder is liable to the Owner for excess costs for completing the work.

11.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Owner's Request for Proposals (including Addendums 1 & 2) dated 8/5/2025

Exhibit B – Design-Builders Proposal Submission dated 9/25/2025

Exhibit C – Insurance

Exhibit D – Clarifications

DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2022 Edition) ("General Conditions of Contract")

Contract Price Amendment, if any.

Article 12

Limitation of Liability

12.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through, or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed One Hundred percent (100%) of the Contract Price, or available insurance proceeds whichever is greater. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

Petersburg Borough dba Petersburg
Municipal Power and Light

(Name of Owner)

(Signature)

(Printed Name)

(Title)

(Date)

DESIGN-BUILDER:

Dawson Construction, LLC

(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

(Date)

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS



Petersburg Municipal Power and Light

REQUEST FOR PROPOSALS

for

Scow Bay Generator #2 Design Build Construction Project

Issued August 5, 2025

Proposals due no later than September 5, 2025 at 4:30pm AK time

By: Karl Hagerman, Utility Director
Petersburg Municipal Power and Light
PO Box 329
Petersburg, Alaska 99833
907-772-5421

Engineer: Electric Power Systems, Inc.
Jason Rowland PE; David Buss PE
2213 Jordan Ave,
Juneau, Alaska 99801

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

1.0 General Information

1.1 Purpose

Petersburg Municipal Power and Light (PMPL), the electric department of the Petersburg Borough, has procured a 3.5MW diesel generator, with ancillary equipment, to provide additional standby power to the community of Petersburg. This RFP seeks to secure a qualified and experienced design/build team to complete project design, furnish and construct a generator building and install owner furnished equipment, including the generator. The successful proposer shall commission the facility in cooperation and coordination with the owner and generator supplier.

1.2 Background

PMPL is the Petersburg Borough’s electrical utility and provides power to its customers from Blind Slough Hydro, resale of Southeast Alaska Power Agency wholesale power and via the diesel power plant in the event of system outages. Diesel generation must be adequate to supply the entire community with power in the event of an outage from the wholesale power provider. Load projection studies show that Petersburg is on the verge of inadequacy for our standby sources and must take steps to resolve this issue. As part of a multi-phase project, this Request for Proposals will seek to contract for design/build services that will complete the facility design, construct the generator building and install the generator and supporting equipment. This RFP will establish a not-to-exceed Time and Expenses price for engineering, permitting, commissioning and heavy equipment moving requirements of the project, and will require the development of a detailed construction cost estimate and construction proposal from the successful team after the 95% design documents are complete.

1.3 Questions

Any questions regarding this proposal are to be submitted to:

Karl Hagerman, Utility Director
khagerman@petersburgak.gov
907-772-5421

8:00 a.m. to 4:30 p.m. Alaska time, Monday through Friday.

1.4 Preparation Costs

The Borough shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

2.0 Rules Governing Competition

2.1 Examination of Proposals

Proposers should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the intent of the procurement, the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance period

Award of this proposal is anticipated to be announced within 30 calendar days, although all offers must be complete and irrevocable for 45 days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Vendor is publicly announced. At that time the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a clear and concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on 1) conformance to the RFP instructions; 2) responsiveness to the RFP requirements; 3) completeness and clarity of content.

2.5 Signature Requirements

All proposals must be signed. A proposal may be signed: by an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission

Three (3) hard copies of the proposal must be received by the Borough prior to the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals shall be delivered or mailed to:

Physical Address
PMPL Office
11 South Nordic Drive
Petersburg, AK 99833

Mailing Address
PMPL
PO Box 329
Petersburg, AK 99833

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

Alternatively, proposals may also be submitted via email to Karl Hagerman, Utility Director, at khagerman@petersburgak.gov prior to the date and time specified on the cover letter. If submitted via email, only one copy is required. All materials, appendices or content required by the RFP must be submitted before the deadline. Additional submittals will not be allowed after the deadline.

2.7 News Releases

News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the Borough staff member listed in Section 1.3.

2.8 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the Petersburg Borough. One copy shall be retained for the official files of the Utility and will become public record after award of the Contract.

2.9 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the Borough.

2.10 Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in any other manner, oral or written will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the Borough after the date of receipt and following oral presentations.

2.11 Late Submissions

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED ON THE COVER WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD. ELECTRONIC SUBMISSIONS AFTER THE SUBMITTAL DEADLINE WILL NOT BE CONSIDERED AND WILL BE DELETED BY THE BOROUGH.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

2.12 Rejection of Proposals

The Petersburg Borough reserves the right to reject any or all proposals if determined to be in the best interest of the Borough.

2.13 Equal Employment Opportunity Reporting Requirements

The successful proposer shall be required to execute and return such forms as may be necessary to the Equal Employment Opportunity Contract Compliance Officer in accordance with Alaska Statute and the Petersburg Municipal Code, prior to the award of a contract. Failure to complete and return the forms, or failure to meet the requirements of the Regulation, shall be grounds for not awarding a contract to that proposer.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

3.0 SCOPE OF WORK

Introduction

This scope of work section of the RFP outlines the technical specifications and performance requirements for the design, construction, and final commissioning of a powerhouse containing a single EMD 710-20 genset in Petersburg, Alaska. This installation will provide critical standby generation when existing hydropower is unavailable or otherwise out of service. The scope generally includes construction of a new pre-engineered metal building, installation of an owner furnished generator set, installation of ancillary equipment, and final successful commissioning of the new facility. Successful bidders must meet experience requirements applicable to design and installation of utility-grade power generation systems.

Supporting Documents

The following supporting documents are integral to this Scope of Work and are supplied by the Petersburg Borough:

- Site As-built Drawing
- 30% Design Drawings
- Geotechnical Report
- Owner-Furnished Equipment Drawings, Manuals, and Specification Sheets
 - EMD Generator Drawings
 - EMD Installation Guide
 - Air Compressor Specification Sheet – when available
 - Exhaust System Shop Drawings – when available
 - Remote Radiator Shop Drawings
 - 25kV padmount Switchgear Drawings
 - Transformer Specification Sheet

Site Description

The construction site is a developed located at 329 Mitkof Highway, near the Petersburg Substation and across the Mitkof Highway from the Alaska Marine Lines dock. Other facilities at the site include a maintenance shop and a standby generator module. The cleared area where the building will be constructed is actively used as a storage and pole yard.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

Petersburg is not connected to the Federal Highway system and all material and personnel must be mobilized by aircraft or marine transport.

3.1 Contractor Experience Requirements

The contractor team shall provide a written qualifications statement citing recent experience (within the past 5-10 years) completing each of the following types of work. Project references must include the name of a current contact at the reference facility.

- Heavy lift / heavy equipment moves
- Civil construction and concrete foundations
- Pre-engineered building construction
- Medium voltage generator installations
- Substation maintenance or construction
- Medium voltage switchgear design, installation and commissioning
- Generator controls installation, programming, and commissioning
- Fuel system design, installation and commissioning

Provide a resume for the qualified commissioning engineer. See commissioning section for additional details.

3.2 Owner Furnished Equipment

The following equipment will be provided by the owner and delivered to the site, with final positioning accomplished within this contract, as necessary to fulfill the design.

- Interior switchgear
- EMD 710-20 Genset rated for 5000 brake horsepower (3580 kW). The generator will be on site, set on an engineered and cured concrete pad and enclosed in a temporary protective structure. Removal of the temporary structure, salvage of structure components and supply to the Borough is included in this contract. Final generator positioning and installation of vibration isolators will be included in this contract.
- Remote Radiator
- Genset Exhaust System (turbo adapter, expansion joints, duct, silencer, and stack)
- Step-up Transformer
- Expansion Tank
- Compressed Air Starting System
- Exterior Switchgear

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

3.3 Permitting

The contractor shall be responsible for filing a building and electrical permit application with the Petersburg Borough Building Official and obtaining a State Fire Marshal permit. Permitting fees shall be paid by the contractor. Contractor to coordinate and cover all costs for a SWPPP plan if necessary.

3.4 Design and Specifications

Design and specifications for all disciplines shall be provided by the contractor’s engineer. References to the Designer of Record or “DOR” in later sections of this document refer to the contractor’s engineer. Requirements listed in the following sections are intended to provide minimum guidelines for the design-build team.

The design drawings, narrative, and specifications shall be submitted for review at 65% and 95%. If there are a significant number of comments at 95%, a 100% review package will be requested at no additional cost. All Issued for Construction (IFC) drawings must be stamped by a professional engineer registered in the State of Alaska.

Design Narrative

A design narrative must be submitted at 65% and 95% outlining key decisions incorporated by all disciplines.

Drawing Requirements

Drawings must be created on a common title block with a coordinated schedule of drawings. The drawing schedule must - at a minimum - include the following:

- Civil
 - Site Plan
 - Demolition Plan
 - Grading and drainage
 - Trenching and backfill
 - Materials specifications
- Architectural
 - Plans
 - Elevations
 - Building Sections
 - Assembly Details (Walls, Roof, Floor)

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

- Flashing Details
- Structural
 - Foundation Plan & Design Description
 - Foundation Details
 - Anchoring Details
 - Secondary Steel Details (pipe supports, etc.)
- Mechanical
 - Equipment Layout
 - Equipment Elevations (showing large bore pipe and duct)
 - P&ID Drawings
 - Cooling System
 - Fuel System
 - Starting Air System
 - HVAC Plan
 - HVAC Elevation
- Electrical
 - Site Plan
 - Demolition Plan
 - UG Conduit layout and schedule
 - 1-Line Drawing
 - 3-Line Drawings
 - DC Schematics
 - Panel Elevations
 - Control Network Diagrams

Specifications

Specifications can be submitted in CSI format, sheet specification format, or a mixture of both. Specifications must be uniformly edited to meet the requirements of all applicable codes and standards.

3.5 Submittals

The contractor must allow 10 days for the engineer to review and approve submittal packages. Provide submittals according to the submittal register. Additional submittals may be required by the contractor's design team. Additional submittals will be amended to the submittal register as they appear on DOR drawings and specification to be provided by the contractor at no cost.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

3.6 Code Requirements

The Contractor and Designer of Record (DOR) is responsible for the building design and power generator subsystems and ensuring that they meet adopted code requirements. At a minimum, the following codes and standards will be utilized in design and construction, in accordance with the most currently adopted code requirements, Alaska Amendments, and RFP requirements. DOR to verify applicable code dates and versions at the time of contract award.

- Alaska Administration Code
- ASME B31.1 Power Piping
- IBC - International Building Code
- IEEE Standards as Applicable
- IFC - International Fire Code
- IFGC - International Fuel Gas Code
- IMC - International Mechanical Code
- UPC - Uniform Plumbing Code
- NFPA - National Fire Protection Association Standards
 - NFPA 10 Portable Fire Extinguishers
 - NFPA 30 Flammable and Combustible Liquids Code
 - NFPA 37 Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines
 - NEC 70: National Electrical Code
 - NFPA 72 National Fire Alarm and Signaling Code
 - NFPA 101 Life Safety Code
 - NFPA 170 Fire Safety Symbols
 - NFPA 241 Safeguards During Construction
 - ANSI S3.41 Audible Emergency Evacuation Signals

This facility is an Electrical Power Production facility and occupancy is considered F1. Construction is considered Type VB for the purposes of code review.

For the design and at all times during construction, maintain a 30' access Public Way between the buildings at the pole yard. This includes the central drive area, access to each of the buildings, and Fire Department access to the construction site. Note that State Fire Marshal review may require review by local Fire Department for approval on access.

Maintain all code required building setbacks, which includes between buildings on the same lot to the required imaginary property lines. For this purpose, buildings also include generator enclosure.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

3.7 Civil Requirements

- Reference attached Geotech report. Provide appropriate fill and compaction of the site to accommodate new foundation loads.
- Finish grade site to maintain drainage patterns and prevent ponding. Provide positive drainage away from the building. The building roof drains back to the toe of the existing hill. Provide drainage pathway(s) away from the back of the building that will accommodate drainage and snowfall in all seasons.
- Finish floor elevation of the generator building to be 63.5 ft, as reference to the project Survey Control Point provided by RECON and shown on the Site Survey dated 06-24-24.
- Fully restore condition of road, pad, fencing, and other civil infrastructure at completion of the project.

3.8 Architectural Requirements

The contractor is required to provide a new Pre-Engineered Metal Building (PEMB) Powerhouse facility based on the 30% guide drawings provided with this RFP. This includes all sitework, utilities, structural foundation, Pre-Engineered Metal Building, cladding, insulation and finishes. It also includes all mechanical and electrical work as indicated. The DOR is responsible for final coordination of the building design and ensuring that it meets building code requirements. Provide a minimum 30-year design life in a marine shoreline environment.

Exterior Walls

Provide prefinished insulated metal panels for the wall system. Panels should be minimally 3", R21, double T&G, with 26 gauge facings and a 20 year coastal warranty on the paint finish. Exterior color to be selected by the owner from the manufacturer's standard color range. Coordinate openings and clearance areas for penetrations with the metal building manufacturer. Provide all associated flashing and trims for joints, openings, and transitions.

Interior Walls

No interior walls are required.

Doors

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

Exterior man doors must be painted insulated metal doors with thermally broken steel frames. All steel should be galvanized. All door hardware should be stainless steel including hinges. Provide panic hardware and lit exit signage at both man doors. Overhead doors should be an R17 insulated sectional door with vision panel, overhead operator motor, 2 remotes, and required safety features. Overhead doors shall be sectional in a high lift configuration that maximizes available vertical space. This will allow clearance for lighting and the overhead hoist.

Louvers

Provide prefinished metal louvers as required for exhaust fans and air intakes. At the mechanical louvers, provide sheet metal shrouds with edges reinforced to resist wind, snow, and ice loading. At the exhaust shrouds at the low end of the roof provide steel framed shed canopies over the exhaust shrouds to protect from snow and ice. The large HVAC air intake assembly shown on the drawing shall be inserted into a standard garage bay opening to allow future removal for replacement of the generator.

Roof

The roof system must be sloped in the direction indicated on the guide drawings. Minimum slope is 1:12, but may be steeper at contractor’s preference. The final roof assembly design is the contractor’s preference with the following roof systems excluded:

- Roof membrane with a parapet
- Insulated metal panels

The finished roofing product shall be warranted at the low slope indicated on the drawings and with the wind ratings for the climate zone. Provide a product with a roof warranty of 20 years, including coastal finish warranty if using prefinished metal roofing. If utilizing a membrane roofing, product should have 60 mil thickness minimum. Current IECC code calls for R49 insulation for this climate zone or R35 if it’s continuous insulation (rigid). Provide roof fascia and trim with new prefinished metal flashing. The flashing is to be multi-part coping, locking into itself and reducing the dependency on face fastened screws at the existing metal siding. Provide blocking or furring added to the roof edge to provide a solid fastening for the flashing components. Interior roof facing (ceiling) should be galvanized decking or prefinished metal. Exposed insulation or vapor retarder are not permitted.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

3.9 Structural Requirements

Building

Provide a final code-compliant specification to the PEMB manufacturer. Orient building moment frames in the direction of the generator bay. The floor plan is to be open span and interior columns are not allowed in the design.

The building layout has a number of large required openings. The PEMB will need to coordinate cross-bracing locations with the openings. This may require the use of a moment or portal frame in some areas. Specify a conventional bay door opening where the air intake assembly will be placed.

The PEMB must include crane rails, as shown on the guide drawings, for a 1 TON underslung bridge crane with a Class C rating. The purpose of the crane is for major maintenance on the generator unit. Provision and installation of the crane is listed as a bid Add-Alt.

Foundations

Foundation design is to comply with recommendations provided in the Geotechnical Report prepared by RECON, LLC.

The foundation shall consist of a reinforced cast-in-place concrete. This includes slab, shallow frost-protected footings, grade beams, and column ties as required by the PEMB manufacturer. The slab edge is to have minimum 2" 15psi rigid insulation along the perimeter face, cover with prefinished metal z-flashing. If shallow frost-protected footings are used, provide minimum 2" 25psi rigid insulation out diagonally below grade for the first 4' feet from the bottom of the foundation. Insulation should be closed-cell and protected from damage until covered. Interior slab finish shall be concrete sealer.

Structural engineer must coordinate grade beams and column ties with the equipment layout. For example, grade beams cannot pass through the generator foundation or be placed under post-installed anchor locations that may damage rebar.

Provide reinforced concrete pads outside the building as indicated on the drawings. This includes areas at all overhead doors and man doors extending 4" from the foundation. Provide steel bollards at either side of overhead doors, minimum 1'-6" away from door frame. Provide UV resistant plastic sheathing caps over bollards.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

The DOR shall complete designs for a minimum of the following foundation systems.

- Building footings and floor
- Fuel tank pad
- Transformer pad
- Radiator Pad
- Exhaust stack foundation
- Building exterior access ramps
- Bollards
- Gate Posts

The minimum floor thickness shall be 8" with a 4000 psi concrete to allow placement of heavy equipment without damage.

The owner furnished generator foundation is monolithic with a mass equivalent to the complete generator package. Provide a vibration isolation break between the generator pad and floor with a flexible sealer.

The generator exhaust system is a base mount design (not braced to the building) and will require a large concrete base to resist overturning.

Floor Coatings

Provide a hardener and sealer for the interior floor.

Equipment Anchoring

The following equipment must have anchoring details completed by a registered structural engineer

- Generator package
- Switchgear
- Transformer
- Fuel tank
- Neutral Grounding Resistor
- MCCs
- HVAC exhaust and intake assemblies
- Exhaust silencer and stack assembly

Secondary Structural Steel

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

Structural details stamped by a registered engineer in the State of Alaska will be required for the following ancillary systems:

- Structural steel pipe support system for genset cooling pipes.
- Structural steel pipe support system for genset exhaust pipes.
- Structural steel radiator frame. Bottom of the radiator shall be minimum 8' above finish floor level.

Contractor shall coordinate the engineering required between the crane manufacturer and the PEMB manufacturer.

3.10 Coatings

The following coating specification is intended to provide a minimum guideline for coating systems in marine environments. The contractor can submit an equivalent coating specification for approval. Hot-dip galvanized steel is an approved alternative for outdoor or indoor applications.

Scope

Contractor must provide and install coatings for the following surfaces:

- Pipe
- Pipe supports
- Equipment anchoring with exposed bare metal
- Uncoated equipment
- Air receivers
- Fabricated expansion tanks
- Other materials installed by Contractor that have exposed carbon steel

The painting contractor shall neatly and professionally blend and determine breaklines when transitioning from surfaces that require coatings to existing surfaces.

Stainless steel instrument tube and fittings do not require coatings.

Applied coatings must not inhibit the operation of any moving mechanical part.

HVAC ductwork that has a galvanized coating of G90 or better does not require additional coatings.

Final visual inspection of paintwork by the owner will be at project closeout. Any paint repair work caused by damage during construction must be repaired at that time.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

Coating Personnel Qualifications

Painted coatings shall be applied by an experienced firm that has knowledge, procedures and equipment necessary to provide surface preparation and application of complex protective coating systems.

Paint

Provide Moisture-Cured Urethane as manufactured by Sherwin-Williams or approved equal. Fabricator may submit an alternate paint product and installation procedure to Engineer for approval. If alternate paint product is not approved, paint shall be applied as follows.

Material

1. Base coat: Sherwin-Williams Corothane I Mio-Aluminum at 2-3 mils dry finish
2. Intermediate and finish coat: Sherwin-Williams Corothane I HS Aliphatic Finish Coat at 2-3 mils dry finish

Precoating Inspection

1. Examine substrates and conditions, with applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
2. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
3. Hard-to-reach areas: some areas may be difficult to access with hand tools for surface preparation. It is the contractor's responsibility to identify hard-to-reach areas and provide the best available coating solution at the sole cost of the contractor. Consult with the owner if the proposed solution may compromise the integrity of the coating system.
4. Proceed with coating application only after unsatisfactory conditions have been corrected.
5. Application of coating indicates acceptance of surfaces and conditions.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

Surface Preparation

1. Rusted areas: clean in accordance with SSPC SP-1 solvent cleaning. Remove as much rust as possible in accordance with SSPC SP-2 (hand tool cleaning) or SP-3 (power tool cleaning).
2. Previously painted areas: clean in accordance with SSPC SP-1 solvent cleaning. Use hand tools to remove any loose or flaking material per SSPC SP-2 or SP-3. Sand or abrade all coated areas to achieve slight profile for subsequent coat of primer. Apply a test coat to ensure that adhesion to the old paint is strong.

Application

1. Apply base coat within the same working day, or shift, immediately after prep work has been completed.
2. Follow all of the manufacturer's instructions in detail.

Quality Control and Quality Assurance

Contractor to provide and pay for 3rd party NACE inspections of exterior paintwork applied to fuel piping.

Contractor shall maintain and deliver to the engineer daily reports that include:

- Date
- Weather
- Daily activities
- Material (paint) usage
- Descriptions of surfaces coated
- Descriptions of mil thickness tests and results
- Photos organized by date

Paint Colors

Pipes

- Diesel Fuel: Yellow
- Glycol: Green
- Compressed Air: Blue

Other

- For general anchors and supports: gray color that blends with galvanized steel and concrete components.

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- Flashing: Color matched to adjacent wall

3.11 Electrical Requirements

Building Electrical

The contractor shall provide a complete building electrical design and installation that meets NEC requirements and stamped by a registered electrical engineer. The building electrical shall be sufficient to support the supply and control of the new EMD and all auxiliary equipment and shall be sized and provided with spare equipment required for a future second unit. This shall include but not limited to the following:

- Station service entrance MCC or MDP sized for installed and future equipment. The Main MCC shall provide power for all building loads including anticipated future loads (Generator MCC, HVAC, fuel system, building systems, etc.)
- Main service disconnect circuit breaker will be provided with an exterior NEMA 4X remote shunt trip switch. Shunt trip to be locable 30A disconnect switch with auxiliary contacts.
- Dedicated MCC for generator unit 1 as required for support of unit loads (pumps, fans, etc). Provide 208/120VAC for unit 1 specific equipment from the dedicated MCC.
- Provide 208/120VAC transformer and panelboards as required to support building loads.
- Provide 20% space capacity and spares beyond installed and future loads.
- Building electrical to include
 - Interior and exterior LED type fixtures with finishes suitable for the mounting environment with CRI 80 and 4000K color.
 - Interior lighting to provide 30FC average illumination operable from switches at each man-door.
 - Exit signs and emergency lighting as required by NFPA 101.
 - Outdoor lighting with 1200 lumen fixture at each man-door
 - Provide 5000 lumen fixtures at each overhead door.
 - Provide each outdoor fixture with photocell control and operable from a switch mounted inside the building.
 - Provide two each 50A welding outlet(s) with voltage per the Owner.
 - Provide 120VAC convenience receptacles as required by NEC with additional receptacles mounted near major equipment requiring maintenance, including MCC, generators, and control panels. A minimum of 6 receptacles will be required throughout the plant. With an additional exterior receptacle mounted near each man-door and overhead door.
 - Receptacles to be heavy duty industrial wet location type.

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- Provide GFCI protection for receptacles with GFCI type circuit breakers.
- Provide complete grounding and bonding system per NEC and as indicated in this spec:
 - Provide equipment grounding conductors with all circuits.
 - Provide 4/0 copper ground grid with bonding to foundation UFER ground.
 - Provide two connections to the ground ring for each generator, motor control center, and panelboards (including future equipment locations) sized per NEC.
 - Provide bonding for building structural steel and piping.
- Wiring
 - Wire and Cables: Provide wire and cables as required. All power wiring to be copper with XHHW-2 insulation.
 - All wiring to be installed in conduit utilizing underground conduits as much as possible.
 - Interior conduits to be EMT with screw type fittings at interior dry locations.
 - Provide rigid galvanized conduits at wet locations.
 - Provide Schedule 80 PVC underground with rigid galvanized or fiberglass risers.
 - All flexible conduit connections shall use liquidtight flexible metal conduits.
 - Provide approved fitting for all conduits types.

Station Service Feed Reconfiguration

- The Contractor shall design and install underground conduits and infrastructure to meet the requirements of the one-line diagram insofar as the reconfigured supply of station service power to the generation site (feeding both Generator #1 and Generator #2).
- All work, materials and supplies to meet the design of the station service reconfiguration shall be the responsibility of the Contractor.

Coordination study and ARC Flash Risk Assessment

- The contractor shall furnish short-circuit and protective device coordination studies with system model prepared using ETAP or Easypower or other approved software. The as-built model to be turned over to the Owner at project completion.

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- The contractor shall furnish an Arc Flash Risk Assessment Study per the requirements set forth in NFPA 70E-Standard for Electrical Safety in the Workplace. The arc flash risk assessment shall be performed according to the IEEE 1584 equations that are presented in NFPA 70E, Annex D.
- The scope of the studies shall include all new distribution equipment supplied by the equipment under this contract.
- Provide and install Arc Flash labels as required by NEC and NFPA 70E.

Security Cameras

The contractor shall provide an IP camera system remotely accessible via the SCADA communications infrastructure with its dedicated network switch. Camera network equipment to be expandable with provisions for eight cameras or more. The required cameras shall include at a minimum of the following:

- Provide 2(ea) interior cameras view of the generators and the main MCC/MDP.
- Provide 2(ea) exterior cameras with viewing angles as indicated by the Owner.

11kV Equipment

The contractor shall provide all medium voltage equipment required for connection of generator, switchgear, step-up transformer and station service transformer. Electrical drawings and details to be stamped by a registered electrical engineer. The supply and installation shall include but not limited to the following:

- Cable and conduit between generator and switchgear
- Cable and conduit between switchgear and step-up transformer
- Cable and conduit between switchgear and station service transformer

25kV Equipment

The contractor shall provide all medium voltage equipment required to integrate the generator into the existing electrical distribution system. Electrical drawings and details to be stamped by a registered electrical engineer. The installation shall include but not limited to the following:

- Installation of owner furnished step-up transformer including foundation, conduit, containment, etc.
- Installation of new, owner furnished 25kV padmount switchgear(G&W Viper recloser)
 - Intercept existing Scow Bay Generator 25kV cable and re-terminate on switchgear breaker #1

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- Install new EMD step-up transformer 25kV feed to breaker #2
 - Intercept existing cable to PMPL switch and re-terminate on switchgear incoming way (disconnect switch)
 - Padmount gear to include ability for remote trip, close and monitoring
- Cable and conduit meeting NEC and NESC requirements for interconnection of new 25kV equipment

3.12 Controls Requirements

Contractor shall develop a network one-line to integrate plant controls for the PMPL SCADA interface. All networkable devices shall be connected. This will include at a minimum:

- Engine control PLC
- Switchgear relays
- Switchgear meters
- Network switch
- Balance of plant PLC

The contractor shall provide design and installation of PLC's using an Emerson/GE PACSystems RX3i controller including all provisions for digital inputs/outputs, analog inputs/outputs, communication, power supplies, backplanes and other applicable features with interface to the PMPL SCADA system. The PLC programming shall be programmed with ladder logic with Proficy Machine Edition, and no part of the logic shall be locked by passwords. Where possible, field devices with control setpoints must have feedback loops back to the PLC. For example, a valve actuator would have a 4-20mA input for position control and a 4-20mA output for the feedback loop. Analog control of devices with voltage loops (ex. 0-10V damper actuator) is strictly prohibited. All communication between the PLC's and field devices shall use SRTP or Modbus TCP protocol. Twenty percent spare channels of each type of I/O shall be provided in the PLC rack.

The balance of plant (BOP) PLC shall be installed in a control panel, and monitor and control essential plant functions such as HVAC, fuel delivery, and other plant ancillary systems. Balance of plant controls shall be capable of remote monitoring and control. The BOP control panel shall include a local touchscreen HMI to monitor and control and equipment in the generator building.

The contractor shall design and install the controls integration of the owner furnished switchgear and EMD. The generator controls shall be capable of remote monitoring and control of critical engine parameters, governor control, voltage regulator control and interface with the plant SCADA system. The generator controls shall include a PLC to

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monitor and control at a minimum all engine instrumentation including but not limited to engine speed, temperatures, pressure, and fuel levels to ensure it is operating within safe parameters. Alarm and shutdown setpoints shall be adjustable in the PLC. The generator PLC shall communicate to any engine specific network device.

Network switches located in industrial enclosure shall be industrial DIN-rail mount type and include 10/100 Base T and 100 Base-FX ports as required. Twenty percent spare ports shall be provided for all network switches. Industrial switch alarm contacts shall be monitored by the PLC.

3.13 Mechanical Requirements

Fuel System

The contractor shall provide a complete and operable fuel system with the following features and requirements:

- 10,000 gallon fuel storage tank including:
 - UL Listed tank constructed by a Steel Tank Institute (STI) approved fabricator
 - Marine coating system with a 30-year warranty
 - Ground-level receiving station with local level indication, alarm, and automatic overfill prevention
 - Local and remote level alarms integrated with the plant PLC
 - The generator supply and return lines shall be separated by at least 10 feet
- Piping shall be seamless carbon steel with accessible above ground connections. Minimum pipe wall thickness shall be scheduled 80.
- Provide a solenoid anti-siphon valve rated for zero psi service on supply line
- Provide check valve anti-siphon protection on generator return line
- Piping sections isolated during normal operation shall be protected with thermal relief valves
- Flexible connections at the generator shall allow 2" movement in any direction. Protect hose flex connections with fire-resistant barriers.
- Generator supply and return connections on the fuel tank must be placed 10' apart or greater to allow for deaeration and cooling.
- Provide a minimum fuel supply piping diameter from tank to generator skid of 1.25" and a return piping diameter of 1"

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Generator Radiator Cooling

A remote radiator will be supplied as owner-furnished equipment. The contractor shall design and install all required piping, pipe supports, radiator support frame, controls, and insulation for the generator cooling system. This generator requires two cooling loops for the high and low temperature circuits.

Provisions for a commissioning strainer with two isolation valves is required in both of the circuits. Commissioning strainers shall be inserted during initial generator start-stop testing and removed before load testing begins.

HVAC System

The contractor shall design and install an HVAC system that will provide adequate ventilation for standby and generator cooling based on ASHRAE 10-Year Return Period Extreme Temperature. A maximum temperature rise of 30F is allowed within the building. The designer shall assume a combined equipment heat rejection of 2,200,000 BTUs per Hour. Supply fans must be rated for the full cooling flow rate plus the maximum combustion air rate. Supply air velocity at the exterior louver face shall be sized according to the manufacturer’s guidelines to prevent water intrusion.

Supply wall-mount VFDs for supply and exhaust fans.

A gravity emergency relief damper shall be installed to accommodate engine starts in a sealed building. Relief damper(s) must be designed to accommodate the maximum combustion air flow at a maximum 0.5" W.C.

A means must be provided for efficient cooling when the generator is in standby mode to accommodate solar heating, generator block heaters, oil heaters, and alternator heaters. Assume that the generator heaters will be operating 24/7 and will provide all necessary building heating. Operating one supply and one exhaust fan at low speed could meet this requirement with proper consideration for excess cooling and control modulation.

Supply and exhaust fans shall have independently controlled dampers with electro-mechanical actuators.

Provide a 20kW electric unit heater for emergency use during generator repairs. Heater shall be equipped with a local wall-mount thermostat for control.

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HVAC Control Points

HVAC control will be integral to operation of the generator and must be integrated with the plant PLC. Separate DDC or similar proprietary building HVAC control systems will not be approved. The following control points are required for operation:

- Building pressure (outside reference to a point 10' above roofline)
- Building temperature, located opposite the air intake unit
- Damper output and feedback loops
- VFD output and feedback loops

HVAC Control Sequence

The HVAC system will operate in a pressure compensating mode during operation of the generator. Exhaust fans will modulate based on room temperature and supply fans based on building pressure to compensate for variable cooling and combustion loads.

A separate control sequence must be developed by the designer for efficient cooling while the generator is not in operation.

Compressed Air Starting System

The major components of the compressed air starting system will be provided by the owner including the air compressor(s) and the air receiver(s). The contractor shall install the owner-furnished equipment, furnish and install all required piping. Pressure loss from the Storage vessels to the air starting motors cannot exceed 15 psi. Size piping accordingly and consider placing the receiver(s) near the starting motors.

Exhaust System

The major components of the exhaust system will be provided by the owner including the silencer / stack, duct materials, and flex connections. The contractor shall install the owner-furnished exhaust system, furnish and install all required supports, and furnish and install the insulation system.

All interior components of the exhaust system shall be insulated. The exterior silencer assembly shall be insulated to the roofline.

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Equipment Insulation

Supply of insulation materials and workmanship must be accomplished by an industrial insulator company (Insulator) that has proved experience with installing insulation and jacketing on process piping and exhaust ductwork.

Insulators are required to submit material specifications and installation methods. Insulator, with approval from the engineer, has the option of selecting materials and installation methods that can be economically applied to the project based on the following performance specifications:

1. Apply materials with the specified thickness and at locations described in the Insulation Table.
2. Jacketing materials are to be suitable for the intended application, durable, UV resistant, and installed using an industry-standard banding or wire-tie method. Insulation materials and installation shall have an expected life span of 30-years.
3. Insulation materials shall be rated Non-Combustible per NFPA Standard 220 and be shrink, mold, and mildew resistant.
4. Insulation density shall be selected as required to prevent deformation or compression of the insulation over the life of the materials.
5. Jacketing applied outdoors shall be installed and sealed in a manner that prevents water intrusion into the insulation and will not degrade or deform when exposed to rain, snow, UV, and wind.
6. The temperature rating listed in the Insulation Table defines the hot boundary wall. Layers of insulation with varying degrees of heat resistance are permitted with approval from the Engineer.
7. Jacketing shall completely cover the insulation materials.
8. Insulation and jacketing shall be cut to fit tightly around pipe supports, line taps, and other structural members, with no visible gaps exposing the pipe wall.
9. The minimum equivalent R value of the combined insulation system shall be 3.0 $\text{hr}^{\circ}\text{F}\cdot\text{ft}^2/\text{BTU}$ per inch.
10. Configure insulation on the elbow and flex above the turbochargers to allow removal of the elbow and flex for maintenance.

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| Insulation Table | | | |
|---|-------------------|-----------------------------------|---|
| Location | Nominal Thickness | Temperature Rating at Hot Surface | Insulation Jacket Type |
| Interior exhaust ducts | 4" | 1200F | Blanket type: Silicone Impregnated fiberglass outer, wire-mesh inner wrap |
| Exterior exhaust ducts from building exterior wall to inlet of silencer | 4" | 1200F | Blanket type: Silicone Impregnated fiberglass outer, wire-mesh inner wrap |
| Interior Engine Coolant Piping | 2" | 250F | Aluminum or PVC |

3.14 Fire System Requirements

Provide a fire detection and alarm system as required by International Building Code. Fire systems shall be approved and permitted by the local authority having jurisdiction. The alarm system shall include a notifier capable of auto dialing programmable numbers. Relay contacts shall be provided for integration with the plant PLC.

3.15 Commissioning and System Integration

Contractor is required to complete commissioning of the generator, switchgear, ancillary equipment, and building. Commissioning will be completed in three phases including point I/O checks, Pre-Functional Testing Checklists (PFTCs), and Functional Performance Testing (FPTs). Record keeping of commissioning checklists will be required for daily signoff by the owners' commissioning representative. Contractor shall maintain an active redline drawing set onsite where any changes to wire terminations or other physical modifications are noted during point I/O checks or

Commissioning will require the presence of the following individuals:

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- Contractor’s commissioning engineer
- Owner’s commissioning representative
- Electrical and mechanical craft (typical one electrical, one mechanical)
- Marine Systems, Inc technician for generator startup

Commissioning is not allowed to begin until all onsite construction is complete including finish work and site cleanup.

Coordination and Oversight

The final commissioning plan and final facility drawings must be completed and approved prior to commencement of commissioning activities. The owner will have a representative onsite during commissioning that will have final authority to approve daily activities. Contractor shall initiate a daily meeting with the owner’s representative and utility operators to outline upcoming tasks, discuss testing that might impact the utility, and confirm contingency plans if there is an unexpected issue.

Commissioning Plan Requirements

The commissioning plan must be created and executed by a qualified company with at least 7 years of experience with medium and high voltage power generation commissioning.

Piecemeal or partial commissioning plans will not be accepted. An example of a piecemeal plan would be a compilation of commissioning procedures from equipment suppliers without integrated system testing.

Point I/O Checks

Point I/O checks require manually tracing all control wiring to confirm termination per the design drawing and to manually verify I/O from the control and field devices. This phase will require a complete and coordinated set of facility drawings to be produced and available onsite. These checks must be done with the electrical craft, commissioning engineer, and control’s programmer working together.

Pre-Functional Testing Checklists (PFTCs)

PFTCs will be required for all electrical and mechanical equipment based on a comprehensive list created and maintained by the contractor. These checks are required

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to confirm the basic functionality and calibration of each device. PFTCs can be created from manufacturer’s startup guidelines in some instances. During this phase, control integration with field devices must be confirmed. This is typically completed through manually initiating setpoints in the PLC and observing feedback loops and physical characteristics.

Device calibration is typically completed by comparing values between the device readout, a known value (calibrated test instrument for example), and the value at the remote control device. Requirements will vary depending on the devices, however a logical set of steps or plan must be created for each device to verify calibration within the manufacturer’s stated range.

Functional Performance Testing

FPT checklists must be organized to sequentially test subsystems, confirming that each sub-system is safe and operable. When all subsystems are tested, the generation system can be brought online for load testing and final checklists.

Functional performance testing is complete when the generator and subsystems are 100% operational, and all checklists, redlined drawings, and other commissioning documentation has been turned over to the Owner.

Owner Support of Commissioning

The owner will supply the following to support commissioning by the contractor:

- All necessary generator consumables for testing
- Station service power
- Utility coordination for online testing
- Manufacturer’s support for generator startup

3.16 Project Closeout Documentation

Provide the following documentation at project closeout:

- Comprehensive equipment list
- Equipment O&M manuals organized by tag number in a pdf binder
- Record drawings with all contractor redlines incorporated into a pdf binder.
- As-left settings files for all equipment for the generator and field devices.
- All punch-list items must completed to the satisfaction of the owner.

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4.0 – Proposal and Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed ten (10) pages in length (excluding letter of transmittal, resumes, title page(s), index/table of contents, attachments, dividers or D/WBE forms if required). Information in excess of those allowed will not be evaluated/scored. One page shall be interpreted as one side of single lined, typed, 8 1/2" X 11", piece of paper.

4.1 Title Page

Show the RFP title, the name of your company, address, telephone number(s), name of contact person, and date.

4.2 Table of Contents

Clearly identify the materials by section and page number.

4.3 Letter of Transmittal (Limited to one (1) page.)

4.3.1 Briefly state your company's understanding of the project scope and make a positive commitment to provide the services as specified. Any exceptions to the specifications shall be clearly stated.

4.3.2 Give the name(s) of the person(s) who are authorized to make representations for your company, their titles, address, and telephone numbers.

4.3.3 The letter must be signed by a corporate officer or other individual who has the authority to bind the company.

4.4 Contractor Experience

Provide project experience certification, project references and team member resumes as stated in Sections 3.1, 3.5, 3.11 and 3.16.

4.5 Designer of Record

Provide detailed information on the qualifications and experience of the Alaska licensed Engineer that is proposed to be the Designer of Record and meets the requirements of Section 3.5. Include references including contact name(s) and telephone number(s) for three (3) similar projects.

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4.6 Available Resources

Provide information on resources available to your company, which indicates that you have access to the personnel, equipment, supplies, tools, parts and services necessary to successfully supply the specified engineering and construction services, and specifically concerning the positioning of the generator in its final position.

4.7 Contractor’s Location

Describe the company’s location in relation to Petersburg, Alaska, and the ability to meet in person with Borough personnel when required during the performance of the contract and within the warranty period.

4.8 Project Plan

Provide detailed information on the company’s plan to successfully provide the specified engineering and project construction as identified in Section 3. Describe overall approach to include any special considerations, which may be envisioned. This would include, but not limited to, scoping, engineering, permitting, construction estimation, procurement, construction and commissioning. Note any expectations of PMPL staff assistance, contingency plans for unanticipated supply chain delays, etc.

4.9 Cost/Fee Schedule

4.9.1 Provide a broken-out cost list that culminates in a not-to-exceed cost to supply all services required in Section 3. The cost list should include:

4.9.1.1 Engineering Proposal: Time and expenses, not-to-exceed price to advance design from 30% to 95% as noted in section 3, including all permitting required. Provide breakout of anticipated hours, staffing, staff rates, any markups and other expense assumptions.

4.9.1.2 Heavy Move Proposal. Time and expenses, not-to-exceed price to move owner furnished equipment, including the generator, into final position. Provide breakout of anticipated hours, staffing, staff rates, any markups and other expense assumptions.

4.9.1.3 Commissioning Proposal. Time and expenses, not-to-exceed price to supply Commissioning Engineer and complete commissioning per Section 3.16. Provide breakout of anticipated hours, staffing, staff rates, any markups and other expense assumptions.

4.9.2 Total T&E not-to-exceed price for items 4.9.1.1 – 4.9.1.3. (Do not include the construction cost estimate based on the 30% design)

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4.9.3 Preliminary Construction Estimate, lump sum based on the supplied 30% drawings. This preliminary estimate is not to be included in the Proposal’s Lump Sum noted in section 4.9.2 and will not be used in evaluating the award of the contract. A contract modification for construction services, materials and equipment will be negotiated and incorporated into the Contract after 95% design has been achieved.

4.10 Schedule

- Provide a detailed schedule demonstrating the ability of the company to meet the project plan in a timely manner, including:
 - Commencement and completion of engineering services to meet milestones of 65% and 95% design documents.
 - Permitting completion.
 - Anticipated negotiation period for the construction services contract modification.
 - Mobilization and commencement of construction services.
 - Substantial completion.
 - Commissioning commencement and completion.
 - Final completion.
 - Any other major milestone identified by the Proposer.

5.0 - Evaluation Criteria and Process

5.1 Criteria

The criteria to consider during evaluations, and the associated point values, are as follow

| | |
|--------------------------|------------------|
| 1. Contractor Experience | 40 points |
| 2. Designer of Record | 25 points |
| 3. Available Resources | 15 points |
| 4. Project Plan | 15 points |
| 5. Cost | 40 points |
| <u>6. Schedule</u> | <u>40 points</u> |
| Total Points Available | 175 points |

5.2 Qualitative Rating Factor

Firms will be ranked using the following qualitative rating factors for each RFP criteria:

- 1.0 Outstanding
- .8 Excellent

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

.6 Good
.4 Fair
.2 Poor
-0- Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

EXAMPLE: For the evaluation of the experience factor, if the evaluator feels the response as provided was “Good” they would assign a “qualitative rating factor” of .6 for that criterion. The final score for that criterion would be determined by multiplying the qualitative rating factor of .6 by the maximum points available (30) and the resulting score of 18 would be assigned to the experience factor. This process would be repeated for each criterion.

5.3 Evaluation Process

A committee of individuals representing the Petersburg Borough will perform evaluation of the proposal. The committee will rank the proposal as submitted. The Petersburg Borough reserves the right to award a contract solely on the written proposal.

If required, interviews may be scheduled with the proposers to clarify any information provided in the written proposal.

6.0 – Selection Process

The Proposer with the highest total evaluation points may be invited to enter into a contract with the Petersburg Borough. If a contract is not achieved, the second highest Proposer may be contacted for the Work. This process may continue until a Vendor is hired. The Petersburg Borough reserves the right to reject any and all proposals submitted.

7.0 – Minimum Mandatory Insurance Provisions

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the mandatory insurance provisions below. The successful Proposer shall be required to provide a Certificate of Insurance meeting all required policies and provisions prior to packaging and shipping of equipment to the Petersburg, Alaska.

If the Proposer takes exception to any insurance provision, they must clearly state the exception in their proposal. Failure to provide required insurance coverage

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may result in cancellation of the purchase and award to the next highest ranked proposer.

Minimum Insurance requirements:

The Contractor shall maintain this insurance until the Final Acceptance Date of the work. The Contractor shall file with the Borough, as verification of insurance, a certificate of insurance showing the type and amounts of insurance, the policy number, and expiration date. The certificate must be signed by an authorized representative of the insurance company. Each certificate of insurance shall state that the insurance company will provide not less than twenty (20) days written notice to the Petersburg Borough of any material change, cancellation, or non-renewal of the insurance policies.

All General Liability and Automobile Liability insurance policies required under this Article shall name the Petersburg Borough as an additional insured for the purposes of this Project and shall contain a waiver of subrogation against the Borough.

The Contractor shall provide the following types of insurance:

| <u>Workers' Compensation</u> | <u>Minimum Limits</u> |
|--|---|
| Employer's Liability and Worker's Compensation as required by Alaska State Workers Compensation Statutes. | \$500,000 |
| <u>Commercial General Liability</u> | <u>Minimum Limits</u> |
| Bodily Injury and Property Damage Liability Premises Operations including explosion, Collapse and underground; Products and Complete Operations; Broad Form Property Damage; Blanket Contractual; Personal Injury Owner's/Contractor's Protection | \$1,000,000 Combined Limit Each Occurrence and \$2,000,000 Aggregate |
| <u>Commercial Automobile Liability</u> | <u>Minimum Limits</u> |
| Bodily Injury and Property Damage, including all owned, hired and non-owned automobiles | \$1,000,000 Combined Limit per Accident |

End of Request for Proposals

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

Scow Bay Generator #2 Design Build RFP – Addendum #1

PMPL Scow Bay Generator #2 Design Build RFP

Addendum No. 1

Petersburg Borough
PO Box 329
Petersburg AK 99833

August 27, 2025

This addendum provides a Non-collusion Affidavit, changes the deadline for proposal submission and responds to various questions posed by RFP holders. Content of this addendum shall modify the intent, or specifications, of the RFP as noted. However, unless specifically altered by a written addendum, all specifications, terms and conditions and requirements of the RFP shall remain unchanged.

Questions related to the RFP or any addenda may be posed to Karl Hagerman, Utility Director, at khagerman@petersburgak.gov or 907-772-5421.

ADDITIONAL DOCUMENT REQUIRED: A Non-collusion Affidavit is attached to this addendum and must be signed, notarized and returned with the proposal. Failure to include the affidavit may result in rejection of the proposal.

SUBMISSION DEADLINE CHANGED: All proposal submissions shall be submitted not later than 3:30pm on September 5, 2025. This is a one-hour change to the original submission deadline.

Question #1: Are union bids required?

Response #1: No. Union membership is not required to respond to this solicitation. However, as required by law, prevailing wages during the construction phase will be required of the contracting team.

Question #2: What is the anticipated cost range of this contract?

Response #2: The initial cost range of the engineering phase of the design build process is estimated to be between \$200,000 - \$300,000. No range is given for the overall project due to variability in design approaches when starting with a 30% design in the RFP. The overall contract will be subject to negotiation of the construction amendment.

Question #3: Is the site as-built drawing included in the RFP?

Response #3: Yes, please refer to the Geotechnical Report, Attachment A, to view the site as-built.

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Scow Bay Generator #2 Design Build RFP – Addendum #1

Question #4: What entity is responsible for Builder’s Risk Insurance?

Response #4: The Owner will procure Builder’s Risk Insurance once a construction amendment has been negotiated.

Question #5: What is expectation of installation and commissioning support from equipment and generator suppliers to the Borough, specifically in terms of the heavy lift requirements?

Response #5: The generator vendor will supply technicians to assemble the generator skid, test, and assist the contractor with commissioning of the generator. The generator vendor will not assist with assembly, interconnection, or commissioning of controls and ancillary systems that are not physically mounted on the generator skid.

The concrete generator pad (but not the complete floor slab of the building) will be supplied by the Borough. The generator will be sited/stored on the generator pad during the winter of 2025/2026 and protected by a temporary heated structure. The construction contractor will salvage the temporary protective structure and supply it to the Borough. The final steel building will be erected with the generator in place. Heavy lifting for positioning of the generator, radiator, exhaust and fuel tank is anticipated to be required of the construction contractor. Anchor bolts for the generator will be installed by contractor, requiring lifting or moving the generator sufficiently to drill and install epoxy anchors.

Contractor will be responsible for commissioning switchgear and all generator ancillary equipment and systems.

Question #6: Are Insulated Metal Panels (IMP’s) acceptable for the final roof design?

Response #6: While the RFP states that IMP’s are excluded from use for the roof of the structure, they will be allowed only if the final design retains the 30% design aspect of no roof penetrations.

Question #7: Can you explain what features are included in the “air supply module” called out in the plans?

Response #7: The air supply module is a framed air intake louver, filter, bank, and fan units to allow for sufficient air to be drawn into the building for generator air supply purposes and HVAC considerations.

Question #8: Can the Borough provide estimated delivery timelines for all OFE?

Response #8: Timelines are approximate and can change depending on many factors.

- **Generator** - Arriving on site week of August 25, 2025. The Borough is arranging for the heavy move to the generator concrete pad and will erect the temporary protective building for the winter.
- **Air Compressor** – This has been awarded and the vendor was anticipating delivery in late October 2025.
- **Exhaust System** - This has been awarded and the vendor was anticipating delivery in late October 2025.
- **Remote Radiator** - This has been awarded and the vendor was anticipating delivery in late October 2025.

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

Scow Bay Generator #2 Design Build RFP – Addendum #1

- **25kV padmount Switchgear** - This has been ordered. Lead time puts delivery in June of 2026.
- **Step -up Transformer** - Awarded and working through submittals in order to start production. If production starts in August, which it should, delivery would be in late March 2026.
- **Interior 11kV switchgear** –The Borough is currently accepting bids for this equipment until September 25, 2025. Likely delivery if all goes well with award, will be August of 2026.

Important! This addendum forms a part of the original Request for Proposal documents. It is requested that all recipients of the Scow Bay Generator #2 Design Build RFP sign and return this addenda by email to the Petersburg Municipal Power and Light at khagerman@petersburgak.gov OR sign and submit concurrently with their Proposal to acknowledge understanding of the modifications to the RFP. **Failure to submit a signed copy of addenda may result in rejection of the Proposal.**

Acknowledgment of Addendum #1:



Signature

9/25/25

Date

Dawson Construction, LLC

Company

~End of Addendum #1~

EXHIBIT A – OWNER’S REQUEST FOR PROPOSALS

Scow Bay Generator #2 Design Build RFP – Addendum #2

PMPL Scow Bay Generator #2 Design Build RFP

Addendum No. 2

Petersburg Borough
PO Box 329
Petersburg AK 99833

August 28, 2025

This addendum extends the solicitation period and changes the proposal deadline. Unless specifically altered by a written addendum, all specifications, terms and conditions and requirements of the original RFP shall remain unchanged.

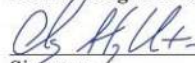
Questions related to the RFP or any addenda may be posed to Karl Hagerman, Utility Director, at khagerman@petersburgak.gov or 907-772-5421.

SUBMISSION DEADLINE CHANGED:

All proposal submissions shall be submitted not later than 10:00am on September 25, 2025.

Important! This addendum forms a part of the original Request for Proposal documents. It is requested that all recipients of the Scow Bay Generator #2 Design Build RFP sign and return this addenda by email to the Petersburg Municipal Power and Light at khagerman@petersburgak.gov OR sign and submit concurrently with their Proposal to acknowledge understanding of the modifications to the RFP. **Failure to submit a signed copy of addenda may result in rejection of the Proposal.**

Acknowledgment of Addendum #2:


Signature

9/25/25
Date

Dawson Construction, LLC
Company

~End of Addendum #2~

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION



Dawson

REQUEST FOR PROPOSALS SCOW BAY GENERATOR 2 DESIGN BUILD CONSTRUCTION PROJECT

DAWSON CONSTRUCTION, LLC
8401 AIRPORT BLVD.
JUNEAU, AK 99801

CONTACT:
CHRIS GILBERTO, 907.364.1701

SEPTEMBER 25, 2025



EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

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EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

4.3 LETTER OF TRANSMITTAL



Karl Hagerman, Utility Director
Petersburg Municipal Power and Light
PO Box 329
Petersburg, Alaska 99833

RE: Scow Bay Generator #2 Design Build Construction Project

Dear Mr. Hagerman,

Enhancing Petersburg's standby power capabilities is critically important, and we are committed to providing the full scope of services as specified in the Request for Proposals. We have no exceptions to the specifications and affirm our commitment to delivering a comprehensive, efficient, and high-quality solution.

Our approach to the design, construction, and commissioning of the generator building and installation of the owner-furnished equipment is outlined in our proposal. Together with our design and construction partners at EPS/EPC, we bring the specialized expertise necessary for projects of this nature. EPS provides robust and efficient design solutions tailored to withstand Alaska's climate and seismic challenges, while EPC offers technical expertise in system installation and operations.

As a long-standing Southeast Alaska contractor, Dawson is built on relationships, integrity, and excellence. Our continuous presence in Petersburg since 2023 has allowed us to establish strong connections with the local businesses and community. We are proud of our history in the region and look forward to continuing to contribute to Petersburg's growth and resiliency.

In accordance with RFP Section 4.3.2, the following individuals are authorized to make representations on behalf of Dawson Construction:

- Nate Katschke, Sr. Project Manager – nkatschke@dawson.com; 360.325.5912
- Corey Lee, Project Manager – clee@dawson.com; 360.961.8683

We are enthusiastic about the opportunity to partner with Petersburg Municipal Power and Light on this vital project and are confident in our team's expertise and ability to deliver the design and installation of the standby generator for the community of Petersburg.

Sincerely,

Chris Gilberto
Vice President, Alaska Operations
Dawson Construction, LLC

8401 Airport Blvd. / Juneau, AK 99801 / 907-780-1500 www.dawson.com

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

4.4 CONTRACTOR EXPERIENCE

PROJECT EXPERIENCE CERTIFICATION, PROJECT REFERENCES, TEAM MEMBER RESUMES

Dawson Construction, LLC

LEGACY Dawson's legacy spans four generations, beginning in 1950 when Jack Dawson joined his father as a jobsite laborer on projects across Southeast Alaska. In 1967, Jack founded Dawson Construction Company, serving Southeast Alaska.

EMPLOYEE-OWNED Today, as an employee-owned company, we continue to deliver the highest level of service at the most competitive costs, leveraging our deep-rooted local relationships and market knowledge to meet the unique needs of our communities.

CONTINUOUS IMPROVEMENT We believe in continuous improvement and strive to build highly successful projects for our clients, partners, and communities. Distinguished in the construction industry by providing exceptional value, we specialize in industrial and infrastructure, health care, education, government, and residential multi-family projects.

COASTAL ALASKA We have worked in 30 Coastal Alaska communities, providing us with an innate understanding of the unique conditions, logistics, and challenges of building in the region. This knowledge provides our clients with predictability and cost-saving solutions.

ALTERNATIVE CONTRACT DELIVERY Dawson has extensive experience in alternative contract delivery methods, having completed over \$2 Billion in alternative contract projects. Our projects are divided into 65% negotiated/best-value contracts and 35% competitive bids. This balance ensures exceptional service while maintaining competitive pricing.



Hoonah Waste Water Treatment Plant

Dawson is partnering with **Electric Power Systems, Inc. (EPS)** to perform this project. EPS is a full-service multidisciplinary consulting engineering firm founded in 1996 as a "local one-stop shop" to meet the needs of Alaska's electric utilities and rural power system operators of all kinds. Their electrical, mechanical, civil, structural, SCADA and control system engineers provide engineering, design, and construction administration services throughout Alaska with the support of experienced technicians, project administrators, and other support staff from offices in Anchorage, Fairbanks, Juneau, and Palmer.

Overall, EPS and EPC employ over 120 staff focused on meeting the needs of Alaska's electrical utility owners and operators. EPS has been working with utility clients to provide robust and efficient design solutions created to withstand our climate and seismic challenges that also support future growth, while EPC provides the technical expertise to install and operate these systems.

EPS' work is comprehensive, from initial studies and planning to the design and construction of every part of a functioning utility system, from initial power generation to final distribution, including control, automation, emergency/standby generation, and integration. EPS also regularly provides testing, troubleshooting, and on call emergency response services by both their electricians and engineers.

EPS' sister company, **Electric Power Constructors (EPC)**, an Alaskan-owned company established in 1997, provides comprehensive electrical construction, maintenance, repair, specialized equipment testing, and commissioning services for utility and commercial clients. Serving statewide, EPC specializes in electrical generation, high-voltage line and substation construction, and line maintenance often performed in remote and challenging environments.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

DAWSON PROJECT EXPERIENCE

BLIND SLOUGH HYDROELECTRIC FACILITY

This project scope included refurbishment and repair to the Blind Slough Hydroelectric facility located south of the City of Petersburg, Alaska. The existing project consists of a dam (which impounds the Crystal Lake Reservoir), a 4,600-foot-long penstock and a powerhouse with a single 2.1 MW turbine-generator unit.

Contact: Karl Hagerman, (907) 772-5421



INDIAN RIVER HYDROELECTRIC PROJECT

New construction of a concrete diversion structure located at the head of Falls 4 at an elevation of 126 feet, co-located with an existing vertical slot fish pass, and an intake structure utilizing an inclined plate overflow screen (coanda-type screen) intake to screen water from the creek and admit it to the project penstock. The project is located in Tenakee Springs on Indian River, and is on a combination of city and state land, with access from tidewater via a US Forest Service logging road.

Contact: John Wiesenbaugh, (907) 736-2207



WHITMAN LAKE HYDROELECTRIC PROJECT

Dawson was hired by Ketchikan Public Utilities to install a 4.6 MW hydroelectric dam on the existing non-powered dam at Whitman Lake to provide power to the communities of Ketchikan, Petersburg, and Wrangell. The project will produce 16,000 MWH/year and displace 1.2 million gallons of diesel fuel annually. The project also involved replacing a penstock from the Whitman Lake Hatchery and creating a diversion from Achilles Creek to Whitman Lake. The project was split into two phases, the first involving the construction of a new 2,400 square foot powerhouse, a switchyard, powerhouse crane, hatchery head tank, intake and valve house, and ½ mile of new pipe line for water supply to the new powerhouse. The second phase involved creating a new access road and bridge up to Achilles creek where a dam and reservoir was built. New water lines were tied into the lines from phase one to increase the water supply at the powerhouse. Contact: Jennifer Holstrom, (907) 228-4733



AML FORKLIFT FACILITY

New construction of a pre-engineered metal building (PEMB) equipped with overhead crane for AML in Juneau to serve as a maintenance and repair facility to house a 34-foot bull forklift.

Contacts: Larry Peek lhpeek6001@gmail.com,
and Rod DeWalt dewalt@lynden.com



D SCOW BAY GENERATOR 2 DESIGN BUILD CONSTRUCTION PROJECT

4.4 CONTRACTOR EXPERIENCE 2

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

DAWSON PROJECT TEAM RESUMES

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Nate Katschke

SR. PROJECT MANAGER AND PRECONSTRUCTION MANAGER

Nate has 20+ years of leadership experience with more than 10 years in the construction industry. He is skilled in estimating, problem-solving, and guiding teams to deliver projects on time and within budget. Nate is known for building strong relationships with customers and collaborators, and for bringing clarity and solutions to complex challenges.

Nate thrives on working with diverse teams, aligning stakeholders around a shared vision, and ensuring quality outcomes that exceed expectations. With a deep background in preconstruction and estimating, Nate brings both strategic foresight and practical execution to every project.

11 YEARS EXPERIENCE

EDUCATION

Construction Management
Brigham Young University
Provo, UT

CERTIFICATIONS

30-Hour OSHA Training in
Construction Safety & Health

REFERENCES

Katrina Hoffman
Prince William Sound Science
Center, Cordova
907.424.5800

Jim Gillian
Ketchikan Indian Community
907.228.9207

Scott Veerman
NorthForm Architecture
907.339.9200

PROJECT EXPERIENCE

Petersburg Blind Slough Hydroelectric Project Refurbish and repair the Blind Slough Hydroelectric Project. The Blind Slough Hydroelectric Project is an existing hydroelectric facility located south of the City of Petersburg, Alaska. The existing project consists of a dam (which impounds the Crystal Lake Reservoir), a 4,600-foot-long penstock and a powerhouse with a single 2.1 MW turbine-generator unit.

SEARHC Vintage Park Dental Building Design and Construction of a new 3-story 19,000 SF dental facility in Juneau, AK. This Design-build project required coordination with the design-build team, the client, and client vendors/consultants. This project is currently under construction with an estimated completion of January 2027.

Prince William Sound Science Center Construction of the new Prince William Sound Science Center including a welcoming lobby, exhibit space, administrative space, teaching spaces, laboratories, future build-out space, and a heated warehouse for storage and maintenance. The design-build project involves site development, construction of the 23,500 sf main building. Phase 2 included the construction and installation of a seawater intake system for heating the new facility and scientific research and educational purposes.

Hoonah Sewage Lagoon Improvements Improvements of existing sewage lagoon including: remove and replace pond liner, remove and replace fence, regrade pond, clear and grub ponds and area within new fence line, remove and replace existing concrete pads and overflow ditch.

Kodiak Workforce Housing Construction of a new 16-unit, 2-story temporary workforce housing complex for Providence St. Joseph Health. Project includes site development - clearing, water, sewer, and electrical utilities to site. Grading and paving of a parking lot. Installation of light poles at the parking lot. New building to be modular construction sitting on a crawlspace foundation. Roof trusses, shingles, and siding to be installed on site. Wood stairs and deck to be constructed on site.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION



Corey Lee
PROJECT MANAGER

Corey brings nearly two decades of industry expertise to Dawson, with a proven track record of leading complex infrastructure projects, including both over-water and in-water construction, through all phases of preconstruction and construction. He excels at focusing on the big picture, ensuring that project goals and budgets are aligned while delivering successful outcomes. Corey has extensive experience in procurement, scheduling, and estimating, which allows him to manage resources effectively and maintain project timelines. His detail-oriented approach, combined with heightened communication skills, ensures that all stakeholders are kept informed, and any challenges are addressed proactively. Known for his solution-based mindset, Corey consistently finds innovative ways to overcome obstacles, ensuring projects stay on track. His leadership and ability to manage multifaceted projects makes him an extremely valuable team member.

19 YEARS EXPERIENCE

EDUCATION

Washington Polytechnic
Institute: Civil Engineering (2-
Year Program)

Army Learning Institute:
Logistic and Contract
Management

CERTIFICATIONS

Primavera Scheduling (P6)
Certified

REFERENCES

Scott Wilson
Wilson Engineering
(360) 733-6100

Greg Jones
GV Jones
(907) 346-4123

Dennis Gray
City of Hoonah
(907) 945-3663

PROJECT EXPERIENCE


Mendenhall Waste Water Treatment Plant SCADA Upgrades Preconstruction and construction services with the Owner's design engineers, including EPS, for SBR Process Control Upgrade, Architectural Renovations, Heat and Ventilation System Upgrades, and Electrical Power and Lighting Systems Upgrades at the MWWTP.

Hoonah Lift Station Pump Replacement Replacement of the Lift Station Pump in Hoonah. While existing utilities will remain in service through construction, pumps at Lumbago and Airport that have exceeded their life span, and are to be replaced with City specified submersible pumps and equipment. The City furnished pumps at Airport are to be converted from three phase into single phase.

Mendenhall Waste Water Treatment Plant Biosolids Crusher System & Building Modification Upgrading the existing solids conveyor crusher and conveyor systems involves furnishing and installing new major equipment, portions of odorous air duct work, electrical power and process control panels, equipment seismic upgrades in the existing building. Dawson to provide functional and performance testing, and commissioning services to complete a fully functioning system.

Hoonah Harbor Way Pedestrian Improvement Design Consulting A route from the mainland of Hoonah, Ak needed to be designed and constructed to the ceremonial burial grounds approximately half a mile away across the bay. Connecting route included the design and consulting services for a 200' span bridge to an elevated existing breakwater. While a logistically challenging project, between Dawson and Owner collaboration, a constructible and cost effective solution was created; Dawson is under contract for the construction phase, completion scheduled for early 2026.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION



Jim Rogers SUPERINTENDENT

Jim is a highly skilled Superintendent, known for his mastery in many aspects of construction. Jim's particular expertise lies in projects involving mechanical systems such as process piping and water intake. His deep knowledge of MEP (mechanical, electrical, and plumbing) systems sets him apart, allowing him to navigate complex projects with ease. Jim takes a detail-oriented and patient approach to every task, ensuring precision and high standards are maintained throughout the project lifecycle. Currently assigned to projects that demand advanced technical knowledge, he continues to demonstrate exceptional ability in managing these more challenging and specialized projects. His keen understanding of systems and meticulous planning makes him an invaluable asset on any project, ensuring that even the most intricate aspects are completed successfully. Jim's dedication to excellence and technical expertise ensure projects are delivered efficiently and to the highest standard.

32 YEARS AT DAWSON
49 YEARS EXPERIENCE

CERTIFICATIONS & TRAINING

AK Mechanical Administrator
License #694,
AK Journeyman Plumber
License #12177,

REFERENCES

Abner Miller
City & Borough of Juneau
Engineering Department
907.586.0800 ext. 4225

Joe Swain
Sitka Water & Wastewater
Department
907.747.1895

Greg Jones
GV Jones and Associates
907.346.4123

PROJECT EXPERIENCE

Whitman Lake Hydroelectric Phased project involving Installation of a 4.6 MW hydroelectric dam on the existing non-powered dam at Whitman Lake. Jim led constructability reviews and value engineering analysis to bring the project cost from \$26M to less than \$16M, without losing any scope.

Mendenhall Waste Water Treatment Plant SCADA Upgrades Preconstruction and construction services for SBR Process Control Upgrade, Architectural Renovations, Heat and Ventilation System Upgrades, and Electrical Power and Lighting Systems Upgrades at the MWWTP.

Mendenhall Waste Water Treatment Plant Biosolids Dryer Facility Coordination and installation of all process pipe and equipment, and oversee facility startup, testing and commissioning within a fully operational waste water treatment plant.

Hoonah Sanitation Facilities Wastewater Treatment Plant New construction of a 7,500 sf Pre-Engineered Metal Building to house a new Sequence Batch Reactor for processing wastewater. The new building is connected to the existing 3,500 sf wastewater treatment facility on the Hoonah waterfront. The project also included rehabilitations of the existing structure and treatment tank to allow for extended service life.

Sitka UV Disinfection Plant Development of a green-field site, a new, 5,400 sf pre-engineered metal building with a basement, installation of owner-furnished UV disinfection equipment, fluoride system, a standby generator, and ancillary systems.

Cordova Water Treatment System LT2 Upgrades Fast track project encompassing new construction of a wood framed addition, renovations to two treatment buildings to receive UV Disinfection systems and related piping and appurtenances. Owner-procured UV Disinfection Systems were installed at three separate treatment plants, including related systems, controls, and appurtenances.

Solomon Gulch Hatchery Coho Pumping & Degassing System Demolition and reconstruction of the Coho rearing building, including demolition of interior and exterior walls of the existing Coho rearing building, excavation to expose existing piping, installation of new water piping, owner furnished pumps, and new centralized degassing and electrical systems, then reconstruction of the building. Water supply must be maintained at all times.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

4.5 DESIGNER OF RECORD

ENGINEER QUALIFICATIONS, EXPERIENCE, AND PROJECT REFERENCES

Designer of Record (EPS): David Buss, PE (AK EE 10466; Control Systems 14123), is a Professional Electrical and Control Systems Engineer with expertise in system coordination, relay settings, power generation and switchgear controls, and renewable energy system design.

Commissioning Lead (EPS): John Venables, PE (AK EE 153318), is a Professional Electrical Engineer specializing in generator controls, protective relays, renewable energy system integration, and commissioning of switchgear and control systems across rural Alaska.

Civil Lead (EPS): Maria Sanders, PE (AK CE 105332), is a Professional Civil Engineer with strong capabilities in site layout, civil design, geotechnical investigations, and water and wastewater system engineering for projects in remote Alaska.

Mechanical Lead (EPS): Kris Reed, PE, CDT (AK ME 105299), is a Professional Mechanical Engineer with expertise in mechanical design, project management, and construction support across a wide range of infrastructure projects.

Structural Lead (EPS): Peter Blake, PE (AK CE 118420), is a Professional Structural Engineer specializing in transmission line design up to 230kV, including wood, steel, concrete, and hybrid structures, with proficiency in PLS-CADD for optimized line design.

On the following pages, see project examples and resumes for EPS.

ARCHITECT QUALIFICATIONS

Jason Collins, AIA, LEED AP, CEA, BECx, CxA-BE, CABS, is a Project Architect. His range of experience in project scales ranges from full campus master planning, to large-scale new construction, to small renovations. Jason has worked on project types that include residential, commercial, retail, medical, industrial, multi-family, community and cultural centers, schools, churches and government buildings. Much of his focus has been on energy efficient design and construction, implementing sustainable elements into each project.

See Jason's resume after the EPS resumes.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

EPS PROJECT EXPERIENCE

EARECKSON AIR STATION POWER PLANT REBUILD, SHEMYA, ALASKA (2019-2021)

EPS, together with sister company EPC, delivered the design, construction, integration, and commissioning of a 17.6 MW prime power plant supporting the USAF Cobra Dane radar facility. The project replaced and upgraded all generation, electrical, control, and mechanical systems under severe seismic and operational constraints, completed without disrupting radar operations.

Contact: Scott Lawrence, (303) 949-2122.



NUSHAGAK POWER PLANT UPGRADE, DILLINGHAM, AK (2018-2022)

EPS, together with sister company, EPC, delivered engineering and construction for a new 4.4 MW powerhouse with two re-purposed CAT 3608 generators and full switchgear replacement. Work included integration with existing systems, new generator controls (excitation, governor, PLCs), SEL-700G relays, Woodward controls, and a new SCADA system. Paralleling switchgear and transformers upgraded plant voltage from 2.4 kV to 4.16 kV. The project was completed without unplanned outages, with EPC providing cutover and commissioning plans for seamless SCADA and plant integration.

Contact: Jim Denslinger, (907) 843-2591

NAKNEK POWER PLANT UPGRADE, NAKNEK, AK (2018-2019)

EPS provided full civil, structural, mechanical, and electrical design and construction support for a new 6.6 MW powerhouse with two EPA Tier IV CAT C280-12 generators—among the first installed in rural Alaska. Work included new paralleling switchgear, generator step-up substation, Woodward controls, SEL relays, and a SCADA/HMI system integrated with the existing diesel plant. EPS also designed a new HVAC, cooling, and advanced fuel system tied to the bulk tank farm with redundant safety and control features. Construction was completed by Conam Construction in 2019.

Contact: Dianne King, Naknek Electric Association, (907) 246-4261.



LRDR MISSION CONTROL FACILITY, SUBSTATION & INFRASTRUCTURE – CLEAR AIR FORCE STATION, ALASKA (2017-2022)

EPS and EPC partnered on the \$125M LRDR Mission Control Facility and supporting electrical infrastructure. EPS provided SCADA design, controls integration, and commissioning of medium- and low-voltage systems, including PCMS and PQMS across the LRDR campus. EPC led construction of the 138 kV substation, 12.47 kV power distribution, HEMP shielding, seismic upgrades, and installation of mission-critical electrical systems, ensuring reliable power for the radar mission.

Contact: Mike Fall, (907) 349-6666.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

EPS PROJECT TEAM RESUMES

DO NOT COUNT TOWARDS PAGE LIMIT

RESUMES: ELECTRIC POWER SYSTEMS, INC. (EPS)

David Buss, PE Electrical & Control Systems Engineer - Designer of Record

Professional Registrations

Professional Electrical Engineer – State of Alaska,
License No. 10466

Professional Control Systems Engineer – State of
Alaska, License No. 14123

Education

B.S. Electrical Engineering – Washington State
University, 1996

Training

Basler DECS 250 & 400 Commissioning School (2016)

Woodward EasYgen School (2014)

Woodward 2301a/d School (2006)

Basler Relay Application School (1997)

Basler Power Control & Protection School (1996)

References for David Buss, PE:

Inside Passage Electric Coop, Brandon Shaw
907-364-3033

Petersburg Municipal Light and Power, Karl Hagerman,
907-772-5421

Metlakatla Power and Light, Floyd Russell,
907-886-4451

Wrangell Light and Power, David Mcholland,
907-470-0798

Contact

Office: (907) 523-3101 Email: dbuss@epsinc.com
3305 Arctic Blvd, Suite 201, Anchorage, AK 99503

Overview

David has extensive experience delivering electrical and control systems engineering solutions across government, industrial, utility, and commercial sectors. His areas of expertise include renewable integration, system coordination, relay settings, power generation controls, switchgear controls, motor controls, SCADA systems, system start-ups, troubleshooting, maintenance, and design engineering. Mr. Buss demonstrates a proven ability to independently manage projects that require precise orchestration of events to prevent electrical system outages. He has successfully overseen a variety of multidisciplinary projects involving teams of engineers and technicians.

Project Experience

Kotzebue Electric Association – Wind & Solar Integration

Design and project engineer for the integration of additional wind and solar resources. Responsible for assessing the impact on system stability, load flows, and short circuit effects. Provided recommendations for control upgrades and battery energy storage systems (BESS).

Kotzebue Electric Association – Wind Generation Integration

Design engineer for upgrading switchgear and engine controls. Scope included replacing existing plant switchgear and designing/ installing new switchgear and diesel controls to enable full integration of wind power with diesel generation. Served as Owner's representative during factory testing of equipment. Responsible for relay coordination study, relay settings, and implementation/start-up of all relay and control settings.

Metlakatla Power & Light – Hydro Governor Upgrade

Utility engineer specifying, purchasing, and supporting installation of new digital governors for Purple Lake and Chester Lake hydro units. Led engineering to replace existing hydro controls with new digital controls. Designed upgrades for relays, metering, and new SCADA controls. Oversaw installation, testing, and commissioning.

Inside Passage Electric Cooperative – Gartina Falls Hydro

On-site engineering supervision for installation and startup of a new 500 kW cross-flow hydro generator.

Inside Passage Electric Cooperative – SCADA Upgrades

Engineering design, supervision, and commissioning of upgraded SCADA systems for multiple sites. Responsibilities included reviewing, supporting, and troubleshooting Ignition SCADA systems.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

RESUMES: ELECTRIC POWER SYSTEMS, INC. (EPS)

David Buss, PE Electrical & Control Systems Engineer - CONTINUED

City of Sitka – Electric Department Engineering Support

Engineering support for design, installation, and startup of a new solar-diesel-fired turbine. Reviewed manufacturer drawings, supervised in-house design, represented City during inspections, and oversaw programming and startup of equipment.

City of Wrangell Municipal Light & Power – SCADA

Responsible engineer for installation of a WonderWare-based SCADA system. Designed and programmed communications, network, and software. Coordinated with local labor and city employees to complete project.

Alyeska Pipeline Services – Generator Controls Upgrade

Designed, programmed, and commissioned new generator controls for Valdez terminal steam turbines. Delivered IFC drawings, specifications, and field support.

National Radio Astronomy Observatory – ALMA Power System Review (Chile)

On-site technical expert for review of ALMA Observatory's installed power system. Conducted assessments, identified deficiencies, and delivered report with recommendations for improved reliability and safety.

Doyon Utilities – Fort Greely Powerhouse Upgrade

Lead engineer for design, installation, and startup of three Caterpillar C175 3 MW generators. Designed switchgear, controls, engine interface, and protection systems. Supervised installation and startup.

Inside Passage Electric Cooperative – Kake, Angoon, Hoonah, and Chilkat Valley

Provided ongoing engineering and technical support for power generation, distribution, metering, and controls.

SEAPA – Tyee Hydro Governor Upgrades

Engineering support for specification, procurement, and installation of new digital governors. Reviewed bids, supported installation, and oversaw commissioning.

City of Akutan – Hydro Generator Controls Upgrade & Integration

Lead engineer for upgrading existing hydro controls and integrating them into diesel systems. Designed, selected equipment, supported installation, and commissioned new hydro controls.

Homer Electric Association – Bradley Lake Hydro Exciter Replacement

Lead engineer for design, equipment specification, and startup of new exciters for two 60 MW hydro generators. Updated relay and PSS settings. Supervised installation, testing, and commissioning.

Northern SE Aquaculture Association (NSRAA)

Designed, procured, installed, and commissioned a new governor and voltage regulator for a hydro generator. Delivered drawings, equipment settings, and startup services.

Homer Electric Association – Bradley Lake Hydro Relay Replacement

Senior engineering review for relay replacement at Bradley Lake Hydro Project. Oversaw installation and commissioning of generator, transformer, distribution, and transmission relays, plus relay coordination study.



EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

RESUMES: ELECTRIC POWER SYSTEMS, INC. (EPS)

John Venables, PE Electrical Engineer

Professional Registrations

Professional Electrical Engineer – State of Alaska, License No. 153318

Professional Control Systems Engineer – State of Alaska, License No. 14123

Education

B.S. Electrical Engineering – University of Alaska Fairbanks, 2015

Contact

Cell: (907) 314-0798 Email: jvenables@epsinc.com

3305 Arctic Blvd, Suite 201, Anchorage, AK 99503

References

Aimee Survant, Alaska Village Electric Cooperative (AVEC)
(907) 246-4261

Dianne King, Naknek Electric Association (NEA)
(907) 246-4261

Johnathan Salmon, Igiugig (IVC)
(907) 744-9732

Overview

John is a Professional Electrical Engineer licensed in the State of Alaska and a senior engineer on the Power System Engineering Team in Anchorage. He has over 9 years of experience in power generation in Alaska and was the lead design, commissioning, and integration engineer for the AEA M&I project. John has personally commissioned switchgear controls in over 20 villages across Alaska, with renewable energy integration in 5 of those villages. He is the primary integration engineer for the Village of Igiugig renewable energy projects. John specializes in generator controls, protective relays, and renewable energy system integration. He also has experience with PLC programming.

Project Experience

Alaska Village Electric Cooperative – Generator Control Upgrades (9 AVEC Villages, 2023-2024)

Design, installation, and commissioning lead for generator control upgrades. Continued work developing and integrating solar and wind energy into existing infrastructure.

Naknek Electric Association – New Diesel Power Plant (Naknek, Alaska, 2017-2024)

2023-24: Designed new 1 MWh / 1 MW BESS, upgraded switchgear and controls. Preliminary design and grant application support for wind and solar installation. 2020-21: Installed generator and feeder metering, integrated with SCADA. 2020: Upgraded CAT ISO controls and added feeders. 2018-19: Commissioned new plant and switchgear. 2017: Designed switchgear and controls for two CAT C280s.

Alaska Energy Authority – Switchgear Controls Upgrade (16 Villages, 2021-2024)

Design, installation support, and project management for switchgear modernization across 16 villages.

City of Buckland – Genset Controls Upgrade (2017 & 2024)

2024: Designed switchgear and microgrid controls for solar and BESS integration. 2017: Designed and commissioned genset controller upgrades.

Igiugig (IVC) – Renewable Energy Integration (2022)

Lead power engineer for integrating RivGen turbines, Schneider BESS, and diesel generators. System tested in grid-forming mode with successful dispatch and renewable integration.

Nome Joint Utility System – Nome BESS Design & Integration (2022-Present)

Designed and commissioned 2.5MW/2.75MWh BESS into existing Snake River Plant. Integrated BESS with wind turbines and diesel generators using existing microgrid controller. Provided training to on-site staff.

Valdez & Glenallen Diesel Plants (2016-2022)

Commissioned and supported multiple upgrades including actuators, Basler DECS-150 regulators, Woodward 2301E controllers, and startup of new diesel units.

Kodiak Electric – Kitoi Bay Genset Controls Upgrade (2018 & 2020)

Upgraded generator controls and implemented Load Dependent Start/Stop with outage recovery.



EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

RESUMES: ELECTRIC POWER SYSTEMS, INC. (EPS)

John Venables, PE Electrical Engineer - CONTINUED

Clear Air Force Station – Power Plant Design & Commissioning (2020-2021)

Design and commissioning engineer for new power plant at Clear AFS.

Village of Napaskiak – Genset Controls Upgrade (2020-2021)

Replaced Easygen controllers, generator breakers, and tested all load sharing.

Dillingham Power Plant – Controls Upgrade & Commissioning (2017-2019)

Lead commissioning for new and upgraded controls, including nine DECS-250 regulators and multiple Woodward 2301E controllers. Provided ongoing troubleshooting and support.

Conoco Phillips – Remote Generation & Transmission Design (2016 & 2018)

Designed and commissioned remote generation and transmission protection for exploratory oil drill sites.

City of Bethel – Power Plant Upgrades (2016-2022)

Designed and commissioned new control panels, outdoor switchgear, and upgrades for generators and feeders.

American President Lines – Generator Controls Troubleshooting & GCP Reprogramming (2018 & 2020)

Troubleshoot controls and PLC expansion, replaced capacitors, reprogrammed GCP controllers, and commissioned alarm system.

City of Seward – Generator Relocation (2015)

Assisted in commissioning relocated generators, tuned controllers, and replaced failed DECS-200 regulator.

Doyon Utilities – Landfill Gas Power Plant (2015)

Troubleshoot outages and supported recovery testing for VFD blowers and electrical systems.

Shemya Power Plant – As-Built Review & Load Testing (2016)

Reviewed as-built drawings, verified corrections, and performed load testing.

Leader Creek Fisheries – Backup Power Generation (2017)

Designed protection and control panels for backup generation facility. Performed commissioning.



EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

RESUMES: ELECTRIC POWER SYSTEMS, INC. (EPS)

Maria C. Sanders, PE Civil/Geotechnical Engineer

Professional Registrations

Professional Registration – AELS CE-105332

Professional Control Systems Engineer – State of Alaska, License No. 14123

Education

B.S. Geological Engineering, University of Alaska Fairbanks, 2016

Professional Affiliations

American Society of Civil Engineers

Contact

Office: (907) 712-7464 Email: msanders@epsinc.com

3305 Arctic Blvd, Suite 201, Anchorage, AK 99503

References:

Steve Rowland, PE - Founder & Principal Engineer at RECON LLC
(907) 355-3006

Allegra Cairns - Permitting Lead at HighGold Mining
(604) 329-5982

Chris Kennedy - General Manager, Lucky Shot Mine
(907) 370-2110

Overview

Maria is a licensed Geological Engineer with nearly a decade of experience delivering civil and geotechnical engineering solutions across Alaska. As a Project Engineer at EPS, she brings extensive expertise supporting infrastructure and resource development projects for public agencies, mining companies, and oil and gas operators in remote and challenging environments. Her capabilities include site layout and civil design, geotechnical investigations, terrain mapping, and water and wastewater system engineering.

Project Experience

RECON, LLC – Project Engineer (2016-2025)

Served as a project engineer on multiple civil and geotechnical projects across remote regions of Alaska. Responsibilities included design and drafting for construction and permit applications, proposal development, project management, cost estimating and scheduling, geotechnical field investigations, and technical report preparation.

Project Highlights

Department of Natural Resources – Greater Fairbanks Area (2024-2025) Civil and geotechnical engineering in support of subdivision development.

JT Mining, Inc. – Johnson Tract Project (Alaska Range) (2022-2025) Civil and geotechnical engineering to support mineral resource development, including design of seasonal work camp water and wastewater systems.

Brice, Inc. – Totchaket Road (2023-2024) Lead engineering firm for replacement of three Totchaket Road bridges.

Matanuska-Susitna Borough – Various Locations (2020-2023) Geotechnical investigations for borough material sites, from preliminary assessment through closeout.

Graphite One, Inc. – Seward Peninsula (2019-2025) Civil and geotechnical engineering to support development of mineral resource.

Western Alaska Minerals Corp. – Illinois Creek (2019-2022) Civil and geotechnical engineering to support development of mineral resource.

Hilcorp Alaska, LLC – North Slope and Cook Inlet (2018-2025) Civil and geotechnical engineering and construction management in support of oil and gas production.

Doyon, Ltd. – Interior Alaska (2018-2024) Geotechnical engineering support for Doyon's material sale program, including management of sales and development of mining and reclamation plans.

Doyon, Ltd. – Nenana Basin (2017-2018) Civil and geotechnical engineering and construction management in support of oil and gas exploration.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

RESUMES: ELECTRIC POWER SYSTEMS, INC. (EPS)

Kris Reed, PE, CDT Mechanical Engineer

Professional Registrations

Professional Mechanical Engineer – State of Alaska, License No. 105299

Education

B.S. Mechanical Engineering – University of Alaska Fairbanks, 2007

Construction Documents Technologist Certification

Northern Design Course – University of Alaska Anchorage

Professional Affiliations

American Society of Mechanical Engineers (ASME)

American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)

Contact

Office: (907) 907-4877 Email: kreed@epsinc.com

3305 Arctic Blvd, Suite 201, Anchorage, AK 99503

References:

Tanner Johnson, Project Manager,
Brice Environmental
tjohnson@briceenvironmental.com
(907) 231-9752

Greg Jones, P.E., Principal, GV
Jones & Associates
greg@gvjones.com
(907) 346-4123

Heather Harston, Engineer, GV
Jones & Associates
heather@gvjones.com
(907) 346-4123

Overview

Kris has extensive experience in mechanical design, project management, and construction support across a variety of engineering projects. His project experience includes designing and installing mechanical systems for power plants, water treatment facilities, and HVAC systems. He excels in construction drawings, system design, equipment specifications, and site coordination. As an active member of ASME and ASHRAE, Kris is committed to providing innovative and cost-effective engineering solutions.

Project Experience

Granulated Activated Carbon Water Filter Installation Design – Shemya Island, Alaska Provided installation design for a granular activated carbon (GAC) filter on the island-wide potable water system at Eareckson AFS. Mechanical design included tie-in locations for the new GAC system, specifying pipe materials, designing outdoor field routing and supports, upgrading pumping system, and determining piping components to comply with code and GAC requirements.

District Heat Repair – Shemya Island, Alaska Performed site visit, design, and construction RFI support for a fast-paced district heat repair job to correct an aged and failed system. Developed budgetary takeoffs and equipment specifications for proposal. Reviewed drawings and site conditions, worked with contractor for constructable design, specified new 10" plastic pipe system, and relocated valve manifold to prevent corrosion.

Incinerator Installation – Wake Island, Alaska Provided designs and interdisciplinary coordination for incinerator installation. Work included obtaining as-built information, developing progress and final designs, and reviewing manufacturer submittals for compliance.

Alaska Volcano Observatory Standby Generator – Alaska Pacific University Developed mechanical construction drawings and coordinated with gas utility for upgrade requirements for a packaged 250kW standby generator installation.

Nushagak Electric & Telephone Cooperative – New Power Plant Developed mechanical construction drawings, schematics, and fabrication drawings to support design-build of a new powerplant building with generator systems for two 2.2MW units. Work included procurement activities, subcontractor coordination, and inspections.

Naknek Electric Association – New Power House Performed mechanical design and construction administration for installation of a new powerplant with two 3.3MW CAT gensets, including DEF, fuel, starting-air, and HVAC systems. Developed construction drawings, coordinated with structural engineers on equipment support towers, supported bid/construction phases, coordinated owner-furnished equipment, and performed site inspections.

City of Wrangell – Nolan Center HVAC & Controls Troubleshooting Performed site visit to assess HVAC malfunctions. Met with staff to review history, evaluated equipment and controls, worked with maintenance to repair equipment, and corrected control system settings to restore operation.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

RESUMES: ELECTRIC POWER SYSTEMS, INC. (EPS)

Peter Blake, PE Structural Engineer

Professional Registrations

State of Alaska, State of Wyoming, State of South Dakota, State of Colorado

Education

B.S. Civil Engineering – Boise State University

Professional Affiliations

American Society of Engineers
Structural Engineering Institute

Contact

Office: (907) 907-4877 Email: pblake@epsinc.com
3305 Arctic Blvd, Suite 201, Anchorage, AK 99503

References:

Anthony Bird, Electrical Distribution Consultant,
Sitka, AK
tony@pacificpowerconsulting.com
(907) 796-9046

Bill Farrell, PE, PMP, Director of Energy
Operations, Alaska Power and Telephone
Bill.F@aptalaska.com
(907) 723-3970

Ron Yeager, PE, PMP, Project Engineer – Willow
Temp Power
Ronald.Yeager@contractor.conocophillips.com
(907) 263-4344

Overview

Peter has extensive experience in civil engineering and construction across the utility and transportation sectors. Since joining EPS in 2018, he has contributed structural and civil engineering expertise to various utility projects. His responsibilities include detailed structural design and analysis, material procurement, preparing contract and construction bid packages, public involvement, and construction management.

Project Experience

City of Sitka – Marine St. Substation Expansion

Provided complete civil/structural design for over \$2M substation expansion in Sitka, AK. Design included civil layout, grading and drainage, equipment foundations, oil containment, two steel structure designs for shop fabrication, wood getaway support structure with vertical mounted switch, 15 ft reinforced concrete retaining wall, security fencing, procurement, and construction support. Produced stamped plans for all civil and structural work.

Alaska Village Electric Cooperative – Bethel Power Plant Upgrade

Provided structural engineering, design, and analysis for equipment additions to existing power plant.

Anchorage Municipality Light & Power – Substation 3 Expansion

Provided civil/structural design for substation expansion in downtown Anchorage. Work included equipment foundations, seismic analysis and design, and a reinforced concrete retaining wall, along with construction management assistance.

Alyeska Seafood – Power Factor Correction Equipment

Provided structural analysis and design for addition of power factor equipment in existing building to support increased loads.

Nushagak Cooperative – NETC Power Plant Upgrades

Provided seismic analysis and design for electrical equipment in power plant, including steel battery racks and cable tray additions.

Chugach Electric Association – 115kV Tower Inspection, Turnagain Arm

Provided field review, inspection coordination, analysis, and final reports for existing 115kV steel towers along Turnagain Arm near Girdwood, AK.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

DESIGNER/ARCHITECT RESUME

DO NOT COUNT TOWARDS PAGE LIMIT



Jason Collins
AIA, LEED AP, CEA, BECx, CxA-BE, CABS
Project Architect

16800 E. Plumley
Palmer, AK 99645
907-982-5322
collinsarchitect@gmail.com

Registrations and Certifications:

- **Registered Architect** – Alaska 12059 (since 2008)
- **LEED Accredited Professional** (since 2008)
- **CEA Certified Commercial Energy Auditor** - AEE #1563 (since 2011)
- **BECx Building Envelope Commissioning Agent**, Univ. of Wisconsin-Madison BCxP
- **CxA-BE Commissioning Agent**, Univ. of Wisconsin-Madison QCxP
- **CABS Certified Air Barrier Specialist**, ABAA Air Barrier Association of America
- **Thermographer** – Level 1, Infrared Training Center Certification
- **BPI Building Performance Institute Building Analyst Certification**
- Virginia Polytechnic Institute - Bachelor of Architecture, 1998

Professional Experience:

- CA+EC Collins Architecture+Energy Conservation, LLC, Palmer, AK, 2009-Present
- Wolf Architecture, Palmer, AK, 2007-23
- RS Granoff Architects, Greenwich, CT, 2006-07
- BGHJ Architects, Prince Edward Island, Canada 2002-06
- BAR Architects, San Francisco, CA, 1998-2002

Mr. Collins has been practicing in the field of Architecture since 1998 with projects in Alaska since 2003. In that time, he has completed over 740 projects and over 5 million square feet total. His range of experience in project scales ranges from full campus master planning, to large-scale new construction, to small renovations. Jason has worked on project types that include residential, commercial, retail, medical, industrial, multi-family, community and cultural centers, schools, churches and government buildings. Much of his focus has been on energy efficient design and construction, implementing sustainable elements into each project. He is a USGBC LEED Accredited Professional and a commercial Certified Energy Auditor. He is also a certified BECx Building Envelope Commissioning Agent and Commissioning Process provider. Other certifications include Air Barrier Specialist and Thermographer (infrared) Level 1.

Member:

- **AIA** American Institute of Architects, Alaska - 30443522
- **USGBC** US Green Building Council - 2479570057183728
- **ACAT** Alaska Center for Appropriate Technology – Board Member 2010-2016
 - Vice President 2011
- Energy Star Partner – Service Provider
- **REAP** Renewable Energy Alaska Program - Member
- **AEE** Association of Energy Engineers – Member 73060
- **ABAA** Air Barrier Association of America Member
- **IIBEC** International Institute of Building Enclosure Consultants Member 61807

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

4.6 AVAILABLE RESOURCES, 4.7 CONTRACTOR LOCATION

PERSONNEL, EQUIPMENT, SUPPLIES, TOOLS, PARTS, SERVICES

Dawson Availability & Resources

With offices and yards in Juneau and Ketchikan, we specialize in remote coastal Alaska construction, employing a team of Alaska residents and have the capacity and crew to successfully manage and fulfill the requirements of this project. Tool and equipment yards are in both locations and staffed with personnel that allow us to get quick access to tools and materials that can quickly be sent to Petersburg. We are well-versed in the unique challenges and opportunities of the region, including:

- **Logistics:** Successfully navigating the complex transportation network in coastal Alaska is essential. We expertly coordinate the movement of materials, equipment, and personnel via barges, steamships, the Alaska Marine Highway, charter barges, and air cargo to ensure timely delivery to project sites.
- **Dawson Yards:** Dawson owns two construction yards in Juneau and one in Ketchikan, ensuring rapid shipment of equipment, tools, and supplies. Additionally, we strategically maintain a yard near Seattle. The close proximity to the ports allows for the consolidation of materials before shipping to Alaska, reducing construction costs for our clients. We also have strategic partnerships in Sitka and other coastal areas to manage risk and minimize costs through local storage.
- **Local Workforce:** Dawson prioritizes hiring from the communities where we work, particularly in remote areas. We offer on-the-job training and opportunities for continued employment beyond their home communities. Having an extensive workforce throughout coastal Alaska enables us to quickly ramp up labor as needed for projects.

EPS Availability & Resources

Our depth and breadth of staff and expertise enables us to successfully complete and manage all project tasks anticipated in this contract. With over 100 employees, EPS' modular organization combined with a broad project portfolio, makes EPS an exceptionally agile and responsive firm. Should an emergency tasking arise, the scope of a project or tasking change, or an accelerated schedule become desirable, we can assign additional resources from our various working groups to meet these needs. Likewise, should our clients need to put a project on-hold for any reason, we can assign resources to other projects. The quality, timeliness, and value of our work, combined with the personal attention every client receives from firm owners, principals, and project managers, has led to numerous long term master service agreements and support contracts with clients throughout Alaska and the Pacific Rim.

The EPS SCADA department reliably provides 24 hour remote support to clients throughout the state as well as short notice onsite support. Our dedicated staff shares resources, tracks and distributes project workloads across the engineering team to ensure time available for client support.

LOCATION IN RELEVANCE TO PETERSBURG, ABILITY TO MEET IN PERSON

Dawson is currently on site in Petersburg for the construction of the new Petersburg Medical Center. In addition to our Petersburg crew, we have the largest labor crew and tradesman available for work throughout southeast Alaska. Our crews travel through Southeast and have recently completed projects in Hoonah, Kake, Prince of Wales, Cordova, Angoon, and Metlakatla. Our project team is able to meet in person in Petersburg regularly for project meetings.



EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

4.8 PROJECT PLAN

SUCCESSFULLY DELIVERING ENGINEERING AND PROJECT CONSTRUCTION

Our plan to successfully deliver the Scow Bay Generator #2 project is structured around the full design-build lifecycle, from scoping and engineering through final commissioning and closeout. The approach emphasizes proactive planning, rigorous quality control, and coordination with PMPL at each stage.

Scoping and Engineering

- Immediately upon award, our team will review the 30% design documents, geotechnical report, and owner-furnished equipment data.
- We will advance the design to 65% and 95% submittals, providing design narratives and specifications for all disciplines (civil, structural, architectural, mechanical, electrical, and controls).
- Interdisciplinary reviews will ensure the design is fully coordinated, code-compliant, and optimized for long-term reliability in Petersburg's marine environment.
- Issued-for-Construction (IFC) documents will be stamped by Alaska-licensed professional engineers and delivered following Owner review.

Permitting

- We will manage all permitting requirements, including Borough building and electrical permits and State Fire Marshal approval.
- Our team will prepare necessary documentation, coordinate with regulators, and track submittals to avoid delays.
- If a Stormwater Pollution Prevention Plan (SWPPP) is required, we will prepare and execute it at no cost to PMPL.

Construction Estimation

- At the 95% design stage, we will prepare a detailed construction cost estimate and negotiate the construction contract modification with PMPL.
- Estimates will be transparent, with clear breakouts of labor, materials, subcontractors, and contingencies.

Procurement and Logistics

- Procurement will be prioritized around owner-furnished equipment (generator, radiator, transformer, and switchgear). Our team will coordinate final placement, installation, and integration of these components.
- Balance-of-plant equipment and materials will be procured early to mitigate long lead times.
- Given Petersburg's remote location, all materials and personnel mobilization will be carefully staged via barge or air transport. We maintain relationships with regional suppliers and freight providers to ensure reliable delivery.

Construction

- Civil and foundation work will be executed per geotechnical recommendations, including site grading, drainage, and concrete pads.
- The pre-engineered metal building will then be erected, followed by mechanical systems (fuel, cooling, HVAC, compressed air, exhaust) and electrical systems (MCC, distribution, grounding, controls, and interconnection).
- Work will be sequenced to align with delivery of owner-furnished equipment and minimize site disruption.
- Safety will be integral at all phases, with job hazard analyses, site-specific safety plans, and compliance with OSHA and local requirements.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

4.8 PROJECT PLAN

Commissioning (see full Commissioning Plan below)

- Commissioning will be performed in three phases: Point I/O Checks, Pre-Functional Testing Checklists (PFTCs), and Functional Performance Testing (FPTs).
- Activities will be led by an experienced commissioning engineer (>7 years in utility-grade generation), with participation from PMPL's representative, craft personnel, and the OEM startup technician.
- Daily meetings will be held with PMPL staff to review progress, testing impacts, and contingency planning.
- Final turnover will include record drawings, O&M manuals, equipment settings, and a complete commissioning report.

PMPL Staff Assistance

- We request PMPL's assistance with:
- Timely review of design submittals and cost estimates.
- Coordination of site access and utility outages during cutovers.
- Provision of generator consumables, station service power, and operator support during commissioning (per RFP Section 3.15).

Contingency Planning

- Supply chain delays will be mitigated by early procurement of long-lead items and pre-staging of commodity materials at regional facilities.
- Alternate equipment vendors and freight carriers have been identified to provide backup options in case of unexpected disruptions.
- Weather delays will be addressed through schedule buffers and seasonal planning, with winterization measures available if construction extends into cold-weather months.

COMMISSIONING PLAN

The Electric Power Systems will complete commissioning of the generator, switchgear, ancillary equipment, and building in three phases: Point I/O Checks, Pre-Functional Testing Checklists (PFTCs), and Functional Performance Testing (FPTs). Commissioning will not begin until construction and site cleanup are complete, and final facility drawings and commissioning plan are approved.

Oversight & Coordination

Commissioning will be performed by a qualified team from EPS with over seven years of medium- and high-voltage generation commissioning experience. The following individuals will be present: Contractor's commissioning engineer, Owner's commissioning representative, one electrical and one mechanical craftsperson, and the generator OEM technician. Daily coordination meetings will be held with the Owner's representative, who will retain final authority over all activities.

Phase 1: Point I/O Checks

Control wiring will be manually traced and verified against drawings, with all inputs/outputs confirmed by the commissioning engineer, electrical craft, and controls

programmer. Redlined drawings will be actively maintained to capture modifications.

Phase 2: Pre-Functional Testing (PFTCs)

All equipment will undergo functionality and calibration checks, documented by comprehensive checklists. Control integration will be verified by initiating setpoints and observing feedback loops. Device calibration will be confirmed with test instruments against manufacturer specifications.

Phase 3: Functional Performance Testing (FPTs)

Subsystems will be tested sequentially for operability, followed by load testing of the generator system. Commissioning will be complete once the generator and subsystems are fully operational and all documentation is turned over.

Documentation

Daily sign-offs will be performed by the Owner's representative. Deliverables include commissioning checklists, redlined and record drawings, "as-left" equipment settings, and organized O&M manuals. Special inspection reports will also be provided where required.

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

4.9 COST/FEE SCHEDULE

4.9.1.1 ENGINEERING PROPOSAL

| DESIGN & ENGINEERING | AMOUNT | ANTICIPATED HOURS |
|----------------------|------------------|-------------------|
| DESIGN & ENGINEERING | \$312,000 | 1,486 |
| DESIGN-BUILDER | \$20,000 | 185 |
| TRAVEL | \$7,500 | |
| PERMITS | \$8,600 | |
| BOND & INSURANCE | \$3,500 | |
| FEE | \$28,130 | |
| TOTAL: | \$379,730 | |

4.9.1.2 HEAVY MOVE PROPOSAL

| HEAVY EQUIPMENT MOVE | AMOUNT | ANTICIPATED HOURS |
|----------------------|-----------------|-------------------|
| DAWSON | \$4,200 | 42 |
| MATERIAL & EQUIPMENT | \$19,800 | |
| BOND & INSURANCE | \$2,600 | |
| FEE | \$2,100 | |
| TOTAL: | \$28,700 | |

4.9.1.3 COMMISSIONING PROPOSAL

| COMMISSIONING | AMOUNT | ANTICIPATED HOURS |
|------------------------|------------------|-------------------|
| COMMISSIONING ENGINEER | \$300,000 | 1,173 |
| TRAVEL | \$30,000 | |
| BOND & INSURANCE | \$3,200 | |
| FEE | \$26,700 | |
| TOTAL: | \$359,900 | |

4.9.3 PRELIMINARY CONSTRUCTION ESTIMATE

| | |
|----------------------------------|-------------|
| 30% DESIGN CONSTRUCTION ESTIMATE | \$4,829,667 |
| ADD ALT - BRIDGE CRANE | \$99,000 |

HOURLY RATES

| ROLE | HOURLY RATE |
|------------------------------|-------------|
| ARCHITECT | \$251.00 |
| ENGINEER III | \$135.00 |
| ENGINEER IV | \$171.00 |
| ENGINEER V | \$182.00 |
| ENGINEER VI | \$191.00 |
| ENGINEER VII | \$197.00 |
| ENGINEER IX | \$214.00 |
| ENGINEER X | \$235.00 |
| ENGINEER XI | \$251.00 |
| ENGINEER XII | \$272.00 |
| ENGINEER TECH IV | \$163.00 |
| PROJECT MANAGER | \$110.00 |
| SR. PROJECT MANAGER/DIRECTOR | \$130.00 |
| SUPERINTENDENT | \$120.00 |
| ASSISTANT PROJECT MANAGER | \$85.00 |
| PROJECT EXECUTIVE | \$135.00 |
| SR. ESTIMATOR | \$110.00 |
| ESTIMATOR | \$90.00 |
| PROJECT ENGINEER | \$80.00 |
| PROJECT ADMINISTRATOR | \$70.00 |
| MBI CRAFT LABOR | \$143.00 |
| EPC CRAFT LABOR | \$157.00 |
| EPC SUBTECH | \$387.00 |

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

4.10 SCHEDULE

SUCCESSFULLY COMPLETING THIS PROJECT IN A TIMELY MANNER

1. Project Management and Administration

- Project initiation and kickoff with PMPL
- Contract administration and compliance
- Permitting with Borough Building Official and State Fire Marshal
- Safety planning and onsite compliance
- Quality assurance and quality control (QA/QC)
- Progress tracking, scheduling, and reporting

2. Design and Engineering

- Review of 30% design and site information
- Civil, geotechnical, and drainage considerations
- Architectural and structural design for powerhouse (PEMB, foundation, openings)
- Mechanical design (fuel, cooling, HVAC, compressed air, exhaust)
- Electrical design (one-line, 3-line, MCC, indoor switchgear integration, outdoor switchgear integration, grounding, station service)
- Controls design (PLC, SCADA integration, engine/generator control integration, HMI development)
- Development of 65% and 95% design submittals with narratives/specifications
- Issued-for-Construction (IFC) package preparation and approval

3. Procurement and Logistics

- Coordination of owner-furnished equipment (generator, radiator, transformer, switchgear)
- Procurement of balance-of-plant equipment and materials
- Vendor submittals, approvals, and tracking
- Marine/air logistics planning for delivery to Petersburg
- Equipment staging and heavy-move planning

4. Site Preparation and Civil Construction

- Site mobilization and temporary facilities
- Site grading, drainage improvements, and access way maintenance
- Excavation, fill, and compaction per geotechnical recommendations
- Foundation and concrete pad installation (building, generator, transformer, radiator, exhaust stack)
- Utility trenching, backfill, and conduit installation
- Site restoration and fencing repair as needed

5. Building and Structural Construction

- Pre-Engineered Metal Building (PEMB) erection
- Architectural finishes and weatherproofing
- Structural steel supports for radiator, piping, and exhaust
- Doors, louvers, and roof installation with coastal-rated finishes

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

4.10 SCHEDULE

6. Mechanical Construction

- Installation of fuel storage tank and fuel system piping
- Installation of generator cooling system (remote radiator, piping, insulation)
- HVAC system installation and integration with controls
- Compressed air starting system installation (air compressor, receivers, piping)
- Exhaust system installation with insulation and supports
- Equipment insulation for exhaust and piping

7. Electrical Construction

- Installation of MCC, panels, and building electrical distribution
- Cable routing, pulling, and terminations (MV, LV, control wiring)
- Grounding and bonding system installation (UFER, copper ground grid)
- Integration of generator, switchgear, step-up transformer, and station service
- Lighting, receptacles, and auxiliary building systems
- Security camera and communications installation

8. Controls and Integration

- Installation of PLCs (Emerson RX3i), I/O modules, and networking
- Programming of generator and balance-of-plant controls
- SCADA interface development and testing
- HMI configuration for local and remote monitoring

9. Testing and Commissioning

- Point-to-point I/O checks of control wiring and devices
- Pre-Functional Testing Checklists (PFTCs) for all equipment
- Functional Performance Testing (FPTs) of subsystems and integrated systems
- Generator startup and load testing with Marine Systems, Inc.
- Commissioning documentation, daily sign-off, and turnover to Owner

10. Project Closeout

- Final inspections, punch list resolution, and Owner acceptance
- Redlined drawings compiled into record documents
- Delivery of O&M manuals and “as-left” settings files
- Demobilization and site cleanup
- Final reporting and warranty initiation

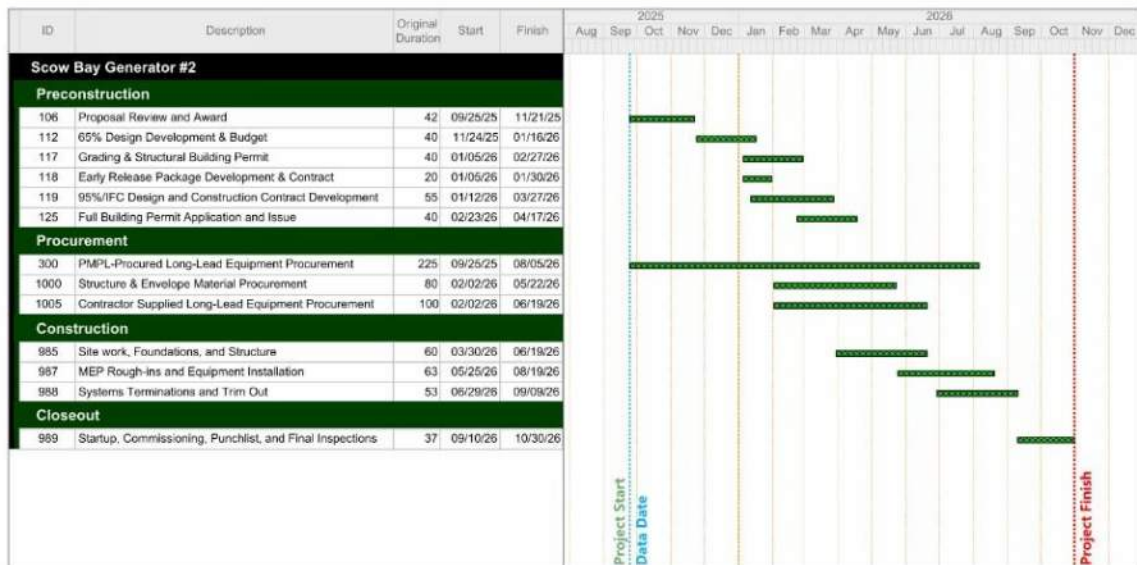


EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

CONSENT RESOLUTION OF THE MANAGER OF DAWSON CONSTRUCTION, LLC

The undersigned, being the sole Manager of Dawson Construction, LLC, a Washington limited liability company (the "Company"), hereby unanimously consents, in lieu of notice and meeting, to the following resolution:

RESOLVED, that Peter Dawson, Kendall Nielsen, Todd Rawls, Jeremy Carroll, Ryan Binning, Chris Gilberto or Brian Murphy are each hereby authorized and appointed to execute any and all contract bid documents, including but not limited to bid proposals, contracts, bid and performance bonds, and any other documents obligating the Company for the performance of construction contracts in the states of Alaska and Washington on behalf of Dawson Construction, LLC.



Pete Dawson, Manager

May 25, 2021
Date

EXHIBIT B – DESIGN-BUILDERS PROPOSAL SUBMISSION

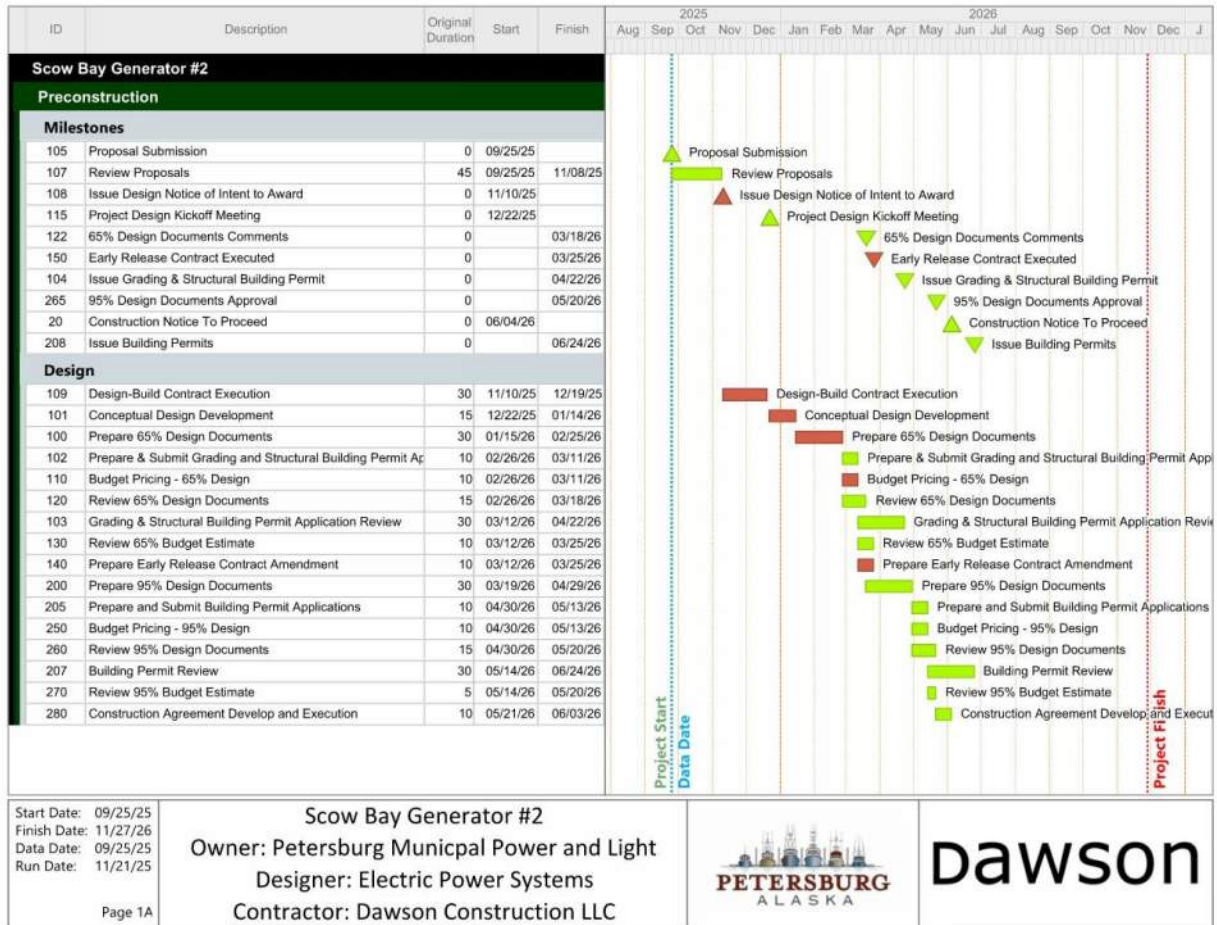


EXHIBIT C – INSURANCE

1. General

- 1.1. The Owner and Design-Builder shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to DBIA Document No.535, REVISED Standard form of General Conditions of Contract Between Owner and Design-Builder

2. Owner's Insurance

- 2.1. *General.* Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage required under this Article 2 and, upon the Design-Builder's request, provide a copy of any insurance policy or policies required by Section 2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.
- 2.2. *Liability Insurance.* The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.
- 2.3. *Builders Risk Insurance.* The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, the insurance shall be written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's Builders Risk coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent modifications and labor performed and materials or equipment supplied by others. The Builders Risk insurance shall be maintained until Substantial Completion and thereafter as provided in Section 2.6.1, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Design-Builder, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Owner will provide Design-Builder with a copy of the policy.
 - 2.3.1. *Causes of Loss.* The insurance required by this 2.3 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, or windstorm..
 - 2.3.2. *Earthquake/Earthmovement and Flood.* If Owner specifically elects not to purchase coverage, Owner assumes any and all risk of loss to the Project arising out of or related to the occurrence of any un-insured peril or event resulting in damage or loss to the Project, excepting loss or damage caused by negligence of Design Builder.
 - 2.3.3. The Owner will list the Design-Builder and all subcontractors of any tier as additional insured on the Builders Risk policy. The Owner will provide the Design-Builder with a copy of the Builders Risk policy.
 - 2.3.4. The project will be substantially complete on the date the Owner is able to use the building. At that time, the Owner will be responsible for Property Insurance coverage
 - 2.3.5. *Specific Required Coverages.* The insurance required by Section 2.3 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss, including claim preparation expenses.
 - 2.3.6. Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 2.3 or, if necessary, replace the insurance policy required under Section 2.3 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in General Conditions.

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- 2.4. *Deductibles and Self-Insured Retentions.* If the insurance required by this Section 2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions, unless the loss was caused in whole or in part by the acts or omissions of the Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.
- 2.5. *Occupancy or Use Prior to Substantial Completion.* The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section 2.3 have consented in writing to the continuance of coverage. The Owner and the Design-Builder shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.
- 2.6. *Insurance for Existing Structures.*
- 2.7. *Optional Extended Property Insurance. Not Applicable*

3. DESIGN-BUILDER'S INSURANCE

- 3.1. *General.*
- 3.2. *Certificates of Insurance.* The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in Article 3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section 3.5 and Section 3.15. The certificates will show the Owner as an additional insured on the Design-Builder's Commercial General Liability and excess or umbrella liability policy or policies.
- 3.3. *Deductibles and Self-Insured Retentions.* The Design-Builder shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Design-Builder.
- 3.4. *Additional Insured Obligations.* To the fullest extent permitted by law, the Design-Builder shall cause the commercial general liability coverage to include (1) the Owner as additional insureds for claims caused in whole or in part by the Design-Builder's negligent acts or omissions during the Design-Builder's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.
- 3.5. *Design-Builder's Required Insurance Coverage.* The Design-Builder shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in the General Conditions, unless a different duration is stated below:
- 3.6. *Commercial General Liability.* Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$1,000,000) each occurrence, (\$2,000,000) general aggregate, and (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including:
- damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

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- personal injury and advertising injury;
- damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- bodily injury or property damage arising out of completed operations; and
- the Design-Builder's indemnity obligations of the General Conditions.

The Design-Builder's Commercial General Liability policy under this Section 3.6 shall not contain an exclusion or restriction of coverage for the following:

- Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- Claims for property damage to the Design-Builder's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- Claims for bodily injury other than to employees of the insured.
- Claims for indemnity of the General Conditions arising out of injury to employees of the insured.
- Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- Claims related to roofing, if the Work involves roofing.
- Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- Claims related to earth subsidence or movement, where the Work involves such hazards.
- Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

3.7. *Automobile Liability.* Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design-Builder, with policy limits of not less than (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

3.8. The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section 3.6 and 3.7, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

3.9. *Workers' Compensation.*

3.9.1. Workers' Compensation at statutory limits.

3.9.2. Employers' Liability with policy limits not less than (\$1,000,000) each accident, (\$1,000,000) each employee, and (\$1,000,000) policy limit.

3.9.3. Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

3.10. *Professional Liability.* If the Design-Builder is required to furnish professional services as part of the Work, the Design-Builder shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$2,000,000) per claim and (\$2,000,000) in the aggregate.

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- 3.11. *Pollution Liability.* If the Work involves the transport, dissemination, use, or release of pollutants, the Design-Builder shall procure Pollution Liability insurance, with policy limits of not less than (\$2,000,000) per claim and (\$2,000,000) in the aggregate.
- 3.12. Coverage under Sections 3.9 and 3.10 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$2,000,000) per claim and (\$2,000,000) in the aggregate.
- 3.13. Insurance for maritime liability risks associated with the operation of a vessel, Not Applicable.
- 3.14. Insurance for the use or operation of manned or unmanned aircraft, Not Applicable.
- 3.15. *Design-Builder's Other Insurance Coverage.* Insurance selected and described in Section 3.16 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in the General Conditions
- 3.16. **Other Insurance – Not Used**

EXHIBIT D – CLARIFICATIONS

Modifications to DBIA Document No. DBIA Document 544 Standard Form of Progressive Design-Build Agreement

- Add 6.5.1.23 Native Preference requirements not part of this project, costs are not included.
- Add 6.5.1.24 TERO requirements are not part of this project, costs are not included.
- Add 6.5.1.25 Buy America (49 U.S.C. 5323(j) and 49 CFR part 661) requirements are not part of this project, costs are not included.
- Add 6.5.1.26 Buy American (FAR Clause 52.225-9) requirements are not part of this project, costs are not included.
- Add 6.5.1.27 Costs have not been included for hazardous material (including but not limited to contaminated soils, lead paint) remediation.
- Add 6.5.1.28 Notwithstanding anything in the Contract to the contrary, Design-Builder shall not be responsible to the Owner for costs or delays resulting from hazardous substances, including without limitation asbestos, on the Project site, which were not brought on the site by the Design-Builder or Subcontractor or anyone else at Design-Builder's direction. If Design-Builder encounters such hazardous substances on the Project site, Design-Builder shall promptly notify Architect and Owner and use proper care with respect to the hazardous substance.
- Add 6.5.1.29 LEED certification program is not part of our costs.
- Add 7.2.1.1 Owner will review and approve the monthly pay application within ten (10) days of receipt from the Design-Builder's first application for payment.
- Add 11.1.11 These Clarifications & Conditions make additions, deletions, or revisions to the General Conditions as indicated herein.
- Add 11.1.2 The Contract Sum is based on no current COVID-19, or similar pandemic related rules, regulations, and/or restrictions imposed by government agencies at the time this Contract is mutually executed. In the event that new COVID-19, or similar pandemic related governmental rules, regulations, and/or restrictions are imposed after this Contract is mutually executed which increase Design-Builder's cost to perform the Work, then the Design-Builder shall be entitled to a Change Order increasing the Contract Sum equal to its actual additional costs incurred as a result of such new COVID-19, or similar pandemic related rules, regulations, and/or restrictions.
- Add 11.1.3 This Agreement does not contemplate, and therefore Design-Builder's pricing (including for its Subcontractors) for the Project has not been adjusted to reflect additional risk related to, conversion of the Project to condominiums. If during the period of six (6) / ten (10) years from the date of Substantial Completion or termination of the Work, or the expiration of all applicable statutes of limitation and repose, whichever is longer, the Owner converts the Project to condominiums, all Design-Builder obligations related to warranties, indemnification, and insurance shall terminate and Owner waives any claims against Design-Builder arising after such conversion. In the event the Owner, or its successor, converts the Project to a condominium, the Owner shall be prohibited from assigning any rights arising out of this Agreement to the Condominium association or any of the individual condominium owners.
- Add 11.1.4 Design-Builder will make its best effort to award Subcontracts and procure materials from Suppliers in a timely manner so as to mitigate the effects of material escalations (including but not limited to increase in tariffs) and labor escalations, as well as supply chain disruptions. To the extent that the project start date, document completion and or receipt of required permits precludes a timely award process and Design-Builder is precluded from securing pricing and/or lead times to minimize supply chain disruptions consistent within the Contract Sum, Design-Builder will be entitled to a Change Order for the additional costs and time impact, provided that the delay was not the result of Design-Builder's actions or omissions.

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- Add 11.1.5 This Agreement does not contemplate, and therefore Design-Builder's pricing (including for its Subcontractors) for the Project has not been adjusted to reflect additional risk related to, conversion of the Project to individual residential dwelling(s). If during the period of six (6) / ten (10) years from the date of Substantial Completion or termination of the Work, or the expiration of all applicable statutes of limitation and repose, whichever is longer, the Owner converts the Project to individual residential dwelling, all Design-Builder obligations related to warranties, indemnification, and insurance shall terminate and Owner waives any claims against Design-Builder arising after such conversion. In the event the Owner, or its successor, converts the Project to a condominium, the Owner shall be prohibited from assigning any rights arising out of this Agreement to the Condominium association or any of the individual condominium owners.
- Add 11.1.6 Escalation, including but not limited to increase in tariffs, is not included in project estimate. Should the Design-Builder elect to submit a request to increase the Contract Sum by the increased amount, the following criteria must be met to be eligible for review of the requested increase by the Owner. 1) A purchase order from the Design-Builder or Subcontractor for the material and a cost quotation for the purchase order from the supplier shown on the list must be included with the request to increase the contract sum. Both the purchase order and the cost quotation must be dated within 90 calendar days after the Notice To Proceed. 2) To the extent possible, obtain and provide cost quotations from two additional and reputable suppliers for the same material and quantity shown on the purchase order described in criteria item one. During the Owner's review of the request to increase the Contract Sum, the Owner retains the right to search for a supplier that will provide the subject item for a cost lower than the cost requested by the Design-Builder. Should the Owner find the item at a lower cost, the Owner may require the Design-Builder to purchase the item from the supplier located by the Owner. [GMP ONLY] If the Owner elects to audit the Design-Builders costs associated with materials required for the Work, and the findings of the audit reveal that an item was purchased for more than 5% less than cost shown, the amount in excess of 5% shall be refunded to the Owner by the Design-Builder.
- Add 11.1.7 Both parties undertake that for the period of this Agreement, and for two years from the completion of this Agreement, neither shall entice away or endeavor to entice away any employee from the other party. Each party acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of the other party.
- Add 11.1.8 By executing this agreement Owner is providing approval for Design-Builder to capture a time-lapse video of the Project, including any changes to scope of the Project as documented in support of this agreement, as the Project progresses in its entirety, with undisputed rights of Design-Builder post the video on the Design-Builder's website without reservation or expectation of any benefit.
- Add 11.1.9 One (1) electronic copy of the O&M manual will be provided.
- Add 11.1.10 As-builts for work will be provided electronically.
- Add 11.1.11 Warranty period is unrelated to release of retention.

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Modifications to DBIA Document No. 535, REVISED Standard Form of General Conditions of the Contract Between Owner and Design-Builder

- Add 1.2.21 *Field Labor* shall mean, in addition to items as defined in the general conditions, standard rates cover costs related to small tools and overhead applicable to the self-performance by the General Design-Builders crews.
- Add 1.2.22 *Allowances* shall mean the establishment of cash allowances in the Guaranteed Maximum Price (GMP) for portions of the work that cannot be specified with sufficient particularity at the time of contracting. This includes primarily items that have not yet been designed, chosen, or other specific characteristics have not as yet been determined. When the actual costs of allowance items are known, the differences from the specified amounts should be adjusted by means of a change order. If the net cost exceeds the allowance, the excess is to be charged to the owner by an additive change order or, when it is less, by a deductive change order.
- Add 2.6.3 Building Permits, including plan check fees will be provided by Owner.
- Add 2.6.4 Electrical permits will be provided by Owner.
- Add 2.6.5 Mechanical permits will be provided by Design-Builder.
- Add 2.6.6 Fire Marshal approval will be obtained by Design-Builder.
- Add 2.6.7 Storm Water permits and/or bonds will be provided by Owner.
- Add 2.6.8 Owner shall pay all utility connection fees including all private & public utilities including the costs of meters.
- Add 2.6.9 Special Inspection and testing costs are By Owner.
- Add 2.7.3.1 Design-Builder is not responsible for costs associated with default of a Subcontractor, if Subcontractor selection was at direction of Owner.
- Add 2.7.7 Design-Builder assumes exterior work that is weather related can be done at the appropriate time of year.
- Add 2.8.4 Any Owner hired Subcontractors will be subject to Design-Builder's Safety Program.
- Add 2.8.5 Notwithstanding the Design-Builder's safety obligations to the Owner, it is agreed and understood that each individual Subcontractor of the Design-Builder shall remain the controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of others' work in areas designated to be controlled by such Subcontractors.
- Add 2.8.6 Design-Builder will require the Owner to handle any situation(s) that arise regarding firearms or people openly carrying firearms. If Design-Builder feels the jobsite is unsafe due to firearms, Design-Builder will remove all personnel off the jobsite until the Owner has resolved the situation. Any loss workdays will be added to the contract by change order unless the firearms are brought to the jobsite by Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.
- Add 2.8.7 The construction site will be fenced but no additional security (cameras, night watch, and automated alarm systems) has been included.
- Add 9.4.4 Design-Builder shall be entitled to an equitable adjustment in contract time and costs for adverse weather conditions. Adverse weather conditions is defined as a weather event, or events, for the area where the project is located with greater than a 10-year average as determined by the National Weather Service or equivalent state or federal agency.
- Add 9.4.5 Design-Builder shall be entitled to an equitable adjustment in contract time and cost for an unusual delay in receipt of products and for which no substitute reasonably acceptable to the Owner was available. Design-Builder shall also be entitled to an equitable adjustment in contract time and cost for delays of Owner supplied products and/or Contractors directly contracted with the Owner.