

SAMPLE CONTRACT
NOTE: SEAPA RESERVES THE RIGHT TO NEGOTIATE
THE FINAL CONTRACT WITH THE SUCCESSFUL BIDDER



SOUTHEAST ALASKA POWER AGENCY
2026 CLEVELAND HELIPAD INSTALLATION PROJECT
CONTRACT NO. 25031



SEAPA 2026 CLEVELAND HELIPAD REPLACEMENT PROJECT

Contract No. 25031

This Contract No. 25031 ("Contract") is effective as of the _____ day of _____ 20____ by and between:

SOUTHEAST ALASKA POWER AGENCY
55 Don Finney Lane
Ketchikan, Alaska 99901

(hereinafter called "SEAPA", "Agency"
or "Owner")

and

*
*

(hereinafter called "Contractor")

SEAPA and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows.

1. Scope of Work

The Contractor shall complete all work as specified or indicated in the Contract Documents defined in Section 11 herein. The project for which the work under the Contract Documents is generally described is as follows:

2. Designated Representatives / Project Managers

The Owner's Designated Representative and Project Manager for this Contract is:

Mark Hilson, P.E.
Southeast Alaska Power Agency
55 Don Finney Lane, Ketchikan, Alaska 99901
P 907.228.2281 | C 907.220.6678 | Email: mhilson@seapahydro.org

The Contractor's Project Manager for this Contract is:

[Company Name]
[Company Address]
P *** | C *** Email: [****](#)

3. Contract Term and Schedule

The Contractor hereby agrees to commence work under this Contract on the date specified in the written Notice to Proceed from SEAPA. This contract shall remain in effect until completion of the work defined in the Contract Documents (see, Section 11 herein).

4. Deliverables; Payment Terms and Invoices

Contractor shall perform the work in the manner that conforms to the Contract Documents and Construction Schedule. SEAPA shall pay the Contractor for performance of the work that conforms to the Contract Documents the sum of _____ and ___/100ths Dollars (\$_____), unless agreed otherwise by Change Order, which may be subject to SEAPA's Board of Director's approval.

SEAPA's payment terms are Net 30. Payments shall be made by Owner within thirty (30) days of the date proper payment requests are received from Contractor via email to Owner's Accounting Department at accounting@seapahydro.org and SEAPA's Project Manager at _____. Payment requests will be based upon the schedule of values established on the Contractor's Bid Schedule attached as **Exhibit A** and Section 01025 of the Project Manual (Measurement and Payment).

The Owner's Designated Representative and Project Manager, and Contractor shall each agree on the work completed for each item on Exhibit A for which payment is being requested prior to submission of each payment request to Owner's Accounting Department. Payment to Contractor in accordance with this section shall be Contractor's full and exclusive compensation for Contractor's performance under the Contract Documents.

5. Delivery

Contractor shall deliver the Deliverables in accordance with the Contract Documents except as otherwise agreed in advance by SEAPA in writing. Contractor shall immediately inform SEAPA of the existence and nature of any delays, including anticipated delays.

6. Compensation Due to Performance Delays

Contractor acknowledges that SEAPA may be harmed if the Contractor is late in delivering the Deliverables as provided in the Construction Schedule. No liquidated damages or penalties are contemplated at this time. However, in its sole determination, SEAPA may elect to terminate the Contract in accordance with the termination provisions of this contract, or SEAPA may elect to continue the engagement under the terms of this contract or different terms.

7. Limitation of Liability

Neither party shall have any liability under this Contract for incidental, indirect, punitive, exemplary, special or consequential damages, including but not limited to, loss of use, revenue, or profit, or for cost of capital or of substitute use or performance or for any other loss or cost of similar type, or for claims by the other party for damages to the other party's customers, unless specifically required in this Contract. To the maximum extent permitted by law, the aggregate liability to SEAPA for all damages under this Contract shall not exceed the Contract price. Notwithstanding the foregoing, nothing in this Section shall be construed as limiting the indemnity provisions of this contract or the insurance-related remedies provided in this contract.

8. Indemnification

Each Party shall defend, indemnify, and hold the other harmless against any claims, liabilities, damages, losses or expenses imposed on the other Party, including reasonable attorney's fees for personal injury or property damage to third Parties resulting from or arising out of: (i) breach of this Contract by the indemnifying Party; (ii) the conduct of the indemnifying Party's business; or (iii) any negligent act or omission or willful misconduct of the indemnifying Party. The foregoing shall not, however, constitute a waiver by the indemnifying Party of any immunity from claims by employees under any industrial insurance or Workers Compensation Act.

9. Warranty

Contractor warrants that it shall perform the Work in accordance with the standards of performance set forth in the Contract Documents, including the Technical Specifications (see, Contract Documents, Section 11 herein). Contractor also warrants the Work during the Warranty Period against all defects in Equipment and workmanship as set forth in Contractor's Warranty (Attachment No. ____ to Contractor's Bid Proposal). This warranty includes all costs, parts, labor, shipping, handling, and ancillary expenses required to comply with this warranty.

A. **Remedies.** Upon notice received from Owner during the Warranty Period, Contractor shall, in a timely manner:

1. Construction: Re-perform or cause to be re-performed any construction Work that does not satisfy any warranty set forth in this section;

2. Equipment and Materials: Take such steps as may be necessary to repair or replace any Equipment, component of Equipment which does not comply with any warranty set forth in this section; and

3. Damage Repair: If any Work is found by SEAPA to be Defective, the Contractor shall promptly, without cost to SEAPA and in accordance with SEAPA's written instructions, either correct such Defective Work, or, if it has been rejected by SEAPA, remove it from the Site and replace it with conforming Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, SEAPA may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of SEAPA before Substantial Completion of all the Work, the correction period for that item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the statute of limitations for bringing an action.

B. **Warranty Period.** The Contractor guarantees Owner that the SEAPA 2026 Cleveland Helipad Installation Project shall be free from defects in material and workmanship for a period of _____ (__) years from the date of commencement of use, substantial completion, or date of notice of completion, whichever is the first to occur, with limitations more particularly described in Contractor's Warranty (see, Attachment No. ____ to Contractor's Bid Proposal).

C. **Notice.** Owner shall deliver written Notice of any alleged failure to satisfy any warranty within thirty (30) days after actual discovery thereof by Owner. Failure to give such Notice during such thirty (30) day period shall not relieve Contractor of its warranty obligations and liabilities except to the extent Contractor is materially prejudiced by such failure. Any such Notice of deficiency or defect shall state with reasonable specificity the reasons supporting Owner's belief concerning the alleged deficiency or defect. If such Warranty work has caused an outage on the Tyee Lake Power Transmission Line, Contractor shall commence remedial efforts as soon as practicable after receipt of the Notice, but in no event later than sixty (60) days thereafter.

D. **Warranty Enforcement Remedies.** If Contractor does not use its reasonable efforts to commence and diligently pursue a remedy within the time specified in this section, Owner, after Notice to Contractor, may perform or have performed by third parties the necessary remedy and Contractor shall be liable for all related costs (including without limitation overhead and legal counsel, technical and other consultants), charges and expenses (including without limitation transportation and expediting fees) incurred by Owner in connection with such remedy.

10. Termination

A. SEAPA may terminate this Contract for any reason prior to SEAPA's issuance of the Notice to Proceed.

B. SEAPA may terminate this Contract upon five (5) days' written notice to Contractor if Contractor fails to deliver a Deliverable in accordance with the Construction Schedule.

C. SEAPA may terminate this Contract if Contractor assigns its rights or obligations to a third party without SEAPA's prior written consent.

D. SEAPA may terminate this Contract for any reason upon thirty (30) days' notice to Contractor, provided that: (1) SEAPA pays Contractor in full for the Scope of Work and Deliverables that have been satisfactorily performed and delivered in accordance with the Construction Schedule; and (2) SEAPA pays Contractor an amount equal to the value beyond the correlating Scope of Work/Deliverable payment (under the Construction Schedule) of the work fully and satisfactorily performed. Upon full payment to Contractor under this section, Contractor agrees that SEAPA shall exclusively own all Deliverables delivered. Contractor shall have no liability for use of the Deliverables by a third party.

E. Either party may terminate this Agreement upon ten (10) business days' written notice to the other party upon the occurrence of any of the following events:

1. either party appoints a receiver or trustee in bankruptcy or other similar officer over any or all of its property or assets;
2. either party files a voluntary or has filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days or makes any arrangements for the benefit of creditors; or,
3. either party merges with or is acquired by a third party without the other party's prior written consent.

11. Contract Documents

The term "Contract Documents" shall include:

- A. Project Manual (Technical Specifications)
- B. Project general provisions
- C. All requirements of laws, ordinances, and regulations
- D. Construction Schedule - to be negotiated between Contractor and Owner prior to commencement of work
- E. Contractor's Certificate of Insurance
- F. This Contract No. 25031
- G. Payer's Request for Taxpayer Identification (Form W-9)
- H. Notice of Recommendation of Award
- I. Notice of Award
- J. Notice to Proceed
- K. Contractor's Bid Proposal
- L. Owner's Request for Proposals and Addendums thereto, and the following signed and completed Attachments to RFP submitted with Contractor's Proposal:
 - (i) General Information Form
 - (ii) Contractor's Bid Form
 - (iii) Bidder Experience Record
 - (iv) List of Subcontractors
 - (v) Proposed Construction Schedule
 - (vi) Contractor's Warranty
 - (vii) RFP Signature Page
 - (viii) Non-Collusion Affidavit
 - (ix) Plan of Operation
 - (x) Company Resume
 - (xi) Acknowledgment of Work Plan (Section 00852 of Project Manual)

- (xii) Acknowledgment of Fire Control Plan (Section 00852 of Project Manual)
- (xiii) Acknowledgment of Camping Plan (Section 00852 of Project Manual)
- (xiv) Alcohol and Drug Free Workplace Acknowledgment of Policy

12. Modifications

Any modification to the Contract Documents shall be in writing and mutually agreed to by the parties. Any written modifications mutually agreed to by the parties, including change orders, duly delivered, and executed after execution of the Contract shall be deemed part of the Contract Documents.

The Contract Documents as a whole will be the legal agreement between SEAPA and the Contractor. There are no Contract Documents other than those listed in Section 11, above. The Contract Documents may be altered, amended, or repealed only by a written modification agreed to and signed by both parties.

13. Examination of Contract Documents and Site

At the time of execution of this Contract, the Contractor represents that it has given the Owner's Designated Representative written notices of conflicts, errors, or discrepancies discovered in the Contract Documents and the written resolution thereof by the Owner's Designated Representative is acceptable to the Contractor.

14. Document Interpretation

The Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

The Contract Documents are complementary, and items called for by one document shall be binding as if called for by all. The intent of the documents is to define the work required to complete the Contract. In case of a conflict, the more stringent or stricter requirement takes precedence over the more lenient one.

15. Requirements of Laws, Ordinances, Regulations, Licenses, and Taxes

It is the Contractor's responsibility to be familiar with all Federal, State, Borough and City laws, ordinances, statutes, and regulations, which in any manner may affect the work, and it will be deemed to be included in the Contract Documents the same as though herein written out in full. The Contractor shall not be excused in the performance of the work or any part thereof because of the Contractor's misunderstanding or lack of familiarity with such laws.

Contractor is required to hold a State of Alaska Contractor's License of the class required to perform the specified work. Contractor is also required to hold all current Alaska business licenses to perform the work.

All required Federal, State, and local sales and use taxes shall be paid by the Contractor as required by the laws and statutes of the State of Alaska and of any of its political subdivisions and shall be included in the prices quoted in the proposal.

16. Execution of Contract

The successful bidder shall, within ten (10) calendar days after receiving Notice of Award, sign and deliver to SEAPA:

- A. This Contract No. 25031 signed by Contractor
- B. Evidence of Contractor's State of Alaska Business and Contractor's licenses required for the work.

- C. Payer's Request for Taxpayer Identification (Form W-9).
- D. Required Insurance Certificates

After receiving the above documents from the successful bidder, SEAPA's authorized agent will sign the contract. Signature by both parties constitutes execution of the contract.

17. List of Substitutions

The material and equipment used in performing this contract shall be on the basis of material and equipment described in the Contract Documents without consideration of possible substitute or "equal" items. Whenever it is indicated in the Contract Documents that a substitute or "equal" item of material or equipment may be furnished or used by the Contractor, if acceptable to the Owner's Designated Representative, application for such acceptance will not be considered by the Owner's Designated Representative until after the "effective date of the contract."

18. Construction Schedule

The Contractor will deliver to SEAPA a construction schedule, which has been agreed to and negotiated by SEAPA and Contractor, before commencing work.

19. Certificate of Insurance

Contractor shall procure the following minimum insurance coverage and limits of liability:

	Type of Insurance	Minimum Coverage
1.	Workers' Compensation <u>applicable to Alaska*</u> (including Jones Act and United States Longshore and Harbor Workers Act coverage), Employer's Liability, and Maritime Employers' Liability for applicable operations. *Special care should be paid to Workers Comp coverage for out-of-state vendors. Out-of-state vendors may have Worker's Comp coverage valid in their home state, but their carrier may not be licensed to cover worker's compensation for work actually performed by their employees in Alaska.	Statutory Benefits with Employers Liability limits of: \$1,000,000 Bodily Injury by Accident \$1,000,000 Bodily Injury by Disease \$1,000,000 Bodily Injury Policy Limit
2.	Commercial General Liability	\$ 2,000,000 General Aggregate \$ 2,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence \$ 100,000 Fire Legal Liability – Each Fire
3.	Vessel Hull & Machinery	Contractor shall insure or require all vessels and related machinery used in work under this Contract to be insured for at least the Actual Cash Value of such vessels and machinery at all times, wherever located.
4.	Commercial Automobile Liability	(Owned, hired, and non-owned, leased) with a combined single limit of not less than \$2,000,000 for each occurrence.

5.	Contractor's Equipment	Contractor shall insure all equipment, tools, supplies and other property and material used in the performance of work under this Contract for the full replacement value of such property, tools, and equipment, wherever located.
6.	Aviation Liability Insurance owned and non-owned aircraft (may be via air carrier's policy with SEAPA named as certificate holder, additional insured, and subrogation waived)	<p>Aircraft liability insurance on all aircraft used regarding this contract, whether owned or non-owned, or hired, shall have limits for bodily injury or death of not less than \$5,000,000 per occurrence and insuring against claims for personal injury, including death, and for property damage limits. This required insurance may be in a policy of policies of insurance, primary and excess, including the umbrella or catastrophe form.</p> <p>This policy shall include Aircraft hull insurance on all aircraft used regarding the contract, whether owned, non-owned, or hired, for the full insurable value, for loss or damage, including loss of use.</p>
7.	Verification of coverage: Include the following when submitting evidence of insurance compliance	<ol style="list-style-type: none"> A fully completed ACORD Certificate of Liability Insurance form evidencing compliance with all insurance requirements herein. A copy of the declaration page for all policies. For all liability coverages include SEAPA as named additional insured utilizing for CG201011/85 or CG2010/10 with CG2037 10/01, or their equivalent. Form CG2033 is not acceptable for subcontractor insurance. For primary liability coverage(s) include form CG250303/97, or equivalent for per project aggregate Include endorsement of all policies evidencing policies are primary and non-contributing. Include evidence of waiver of subrogation for all policies.

Employer's Liability, Commercial General Liability and Commercial Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

A. Additional Insured Requirements

Contractor shall endorse liability policies, including without limitation, Employer's Liability policy, to add Owner as "additional insured" with respect to liability arising out of (a) operations performed for Owner by Contractor, (b) general supervision of Contractor's operations, and (c) claims for bodily injury or death brought against Owner by Contractor's employees, or the employees of the Contractor's lower tiered contractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to Owner as additional insureds under Contractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Owner.

B. Waiver of Subrogation

To the extent of coverage afforded any property or equipment floater insurance applicable to the Work or the Project or equipment used in performance of the Work or the Project, regardless of whether such insurance is owned by or for the benefit of

Contractor, Owner or their respective agents, Owner and Contractor waive all rights against each other, agents and employees each of the other, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance.

Contractor's insurers shall waive their right of subrogation against the Owner for workers compensation and liability coverages.

If policies of insurance referred to in this Contract require an endorsement to provide for continued coverage where there is waiver of subrogation, the owners of such policies will cause them to be so endorsed.

C. General Liability Insurance

Commercial General Liability insurance required under this paragraph shall include coverage for Personal Injury/Advertising Injury, Products/Completed Operations, including Completed Operations and Blanket Contractual Liability insurance applicable to the Contractor's indemnity obligations under this Contract, and other contractual indemnities assumed by Contractor under the Contract Documents. Coverage shall be on a per occurrence basis.

The Contractor shall purchase and maintain General Liability Insurance covering bodily injuries, including death at any time resulting therefrom, sustained by any person or person, and covering damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Contract or the Work or construction.

Insurance Form. Such General Liability Insurance shall indemnify and defend the Contractor and the Owner, as an additional named insured, and all of their officers and employees, from and against any and all by reasons of liability imposed by law, including, but not limited to, Operations/Premises Liability, Independent Contractor's Protective Liability/Owner's Protective Liability, Completed Operations and Products Liability, owned, non-owned, and Hired Vehicles, and Equipment and, including explosion, collapse and underground damages and loss of use. Such General Liability Insurance shall be provided on a comprehensive bodily injury and property damage liability form satisfactory to the Owner and shall name the Owner as an additional insured and shall cover and include Contractor's contractual indemnity of Owner. The coverage shall not include an unfunded self-insured retention.

D. Worker's Compensation and Employers' Liability

Insurance Requirements. The Contractor shall purchase and maintain Worker's Compensation Insurance with limits satisfactory to meet any statutory requirement and Employers Liability insurance with limits of not less than \$500,000 for any one injury.

Insurance Period. Such industrial accident, worker's compensation and employer's liability insurance shall be maintained in effect until final acceptance of Contractor's Work.

Failure to Maintain Worker's Compensation Insurance. The Contractor acknowledges and agrees that in the event it fails to maintain proper workers' compensation insurance coverage, the State and the Owner may pursue any remedies provided by AS 23.30.045, the Contractor may terminate the Contract without liability

and/or take or pursue any other remedies otherwise provided by contract or by law.

E. Automobile

Commercial automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per accident CSL for bodily injury and property damage. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

F. Aviation (may be via air carrier's policy)

Aircraft liability insurance on all aircraft used in connection with the contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$5,000,000 million per occurrence and insuring against claims for personal injury including death, and for property damage limits. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

The policy shall include Aircraft hull insurance on all aircraft used in connection with the contract, whether owned, non-owned, or hired, for the full insurable value, for loss or damage, including loss of use.

G. Cancellation of Insurance

The Contractor shall not cause any insurance policy to be cancelled or permit any policy to lapse or reduce the amount of such insurance during the period of the Contract. All insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse or to a reduction in the amount of insurance until written notice has been first delivered to the Owner by the insuring company stating the date that such cancellation, lapse, or reduction shall be effective, which date shall not be less than thirty (30) days after the delivery of such notice to the Owner.

When a renewal of a policy is approaching, Contractor shall deposit evidence of renewal before expiration of the term of the policy. The certificates of insurance shall provide that the broker will endeavor to give written notice of cancellation of the above-required insurance policies to the certificate holder thirty (30) days prior to cancellation.

H. Verification

Certificates of insurance, as evidence of the insurance required by this Contract, shall be furnished by Contractor to Owner before any access to the work sites or construction is commenced by Contractor, its agents, or subcontractors. The Owner shall have the right to require Contractor to provide verification, including the right to inspect Contractor's records at reasonable times, to confirm the insurance called for herein is in force. If the Contractor fails to provide verification of full coverage of all the insurance required by the Contract Documents, at all times, Owner may, without liability, direct the Contractor cease any further operations, and remove all personnel and equipment from the Project site until all such insurance is verified as being in full force and effect, or may without liability, deem such failure to verify full coverage as a material breach and default and terminate the Contract without liability.

I. Failure to Maintain Required Insurance

The Contractor acknowledges and agrees that in the event it fails to maintain insurance as required by this Contract the Owner may terminate the Contract without liability or cost, and/or take or pursue any other remedies otherwise provided by contract or law.

J. Contractor's Acknowledgement

Contractor acknowledges that it is not an employee of Owner and that neither the Contractor, nor any of its employees, has any rights in or under any health, liability or disability or other insurance policies maintained by Owner, nor to any overtime, vacation holiday, sick leave, seniority, or other benefits. Contractor further acknowledges that neither it, nor any of its employees, has any right to claim unemployment compensation, worker's compensation, or disability compensation pursuant to this Contract, or as a result of Contractor's relationship with Owner.

K. Primary Insurance

Insurance policies maintained by Contractor shall be primary. Policies maintained by SEAPA shall be excess and noncontributory to policies maintained by Contractor.

20. Accident Prevention/Safety

A. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Standards issued by the State of Alaska Department of Labor in their performance of any work required to be performed under this Contract. This Contract may be suspended at any time if, in Agency's discretion, it is determined that Contractor is not performing the work in a safe manner. Agency shall immediately notify Contractor in writing of its election to suspend this Agreement for safety purposes and shall specify their safety concerns. Contractor shall have five (5) days, unless agreed otherwise between the parties in writing, within which to correct each safety concern or reach agreement regarding modification of the task(s) to be performed by Contractor. If the safety concern is not addressed within the time frame agreed to by the parties, Agency may notify Contractor, in writing, of its election to terminate this Contract. Agency shall have no liability for suspension, delay, or termination of the work if such is due to a safety concern and shall compensate Contractor up to the date Agency issues notice in writing to Contractor of their election to suspend this Contract for safety purposes.

B. This Contract may be suspended at any time if, in Contractor's discretion, it is determined that the working conditions or tasks directed by Agency presents an unreasonable risk of physical injury to any of Contractor's employees. Contractor shall immediately notify Agency in writing of their election to suspend this Contract for safety purposes and shall specify their safety concerns. Agency shall have five (5) days, unless agreed otherwise between the parties in writing, within which to correct each safety concern or reach agreement regarding modification of the task(s) to be performed by Contractor. If the safety concern is not addressed within the time frame agreed to by the parties, Contractor may notify Agency, in writing, of its election to terminate this Contract. Contractor shall have no liability for suspension, delay, or termination if such is due to a safety concern and shall be compensated up to the date Contractor issues notice in writing to Agency of their election to suspend this Contract for safety purposes.

C. Contractor shall immediately notify the Owner of all safety related incidents, and submit a detailed, written report and include any other data/information requested by Owner, within 24 hours of the incident.

21. Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and SEAPA representatives as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

22. Change Orders

A change in contract time, contract price, or responsibility may be made for changes within the scope of the Work only by Change Order. Upon receipt of an executed Change Order, the Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided. Changes in contract price and contract time shall be made in accordance with the Contractor's bid submittal to SEAPA.

23. Differing Site Conditions

A. The Contractor shall promptly, and before such conditions are disturbed (except in an emergency) notify SEAPA's Designated Representative in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract, which subsurface, latent or unknown conditions are not among the risks of performance assumed by the Contractor and which will be considered by the Contractor as a basis for a claim for extra compensation.

Changed conditions that occur because of any negligence or inattention on the part of the Contractor, its employees or agents will not be considered eligible for extra payment. SEAPA's Designated Representative will, as promptly as practicable, investigate such conditions and make a finding and determination to the Contractor. If SEAPA's Designated Representative determines that such conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for performance of any part of the Work under the contract, such matters shall be covered by an agreed Change Order.

No claim of the Contractor under this section will be allowed unless the Contractor has given the required notice prior to disturbance beyond that necessary to identify the condition. If the Contractor disagrees with SEAPA's Designated Representative's determination, or if the parties fail to agree upon the adjustment to be made, SEAPA's Designated Representative's determination will be final and conclusive unless the Contractor submits a Notice of Claim to SEAPA in writing. Conditions which would have been revealed by a reasonable site inspection shall in no event be considered the basis for a changed condition or granting an adjustment. In any event, the Contractor shall not be relieved, unless permitted by SEAPA, from its obligation of resuming construction operations pending decision as to the validity of the claim or pending execution of a Change Order to this Contract.

B. Any claim for additional compensation by the Contractor shall not be allowed unless the Contractor has first given the notice required by this Contract. Failure to furnish such notice in a timely manner shall be regarded as a release from and will act as a waiver of the claim. Also, any claim made under this clause shall be limited to the physical location of the construction identified by the Site Plan in the Drawings. If SEAPA and the Contractor are unable to reach an agreement concerning an alleged differing site condition, the Contractor will be required to keep an accurate and detailed record which will indicate the actual cost of the work done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. SEAPA shall be given the opportunity to supervise and check the keeping of such records.

C. Any change to statute or regulation shall not form a basis for a claim for additional time or compensation by the Contractor under this paragraph.

24. Contract Price

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the contract price. The contract price may only be changed by a Change Order which may be subject to SEAPA's Board of Director's approval.

25. Starting the Work

No Work on contract items shall be performed before the effective date of the Notice to Proceed. The Contractor shall notify SEAPA's Designated Representative at least 24 hours in advance of the time actual construction operations will begin. The Contractor may request a limited Notice to Proceed after Award has been made, to permit it to order long lead materials which could cause delays in project completion. However, granting is within the sole discretion of SEAPA, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

26. Computation of Contract Time

When the contract time is specified on a calendar day's basis, all work under the contract shall be completed within the number of calendar days specified. The count of contract time begins on the day following receipt of the Notice to Proceed by the Contractor if no starting day is stipulated therein.

27. Extensions Due to Delays

A. If the Contractor is delayed or disrupted in its performance under the Contract by any of the following causes, the Contractor shall be entitled to an extension of time as its exclusive remedy. The Contractor agrees to complete the Work within the Contract time as thus extended. Such extensions shall postpone the beginning of the time for payment of liquidated damages, if any, by the Contractor, but they and the events producing them shall not be grounds for claims by the Contractor in damages or for additional costs, expenses, overhead or profit or other compensation.

B. The delays to which this article applies, unless otherwise specified elsewhere in the Contract Documents, are unforeseeable delays due to:

1. Force majeure which includes war, riot, acts of God, unusually severe weather or any other cause beyond the Contractor's reasonable ability to foresee or control whether or not similar to those enumerated.

2. Any act or neglect of SEAPA or its Designated Representative.

3. Performance, attempted performance, or delays in performance by any other contractor employed by SEAPA or their subcontractors; including delays of any duration in the scheduled completion of work indicated to be completed by others; delays caused by any direction of SEAPA's Designated Representative respecting the order of precedence in the performance of the other contracts and acts by other third parties including public and private utilities.

C. The Contractor shall file with SEAPA's Designated Representative a written request for an extension of time within seven (7) calendar days after the Contractor knows or by reasonable diligence should know, of the event causing or likely to cause delay. The request shall state the portion of the Work so delayed and shall fully state the reasons for such delay. No extension will be made for any portion of any delay occurring more than seven (7) days before said request is made in writing to SEAPA's Designated Representative. In the case of a continuing cause of delay, only one (1) request is necessary.

D. When such a request is received, SEAPA's Designated Representative will ascertain the reasons for the extent of the delay, if any, and shall provide a finding of fact and determination to the Contractor. If SEAPA's Designated Representative determines that the facts justify an extension of time, the Contract will be modified accordingly in writing. If SEAPA's Designated Representative determines that the facts as reported by the Contractor, do not justify an extension of time, such request will be denied in writing. SEAPA's Designated Representative's determination will be given to the Contractor, and such determination shall be final and conclusive unless the Contractor submits a Notice of Claim to SEAPA.

28. Failure to Complete on Time

Permitting the Contractor to continue to finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of SEAPA of any liquidated damages or any other rights under the contract.

29. Burning On Site

Burning of materials on-site or within the project boundaries shall be in accordance with and shall fully comply with the SEAPA 2026 Cleveland Helipad Installation Project *Fire Control Plan* approved by the U.S. Forest Service; the SEAPA 2026 Cleveland Helipad Installation Project *Work and Camping Plan* and its attachments approved by the U.S. Forest Service; and the applicable sections of the Project Manual.

30. Tests and Inspections

A. The Contractor shall give SEAPA's Designated Representative timely notice of readiness of the Work for all required inspections, tests, or approvals.

B. If Regulatory requirements of any public body having jurisdiction require any work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish SEAPA the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with SEAPA's acceptance of a supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by the Contractor. SEAPA may perform additional tests and inspections which it deems necessary to ensure quality control. All such failed tests or inspections shall be at the Contractor's expense.

C. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of SEAPA's Designated Representative, it must, if requested by SEAPA's Designated Representative, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given SEAPA's

Designated Representative timely notice of Contractor's intention to cover the same and SEAPA's Designated Representative has not acted with reasonable promptness in response to such notice.

D. Neither observations nor inspections, tests, or approvals by SEAPA's Designated Representative or others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

31. Uncovering Work

A. If any Work is covered contrary to the written request of SEAPA's Designated Representative, it must, if requested by SEAPA's Designated Representative, be uncovered for SEAPA's Designated Representative's observation, and replaced at the Contractor's expense.

B. If SEAPA's Designated Representative considers it necessary or advisable that covered work be observed, inspected, or tested, the Contractor, at SEAPA's Designated Representative's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as SEAPA's Designated Representative may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is Defective, the Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) and SEAPA shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be Defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

32. Correction or Removal of Defective Work

If required by SEAPA, the Contractor shall promptly, as directed either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by SEAPA, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. The Contractor shall bear all direct, indirect, and consequential costs of such correction removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

33. Acceptance of Defective Work

Instead of requiring correction or removal and replacement of Defective Work, SEAPA may accept Defective Work, the Contractor shall bear all direct, indirect, and consequential costs attributable to SEAPA's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and SEAPA shall be entitled to an appropriate decrease in the Contract Price. If SEAPA has already made final payment to the Contractor, an appropriate amount shall be paid by the Contractor or his Surety to SEAPA.

34. SEAPA May Correct Defective Work

If the Contractor fails within a reasonable time after written notice from SEAPA to proceed to correct Defective Work or to remove and replace rejected Work as required by SEAPA, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, SEAPA may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph, SEAPA shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, SEAPA may exclude the

Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the site or approved remote storage sites or for which SEAPA has paid the Contractor but which are stored elsewhere, the Contractor shall allow SEAPA and its authorized representatives such access to the Site as may be necessary to enable SEAPA to exercise the rights and remedies under this paragraph. All direct, indirect, and consequential costs of SEAPA in exercising such rights and remedies will be charged against the Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and SEAPA shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's Defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise of SEAPA's rights and remedies hereunder.

35. Substantial Completion

When the Contractor considers the Work ready for its intended use, the Contractor shall notify SEAPA's Designated Representative in writing that the Work or a portion of Work which has been specifically identified in the Contract Documents is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that SEAPA issue a certificate of Substantial Completion. Within a reasonable time thereafter, SEAPA, the Contractor and appropriate Consultant(s) shall inspect the Work to determine the status of completion. If SEAPA does not consider the Work substantially complete, it will notify the Contractor in writing giving the reasons therefor. If SEAPA considers the Work substantially complete, it will within fourteen (14) days execute and deliver to the Contractor a certificate of Substantial Completion with list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion SEAPA will deliver to the Contractor a written division of responsibilities pending Final Completion with respect to the items requiring a remedy.

SEAPA shall be responsible for all SEAPA costs resulting from the initial inspection and the first re-inspection; the Contractor shall pay all costs incurred by SEAPA resulting from re-inspections, thereafter.

36. Access Following Substantial Completion

SEAPA shall have the right to exclude the Contractor from the Work Sites after the date of Substantial Completion, but SEAPA shall allow Contractor reasonable access to complete or correct items on the list of items to be completed or corrected.

37. Final Inspection

Upon written notice from the Contractor that the entire Work or an agreed-upon portion thereof is complete, SEAPA's Designated Representative will make a final inspection with the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies. The Contractor shall pay for all costs incurred by SEAPA resulting from re-inspections.

38. SEAPA May Suspend Work

A. SEAPA may, at any time, suspend the Work or any portion thereof by notice in writing to the Contractor. If the Work is suspended without cause, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable

to any suspension if the Contractor makes an approved claim therefor in writing. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the Contractor, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor.

B. In case of suspension of Work, the Contractor shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or approved remote storage sites.

39. Default of Contract

A. If the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Proposal, or
2. Fails to perform the Work in accordance with the Contract Documents including, but not limited to, failure to supply sufficiently skilled workmen, suitable materials, or equipment or failure to adhere to the progress schedule, or
3. Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work, or
4. Discontinues the prosecution of the Work, or
5. Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or
6. Becomes insolvent, except that if the Contractor declares bankruptcy, termination shall be in accordance with U.S. Code §362 and/or 11 U.S. Code § 365. In the event the Contractor declares bankruptcy, the Contractor agrees that the Contract will be assumed or rejected in a timely manner so that the Contract will be completed by the date specified in the Contract, or
7. Allows any final judgment to stand against him unsatisfied for a period of sixty (60) days, or
8. Makes an assignment for the benefit of creditors without the consent of SEAPA, or
9. Disregards Regulatory Requirements of any public body having jurisdiction, or
10. Otherwise violates in any substantial way any provisions of the Contract Documents, or
11. For any cause whatsoever, fails to carry on the Work in an acceptable manner, SEAPA may give notice in writing to the Contractor of such delay, neglect, or default.

B. If the Contractor, within the time specified in the above notice of default, shall not proceed in accordance therewith, then SEAPA may, upon written notification from the SEAPA's Designated Representative of the face of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the Contractor. SEAPA may terminate the

services of the Contractor, exclude the Contractor from the Site and take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which SEAPA has paid the Contractor but which are stored elsewhere, and finish the Work as SEAPA may deem expedient. SEAPA may enter into an agreement for the completion of said Contract according to the terms and provisions thereof or use such other methods that in the opinion of SEAPA are required for the completion of said Contract in an acceptable manner.

C. If the Contract is terminated for default, the Contractor shall be liable for the excess cost of completion, and all costs and expenses incurred by SEAPA in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting, or negotiating for bids or proposals for completion, and other procurement costs. Following termination, the Contractor shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due SEAPA and any amounts due to persons for whose benefit SEAPA has withheld funds, such excess shall be paid by SEAPA to the Contractor. If the damages, costs, and expenses due SEAPA exceed the unpaid balance, the Contractor and his Surety shall pay the difference.

D. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

40. Rights or Remedies

Where the Contractor's services have been so terminated by SEAPA, the termination will not affect any rights or remedies of SEAPA against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by SEAPA will not release the Contractor from liability.

41. Governing Law.

This contract shall be governed by the laws of the State of Alaska. Venue of any action shall be in the Superior Court of the State of Alaska, First Judicial District at Ketchikan.

42. Waiver.

The failure of Agency to demand strict performance of any provision of this contract shall not constitute a waiver of any provision, term, covenant, or condition of this contract or of the right to demand strict performance in the future.

43. Dispute Resolution.

If parties to this contract are unable to reach a mutually agreeable resolution of a dispute after a good faith effort, then any dispute or action under this Agreement shall first be mediated by a professional mediator, mutually agreed to by the parties, and whose costs shall be shared by the parties equally. If mediation does not settle the dispute, all disputes must be submitted to arbitration in accordance with Alaska law, and under the rules governing commercial arbitration as promulgated by the American Arbitration Association, applying Alaska law. An arbitrator shall be selected pursuant to the rules governing commercial arbitration as promulgated by the American Arbitration Association. Such arbitration hearing shall be held in either Anchorage, Alaska, or Seattle, Washington, whichever location is most convenient for the arbitrator. Except

for any injunctive relief, the parties hereby waive their rights to a trial by jury in Alaska District court. In any action to enforce or interpret this agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorney's fees and associated necessary costs.

44. Equal Employment Opportunity.

Agency is an Equal Opportunity Employer (EEO) under Federal and Alaska law, and it is unlawful to discriminate against any employee or applicant for employment based on race, religion, color, national origin, age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood (unless the reasonable demands of such position require a distinction). This is the policy of the Agency ("EEO Policy").

Contractor agrees that this EEO Policy shall apply equally to it, its employees, and hiring policies. Further, Contractor agrees that this EEO Policy shall apply to any subconsultant or contractor it hires to assist it under this contract and shall be responsible for inserting similar language into its contracts. Contractor and any subcontractors shall keep all records regarding compliance with this EEO Policy in the event the State and Federal agencies confidentially request such records.

45. Acceptance of Scanned Signatures.

The parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract, will be considered signed when the last dated signature of a party is delivered by scanned image (e.g., .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such scanned signature will be treated in all respects as having the same effect as an original signature.

SIGNATURE PAGE

This CONTRACT, between the **Southeast Alaska Power Agency**, herein called SEAPA, Agency, or Owner, and _____, a _____ [state whether LLC, Corp., etc.], organized under the laws of the State of Alaska, its successors and assigns, herein called Contractor, is effective the date of the signature of SEAPA on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by SEAPA, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction required for **SEAPA's 2026 Cleveland Helipad Installation Project**, which will require the provision of materials, equipment, tools, labor, transportation, and all other means as defined in the Contract Documents to perform the Project at the price bid by the Contractor for the sum of _____ and ____/100ths Dollars (\$_____) and such other items as are mentioned in the original Proposal, which Proposal and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.


It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will not be allowed by SEAPA, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by SEAPA. In no event shall SEAPA be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by SEAPA. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense, and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered, and all labor shall be done and performed, in every aspect, to the satisfaction of SEAPA, on or before _____, 20__.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Contract to be executed by their duly authorized officers as of the Effective Date.

SEAPA:

CONTRACTOR:

 SOUTHEAST ALASKA POWER AGENCY By _____ Robert Siedman, P.E., CEO Date: _____	[Contractor's Logo] [Contractor Name] By _____ [Name/Title] Date: _____
--	--