

PHILIPS

Turnkey Contracting Proposal

Project Budget & Scope of Work

**Azurion 7 C20 - Catalyst
Alaska Heart Institute**

Submitted By:
Philips North America LLC ("Philips")

For:
Alaska Heart Institute
Anchorage, AK

January 27, 2026

Turnkey Proposal

Summary

The purpose of this scope of work (“SOW”) is to define the extent of the Turnkey engineering, procurement and contracting work required to complete the project described above. Anything not specifically included by mention in this description is excluded from the agreed upon SOW. In the event of a conflict between the work described in the SOW definition set forth below, and the supplemental documents attached to this Turnkey Contracting Proposal, the SOW shall govern. The SOW should be thoroughly reviewed by all involved parties to ensure that all areas of concern are addressed, as the items described therein shall govern execution of the project described herein (“Project”). Additional items not addressed in this proposal may be included in the Project but are subject to negotiation.

This proposal references **Site Drawing Number: N-WES250499**
Room number: **Cath Lab 1**

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Project Summary

Extended Installation services for the purpose of retrofitting Room Cath Lab 1 to accommodate a new Philips Azurion 7 C20 - Catalyst system.

Scope of work includes:

- Selected demolition including removal of sections of flooring, walls, and ceiling as required for the new equipment.
- Finishes include painting and flooring repairs.
- Provide new surgical grade dimming LED light fixtures in the Procedure Room.

Estimated project durations:

Design: 12 weeks, **Permitting:** 8 weeks, **Renovations:** 18 weeks

Does not include de-installation of existing equipment or installation and training on new equipment. A detailed schedule will be provided upon award and project kickoff.

Scope of Work

DESIGN:

Division 01A – Architectural and Engineering

All architectural and engineering work necessary to complete the project described above, including:

- Customer meetings.
- Required survey and testing work.
- Construction document production (drawings & specs).
- Copies of the construction documents as required by applicable parties and other miscellaneous printing costs including read-only CADD files.
- Review and approval work, including fees for building and trade permits as required by state and local authorities having jurisdiction over the work.
- Redesign work required by review and approval authorities (35%, 65%, 95%, and 100% reviews).
- Pre-construction meetings.
- Shop drawing and submittal review.
- Necessary construction progress inspections, including punch-list and occupancy inspections.
- As-built drawings and specifications showing applicable changes made during construction.
- Travel costs and other miscellaneous expenses.

CONSTRUCTION:

Division 01 – General Requirements

- Maintain a job site office.
- Keep a current and up to date copy of the construction documents in the jobsite office, marked with red - lines for all changes that occur during the work.
- Provide all required shop drawings and submittals and keep a copy of all approved shop drawings and submittals in the job site office. Turn over applicable approved files as well as appropriate operation and maintenance manuals to the Owner upon completion of the project.
- Provide applicable samples.
- Maintain a full-time job superintendent.
- Conduct weekly job progress meetings, which include job-site safety discussions. On a weekly basis, provide two (2) copies of the following: Job status report and action plan; job progress and safety meeting report; an updated job schedule showing actual vs. plan; job site progress pictures with location key; any other pertinent correspondence.
- Provide applicable temporary utility hook-ups.
- Provide applicable permits and pay for all inspection fees.
- Pay applicable taxes on the work – when required.
- Standard job-site work hours are 0800 to 1700. Permission to work at the site during any periods other than standard work hours must be approved in advance, in writing.
- Noise restrictions at the job site are as follows: Disruptive work will be scheduled with the facility.
- HEPA filters and infection control procedures as required by the facility. Maintain negative pressure in the construction area as required by the facility.
- Provide daily broom cleaning of the job site and debris removal and appropriate disposal. Use of walk-off mats as required by the facility.

- The entire job site shall be thoroughly cleaned upon completion of the work, prior to turnover to the customer, and re-cleaned after the imaging equipment installation has been completed. Sterile final cleaning/terminal cleaning is not included.
- The storage, staging and delivery of materials to the job site shall be coordinated with the facility.
- Parking for two spaces for construction workers will be coordinated with the facility.
- Compliance with the Owner's security regulations and dress codes is required.
- A clean unrestricted access route to the project site is to be provided by the customer.
- This proposal assumes that all of the on-site work will be accomplished in one phase, so that once work begins on site it will continue until all work has been completed.

Division 02 – Existing Conditions

- The installation of code compliant temporary partitions to secure areas, control dust, protect adjacent areas and equipment as required are included.
- The demolition and appropriate removal and disposal of applicable existing walls, floors, ceilings, finishes, foundations, roofing, structure, equipment and utilities as required accommodating the work.
- Erect temporary construction barriers for the proposed renovation.
- Provide HEPA filtered negative air containment of project area including daily ICRA matrix and site cleaning per OSHA, JCAHO, FGI and Facility Standards.
- Remove existing anchors and equipment attachments that are not required for the proposed equipment.
- Remove the existing finished flooring portions within the Procedure Room to accommodate the proposed renovation.
- Remove the existing finished solid gypsum ceiling portions within the Procedure Room to accommodate general, electrical and structural modifications for the proposed equipment.
- Remove the existing ceiling structural strut, structures and HVAC diffusers to accommodate electrical and structural modifications for the proposed new equipment.
- Remove existing unused conduits serving the existing equipment and seal floor penetrations.
- Remove the existing partition wall and doors for the equipment closet to accommodate the proposed UPS location and the equipment cabinet ventilation requirements. **Note: The equipment closet doors do not appear to be lead lined. This proposal assumes that the required lead lining is at the rear of the equipment closet.**
- Note: The proposed new equipment will use the same baseplate and table base location as the existing equipment. The existing baseplate will remain.
- Note: The existing floor mounted med gas pedestal, ceiling mounted medical gas outlets, EP Boom, and EP Desk will remain.
- All items intended to be salvaged by the owner will be so noted and removed by the owner prior to the start of the demolition work.
- **This scope of work does not include the removal of any materials, including but not limited to asbestos, mold, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.**

Division 03 – Concrete

- Provide labor, material and equipment to repair and infill concrete floor portions after removal of the existing equipment and finish floor portions.

Division 04 – Masonry – N/A

Division 05 – Metals

- Install wall backing to accommodate the new equipment cabinets.
- Provide labor, material, and equipment to provide minor reconfiguration and leveling of the existing ceiling mounted structural supports to accommodate the new equipment. **Note: Any new ceiling supports will be installed as the existing ceiling height and extended in a manner similar to the existing installation to avoid modification to the existing automatic sprinkler system.**
- Provide labor, material, and equipment if required to install underfloor structural supports to accommodate the weight of the proposed UPS and Battery Cabinet.
- Provide labor, material and equipment if required to install fireproofing to new and modified structural steel supports above the ceiling and below the floor of the Cath Lab.
- Provide labor, material and equipment if necessary to install Philips specified Seismic supports for the proposed equipment replacement.
- Note: Structural metals other than those specifically stated in this proposal are excluded.
- Note: The existing ceiling mounted structural supports for existing EP boom will remain in the existing location and condition.

Division 06 – Wood, Plastics and Composites

- Provide labor, material, fabrication and equipment to provide minor modifications to the existing plastic laminate Control Counter to accommodate the proposed equipment replacement.
- Note: This proposal assumes that the existing Prefabricated Catheter Storage Cabinets will be removed and reinstalled by the facility.

Division 07 – Thermal and Moisture Protection

- The existing construction shall have thermal insulation equal to the existing level of insulation wherever the existing insulation is disturbed by the work.
- Repair of any non-compliant thermal or moisture protection outside the work area is excluded from this proposal. If required – a change order will be required.

Division 08 – Openings

- Provide labor, material and equipment to re-install the existing Equipment Closet Doors to accommodate the proposed renovation. **Note: Alaska has adopted the 2001 Edition of the AIA Guidelines and is considering adoption of the 2018 Edition. 2018 and more recent updates of AIA Guidelines require that the Equipment Room Access be from outside of the Procedure Room. This proposal excludes work to relocate access to the Equipment Closet and to the UPS Room.**

Division 09 – Finishes

- Provide labor, material and equipment to install new partition wall portions to accommodate the expanded equipment closet to accommodate clearance and ventilation requirements of the proposed UPS and Equipment Cabinets. Note: The equipment closet doors do not appear to be lead lined. This proposal assumes that the required lead lining is at the rear of the equipment closet.
- All existing drywall construction disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
- Include all finishing of walls in accordance with facility requirements in the project area including door / window frames and cable tray as needed.
- Provide repairs to the existing Surgical Grade Flooring in the Cath Lab Procedure Room to accommodate the proposed equipment replacement and renovation.
- All existing finishes disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
- Provide labor, material, and equipment to repair the existing gypsum ceiling in the Cath Lab Procedure Room to accommodate the equipment replacement and renovation.
- Provide labor, material, and equipment if necessary to remove and replace existing and install new ceiling finishes below the Cath Lab Procedure Room to install new below floor supports and below floor electrical.

Division 10 – Specialties

- Provide and install up to 6 solid ceiling access panels in the Procedure Room as required to accommodate the proposed equipment replacement.
- Remove and reinstall all facility provided items such as paper towel dispensers, soap dispensers, hand gel dispensers, mirrors, etc.

Division 11 – Equipment – N/A

- Rigging of the healthcare equipment is excluded.
- The existing floor mounted med gas pedestal, ceiling mounted medical gas outlets, EP Boom, and EP Desk will remain.

Division 12 – Furnishings – N/A

- The services of a professional interior designer are not included, nor are there any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.

Division 13 – Special Work

- Provide repairs to the existing Lead radiation shield as required to accommodate the proposed renovation.
- Physicist testing, analysis, or reporting are excluded. The owner should complete a Physicist test, analysis, and report to ensure the existing radiation protection is adequate.
- Additional lead shielding is excluded. Additional lead, if required, shall be added to the project scope and price.

Division 14 – Conveying Equipment

- Provide labor and equipment to rig the new Philips Provided Socomec Full Load UPS into the final location in the enlarged Equipment Closet.

Division 21 – Fire Suppression – N/A

- Note: The proposed Cath Lab system will use the same ceiling support layout as the existing system. Modifications to the existing Exam Room Sprinkler system are excluded.
- Note: The existing concealed sprinkler heads will remain in the existing location and condition throughout the remainder of the Cath Suite.

Division 22 – Plumbing – N/A

- The existing Medical Gas Wall Outlets, Floor Outlets, Ceiling Outlets, Zone Valves and Area Alarm will remain. This proposal does not include cost to add medical gases within the new Procedure Room.
- All other existing sinks, domestic water and waste plumbing will remain.

Division 23 – Heating Ventilating and Air Conditioning

- Note: This Scope of Work assumes that the proposed room is balanced properly for Cath Lab service. 2001 and 2018 AIA Guidelines require 15 air changes per hour for Cath Lab Service. Work to provide 15 air changes per hour as required is excluded.
- Note: The proposed Cath Lab system will use the same ceiling support layout as the existing system. Modifications to the existing Exam Room HVAC system locations are excluded.
- The Existing Equipment Room Heat load is 18,398 btu/hr. The proposed equipment room heat load with the Alternate UPS System is 16,934 btu/hr. Changes or upgrades of the facility Equipment Room HVAC System are excluded.
- Note: Modifications, additions, servicing, repairs, rebalancing or warranty of existing main facility HVAC systems except for those specifically stated in this proposal are excluded.
- Note: Additional Work associated with existing energy management controls (if any) is excluded.
- Provide third party pre and post renovation test and balance of the proposed renovation area.

Division 26 – Electrical

- All power feeds, transformers, distribution panels and circuit breakers (with identification labels), conduit, raceway, wiring, junction boxes, back-boxes, pull boxes, pull wire, raceways, cable trays, wall and floor duct, lighting fixtures and lamps, hospital grade receptacles and cover plates (ground fault interruptible circuit where required), switches and cover plates, connections, motors, disconnects, couplings, and other miscellaneous parts as required are included.
- Provide labor and equipment to reconfigure the existing 480-volt, 125-amp electrical service from the existing 480 volt disconnect within the existing Equipment Room to accommodate the new 480-volt, 125-amp electrical service for the Philips provided Socomec Full Load UPS System.
- Provide labor and material to install the Philips provided Socomec Full Load UPS System.
- Provide labor and material to install electrical service from the Philips provided UPS to the proposed new equipment.

- Reconfigure the existing electrical circuits to accommodate the proposed equipment.
- Provide up to 12 surgical grade dimming LED light fixtures in the Procedure Room to accommodate the proposed renovation.
- Include all required demolition and safe off of existing electrical conduit, boxes, panels and switches not required by the new equipment.
- Provide labor, material and equipment to reconfigure the existing and install new equipment cable conduit, cable tray and Flanged Edge Terminal Boxes as required to accommodate the proposed equipment.
- Modifications and additions to the existing ceiling mounted EP power boom, volcano cardiac, physiological monitoring or other third-party patient care and Cath Lab Support systems including conduits, power and raceways are excluded.
- Additional dedicated circuits and outlets not shown on the plans are excluded.
- An in-depth analysis of the quality, capacity or availability of existing building power and grounding, is excluded.
- Existing building power or grounding upgrades are excluded.
- Except as noted, Work associated with installing additional power conditioning or surge suppression equipment is excluded.
- Existing laser or processor circuits or receptacles (if any) are to remain “as is”.

Division 27 – Communications – N/A

- All existing telephone, intercom, computer networking, paging, public address, nurse call, code blue, and music systems are to remain in their current condition and location without additions or modifications.

Division 28 – Electronic Safety and Security – N/A

- The existing fire alarm components and system are to remain in the current condition and location without additions or modifications.

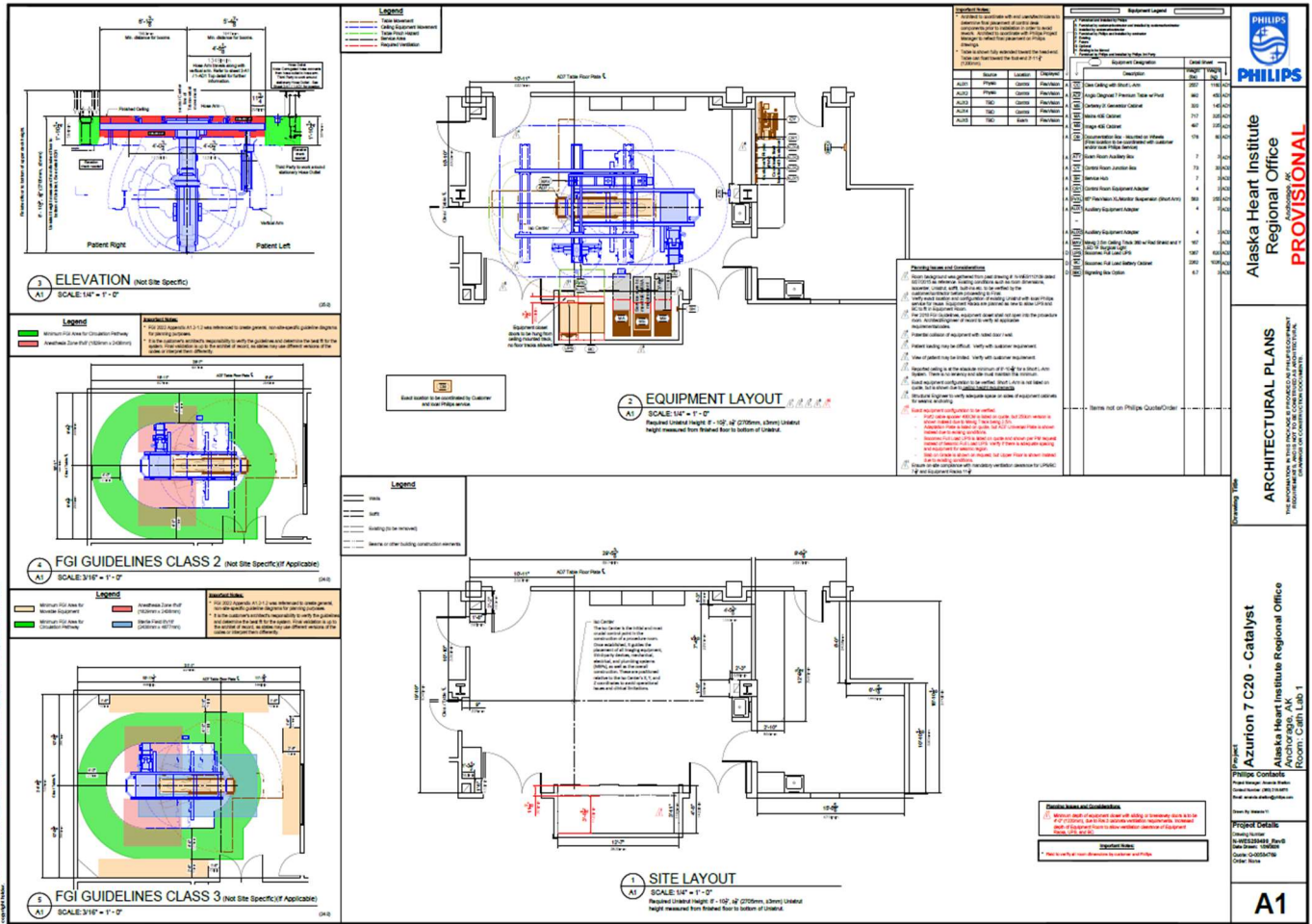
Division 31 – Earthwork – N/A

Division 32 – Exterior Improvements – N/A

Division 33 – Utilities – N/A

EXCLUSIONS:

- **This scope of work does not include the removal of any materials, including but not limited to asbestos, mold, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.**
- **Additional HVAC system components or capacity other than what is included in the description of work above.**
- **Additional RF components or other than what is included in the description of work above.**
- **Repair or replacement of existing HVAC system components other than what is included in the description of work above.**
- **Additional conduit, wiring, connections and programming to the existing or future facility Building/Energy Management System is not included and is the responsibility of the customer.**
- **Preparation, Submission, Review, approval work and fees as required by Local and State agencies or other governmental authorities having jurisdiction over the work other than the required building and trade permits.**
- **Note: Modifications and additions to the existing ceiling mounted EP power boom, volcano cardiac, physiological monitoring or other third party patient care and Cath Lab Support systems including conduits, power and raceways are excluded.**
- New Floor, Wall, Window, Door and ceiling mounted radiation shielding is excluded.
- Work in a bio-hazardous, radioactive, toxic or other high-risk environment.
- Work involving emergency power other than what is included in the description of work above.
- New utility power services, other than what is included in the description of work above.
- Networking or low voltage work, other than what is in the description of work within this proposal, are excluded.
- Work outside of normal working hours other than what is included in the description of work above.
- Removal/relocation of existing equipment is not included other than what is included in the description of work above.
- The services of a professional interior designer are not included, nor are any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.
- Vibration testing of the site is not included, nor is any vibration remediation work.
- Sterile final cleaning/terminal cleaning is not included.



Cost Breakdown

Total Cost for this project is **\$ Eight Hundred Fourty Two Thousand, Two Hundred and Ten Dollars (\$842,210)**.

The divisional breakdown in this Schedule of Values is a generalized statement of the Cost for the understood Scope of Work.

Division 01	General Requirements	\$297,040
Division 01a	Architectural & engineering work	\$58,760
Division 02	Existing Conditions/Site Work	\$97,635
Division 03	Concrete	\$4,700
Division 04	Masonry	\$0
Division 05	Metals	\$54,950
Division 06	Woods, Plastics, Composites	\$2,820
Division 07	Thermal & Moisture Protection	\$3,450
Division 08	Openings	\$7,690
Division 09	Finishes	\$127,485
Division 10	Specialties	\$10,570
Division 11	Equipment	\$0
Division 12	Furnishings	\$0
Division 13	Special Work	\$5,360
Division 14	Conveying Systems	\$10,390
Division 21	Fire Suppression	\$0
Division 22	Plumbing	\$0
Division 23	HVAC	\$8,550
Division 26	Electrical	\$152,810
Division 27	Communications	\$0
Division 28	Electronic Safety and Security	\$0
Division 31	Earthwork	\$0
Division 32	Exterior Improvements	\$0
Division 33	Utilities	\$0
TOTAL PROJECT COST		\$842,210

NOTE: THE QUOTED PRICE IS GOOD FOR 45 DAYS FROM THE PROPOSAL DATE

Alternate Deduct – If the Socomec Full Load UPS System is removed from the project deduct \$42,110 from the price above.

Anticipated Project Schedule/Duration

Estimated Date of Completion: T.B.D.

Philips Healthcare
Turnkey Project N-WES250499
Project Budget and SOW for Azurion 7 C20 – Catalyst Equip in Room Cath Lab 1
Alaska Heart Institute – Anchorage, AK
January 27, 2026, Expires 45 Days From This Date



IN WITNESS WHEREOF, the parties have duly executed this Turnkey Extended Installation Proposal.

CUSTOMER Alaska Heart Institute

By: _____

Name: _____

Title: _____

Date: _____

Terms & Conditions

PHILIPS HEALTHCARE – CONTRACTING TERMS AND CONDITIONS

Customer has accepted this Philips Turnkey Construction Proposal in order to complete installation of Philips medical equipment it is purchasing (“Equipment”) which requires physical modifications to Customer’s facility, as stated in the above-described Project Description. Philips will act as general contractor for the Project.

Entire Agreement. The Philips Construction Services Quotation, Philips drawings and specifications, Statement of Work, including any architectural or engineering drawings and specifications if any, the Project Plan, which are attached hereto as Exhibit A and incorporated herein by this reference, and this Turnkey Construction Proposal, including these terms and conditions (the “Project Documents”) constitute the entire agreement between the parties with respect to the goods and construction services described therein and supersede all prior or contemporaneous oral or written agreements (the “Agreement”). This Agreement may only be changed by written agreement signed by both parties. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard shall serve as references in interpreting the terms and conditions hereof. Any additional or different terms or conditions stated in any acknowledgement, purchase order, or other document issued by Customer in connection with this Agreement will have no effect and will not under any circumstances be binding on Philips unless specifically accepted in writing by an authorized representative of Philips.

Statement of Work. Philips shall provide the construction services described in the Construction Services Quotation and Statement of Work (the " Work"), including all architectural and engineering services (if applicable), labor, equipment, tools, materials, permits and insurance required for the execution and completion of the Work.

Project Plan. Philips understands that it will provide the Work also in accordance with an overall project plan to be developed between Philips, Customer and Philips’ contractor (“Project Plan”). Customer agrees to meet with Philips and its representatives to mutually develop and agree to the Project Plan, prior to commencement of the Work.

Philips’ Property. Philips’ designs, drawings, tracings, reproductions and specifications shall remain Philips’ property. While the Customer may retain a copy for record purposes, such property shall not be used by the Customer or others for other projects, for additions to this Project, or for completion of this Project by others.

Commencement of Work. Philips shall begin the Work upon receipt of this Agreement, signed by Customer, receipt of the down payment and any progress payments due from Customer, Philips management approval of credit and finance matters and any terms included in the Construction Agreement by Philips representatives, and receipt of any necessary permits, information or documents.

Substantial Completion. Philips will use its reasonable best efforts to achieve "Substantial Completion" of the Work by the estimated completion date as agreed by Philips and as identified above in this Agreement. Substantial Completion is defined as the date when the Work or a designated portion thereof is sufficiently complete, in accordance with the Construction Documents, for Customer to occupy the Work, or designated portion thereof, for the use for which it is constructed. Philips, and/or its subcontractors, shall have the right to post one or more signs of an appropriate size and decor identifying its presence at the job site, and any other signs or notices required by law.

Delays. If the Work is delayed by causes or conditions beyond Philips’ reasonable control or the control of its agents, suppliers or subcontractors, or due to acts or omissions of Customer, the schedule for completion of its Work and any other terms affected will be adjusted accordingly by Philips. In the event that such causes or conditions make the performance of Philips’ Work impossible or impracticable, Philips may terminate this contract without further liability.

Customer shall make available to Philips in a timely fashion any information, data or documents in its possession or to which it has reasonable access, including soil reports, which Philips may require to perform its Work. Philips shall be responsible for obtaining only such information, data or documents, which are specifically described in the Construction Documents.

Customer Representative. Customer shall designate and make available to Philips on a regular basis a representative who is fully familiar with the Work and who is authorized to act on Customer’s behalf in connection with the Work, to approve changes to, and to inspect the Work.

Philips Healthcare
Turnkey Project N-WES250499
Project Budget and SOW for Azurion 7 C20 – Catalyst Equip in Room Cath Lab 1
Alaska Heart Institute – Anchorage, AK
January 27, 2026, Expires 45 Days From This Date

PHILIPS

Site Access. Customer shall provide Philips with direct access to the Work site, and prevent interference with Philips' operations by its employees, visitors, trade unions, patients, customers or clients, other contractors and others. Customer shall make available for the use and benefit of Philips, its subcontractors and vendors, any exemptions and certificates of exemption from sales, use or similar taxes, held by Customer, to the extent permitted by law.

Nothing herein shall create any contractual relationship between Customer and Philips' subcontractors. Any communications from Customer to subcontractors shall be addressed to Philips.

The services and information required by this Section shall be furnished with reasonable promptness at Customer's expense and Philips shall be entitled to rely upon the accuracy and completeness thereof.

Price. Customer shall pay Philips the Price as stated in the Construction Services Quotation which, except as otherwise stated, includes all applicable insurance, permits, freight, taxes, and miscellaneous expenses necessary to perform the Work. Any utility assessments or connection charges, taxes or fees, licenses or permits relating to the operation of the facility are to be paid by Customer in addition to the Price. The Price may be adjusted for changes or additional work agreed to by the parties in writing. The Price is based upon services performed during the normal working hours at the construction location. Should Customer direct or approve any work outside such hours, additional costs incurred shall be at Customer's expense, except for overtime required as a direct result of an error by Philips.

Payment Terms. Customer shall pay the Price upon receipt of invoice in accordance with the payment terms stated in the Construction Services Quotation. Customer shall pay interest on any delinquent unpaid balance computed from the date due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of this Agreement following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

Changes. Should Philips or Customer propose a change in the nature or scope of the Work, Philips shall submit to Customer a written description of the Work involved in the proposed change and the cost thereof. Should Customer direct Philips to proceed with the change, Philips shall prepare a written change order describing the change and the adjustment in the Price required thereby ("Change Order"). No change shall be effective unless and until it is embodied in a writing signed by the parties. In any emergency affecting the safety of persons or property, Philips may act, at its discretion, to prevent threatened damages, injury, or loss. Any increase in the Price or extension of time claimed due to emergency work shall be determined as provided in this Agreement. Customer shall promptly advise Philips in writing of any defects in material or workmanship, which are discoverable with reasonable diligence in the course of the Work.

Inspection. Philips shall notify Customer when its Work is Substantially Complete, whereupon the parties shall promptly inspect the Work together, and identify any defects, deficiencies or Work remaining. These items shall be listed in a Certificate of Substantial Completion signed by Customer and Philips, which shall identify the Date of Substantial Completion and a schedule for correcting or completing such identified items. Warranties hereunder shall take effect on the Date of Substantial Completion. Upon the correction or completion of such identified items, the Work shall be promptly re-inspected. When the Work is completed, Philips shall invoice for, and Customer shall make, the final payment.

Hazardous Materials. Customer represents and warrants to Philips that no asbestos or other hazardous materials (as defined in the Occupational Health and Safety Act of 1970 and regulations promulgated thereunder) are located within or adjacent to Philips' Work site, except as may have been disclosed to Philips in writing prior to the execution of this Agreement. In the event that such hazardous materials are found on or adjacent to the job site during the course of Philips' Work, Philips shall immediately stop all Work and notify Customer orally, with confirmation in writing. Removal of all such hazardous materials shall be the sole responsibility of Customer. Philips shall, at its option, treat the presence of such hazardous materials as grounds for either a termination of this Agreement, or as a suspension of the Work until such time as Customer certifies in writing to Philips and Philips confirms that all such hazardous materials have been removed. In the latter event, any appropriate adjustments to the schedule, Statement of Work, Price or other terms of this Agreement shall be made by Change Order. Philips shall notify Customer in writing of its election to terminate or suspend the Work within ten (10) working days after its initial notice of the work stoppage.

Warranty. Philips warrants that the Work performed will be free from defects in material and workmanship and will substantially meet the construction specifications set forth in the Statement of Work as of the date of Acceptance. Philips further warrants that

its Work will accommodate and be compatible with the installation and operation of the Equipment purchased by Customer. Philips shall repair or replace any defects in materials or workmanship which occur within one (1) year from the date of Acceptance, and any damage to other work caused by such defects, or resulting from Philips' repair of such defects or damage, at its own expense. Repaired or replaced Work shall carry the same warranties as original Work.

Third Party Warranties. *Manufacturers' warranties on equipment and materials purchased and installed by Philips within its Statement of Work will be assigned by Philips to the Customer for its benefit upon receipt of final payment.*

Warranty Exclusions. *Warranty coverage does not include any defect which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, power fluctuation or failure, vandalism or any other damage caused by persons other than Philips employees, natural causes, failure or lack of humidity or temperature control,*

Insurance. *Philips will maintain the following insurance coverage during the Work, which shall constitute the limit of its liability: (a) Worker's Compensation coverage providing Statutory Benefits and Employer's Liability coverage in the amount of \$100,000; (b) Comprehensive General Liability coverage in the amount of \$1,000,000 combined single limit including the following coverage: (i) Products and Completed Operations, (ii) Property Damage Liability, (iii) Contractual Liability Coverage, and (iv) Blasting, Excavating and Grading (X, C, U) Endorsement; (c) Automobile Liability coverage in the amount of \$1,000,000 combined single limit covering all owned, leased, or rented vehicles; and (d) Umbrella/Excess Liability coverage in the amount of \$10,000,000.*

Customer shall be responsible, at its option and expense, to purchase Customers & Contractors Protective Liability insurance or such insurance as will protect it against claims, which may arise from operations under this Agreement. Customer shall also obtain, at Customer's expense, Builder's Risk Insurance for the full value of the Work and materials incorporated in the facility, and in and about the premises, naming as Loss Payee both Philips and Customer, as their interests may appear. Should the facility or the Work or any portion of either be destroyed and not covered by such insurance, additional Work by Philips to repair or replace such items shall constitute a change as described herein.

Each party shall be responsible for any deductibles on policies obtained by it or on its behalf hereunder. If for any reason, such policy insurer cancels or fails to renew such policy, or reduces the amount of coverage under such policy, Philips shall immediately purchase a replacement policy containing the same terms as such policy effective from the effective date of cancellation or reduction in coverage.

The Price does not include the cost of a Performance Bond; if such a Bond is desired, Philips will furnish one at Customer's cost, upon prior written notification, value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or its respective employees' or agents' wrongful or negligent acts or omissions.

LIMITATION OF LIABILITY. *The liability, if any, of Philips for damages, whether arising from breach of the terms in this Agreement, or otherwise with respect to the Work hereunder and the performance of this Agreement by either party, is limited to an amount not to exceed the total value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or its respective employees' or agents' wrongful or negligent acts or omissions.*

DISCLAIMER. **PHILIPS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR GOODWILL ARISING FROM ANY FAILURE OR MATTER ARISING UNDER THIS AGREEMENT.**

Additionally, Philips shall have no liability for any claims or damages arising from or related to:

- (1) pre-existing site conditions, construction or design;
- (2) information, data or documents provided by Customer for use by Philips in connection herewith;
- (3) work of third parties not under contract to Philips; and
- (4) environmental pollution or exposure to hazardous materials except as directly and solely caused by Philips' Work hereunder.

Compliance with Laws. In performing the Work hereunder, Philips shall use commercially reasonable efforts to comply, and to require its subcontractors to comply, with all laws, ordinances, regulations and codes applicable to the Work, including applicable building codes and manufacturers' installation instructions.

Termination. *Customer may terminate this Agreement for a material breach thereof by Philips, if Customer provides advance written notice of such breach to Philips and Philips is unable to cure such breach within thirty (30) days of its receipt of such notice. Customer may also terminate this Agreement for its convenience upon sixty (60) days prior written notice to Philips. In the event this Agreement is terminated for any reason, Customer shall pay Philips for all Work performed to the termination date, costs of canceling services, materials or equipment ordered, costs of materials not cancelable and other reasonable termination costs, along with reasonable overhead and profit on the Work not executed. Customer may, at its option and upon timely written notice of at least seven (7) days to Philips, and the subcontractors or vendors involved, assume all responsibility for any services, materials or equipment ordered, and such assumption shall constitute Customer's waiver of any and all claims against Philips.*

Philips may cancel this Agreement and/or any related contract with Customer immediately and without notice in the event Customer terminates or breaches any contract with Philips or is placed into receivership, files a petition of bankruptcy, or enters into an arrangement or assignment in favor of its creditors.

Order of Precedence. The terms and conditions contained in any of the Attachments shall be effective in accordance with such terms and conditions and to the extent they do not conflict with the terms and conditions contained in the main body of this Agreement.

Notices. Notices or other communications shall be in writing, and shall be deemed served or given if delivered personally to the representative of the party who signed the Agreement, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth below:

If to Customer: (Name of Customer representative)
Address
Tel. No.
Fax No.

If to Philips: Turnkey Department
Philips Healthcare
Address
Tel. No.
Fax No.

Miscellaneous.

Governing Law. The terms of this Agreement shall be interpreted under the laws of the United States, and the state in which the Work is performed without regard to principles of choice of law.

Binding Agreement. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

Assignment. Customer will not assign any of its rights or delegate any of its duties hereunder without the prior written consent of Philips.

Severability. The invalidity or unenforceability of any provision hereof will not effect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

Waiver. The failure of either party to require the performance of any obligation will not affect its right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default.

Philips Healthcare
Turnkey Project N-WES250499
Project Budget and SOW for Azurion 7 C20 – Catalyst Equip in Room Cath Lab 1
Alaska Heart Institute – Anchorage, AK
January 27, 2026, Expires 45 Days From This Date



Force_Majeure. Philips shall not be liable for any delay or default caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of Customer (or any of Customer's employees, agents, or representatives), acts of civil or military authorities, fires, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, lack of storage or cryogenics, water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Philips' control, and the time for performance of Philips' obligations hereunder shall be extended for the commercially reasonable period of time in the event of any delay or default for such causes.

Offset. Customer will not exercise any right of offset in connection with the related Equipment Quotation, or any other contract or account with Philips.

Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and together, one and the same agreement, which shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties.