

CONTRACT FOR PROFESSIONAL SERVICES WITH

In consideration of the mutual promises herein, ANCHORAGE, d/b/a Municipal Light and Power ("Anchorage/ML&P) and EES Consulting agree as follows. This contract consists of:

- A. Part I, consisting of 14 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions;
- C. Appendix A consisting of 1 page; and
- D. Appendix B consisting of 1 page.

PART I SPECIAL PROVISIONS

Section 1. Definitions

In this contract:

- A. "Administrator" means the General Manager, Municipal Light and Power or his designee.
- B. "Anchorage" means the Municipality of Anchorage, d/b/a Municipal Light and Power.
- C. "Contractor" means EES Consulting

Section 2. Scope of Services

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this section by reference.
- B. Anchorage shall not allow any claim for services other than those described in this section. However, the Contractor may provide, at its own expense, any other services that are consistent with this contract.

Section 3. Time For Performance

- A. This contract becomes effective when signed on behalf of Anchorage.
- B. The term of this Contract shall be for three (3) years from its effective date.

Section 4. Compensation; Method of Payment

- A. Subject to the Contractor's satisfactory performance, Anchorage shall pay the Contractor no more than Two-Hundred Fifty Thousand Dollars (\$250,000.00) per year in accordance with this section. Anchorage shall pay the Contractor in accordance with the schedule of professional fees attached as Appendix B and incorporated herein by reference for services actually performed under this contract.
- B. Each month, the Contractor shall present a bill to the Administrator describing the work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. The bill will include all required documentation and financial summary of the project. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within 30

ML&P Engineer of Record Contract

Date: 12-7-17 Exh # H-106
Regulatory Commission of Alaska
11-16-094 By: Sh 11-17-008
 Northern Lights Realtime & Reporting, Inc.
 (907) 337-2221

days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory, and why. The contractor will submit a monthly invoice even if there was not work done during that month or the invoice amount is zero.

C. The Contractor is not entitled to any compensation under this contract, other than is expressly provided for in this section.

D. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contract.

E. The monthly billing, submitted by the Contractor, is to include receipts of paid invoices for services and materials.

Section 5. Termination of the Contractor's Services

The Contractor's services under Section 2 may be terminated:

A. By mutual consent of the parties.

B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.

C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within thirty (30) days after receiving the notice.

Section 6. Duties Upon Termination

A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for its actual costs reasonably incurred in performing before termination. Payment under this subsection shall never exceed the total compensation allowable under Section 4. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Anchorage.

B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed the contract rate for such services, and payment under this subsection shall not exceed ninety percent (90%) of the total compensation allowable under Section 4. Any finished or unfinished documents or materials prepared by the Contractor under this contract shall become the property of Anchorage at its option.

C. If the Contractor receives payments exceeding the amount which it is entitled under subsections A or B of this section, he shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.

D. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials, and equipment owned by Anchorage and requested by the Administrator.

E. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any under-compensation under this contract, other than that allowed under this section.

F. If a final audit has not been performed before the Contractor's services are terminated, Anchorage may recover any payments for costs disallowed as a result of the final audit.

G. Except as provided in this section, termination of the Contractor's services under Section 5 does not affect any other right or obligation of a party under this contract.

Section 7. Insurance

A. The Contractor shall maintain in good standing the insurance described in subsection B of this section. Before rendering any services under this contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for Anchorage.

B. The Contractor shall provide proof of the following insurance:

1. \$500,000 Employers Liability and Worker's Compensation as required by Alaska Law.
2. Commercial Automobile Liability per occurrence in the amount of \$500,000 single limit to include: owned, hired, and non-owned.
3. Comprehensive General Liability in the amount of \$1,000,000 combined single limit to include:
 - Premises Operations
 - Products and Completed Operations
 - Blanket Contractual
 - Broad Form Property Damage
 - Independent Contractors
 - Personal Injury
4. Professional Liability in the amount of \$1,000,000.

C. Each policy of insurance required by this section shall provide for no less than thirty days' advance notice to the Municipality prior to cancellation.

D. With the exception of Worker's Compensation and Professional Liability each policy shall name the Municipality as an additional insured and the actual policy endorsement shall accompany each Certificate of Insurance.

E. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. The policy endorsement should accompany each Certificate of Insurance.

Section 8. Assignments

Unless otherwise allowed by this contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this contract or any delegation of duties under this contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this contract shall give Anchorage the right immediately to terminate this contract without any liability for work performed.

Section 9. Ownership, Publication, Reproduction and Use of Material

A. Except as otherwise provided herein, all data, documents, materials and software materials produced and/or developed by the Contractor under this contract shall be the property of Anchorage, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. It is understood and agreed that the Contractor's use of its proprietary computer software, methodology, procedures or other proprietary information in connection with an assignment shall not give Anchorage any rights with respect to such proprietary computer software, methodology, procedures or other proprietary information. Contractor may retain and further use the technical content of its work hereunder.

B. Equipment purchased by the Contractor with contract funds shall be the sole property of Anchorage marked and inventoried as such with a copy of the inventory forwarded to Anchorage.

Section 10. Notices

Any notice required pertaining to the subject matter of this contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: General Manager
Municipal Light & Power
1200 E. First Avenue
Anchorage, AK 99501
FAX: (907) 263-5204

Contractor: EES Consulting
Attn: Gary Saleba
570 Kirkland Way, Suite 100
Kirkland, WA 98033
(425) 889-2700
(425) 889-2725 FAX

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or five (5) days after proof of proper posting.

Section 11. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this contract, including without limitation:
 - 1. Any interruptions, suspension or interference resulting solely from the act of the Municipality or neglect of the Municipality not otherwise governed by the terms of this contract.
 - 2. Strikes or work stoppages.
 - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
 - 4. Order of a court, administrative agencies or governmental officers other than the Municipality.

Section 12. Financial Management.

The contractor shall establish and maintain a financial system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the contract;
- B. Effectively controls and accounts for all municipal funds and contract property; and
- C. Provides accounting records supported by source documentation.

Section 13. Funding Requirements.

In the event that any funding source for this contract should impose additional requirements upon Anchorage for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Anchorage.

Section 14. Subcontracts.

The contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this contract, provided:

- A. Every subcontract shall be reduced to writing and contain precise description of the service or goods to be provided and the nature of the consideration paid therefore.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000.00 shall require reasonable access to business records of the sub-contractor relating to the purchase of goods or services to the subcontract.

PART II

GENERAL CONTRACT PROVISIONS

SECTION 1. RELATIONSHIP OF PARTIES

The Contractor shall perform its obligations hereunder as an independent contractor of Anchorage. Anchorage may administer the contract and monitor the Contractor's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Contractor other than as provided in this section.

SECTION 2. NONDISCRIMINATION

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in a conspicuous place available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, or marital status or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation.
- D. The Contractor shall include the provision of subsections A through C of this section in every subcontract or purchase order under this contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this contract.

E. The Contractor shall comply with all applicable federal, state and Municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

SECTION 3. PERMITS, LAWS, AND TAXES

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

SECTION 4. NON WAIVER

The failure of either party at any time to enforce a provision of this contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this contract or any part hereof.

SECTION 5. AMENDMENT

A. This contract shall only be amended, modified or changed by a writing, executed by authorized representative of the parties, with the same formality as this contract was executed.

B. For the purposes of any amendment, modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are:

Contractor: EES Consulting

Anchorage: Municipal Manager or his designee

C. Any attempt to amend, modify, or change this contract by either an unauthorized representative or unauthorized means shall be void.

SECTION 6. JURISDICTION; CHOICE OF LAW

Any civil action rising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this contract.

SECTION 7. SEVERABILITY

Any provision of this contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the contract.

SECTION 8. INTEGRATION

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

SECTION 9. LIABILITY

The Contractor shall indemnify, defend, save and hold Anchorage harmless from any claims, lawsuits or liability, including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor, or any subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this contract.

SECTION 10. INSPECTION AND RETENTION OF RECORDS


The Contractor shall, at any time during normal business hours and as often as Anchorage may deem necessary, make available to Anchorage, for examination, all of its records with respect to all matters covered by this contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract, to Anchorage, in such form and at such times as Anchorage may reasonably require. The Contractor shall permit Anchorage to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this contract. Anchorage may, at its option, permit the Contractor to submit its records to Anchorage in lieu of the retention requirements of this section.

SECTION 11 AVAILABILITY OF FUNDS

Payments under this contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this contract, this contract shall terminate without penalty to Anchorage and Anchorage shall not be obligated to make payments under this contract beyond those which have previously been appropriated.

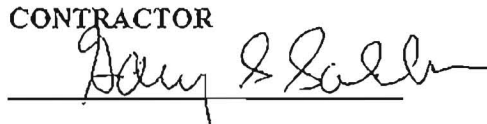
IN WITNESS WHEREOF, the parties have executed this contract on the date and at the place shown below.

MUNICIPALITY OF ANCHORAGE


Mayor, Municipal Manager or
Authorized Designee

Date: 5/31/13

CONTRACTOR


Name: Gary Saleba

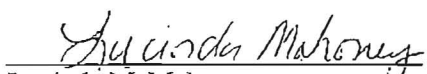
Title: President

Date: 03/25/13

IRS Tax Identification No. 91-1739563

Tax Status: Taxable ☐ Non-Taxable ☒

FUND CERTIFICATION


Lucinda M. Mahoney
Chief Fiscal Officer

Date: 5/13/13

FUNDS AVAILABLE \$ 250,000.00

Fund (0530)

Account Number(s): M1000-9232-M9232 BP 2013
(2013 Operating)

FUNDS AVAILABLE \$ 250,000.00

Fund (0530)

Account Number(s): M1000-9232-M9232 BP 2014
(2014 Operating -Subject to Appropriation)

FUNDS AVAILABLE \$ 250,000.00

Fund (0530)

Account Number(s): M1000-9232-M9232 BP 2015
(2015 Operating -Subject to Appropriation)

RECOMMENDED FOR APPROVAL


James M. Posey
General Manager, Municipal Light & Power
Date: APR 1 - 2013

REM

STATE OF WASHINGTON

)
) ss:
)

This is to certify that on the 25th day of March, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Gary Saliba known to me to be the President of the corporation named in the foregoing instrument, and acknowledged to me that he, in his official capacity is authorized by the corporation to execute the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.



Diane R. Running
Notary Public in and for the State of Washington

APPENDIX A

SCOPE OF WORK

The contractor shall, on an "as assigned" basis, perform all necessary consulting services required to insure ML&P remains in compliance with its bond covenants, including, but not limited to the following:

- A. Twenty Year Load Forecast
- B. Analysis of the Existing System
- C. Three-Year Electric System Report
- D. Additional analysis, testimonies, studies, etc, on an as needed basis regarding regulatory matters before the Regulatory Commission of Alaska, including a cost of service study(s); assist with integrated resource planning as required; assist in the preparation of RFP's for the acquisition of capital assets as required; assist with bond certifications.

APPENDIX B

PAYMENT SCHEDULE

Contractor will invoice for this engagement at the end of each month for the activities during that month. Contractor will submit a monthly invoice even if there was not work done during that month or the invoice amount is zero. Contractor will be paid a fee for the foregoing services based on the amount of time expended at its hourly rates in effect as compensation for the risk and value of Contractor's efforts. Contractor agrees that such rates will remain effective for the period of this contract.

In addition to the compensation provided above, Anchorage will pay Contractor for costs and expenses (direct and indirect) incurred in connection with the services, including messenger, telephone, telex, telecopier, deliver, reproduction, document and data retrieval, and computer research. These direct expenses also include fees and expenses of subcontractors and all travel expenses.

STANDARD BILLING RATES

Position	Hourly Rates
President	\$190/hr
Managing Director/Consulting Engineer	\$180/hr
Engineer/Economist/Financial Analyst	\$150 - \$170
Technical	\$130 - \$140
Secretarial	\$100

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICE CONTRACT WITH
EES CONSULTING

This Amendment No. 1 to the Contract for Professional Services ("Amendment No. 1") is entered into by and between the Municipality of Anchorage d/b/a Municipal Light and Power ("Anchorage" or "ML&P") and EES Consulting. ("Contractor").

WHEREAS, Anchorage and the Contractor entered into a contract for professional services dated on or about April 23, 2013 (hereinafter referred to as "Contract"); and

WHEREAS, the parties have the authority to amend the contract pursuant to Part II, Section 5 and desire to do so.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the contract, the parties do hereby agree that the contract shall be amended as follows:

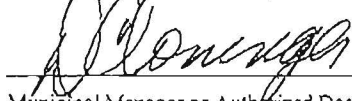
Section 1. Part I, Section 4, Compensation; Method of Payment. This section is amended by adding a new subparagraph reading as follows:

- F. If additional funding is required beyond the amount of \$250,000.00 per year outlined in Part I, Section 4(A) of this contract, additional funding can be sought in accordance with AMC 7.15.070 – 7.15.080.

Section 2. All other terms and conditions of the original contract remain unchanged.

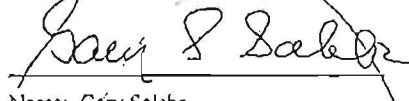
IN WITNESS WHEREOF, the parties have executed this amendment on the date
and at the place shown below.

MUNICIPALITY OF ANCHORAGE


Municipal Manager or Authorized Designee

Dated: 3-23-15
Dave Cloninger
Deputy Purchasing Officer
MOA Purchasing Department

CONTRACTOR


Name: Gary Saleba

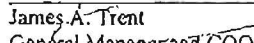
Title: President

Dated: 3/16/15

IRS Tax Identification No. 91-1739563

Tax Status: Taxable ☐ Non-Taxable ☒

RECOMMENDED FOR APPROVAL:

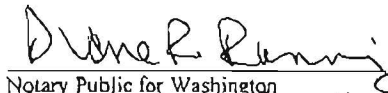

James A. Trent
General Manager and COO

Dated: MAR 17 2015

STATE OF WASHINGTON)
) ss:
)

The foregoing instrumentation was acknowledged before me this 16th day of March
2015, by Gary Saleba, President of EES Consulting, a Washington corporation, on behalf of the
corporation.




Notary Public for Washington
My commission expires: 11-01-18

AMENDMENT NO. 2
TO
PROFESSIONAL SERVICE CONTRACT WITH
EES CONSULTING

This Amendment No. 2 to the Contract for Professional Services ("Amendment No. 2") is entered into by and between the Municipality of Anchorage d/b/a Municipal Light and Power ("Anchorage" or "ML&P") and EES Consulting ("Contractor").

WHEREAS, Anchorage and the Contractor entered into a contract for professional services dated on or about April 23, 2013 (hereinafter referred to as "Contract"); and

WHEREAS, the parties have the authority to amend the contract pursuant to Part II, Section 5 and desire to do so.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the contract, the parties do hereby agree that the contract shall be amended as follows:

Section 1. Part I, Section 3, Time For Performance. This section is amended by revision Section 3(B) to read as follows:

B. The term of this Contract shall be for five (5) years from its effective date.

Section 2. All other terms and conditions of the original contract remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the date
and at the place shown below.

MUNICIPALITY OF ANCHORAGE

CONTRACTOR

Municipal Manager or Authorized Designee

Name: Gary Saleba

Title: President

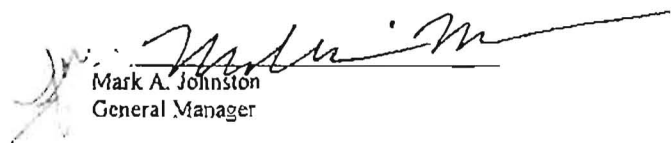
Dated: _____

Dated: February 1, 2016

IRS Tax Identification No. 91-1739563

Tax Status: Taxable ☐ Non-Taxable ☒

RECOMMENDED FOR APPROVAL:

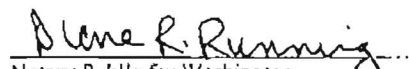

Mark A. Johnston
General Manager

Dated: _____

STATE OF WASHINGTON)
) ss:
)

The foregoing instrumentation was acknowledged before me this 1st day of February,
2016, by Gary Saleba, President of EES Consulting, a Washington corporation, on behalf of the
corporation.




Notary Public for Washington
My commission expires: 11-01-18