

BRADLEY PROJECT MANAGEMENT COMMITTEE AGREEMENT FOR CONSULTING SERVICES

This Agreement ('Agreement') is made this 27th day of June, 2023 (the "Effective Date") by and between the Bradley Lake Project Management Committee (BPMC) and Thibert Consulting Group ("Consultant"). BPMC and Consultant may be referred to collectively herein as the "Parties."

RECITALS

WHEREAS, the BPMC adopted Resolution No. 21-02 to implementing improvements to the Bradley Lake Hydroelectric Project (the "Project") and maximize the efficiency of the Project, and to unconstrain the benefits of the Project by increasing the energy available throughout the Railbelt Electric System; and

WHEREAS, Resolution 21-02 identified certain capital projects that would serve to unconstrain the transmission system serving the Project and the Railbelt Electric System, provide further benefits to the Project and enhance the Railbelt Electric System which delivers the energy produced by the Project; and

WHEREAS, the BPMC has determined it that the Project will benefit from securing any available federal funding, and that securing such funding requires the services of technical consultants to help develop and complete all necessary applications for possible capital projects to improve and unconstrain BPMC's grid, and improve efficiency and reliability, and pursue other work that is beneficial to the Project, and the BPMC.

AGREEMENT

1. Parties. This Agreement is made and entered into by and among the parties to the BPMC that include Matanuska Electric Association, The Chugach Electric Association, Golden Valley Electric Association, Homer Electric Association, Seward Electric System (the "Purchasers") and the Alaska Energy Authority; all are signatories to that certain Agreement for the Sale and Purchase of Electric Power ("Power Sales Agreement"); and Consultant.

2. Purpose. This Agreement constitutes the consulting services agreement between the BPMC and Consultant. The Consultant will work with the BPMC and its representatives to complete all work assigned to it in a timely manner.

3. Term. This Agreement is effective for two (2) years upon the date approved by the BPMC, at its regular meeting of June 23, 2023, and ratifies any work previously done by Consultant. The Agreement may be terminated upon thirty (30) days written notice by either Party.

4. Scope of Services. Initially and at the sole direction and guidance of the BPMC, the Consultant may be called upon to assist the BPMC for any Project related work as further directed by the BPMC and its authorized representatives.

5. Payment. Consultant will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by BPMC and its auditors upon request. If the BPMC disputes any items in Consultant's invoice for any reason, including the lack of supporting documentation, the BPMC may temporarily withhold payment of the disputed item and pay the remaining amount of the invoice. The BPMC will promptly notify Consultant of the dispute and request clarification and/or correction. After any dispute has been settled, the Consultant will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

6. Hold Harmless and Indemnification. The Consultant shall protect, defend, indemnify and save harmless the BPMC and its members, its officers, employees and agents from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorney's fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this contract, except for injuries and damages caused by the sole negligence of the BPMC.

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7. Miscellaneous:

a. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Subject thereto, this Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

b. Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Alaska, and in the event of any dispute between the Parties, the dispute resolution provisions of the Power Sales Agreement shall apply.

c. Dispute Resolution. The Parties agree that to the extent there are any disputes regarding the Agreement and its terms and conditions the dispute shall be subject to the Arbitration provisions of the Power Sales Agreement.

d. Amendment. Any modification, amendment or change in this Agreement shall be approved and authorized in writing by the Parties.

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e. Information. During the term of this Agreement and at all times thereafter, the Consultant will not use for his own advantage or disclose to any unauthorized person any confidential information relating to the business operations or properties of the BPMC or its member utilities. Upon the expiration or termination of this Agreement, upon BPMC's request, the Consultant will surrender and deliver to the BPMC all documents and information of every kind relating to or connected with the BPMC and the activities undertaken by Consultant on behalf of the BPMC. As used herein "confidential information" means all information, whether written or oral, tangible or intangible, of a private, secret, proprietary or confidential nature, of or concerning the BPMC, and its business and operations, including without limitation, any trade-secrets or know-how, computer software programs in both source code and object code, information regarding any product or service, development, technology, technique, process or methodology, any sales, promotional or marketing plans, programs, techniques, practices or strategies, any expansion or acquisition plans, any operational and management guidelines, any cost, pricing or other financial data or projections, and any other information which is to be treated as confidential because of any duty of confidentiality owed by BPMC to any individual Purchaser or any other information that the BPMC shall, in the ordinary course of its business, possess or use and not release externally without restriction on use or disclosure. The foregoing confidential information provision shall not apply to information which: (i) is or becomes publicly known through no wrongful act of the Consultant, (ii) is rightfully received from any third party without restriction and without breach by the Consultant of this Agreement, or (iii) is independently developed by the Consultant after the term of his employment hereunder. The provisions of this Section 7(f) shall survive the expiration and/or termination of this Agreement.

f. Complete Agreement. This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

g. Status of the Consultant. Consultant will be an independent contractor and not an employee of the BPMC, its members or the Alaska Energy Authority. Consultant represents and warrants that it has, or will obtain prior to the start of work, and will maintain, as required by applicable laws, ordinances, codes, and regulations all registrations, licenses, permits, and other similar documents and certification necessary for its performance of the work hereunder for the successful performance of this Agreement and any issued task order(s). Consultant shall not represent itself as an agent of the BPMC for any purpose, and has no authority to bind the BPMC, unless specifically granted such authority.

IN WITNESS THEREOF, the Parties below have executed this Agreement on the date written on the first page of this Agreement.

BRADLEY LAKE MANAGEMENT COMMITTEE

By: 
Vice Chair, BP/MC
Name: John J. Burns,

Date: 7/06/2023

THIBERT CONSULTING GROUP

By: 
Name: Lee Thibert

Date: 6-27-2023