

AGREEMENT FOR STUDY SERVICES
BETWEEN
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC
AND
CITY OF COLUMBIA, MISSOURI

Project No. J1191

This Agreement for Study Services ("Agreement") is made effective as of the date of the last signatory noted below, between the Midcontinent Independent System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("MISO"), and City of Columbia, Missouri ("Consultant"). This Agreement is executed between the Parties to facilitate the provision of services relating to Project No. J1191 (the "Project"). MISO and Consultant each may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, MISO administers Generator Interconnections Procedures ("GIP") pursuant to Attachment X to the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff") to process requests to interconnect generation facilities to the MISO Transmission System; and

WHEREAS MISO's GIP provides that entities desiring to connect generating facilities to MISO's Transmission System must adhere to a process and timeline that involves funding and participating in studies and revised studies at specified intervals as a condition of moving to the next stage in the process; and

WHEREAS, MISO has entered into an agreement with an applicant (the "Interconnection Customer") for one or more of the following pursuant to the Project, a copy of which agreement is attached hereto as Exhibit 1 ("Study Agreement"):

- ☐ Interconnection System Impact Study;
- ☐ Transmission Service Request System Impact Study;
- ☒ Interconnection Facilities, Facilities Study;
- ☐ Network Upgrade Facilities Study;
- ☐ Transmission Service Request Facilities Study;
- ☐ Optional Interconnection Study;
- ☐ Restudy (specify): _____; or
- ☐ Other (specify): _____; and

WHEREAS, MISO has determined that it is necessary and desirable for Consultant to perform the Interconnection Facilities, Facilities Study ("First Study"), as set forth in the Study Agreement for the Project, under the terms of this Agreement; and

WHEREAS, MISO contemplates a potential need to revise the First Study based on updated data and/or models, or perform additional studies (“Further Studies”) pertaining to the Project; and

WHEREAS, Consultant has represented that it is qualified, able, and prepared to provide such engineering and consulting services ("Services") to complete the First Study and any Further Studies (collectively “Studies”) that MISO may direct Consultant to perform pertaining to the Project; and

WHEREAS, the need to utilize Consultant’s Services for Further Studies pertaining to the Project is dependent upon decisions to be made by third parties and future contingencies that MISO cannot predict in advance; and

WHEREAS, MISO and Consultant desire to establish a mechanism to enable Consultant to provide Services for Further Studies relating to the Project on an accelerated basis, and without the need for a revised agreement, if and when requested by MISO.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained in this Agreement, it is agreed:

ARTICLE I RIGHTS AND OBLIGATIONS

1.1 Agreement. Except as otherwise set forth in this Agreement, Consultant hereby agrees to perform the First Study and any Further Studies directed and funded by MISO according to the applicable terms set forth in this Agreement. As used herein, the term “Study” shall refer to a First Study or Further Study as context requires. “Studies” shall refer collectively to the First Study and any all Further Studies performed pursuant to this Agreement.

1.2 Conditions for Work. Consultant shall perform the First Study and any Further Studies directed by MISO in accordance with all provisions of this Agreement, the scope provided in this Agreement (including, as applicable, Statement of Works for Further Studies, Good Utility Practice (as that term is defined in the Tariff), MISO Study Guidelines, and using MISO-provided or approved models for the Study.

1.3 Confidentiality of Information. Consultant acknowledges and agrees that, in performing its obligations under this Agreement it will have access to and receive information of a confidential nature from the MISO, transmission owners, and generators, and Consultant agrees to keep all such information confidential and not disclose such confidential information except on a need-to-know basis in order to complete its obligations under this Agreement. The Parties acknowledge that Consultant is subject to the Missouri Sunshine Law (Chapter 610 RSMo). The Parties agree that the Agreement and any open records provided to Consultant may be disclosed in accordance with the provisions of the Missouri Sunshine Law, as amended. Consultant shall notify MISO of any request for open records as soon as practicable after receiving such request and prior to disclosure to allow MISO or Boone Stephens Solar I LLC to take any actions with as may be allowed by law to limit or prevent such disclosure.

1.4 Use of Media. Consultant acknowledges and agrees to not reference this Agreement, the subject matter of this Agreement, or any other work performed for the MISO in any written media releases or promotional materials without the MISO's written consent, which consent shall not be unreasonably withheld.

1.5 Conflicts. In the event of a conflict between the body of this Agreement and any attachment or exhibit hereto, the terms and provisions of this Agreement shall prevail and be deemed to be the final intent of the Parties.

1.6 Ownership of Studies. Consultant shall own all right, title, and interest in all Studies performed by Consultant in connection with this Agreement. Consultant grants to MISO a royalty-free, paid-up, irrevocable, worldwide, perpetual license to use, disclose, copy, modify, and distribute the Studies, and grants MISO the right to prepare derivative works of any pre-existing materials that may be incorporated into a Study.

1.7 Third-Party Beneficiary. The Parties hereby designate Boone Stephens Solar I LLC as a third-party beneficiary of this Agreement having the right to enforce the performance, satisfaction, and fulfillment of the Parties' obligations under this Agreement.

ARTICLE II SCOPE OF AUTHORIZATION

2.1 Project. This Agreement is executed between the Parties pursuant to the February 4, 2019 Study Agreement for the Project between MISO and Boone Stephens Solar I, LLC.

2.2 Scope of Authorization. Consultant is an independent consultant and is the entity responsible for performance of the First Study, pursuant to the Project. Consultant has submitted a proposal for consideration by MISO ("Proposal"), attached hereto as Exhibit 2. MISO has accepted Consultant's Proposal in its entirety for the First Study, except as modified under the Scope of Work, attached hereto as Exhibit 3, and as further agreed by the Parties under the Additional Terms, attached hereto as Exhibit 4. The terms applicable to Further Studies shall be memorialized in subsequent Statement of Works in the form of Exhibit 3.1, which Statements of Work shall be attached hereto, as Exhibit 3.2, 3.3, etc.

2.2.1 First Study: Consultant agrees to perform the First Study pursuant to the terms of this Agreement, provided that both MISO and Consultant have duly signed all such documents indicating their acceptance of the terms therein.

2.2.2 Further Studies: Upon MISO making a determination that a Further Study is needed for the Project, MISO may send a request by electronic mail to Consultant requesting a quote to perform the Further Study or confirmation of an earlier quote ("Quote Request Email"). The Quote Request Email shall contain the following information: (1) the name and group of the Project to be studied; (2) the type of Further Study to be performed; (3) any models or data that MISO intends for Consultant to utilize in the Further Study, (4) the deadline by which MISO requires the Further Study to be completed and delivered, and (5) such other information that

MISO deems advisable to include. If Consultant requires additional information to issue a quote or perform the Further Study, Consultant shall request such additional information within two (2) business days after receiving the Quote Request Email. Within two Business days after the date that MISO transmitted the Quote Request Email or, if applicable, two business days after the date MISO transmitted the further information requested by Consultant, Consultant will transmit by electronic mail to MISO a quote containing Consultant's estimated total cost for the Further Study requested in the Quote Request email and a statement of the Consultant's estimated completion date ("Quote Response Email"). If MISO agrees with the terms specified in the Quote Response email, then MISO will issue a Statement of Work in the form of Exhibit 3.1 by electronic mail to Consultant accepting those terms and authorizing, and directing Consultant to commence performance of the Further Study. Consultant's emailed acceptance of such terms shall create a binding agreement between the Parties for such Further Study.

2.2.3. Email Commitments Binding; Manner of Offer and Acceptance: In accordance with Indiana's Uniform Electronic Transactions Act (I.C. 26-2-8-101 *et seq.*), the Parties agree to transact business electronically for purposes of forming binding agreements to perform Further Studies. For purposes of Article 2.2.2, all email correspondence regarding Further Studies shall be directed to the Authorized Representative(s) identified by MISO and Consultant respectively in Article 2.2.4 of this Agreement. Notwithstanding the provisions of Article 3.13 of this Agreement, the parties agree that any commitments, estimates, and authorizations issued or agreed to by each party's Authorized Representative relating to Further Studies shall be binding upon the Authorized Representative's party without need for any further writing provided that the following conditions are met:

- (1) The offer, acceptance, or representation displays an email address matching one of the email addresses listed Article 2.2.4 of this Agreement, as may be amended;
- (2) The offer, acceptance, or representation is addressed to an email address matching one of the email addresses listed for the other Party in Article 2.2.4 of this Agreement, as may be amended;
- (3) The terms are contained in a Statement of Work adhering to the form specified in Exhibit 3.1 of this Agreement; and
- (4) The acceptance of an offered Statement of Work includes a .PDF format Statement of Work with the "Acknowledgment" box checked and no terms changed from the Statement of Work submitted by the authorized representative of the other Party. A purported acceptance that varies the terms of the offer shall be deemed a counteroffer.

If all of the foregoing conditions are met, the displayed email address of the Sending Party's Authorized Representative shall constitute the Authorized Representative's signature and the other Party may rely on it as a signed writing capable of binding the sending Party absent actual knowledge that the email was not in fact sent by the other Party.

2.2.4. Authorized Representatives: The parties designate the following individual(s) to act as their Authorized Representatives, to issue and/or accept terms, quotes, and authorizations regarding Further Studies:

A. For MISO

- (1) Jim Kilgore, Project Manager, (317)249-4852, jkilgore@misoenergy.org
- (2) Forrest Tingo, Engineer, Resource Utilization, (651) 632-8406, ftingo@misoenergy.org

B. For Consultant

- (1) David Sorrell, Director, 573-874-7300, David.Sorrell@como.gov

Either Party may change their Authorized Representative or update information by sending a written notice to the other party stating the change and providing updated contact information by certified mail. Such changes shall not be deemed amendments to this Agreement and shall be effective ten (10) Business Days after mailing or at such earlier time as the receiving party acknowledges receipt of the written notice.

2.3 Authority. MISO is a Regional Transmission Organization with member transmission owners operating in several reliability regions including MRO, RFC, SPP, and SERC. This Project is located in the RFC Reliability Region. The MISO Tariff requires that this Study and any Further Studies directed by MISO be performed in accordance with MISO procedures and Regional Reliability criteria.

2.4 Approval and Authorization. Consultant is hereby authorized to perform the work outlined in Exhibit 3 for the First Study, in accordance with all requirements of this Agreement. Unless and until such time as the Parties agree to the performance of Further Studies, the authorized scope of this Agreement shall be limited to the First Study. Authorizations for Further Studies shall be in accordance with Articles 2.2.2 and 2.2.3 of this Agreement.

2.5 Schedule. Consultant shall provide the First Study to MISO on or before November 29, 2021, provided MISO and the Interconnection Customer provide Consultant with all required information to perform the First Study by September 30, 2021. Consultant shall provide Further Studies to MISO by the date specified in the Statement of Work for such Further Study, which date shall not be less than fifteen (15) calendar days after MISO issues the Statement of Work for such Further Study. **Time is of the essence in this Agreement.** However, the inability of Consultant to complete the Study by said date due to events or conditions beyond Consultant's reasonable control, including failure of MISO or an Interconnection Customer to supply accurate data required by Consultant to complete the Study, shall extend the Study due date by the amount of time needed to correct or remedy such extenuating circumstances. Consultant shall notify MISO as soon as possible of expected or realized delays from the agreed upon completion date for the applicable Study, whether excused or not. If Consultant claims the existence of events or conditions beyond its control prevent its completion of a Study by the required date, then Consultant will include in its notification to MISO: (1) an explanation of such events or conditions and (2) the commercially reasonable efforts that Consultant commits to take to

promptly overcome such circumstances. In the event of a material change in scope or in the event Consultant does not receive all required information to perform the applicable Study from MISO and the Interconnection Customer, Consultant and MISO shall agree upon an extension of the deadline for delivering the applicable Study pursuant to an Amendment to this Agreement or applicable Statement of Work.

2.6 Payment Terms. This Agreement will be invoiced on a time-and-material basis with estimated total costs of **\$ 8,360.00** for the First Study, and such estimated costs as are stated in a Statement of Work for Further Studies. In the event Consultant expects total costs to exceed the applicable estimate, and before incurring costs exceeding this estimate, Consultant shall provide email notice to MISO and written notice to the Interconnection Customer providing the updated cost estimate as well as an explanation for such increase in cost estimate. Consultant may elect to cap its total charges to MISO for a specific Study at a specified amount. If MISO and Consultant agree to a capped amount, then Consultant shall not be entitled to any payment in excess of the capped amount for the applicable Study but shall be relieved of the obligation to notify MISO in advance of any absorbed expenses in excess of the capped amount.

ARTICLE III ADDITIONAL TERMS

In addition to the terms set forth herein and in the Study Agreement, the Parties agree to the following terms:

3.1 Effective Date and Term. This Agreement shall become effective on the day and year set forth above. The term shall be for the duration of the Studies plus one year unless otherwise terminated pursuant to the provisions of this Agreement. If at any time subsequent to the effective date of this Agreement a period of one year elapses during which time Consultant has no outstanding obligations under a Statement of Work, this Agreement shall automatically terminate. Either Party may elect to terminate this Agreement, for any reason, upon giving thirty (30) days written notice

3.2 Force Majeure. Neither Party is liable for non-performance under this Agreement to the extent the non-performance is caused by events or conditions beyond that Party's reasonable control, and the Party makes all commercially reasonable efforts to perform, and any applicable deadlines for performance shall be extended for a number of days equal to the duration of such events or conditions. A Party claiming such an event or occurrence shall notify the other Party immediately in writing and not later than two business days after the event or occurrence. The following shall not constitute or cause a force majeure event or condition: a negligent act or omission, intentional wrongdoing, or lack of credit or economic hardship by the Party claiming Force Majeure.

3.3 Payment. For the First Study, Consultant shall invoice MISO, and MISO shall remit appropriate amounts to Consultant as set forth below. Consultant shall invoice MISO within the earlier of: (1) thirty (30) days after completion of a First Study; or (2) notification of withdrawal of the Project for the agreed costs of performing such Study. Any invoices not submitted within sixty (60) days of such agreed-upon date shall be cancelled and deemed invalid with no monies

owed on such invoices. In the event of a good faith dispute regarding any portion of an invoice, MISO may withhold such disputed portion pending final resolution of the disputed amount. In the event that any invoiced items are disputed, the undisputed items shall be paid within thirty (30) days of receipt of the invoice, and the disputed items shall be paid within thirty (30) days after resolution of the dispute. MISO shall be entitled to withhold any amounts invoiced for taxes that are not applicable as a result of MISO's tax-exempt status. For further Studies, the payment schedule and procedure set forth above shall apply to the extent not varied by the terms of a Statement of Work.

3.4 Independent Contractor. Consultant acknowledges and agrees that, in performing its obligations under this Agreement, it is an independent contractor and not an employee of MISO for any purpose; nor does Consultant have authority, express or implied, to act as an agent for MISO; nor, by entering into this Agreement, do MISO and Consultant intend to become partners or to enter into a joint venture.

3.5 Standard of Performance. In performing its obligations under this Agreement, Consultant shall act at all times in a competent and diligent manner, shall comply with the terms of this Agreement and the applicable terms set forth in the Study Agreement, shall comply with all applicable terms of the MISO Tariff, shall follow Good Utility Practice (as that term is defined in the Tariff) and shall comply with all applicable laws, rules, and regulations. For the First Study, identified in Exhibit 1, Consultant shall complete the Study in accordance with the schedule established in this Agreement and any attachment or exhibit hereto and shall provide MISO with a final report as set forth in Exhibit 1 by the same date. For Further Studies, Consultant shall complete the Study and deliver the final report for that Study by the date specified in the Statement of Work. MISO and Consultant may mutually agree upon a revised schedule or date for a specific Study due to changed circumstances or the availability of updated or revised data.

3.6 Warranty. Consultant represents and warrants to MISO that the First Study and any Further Studies directed by MISO shall be performed in strict accordance with this Agreement, including Section 3.5 above, all exhibits attached hereto, and any applicable Statement of Work. Should any error in the Studies or the Services provided under this Agreement that is the result of Consultant's negligence or intentional wrongdoing become apparent to MISO within six (6) months from the date the applicable Study and/or Services are provided, Consultant shall, upon prompt written notification from MISO and at no additional cost to MISO, re-perform the portion of the Studies and/or Services in which any such error was found using then-current, up-to-date data provided by MISO.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

The remedies provided in this Section 3.6 are MISO's and any third party beneficiary's exclusive remedies and Consultant's sole liability for any failure of the Studies or the Services to conform to any warranty.

3.7 Intellectual Property Indemnity. To the extent not prohibited by law and without waiving sovereign immunity, Consultant agrees to indemnify, hold harmless and defend, at Consultant's expense, any claim against MISO, its subsidiaries and affiliated companies, employees, officers, directors, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be) agents, representatives, consultants, and subcontractors which alleges that Consultant's First Study and/or Further Studies infringes any patent, copyright, trade secret, publicity right, right of privacy, or other proprietary right or personal right of a third party. For purposes of this Section, to "indemnify" means to defend and pay all expenses (including reasonable attorneys' fees) and satisfy all judgments (including costs and reasonable attorneys' fees) that may be incurred or rendered against MISO in connection with such claim. However, with respect to any such claim, Consultant will first have the right, at its option, to: (i) obtain for MISO the right to continue using the Study alleged to be infringing, including any non-infringing portion; (ii) replace the infringing portion of the Study with non-infringing material; or (iii) refund to MISO all amounts paid for such infringing portion of the Study.

3.8 Indemnification. To the extent not prohibited by law and without waiving sovereign immunity, Consultant shall indemnify and hold harmless MISO from any and all third party claims, actions, causes of action, costs, loss, liability, judgments, or liens (including reasonable attorney's fees) arising out of any negligent or intentional acts or omissions of Consultant, and/or Consultant's officers, directors, agents, employees, and contractors, while performing the obligations set forth in this Agreement. If MISO seeks to be indemnified, reimbursed and/or held harmless under any of the defense and indemnification provisions of this Agreement, MISO shall (i) provide Consultant with prompt written notice of the claim giving rise to such demand, summarizing the allegations giving rise to the claim; (ii) grant Consultant with reasonable authority and control over the defense and/or settlement of such claim; and (iii) reasonably cooperate with Consultant and its agents in defending and/or settling such claim at Consultant's expense. MISO shall have the right to participate in the defense and/or settlement of any covered claim by using attorneys of its own choosing at its own expense. The obligations set forth in this paragraph shall survive termination of this Agreement.

3.9 Limitation of Liability. Except as otherwise provided herein, either Party's aggregate liability on all claims of any kind for all losses or damages arising out of or relating to the Study and/or Services will in no case exceed the total of two (2) times the amount paid by MISO to Consultant under this Agreement. Neither Party shall be liable to the other under this Agreement for any special, incidental, consequential, reliance, or indirect damages, including without limitation lost sales, profits, savings or revenue, increased cost of operations, or claims of either Party's third party customers for such damages (some States do not allow the exclusion or limitation of incidental or consequential damages, so such limitation or exclusion may not apply).

3.10 Dispute Resolution. Any controversy, dispute, argument, or claim arising out of or in connection with or relating to this Agreement (“Dispute”), or any alleged breach hereof shall be identified in writing to the other Party. Consultant and MISO agree to use first informal mechanisms to resolve such disputes and shall include the Interconnection Customer in all disputes in which the Interconnection Customer has an interest in the Dispute. In the event a resolution cannot be reached by employees assigned to a particular Study, the dispute shall be reported to their respective supervisors within each organization who shall take good faith actions to resolve the dispute. The provisions for informal mechanisms shall not apply to instances or situations where a Party is threatened with immediate and irreparable harm. In the event a resolution to the dispute cannot be reached, then any controversy, dispute, argument, claim, and other matters in question arising out of or in connection with or relating to this Agreement or any alleged breach hereof shall be referred to mediation before a neutral party, and as a condition precedent to the initiation of any adjudicative action or proceeding. The mediation shall be attended by representatives of each Party having authority to settle the dispute, including a representative of the Interconnection Customer.

3.11 Choice of Law. This Agreement and the Study Agreement shall be interpreted, construed, and governed by the laws of the State of Missouri, without regard to conflicts of laws principles. The obligations set forth in this Section shall survive termination of this Agreement.

3.12 Subcontracting. Consultant may use independent contractors to perform the Studies, subject to Consultant’s direction and control. Consultant retains responsibility to MISO for any Study services performed by such subcontractors under this Agreement to the same extent as if such Study services were performed directly by Consultant’s employees. If Consultant uses independent contractors to perform a Study, then Consultant shall notify MISO.

3.13 General. This Agreement, including its exhibits, represents the entire understanding of the Parties and supersedes all prior conversations, representations, agreements, and other communications. Except as provided in Article 2.2.3 for Statements of Work for Further Study, this Agreement may be amended only by written instrument signed by authorized representatives of both Parties. In the event that any provision of this Agreement or the Study Agreement is determined to be invalid or unenforceable, then to the extent that such provision is invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement. Neither termination nor expiration of this Agreement for any reason shall release either Party from liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed will survive such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration. The headings of the sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

3.14 No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party’s rights or defenses with regard to each Party’s applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

3.15 Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers or agents on the respective date(s) written below.

MISO:

Midcontinent Independent System
Operator, Inc.

By:  _____
Signature


Jesse Phillips _____
Printed Name

Manager Resource Utilization _____
Title

8/31/2021 _____
Date

Consultant:

City of Columbia, Missouri

By: _____ 
Signature

Printed Name

Title

Date

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

Exhibit 1

Study Agreement

The fully-executed Study Agreement between MISO and the Interconnection Customer for Project No. J1191 is on file with MISO and is available upon request.

Exhibit 2

Consultant's Proposal

2/12/2021

Jim Kilgore, Senior Resource Utilization Project
Planner

MISO, 720 City Center Drive Carmel, IN 46032
VIA:Email

RE: City of Columbia Response to MISO Request For Proposal to perform an
Interconnection Customer, Facilities Studies ("ICIF FaS") for Project J1191 as part of the
DPP-2019-Cycle- Central study cycle received on 1/27/2021

Mr. Kilgore,

May this letter serve as the response to MISO's request for the City to perform an
Interconnection Customer, Facilities Studies ("ICIF FaS") for Project J1191. It is the
understanding of the City that a Study Services Agreement will be developed and executed
based upon the cost and time estimates as described below.

Description of the Work

The City will perform an ICIF Facilities Study for Project J1191 and produce a report in
electronic format utilizing the Facilities Study Report Template, Version 1.0c dated 5/1/2020
that has been provided. From the documentation that MISO has provided the City, it is the
City's understanding that the work required on behalf of the City for Project J1191 only covers
the modifications necessary to the 69 kV portion of the City's Bolstad Substation in order to
terminate a new 69 kV transmission line that is to be designed and built by others. This
proposal is for the cost and time estimates for the City to perform the study.

To facilitate the interconnection of a new 69 kV line at the City's Bolstad Substation, the City
proposes to add a new 69 kV bay on the southeast side of Bolstad Substation. This will mirror
the existing 69 kV bus on the west side of the station. The City proposes to relocate the
existing 69 kV line from Bolstad to the City's Blue Ridge substation to this new 69 kV bay.

The new 69 kV transmission line for Project J1191 can then be terminated in the bay that the Blue Ridge line currently occupies.

The City proposes to utilize staff members who are professional engineers, registered in the state of Missouri, to identify the cost and time estimates required to construct the modifications to City's Bolstad Substation for Project J1191. The total number of staff hours to complete the study is estimated to be 152. The hourly rate for these staff members is \$55. The resulting cost is \$8360. A breakdown of the estimated time is shown in the table below.

| Task | Sub Task | Estimated Time (Hrs) |
|------------------|--|----------------------|
| Develop Exhibits | | |
| | <u>Exhibit A2</u> : One-Line and System Map | 24 |
| | <u>Exhibit A3</u> : General Arrangement Drawings | 24 |
| | <u>Exhibit A4</u> : Transmission Line Drawing | 16 |
| | <u>Exhibit A5</u> : Facilities to be Constructed by Transmission Owner | 8 |
| | <u>Exhibit A6</u> : Detailed Cost Estimate of Facilities to be Constructed by Transmission Owner | 24 |
| | <u>Exhibit A9</u> : Facilities Subject to Transmission Owner Reimbursement | 8 |
| | <u>Exhibit A12</u> : Construction and Coordination Schedule | 16 |
| | <u>Exhibit A13</u> : Permits, Licenses and Regulatory Approvals | 8 |
| | <u>Exhibit A14</u> : Interconnection and Operating Guidelines | 16 |
| Compile Report | | 8 |
| Total | | 152 |

If this proposal does not meet your expectation, please let me know and what is needed to be acceptable.

Sincerely,

Eric Worts,

Engineering Supervisor

Columbia, Missouri Water and Light Department

Exhibit 3

Initial Statement of Work

The Parties hereby agree that Consultant shall perform the Interconnection Facilities, Facilities Study in accordance with the terms of this Statement of Work ("First SOW") and provide such services and deliverables as are described herein (collectively, the "Work"). This First SOW shall be in accordance with the respective rights and obligations of the Parties as set forth in the Study Services Agreement between MISO and Consultant ("SSA") for Project J1191. All capitalized terms used herein shall have the meaning set forth in the SSA. In the event of a conflict or ambiguity between this First SOW and the SSA, the terms and conditions of the SSA shall prevail unless a contrary intent is explicitly stated.

MISO accepts Consultant's Proposal, attached hereto as Exhibit 2 to perform the work stated in the Request for Proposal ("RFP"), attached hereto as Exhibit 5, with the agreed upon delivery dates set forth in Section 2.5 of the SSA. The provisions of the RFP and Proposal are incorporated herein by reference. Consultant's Proposal shall be read as supplementing and further explaining the objectives and scope of work set forth in the RFP. In the event of an express conflict between a requirement of the RFP and the Proposal or this First SOW and the Proposal, the RFP or First SOW term shall prevail.

Objective and Scope:

The Interconnection Facilities, Facilities Study identifies the cost estimates and time required to construct the Interconnection Facilities for Project No. J1191. Interconnection Facilities shall include all facilities and equipment owned by Transmission Owner from the Point of Change of Ownership to the Point of Interconnection, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System.

Study Requirements

Consultant shall perform the Study in accordance with MISO's procedures and criteria, and the Transmission Owner's reliability criteria. To the extent applicable, Consultant will use existing studies available to Consultant in performing the Study.

Description of the Work:

Consultant shall perform the Interconnection Facilities, Facilities Study for Project No. J1191:

| Project | Transmission Owner | County | State | Service | POI_NAME |
|--------------|-------------------------|--------------|----------|---------|--------------------------|
| J1191 | City of Columbia, MO | Boone County | Missouri | NRIS | Bolstad 69 kV Substation |

Expected Deliverables:

For each project, Consultant shall provide MISO with all of the deliverables listed in the Consultant's Proposal(s) along with a report. The report shall be in the format specified by the document "Facility Study Report Template.docx" that includes the following content:

1. Executive Summary

This section shall include a summary of the Generator Interconnection ("GI") request and a review of the Facilities to physically connect the Generator to the new Interconnection Substation. A summary table should be provided identifying the upgrade, the classification, and the cost.

2. Transmission Owner Interconnection Facilities, including:

- a. Overview
- b. Assumptions
- c. Structure and Foundation
- d. Major Items
- e. SCADA
- f. Protection and Control
- g. Price

3. Stand Alone Network Upgrades, including:

- a. Overview
- b. Assumptions
- c. Structure and Foundation
- d. Major Items
- e. Protection and Control
- f. Price

4. Non-Stand Alone Network Upgrades, including:

- a. Overview
- b. Assumptions
- c. Structure and Foundation
- d. Major Items
- e. Protection and Control
- f. Price

5. System Protection Facilities constructed by Transmission Owner

6. Distribution Upgrades

7. Exhibits, as applicable:

- a) Exhibit A1: Interconnection Customer Drawings (Interconnection Customer provides to Consultant) – drawings of Interconnection Customer Generating Facility and Interconnection Customer Interconnection Facilities. This would include Interconnection Customer single line or elementary one-line diagram(s) and system maps depicting and identifying the Point of Interconnection, meter point(s), metering and relaying CT arrangements, the Ownership demarcation(s).

- b) Exhibit A2: One-Line and System Map (Consultant develops) - Transmission Owner elementary one-line diagram(s) and system maps depicting and identifying the Point of Interconnection, meter point(s), metering arrangements relative to the interconnection, the ownership demarcation(s), the Transmission Owner Interconnection Facilities, Network Upgrades, Stand Alone Upgrades, System Protection Upgrades and Affected System Upgrades.
- c) Exhibit A3: General Arrangement Drawings (Consultant develops) - a site plan and/or general arrangement drawing showing the Transmission Owner's facilities complete with all transmission line structures impacted by the new substation or switching station. This drawing will be based on and developed from the Interconnection Customer provided certified site survey drawing.
- d) Exhibit A4: Transmission Line Drawing (Consultant develops) - a basic Plan and Profile drawing showing the required line tap work or tap structures associated with the interconnection substation or switching station. This drawing will be based on and developed from the Interconnection Customer provided certified site survey drawing.
- e) Exhibit A5: Facilities to be Constructed by Transmission Owner (Consultant develops) - a categorized list or tabulation of Transmission Owner Interconnection Facilities, Non-Stand Alone Network Upgrades, Stand Alone Network Upgrades, System Protection Upgrades and Affected System Upgrades to be constructed by the Transmission Owner.
- f) Exhibit A6: Detailed Cost Estimate of Facilities to be Constructed by Transmission Owner (Consultant develops) - a categorized detailed cost estimate of facilities identified in Exhibit A5. The cost estimate shall be broken down by (1) Engineering, Drafting and Project Management costs, (2) Materials costs, (3) Construction and Construction Oversight costs and (4) Overhead costs; all by Exhibit A5 facility category.
- g) Exhibit A7: Facilities to be Constructed by Interconnection Customer (Interconnection Customer provides to Consultant) a categorized tabulation of Transmission Owner Interconnection Facilities, Non-Stand Alone Network Upgrades, Stand Alone Network Upgrades, System Protection Upgrades to be constructed by the Interconnection Customer.
- h) Exhibit A8: Detailed Cost Estimate of Facilities to be Constructed by Interconnection Customer (Interconnection Customer provides to Consultant) - a categorized detailed cost breakdown of facilities identified in Exhibit A7 by major component (e.g. line terminal, etc.) and by subcomponent (e.g. breaker, lightning arrester, disconnect switches, protection equipment etc.).
- i) Exhibit A9: Facilities Subject to Transmission Owner Reimbursement (Consultant develops) - Total categorized cost estimate for Transmission Owner Interconnection

Facilities and Network Upgrades (Stand Alone and Non-Stand Alone) including a list or tabulation of Interconnection Facilities or Network Upgrades (Stand Alone and Non-Stand Alone) that are subject to the transmission service credits described in Article 11 of the Interconnection Study Agreement.

- j) Exhibit A10: Contingent Facilities (MISO provides) - a categorized list of contingent facilities needed for this Interconnection Service from higher queued projects with costs that appear in those posted project reports.
- k) Exhibit A11: Interconnection Customer Milestones (Interconnection Customer provides to Consultant) - a list of key project and regulatory activities that must be met in a reasonable time period for the project to maintain its queue position and a requested in-service schedule.
- l) Exhibit A12: Coordination Schedule (Consultant develops) – a coordination schedule - in the form of a milestone table - for the Transmission Owner Interconnection Facilities, Network Upgrades (subcategorized by Non-Stand Alone and Stand Alone Network Upgrades). Identify key deliverables and dates for all major components, including expectations around progress payments.
- m) Exhibit A13: Permits, Licenses and Regulatory Approvals (Consultant develops) – a listing of permits, licenses, regulatory approvals and authorizations, expected by Transmission Owner, needed for construction of Transmission Owner facilities
- n) Exhibit A14: Interconnection and Operating Guidelines (Consultant develops) – a listing of interconnection and operating guidelines required by Transmission Owner. These requirements/guidelines may include topics such as system protection facilities, communication requirements, metering requirements, grounding requirements, transmission line and substation connection configurations, unit stability requirements, equipment ratings, short circuit requirements, synchronizing requirements, generation and operation control requirements, data provisions, energization inspection and testing requirements, if applicable, the unique requirements, if any, of the Transmission Owner to which the facility will be physically interconnected, switching and tagging, data reporting requirements, training, capacity determination and verification (including ancillary services and certification), emergency operations, including system restoration and black start arrangements, identified must-run conditions, provision of ancillary services, specific transmission requirements of nuclear units to abide by all NRC requirements and regulations, stability requirements, including generation short circuit ratio considerations, limitations of operations in support of emergency response, maintenance and testing, voltage schedule requirements and any other specific requirement not listed above.

Total Dollar Value:

The estimated cost for the Work performed pursuant to this First SOW, including any and all expenses, is \$ 8360.00.

Exhibit 3-1

Form of Statement of Work for Further Study: [Name of Further Study]

This Statement of Work ("SOW") is made by the Midcontinent Independent System Operator, Inc. ("MISO"), and [redacted] ("Consultant") pursuant to that [DATE] Agreement for Study Services for Project No. [redacted] ("Agreement"). Through this SOW, MISO directs Consultant to perform a Further Study. MISO and Consultant agree that the Further Study shall be conducted and compensated according to the following terms:

1. Type of Further Study: [redacted] 2. Project No & Group No. [redacted]
3. Study Commencement Date: [DATE] 4. Study Completion Deadline: [DATE]
5. Estimated Cost \$ [redacted] 5a. Capped Cost: [dollar amount or N/A]

6. Binding Costs & Excess Costs: Consultant ☐ has agreed ☐ has not agreed to perform the Further Study for a cost not to exceed the amount stated in Paragraph 5a, above. The provisions of Article 2.6 of the Agreement shall govern notice requirements in the event of overages.

7. Additional Terms and Requirements

8. Conflicts, Scope & Incorporation of Terms: The terms of the Agreement shall be applicable to this SOW. If a term of this SOW expressly conflicts with a Term of the Agreement, the SOW term shall prevail. Terms contained in correspondence between the Parties that are not incorporated into this SOW shall not be deemed binding or of any effect. The terms of this SOW shall govern only the specific Further Study identified herein.

Authorized by: [MISO representative] on behalf of MISO.

Dated: [DATE]

Consultant's Acknowledgment.

☐ Consultant hereby agrees to the terms of this SOW

Accepted by: [Consultant representative] on behalf of Consultant.

Dated: [DATE]

Exhibit 4

Additional Terms

No additional terms.

Exhibit 5

Request for Proposal

Please respond by 2/12/2021.

MISO is requesting a proposal for Transmission Owner (Consultant) to perform Interconnection Customer, Facilities Studies (“ICIF FaS”) for the following projects as part of the DPP-2019-Cycle-Central study cycle. All projects are presented here for proposal; however, any of these projects may withdraw at Decision Point 1. Once a withdrawal noticed from a project is received, MISO will inform the Consultant and ICIF FaS will not be required for such withdrawn projects.

A single Study Services Agreement will be executed, but each ICIF FaS should be estimated individually. A separate purchase order will be provided for each ICIF FaS, and costs should be tracked and invoiced on a per study basis. A single response to this proposal shall be provided rather than separate responses for each study with cost estimates on a per study basis.

Description of the Work

Consultant shall perform the ICIF Facilities Study for the following projects:

| Project | Transmission Owner | County | State | Service | POI_NAME |
|--------------|-------------------------|--------------|----------|---------|--------------------------|
| J1191 | City of Columbia, MO | Boone County | Missouri | NRIS | Bolstad 69 kV Substation |

Objective and Scope:

Identify cost estimates and the time required to construct the Interconnection Facilities for the associated Interconnection Projects to physically and electrically interconnect to the Transmission System.

Study Requirements

Consultant shall perform the Study in accordance with MISO’s procedures and criteria, and the Transmission Owner’s reliability criteria. To the extent applicable, Consultant will use existing studies available in performing the Study.

Timing

Per MISO Tariff, Attachment X, Section 7.3.2.5, “...Transmission Provider shall use Reasonable Efforts to complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days.”

Expected Deliverables

MISO will share a ICIF FaS report template with Consultant. Consultant should provide the study report in the template shared by MISO. The report shall include:

- Design and specification of facility improvements in accordance with Good Utility Practice and applicable planning design criteria. These criteria must be consistently

applied to existing and proposed generation projects in a Local Balancing Authority (LBA).

- Development of the detailed cost estimates that include equipment, engineering, procurement, and construction costs according to the level of accuracy possible based on the proposed in-service date of the projects.
- Identification of the electrical switching configuration of the connection equipment, including, but not limited to, the transformer, switchgear, meters, and other station equipment.
- Identification of the nature and estimated cost of any Transmission Owner's Interconnection Facilities and Network Upgrades, System Protection Facilities and Distribution Upgrades on the Transmission System and Affected System necessary to accomplish the interconnection.
- An estimate of the time required to construct facilities and required phasing of improvements, if any.
- Preparation of the draft Appendices to the Interconnection Agreement/Facilities Construction Agreements with completed exhibits.
- In addition to estimates based upon assumption that Transmission Owner will build all upgrades listed in this report, provide cost estimate for oversight of Interconnection Customer work assuming Customer elects to self-build Transmission Owner Interconnection Facilities and Stand-alone Network Upgrades.
- The following exhibits shall be included as appropriate:
 - (a) Exhibit A1: Interconnection Customer Drawings (Interconnection Customer provides to Consultant) – drawings of Interconnection Customer Generating Facility and Interconnection Customer Interconnection Facilities. This would include Interconnection Customer single line or elementary one-line diagram(s) and system maps depicting and identifying the Point of Interconnection, meter point(s), metering and relaying CT arrangements, the Ownership demarcation(s).
 - (b) Exhibit A2: One-Line and System Map (Consultant develops) - Transmission Owner elementary one-line diagram(s) and system maps depicting and identifying the Point of Interconnection, meter point(s), metering and relaying CT arrangements relative to the interconnection, the ownership demarcation(s), the Transmission Owner Interconnection Facilities, Network Upgrades, Stand Alone Upgrades, System Protection Upgrades and Affected System Upgrades.
 - (c) Exhibit A3: General Arrangement Drawings (Consultant develops) - a site plan and/or general arrangement drawing showing the Transmission Owner's facilities complete with all transmission line structures impacted by the new substation or switching station. This drawing will be based on and developed from the Interconnection Customer provided certified site survey drawing.
 - (d) Exhibit A4: Transmission Line Drawing (Consultant develops) - a basic Plan and Profile drawing showing the required line tap work or tap structures associated with the interconnection substation or switching station. This drawing will be based on and developed from the Interconnection Customer provided certified site survey drawing.

- (e) Exhibit A5: Facilities to be Constructed by Transmission Owner (Consultant develops) - a categorized list or tabulation of Transmission Owner Interconnection Facilities, Non-Stand Alone Network Upgrades, Stand Alone Network Upgrades, System Protection Upgrades and Affected System Upgrades to be constructed by the Transmission Owner. In addition to estimates based upon assumption that Transmission Owner will build all upgrades listed in this report, provide cost estimate for oversight of Interconnection Customer work assuming Customer elects to self-build Transmission Owner Interconnection Facilities and Stand-alone Network Upgrades.
- (f) Exhibit A6: Detailed Cost Estimate of Facilities to be Constructed by Transmission Owner (Consultant develops) - a categorized detailed cost estimate of facilities identified in Exhibit A5 as by Transmission Owner, by major component (e.g. transformer, line terminal, breaker, etc.) and by subcomponent (e.g. lightning arrester, disconnect switches, protection equipment, communication equipment, monitoring and alarm equipment, metering facilities, grounding, special controls or equipment needed to meet stability or short circuit criteria, etc.). Similarly, each transmission line should be subcategorized in a detailed cost estimate by ROW acquisition needs (new/existing, and major/minor) and the major and minor components.
- (g) Exhibit A7: Facilities to be Constructed by Interconnection Customer (Interconnection Customer develops, if elected to self-build) a categorized tabulation of Transmission Owner Interconnection Facilities, Non-Stand Alone Network Upgrades, Stand Alone Network Upgrades, System Protection Upgrades to be constructed by the Interconnection Customer.
- (h) Exhibit A8: Detailed Cost Estimate of Facilities to be Constructed by Interconnection Customer (Interconnection Customer develops, if elected to self-build) - a categorized detailed cost breakdown of facilities identified in Exhibit A7 by major component (e.g. line terminal, etc.) and by subcomponent (e.g. breaker, lightning arrester, disconnect switches, protection equipment etc.).
- (i) Exhibit A9: Facilities Subject to Transmission Owner Reimbursement (Consultant develops) - Total categorized cost estimate for Transmission Owner Interconnection Facilities and Network Upgrades (Stand Alone and Non-Stand Alone) including a list or tabulation of Interconnection Facilities or Network Upgrades (Stand Alone and Non-Stand Alone) that are subject to the transmission service credits described in Article 11 of the Agreement.
- (j) Exhibit A10: Contingent Facilities (MISO provides, leave it blank) - a categorized list of contingent facilities needed for this Interconnection Service from higher queued projects with costs that appear in those posted project reports.
- (k) Exhibit A11: Interconnection Customer Milestones (Interconnection Customer provides to Consultant) - a list of key project and regulatory activities that must be met in a reasonable time period for the project to maintain its queue position and a requested in-service schedule.

- (l) Exhibit A12: Construction and Coordination Schedule (Consultant develops) – a construction coordination schedule for the Transmission Owner Interconnection Facilities, Network Upgrades (subcategorized by Non-Stand Alone and Stand Alone Network Upgrades) identifying long lead items, outage issues and expected critical path coordination items. Identify activity start dates, duration of activity and expected completion dates for all major components. Identify Progress Payments Identify start-up and test responsibilities. Identify Transmission Owner permitting process and issues including right-of-way acquisition for new transmission lines or substations.
- (m) Exhibit A13: Permits, Licenses and Regulatory Approvals (Consultant develops) – a listing of permits, licenses, regulatory approvals and authorizations, expected by Transmission Owner, needed for construction of Transmission Owner facilities
- (n) Exhibit A14: Interconnection and Operating Guidelines (Consultant develops) – a listing of interconnection and operating guidelines required by Transmission Owner. These requirements/guidelines may include topics such as system protection facilities, communication requirements, metering requirements, grounding requirements, transmission line and substation connection configurations, unit stability requirements, equipment ratings, short circuit requirements, synchronizing requirements, generation and operation control requirements, data provisions, energization inspection and testing requirements, if applicable, the unique requirements, if any, of the Transmission Owner to which the facility will be physically interconnected, switching and tagging, data reporting requirements, training, capacity determination and verification (including ancillary services and certification), emergency operations, including system restoration and black start arrangements, identified must-run conditions, provision of ancillary services, specific transmission requirements of nuclear units to abide by all NRC requirements and regulations, stability requirements, including generation short circuit ratio considerations, limitations of operations in support of emergency response, maintenance and testing, voltage schedule requirements and any other specific requirement not listed above.