

September 28, 2021

Mr. Greg Geiger  
Anoka Municipal Utility  
501 Pierce Street  
Anoka, MN 55303

**Re: Assignment of Miscellaneous Engineering Consulting Services Agreement**

Dear Mr. Geiger,

On August 31, 2021, EPS Engineering & Design ("EPS E&D") announced its asset buyout of Krause Power Engineering, LLC ("KPE"). EPS E&D has been a leader in electrical testing, engineering and related services ("Services") provided to utilities, renewable energy companies, data centers and general commercial markets. EPS E&D has regional offices throughout the United States providing Services throughout the U.S. as well as many foreign countries.

It is KPE's proposal, subject to your consent, to allow EPS E&D to assign the above referenced Contract between KPE and your Company to EPS E&D. Following the assignment, EPS E&D will provide the employees experience and resources necessary to perform the Services required under the Contract. It is the intent of EPS E&D to retain the current KPE employees and staffing on existing projects in tandem with EPS E&D employees as necessary. I can assure you that this will be a seamless transaction for you and that the assignment will not modify the terms and conditions of the Contract, which shall continue unaffected and remain in full force and effect.

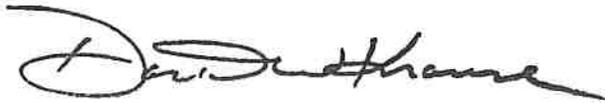
EPS E&D is a subsidiary of Electric Power Systems and collectively the companies employ more than 600 employees, including nearly 400 professional engineers or NETA certified technicians. It is my firm belief that with this experience, skill and technical capabilities we can successfully perform the Contract resulting in a substantial benefit to your Company.

I am enclosing for your review a proposed Assignment and Assumption Agreement (the "Agreement") from KPE to EPS E&D and would be pleased to answer any questions that you might have concerning this letter or the attached Agreement. I would kindly request that you sign the Consent found on Page 4 of the Agreement and forward the executed Agreement to me at D.Krause@EPS-ed.com with the original to follow to my attention at the following address:

EPS Engineering & Design  
2029 County Highway I, Suite 1  
Chippewa Falls, WI 54729

I greatly value and look forward to the continuation of the long-term business relationship with your Company. Thank you in advance for your immediate attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dave Krause", written in a cursive style.

Dave Krause

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Agreement”) is made and entered into this 28th day of September, 2021, by and between Krause Power Engineering, LLC, a limited liability company (“Assignor”) and EPS Engineering & Design, a Missouri corporation (“Assignee”).

### RECITALS

A. The contract which is the subject matter of this Assignment and Assumption Agreement is referred to herein as *Miscellaneous Engineering Consulting Services Agreement* dated November 7, 2017, (“Contract”) by and between Assignor and Anoka Municipal Utility (“Company”), wherein and among other things, Assignor agreed to provide certain services to Company upon those terms and conditions as set forth in the aforesaid Contract; which Contract is attached hereto and incorporated herein by reference as Exhibit A as if more fully set out.

B. Assignor and Assignee are involved in certain discussions with respect to a strategic transaction undertaken by the parties, part and parcel of which contemplates that the aforementioned Contract be assigned by Assignor to Assignee.

C. Assignor has in fact requested that the Company provide its consent to the contemplated assignment and assumption, as provided herein.

D. The Company is willing to provide its consent upon those terms and conditions set forth in this Agreement and conditioned upon the execution and delivery of this Agreement by Assignor and Assignee.

E. The Assignor and Assignee have agreed to execute and deliver this Agreement, and to undertake and perform their respective commitments set forth herein as an inducement to the Company to provide its consent to this Assignment and Assumption Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows, and the Company does hereby agree to consent to such Assignment and Assumption Agreement.

1. *Incorporation of Recitals.* The recitals set forth herein shall be considered part and parcel of the Agreement and are hereby incorporated into the Agreement.

2. *Assignment and Assumption.* Effective upon execution of this Agreement, Assignor does hereby irrevocably grant, convey, transfer and assign to Assignee, its successors and assigns, all of Assignor's rights, title, duties, obligations and interest in and to the Contract free and clear of all liens, security interests, pledges, charges and other encumbrances of any nature whatsoever. Assignee agrees to and does hereby accept such transfer, conveyance and assignment and further agrees to unconditionally and irrevocably assume and undertake to perform and discharge when due all duties and obligations of Assignor under or pursuant to the Contract.

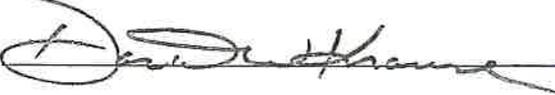
3. *No Release.* Notwithstanding the aforementioned consent to assignment and assumption, neither the assignment of the Contract by Assignor nor the assumption of the Contract by Assignee, or its successors or assigns, shall be deemed to release or discharge Assignor of and from any and all debts, obligations or liabilities that Assignor may have or hereafter may arise to the Company under or pursuant to the Contract; which said duties, obligations and liabilities shall survive the assignment and assumption and the execution of this Agreement by the parties, and shall continue to be binding upon Assignor and Assignee in accordance with the respective terms of the Contract.

4. *Jurisdiction and Forum.* This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to any conflict of laws or otherwise. With respect to all conflicts, disputes, claims, controversies, lawsuits and losses (collectively "Claims"), the parties irrevocably agree that the sole jurisdiction for the aforesaid Claims shall lie in the Circuit Court of St. Louis County, State of Missouri, or the United States District Court for the Eastern District of Missouri, and further agree that all litigation and lawsuits shall be filed in the Circuit Court of St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri. The parties agree to waive any objection to jurisdiction and

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

KRAUSE POWER ENGINEERING, LLC

EPS ENGINEERING & DESIGN

By: 

By: 

Print Name: Dave Krause

Print Name: Lyle Rohlf

Title: Owner, P.E.

Title: Director, Risk Management

## CONSENT

Anoka Municipal Utility does hereby consent to the assignment of Assignor's rights, duties, obligations, title and interest under the Contract as described herein to Assignee and its successors and assigns and hereby consents to be bound by the terms and conditions of this Assignment and Assumption Agreement all as described herein, with the exception only of Section 4 which is not applicable to the Company.

Company Name: Anoka Municipal Utility

By:  \_\_\_\_\_

Print Name: greg geiger

Title: ELECTRIC UTILITY DIRECTOR

Date: 10/14/21

**STANDARD FORM OF AGREEMENT  
BETWEEN ANOKA MUNICIPAL UTILITY  
AND KRAUSE POWER ENGINEERING, LLC  
FOR ENGINEERING SERVICES**

The following documents (consisting of two (2) pages and Exhibits B and C-1) constitute an Agreement between Anoka Municipal Utility (Owner) and Krause Power Engineering, LLC (KPE) made this 19th day of October, in the year Two Thousand and Seventeen (2017) for Engineering Services. The project to which this Agreement applies is referred to herein as the "Project" and is generally described as "*Miscellaneous Engineering Consulting Services*".

KPE shall provide, or cause to be provided, Engineering Services described under the following Scope of Work:

- Provide at the request of the Owner various Engineering and Consulting Services.

The Owner will pay KPE for the provision of the Engineering Services related to the Project as described in the Scope of Work in accordance with Exhibit C-1, Hourly Rates.

KPE will also furnish Additional Services not described in the Scope of Work upon request from the Owner. Fees for such additional services shall be based on the time required to supply the additional services, the billing rates of the employees providing the requested services and charges for expenses and equipment used with rates and costs as specified in appendices to Exhibit C-1. Additional services must be authorized by the Owner in writing before commencement.

KPE agrees to start provision of services upon receipt of a copy of this signed Agreement. The Owner agrees to grant additional time for completion of services if there are delays in the Project beyond KPE's scope of control.

Billing will be submitted monthly for services, expenses and equipment required under this Agreement based upon hours expended and expenses incurred in accordance with Exhibit C-1. The estimated fees assume prompt processing, approval and payment of invoices and uninterrupted progress of the Project. If delays in payment of invoices occur, it is agreed that KPE is entitled to collect and the Owner will pay interest at a rate of 1% per month for all unpaid amounts thirty (30) days or more past due. In addition, if there are Project delays which cause KPE to incur additional costs and it is agreed that KPE is entitled, the Owner will pay such additional costs upon submission of the appropriate supporting documentation.

The Owner agrees to meet its responsibilities denoted in Exhibit B and incorporated as a part of this Agreement.

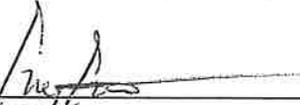
KPE does not guarantee its estimates of probable construction costs. When appropriate and if requested by the Owner as Additional Services, KPE will either request a budget modification or suggest modifications to the Project's scope or quality such that the resulting changes in construction costs will better meet the Owner's budget.

Both parties agree to the following:

1. Should conflicts arise during the delivery of Engineering Services governed by this Agreement, attempts shall be made to settle the dispute through direct discussions. Should these efforts fail, the dispute shall be submitted to nonbinding mediation unless we have mutually agreed otherwise.
2. That the risks of the Project and the costs related to those risks remain with the Owner or with others and that KPE does not assume any risks that are not specifically called out in the Agreement.
3. That each party shall procure and maintain such insurance as will protect the respective party from claims under workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of a respective party's employees or of any person other than the respective party's employees, and from claims for damages because of injury to or destruction of property including loss of use resulting there from.
4. That each party shall procure and maintain such insurance as will protect the respective party from claims arising out of the performance of a respective party's services which may be caused by any error, omission or negligent act for which the respective party is legally liable.
5. That this Agreement is governed by the applicable laws of the State of Minnesota.

This document set including Exhibits B and C-1 and their appendices constitute the entire Agreement between Krause Power Engineering, LLC, and Anoka Municipal Utility and may only be modified in writing signed by the authorized representatives of both parties.

Signed by:  Date: 10.19.17  
David W. Krause – P.E.  
Krause Power Engineering, LLC

Accepted by:  Date: 11-7-17  
Authorized Representative's Signature  
Anoka Municipal Utility

## EXHIBIT B

### OWNER'S RESPONSIBILITIES

**Exhibit B** consists of three pages, referred to in and part of the **Agreement between the Owner and KPE for Engineering Services** dated October 19, 2017.

The Owner's responsibilities related to the services to be provided by KPE are generally as listed in this Exhibit B. Modifications to these responsibilities shall be made through an executed Addendum.

The Owner agrees to:

1. Provide KPE with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. If desired, request periodic estimates of costs during the design phase of KPE's services to give the Owner KPE's opinion of the probable costs of the project.
3. Furnish to KPE any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site, and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for KPE to include in the Bidding Documents, when applicable.
4. Give prompt written notice to KPE whenever the Owner observes or otherwise becomes aware of any changes in the Project or any defect in the services being provided by KPE or Owners, or makes or wishes to make changes in the Project.
5. Furnish special items pertinent to the Project and the services provided by KPE which are outside KPE's Scope of Work. Special items can include, but are not limited to, all costs incidental to advertising for bids and acquiring regulatory or review agencies' permits and/or approvals.
6. Be responsible for the accuracy of all data consisting of, but not limited to, computations, as-built drawings, electronic data bases and maps furnished by the Owner. The costs associated with correcting, creating or recreating any data that is provided by the Owner that contains inaccurate or unusable information or is found to omit information necessary for KPE to perform its services are the responsibility of the Owner.
7. Furnish or instruct and authorize KPE to provide, at the Owner's expense, additional services that become necessary to complete the work called for in this Agreement or to complete work added to the Project by the Owner or others and not related to the agreed responsibilities of KPE.
8. Act promptly to review and approve or reject all proposed Change Orders and/or Supplemental Agreements.
9. Bear all costs incidental to compliance with the requirements of this Exhibit B.

10. Prior to commencement of the construction of a project, Owner shall notify KPE of any notice or certification that KPE will be requested to provide to Owner or third parties in connection with the project. Owner and KPE shall reach agreement on the terms of any such requested notice or certification, and Owner shall authorize such Additional Services as are necessary to enable KPE to provide the notices or certifications requested.
11. Require all Private Utilities with facilities in the Owner's Right of Way to:
  - a. Locate and mark said utilities upon request.
  - b. Relocate and/or protect said utilities as determined necessary to accommodate the proposed Work.
  - c. Submit a schedule of the necessary relocation/protection activities to the Owner for review.
12. The Owner and KPE agree that the risks of the Project and the costs related to those risks remain with the Owner or with others and that KPE does not assume any risks that are not specifically called out in the Agreement.
13. Arrange for safe access to and make all provisions for KPE to enter upon public and private property as required for KPE to perform services under the Agreement.
14. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by KPE (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
15. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by KPE and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
16. Provide, as required for the Project:
  - a. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - b. Legal services with regard to issues pertaining to the Project as Owner requires, Owner raises, or KPE reasonably requests.
  - c. Such auditing services as Owner requires ascertaining how or for what purpose Owner has used the moneys paid.
  - d. Placement and payment for Advertisement for Bids in appropriate publications.
17. Advise KPE of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review. Furnish to KPE the anticipated costs, findings and work product generated by these entities.
18. If Owner designates a construction manager or an individual or entity other than, or in addition to, KPE to represent Owner at the Site, define and set forth as an addendum to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of KPE.

19. In the event the Owner's designated representative changes during the delivery of a project, KPE shall be entitled to additional time and reimbursement for costs incurred related to this change in representation.

## EXHIBIT C-1

### HOURLY PAYMENTS TO KRAUSE POWER ENGINEERING, LLC, FOR SERVICES AND EXPENSES

This is **EXHIBIT C-1**, consisting of two pages, referred to in and part of the **Agreement between the Owner and Krause Power Engineering, LLC, for Engineering Services** dated October 19, 2017.

**A. Owner shall pay Krause Power Engineering, LLC, (KPE) for Services set forth in the Agreement as follows:**

1. An amount equal to the cumulative hours charged to the Project by each class of KPE's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and KPE's Consultant's charges, if any.
2. KPE's Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached to this Exhibit C as Appendices 1 and 2.
3. The Standard Hourly Rates Schedule and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to KPE.

**B. Other Provisions Concerning Payment**

1. Whenever KPE is entitled to compensation for the charges of KPE's Consultants, those charges shall be the amounts billed by KPE's Consultants to KPE times a factor of 1.10.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); telephone calls and mobile phone charges; reproduction of reports, drawings, specifications, the use of other highly specialized equipment and/or software, bidding documents, and similar Project-related items in addition to those required in the Agreement, and, if authorized in advance by Owner, overtime work requiring higher than regular rates.
3. Estimated Compensation Amounts
  - a. KPE's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to KPE under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to KPE that a compensation amount thus estimated will be exceeded, KPE shall give Owner written notice thereof. Promptly thereafter Owner and KPE shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and KPE shall agree to a reduction in the remaining services to be rendered by KPE, so that total compensation for such services will not exceed said estimated amount when such services are completed. If KPE exceeds the estimated amount before Owner and KPE have agreed to an increase in the compensation due KPE

or a reduction in the remaining services, KPE shall be paid for all services rendered hereunder.

4. To the extent necessary to verify KPE's charges and upon Owner's timely request, KPE shall make copies of such records available to Owner at cost.
5. Invoices will be prepared in accordance with KPE's standard invoicing practices and will be submitted monthly to the Owner by KPE, unless otherwise agreed.
6. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payments due KPE for services and expenses within 30 days after receipt of KPE's invoice, the amounts due KPE will be increased at the rate of 1% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. KPE may, after giving seven days written notice to Owner, suspend services under this Agreement until KPE has been paid in full all amounts due for services, expenses and other related charges. Payments will be credited first to interest and then to principal. Further, KPE reserves the right to retain products of service until all invoices are paid in full. KPE will not be liable for any claims of loss, delay, or damage by Owner for reason of withholding services or products of service until all invoices are paid in full.
7. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
8. Should such taxes, fees or costs be imposed, they shall be in addition to KPE's estimated total compensation.

## APPENDIX 1

### REIMBURSABLE EXPENSES SCHEDULE

This is **Appendix 1 to EXHIBIT C-1**, consisting of one page, referred to in and part of the **Agreement between the Owner and Krause Power Engineering, LLC, for Engineering Services** dated October 19, 2017.

Reimbursable expenses for services performed on the date of the Agreement are:

Item Description	Rate
Reproducible B&W Copies (8-1/2 x 11 Paper)	\$0.10/sheet
Reproducible B&W Duplex Copies (8-1/2 x 11 Paper)	\$0.18/sheet
Reproducible Color Copies (8-1/2 x 11 Paper)	\$0.65/sheet
Reproducible Copies (8-1/2 x 14 Paper)	\$0.15/sheet
Reproducible Copies (11 x 17 Paper)	\$0.20/sheet
Arch B Plots (12 x 18 Paper)	\$2.00/sheet
Arch C Plots (18 x 24 Paper)	\$3.50/sheet
Arch D Plots (24 x 36 Paper)	\$5.00/sheet
Drawing Set Clamp	\$40.00/clamp
Binding	\$2.00/book
Compact Disc	\$4.00/disc
Mileage (Auto)	IRS Rate
Specialized Software	\$30.00/hour
Phase Identifier (Daily)	\$125.00
Phase Identifier (Weekly)	\$500.00
Meals and Lodging	at cost
Postage and Delivery	at cost

The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect changes in the compensation payable to Krause Power Engineering, LLC.

## APPENDIX 2

### STANDARD HOURLY RATES SCHEDULE

This is **Appendix 2 to EXHIBIT C-1**, consisting of one page, referred to in and part of the **Agreement between the Owner and Krause Power Engineering, LLC, for Engineering Services** dated October 19, 2017.

#### A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this **Appendix 2 to Exhibit C-1** and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Krause Power Engineering, LLC.

#### B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class	Hourly Rate
Project Manager	\$175.00/hour
Senior Engineer	\$125.00/hour
Project Engineer	\$100.00/hour
Project Coordinator	\$90.00/hour *
Designer	\$90.00/hour *
CAD Technician	\$80.00/hour *
Support Staff	\$65.00/hour *

\* These positions also have an overtime rate at 1-1/2 times the regular rate.

#### C. Travel

Travel time outside of a normal 8-hour working day will be billed at the applicable hourly rate times a factor of 0.4.