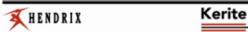
QUOTE NO. 00026658



FILE

REV. REV DATE 0 08/09/2011

EXPIRATION DATE SALES REPRESENTATIVE CUSTOMER REQUEST NO. REQUEST DATE D'Ewart Representatives LLC, 425-485-6545 Yreka 69kV 07/20/2011 08/19/2011 FREIGHT PAYMENT PAYMENT TERMS Escalation/De-Escalation **FOB Factory** NONE APPLIES Net 30 Days CUSTOMER (000644-000) SHIP TO (000644-000) PacifiCorp PacifiCorp Accounts Payable Department Accounts Payable Department P.O. Box 3040 P.O. Box 3040 Portland, OR 97208-3040 Portland, OR 97208-3040 ITEM QUANTITY PRODUCT NUMBER / DESCRIPTION UNIT PRICE **EXTENSION (\$)** 001 16,500.0000 Ea 16,500.00 Aerial Engineering Aerial Engineering Services Aerial Engineering Services 16,500.00 TOTAL INCLUDED IN DESIGN: 1. POLE SELECTION WITH CLASS & HEIGHT. INCLUDED WILL BE LOAD CALCULATIONS. PERFORM A LOAD STUDY TO DETERMINE FEASIBILITY OF MODIFYING AND/OR RE-USING EXISTING STRUCTURES. 2. CLEARANCE CALCULATIONS TO GROUND. PROFILE DRAWING WILL SHOW DISTANCE OF WIRES FROM GROUND. 3. POLE HARDWARE LIST BROKEN DOWN PER POLE. 4. POLE FRAMING DRAWINGS PER EACH POLE. 5. SAG & TENSION TABLES FROM THE MESSENGER WITH CABLES ATTACHED. 6. MESSENGER INSTALLATION STRINGING TABLE. 7. GUYING AND ANCHOR SIZING AND SPECIFICIATIONS. 8. IN PLS-CADD FORMAT. ISSUE TECHNICL SPECIFICATIONS, CONSTRUCTION PACKAGE, AND PLAND AND PROFILE IN PACIFICORP FORMAT. Quoted by: Jeanne Hughes Aerial & Molded Account Manager jhughes@hendrix-wc.com TEL (603) 249-1247 FAX (603) 673-1497 TERMS & CONDITIONS OF SALE Marmon Utility TERMS & CONDITIONS OF SALE MARMON UTILITY LLC (MARMON UTILITY)

(C) AXIS Computer Systems - cqp301 (v4.5)

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QUOTE NO. **00026658**







REV. REV DATE 0 08/09/2011

SALES REPRESENTATIVE
D'Ewart Representatives LLC, 425-485-6545
PRICE TERMS
Escalation/De-Escalation
FOB Factory

CUSTOMER REQUEST NO.
REQUEST DATE
07/20/2011
08/19/2011
PRICE TERMS
FREIGHT PAYMENT
NONE APPLIES
Net 30 Days

CUSTOMER (000644-000)

PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040 SHIP TO (000644-000)
PacifiCorp
Accounts Payable Department
P.O. Box 3040
Portland, OR 97208-3040

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
all other of be amend force or e of the tern add to the	ommunications between t ed or canceled only by writ ffect until acknowledged in ns hereof is hereby deeme terms and conditions in th	ment, including these Terms and Conditions (collectively "Agreement he parties suggesting additional or different terms. It represents the fin ten agreement signed by both parties. This Agreement expressly limits writing by Marmon Utility; and any proposal for additional or different d material and is objected to and rejected. No terms of any document or is Agreement. Unless otherwise stated herein, Buyer's receipt of any p of its terms and conditions, unless Buyer immediately returns all suc-	al and complete understanding of acceptance to these terms; no or terms or any attempt by Buyer to v r form submitted by Buyer shall b ortion of the goods ("Goods") sha	the parties and may der shall have any ary in any degree any e effective to alter or
Shipment	s and deliveries shall at all	are net 30 days from the invoice date. All late payments will be subjec times be subject to the continuing approval of Marmon Utility Credit D uire payment in advance or other arrangement to assure due payment	epartment, upon whose information	
costs. Ma Utility sha more of a	rmon Utility reserves the ri Il be paid without abateme ccessories are sold F.O.B.	erms, are subject to change without notice to reflect Marmon Utility's p ght to correct any obvious errors in specifications or prices. Minimum rt, deduction or set off. 4. Delivery and Transportation Terms. Shipmer shipping point, freight prepaid and allowed, where within the continent b.B. shipping point, with shipping and handling charges added to the in	invoice charge is \$500. All amoun ts invoiced at 5,000 feet or more fo al United States. Shipments of les	ts owed to Marmon or cable or \$3,000 or
specifical liable for cable goo cancellati 50% of th	ly provided herein, may not Marmon Utility' cancellation ods will result in cancellation on of goods scheduled for	on Utility of Purchaser's written order constitutes a binding contract be canceled or modified without the parties' mutual consent. In the evicharges which shall not exceed the purchase price of the undeliveration charges derived from the below formulae: a. A minimum charge of 2 fabrication 90 days or more subsequent to the date Marmon Utility rec	ent Purchaser refuses to accept g le goods. Cancellation by Purchas 0% of the sales price will be paid b eives notice of cancellation. b. A	oods ordered it will be er of ordered wire and y Purchaser for ninimum charge of
Purchase		nadequate to cover costs incurred by Marmon Utility incident to fabric: Utility all such costs incurred. Additionally, completed or partially comp unit price.		
Marmon (Utility			
federal, st	ate, or local law, rule or re	ales, use, excise, privilege, or other taxes or assessments now or here gulation concerning the Goods sold hereunder or the manufacture or s and, reimburse Marmon Utility for such amounts.		
delivery to estimates and mater	Buyer, whichever occurs and are based upon promp	nage to Goods shipped hereunder shall pass to Buyer upon delivery th first. Unless otherwise stated, all shipments will be made F.O.B. point to receipt of all necessary information. Delays in securing Buyer's appr so chooses, extend the date of delivery. Marmon Utility shall not be lie	of manufacture. 8. Delivery. All sh oval of necessary specifications o	ipping dates are r samples of products
specificat after ship OR IMPLI	ions incorporated herein w ment. THESE ARE MARMO	ranties – Hendrix Brand. a) Marmon Utility expressly warrants that the thin the guidelines established herein and (ii) will be free from defect i N UTILITY' ONLY WARRANTIES. MARMON UTILITY MAKES NO OTHE TIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR	n material and workmanship for a R WARRANTY OF ANY KIND WHA	period of one year TSOEVER, EXPRESS
Marmon Utility will not made	Utility determines, after app repair, replace, or refund within the warranty period	writing within the warranty period of a defect in material or workmansl ropriate tests and inspection, that such goods or part thereof are not in the purchase price, at its sole option. This shall be Buyer's exclusive in are deemed waived by Buyer.	n conformity with the warranty giv emedy for Marmon Utility' liability l	en hereunder, Marmon nereunder. Any claims
have resu delay in d	Ited from an act or omissic elivery, or breach of warra	anyone claiming through or on behalf of Buyer, with respect to any cl on of Marmon Utility, whether negligent or otherwise, and whether in to hty, shall be limited to an amount equal to the purchase price of the Go	rt, contract, or otherwise, includin ods or part thereof with respect to	g failure to deliver, which such liability is
C) AVIC C	omnuter Systems - can3	01 (v/L5) Page 2/More	Date	Printed 08/09/2011

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REV. REV DATE 0 08/09/2011

SALES REPRESENTATIVE
D'Ewart Representatives LLC, 425-485-6545 EXPIRATION DATE CUSTOMER REQUEST NO. REQUEST DATE 07/20/2011 08/19/2011 Yreka 69kV FREIGHT PAYMENT NONE APPLIES F.O.B. PAYMENT TERMS Escalation/De-Escalation **FOB Factory** Net 30 Days CUSTOMER (000644-000) SHIP TO (000644-000)

PacifiCorp Accounts Payable Department

P.O. Box 3040 Portland, OR 97208-3040 PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
bodily inju	ury, death, or property dam	the option of Marmon Utility, to replacement of the Goods or part ther age resulting from or in any way arising out of the goods or their sale, L OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING	use, or manufacture. IN NO EVENT	
		ut the prior written consent of Marmon Utility, repairs or modifies all d lity' directions, this warranty shall be void.	r part of the Goods, or if the Good	s are not installed or
10. Warra	nties and Limitations on W	arranties – Kerite Brand.		
Marmon (Utility			
be free fr specificat	om defects in material and	warrants solely to the Purchaser that any wire or cable of its own man workmanship provided the wire and cable are employed under conditi that the wire and cable are installed, spliced, terminated, maintained, a lures.	ons contemplated and covered by	the design
represent failure is Product, t	ative of Marmon Utility LLC the result of defective mate the choice of which will be	in service, Purchaser shall notify Marmon Utility LLC within (5) days of a reasonable opportunity to inspect the Product. If it is mutually deter rial or workmanship, Marmon Utility LLC's sole responsibility under th Marmon Utility LLC's option. If Marmon Utility LLC chooses to replace alled for in the original order.	mined by Marmon Utility LLC and s Warranty shall be to repair or re	Purchaser that the place the defective
c) Marmo	n Utility LLC will not be res	ponsible for any damage or failure caused by Purchaser or any third p	arty, including without limitation,	Acts of God.
electrical	power or from which it ma	ponsible for any defects or repairs to, or replacement of, adjacent or c y take electrical power, or with which it may, in any manner, be associa whatsoever, either direct or indirect, resulting from a failure of the Pro	ted. Marmon Utility LLC will not b	
		EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER W ITY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPO		IPLIED, INCLUDING
hold harn pay with r complian	lless Marmon Utility agains espect to such Goods, incl	re manufactured in accordance with specifications or other directions st all claims, losses, liabilities, and expenses (including attorneys' fees) uding (without limitation) claims relating to patent, trademark, copyrigi r local law or regulation, and any other claim of any third party which r	, which Marmon Utility may incur ht infringement, or unfair competi	or become liable to ion, claims of non-
Marmon	Utility may incur or become	, and hold harmless Marmon Utility against all claims, losses, liabilitie liable to pay which relate to or in any way arise out of Goods subjecte rmal operating conditions or applications; (iv) operating conditions or	d to: (i) improper installation or st	orage; (ii) accident,
provided claim that awarded	Buyer has made all paymer the Goods or any part ther	ction 10A with respect to Goods manufactured in accordance with spits due hereunder, Marmon Utility shall defend, at its expense, any suite of infringe any United States patent issued as of the date of Marmon ided that Marmon Utility is notified promptly in writing of such claim a	or proceeding brought against Bo Utility's quotation and shall pay an	yer based upon any y damages and costs
Marmon (ltility			
continue		d to infringe any such patent, Marmon Utility shall, at its expense and eplace them with non-infringing Goods or parts; modify them so they t		
		all not be liable for any delay in or failure of performance hereunder du f God; war; civil commotion; sabotage; labor dispute, explosion; fire; a		

(C) AXIS Computer Systems - cqp301 (v4.5)

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(C) AXIS Computer Systems - cqp301 (v4.5)





REV. REV DATE 0 08/09/2011

EXPIRATION DATE SALES REPRESENTATIVE CUSTOMER REQUEST NO. REQUEST DATE D'Ewart Representatives LLC, 425-485-6545 Yreka 69kV 07/20/2011 08/19/2011 PRICE TERMS FREIGHT PAYMENT PAYMENT TERMS Net 30 Days Escalation/De-Escalation **FOB Factory** NONE APPLIES CUSTOMER (000644-000) SHIP TO (000644-000) PacifiCorp PacifiCorp Accounts Payable Department Accounts Payable Department P.O. Box 3040 P.O. Box 3040 Portland, OR 97208-3040 Portland, OR 97208-3040 ITEM QUANTITY PRODUCT NUMBER / DESCRIPTION UNIT PRICE **EXTENSION (\$)** suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid, including but not limited to priority, requisition, allocation, or price control. 14. Default. If Buyer is in default or commits a breach of any of the provisions of this Agreement, Marmon Utility, hall have the right to cease work hereunder immediately. Further, if Buyer fails to cure such default or breach within ten (10) days after written notice thereof from Marmon Utility, Marmon Utility may terminate this Agreement by written notice to Buyer. If Buyer cures such default or breach within said ten (10) day period, this Agreement shall remain in effect, except for any adjustments to price, delivery terms, or other provision hereof which are necessary or appropriate because of any permitted cessation of work by Marmon Utility. 15. Storage. If Buyer is unwilling to accept shipment of the Goods on the agreed shipping date, Marmon Utility may, at its option, place them in storage and bill Buyer for reasonable storage charges. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage shall constitute the date of shipment for purposes of beginning the warranty period. 15. Material Return Policy. Marmon Utility reserves the right to refuse return requests of any material. All material returns must be pre-authorized by Marmon Utility, be in original resaleable condition, and have a written "Return Authorization" issued. A minimum Restocking Fee of 25% of the original invoice amount will be charged for all returns. The returning party is responsible for all prepaid freight costs back to the Marmon Utility prior of origin. 17. Waiver. Failure of Marmon Utility and tility of any breach or default hereunder must be in writing and shall not be construed to be a waiver of any continuing or succeeding breach or default, a waiver or modification of this provision itself, or a waiver or modification of any right under this Agreement. 19. Governing L

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QUOTE NO. **00026931**







REV. REV DATE 0 08/12/2011

SALES REPRESENTATIVE
D'Ewart Representatives LLC, 425-485-6545

PRICE TERMS
Escalation/De-Escalation
FOB Factory

CUSTOMER REQUEST NO. Yreka 69kv

PREQUEST DATE 09/08/2011

EXPIRATION DATE 09/08/2011

PREQUEST DATE 09/08/2011

EXPIRATION DATE 09/08/2011

PREQUEST DATE 09/08/2011

EXPIRATION DATE 09/08/2011

PRICE TERMS
FREIGHT PAYMENT
Prepaid & Allowed
Net 30 Days

CUSTOMER (000644-000)

PacifiCorp Accounts Payable Department

P.O. Box 3040 Portland, OR 97208-3040 SHIP TO (000644-000)
PacifiCorp
Accounts Payable Department

P.O. Box 3040 Portland, OR 97208-3040

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
001	1 Ea	System 3 Phase Spacer Cable System 3 Phase	144,300.0000 Ea	144,300.00
002	16,680 Ft	S0336PA69G3-00 CABLE 336 AAC 19X Pact 69kV 75 3Lyr .015 .250 0.250 CH69 GRY 1C CTO	0.0000 Ft	0.00
		HAC69-IG CABLE HAC69-IG. CTO 336.4 KCMIL Aluming Compact Round , Right Hand Lay, H19 Ter Temp Rating, 3 Layer, .015 Semicon Con250 HMWPE Insulation, GRAY 0.250 CH69 Finished Cable OD, Single Conductor.	mper, 75 Degree Muctor Shield,	
		COMMODITY PRICE Aluminum 1.2227 / 1 REQUESTED DELIVERIES		
		UESTED DATE	80	
			WD 68.0 x 39.0 x	
003	5,560 Ft	MSG1908AW019-01 MSGR BARE 19 No. 8 19 #8 0.642 AWA 19 Stl LHL CTO	0.0000 Ft	0.00
		Bare Messenger Wire 19 #8, Alumoweld-A 0.642 Diameter (In), 19 X 0.1285 X 43, Strength, 1/0 AL Equivalent Conductivi Lbs/Mft, 260 Ampacity, 19 No. 8 0.000 1	40 Lbs Breaking y, LHL, 713.5	
		UESTED DATE QUOTED SHIP DATE QUANTI 09/09/2011 09/23/2011 5,5		
	nnuter Systems - can?	01 (v4.5) Page 1/More		o Printed 08/12/2011

(C) AXIS Computer Systems - cqp301 (v4.5)

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QUOTE NO. 00026931



Kerite



REV. REV DATE 0 08/12/2011

SALES REPRESENTATIVE
D'Ewart Representatives LLC, 425-485-6545

PRICE TERMS
Escalation/De-Escalation
FOB Factory

CUSTOMER REQUEST NO. PROJECT DATE 08/09/2011

CUSTOMER REQUEST NO. PROJECT DATE 08/09/2011

PRICE TERMS
FOB FREIGHT PAYMENT PAYMENT Prepaid & Allowed Prepaid & Allowed

CUSTOMER (000644-000)

PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040 SHIP TO (000644-000)
PacifiCorp

PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
		SHIP BY #CTNS QUANTITY UM DESCRI Will Advise 1 5560 Ft REEL V 24.0 X 36.5 Wide Heavy Duty -0% to +5%	PTION WD 58.0 x 32.0 x	
004	235 Ea	RTL-69DM SPACER 69kV 3C RTL Open Per Box	0.0000 Ea	0.00
		Hendrix Spacer 69kV, 3 Phase, RTL, Diam 1/8" Minimum Leakage Distance, .750" M. Diameter, 30kA Short Circuit Rating, 10 Standard Box Quanity = No F Pieces.	ximum Messenger	
006	30 Ea	CG-5825 Dead-end Grip, Cable Range Min Diameter 1.55 Max Diameter 1.65, Neoprene Coated, Color Code Blue, 4.70 Lbs, 60" Long	0.0000 Ea	0.00
		Dead-end Grip, Cable Range Min Diameter Diameter 1.65, Neoprene Coated, Color Code Blue Long.MPS# Not Applicable		
008	10 Ea	HDTC Heavy Duty Thimble Clevis, Galvanized Steel, 2.76 Lbs	0.0000 Ea	0.00
		Heavy Duty Thimble Clevis, Galvanized : Lbs.MPS# Not Applicable	Steel, 2.76	
009	24 Ea	HPI-35-01 INSULATOR Poly 35kV TTop 1" Pin Dia F-Neck Gray 12 Per Box	0.0000 Ea	0.00
		Hendrix Tie Top Insulator, 35kV, 21" Let I" Pin Hole Diameter, 6" Minimum Pin Let Diameter, 7 1/8" Height, 2.3 Lbs Each, Color Gray. Standard Box Quantity = 12 Pieces	ength, 7 1/2"	

(C) AXIS Computer Systems - cqp301 (v4.5)

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QUOTE NO. **00026931**





REV. REV DATE 0 08/12/2011

SALES REPRESENTATIVE
D'Ewart Representatives LLC, 425-485-6545

PRICE TERMS
Escalation/De-Escalation
FOB Factory

CUSTOMER REQUEST NO. Yreka 69kv
Preka 69kv
Preka 69kv
REQUEST DATE 09/08/2011

PRICE TERMS
FREIGHT PAYMENT
PREPAID & PAYMENT TERMS
Net 30 Days

Kerite

CUSTOMER (000644-000)

PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040 SHIP TO (000644-000)
PacifiCorp

Pacificorp
Accounts Payable Department
P.O. Box 3040
Portland, OR 97208-3040

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
010	65 Ea	MC-4 Messenger Clamp, 69kV, 80-55-06 Ductile Iron, 15.56 Lbs,	0.0000 Ea	0.00
		Messenger Clamp, 69kV, 80-55-06 Ductile Lbs, .MPS# Not Applicable	Fig. 15.56	
011	10 Ea	MG-4176 Messenger Dead End Grip for 19#8, Color Code Black, 5.00 Lbs, 56" Long	0.0000 Ea	0.00
		Messenger Dead End Grip for 19#8, Color 5.00 Lbs, 56" Long.MPS# Not Applicable	Code Black,	
012	30 Ea	405006-1400 Polymer Dead-End Strain Insulator:	0.0000 Ea	0.00
		15,000lb tension rating		
		34.5in long 84inches leakage		
		Hubbel Part# 405006-1400 69kV		
		Standard Box Quantity = No F Pieces Polymer Dead-End Strain Insulator:		
		15,000lb tension rating 34.5in long 84inches leakage		
		Hubbel Part# 405006-1400 .69kV. MPS# Not Applicable		

(C) AXIS Computer Systems - cqp301 (v4.5)

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QUOTE NO. 00026931







REV. REV DATE 0 08/12/2011

EXPIRATION DATE SALES REPRESENTATIVE CUSTOMER REQUEST NO. REQUEST DATE D'Ewart Representatives LLC, 425-485-6545 Yreka 69kv 08/09/2011 09/08/2011 PRICE TERMS FREIGHT PAYMENT PAYMENT TERMS Escalation/De-Escalation **FOB Factory** Prepaid & Allowed Net 30 Days (000644-000) CUSTOMER (000644-000) SHIP TO PacifiCorp PacifiCorp Accounts Payable Department Accounts Payable Department P.O. Box 3040 P.O. Box 3040 Portland, OR 97208-3040 Portland, OR 97208-3040

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
013	30 Ea	SA-100-5	0.0000 Ea	0.00
		Thimble Clevis, 20,0001b		
		MacLean part # SA-100-5		
		Standard Box Quantity = No F Pieces		
		Thimble Clevis, 20,000lb		
		MacLean part # SA-100-5		
		.MPS# Not Applicable		
014	150 Ea	MISC-SCS	0.0000 Ea	0.00
		HS SKIRT2IN		
			TOTAL	144,300.00
				,
- WARI	RANTY 2 YEARS F	ROM DATE OF DELIVERY		
	UND CLAUSE:			
		Adjustment - When an industry-wide comp		
		ill provide documentation of the increa		
		multiplied against the actual pounds of price adjusted accordingly. Hendrix w		
		ect on each item.	III piovide a spies	dsheec
*		or on such room.		
		ted at the time of shipment, based on t		
		ice for MW US Transaction aluminum ingo		
	os copper per p ls Week".	bund as published each month in the McG	raw Hill publication	n
Meta.	La Meek .			
Quote	d by:			
	e Hughes			
	L & Molded Acco			
	es@hendrix-wc.c 603) 249-1247	pm .		
-	603) 249-1247 603) 673-1497			
PAR (003, 0/3-149/			
TERMS &	CONDITIONS OF SALE ME	rmon Utility		
C) AYIS C	computer Systems - can?	01 (v4.5) Page 4/More	Dat	e Printed 08/12/2011

(C) AXIS Computer Systems - cqp301 (v4.5)

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FOB Factory

QUOTE NO. **00026931**



Escalation/De-Escalation





REV. REV DATE 0 08/12/2011

SALES REPRESENTATIVE

D'Ewart Representatives LLC, 425-485-6545

PRICE TERMS

F.O.B.

CUSTOMER REQUEST NO. Preka 69kv

REQUEST DATE 08/09/2011

08/09/2011

PAYMENT TERMS

EXPIRATION DATE 09/08/2011

PAYMENT TERMS

Prepaid & Allowed

CUSTOMER (000644-000)

PacifiCorp
Accounts Payable Department
P.O. Box 3040

P.O. Box 3040 Portland, OR 97208-3040 SHIP TO (000644-000)

PacifiCorp

Accounts Payable Department

Net 30 Days

P.O. Box 3040 Portland, OR 97208-3040

Po	ortland, OR 9720	08-3040 Pe	ortland, OR 97208-3040)
ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
HEI	QUANTITI	TRODUCT HUMBERT DESCRIPTION	OHITFRICE	EXTENSION (3)
TERMS &	CONDITIONS OF SALE MA	ARMON UTILITY LLC (MARMON UTILITY)		
all other of be amend force or e of the terr add to the	ommunications between t led or canceled only by writ ffect until acknowledged in ns hereof is hereby deeme terms and conditions in th	Iment, including these Terms and Conditions (collectively "Agre he parties suggesting additional or different terms. It represents it ten agreement signed by both parties. This Agreement expressly writing by Marmon Utility; and any proposal for additional or dif d material and is objected to and rejected. No terms of any docur is Agreement. Unless otherwise stated herein, Buyer's receipt of of its terms and conditions, unless Buyer immediately returns a	the final and complete understanding o y limits acceptance to these terms; no o ferent terms or any attempt by Buyer to ment or form submitted by Buyer shall I f any portion of the goods ("Goods") sh	f the parties and may rder shall have any vary in any degree any be effective to alter or
Shipment	s and deliveries shall at all	are net 30 days from the invoice date. All late payments will be s times be subject to the continuing approval of Marmon Utility Cr uire payment in advance or other arrangement to assure due pa	edit Department, upon whose informat	
costs. Ma Utility sha more of a	rmon Utility reserves the ri Il be paid without abatement ccessories are sold F.O.B.	erms, are subject to change without notice to reflect Marmon. Uti ght to correct any obvious errors in specifications or prices. Min nt, deduction or set off. 4. Delivery and Transportation Terms. Sh shipping point, freight prepaid and allowed, where within the cor v.B. shipping point, with shipping and handling charges added to	imum invoice charge is \$500. All amoun hipments invoiced at 5,000 feet or more ntinental United States. Shipments of les	nts owed to Marmon for cable or \$3,000 or
specifical liable for cable goo cancellati 50% of th	ly provided herein, may not Marmon Utility' cancellation ods will result in cancellation on of goods scheduled for	on Utility of Purchaser's written order constitutes a binding con be canceled or modified without the parties' mutual consent. In charges which shall not exceed the purchase price of the unde in charges derived from the below formulae: a. A minimum charge fabrication 90 days or more subsequent to the date Marmon Utili Purchaser for cancellation of goods scheduled for fabrication le	the event Purchaser refuses to accept liverable goods. Cancellation by Purcha ge of 20% of the sales price will be paid ity receives notice of cancellation. b. A	goods ordered it will be ser of ordered wire and by Purchaser for minimum charge of
Purchase		nadequate to cover costs incurred by Marmon Utility incident to Utility all such costs incurred. Additionally, completed or partially nit price.		
Marmon U	Itility			
federal, st	ate, or local law, rule or re	ales, use, excise, privilege, or other taxes or assessments now o gulation concerning the Goods sold hereunder or the manufactur and, reimburse Marmon Utility for such amounts.		
delivery to estimates and mate	Buyer, whichever occurs and are based upon prom	nage to Goods shipped hereunder shall pass to Buyer upon deli first. Unless otherwise stated, all shipments will be made F.O.B. t receipt of all necessary information. Delays in securing Buyer' so chooses, extend the date of delivery. Marmon Utility shall no	point of manufacture. 8. Delivery. All s s approval of necessary specifications	hipping dates are or samples of products
specificat after ship OR IMPLI	ions incorporated herein w ment. THESE ARE MARMO	Tranties – Hendrix Brand. a) Marmon Utility expressly warrants the thin the guidelines established herein and (ii) will be free from do NUTILITY 'ONLY WARRANTIES. MARMON UTILITY MAKES NO TILES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR OF MERCHANTABILITY AND/OR FITNESS FOR MERCHANTABILITY AND/OR FITNESS	lefect in material and workmanship for a OTHER WARRANTY OF ANY KIND WH	period of one year ATSOEVER, EXPRESS
Marmon Utility will	Utility determines, after app repair, replace, or refund	writing within the warranty period of a defect in material or work ropriate tests and inspection, that such goods or part thereof ar the purchase price, at its sole option. This shall be Buyer's exclu- are deemed waived by Buyer.	e not in conformity with the warranty gi	ven hereunder, Marmon
C) AXIS C	omputer Systems - cqp3	D1 (v4.5) Page 5/More	Da	te Printed 08/12/2011

(C) AXIS Computer Systems - cqp301 (v4.5)









REV. REV DATE 0 08/12/2011

SALES REPRESENTATIVE
D'Ewart Representatives LLC, 425-485-6545

PRICE TERMS
Escalation/De-Escalation
FOB Factory

CUSTOMER REQUEST NO. Yreka 69kv
Preka 69kv
Preka 69kv
REQUEST DATE 09/08/2011

PRICE TERMS
FREIGHT PAYMENT
Prepaid & Allowed
REQUEST DATE 09/08/2011

PRICE TERMS
PAYMENT TERMS
Net 30 Days

CUSTOMER (000644-000)

PacifiCorp

Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040 SHIP TO (000644-000)

PacifiCorp

Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
have resu delay in d claimed d bodily inj UTILITY I	Ited from an act or omission elivery, or breach of warra rr, where appropriate and at ury, death, or property dam BE LIABLE FOR INCIDENTA or or any other person, withou	anyone claiming through or on behalf of Buyer, with respect to any c on of Marmon Utility, whether negligent or otherwise, and whether in thy, shall be limited to an amount equal to the purchase price of the Go the option of Marmon Utility, to replacement of the Goods or part the age resulting from or in any way arising out of the goods or their sale, LOR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISIN with the prior written consent of Marmon Utility, repairs or modifies all fullity directions, this warranty shall be void.	rt, contract, or otherwise, includin ods or part thereof with respect to sof. In no case will Marmon Utility use, or manufacture. IN NO EVENT G OUT OF THIS TRANSACTION.	g failure to deliver, which such liability is be liable for any SHALL MARMON
	nties and Limitations on W			
be free fi specifica	om defects in material and	warrants solely to the Purchaser that any wire or cable of its own mar workmanship provided the wire and cable are employed under condit that the wire and cable are installed, spliced, terminated, maintained, a ures.	ons contemplated and covered by	the design
represent failure is Product, free of ch	ative of Marmon Utility LLC the result of defective mate the choice of which will be arge to the delivery point ca	in service, Purchaser shall notify Marmon Utility LLC within (5) days o a reasonable opportunity to inspect the Product. If it is mutually dail rial or workmanship, Marmon Utility LLC's sole responsibility under the Marmon Utility LLC's option. If Marmon Utility LLC chooses to replace alled for in the original order.	mined by Marmon Utility LLC and is Warranty shall be to repair or re the defective Product, the new Pro	Purchaser that the place the defective duct will be delivered
d) Marmo	n Utility LLC will not be res power or from which it ma	ponsible for any damage or failure caused by Purchaser or any third ponsible for any defects or repairs to, or replacement of, adjacent or c y take electrical power, or with which it may, in any manner, be associa whatsoever, either direct or indirect, resulting from a failure of the Pr	onnected equipment to which the f ted. Marmon Utility LLC will not b	Product may supply
e) THE FO BUT NOT	REGOING WARRANTY IS I	EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER W ITY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPO	RITTEN, ORAL, EXPRESSED OR II SE.	•
hold harr pay with complian	less Marmon Utility agains espect to such Goods, incl	re manufactured in accordance with specifications or other directions it all claims, losses, liabilities, and expenses (including attorneys' fees uding (without limitation) claims relating to patent, trademark, copyrig r local law or regulation, and any other claim of any third party which in r.	, which Marmon Utility may incur ht infringement, or unfair competi	or become liable to ion, claims of non-
Marmon	Utility may incur or become	, and hold harmless Marmon Utility against all claims, losses, liabilitie liable to pay which relate to or in any way arise out of Goods subject rmal operating conditions or applications; (iv) operating conditions or	d to: (i) improper installation or st	orage; (ii) accident,
provided claim tha awarded	Buyer has made all paymer the Goods or any part ther	ction 10A with respect to Goods manufactured in accordance with sp ts due hereunder, Marmon Utility shall defend, at its expense, any suit eof infringe any United States patent issued as of the date of Marmon ided that Marmon Utility is notified promptly in writing of such claim a ne	or proceeding brought against Bo Utility's quotation and shall pay an	yer based upon any y damages and costs
Marmon		d to infringe any each patent Marmon Hillity shall at its express and	agle ontion either; progue for De-	er the right to
	using said Goods or part; i	d to infringe any such patent, Marmon Utility shall, at its expense and eplace them with non-infringing Goods or parts; modify them so they		

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Page 6/More







REV. REV DATE 0 08/12/2011

SALES REPRESENTATIVE
D'Ewart Representatives LLC, 425-485-6545
PRICE TERMS
Escalation/De-Escalation
FOB Factory

CUSTOMER REQUEST NO.
Preka 69kv
Preka 69kv
REQUEST DATE
08/09/2011
PRICE TERMS
PREIGHT PAYMENT
PAYMENT TERMS
Net 30 Days

CUSTOMER (000644-000)

(C) AXIS Computer Systems - cqp301 (v4.5)

PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040 SHIP TO (000644-000)
PacifiCorp
Accounts Payable Department
P.O. Box 3040

Portland, OR 97208-3040

purchase price for them. 13. Force Majeure. Marmon Utility shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation: an act of God; war; civil commotion; sabotage; labor dispute, explosion; fire; accident; power or equipment failure; inability to obtain suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid, including but not limited topicrority, requisition, allocation, or price control. A Default. If Buyer is in default or commits a braden of any of the provisions of this Agreement, Marmon Utility shall have the right to cease work hereunder immediately. Further, if Buyer craits to cure such default or breach within safe then (10) days after written notice the larger of the provision of the provision of this Agreement shall remain in effect, except for any adjustments to price, deliverly terms, or other provision hereof which are necessary or appropriate because of may, at its option, place them in storage and bill Buyer for reasonable storage charges. In such case, risk of loss shall pasts to Buyer when the Scoods are placed in storage, and the date the Goods are placed in storage charges. In such case, risk of loss shall pasts to Buyer when the Scoods are placed in storage charges. In such case, risk of loss shall pasts to Buyer when the Scoods are placed in storage charges. In such case, risk of loss shall pasts to Buyer when the Scoods are placed in storage charges. In such case, risk of loss shall pasts to Buyer when the Scoods are placed in storage charges. In such case, risk of loss shall pasts to Buyer when the Scoods are placed in storage charges. In such case, risk of loss shall past to Buyer when the Scoods are placed in storage charges and the such case, risk of loss shall past to Buyer when the Scoods are placed in storage charges and the such case is the such case in the such case is the such case is t					
13. Force Majeure. Marmon Utility shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation: an act of God; war; civil commotion; sabotage; labor dispute, explosion; fire; accident; power or equipment failure; inability to obtain suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid, including but not limited to priority, requisition, allocation, or price control. 14. Default, if Buyer is in default or commits a breach of any of the provisions of this Agreement, Marmon Utility, experves the remain in effect, except for any adjustments to price, delivery terms, or other provision hereof which are necessary or appropriate because of any permitted cessation of work by Marmon Utility. 15. Storage, If Buyer is unwilling to accept shipment of the Goods on the agreed shipping date, Marmon Utility may, at its option, place them in storage and bill Buyer for reasonable storage charges. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage, and the date the Goods are placed in storage shall constitute the date of shipment for purposes of beginning the warranty period. 15. Material Return Policy, Marmon Utility reserves the right to refuse return requests of any material. All material returns must be pre-authorized by Marmon Utility, be in original reseaseable condition, and have a written "Return Authorization" issued. A minimum Restoring Fee of 25% of the original invoice amount will be charged for all returns. The returning party is responsible for all prepaid freight costs back to the Marmon Utility right to require performance of that obligation. Any waiver by modification of this provision itself, or a waiver or modification of any right under this Agreement. 18. Assig	ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
including without limitation: an act of God; war; civil commotion; sabotage; labor dispute, explosion; fire; accident; power or equipment failure; inability to obtain suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid, including but not limited to priority, requisition, allocation, or price control. 14. Default. If Buyer is in default or commits a breach of any of the provisions of this Agreement, Marmon Utility shall have the right to case work hereunder immediately. Further, if Buyer fails to cure such default or breach within ten (10) days after written notice the tender of the Marmon Utility may terminate this Agreement by mitten notice to Buyer. If Buyer cures such default or breach within ten (10) days after written notice the roof from Marmon Utility may terminate this Agreement by period, this Agreement shall remain in effect, except for any adjustments to price, delivery terms, or other provision hereof which are necessary or appropriate because of any permitted cessation of work by Marmon Utility. 15. Storage. If Buyer is unwilling to accept shipment of the Goods on the agreed shipping date, Marmon Utility may, at its option, place them in storage and bill Buyer for reasonable storage charges. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage shall constitute the date of shipment for purposes of beginning the warranty period. 15. Material Return Policy. Marmon Utility reserves the right to refuse return requests of any material. All material returns must be pre-authorized by Marmon Utility, be in original resaleable condition, and have a written "Return Authorization" issued. A minimum Restocking Fee of 25% of the original invoice amount will be charged for all returns. The returning party is responsible for all prepaid freight costs back to the Marmon Utility right to require performance of that obligation. Any waiver by Marmon Utility of any breach or default a prepa	purchase	price for them.			
	13. Force including suitable of limited to Utility sh. from Mar this Agre any perm may, at it storage,	Majeure. Marmon Utility sh without limitation: an act or sufficient labor, fuel, pow priority, requisition, allocat all have the right to cease whom Utility, Marmon Utility ment shall remain in effect tted cessation of work by h s option, place them in storn the date the Goods are armon Utility reserves the recondition, and have a writte he returning party is responyer's performance of any of utility of any breach or defa modification of this provisinies due or to become due hall be void and, at Marmon	if God; war; civil commotion; sabotage; labor dispute, explosion; fire; er, or material; delay of carrier; embargo; or any law, ordinance, rule, ion, or price control. 14. Default. If Buyer is in default or commits a bro ork hereunder immediately. Further, if Buyer fails to cure such default may terminate this Agreement by written notice to Buyer. If Buyer cure except for any adjustments to price, delivery terms, or other provisio armon Utility, 15. Storage. If Buyer is unwilling to accept shipment of age and bill Buyer for reasonable storage charges. In such case, risk of placed in storage shall constitute the date of shipment for purposes of ght to refuse return requests of any material. All material returns mus in "Return Authorization" issued. A minimum Restocking Fee of 25% or shibligation under this Agreement shall not affect Marmon Utility right to tult hereunder must be in writing and shall not be construed to be a wa on itself, or a waiver or modification of any right under this Agreemen hereunder, without Marmon Utility' prior written consent, and any atte Utility's option, grounds for termination of this agreement. 19. Gove	accident; power or equipment fails or regulation, whether valid or invalad of any of the provisions of this or breach within ten (10) days afte a such default or breach within sa hereof which are necessary or a the Goods on the agreed shipping floss shall pass to Buyer when the beginning the warranty period. I be pre-authorized by Marmon Util fithe original invoice amount will brigin. 17. Waiver, Failure of Marmo require performance of that oblig ver of any continuing or succeedit. 18. Assignment. Buyer shall not impted assignment without Marmo fung Lagranger. This Agreement shall is the same processed that the same processed in the same processed that the same processed in the same processed that the same processed in the same processed	ire; inability to obtain lid, including but not s Agreement, Marmon written notice thereof id ten (10) day period, ppropriate because of date, Marmon Utility e Goods are placed in s. Material Return ty, be in original re- ie charged for all no Utility at any time to jation. Any waiver by up breach or default, a assign this Agreement in Utility' prior written e construed in

Page 7/End

Hendrix Spacer Cable System Bill of Materials Preliminary Design - Not For construction

Customer Pacificorp
Project No. 719
Proj Name Yreka 69 kV
Date 04-Aug-11 Num Phases Circuit Footage 5560 Engineer EWL

Conductor 336 kcm 19X Aluminum Compact 69 kV 75 ℃ Gray

Messenger Size 19#8 AW Spacers RTL-69DM Spacer Quantity 235

Pole ID	Assembly Dwg No.	Description	Back Span, ft	Line Angle	# of Assem
1	AC1262-05	Dead End, 69kV, Transition from Spacer to Bare		0	1
2	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
3	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
4	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
5	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
6	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
7	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
8	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
9	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
10	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
11	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
12	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
13	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
14	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
15	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
16	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
17	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
18	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
19	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
20	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
21	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
22	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
23	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
24	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
25	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
26	AC1269-05	Angle Pole, 69kV, 26°to 90° Angles		25	1
27	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
28	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
29	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
30	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
31	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
32	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1

8/12/2011 Pacificorp Yreka 69 kV BOM 719 REV Aug 12 2011.doc Page 1 of 3

Hendrix Spacer Cable System Bill of Materials Preliminary Design – Not For construction

Customer Pacificorp Num Phases Project No. 719 Circuit Footage 5560 Proj Name Yreka 69 kV Date 04-Aug-11 Engineer EWL

Conductor336 kcm 19X Aluminum Compact 69 kV 75 ℃ GrayMessenger Size19#8 AWSpacersRTL-69DMSpacer Quantity235

Pole ID	Assembly Dwg No.	Description	Back Span, ft	Line Angle	# of Assem
33	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
34	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
35	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
36	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
37	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
38	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
39	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
40	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
41	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
42	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
43	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
44	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
45	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
46	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
47	AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	1
48	AC1262-05	Dead End, 69kV, Transition from Spacer to Bare		0	1
Extra Tangr	nt(3) AC1261-05	Tangent Pole, 69 kV, 48 inch Davit Arm		0	3
Extra Angle	e(2) AC1269-05	Angle Pole, 69kV, 26°to 90° Angles		0	2
Extra DE ((2) AC1262-05	Dead End, 69kV, Transition from Spacer to Bare		0	2

Total: 5291 Ckt. Ft.

Pacificorp Yreka 69 kV BOM 719 REV Aug 12 2011.doc Page 2 of 3

8/12/2011

 Customer
 Pacificorp
 Num Phases
 3

 Project No.
 719
 Circuit Footage
 5560

 Proj Name
 Yreka 69 kV
 Engineer
 EWL

Date 04-Aug-11

Conductor 336 kcm 19X Aluminum Compact 69 kV 75 ℃ Gray

Messenger Size 19#8 AW

Spacers RTL-69DM Spacer Quantity 235

Material List:

Catalog Number	Description	Quantity
CF626-30C	Fiberglass Standoff Bracket for 69kV	21
CG-5825	Conductor Dead End Grip	30
DAVIT-48	Davit Arm, Steel, 48" Long	48
HDTC	Thimble Clevis, Ductile Iron, 40,000 lb.	10
HPI-35-01	Polyethylene Insulator, 35kV, F Neck, 1 inch Pin	21
MC-4	Messenger Clamp for 69kV Davit Arm	48
MG-4176	Messenger Dead End Grip	10
MPS SA-100-5	Thimble Clevis, Large Size, 20,000 lb.	30
OB 405006-1400	Insulator, Dead End Strain, Polymer, 69kV	30
HS SKIRT2IN	Heat shrink Skirt for Standoff Bracket	150

Note:

- 1. 5% added to conductor & messenger to account for sag & terminations
- 2. Two spacers included at each pole (See AC1261-05).
- 3. Preliminary Design NOT FOR CONSTRUCTION.
- 4. Conductor Cuts 6 X 2780 ft, Messenger cuts 1 X 5560 ft.

REV 8/12/11: Added intermediate tangent poles to reduce span lengths. This is necessary because customer is supplying light duty davit arms that cannot without loads from longer spans. Also added spare materials.

Pacificorp Yreka 69 kV BOM 719 REV Aug 12 2011.doc Page 3 of 3 8/12/2011







REV DATE REV. 0 08/10/2011

D'Ewar	-	LLC, 425-485-6545	CUSTOMER REQUEST NO. Yreka Svcs	08/10/2011	09/09/2011
PRICE TERMS F.O.B. Firm Price FOB Factory		FREIGHT PAYMENT NONE APPLIES	PAYMENT TERMS Net 30 Days		
Pa Ac P.	STOMER (0006 scifiCorp scounts Payable O. Box 3040 ortland, OR 972		P.O. B	(/	
ITEM	QUANTITY	PRODUCT NUMBER / [DESCRIPTION	UNIT PRICE	EXTENSION (\$
001	1 Ea	Yreka line 10 co	and advise for construction pre-bid es time and travel	3,000.0000 Ea	3,000.0
		Aerial Engineeri	ing Services		
				TOTAL	3,000.0
Aerial jhughe TEL (6 FAX (6	l by: Hughes & Molded Acco s@hendrix-wc.c 103) 249-1247 103) 673-1497 CONDITIONS OF SALE MA	om			
1. Accepts all other of be amend force or ef of the term add to the	ance; Agreement. This doc ommunications between t ed or canceled only by writ fect until acknowledged in shereof is hereby deeme terms and conditions in the	ten agreement signed by bot writing by Marmon Utility; an d material and is objected to is Agreement. Unless otherv	ON UTILITY) and Conditions (collectively "Agreement"), nal or different terms. It represents the final i th parties. This Agreement expressly limits a d any proposal for additional or different ter and rejected. No terms of any document or for vise stated herein, Buyer's receipt of any por unless Buyer immediately returns all such of	cceptance to these terms; no or rms or any attempt by Buyer to orm submitted by Buyer shall t tion of the goods ("Goods") sha	der shall have any vary in any degree any be effective to alter or
Shipments	s and deliveries shall at al	times be subject to the conti	oice date. All late payments will be subject to nuing approval of Marmon Utility Credit Dep other arrangement to assure due payment	o a late charge of US prime rate artment, upon whose informati	plus 2% annualized. on Marmon Utility ma
costs. Mar Utility sha more of a	rmon Utility reserves the r Il be paid without abateme ccessories are sold F.O.B.	ight to correct any obvious er nt, deduction or set off. 4. De shipping point, freight prepai	vithout notice to reflect Marmon Utility's pric rors in specifications or prices. Minimum inv livery and Transportation Terms. Shipments d and allowed, where within the continental ping and handling charges added to the invoi	oice charge is \$500. All amour invoiced at 5,000 feet or more f United States. Shipments of les	ts owed to Marmon or cable or \$3,000 or
5. Cancella specifical	ation. Acceptance by Marn y provided herein, may no	on Utility of Purchaser's writt be canceled or modified with	ten order constitutes a binding contract betw hout the parties' mutual consent. In the even	ween the parties which, except it Purchaser refuses to accept goods. Cancellation by Purcha	as otherwise goods ordered it will be ser of ordered wire an









REV. REV DATE 0 08/10/2011

SALES REPRESENTATIVE
D'Ewart Representatives LLC, 425-485-6545 EXPIRATION DATE CUSTOMER REQUEST NO. REQUEST DATE 09/09/2011 Yreka Svcs 08/10/2011 PRICE TERMS FREIGHT PAYMENT PAYMENT TERMS F.O.B. Firm Price **FOB Factory** NONE APPLIES Net 30 Days CUSTOMER (000644-000) SHIP TO (000644-000)

PacifiCorp

Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040 PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
	e sales price will be paid by notice of cancellation.	Purchaser for cancellation of goods scheduled for fabrication less that	n 90 days subsequent to the date	Marmon Utility
Purchase		nadequate to cover costs incurred by Marmon Utility incident to fabric. Utility all such costs incurred. Additionally, completed or partially comp init price.		
Marmon	Utility			
federal, s	ate, or local law, rule or re	ales, use, excise, privilege, or other taxes or assessments now or here gulation concerning the Goods sold hereunder or the manufacture or s and, reimburse Marmon Utility for such amounts.		
delivery to estimates and mate	o Buyer, whichever occurs and are based upon prom	nage to Goods shipped hereunder shall pass to Buyer upon delivery th first. Unless otherwise stated, all shipments will be made F.O.B. point at receipt of all necessary information. Delays in securing Buyer's appr so chooses, extend the date of delivery. Marmon Utility shall not be lice	of manufacture. 8. Delivery. All shoval of necessary specifications o	ipping dates are r samples of products
specificat after ship OR IMPLI	ions incorporated herein w ment. THESE ARE MARMO	ranties – Hendrix Brand. a) Marmon Utility expressly warrants that the thin the guidelines established herein and (ii) will be free from defect i MUTILITY' ONLY WARRANTIES. MARMON UTILITY MAKES NO OTHE TILES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR	n material and workmanship for a R WARRANTY OF ANY KIND WHA	period of one year TSOEVER, EXPRESS
Marmon Utility wil	Utility determines, after app repair, replace, or refund	writing within the warranty period of a defect in material or workmansl ropriate tests and inspection, that such goods or part thereof are not i the purchase price, at its sole option. This shall be Buyer's exclusive in are deemed waived by Buyer.	n conformity with the warranty giv	en hereunder, Marmon
have resu delay in d claimed o bodily inj	Ited from an act or omissing elivery, or breach of warra r, where appropriate and at ury, death, or property dam	anyone claiming through or on behalf of Buyer, with respect to any cl on of Marmon Utility, whether negligent or otherwise, and whether in to thy, shall be limited to an amount equal to the purchase price of the Go the option of Marmon Utility, to replacement of the Goods or part ther age resulting from or in any way arising out of the goods or their sale, LOR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING	rt, contract, or otherwise, includin ods or part thereof with respect to eof. In no case will Marmon Utility use, or manufacture. IN NO EVENT	g failure to deliver, which such liability is be liable for any
		out the prior written consent of Marmon Utility, repairs or modifies all d lity' directions, this warranty shall be void.	r part of the Goods, or if the Good	s are not installed or
10. Warra	nties and Limitations on W	arranties – Kerite Brand.		
Marmon	Utility			
be free fr specifical	om defects in material and	warrants solely to the Purchaser that any wire or cable of its own man workmanship provided the wire and cable are employed under conditi that the wire and cable are installed, spliced, terminated, maintained, a ures.	ons contemplated and covered by	the design
represent failure is Product,	ative of Marmon Utility LLC the result of defective mate the choice of which will be	in service, Purchaser shall notify Marmon Utility LLC within (5) days of reasonable opportunity to inspect the Product. If it is mutually deter rial or workmanship, Marmon Utility LLC's sole responsibility under th Marmon Utility LLC's option. If Marmon Utility LLC chooses to replace illed for in the original order.	mined by Marmon Utility LLC and s Warranty shall be to repair or re	Purchaser that the place the defective

(C) AXIS Computer Systems - cqp301 (v4.5)

Page 2/More

QUOTE NO. 00026889







REV DATE 08/10/2011

SALES REPRESENTATIVE
D'Ewart Representatives LLC, 425-485-6545 EXPIRATION DATE CUSTOMER REQUEST NO. REQUEST DATE 08/10/2011 09/09/2011 Yreka Svcs PRICE TERMS Firm Price PAYMENT TERMS Net 30 Days FREIGHT PAYMENT NONE APPLIES **FOB Factory**

(000644-000)

PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040

SHIP TO (000644-000) Accounts Payable Department P.O. Box 3040

Portland, OR 97208-3040

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
c) Marmo	n Utility LLC will not be res	ponsible for any damage or failure caused by Purchaser or any third p	arty, including without limitation, A	Acts of God.
electrical	power or from which it ma	ponsible for any defects or repairs to, or replacement of, adjacent or c y take electrical power, or with which it may, in any manner, be associa whatsoever, either direct or indirect, resulting from a failure of the Pr	ted. Marmon Utility LLC will not b	
		EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER W ITY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPO		MPLIED, INCLUDING
hold harn pay with r complian	lless Marmon Utility agains espect to such Goods, incl	re manufactured in accordance with specifications or other directions at all claims, losses, liabilities, and expenses (including attorneys' fees uding (without limitation) claims relating to patent, trademark, copyrig r local law or regulation, and any other claim of any third party which r	, which Marmon Utility may incur ht infringement, or unfair competi	or become liable to tion, claims of non-
Marmon	Utility may incur or become	, and hold harmless Marmon Utility against all claims, losses, liabilitie liable to pay which relate to or in any way arise out of Goods subjecte rmal operating conditions or applications; (iv) operating conditions or	d to: (i) improper installation or st	orage; (ii) accident,
provided claim that awarded	Buyer has made all paymer the Goods or any part ther	ction 10A with respect to Goods manufactured in accordance with sp ts due hereunder, Marmon Utility shall defend, at its expense, any suit eof infringe any United States patent issued as of the date of Marmon ided that Marmon Utility is notified promptly in writing of such claim a he	or proceeding brought against B Utility's quotation and shall pay an	yer based upon any y damages and costs
Marmon (Jtility			
continue		d to infringe any such patent, Marmon Utility shall, at its expense and eplace them with non-infringing Goods or parts; modify them so they I		
including suitable of limited to Utility sha from Marithis Agree any perm may, at it storage, & Policy, & Saleable returns. Trequire B Marmon Waiver or or any mo consent s	without limitation: an act or r sufficient labor, fuel, pow priority, requisition, allocal III have the right to cease w mon Utility, Marmon Utility ment shall remain in effect ted cessation of work by soption, place them in storind the date the Goods are armon Utility reserves the ricondition, and have a writte he returning party is responyer's performance of any Utility of any breach or defa modification of this provisinies due or to become due hall be void and, at Marmon diversity of the comments of the provisionies due or to become due	all not be liable for any delay in or failure of performance hereunder di f God; war; civil commotion; sabotage; labor dispute, explosion; fire; er, or material; delay of carrier; embargo; or any law, ordinance, rule, ion, or price control. 14. Default. If Buyer is in default or commits a brook hereunder immediately. Further, if Buyer fails to cure such default may terminate this Agreement by written notice to Buyer. If Buyer cure, except for any adjustments to price, delivery terms, or other provisio aromo tultility. 15. Storage. If Buyer is unwilling to accept shipment of age and bill Buyer for reasonable storage charges. In such case, risk oplaced in storage shall constitute the date of shipment for purposes of glate of the storage shall constitute the date of shipment for purposes of the torefuse return requests of any material. All material returns must meturn Authorization" issued. A minimum Restocking Fee of 25% obligation under this Agreement shall not affect Marmon Utility' right to the theory of a waiver or modification of any right under this Agreement hereunder, without Marmon Utility' prior written consent, and any atte Utility's option, grounds for termination of this agreement. 19. Gove diction in which is located the plant of Marmon Utility producing the Guite of the same and the support of the government of the same diction in which is located the plant of Marmon Utility producing the Guite of the same and the same and the same of the same and th	accident; power or equipment fail or regulation, whether valid or inva ach of any of the provisions of thi or breach within ten (10) days afte s such default or breach within sa hereof which are necessary or a the Goods on the agreed shipping f loss shall pass to Buyer when th beginning the warranty period. 1 to be pre-authorized by Marmon Util of the original invoice amount will rigin. 17. Waiver. Failure of Marm or equire performance of that oblic ver of any continuing or succeedin 18. Assignment. Buyer shall not mpted assignment without Marm fing Laws. This Agreement shall I	ire; inability to obtain iid, including but not s Agreement, Marmon written notice thereof id ten (10) day period, ppropriate because of date, Marmon Utility e Goods are placed in b. Material Return try, be in original re- echarged for all no Utility at any time to jation. Any waiver by ag breach or default, a assign this Agreement in Utility' prior written e construed in

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FILE

REV. REV DATE 0 08/10/2011

SALES REPRESENTATIVE CUSTOMER REQUEST NO. REQUEST DATE EXPIRATION DATE D'Ewart Representatives LLC, 425-485-6545 08/10/2011 09/09/2011 Yreka Svcs PAYMENT TERMS Net 30 Days PRICE TERMS Firm Price FREIGHT PAYMENT NONE APPLIES F.O.B. **FOB Factory** (000644-000) CUSTOMER (000644-000) SHIP TO PacifiCorp PacifiCorp Accounts Payable Department Accounts Payable Department P.O. Box 3040 P.O. Box 3040 Portland, OR 97208-3040 Portland, OR 97208-3040 EXTENSION (\$) ITEM QUANTITY PRODUCT NUMBER / DESCRIPTION UNIT PRICE

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