

**GENERAL SERVICES CONTRACT**  
**BETWEEN**  
**PACIFICORP**  
**AND**  
**SHAW ENVIRONMENTAL INC.**  
**FOR**  
**ENVIRONMENTAL MONITORING EQUIPMENT MAINTENANCE**  
**AT**  
**THERMAL PLANTS**

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**PARTIES**

The Parties to this General Services Contract (“Contract”) are **PACIFICORP** (hereinafter “Company”) whose address is 825 NE Multnomah Street, Portland, Oregon 97232 and **SHAW ENVIRONMENTAL INC.** (hereinafter “Contractor”) whose address is 2526 Westcott Blvd., Knoxville, TN 37931. Company and Contractor are hereinafter sometimes collectively referred to as “Parties” and individually as a “Party,” as the context may require.

**ARTICLE 1. DEFINITIONS**

**Defined Terms:**

**CIPS Covered Assets** shall mean any assets identified by Company as “critical assets” or “critical cyber assets,” as those terms are defined in the North American Electric Reliability Corporation Glossary of Terms.

**Company’s Criteria** shall mean applicable requirements used as the baseline for determining whether an individual is a restricted person, as set forth on Exhibit E, Company’s Criteria.

**Company’s Facilities** shall mean any facilities owned, operated or otherwise controlled by Company which require Company authorization to obtain access.

**Critical Infrastructure Information (CII)** shall mean information concerning CIPS Covered Assets that: (i) relates to the production, generation or transmission of energy; (ii) could be useful to a person planning an attack on critical infrastructure; and (iii) provides strategic information beyond the geographic location of the critical asset, and which is identified as CII by Company.

**Deliverables** shall be as specified in the Scope of Work.

**Emergency** shall mean conditions under which, without effecting an immediate repair or replacement: (i) life, health, or safety would be endangered by operation of the Company’s assets; (ii) the Company’s assets would be unavailable for commercial use; or (iii) the Company’s assets could not be operated, or demonstrated to be operating, in compliance with environmental regulations.

**Equipment** shall mean all equipment, materials, goods, parts, and associated hardware to be delivered to Company, by Contractor, under this Contract.

**Force Majeure Event** shall mean a delay caused by any national or general strike (but excluding strikes relating solely to the work force of Company, Contractor or a Subcontractor), fire, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events which are: (i) not reasonably foreseeable as of the date the Contract was executed; and (ii) attributable to a cause beyond the control and without the fault or negligence of the Party incurring such delay. The term Force Majeure Event does not include a delay caused by seasonal weather conditions,

inadequate construction forces, or Contractor's failure to place orders for Equipment, materials, construction equipment or other items sufficiently in advance to ensure delivery and/or availability when needed.

**Material Adverse Change (MAC)** shall mean, with respect to the Contractor, if the Contractor, in the reasonable opinion of Company, has experienced a material adverse change in the Contractor's financial condition or Contractor's ability to fulfill its obligations under this Contract, including, but not limited to, any such change that results in its inability to satisfy ARTICLE 7, CREDIT REQUIREMENTS or ARTICLE 8, SECURITY, including any event or circumstance that would give Company the right to terminate for cause pursuant to ARTICLE 41, TERMINATION FOR CAUSE.

**Net Replacement Costs** shall mean the "cost to cover" remedy available to Company in the event of a default by Contractor under this Contract. The Net Replacement Costs shall be calculated by: (i) subtracting the unpaid balance of the total Contract price from the costs incurred by Company to obtain a replacement contractor to finish the Work that Contractor was otherwise obligated to provide during the remaining term of this Contract (or the costs, internal and third party, incurred by Company to complete such remaining Work itself); and (ii) adding a sum for additional managerial, administrative, and other reasonable costs Company incurs as a result of Contractor's default.

**Notice** shall mean a formal written communication which, pursuant to the Contract, one Party must deliver to the other in order to invoke a Contract right set forth herein.

**Personnel** shall mean the employees of Contractor or the employees of any Subcontractors, or other agents of Contractor employed to perform Work under this Contract.

**Scope of Work or Specification** shall mean the requirements regarding the Work, as detailed in the exhibits attached to this Contract.

**Sensitive Personnel** shall mean all Personnel with authorized unescorted physical access to Company's Facilities or authorized cyber access to Company's CIPS Covered Assets.

**Service(s)** shall mean any labor, skill, or advice provided to Company pursuant to this Contract.

**Subcontractor** shall mean any entity or person (including subcontractors at any tier, laborers and materials suppliers) having an agreement with Contractor or any other Subcontractor to perform a portion of Contractor's obligations under this Contract.

**Work** shall mean all obligations, duties, requirements, and responsibilities for the successful completion of the Contract by Contractor, including furnishing of all Equipment and/or Services (including obtaining all applicable licenses and permits) in accordance with the terms and conditions set forth herein and inclusive of those detailed herein.

**Workers' Compensation Laws** shall mean the statutory requirements of the state and/or federal regulations (e.g., FELA, USL&H, Jones Act) where the Work is to be performed.

**Work Site** shall mean the location or locations on Company's property where the Work is to be performed.

## **ARTICLE 2. DESCRIPTION OF WORK**

Contractor shall perform the Work in accordance with Exhibit A, Scope of Work. Contractor shall be solely responsible for the means, methods, and procedures of performing the Work. Except as otherwise provided in this Contract, Contractor shall provide all necessary utilities and support services.

## **ARTICLE 3. PERIOD OF PERFORMANCE**

Time is of the essence. This Contract shall be effective on January 1, 2011 and continue in effect through December 31, 2013. Unless earlier terminated as provided herein, this Contract shall continue in effect until final completion of all Work set forth herein; provided, however, that all warranties, indemnities, insurance requirements, confidentiality obligations, or other obligations which by their own terms are intended to survive the expiration of this Contract shall continue in full force and effect after such date.

## **ARTICLE 4. CONSIDERATION AND PAYMENT**

As full consideration for the satisfactory performance of Contractor's obligations under this Contract, Company will pay Contractor all undisputed amounts within thirty (30) days of receipt and approval of properly submitted invoice(s), net of any retention amounts that are entitled to be withheld by Company pursuant to the terms of this Contract. The total amount of consideration payable for the Work is specified in Exhibit B, Pricing and Payment Schedule.

All invoices shall be addressed as follows:

PacifiCorp  
Attn: Steven Jensen  
1407 West North Temple, Suite 310  
Salt Lake City, UT 84116

INVOICES WHICH DO NOT CONTAIN THE ABOVE INFORMATION, OR ARE NOT  
ADDRESSED AS ABOVE, MAY CAUSE PAYMENT DELAY.

Company may offset any such payment to reflect amounts owing from Contractor to Company or its subsidiaries pursuant to this Contract or any other agreement between the Parties or otherwise. In addition, Company may withhold all payments otherwise due Contractor until such time as Contractor has provided any Default Security required by this Contract. If required by Company, the final payment, including any retention amounts withheld, shall not become due until Contractor has furnished Company a final release from all claims and demands arising out the Contract in a form acceptable to Company.

Upon request by Company, Contractor shall also provide interim lien and claim releases executed by Contractor, interim and/or final lien and claim releases executed by Subcontractors through the date of each invoice submitted.

#### **ARTICLE 5. TAXES**

The consideration as stated in ARTICLE 4, CONSIDERATION AND PAYMENT, includes all taxes arising out of Contractor's performance hereunder, including without limitation state and local sales and use taxes, value-added taxes, import duties, payroll taxes, income taxes and other taxes relating to the performance of the Work. State and local sales and use taxes shall be stated separately and shown on all invoices as a separate line item. Upon request of Company, Contractor shall promptly provide to Company evidence satisfactory to Company of the payment of all applicable taxes.

#### **ARTICLE 6. ACCOUNTING AND AUDITING**

Contractor shall keep accurate and complete accounting records in support of all cost billings and claims to Company in accordance with generally accepted accounting principles. Company, or its audit representatives, shall have the right at any reasonable time or times to examine, audit, and copy the records, vouchers, and their source documents which relate to any claim for compensation other than pricing elements which are fixed in amount by this Contract. Such documents shall be available for examination, audit and copying for three (3) years after the completion or termination of this Contract.

Contractor shall assist Company with preparing necessary audit material and will allow Company to review any work papers prepared by independent auditors as allowed by professional standards.

Audit findings by Company's representative will be considered to be final and conclusive for the period audited. Any over collections shall be returned to Company within thirty (30) calendar days from date of Notice of overcharge.

#### **ARTICLE 7. CREDIT REQUIREMENTS**

Contractor shall meet the requirements of any one or more of clause (i) or clause (ii) below: (i) Contractor maintains a senior unsecured debt rating from Standard & Poor's of BBB- or better; or (ii) if Contractor does not maintain a satisfactory debt rating, Contractor meets ALL of the following credit standards: a) tangible net worth ten (10) times the projected maximum liability of Contractor under this Contract; b) no change in the condition of its earnings, net worth, or working capital over the last twenty-four (24) months, which would reasonably be anticipated to impair the Contractor's ability to meet its obligations under this Contract; and c) Contractor is not in default under any of its other agreements and is current on all of its financial obligations.

If requested by Company, Contractor shall within thirty (30) calendar days provide Company with copies of its most recent annual and quarterly financial statements prepared in accordance with generally accepted accounting principles.

#### **ARTICLE 8. SECURITY**

In the event Contractor is unable to satisfy the credit requirements set forth in ARTICLE 7, CREDIT REQUIREMENTS at any time during the term of this Contract, or if Contractor experiences a Material Adverse Change at any time during the term of this Contract, then Contractor shall provide Company with security against defaults by Contractor

under this Contract in such form and amount as may be reasonably required by Company (“Default Security”), and pursuant to such additional agreements or instruments as may be reasonably required by Company, including but not limited to letters of credit, third party guaranties, escrow accounts, labor and material payment bonds and/or surety bonds. Company may at any time, at its own discretion or pursuant to a request by Contractor, recalculate the amount of Default Security required pursuant to this Article, in which case Company shall increase or decrease the existing amount of Default Security, as appropriate. At no time shall the amount of Default Security to which Company is entitled pursuant to this Article be less than Company’s Net Replacement Costs.

The terms of any letter of credit required by Company shall conform to the attached Exhibit C, Form of Letter of Credit, as well as the requirements of this Contract and be issued by a bank acceptable to Company. The letter of credit shall provide for payment to Company of the letter of credit stated amount if Contractor defaults under the terms of this Contract. The Company shall have the right to call the entire amount of the letter of credit if Contractor has not renewed the letter of credit thirty (30) calendar days prior to its expiration.

Contractor’s expenses of complying with additional Default Security obligations as set forth in this Article shall be borne by the Contractor.

**ARTICLE 9. WITHHOLDING PAYMENT**

Company may, without limiting any other rights or remedies Company may have, withhold from payment amounts which reflect the reasonable cost to repair or replace unsatisfactory Work or the value of any claim against Company, which Contractor has failed to settle pursuant to its indemnity obligations under the Contract. Company may also retain from any payment sufficient funds to discharge any delinquent accounts of Contractor for which liens on Company’s property have been or can be filed, and Company may at any time pay therefrom for Contractor’s account such amounts as are, in the opinion of Company, due thereon, including any sums due under any federal or state law.

**ARTICLE 10. DESIGNATED REPRESENTATIVE AND NOTICES**

Prior to commencement of the Work, each Party shall designate a representative authorized to act on its behalf, shall advise the other Party in writing of the name, address, and telephone number of such designated representative, and shall inform the other Party of any subsequent change in such designation. All communications relating to the day-to-day activities under this Contract shall be exchanged between such designated representatives through any agreed form of communication.

Any formal Notice required to be delivered in writing under the terms of this Contract shall be delivered to the representative of the other Party as designated below. All formal written Notices shall be: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. The Parties’ addresses for purposes of Notice shall be as set forth below:

If to Company: <hr/> PacifiCorp <hr/> 1407 West North Temple, Suite 310 <hr/> Salt Lake City, UT 84116 <hr/> Attn: Steven Jensen <hr/> Telephone: 801.220.4639 <hr/>	If to Contractor: <hr/> Shaw Environmental <hr/> 2526 Westcott Blvd. <hr/> Knoxville, TN 37931 <hr/> Attn: Martin Keller <hr/> Telephone: 865.692.2517 <hr/>
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Either Party may change the name or address of the designated recipient of Notices by delivery of a Notice of such change as provided for in this Article.

**ARTICLE 11. CORRECTION OF WORK**

Any time prior to final completion of the Work and acceptance by Company, Company may reject Work which, in Company’s opinion, fails to conform to this Contract. Contractor, at its sole expense, shall: (i) promptly re-perform or replace any Services or Equipment so as to conform with the requirements of this Contract; and (ii) remove from the Work Site all Equipment rejected by Company, whether incorporated in the Work or not.

To the extent the Work of Contractor or others must be disturbed to allow such corrective action by Contractor, Contractor shall reimburse Company for all costs incurred by Company to restore anything disturbed to its previous condition.

If Contractor fails to promptly remedy rejected Work, Company may, without limiting or waiving any other rights or remedies it may have, correct the Work and remove and dispose of rejected Equipment at the expense of Contractor, and may deduct from amounts due Contractor any cost so incurred by Company.

#### **ARTICLE 12. WARRANTY**

Contractor warrants that all Services performed shall conform to the specifications, drawings, samples, and other descriptions set forth in this Contract and shall be free of defects in workmanship. Contractor further warrants that all Equipment and Deliverables supplied shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in this Contract, will be new, and free from defects in design.

At any time for a period of one (1) year from the date of final completion of the Work and acceptance by Company, Contractor shall at its own expense promptly repair, replace and/or re-perform any portion of the Work that is defective or in any way fails to conform to the Contract requirements. Any repair, replacement or re-performance will meet the requirements of this Contract for a period of one (1) additional year following Company's acceptance of such repair, replacement or re-performance.

If Contractor fails to promptly make any repair, replacement or re-performance as required herein, Company may conduct the necessary Work at Contractor's expense. The Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, the Contractor shall reimburse the Company for the cost of any warranty repair, replacement or re-performance self-performed by Company.

If any Equipment or Work fails to meet the foregoing warranties, the Company shall have the right to self-perform Emergency warranty work as Company deems necessary. The Company agrees to notify the Contractor of such Emergency work within 48 hours. The Contractor cannot void the warranty for any repairs, replacement or re-performance performed under these Emergency circumstances. Provided that the Emergency repairs, replacement or re-performance is performed in a reasonable manner and with workmanship and care measured by industry standards, the Contractor shall reimburse the Company for the cost of any Emergency warranty work self-performed by Company.

The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in this Contract and such other warranties as are implied by law, custom, and usage of trade.

#### **ARTICLE 13. NOT USED**

#### **ARTICLE 14. CHANGES**

Company may at any time in writing direct changes and/or additions within the general scope of this Contract, direct the omission of or variation in Work, or alter the schedule. If any such direction results in a material change in the amount or character of the Work, an equitable adjustment in the Contract price and other such provisions of this Contract as may be affected shall be made and this Contract shall be modified in writing accordingly. Any claim by Contractor for an adjustment under this Article shall be processed in accordance with the provisions of ARTICLE 38, CLAIM NOTICE AND RESOLUTION PROCEDURE.

No change shall be binding upon Company until a change order is executed by an authorized representative of Company which EXPRESSLY STATES THAT IT CONSTITUTES A CHANGE ORDER TO THIS CONTRACT. THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS, OR INSTRUCTIONS BY ANYONE OTHER THAN THE AUTHORIZED COMPANY REPRESENTATIVE SHALL NOT CONSTITUTE AN AUTHORIZED CHANGE ORDER PURSUANT TO THIS ARTICLE.

#### **ARTICLE 15. INSURANCE AND WORKERS COMPENSATION**

Without limiting any liabilities or any other obligations of Contractor, Contractor shall, prior to commencing Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-VII or better the following insurance coverage:

Workers' Compensation. Contractor shall comply with all applicable Workers' Compensation Laws and shall furnish proof thereof satisfactory to Company prior to commencing Work.

All workers' compensation policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against the Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all of the above-referenced entities.

Employers' Liability. Contractor shall maintain employers' liability insurance with a minimum limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

Commercial General Liability. Contractor shall maintain commercial general liability insurance on the most recently approved ISO policy, or its equivalent, written on an occurrence basis, with limits not less than of \$1,000,000 per occurrence/ \$2,000,000 general aggregate (on a per location and/or per job basis) bodily injury and property damage, including the following coverage:

- a. Premises and operations coverage
- b. Independent contractor's coverage
- c. Contractual liability
- d. Products and completed operations coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad form property damage liability
- g. Personal injury liability, with the contractual exclusion removed
- h. Pollution liability as provided by ISO CG0001 or its equivalent

Business Automobile Liability. Contractor shall maintain business automobile liability insurance on the most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 each accident for bodily injury and property damage, with respect to Contractor's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Work.

Umbrella or Excess Liability. Contractor shall maintain umbrella or excess liability insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the insurance coverage and limits required in employers' liability insurance, commercial general liability insurance and business automobile liability insurance above. Contractor shall provide Notice to Company, if at any time its full umbrella limit is not available during the term of this Contract, and will purchase additional limits, if requested by Company.

Except for workers' compensation and employers liability insurance, the policies required herein shall include provisions or endorsements naming Company, its officers, directors, , and employees as additional insureds.

To the extent of Contractor's negligent acts or omissions, all policies required by this Contract shall include: (i) provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder, (ii) provisions that the policy contain a cross liability or severability of interest clause or endorsement; and (iii) provisions that such policies not be canceled or their limits of liability reduced without: (a) ten (10) calendar days prior written Notice to Company if canceled for nonpayment of premium; or (b) thirty (30) calendar days prior written Notice to Company if canceled for any other reason. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against the Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all of the above-referenced entities. No required insurance policies shall contain any provisions prohibiting waivers of subrogation

A certificate in a form satisfactory to Company certifying to the issuance of such insurance shall be furnished to Company prior to commencement of Work by Contractor. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. Contractor shall provide notice if insurance cancelled, not renewed or the limits are reduced below the required limits.

Commercial general liability insurance coverage provided on a "claims-made" basis shall be maintained by Contractor for a minimum period of five (5) years after the completion of this Contract and for such other length of time necessary to cover liabilities arising out of the Work.



**ARTICLE 16. INDEMNIFICATION**

Contractor specifically and expressly agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from or arising out of acts, errors or omissions of Contractor, its employees, agents, representatives or Subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of Contractor's obligations under this Contract or in any way related to this Contract. The indemnity obligations under this Article shall include without limitation:

- a. Loss of or damage to any property of Company, Contractor or any third party;
- b. Bodily injury to, or death of any person(s), including without limitation employees of Company, or of Contractor or its Subcontractors of any tier; and
- c. Claims arising out of workers' compensation, unemployment compensation, or similar such laws or obligations applicable to employees of Contractor or its Subcontractors of any tier.

Contractor's indemnity obligations owing to Indemnitees under this Article are not limited by any applicable insurance coverage identified in ARTICLE 15, INSURANCE AND WORKERS COMPENSATION. Contractor's indemnity obligation under this Article shall not extend to any liability to the extent caused by the negligence of any of the Indemnitees.

The invalidity, in whole or in part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraphs in this Article.

**ARTICLE 17. CONSEQUENTIAL DAMAGES**

In no event shall either Party be liable to the other Party for consequential, special, or indirect damages, including lost profits or lost goodwill, arising or related to this Contract, whether such damages are arising from contract or negligence.

**ARTICLE 18. CONTRACTOR'S PERSONNEL/DRUGS, ALCOHOL AND FIREARMS**

Contractor shall employ in the performance of the Work only persons qualified for the same. Contractor shall at all times enforce strict discipline and good order among its employees and the employees of any Subcontractor of any tier. Contractor shall not permit or allow the introduction or use of any firearms, illegal drugs or intoxicating liquor upon the Work under this Contract, or upon any of the grounds occupied, controlled, or used by Contractor in the performance of the Work. Contractor shall immediately remove from the Work, whenever requested by Company, any person considered by Company to be incompetent, insubordinate, careless, disorderly, in violation of the above restriction on firearms, illegal drugs or intoxicating liquor, or under the influence of illegal drugs or intoxicating liquor, and such person shall not again be employed in the performance of the Work herein without the consent of Company.

**ARTICLE 19. ACCESS TO COMPANY'S FACILITIES****19.1 Unescorted Physical Access to Company's Facilities**

In the event that the Work under this Contract requires unescorted physical access to Company's Facilities, Contractor and Personnel shall be required to comply with the Company's security access requirements including:

- a. Ensure that Personnel have passed the background checks outlined in subsection 19.3 of this Article consistent with the criteria and requirements as set forth on Exhibit F, Company's Criteria prior to requesting unescorted physical access to Company's Facilities;
- b. Ensure that Personnel complete Company provided or approved CIPS compliance training prior to requesting unescorted physical access to Company's Facilities;
- c. Ensure that Personnel have passed Contractor's drug and alcohol exam and are in compliance with Contractor's substance abuse/drug and alcohol policy as outlined in ARTICLE 20, SUBSTANCE ABUSE/ DRUG AND ALCOHOL POLICY.

- d. Keep accurate and detailed documentation to confirm completion dates for background checks, CIPS compliance training, and drug tests and certify to Company such documentation by completing a Contractor / Vendor Information Form for each Personnel, in the form attached as Exhibit D.

#### 19.2 Authorized Cyber or Unescorted Physical Access to Company's CIPS Covered Assets

Company shall specify in the Scope of Work whether or not the Work under this Contract requires any authorized cyber or authorized unescorted physical access to Company's CIPS Covered Assets. If the Work under this Contract requires such access, for all Sensitive Personnel, Contractor shall:

- a. Ensure that Sensitive Personnel (and any Personnel with access to CII) are informed of and comply with Company's CII requirements;
- b. Ensure that Sensitive Personnel have passed the background checks outlined in subsection 19.3 of this Article consistent with the criteria and requirements as set forth on Exhibit F, Company's Criteria, prior to requesting cyber or unescorted physical access to CIPS Covered Assets;
- c. Ensure that Sensitive Personnel complete Company provided or approved CIPS compliance training prior to requesting cyber or unescorted physical access to CIPS Covered Assets;
- d. Report Sensitive Personnel terminations for cause immediately to Company but not longer than twelve (12) hours from time of termination and report all other Sensitive Personnel terminations or changes in employment status for those who no longer require access within twelve (12) hours from time of occurrence;
- e. Ensure that Sensitive Personnel have passed Contractor's drug and alcohol exam and are in compliance with Contractor's substance abuse/drug and alcohol policy as outlined in ARTICLE 20, SUBSTANCE ABUSE/ DRUG AND ALCOHOL POLICY.
- f. Keep accurate and detailed documentation to confirm completion dates for background checks, CIPS compliance training and drug tests and certify to Company such documentation by completing a Contractor/Vendor Information Form for each Sensitive Personnel in the form attached as Exhibit D.

Contractor shall not allow any Sensitive Personnel who have not met the foregoing requirements of this subsection to perform Work, unless Contractor has received prior written consent from Company.

#### 19.3 Personnel Screening

For Personnel required to obtain authorization for unescorted physical access to Company's Facilities or cyber or unescorted physical access to Company's CIPS Covered Assets, the following requirements must be met by Contractor:

- a. Contractor shall conduct, at Contractor's cost and expense, the requisite background checks for the current and past countries of residence of all Personnel consistent with the Company's criteria set forth on Exhibit F, Company's Criteria. All background checks will be conducted in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any.
- b. The background checks shall be updated no less frequently than every seven (7) years or upon request by Company, and shall, at a minimum, consist of a social security number verification and seven-year criminal background check, including all convictions for a crime punishable by imprisonment for a term exceeding one (1) year.
- c. Contractor shall ensure that each of the Personnel undergoing a background check sign an appropriate authorization form prior to background checks being conducted, acknowledging that the background check is being conducted, and authorizing the information obtained to be provided to Company.
- d. Company may also request that Contractor provide an ongoing and updated list of persons that have been denied access to the Work or Company's Facilities. Employment history, education verification, and professional certifications for Personnel may also be required by Company.
- e. For purposes of this Contract, a background check is valid for seven (7) years prior to the assignment date; provided, however, that in the event any Personnel for whom a background check is required has had a break in service with Contractor for greater than two (2) years, a new background check will be required. Regardless of when performed,

all background checks shall be documented pursuant to the requirements set forth in this subsection.

19.4 Contractor Designee

Contractor shall designate one person to be responsible for compliance with the requirements of this Article, and all reporting and inquiries shall be made via e-mail to CIPS-Contracting@PacifiCorp.com. Any event giving rise to a reporting obligation under this Article shall be reported to Company within twelve (12) hours of its occurrence.

**ARTICLE 20. SUBSTANCE ABUSE/DRUG AND ALCOHOL POLICY**

- a. Contractor shall have in place and ensure all Personnel comply with a substance abuse/drug and alcohol policy that meets or exceeds the requirements of all applicable federal, state and/or local statutes and regulations. Contractor shall subject each of the Personnel to a drug test at Contractor's sole cost and expense. Such drug test shall, at a minimum, be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG – THC cut-off."
- b. For any Personnel who have had a recent drug test, such recent drug test shall be documented pursuant to the previous paragraph. Contractor warrants that Contractor and the Personnel are in compliance with Contractor's substance abuse/drug and alcohol policy.
- c. During the course of Work performed under this Contract, Contractor shall keep accurate and detailed documentation of its drug policy and Personnel drug tests, which it shall submit to Company upon request.
- d. Contractor shall designate one person to be responsible for compliance with the requirements of this Article and all reporting and inquiries shall be made to a duly authorized representative of Company in a timely manner.

**ARTICLE 21. DEPARTMENT OF TRANSPORTATION**

Contractor shall ensure Department of Transportation compliance, including but not limited to valid driver's license, equipment inspections, hours of service and all appropriate documentation for any Personnel who may drive while on assignment to Company.

**ARTICLE 22. BUSINESS ETHICS**

Contractor, its employees, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the conduct of Work for the Company.

**ARTICLE 23. LABOR**

Contractor shall be aware of, and familiar with, all collective bargaining agreements, which do or may pertain to or affect the Work under this Contract or other work at the Work Site. Contractor shall plan and conduct its operations so that its employees and Subcontractors of any tier will work harmoniously with Company employees and other workers employed on the same or related projects to assure that there will be no delays, work stoppages, excessive labor costs, or other labor difficulties. Contractor confirms that its employees and the employees of Subcontractors employed in the performance of the Work may legally work in the United States.

**ARTICLE 24. INSPECTION AND TESTING**

All Work will be subject to inspection and testing at any reasonable time or times by Company, which shall have the right to reject unsatisfactory Work. Neither inspection and testing of Work nor the lack of same nor acceptance of the Work by Company nor payment therefore shall relieve Contractor from any of its obligations under this Contract.

Any inspection and testing performed by Company shall not relieve Contractor of the responsibility for providing quality control measures to assure that the Work strictly complies with the Contract requirements. Contractor shall cooperate with any inspection and testing performed by Company.

**ARTICLE 25. DRAWING REVIEW**

Review by Company of any drawing(s) submitted by Contractor is only to determine the general conformance with the design concepts and shall not relieve Contractor of its responsibility to comply with all requirements of the Contract and for the accuracy of the drawings or the materials fabricated from such drawings.

**ARTICLE 26. SITE REGULATIONS**

Contractor while performing Work at the Work Site shall make itself aware of and adhere to the Company Work Site regulations, if any, including without limitation environmental protection, loss control, dust control, safety, and security including, but not limited to, the provisions outlined in Exhibit E, Special Conditions at all PacifiCorp Plants.

**ARTICLE 27. SAFETY AND HEALTH/ACCIDENT AND DAMAGE PREVENTION**

Contractor shall be solely responsible for being aware of and initiating, maintaining and supervising compliance with all safety laws, regulations, precautions, and programs in connection with the performance of the Contract. Prior to the start of any Work required by this Contract, Contractor shall assure that each of its own employees, together with all employees of its Subcontractors of any tier, are fully informed concerning all safety, health, and security regulations pertaining to their Work.

Contractor shall conduct all operations under this Contract in such a manner as to avoid the risk of bodily harm to persons including the public or risk of damage to any property.

In the event Contractor fails to promptly correct any violation of safety or health regulations, Company may suspend all or any part of the Work. Contractor shall not be entitled to any extension of time or reimbursement for costs caused by any such suspension order. Failure of Company to order discontinuance of any or all of Contractor's operations shall not relieve Contractor of its responsibility for the safety of personnel and property.

Contractor shall maintain an accurate record of and shall promptly report to Company all cases of property damage in excess of \$100, and of death, occupational diseases, or injury to employees or any other third parties and incident to performance of Work under this Contract. Contractor shall provide Company with Notice and a copy of any safety citation issued by any governmental entity.

**ARTICLE 28. PROTECTION OF EXISTING FACILITIES**

Contractor shall protect existing equipment and facilities, and avoid interference with Company's operations.

Contractor shall not remove or alter any part of the existing structures, equipment or facilities without the prior knowledge and consent of Company.

**ARTICLE 29. PRESERVATION OF PUBLIC/PRIVATE ACCESS**

Contractor shall not damage, close, or obstruct any highway, road, or other public or private easement, except to the extent allowed by permits. If such facilities are closed, obstructed, damaged, or made unsafe by Contractor, Contractor shall, at its sole expense, make such repair as necessary and shall also provide such temporary guards, lights, and other signals as necessary or required for safety or as reasonably requested by Company.

**ARTICLE 30. PROGRESS MEETINGS**

Company will conduct weekly, or at other regular intervals as agreed by both Parties, meetings with Contractor to inspect facilities and discuss any unusual conditions or critical items which have affected or could affect the Work.

**ARTICLE 31. SUPERINTENDENCE BY CONTRACTOR**

Contractor shall have competent supervisory personnel satisfactory to Company and with authority to act for Contractor present at the Work Site at all times the Work is in progress.

**ARTICLE 32. USE OF PREMISES AND TRESPASS**

Contractor shall confine the storage of materials and construction equipment to locations acceptable to Company and in accordance with all applicable ordinances, regulations, or laws. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and service to properly protect any person having access to or near the Work Site.

Contractor shall be solely responsible for any act of trespass or any damage to adjacent property resulting from or in connection with its operations under this Contract.

**ARTICLE 33. UNDERGROUND OBSTACLES**

Contractor shall be responsible for ascertaining the location of and avoiding damage to all underground installations including without limitation cable, gas, water pipes, telephone lines, and other underground installations, whether the location of the excavation, digging, or trenching required for performance of the Work is fixed by Company or by Contractor.

**ARTICLE 34. COOPERATION WITH OTHERS**

Contractor shall fully cooperate and coordinate with Company employees and other contractors who may be awarded other work. Contractor shall not commit or permit any act which will interfere with the performance of work by Company employees or other contractors.

**ARTICLE 35. CLEANUP**

Contractor shall keep the Work Site, including storage areas used by it, free from accumulation of waste materials or rubbish arising out of the Work, and prior to completion of the Work, shall remove and properly dispose of any such rubbish from and about the Work Site, as well as remove all tools and equipment not property of Company. Upon completion of the Work, Contractor shall leave the Work Site in a condition satisfactory to Company. In the event of Contractor's failure within a reasonable time to comply with any of the foregoing, Company may, after written Notice to Contractor of such failure, perform the cleanup and removal at the expense of Contractor.

**ARTICLE 36. LIENS**

Contractor shall: (i) indemnify, defend, and hold harmless Company from all laborers', materialmen's and mechanics' liens, or claims made or filed upon the Work, or the property on which the Work is located on account of any labor performed or labor, Services and Equipment furnished by Subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor, its Subcontractors of any tier.

If any lien arising out of this Contract is filed before or after Work is completed, Contractor, within ten (10) calendar days after receiving from Company written Notice of such lien, shall obtain release of or otherwise satisfy such lien. If Contractor fails to do so, Company may take such steps and make such expenditures as in its discretion it deems advisable to obtain release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse Company for all costs incurred and expenditures made by Company in obtaining such release or satisfaction.

Contractor's obligation to indemnify, defend and hold harmless Company from liens shall not in any way be rendered unenforceable, or altered, amended, eliminated or otherwise conditioned by any laws and regulations related to processing such liens. Company shall have no obligation to deliver a copy of any notice of claim or right to a lien to Contractor or any other person or entity.

**ARTICLE 37. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS**

Contractor shall advise Company in writing of all conflicts, errors, omissions, or discrepancies among the various documents comprising this Contract immediately upon discovery and prior to Contractor's performing the affected Work. Company shall resolve such conflicts and such resolution shall be final. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be considered as if shown or mentioned in both.

**ARTICLE 38. CLAIM NOTICE AND RESOLUTION PROCEDURE**

In the event Contractor has a claim or request for a time extension, additional compensation, any other adjustment of the Contract terms, or any dispute arising out of the Work (hereinafter "Claim"), Contractor shall provide Company with Notice of such Claim within five (5) business days following the occurrence of the event giving rise to the Claim. Contractor's failure to give Notice as required will constitute a waiver of all of Contractor's rights with respect to the Claim.

As soon as practicable after Claim notification, Contractor shall submit the Claim to Company with all supporting information and documentation. Contractor shall also respond promptly to all Company inquiries about the Claim and its basis.

Any Claim, which is not disposed of by mutual agreement between the Parties, shall be decided by Company which shall provide a written Notice to Contractor. Such decision shall be final unless Contractor, within thirty (30) calendar days after such receipt of Company's decision, provides to Company a written protest, stating clearly and in detail the basis thereof. Contractor's failure to protest Company's decision within that time period shall constitute a waiver by Contractor of its right to dispute the decision. Even if a Claim arises, Contractor shall continue its performance of this Contract.

#### **ARTICLE 39. SUSPENSION OF WORK**

Company may, by written Notice, direct Contractor to suspend performance of any or all of the Work for a specified period of time. Upon receipt of such Notice to suspend, Contractor shall: (i) discontinue Work; (ii) place no further orders or subcontracts; (iii) suspend all orders and subcontracts; (iv) protect and maintain the Work; and (v) otherwise mitigate Company's costs and liabilities for those areas of Work suspended. Company shall pay Contractor an equitable amount for incremental costs incurred by Contractor as a result of suspension; provided, however, that if the suspension is due to Contractor's failure to comply with the Contract, no such payment shall be made.

#### **ARTICLE 40. TERMINATION FOR CONVENIENCE**

Company may terminate this Contract at any time without cause prior to its completion by sending to Contractor written Notice of such termination. Upon such termination, Company shall pay to Contractor an equitable amount for all Work satisfactorily performed by Contractor as of the date of termination. Company shall not be liable for anticipated profits based upon Work not yet performed.

#### **ARTICLE 41. TERMINATION FOR CAUSE**

1. For purposes of this Contract, a material default by Contractor shall be the occurrence of any of the following:
  - a. A breach by Contractor of any of its material obligations under this Contract, if such breach continues uncured for a period of ten (10) calendar days after receipt of written Notice from Company, unless such breach cannot by its nature be remedied within such period in which event Contractor shall provide evidence reasonably satisfactory to Company within ten (10) calendar days after receipt of such Notice that the cure of such breach has commenced and Contractor thereafter makes reasonable and continuous progress to that end. For purposes of this Contract, a material default by Contractor shall be deemed to include, without limitation, Contractor's refusal or neglect to supply sufficient and properly skilled workmen, materials of the proper quality or quantity, or equipment necessary to perform the Work described in this Contract properly, or Contractor's failure in any respect to prosecute the Work described in this Contract or any part thereof with promptness, diligence and in accordance with all of the material provisions hereof;
  - b. A determination that any representation, statement or warranty made by Contractor in this Contract or any other statement, report or document which Contractor is required to furnish to Company, was false or misleading in any material respect;
  - c. The occurrence of any of the following: (i) the filing by or against Contractor of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; (ii) the making by Contractor of any assignment for the benefit of creditors; (iii) the filing by or against Contractor for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; (iv) the appointment of or the application for the appointment of a receiver, trustee or custodian for any material part of Contractor's assets unless such appointment is revoked or dismissed within thirty (30) calendar days from the date thereof; (v) the attempt by Contractor to make any adjustment, settlement or extension of its debts with its creditors generally; (vi) the insolvency of Contractor; or (vii) the filling or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of Contractor's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof.
  - d. A Material Adverse Change has occurred with respect to Contractor and Contractor fails to provide such performance assurances as are reasonable requested by Company, including without limitation the posting of Default Security pursuant to ARTICLE 8, SECURITY.
2. Upon the occurrence of any such material default, following the applicable process described in this Article, Company shall be entitled upon written Notice to Contractor, and without Notice to Contractor's sureties and without limiting any of

Company's other rights or remedies, to terminate this Contract or to terminate Contractor's right to proceed with that portion of the Work affected by any such material default and collect the Net Replacement Costs incurred to complete the Work.

3. Upon the occurrence of any such material default, following the applicable process described in this Article, Company shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any Default Security provided for in this Contract.
4. Upon receipt of any such written Notice of termination of the entire Contract or of any right to proceed with any portion of the Work following the applicable process described in this Article, Contractor shall, at its expense, for that portion of the Work affected by any such termination:
  - a. Assist Company in making an inventory of all Equipment in storage at Contractor's facility, en route to Contractor's facility, in storage or manufacture elsewhere, en route to Company and on order from the suppliers;
  - b. Assess the status of any Deliverables still due and preserve any Work performed; and
  - c. To the extent that they are assignable, assign to Company any and all subcontracts and equipment rental agreements as designated in writing by Company.
5. In the event of such termination, Company may, for the purpose of completing the Work or enforcing these provisions, take possession of all Equipment, tools, appliances, documentation, software source media, flow charts, documents and other Deliverables at the Company's Work Site belonging to or under the control of Contractor, and may use them or may finish the Work by whatever method it may deem expedient including: (i) Company may hire a replacement contractor or contractors to complete the remaining Work that Contractor was otherwise obligated to complete under the Contract using such form of agreement as Company may deem advisable; or (ii) Company may itself provide any labor or materials to complete the Work. Contractor shall cooperate with and assist Company in attempting to acquire from Contractor's suppliers and Subcontractors the right to take possession of and use any and all proprietary materials in the event of such termination. All proprietary materials of Contractor or Subcontractors shall remain subject to the provisions herein, and Company shall not have any broader rights to use or disclose such proprietary materials as a result of such termination. Any software embodying any of Contractor's proprietary materials shall also be subject to the provisions herein. In the event of such a termination, Contractor shall not be entitled to receive any further payment until the Work is completed, and such amounts may be offset against Company's Net Replacement Costs.
6. All rights and remedies provided in this Article are cumulative, and are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such material default, following the applicable process described in this Article, Company shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that Company may have against Contractor under this Contract or at law or in equity (provided, however that Company shall not be entitled to collect any damages at law attributable to late delivery, performance or any other item for which this Contract specifically provides liquidated damages as an exclusive remedy).

#### **ARTICLE 42. DELAYS**

**Force Majeure.** Neither Party shall be liable for delays caused by a Force Majeure Event; provided, however, that both Parties agree to seek to mitigate the potential impact of any such delay. Any delay attributable to a Force Majeure Event shall not be the basis for a request for additional compensation. In the event of any such delay, the required completion date may be extended for a reasonable period not exceeding the time actually lost by reason of the Force Majeure Event. The imposition of any liquidated damages, if applicable, for performance or completion of the Work shall be extended by an amount of time equivalent to the length of time of the Force Majeure Event.

**Company-Caused Delay.** If the Contractor is actually delayed in its performance of the Work by the actions or omissions of the Company (excluding Company's good faith exercise of rights and remedies provided under the Contract), or by changes ordered with respect to the Work, and if the Contractor is able to prove that it has used all reasonable means to avoid or minimize the effects of the delay, then the Contractor's guaranteed completion dates shall be equitably adjusted to reflect the impacts of such Company-caused delays. Company may, at its discretion, in lieu of granting an extension of time, require Contractor to regain the schedule whereby Company shall compensate Contractor for all additional costs reasonably incurred thereby. No adjustment under this Article shall be made for any delay to the extent that it is caused or contributed to by Contractor or performance would have otherwise been delayed by any other cause, including the fault or negligence of Contractor.

**Request For Time Extension.** Any request for time extension or additional compensation shall be made in accordance with ARTICLE 38, CLAIM NOTICE AND RESOLUTION PROCEDURE.

If, at any time, Company determines the progress of the Work is unsatisfactory, Contractor may be directed to work overtime, increase its workforce, work additional shifts, add supervision or take other corrective actions to ensure the timely and orderly prosecution of the Work, at no additional cost to Company.

**ARTICLE 43. SITE INVESTIGATION**

Contractor represents it has satisfied itself as to the nature and location of the Work, the general, local, physical and other conditions of the Work, particularly those bearing upon transportation, access, disposal, handling and storage of materials, availability and quality of labor, water, electric power, roads, uncertainties of weather, including flash floods or similar physical conditions at the Work Site, the character of conditions on the ground, the character, quality and quantity of surface and subsurface material to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the Work, and all other matters which could in any way affect the Work or the cost thereof under this Contract. The failure of Contractor to adequately investigate and acquaint itself with the available information concerning these conditions and all other matters which could in any way affect the Work or the cost thereof under this Contract shall not relieve Contractor from its responsibility for properly estimating the difficulties and costs of successfully performing the Work and completing this Contract, and shall not be grounds for adjusting either the price or the schedule. Company assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the negotiations and execution of this Contract.

**ARTICLE 44. CHANGED CONDITIONS**

Contractor shall immediately and before such physical conditions are disturbed, provide Notice to Company of: (i) subsurface or latent physical conditions at the Work Site differing materially from those indicated in this Contract and which could not have been discovered pursuant to the site investigations for which Contractor is responsible under ARTICLE 26, SITE INVESTIGATION; or (ii) unknown physical conditions at the Work Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract and which could not have been discovered pursuant to the site investigations for which Contractor is responsible under ARTICLE 26, SITE INVESTIGATION. Company will promptly investigate the conditions, and if it finds that such conditions do materially differ and cause an increase or decrease in the cost of, or the time required for performance of this Contract, an equitable adjustment shall be made and this Contract modified in writing accordingly. Any claim by Contractor for adjustment hereunder shall be made pursuant to ARTICLE 38, CLAIM NOTICE AND RESOLUTION PROCEDURE.

**ARTICLE 45. COMPLIANCE WITH LAWS**

Contractor shall at all times comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including without limitation those governing wages, hours, desegregation, employment discrimination, employment of minors, health and safety. Contractor shall comply with equal opportunity laws and regulations to the extent that they are applicable. Contractor confirms that its employees and the employees of Subcontractors employed in the performance of the Work may legally work in the United States.

Contractor shall indemnify, defend and hold harmless Company, its directors, officers, employees and agents from all losses, costs and damages by reason of any violation thereof and from any liability, including without limitation fines, penalties and other costs arising out of Contractor's failure to so comply.

**ARTICLE 46. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and all persons employed by Contractor in connection herewith shall be employees of Contractor and not employees of Company in any respect. Contractor is not an agent of Company and shall maintain complete control over its employees.

**ARTICLE 47. RELEASE OF INFORMATION – ADVERTISING AND PROMOTION**

Contractor shall not publish, release, disclose or announce to any member of the public, press, official body or any other third party any information concerning this Contract and/or the Work, or any part thereof, without the express prior



written consent of Company, except as required by law. Neither the names of Company, nor the Work Site shall be used in any advertising or other promotional context by Contractor without the express prior written consent of Company.

#### **ARTICLE 48. CONFIDENTIAL INFORMATION/NONDISCLOSURE**

**Definition of Confidential Information.** As used in this Contract, the term “Confidential Information” means: (i) proprietary information of Company; (ii) information marked or designated by Company as confidential; (iii) Critical Infrastructure Information of Company; (iv) information, whether or not in written form and whether or not designated as confidential, which is known to Contractor as being treated by Company as confidential; (v) information provided to Company by third parties which Company is obligated to keep confidential (including but not limited to Contractor’s credit or financial information and information relating to an identified or identifiable natural person, whether or not such information is publicly available); and (vi) information developed by Contractor in connection with the performance of this Contract.

**Nondisclosure.** Contractor agrees that it will not disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of Company.

**Nonuse.** Contractor further agrees that it will not use Confidential Information except as may be necessary to perform the Work called for by this Contract.

**Protection.** Confidential Information will be made available by Contractor to its employees only on a “need to know” basis and only after notifying such employees of the confidential nature of the information and after having obligated them to the nonuse and nondisclosure obligations of this Contract. Contractor agrees to take all reasonable precautions to protect the confidentiality of Confidential Information and, upon request by Company, to return to Company any documents which contain or reflect such Confidential Information.

**Critical Infrastructure Information.** Confidential Information of Company labeled as CII shall be protected consistent with the following requirements: (a) CII shall be protected at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it; (b) each person who works with protected CII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it; (c) reasonable steps shall be taken to minimize the risks of access to CII by unauthorized personnel (when not in use, CII shall be secured in a secure container, such as a locked desk, file cabinet or facility where security is provided); (d) documents or material containing CII may be reproduced to the minimum extent necessary, consistent with the need to carry out the Work, provided that the reproduced material is marked and protected in the same manner as the original material; (e) material containing CII should be disposed of through secured shredding receptacles or other secured document destruction methods; (f) CII shall be transmitted only by the following means: (i) hand delivery; (ii) United States first class, express, certified or registered mail, bonded courier, or through secure electronic means; (iii) e-mail with encrypted file (such as, WinZip with password) (the password should not be included in e-mail, but should be delivered by phone or in an unrelated e-mail not mentioning the document name; password-protected Microsoft Office documents do not meet the encryption requirements); and (g) documents or material containing CII shall be returned to Company or certified destroyed upon completion of the Work.

Unless waived by Company, Contractor shall require its employees and Subcontractors of any tier to adhere to these confidential information and nondisclosure terms.

#### **ARTICLE 49. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

All materials prepared or developed hereunder by Contractor or its employees, or Subcontractors or their employees or agents, including documents, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of Company when prepared, whether delivered to Company or not, and shall, together with any materials furnished Contractor and its employees by Company hereunder, be delivered to Company upon request, and, in any event, upon termination or final acceptance of the Work. Contractor agrees that all Work prepared by it, or its employees, agents or Subcontractors of any tier, or their employees, under this Contract which is subject to protection under copyright laws constitutes “work made for hire,” all copyrights to which belong to Company. In any event, Contractor assigns to Company all intellectual property rights in such Work whether by way of copyright, trade secret or otherwise, and whether or not subject to protection by copyright laws. Contractor shall retain all rights to its preexisting standard details, specifications, computer software or other intellectual property. Such materials, and any materials such as drawings, reports, notes or specifications necessary to the Company’s use, maintenance or repair of the Work, are hereby licensed to Company, through a fully paid perpetual license, for Company’s own use for the Work that is the subject of this Contract to the fullest extent necessary to accomplish the purposes of this Contract any future use, maintenance or repair of the Work.

**ARTICLE 50. PATENT AND COPYRIGHT INDEMNITY**

Contractor shall indemnify, defend, and hold harmless Company, its directors, officers, employees, and agents against and from all claims, losses, costs, suits, judgments, damages, and expenses, including attorneys' fees, of any kind or nature whatsoever on account of infringement of any patent, copyrighted or uncopyrighted work, including claims thereof pertaining to or arising from Contractor's performance under this Contract. If notified promptly in writing and given authority, information and assistance, and contingent upon Company not taking any position adverse to Contractor in connection with such claim, Contractor shall defend, or may settle at its expense, any suit or proceeding against Company so far as based on a claimed infringement which would result in a breach of this warranty and Contractor shall pay all damages and costs awarded therein against Company due to such breach.

In case any Equipment, product, Service or combination thereof is in such suit held to constitute such an infringement and the use of said Equipment, product or Service is enjoined, Contractor shall, at its expense and through mutual agreement between the Company and the Contractor, either procure for Company the right to continue using said Equipment, product or Service, or replace same with a non-infringing Equipment, product or Service, or modify same so it becomes non-infringing, or remove the product or halt the Service and refund the purchase price and any transportation costs separately paid by Company. If removal renders the Work or any part thereof unusable for the purposes hereunder, Contractor shall refund all monies paid for the Work. The foregoing states the entire liability of Contractor for patent infringement relating to Equipment, products, Services or any combination thereof.

**ARTICLE 51. ASSIGNMENT**

Contractor shall not assign this Contract or any part hereof, or any rights or responsibilities hereunder without the prior written consent of Company, and any attempted assignment in violation hereof shall be void.

**ARTICLE 52. SUBCONTRACTS**

Contractor shall not subcontract any or all of the Work without prior written consent of Company which shall not be unreasonably withheld. Contractor shall be fully responsible for the acts or omissions of any Subcontractors of any tier and of all persons employed by them, shall maintain complete control over all such Subcontractors, and neither the consent by Company, nor anything contained herein, shall be deemed to create any contractual relation between the Subcontractor of any tier and Company.

**ARTICLE 53. NONWAIVER**

The failure of Company to insist upon or enforce strict performance by Contractor of any of the terms of this Contract, or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of Company's right to enforce such terms or rights on any future occasion.

**ARTICLE 54. SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

**ARTICLE 55. APPLICABLE LAW AND VENUE**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the state in which the project Work Site is located. Any litigation between the Parties arising out of or relating to this Contract will be conducted exclusively in appropriate federal or state courts of such state, and Contractor consents to jurisdiction by such courts. The Parties each hereby waive its respective rights to a jury trial with respect to any matter of dispute arising out of or related to this Contract.

**ARTICLE 56. ENTIRE CONTRACT/DOCUMENTS INCORPORATED BY REFERENCE**

This Contract and any referenced exhibits and attachments constitute the complete agreement between the Parties. All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into and superseded by this Contract, which fully and completely expresses the agreement of the Parties with respect to the subject matter hereof. Any Scope of Work, Specifications, drawings, schedules or other documents listed in this Contract are incorporated by reference into this Contract. In the event of a conflict between (i)

any Scope of Work, Specifications, drawings, schedules or other attachment or exhibit to this Contract and (ii) the above terms and conditions of this Contract, the above terms and conditions of this Contract shall take precedence and control.

Company assumes no responsibility for any understanding or representation made by any of its employees, officers or agents during or prior to the negotiations and execution of this Contract, unless such understanding or representation is expressly stated in the Contract

**ARTICLE 57. EXECUTION AND EFFECTIVE DATE**

This Contract has been executed by duly authorized representatives of the Parties and shall be effective as of date of execution by the Company.

**CONTRACTOR:**

Shaw Environmental Inc.

By: Charles R. Jones  
(Signature)

Name: Charles R. Jones  
(Type or Print)

Title: Business Line Manager

01/03/2011  
(Date Executed)

**COMPANY:**

PacifiCorp

By: William K. Lawson  
(Signature)

Name: WILLIAM K. LAWSON  
(Type or Print)

Title: DIRECTOR, ENVIRONMENTAL SERVICES

01/04/2011  
(Date Executed)

**EXHIBIT A  
SCOPE OF WORK  
FOR  
ENVIRONMENTAL MONITORING EQUIPMENT MAINTENANCE SERVICES**

**General Requirements**

PacifiCorp strives to maintain the environmental monitoring systems availability at 99.5 percent. To accomplish this, the *Contractor* will provide 24/7/365 day phone support and a full time service technician dedicated to the *Company* based out of Salt Lake City, Utah (or specify other location). The *Contractor* may also, on occasion, be used to secure parts necessary to repair the monitoring systems.

**Telephone Support**

The *Contractor* will provide phone support twenty four (24) hours per day, seven (7) days per week including weekends and holidays. The *Contractor* shall respond within one (1) hour of call. The *Contractor's* technical support section must have expertise in the following areas:

- Mercury CEMS
- CEMS
- Volumetric flow monitors
- Opacity monitors
- Sample probes
- Dilution air cleanup systems

The *Contractor* shall provide a detailed invoice (hard copy) to the PacifiCorp Environmental Services by the fifth day of the month for phone support used in the prior month. The invoice should include the time of the call and plant for each support calls. To expedite the billing process, the *Contractor* shall e-mail the invoice to the PacifiCorp Environmental Services.

**Full Time Service Support**

The *Contractor* shall provide a dedicated technically qualified service technician to provide full time emergency support and perform annual preventative maintenance activities. The service technician will provide, when necessary, emergency onsite support seven (7) days per week including weekends and holidays. The service technician may also provide onsite technical training, quality assurance/quality control plan assistance and assistance with parts inventory. The service technician will be based in the Salt Lake City, Utah area and scheduled by the *Company*. The *Contractor* shall provide all costs other than parts (including transportation, meals, lodging, tools, etc.) necessary for the service technician.

### **Emergency Onsite Support**

The *Contractor's* service technician will provide emergency onsite support as directed by corporate environmental services. The *Contractor's* service technician must have expertise in the following areas:

- Mercury CEMS
- CEMS
- Volumetric flow monitors
- Opacity monitors
- Sample probes
- Dilution air cleanup systems

The service technician must have a solid understanding of 40 CFR Part 75, Appendix A and B and 40 CFR Part 60 Appendix F monitoring regulations.

The dedicated service technician will prepare a field service report documenting all work activities performed on the environmental monitoring equipment during emergency onsite support. The service report will be provided to the environmental engineer prior to the service technician's departure. The service report should include any replacement parts that were installed, analyzer settings and flow rates (before and after). Environmental monitoring systems that require replacement parts could trigger quality assurance activities. Therefore, it is imperative that the environmental engineer be contacted and informed of any replacement parts to be installed prior to the installation. Each plant will issue a purchase order for the parts provided under this Contract

### **Annual Onsite Preventative Maintenance Activities**

The dedicated service technician will visit each plant annually and perform preventative maintenance activities. The service technician must be experienced and knowledgeable with extractive and dilution extractive continuous emission monitoring systems (CEMs), sampling probes, mercury CEMs, volumetric flow monitors, and opacity monitors. The service technician must have a solid understanding of 40 CFR Part 75, Appendix A and B and 40 CFR Part 60 Appendix F monitoring regulations. The service technician must thoroughly understand the quality assurance activities for each environmental monitoring system used at PacifiCorp's thermal plants. Examples are shown below:

- Perform routine maintenance procedures
- Install component upgrades, if any
- Troubleshoot chronic problems
- Assist with annual or quarterly quality assurance activities
- Verify dilution ratio

The *Contractor* shall provide PacifiCorp with a checklist for each specified analyzer/monitor and ancillary equipment that will be serviced during the visit. The checklist will identify maintenance activities that will be performed by the *Contractor*.

During the annual maintenance visit the fully qualified service technician will perform preventative maintenance activities on all continuous emission monitoring systems, mercury continuous emission monitoring systems, volumetric flow monitors, opacity monitors and ancillary equipment such as the dilution air system. When possible the service technician will assist plant personnel with the quarterly linearity check and/or cylinder gas audit. If requested, the *Contractor* shall verify the dilution ratio is correct. Each plant will maintain on site an inventory of environmental monitoring equipment replacement parts. Plant I&C/C&E technicians will participate in and assist with field service activities. The plant control room Shift Supervisor must be notified prior to beginning any maintenance activities and after maintenance activities are completed. The service technician will perform diagnostic checks and make any necessary adjustments per the equipment manufacturer's recommendations to ensure the accuracy of all environmental monitoring equipment. All maintenance work must be documented with the following information:

- Monitoring equipment worked on
- Maintenance start time
- Monitoring equipment adjustments
- Replacement parts
- Any analyzer settings or flow rate adjustments
- Maintenance end time

A formal service report identifying all adjustments, repairs and replacement parts will be provided to Environmental Services, with a copy to the Plant Environmental Engineer, within 10 days after the site visit. Any recommendations for quality assurance activities will be discussed in the formal service report.

### **Quality Assurance/Quality Control Plan Assistance**

The dedicated service technician may be scheduled to assist with quality assurance/quality control activities at the plants. The activities may include:

- Daily calibrations
- Weekly Hg integrity testing
- Quarterly linearity testing
- Quarterly calibration gas audits
- Opacity filter audits
- Off stack opacity filter audits
- Dilution air system maintenance

### **Mercury Monitor Onsite Quality Assurance Quality Control Activities**

The *Contractor* shall follow the interim USEPA guideline for quarterly field reference data checks using a field reference generator.

The *Contractor* shall use a vendor prime reference generator to perform annual user generator certification on mercury calibrators. A schedule shall be developed between PacifiCorp and the *Contractor* to ensure calibrators are recertified on at least a annual basis.

### **Training**

PacifiCorp may request training on various environmental monitoring systems during the site visit. If training is requested, the *Contractor* shall include training material costs for the training and the maximum number of plant technicians allowed per class.

### **Technical Information**

The *Contractor* will provide periodically any new technical information or updates pertaining to the environmental monitoring systems.

### **Replacement Parts**

The *Contractor* shall assist with determining the plants replacement parts inventory. The *Contractor* shall provide a critical spare parts list with current pricing. Non-stocked parts used during a service visit shall be billed using *Contractor's* current price list. The *Contractor* shall include the cost of non-stocked parts needed as a separate invoice.

### **Weekly Service Report**

The *Contractor* shall provide a detailed weekly service report to Environmental Services Engineer describing work performed by the service technician for the previous week by Wednesday of each week. The report should include an accounting of time including facility, activities performed and any recommendations for improvement.

### **Scheduling**

The *Company* will coordinate the work schedule of the service technician. Emergency onsite support will take priority. The *Company* will strive to maintain a 40 hour work week. Any work over 40 hour per week must be approved by environmental services prior to commencing work. Any work performed over 40 hours per week will be paid at the over 40 hours per week rate.

**Annual Coordination Conference Call**

The *Contractor* shall participate in an annual coordination conference call each December to evaluate work done by the *Contractor* during the year and to recommend improvement ideas for the next calendar year. The call will be set up by the *Company* and will involve contractor service technician, and appropriate supervisors (as applicable), and PacifiCorp's corporate environmental services and Plant Environmental Engineers.

**Invoicing**

The *Contractor* shall provide a detailed monthly invoice (hard copy) to PacifiCorp's Environmental Services by the 15<sup>th</sup> day of the month for the preceding month. The invoice will include an accounting of all hours spend on behalf of the *Company*. To expedite the billing process, the *Contractor* shall e-mail the invoice to PacifiCorp's Environmental Services.

**Plants**

<u>Plant</u>	<u>Unit</u>
Carbon - (coal fueled) Intersection on Hwy 6 & 191 Helper UT	1, 2
Currant Creek - (gas fueled) 2096 West 30 North Mona, UT	CTG1A, CTG1B
Chehalis - (gas fueled) 1813 Bishop Road Chehalis WA 98532	1, 2
Dave Johnston - (coal fueled) 1591 Tank Farm Road Glenrock WY	1-4
Gadsby - (gas fueled) 1359 West North Temple Salt Lake City UT	1-6
Hunter - (coal fueled) 2 Miles South of Castle Dale Castle Dale UT	1-3



Huntington - (coal fueled) 1, 2  
10 Miles West of Huntington on Hwy 31  
Huntington UT

Jim Bridger - (coal fueled) 1-4  
8 Miles NE of Point of Rocks  
Point of Rocks WY

Lake Side - (gas fueled) CT01, CT02  
1825 North Pioneer Lane  
Vineyard UT

Naughton - (coal fueled) 1-3  
5 Miles South of Kemmerer Hwy 189  
Kemmerer WY

Wyodak - (coal fueled) 1  
48 Wyodak Road  
Gillette WY

**Plant Environmental Engineers**

Carbon Plant – Terry Guthrie  
P.O Box 839  
Helper UT 84526  
Email Address – [terry.guthrie@PacifiCorp.com](mailto:terry.guthrie@PacifiCorp.com)  
Phone No. 435.472.7295

Currant Creek Plant – Kerry Powell  
2096 West 300 North  
Mona UT 84645  
Email Address – [kerry.powell@PacifiCorp.com](mailto:kerry.powell@PacifiCorp.com)  
Phone No. 435.623.3816

Chehalis Plant– Mark Miller  
1813 Bishop Road  
Chehalis WA 98532  
Email Address – [Mark\\_A.Miller@PacifiCorp.com](mailto:Mark_A.Miller@PacifiCorp.com)  
Phone No. 360.748.1300 ext. 5

Dave Johnston Plant – Anne Prettyman  
1591 Tank Farm Road  
Glenrock WY 82637  
Email Address – [Anne.Prettyman@PacifiCorp.com](mailto:Anne.Prettyman@PacifiCorp.com)  
Phone No. 307.995.5055

Gadsby Plant – David Barnhisel  
1359 West North Temple Rear  
Salt Lake City, UT 84116  
Email Address – [dave.barnhisel@PacifiCorp.com](mailto:dave.barnhisel@PacifiCorp.com)  
Phone No. 801.220.7708

Hunter Plant – Travis Larsen  
P.O. Box 569  
Castle Dale UT 84513  
Email Address – [travis.larsen@PacifiCorp.com](mailto:travis.larsen@PacifiCorp.com)  
Phone No. 435.748.6540

Huntington Plant – Richard Neilson  
P.O. Box 680  
Huntington UT 84528  
Email Address - [richard.neilson@PacifiCorp.com](mailto:richard.neilson@PacifiCorp.com)  
Phone No. 435.687.4334

Jim Bridger Plant – Dale Gillespie  
P.O. Box 158  
Point of Rocks WY 82942  
Email Address – [dale.gillespie@PacifiCorp.com](mailto:dale.gillespie@PacifiCorp.com)  
Phone No. 307.352.4281

Lake Side Plant – Kerry Powell  
1825 North Pioneer Lane  
Vineyard UT 84042  
Email Address – [kerry.powell@PacifiCorp.com](mailto:kerry.powell@PacifiCorp.com)  
Phone No. 801.796.1916

Naughton Plant – To be provided later  
P.O. Box 191  
Kemmerer WY 83101  
Email Address – To be provided later  
Phone No. 307.828.4254

Wyodak Plant – Bernadette Hinshaw  
48 Wyodak Road  
Gillette WY 82716  
Email Address – [Bernadette.hinshaw@PacifiCorp.com](mailto:Bernadette.hinshaw@PacifiCorp.com)  
Phone No. 307.687.4283

PacifiCorp Environmental Services – Steven Jensen  
1407 West North Temple – Rm 310  
Salt Lake City UT 84116  
Email Address – [steven.jensen@pacificorp.com](mailto:steven.jensen@pacificorp.com)  
Phone No. 801.220.4639

**Plant Environmental Monitoring Equipment**

- Thermo Fisher Scientific Hg, SO<sub>2</sub>, NO<sub>x</sub>, CO<sub>2</sub>, CO both C and I series
- Anarad NO<sub>x</sub>, CO<sub>2</sub>, SO<sub>2</sub>
- Servomex O<sub>2</sub>
- California Analytical CO<sub>2</sub>
- Horiba NO<sub>x</sub>, O<sub>2</sub>
- M&C dilution probe and extractive probe
- Thermo Fisher Scientific Game Cube
- Teledyne 150 ultrasonic flow monitor
- Teledyne Lighthawk 560 opacity monitors
- United Sciences 500C opacity monitors
- Land 4500 opacity monitor
- Sick OMD41 opacity monitor

See Exhibit A. Attachment 1 PacifiCorp Monitors for detailed list of monitors and locations.

PacifiCorp Monitors

Plant	Unit	Fuel Type	System Type	Basis	Monitor	Manufacture	Model	First Reportin	Serial Number
Carbon	1	Coal	Dilution In-Stack	Wet	SO2	THERMO	431	3/22/2006	0601214663
Carbon	1	Coal	Dilution In-Stack	Wet	NOx	THERMO	421	3/22/2006	0600514688
Carbon	1	Coal	Dilution In-Stack	Wet	CO2	CALIFORNIA ANALYTICAL	ZRH	3/22/2006	A5J0348T
Carbon	1	Coal	Dilution In-Stack	Wet	CO	THERMO	481		
Carbon	1	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2000	3/22/2006	11995/6200165
Carbon	1	Coal			Opacity	SICK MAIHAK	OMD41	1/1/1995	03058053
Carbon	1	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500237
Carbon	1	Coal	Dilution In-Stack	Wet	Hg	THERMO	801		
Carbon	1	Coal			Hg Calibrator	THERMO	811		
Carbon	1	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Carbon	1	Coal			Hg Controller	THERMO	82X		
Carbon	2	Coal	Dilution In-Stack	Wet	SO2	THERMO	431	3/21/2006	0600514699
Carbon	2	Coal	Dilution In-Stack	Wet	NOx	THERMO	421	3/21/2006	0600514684
Carbon	2	Coal	Dilution In-Stack	Wet	CO2	CALIFORNIA ANALYTICAL	ZRH	3/21/2006	A5J0352T
Carbon	2	Coal	Dilution In-Stack	Wet	CO	THERMO	481		
Carbon	2	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2000	3/21/2006	11997/6200165
Carbon	2	Coal			Opacity	SICK MAIHAK	OMD41	1/1/1995	03038007
Carbon	2	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500238
Carbon	2	Coal	Dilution In-Stack	Wet	Hg	THERMO	801		
Carbon	2	Coal			Hg Calibrator	THERMO	811		
Carbon	2	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Carbon	2	Coal			Hg Controller	THERMO	82X		
Chehalis	1	Gas	Dry Extractive	Dry	O2	HORIBA	ENDA-E4320LS	6/13/2003	42000560022
Chehalis	1	Gas	Dry Extractive	Dry	NOx	HORIBA	ENDA-E4320LS	6/13/2003	42000560022
Chehalis	1	Gas	Dry Extractive	Dry	Probe	M&C PRODUCTS	SP2000-HI/320	6/13/2003	8946/225040
Chehalis	2	Gas	Dry Extractive	Dry	O2	HORIBA	ENDA-E4320LS	6/5/2003	42075670031
Chehalis	2	Gas	Dry Extractive	Dry	NOx	HORIBA	ENDA-E4320LS	6/5/2003	42075670031
Chehalis	2	Gas	Dry Extractive	Dry	Probe	M&C PRODUCTS	SP2000-HI/320	6/5/2003	8947/225040
Currant Creek	1	Gas	Dry Extractive	Dry	NOx	THERMO	42C-LS	2/10/2006	0427108593
Currant Creek	1	Gas	Dry Extractive	Dry	O2	SERVOMEX	1440	2/10/2006	01440D1V02/3649
Currant Creek	1	Gas	Dry Extractive	Dry	Probe	UNIVERSAL ANALYZERS	270SF	2/10/2006	B13110
Currant Creek	2	Gas	Dry Extractive	Dry	NOx	THERMO	42C-LS	2/10/2006	0427108592
Currant Creek	2	Gas	Dry Extractive	Dry	O2	SERVOMEX	1440	2/10/2006	01440D1V02/3636
Currant Creek	2	Gas	Dry Extractive	Dry	Probe	UNIVERSAL ANALYZERS	270SF	2/10/2006	B13108
Dave Johnston	1	Coal	Dilution In-Stack	Wet	SO2	THERMO	431	2/12/2009	733025868
Dave Johnston	1	Coal	Dilution In-Stack	Wet	NOx	THERMO	421	2/12/2009	0733025843
Dave Johnston	1	Coal	Dilution In-Stack	Wet	CO	THERMO	481		
Dave Johnston	1	Coal	Dilution In-Stack	Wet	CO2	THERMO	4101	2/12/2009	0733025888

PacifiCorp Monitors

Plant	Unit	Fuel Type	System Type	Basis	Monitor	Manufacture	Model	First Reportin	Serial Number
Dave Johnston	1	Coal	Dilution In-Stack	Wet	Hg	M&C PRODUCTS	SP2006	2/12/2009	14187/7208337
Dave Johnston	1	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500300
Dave Johnston	1	Coal			Opacity	UNITED SCIENCES INCORPORATED	500C	1/1/1995	1292446
Dave Johnston	1	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Dave Johnston	1	Coal			Hg Calibrator	THERMO	81I		
Dave Johnston	1	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Dave Johnston	1	Coal			Hg Controller	THERMO	82X		
Dave Johnston	2	Coal	Dilution In-Stack	Wet	SO2	THERMO	43I	2/6/2009	0733025878
Dave Johnston	2	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	2/6/2009	0733025847
Dave Johnston	2	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	2/6/2009	073302886
Dave Johnston	2	Coal	Dilution In-Stack	Wet	CO	THERMO	48I		
Dave Johnston	2	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006	2/6/2009	14191/7208337
Dave Johnston	2	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500304
Dave Johnston	2	Coal			Opacity	UNITED SCIENCES INCORPORATED	500C	1/1/1995	0993559
Dave Johnston	2	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Dave Johnston	2	Coal			Hg Calibrator	THERMO	81I		
Dave Johnston	2	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Dave Johnston	2	Coal			Hg Controller	THERMO	82X		
Dave Johnston	3	Coal	Dilution In-Stack	Wet	SO2	THERMO	43I	2/6/2009	0733025876
Dave Johnston	3	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	2/6/2009	0733025853
Dave Johnston	3	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	2/6/2009	0733025884
Dave Johnston	3	Coal	Dilution In-Stack	Wet	CO	THERMO	48I		
Dave Johnston	3	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006	2/6/2009	14186/7208337
Dave Johnston	3	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500307
Dave Johnston	3	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHA WK 560	1/1/1995	5601748
Dave Johnston	3	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Dave Johnston	3	Coal			Hg Calibrator	THERMO	81I		
Dave Johnston	3	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Dave Johnston	3	Coal			Hg Controller	THERMO	82X		
Dave Johnston	4	Coal	Dry Extractive	Dry	SO2	ANARAD	AR-30C	2/12/2009	4885
Dave Johnston	4	Coal	Dry Extractive	Dry	NOx	ANARAD	AR-880	2/12/2009	4886
Dave Johnston	4	Coal	Dry Extractive	Dry	CO2	ANARAD	AR-50C	2/12/2009	4869
Dave Johnston	4	Coal	Dry Extractive	Dry	CO	THERMO	48I		733025861
Dave Johnston	4	Coal	Dry Extractive	Dry	Probe	M&C PRODUCTS	SP2006	2/12/2009	14187/7208337
Dave Johnston	4	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500381
Dave Johnston	4	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Dave Johnston	4	Coal			Hg Calibrator	THERMO	81I		
Dave Johnston	4	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		

PacifiCorp Monitors

Plant	Unit	Fuel Type	System Type	Basis	Monitor	Manufacture	Model	First Reportin	Serial Number
Dave Johnston	4	Coal			Hg Controller	THERMO	82X		
Gadsby	1	Gas	Dry Extractive	Dry	NOx	THERMO	42ILS	4/1/2009	0903434704
Gadsby	1	Gas	Dry Extractive	Dry	CO2	THERMO	410I	4/1/2009	0903434699
Gadsby	1	Gas	Dry Extractive	Dry	Probe	M&C PRODUCTS	SP2020	4/1/2009	15913/9200456
Gadsby	2	Gas	Dry Extractive	Dry	NOx	THERMO	42ILS	3/31/2009	0903434703
Gadsby	2	Gas	Dry Extractive	Dry	CO2	THERMO	410I	3/31/2009	0903434700
Gadsby	2	Gas	Dry Extractive	Dry	Probe	M&C PRODUCTS	SP2020	3/31/2009	15914/9200456
Gadsby	3	Gas	Dry Extractive	Dry	NOx	THERMO	42ILS	3/31/2009	0903434702
Gadsby	3	Gas	Dry Extractive	Dry	CO2	THERMO	410I	3/31/2009	0903434701
Gadsby	3	Gas	Dry Extractive	Dry	Probe	M&C PRODUCTS	SP2020	3/31/2009	15915/9200456
Gadsby	4	Gas	Dry Extractive	Dry	NOx	THERMO	42C-LS	10/1/2002	42CLS-72514-371
Gadsby	4	Gas	Dry Extractive	Dry	O2	SERVOMEX	1440D	10/1/2002	01420D 3259
Gadsby	4	Gas	Dry Extractive	Dry	Probe	M&C PRODUCTS	SP2020	10/1/2002	B10027
Gadsby	5	Gas	Dry Extractive	Dry	NOx	THERMO	42C-LS	10/1/2002	42CLS-72865-372
Gadsby	5	Gas	Dry Extractive	Dry	O2	SERVOMEX	1440D	10/1/2002	01420D 3238
Gadsby	5	Gas	Dry Extractive	Dry	Probe	M&C PRODUCTS	SP2020	10/1/2002	B10028
Gadsby	6	Gas	Dry Extractive	Dry	NOx	THERMO	42C-LS	10/1/2002	42CLS-72515-371
Gadsby	6	Gas	Dry Extractive	Dry	O2	SERVOMEX	1440D	10/1/2002	01420D 3141
Gadsby	6	Gas	Dry Extractive	Dry	Probe	M&C PRODUCTS	SP2020	10/1/2002	B10029
Hunter	1	Coal	Dilution In-Stack	Wet	SO2	THERMO	43I	10/27/2008	0733025877
Hunter	1	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	10/27/2008	0733025851
Hunter	1	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	10/27/2008	0733025885
Hunter	1	Coal	Dilution In-Stack	Wet	CO	THERMO	48I		
Hunter	1	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006	10/27/2008	14188/7208337
Hunter	1	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500201
Hunter	1	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHAWK 560	3/18/2009	5601935
Hunter	1	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Hunter	1	Coal	Dilution In-Stack	Wet	Hg Calibrator	THERMO	81I		
Hunter	1	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Hunter	1	Coal			Hg Controller	THERMO	82X		
Hunter	2	Coal	Dilution In-Stack	Wet	SO2	THERMO	43I	11/11/2008	0733025875
Hunter	2	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	11/11/2008	0733025845
Hunter	2	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	11/11/2008	0733025891
Hunter	2	Coal	Dilution In-Stack	Wet	CO	THERMO	48I		
Hunter	2	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006	11/11/2008	14191/7208337
Hunter	2	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500202
Hunter	2	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHAWK 560	3/20/2009	5601936
Hunter	2	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		

PacifiCorp Monitors

Plant	Unit	Fuel Type	System Type	Basis	Monitor	Manufacture	Model	First Reporting	Serial Number
Hunter	2	Coal			Hg Calibrator	THERMO	811		
Hunter	2	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Hunter	2	Coal			Hg Controller	THERMO	82X		
Hunter	3	Coal	Dilution In-Stack	Wet	SO2	THERMO	431	10/17/2008	0733025871
Hunter	3	Coal	Dilution In-Stack	Wet	NOx	THERMO	421	10/17/2008	0733025852
Hunter	3	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	10/17/2008	0733025892
Hunter	3	Coal	Dilution In-Stack	Wet	CO	THERMO	481		
Hunter	3	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006	10/17/2008	14186/7208337
Hunter	3	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500203
Hunter	3	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHAWK 560	1/1/1995	5600865
Hunter	3	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHAWK 560	1/1/1995	5600866
Hunter	3	Coal	Dilution In-Stack	Wet	Hg	THERMO	801		
Hunter	3	Coal			Hg Calibrator	THERMO	811		
Hunter	3	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Hunter	3	Coal			Hg Controller	THERMO	82X		
Huntington	1	Coal	Dilution In-Stack	Wet	SO2	THERMO	431	5/1/2008	0733025879
Huntington	1	Coal	Dilution In-Stack	Wet	NOx	THERMO	421	5/1/2008	0733025850
Huntington	1	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	5/1/2008	0733025858
Huntington	1	Coal	Dilution In-Stack	Wet	CO	THERMO	481		
Huntington	1	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006	5/1/2008	141891/7208337
Huntington	1	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500228
Huntington	1	Coal			Opacity	LAND INSTRUMENTS	4500 MKII+	1/1/1995	295830
Huntington	1	Coal	Dilution In-Stack	Wet	Hg	THERMO	801		
Huntington	1	Coal			Hg Calibrator	THERMO	811		
Huntington	1	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Huntington	1	Coal			Hg Controller	THERMO	82X		
Huntington	1	Coal	Dilution In-Stack	Wet	SO2	THERMO	431	11/8/2006	0600514680
Huntington	2	Coal	Dilution In-Stack	Wet	NOx	THERMO	421	11/8/2006	0606115467
Huntington	2	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	11/8/2006	0733025883
Huntington	2	Coal	Dilution In-Stack	Wet	CO	THERMO	481		
Huntington	2	Coal	Dilution In-Stack	Probe		M&C PRODUCTS	SP2000H	11/8/2006	12185/6202181
Huntington	2	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500229
Huntington	2	Coal			Opacity	LAND INSTRUMENTS	4500 MKII+	1/1/1995	118156
Huntington	2	Coal	Dilution In-Stack	Wet	Hg	THERMO	801		
Huntington	2	Coal			Hg Calibrator	THERMO	811		
Huntington	2	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Huntington	2	Coal			Hg Controller	THERMO	82X		
Huntington	1	Coal	Dilution In-Stack	Wet	SO2	THERMO	431	10/25/2008	0733025869

PacifiCorp Monitors

Plant	Unit	Fuel Type	System Type	Basis	Monitor	Manufacture	Model	First Reportin	Serial Number
Jim Bridger	1	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	10/25/2008	0733025849
Jim Bridger	1	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	10/25/2008	0733025880
Jim Bridger	1	Coal	Dilution In-Stack	Wet	CO	THERMO	48I		
Jim Bridger	1	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006	10/25/2008	
Jim Bridger	1	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	10/25/1994	1500144
Jim Bridger	1	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHA WK 560		
Jim Bridger	1	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Jim Bridger	1	Coal			Hg Calibrator	THERMO	81I		
Jim Bridger	1	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Jim Bridger	1	Coal			Hg Controlle	THERMO	82X		
Jim Bridger	2	Coal	Dilution In-Stack	Wet	SO2	THERMO	43I	10/22/2008	0733025867
Jim Bridger	2	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	10/22/2008	0733025848
Jim Bridger	2	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	10/22/2008	0733025881
Jim Bridger	2	Coal	Dilution In-Stack	Wet	CO	THERMO	48I		
Jim Bridger	2	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006	10/22/2008	141192/7208337
Jim Bridger	2	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	10/25/1994	
Jim Bridger	2	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHA WK 560		
Jim Bridger	2	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Jim Bridger	2	Coal			Hg Calibrator	THERMO	81I		
Jim Bridger	2	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Jim Bridger	2	Coal			Hg Controlle	THERMO	82X		
Jim Bridger	3	Coal	Dilution In-Stack	Wet	SO2	THERMO	43I	10/22/2008	733025870
Jim Bridger	3	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	10/22/2008	733025847
Jim Bridger	3	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	10/22/2008	733025889
Jim Bridger	3	Coal	Dilution In-Stack	Wet	CO	THERMO	48I		
Jim Bridger	3	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006	10/22/2008	14190/7208337
Jim Bridger	3	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	10/25/1994	1500294
Jim Bridger	3	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHA WK 560		
Jim Bridger	3	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Jim Bridger	3	Coal			Hg Calibrator	THERMO	81I		
Jim Bridger	3	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Jim Bridger	3	Coal			Hg Controlle	THERMO	82X		
Jim Bridger	4	Coal	Dilution In-Stack	Wet	SO2	THERMO	43I	10/22/2008	0733025874
Jim Bridger	4	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	10/22/2008	0733025841
Jim Bridger	4	Coal	Dilution In-Stack	Wet	CO2	THERMO	410I	10/22/2008	0733025882
Jim Bridger	4	Coal	Dilution In-Stack	Wet	CO	THERMO	48I		
Jim Bridger	4	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006	10/22/2008	14193/7208337
Jim Bridger	4	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500192



PacifiCorp Monitors

Plant	Unit	Fuel Type	System Type	Basis	Monitor	Manufacture	Model	First Reportin	Serial Number
Jim Bridger	4	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHAWK 560	1/1/1995	5600602
Jim Bridger	4	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHAWK 560	1/1/1995	5600603
Jim Bridger	4	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Jim Bridger	4	Coal			Hg Calibrator	THERMO	81I		
Jim Bridger	4	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Jim Bridger	4	Coal			Hg Controller	THERMO	82X		
Lake Side	1	Gas	Dry Extractive	Dry	NOx	THERMO	42I	1/1/2007	0611416453
Lake Side	1	Gas	Dry Extractive	Dry	O2	SERVOMEX	1440D	1/1/2007	01440DIV02/3731
Lake Side	1	Gas	Dry Extractive	Dry	Probe	UNIVERSAL ANALYZERS	270SF	1/1/2007	B14988
Lake Side	2	Gas	Dry Extractive	Dry	NOx	THERMO	42I	1/1/2007	0611416455
Lake Side	2	Gas	Dry Extractive	Dry	O2	SERVOMEX	1440D	1/1/2007	01440DIV02/3779
Lake Side	2	Gas	Dry Extractive	Dry	Probe	UNIVERSAL ANALYZERS	270SF	1/1/2007	B14987
Naughton	1	Coal	Dilution In-Stack	Wet	SO2	THERMO	43I	3/16/2006	0600514679
Naughton	1	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	3/16/2006	0601214669
Naughton	1	Coal	Dilution In-Stack	Wet	CO2	CALIFORNIA ANALYTICAL	ZRH	3/16/2006	A5J23525T
Naughton	1	Coal	Dilution In-Stack	Wet	CO	THERMO	48I		
Naughton	1	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2000H	3/16/2006	11998/6200165
Naughton	1	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500277
Naughton	1	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500278
Naughton	1	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHAWK 560	1/1/1995	5601986
Naughton	1	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Naughton	1	Coal			Hg Calibrator	THERMO	81I		
Naughton	1	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Naughton	1	Coal			Hg Controller	THERMO	82X		
Naughton	2	Coal	Dilution In-Stack	Wet	SO2	THERMO	43I	3/16/2006	0600514702
Naughton	2	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	3/16/2006	0601214668
Naughton	2	Coal	Dilution In-Stack	Wet	CO2	CALIFORNIA ANALYTICAL	ZRH	3/16/2006	A5J23522T
Naughton	2	Coal	Dilution In-Stack	Wet	CO	THERMO	48I		
Naughton	2	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2000H	3/16/2006	11994/6200165
Naughton	2	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500279
Naughton	2	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500280
Naughton	2	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHAWK 560	1/1/1995	5601985
Naughton	2	Coal	Dilution In-Stack	Wet	Hg	THERMO	80I		
Naughton	2	Coal			Hg Calibrator	THERMO	81I		
Naughton	2	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Naughton	2	Coal			Hg Controller	THERMO	82X		
Naughton	3	Coal	Dilution In-Stack	Wet	SO2	THERMO	43I	3/16/2006	0600514702
Naughton	3	Coal	Dilution In-Stack	Wet	NOx	THERMO	42I	3/16/2006	0601214668

PacifiCorp Monitors

Plant	Unit	Fuel Type	System Type	Basis	Monitor	Manufacturer	Model	First Reportin	Serial Number
Naughton	3	Coal	Dilution In-Stack	Wet	CO2	CALIFORNIA ANALYTICAL	ZRH	3/16/2006	A5123522T
Naughton	3	Coal	Dilution In-Stack	Wet	CO	THERMO	481		
Naughton	3	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2000H	3/16/2006	11994/6200165
Naughton	3	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500279
Naughton	3	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500280
Naughton	3	Coal			Opacity	UNITED SCIENCES INCORPORATED	500C	1/1/1995	792235
Naughton	3	Coal	Dilution In-Stack	Wet	Hg	THERMO	801		
Naughton	3	Coal			Hg Calibrator	THERMO	811		
Naughton	3	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Naughton	3	Coal			Hg Controller	THERMO	82X		
Wyodak	1	Coal	Dilution In-Stack	Wet	SO2	THERMO	431	10/2/2008	0733025872
Wyodak	1	Coal	Dilution In-Stack	Wet	NOx	THERMO	421	10/2/2008	0733025887
Wyodak	1	Coal	Dilution In-Stack	Wet	CO2	THERMO	4101	10/2/2008	0733025887
Wyodak	1	Coal	Dilution In-Stack	Wet	CO	THERMO	481		
Wyodak	1	Coal	Dilution In-Stack	Wet	Probe	M&C PRODUCTS	SP2006-H	1/1/2007	14185/7208337
Wyodak	1	Coal			Flow	TELEDYNE MONITOR LABS, INC	150	1/1/1995	1500312
Wyodak	1	Coal			Opacity	TELEDYNE MONITOR LABS, INC	LIGHTHAWK 560	5/17/2000	5601928
Wyodak	1	Coal	Dilution In-Stack	Wet	Hg	THERMO	801		
Wyodak	1	Coal			Hg Calibrator	THERMO	811		
Wyodak	1	Coal	Dilution In-Stack	Wet	Hg Probe	THERMO	83GC		
Wyodak	1	Coal			Hg Controller	THERMO	82X		

**EXHIBIT B**  
**PRICING SCHEDULE**  
**Environmental Monitoring Equipment Maintenance**  
**Thermal Plants**

The payment provisions listed herein constitute full compensation for all services associated with and directly chargeable to the work of this Contract. Contractor shall be compensated the following amounts:

24/7/365 Phone Support (10 hour block rate)           \$650.00

Ten hour blocks can be renewed by paying for a new ten hour block.

Annual Service Fee:   \$158,727  
Over 40 hours per week billing rate:                   \$80.00 per hour

Payments for the annual fee, phone support and over 40 hour billings shall be quarterly. Over 40 hours billings must be approved by Company prior to incurring the cost.

**Additional Work – Time and Material**

Company must approve all Additional Work if changes are ordered as provided in the Contract or Company request support in addition to that provided by the full time employee under this contract, Contractor will be entitled to the sum of the following costs of doing the additional work.

Hourly wages including benefits, fringes, travel and zone differential, profit, accounting, project management, consumables, small tools and all costs not covered in other sections for all work performed will be paid at the hourly rates designated in this Section. Contractor shall be compensated for actual time Contractor personnel are directly engaged in the performance of the work. Time spent by Contractors personnel in local travel shall not be compensable. Emergency rates apply when Contractor has not received fourteen (14) day advanced notice of required services.

<u>Maintenance Activities</u>	<u>Rate \$/Hour</u>
Service Technician travel time	\$50.00
Service technician regular rate (Up to 10 hours per day)	\$65.00
Service technician overtime rate	\$85.00
Per Diem (per day for overnight stay)	\$167.00
<u>Emergency Onsite Support</u>	
Service Technician travel time	\$75.00
Service technician regular rate (Up to 10 hours per day)	\$85.00
Service technician overtime rate	\$110.00
Service technician weekend rate	\$110.00
Service technician standby rate (Up to 8 hours per day)	\$85.00
Per Diem (per day for overnight stay)	\$167.00

**EXHIBIT B  
PRICING SCHEDULE  
Environmental Monitoring Equipment Maintenance  
Thermal Plants**

Direct Expenses

Company will reimburse Consultant for travel, including room, transportation, and other related direct expenses at actual cost and in accordance with the Attachment, "Guidelines for PacifiCorp Contractor Expense Reports," to the extent such expenses are reasonably and necessarily incurred by Consultant in the performance of the work. In lieu of reimbursement for room, meals and incidental expenses a per diem may be paid.

Safety Material and consumables are included in the above hourly unit labor rates.

The following rules shall apply to all work performed by Contractor or its representatives or subcontractors of any tier:

Overtime is billed for all hours over 10 hours per day or 40 per week and for all hours worked on holidays recognized by Company. No overtime will be paid unless approval has been obtained from Company prior to working the overtime.

Holidays recognized by the parties are those national and state holidays accepted by the state in which the work is being performed and observed by Company. Holiday pay shall be paid only for hours worked on the observed holiday. No holiday pay will be paid unless approval has been obtained from Company prior to working the holiday.

## Guidelines for PacifiCorp Contractor Expense Reports

**\*\* Receipts are required for all reimbursable expenses except meals less than \$25.00 \*\***

- **Airfare and lodging:** All travel, that you request reimbursement from PacifiCorp, must be approved prior to booking. Contract firms may make their own arrangements for air travel, rental car and hotel stays, but expenses must meet these guidelines. PacifiCorp will reimburse for coach class travel only. Charges in excess of coach ticket are the responsibility of the contract firm. Booking flights less than seven (7) days prior to departure is strongly discouraged and must be approved by the hiring manager. PacifiCorp will only reimburse for standard hotel rooms and prefers that contractors use hotels where negotiated discounts are available. Check with PacifiCorp for hotels with discounted rates. The contractor is welcome to utilize the PacifiCorp, or your own corporate, discounts.
- **Rental cars / ground transportation:** If a rental car is required, there will be only one car per contract firm and rental will require the approval of the hiring manger. PacifiCorp may require proof of insurance. A discounted rate is also available with Enterprise for car rentals.
- **PacifiCorp** will reimburse shuttle, cab or mileage for one trip to and from the airport up to a maximum of \$50 for each business trip. If you park at the airport, PacifiCorp will reimburse you for economy parking only. Receipts for all ground transportation, parking and mileage are required.
- **Use of personal or company vehicles** will be reimbursed at the currently effective IRS allowed rate per mile. Required automobile insurance is required.
- **Meals:** PacifiCorp will reimburse for breakfast, lunch and dinner for each day of contract work for non-local contractors. The standard meal reimbursement should not exceed \$55 per day. However, this is not a per diem amount that is automatically paid for each day of work. PacifiCorp will not reimburse for any meals that the contractor (or contracting agency) purchases for PacifiCorp employees, such as team lunches/dinner.
- **PacifiCorp** will only reimburse for meal gratuities @ 15%. All other gratuities are not reimbursable (e.g. taxis, porters, bellhops, or hotel staff).
- **Non-Reimbursable Expenses:** The following is a listing, though not all inclusive, of expenses that will not be reimbursed;
  - Business gifts
  - Expenses for non-business purposes
  - Fines
  - Local travel time (defined as within 50 miles of consultants office)
  - General office supplies.
  - Personal entertainment or recreation (in-room movies, health club)
  - Expenses incurred by contractor family members.
  - Expenses not supported with a valid receipt.
  - Alcoholic beverages.
  - Laundry service.
  - Barber and beautician fees.
  - Personal hygiene products ( shampoo, razors blades, toothbrushes)
  - Parking for local contractors.
- **Expense report documentation:** Accurate expense reports submitted in a timely manner substantially reduce the invoice processing time. Reports include a worksheet or listing of each expense, with date, type of expense and amount noted. **Receipts are required for all reimbursable expenses except meals less than \$25.00 .** You can use a standard form from your company or request one from PacifiCorp. Please see the sample entry below if you are creating your own worksheet.

Date	Type of expense	Amount	Location (i.e., Plant location)	Receipt included
5/1/2010	Hotel room charge	98.11	Jim Bridger Plant	Yes
5/1/2010	Meals	27.24	Jim Bridger Plant	Yes
5/1/2010	Vehicle Rental	34.55	Jim Bridger Plant	Yes
5/1/2010	Fuel	12.95	Jim Bridger Plant	Yes

**EXHIBIT C**

**Form of Performance Letter of Credit**

IRREVOCABLE STANDBY LETTER OF CREDIT  
NUMBER: \_\_\_\_\_

ISSUING BANK:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BENEFICIARY:

PacifiCorp, an Oregon corporation  
Attn: Credit Manager  
825 NE Multnomah, Suite 700  
Portland, OR 97232

APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount Not Exceeding \$ \_\_\_\_\_ U.S. Dollars  
Expiration: \_\_\_\_\_ at our counters

At the request of \_\_\_\_\_ (“Account Party”),  
\_\_\_\_\_ (“Issuing Bank”) hereby establishes our Irrevocable Standby  
Letter of Credit (“Letter of Credit”) in your favor for the aggregate amount not to exceed  
\_\_\_\_\_ United States Dollars (\$ \_\_\_\_\_), available to  
you at sight upon demand at our counters at \_\_\_\_\_ on or before the  
expiration hereof. It is our understanding that this Letter of Credit is issued in accordance  
with the Contract between PacifiCorp and \_\_\_\_\_, dated  
\_\_\_\_\_ and corresponding Release for the \_\_\_\_\_  
Project. Any request by you to draw on this Letter of Credit must be accompanied by the  
original of this Letter of Credit, together with a completed certificate in the form attached  
hereto as Attachment A, signed by an officer of PacifiCorp and dated the date of  
presentation and copies of the notification and evidence of delivery of such notification  
referenced in Item 2 of said Attachment A.

We hereby agree with you that documents drawn under and in compliance with  
the terms of this Letter of Credit shall be duly honored upon presentation as specified.

Partial drawings and multiple drawings are permitted hereunder.

The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any previous drawings.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern; and as to any matter not specifically covered by the UCP, this Letter of Credit shall be governed by the law of New York.

With respect to Article 14(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed two (2) banking days following the date of its receipt of documents required to be provided by Beneficiary hereunder, to examine such documents and determine whether to take up or refuse the documents and to inform the Beneficiary accordingly.

This Letter of Credit shall expire at our close of business on \_\_\_\_\_ . However, it is a condition that this letter of credit will automatically extend without amendment for additional periods of one (1) year each from the present or any future expiration date, unless at least sixty (60) days prior to any such expiration date we shall notify you by registered mail or overnight courier at the above address that we elect not to extend this Letter of Credit beyond the current expiry date, in such event you may draw on the stated amount of this Letter of Credit with the current expiration date.

If this Letter of Credit is automatically extended pursuant to the terms of the preceding paragraph, the final expiration date of this Letter of Credit will be 60 days after Project Substantial Completion Date

If this Letter of Credit expires during an interruption of business as described in Article 53 by Acts of God, acts of terrorism, riots, civil commotions, insurrections, war or any strikes or lockouts or any other causes beyond our control that interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, this Letter of Credit may be drawn against within thirty (30) calendar days after the place for presentation reopens for business.

This Letter of Credit is transferable in its entirety (but not in part). Any transferee shall succeed to all of the rights of the Transferor hereunder. A transfer of the right to draw under this Letter of Credit shall be affected by our receipt of this Letter of Credit and a signed completed request for transfer substantially in the form of the attached Exhibit B hereto. We shall affect the transfer and advise the parties accordingly. Transfer fees are for the account of the Beneficiary.

If you require any assistance or have any questions regarding this transaction, please call \_\_\_\_\_.

[BANK SIGNATURE]



Attachment A

**FORM OF PERFORMANCE LETTER OF CREDIT DRAWING CERTIFICATE**

The undersigned hereby certifies to \_\_\_\_\_ (“Issuing Bank”), with reference to the Irrevocable Standby Letter of Credit No. \_\_\_\_\_ (“Letter of Credit”) by the Issuing Bank in favor of PacifiCorp, an Oregon corporation (together with any transferee under the Letter of Credit, called “Beneficiary”), that because [check at least one (1) of the following, as applicable]:

(1)

(a) \_\_\_\_\_ (“Account Party”) has failed or defaulted to perform all or any part of its obligations defined in the General Services Contract between PacifiCorp and (“Account Party”), dated \_\_\_\_\_ (“Contract”) (including but not limited to as a result of the Account Party’s failure to pay Beneficiary when due and payable any amounts respecting Liquidated Damages (as defined in the Contract) or any other amounts) or the corresponding Release for the \_\_\_\_\_ Project; or

(b) the Contract or the corresponding Release has been terminated by Beneficiary in accordance with Article 52 of the Contract;

(c) Account Party has not extended or renewed or provided to Beneficiary an acceptable replacement Letter of Credit prior to the stated expiration of Letter of Credit No. \_\_\_\_\_ in accordance with the terms of the Contract; or

(d) the Letter of Credit has ceased to satisfy the requirements for such Letter of Credit (in accordance with the terms of the Contract).

And

(2) a copy of the written notification sent to the Account Party of Beneficiary’s intention to draw on this Letter of Credit No. \_\_\_\_\_ dated not less than five (5) days prior to the date of any drawing hereunder, along with evidence of delivery of such written notification.

Beneficiary is drawing upon the Letter of Credit in an amount equal to \$ \_\_\_\_\_, which amount is not in excess of the remaining undrawn portion of the Letter of Credit as of the date of this Certificate.

Name of Beneficiary: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, 20\_\_

EXHIBIT D  
Contractor / Vendor Information Form (CIF)

Contractor / Vendor Name: \_\_\_\_\_  
(Last, First, Middle Initial)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

- (1) Successfully Passed Employer's Drug and Alcohol Exam?  
Yes  No  (if no, please complete grey box below) Date Completed: \_\_\_\_\_  
(MM/DD/YYYY)
- (2) Successfully Passed Employer's Background Check?  
Yes  No  (if no, please complete grey box below) Date Completed: \_\_\_\_\_  
(MM/DD/YYYY)
- (3) Completed PacifiCorp's Security training? Date Completed: \_\_\_\_\_  
(MM/DD/YYYY)
- (4) Completed PacifiCorp's CIPS Overview training? Date Completed: \_\_\_\_\_  
(MM/DD/YYYY)

*I hereby certify that the information provided regarding the Contractor / Vendor is accurate and documentation to support this information will be retained by Contractor / Vendor employer and provided upon Company's request*

**REQUIRED SIGNATURES:**

<hr/> <i>Signature of Manager from Contractor / Vendor Company</i>	<hr/> <i>Date</i>
<hr/> <i>Printed Name</i>	

If Contractor / Vendor did not pass the Background Check or Drug and Alcohol Exam, please contact Colt Norrish at "colt.norrish@pacificorp.com" or 503-813-5545 to discuss:

<hr/> <i>Accepted by PacifiCorp Chief Compliance Officer</i>	<hr/> <i>Date</i>
--	-------------------

- **Contractors / Vendors will not be permitted PacifiCorp unescorted access without the completion of a drug/alcohol screening, background check and required training.**
- **Contractor / Vendor Companies should send this completed form to the PacifiCorp hiring/sponsoring manager.**
- **The hiring/sponsoring manager will use the information on this form to complete a Personnel Action Input Form (PAIF), and will submit this form along with the PAIF to the**

**HR Service Center.****Background Check Requirements:**

- 1) Background checks shall be updated no less frequently than every seven (7) years or upon request by Company, and shall, at a minimum, consist of a social security number verification and seven-year criminal background check, including all convictions for a crime punishable by imprisonment for a term exceeding one year.

**Drug and Alcohol Screening Requirements:**

- 1) Drug test shall, at a minimum, be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG – THC cut-off".

## EXHIBIT E

### Special Conditions at All PacifiCorp Energy Plants

#### PLANT SECURITY

Plant security is under the direct control of Company and is in accordance with Company's established procedures, which include the requirements stated in this Article but shall not be limited to these provisions. Contractor and its personnel and its subcontractor's personnel of any tier shall strictly adhere to All PacifiCorp Energy Plants security provisions. Except for Blundell and Gadsby plants, Company will furnish, within fenced-in areas of the plant, a guard force to control access to and from the plant.

For the Jim Bridger and Dave Johnston plants, access into and out of the fenced-in area surrounding the plant is electronically controlled by a proximity card system and Gai-tronics phones. Company may provide to Contractor the necessary security access cards coded to operate the appropriate gate(s) to access Contractor's work area during the work hours established for this Contract. Instructions for use of Gai-tronics phones are posted at most phone locations. All security access cards are to be returned to Company upon completion of the work. Contractor agrees to pay to Company a \$30 fee for each replacement card and for each unreturned card.

Except for Blundell, Carbon, Dave Johnston, Gadsby, and Wyodak plants, all personnel working at the plant site and all repeat visitors may be provided and, where provided, shall be required to keep in their possession at all times, while on the premises, an identification ("ID") badge provided by Company. Visitor's badges will be available, but persons with such badges may be required to be escorted by a designated representative of Company.

Contractor will be assigned a personnel gate through which its employees must enter and depart. ID badges issued to Contractor's employees may, at Company option, be utilized as "brass", and Contractor will be responsible for the control of badges issued to its employees, subcontractors, suppliers and visitors.

Even though Company provides guard service, Contractor shall be fully responsible for all Contractor-furnished material and equipment, as well as Company-furnished material and equipment received by Contractor.

Designated parking areas for all persons have been established outside the fenced-in area of the plant. Certain individuals, authorized specifically by Company, may drive vehicles onto the plant site and may enter and leave through the main gate at times designated by Company. Access to the plant site between the hours of 3:30 P.M. local time and 7:00 A.M. of the normal work week and all hours on weekends shall be subject to the consent of Company. Contractor shall follow the procedure designated by Company in obtaining consent for access to the plant site at other than normal working hours.

Contractor shall maintain and submit to Company an up-to-date inventory of materials, tools, and equipment brought onto the plant site.

A representative of Company shall have the unqualified right to demand identification of and/or search all persons and all vehicles entering or leaving the plant site. Materials leaving the site must have an appropriate material pass issued by Company. When leaving the site upon project completion, advanced arrangements for tool inspection must be made. These inspections must be coordinated with Company.

There are areas within the plant which are restricted. Before entering these areas, Contractor shall obtain prior consent from Company representative. Any individual found in restricted areas without Company consent shall be subject to expulsion from the site.

**SAFETY, HEALTH, ACCIDENT AND DAMAGE PREVENTION**

Prior to start of any work required by this Contract, Contractor shall be responsible for assuring that each of its own employees, together with all employees of its subcontractors of any tier, are fully informed concerning all safety, health, and security regulations pertaining to their work, including but not limited to, confined space, fall protection, tag out/lockout procedures, and hearing conservation regulations.

Contractor shall arrange with Company to have all its work force and/or its subcontractor work force attend a plant orientation which may include a safety video. All personnel may be required to sign a sheet with their name acknowledging attendance.

Contractor shall comply with all safety standards and accident prevention regulations promulgated by Federal, State or local authorities having jurisdiction and will take or cause to be taken such additional measures as reasonably necessary to protect the life and health of all employees engaged in the performance of this Contract and work required hereunder. Contractor shall be responsible for the manner in which tools and equipment are used including the proper use of safety devices and equipment necessary to safeguard other workmen.

Contractor's non-English speaking employees shall receive safety information in their native tongue. Contractor shall provide Company with the names, job title, work schedule, and language of non-English speaking employees that will be working at Company's facility. Contractor shall provide a translator during the plant safety orientation so that each non-English speaking employee shall be able to comprehend the information being presented. Contractor shall provide a bilingual employee who shall be responsible for communicating safety information from English to the non-English speaking employees. Contractor shall provide a bilingual employee who shall be on plant site in the immediate vicinity of non-English speaking employees at all times to communicate emergency information and instructions. Should the nature of the contract work require Contractor to divide into smaller work groups separating non-English speaking employees from the bilingual employee by more than 1000 ft. distance, additional bilingual employees shall be utilized at a ratio

of one per work group. Company shall provide a hard hat sticker to be worn by Contractor's bilingual employee(s). Contractor's bilingual employee shall conduct a walk down of the work area with all non-English speaking employees, translating signs explaining hazards and warnings prior to commencing work.

Contractor shall at all times conduct all operations under this Contract in such a manner as to avoid the risk of bodily harm to persons or risk of damage to any property. Contractor shall promptly take all precautions which are necessary and adequate against any conditions which involve a risk of bodily harm to persons or a risk of damage to any property. Contractor shall continuously inspect all work, materials, and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions.

For work performed in a confined space, as defined by Federal and State law, Contractor shall: 1) comply with all OSHA and other permit space requirements; 2) have a formal written program defining in detail Contractor's procedures for such compliance; and 3) provide a copy to Company of such program prior to performing any such work. Contractor shall promptly advise Company of any hazards confronted or created in permit or non-permit spaces and shall provide Company copies of all tests, permits, and other required documentation resulting from such work.

No scaffold shall be erected, moved, dismantled, or altered except under the supervision of competent persons.

Contractor is responsible for ensuring compliance with the requirements set forth in the regulations governing the work. Such responsibility shall apply to both its operations and those of its subcontractors of any tier. When violations of the safety and health regulations are called to its attention by Company, Contractor shall immediately correct the condition to which attention has been directed. Such notice, either oral or written, when served on Contractor or its representative(s) shall be deemed sufficient.

In the event Contractor fails or refuses to promptly comply with the directive issued by Company, Company may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued by Company. Contractor shall not be entitled to any extension of time, nor to any claim for damage, nor to excess costs by reason of either the directive or the suspension order. Failure of Company to order discontinuance of any or all of Contractor's operations shall not relieve Contractor of its responsibility for the safety of personnel and property.

Contractor shall:

- a. Submit a safety program to Company for review prior to start of work under this Contract.

- b. Provide for weekly five (5) minute "tool box" safety meetings, conducted by its supervisor/foreman and attended by all craft employees on the job site with a copy of the meeting minutes provided to Company within three (3) days after the meeting.
- c. Conduct regularly-scheduled safety meetings for all levels of supervision.
- d. Provide trained personnel as part of site safety team to insure prompt and efficient first aid and medical care for injured employees. Contractor shall be responsible for transporting any injured personnel. If ambulance service is required, Contractor shall notify Control Room who will make the necessary call.
- e. Designate a competent supervisory employee to carry out Contractor's accident prevention program.
- f. Reimburse Company for any costs incurred by Company resulting from citations for failure of Contractor to comply with governing regulatory agencies.
- g. Have the sole responsibility for providing fire protection in its work area and furnishing Company a written fire protection plan which shall be subject to Company's acceptance prior to commencing work.

Serious accidents and/or fires shall be immediately reported to the Control Room Operator of the unit where the emergency exists. The person that reports the emergency will give their name, state what the emergency is and the location of the emergency. The Control Room Operator will sound the appropriate alarm and will summon appropriate emergency response personnel. The alarm shall be sounded for five (5) seconds and then the location of the fire or medical emergency will be announced over the Public Address System. The alarm will then be repeated. Contractor shall notify Company's designated representative of any serious accident or fire as soon as practical.

In the event of a fire, accident, or evacuation emergency, Contractor is to assemble and account for their personnel as directed by the plant alarm system. Upon completion of the accurate accounting, Contractor is to report the status of their personnel to Company.

Contractor shall maintain an accurate record and shall provide a written report to plant Safety Administrator of all cases of death, fire, occupational diseases, or any injury to employees or the public involved, and property damage by accident, to performance of work under this Contract within forty-eight (48) hours of such incident.

No individuals, whether employees, contractors, vendors, visitors or guests, are allowed to smoke or use tobacco products on the premises of any PacifiCorp facility or property, whether owned or leased. This prohibition includes offices, field facilities, company vehicles and aircraft, garages, parking lots, lawns and sidewalks.

In order to prevent confusion with the permanent work force at the Jim Bridger plant, neither the Contractor nor any of Contractor's subcontractor personnel shall wear red, orange, or yellow hard hats while on the plant site.

All Contractors' employees working at the plant site shall wear protective equipment appropriate to the specific work activity and in accordance with plant safety rules. All such equipment shall be furnished by Contractor. Protective equipment includes, but is not limited to, hard hats, safety glasses, hearing protection, protective clothing, and safety toe footwear (must be appropriate for the work being performed and must meet ANSI Z41.1, 1967 or the new ASTM F2412 – 05 and F2413 – 05 standard and be non-fabric/non-perforated uppers, oils and acid resistant soles, and be a minimum of Class I/75 or C/75, effective September 1, 1991). Hard hats, safety glasses and safety toe footwear will be worn at all times while on the plant site except in locker rooms, lunch rooms, and office rooms. Hearing protection will be worn in all posted areas or when otherwise directed by Company. Protective clothing, gloves, and respirators will be used as work conditions dictate to assure the safety and health of the workmen.

Vehicles used to transport employees shall have seats firmly secured and adequate for the number of employees to be carried. Seat belts and anchorages meeting the requirements of 49 CFR Part 571 (Department of Transportation, Federal Motor Safety Standards) shall be installed in all motor vehicles. Workmen will not be allowed to ride in a pickup or truck standing up or with their feet dangling over the side while the vehicle is in motion.

All vehicles on site will observe the plant speed limit as posted.

All Contractor provided equipment and vehicles will be operated with the headlights on while operating on the property at the Jim Bridger plant. This will increase visibility, thereby enhancing the safety of all employees of Company and Contractors.

Metal ladders are prohibited on the plant site.

Contractor shall leave a job site in as safe a condition as possible. Before leaving a job, it shall be Contractor's duty to correct or arrange to give a warning on any condition which is hazardous.

Unsafe conditions shall be identified by barriers, signs or some other suitable method (Jim Bridger plant requires protective orange fencing). Danger area signs and barricades shall be designated by predominant red color. Caution area signs and barricades shall be designated by predominant yellow color. Barricades, barricade tape and/or flagging shall have properly completed yellow information tag (supplied by Company) attached in a conspicuous location stating date, reason for barrier and person to contact. Signs and barricades shall be removed immediately upon completion of the job requirement.



Contractor's work practices shall minimize interference and disruption to plant maintenance and operation. Contractor shall not remove or alter any part of the existing structures, equipment or system without prior knowledge or consent of Company. Contractor shall, at all times during the performance of the work, be in strict compliance with the plant's Protective Tagging and Clearance Procedures.

#### **MATERIAL SAFETY DATA**

Contractor shall be familiar with and abide by all provisions of the OSHA "Hazard Communication Standard". Contractor shall pay special attention to the following sections of the "Contractor Employees" section of the PacifiCorp Hazard Communication Program:

- a. [R]equire... that suppliers furnish appropriate Material Safety Data Sheets (MSDS) and appropriate labels of all purchased chemicals.
- b. For materials Contractor brings to the jobsite, MSDS for those materials must be presented to Company for review by the Company's plant Safety Administrator and plant Environmental Engineer prior to commencement of work. All materials must meet all State and Federal Regulations for containment.
- c. [R]equire... Contractor and all employees to review the MSDS of the appropriate hazardous chemicals, and follow the requirements of the OSHA Hazard Communication Standard.

#### **HAZARDOUS MATERIALS AND HAZARDOUS WASTE**

To comply with State and Federal regulations concerning hazardous materials and hazardous wastes, Contractor using any regulated substances, including but not limited to chemicals, paints, thinners, and solvents, on the plant site is responsible for the proper storage, usage, and disposal of the material or waste. Contractor shall be responsible to inform Company Representative of the quality and type of hazardous materials brought on site in writing. This information is to be copied to the plant Environmental Engineer. Contractor shall also be responsible for the removal of all wastes and unused materials, whether hazardous or nonhazardous, at the job completion. Wastes may not be disposed of at **the Jim Bridger plant landfill unless specifically approved by the Company Representative and shall be recorded on the plant Daily Landfill Placement Log(s). The logs are to be given to the plant Environmental Engineer.**

A Contractor whose employees will be working in an area where hazardous chemicals are or may be present shall be notified in writing of the chemicals present and provided with appropriate MSDS. It will be the responsibility of Company to inform Contractor of the hazardous chemicals in the plant to which their employees may be exposed.

The application, disposal, utilization or other handling of any lead or lead based material or product ("Lead Work") shall be performed in strict compliance with all applicable Federal, State and local laws and regulations, including without limitation Federal OSHA Construction Standard For Lead

(29 CFR 1926.62). Prior to performing any Lead Work, Contractor shall prepare and have in effect a written work plan specifically for such Work. Contractor shall provide a copy of that work plan to Company for review upon request by Company, which request may be made at any time or times. Contractor shall provide documentation evidencing proof of competency of individuals under Contractor's supervision executing the work plan.

The removal or handling of any devices known or suspected to contain mercury shall be coordinated with the Company and performed in accordance with Company procedures and State and Federal regulations. Any devices which Contractor removes during the course of work which contain mercury shall be given to Company for proper disposal.

Computer wastes (cathode ray tubes, central processing units) or electronic components that contain "mother-board" like components may contain high levels of Resource Conservation and Recovery Act (RCRA) regulated wastes. These materials may not be discarded into plant landfills. If these types of waste are generated by the Contractor, the Contractor shall ensure that the wastes are properly recycled and/or removed from Company property.

CONTRACTOR IS HEREBY NOTIFIED THAT ASBESTOS IS PRESENTLY IN THE CARBON, GADSBY AND NAUGHTON PLANTS AND ASBESTOS ABATEMENT WORK IS CURRENTLY UNDERWAY. ASBESTOS IS PRESENT IN SOME AREAS IN THE JIM BRIDGER, HUNTINGTON, HUNTER, DAVE JOHNSTON AND WYODAK PLANTS.

TO THE EXTENT THAT THE WORK UNDER THIS CONTRACT INCLUDES THE HANDLING OF OR EXPOSURE TO ASBESTOS, CONTRACTOR SHALL PROVIDE PERSONNEL APPROPRIATELY TRAINED REGARDING ASBESTOS REQUIREMENTS, LAWS, AND REGULATIONS.

Contractor shall notify Company if suspected asbestos containing material is encountered. Contractor shall not disturb in any way the encountered material. If at any time while performing any maintenance or repairs, Contractor encounters insulation or gasket material and cannot identify it as non-asbestos, Contractor shall have the responsibility of notifying Company of a potential asbestos hazard. Contractor shall present samples to be tested to Company per plant procedures. Company will test samples of suspect material. Company's insulating Contractor shall contain or remove all asbestos containing material.

#### **ENVIRONMENTAL COMPLIANCE**

A representative of the Company shall provide the Contractor with a copy of the Environmental RESPECT Policy. Prior to starting any work, Contractor shall be responsible for assuring that all of its employees are fully aware of the Environmental RESPECT policy. Contractor shall conduct its work in such a manner as to minimize all harmful impacts to the environment, and take all necessary precautions to protect the environment. Contractor will be responsible to continuously inspect and monitor the performance of its employees as it relates to environmental stewardship.

Environmental issues created by the Contractor's operations and/or activities shall be promptly addressed by the Contractor and reported to the plant Environmental Department, as appropriate.

Contractor is responsible for maintaining strict compliance with all State and Federal environmental regulations. Many of these regulations have important requirements associated with employee training. Contractor has sole responsibility for any employee training required by State and Federal regulations. Proof of successful training completion and periodic testing or recertification must be provided upon request by Company

In addition to the applicable local, State and Federal requirements, Contractor must comply with the following:

- a. Contractor shall abide by the plant's fugitive dust control plan including but not limited to speed limits, minimizing soil disturbance, application of water to control dust during work activity and proper operation and maintenance of equipment.
- b. Contractor shall obtain applicable Construction or Operating Permits prior to constructing activities or operating stationary equipment which:
  - 1) Emits greater than five tons per year of any of the following pollutants: particulate matter (PM10), sulfur dioxide (SO<sub>2</sub>), carbon monoxide (CO), nitrogen oxides (NO<sub>x</sub>), and volatile organic compounds (VOC);
  - 2) Emits greater than 500 pounds per year of any hazardous air pollutant (HAP), and greater than 2,000 pounds per year for any combination of HAPs;
  - 3) Regulated by any standard or requirement of Section 111 or 112 of the Clean Air Act; and
  - 4) Has the potential to be a major source, as defined in R307-101-2, Utah Annotated Code (UAC) or Wyoming Air Quality Standards and Regulations, Chapter 6, Section 3.
- c. Contractor shall notify the Company Safety Administrator or plant Environmental Engineer prior to performing any sandblasting activity and abide by the plant's Title V Operating Permit conditions related to sandblasting activities. In the event that Contractor performs sandblasting activities, the Contractor shall have a certified Method 9 Visible Emission Observer on site and provide Method 9 observations as required by the plant's Title V Operating Permit.
- d. Contractor shall obtain a Storm Water Construction Permit for construction activities disturbing greater than one acre. Contractor has sole responsibility to perform inspections every 14 days of the runoff control devices, transfer the Storm Water Permit and the inspection sheets to the Company Environmental Engineer within ten (10) days of

construction completion. Contractor shall seed disturbed ground as required by the Storm Water Construction Permit.

- e. Contractor shall secure required permits and request approval by Company Environmental Engineer prior to the discharge of any water into the Water of the State. Contractor shall secure required permits and request approval by Company Environmental Engineer prior to dredging or disturbing any waterways on Company property.
- f. Contractor shall abide by the plant's Spill Prevention Control and Countermeasures requirements and shall:
  - 1) Notify the Company Environmental Engineer in writing of any equipment or containers that contain 55 gallons or more of petroleum products;
  - 2) Store all containers of petroleum products that are equal to or greater than 55 gallons in Company approved secondary containment;
  - 3) Inspect for leaks on any and all Contractor provided tanks and drums while on site;
  - 4) Report and clean up all spills in a timely manner in accordance with the plant's Spill Prevention Control and Countermeasures Plan;
  - 5) Immediately report to the plant Environmental Department any spill or leak which enters, or threats to enter, any Water of the State, including ground water;
  - 6) Ensure all spills and leaks are cleaned in a prompt and timely manner.

#### **WORK RULES**

Contractor shall at all times maintain strict discipline among its employees, including the employees of its subcontractors of any tier. Contractor shall comply with job site conditions and work rules established by Company and shall cooperate with Company in enforcing such rules.

Any employee of Contractor or of its subcontractors of any tier, who is deemed by Company to be incompetent or disorderly or who possess a danger to the safety of the work, shall be immediately removed from Contract work upon the request of Company and shall not again be employed in the Contract work without the consent of Company.

#### **CONTRACTOR DRUG AND ALCOHOL POLICY**

Contractor shall establish, maintain, and provide proof of a confidential drug and alcohol testing program for all of Contractor's employees and subcontractors assigned to work for any PacifiCorp Energy Plant (collectively, the "Contractor's Representatives").

Contractor's Representatives are prohibited from possessing, using, distributing, dispensing, manufacturing, selling or having in their possession or control any drug/banned substance while on any PacifiCorp Energy Plant property.

The Contractor shall provide for random drug testing that shall include all of Contractor's Representatives. Contractor may be asked, at anytime, to provide documentation that such testing has taken place. Contractor will cooperate when asked to drug test for safety violations, suspicious or inappropriate behavior, reports of drug use, or physical signs of drug use. Contractor's Representatives selected for random testing shall be accompanied to the testing site by Contractor's supervisory personnel as soon as practical on the same day they are selected.

The tests required pursuant to this program must be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA). The tests must screen at a minimum for the following substances and levels.

Compound	Screen	Confirming
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana (THC)	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Ethanol (alcohol)	0.02% percent blood alcohol or equivalent, as indicated by blood, saliva, breathalyzer or similar test.	0.02% percent blood alcohol or equivalent, as indicated by blood, saliva, breathalyzer or similar test.

Test levels that meet or exceed the above stated levels shall constitute immediate removal of the individual from any PacifiCorp Energy Plant property for no less than one year and responsibility for a tracking mechanism to confirm that the individual has not returned to any PacifiCorp Energy Plant property during that one year period is the obligation of the Contractor.

Failure of the Contractor or any of Contractor's Representatives to comply with this policy shall be grounds for immediate removal from any PacifiCorp Energy Plant property.

In maintaining a drug free workplace, all PacifiCorp Energy Plants expect the full cooperation of the Contractor and any of Contractor's Representatives.

**EXHIBIT F**  
**COMPANY'S CRITERIA**  
**Background Check Criteria**

The Company has a Badge and Access Standards policy which outlines company standards, procedures, compliance policies and workforce responsibilities regarding badges and access to all PacifiCorp controlled areas. Access to Company's Facilities is subject to this policy and requires access to be granted on an as-needed basis after completion of the required background check and training requirements.

In addition, the Company is required to comply with the mandatory Critical Infrastructure Protection Standards (CIPS) issued by the North American Electric Reliability Corporation (NERC) and approved by the Federal Energy Regulatory Commission on January 17, 2008. These CIPS were adopted to ensure that electric utilities, as part of the nation's critical infrastructure, are able to sustain and secure against vulnerabilities that may threaten the electric system and the utilities that operate it. Specifically, CIP-001 through CIP-009 provide a cyber security framework for the identification and protection of assets critical to the reliable operation of the electric system.

In order to ensure compliance with CIPS and the Company's access policy, Company requires that all personnel who will have authorized unescorted physical access to Company's Facilities and/or authorized cyber or unescorted physical access to CIPS Covered Assets (including control centers, substations, generation plants, critical cyber assets, etc.) have the appropriate security clearance and security training.

Individuals who are considered "restricted persons" may not have unescorted access to Company's Facilities or CIPS Covered Assets. An individual will be considered a "restricted person" if the person meets any of the following criteria:

- Is currently under indictment for a crime punishable by imprisonment for a term exceeding one year;
- Has been convicted (within the past seven years) in any court of a crime punishable by imprisonment for a term exceeding one year;
- Is currently a fugitive from justice; or
- Is an alien illegally or unlawfully in the United States.

If an individual's background check indicates that he/she meets any of the above criteria, the individual will be considered a "restricted person" and unescorted access to Company's Facilities or CIPS Covered Assets will not be authorized.