

**OPERATIONS AND MAINTENANCE CONTRACT**

**BETWEEN**

**AND**

**FOR**

**AT**

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**OPERATION AND MAINTENANCE CONTRACT  
BETWEEN**

**AND**

**FOR**

**AT**

**PARTIES**

The Parties to this Operation and Maintenance Contract (“**Contract**”) dated as of [\_\_\_\_\_] (the “**Effective Date**”) are (“**Company**”) whose address is \_\_\_\_\_ and (hereinafter “**Contractor**”) whose address is \_\_\_\_\_. 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:**

**Applicable Law** shall mean all local, state and federal Permits and Laws which are applicable to or which affect Contractor, Company, the Wind Projects or the Work Site(s), with respect to the operation, maintenance, servicing, repair, ownership or use of the Wind Projects, Work Site(s) and the Interconnection Facilities, including without limitation any Permits or Law relating to the environment, health or safety, bankruptcy Law, zoning, sanitation, safety, siting or building Laws.

**Availability Guarantee** shall have the meaning set forth in Exhibit G. – **OPTIONAL**

**Balance of Plant** shall mean all equipment and materials and other items incorporated in the Wind Projects, except for the WTGs. Balance of Plant includes, but is not limited to, the civil, electrical and mechanical construction works, roads, foundations, vaults or pads for transformers or sectionalizing cabinets and WTGs, cable and pipe ducting, pad-mount transformers (not in a WTG), sectionalizing cabinets, switch gears, electrical cables, communication cables and system and meteorological stations. Interconnection Facilities and O&M Facilities are not included in the Balance of Plant.

**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.

**Commencement Date** shall mean, with respect any Wind Project, the commencement date specified in Exhibit A-2.

**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.

**Company's Property** shall have the meaning set forth in ARTICLE 48, OWNERSHIP OF DESIGNS, DRAWINGS AND WORK PRODUCT; TITLE TO MATERIALS.

**Consumables** shall have the meaning set forth in Exhibit A-1.

**Critical Infrastructure Information** or **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 mean all Documentation, equipment, materials, goods, parts, associated hardware and other items to be delivered to Company by Contractor under this Contract, including without limitation any Consumable.

**Documentation** shall mean all drawings, manuals, calculations, specifications, maps, sketches, designs, tracings, notes, reports, data, models, plans, programs, procedures, protocols, samples and similar documents that are to be provided, obtained, prepared and delivered to Company by Contractor, as set forth in the Scope of Work or Specifications.

**Effective Date** shall have the meaning set forth in the preamble to this Contract.

**Emergency** shall mean conditions under which, without effecting an immediate repair or replacement: (i) life, health, or safety would be endangered (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 a) Applicable Laws, including without limitation environmental regulations; or b) prudent utility practice.

**Extension Term** shall have the meaning set forth in ARTICLE 3, PERIOD OF PERFORMANCE.

**Force Majeure Event** shall mean 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, in each case: (i) which are not reasonably foreseeable as of the Effective Date; and (ii) which are attributable to a cause beyond the control and without the fault or negligence of the Party claiming relief as a result of the Force Majeure Event; and (iii) the effects of which cannot be avoided by the Party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include normal or reasonably expected seasonal weather conditions, general economic conditions, changes in the cost of equipment, materials and other items incorporated in the Wind Projects, inadequate labor, or Contractor's failure, or Subcontractor's failure, to place orders for equipment, materials or other items, including Consumables and Spare Parts, sufficiently in advance to ensure delivery and/or availability when needed, delay or failure by Contractor to obtain or properly apply for any approval or permit from a Governmental Authority which is required to be obtained by Contractor or which is customarily obtained by a contractor performing work similar to the Work, Contractor's economic hardship including lack of money or credit and transportation or shipping accidents that are not of themselves caused by a Force majeure Event.

**Governmental Authority** shall mean any federal, provincial, state or local government authority, agency, court or other body, officer or public entity, including any zoning authority, building inspector, or health or safety inspector.

**Guarantee** shall mean that certain Parent Guarantee executed by Parent Guarantor for the benefit of Company, substantially in the form set forth in Exhibit H.

**Hazardous Materials** shall mean any dangerous, hazardous or toxic substance or constituent or pollutant or contaminant which, pursuant to any Applicable Law, that is determined to be hazardous, toxic or dangerous to human health or the environment, including but not limited to any hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C.A. § 9601 et. seq.), any solid waste under the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C.A. § 6901 et. seq.), or any contaminant, pollutant, waste or toxic substance under the Clean Air Act, as amended (42 U.S.C.A. § 7401 et. seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C.A. § 1251 et. seq.), the Safe Drinking Water Act, as amended (42 U.S.C.A. § 300f et. seq.), the Emergency Planning and Community Right-To-Know Act, as amended (42 U.S.C.A. § 110001 et. seq.), the Occupational Safety and Health Act, as amended (29 U.S.C.A. sec. 651 et. seq.), the Hazardous Materials Transportation Act, as amended, (49 U.S.C.A. § 5101 et. seq.), or the Toxic Substances Control Act, as amended (15 U.S.C.A. § 2601 et. seq.), and any equivalent or applicable state or local Laws.

**Initial Term** shall have the meaning set forth in ARTICLE 3, PERIOD OF PERFORMANCE.

**Interconnection Facilities** shall mean 34,500 volt to 345,000 volt facilities, inclusive, and associated devices (e.g., circuit breakers, batteries, filters, protection devices, relays and metering) within a fenced substation area that are necessary to interconnect and deliver power from the Wind Projects to the utility transmission system.

**Laws** shall mean all laws, statutes, orders, rules, decrees, injunctions, licenses, permits, approvals, agreements and regulations of any Governmental Authority having jurisdiction over the matter in question.

**Major Components** shall mean the following components of the WTGs: blades, rotor, main shaft and bearing, gearbox, generator, yaw bull gear and tower sections.

**Material Adverse Change (MAC)** shall mean, with respect to the Contractor or Parent Guarantor, if Contractor or Parent Guarantor, in the reasonable opinion of Company, has experienced a material adverse change in financial condition or its ability to fulfill its obligations under this Contract or the Guarantee, as applicable, including without limitation, with respect to Contractor, 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 40, 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.

**O&M** means operations and maintenance.

**O&M Procedures Manuals** shall mean the O&M procedures manuals provided by the WTG Manufacturer, as updated from time to time with such supplements (e.g., technical information letters) as approved by Company, as well as all operating manuals supplied by all vendors or manufacturers for all Spare Parts, components and systems of the Wind Projects and which describe the proper operation and maintenance of the Wind Projects.

**Operating Plan** shall have the meaning given in Exhibit A.

**Parent Guarantor** shall mean Contractor's ultimate parent company.

**Permit** shall mean any waiver, exemption, variance, franchise, certification, approval, permit, authorization, license, consent, or similar order of or from any Governmental Authority having jurisdiction over the matter in question.

**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.

**Project Agreements** shall mean, with respect to each Wind Project, the applicable interconnection agreements, the O&M Procedures Manuals, the real property documents and any documents in replacement thereof.

**Prudent Utility Practices** means those practices, methods, acts and standards, as changed from time to time, that: (i) are commonly used in prudent engineering, contracting and operations in connection with the design, construction, installation, operation and maintenance of electric equipment and facilities that are similar to the Wind Projects, consistent with Applicable Law, safety, reliability, efficiency and economy; and (ii) in the exercise of reasonable judgment, considering the facts known when engaged in, could have been expected to achieve the desired result consistent with Applicable Law, safety, reliability, efficiency and economy.

**Reimbursable Expense** shall have the meaning set forth in Exhibit B.

**Scope of Work** shall mean the requirements regarding the Work, as detailed in the exhibits attached to this Contract, including without limitation Exhibit A.

**Sensitive Personnel** shall mean all Personnel with authorized unescorted physical access 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.

**Spare Parts** shall mean all appliances, gearbox and hydraulic oil (except to the extent used as a Consumable for "topping off" purposes), parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature (excluding Consumables) which may be from time to time installed in or attached to any WTG, the Balance of Plant or any other portion of the Wind Project(s) or held in inventory.

**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.

**Term** shall mean the period of the Initial Term as extended by the Extension Term, if applicable, and as may be earlier terminated as provided herein.

**Unescorted Personnel** shall mean all Personnel with authorized unescorted physical access to Company's Facilities.

**Unscheduled WTG Maintenance** shall mean WTG maintenance that is not included in the Scope of Work and which may require Spare Parts, Major Components, labor and crane rental.

**Wind Project(s)** shall mean the WTGs and the items constituting Balance of Plant constructed on the Work Site(s).

**Work** shall mean all obligations, duties, requirements, and responsibilities for the successful completion of the Contract by Contractor, including furnishing of all Deliverables and/or Services (including obtaining all applicable licenses and permits) in performing the Scope of Work in accordance with Applicable Laws, or as required by Governmental Authorities, and the terms and conditions set forth 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(s)** shall mean the sites on which the Wind Projects are located, as described in Exhibit A-2, where the Work is to be performed; inclusive of land or other rights held by the Company for the purpose of operating the Wind Projects.

**WTG** means all or any portion of the wind turbine generators each including without limitation equipment and machinery related thereto and the following components: a tower and associated components, a turbine nacelle, blades, rotor, main shaft and bearing, gearbox, generator, yaw bull gear, nacelle mounted transformers, controller (including interconnecting cabling from the turbine nacelle to the ground controller), control panels, sulfur hexafluoride (SF6) switch, converters, any var control technology, wind vanes, FAA lighting (if and as required), grounding, and anemometers. WTGs shall not include special tools required for operation of the Wind Projects or Spare Parts.

**WTG Manufacturer** shall mean the applicable manufacturer(s) of the WTGs and its/their respective successors and assigns.

## **ARTICLE 2. DESCRIPTION OF WORK; STANDARDS OF PERFORMANCE**

Contractor shall perform the Work in accordance with this Contract and the 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, equipment and support services.

Contractor shall perform its obligations hereunder in accordance with the terms of this Contract, Prudent Utility Practices, Applicable Laws and otherwise in a good workman-like and safe manner.

Contractor acknowledges and agrees that it has received from Company the Project Agreements and Permits applicable to each Wind Project and that Contractor has read and fully understands all of the requirements set forth therein. Contractor covenants that it shall comply with all such requirements in performing the Work hereunder.

Contractor shall use commercially reasonable efforts, consistent with the requirements of this Contract and the Project Agreements, to perform the Work in a manner that maximizes revenues generated by the operation of the Wind Projects and to minimize expenses of the Wind Projects.

Contractor shall take all necessary steps to ensure that the Wind Projects operate in accordance with all Applicable Laws and other requirements relating to occupational safety and health or environmental protection, making sure to provide Company prompt written notice of any Laws or requirement upon first learning of the same.

In the event of any Emergency involving a Wind Project or a WTG, Contractor shall take such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage, violation of Law, or loss and shall immediately notify Company of the event. As soon as reasonably practical thereafter, Contractor shall submit a detailed written report regarding such incident, including a description of Contractor's response thereto, to Company.

Nothing in this Contractor shall be read or interpreted as granting Contractor the exclusive right to perform operations and maintenance work on Company's Wind Projects or Work Sites.

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

Time is of the essence. Unless earlier terminated as provided herein, this Contract shall commence as of the Effective Date and terminate on the third (3rd) anniversary date of the latest occurring Commencement Date hereunder ("**Initial Term**"). Company shall have the right to extend the Term for two additional one (1) year terms ("**Extension Term**"). Company shall exercise its right to any Extension Term by providing Notice to Contractor not later than 60 days prior to the end of the Initial Term.

With respect to each Wind Project, Contractor shall be fully mobilized and onsite to perform Services commencing on the applicable Commencement Date. Except as expressly provided herein, Contractor shall not perform any Work at any Wind Project prior to the applicable Commencement Date.

Upon termination or expiration of this Contract, (i) all Work with respect to the Wind Project(s) as required under this Contract shall have been performed through the date of termination, and the Wind Project(s) shall be in materially the same condition as at the start of the Term (except for normal wear and tear); (ii) Contractor shall deliver to Company all of Company's Property; and (iii) at Company's request, Contractor will assist Company with the transfer of operations to a new provider of operation and maintenance services for the Wind Project(s) for an additional period specified by Company up to ninety (90) days, which assistance shall be subject to the terms and conditions of this Contract and shall be to the account of Company at the Reimbursable Expense rates set forth in Exhibit B hereto.

Notwithstanding the expiration or earlier termination of this Contract, 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 sixty (60) 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, and shall consist of the monthly fixed fees contained in subsection “a” of Exhibit B and Reimbursable Expenses pursuant to subsection “b” of Exhibit B.

All invoices shall be sent monthly for payment in arrears and shall be addressed as follows:

PacifiCorp  
Attn: \_\_\_\_\_  
610 Antler Drive  
Casper, Wyoming 82601  
Phone:

**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 and final lien and claim releases executed by Contractor, and interim and final lien and claim releases executed by Subcontractors through the date of each invoice submitted.

Company shall not be liable for any amounts for which Contractor fails to invoice Company unless Contractor provides written notice of such failure or invoicing error within six (6) months following the date on which Contractor’s right to receive such amount(s) first arose.

**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, business and occupation taxes, income taxes and any 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. Notwithstanding anything to the contrary herein, Contractor shall not invoice Company for any tax or fee levied upon Contractor as a result of revenues received by Contractor as a result of this Contract. Contractor shall make all tax payments owed in a timely fashion and Company shall bear no obligation whatsoever associated with penalties or interest liability resulting from Contractors failure to pay taxes or fees in a timely fashion. Contractor shall notify Company in writing ten business days in advance of any action wherein Contractor challenges a taxing authority with respect to any state and local sales or use

taxes, value-added taxes, import duties, payroll taxes, business or occupation taxes, income taxes or any other taxes relating to the performance of the Work.

**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; provided, however, if any tax related to performance of the Work is being challenged by Contractor then Contractor shall retain such associated records until the statute of limitations associated with the particular type of tax expires.

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

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, and if requested by Company the same for the Parent Guarantor.

**ARTICLE 8. SECURITY**

If Contractor does not deliver the Guarantee to Company within thirty (30) days of the date of execution of this Contract by both Parties then Company may, without limiting any of Company's other rights or remedies, terminate this Contract and collect from Contractor the Net Replacement Costs incurred to retain a third party to complete the Work.

In addition, in the event Contractor is unable to satisfy the credit requirements set forth in ARTICLE 7, CREDIT REQUIREMENTS at any time during the Term, or if Contractor or Guarantor experiences a Material Adverse Change at any time during the Term, 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 Company deems appropriate in its reasonable discretion. 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 \_\_\_, Letter of Credit Terms/Form of Acceptable Letter of Credit, Drawing Certificate and Transfer Certificate, 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 upon demand by Company. 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 at law, in equity, by statute or otherwise, withhold from payment amounts which reflect the reasonable cost to repair or replace unsatisfactory Work or the value of any claim under this Contract which Contractor has failed to settle. 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 Law.

#### **ARTICLE 10. DESIGNATED REPRESENTATIVES AND NOTICES**

Prior to commencement of the Work, each Party shall designate by Notice to the other Party a representatives for the Work Site authorized to act on a day-to-day basis on its behalf in the performance of such Party's obligations hereunder; provided, however, the Company's representatives shall not be authorized to amend, authorize a Contract change order or otherwise modify the terms and conditions of this Contract. The Notice shall advise the other Party in writing of the name, address, email address, and telephone number (and cell number) of such designated day to day representatives. Thereafter, such Party shall inform the other Party by Notice of any subsequent changes 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 Notice required or permitted to be delivered under the terms of this Contract shall be delivered to the representative of the other Party as designated below. All 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, and shall be effective when received. The Parties' addresses for purposes of Notice shall be as set forth below:

[PacifiCorp:

If to Company:

If to Contractor:

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

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

Attn:

Attn:

Phone: ( )

Phon:

With a copies to:

PacifiCorp

825 NE Multnomah Drive, 15<sup>th</sup> Floor

Portland, Oregon 97232

Attention: Managing Director, Renewable Resources

PacifiCorp

1407 West North Temple, Rm 320

Salt Lake City, Utah 84116

Attention: Vice President & General Counsel

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 Work so as to conform with the requirements of this Contract; and (ii) remove from the Work Site(s) all Deliverables 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 at law or in equity, correct the Work and remove and dispose

of rejected Deliverables at the expense of Contractor, and may deduct from amounts due Contractor any cost so incurred by Company. 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 Prudent Utility Practices.

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

Contractor warrants that all Work performed shall conform to the specifications, requirements and other descriptions set forth in this Contract and shall be free from defects (patent or latent) in design, materials or workmanship. Contractor further warrants that all 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.

At any time for a period of two (2) years from the date of final completion of the Work and acceptance by Company, Contractor shall at its own expense (including in/out costs) 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 further period of one (1) additional year following Company's acceptance of such repair, replacement or re-performance, or the remainder of the original two (2) year period, whichever is longer.

If Contractor fails to promptly make any repair, replacement or re-performance as required herein, Company may conduct the necessary repair, replacement or re-performance 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, the Contractor shall reimburse the Company for the cost of any warranty repair, replacement or re-performance self-performed by Company or by Company's contractor(s).

If any Deliverables 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 a reasonable time thereafter. 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, the Contractor shall reimburse the Company for the cost of any Emergency warranty work self-performed by Company or by Company's contractor(s).

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. [OPTIONAL -- AVAILABILITY GUARANTEE; LIQUIDATED DAMAGES]**

[If the Contractor fails to meet the Availability Guarantee Company will incur some degree of damages. The Parties expressly acknowledge and agree that it would be difficult or impossible to determine with absolute precision the amount of damages that would or might be incurred by Company as a result of Contractor's failure to meet the Availability Guarantee. The Parties accordingly agree, having taken into account all factors that they deem appropriate, including without limitation all of their respective rights and obligations under this Contract, that liquidated damages are in lieu of actual damages, and are the Parties' reasonable assessments of fair



compensation for the losses and damages that can reasonably be anticipated to be incurred by Company from such failures with respect to such matters, and do not constitute a penalty. The payment of liquidated damages (and, to the extent applicable, termination of the Contract by Company for default in accordance with the terms hereof) shall be Contractor's sole and exclusive obligation and Company's sole and exclusive remedy with respect to the failure to timely perform in accordance with the Availability Guarantee set forth in this Contract.] Nothing in this Article 13 shall be interpreted to limit Company's ability to also pursue all its remedies (contractual, at law or in equity) for losses, damage or destruction to the Work, the Wind Projects, the Work Site, or other property (real or otherwise) suffered by Company, its officers, directors, or employees as a result of Contractor's negligent acts or omissions or willful misconduct, or that of parties for whom Contractor is responsible.

In the event that the provisions for the payment of liquidated damages in this Contract for the Availability Guarantee are held to be unenforceable as a matter of law, Contractor agrees to pay to the Company all actual damages suffered by the Company due to the circumstances giving rise to the liability to pay liquidated damages (had they been enforceable) including loss of profit or income, loss of use, loss of production, loss of contracts, incidental damages, and consequential damages but subject to the maximum amounts which would have been payable if the liquidated damages provision had been enforceable.]

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

Subject to the provisions of ARTICLE 10, DESIGNATED REPRESENTATIVES AND NOTICES, the 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; provided, however, such changes shall only be valid if executed by a representative of the Company authorized to do so. If any such direction results in a material change (whether an increase or a reduction) 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 37, CLAIM NOTICE AND RESOLUTION PROCEDURE.

No change shall be binding upon Contractor or Company until a change order is executed by an authorized representative of both Parties which EXPRESSLY STATES THAT IT CONSTITUTES A CHANGE ORDER OR AMENDMENT 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 OR AMENDMENT 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, including without limitation the insurance provisions of same, and shall furnish proof thereof satisfactory to Company prior to commencing Work.

Employers' Liability. Contractor shall maintain employers' liability insurance with a minimum single 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 \$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 and advertising injury liability, with the contractual exclusion removed
- h. Coverage for removal, and packaging of hazardous materials as required by licensed hazardous waste material facilities
- i. The policy shall not exclude asbestos bodily injury to employees of the Company, Contractor, and Subcontractors
- j. If the policy or any endorsement contains a provision which limits or eliminates bodily injury or property damage coverage based on final air fiber clearance levels, the policy shall be modified so that it is consistent with the clearance level (F/CC) and the appropriate analytical testing protocol contained in the project specifications.

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 including sudden and accidental pollution liability, with respect to Contractor's and Subcontractors' vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Work.

Note: Endorsements MC 90 and CA 9948 are required to be attached to insurance policies insuring vehicles of Contractor and Subcontractors if hazardous materials or waste are to be transported.

Professional Liability. Contractor shall maintain professional liability insurance covering damages arising out of errors or omissions of professional judgment, advice or consultation, or negligent acts or omissions committed by Contractor in the performance of this Agreement or the pertinent contract that incorporates the master terms and conditions of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed.

Umbrella or Excess Liability. Contractor shall maintain umbrella or excess liability insurance with a minimum limit of \$10,000,000 each occurrence/aggregate to be excess of the insurance coverage and limits required in employers' liability insurance, commercial general liability insurance, business automobile liability insurance, and professional liability insurance, above, and contractor's pollution liability, below. Contractor shall provide Notice to Company, if at any time its minimum umbrella limit is not available during the Term, and will purchase additional limits, if requested by Company.

Contractor's Pollution Liability. Contractor shall maintain insurance with coverage limits of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate (the annual aggregate includes a per job limit of \$5,000,000) to include:

- a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- b) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- c) defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
- d) definition of pollution conditions shall include damage to natural resources within the definition of property damage resulting from the Contractor's and Subcontractors' of any tier, work/operations.

The foregoing coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollution into or above land, the atmosphere or any watercourse or body of water

Contractor shall provide Notice to Company, if at any time its minimum contractor's pollution liability limit is not available during the Term, and will purchase additional limits, if requested by Company.

Contractor's Equipment. Contractor or Subcontractors of any tier, shall provide insurance for their own equipment being used at the Site and not becoming permanent works of the Work Site.

Subcontractor's Insurance. Should the Company permit the Contractor to subcontract any portion of the Work under this Contract, the Contractor shall, before permitting any of its Subcontractors to perform any such Work at the Work Sites, require each Subcontractor to carry commercial general liability (including sudden and accidental pollution liability), business automobile liability, excess/umbrella liability, contractor's pollution liability, and workers' compensation/employers' liability with terms and limits meeting the requirements specified above, or as otherwise satisfactory and agreed to by Company. In addition, before permitting any Subcontractors providing professional services to perform any such Work, Contractor shall require such Subcontractors to carry professional liability insurance covering damages arising out of errors or omissions of professional judgment, advice or consultation, or negligent acts or omissions committed by such Subcontractor in

the performance of such Work, with a liability limit of not less than \$1,000,000 each claim. Subcontractor shall maintain this policy for a minimum of two (2) years after completion of the Work or shall arrange for a two (2) year extended discovery (tail) provision if the policy is not renewed. Contractor shall remain responsible and indemnify the Company for any losses, including defense costs that exceed any of its Subcontractor's insurance. Prior to the commencement of Work by any Subcontractor on the Work Sites, the Contractor shall provide to the Company certificates of insurance evidencing that each Subcontractor carries insurance as required.

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

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 evidencing the issuance of all the required insurance policies shall be furnished to Company prior to commencement of Work by Contractor.

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 officers, directors, employees, agents, representatives or Subcontractors of any tier, their officers, directors, employees, agents or representatives due to or arising out of the performance or nonperformance of Contractor's obligations under this Contract, including breaches hereof, 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 caused by the sole negligence of any of the Indemnitees.

For Work performed in the States of Oregon and Washington, and to the limited extent that this Contract requires Contractor to perform Work meeting the statutory definition of "construction" in any of the above-referenced states, Contractor's indemnity obligations under this Article shall extend only to liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor, or the fault of the Contractor's agents, representatives or Subcontractors.

To the extent applicable, Contractor specifically and expressly waives any immunity under Industrial Insurance, Title 51, RCW, Workers' Compensation Law, Chapter 656, ORS or Workers' Compensation, Chapter 85, IC, as applicable, and acknowledges that this waiver was mutually negotiated by the Parties herein. 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. CONTRACTOR'S PERSONNEL/DRUGS, ALCOHOL AND FIREARMS**

Contractor shall employ in the performance of the Work only persons qualified for the same. Contractor shall be solely responsible for the training of its Personnel and its Subcontractors, and Contractor shall retain sole authority, control and responsibility with respect to labor matters in connection with the performance of Work by its Personnel and its Subcontractors. 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 Sites, 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 and the Work Site, 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, intoxicating liquor or otherwise impaired so as to result in an unsafe work condition, and such person shall not again be employed in the performance of the Work herein without the consent of Company.

#### **ARTICLE 18. ACCESS TO COMPANY'S FACILITIES**

##### **18.1 Requirements for Unescorted Personnel and Sensitive Personnel**



Access to Company controlled areas is granted on an as-needed basis only in accordance with Company's internal badge and access policy. Additionally, Company is required to comply with certain federally mandated critical infrastructure protection standards (CIPS) 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 bulk electric system and the utilities that operate it. Company shall specify in the Scope of Work whether or not the Work under this Contract requires either: (i) authorized unescorted physical access to Company's Facilities (*i.e.*, use of Unescorted Personnel); or (ii) authorized unescorted physical access or authorized cyber access to Company's CIPS Covered Assets (*i.e.*, use of Sensitive Personnel). For all Personnel who require either such access, Contractor shall:

- a. Conduct, at Contractor's cost and expense, a Personnel risk assessment to include at a minimum an identity verification and seven-year criminal background check for the current and past countries of residence of all Unescorted Personnel and Sensitive Personnel. 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. A background check completed within two (2) years prior to the date the Contractor signed a Contractor/Vendor Information Form for each such person will be considered valid. Following the initial background check, updates shall be performed no less frequently than every seven (7) years or upon request by Company. In the event Company notifies Contractor of impending expiration of the background check of any Unescorted Personnel or Sensitive Personnel, Contractor shall provide an updated Contractor/Vendor Information Form reflecting a refreshed background check within twenty (20) days of receipt of the Notice in order to avoid revocation of such person's access. An appropriate authorization form must be signed by each of the Unescorted Personnel and Sensitive Personnel prior to a background check being conducted, acknowledging that the background check is being conducted and authorizing the information obtained to be provided to Company;
- b. Ensure that Unescorted Personnel and Sensitive Personnel have passed the background checks outlined in subsection 18.1(a) prior to requesting unescorted physical access and/or cyber access to Company's Facilities and/or CIPS Covered Assets, as applicable. In the event any such person: (i) is currently under indictment for a crime punishable by imprisonment for a term exceeding one year; (ii) has been convicted (within the past seven years) in any court of a crime punishable by imprisonment for a term exceeding one year; (iii) is currently a fugitive of justice; or (iv) is an alien illegally or unlawfully in the United States, such person shall be considered a "restricted person" and may not be Unescorted Personnel or Sensitive Personnel without prior written consent from Company;
- c. Ensure that Unescorted Personnel and Sensitive Personnel complete Company provided or approved initial CIPS compliance training prior to requesting unescorted physical access and/or cyber access to Company's Facilities and/or CIPS Covered Assets, as applicable;
- d. Ensure that Unescorted Personnel and 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 \_\_, SUBSTANCE ABUSE; DRUG AND ALCOHOL POLICY; and

- e. Keep accurate and detailed documentation to confirm completion dates for background checks and all CIPS compliance training (initial and annual training, to the extent applicable), and certify to Company such documentation by completing a Contractor/Vendor Information Form, attached as Exhibit \_\_ hereto, for each Unescorted Personnel or Sensitive Personnel. Company has the right to audit Contractor's records supporting each Contractor/Vendor Information Form submitted to Company and to verify that the requisite background checks and CIPS compliance training were performed. Contractor shall provide Company with all requested records supporting Contractor/Vendor Information forms within a reasonable time after receiving such a request, and in the form requested by Company, but not longer than three (3) business days following the date of such request.

Contractor shall not allow any Unescorted Personnel or Sensitive Personnel who have not met the foregoing requirements of this subsection 18.1 to perform Work, unless Contractor has received prior written consent from Company.

### 18.2 Additional Access Requirements Specific to Sensitive Personnel

In addition to the access requirements outlined in subsection 18.1, with respect to all Sensitive Personnel, Contractor also shall:

- a. Ensure that Sensitive Personnel (and any Personnel with access to CII) are informed of and comply with Company's CII requirements contained in any confidentiality agreement previously executed by Contractor as well as the CII requirements set forth herein in ARTICLE \_\_, CONFIDENTIAL INFORMATION; NONDISCLOSURE;
- b. In addition to the initial CIPS compliance training requirement outlined in subsection 18.1(c), ensure that Sensitive Personnel complete annual Company provided or approved CIPS compliance training within Company's prescribed training window; and
- c. Immediately report both (i) Sensitive Personnel terminations for cause and (ii) all other Sensitive Personnel terminations or changes in employment status for those who no longer require access, to the Company's Technology Resource Center (TRC). The TRC is available by calling either (503) 813-5555 or (801) 220-5555.

Contractor shall not allow any Sensitive Personnel who have not met the foregoing requirements of this subsection 18.2 to perform Work, unless Contractor has received prior written consent from Company.

### 18.3 Audit

Contractor shall keep such full and detailed documentation as may be necessary for substantiation of compliance with the Agreement. The method for maintaining documentation shall be satisfactory to Company. Company or its designee shall be afforded access to, and allowed to make copies of all Contractor's records, books, correspondence, instructions, drawings, agreements, memoranda and similar data that, in Company's judgment, relate to the Agreement. This documentation will be available at Contractor's regular place of business during normal working hours or provided to Company in a reasonable alternative manner as may be requested by Company. Contractor shall preserve all such documentation for a period of three (3) years after completion of the Work or Services or longer where required by law. These requirements shall also apply to all Personnel, of any tier, and to all companies that are wholly or partially owned by

or are affiliated with Contractor.]

#### 18.4 Access Rights Generally

Subject to the requirements set forth in this Contract (including without limitation the confidentiality obligations set forth in ARTICLE 47, CONFIDENTIAL INFORMATION/NONDISCLOSURE and Contractor's obligations to return Company Property at termination or expiration of this Contract) or otherwise provided for under Applicable Law or the Project Agreements, Company shall provide Contractor and its Subcontractors, agents and employees with reasonable access to the Wind Project(s) and the Work Site(s), turbine data, passwords, dongles and the SCADA system, for the purpose of performing, and as required for the performance of, Contractor's duties under this Contract. Company and its agents, employees and invitees shall retain full and free access to the Wind Project(s) and Work Site(s), without prior notice to Contractor, in order to perform any investigations, studies, operations and maintenance work, maintain offices or other activities deemed appropriate by Company in its sole discretion (including observation, review, and inspection of Contractor's, and its Subcontractors', performance hereunder).]

#### **ARTICLE 19. SUBSTANCE ABUSE/DRUG AND ALCOHOL POLICY**

- (a) Contractor shall have and ensure compliance with a substance abuse/drug and alcohol policy that complies with all applicable federal, state and/or local statutes or 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.
- (e) Additional drug testing requirements may apply, as provided in the Scope of Work or any other exhibit attached hereto, including Exhibit F.

#### **ARTICLE 20. DEPARTMENT OF TRANSPORTATION**

Contractor shall ensure U.S. Department of Transportation compliance, including but not limited to valid driver's license, necessary Permits, equipment inspections, hours of service and all appropriate documentation for any Personnel who may drive while performing the Work.

**ARTICLE 21. BUSINESS ETHICS**

Contractor, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Contractor's obligations under this Contract. In conjunction with its performance of the Work, Contractor and its employees, officers, agents and representatives shall comply with, and cause its Subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Company Code of Business Conduct. Without limiting the generality of the foregoing, Contractor specifically represents and warrants that neither Contractor nor any Subcontractor employees, officers, representatives or other agents of Contractor have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence his, her, or its decision or to gain any other advantage for Company or Contractor in connection with the Work to be performed hereunder. Contractor shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify Contractor's compliance with this Article. Company shall be permitted to audit such records as reasonably necessary to confirm Contractor's compliance with this Article. Contractor shall immediately provide notice to Company of any facts, circumstances or allegations that constitute or might constitute a breach of this Article and shall cooperate with Company's subsequent investigation of such matters. Contractor shall indemnify and hold Company harmless from all fines, penalties, expenses or other losses sustained by Company as a result of Contractor's breach of this provision. The Parties specifically acknowledge that Contractor's failure to comply with the requirements of this Article shall constitute a condition of default under this Contract.

**ARTICLE 22. 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(s). 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 shall confirm that each of its employees and the employees of Subcontractors employed in the performance of the Work may legally work in the United States and, if requested by Company, shall demonstrate evidence of such legal right to work.

**ARTICLE 23. 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 24. 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 25. SITE REGULATIONS**

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

**ARTICLE 26. 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 Work. Prior to the start of any Work, 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 including, but not limited to, Occupational Safety and Health requirements for low, medium and high voltage switching of electrical equipment and the appropriate utilization of lock out tag out procedures and protocols.

Contractor shall conduct all Work and related operations 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 that are incident to or related 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 27. PROTECTION OF AND RESPONSIBILITY FOR EXISTING FACILITIES AND EQUIPMENT**

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. Contractor shall be responsible for all costs of repair of damage to the Wind Projects to the extent caused by Contractor.

Contractor shall have the risk of loss for equipment transported off of any Work Site by Contractor pursuant to the performance of Work hereunder.



**ARTICLE 28. 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 29. PROGRESS MEETINGS**

Company will conduct periodic meetings with Contractor, at times deemed reasonable by Company.

**ARTICLE 30. SUPERINTENDENCE BY CONTRACTOR**

Contractor shall have competent supervisory personnel, satisfactory to Company, present at the Work Site(s), who are vested with authority to act for Contractor at all times the Work is in progress.

**ARTICLE 31. USE OF PREMISES**

Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services and take all other appropriate measures to properly protect the safety of any person having access to or near affected areas of the Work Site(s).

Contractor shall confine the storage of materials and equipment, its shop and office facilities to locations designated by Company (“O&M Facility”) and maintain the O&M Facility and all other areas where Contractor performs Work in accordance with all Applicable Laws. Unless reasonably expected to be utilized in the performance of the Work, Contractor shall not store equipment at a Work Site(s).

With respect to the O&M Facility, Company shall provide janitorial services, water, electricity, heating and cooling, sewage, telephone and broadband access and building maintenance. Contractor shall be responsible for its own office furniture, office supplies (including computers, etc.), long distance telephone calls and any internet services or other communications and connections not provided by the Company. Contractor shall be responsible for timely repair of damage to an O&M Facility caused by Contractor that is beyond normal wear and tear. Contractor shall timely replace any Company equipment in an O&M Facility that Contractor damages. Contractor agrees that it has inspected the O&M Facility and has determined the portion of the O&M Facility allocated to Contractor is adequate in size and the accommodations sufficient to perform the Work. Should Contractor require a facility or facilities, other than the O&M Facility, to perform the Work then Contractor shall supply such facility or facilities solely at Contractor’s expense.

**ARTICLE 32. 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 33. 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 34. CLEANUP**

Contractor immediately shall report all fluid spills, regardless of size, to Company in accordance with Company procedures. Contractor shall keep the Work Site(s), including storage areas used by it, free from accumulation of waste materials or rubbish, and prior to completion of the Work shall remove and properly dispose of any waste materials and rubbish from and about the Work Site(s), as well as remove all tools and equipment not property of Company. Upon completion of the Work, Contractor shall leave the Work Site(s) in a condition satisfactory to Company.

If Hazardous Materials at any Wind Project or on any Work Site results in contamination or deterioration of water or soil at a level of contamination greater than the levels permitted by any Governmental Authority having jurisdiction over such contamination, then Contractor immediately shall advise Company (and the applicable regulatory agency if required by Applicable Law) and, to the extent such contamination or deterioration was caused by Contractor or a Subcontractor of any tier, then Contractor shall at its sole cost and expense, promptly take any and all action necessary to clean up and remove such contamination or deterioration, unless the Company and Contractor agree to a different arrangement.

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 35. 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 Services and Deliverables furnished by Contractor or 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, at any time, any lien is filed by Contractor or Subcontractors in connection with the Work, Contractor will, within ten (10) calendar days after receiving from Company written Notice of such lien, 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 36. 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 37. 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 (including without limitation claims with respect to any Force Majeure Event), 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, but in no event less than ten (10) days thereafter, 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. If Contractor fails to provide such Company Claim details within such period, such failure will constitute a waiver of all of Contractor's rights with respect to the Claim.

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 the Work.

**ARTICLE 38. 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 (unless otherwise requested by Company); (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, if any, incurred by Contractor as a result of suspension, if commercially reasonable efforts will not obviate the need for such costs; provided, however, that if the suspension is due to Contractor's failure to comply with the Contract, no such payment shall be made. Similarly, if Contractor realizes savings as a result of the suspension it shall credit such savings to Company.

**ARTICLE 39. TERMINATION FOR CONVENIENCE**

Company may terminate this Contract in whole or in part at any time without cause prior to its completion by sending to Contractor 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 40. TERMINATION FOR CAUSE**

1. For purposes of this 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 five (5) days after receipt of written Notice from Company. 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 properly, or Contractor's failure in any respect to prosecute the Work described in this Contract or any part hereof 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, 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 filing 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 reasonably 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 cure 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 terminated portion of 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 Deliverables 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(s) belonging to Company (including Company's work product) which are under the control of Contractor, and Company may finish the Work by whatever method it may deem expedient, including without limitation: (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 for Work already performed 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, statute, in any other agreement between the Parties or otherwise (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 41. FORCE MAJEURE AND 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, and both Parties agree that the Force Majeure provisions apply only to the extent that such an event actually prevents performance by the party. 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. Time guarantees that carry with them the potential for imposition of any liquidated damages, if applicable, shall be extended by an amount of time equivalent to the length of time of the above-mentioned extension of the required completion date. The burden of proof with respect to any Force Majeure Event shall be on the Party claiming to be affected thereby.

**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 by Company 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 and 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.

**Contractor Caused Delays.** In the event the Work is not delivered in accordance with the times specified in the Scope of Work, and the delay is in no way related to either a Force Majeure Event or Company-caused delay, Company shall have all remedies available to it under contract, law and equity, statute, in any other agreement between the Parties or otherwise.

**Request For Time Extension.** Any request for time extension or additional compensation shall be made in accordance with ARTICLE 37, 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 42. SITE INVESTIGATION**

Contractor represents it has reviewed the O&M Procedures Manuals made available to Contractor by Company (including all technical information letters (TILs)) and that such O&M Procedures Manuals fully and completely describe the proper operation and maintenance of the Wind Projects.

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 and other physical conditions at the Work Site(s), 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 43. 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(s) 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 42, SITE INVESTIGATION; or (ii) unknown physical conditions at the Work Site(s), 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 42, 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 37, CLAIM NOTICE AND RESOLUTION PROCEDURE.

**ARTICLE 44. COMPLIANCE WITH LAWS**

Contractor shall at all times comply with all Applicable Laws and Permits, 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, and employees 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 45. 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 46. 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 Wind Project(s) or Work Site(s) shall be

used in any advertising or other promotional context by Contractor without the express prior written consent of Company.

**ARTICLE 47. 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; and (vii) wind turbine data and other data acquired by Contractor in 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, vis-à-vis the Work, 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 further 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 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 the above-mentioned Confidential Information and nondisclosure terms. (Subcontractors shall not be provided any CII unless approved in writing by Company. In such circumstances all of the foregoing restrictions shall apply.)

**ARTICLE 48. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT; TITLE TO MATERIALS**

All materials prepared, developed or provided to Company by Contractor or its employees, or Subcontractors or their employees or agents in the performance of the Work under this Contract, including without limitation documents, calculations (e.g., Wind Project/WTG formulas and algorithms, etc.), maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples (collectively, “**Work Product**”) shall become the property of Company when prepared or provided to Company and shall, together with any materials furnished Contractor, Subcontractor or their employees by Company hereunder (collectively with the Work Product, “**Company Property**”), be delivered to Company upon request, and, in any event, no later than termination or final acceptance of the Work. Contractor agrees that all of Company’s Property which is subject to protection under copyright laws constitutes “work made for hire,” and all copyrights applicable thereto shall belong to Company. Moreover, Contractor assigns to Company all intellectual property rights in Company Property whether by way of copyright, trade secret or otherwise, and whether or not subject to legal protection. Solely for the purpose of enabling Contractor to perform Work hereunder, Company hereby grants Contractor a limited, non-exclusive license to use Company Property during the performance of the Work. Such license shall automatically expire immediately upon the termination or expiration of this Contract.

Consistent with its ownership of same, Company shall have the right to reproduce and/or use the Company Property if the Company, in its sole discretion, finds such reproduction/use appropriate, including without limitation for furtherance of the Work or with respect to the ongoing operation, maintenance, improvement, repair or alteration of the Work, the Wind Projects, a related facility, or any subsystem or component of the foregoing. This Article 48 shall pertain regardless of any notices, labels, legends, warnings or disclaimers on, or given with respect to, such Company Property.

Except as provided hereafter, Contractor shall retain all rights to its preexisting standard specifications, computer software or other established intellectual property. Notwithstanding the foregoing sentence, Contractor hereby grants Company a perpetual, paid-up, non-exclusive license to any and all such intellectual property related to the completion of the Work and the ongoing operation and maintenance of the Wind Projects. Such license shall include the right to share such intellectual property with Company’s contractors, consultants, employees, officers, directors, agents, etc., who are engaged in the the operation and maintenance of the Work or Wind Projects, provided all such persons who are not employees, officers or directors shall first sign a reasonable confidentiality agreement concerning same.

Title to all Spare Parts, Consumables, materials and supplies purchased for a Wind Project, whether purchased by Contractor or Company, shall reside in and remain with Company. Contractor warrants that it will pass good and clear title to Company with respect to all of said Spare Parts, Consumable, materials and supplies.



**ARTICLE 49. PATENT AND COPYRIGHT INDEMNITY**

Contractor shall indemnify, defend, and hold harmless Company, its directors, officers, and employees 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, or other intellectual property rights, including claims thereof pertaining to or arising from Contractor's performance under this Contract. If notified promptly in writing and given reasonable authority, information and assistance, Contractor shall defend, or may settle at its expense (provided Company has reasonable advance notice thereof and opportunity to comment, and provided no admission of fault on Company's part is agreed to without Company's consent), any suit or proceeding against Company so far as based on a claimed infringement, and Contractor shall pay all damages and costs awarded therein against Company due to such breach.

In case any Work is in such suit held to constitute such an infringement and the use of said Work 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 Work, or replace same with a non-infringing Work, or modify same so it becomes non-infringing, or remove the Work and refund the purchase price and any other related costs separately paid by Company. If removal renders the Work or any part thereof unusable for the intended purposes, Contractor shall refund all monies paid for the Work.

**ARTICLE 50. 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 51. SUBCONTRACTS**

Except with respect to the pre-approved Subcontractors set forth in Exhibit I, Contractor shall not subcontract any or all of the Work without prior written consent of Company. 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 Subcontractors of any tier and Company.

**ARTICLE 52. 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 in the given instance or on any future occasion.

**ARTICLE 53. 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 54. APPLICABLE LAW AND VENUE**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the state of Oregon. 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. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED..

**ARTICLE 55. SURVIVABILITY**

The terms and conditions set forth in Articles 1, 3-6, 9, 10, 12, 13, 15, 16, 35, 37, 39-41, 44-57 shall survive the expiration or termination of this Contract. Further, to the extent warranty work is performed by Contractor following the expiration or termination of this Contract, all terms and conditions set forth in this Contract shall apply.

**ARTICLE 56. CONFLICT MINERALS**

Supplier shall provide to Company information on the content of products, manufactured or contracted to be manufactured by Supplier for Company, that utilize or contain the “conflict minerals” wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals: tantalum, tin and tungsten. The information will be provided in a form that will allow Company to verify compliance with Section 1502 of the Dodd-Frank Act (the U.S. Conflict Minerals Law) and will include evidence of the origin or sources of the conflict minerals. The information will be submitted at or prior to the time of delivery of products in a form approved and/or designated by Company from time to time. Supplier shall obtain Company’s prior written consent before providing any products to Company that include conflict minerals originated from the Democratic Republic of Congo or the nine adjoining conflict countries; Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia. Supplier shall maintain effective accounting procedures, internal controls and audit procedures necessary to record the country and place of origin of all minerals included in products provided to Company, and to verify compliance with this Article. Company shall be permitted to audit such records as reasonably necessary to confirm Supplier’s compliance with this Article. Supplier shall indemnify and hold Company harmless for all fines, penalties, expenses or other losses sustained by Company as a result of Supplier’s breach of this Article.

**ARTICLE 57. 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) the 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 58. 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:**

**COMPANY:**

**By:** \_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_  
(Type or Print)

**Name:** \_\_\_\_\_  
(Type or Print)

**Title:** \_\_\_\_\_  
\_\_\_\_\_  
(Date Executed)

**Title:** \_\_\_\_\_  
\_\_\_\_\_  
(Date Executed)

**EXHIBIT A**  
**SCOPE OF WORK**

**A. General.**

This Contract is based on a defined scope of services, described in this Scope of Work which shall be performed by the Contractor for a fixed fee. Optional services (as defined by this Scope of Work) may be elected by Company for an additional fixed fee.

Work requested and approved by the Company and executed by the Contractor outside of the defined Scope of Work will be performed on a time and material basis unless otherwise mutually agreed between the parties.

1. Work Site(s) and Wind Project(s).
  - a. Work shall be performed at the Wind Project at \_\_\_\_\_.
2. All written and oral communications regarding the Work, including reports, documentation, logs and other Deliverables included in this Scope of Work, shall be delivered in English.
3. All Work shall be performed as set forth herein, consistent with the O&M Procedures Manual, Contractor's recommendations (as approved by Company), other procedures as may be required by Company, Prudent Utility Practices, Company safety policies and procedures (except in cases where Contractor safety procedures are more stringent, but only with Company approval) and shall be performed in accordance with all Applicable Laws.
4. Contractor shall coordinate all services with Company designee including weekly work hours.
5. Contractor shall supply all tools and equipment required to complete the Services including but not limited to those used in troubleshooting efforts such as video probes, thermal cameras, voltage meters, laptops (with appropriate software), fiber optic communication equipment, etc. All equipment and tools used by the contractor in performance of the Services shall be used in accordance with their designs, limits and intentions. Equipment and tools shall be well maintained, calibrated and/or tested in accordance with applicable laws, standards, and best practices.

**B. Safety, Security, and Environmental.**

1. Prior to execution of this Contract, Contractor shall have provided to Company (i) Contractor's policies and procedures regarding confined space entry, elevated work, switching and energy isolation; and (ii) Contractor's safety handbook. These documents are made a part of this Contract by this reference. Company's safety policies and procedures, as provided to Contractor, shall take precedence except in cases where Contractor's policies and procedures are more stringent than Company's policies and procedures.

2. Contractor shall provide environmental health, quality assurance and quality control and safety programs for Contractor's work force in accordance with the requirements of this Contract. The Work includes but is not limited to (a) pre-employment drug screens, random drug screens, drug and alcohol screens for cause, and post-accident drug and alcohol screens, pre-employment physicals, tower rescue training, first aid, automatic external defibrillator (AED) and CPR certification training, job task safety analysis, accident and injury investigation and reporting, tailboard and monthly staff meetings, maintenance of emergency response and safety equipment, safety inspections of the Wind Site(s), and (b) development, management and upkeep of safety and health guidelines including: identification of personal safety equipment, code of safe practices, general safety rules, safety rules for climbing WTGs, unsafe condition reporting program, Safety Data Sheets (formally known as Material Safety Data Sheets), waste removal and storage program, hazardous communication plan, new employee safety orientation and EHS audit program, and compliance with Company's spill prevention control and countermeasure process. Contractor shall provide copies of all environmental health, quality assurance and quality control and safety programs to Company upon request.
3. Contractor shall provide onsite supervision and coordination of site safety to ensure adherence to Applicable Laws, Contractor's policies, the requirements of this Contract and Work Site-specific rules.
4. Contractor shall provide health and safety audits in accordance with Contractor's policies and procedures at regular intervals, or as requested by Company.
5. When providing tower rescue training for its personnel, Contractor will also include up to two (2) of Company's designated employees in such training at Company request.
6. Emergency Management
  - a. Contractor's site manager and EHS manager shall conduct with each local emergency response agency (at a minimum) an annual meeting and with agency agreement an emergency drill with Contractor's personnel.
7. Contractor shall, in the course of performing the Work, support Company efforts regarding wildlife and livestock reporting, monitoring and management in accordance with Applicable Laws, Company Policy, Company Avian Protection Plans (APP) (as amended), Company Wildlife Incident and Reporting Handling System (WIRHS) (as amended) and relevant agency guidance, such activities shall include:
  - a. Immediate reporting of any avian, bat or other carcass discoveries to Company; and
  - b. Contact Company for removal of livestock or wildlife (except avian or bat) carcasses that can be removed pursuant to Applicable Law and

- c. Assist in reporting, removing, tarping, securing, and/or handling of avian, bat or other carcasses in strict accordance with instructions from Company.
  - d. Attending annual (or as requested) training regarding wildlife and livestock reporting, monitoring, and management.
8. Contractor shall use, store, label, transport, transfer, and/or dispose of all waste products in accordance with Company policy, Applicable Laws, and the Company compliance officer. Contractor shall provide Company with copies of all waste disposal manifests (if any). All manifest and records, including Contractor training records and monthly inspection documents, shall be maintained on-site and in accordance with Company policy and Applicable Laws.
9. Waste requirements:
  - a. Contractor shall place all office and general waste in containers provided by Company for disposal by Company at Company expense.
  - b. Contractor shall place all recycling items (such as aluminum cans, cardboard, plastic, paper, wood, metal etc.) in containers provided by Company for disposal by Company at Company expense.
  - c. Contractor shall place all universal waste (florescent tubes, batteries, etc.) and non-hazardous waste (oily debris, etc.) in containers provided by Company for disposal by Company at Company expense.
  - d. Contractor shall place all hazardous waste in Company provided containers, and deliver to the Company-provided hazardous waste storage facility hazardous wastes, including Hazardous Materials, resulting from the performance of the Work in strict accordance with all Applicable Laws for disposal by Company at Company expense.
10. Contractor shall perform first time on-site and monthly inspections of all Contractor' (or its Subcontractors', or Affiliate's) vehicles and mobile equipment used at the Project to perform the Services in accordance with the inspection checklist. Vehicles must be kept street legal, safe to operate, leak free and clean in appearance.
11. Contractor shall maintain and perform required inspections of fire protection and safety equipment. Company will perform an annual inspections of the O&M building's fire protection systems, including the portable fire extinguishers designated for the building.
12. Contractor shall comply with Wind Project site safety and security programs, which shall include:
  - a. Reasonably cooperate during planned and unplanned outages involving multiple parties;



- b. Locking gates and doors at appropriate times as directed by Company;
- c. Reviewing the integrity of fences, gates, and other security measures during the course of normal business;
- d. Dismissing and/or reporting trespassers, as appropriate. Contractor shall immediately notify Company of any trespassers whether dismissed or reported.
- e. Contractor shall obey all Company speed limits as posted by sign and or published in Company documents provided to Contractor; and
- f. Provide regular health and safety audits of the Wind Projects in accordance with Contractor's policies and procedures or as reasonably requested by Company.

C. Staffing.

Contractor shall provide such assurances as may be reasonably requested by Company that will evidence Contractor's readiness to be fully mobilized at the Project by the Commencement Date. Without limiting the foregoing, no later than 90 days prior to the mobilization date for each Project or 30 days following award of the Contract, whichever is later, Contractor shall provide Company with a transition plan having such form and substance as is reasonably acceptable to Company and which will include, among other things, the identification of and resume for each wind plant supervisor proposed by Contractor who shall have not less than five (5) years of experience as a site supervisor (unless otherwise approved by Company) for a wind plant, and resumes for other individuals representing 50% of the proposed work force at each Work Site, as a representative sample of the caliber of personnel to be assigned to the Work Sites. Company understands that such individuals may be replaced with other qualified individuals by Contractor from time to time, provided that Company retains the right to review the resumes of all Contractor employees at any time. No one shall be assigned to the position of site supervisor without the advance written approval of Company.

1. Contractor shall provide qualified supervision of employees of Contractor and its Subcontractors.
2. Contractor shall maintain an appropriate and effective work force through proper hiring, training, administration, compensation, management and administration of contracted labor and services as necessary to perform the Work in accordance with the terms of this Contract. Training shall be as required by Applicable Laws, this Contract and Company's and Contractor's policies and procedures.
3. Contractor shall provide appropriate training to its staffing necessary to safely operate all site equipment including but not limited to forklifts, shop hoists, building cranes, back-up generators, building utilities, etc.

4. Except with respect to pre-approved over-time work that qualifies as a Reimbursable Expense, Contractor shall not be entitled to any additional compensation in the event Contractor's staff is required to work outside the normal forty (40) hour work week in order to meet Contractor's obligations under this Contract.
5. Contractor shall provide any and all technical and engineering support required for the Services.
6. Company reserves the right to have its own staff or contractors work alongside and hand-in-hand with Contractor's employees. Company's use of its own staff or contractors on Work Sites for any purpose will not relieve Contractor of its contractual obligations.
7. Contractor shall provide technicians for each Wind Site as requested by Company to perform additional or after hour work that would be considered a reimbursable expenses. At least one technician must be technically trained and have a minimum of one year experience with the WTG platform and equipment.

D. Scheduled turbine maintenance activities

1. Contractor shall perform and document WTG scheduled maintenance and inspections in accordance with the requirements of this Contract, the equipment manufacturer's recommendations, technical information letters, the O&M Procedures Manual, Contractor's recommendations (as approved by Company), and Prudent Utility Practice. Contractor will perform other reasonable requirements of the Company as such requirements do not materially affect performance of the fixed fee services and does not result in overtime by Contractor personnel or the use of subcontractors.
2. Contractor shall regularly update the O&M Procedures Manual and perform the scheduled maintenance in accordance with the most current version of the O&M Procedures Manual. Material changes in the recommendations set forth in the subsequent versions of the O&M Procedures Manual may result in a change in the Fixed Fee under the provisions of Article 14 – Changes. As stated in the definition of "O&M Procedures Manual" all of the above-mentioned changes are subject to the Company's approval.
3. Contractor shall supply for Company approval a detailed WTG maintenance schedule at least one month prior to the start of each maintenance cycle.
4. Contractor shall coordinate with Company to arrange times for scheduled maintenance to minimize the impact on the generation of electric energy.
5. Company shall arrange for all switching of circuit breakers in the collector substation to de-energize WTGs for maintenance related activities. Contractor shall give Company two weeks' notice of the need to de-energize WTGs for planned maintenance activities. For unplanned maintenance activities, Contractor will provide notice as far

in advance as practical; Company will use reasonable efforts to comply with Contractor's schedule requests.

- a. Contractor shall adhere to all Applicable Laws including, but not limited to, Occupational Safety and Health requirements for low, medium and high voltage switching of electrical equipment and the appropriate utilization of Company approved lock out, tag out procedures and protocols.
6. Contractor shall not have more than 6% in total of any Work Site's turbines offline at the same time for maintenance (either scheduled or unscheduled) with the exception of maintenance activities that require circuit de-energization from the substation, unless otherwise agreed to by the Company.
  7. Scheduled maintenance services, which will include, but are not limited to, the following:
    - a. Preventive and predictive maintenance activities such as visual inspections, checklist inspections, electrical checks, bolt torque checks, hydraulic system adjustments, lubrication, FAA lighting maintenance and controller checks.
    - b. Contractor shall perform fluid top offs during the scheduled maintenances.
    - c. Contractor shall clean the WTGs during the scheduled maintenance, including cleaning up dust and fluid drips and keeping the WTGs free of trash.
    - d. Contractor shall perform annual hoist inspections and lubrication in accordance with manufacturer recommendations, warranty requirements (where applicable) and shall satisfy all OSHA and other regulatory requirements. Hoist lubrication products shall be approved by Company and provided and applied by Contractor.
    - e. Contractor shall change the gearbox oil filter at both the semi-annual and annual maintenance cycles and at 500 hours of operation time for newly installed or repaired gearboxes.
    - f. Contractors shall change the gearbox desiccant pack recommended by the desiccant manufacturer or as indicated by the desiccants color indicator.
    - g. Following manufacturer recommended sampling procedures; Contractor shall take a gearbox oil sample at both the semi-annual and annual maintenance cycles and at 500 hours of operation time for newly installed or repaired gearboxes. Contractor shall promptly have oil samples analyzed and provide the results of the oil sample analysis results to Company in a preapproved format. Company will have the right to reject bad samples and Contractor shall submit a new oil sample within a reasonable time determined by Company.

- h. Contractor shall change all fluids and filters, including but not limited to the pitch drives, yaw drives and hydraulic brakes, as indicated in the turbine manufacturer's maintenance manual.
  - i. At Contractor's expense, Contractor shall have oil analysis performed within one week of extraction by a qualified facility approved by Company. Contractor shall document, track and report oil quality to the Company within 10 business days of receiving oil analysis results from the approved testing facility. Oil tests performed on each sample will be approved by the Company in advance.
  - j. Contractor shall maintain complete and accurate records (in a format compatible with Excel) of all services relating to the WTGs in a form that allows parts usage and service records to be tracked by date, WTG number, part number, repair code, fault code type, response time and repair time by Work Site. In addition, Contractor will maintain logs for all switching, resets and inspections for each WTG. Contractor shall provide and use a reporting template which has been reviewed and found acceptable by the Company.
8. Contractor and Company or Company's designee shall jointly conduct a visual inspection of each WTG at each Wind Project during the final sixty (60) days of the Initial Term of this Contract, or Extension Term as appropriate; Contractor and Company shall document the results of such inspection; and Contractor shall prepare and deliver to Company a list of all defects discovered during such inspection for Company's review and confirmation. Neither the joint inspection, the documentation thereof, nor the review and confirmation of said list of defects shall in any way affect Contractor's obligations hereunder or be deemed to be an acceptance by Company with respect to any of Contractor's Work.
9. Contractor shall perform weekly FAA light inspections and repair any defects found as soon as possible, but in no event later than one (1) week after the defect has been identified. Company will be responsible for contacting NOTAM.
10. Contractor shall provide all Consumables necessary for scheduled maintenance at its sole cost and expense.
11. Contractor shall recommend WTG modifications and improvements. Company may elect to complete the recommended modifications or improvements in its sole discretion.
12. Contractor shall comply with all equipment warranty notification requirements and other requirements under the terms of the various WTG or parts warranties provided by the manufacturer of the wind WTGs or parts at the Work Site and shall provide reasonable assistance and cooperation to Company in pursuing warranty claims.
13. Contractor shall perform local fault resets via SCADA control, as prudent. Contractor will promptly and thoroughly trouble shoot all WTG faults up to and including

identifying failed WTG components and/or incorrect control parameters as long as such requirements do not materially affect performance of the fixed fee services and does not result in overtime. Should such trouble shooting materially impact the performance of the fixed fee services resulting in overtime, then the Contractor shall (with prior Company approval) be reimbursed at rates specified in Exhibit B.

14. Contractor shall support the restart of turbines following Force Majeure events. Overtime must be preapproved by the Company and will be billed at the rates specified in Exhibit B.

E. Balance of Plant services

1. Contractor shall perform minor repairs of gates, fences, signage, operations & maintenance building and other miscellaneous balance of plant items and transfer inventory/materials during normal business hours that Contractor's personnel have the expertise and ability to perform as reasonably determined by Contractor and which are reasonably believed to take two (2) hours or less to complete and do not interfere with the performance of the Scheduled Services; provided that such minor repairs shall not be subject to the services warranty. The materials required for any such repairs shall be at Company's expense.
2. Contractor shall provide inventory services to include the following:
  - a. Contractor shall assist Company, when required, on common carrier shipments of Spare Parts, supplies, materials and Consumables for the Work Sites. Contractor shall assist in unloading, complete an inspection of goods received, annotate the packing slip or bill of materials, and tag the parts with Company's part number. Packing slips and bills of materials shall be submitted to Company on a daily basis. Contractor will provide similar support for outbound shipments of Spare Parts, supplies, materials and Consumables.
  - b. Contractor shall provide daily supporting documentation including "Parts Check-Out Sheets" to Company for all Company owned Contractor consumed Spare Parts, supplies, materials and Consumables. Contractor shall notify Company as soon as reasonably practicable but in no event later than the end of the next business day of any items that need to be reordered to prevent a lapse in inventory.
  - c. Contractor shall assist Company as required to maintain, store and secure all Spare Parts, supplies, materials and consumables in Company approved warehouse locations. Company shall reconcile inventory at least once per year or more frequently as required, and Contractor shall be billed by Company, or Company may replace such inventory at Contractor's expense, for any inventory shortfalls. Company shall provide an area in or near the O&M Facility that can be safeguarded by Contractor for this purpose, and Contractor shall maintain custody over this area at all times. Contractor shall implement



procedures for access by Company and Company contractors, as mutually agreed.

- d. Within thirty (30) days after the execution of this Contract and, thereafter, with each Operating Plan and as may be requested by Company, Contractor shall provide a list of Consumables, supplies, materials and Spare Parts to be used by Contractor's technicians in performing Work hereunder, including both Scheduled and Unscheduled Maintenance, and including all such work as elected under the options hereof. Contractor shall indicate the monthly volume of such Consumables as is required to perform the Work and other work in accordance with the terms of this Contract. The cost of Spare Parts (excluding warranty spares) shall be borne by Company.
  - e. Contractor shall periodically review and make recommendations related to Spare Parts, supplies, materials and consumables as reasonably necessary to ensure sufficient inventory of necessary items.
  - f. Contractor shall recommend to Company appropriate suppliers, vendors and other sources of procurement for Spare Parts and Major Components. With Contractor's reasonable assistance, Company shall place orders for Spare Parts, supplies, materials and Major Components.
  - g. When approved by Company, Contractor shall procure, manage and administer all subcontractor labor and outside services required for maintenance of the Wind Project.
  - h. As requested, Contractor shall assist Company with the identification and repair of components that can be rebuilt and/or repaired (e.g. replacing pump seals, rebuilding motors, replacing battery packs, replacing electronic cards, etc.). In addition, Contractor shall identify warranty periods of all failed components and notify the Company when components could be repaired or replaced under such warranty.
3. Contractor shall maintain the meteorological (MET) towers to include the following:
    - a. Contractor shall perform and document a monthly inspection of the MET towers. The inspection shall include visual inspections of sensors, structure, foundation and record the Met tower instrument SCADA readings.
    - b. Contract shall provide the labor and tools for the removal and replacements of failed or missing tower sensors or wires during normal working hours. Company will provide the parts and supplies for the MET towers.
  4. Contractor shall maintain the SCADA systems to include the following:

- a. Contractor shall monitor the performance of the SCADA systems on a daily basis using a mutually agreed upon checklist.
  - b. Contractor shall reset the SCADA systems as directed by Company.
  - c. Contractor shall notify Company of any issues or problems with the SCADA system and identify sources of simple SCADA system issues.
  - d. The SCADA system is defined as all computers and servers necessary for control and data acquisition of the wind turbines and wind plant and the communications infrastructure to move that data between the turbines, the substation and the O&M building.
  - e. Contractor shall notify Company of data breach of any held information, questioned integrity of digital system handling company information or questioned integrity of physical security involving the Company within 24 hours of discovery.
  - f. Following a potential data breach or questioned integrity, Company will be provided timely, transparent communication about the findings from the contractor's investigation. Any criminal investigation that restricts sharing of information should be disclosed to Company in a confidential manner.
  - g. The contractor must have a demonstrable process for control of physical and digital access for personnel involved when disciplinary, termination, or job separation occurs.
  - h. The contractor must have a demonstrable process for criminal background checks for all employees and subcontractors physically or digitally accessing Company facilities or information.
  - i. Any contractor digital access to Company networks must meet risk-based policy and process requirements.
5. Contractor shall provide reports and reporting services to include the following:
- a. Contractor shall provide all reports in English in a Microsoft Office compatible format.
  - b. Contractor will reasonably support Company's budgeting process and reporting obligations.
  - c. Contractor shall provide reports on a monthly basis (in the form set forth in Exhibit B) summarizing Work Site operation, maintenance and warranty repairs performed by WTG Manufacturer (as reported by WTG Manufacturer to Contractor or otherwise known to Contractor) and other repairs plus additional

information in a form approved by Company. Other reports to be delivered to Company by Contractor include without limitation safety incident reports, environmental incident reports, Force Majeure event reports, WTG maintenance histories and tracking reports, monthly meter readings of WTG production data, interconnect activity reports, daily Work Site status reports, SCADA performance assessments and annual Operating Plan reports for each Wind Project.

- d. Contractor shall provide daily reports for each Work Site at a time and with the content required by Company, including but not limited to forecast day-ahead unit availability for all WTGs, daily maintenance schedules, Work completed during the day, action plan for the following day's Work, safety and audit reports, regulatory compliance reports, and other information as required by Company.
  - e. Contractor shall provide weekly month-to-date reports including WTG and Wind Project availability, curtailments, capacity factor, production and wind speed. Contractor shall provide a monthly report detailing all Excluded Time events on a per WTG basis, including the duration, description and contractual basis thereof. Such report otherwise shall be in such form and substance reasonably satisfactory to Company and shall attach the relevant data and backup information reasonably necessary or appropriate to substantiate that such events and the stated duration thereof qualify as Excluded Time.
  - f. Contractor shall prepare and provide an annual operating plan ("Operating Plan"), in such form and with such substance satisfactory to Company within two (2) months of the execution of this Contract. The operating plan shall specify the scheduled services to be performed, including the duration and resource requirements. For each year thereafter, Contractor shall provide an annual Operating Plan prior to December 1<sup>st</sup> for the following calendar year.
  - g. Provide documentation, filing, and archiving of accurate Wind Project cost information with respect to Work in accordance with generally accepted accounting principles (on a WTG specific basis) and in accordance with Company's regulatory accounting requirements, and report this information to the Company as requested. Such documentation may include, without limitation, the following:
    - i. Planning documents
    - ii. Completion logs and checklists
    - iii. Labor tracking
    - iv. Parts usage
    - v. Consumables usage
6. Contractor shall maintain an operations log for each WTG which shall include information on (as available from a SCADA system) planned and unplanned

maintenance outages, circuit breaker trip operations requiring a manual reset, partial de-ratings of equipment and any other significant event related to the operation of the WTG.

7. In addition, at Company's reasonable request, Contractor shall assist Company with:
  - a. real property owners or tenants;
  - b. independent system operator or transmission company/organization;
  - c. government agencies;
  - d. insurance carriers or insurance claims;
  - e. WTG warranty claims;
  - f. environmental incident investigations and corrective actions;
  - g. accident investigations and safety corrective actions;
  - h. tours (including climbing) as requested by the Company; and
  - i. other third-parties relevant to the Project Agreements.
8. At the request of Company, Contractor shall assist Company in maintaining regular communications with local and state authorities, utilities, owners, and tenants under the Project Agreements, and project neighbors and other persons.
9. Contractor shall perform and record periodic operational checks and tests of equipment at each Wind Project(s) in accordance with the O&M Procedures Manual, equipment manufacturer's recommendations, applicable laws and regulations, and Contractor's recommendations (as approved by Company).
10. Contractor shall attend such monthly, quarterly, and other meetings as Company may request. The meetings may be attended via telephone conference calls, unless specifically requested to be face-to-face by Company.
11. Contractor shall provide and maintain all necessary vehicles, tools, maintenance equipment and instruments required to complete tasks in this Scope of Work; provided that additional equipment required for unscheduled maintenance work (such as sky climbers, cranes, boom trucks, tow vehicles and other inspection equipment with the exception of those items Contractor is to provide under Section E(8) above) shall be provided by Company or invoiced at applicable rental rates set forth in Exhibit B. This Work includes but is not limited to providing (a) regular vehicle inspections and repairs, registrations, insurance and DOT drug testing as required and (b) tools and maintenance area equipment upkeep in accordance with manufacturer's

- recommendations and regularly scheduled calibration of all instruments as required by manufacturer's instructions and Contractor's quality control program.
12. Contractor shall comply with all transmission interconnection requirements and applicable regional control area and NERC standards, including Critical Infrastructure Protection (CIP) requirements as provided to Contractor by Company.
  13. Contractor shall at all times maintain at Contractor's expense a clean and presentable Site (including the operational and maintenance building offices, kitchen and bathroom facilities provided by the Company) and the WTGs free from waste materials or rubbish, including but not limited to prompt removal of all materials, scaffolding, temporary structures, and other equipment related to the services that are no longer being used at the project sites.
  14. Upon Company's reasonable request and to support Company's goal of increasing the mean time between WTG stops and mean time between WTG or component faults, Contractor shall provide to Company (a) information that Contractor collects and (b) Contractor's ideas with respect to new or improved practices, in each case relating to fault data and pro-active and corrective service and maintenance planning for the Units.
  15. During Contractor's performance of the Services if Contractor's personnel notice a problem with the Project roads, transformers, foundations, fences and other balance of plant equipment, Contractor shall promptly notify Company of the observations.

### **Optional Service 1 – Unscheduled WTG Maintenance**

If this option is selected, Contractor shall perform unscheduled maintenance activities required for the safe and efficient operation of a Work Site in addition to scheduled maintenance activities set forth in O&M Procedures Manual for a fixed fee.

Provide all on-site labor required for unscheduled maintenance work on the WTGs.

1. Contractor shall provide at Contractor's expense all consumables and labor to perform unscheduled services, in support of such unscheduled services and all other services covered by the scope of this agreement. Contractor shall provide labor and equipment to safely and efficiently de-energize and re-energize pad mount transformers located adjacent to the WTGs in support of such scheduled services.
2. All parts sourced and provided by Contractor shall be identical to parts removed unless prior Company approval is received for installation of a non-identical part. Approval of any non-identical parts will not be granted until Company's Management of Change program process and approvals has been completed.
3. Contractor shall promptly remove and replace or repair to "like new" any failed WTG components (excluding Major Components). For clarity, there is no limit on the number of parts or components Contractor may be required to replace or repair under the terms of this agreement.



4. Removal and replacement of Major Components may be awarded to Contractor at Company's sole option. If such work is awarded to Contractor such work shall be considered a Reimbursable Expense and Company shall be billed at the time and material rates set forth in Exhibit B or shall be billed at a mutually agreed upon fee; provided, that such awarded work shall not interfere with fixed fee services being provided under this Contract.
5. Contractor shall maintain and provide to Company, upon request, operating logs, records and reports documenting the Unscheduled WTG Maintenance of the WTGs.
6. Contractor shall retain for a period no less than the period required by insurers of the Wind Projects (or as requested by the Company) any failed components for inspection, and cooperate with such insurers regarding such inspections.
7. Contractor shall assist Company in estimating the costs for Reimbursable Expense services and other additional work, regardless of whether Contractor is awarded the work for such services.
8. Contractor shall provide all tooling and equipment required to complete the unscheduled WTG maintenance, including but not limited to:
  - a. Video probe for internal gearbox inspection.
  - b. Comprehensive rigging supplies for large component removal, if applicable and replacement.
  - c. Infrared camera for medium to high voltage connection inspection.
  - d. Laptops (with appropriate software)
  - e. Fiber optic communication equipment
  - f. Torquing equipment
  - g. Tooling for generator slip ring replacement.
9. Additional equipment required for Unscheduled Maintenance work (such as sky climbers, cranes, boom trucks, tow vehicles and other inspection equipment (with the exception of those items Contractor is to provide under Section 8, immediately above) shall be provided by Company or invoiced at preapproved rental rates.
10. Notwithstanding anything to the contrary, and for the avoidance of doubt, nothing in this Contract shall be read or interpreted as granting Contractor the exclusive right to perform operations and maintenance work on the Wind Project, including but not limited to, work subject to Reimbursable Expense and/or Unscheduled Maintenance.

### **Optional Service 2 – Remote Monitoring Services**

If this option is selected, Contractor shall perform remote monitoring services as specified below for an additional fixed fee.

1. Contractor shall remotely monitor the WTGs and Balance of Plant, 24 hours per day, seven days per week, 365 days per year.

2. Contractor shall provide remote resets of the WTGs in accordance with the O&M Procedures Manuals 24 hours per day, 7 days a week, 365 days per year utilizing sufficient manpower to be able to initiate the process to reset WTGs within a ten (10) minute average. Control room operators shall be required to man the desk full time as the operator's sole responsibility.
3. **TWENTY FOUR (24) HOURS PER DAY, SEVEN (7) DAYS A WEEK, EACH DAY PER YEAR, CONTRACTOR SHALL SEND CURTAILMENT COMMANDS TO CURTAIL A WTG WITHIN FIVE (5) MINUTES OF RECEIVING A PHONE CALL FROM THE COMPANY REQUESTING SUCH CURTAILMENT. CONTRACTOR ACKNOWLEDGES AND AGREES THAT A BREACH BY CONTRACTOR OF THIS PROVISION WILL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT.**
  - a. **Contractor shall maintain adequate staffing at all times such that calls for curtailment by the Company are answered immediately.**
  - b. **Contractor shall maintain sufficient telecommunications systems at all times such that a phone line is always open for calls from Company to order Contractor to undertake curtailment(s).**
4. Contractor shall provide remote diagnostic services to determine if a call out is warranted based on wind conditions and the nature of the fault.
5. Contractor shall callout trained technicians based upon a mutually (Company and Contractor) agreed upon callout policy.
6. Contractor shall provide two (2) technicians "on-call" who have completed the required original equipment manufacturer WTG technical training, including but not limited to the appropriate original equipment manufacturer training for the WTGs (or equivalent training as approved by Company), and who have at least one (1) year of experience operating similar WTGs. "On-call" availability means that the specified minimum number of trained technicians will be physically located within 50 miles driving distance from the applicable Work Site during all non-working hours (including state and federal holidays). Up to 75 miles driving distance allowed with prior approval from Company. Contractor may choose to maintain additional trained technicians at each Work Site or a pool of substitutes. Original equipment manufacturers training can be substituted with equivalent training upon review and approval by a Company designee .
7. Contractor shall promptly notify Company in the event of any unusual activity or malfunction involving the WTGs or balance of plant equipment. Contract shall also call out as necessary trained technicians to investigate the related issue and take reasonable actions to prevent any damage to Company property and mitigate safety and environmental related issues.

8. Contractor shall establish and maintain work clearance procedures as related to the remote monitoring and resets to regulate jurisdictional control of WTGs and safeguard personnel. The reset procedures shall comply with the equipment supplier's requirements and/or recommendations and Contractor's procedures (such procedures to be approved by Company).
9. Contractor shall provide prompt notification to Company's designated representative of outages and the expected duration of such outages.
10. The contractor shall perform a callout of local emergency first responders in the event a requirement is identified during remote monitoring.
11. Contractor shall provide hardware, and related software, for remote monitoring functions at the Contractor's operational control center site, including PC, display, modem or broadband access; provided, however, Company shall provide specialized equipment for its control center site, solely consisting of application-specific software licenses.
12. Contractor shall maintain a log of WTG events and downtime tracking. Contractor shall provide a daily summary report of events including:
  - a. WTG resets and status
  - b. Callouts
  - c. Clearances issued
  - d. Curtailments by Work Site

**Optional Service 3 – Availability Guarantee**

If this option is selected, Contractor will provide an Availability Guarantee as detailed in Exhibit G.

**Optional Service 4 – Drive Train Warranty**

If this option is selected, Contractor shall provide all parts, labor and equipment including cranes to repair or replace all drive train components, including but not limited to gearboxes, main shafts, main bearings and generators not otherwise covered by the original equipment manufacturer’s warranty.

Contractor shall provide additional details specifying the exact nature of their offering for this Optional Service, specifically including any exclusions proposed.

**Optional Service 5 – Full Wrap Warranty**

If this Alternate Scope of Work 1 is selected, Contractor will provide all parts, labor and equipment required to operate, maintain and repair the wind turbine generators from “the base bolts to the blade tips”.

Contractor shall provide additional details specifying the exact nature of their offering for this Alternate Scope of Work, specifically including any exclusions proposed.

## **EXHIBIT A-1 Consumables**

Consumables shall mean those items that are installed, added to (such as in the case of fluids or lubricants, etc.) or otherwise used by the Contractor in the process of performing scheduled or unscheduled maintenance services including the below-listed items and items with a unit cost of Ten Dollars (\$10.00) or less and excluding replacement of any items deemed a Serial Loss:

### Office

- Office supplies (computer equipment, folders, binders, pens, pencils, paper, printers, ink/cartridges, CDs, post-it notes, tape, envelopes, staples, etc.)
- File cabinets, desks, tables and chairs (PacifiCorp Only)
- Locker room supplies (towels, soap, hand cleaner, toiletries, etc.)
- Kitchen supplies and drinkable water

### Electrical

- Fuses up to 30 amp
- Small wire (number 10 and smaller sizes as applicable)
- Wire connectors (up to 10 gauge),
- Terminal lugs, connectors, gland nuts, and wire ties
- Electrical tapes and heat shrink insulating material
- Batteries (Pitch and UPS batteries excluded)
- Tower interior and exterior light bulbs including any indicator lights

### Mechanical

- Mechanical fasteners less than or equal to 13 mm (1/2 inch) including nuts, bolts, washers, pant leg washers, lock washers, etc.
- Loctite thread locking material, anti-seize, and other products for fasteners
- O-rings, seals, and gaskets
- Paint and marking paint pens
- Springs
- Hydraulic fittings, hoses, and clamps
- Duct tape and other tapes, etc.
- Air filters and air filter media
- Sand paper and other abrasive materials

### Lubricants and fluids

- Antifreeze - Zerex 6-05 RTU Part # XZ605RU2 -34F or Company approved equivalent
- Greases including:
  - Main bearing – SKF LGWM 2 or Company approved equivalent
  - Generator bearing - Kluberplex BEM 41-132 or Company approved equivalent
  - Yaw bearing – Mobil SHC 460 WT or Company approved equivalent
  - Blade bearing – Gleitmo 585 or Company approved equivalent
  - Yaw and pitch open gears– Ceplattyn BL or Company approved equivalent



- Hoist lubricant - Conoco Lithium EP or Company approved equivalent
- Gearbox Oil- Amsoil 320 or Company approved equivalent
- Pitch drive oil
- Yaw drive oil
- Hydraulic oil
- Other specialty fluids, sealants, and greases

#### Filters

- Gearbox lube filters Hydac part number 1297473 or Company approved equivalent
- Gearbox breather filters Hydac part number 1299655 or Company approved equivalent
- Hydraulic brake filters Hydac part number 1268221 or Company approved equivalent

#### General

- Cleaning products, solvents, and sprays, etc.
- Series replacements excluding filters listed in Enhanced Consumables
- Other miscellaneous items of a similar nature and an individual item value of less than \$10 each.
- Rags
- Oil spill containment materials — absorbent pads, mats, "pig mats," pillow pads, etc.

**EXHIBIT B**

**PRICING SCHEDULE**

**A. MONTHLY FIXED FEES**

The pricing set forth below is the fixed monthly rate to be paid by Company for the performance by Contractor of the Scope of Work and includes all materials, labor, expenses, overheads, all taxes and profit for each year, including without limitation travel hours, travel expenses and overtime.

**Fixed Scope**

**Year One**

<b>Project Name</b>	<b>Fixed Monthly Fee</b>	<b>Number of WTGs</b>	<b>Total per Wind Project</b>
	[TO BE PROVIDED BY CONTRACTOR]		[TO BE PROVIDED BY CONTRACTOR]

**Year Two**

<b>Project Name</b>	<b>Fixed Monthly Fee</b>	<b>Number of WTGs</b>	<b>Total per Wind Project</b>
	[TO BE PROVIDED BY CONTRACTOR]		[TO BE PROVIDED BY CONTRACTOR]

**Year Three**

<b>Project Name</b>	<b>Fixed Monthly Fee</b>	<b>Number of WTGs</b>	<b>Total per Wind Project</b>
	[TO BE PROVIDED BY CONTRACTOR]		[TO BE PROVIDED BY CONTRACTOR]

Costs listed above should excluded Optional Services/Prices provided below by Contractor.

**Optional Services**

**Optional Service 1 – Unscheduled WTG Maintenance - Year One**

Project Name	Fixed Monthly Fee	Number of WTGs	Total per Wind Project
	[TO BE PROVIDED BY CONTRACTOR]		[TO BE PROVIDED BY CONTRACTOR]

**Optional Service 2 – Remote Monitoring - Year One**

Project Name	Fixed Monthly Fee	Number of WTGs	Total per Wind Project
	[TO BE PROVIDED BY CONTRACTOR]		[TO BE PROVIDED BY CONTRACTOR]

**Optional Service 3 – Availability Warranty - Year One**

Project Name	Fixed Monthly Fee	Number of WTGs	Total per Wind Project
	[TO BE PROVIDED BY CONTRACTOR]		[TO BE PROVIDED BY CONTRACTOR]

**Optional Service 4 – Drive Train Warranty - Year One**

Project Name	Fixed Monthly Fee	Number of WTGs	Total per Wind Project
	[TO BE PROVIDED BY CONTRACTOR]		[TO BE PROVIDED BY CONTRACTOR]

**Optional Service 5 – Full Wrap Warranty - Year One**

Project Name	Fixed Monthly Fee	Number of WTGs	Total per Wind Project
	[TO BE PROVIDED BY CONTRACTOR]		[TO BE PROVIDED BY CONTRACTOR]

Company reserves the right to change option selection annually on the anniversary date of the commencement of services. The fees set forth in this Subsection A of Exhibit B shall be prorated for partial months at the beginning and end of the Term.



inclusive of all taxes consistent with ARTICLE 4 of the Contract. Contractor shall provide copies of all such invoices.

All costs for travel and meals incurred in connection with any services that are Reimbursable Expenses will be reimbursed in accordance with Exhibit K.

The above pricing shall include all Contractor's overhead and supervisory costs and profit as no separate billing for same will be allowed.

Except to the extent additional work for which Reimbursable Expenses are to be paid is documented in a formal Change Order to this Contract, all costs for Reimbursable Expenses shall be submitted and accepted in accordance with the provisions of ARTICLE 37, CLAIM NOTICE AND RESOLUTION PROCEDURE.



## EXHIBIT C

### Letter of Credit Requirements

The following are the terms and conditions required by PacifiCorp when establishing a letter of credit.

- Company must approve the issuing bank.
- Applicant (Contractor/Consultant) name appearing in the letter of credit must be EXACTLY the same as how it appears in the Contract.
- If issuing bank is located outside the United States (“US”) then it must be confirmed by a US banking institution approved by Company.
- It is to be an irrevocable standby letter of credit in favor of Company.
- Drafts are payable at sight.
- The expiry date must be no earlier than 12 months from issuance.
- Partial and multiple drawings are permitted.
- The letter of credit is available by Company’s draft(s) at sight when accompanied by a copy of an invoice and one of the two following statements, signed by a representative of PacifiCorp, reading as follows:
  1. The undersigned, an authorized representative of PacifiCorp (“Beneficiary”) hereby certifies that the Applicant/Account Party has failed to comply with and/or violated the terms and conditions of that certain Contract signed by and between the Applicant/Account Party and Beneficiary, dated as of [\_\_\_\_\_], and the amount of the accompanying draft drawn under Letter of Credit No. [\_\_\_\_\_] represents the amount the Beneficiary is entitled to draw on the Letter of Credit as a result of the occurrence of such failure to comply and/or violation; or
  2. Applicant/Account Party has not renewed or provided to Beneficiary an acceptable replacement letter of credit within 30 days of expiration of the original Letter of Credit No. [\_\_\_\_\_].
- In all events the issuing bank will fund the draw of the Company within 24 hours of presentment.
- The letter of credit will provide for Company to deliver the required documents to fund the draw by either mail or courier with the address of the issuing bank stated as the point of delivery.



**EXHIBIT D**

**PACIFICORP CONTRACTOR/VENDOR INFORMATION FORM**



## Contractor / Vendor Information Form (CIF)

New/Rehire Certification                       Recertification

Contractor / Vendor  
Personnel:

\_\_\_\_\_ *(Last, First, Middle initial)*

Company

Name:

Address:

\_\_\_\_\_

Phone:

Fax:

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

(1) Successfully Passed Employer's Background Check?

Yes  No  if no, please complete grey box below      Date Completed: \_\_\_\_\_  
*(MM/DD/YYYY)*

(2) Successfully Passed Employer's Drug Exam?

Yes  No  (if no, please complete grey box below)      Date Completed: \_\_\_\_\_  
*(MM/DD/YYYY)*

(3) Completed PacifiCorp's Pre-Hire Compliance Training?      Date Completed: \_\_\_\_\_

*(includes: 1) FERC Standards of Conduct and 2) Security and CIPS overview)*      *(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**

_____	_____
<i>Signature of Manager from Contractor / Vendor Company</i>	<i>Date</i>
_____	
<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.	
_____	_____
<i>Accepted by PacifiCorp Chief Compliance Officer</i>	<i>Date</i>

### **Guidelines**

- Contractors / Vendors will not be permitted PacifiCorp unescorted access privileges without the prior completion of a drug/alcohol screening, background check, and required training.
- Contractor / Vendor companies are required to submit 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.
- For recertification, this form is to be submitted directly to PacifiCorp's HR Service Center.

## **Overview of Background Check and Drug Screen Requirements**

### Background Check Requirements

- 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 Screening Requirements

- 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”.

### **Your contract with PacifiCorp requires compliance with the following:**

- Ensure that Unescorted Personnel and Sensitive Personnel have passed the background checks outlined above and consistent with the Company’s Background Check Criteria set forth in your contract prior to requesting unescorted physical access and/or cyber access to Company’s Facilities and/or CIPS Covered Assets, as applicable.
- Ensure that Unescorted Personnel and Sensitive Personnel complete Company provided or approved initial CIPS compliance training prior to requesting unescorted physical access and/or cyber access to Company’s Facilities and/or CIPS Covered Assets, as applicable.
- Ensure that Unescorted Personnel and Sensitive Personnel have passed Consultant’s drug and alcohol exam and are in compliance with Consultant’s substance abuse/drug and alcohol policy as outlined in your contract.
- Keep accurate and detailed documentation to confirm completion dates for background checks, all CIPS compliance training (initial and annual training, to the extent applicable), and drug tests, and certify to Company such documentation by completing this Contractor/Vendor Information Form.
- Company has the right to audit Consultant’s records supporting each Contractor/Vendor Information Form submitted to Company, including background check results, and to verify that the requisite background checks and drug tests were performed consistent with Company’s Background Check Criteria. Consultant shall provide Company with all requested records supporting Contractor/Vendor Information Forms within a reasonable time after receiving such request, and in the form requested by Company, but not longer than three (3) business days following the date of such request.



**Exhibit E**

**Special Conditions  
At  
PacifiCorp 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 Plants security provisions. Balance of plant contractor or Company will furnish, within fenced-in areas of the plant, a guard force to control access to and from the plant during plant construction.

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 Balance of plant contractor or 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.

Contractor shall be aware that the Company has adopted a smoke-free policy. All facilities which includes all buildings, trailers (including Contractor trailers), enclosed garages, plants, vaults, vehicles and enclosed equipment have been designated as "Non-Smoking" areas. Contractor or its employees shall not be allowed to smoke in these designated areas.

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.

When work is to be performed by Seller on a wind turbine generator, Sellers employees shall wear, at a minimum:

- a. Wind Energy positioning/climbing harness with a back, front and side D rings.
- b. Ladder Safe for appropriate cable or rail system.
- c. Lanyard with a force two fall rating capacity.
- d. Personal Rescue kit or a Multiple Rescue kit readily available in area of worker.

When work is to be performed by Seller on Electrical Equipment that is or may become energized, at 50 volts or greater, or within the area of a Sub-Station, Sellers employees shall wear, at a minimum:

- a. Long sleeve FR Shirts with an ATPV of 8.0 calories per square centimeter for shirt fabrics), with

sleeves rolled down and buttoned. Note: Shirts or clothing with a higher ATPV may be required for work on some equipment at those sites where indicated by signage. Consult with PacifiCorp Supervisor to determine applicability of higher levels of protection.

When setting or removing meters from energized meter bases Sellers employees shall utilize Face Shields that satisfy ANSI Z87.1 -2003.

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.

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. 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. ...require... that suppliers furnish appropriate Material Safety Data Sheets (MSDS) and appropriate labels of all purchased chemicals.
- b. For materials that a Contractor plans to bring onto the jobsite, MSDSs for those materials must first be presented to Company for review by Company's plant Safety Administrator. Contractor coming onto the job site will provide to Company an MSDS for the materials to be used. Materials will be contained so as to meet any State or Federal Regulations.

- c. ...require... in Contractor's agreement that he and all of his employees will review the MSDSs of the appropriate hazardous chemicals, and follow the requirements of the OSHA Hazard Communication Standard.

Contractor is responsible for all applicable training and adherence to the program by their employees, subcontractors, and subcontractor's employees.

To comply with State and Federal regulations concerning hazardous wastes, Contractor using any chemical (paints, thinners, solvents, etc.) on the plant site is responsible for the proper storage, usage, and disposal. Contractor shall be responsible to inform Company Representative of the quality and type of wastes 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 at the job completion.

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 MSDSs. 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.

Any devices which Contractor removes during the course of work which contain mercury shall be given to Company for proper disposal.

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**

Prior to starting any work, Contractor shall be responsible for assuring that all of its employees are fully aware of the plant's environmental policy. Contractor shall conduct its business 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.

### **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 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 Plant property.

The Contractor shall provide for random drug testing that shall include all of Contractor's Representatives. Contractor may be asked, at any time, 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. National Institute on Drug Abuse (NIDA). Specimens will be collected and tested for:

- Cannabinoids (marijuana)
- Cocaine
- Opiates (codeine, morphine, heroin, synthetic opiates (i.e., hydrocodone, oxycodone, etc.))
- Amphetamines-methamphetamines
- Phencyclidine (PCP)
- Benzodiazepines (i.e., tranquilizers, Valium, Xanax)
- Barbiturates
- MDMA (Ecstasy)
- Heroin
- Metabolites of all substances listed above

Compound	Screen	Confirming
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.

Drugs may be added or deleted and Company reserves the right to test for other controlled substances as necessary. Test levels that meet or exceed the above stated levels shall constitute immediate removal of the individual from any PacifiCorp 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 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 Plant property.

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

**EXHIBIT F**  
**NOT USED**

**EXHIBIT G**

**AVAILABILITY GUARANTEE**

**1. General**

At the Wind Project, Contractor shall manage production capability with the objective to meet or exceed the Availability Guarantee.

**2. Measured Production**

Measured production for the Wind Project shall be the sum of all megawatt- hours (MWh) in which energy is produced by the WTGs sited at each such Wind Project, as recorded by the supervisory control and data acquisition (“SCADA”) system for production at each WTG (“**Measured Production**”).

**3. Availability Guarantee**

**3.1 Availability Guarantee, Reference Periods and LD Rate**

The following table describes Wind Project Availability Guarantee, liquidated damages (“LD”) to be calculated for the Wind Project at the end of each twelve (12) month period, commencing as of the Commencement Date and ending on the last day of the Term (each such 12 month period, an “**Annual Reference Period**,” and collectively with all other periods for which availability is determined hereunder, “**Reference Periods**”):

<b>Work Site Availability guarantee  (“Availability Guarantee”)</b>	<b>LD Rate: USD/MWh (“LD Rate”)</b>
97.5%	
95.0%	

**3.2 Availability Guarantee Definitions and Monitoring/Reporting**

For each WTG, availability (“**Covered Unit Availability**”) is defined as the percentage of Annual Reference Period when WTG is available for operations:

$$\text{Covered Unit Availability [\%]} = (\text{Measured Production [Hours]} + \text{Excluded Time [Hours]}) / \text{Reference Hours [Hours]},$$

Where:

“**Excluded Time**” for a WTG means downtime (in hours) attributable to any of the following provided they are not attributable to the failure to reasonably mitigate Force Majeure events by the Contractor, or negligence (including, without limitation, failure to plan appropriately) or willful misconduct of the Contractor:

- weather conditions that preclude site or WTG access,
- grid connection problems,
- curtailment to zero output,
- major components failures

“**Reference Hours**” is 24 hours multiplied by the number of days in Annual Reference Period.

For the last Annual Reference Period of the Term, Covered Unit Availability shall be adjusted in proportion to the period of time in days between the start of the Annual Reference Period and the last day of the Term.

“**Wind Project Availability**” means the average of all Covered Unit Availability calculations for a full Annual Reference Period, or for a portion of an Annual Reference Period if proration is applicable (e.g., the last Annual Reference Period of the Term if the Contract is terminated early).

Wind Project Availability = Average (Covered Unit(s) Availability).

Measurement of WTG(s) Measured Production (hours) and Exclusion Time (hours) shall be recorded each month by the SCADA system and retrievable from the SCADA wind farm management monitoring & performance system, together with Contractor’s log. Contractor shall report such figures to Company within fifteen (15) calendar days after the end of each month. Contractor shall calculate Wind Project Availability on a monthly basis and communicate the calculations to Company in writing within fifteen (15) calendar days after the end of each month. Within thirty (30) days after the end of each Annual Reference Period, Contractor shall calculate Wind Project Availability for the Annual Reference Period (expressed as a percentage and rounded to the nearest one-tenth of one percent (0.1%)) and shall provide a written report to Company.

### **3.3 Availability Guarantee – Liquidated Damages**

From Commencement Date through the last day of the Term, Contractor warrants and covenants that Wind Project Availability at each Wind Project will meet or exceed the Availability Guarantee as set forth in Section 3.1.

In the event Wind Project Availability does not meet or exceed the Availability Guarantee, Contractor shall then pay the Company liquidated damages, not as a penalty, for the Wind Project’s lost yields at the end of each Annual Reference Period. Base for compensation (“**Production Baseline**”) shall be Measured Production adjusted to the level of performance guaranteed, as follows:

Production Baseline [MWh] = Measured Production [MWh] X (Availability Guarantee [%] / Wind Project Availability [%])

The compensatory payment or applicable credit due to Company for liquidated damages

shall be calculated at the end of each Annual Reference Period pursuant to the formula as follows:

Compensatory payment/credit [\$] = LD Rate [USD/MWh] X (Production Baseline [MWh] - Measured Production [MWh]);

Where the LD Rate is the amount to be received by Company for each MWh below the Availability Guarantee as defined in Section 1.1.

Example of calculation at 97.5% in USD, with the following assumed data:

- Measured Production: 350,000 MWh
- Availability Guarantee: 97.5 %
- Wind Project Availability: 95.5 %
- LD Rate: \_\_\_ \$/MWh

Production Baseline = 350,000 x (97.5 /95.5) = 357,330 MWh

Compensatory payment [\$] = \$\_\_\_0 x (357,330 – 350,000) = \_\_\_ x 7,330 = \$\_\_\_\_\_



## EXHIBIT H

### FORM OF PARENT GUARANTEE

THIS GUARANTEE (“Guarantee”), effective as of [\_\_\_\_\_], by [\_\_\_\_\_], a [\_\_\_\_\_] [corporation] (“Guarantor”), to and for the benefit of PacifiCorp (“Company”).

#### RECITALS

- A. WHEREAS, Company and [\_\_\_\_\_], a [company] organized under the laws of [\_\_\_\_\_] (hereinafter, “Contractor”), propose to enter into that certain **[insert contract name]** dated as of [\_\_\_\_\_], (as such agreement may be amended, modified or supplemented from time to time (the “Contract”));
- B. WHEREAS, Contractor is a wholly owned subsidiary of Guarantor; and
- C. WHEREAS, ARTICLE [\_\_\_] of the Contract requires that this Guarantee be executed and delivered by Guarantor concurrently with the execution of the Contract.

#### AGREEMENT

NOW THEREFORE, for valuable consideration and as an inducement to Company to enter into the Contract, Guarantor covenants with Company as follows:

1. Guarantor hereby unconditionally guarantees to Company the full and timely performance when due and observance when due of all covenants, terms and agreements to be performed and observed by Contractor under the Contract and all other present or future agreements and instruments between Company and Contractor in connection with the performance of the Contract (such obligations of Contractor collectively, the “Obligations”). Notwithstanding any other provisions of this Guarantee to the contrary, this Guarantee shall not modify the Obligations under the Contract or require Guarantor, when performing or causing work to be performed on Contractor's behalf, to expand the Obligations from those set forth in the Contract.
2. Guarantor covenants to Company that if at any time Contractor should default in the performance when due and observance when due of, or should commit a breach of, any Obligation, Guarantor shall, promptly upon written notice by Company, perform in Contractor's stead, or cause the performance of, such covenants, terms or agreement.
3. It is expressly understood and agreed by Guarantor that to the extent Guarantor's obligations hereunder relate to the Obligations which require performance other than the payment of money, Company may proceed against Guarantor to effect specific performance thereof (to the extent such relief is available) or for payment of damages resulting from Contractor's nonperformance or breach of the Contract. Guarantor

hereby covenants to perform or cause to be performed all of the Obligations for the balance of the term thereof in the event of Contractor's bankruptcy, if the Contract is disaffirmed by the Trustee in bankruptcy, or at the Company's request. Guarantor shall make and enter into a new agreement performing or causing to be performed the Obligations, which said new agreement shall be in form and substance identical to the Contract with no increase in the Contract Price.

4. All payments by Guarantor to Company shall be made in the United States in United States Dollars and shall be paid within thirty (30) days after receipt by Guarantor from Company of written demand for such payment and shall not be the subject of any offset against any amounts which may be owed by Company to Guarantor for any reason whatsoever. Each and every default or failure by Contractor to perform an Obligation shall give rise to a separate liability of Contractor to Company and a separate cause of action hereunder, and a separate suit may be brought hereunder as each liability or cause of action arises.
5. Guarantor agrees to pay all costs, expenses and fees, including all reasonable attorneys' fees, which may be incurred by Company in enforcing this Guarantee, whether by suit or otherwise.
6. The obligations of Guarantor under this Guarantee shall be irrevocable, absolute and unconditional and, subject to Section 16, shall remain in full force and effect until such time as all the Obligations shall have been absolutely and completely discharged and performed. The obligations of Guarantor shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation, any one or more of the following (unless based upon performance by Contractor), whether or not with notice to or consent of either the Guarantor or Contractor:
  - (a) the compromise, settlement, release, change, modification or termination of any of the Obligations;
  - (b) the waiver by Company of any Obligation;
  - (c) the extension of time for payment of any amounts due or of the time for performance of any Obligation;
  - (d) the modification or amendment (whether material or otherwise) of any covenants, terms and agreements set forth in the Contract;
  - (e) the failure, omission, delay or lack on the part of Company to enforce, ascertain or exercise any right, power or remedy under or pursuant to the terms of the Contract or this Guarantee;
  - (f) the fact that Guarantor may at any time in the future dispose of all or any part of its interest in Contractor, or otherwise alter its investment in Contractor in any manner;

- (g) the bankruptcy, insolvency or other similar or dissimilar failure or financial disability of either Contractor or Company;
  - (h) the addition, substitution or partial or entire release of any guarantor, maker or other party (including Contractor) primarily or secondarily liable or responsible for any Obligation or by any extension, waiver, amendment or thing whatsoever which may release a guarantor (other than performance);
  - (i) the invalidity, nonbinding effect or unenforceability of any covenant, term or agreement set forth herein (other than with respect solely to such Obligation or any covenant, term or agreement); or
  - (j) the addition, substitution, subordination, or partial or entire release of any security for the performance of any Obligation.
7. Guarantor irrevocably and absolutely waives any and all rights of subrogation, contribution, indemnification, reimbursement or similar rights against Contractor with respect to this Guarantee, whether such rights arise under an express or implied contract or by operation of law, it being the intention of Guarantor and Company that Guarantor shall not be deemed to be a “creditor” (as defined in Section 101 of the U.S. Bankruptcy Code) of Contractor by reason of the existence of this Guarantee in the event that Contractor becomes a debtor in any proceeding under the U.S. Bankruptcy Code. In addition, Guarantor will not exercise any rights which it may acquire by way of subrogation under this Guarantee by any payment made hereunder or otherwise, until all of the Obligations shall have been performed or indefeasibly paid in full. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when all such Obligations shall not have been indefeasibly paid in full, such amount shall be held in trust for the benefit of the Company and shall forthwith be paid to Company and applied to the Obligations, whether matured or unmatured.
8. Company shall have the right, in its sole judgment and discretion, from time to time, to make demand for payment or performance and to proceed against Guarantor for recovery of the total of any and all amounts due, or for the performance of any nonmonetary obligation owed, to Company pursuant to this Guarantee, or to proceed from time to time against Guarantor for such portion of any and all such amounts, or for the performance of any and all such non-monetary obligations, as Company may determine.
9. So long as any Obligations are owed to Company, Guarantor shall not, without the prior written consent of Company, commence or join with any other Person in commencing, any bankruptcy, reorganization or insolvency proceeding against Contractor. The obligations of Guarantor under this Guarantee shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, reorganization, insolvency, receivership, liquidation or arrangement of Contractor or by any defense which Contractor may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding.

10. Guarantor hereby waives and relinquishes all rights and remedies accorded by Applicable Law to sureties or guarantors and agrees not to assert or take advantage of any such rights or remedies, including without limitation:
- (a) any right to require Company to proceed against Contractor or any other Person or to proceed against or exhaust any security held by Company at any time or to pursue any other remedy in Company's power before proceeding against Guarantor;
  - (b) the defense of the statute of limitations, waiver or estoppel in any action hereunder or in any action for the collection or performance of any Obligations;
  - (c) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or the failure of Company to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person;
  - (d) demand, presentment, protest and notice of any kind, including without limitation notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of Contractor, Company, any creditor of Contractor or Guarantor or on the part of any other person under this or any other instrument in connection with any obligation or evidence of indebtedness held by Company as collateral or in connection with any Obligations;
  - (e) any defense based upon an election of remedies by Company which destroys or otherwise impairs the subrogation rights of Guarantor, the right of Guarantor to proceed against Contractor for reimbursement, or both;
  - (f) any duty on the part of Company to disclose to Guarantor any facts the Company may now or hereafter know about Contractor, regardless of whether Company has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, since Guarantor acknowledges that Guarantor is fully responsible for being and keeping informed of the financial condition of Contractor and of all circumstances bearing on the risk of non-payment of any Obligations;
  - (g) any defense arising because of Company's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code; and
  - (h) any defense based upon any borrowing or grant of a security interest under Section 364 of the Federal Bankruptcy Code.

Without limiting the generality of the foregoing, Guarantor specifically acknowledges Contractor

is obligated to provide letters of credit to Company as security for the Obligations. Guarantor hereby agrees that Company may (but shall not be obligated to) first proceed against Guarantor under this Guarantee before proceeding against the letters of credit, or Company may proceed against both the letters of credit and Guarantor concurrently.

11. This Guarantee shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided, however, that Guarantor may not make an assignment or other transfer of this Guarantee or any interest herein by operation of law or otherwise unless it has obtained the prior written consent of Company to such assignment or other transfer. Any purported assignment contrary to this provision is void.
12. All notices to Guarantor required to be served under this Guarantee shall be in writing and shall be served by registered mail and shall be addressed as follows:

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or at such other address as Guarantor may from time to time designate in writing.

13. This Guarantee shall in all respects be interpreted, construed and governed by and in accordance with, the internal, substantive laws of the State of Oregon and the United States of America. All agreements, instruments and notices referred to herein or supplementary hereto shall be prepared, furnished in, governed and controlled by the English language. Guarantor irrevocably consents to the jurisdiction of the state and federal courts located in Oregon, agrees that any action, suit or proceeding by or among Company and Guarantor may be brought in any court in Oregon and waives any objection which Guarantor may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground. Guarantor irrevocably consents to the service of process outside of the territorial jurisdiction of such courts by mailing copies thereof by registered or certified United States mail, postage prepaid, to Guarantor's last known address as shown in the records of Company with the same effect as if Guarantor were a resident of the State of Oregon and had been lawfully served in such state. Nothing in this Guarantee shall affect the right to service of process in any other manner permitted by law. Guarantor further agrees that final judgment against it in any action or proceeding shall be conclusive and may be enforced in any other jurisdiction within or outside the State of Oregon by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and the amount of such judgment.

14. Guarantor represents, covenants and agrees to and with Company that:

(a) the execution and delivery of this Guarantee and its performance have been duly authorized by all

necessary corporate action on the part of Guarantor;

- (b) this Guarantee is the legal, valid and binding obligation of Guarantor, enforceable against it in accordance with its terms, subject to the application of bankruptcy and similar laws and of general equitable principles;
- (c) the execution, delivery and performance of the Guarantee will not violate any law or any provision of any security issued by the Guarantor or of any agreement, instrument or undertaking to which the Guarantor is a party or by which it or any of its property is bound, and does not require any license, consent or approval of any governmental authority; and
- (d) except as may be disclosed in writing to Company, no litigation, investigation or proceeding of or before any arbitrator or governmental authority is pending or, to the Guarantor's knowledge, threatened by or against the Guarantor or any of its subsidiaries or against any of such parties' properties or revenues which, if adversely determined, would be reasonably likely to have a material adverse effect on the ability on the Guarantor to perform its obligations hereunder.

15. Guarantor agrees that:

- (a) It will maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Guarantee and will obtain any that may become necessary in the future.
- (b) It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Guarantee.
- (c) (i) Quarterly Financial Statements. Guarantor will deliver to Company, within sixty (60) days after the close of each of the first three quarterly accounting periods in each fiscal year of Guarantor, a copy of its 10-Q as filed with the United States Security and Exchange Commission (the "SEC").  
  
(ii) Annual Financial Statements. Guarantor will deliver to Company, within ninety (90) days after the close of each fiscal year of Guarantor, a copy of its 10-K as filed with the SEC.  
  
(iii) Other Information. From time to time, such other information or documents (financial or otherwise) regarding Guarantor as Company may reasonably request and as may be available to Guarantor without undue cost or effort; provided, however, that Guarantor may impose reasonable confidentiality requirements in connection with the disclosure of such information and documents in the nature of those set forth in Article [\_\_] of the Contract.
- (d) Upon the occurrence of a default by Guarantor (i) in the payment of any principal, interest or other amount due under any agreement involving the borrowing of money or the advance of credit, or (ii) in the payment of any amount due under any



guarantee of any agreement or obligation of the type and in the amount described in the foregoing clause, Guarantor shall be obligated immediately to provide a letter of credit in the amount satisfactory to Company to secure the obligations of Guarantor hereunder or provide such other security for the performance of this Guarantee as shall be acceptable to Company.

- (e) Guarantor shall not sell, assign, transfer, convey, mortgage, encumber, hypothecate, pledge or otherwise dispose of or grant any interest in Contractor.
  - (f) In the event that Guarantor at any time during the effectiveness of this Guarantee, has experienced, in the reasonable opinion of Company, a material adverse change in the ability to fulfill its obligation under this Guarantee (“MAC”), then such MAC shall be deemed a default hereunder whereupon Guarantor shall immediately upon demand by Company, either (x) pay to Company the Unamortized Replacement Value in immediately available funds in full satisfaction of its obligations hereunder, or (y) provide to Company a letter of credit in the amount of the Unamortized Replacement Value from a financial institution satisfactory to Company and in the form of an Acceptable Letter of Credit (as defined in the Contract), in each case in Company’s sole discretion, to secure the obligations of Guarantor hereunder.
  - (g) For purposes of this Section 15, “Unamortized Replacement Value” means the positive difference, if any, obtained by subtracting the payments made by Company under the Contract from the replacement price of any equipment, materials or services otherwise obligated to provide during the remaining term of the Contract.
16. This Guarantee shall be reinstated if at any time following the termination of this Guarantee under Section 6, any payment by Guarantor pursuant to this Guarantee or by Contractor pursuant to the Contract is rescinded or must otherwise be returned by Company or other Person upon the insolvency, bankruptcy, reorganization, dissolution or liquidation of Contractor, Guarantor or otherwise, and is so rescinded or returned to the party or parties making such payment, all as though such payment had not been made.
17. Any invalid or unenforceable provisions in this Guarantee shall be deemed severed herefrom, and such whole or partial invalidity shall not affect the enforceability or validity of the balance of this Guarantee.
18. Any capitalized terms used herein and not herein defined shall have the meanings given to them in the Contract, and the rules of interpretation as set forth in the Contract shall also apply to this Guarantee.

IN WITNESS WHEREOF, Guarantor has caused this Guarantee to be executed as of the date first above written.

**[insert name of Parent Company],**

a [\_\_\_\_\_] [company]

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

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

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

**EXHIBIT I**  
**SUBCONTRACTOR DESIGNATIONS**

Firm (Name and Address)	Work Site(s), Material, or Service (Provide Brief Description)	Percent of Total Proposal Price	Dollar Amount of Firm's Work, Material or Service
_____	_____	_____% Percent of Total Proposal	\$ _____ Amount of Total Proposal
_____	_____	_____% Percent of Total Proposal	\$ _____ Amount of Total Proposal
_____	_____	_____% Percent of Total Proposal	\$ _____ Amount of Total Proposal
_____	_____	_____% Percent of Total Proposal	\$ _____ Amount of Total Proposal
_____	_____	_____% Percent of Total Proposal	\$ _____ Amount of Total Proposal
_____	_____	_____% Percent of Total Proposal	\$ _____ Amount of Total Proposal
_____	_____	_____% Percent of Total Proposal	\$ _____ Amount of Total Proposal

**EXHIBIT J**  
**NOT USED**

**Exhibit K****Guidelines for PacifiCorp Contractor Expense Reports**

**\*\* Itemized receipts are required for all reimbursable expenses \*\***

- **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 Contractor. Booking flights less than seven (7) days prior to departure is discouraged and must be approved by the Company. PacifiCorp will only reimburse for standard hotel rooms and prefers that Contractors use hotels where negotiated discounts are available. Check with the PacifiCorp's preferred travel services provider for hotels with discounted rates. The Contractor is welcome to utilize Company or Contractors 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 Company. PacifiCorp may require proof of insurance.
- **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. Parking will be reimbursed 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 \$65 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 you (or contracting agency) purchase 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 the Work Site(s) or contractor's 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 contractor or sub 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. **Itemized receipts are required for all reimbursable expenses.**

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
12/1/2015	Hotel room charge	98.11		Yes
12/1/2015	Meals	27.24		Yes
12/1/2015	Vehicle Rental	34.55		Yes
12/1/2015	Fuel	12.95		Yes