

**GENERAL SERVICES CONTRACT**  
**BETWEEN**  
**PACIFICORP**  
**AND**  
**FOR**  
**OPERATION & MAINTENANCE SERVICES FOR PHOTOVOLTAIC PROJECT**  
**AT**

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**PARTIES**

The Parties to this General Services Contract (“Contract”) are **PACIFICORP** (hereinafter “Owner”) whose address is 825 NE Multnomah Street, Portland, Oregon 97232, and (hereinafter “Contractor”), whose address is . Owner and Contractor are hereinafter sometimes collectively referred to as “Parties” and individually as a “Party,” as the context may require.

**ARTICLE 1. DEFINITIONS**

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

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

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

**Effective Date** shall mean the date on which this Contract is executed by both Parties.

**Emergency** shall mean conditions under which, without effecting an immediate repair or replacement: (i) life, health, or safety would be endangered by operation of the Owner’s assets; (ii) the Owner’s assets would be unavailable for commercial use; or (iii) the Owner’s assets could not be operated, or demonstrated to be operating, in compliance with a) environmental regulations; b) regulations, policies or procedures issued by governmental or regulatory authorities; or c) prudent utility practice.

**Materials** shall mean all products, equipment, materials, goods, parts, associated hardware, documentation, spare parts, data packages and software to be provided to Owner, by Contractor, in conjunction with the Work.

**Force Majeure Event** shall mean a delay caused by any national or general strikes (but excluding strikes relating solely to the work force of Owner, Contractor or a Subcontractor), fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Contract was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the Party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the Party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor’s failure to place orders for Materials, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract.

**Hazardous Materials** shall mean any chemical, substance or material designated or regulated as a “hazardous material,” “hazardous waste,” “toxic substance” or any similar designation (including petroleum products) by any

national, federal, state, provincial, or local government (including any agency, authority, department, instrumentality or other subdivision of the foregoing) having or asserting environmental regulatory jurisdiction with respect to the substance or material, the Work or the Work Site.

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

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

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

**Personnel** shall mean the employees of Contractor or any of its agents, Subcontractors, or independent contractors who are employed to perform Work under this Contract.

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

**Service(s)** shall mean any labor, skill, or advice provided to Owner pursuant to this Contract as more particularly defined in Exhibit B.

**Services Commencement Date** is the date upon which the Contractor shall begin providing Services which shall be the commercial operation date of the SPS or the execution of this agreement, whichever is later.

**Solar Power System** is the solar power system ("SPS") that is owned and operated by the Owner and as more particularly defined in Exhibit A.

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

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

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

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

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

Contractor shall perform the Work in accordance with the terms set forth in this Contract including without limitation Exhibit B. Contractor shall be solely responsible for the means, methods, and procedures of performing the Work. Except as otherwise provided in this Contract, Contractor shall provide all necessary utilities and support services.

## **ARTICLE 3. TERM**

This Contract shall be effective on the Effective Date and will continue to be in effect for until the date that is the fifth (5th) anniversary date of the Services Commencement Date (the "Initial Term"), unless terminated earlier in accordance with the terms of this Contract. Prior to the expiration of the Initial Term, Owner shall have to option upon written notice to Contractor to extend the term of this Contract for two (2) additional one (1) year periods thereafter (each, a "Extension Term" and together with the Initial Term, the "Term").

Neither the completion of the Work nor any earlier termination of this Contract shall impact any warranties, indemnities, insurance requirements, confidentiality obligations, termination obligations or other obligations which by their own terms are intended to survive the completion of the Work, all of which shall continue in full force and effect after the Term. Time is of the essence with respect to Contractor's obligations under the Contract.

**ARTICLE 4. CONSIDERATION AND PAYMENT**

As full consideration for the satisfactory performance of Contractor's obligations under this Contract, Owner 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 Owner pursuant to the terms of Exhibit C. All invoices shall reference the applicable Contract number. The total amount of consideration payable for the Work is specified in Exhibit C.

All invoices shall be addressed as follows:

PacifiCorp

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**ARTICLE 5. TAXES**

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

**ARTICLE 6. ACCOUNTING AND AUDITING**

Contractor shall keep accurate and complete accounting records in support of any cost-based billings and claims to Owner in accordance with generally accepted accounting principles. Owner, or its audit representatives, shall have the right at any reasonable time or times to examine, audit, and copy the records, vouchers, and other 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 reproduction for three (3) years after completion or termination of this Contract.

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

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

**ARTICLE 7. CREDIT REQUIREMENTS**

Contractor shall meet the requirements of either 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 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 Owner, Contractor shall within thirty (30) calendar days provide Owner with copies of its most recent annual and quarterly financial statements prepared in accordance with generally accepted accounting principles.

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

In the event Contractor is unable to satisfy the credit requirements set forth in ARTICLE \_\_, CREDIT REQUIREMENTS at any time during the performance of the Work, or if Contractor experiences a Material Adverse Change at any time during such performance, then Contractor shall provide Owner with security against defaults by Contractor under this Contract in such form and amount as may be reasonably required by Owner ("Default Security"), and pursuant to such additional agreements or instruments as may be reasonably required by Owner, including but not limited to letters of credit, third party guaranties, escrow accounts, labor and material payment bonds and/or performance bonds. Owner 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 Owner shall increase or decrease the existing amount of Default Security, as appropriate. At no time shall the amount of Default Security to which Owner is entitled pursuant to this Article be less than Owner's Net Replacement Costs.

The terms of any letter of credit required by Owner shall conform to the attached Exhibit D, as well as the requirements of this Contract and be issued by a bank acceptable to Owner. The letter of credit shall provide for payment to Owner of the letter of credit stated amount if Contractor defaults under the terms of this Contract. The Owner 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 Contractor.

#### **ARTICLE 9. WITHHOLDING PAYMENT**

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

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

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

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

If to Owner: \_\_\_\_\_

If to Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

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 Owner, Owner may reject Work which, in Owner’s opinion, fails to conform to this Contract. Contractor, at its sole expense, shall: (i) promptly re-perform or replace any Services or Materials so as to conform with the requirements of this Contract; and (ii) remove from the Work Site all Materials rejected by Owner, 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 Owner for all costs incurred by Owner to restore anything disturbed to its previous condition.

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

**ARTICLE 12. WARRANTY**

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

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

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

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

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. LIQUIDATED DAMAGES**

If Contractor fails to perform the Work in accordance with and within the time specified in Article 7 of Exhibit B to this Contract, the Owner 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 be incurred by Owner as a result of Contractor's failure to perform the Work in accordance with and within the time specified in this Contract. The Parties accordingly agree, having taken into account all factors that they deem appropriate, including all of the respective rights and obligations under this Contract, that liquidated damages are in lieu of actual damages and are the Parties' reasonable estimate of fair compensation for the losses that are reasonably anticipated to be incurred by Owner from Contractor's failure to timely perform in accordance with the Contract, and do not constitute a penalty. The payment of liquidated damages (and, to the extent applicable, termination of the Contract by Owner for default in accordance with the terms hereof) shall be Contractor's sole and exclusive obligation and Owner's sole and exclusive remedy with respect to the failure to timely perform in accordance with the guaranteed dates set forth in this Contract. The sole and exclusive remedy provision set forth in this Article applies only to delay claims and not to any other damage claims Owner may have under this Contract.

Liquidated damages shall mean an amount equal to \$750 per day for each calendar day on which Contractor fails to meet its obligations within the response time periods described in Exhibit B, Article 7.

In the event that the provisions for the payment of liquidated damages are held to be unenforceable as a matter of law, Contractor shall be liable for all actual damages that may be available at law for late delivery, including loss of profit or income, loss of use, loss or 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**

Owner may at any time in writing direct changes and/or additions within the general scope of this Contract, direct the omission of or variation in Work, or alter the schedule. If any such direction results in a material change in the amount or character of the Work, an equitable adjustment in the Contract price and/or 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 \_\_, CLAIM NOTICE AND RESOLUTION PROCEDURE.

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

### **ARTICLE 15. INSURANCE**

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 such insurance as will protect Contractor from liability and claims for injuries and damages which may arise out of or result from Contractor's operations under the Contract and for which Contractor may be legally liable, whether such operations are by Contractor or a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall insure the risks associated with the Work and this Contract with minimum coverages and limits as set forth below:

Workers' Compensation. Contractor shall comply with all applicable workers' compensation laws and shall furnish proof thereof satisfactory to Owner prior to commencing Work. If Work is to be performed in Washington or Wyoming, Contractor will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap (employer's liability) endorsement. Coverage should also provide applicable federal regulations (including, without limitation, FELA, USL&H and the Jones Act).

Employers' Liability. Contractor shall maintain employers' liability insurance with a minimum single limit of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.



Commercial General Liability. Contractor shall maintain commercial general liability insurance on the most recently approved ISO policy form, 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) and shall include the following coverages:

- 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. Sudden and accidental pollution liability, as applicable

Business Automobile Liability. Contractor shall maintain business automobile liability insurance on the most recently approved ISO policy form, 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 vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Work. If applicable, the automobile liability policy will include pollution liability coverage equivalent to that provided under the ISO Pollution Liability Broadened Coverage for Covered Autos endorsement (CA9948) and Motor Carrier Act endorsement (MCS90) shall be attached.

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

Transit and Installation. Contractor shall maintain transit and installation insurance covering all worldwide air, land and water shipments, and installation of plant, equipment, machinery, components, supplies and materials, and shall include loading and unloading if Work conducted by Contractor or any Subcontractor, and offsite storage, if applicable. Coverage shall attach at Contractor's point of shipment and continue until installed, constructed or rigged by Contractor or its Subcontractors in conjunction with this Work. Transit insurance shall be provided on an all risk basis to include direct physical loss or damage, including but not limited to loss caused by war, terrorism, strike, riot and civil commotion, and fabrication/repairs. Losses resulting from damage during transit shall be provided to cover full replacement cost of the plant, equipment, machinery, components, supplies and materials being shipped and provide valuation of not less than CIF plus 10%.

Installation insurance shall be provided on an all risk basis with normal and customary exclusions and will include coverage for mechanical breakdown, testing and commissioning and resulting damage to the Work from faulty design, workmanship and materials on a full replacement cost basis of this property while located at any one location at any one time, and shall protect against loss while property is in the care, custody or control of Contractor or its Subcontractors.

Deductibles shall not be greater than \$100,000 for any loss. Contractor shall have obtained such transit or installation coverage on or prior to the date on which the exposure to the risk arises. Owner will be named loss payee or additional named insured for its interest in the covered property.

Owner does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Contractor, and Contractor shall be solely responsible for any deficiencies thereof.

Except for workers' compensation, the policies required herein shall include provisions or endorsements naming Owner, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, servants and insurers as additional insureds. The Commercial General Liability additional insured endorsement shall be ISO Form CG 20 10 or its equivalent.

To the extent of Contractor's negligent acts or omissions, all policies required by this Contract shall include: (i) provisions that such insurance is primary insurance with respect to the interests of Owner and that any other insurance maintained by Owner 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 in the commercial general liability and automobile liability coverage; 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 Owner if canceled for nonpayment of premium; or (b) thirty (30) calendar days prior written Notice to Owner 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 Owner, 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 evidenced by waiver of subrogation wording.

A certificate of insurance shall be furnished to Owner confirming the issuance of such insurance prior to commencement of Work by Contractor. Should a loss arise during the term of the Contract that may give rise to a claim against Contractor and/or the Owner as an additional insured, Contractor shall deliver to the Owner (or cause to be delivered to the Owner) certified copies of such insurance policies.

Contractor shall require Subcontractors who perform Work at the Work Site to carry liability insurance (auto, commercial general liability and excess) and workers' compensation/employer's liability insurance commensurate with their respective scopes of work. Contractor shall remain responsible for any claims, lawsuits, losses and expenses included defense costs that exceed any of its Subcontractors' insurance limits or for uninsured claims or losses.

#### **ARTICLE 16. INDEMNIFICATION**

Contractor specifically and expressly agrees to indemnify, defend, and hold harmless Owner 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 the acts, errors or omissions of Contractor, its employees, agents, representatives or Subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of Contractor's obligations under this Contract or in any way related to this Contract. The indemnity obligations under this Article shall include without limitation:

- a. Loss of or damage to any property of Owner, Contractor or any third party;
- b. Bodily injury to, or death of any person(s), including without limitation employees of Owner, 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 \_\_, INSURANCE. Contractor's indemnity obligation under this Article shall not extend to any liability caused by the sole negligence of any of the Indemnitees.

To the extent applicable, Contractor specifically and expressly waives any immunity under either Industrial Insurance, Title 51, RCW, or Workers' Compensation Law, Chapter 656, ORS, 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 at all times enforce strict discipline and good order among its employees and the employees of any Subcontractor of any tier. Contractor shall not permit or allow the introduction or use of any firearms, illegal drugs or intoxicating liquor upon the Work under this Contract, or upon any of the grounds occupied, controlled, or used by Contractor in the performance of the Work. Contractor shall immediately remove from the Work, whenever requested by Owner, any person considered by Owner to be incompetent, insubordinate, careless, disorderly, in violation of the above

restriction on firearms, illegal drugs or intoxicating liquor, or under the influence of illegal drugs or intoxicating liquor, and such person shall not again be employed in the performance of the Work herein without the consent of Owner.

**ARTICLE 18. RESERVED**

**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 Article. 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 Owner 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 Owner in a timely manner.

**ARTICLE 20. DEPARTMENT OF TRANSPORTATION**

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

**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 Owner 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 Owner 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. Owner shall be permitted to audit such records as reasonably necessary to confirm Contractor's compliance with this Article. Contractor shall immediately provide notice to Owner of any facts, circumstances or allegations that constitute or might constitute a breach of this Article and shall cooperate with Owner's subsequent investigation of such matters. Contractor shall indemnify and hold Owner harmless from all fines, penalties, expenses or other losses sustained by Owner 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. RISK OF LOSS**

Contractor assumes risk of loss and full responsibility for the cost of replacing "in-progress" Work and any incorporated Materials (including any insurance deductibles and uninsured losses) until the earlier of acceptance or beneficial use by Owner. This provision shall apply regardless of whether Owner holds title to the "in-progress" Work and any incorporated Materials. This provision shall not apply to the extent such loss or damage is a result of the negligence or intentional misconduct of Owner or Owner's agents during such time as such agents are acting under Owner's control.

**ARTICLE 23. LABOR**

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

**ARTICLE 24. INSPECTION AND TESTING**

All Work will be subject to inspection and testing at any reasonable time or times by Owner, 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 Owner nor payment therefore shall relieve Contractor from any of its obligations under this Contract.

Any inspection and testing performed by Owner 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 Owner.

**ARTICLE 25. REVIEW OF DELIVERABLES**

Review by Owner of any Deliverables 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 Deliverables or the materials fabricated from such Deliverables.

**ARTICLE 26. SITE REGULATIONS**

Contractor while performing Work at the Work Site shall make itself aware of and adhere to the Owner Work Site regulations, if any, including without limitation environmental protection, loss control, dust control, safety, and security. In addition, Contractor shall develop and submit to Owner prior to the commencement of Services a safety assurance plan meeting the requirements set forth in Exhibit E. Further, Contractor shall comply with any background check requirements or other access requirements that are applicable to its Personnel performing Work at Owner Facilities based Owner's policies and procedures in effect from time to time. Owner, or its audit representatives, shall have the right at any reasonable time or times to examine, audit and copy the records and documents pertaining to such requirements, provided Contractor may redact personal information (i.e. SSNs/birthdates) from such records.

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

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

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

**ARTICLE 28. HAZARDOUS MATERIALS**

Contractor shall comply with, and cause all Subcontractors to comply with, all applicable statutes, laws, rules, regulations, codes, ordinances, decrees, writs, orders or similar requirements concerning Hazardous Materials. Without

limiting the generality of the foregoing provision, Contractor shall comply with the following sections of the Owner's hazard communication program:

- a. Materials Safety Data Sheets ("MSDS") for all Hazardous Materials that Contractor or its Subcontractors plan to bring to the Work Site must first be presented to Owner for review by Owner's applicable safety coordinator.
- b. Contractor shall furnish appropriate MSDS and appropriate labels with all Hazardous Materials brought to the Work Site. All Hazardous Materials will be contained so as to meet applicable legal requirements.
- c. Contractor will cause all of its employees, and the employees of its Subcontractors, to review the MSDS of Hazardous Materials and to follow the requirements of the OSHA Hazard Communication Standard.

Contractor is responsible for all applicable training and adherence to the OSHA Hazard Communication Standard by their employees, Subcontractors, and Subcontractor's employees.

Contractor shall be solely responsible for all losses arising from Hazardous Materials brought to the Work Site by Contractor or its Subcontractors during the performance of the Work, including the storage, transportation, processing and disposal of Hazardous Materials. Contractor shall be solely responsible for all losses related to the Hazardous Materials brought to the Work Site by Contractor or its Subcontractors including, without limitation: (i) the remediation of any environmental condition caused by such Hazardous Materials, and (ii) any fines or penalties imposed by any governmental authority having or asserting jurisdiction with respect to the Hazardous Materials or Work.

#### **ARTICLE 29. PROTECTION OF EXISTING FACILITIES**

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

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

#### **ARTICLE 30. 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 Owner.

#### **ARTICLE 31. PROGRESS MEETINGS**

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

#### **ARTICLE 32. SUPERINTENDENCE BY CONTRACTOR**

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

#### **ARTICLE 33. USE OF PREMISES AND TRESPASS**

Contractor shall confine the storage of materials and construction equipment to locations acceptable to Owner and in accordance with all applicable ordinances, regulations, or laws. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices to properly protect any person having access to or near the Work Site. Contractor shall be solely responsible for any act of trespass or any damage to adjacent property resulting from or in connection with its operations under this Contract.

#### **ARTICLE 34. 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 Owner or by Contractor.

**ARTICLE 35. COOPERATION WITH OTHERS**

Contractor shall fully cooperate and coordinate with Owner 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 Owner employees or other contractors.

**ARTICLE 36. CLEANUP**

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

**ARTICLE 37. LIENS**

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

If any lien arising out of this Contract is filed before or after Work is completed, Contractor, within ten (10) calendar days after receiving from Owner written Notice of such lien, shall obtain release of or otherwise satisfy such lien. If Contractor fails to do so, Owner 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 Owner for all costs incurred and expenditures made by Owner in obtaining such release or satisfaction. If any non-payment claim is made directly against Owner arising out of non-payment to any Subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from Owner written Notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse Owner for all costs incurred and expenditures made by Owner to satisfy such claim.

Contractor's obligation to indemnify, defend and hold harmless Owner from liens and claims 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. Owner 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 38. PAYMENT AND PERFORMANCE BONDS**

At the Owner's sole option, Contractor shall furnish payment and performance bonds in the amount of up to one-hundred percent (100%) of the Contract price. Such bonds, if any, cover full and faithful performance of all conditions and provisions hereunder, including the payment of all materials and labor incurred by Contractor in the performance of this Contract, including changed Work as provided in ARTICLE \_\_, CHANGES. Said bonds shall be issued on a form and with a surety company acceptable to Owner.

**ARTICLE 39. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS**

Contractor shall advise Owner 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. Owner 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 40. CLAIM NOTICE AND RESOLUTION PROCEDURE**

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

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

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

#### **ARTICLE 41. SUSPENSION OF WORK**

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

#### **ARTICLE 42. TERMINATION FOR CONVENIENCE**

Owner may terminate this Contract in whole or in part at any time without cause prior to its completion by sending to Contractor written Notice of such termination. Upon such termination, Owner shall pay to Contractor, in full satisfaction and discharge of all liabilities and obligations owed Contractor, an equitable amount for all Work satisfactorily performed by Contractor as of the date of termination, plus an equitable termination fee to address Subcontractor termination charges and other out-of-pocket costs incurred by Contractor as the result of the termination provided that such costs cannot be reasonably mitigated. Owner shall not be liable for anticipated profits based upon Work not yet performed.

#### **ARTICLE 43. TERMINATION FOR CAUSE**

1. For purposes of this Contract, a default by Contractor shall be the occurrence of any of the following:
  - a. A breach by Contractor of any of its material obligations under this Contract, if such breach continues uncured for a period of ten (10) calendar days after receipt of written Notice from Owner, unless such breach cannot by its nature be remedied within such period in which event Contractor shall provide evidence reasonably satisfactory to Owner within ten (10) calendar days after receipt of such Notice that the cure of such breach has commenced and Contractor thereafter makes reasonable and continuous progress to that end. For purposes of this Contract, a default by Contractor shall be deemed to include, without limitation, Contractor's refusal or neglect to supply sufficient and properly skilled workmen, materials of the proper quality or quantity, or equipment necessary to perform the Work described in this Contract properly, or Contractor's failure in any respect to prosecute the Work described in this Contract or any part thereof with promptness, diligence and in accordance with all of the material provisions hereof;
  - b. A determination that any representation, statement or warranty made by Contractor in this Contract or any other statement, report or document which Contractor is required to furnish to Owner, 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 Owner, including without limitation the posting of Default Security pursuant to ARTICLE \_\_, SECURITY.
2. Upon the occurrence of any such default, following the applicable process described in this Article, Owner shall be entitled upon written Notice to Contractor, and without Notice to Contractor's sureties and without limiting any of Owner'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 default and collect the Net Replacement Costs incurred to complete the Work.
3. Upon the occurrence of any such default, following the applicable process described in this Article, Owner 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 Owner in making an inventory of all Materials in storage at Contractor's facility, en route to Contractor's facility, in storage or manufacture elsewhere, en route to Owner 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 Owner any and all subcontracts and equipment rental agreements as designated in writing by Owner.
5. In the event of such termination, Owner may, for the purpose of completing the Work or enforcing these provisions, take possession of all Materials, tools, appliances, documentation, software source media, flow charts, documents and other Deliverables at the Owner's Work Site belonging to or under the control of Contractor, and may use them or may finish the Work by whatever method it may deem expedient including: (i) Owner 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 Owner may deem advisable; or (ii) Owner may itself provide any labor or materials to complete the Work. Contractor shall cooperate with and assist Owner in attempting to acquire from Contractor's 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 Owner shall not have any broader rights to use or disclose such proprietary materials as a result of such termination. Any software embodying any of Contractor's proprietary materials shall also be subject to the provisions herein. In the event of such a termination, Contractor shall not be entitled to receive any further payment until the Work is completed, and such amounts may be offset against Owner'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 default, following the applicable process described in this Article, Owner shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that Owner may have against Contractor under this Contract or at law or in equity (provided, however that Owner 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 44. DELAYS**

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

**Owner-Caused Delay.** If Contractor is actually delayed in its performance of the Work by the actions or omissions of the Owner (excluding Owner's good faith exercise of rights and remedies provided under the Contract), or by changes ordered with respect to the Work, and if Contractor is able to prove that it has used all reasonable means to



avoid or minimize the effects of the delay, then Contractor's guaranteed completion dates shall be equitably adjusted to reflect the impacts of such Owner-caused delays. Owner may, at its discretion, in lieu of granting an extension of time, require Contractor to regain the schedule whereby Owner 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 and within the time specified in the Contract, and the failure to timely perform is in no way related to either a Force Majeure Event or Owner-caused delay, Contractor shall pay liquidated damages as indicated in ARTICLE \_\_, LIQUIDATED DAMAGES.

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

If, at any time, Owner 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 Owner.

#### **ARTICLE 45. SITE INVESTIGATION**

Contractor represents it has satisfied itself as to the nature and location of the Work, the general, local, physical and other conditions of the Work, particularly those bearing upon transportation, access, disposal, handling and storage of materials, availability and quality of labor, water, electric power, roads, uncertainties of weather, including flash floods or similar physical conditions at the Work Site, the character of conditions on the ground, the character, quality and quantity of surface and subsurface material to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the Work, and all other matters which could in any way affect the Work or the cost thereof under this Contract. The failure of Contractor to adequately investigate and acquaint itself with the available information concerning these conditions and all other matters which could in any way affect the Work or the cost thereof under this Contract shall not relieve Contractor from its responsibility for properly estimating the difficulties and costs of successfully performing the Work and completing this Contract, and shall not be grounds for adjusting either the price or the schedule. Owner 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 46. CHANGED CONDITIONS**

Contractor shall immediately and before such physical conditions are disturbed, provide Notice to Owner of: (i) subsurface or latent physical conditions at the Work Site differing materially from those indicated in this Contract and which could not have been discovered pursuant to the site investigations for which Contractor is responsible under ARTICLE \_\_, SITE INVESTIGATION; or (ii) unknown physical conditions at the Work Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract and which could not have been discovered pursuant to the site investigations for which Contractor is responsible under ARTICLE \_\_, SITE INVESTIGATION. Owner 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 \_\_, CLAIM NOTICE AND RESOLUTION PROCEDURE.

#### **ARTICLE 47. COMPLIANCE WITH LAWS**

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

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

#### **ARTICLE 48. 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 Owner in any respect. Contractor shall maintain complete control over Contractor's employees.

#### **ARTICLE 49. 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 Owner, except as required by law. Neither the names of Owner, nor the Work Site shall be used in any advertising or other promotional context by Contractor without the express prior written consent of Owner.

#### **ARTICLE 50. CONFIDENTIAL INFORMATION; NONDISCLOSURE**

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

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

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

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

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

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

#### **ARTICLE 51. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

All materials prepared or developed hereunder by Contractor or its employees, or Subcontractors or their employees or agents, including documents, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of Owner when prepared, whether delivered to Owner or

not, and shall, together with any materials furnished Contractor and its employees by Owner hereunder, be delivered to Owner upon request, and, in any event, upon termination or final acceptance of the Work. Contractor agrees that all Work prepared by it, or its employees, agents or Subcontractors of any tier, or their employees, under this Contract which is subject to protection under copyright laws constitutes "work made for hire," all copyrights to which belong to Owner. In any event, Contractor assigns to Owner all intellectual property rights in such Work whether by way of copyright, trade secret or otherwise, and whether or not subject to protection by copyright laws. Contractor shall retain all rights to its preexisting standard details, specifications, computer software or other intellectual property. Such preexisting materials are hereby licensed to Owner, through a fully paid perpetual license, for Owner's own use for the Work that is the subject of this Contract to the fullest extent necessary to accomplish the purposes of this Contract any future use, maintenance or repair of the Work.

#### **ARTICLE 52. PATENT AND COPYRIGHT INDEMNITY**

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

In case any Service or Materials, or any combination thereof, is in such suit held to constitute such an infringement and the use of said Service or Materials is enjoined, Contractor shall, at its expense and through mutual agreement between the Owner and Contractor, either procure for Owner the right to continue using said Service or Materials, replace same with a non-infringing Service or Materials, or modify same so it becomes non-infringing.

#### **ARTICLE 53. ASSIGNMENT**

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

#### **ARTICLE 54. SUBCONTRACTS**

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

#### **ARTICLE 55. NON-EXCLUSIVE RIGHTS**

Nothing in this Contract is to be construed as granting to Contractor an exclusive right to provide any or all of the Work anticipated herein. The use of Contractor's Services is completely discretionary with Owner. This Contract shall not be construed in any way to impose a duty upon Owner to use Contractor.

#### **ARTICLE 56. NONWAIVER**

The failure of Owner 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 Owner's right to enforce such terms or rights on any future occasion.

#### **ARTICLE 57. 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 58. APPLICABLE LAW AND VENUE**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the state in which the project Work Site is located. Any litigation between the Parties arising out of or relating to this Contract will be conducted exclusively in appropriate federal or state courts of such state, and Contractor consents to jurisdiction by such courts. 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 59. ENTIRE CONTRACT; DOCUMENTS INCORPORATED BY REFERENCE**

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

Owner 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 60. EXECUTION AND EFFECTIVE DATE**

This Contract has been executed by duly authorized representatives of the Parties and shall be effective as of the Effective Date.

**CONTRACTOR:**

**OWNER:**

**PacifiCorp**

**By:**

\_\_\_\_\_

(Signature)

**By:**

\_\_\_\_\_

(Signature)

**Name:**

\_\_\_\_\_

(Type or Print)

**Name:**

\_\_\_\_\_

(Type or Print)

**Title:**

\_\_\_\_\_

(Date Executed)

**Title:**

\_\_\_\_\_

(Date Executed)

## EXHIBIT A

### SOLAR POWER SYSTEM - PROJECT SUMMARY

#### Location

\_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_ (State)

The site is an approximately \_\_\_ acre site located near the Town of \_\_\_\_\_, \_\_\_\_\_ (State).

#### Project Description

The project will have a design output of \_\_\_ MW<sub>ac</sub> (the “PV System”). The system will consist of thin film / crystalline (c-Si) panels with a nominal DC rating of \_\_\_ watts per panel and an aggregate nameplate capacity of approximately \_\_\_ MW<sub>dc</sub>. The panels will be erected on a fixed / single axis tracker system, including controls and \_\_\_ (#) \_\_\_ kW<sub>ac</sub> \_\_\_\_\_ inverters. The project will utilize fixed tilt / single axis trackers manufactured by \_\_\_\_\_. The perimeter of the site will be fenced (8’ high with 1’ top guard with three strands of barbed wire).

The panel supports/tracking system will be mounted approximately \_\_\_ ( ) feet above ground level on driven galvanized steel support posts. Each tracker row will be level, but the height of the rows within a tracker block will generally follow existing surface topography (if applicable). The posts will be spaced between \_\_\_’ on centers. A drive gearbox, motor, and relay control panel or a slave (non-motorized) gearbox will be mounted on a column cap on support post near the middle of each tracker row (if applicable).

The PV modules will be attached to the racking/torque tubes using mounting clamp assemblies.

The PV modules selected are manufactured by \_\_\_\_\_ which have an STC rated output of \_\_\_ watts DC. The PV modules will be configured in \_\_\_ module strings.

The output from each inverter is pre-wired to the switchboard through an \_\_\_ amp circuit breaker. The switchboard inside the enclosure will be wired to the \_\_\_ kVA transformer.

The transformers for the units to be installed for the entire PV System will be connected through a \_\_\_ kV class metal clad switchgear in a NEMA 3R enclosure. The switchgear will have a pull section for the PV side, sections for protective relays, a \_\_\_ amp drawout vacuum breaker, metering CT and PT, surge arrestor, \_\_\_ amp visible blade switch, and a transition section for the utility side. The point of interconnection will be a \_\_\_\_\_ distribution feeder line.

Plant control power will be provided from \_\_\_\_\_ transformer that is fed off of the \_\_\_ kV switchgear.

The system will utilize a \_\_\_ monitoring system platform, including interconnection communications.

The monitoring system will monitor data at each inverter through a revenue grade meter. The monitoring system provides energy generation data, historical data, solar insolation attributes, and meteorological data. The system will be configured to provide data updates every fifteen minutes, but can be configured to provide updates more frequently. A weather station will also be supplied that will provide current weather data, including wind speed and directional data, temperature and irradiance. Alarms and notices can instantly alert the system manager to potential system problems and outages.

### Warranties

All major equipment is covered under a minimum of a five (5) year warranty. The warranties are valid through either through the EPC contractor's wrap on the equipment or the warranties provided by the equipment supplier to the EPC contractor.

## EXHIBIT B

### SCOPE OF WORK

As of the Services Commencement Date, Owner and Contractor shall provide the Services described below at the frequency indicated in accordance with the terms and conditions of this Agreement. The Contractor will ensure all employees who perform all activities relating to the work are qualified to perform the work per prudent utility practices and shall be performed with all local, state, federal requirements and applicable laws. All work performed by Contractor shall be performed in accordance with Owner's Small Generator Interconnection Agreement and Prudent Industry Standards. The scope of services to be provided by the O&M Contractor is categorized as follows:

1. Vegetation management (priced as an option), Grounds Keeping and Pest Control
2. Site inspections and infrastructure
3. Equipment inspections, preventive maintenance and equipment calibration
4. Performance monitoring and reporting
5. Support Services
6. Warranty monitoring and expediting
7. Administration
8. Periodic panel cleaning services (priced as an option)

#### **1. Vegetation and Debris Management**

Trash and debris shall be collected on a monthly basis and prior to mowing and/or grading. Trash and debris within five feet of the outside perimeter of the fence shall be collected and disposed. All trash, debris and plant material shall be disposed of in an appropriate, permitted landfill.

Contractor shall periodically monitor for pests and submit to Owner a program for pest mitigation or eradication should the presence of the pests poses a health/safety hazard, potential damage to the facility and have an impact on the availability/reliability of the facility.

Vegetation management (**Priced as an Optional Service**) - Contractor shall move and/or remove weeds and plants that could present a fire danger or materially interfere with the safe and effective operation and maintenance of the facility. Following each mowing the modules shall be inspected to determine if any equipment damage has resulted due to the mowing. The Contractor shall determine the most effective methods (mowing, herbicide, animal control) and timing to perform this work.

Pest Control (**Priced as an Optional Service**) - Costs for implementation of pest mitigation/removal measures will be an option.

## **2. Site Inspections and Infrastructure**

Contractor shall walk down the facility monthly for the initial year of service and perform a visual inspection of site. Subsequent years will have quarterly inspections. After the initial year of service, an additional inspection shall also be performed following a severe weather event (hail or significant snow load). The inspections will include:

- Safety hazards
- General site condition and shading
- Fencing, signage and gates
- Site grading and roads for erosion, contamination and disturbances
- PV modules for breakage and discoloration
- Racking integrity and externally visible panel-to-panel wiring
- Tracker motors and drives (if applicable). Inspect for leaks and repair as required
  - Contractor shall promptly contact Owner's representative if a leak has occurred
- Wire, insulation and connectors for loose and high resistance connections, insulation damage
- Area lighting and cameras.
- Visual inspections for the presence of pests or damage created by pests.
- Visual inspection of medium voltage transformers, including meters, instruments, oil level, temperature and pressure and leakage
- Visual inspection of inverters, switchgear, controls, power metering and other electrical and electronic equipment.
- Visual inspection of structure for excessive wear. List areas of wear in report and repair with cold galvanized paint.
- Visual inspection of structure bonding straps; list findings in report, repair and replace bonding straps as needed.
- Spot check structural bolts for torque
- Prepare and submit a report describing
  - Conditions of each inspection
  - Actions taken and actions needed or planned
  - Include in the next monthly report described in Section 4.0 below

If vandalism, theft or a force majeure event appear to have occurred Contractor shall promptly notify Owner's representative. Contractor's notification shall be no less than 24 hours after Contractor identifies the vandalism, theft or force majeure event. Within 72 hours, Contractor will provide a written report documenting the impact of the vandalism or theft with the proposed remedy and cost to effect repairs. If directed by Owner, Contractor shall cause repairs to be made to return the operational capability of the facility. The Owner will reimburse Contractor for all reasonable costs required to perform the repairs.

## **3. Equipment Inspections; Preventive, Predictive and Condition Based Maintenance; Testing and Equipment Calibration**



Major equipment shall be inspected and preventive, predictive and condition based maintenance performed in compliance with the manufacturer's recommendations. Equipment to be inspected includes:

- Tracker motors, drives and connections (if applicable).
  - Manufacturer's or Contractor's recommended inspections
  - Check fluids and lubricants
  - Tilt sensor
- Inverters
  - Visual inspection of enclosure for rust/corrosion; repair by sanding area and touch-up painting
  - Clear out dust, dirt, etc. from inverter enclosure, fan, and heat-sink
  - Clean or replace air filters and vents
  - Thermograph the inverter, connections and switches
  - Tighten all lugs inside inverter
  - Check for proper cooling fan operation, after inverter is turned back on
  - Take all inverter information listed in testing log with temperature light
- Step-up and step-down transformers
  - Manufacturer's recommended inspection
  - Thermograph
- Switches, breakers and relays
  - Manufacturer's recommended inspection
  - Functional breaker and relay tests
  - Thermograph
- Combiner boxes, internal wiring and connections
  - Thermograph
  - Tighten all lugs inside equipment
  - Check all fuses for cleared fuses; replace any cleared fuses, and list circuit and specific inverter in report
  - Test and record all circuits, open circuit voltage, current, light, temperature at sites using Operator's standard test procedure and log sheet supplied by Operator at time of testing; repair any faulty circuits
- Monitoring System and Weather station
  - Maintain monitoring system and weather station in accordance with the stricter of the manufacturer's recommendations or terms of the EPC contract performance test
  - Tighten all connections
  - Clear off all pyrometers with glass wipes, take light meter reading before and after cleaning and note time of day, to cross-check with monitoring system
  - Check wind sensors for obstructions; note findings

- Lube moving parts of wind sensor
- Turn on and off to ensure they are communicating and ensure backup power is working
- Exchange units with Owner's spares for calibration per manufacturer's recommendations
- Record and report serial numbers of instruments in service, removed from service and removed from spares
- Clear any debris from temperature sensors
- Log kWh readings from inverters and contract meters during site inspections, and compare data in a 24-hour increment to monitoring system, to verify proper calibration of contract meters and monitoring system
- Modules
  - Visual inspection of array for damaged modules. List location of any damaged modules in report for future repair, as specified in this agreement.
  - Spot check mounting hardware for torque; list findings in report
  - Open circuit voltage test of 10% of the strings each year
  - One (1) module washing (rinsing, brushing, rinsing) during each year of the Agreement (**priced as an option**)
- Weather-tight Enclosures
  - Visual inspection of sealant
  - Internal visual inspection for water damage
  - Reapply sealant as needed
- Grounding
  - Visually inspect ground leads and connections
- Supervisory Control and Data Acquisition
  - Functional battery tests
  - Data validation
  - Server maintenance
- Report
  - Conditions of each inspection
  - Thermograph report with pictures of findings
  - Actions taken
  - Actions needed, plan and schedule
  - Included in the next monthly report described in Section 4.0 below

Where manufacturer's recommendations do not exist (i.e. combiner boxes) an inspection shall be made to ensure internals are clean, dry and wiring is free from corrosion.

#### **4. Performance monitoring and reporting**

##### **Performance Monitoring**

On a daily basis, Contractor will monitor the site, remotely, through its control center. This daily monitoring will enable rapid response to any equipment/system failures, as well as initiate any manufacturer warranty claims in an expedited manner.

In the event of a major event, such as a trip of the plant, substantial load reduction or major equipment failure, Contractor shall promptly notify Owner's representative by email or phone.

Contractor shall provide a monthly performance monitoring report through the remote monitoring system to:

- Identify equipment related failures or premature performance degradation.
- Determine if equipment/system failures or malfunctions are warranty issues that should be resolved by Contractor under the EPC Contractor's 5-year warranty wrap.
- Troubleshoot and update, as required, the remote monitoring system, working directly with the remote monitoring system vendor.
- Prepare periodic performance reports.

##### **Reporting**

Contractor shall provide weekly reports within one (1) working day of the end of the reporting period. The report shall include, as a minimum, the month-to-date availability, month-to-date energy production, month-to-date capacity factor, and month-to-date average global irradiance. The weekly reports shall include brief descriptions of causes of outages and curtailments. The beginning or end of the reporting period or the weekday on which the weekly report shall be due will be provided by the Owner Representative. Contractor shall send the weekly report to the Owner Representative by an electronic means in a format and file type acceptable to the Owner Representative.

Contractor shall provide monthly reports within 10 working days after the end of each month in electronic format. Monthly reports shall summarize:

- Report on any safety hazards and near-misses
- Report on any safety incidents (including any recordable or lost time incidents) and an update of Contractors safety ratios.
- Summary of any security breaches, vandalism or theft and action taken
- Report on any environmental issues.
- Physical conditions of the facility and equipment based on the periodic inspection (See Work Scope Item #2) including photographs documenting any uncovered issues
- Findings of equipment inspections; preventive, predictive and condition based maintenance; testing and equipment calibration
- Summary of maintenance activities performed in previous month
- Status of repairs still in progress

- Status of any warranty issues
- Recommendations for when the next panel cleaning should be performed
- Availability summary
  - o Scheduled outage hours and associated lost energy, if applicable
  - o Major reasons for scheduled outage
  - o Unscheduled outage hours and lost energy, if applicable
  - o Specify major contributors to unscheduled outages
  - o Degradation summary
- Monthly, Rolling 12-Month, and Year-to-Date Performance Summary:
  - o Total net generation (MWhs)
  - o Total auxiliary load (MWhs) for lighting and tracking
  - o Hourly production by day (Previous month only)
  - o Predicted versus actual production using PVsyst
  - o Monthly 12 x 24

Annual Report shall also include:

- Net generation by month (MWhs)
- Annual degradation (year over year) due to panel degradation
- Safety performance

#### **5. Periodic panel cleaning services**

Contractor shall provide pricing for optional one (1) module cleaning (rinsing, brushing, rinsing) service once per year and one (1) additional rinse per year. Contractor shall identify the optimum time when the module cleaning event shall be performed. Owner shall determine if such module cleaning shall be performed.

Contractor shall provide Owner with procedure to perform module cleaning services. Procedure shall identify water requirements, materials, equipment, manpower requirements, safety procedures, duration, and the use of any other cleaning additives, surfactants or detergents.

#### **6. Support services**

Contractor shall provide Owner support services by telephone or email on a twenty-four (24) hour per day, seven (7) day per week, 365 day per year basis.

Contractor shall provide operating services to maintain facility operation in compliance with the Small Generator Interconnection Agreement. Operating services shall include, but are not limited to:

- Maintaining voltage control mode and output with limits specified in the voltage schedule
- Curtailing production as directed

Contractor shall provide data reporting and analysis for monthly, quarterly and annual financial reporting.

Contractor shall maintain an inventory of spare parts adequate to minimize outages and to maintain sensor and instruments in accordance with relevant contracts. Contractor shall manage,

store, calibrate and maintain parts in accordance with manufacturer's recommendations and Prudent Industry Standards. Contractor shall provide Owner with a list of these spares and the location(s) where the spares are stored.

Contractor shall facilitate third party visitors, consultants and contractor visits and work at the facility.

#### **7. Warranty monitoring and expediting**

The Contractor will act on Owner's behalf to identify equipment warranty issues and to expedite any warranty claims through the EPC contractor to ensure a fully functioning facility in compliance with the EPC Contractor's warranty obligations and the underlying equipment warranty. Contractor shall use commercially reasonable efforts to ensure all parties providing warranties for the facility comply promptly and diligently with all of their respective warranty obligations, and using commercially reasonable efforts to give all parties providing warranties prompt and timely notice of all matters affecting their respective warranty obligations.

Contractor shall document all warranty claims including investigative work identifying a failed part, component or piece of equipment, correspondence with counter parties, and the work effort required to manage warranty claims.

#### **8. Administration and Response Times**

Investigate and assist Owner in their investigation of all accidents or damage relating to the facility and support the plan and implementation of remedial activities associated with any accidents or damage relating to the facility.

When known by the Contractor, notify Owner of property damage, personal injury or other loss concerning or relating to the facility and provide reasonable assistance and cooperation with respect to the administration of any insurance or warranty claims made in relation to the facility.

1. Contractor will be responsible for 72 hour or less onsite response to systems failure greater than or equal to 10% of the installed capacity. If it is not feasible for Contractor to perform corrective action within such period, then Contractor shall meet its response obligation by submitting within such period a detailed corrective action plan based on its on-site assessment.
2. Contractor will be fully responsible for abiding by the terms of the equipment warranty and taking all actions necessary to ensure the expeditious replacement and or repair of the warranty item in the event of equipment failure or breakage.
3. With respect to the solar modules or the inverters themselves the O&M Contractor will be specifically responsible for the following:
  - i. Notifying Owner and responding to module breakages, substandard performance (as defined by the solar module and inverter warranties) including failure, Force Majeure events, theft and vandalism greater than 50 PV modules, or 1 inverter, as the case may be, at the facility within 24 hours and to provide written recommendations to resolve the issue.

- ii. Provide Owner with a written analysis for causes of above breakages and malfunctions within five (5) business days of learning of the breakages.
- iii. Once the required actions necessary to resolve the breakages have been agreed to by Owner, the Contractor will be responsible for coordinating all logistics with the solar module or inverter manufacturer.
- iv. Once received by the Contractor and if not covered by the terms of the EPC Contractor Warranty, the Contractor will be responsible for the installation of the modules (or inverter) according to best practices as described in the manufacturer's most recent installation manuals. These services to be paid on T&M if not covered by the warranty of the EPC Contractor.

**9. Safety**

Contractor shall perform all activities in strict compliance with Contractor's safety program which is attached as part of this agreement.

**EXHIBIT C**

**PRICING SCHEDULE**

As full compensation to Contractor for the performance of Services hereunder, Owner shall pay Contractor the following Service Fee after the Services Commencement Date:

<b>INITIAL ANNUAL SERVICE FEE</b>	<b>PAYMENT FREQUENCY</b>
\$ _____ .00	To be paid quarterly in equal amounts (\$ _____ per quarter) with the first amount to be paid upon the latter of: the facility is placed in commercial operation or upon execution of an O&M Agreement. Quarterly payments will be invoiced at the beginning of each quarter.

The Annual Service Fee will escalate at a rate of \_\_\_\_% per year beginning at the first anniversary of the Services Commencement Date.

The annual service fee listed above does not include sales taxes.

The Annual Service Fee beginning in year 2 and for all subsequent years will be \$ \_\_\_\_\_ and will be subject to the escalation rate percentage of \_\_\_\_% per year.

The Annual Service Fee does not include the Annual Vegetation Management Fee which is as follows:

<b>ANNUAL VEGETATION MANAGEMENT FEE</b>	<b>PAYMENT FREQUENCY</b>
\$ _____	To be paid annually if such work is directed by Owner; the fee will be invoiced at the beginning of each year.

The Annual Service Fee does not include the module wash (rinse, scrubbing followed by second rinse) which is as follows. The work should only be performed at the direction of the Owner.

MODULE CLEANING FEE	PAYMENT FREQUENCY
\$ _____	To be paid per occurrence; the fee will be invoiced following completion of the service.

### BILLING RATE SCHEDULE FOR NON-COVERED SERVICES

For Non-Covered Services matching the description set forth below, where such services are verified by documentation reasonably requested by Owner, including but not limited to timesheets including hours worked and narrative descriptions of work performed, paid invoices, and receipts, the following rates shall apply, which rates are inclusive of all costs to Contractor for such services, including but not limited to payroll burdens, supervision, overhead and profit:

Charge Description	Amount	Notes
Contractor Engineering Support	\$ _____	Hourly rate charged for labor which is: (1) for the performance of engineering services; (2) performed by a licensed engineer; (3) requested by Owner; and (4) Non-Covered Services.
Contractor Field Service Support	\$ _____	Hourly rate charged for labor which is: (1) not Contractor Engineering Support or Subcontracted Labor (as defined in this Exhibit), whether such labor is performed by a licensed engineer or not; (2) requested by Owner; and (3) Non-Covered Services.
Subcontracted Labor	Actual Cost to Contractor + _____%	Cost charged for labor which is: (1) subcontracted labor, including but not limited to work performed by independent contractors or temporary employees performing on behalf of Contractor, whether such labor is for engineering services or not; (2) requested by Owner; and (3) Non-Covered Services.
Travel Expenses	Actual Cost to Contractor	Cost charged for reasonable transportation, lodging, meals and incidental costs arising solely from Contractor's performance of Non-



		Covered Services, which costs shall be consistent with Contractor's travel expense policy in effect as of the Effective Date.
Materials	Actual Cost to Contractor + ___%	Cost charged for materials and other equipment, including spare parts, necessary for performance of any Non-Covered Services requested by Owner.

## EXHIBIT D

### LETTER OF CREDIT REQUIREMENTS

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

- Owner 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 Owner.
- It is to be an irrevocable standby letter of credit in favor of Owner.
- 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 Owner’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 Owner within 24 hours of presentment.
- The letter of credit will provide for Owner 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 E**

**SAFETY ASSURANCE PROGRAM REQUIREMENTS**

**HEALTH, SAFETY AND ENVIRONMENTAL ASSURANCE PROGRAM  
REQUIREMENTS**

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Contractor shall be responsible to provide its Health, Safety and Environmental Plans, substantially compliant, and no less stringent than the standards identified herein.

### **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 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 the Work. 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 language. Contractor shall provide Owner with the names, job title, work schedule, and language of non-English speaking employees that will be working at Owner'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 the Owner's Facilities 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. Owner 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 Owner of

such program prior to performing any such work. Contractor shall promptly advise Owner of any hazards confronted or created in permit or non-permit spaces and shall provide Owner 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 Owner, Contractor shall immediately correct the condition to which attention has been directed. Such notice, either oral or written, when served on Contractor or Contractor's designated representative shall be deemed sufficient.

In the event Contractor fails or refuses to promptly comply with the directive issued by Owner, Owner 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 Owner. 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 Owner 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 Owner 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 Owner's Facilities with a copy of the meeting minutes provided to Owner within the next monthly report 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.
- e. Designate a competent supervisory employee to carry out Contractor's accident prevention program.
- f. Reimburse Owner for any costs incurred by Owner 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 Owner a written fire protection plan which shall be subject to Owner's

acceptance prior to commencing Work.

Serious accidents and/or fires shall be immediately reported to the Owner.

In the event of a fire, accident, or evacuation emergency, Contractor is to assemble and account for their personnel. Upon completion of the accurate accounting, Contractor is to report the status of their personnel to Owner.

Contractor shall notify the Owner's designated representative as soon as possible in all cases of death, injury resulting in medical care by an emergency facility, injury to a member of the public, fire, or damage of property of a member of the public. Contractor shall maintain an accurate record and shall provide a written report to the Owner's designated representative of all cases of death, fire, occupational diseases, or any injury to employees or the public involved, and property damage by accident within forty-eight (48) hours of such incident.

Contractor shall be aware that the Owner has adopted a smoke-free policy. All facilities 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. This policy can also be viewed online at [Tobacco Free Policy](#).

All Contractors' employees shall wear protective equipment appropriate to the specific work activity and in accordance with Contractor's safety plan. 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 Owner's Facilities except in locker rooms, lunch rooms, office rooms and administrative buildings. Hearing protection will be worn in all posted areas or when otherwise directed by Owner. Protective clothing, gloves, and respirators will be used as work conditions dictate to assure the safety and health of the workmen.

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

All vehicles on Owner's Facilities will observe the speed limit as posted.

Metal ladders are prohibited on the Owner's Facilities.

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 of 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 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.

### **MATERIAL SAFETY DATA**

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

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

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

To comply with State and Federal regulations concerning hazardous materials and hazardous wastes, Contractor using any regulated substances, including but not limited to chemicals, paints, thinners, and solvents, on the Owner's Facilities is responsible for the proper storage, usage, and disposal of the material or waste. Contractor shall be responsible to inform Owner designated representative in writing of the quality, quantity and type of hazardous materials brought on Owner's Facilities. Contractor shall also be responsible for the removal of all wastes and unused materials, whether hazardous or nonhazardous, at the end of each day.

A Contractor whose employees will be working in an area where hazardous chemicals are or may be present shall be notified in writing of the chemicals present and provided with appropriate MSDS.

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 Owner for review upon request by Owner, which request may be made at any time or times. Contractor shall provide documentation evidencing proof of competency of individuals under

Contractor's supervision executing the work plan.

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

Computer wastes (cathode ray tubes, central processing units) or electronic components that contain "mother-board" like components may contain high levels of Resource Conservation and Recovery Act (RCRA) regulated wastes. If these types of waste are generated by the Contractor, the Contractor shall ensure that the wastes are properly recycled and/or removed from Owner property.

Contractor shall notify Owner's designated representative 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 Owner of a potential asbestos hazard. Contractor shall present samples to be tested to Owner. Owner will test samples of suspect material. Owner's insulating Contractor shall contain or remove all asbestos containing material.

### **ENVIRONMENTAL COMPLIANCE**

The Owner designated representative will provide the Contractor with a copy of the Environmental RESPECT Policy. Prior to starting any work, Contractor shall assure that all of its employees are fully aware of the Environmental RESPECT policy. Contractor shall conduct its work in such a manner as to minimize all harmful impacts to the environment, and take all necessary precautions to protect the environment. Contractor will be responsible to continuously inspect and monitor the performance of its employees as it relates to environmental stewardship. Environmental issues created by the Contractor's operations and/or activities shall be promptly addressed by the Contractor and reported to the Owner designated representative.

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

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

- a. Contractor shall abide by state and local laws to minimize fugitive dust emissions including but not limited to speed limits, minimizing soil disturbance, application of water to control dust during work activity and proper operation and maintenance of equipment.
- b. Contractor shall obtain applicable Construction or Operating Permits prior to constructing activities or operating stationary equipment which:

- 1) Emits greater than five tons per year of any of the following pollutants: particulate matter (PM10), sulfur dioxide (SO2), carbon monoxide (CO), nitrogen oxides (NOx), and volatile organic compounds (VOC);
  - 2) Emits greater than 500 pounds per year of any hazardous air pollutant (HAP), and greater than 2,000 pounds per year for any combination of HAPs;
  - 3) Regulated by any standard or requirement of Section 111 or 112 of the Clean Air Act; and
  - 4) Has the potential to be a major source, as defined in R307-101-2, Utah Annotated Code (UAC) or Wyoming Air Quality Standards and Regulations, Chapter 6, Section 3.
- c. Contractor shall notify the Owner's designated representative prior to performing any sandblasting activity.
- d. Contractor shall obtain a Storm Water Construction Permit for construction activities disturbing greater than one acre. Contractor has sole responsibility to perform inspections every 14 days of the runoff control devices, transfer the Storm Water Permit and the inspection sheets to the Owner's designated representative within ten (10) days of construction completion.
- e. Contractor shall abide by the following:
- 1) Notify the Owner's designated representative in writing of any equipment or containers that contain 55 gallons or more of petroleum products;
  - 2) Store all containers of petroleum products that are equal to or greater than 55 gallons in approved secondary containment;
  - 3) Inspect for leaks on any and all Contractor provided tanks and drums while on Owner's Facilities;
  - 4) Report and clean up all spills in a timely manner in accordance with prudent industry practices;
  - 5) Immediately report to the Owner's designated representative any spill or leak which enters, or threats to enter, any Water of the State, including ground water;
  - 6) Ensure all spills and leaks are cleaned in a prompt and timely manner.

### **WORK RULES**

Contractor shall at all times maintain strict discipline among its employees, including the employees of its subcontractors of any tier.

Any employee of Contractor or of its subcontractors of any tier, who is deemed by Owner 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 Owner and shall not again be employed in the Contract work without the consent of Owner.

### **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 at any PacifiCorp Energy facility (collectively, the “Contractor’s Representatives”).

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

The Contractor shall provide for random drug testing that shall include all of Contractor’s employees. 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 employees 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.

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

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

Failure of the Contractor or any of Contractor’s employees to comply with this policy shall be

grounds for immediate removal from Owner's Facilities.

In maintaining a drug free workplace, PacifiCorp Energy expects the full cooperation of the Contractor and any of Contractor's employees.



## **TOBACCO-FREE WORKPLACE POLICY (effective July 1, 2009)**

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

### **REPORTING**

Employees are expected to report violations of the company's Tobacco-Free Workplace Policy to their supervisor or a human resources representative. Failure to comply with the Tobacco-Free Workplace Policy will result in discipline, up to and including termination of employment. Smoking in the workplace is a violation of law in certain states and may carry civil penalties for those who violate such laws.

### **PROTECTION AGAINST RETALIATION**

Retaliation against any person who, in good faith, reports a violation of this policy or participates in an investigation of smoking or the use of tobacco products in the workplace is prohibited. If the company finds retaliation has occurred, individuals who engaged in the retaliatory behavior may be subject to discipline, up to and including termination of employment, regardless of whether the original complaint is substantiated.

**These policies supersede and revoke any and all past policies and practices, oral and written representations, or statements regarding terms and conditions of employment concerning the subject matter covered herein. PacifiCorp reserves the right to add to, delete, change or revoke these policies at any time, with or without notice. These policies do not create a contract between PacifiCorp and any employee, nor do they create any entitlement to employment or any benefit provided by PacifiCorp to its employees.**

**CAUTION! - This document may be out of date if printed**

Revised 12/08

# Environmental RESPECT



## MIDAMERICAN ENERGY HOLDINGS COMPANY POLICY OF ENVIRONMENTAL RESPECT

MidAmerican Energy Holdings Company believes responsible environmental management is good business; it benefits our customers and improves the quality of the environment in which we live. This policy establishes the environmental RESPECT principles that guide our corporate commitment to the environment.

### RESPONSIBILITY

All levels of management are responsible for integrating environmental management programs into business processes in order to measure and improve environmental performance. All employees are responsible and accountable for understanding and incorporating environmental compliance requirements into their daily work activities with the obligation to bring issues and concerns forward for resolution.

### EFFICIENCY

We will responsibly use natural resources and pursue increased efficiencies that reduce waste and emissions at their source. We will develop sustainable operations and implement environmental projects designed to leave a clean, healthy environment for our children and future generations.

### STEWARDSHIP

We will respect our natural resources and take care in balancing the needs of customers with our obligation to future generations. We will seek opportunities to preserve, restore, protect and improve our natural surroundings.

### PERFORMANCE

We will set challenging goals and assess our ability to continually improve our environmental performance. Through the strategic management of our assets, we will improve the environment and contribute to our business success.

### EVALUATION

We will perform audits to evaluate our environmental compliance and use the results to improve our operations and their impact on the environment.

### COMMUNICATION

We will foster open dialogue and informed decision making through communication of environmental information with management, employees and the public. We will work with governments and others in creating responsible environmental laws and regulations reflective of sound public policy.

### TRAINING

We will provide the training necessary for our employees to perform their environmental responsibilities. We will encourage and provide opportunities for employees to learn more about the environment and foster an atmosphere of creating cost effective solutions that go beyond compliance.

