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***VIA ELECTRONIC FILING***

June 21, 2022

Gary Widerburg  
Commission Administrator  
Public Service Commission of Utah  
Heber M. Wells Building, 4<sup>th</sup> Floor  
160 East 300 South  
Salt Lake City, Utah 84111-2305

**Re: PacifiCorp Notice of Affiliate Transaction — PacifiCorp and Marmon Utility  
Docket No. 05-035-54**

Dear Mr. Widerburg:

Pursuant to Commitment U3(2), incorporated in the Public Service Commission of Utah's Report and Order approving the Acquisition of PacifiCorp by MidAmerican Energy Holdings Company, issued January 27, 2006, as amended March 14, 2006, and June 5, 2006, PacifiCorp hereby provides notice of ordinary course affiliated interest transactions from time to time between PacifiCorp and Marmon Utility, LLC dba Hendrix Aerial Cable Systems (Marmon Utility).

From 2016–2020, PacifiCorp had entered into a Master Materials Supply Contract with Marmon Utility for aerial cable system design, supply, and installation services. That Master Contract was amended a number of times. In 2021, PacifiCorp entered into a competitive bidding process for design services, installation materials, job support and installation of aerial cable systems for wildfire mitigation. Through this competitive bidding process, Marmon Utility was chosen to provide these services. Therefore, PacifiCorp is entering into a new Master Materials Supply Contract with Marmon Utility (Master Services Agreement). A copy of the Master Services Agreement is included as Confidential Attachment A.

PacifiCorp is a wholly-owned indirect subsidiary of Berkshire Hathaway Energy Company (BHE). In turn, BHE is a subsidiary of Berkshire Hathaway Inc. (Berkshire). Berkshire currently holds a majority interest in The Marmon Group, a holding company. The Marmon Group consists of approximately 185 companies. These are divided into 15 business sectors including engineered wire and cable, industrial products, and building wire. Marmon Utility is one of the companies owned by The Marmon Group. Therefore, Berkshire's ownership interest in BHE and The Marmon Group creates an affiliated interest relationship between PacifiCorp and Marmon Utility.

Marmon Utility manufactures electrical distribution cable, cable systems, and accessories for aerial and underground utility applications. Among the items manufactured by Marmon Utility is covered "spacer cable." Spacer cable is designed to be resilient to incidental contact

(e.g. animals, fallen trees and tree limbs), have increased strength in the event of impact loads, and be tolerant to transient events such as lightning. In response to increasing concerns related to wildfires, PacifiCorp is actively taking steps to construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire. The company has identified several projects requiring procurement of spacer cable or other aerial cable system design, supply, and installation services. This Master Services Agreement facilitates completion of these essential projects in that PacifiCorp will procure additional distribution cable and cable systems, and accessories under the agreement.

When needed, Purchase Orders will continue to be prepared in accordance with PacifiCorp's procurement policies and procedures and contain standard commercial terms and conditions to protect the company's ability to provide safe, reliable service. Thus, use of Marmon Utility as supplier of services and products under this Master Services Agreement will not harm the public interest

Please do not hesitate to contact me if you have any questions.

Sincerely,



---

Timothy K. Clark  
Senior Attorney  
PacifiCorp

Enclosure:  
Confidential Attachment A.pdf

Cc: Chris Parker, DPU  
Michele Beck, OCS

REDACTED ATTACHMENT A

to

PacifiCorp Notice of Affiliate Transaction

**MASTER SERVICES AND MATERIALS SUPPLY CONTRACT**

**PACMMS-2021-07376-PAC**

**BETWEEN**

**PACIFICORP**

**AND**

**MARMON UTILITY LLC**

**FOR**

**DESIGN AND USE OF MARMON HARDWARE AND OTHER MATERIALS NEEDED FOR AERIAL CABLE SYSTEMS FOR  
WILDFIRE MITIGATION**

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**MASTER SERVICES AND MATERIALS SUPPLY CONTRACT**

**PACMMS-2021-07376-PAC**

**BETWEEN**

**PACIFICORP**

**AND**

**MARMON UTILITY LLC**

**FOR**

**DESIGN AND USE OF MARMON HARDWARE AND OTHER MATERIALS NEEDED FOR AERIAL CABLE SYSTEMS FOR  
WILDFIRE MITIGATION**

**PARTIES**

The Parties to this Master Materials Supply Contract (the “Contract”) are **PACIFICORP** (hereinafter “Company”) whose address is 825 NE Multnomah Street, Portland, Oregon 97232 and **MARMON UTILITY LLC** (hereinafter “Supplier”), whose address is 53 Old Wilton Road Milford. Company and Supplier are hereinafter sometimes collectively referred to as “Parties” and individually as a “Party,” as the context may require.

**ARTICLE 1. DEFINITIONS**

**Business Day** shall mean a day, other than a Saturday, Sunday or holiday, on which banks are generally open for business in Portland, Oregon. Any generic references to “days” shall be deemed to mean a calendar day and not a Business Day; provided, however, that if the final “day” of any period specified in this Contract falls on a day other than a Business Day, then the period shall be construed so as to end on the next succeeding Business Day.

**BES (Bulk Electric System) Cyber System Information (BCSI)** 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 BCSI by Company.

**CIPS Covered Assets** shall mean any assets identified by Company as “BES assets,” “BES cyber assets,” “BES cyber systems,” “protected cyber assets,” “electronic access control or monitoring systems,” “electronic access points,” or, “physical access control systems,” as those terms are defined in the North American Electric Reliability Corporation (NERC) Glossary of Terms. “BES” refers to the “Bulk Electric System” as defined by NERC.

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

**Confidential Information** shall mean: (i) proprietary information of Company; (ii) information marked or designated by Company as confidential, sensitive, or internal; (iii) BES Cyber System Information of Company; (iv) information, whether or not in written form and whether or not designated as confidential, which is known to Supplier as being treated by Company as confidential; (v) information provided to Company that Company is obligated to keep confidential (including but not limited to information that identifies an individual or customer of Company, such as customer account numbers, customer addresses, customer energy usage information, credit or bank account numbers, social security numbers, passport or driver’s license numbers, whether or not such information is publicly available); and (vi) information developed by Supplier in connection with the performance of this Contract.

**Cyber Assets** shall mean programmable electronic devices, including the hardware, software, and data in those devices.

**Data** shall mean any information, formulae, algorithms, or other content that the Company or the Company’s employees, agents and end users upload, create or modify using any software provided pursuant to the Contract. Data

also includes user identification information and metadata which may contain Data or from which the Company's Data may be ascertainable.

**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 Company by Supplier, as set forth in the Specifications.

**E-Verify** shall mean the web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS).

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

**Force Majeure Event** shall mean a delay caused by any national or general strikes (but excluding strikes relating solely to the work force of Company, Supplier 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 (including governmental regulations) which are: (i) not reasonably foreseeable as of the date the applicable Purchase Order is released; and (ii) attributable to a cause beyond the control and without the fault or negligence of the Party incurring such delay. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, general economic conditions, changes in the costs of goods or Supplier's failure to place orders for equipment, materials or other items sufficiently in advance to ensure delivery of the Materials and/or availability when needed.

**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.

**Lead Time** shall mean the maximum production time for any specific item of Material from the date of Supplier's confirmed receipt of Company's Purchase Order, as such Lead Times may be stated in Exhibit D.

**Material or Materials** shall mean all products, equipment, materials, goods, parts, associated hardware, documentation, spare parts, data packages, software and associated incidental services to be delivered or provided to Company, by Supplier, under this Contract and pursuant to Purchase Orders issued to Supplier by Company.

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

**Minimum Order Quantity** shall mean the minimum quantity of any line item of Materials that can be ordered and delivered by Supplier on any single Purchase Order.

**Net Replacement Costs** shall mean the "cost to cover" remedy available to Company in the event of a default by Supplier under a Purchase Order. The Net Replacement Costs shall be calculated by: (i) subtracting the price payable under the Purchase Order from the costs incurred by Company to obtain an alternative supplier to furnish the Materials that Supplier was otherwise obligated to provide; and (ii) adding a sum for additional managerial, administrative, and other reasonable costs Company incurs as a result of Supplier'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 Supplier or any of its agents, Subcontractors, or independent contractors who are employed to perform Work under this Contract.

**Purchase Order** shall mean the document(s) containing the information set forth in the PURCHASE ORDERS article which is used to order Materials pursuant to the master terms and conditions set forth in this Contract.

**Security Incident** shall mean any circumstance when (i) Supplier knows or reasonably believes that the confidentiality, integrity, or availability of any Company Data has been adversely impacted, including but not limited to, incidents where Company Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or obtained by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (ii) Supplier knows or reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or services provided to Company by Supplier or the physical, technical, administrative, or organizational safeguards protecting Supplier's systems or Company's systems holding Company Data; or (iii) Supplier receives any complaint, notice, or communication which relates directly or indirectly to (A) Supplier's handling of Company Data or Supplier's compliance with the data safeguards in this Agreement or applicable law in connection with Company Data or (B) the cybersecurity of the products or services provided to Company by Supplier.

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

**Specifications** shall mean any and all drawings, specifications, product descriptions and/or other requirements setting forth Supplier's obligations with respect to the Materials as detailed in Exhibit A, or in any attachment appended to a Purchase Order for a specific Materials order.

**Subcontractor** shall mean any sub-supplier or contractor, at any tier, having an agreement with Supplier to perform a portion of Supplier's obligations under this Contract.

**Term** shall mean the period commencing upon the execution of this Contract by Company and continuing thereafter until December 31, 2025, unless earlier terminated as provided herein.

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

**Work** shall mean all obligations, duties, requirements and responsibilities for the successful supply and delivery of the Materials in accordance with the terms and conditions set forth herein and inclusive of those detailed within a specific Purchase Order.

**Work Site** shall mean, as applicable, the location or locations on property owned or occupied by Company where the Materials are to be delivered and any portion of the Work is to be performed.

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

Upon Supplier's receipt of a Purchase Order, Supplier shall supply and deliver to Company the Materials listed and/or specifically described in Exhibit A. Each Purchase Order issued by Company to Supplier shall be placed subject to, and in accordance with, the general terms and conditions set forth in this Contract, including any Lead Times and Minimum Order Quantities set forth in Exhibit B.

Company is under no obligation to purchase any amount of Materials under this Contract, and this Contract shall not be construed in any way as granting to Supplier an exclusive right to provide any or all of the Materials contemplated herein. The use of Supplier for the purchase of Materials is discretionary with Company, and Company expressly reserves the right to purchase similar or identical items from alternative suppliers during the Term, in Company's sole discretion. The intent of this Contract is to establish master terms and conditions that will govern Purchase Orders issued by Company to Supplier during the Term.

Supplier shall maintain inventory levels of Materials to meet Company's estimated Materials purchase forecasts, as such may be provided to Supplier from time to time.

## **ARTICLE 3. PURCHASE ORDERS**

Each Purchase Order will identify and/or describe: (i) the Materials; (ii) the guaranteed delivery date, including any liquidated damages to be assessed in the event of Supplier's failure to timely perform; (iii) agreed pricing (if any) that modifies Exhibit B; (iv) the delivery location and agreed delivery terms that modify the DELIVERY article (if any); (v) whether the performance of such Work will require use of Unescorted Personnel or Sensitive Personnel; (vi) the designated representatives for each Party with respect to the order; (vii) order-specific invoicing instructions; and (viii) any other order-specific terms and conditions. The terms and conditions of this Contract shall apply to each Purchase Order, as supplemented by the order-specific terms of the Purchase Order. This Contract and the applicable Purchase Order shall, together, constitute the entire agreement between the Parties with



respect to any specific Materials ordered under this Contract. A Purchase Order will be issued through the Company's procurement system and will specifically reference this Contract. Within one (1) Business Day of receipt, Supplier will acknowledge all Purchase Orders placed by Company and accept or reject the Purchase Order as placed by Company. Any Purchase Order that is not rejected by Supplier within three (3) Business Days of receipt by Supplier will be deemed to have been accepted by Supplier.

#### **ARTICLE 4. PERIOD OF PERFORMANCE**

The Contract shall be effective for Materials ordered pursuant to a Purchase Order issued during the Term of the Contract, whether or not such Materials are scheduled to be delivered or actually delivered prior to the expiration of such Term. The expiration of the Term shall not impact the Parties' respective rights or obligations with respect to any Purchase Orders issued prior to expiration. Moreover, neither the expiration of the Term 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 delivery of Materials pursuant to a Purchase Order, all of which shall continue in full force and effect after the termination or expiration of the Contract.

Each Purchase Order will specify a guaranteed delivery date for the Materials. Time is of the essence. Unless otherwise excused by the terms of this Contract, Supplier's failure to timely deliver the Materials shall result in the assessment of liquidated damages, to the extent such liquidated damage amounts are set forth in such Purchase Order. Where no liquidated damages are specified, Company will have all of the rights and remedies available at law with respect to late delivery. Supplier will provide advance communication to Company on all Purchase Order that will not be delivered in full per the confirmed Purchase Order delivery date.

#### **ARTICLE 5. CONSIDERATION AND PAYMENT**

Except as otherwise set forth in the applicable Purchase Order, prices for Materials shall be those set forth in Exhibit B. Escalation or other adjustments to pricing shall only be permitted to the extent expressly set forth in Exhibit B.

Except as otherwise set forth in the applicable Purchase Order, Supplier shall invoice Company for Materials upon Armored pickup or after delivery. Company will pay Supplier, as full consideration for the satisfactory performance of Supplier's obligations under this Contract, all amounts due in accordance with the Contract within sixty (60) days of receipt of properly submitted invoice(s). All invoices shall reference the applicable Contract number. Supplier shall identify and clearly set forth on the invoice any discount for early payment. If freight costs are included in the contract pricing, they must be listed as a separate line item in the invoice. The total amount of consideration payable for the Materials will be specified in the Purchase Order.

Company may offset any such payment to reflect amounts owing from Supplier to Company or its subsidiaries pursuant to this Contract or any other agreement between the parties. In addition, Company may withhold all payments otherwise due Supplier until such time as Supplier has provided the Default Security, if any, that is required by this Contract.

#### **ARTICLE 6. MOST FAVORED NATION; COMPETITIVE OFFERS**

If at any time during the Term, Supplier sells or offers to sell comparable quantities of similar grades of Materials as those provided hereunder under substantially similar terms and conditions, at a price lower than Supplier's price to Company then in effect, Supplier shall promptly notify Company thereof and offer such lower price to Company during the period in which such lower price is in effect. Company, or a third party appointed by Company may, from time to time, audit Supplier's books and records to verify Supplier's compliance with the foregoing.

#### **ARTICLE 7. TAXES**

The pricing described in Exhibit B is exclusive of all taxes to be borne by Company arising out of Supplier's performance hereunder, including without limitation sales and use taxes. Except as otherwise set forth in the applicable Purchase Order, local sales and use taxes in all states shall be paid by Supplier and invoiced as a separate line item. Notwithstanding the foregoing, Supplier is solely responsible for all import and export duties and value-added taxes related to the Materials and all applicable parts. Upon request of Company, Supplier shall promptly provide to Company evidence satisfactory to Company of the payment of all applicable taxes.

#### **ARTICLE 8. ACCOUNTING AND AUDITING**

Supplier shall keep accurate and complete accounting records in support of any cost-based billings and claims to Company in accordance with generally accepted accounting principles. Company, or its audit representatives, shall have the right at any reasonable time or times to examine, audit, and copy the records, vouchers, and 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.

Supplier shall assist Company with preparing necessary audit material and will allow Company to review any work papers prepared by independent auditors as allowed by professional standards. Any over-collections shall be returned within thirty (30) days from date of Notice of overcharge. Audit findings will be considered to be final for the period audited.

#### **ARTICLE 9. CREDIT REQUIREMENTS**

Supplier shall meet the requirements of either clause (i) or clause (ii) below: (i) Supplier maintains a senior unsecured debt rating from Standard & Poor's of BBB- or better; or (ii) if Supplier does not maintain a satisfactory debt rating, Supplier meets ALL of the following credit standards: a) tangible net worth ten (10) times the projected maximum liability of Supplier 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 Supplier's ability to meet its obligations under this Contract; and c) Supplier is not in default under any of its other agreements and is current on all of its financial obligations.

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

#### **ARTICLE 10. SECURITY**

In the event Supplier is unable to satisfy the credit requirements set forth in ARTICLE 9. CREDIT REQUIREMENTS article at any time during the Term, or if Supplier experiences a Material Adverse Change at any time during the Term, then Supplier shall provide Company with security against defaults by Supplier under this Contract in such form and amount as may be reasonably required by Company ("Default Security"), and pursuant to such additional agreements or instruments as may be reasonably required by Company, including but not limited to letters of credit, third party guaranties, escrow accounts, labor and material payment bonds and/or performance bonds. Company may at any time, at its own discretion or pursuant to a request by Supplier, recalculate the amount of Default Security required pursuant to this Article, in which case Company shall increase or decrease the existing amount of Default Security, as appropriate. At no time shall the amount of Default Security to which Company is entitled pursuant to this Article be less than Company's Net Replacement Costs.

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

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

#### **ARTICLE 11. WITHHOLDING PAYMENT**

Company may, without limiting any other rights or remedies Company may have, withhold from payment sufficient amounts which reflect the reasonable cost to repair or replace non-conforming or defective Materials or the value of any claim which Company has against Supplier under the Contract. Company may also retain from payment sufficient funds to discharge any delinquent accounts of Supplier for which liens on Company's property have been or can be filed, and Company may at any time pay therefrom for Supplier's account such amounts as are, in the reasonable opinion of Company, due thereon, including any sums due under any federal or state law.

#### **ARTICLE 12. DESIGNATED REPRESENTATIVES AND NOTICES**

Supplier shall designate a representative authorized to receive Purchase Orders and act on its behalf and shall advise Company in writing of the name, address, and telephone number of such designated representative, and shall inform Company of any subsequent change in such designation. All communications to Supplier relating to the day-

to-day activities under this Contract and any applicable Purchase Orders shall be communicated to Supplier's designated representative.

In each Purchase Order, Company shall designate a representative authorized to act on its behalf with respect to the Materials ordered pursuant to such Purchase Order, and shall inform Supplier of any subsequent change in such designation. All communications to Company relating to the day-to-day activities under such Purchase Order shall be communicated to Company's designated representative.

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:

<u>If to Company:</u>	<u>If to Supplier:</u>
<u>PacifiCorp</u>	<u>Marmon Utility LLC</u>
<u>825 NE Multnomah Street, Suite 600</u>	<u>Hendrix Overhead Solutions</u>
<u>Portland, Oregon 97232</u>	<u>53 Old Wilton Rd. Milford NH 03055</u>
<u>Attention:: Kevin Schiedler</u>	<u>Attention: Mark Fallon</u>
<u>Email: Kevin.Schiedler@pacificorp.com</u>	<u>Email: mfallon@marmonutility.com</u>
<u>Telephone: (503) 813-5595</u>	<u>Telephone: (425) 829-8345</u>

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.

Requested changes to Supplier's banking information must be independently verified with Supplier and may take up to 60 days to process. Company shall continue to use Supplier's previous banking information during the verification period unless an exception is approved by Company's Chief Financial Officer or designee. Company shall not be liable for late fees or interest on any late or missed payments due to Supplier's requested changes that could not be reasonably verified by Company. Changes to Supplier information will be confirmed by Company with the following Supplier staff:

Supplier Treasurer:

Name: Randy Clos

Title: VP of Finance

Address: 53 Old Wilton Rd.

Milford NH 03055

Telephone: (603) 249-1263

Supplier Website: www.marmonutility.com

Supplier Senior Manager:

Name: Ken Woo

Title: VP, Marmon Utility

Address: 53 Old Wilton Rd.

Milford NH 03055

Telephone: (603) 249-1287

Supplier Senior Manager:

Name: David Shockley

Title: Director of Sales, Hendrix Aerial Cable Systems

Address: 53 Old Wilton Rd.

Milford NH 03055

Telephone: (614) 633-7215

**ARTICLE 13. DELIVERY**

Delivery of the Materials is a substantial and material consideration under this Contract. Unless otherwise set forth in a Purchase Order, delivery of the Materials shall be DDP Destination as noted in the Purchase Order, with Supplier retaining all risk, liability and responsibility, financial or otherwise, until Company receives and accepts such Materials. Materials shall be delivered free of defects and within a firm lead time.

If applicable to the order, Supplier shall deliver Materials no earlier than the earliest allowable delivery date specified in the Purchase Order. Any delivery prior to the earliest allowable delivery date shall constitute grounds for rejecting the applicable Materials. Should Company (at its discretion) choose to accept delivery prior to the earliest allowable delivery date specified in the Purchase Order, then Company shall be entitled to recover as Contract damages any incremental storage, security, rigging, handling and other charges associated with delivery prior to the earliest allowable delivery date specified in the Purchase Order.

Materials delivered after the guaranteed delivery dates shall be subject to liquidated damages as specified in ARTICLE 19. LIQUIDATED DAMAGES article in the applicable Purchase Order (or, if no liquidated damages apply to the order, all of the rights and remedies available at law with respect to late delivery).

**ARTICLE 14. SHIPPING AND HANDLING**

**14.1 Packing**

- a. Supplier is responsible for ensuring that the Materials furnished under this Contract are suitably packaged to prevent damage under normal handling and transportation methods. All Materials or components thereof shall be identified with the Company's stock identification number, equipment number, tag number, or other identification as may be applicable to any such Materials, or as may be required by the Specifications. Additionally, Materials that need to be handled in a specific manner to protect the contents must be plainly marked on the outside of the box or other shipping container. This includes but is not limited to materials or components that need indoor storage, are temperature sensitive, or need to be stored upright.
- b. Any Materials or components thereof that might otherwise be lost shall be boxed or wired in bundles and plainly marked for identification. All un-palletized deliveries shall be delivered with a gross weight less than forty (40) pounds. Any shipment containing, but not limited to, boxes, Materials, and components with a single gross weight limit which exceeds forty (40) pounds shall be palletized, with all boxes,

Materials, or components securely attached to the pallet. All parts exceeding one thousand (1000) pounds gross weight shall be prepared for shipment by palletizing with slings or harness for handling by crane. Boxed parts, where it is unsafe to attach slings to the box, shall be packed on pallets with slings or harness attached to the pallet or part, the slings or harness shall be so attached to readily allow ease in attachment to the hoisting equipment.

- c. Within forty-eight (48) hours prior to the shipment of any items, Supplier shall notify Company of shipping information, including shipping date, date of Materials delivery, and the designated carrier.

#### 14.2 Shipment Routing

- a. Prior to the shipment of any Materials, Supplier shall become knowledgeable as to the transportation conditions, such as clearances and restrictions, height and width, bridge load limits and other limitations or requirements affecting transportation of the Materials. Such limitations, requirements or the lack of transportation facilities shall not become the basis for claims or damages or for an extension of the guaranteed delivery dates.

### **ARTICLE 15. INSPECTION, TESTING AND ACCEPTANCE**

Upon Company's request, the Company's representative shall be provided access to Supplier's facilities to obtain information on production progress and to make inspections. Supplier will make reasonable efforts to obtain, for Company, access to Subcontractor facilities for the purposes described above.

When: (i) the Specifications include pre-shipment requirements; or (ii) the words "Pre-Shipment Inspection Required" are indicated on the Purchase Order, then (in either case) one or more of the items of Materials on the Purchase Order contain pre-shipment inspection requirements. In such cases, Materials shall not be shipped until Company or its designee has inspected the Materials or associated certificates, as required, and advised Supplier in writing that the Materials appear to comply with the Specifications.

After delivery, the Materials shall be subject to inspection, testing and acceptance by Company, including any testing or commissioning process described in the Specifications. Company shall have the right to reject any Materials which are defective or non-conforming with the Specifications, applicable Purchase Order instructions, or other terms of the Contract. Materials rejected shall be returned to Supplier in such method as provided by Supplier and at Supplier's expense and, in addition to Company's other rights, Company may charge Supplier all expenses of unpacking, examining, inspecting, de-installing, repacking and reshipping such Materials, including expenses incurred to restore and return Company Facilities to their original condition prior to the installation of any Materials, if applicable.

Any inspection and testing performed by Company shall be solely for the benefit of Company and shall not relieve Supplier of the responsibility for providing quality control measures to ensure that the Materials strictly comply with the Contract requirements and any applicable Purchase Order instructions. Neither Company's inspection of the production processes, production progress and/or Materials nor its failure to inspect shall relieve Supplier of its obligations to fulfill the requirements of this Contract, or be construed as acceptance by Company.

### **ARTICLE 16. RETURN OF MATERIALS**

Supplier shall accept Materials for return to Supplier inventory without charge to Company when the following conditions are met:

- a. The Materials are not unique to Company, are returned in original packaging and in an unused condition, and the return to Supplier by Company was within six (6) months of Company's receipt of the same;
- b. Costs for return logistics to Supplier are to the account of Company; and
- c. Such Materials have been stored by Company in accordance with Supplier provided environmental storage conditions or, in the event Supplier fails to provide environmental storage guidelines, in accordance with generally accepted storage guidelines for such Materials.

### **ARTICLE 17. RECYCLING OF CONTAINERS AND REELS**

Supplier and Company agree that containers and reels make up a significant and avoidable cost within the supply chain. Supplier and Company agree that an exchange or rotatable program for containers and reels will allow both Parties to remove unnecessary cost in the supply chain. Accordingly, Supplier and Company shall develop guidelines on returning containers and reels to Supplier for recycling and/or using container-less or reel-less best practices. The Parties agree that Supplier shall credit Company the cost of the returned reels and containers, if applicable, from the next invoice submitted. Supplier shall retrieve empty reels and containers from Company Work Sites within

ten (10) Business Days of request by Company or upon delivery of new Materials, whichever is sooner.

#### **ARTICLE 18. WARRANTY**

In the event Company subcontracts a third party engineering firm to perform project engineering and design as outlined in Exhibit A, Supplier will be responsible for final review and approval of the final design of the Materials, Deliverables and the Work, including subsequent modifications to the design and as built changes; provided, that the warranties set forth herein shall be void to the extent that any claim under this Article 18 results from any of the following circumstances: (i) any design or modification that has not been approved by Supplier; (ii) failure of Company to correct any discrepancies between the pre-approved design and the Materials, Deliverables or Work, as provided below; or (iii) any component not supplied to Company by Supplier (including, without limitation, any failure of a component supplied by Supplier that results from, or is caused by, the failure and/or malfunction of a component not supplied by Supplier)..

Upon completion of the Work, Supplier will perform final site inspection and generate a written report indicating whether Company is in compliance with the Hendrix installation standards and pre-approved design. Any non-conformance or deficiency with the Hendrix installation standards and pre-approved design will be identified in writing with recommended actions to correct deficiency. Company has responsibility to correct the identified deficiency. Once all deficiencies are corrected, Supplier will perform a final site inspection and report and the warranties set forth herein shall commence effective as of the receipt of the Materials by Company.

Subject to the requirements set forth above, Supplier warrants that the Materials furnished hereunder shall conform to the Specifications (including all inspection and testing criteria as defined by Company in the Specifications), to any other requirements set forth in the Contract, and to any additional requirements set forth in drawings, samples, descriptions and other Deliverables furnished pursuant to the Contract (to the extent that such additional requirements do not conflict with the Specifications). Notwithstanding anything contained in this Agreement, Supplier shall not be liable for product defects caused by or resulting from any inaccuracies in the Specifications provided to Supplier. Supplier further warrants that the Materials shall be free from defects and shall be suitable for the use if specified.

These warranties shall remain in effect for the period specified in the Purchase Order or, if no period is specified in the Purchase Order, for a period of five (5) years following receipt and acceptance of the applicable Materials by Company. Supplier warrants that any repaired or replaced Materials will meet the warranty requirements of this Article for an additional period of five (5) years following Company's acceptance of such repairs or replacements, or until the expiration of the original warranty period of this paragraph, whichever is later; provided, however, this warranty shall not exceed a period of ten (10) years total.

Notwithstanding the forgoing, solely with respect to projects that are less than a half mile in length and where the Supplier does not complete a design review and inspection ("Special Projects"), the warranties for such Special Projects shall remain in effect for the period specified in the Purchase Order or, if no period is specified in the Purchase Order, for a period of one (1) year following receipt and acceptance of the applicable Materials by Company. Supplier warrants that any repaired or replaced Materials for the Special Projects will meet the warranty requirements of this Article for an additional period of one (1) year following Company's acceptance of such repairs or replacements, or until the expiration of the original warranty set forth in this paragraph, whichever is later; provided, however, this warranty shall not exceed a period of two (2) years total.

Supplier shall repair or replace any Materials that fail to meet the foregoing warranties during the applicable warranty period. If the cost of the warranty repair calls for the de-installation and removal of the Materials, Company and Supplier must mutually agree to the method of remediation (i.e., repair or replacement). Supplier will be liable for all costs associated with de-installation, reinstallation, disposal and transportation for such repairs. Supplier is responsible for all costs directly related to a warranty failure of the Materials during the applicable warranty period.

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

If any Materials fail to meet the foregoing warranties during the applicable warranty period, Company shall have the right, at Supplier's cost, to perform Emergency replacements or repairs as Company deems necessary to mitigate risks to persons and property and to minimize on-going production losses. The Company agrees to notify Supplier of these

Emergency repairs or replacements as soon as practical. Supplier cannot void the warranty for repairs or replacements performed under these Emergency circumstances. Provided that the Emergency repairs or replacements are performed in a reasonable manner and with workmanship and care measured by the industry standards, Supplier shall reimburse Company for the cost of any warranty replacements or repairs made by Company necessitated by an Emergency during the applicable warranty period.

THESE ARE SUPPLIER'S ONLY EXPRESS WARRANTIES. SUPPLIER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

#### **ARTICLE 19. LIQUIDATED DAMAGES**

If Supplier fails to deliver the Materials by the guaranteed date specified in any Purchase Order, Company will incur some degree of damages. The Parties expressly acknowledge and agree that it would be difficult or impossible to determine with absolute precision the amount of damages that would be incurred by Company as a result of Supplier's failure to deliver the Materials in accordance with and within the time specified in a Purchase Order. The Parties accordingly agree that certain Purchase Orders may contain liquidated damages. To the extent that liquidated damages are established by a Purchase Order, the parties agree that that such 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 Company from the failure to timely perform in accordance with the guaranteed dates specified in the Purchase Order (the Parties having taken into account all factors that they deem appropriate, including all of the respective rights and obligations under this Contract), and do not constitute a penalty. Any liquidated damages shall be specified within a Purchase Order. When applicable, the payment of liquidated damages (and, to the extent applicable, termination of the Contract and/or Purchase Order by Company for default in accordance with the terms hereof) shall be Supplier's sole and exclusive obligations and Company's sole and exclusive remedy with respect to Supplier's failure to deliver the Materials in accordance with the guaranteed dates set forth in a specified Purchase Order (but only to the extent that the Purchase Order establishes liquidated damages). The sole and exclusive remedy provision set forth in this Article applies only to claims related to untimely performance and not to any other damage claims Company may have under this Contract.

In the event that the provisions for the payment of liquidated damages as specified in a Purchase Order are held to be unenforceable as a matter of law, Supplier shall be liable for all damages for late delivery.

#### **ARTICLE 20. CHANGES TO CONTRACT AND/OR PURCHASE ORDERS**

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

No change shall be binding upon Company until a change order is executed by an authorized representative of Company which expressly states that it constitutes a change order to this Contract. THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS, OR INSTRUCTIONS BY ANYONE OTHER THAN THE AUTHORIZED COMPANY REPRESENTATIVE SHALL NOT CONSTITUTE AN AUTHORIZED CHANGE ORDER PURSUANT TO THIS ARTICLE.

#### **ARTICLE 21. INSURANCE**

Without limiting any liabilities or any other obligations of Supplier, Supplier 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 Supplier from liability and claims for injuries and damages which may arise out of or result from Supplier's performance and operations under the Contract and for which Supplier may be legally liable, whether such performance and operations are by Supplier 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. Supplier shall insure the risks associated with the Work and this Contract with at least the minimum coverage and limits as set forth below:

Workers' Compensation. Supplier shall comply with all applicable workers' compensation laws and shall furnish proof thereof reasonably satisfactory to Company prior to commencing Work. Supplier also shall include the alternate employer endorsement with Company included as an alternate employer.

Employers' Liability. Supplier shall maintain employers' liability insurance with a minimum single limit of \$5,000,000 each accident, \$5,000,000 disease each employee, and \$5,000,000 disease policy limit, and covering locations of all work places involved in this Contract.

Commercial General Liability. Supplier shall maintain commercial general liability insurance on the most recently approved ISO policy form, or its functional equivalent, written on an occurrence basis, with limits not less than \$6,000,000 per occurrence/\$6,000,000 general aggregate and shall include, without sublimit, the following coverage:

- a. Premises and operations coverage
- b. No independent contractor's exclusion
- c. Blanket contractual liability
- d. Products and completed operations coverage through the statute of limitations or statute of repose, whichever is longer, and including any tolling extension of each state
- e. No specific exclusion for explosion, collapse, and underground property damage
- f. Property damage liability
- g. Personal and advertising injury liability, with the contractual exclusion removed
- h. Sudden and accidental pollution liability for unexpected and unintended events which can be on a time element and named peril basis, if actions under the scope of the work can result in a pollution event
- i. No specific subsidence or earth movement exclusion
- j. Operations on or adjacent to a railroad or railroad right of way, as applicable

Business Automobile Liability. Supplier shall maintain business automobile liability insurance on the most recently approved ISO policy form, or its functional equivalent, with a minimum single limit of \$6,000,000 each accident for bodily injury and property damage resulting from an accident, with respect to Supplier's vehicles whether owned, leased, hired or non-owned, assigned to or used in the performance of the Work. If the scope of work includes the transport of pollutants or can result in an environmental restitution obligation, 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. If required to meet the above Employer's Liability, Commercial General Liability and Business Automobile Liability primary coverage limits, Supplier shall maintain umbrella or excess liability insurance so that when combined with the combined primary policy limits the total limits are at least that required of the above primary insurance requirements.

The following additional coverages are required if the Work or Services meet the requirements set forth in the description of the coverage.

Network Security & Privacy Liability. If the Work or Services under the Contract involves the rendering of information technology services including, but not limited to: software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connections to systems, technology or network(s); or if Supplier in any way collects, obtains, maintains or in any way accesses or uses Confidential Information or Data, then Supplier, and its Subcontractors of any tier shall maintain Network Security & Privacy Liability coverage throughout the term of this Contract and for a period of two (2) years thereafter, with a minimum required limit of \$5,000,000 each claim and in the aggregate.

Transit and Installation. If the Supplier will engage in air, land and water shipments or installation of plant, equipment, machinery, components, supplies and materials, Supplier shall maintain transit and installation insurance covering all applicable worldwide air, land and water shipments, and installation of plant, equipment, machinery, components, supplies and materials, and shall include loading and unloading and offsite storage if the Supplier or Subcontractor will perform. Coverage shall attach at Supplier's point of shipment and continue until installed, constructed or rigged by Supplier or its Subcontractors in conjunction with this Work. Supplier shall have obtained such transit or installation coverage on or prior to the date on which the exposure to the risk arises. Company will be included as loss payee or additional insured for its interest in the covered property.

Supplier's Professional Liability. If the Supplier provides professional services such as advisory, architectural, engineering, environmental, design and survey services, Supplier shall maintain contractor's professional liability insurance with a minimum limit of \$2,000,000 per claim and \$2,000,000 aggregate. Coverage shall include all claims associated with professional services rendered by or on behalf of lead contractor.

Company does not represent that the insurance coverage specified herein (whether in scope of coverage or amounts



of coverage) are adequate to protect the obligations of Supplier, and Supplier shall be solely responsible for any deficiencies thereof.

The Commercial General Liability and Business Automobile Liability policies required herein shall include provisions or endorsements including Company, its parent organization, divisions, subsidiary companies, and the officers, directors, employees and insurers of the same as additional insured. The commercial general liability additional insured endorsement shall be ISO Form CG 20 10 and CG 20 37 or their factual equivalent, including additional insured coverage for both on-going and completed operations.

All policies required by this Contract shall: (i) be primary insurance with respect to the interests of Company and that any other insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder, (ii) contain a cross liability, separation of insureds, or severability of interest clause or endorsement in the commercial general liability, automobile liability and umbrella or excess liability coverage. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will waive rights of recovery or subrogation against Company, its parent, divisions, subsidiary companies, directors, officers, employees, 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. Supplier shall provide Company with at least thirty (30) days written notice of cancellation or material reduction in coverage of any insurance required by herein.

Supplier is solely responsible for any deductibles or self-insured retentions associated with all policies required by this Contract.

A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to commencement of Work by Supplier and prior to the renewal or replacement of any required policy. Copies of additional insured, waiver of subrogation, and primary/non-contributory endorsements or excerpts of applicable policy provisions shall also be provided. Should a loss arise during the term of the Contract that may give rise to a claim against Supplier and/or Company as an additional insured, Supplier shall deliver to Company (or cause to be delivered to Company) copies of such insurance policy documentation.

Supplier shall require Subcontractors who perform Work at the Work Site to carry liability insurance (auto, commercial general liability and excess), contractor's pollution liability, contractor's professional and protective indemnity liability, and workers' compensation/employer's liability insurance commensurate with their respective scopes of work. Subcontractors shall be contractually required to include Company as an additional insured for ongoing and completed operations with regards to liability insurance (auto, commercial general liability and excess), and shall provide waivers of subrogation with regards to all policies required herein. Supplier shall remain responsible for any claims, lawsuits, losses and expenses, including defense costs that exceed any of its Subcontractors' insurance limits or for uninsured claims or losses.

Should Supplier or its Subcontractors fail to provide or maintain any of the insurance coverage referred to in this Contract, Company shall have the right, but not the obligation, to provide or maintain such coverage, or coverage affording equivalent protection, at Supplier's sole expense, either by direct charge or set-off.

## **ARTICLE 22. INDEMNIFICATION**

TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER SPECIFICALLY AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS COMPANY, ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (HEREINAFTER COLLECTIVELY "INDEMNITEES") AGAINST AND FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LOSSES, JUDGMENTS, COSTS, EXPENSES AND DAMAGES OF EVERY KIND AND DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND/OR LITIGATION EXPENSES, BROUGHT OR MADE AGAINST OR INCURRED BY ANY OF THE INDEMNITEES BY A THIRD-PARTY RESULTING FROM OR ARISING TO THE EXTENT OUT OF THE ACTS, ERRORS, OMISSIONS, OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES OR , IN THE PERFORMANCE OR NONPERFORMANCE OF SUPPLIER'S OBLIGATIONS UNDER THIS CONTRACT OR IN ANY WAY RELATED TO THIS CONTRACT. THE INDEMNITY OBLIGATIONS UNDER THIS ARTICLE SHALL INCLUDE WITHOUT LIMITATION:

- A. LOSS OF OR DAMAGE TO ANY PROPERTY OF COMPANY, SUPPLIER OR ANY THIRD PARTY;
- B. BODILY INJURY TO, OR DEATH OF ANY PERSON(S), INCLUDING WITHOUT LIMITATION EMPLOYEES OF COMPANY, OR OF SUPPLIER OR ITS SUBCONTRACTORS OF ANY TIER; AND

- C. CLAIMS ARISING OUT OF WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION, DISABILITY, OR SIMILAR SUCH LAWS OR OBLIGATIONS APPLICABLE TO EMPLOYEES OF SUPPLIER OR ITS PERSONNEL OF ANY TIER, INCLUDING CLAIMS THAT SUCH SUPPLIER OR PERSONNEL OF ANY TIER ARE EMPLOYEES OF COMPANY.

SUPPLIER'S INDEMNITY OBLIGATIONS OWING TO INDEMNITEES UNDER THIS ARTICLE ARE NOT LIMITED BY ANY APPLICABLE INSURANCE COVERAGE IDENTIFIED IN THE INSURANCE ARTICLE. SUPPLIER'S INDEMNITY OBLIGATION UNDER THIS ARTICLE SHALL NOT EXTEND TO THE EXTENT ANY LIABILITY IS DIRECTLY CAUSED BY TO THE EXTENT OF THE NEGLIGENCE OF ANY OF THE INDEMNITEES OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES.

FOR WORK PERFORMED IN THE STATES OF OREGON AND WASHINGTON, AND TO THE LIMITED EXTENT THAT THIS CONTRACT REQUIRES SUPPLIER TO PERFORM WORK MEETING THE STATUTORY DEFINITION OF "CONSTRUCTION" IN EITHER OF THE ABOVE-REFERENCED STATES, SUPPLIER'S INDEMNITY OBLIGATIONS UNDER THIS ARTICLE SHALL EXTEND ONLY TO LIABILITY FOR DAMAGE ARISING OUT OF DEATH OR BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY TO THE EXTENT THAT THE DEATH OR BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY ARISES OUT OF THE FAULT OF SUPPLIER, OR THE FAULT OF SUPPLIER'S AGENTS, REPRESENTATIVES OR SUBCONTRACTORS.

TO THE EXTENT APPLICABLE, SUPPLIER 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 23. RESERVED**

RESERVED.

#### **ARTICLE 24. SUPPLIER'S PERSONNEL; DRUGS, ALCOHOL AND FIREARMS**

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

#### **ARTICLE 25. ACCESS TO COMPANY'S FACILITIES**

##### **25.1 Requirements for Access**

Access to Company controlled areas is granted on an as-needed basis only in accordance with Company's internal badge and access policies. Company shall specify in the Release or Scope of Work whether or not the Work under this Contract requires either: (i) unescorted physical access to Company's Facilities; or (ii) local or remote access to Company's Cyber Assets. For all Personnel who require either such access, Supplier shall:

- a. Conduct, at Supplier's cost and expense, a Personnel risk assessment to include at a minimum an identity verification, E-Verify and seven-year criminal background check for the current residence and past locations of residence of all Personnel requiring access. All background checks will be conducted in accordance with federal, state, provincial and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any. A background check completed within two (2) years prior to the date the Supplier signed a Contractor/Vendor Information Form for each such person will be considered valid. Following the initial background check, updates shall be performed no less frequently than every seven (7) years or upon request by Company. In the event Company notifies Supplier of impending expiration of a background check, Supplier shall provide an updated Contractor/Vendor Information Form

reflecting a refreshed background check within twenty (20) days of receipt of the Notice in order to avoid revocation of such person's access. An appropriate authorization form must be signed by each of the Personnel prior to a background check being conducted, acknowledging that the background check is being conducted and authorizing the information obtained to be provided to Company;

- b. Ensure that Personnel have passed the background checks outlined in subsection 25.1(a) prior to requesting access to Company's Facilities and/or Cyber Assets. In the event any such person: (i) is currently under indictment for a crime punishable by imprisonment for a term exceeding one year; (ii) has been convicted (within the past seven years) in any court of a crime punishable by imprisonment for a term exceeding one year; (iii) is currently a fugitive of justice; or (iv) is an alien illegally or unlawfully in the United States, such person shall be considered a "restricted person" and may not be granted access without prior written consent from Company. In the event any such person's background check reveals any residency gap of six (6) consecutive months or more, Supplier shall review, evaluate, and document any such residency gap to ensure that it does not pose a risk to Company's Facilities or Cyber Assets, prior to making a determination that Personnel have passed the background check;
- c. Ensure that Personnel complete Company provided or approved training prior to requesting access;
- d. Ensure that Personnel have passed Supplier's drug and alcohol exam and are in compliance with Supplier's substance abuse/drug and alcohol policy as outlined in the SUBSTANCE ABUSE; DRUG AND ALCOHOL POLICY article; and
- e. Keep accurate and detailed documentation to confirm completion dates for background checks and all required training (initial and annual training, to the extent applicable), and certify to Company such documentation by completing a Contractor/Vendor Information Form, attached as Exhibit A, Appendix 1, hereto, for each person who will have access. Company has the right to audit Supplier's records supporting each Contractor/Vendor Information Form submitted to Company and to verify that the requisite background checks and training were performed. Supplier shall provide Company with all requested records supporting Contractor/Vendor Information forms within a reasonable time after receiving such a request, and in the form requested by Company, but not longer than three (3) business days following the date of such request.
- f. Notify the company in a timely manner of termination or change in status removing the need for access. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day. The Enterprise Service Desk is available 24 hours a day by calling either (503) 813-5555 or (801) 220-5555.

Supplier shall not allow any person who has not met the foregoing requirements of this subsection 25.1 to perform Work, unless Supplier has received prior written consent from Company.

#### **25.2 Additional Access Requirements Specific to Sensitive Personnel**

In addition to the access requirements outlined in subsection 25.1, with respect to all Sensitive Personnel, Supplier also shall:

- a. Ensure that Sensitive Personnel (and any Personnel with access to BCSI) are informed of and comply with Company's BCSI requirements contained in any confidentiality agreement previously executed by Supplier as well as the BCSI requirements set forth herein in the CONFIDENTIAL INFORMATION; NONDISCLOSURE article; and
- b. In addition to the initial training requirement outlined in subsection 25.1(c), ensure that Sensitive Personnel complete annual Company provided or approved CIPS compliance training within Company's prescribed training window.

Supplier shall not allow any person who has not met the foregoing requirements of this subsection 25.2 to perform Work, unless Supplier has received prior written consent from Company.

#### **ARTICLE 26. SUBSTANCE ABUSE; DRUG AND ALCOHOL POLICY**

- a. Supplier 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. Supplier shall subject each of the Personnel to a drug test at Supplier'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. Supplier warrants that Supplier and the Personnel are in compliance with Supplier's substance abuse/drug and alcohol policy.
- c. During the course of Work performed under this Contract, Supplier shall keep accurate and detailed documentation of its drug policy and Personnel drug tests, which it shall submit to Company upon request.
- d. Supplier shall designate one person to be responsible for compliance with the requirements of this Article and all reporting and inquiries shall be made to a duly authorized representative of Company in a timely manner.

#### **ARTICLE 27. DEPARTMENT OF TRANSPORTATION**

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

#### **ARTICLE 28. BUSINESS ETHICS**

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

#### **ARTICLE 29. SITE REGULATIONS**

Supplier, when performing any Work at a Work Site, shall abide by and adhere to all applicable Company Work Site regulations including without limitation environmental protection, loss control, dust control, safety, and security. As a continuing condition to performing Work at any Work Site, Supplier may be required to maintain a subscription with Company's third-party safety and loss information reporting service (the "Administrator"). The Administrator manages safety ratings and insurance certificates of Company's contractors. Supplier will provide safety related information as requested by the Administrator including Supplier's safety programs, OSHA documents, experience modification rates (EMR) and an insurance and safety questionnaire. A variance or exclusion to the subscription and information requirements under this paragraph may be granted by the Company's Designated Representative.

#### **ARTICLE 30. HAZARDOUS MATERIALS**

Supplier 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, Supplier shall comply with the following sections of the Company's hazard communication program:

- a. Safety Data Sheets ("SDS") for all Hazardous Materials that Supplier or its Subcontractors plan to bring to the Work Site must first be presented to Company for review by Company's applicable safety coordinator.

- b. Supplier shall furnish appropriate SDS 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. Supplier will cause all of its employees, and the employees of its Subcontractors, to review the SDS of Hazardous Materials and to follow the requirements of the OSHA Hazard Communication Standard.
- d. Supplier shall make the SDS of Hazardous Materials available at the Work Site and provide such SDS to Company representatives at the Work Site upon request.

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

Supplier shall be solely responsible for all losses arising from Hazardous Materials brought to the Work Site by Supplier or its Subcontractors during the performance of the Work and all losses arising from abatement activities with regard to Hazardous Materials existing on the Work Site to the extent performed as part of the Scope of Work, including the storage, transportation, processing and disposal of Hazardous Materials. Supplier shall be solely responsible for all losses related to such Hazardous Materials and/or such abatement activities 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.

Supplier shall be solely responsible to remove all unused Hazardous Materials and generated Hazardous Materials from the Work Site upon completion of the Work and prior to demobilization, except to the extent that Company has expressly agreed otherwise.

#### **ARTICLE 31. REVIEW OF DELIVERABLES**

Review by Company of any Deliverables submitted by Supplier is only to determine the general conformance with the design concepts and shall not relieve Supplier 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 32. LIENS**

Supplier hereby waives its rights to any mechanic's lien, security interest or other lien under any applicable statutes or otherwise for all Materials furnished in connection with this Contract. Prior to Supplier's receipt of each payment under this Contract, Supplier shall (if requested by Company) deliver to Company all affidavits, lien releases, materialmen's certificates and other documents necessary to fully protect Company under the applicable lien laws. If at any time there shall be evidence of the existence of any such lien or claim for Materials furnished by Supplier or any other party in connection with the Contract, Company may use payments then due or to become due under this Contract to discharge such lien or satisfy such claim and may credit such amount against the payment due or to become due to Supplier.

#### **ARTICLE 33. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS**

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

#### **ARTICLE 34. CLAIM NOTICE AND RESOLUTION PROCEDURE**

In the event Supplier 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"), Supplier shall provide Company with Notice of such Claim within ten (10) Business Days following the occurrence of the event giving rise to the Claim. Supplier's failure to give Notice as required will constitute a waiver of all of Supplier's rights with respect to the Claim.

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

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

#### **ARTICLE 35. SUSPENSION OF WORK**

Company may, by written Notice, direct Supplier to suspend deliveries of Materials or performance of any or all of the Work under any Purchase Order for a specified period of time. If such suspension is not caused by the fault or negligence of Supplier, Supplier will be compensated for extra costs in accordance with the provisions set forth in the CLAIM NOTICE AND RESOLUTION PROCEDURE article. Upon receipt of such Notice to suspend, Supplier shall: (i) discontinue production of the applicable Materials; (ii) place no further orders or subcontracts with respect to the suspended Materials or Work; (iii) suspend all orders and subcontracts with respect to the suspended Materials or Work; (iv) protect and maintain the all Materials for which the suspension applies; and (v) otherwise mitigate Company's costs and liabilities for those Materials or Work suspended and equitably extend any guaranteed completion dates to the extent such suspension adversely impacts Supplier's critical path to completion; provided, however, that if the suspension is due to Supplier's failure to comply with the Contract or applicable Purchase Order, no such payment shall be made or extension granted.

#### **ARTICLE 36. TERMINATION FOR CONVENIENCE**

Company may terminate this Contract, in whole or in part, at any time without cause prior to the expiration of the Term by sending Supplier 30 days prior written Notice of such termination. Upon such termination Company shall pay Supplier, in full satisfaction and discharge of all liabilities and obligations owed Supplier, an equitable amount for all Materials delivered and received by Company and Work satisfactorily performed by Supplier until the date of termination.

At any time prior to commencement of manufacture of the Materials ordered under a particular Purchase Order, Company may, without cause, terminate the Purchase Order in whole or in part by sending to Supplier written electronic notice of such termination. Upon such termination, Company may pay to Supplier an equitable termination fee, to address Subcontractor termination charges and other reasonable out-of-pocket costs demonstrably incurred by Supplier as the result of the termination provided that such costs cannot be reasonably mitigated. Company will not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

#### **ARTICLE 37. TERMINATION FOR CAUSE**

37.1 For purposes of this Contract, a default by Supplier shall be the occurrence of any of the following:

- a. A breach by Supplier of any of its material obligations under this Contract, if such breach continues uncured for a period of ten (10) days after receipt of written Notice from Company, unless such breach cannot by its nature be remedied within such period in which event Supplier shall provide evidence reasonably satisfactory to Company within ten (10) days after receipt of such Notice that the cure of such breach has commenced and Supplier thereafter makes reasonable and continuous progress to that end;
- b. A determination that any representation, statement or warranty made by Supplier in this Contract, a Purchase Order or any other statement, report or document, which Supplier is required to furnish to Company, was false or misleading in any material respect;
- c. The occurrence of any of the following: (i) the filing by or against Supplier of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty (30) days from the date of filing; (ii) the making by Supplier of any assignment for the benefit of creditors; (iii) the filing by or against Supplier for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) 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 Supplier's assets unless such appointment is revoked or dismissed within thirty (30) days from the date thereof; (v) the attempt by Supplier to make any adjustment, settlement or extension of its debts with its creditors generally; (vi) the insolvency of Supplier; 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 Supplier's assets, unless such lien or levy of execution is dissolved within thirty (30) days from the date thereof; or

- d. A Material Adverse Change has occurred with respect to Supplier and Supplier fails to provide such performance assurances as are reasonably requested by Company, including without limitation the posting of Default Security pursuant to the SECURITY article.

37.2 Upon the occurrence of any such default, following the applicable process described in this Article, Company shall be entitled upon written Notice to Supplier, and without limiting any of Company's other rights or remedies, to terminate this Contract, in whole or in part, or to terminate Supplier's right to proceed with that Purchase Order affected by any such default and collect the Net Replacement Costs incurred.

37.3 Upon the occurrence of any such default, following the applicable process described in this Article, Company shall be entitled to seek performance by any guarantor of Supplier's obligations hereunder or draw upon any Default Security provided for in this Contract.

37.4 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, Company shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that Company may have against Supplier under this Contract or at law or in equity (provided, however that Company shall not be entitled to collect any damages at law attributable to late delivery for which this Contract specifically provides liquidated damages as an exclusive remedy).

#### **ARTICLE 38. 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 guaranteed delivery date(s) may be extended for a reasonable period not exceeding the time actually lost by reason of the Force Majeure Event. In such case, the imposition of liquidated damages, if applicable, for late delivery of the Work under a specific Purchase Order shall be based on the extended completion date(s).

Supplier-Caused Delays. In the event that the Materials are not delivered by the guaranteed delivery date, and the delay is in no way related to either a Force Majeure Event or Company-caused delay, Supplier shall pay liquidated damages as indicated in the applicable Purchase Order or, if no liquidated damages are so specified, Supplier shall be responsible for all damages available at law with respect to late delivery.

Request for Time Extension. Any request for a time extension shall be made in accordance with the CLAIM NOTICE AND RESOLUTION PROCEDURE article.

#### **ARTICLE 39. COMPLIANCE WITH LAWS**

Supplier shall at all times comply with all laws, statutes, regulations, rules, executive orders, ordinances, codes, and standards applicable to Supplier's performance of the Work including, without limitation, those governing health and safety, wages, hours, employment of minors, desegregation and employment discrimination, as each may be applicable to the Work performed hereunder, and based on total anticipated dollar value of this Contract. Supplier further confirms that its employees and the employees of all Subcontractors employed under the Contract may legally work in the United States.

**Without limiting the generality of the foregoing, Supplier and any Subcontractors shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or discussion of compensation. Moreover, these regulations require that covered prime contractors and Subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Supplier and any Subcontractors shall also abide by the requirements of Executive Order 11246, as amended, to develop and maintain a written affirmative action program (AAP) and Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises) and the Small Business Act. To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this Contract.**

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

#### **ARTICLE 40. CONFLICT MINERALS**

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

#### **ARTICLE 41. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 42. RELEASE OF INFORMATION; ADVERTISING AND PROMOTION**

Supplier 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, a Purchase Order and/or the Work, or any part thereof, without the express prior written consent of Company, except as required by law. Neither the names of Company, nor the Work Site shall be used in any advertising or other promotional context by Supplier without the express prior written consent of Company.

#### **ARTICLE 43. CONFIDENTIAL INFORMATION; NONDISCLOSURE**

**BES Cyber System Information.** Confidential Information of Company labeled as BCSI shall be protected consistent with the following requirements: (a) BCSI 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 BCSI 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 BCSI by unauthorized personnel (when not in use, BCSI 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 BCSI 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 BCSI should be disposed of through secured shredding receptacles or other secured document destruction methods; (f) BCSI shall be transmitted only by the following means: (i) hand delivery; (ii) United States first class, express, certified or registered mail, bonded courier; (iii) secure electronic means with NIST- or ISO-compliant encryption; and (g) documents or material containing BCSI shall be returned to Company or certified destroyed upon completion of the Work.

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

**Nonuse.** Supplier 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 Supplier 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. Supplier agrees to take all reasonable precautions



to protect the confidentiality of Confidential Information and, upon request by Company, to return to Company any documents which contain or reflect such Confidential Information.

**Federal Defend Trade Secrets Act.** The Federal Defend Trade Secrets Act of 2016 provides immunity from civil or criminal liability for any employee or contractor who discloses a trade secret “in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney” where the disclosure by the employee or contractor is “solely for the purpose of reporting or investigating a suspected violation of law” or “is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” 18 U.S.C. § 1833(b). Nothing in this Contract is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

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

#### **ARTICLE 44. OWNERSHIP OF DESIGNS, DRAWINGS AND WORK PRODUCT**

The Deliverables prepared or developed hereunder, or other documents or information provided to Company, by Supplier or its employees or agents, or Subcontractors or their employees or agents, including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of Company when prepared, and shall, together with any documents or information furnished to Supplier and its employees or agents by Company hereunder, shall be delivered to Company upon request, and, in any event, upon termination or final acceptance of the Work. Company shall have full rights and privileges to use and reproduce said items in its operation, maintenance, improvement and replacement of Company’s assets, and shall have full rights and privileges to share the same with its contractors, agents, officers, directors, employees, joint owners, affiliates and consultants who are assisting Company with same, without regard to any markings that may denote a confidential or proprietary interest in the said items. To the extent that any Deliverables include or incorporate preexisting intellectual property of Supplier, Supplier hereby grants Company a fully paid, perpetual license to use such intellectual property for Company’s operation, maintenance, modification, improvement and replacement of the Company’s assets the fullest extent necessary to accomplish those purposes, including the right to share same with Company’s contractors, agent, officers, directors, employees, joint owners, affiliates and consultants. Promptly upon Company’s request, Supplier shall provide all tools and information (including without limitation applicable passwords and authorization codes) necessary to ensure Company receives the full benefit of the Work.

#### **ARTICLE 45. PATENT AND COPYRIGHT INDEMNITY**

Supplier shall indemnify, defend, and hold harmless Company, its directors, officers, employees, and agents against and from all claims, losses, costs, suits, judgments, damages, and expenses, including attorneys’ fees, of any kind or nature based on a third-party claim that the Materials constitute an infringement of any patent, or copyrighted or uncopyrighted work. If notified promptly in writing and given authority, information and assistance, and contingent upon Company not taking any position adverse to Supplier in connection with such claim, Supplier shall defend, or may settle at its expense, any suit or proceeding against Company so far as based on a claimed infringement and Supplier shall pay all damages and costs awarded therein against Company due to such breach.

In case any Materials are determined in such suit to constitute such an infringement and the use of said Materials is enjoined, Supplier shall, at its expense and through mutual agreement between Company and Supplier, either procure for Company the right to continue using said Materials, replace same with non-infringing materials or modify the same so it becomes non-infringing.

#### **ARTICLE 46. CYBER SECURITY**

##### **46.1 SCOPE OF THIS ARTICLE**

This Article applies to Supplier and its Personnel and Subcontractors that provide hardware, software, or services to the Company that may impact the confidentiality, integrity, or availability of the Company’s networks, systems, software, Data, or Confidential Information for the term of the Contract.

##### **46.2 CYBER SECURITY CONTROLS**

- a. Supplier shall have and maintain security controls to protect the Company’s networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 – Information Security Management Systems–Requirements, and ISO/IEC 27002 – Code of

- Practice for International Security Management
- b. Supplier agrees to disclose to the Company known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.
  - c. Supplier warrants that the hardware, software, and patches provided under the Contract, will not contain malicious code or any unwanted or unexpected features. Supplier agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Supplier.
  - d. If Supplier will have remote access to Company systems or networks, Supplier shall follow all applicable Company requirements for Supplier-initiated interactive remote access and system-to-system remote access with Supplier. To the extent Supplier's Personnel will have interactive remote access to Company's networks, systems or applications, Supplier's Personnel will use multi-factor authentication provided by the Company. Authentication tokens and passwords must not be shared. Upon either (i) Personnel termination actions or (ii) changes in the status of Personnel which removes their need for remote access, Supplier shall report such termination or change in status to the Company's Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.
  - e. Contractor shall ensure that email from the Contractor and any services provided under the Contract:
    - 1. Originates from a domain or domains with a published Domain-based Message Authentication, Reporting and Conformance ("DMARC") policy of "reject" and with a published Sender Policy Framework policy consisting of valid senders and a "fail" directive (-all). If the optional DMARC "pct" directive is used, "pct" must be set to "100";
    - 2. Passes a DMARC authentication check;
    - 3. Utilizes a DomainKeys Identified Mail (DKIM) 2048 bit key; and,
    - 4. Supports Transport Layer Security (TLS).

#### **46.3 OVERSIGHT OF COMPLIANCE**

If the contract includes hosted or cloud services, Supplier shall provide annually to the Company a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of the contract and pertaining directly to the Supplier.

If the contract does not include hosted or cloud services, Supplier shall either:

- a. Annually a copy of ISO 27001 certification covering the scope of the contract and pertaining directly to the Supplier; or,
- b. Annually provide a copy of a third-party audit covering the security controls relevant to hardware, software, or services provided under this contract and pertaining directly to the Supplier. Audit results and Supplier's plan to correct any negative findings must also be made available to the Company; or,
- c. Allow Company to conduct an assessment, audit, examination, or review of Supplier's security controls to confirm Supplier's adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Supplier's privacy and security practices. Company may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Company. Company shall give Supplier no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Company may review all controls in Supplier's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Supplier shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

#### **46.4 SECURITY INCIDENT PROCEDURES; EQUITABLE RELIEF**

In the event of a Supplier, or Subcontractor Security Incident affecting the Company, the Company's networks, systems, software, Data, or the Company's Confidential Information,

- a. Supplier shall:
  - (i) Notify the Company of the Security Incident as soon as practicable, but no later than 48 hours after

Contractor becomes aware of it, to 515-281-2967 and GlobalSecurityOperations@brkenenergy.com; and

- (ii) Provide the Company with the name and contact information for any Personnel who shall serve as Supplier's primary security contact and shall be available to assist the Company with Security Incident management, response, and recovery associated with the Security Incident.
- b. Immediately following Supplier's notification to the Company of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Supplier agrees to coordinate with Company in Company's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Company.
- c. Supplier shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Supplier's expense in accordance with applicable privacy laws, regulations, and standards. Supplier shall reimburse Company for actual reasonable costs incurred by Company in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.
- d. Supplier shall fully cooperate at its own expense with Company in any litigation or other formal action deemed reasonably necessary by Company to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.
- e. Supplier acknowledges that any breach of Supplier's obligations set forth in this Article may cause Company substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Company is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Company may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

#### **46.5 OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE**

- a. In addition to any other obligations that arise on termination or expiration of this Contract, the Parties agree that, on any expiration or termination of this Contract, upon completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request, regardless of the circumstance:
  - (i) If Supplier has access to Company facilities or systems, Supplier shall immediately surrender to Company all access cards, security passes, passwords and other such devices granting access to any Work Site or to Company networks or computer systems; and
  - (ii) If Supplier has Company Data, Supplier shall return any Company Data that is in its care, custody or control to Company in the format requested by Company and Supplier shall, after receiving Company's written confirmation that it can read the Data provided by Supplier, permanently delete any copies of the Data in Supplier's care, custody or control.
  - (iii) If Supplier has Company hardware or removable media, Supplier will return to Company all hardware and removable media provided by Company that contains Company Data. Company Data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. If the hardware or removable media containing Company Data is owned by Supplier or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request. Supplier's destruction or erasure of Company Data pursuant to this Article must be in compliance with NIST or ISO Standards.
- b. Prior to the expected expiration or termination of a Contract Document by either Party for any reason, or prior to the expected expiration or termination of this Contract for any reason, including the default of the terms of a Contract Document or a default under this Contract, Supplier agrees to provide Company with the reasonable assistance services requested by Company. These services will include, at a minimum, converting data, providing parallel services until Company has transitioned to a new system, providing on-site technical support,

cooperating with Company or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to Company or its new provider of services. The Parties agree that assistance services may extend beyond the Term as reasonably required by Company.

#### **46.6 PROHIBITED VENDORS**

Supplier may not use in the provision of Work or Services to Company, directly or indirectly using subcontractors, the services, products, component pieces or sub-assemblies of any company identified by Company or by the U.S. Government and/or regulatory authorities as a security threat (collectively, the “Prohibited Vendors”), including without limitation the companies identified by Company in Exhibit I and by the U.S. Department of Commerce (which are currently posted on the internet at <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear> and as published in 15 CFR, Subchapter C, part 744, Supplement No. 4). Supplier is responsible for being familiar with the Prohibited Vendors, including additional Prohibited Vendors that Company may identify by Notice to Supplier and that the U.S. Government may identify from time to time during the term of this Contract. If Supplier fails to abide by the requirements of this Section, Company will provide Supplier with Notice and a 30 day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

#### **ARTICLE 47. OFFICE OF FOREIGN ASSETS CONTROL SANCTIONS LISTS; STATE OR GOVERNMENT OWNED ENTERPRISES OR CORPORATIONS CYBERSECURITY**

47.1 Supplier warrants that neither Supplier nor a) any parent, affiliate, or subsidiary to Supplier, or b) any officer, director, employee, agent, lobbyist, or representative of Supplier is on any sanction list maintained and published by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), including but not limited to the Specially Designated Nationals and Blocked Persons List and Consolidated Sanctions List maintained and published by OFAC and available at <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx> (collectively the “OFAC sanctions lists”). Supplier further warrants, acknowledges, and agrees that:

- a. Neither Supplier nor any a) any parent, affiliate, or subsidiary to Supplier, or b) any officer, director, employee, agent, lobbyist, or representative of Supplier is operating or acting under any alias or pseudonym to avoid detection as a person or entity on any of OFAC sanctions lists;
- b. Supplier is prohibited from and shall not, either directly or indirectly, involve or engage in any manner any person or entity that is on any of the OFAC sanctions lists in the performance of this Contract, whether as an officer, director, employee, agent, lobbyist, representative, contractor, subcontractor, vendor, consultant, supplier, materialman, or any other role or relationship of any kind; and
- c. Supplier’s obligations under this Article are ongoing, and Supplier shall remain up-to-date with recent actions and updates by OFAC and shall immediately notify Company at any time it learns that a representation made in this Article is no longer accurate or that Supplier otherwise has been or is in violation of this Article.
- d. The warranties, representations, and obligations of this Article are material to Company’s decision to enter into this Contract, and any failure or violation of same is grounds for termination for cause by Company as a material breach of a provision of the Contract.

Supplier further agrees that it will fully comply and cooperate with Company in any inquiry, request, or investigation initiated by OFAC arising from or related to Supplier’s performance under this Contract and will defend, indemnify, and hold harmless Company, its agents, representatives, and employees of and from all fines, fees, penalties, or other liabilities or damages of any kind arising from or related to any failure or violation of Supplier’s warranties, representations, and obligations under this Article. This obligation is in addition to and not in derogation of any other obligation Supplier may have to defend, indemnify, or hold harmless Company, its agents, representatives, and employees under this Contract.

47.2 Supplier warrants that neither Supplier nor any parent, affiliate, or subsidiary to Supplier has fifty-percent (50%) or more equity ownership by a state-owned enterprise or government owned-corporation acting on behalf of the following foreign countries (the “prohibited countries”):

Afghanistan	Crimea Region of Ukraine	Russia	Venezuela
Angola	Iran		Somalia
Yemen	Chad		Iraq

Sudan  
Syria  
Uganda

China  
Congo

Libya  
North Korea

Supplier further warrants, acknowledges, and agrees that:

- a. Supplier is prohibited from and shall not, either directly or indirectly, involve or engage in any manner any entity with fifty-percent (50%) or more equity ownership by a state-owned enterprise or government owned-corporation acting on behalf of any of the prohibited countries in the performance of this Contract, whether as a contractor, subcontractor, vendor, consultant, supplier, materialman, or any other role or relationship of any kind, without first fully disclosing said involvement or engagement to Company;
- b. Supplier's obligations under this Article are ongoing, and Supplier shall immediately notify Company in the event a state-owned enterprise or government owned-corporation acting on behalf of any of the prohibited countries attains or acquires fifty-percent (50%) or more equity ownership in Supplier, or any parent, affiliate, or subsidiary to Supplier, or at any time Supplier learns a state-owned enterprise or government owned-corporation acting on behalf of any of the prohibited countries has or has attained or acquired a fifty-percent (50%) or more equity ownership in any entity directly or indirectly involved or engaged by Supplier in the performance of this Contract;
- c. In the event of such disclosure or notice, Company shall have the right, in its sole discretion, to terminate the Contract for cause by Company as a material breach of a provision of the Contract, or, in the event the disclosure involves an entity other than Supplier or any parent, affiliate, or subsidiary to Supplier, Supplier shall, in addition to the right to termination, have the alternative right, in its sole discretion, to reject said entity's further involvement or engagement in the performance of the Contract, in which case Supplier shall immediately terminate said entity's involvement or engagement.

47.3 Supplier acknowledges and agrees that the warranties, representations, and obligations of this Article are material to Company's decision to enter into this Contract, and any failure or violation of same is grounds for termination for cause by Company as a material breach of a provision of the Contract.

#### **ARTICLE 48. CALIFORNIA CONSUMER PRIVACY ACT**

Supplier agrees that, in connection with the performance of its obligations hereunder, it is a "service provider" of Company within the meaning of the California Consumer Privacy Act (as in effect from time to time, including all applicable regulations issued thereunder, the "CCPA"). Accordingly, Supplier agrees to comply with all of the requirements of the CCPA that apply to service providers (as defined under the CCPA), including without limitation the prohibition on retaining, using, selling or disclosing personal information (as so defined) provided by or collected on behalf of Company for any purpose other than for the specific business purpose of performing obligations on behalf of Company hereunder, or as otherwise permitted under the CCPA. Moreover, to the extent Supplier's obligations under this Agreement include the collection of personal information on behalf of Company, Supplier agrees that it shall limit the personal information it collects to that personal information which is necessary to enable it to perform its obligations under this Contract. Supplier will defend, indemnify and hold Company harmless from and against any claims and losses (including reasonable attorney's fees) to the extent arising from actual or alleged breaches of this Section or violations of the CCPA by Supplier with respect to personal information received, collected, processed, disclosed or retained by Supplier in connection with the performance or non-performance of its obligations under this Contract.

In the event Company receives a verifiable consumer request from a consumer to delete the consumer's personal information, Supplier shall delete the consumer's personal information from its records promptly upon Company's request.

In the event Company receives a verifiable consumer request from a consumer to provide the consumer with consumer's personal information stored or retained by Supplier on behalf of Company, Supplier shall promptly provide Company all of the requesting consumer's personal information retained in its records in a secure format and secure mean of transmission as is approved by Company and otherwise in a manner that is consistent with the requirements of the CCPA.

In the event Supplier either receives the foregoing requests to delete or disclose or receives a "do not sell" request, in each case, directly from a consumer whose personal information Supplier collects, processes, retains or stores on behalf of Company, Supplier shall provide prompt written notice to Company, and, as directed by Company, Supplier

shall either act on behalf of Company in responding to the request or inform the consumer that the request cannot be acted upon because the request has been sent to a service provider instead of Company.

#### **ARTICLE 49. ELECTRONIC COMMERCE**

Company operates a SAP-based enterprise resource planning system that governs its materials and financial transactions. Supplier shall in the future make every commercially reasonable effort to pursue and develop the required connectors and interfaces to Company's SAP system in order for cost effective implementation of supply chain management processes preferred under this Contract.

In addition, Company is open to maximizing the cost effective utilization of standards based electronic commerce technologies, compatible with legacy computer systems, including but not limited to requirements for desk top ordering, cataloging, documentation, payments, and performance monitoring.

In the event Supplier has implemented electronic commerce capabilities, Supplier shall ensure such electronic commerce (e-commerce website) interface shall be available to Company.

Supplier's (and its Subcontractor's) Lead Times for Materials shall be stated in e-commerce website. At a minimum, Supplier shall update the Lead Times on a quarterly basis or as changes in Lead Times are known to Supplier. Supplier Lead Times shall be no greater than those agreed in the Contract.

Supplier and its Subcontractors shall provide Company with 24-hour a day access to Supplier web based catalog and electronic documentation library. Supplier's electronic commerce business model shall include: (i) processes for electronic invoicing and payment systems; (ii) development of an electronic inspection library for certificates, test reports, shipment release documents, etc.; (iii) tracking and tracing of Company shipments from its Suppliers; and (iv) electronic links to its Suppliers engineering files, drawings, documentation, installation/operations manuals, and product alerts.

Supplier electronic commerce platform should support a seamless interface with SAP business-to-business module, or any other e-commerce enterprise platform specified by Company. Supplier shall keep an electronic historical file of all transactions executed under this Contract and shall maintain such records for the duration of this Contract plus an additional three (3) years. Supplier shall have a computerized inventory and/or production management system and/or Purchase Order tracking/expediting system, capable of interfacing with Company systems.

#### **ARTICLE 50. ASSIGNMENT**

Company may at any time assign its rights and delegate its obligations under this Contract, in whole or in part, including, without limitation, transferring its rights and obligations under this Contract to any: (i) affiliate; (ii) successor in interest with respect to the Work Site; or (iii) corporation or any other business entity in conjunction with a merger, consolidation, or other business reorganization to which Company is a party. Supplier shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of Company, and any attempted transfer in violation of this restriction shall be void.

#### **ARTICLE 51. SUBCONTRACTS**

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

Company is committed to and understands the importance of promoting diversity among its suppliers and their Subcontractors by increasing the amount of business conducted with qualified diverse business enterprises, including women-owned, minority-owned, disabled veteran-owned, and lesbian, gay, bisexual, and transgender ("LGBT")-owned businesses. Company expects the same level of commitment from Supplier when it subcontracts any of the Work to Subcontractors of any tier. In the event of any spend activity with qualified diverse Subcontractors in a given monthly period, Supplier shall submit, by the 10<sup>th</sup> day of the following month, the Diversity Subcontractor Spend Report included as Exhibit H. Supplier shall submit the Diversity Subcontractor Spend Report to [supplierdiversity@pacifcorp.com](mailto:supplierdiversity@pacifcorp.com).

In the event that a state agency or regulatory commission audits any Company report or filing concerning diverse supplier spend activity that had been prepared utilizing information provided at least in part by Supplier, Supplier

shall provide Company with all substantiating documentation to sufficiently support Company's report or filing within five (5) Business Days of any request. Examples of documentation that Company may request include, but are not limited to, contracts or purchase orders between Supplier and any of its Subcontractors identifying Company as the ultimate recipient, invoices between Supplier and any of its Subcontractors identifying Company as the ultimate recipient, and proof of payment by Supplier to any of its Subcontractors.

#### **ARTICLE 52. NONWAIVER**

The failure of either party to insist upon or enforce strict performance 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 the right to enforce such terms or rights on any future occasion.

#### **ARTICLE 53. SEVERABILITY**

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

#### **ARTICLE 54. LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE FOREGOING EXCLUSION SHALL NOT BE CONSTRUED SO AS TO LIMIT: (I) THIRD PARTY INDEMNIFICATION OBLIGATIONS AS SET FORTH IN ARTICLE 22, INDEMNIFICATION; (II) THE ASSESSMENT AND COLLECTION OF DAMAGES IN ACCORDANCE WITH ARTICLE 19, LIQUIDATED DAMAGES; OR (III) PAYMENT OBLIGATIONS AS SET FORTH IN THIS CONTRACT.

**EXCEPT WITH RESPECT TO CLAIMS (I) FOR DEATH OR BODILY INJURY OR THIRD PARTY PROPERTY DAMAGE FOR WHICH SUPPLIER HAS AGREED TO INDEMNIFY COMPANY AS SET FORTH IN ARTICLE 22, INDEMNIFICATION (WHICH SHALL NOT BE LIMITED PURSUANT TO THIS ARTICLE); (II) FOR DAMAGE TO COMPANY PROPERTY RESULTING FROM THE NEGLIGENCE OF SUPPLIER (WHICH SHALL BE SUBJECT TO AN AMOUNT EQUAL TO, BUT NO MORE THAN, THE MAXIMUM LIMITS OF APPLICABLE INSURANCE COVERAGE THAT SUPPLIER IS REQUIRED TO MAINTAIN PURSUANT TO ARTICLE 21, INSURANCE) AND (III) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER OR ITS AGENTS, SUPPLIER'S LIABILITY SHALL BE LIMITED TO THE GREATER OF 200% OF THE APPLICABLE PURCHASE ORDER PAID OR PAYABLE. Notwithstanding anything herein to the contrary, no liabilities of Supplier to Company covered by insurance carried by Supplier pursuant to ARTICLE 21, INSURANCE of this Master Contract shall be included in Supplier's aggregate liability for the purposes of determining whether the above limit has been met or exceeded.**

#### **ARTICLE 55. APPLICABLE LAW AND VENUE**

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the Parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Oregon, and Supplier 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. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

FOR WORK PERFORMED IN CALIFORNIA, THE FOLLOWING JURY TRIAL WAIVER AND ARBITRATION PROVISION APPLIES. 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

CANNOT BE OR HAS NOT BEEN WAIVED. IF A WAIVER OF JURY TRIAL IS DEEMED BY ANY COURT OF COMPETENT JURISDICTION TO NOT BE ENFORCEABLE FOR ANY REASON, THEN TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO AGREE TO BINDING ARBITRATION. SUCH ARBITRATION SHALL BE IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA). NOTWITHSTANDING ANY AAA RULES AND PROCEDURES, OR ANY OTHER PROVISION OF ANY STATE OR FEDERAL LAWS, THE PARTIES AGREE THAT THE ARBITRATORS SHALL NOT CONSIDER OR AWARD PUNITIVE DAMAGES AS A REMEDY. UPON THE COMPANY'S REQUEST, AAA SHALL PROVIDE THE PARTIES A LIST OF ARBITRATORS EACH OF WHOM HAVE EXPERIENCE AND EXPERTISE APPLICABLE TO THE WORK. UPON EACH OF THE PARTIES' RECEIPT OF SUCH LISTS, EACH PARTY SHALL HAVE TEN (10) DAYS TO SELECT AN ARBITRATOR. THE TWO SELECTED ARBITRATORS SHALL THEN SELECT A THIRD ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE DATE THE INITIAL TWO ARBITRATORS WERE SELECTED AND THE MATTER SUBJECT TO ARBITRATION SHALL BE ARBITRATED AND A DECISION OF THE ARBITRATORS ISSUED WITHIN SIXTY (60) DAYS AFTER THE SELECTION OF THE THIRD ARBITRATOR.

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

This Contract and any referenced exhibits and attachments constitute the complete agreement between the Parties. All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into and superseded by this Contract, which fully and completely expresses the agreement of the Parties with respect to the subject matter hereof. Any Specifications, drawings, schedules or other exhibits or documents listed in this Contract, including applicable Purchase Orders issued pursuant to the terms hereof, are incorporated by reference into this Contract.

In the event of a conflict between (i) any Specifications, drawings, schedules or other attachment or exhibit to this Contract, and (ii) the above terms and conditions of this Contract, the above terms and conditions of this Contract shall take precedence and control.

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

The Parties intend that the terms and conditions of this Contract, its referenced attachments, and any Purchase Order that may be issued relating to this Contract should be complementary with each other; however, in the event of a conflict between the terms and conditions of any Purchase Order and those of the Contract, the terms and conditions of this Contract shall take precedence and control over any Purchase Order (provided, however, that where this Contract indicates commercial terms that may be amended by the Purchase Order, the Purchase Order shall be deemed to govern with respect to such conflicting commercial terms).



**ARTICLE 57. EXECUTION AND EFFECTIVE DATE**

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

**SUPPLIER:**  
**MARMON UTILITY LLC**

**By:** Ken Woo  
Ken Woo (Apr 26, 2022 10:58 EDT)  
**(Signature)**

**Name:** Ken Woo  
**(Type or Print)**

**Title:** Vice President  
Apr 26, 2022  
**(Date Executed)**

**COMPANY:**  
**PACIFICORP**

**By:** Stefan Bird  
Stefan Bird (Apr 22, 2022 11:13 PDT)  
**(Signature)**

**Name:** Stefan Bird  
**(Type or Print)**

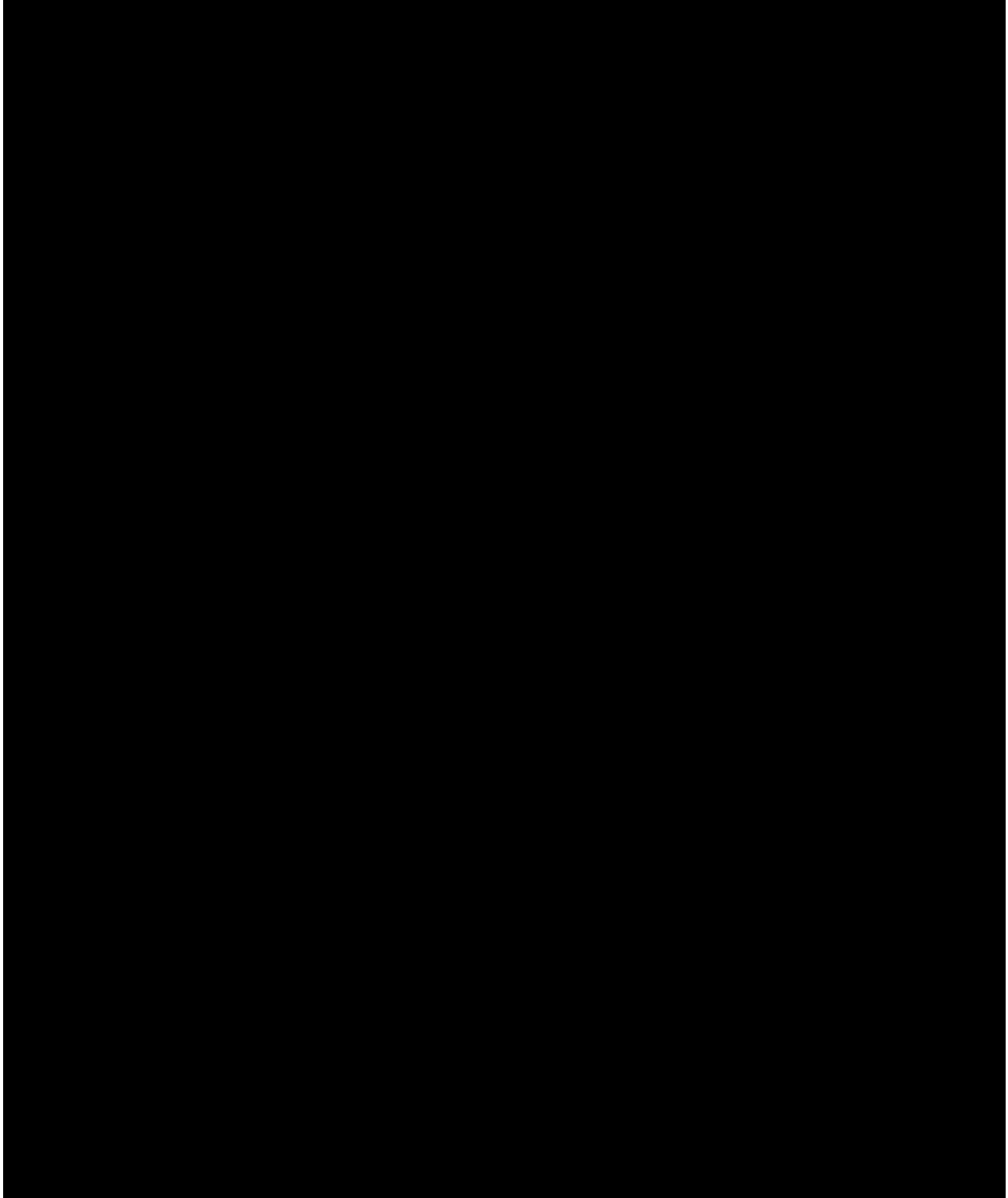
**Title:** President & CEO  
Apr 22, 2022  
**(Date Executed)**

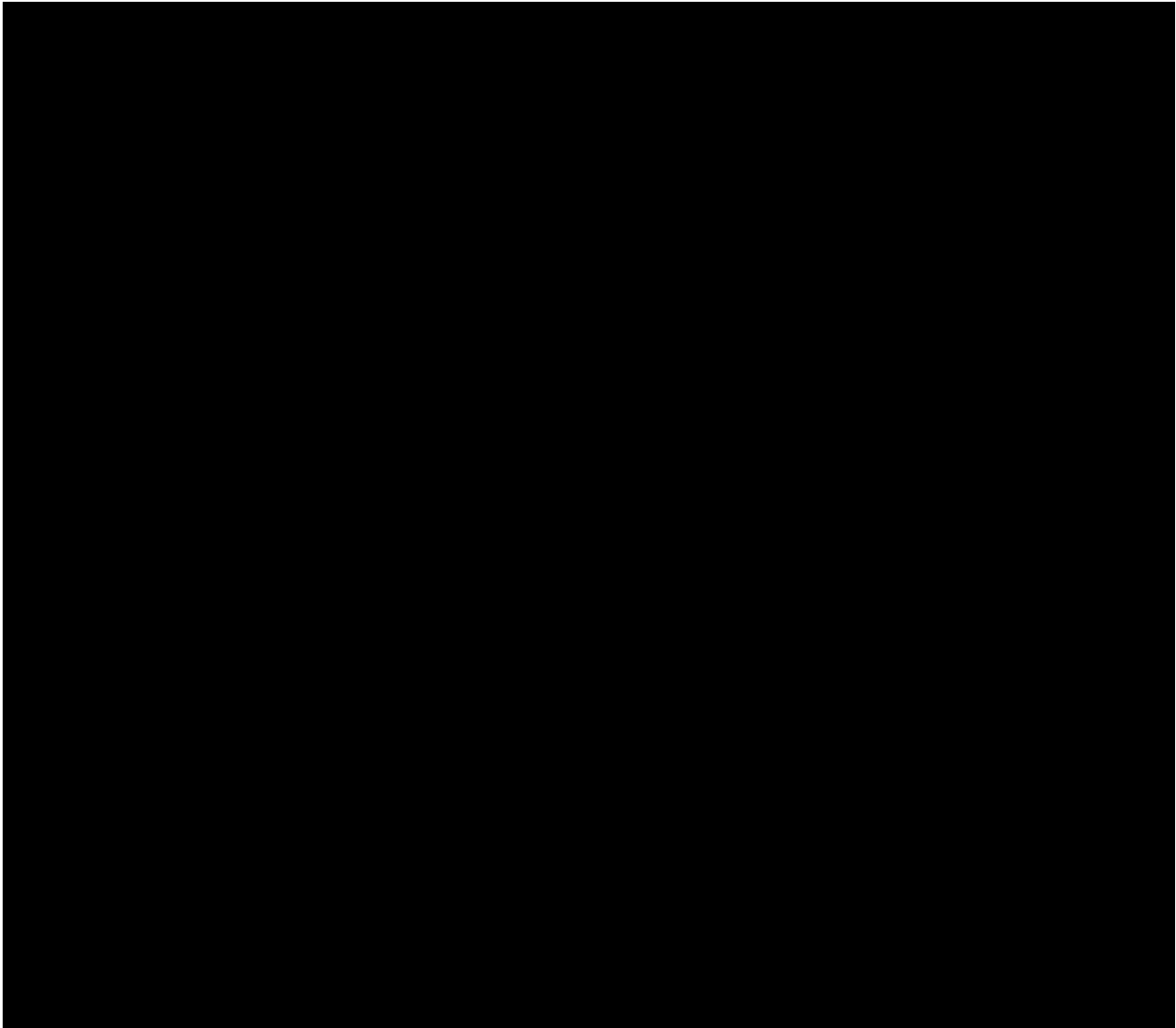
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**Jaggaer Project 5341**

**Design Services and Materials for Aerial Covered Cable Projects**

**Exhibit A – General Description**



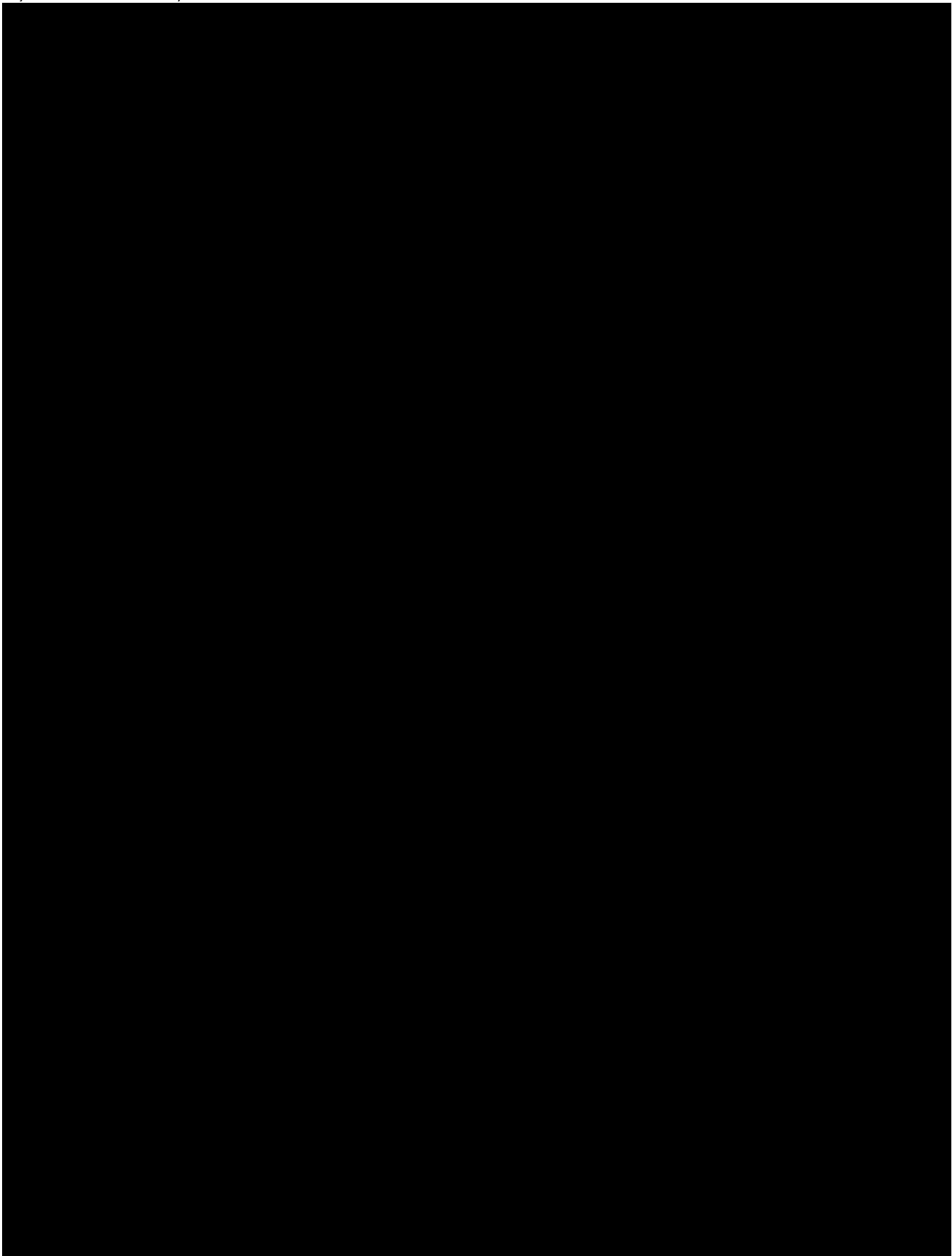


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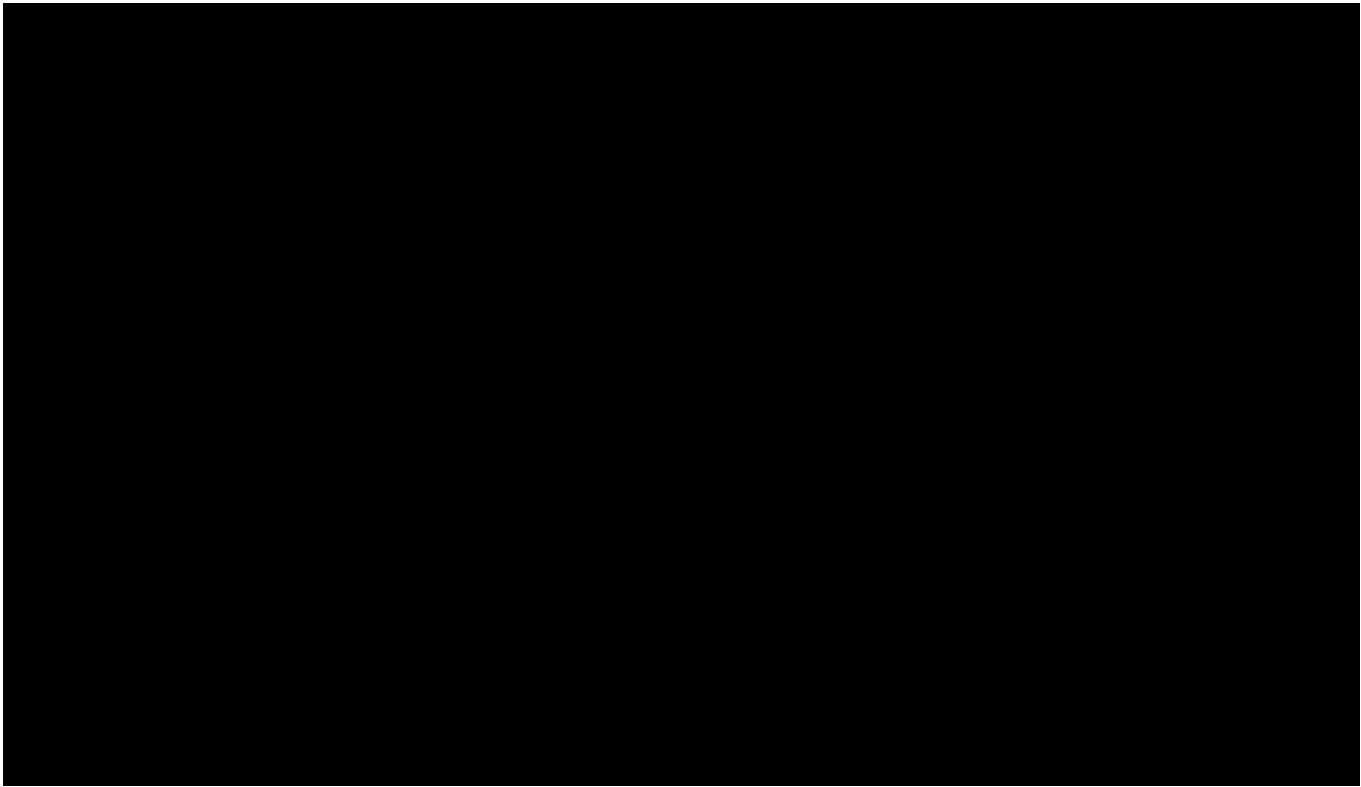
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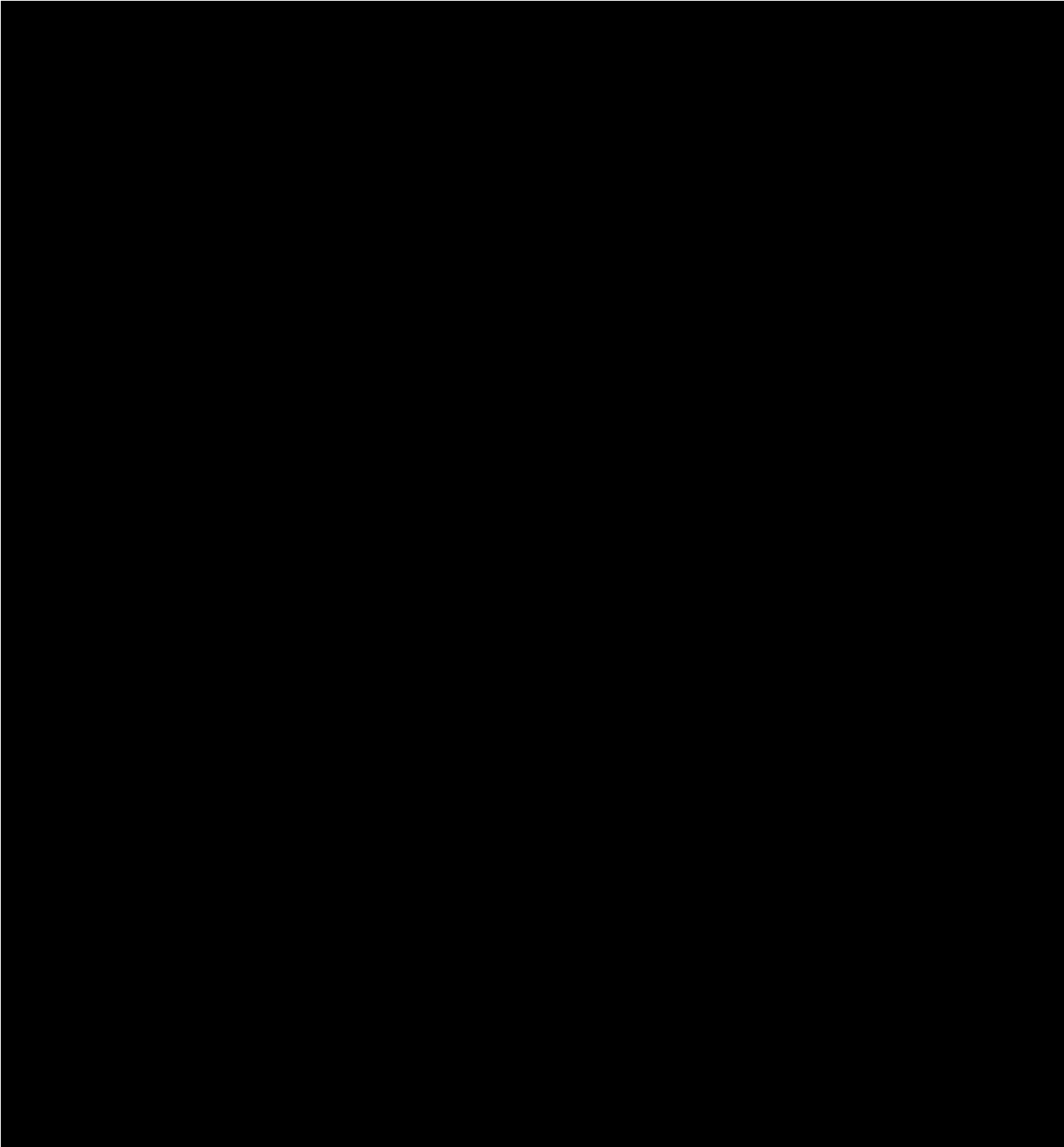
EXHIBIT B

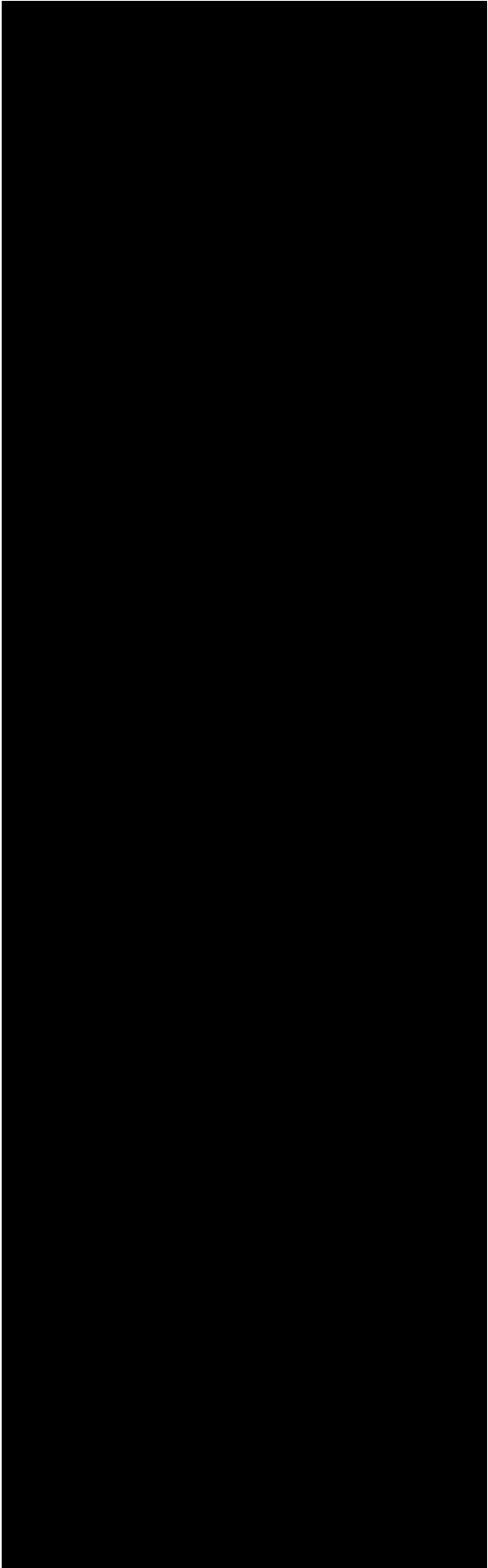
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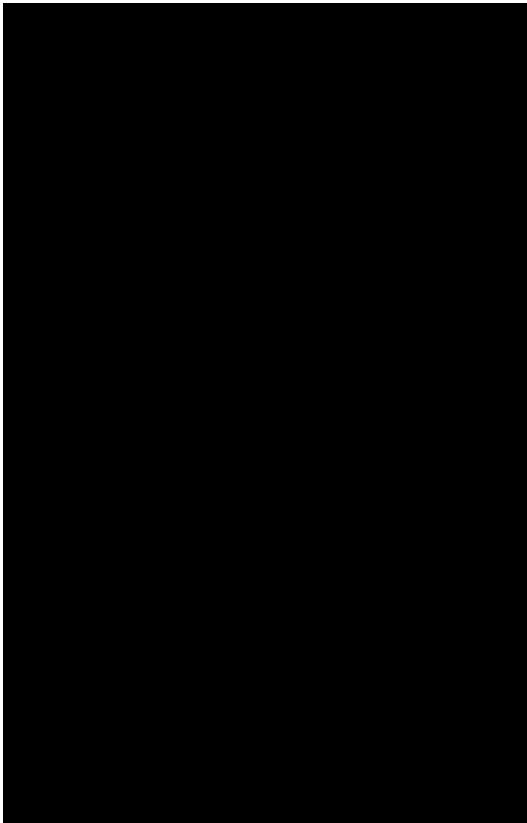
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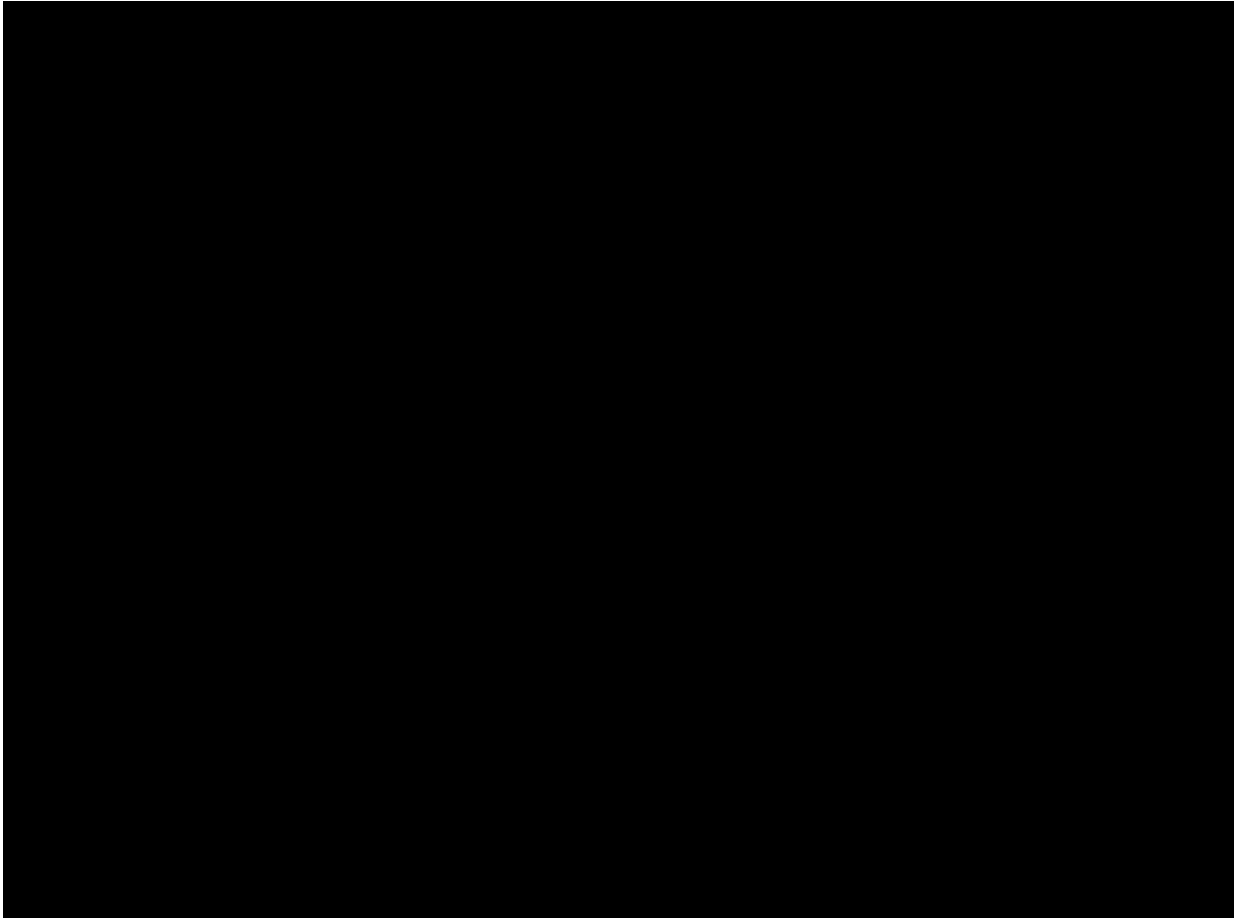
REDACTED





REDACTED

## Exhibit B-1 P-Corp Price Terms



## EXHIBIT C

### FORM OF ACCEPTABLE LETTER OF CREDIT

#### IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: \_\_\_\_\_

**BENEFICIARY:**

PacifiCorp, an Oregon corporation

[Insert Address]

Re: Letter of Credit No. \_\_\_\_\_

At the request of [Insert Contractor's legal name], ("Account Party"), [Bank] ("Issuing Bank") hereby establishes our Irrevocable Standby Letter of Credit ("Letter of Credit") in your favor for the aggregate amount of [\_\_\_\_\_] United States Dollars [(\$\_\_\_\_\_)], available to you at sight upon demand at our counters at [Location] \_\_\_\_\_ on or before the expiration hereof. Any request by you to draw on this Letter of Credit must be accompanied by the original or a certified copy of the original of this Letter of Credit, together with a completed certificate in the form attached hereto as Exhibit "\_-1", signed by a person purporting to be an officer or authorized agent of you and dated the date of presentation.

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

Partial drawings and multiple drawings are permitted hereunder.

The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through the Issuing Bank referencing this Letter of Credit No. \_\_\_\_\_.

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

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

This Letter of Credit shall expire at the close of business on [date that is beyond the statutory period for filing a lien after the contract end date]. However, it is a condition that this Letter of Credit will automatically extend without amendment for additional

periods of one (1) year each from the present or any future expiration date, unless at least sixty (60) days prior to any such expiration date we shall notify you by registered mail or overnight courier at the above address that we elect not to extend this letter of credit beyond the current expiry date, in such event you may draw on the stated amount of this Letter of Credit within the current expiration date.

In the event of an Act of God, act of terrorism, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiration date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

This credit is transferable in its entirety (but not in part). Any transferee shall succeed to all of the rights of the Transferor hereunder. A Transfer of the right to draw under this credit shall be effected by our receipt of this credit and a signed completed request for transfer in the form of Exhibit " \_-2" hereto. We shall effect the transfer and advise the parties accordingly.

[BANK SIGNATURE]



Exhibit \_-1  
**FORM OF LETTER OF CREDIT DRAWING CERTIFICATE**

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

☐ (1) a Contractor Event of Default has occurred or is continuing under the [contract name] (including but not limited to as a result of the Account Party's failure to strictly comply with the Milestone Schedule (as defined in the [contract name], dated as of \_\_\_\_\_, 20\_\_), between Account Party and Beneficiary) or failure to pay Beneficiary when due and payable any amounts respecting Delay Liquidated Damages (as defined within [contract name]) or any other default or material breach of the [contract name] by Account Party);

☐ (2) the [contract name] has been terminated prior to [insert contract end date], in accordance with Section \_\_ of the [insert contract name];

☐ (3) the Letter of Credit is due to expire within thirty (30) days and Beneficiary and Account Party have not mutually agreed in writing to an extension thereof; or

☐ (4) the Letter of Credit has ceased to satisfy the requirements for an Acceptable Letter of Credit (as defined in the [contract name]).

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

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

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

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

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

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

Exhibit -2  
**TRANSFER OF LETTER OF CREDIT IN ITS ENTIRETY  
TO STANDBY LETTER OF CREDIT NO. \_\_\_\_\_**

TO:

FROM:

RE: LETTER OF CREDIT NO. \_\_\_\_\_ ISSUED BY: \_\_\_\_\_

We, the undersigned beneficiary, hereby authorize and direct you to transfer irrevocably the referenced letter of credit in its entirety

To: \_\_\_\_\_

Whose Address is: \_\_\_\_\_

\_\_\_\_\_  
(Herein called the "transferee") with no changes in terms and conditions of the Letter of Credit.

We are returning the original instrument, including original amendments, if any, to you herewith in order that you may deliver it to the transferee together with your customary Letter of Transfer.

Any amendments to the Letter of Credit that you may issue or receive are to be advised by you directly to the transferee, and the documents (including drafts if required under the Credit) of the transferee are to be processed by you (or any intermediary) without our intervention and without any further responsibility on your part to us.

We understand that pursuant to U.S. law, you are prohibited from issuing, transferring, accepting or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U.S. Department of Treasury, or subject to the denial of export privileges by the U.S. Department of Commerce.

**\*\*THE SIGNATURE OF THE BENEFICIARY  
WITH TITLE AS STATED CONFORMS WITH  
THAT ON FILE WITH US AND IS AUTHORIZED  
FOR THE EXECUTION OF SUCH INSTRUCTION.**

	_____ (Official Bank Stamp)		_____ (Name of Beneficiary)
	_____ (Name of Bank)	By:	_____ (Authorized Signature)
	_____ (Address of Bank)		_____ (Title)
By:	_____ (Authorized Signature)		_____ (Telephone Number)
	_____ (Title)	Date:	_____
	_____ (Telephone Number)		
Date:	_____		



PacifiCorp  
Procurement  
825 NE Multnomah Street, Suite 1800  
Portland, Oregon 97232

# Purchase Order

<b>Shipping Address</b> PacifiCorp Lloyd Center Tower 825 N.E. Multnomah PORTLAND OR 97232	<b>Information</b> <b>P.O. Number</b>  <b>Date</b> <b>Vendor No.</b> <b>Payment Terms Description</b>  <b>Buyer</b> <b>Phone</b> <b>Fax</b>  <b>Delivery Date</b> <b>Inco Terms Description</b> <b>Inco Terms (Part X)</b>
<b>Vendor Address</b>	
<b>Billing Address</b> PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208 - 3040	<b>Show the Purchase Order Number on all packages, invoices, bills of lading and correspondence. Send invoices to Accounts Payable Department. Notify buyer immediately: (1) if unable to ship or deliver on dates specified below or (2) when description is incorrect or superceded.</b>

Shipping Instructions:  
Currency: USD  
Valid From:

Item	Material/Description	Quantity	UM	Net Price	Per	UM	Net Amount
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10

## Exhibit E

Statutory Form of Lien and Claim Release California Work  
(Civil Code §8138, Operative July 1, 2012)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

### Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

### Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

### Exceptions

This document does not affect the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

### Signature

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



## Exhibit F

# **Contractor Health, Safety and Environmental**

Contractor: \_\_\_\_\_

### **Applicability**

The health, safety and environmental requirements below apply to all contractors performing work at all PacifiCorp worksites. The contractor named above (hereinafter, Contractor) shall also ensure compliance with these requirements by all of its subcontractors of every tier. Any, and all training required in order for Contractor's personnel and the personnel of Contractor's subcontractors to comply with these requirements shall be received by those personnel prior their performance of applicable work. All such training shall be at Contractor's expense.

### **Security**

Contractor shall be responsible for the security of all contractor-furnished material and equipment, as well as any PacifiCorp-furnished material and equipment received by Contractor.

The PacifiCorp project manager or other on-site PacifiCorp project supervisory personnel (hereinafter, PacifiCorp Supervisor) may require identification of persons entering or leaving PacifiCorp sites or project sites. PacifiCorp may also require searches of vehicles entering or leaving its sites or project sites. PacifiCorp-owned project materials may only be removed from project sites with prior express written approval from the PacifiCorp Supervisor.

Contractor shall each day provide the PacifiCorp Supervisor the number of contractor personnel working on the project and when, where, and what work will occur.

### **Personal Protective Equipment Requirements**

On all PacifiCorp work sites including pre-bid meetings and job walks.

Contractor shall ensure that their employees are provided with and wear;

- Non-Metallic Hard Hat satisfying ANSI Z89.1-2003 Class E
- Safety Glasses with Side Shields, satisfying ANSI Z87.1 -2003
- Safety Footwear, satisfying ANSI Z-41/ASTM F2413 with a class 75 rating
- Synthetic clothing should not be worn on any PacifiCorp worksite where energized work may be performed

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

- Long sleeve FR Shirts with an ATPV of 8.0 cal/cm<sup>2</sup> for shirt fabrics), with sleeves rolled down and buttoned. Note: Shirts or clothing with a higher ATPV may be required for

work on some equipment at those sites where indicated by signage. Consult with PacifiCorp Supervisor to determine applicability of higher levels of protection.

When setting or removing meters from energized meter bases Contractors employees shall utilize;

- Face Shields that satisfy ANSI Z87.1 -2003

### **Tools, Equipment and Safety Supplies**

Except as specifically noted elsewhere in the contract, Contractor shall provide all tools, equipment and supplies, including safety supplies, to perform the work in a safe and appropriate manner.

### **Safety, Health and Environmental Accident and Damage Prevention**

Prior to starting any work, Contractor shall inspect the project site to ensure Contractor fully recognizes and understands all health, safety, and environmental site conditions. Contractor shall also, prior to starting work, review and understand all health, safety, and environmental laws, regulations, permit conditions, and requirements applicable to performance of Contractor's project work.

Prior to start of any work, Contractor shall ensure that each of its employees and its subcontractors are fully informed concerning all applicable safety, health, environmental and security regulations and project requirements, as well as all pertinent health, safety or environmental site conditions.

Contractor shall ensure, through health, safety & environmental discussions each day that all workers present are fully informed concerning all applicable safety, health, environmental and security regulations and project requirements, as well as all pertinent health, safety or environmental site conditions or potential injurious exposures. Contractor shall ensure all workers at each of Contractor's PacifiCorp work locations each day participate in these discussions on the health and safety aspects and potential environmental impacts of the day's work. Such meetings or discussions shall be repeated any time there are changes in the work group or work conditions resulting in new hazards or new potential exposures. These meetings shall be documented on a contractor provided form. Example *Tailboard forms* are attached for your reference. These documents shall be retained with project documentation and available to the PacifiCorp Supervisor.

Contractor shall conduct operations in such a manner as to prevent or control the risk of bodily harm to persons, environmental damage or releases, and/or damage to property. Unsafe, unhealthful and environmentally threatening conditions shall be addressed immediately. Records shall be generated of all such conditions and all steps undertaken to mitigate them.

Contractor shall ensure that when working on or in the area of energized, unguarded electrical equipment, or equipment that may become energized at 50 volts or above, that such work is

performed by Qualified Persons. When work that is typically completed by non-high voltage electrical contractor is being performed they shall provide a Qualified Person to act as a safety watch and be responsible to monitor all work of non-qualified workers, on a continuous basis, stop any work that could create a hazard, and ensure all safety rules are observed. The qualified person shall ensure that a job briefing is conducted with the persons under his care before each job

Contractor shall ensure compliance with all applicable requirements set forth in OSHA, DOSH, DOT, EPA or any other applicable Federal, state and/or local regulations. Such responsibility shall apply to both its operations and those of its subcontractors. When a PacifiCorp Supervisor notices infractions of safety, health or environmental requirements and notifies Contractor, Contractor shall immediately correct the condition and record the actions taken to make such corrections.

In the event Contractor fails to promptly correct any noted infraction of safety, health, or environmental requirements, or if there is a safety or environmental incident, a PacifiCorp Supervisor may order a suspension of the work via the *Health, Safety or Environmental Incident Notice*. When satisfactory corrective action is complete, an order to resume work will be issued by a PacifiCorp Supervisor. Contractor shall not be entitled to any extension of time or any claim for damage or excess costs by reason of a notice of infraction, a suspension order, or any corrective action. Failure of PacifiCorp to order discontinuance of Contractor's operations shall not relieve Contractor of its responsibility for the safety of personnel and property.

Contractor is responsible for the manner in which all tools and equipment are stored, handled transported, and used, and for the proper use of safety equipment and devices necessary to safeguard personnel at the site, including those of PacifiCorp and other contractors.

Contractor will furnish its personnel with personal protective equipment, appropriate to the specific work activity, in accordance with applicable regulations and PacifiCorp site rules. All of its personnel shall wear appropriate protective equipment for the tasks undertaken.

All vehicles shall have seats firmly secured and adequate for the number of occupants to be carried. Personnel shall not ride in or upon any moving vehicle, except in a seat or other space specifically designed for human occupancy and in the manner for which it was designed. Seat belts and anchorages meeting the requirements of 49 CFR Part 571 (Department of Transportation, Federal Motor Vehicle Safety Standards) shall be installed in all motor vehicles and shall be used by all occupants at all times when the vehicle is in motion.

### **Tobacco-Free Workplace Policy**

PacifiCorp is a Tobacco-Free Work Place. Tobacco use is prohibited in all PacifiCorp buildings, facilities or property. The policy applies to any person on property subject to the control of PacifiCorp. See the attached Tobacco-Free Workplace Policy.

## **Site control**

Contractor shall furnish and utilize safety devices and equipment as appropriate to secure the jobsite and safeguard its personnel, as well as PacifiCorp and subcontractor personnel and members of the public.

Contractor shall at all times maintain the jobsite in the safest condition reasonably possible. At all times, it shall be Contractor's duty to correct or arrange to give warning of any hazardous condition. Appropriate precautions and security shall be established by Contractor to protect the public from site hazards and to reduce the site's potential as an attractive nuisance.

Barriers, barricade tapes and signs shall identify unsafe conditions. Danger area signs and barricades shall be designated by a predominantly red color. Danger area barricade tape shall be red and shall be lettered with either "DANGER" or "DANGER - DO NOT ENTER."

Caution area signs, barricades, and barricade tape shall be designated by a predominantly yellow color. Caution area barricade tape shall be yellow and shall be lettered with "CAUTION."

Barricades and barricade tape and/or flagging shall have properly completed information signs attached in a conspicuous location at each entry point stating the date, reason for the barricade and the person to contact for additional information. Signs, barricades, or other precautionary material shall be removed immediately upon termination of the hazard.

PacifiCorp uses a protective switching and tagging procedure to ensure systems are safe prior to work being performed on them. Contractor shall familiarize its personnel and the personnel of its subcontractors with the *Switching Terminology* and the *Switching Order Processing Policy* documents, and shall follow all Dispatch and Grid Dispatch procedures appropriate for the work.

In the event of an incident requiring outside assistance, Contractor's personnel shall call 911 (local county dispatch emergency number) in order to receive the appropriate emergency assistance.

All accidents and fires are to be reported to Dispatch and to the PacifiCorp Supervisor. The person that reports the emergency must give his name, state the nature of the emergency and the location of the emergency. The Dispatcher and the PacifiCorp Supervisor will log the event and notify PacifiCorp Risk Management.

In the event of a fire, accident, or evacuation emergency, Contractor must assemble and account for its personnel. Upon completion of an accurate personnel count, Contractor is to report the status of its personnel to the PacifiCorp Supervisor.

## **Incident Reporting**

Contractor shall maintain an accurate record of all cases of property damage and of death, occupational diseases, or injury to its employees or to any third parties that are related to performance of work under the contract. All such incidents shall promptly be reported to the PacifiCorp Supervisor on a *Contractor Incident Report*.

## **Weekly Reporting**

Additionally every Wednesday before 1PM Contractor shall provide either electronically or via fax a copy of the *Contractor Safety Report* of any incidents that have occurred since the previous report. If no incidents have occurred a Copy of the *Contractor Safety Report* shall be submitted denoting no incidents. This is required whenever contractor has any personnel working on any PacifiCorp property. *Contractor Safety Report* is attached for your use.

In the event of an environmental release, Contractor's personnel shall immediately contact the Spill Hotline answering service at (800) 947-7455. In addition, all environmental incidents shall be reported to the PacifiCorp Supervisor.

## **Hazardous Materials**

Contractor's personnel and those of its subcontractors are required at all times to be familiar with and abide by all provisions of the OSHA Hazard Communication Standard and SARA Title III, Emergency Planning and Community Right-to-know Act (EPCRA) rules.

## **Cleanup**

Contractor shall keep the work area, including storage areas used by it, free from accumulation of waste and trash.

Contractor is solely responsible for the transport, storage, security, handling, use, removal, disposal, and all other aspects of materials it brings to, causes to have brought to, or receives at the jobsite. Contractor shall promptly remove all of its unused material (unless desired by Company to be left on site) and all of its generated waste and shall leave none behind at completion of the project. Upon completion of the work, Contractor shall leave the work area in a condition satisfactory to PacifiCorp.

In the event of Contractor's failure, within a reasonable time, to satisfactorily clean the area, PacifiCorp may, after written notice to Contractor, perform the clean-up and removal at Contractor's expense.

## **Health, Safety and Environmental Violations**

All health, safety and environmental violations with respect to work performed by Contractor, or its subcontractors of any tier, must be corrected by Contractor. Contractor shall be solely

liable for all costs, including government-imposed penalties, associated with health, safety, and/or environmental violations attributable to Contractor or its subcontractors.

### **Abnormal or Hidden Hazards**

Contractor shall inspect the project site to ascertain all site abnormalities and hidden hazards. Contractor shall make note of these abnormalities and hidden hazards, shall determine methods for addressing them and shall record such determinations. Contractor shall inform its personnel and its subcontractors of the abnormalities and hidden hazards and its determinations in their regard. All notes, records of determinations, etc. with regard to site abnormalities and hidden hazards shall be copied for and provided to the PacifiCorp Supervisor.

### **Subcontractors**

These requirements apply to all subcontractors. It is the responsibility of Contractor to inform all its subcontractors regarding the applicable work rules and security, environmental, health, and safety requirements prior to the start of any subcontracted work, and to train such subcontractors if necessary. PacifiCorp will provide copies of these requirements to subcontractors upon request.

### **Contractor Acknowledgement**

The undersigned Contractor representative hereby acknowledges receipt of these requirements. Contractor represents that it has reviewed and understands these requirements, and will abide by and enforce these requirements with its personnel and those of its subcontractors.

CONTRACTOR

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **TOBACCO-FREE WORKPLACE POLICY**

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. Where approved, the company will identify tobacco-use areas at its power generation and mining facilities for use during authorized break periods.

Note: For represented employees, a collective bargaining agreement may supersede this policy.

## **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.**



Lines &amp; Services Work

## Company Name: *Example Only - Do Not Duplicate* TAILBOARD AND RISK ASSESSMENT

Job Description: \_\_\_\_\_ GPS Coordinates: \_\_\_\_\_

Job Location: \_\_\_\_\_

Facility Point # \_\_\_\_\_

Order Number: \_\_\_\_\_

EMERGENCY PHONE NUMBER: \_\_\_\_\_

**"NOT GROUNDED  
NOT DEAD"**

Use back of form for additional comments, if needed

### JOB PLANNING

<table border="0"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NA</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Job plan review</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Other work groups (contractors)</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>APM / RMD (Resource Manual) review</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Grounding manual review</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>PPE (FR clothing, hearing, footwear, eyewear, hard hats, safety vests and other PPE)</td> </tr> </table>	YES	NA		<input type="checkbox"/>	<input type="checkbox"/>	Job plan review	<input type="checkbox"/>	<input type="checkbox"/>	Other work groups (contractors)	<input type="checkbox"/>	<input type="checkbox"/>	APM / RMD (Resource Manual) review	<input type="checkbox"/>	<input type="checkbox"/>	Grounding manual review	<input type="checkbox"/>	<input type="checkbox"/>	PPE (FR clothing, hearing, footwear, eyewear, hard hats, safety vests and other PPE)	<table border="0"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NA</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Fall protection</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Confined space, trenching/shoring</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Non-standard construction</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Proper rigging &amp; pulling equip</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Inspection of tools &amp; equipment</td> </tr> </table>	YES	NA		<input type="checkbox"/>	<input type="checkbox"/>	Fall protection	<input type="checkbox"/>	<input type="checkbox"/>	Confined space, trenching/shoring	<input type="checkbox"/>	<input type="checkbox"/>	Non-standard construction	<input type="checkbox"/>	<input type="checkbox"/>	Proper rigging & pulling equip	<input type="checkbox"/>	<input type="checkbox"/>	Inspection of tools & equipment	<table border="0"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NA</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Communication check (radio, other)</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Health Hazards / MSDS</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Environmental clean-up</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Job assignments</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Weather, (lightning) terrain &amp; other considerations (slips, trips &amp; falls)</td> </tr> </table>	YES	NA		<input type="checkbox"/>	<input type="checkbox"/>	Communication check (radio, other)	<input type="checkbox"/>	<input type="checkbox"/>	Health Hazards / MSDS	<input type="checkbox"/>	<input type="checkbox"/>	Environmental clean-up	<input type="checkbox"/>	<input type="checkbox"/>	Job assignments	<input type="checkbox"/>	<input type="checkbox"/>	Weather, (lightning) terrain & other considerations (slips, trips & falls)
YES	NA																																																							
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<input type="checkbox"/>	<input type="checkbox"/>	Weather, (lightning) terrain & other considerations (slips, trips & falls)																																																						

N/A Not applicable

### SWITCHING REVIEW

Substation _____	Circuit # _____	Voltage(s) _____																										
<table border="0"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NA</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Hold</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Assurance</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Clearance</td> </tr> </table>	YES	NA		<input type="checkbox"/>	<input type="checkbox"/>	Hold	<input type="checkbox"/>	<input type="checkbox"/>	Assurance	<input type="checkbox"/>	<input type="checkbox"/>	Clearance	<table border="0"> <tr> <td style="width: 50px;">Recloser # _____</td> <td style="width: 50px;">De-energized test? <input type="checkbox"/></td> <td style="width: 50px;">Voltage detector <input type="checkbox"/></td> <td style="width: 50px;">Buzzing <input type="checkbox"/></td> </tr> <tr> <td colspan="4">Open point(s)? _____</td> </tr> <tr> <td colspan="4">Clearance point(s)? _____</td> </tr> </table>	Recloser # _____	De-energized test? <input type="checkbox"/>	Voltage detector <input type="checkbox"/>	Buzzing <input type="checkbox"/>	Open point(s)? _____				Clearance point(s)? _____				<table border="0"> <tr> <td style="width: 50px;">Compass / switch order # _____</td> </tr> <tr> <td>Grounding method used? _____</td> </tr> </table>	Compass / switch order # _____	Grounding method used? _____
YES	NA																											
<input type="checkbox"/>	<input type="checkbox"/>	Hold																										
<input type="checkbox"/>	<input type="checkbox"/>	Assurance																										
<input type="checkbox"/>	<input type="checkbox"/>	Clearance																										
Recloser # _____	De-energized test? <input type="checkbox"/>	Voltage detector <input type="checkbox"/>	Buzzing <input type="checkbox"/>																									
Open point(s)? _____																												
Clearance point(s)? _____																												
Compass / switch order # _____																												
Grounding method used? _____																												

### POTENTIAL HAZARDS & PLANNED CONTROL MEASURES

Points checked "YES" below must include a brief outline of planned control measures

YES	NA	
<input type="checkbox"/>	<input type="checkbox"/>	How is electrical apparatus or equipment being isolated, disabled or modified? _____
<input type="checkbox"/>	<input type="checkbox"/>	What is the minimum approach distance? _____ Type of cover-up / barrier required? _____
<input type="checkbox"/>	<input type="checkbox"/>	What is the potential back feed or induction? _____
<input type="checkbox"/>	<input type="checkbox"/>	What are the hazardous deteriorated facilities? _____
<input type="checkbox"/>	<input type="checkbox"/>	Traffic control measures put in place? _____
<input type="checkbox"/>	<input type="checkbox"/>	Vehicle grounding / barricading plan? _____
<input type="checkbox"/>	<input type="checkbox"/>	Other potential hazards or safety considerations? _____

### RE-TAILBOARD

Note reasons for re-tailboarding, include initials of individual responsible for job planning and anyone new to the crew.

Re-Tailboard: _____	Initials: _____
Re-Tailboard: _____	Initials: _____

### SIGN OFF

CREW INITIALS: _____	TIME: _____	GF: _____
TAILBOARD CONDUCTED BY: _____	DATE: _____	DATE: _____
SIGNATURE	SIGNATURE	SIGNATURE

Underground Work

**Company Name: *Example Only - Do Not Duplicate***  
**TAILBOARD AND RISK ASSESSMENT**

Job Description: \_\_\_\_\_ GPS Coordinates: \_\_\_\_\_

Job Location: \_\_\_\_\_

Order Number: \_\_\_\_\_

Facility Point #: \_\_\_\_\_

***"NOT GROUNDED  
NOT DEAD"***

EMERGENCY PHONE NUMBER: \_\_\_\_\_

Use back of form for additional comments, if needed

**JOB PLANNING**

YES	NA		YES	NA		YES	NA	
<input type="checkbox"/>	<input type="checkbox"/>	Job plan review	<input type="checkbox"/>	<input type="checkbox"/>	Confined space & shoring	<input type="checkbox"/>	<input type="checkbox"/>	Environmental clean-up
<input type="checkbox"/>	<input type="checkbox"/>	Other work groups (contractors)	<input type="checkbox"/>	<input type="checkbox"/>	Escape Plan	<input type="checkbox"/>	<input type="checkbox"/>	Proper rigging & pulling equip
<input type="checkbox"/>	<input type="checkbox"/>	Safety Manual	<input type="checkbox"/>	<input type="checkbox"/>	Rescue Plan	<input type="checkbox"/>	<input type="checkbox"/>	Non-standard construction
<input type="checkbox"/>	<input type="checkbox"/>	Grounding Manual review	<input type="checkbox"/>	<input type="checkbox"/>	Air test acceptable	<input type="checkbox"/>	<input type="checkbox"/>	Communication check (radio, other)
<input type="checkbox"/>	<input type="checkbox"/>	Fall protection	<input type="checkbox"/>	<input type="checkbox"/>	Permit /Non-permit	<input type="checkbox"/>	<input type="checkbox"/>	Health Hazards / MSDS
<input type="checkbox"/>	<input type="checkbox"/>	Inspection of tools & equipment	<input type="checkbox"/>	<input type="checkbox"/>	Vehicle grounding / barriers	<input type="checkbox"/>	<input type="checkbox"/>	Job assignments
<input type="checkbox"/>	<input type="checkbox"/>	PPE (FR clothing, hearing, footwear, eyewear, hard hats, safety vests and other PPE)	<input type="checkbox"/>	<input type="checkbox"/>	Gates & fences secure	<input type="checkbox"/>	<input type="checkbox"/>	Weather, (lightning) terrain & other considerations (slips, trips & falls)

N/A -- Not applicable

**SWITCHING REVIEW**

Substation(s) \_\_\_\_\_ Circuit Number(s) \_\_\_\_\_ Voltage(s) \_\_\_\_\_

Substation(s) \_\_\_\_\_ Circuit Number(s) \_\_\_\_\_ Compass / Switch order # \_\_\_\_\_

YES	NA	Recloser Number			
<input type="checkbox"/>	<input type="checkbox"/>	Hold	<input type="checkbox"/>	<input type="checkbox"/>	Grounding method used? _____
<input type="checkbox"/>	<input type="checkbox"/>	Assurance	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Clearance	<input type="checkbox"/>	<input type="checkbox"/>	

De-energized test? ☐ Voltage detector ☐ Buzzing

Open point(s) \_\_\_\_\_

Clearance point(s) \_\_\_\_\_

**POTENTIAL HAZARDS & PLANNED CONTROL MEASURES**

Points checked "YES" below must include a brief outline of planned control measures

YES	NA	
<input type="checkbox"/>	<input type="checkbox"/>	What is the minimum approach distance? _____ Type of cover-up / barrier required? _____
<input type="checkbox"/>	<input type="checkbox"/>	How is electrical apparatus or equipment being isolated, disabled or modified? _____
<input type="checkbox"/>	<input type="checkbox"/>	What is the potential back feed or induction? _____
<input type="checkbox"/>	<input type="checkbox"/>	What are the hazardous deteriorated facilities? _____
<input type="checkbox"/>	<input type="checkbox"/>	Other potential hazards or safety conditions? _____

**RE-TAILBOARD**

Note reasons for re-tailboarding, include initials of individual responsible for job planning and anyone new to the crew.

Re-Tailboard: \_\_\_\_\_

Initials: \_\_\_\_\_ - \_\_\_\_\_

Re-Tailboard: \_\_\_\_\_

Initials: \_\_\_\_\_ - \_\_\_\_\_

**SIGN OFF**

CREW INITIALS: \_\_\_\_\_

TAILBOARD CONDUCTED BY: \_\_\_\_\_ TIME: \_\_\_\_\_ GF: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE

DATE: \_\_\_\_\_ MGR: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE

SIGNATURE

System Operations

**Company Name: - Example Only - Do Not Duplicate -****TAILBOARD AND RISK ASSESSMENT**

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

Equipment Description: \_\_\_\_\_

Job Location: \_\_\_\_\_

GPS Coordinates: \_\_\_\_\_

EMERGENCY PHONE NUMBER: \_\_\_\_\_

**"EVERYONE'S INTENTION  
SHOULD BE PREVENTION"**

Use back of form for additional comments, if needed

**JOB PLANNING**

YES	NA		YES	NA		YES	NA	
<input type="checkbox"/>	<input type="checkbox"/>	Job plan review	<input type="checkbox"/>	<input type="checkbox"/>	Confined space & shoring	<input type="checkbox"/>	<input type="checkbox"/>	Environmental clean-up
<input type="checkbox"/>	<input type="checkbox"/>	Other work groups (contractors)	<input type="checkbox"/>	<input type="checkbox"/>	Proper rigging & pulling equip	<input type="checkbox"/>	<input type="checkbox"/>	Gates & fences secure
<input type="checkbox"/>	<input type="checkbox"/>	Safety Manual	<input type="checkbox"/>	<input type="checkbox"/>	Inspection of tools & equipment	<input type="checkbox"/>	<input type="checkbox"/>	Non-standard construction
<input type="checkbox"/>	<input type="checkbox"/>	Grounding Manual review	<input type="checkbox"/>	<input type="checkbox"/>	Mobile substation barriers	<input type="checkbox"/>	<input type="checkbox"/>	Communication check (radio, other)
<input type="checkbox"/>	<input type="checkbox"/>	Fall protection	<input type="checkbox"/>	<input type="checkbox"/>	Chemicals (acid, SF6, PCB's)	<input type="checkbox"/>	<input type="checkbox"/>	Health hazards / MSDS
<input type="checkbox"/>	<input type="checkbox"/>	PPE review (FR clothing, hearing footwear, eyewear, hard hats and other PPE)	<input type="checkbox"/>	<input type="checkbox"/>	Vermin droppings & other contamination	<input type="checkbox"/>	<input type="checkbox"/>	Job assignments
								Weather, (lighting) terrain & other considerations (slips, trips & falls)

N/A -- Not applicable

**SWITCHING REVIEW**

YES	NA		Compass / Switch order number?			
<input type="checkbox"/>	<input type="checkbox"/>	Hold	De-energized test?	<input type="checkbox"/>	Voltage detector	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Assurance	Clearance point(s)?			
<input type="checkbox"/>	<input type="checkbox"/>	Clearance				
Comments or unusual switching: _____						

**POTENTIAL HAZARDS & PLANNED CONTROL MEASURES**

Note: Points checked "YES" below include a brief outline of the planned control measures

YES	NA	
<input type="checkbox"/>	<input type="checkbox"/>	What is the minimum approach distance? _____ Type of cover-up / barrier required? _____
<input type="checkbox"/>	<input type="checkbox"/>	How is electrical apparatus or equipment being isolated, disabled or modified? _____
<input type="checkbox"/>	<input type="checkbox"/>	What are the potential induced currents, voltages and back feed? _____
<input type="checkbox"/>	<input type="checkbox"/>	Vehicle grounding / barricading plan? _____
<input type="checkbox"/>	<input type="checkbox"/>	Stored energy device, spring, air, capacitor, mechanical, other? _____
<input type="checkbox"/>	<input type="checkbox"/>	Other potential hazards or safety considerations? _____

**RE-TAILBOARD**

Note reasons for re-tailboarding, include initials of individual responsible for job planning and anyone new to the crew.

Re-Tailboard:	_____	Initials:	_____	-	_____	-
Re-Tailboard:	_____	Initials:	_____	-	_____	-

**SIGN OFF**

CREW INITIALS:	_____	---	_____	---	_____	---
TAILBOARD CONDUCTED BY:	_____	TIME:	_____	GF:	_____	DATE:
	_____	DATE:	_____	MGR:	_____	DATE:

SIGNATURE

SIGNATURE

## Contractor Safety Report

Report is due by **1:00 p.m. each Wednesday**. Please complete form and fax to 503-813-7190 or email to [ContractorSafetyInfo@pacificorp.com](mailto:ContractorSafetyInfo@pacificorp.com). Any questions, contact Tim Berg at 503-813-7114.

**Contractor Name:**

**Report Date:**

**Company Contact Name and Number:**

☐ **There are no new incidents to report.**

### Incident 1

☐

Vehicle Incident – Preventable

☐

OSHA Recordable Incident

☐

Near Miss

☐

Vehicle Incident – Non-Preventable

☐

Lost Time Incident

☐

Circuit Interruption

**Employee name:**

**Date of incident:**

**Location of incident:**

**Name, title, phone number  
of person submitting information:**

**Description:**

**Actions taken to ensure  
incident does not reoccur:**

### Incident 2

☐

Vehicle Incident – Preventable

☐

OSHA Recordable Incident

☐

Near Miss

☐

Vehicle Incident – Non-Preventable

☐

Lost Time Incident

☐

Circuit Interruption

**Employee name:**

**Date of incident:**

**Location of incident:**

**Name, title, phone number  
of person submitting information:**

**Description:**

**Actions taken to ensure  
incident does not reoccur:**

## Health, Safety or Environmental Incident Notice

(To be issued to Contractor's Representative by the Project Manager)

This serves as formal written notice to Contractor of an observed Health, Safety or Environmental infraction. Repeat and/or additional infractions may result in termination of work in accordance with contractual agreements. Any cost incurred as a result of this notice shall be to Contractor's account.

**CONTRACTOR:** \_\_\_\_\_

**SITUATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

First verbal notice given to \_\_\_\_\_  
(Name and company of person receiving verbal notice of infraction)

by \_\_\_\_\_ on \_\_\_\_\_  
(Name of person giving verbal notice) (Date verbal notice FIRST given)

Work suspension ordered? Yes \_\_\_\_ No \_\_\_\_

Work suspension released. Date \_\_\_\_\_ Time \_\_\_\_\_

**PLANNED CORRECTIVE ACTION (This section is to be completed by Contractor):**

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

Expected completion date: \_\_\_\_\_ Date completed: \_\_\_\_\_

**PERSON GIVING WRITTEN NOTICE**

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

Signature: \_\_\_\_\_

**PERSON RECEIVING WRITTEN NOTICE**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Power Delivery Health, Safety & Environment Department  
Procurement

# Exhibit G

## Expense Guidelines

### For PacifiCorp Contractor Expense Reports

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

- **AIRFARE/LODGING:** All travel, that you request reimbursement from PacifiCorp, must be approved prior to booking.
  - PacifiCorp will reimburse for coach class travel only. Charges in excess of coach ticket are the responsibility of the contract firm. Booking flights less than seven (7) days prior to departure is strongly discouraged and must be approved by the hiring manager.
  - PacifiCorp will only reimburse for standard hotel rooms and prefers that contractors use hotels where negotiated discounts are available.
  - Contract firms may make their own arrangements for air travel, rental car and hotel stays, but expenses must meet these guidelines. The contractor is welcome to utilize PacifiCorp discounts or their own corporate discounts. Check with PacifiCorp for hotels with discounted rates.
- **RENTAL CAR/GROUND TRANSPORTATION:** If a rental car is required, it will require the approval of the hiring manager. One car per contract firm is allowed. PacifiCorp may require proof of insurance. Discounted rates are available with Enterprise.
  - PacifiCorp will reimburse shuttle, cab or mileage for one trip to and one trip from the airport up to a maximum of \$60 per trip. (\$120 for each business trip). If you park at the airport, PacifiCorp will reimburse you for economy parking only. Receipts for all ground transportation, parking and mileage are required.
  - Use of personal or company vehicles will be reimbursed at the currently effective IRS allowed rate per mile. Required automobile insurance is required.
- **MEALS:** Standard meal reimbursement should not exceed \$65 per day. PacifiCorp will reimburse for breakfast, lunch and dinner for each day of contract work for non-local contractors. However, this is not a per diem amount that is automatically paid for each day of work. All reimbursable items to be listed on expense log.
  - PacifiCorp will not reimburse for any meals that the contractor (or contracting agency) purchases for PacifiCorp employees, such as team lunches/dinner. If meal receipt is for more than once person, please specify other contractor(s) name from your firm.
  - PacifiCorp will only reimburse for meal gratuities @ 15%. All other gratuities are not reimbursable (e.g. taxis, porters, bellhops, or hotel staff).
- **FOREIGN EXCHANGE RATE:** For contractors that are outside the United States, please calculate your exchange rate using a monthly average. All reimbursable receipts within that month shall be calculated on that average.
- **NON-REIMBURSABLE EXPENSES:** The following is a list, though not all inclusive, of expenses that will not be reimbursed;
  - Hand-written receipts
  - Business gifts
  - Expenses for non-business purposes
  - Alcoholic beverages
  - Fines
  - Local travel time (within 50 miles of consultants office)
  - Personal entertainment (in-room movies, health club)
  - Expenses incurred by contractor family members
  - Expenses not supported with a valid receipt
  - Laundry service
  - Barber and beautician fees
  - Personal hygiene products ( shampoo, razors blades, toothbrushes)
- **REPORT DOCUMENTATION:** Accurate expense reports to include cover log/worksheet with type of expense, date and amount. Reports submitted in a timely manner substantially reduce the invoice processing time.

**Receipts are required for all reimbursable expenses.\***

*PacifiCorp may agree to one-time exceptions. Prior approval required.*

**Exhibit H to Contract**

**Diversity Subcontractor Spend Report**

**Reporting Period:** [MONTH], 20\_\_

**Date Submitted:** [MONTH AND DAY], 20\_\_

**Contract Number:**

**Company Name:**

**Report Prepared by:**

**Phone Number:**

**Email Address:**

	Goods & Materials	Services
PacifiCorp Service Area	Monthly Diversity Spend*	Monthly Diversity Spend*
California		
Oregon		
Washington		
Utah		
Idaho		
Wyoming		

**\*Diversity Spend is that portion of the previous month's total spend provided by a diversity subcontractor. Note: Leases, Real Estate, and Utilities should not be included in spend figures.**

## Diversity Subcontractor Spend Report / Detail

[illegible]

Diversity Classification	SAP Diversity Code
Female, Asian/Pacific Islander	FA
Female, Black	FB
Female, Hispanic	FH
Female, Am.Indian/Alaskan	FI
Female, White	FW
Female, White, Disabled Vet	FWD
Female, White, LGBT	FWL
Male, Asian/Pac Islander	MA
Male, Black	MB
Male, Hispanic	MH
Male, Am.Indian/Alaskan	MI
Male, White, Disabled Veteran	MWD
Male, White, LGBT	MWL



## **EXHIBIT I**

### **PROHIBITED VENDORS AND VENDOR REGIONS**

In addition to the entities identified in lists maintained by applicable United States regulatory authorities, the following entities are Prohibited Vendors and Vendor Regions:

Hytera Communications Corporation  
Hangzhou Hikvision Digital Technology Company  
Dahua Technology Company  
Da Jiang Innovations (DJI)  
AO Kaspersky Lab  
ZTE Corporation  
Huawei Technologies Co. Inc.  
Xinjiang Production and Construction Corps  
Dago New Energy Corporation  
GCL-Poly Energy Holdings Ltd  
Xinte Energy Company  
East Hope Group  
Sieyuan Electric Co., Ltd  
Risen Energy America, Inc.  
Trina Solar  
Eaton Corporation (Solar Panel division)  
Chint Power Systems America Co. (Solar Panel division)  
Chint Solar (Hong Kong) Company Limited  
HT Solar Enerji Anonim Sirketi  
Solar City (subsidiary of Tesla)  
Hoshine  
Xinjiang Uyghur Autonomous Region, China

**CERTIFICATE OF SERVICE**

Docket No. 05-035-54

I hereby certify that on June 21, 2022, a true and correct copy of the foregoing was served by electronic mail to the following:

**Utah Office of Consumer Services**

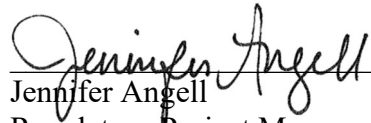
Michele Beck

[mbeck@utah.gov](mailto:mbeck@utah.gov)

**Division of Public Utilities**

Chris Parker

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Jennifer Angell  
Regulatory Project Manager