

April 9, 2015

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: *PacifiCorp*
Docket No. ER15-_____-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d (2006), Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. Part 35 (2014), and Order No. 714¹ regarding electronic filing of tariff submittals, PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Project Construction Agreement ("Construction Agreement"), between Bonneville Power Administration ("BPA") and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 711.

1. Background and Reason for Filing

On April 3, 2015, BPA and PacifiCorp entered into the Construction Agreement. The Construction Agreement sets forth the division of responsibilities among the parties and the associated terms and conditions relating to the projects to be done at the Summer Lake Substation. Accordingly, PacifiCorp respectfully asks that the Commission accept the Construction Agreement, attached hereto, for filing.

2. Effective Date and Request for Waiver

In accordance with 18 C.F.R. § 35.3(a)(1), PacifiCorp respectfully requests that the Commission establish an effective date of June 9, 2015 for the Agreement.

To the extent that any filing requirement in Part 35 of the Commission's regulations is not satisfied by this filing and the materials enclosed herewith, PacifiCorp respectfully requests waiver of such requirements.

¹ *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008).

3. Designation

PacifiCorp requests that the Construction Agreement be designated as PacifiCorp Rate Schedule No. 711.

4. Enclosure

The following enclosure is attached hereto:

Enclosure Construction Agreement between BPA and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 711

5. Communications

All communications and correspondence regarding this filing should be forwarded to the following persons:

Patrick C. Cannon
Senior Counsel
PacifiCorp
825 N.E. Multnomah, Suite 1800
Portland, OR 97232
(503) 813-5613
(503) 813-7252 (facsimile)
Patrick.Cannon@PacifiCorp.com

Rick Vail
Vice President, Transmission
PacifiCorp
825 N.E. Multnomah, Suite 1600
Portland, OR 97232
(503) 813-6938
(503) 813-6893 (facsimile)
Richard.Vail@PacifiCorp.com

6. Service List

Pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure, a copy of this filing is being served on the following:

David Fitzsimmons
U.S Department of Energy
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409
dafitzsimmons@bpa.gov
kystuwe@bpa.gov
garussell@bpa.gov
cllockman@bpa.gov
chcombs@bpa.gov

Public Utility Commission of Oregon
550 Capitol St NE #215
PO Box 2148
Salem OR 97308-2148
PUC.FilingCenter@state.or.us

If you have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

/s/ Patrick C. Cannon
Patrick C. Cannon

Attorney for PacifiCorp

CERTIFICATE OF SERVICE

I hereby certify that I have on this day caused a copy of the foregoing document to be served via first-class mail or electronic mail upon each of the parties listed in the enclosed Service List.

Dated at Portland, Oregon this 9th day of April, 2015.

/s/ Patrick C. Cannon

Patrick C. Cannon
PacifiCorp
825 N.E. Multnomah, Suite 1800
Portland, OR 97232
(503) 813-5613
(503) 813-7252 (facsimile)
patrick.cannon@pacificorp.com

PROJECT CONSTRUCTION AGREEMENT
PROJECT TITLE: SUMMER LAKE CIRCUIT BREAKER & SCADA/SER
COORDINATION AGREEMENT

This Summer Lake Substation Circuit Breaker & SCADA/SER Coordination Agreement (the "Agreement") made and entered into this 3 day of April, 2015, between the U.S. Department of Energy, Bonneville Power Administration, hereinafter called "BPA," and PacifiCorp, is for work to be performed by either PacifiCorp or BPA to facilitate work requested by PacifiCorp or BPA (hereinafter referred to as the "Project(s)"). Hereinafter, BPA and PacifiCorp may be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS:

- A. WHEREAS, PacifiCorp is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Oregon;
- B. WHEREAS, BPA is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Oregon;
- C. WHEREAS, PacifiCorp has initiated a project to replace Circuit Breaker 4957 and requires the assistance of BPA to complete the Project.
- D. WHEREAS, BPA has initiated a project to replace the SCADA/SER system and requires the assistance of PacifiCorp to complete the Project.
- E. WHEREAS, each Party has agreed to perform the work required to coordinate with the other Party's Project at the jointly-owned Summer Lake Substation according to the terms set forth herein.

NOW THEREFORE, the Parties enter into this Agreement with the understanding that each Party mutually benefits from this Agreement. The parties further agree to the following:

1. DEFINITIONS

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

2. TERM & TERMINATION

The term of this Agreement shall commence on the later of the date of this Agreement or another

date designated by the Federal Energy Regulatory Commission (“Commission” or “FERC”), if filed at the Commission and accepted for filing (“Effective Date”). This Agreement shall terminate ninety (90) days following receipt of final payment of actual costs, pursuant to Section 4 of this Agreement. Work under this Agreement is estimated to be completed September 2016. In no event shall the term of this Agreement exceed five years from the date, both parties have signed this Agreement.

3. SCOPE AND PERFORMANCE OF WORK:

3.1 PacifiCorp Work. PacifiCorp will, at BPA’s expense, coordinate with BPA for the replacement of the SCADA/SER system, perform wiring modifications to PacifiCorp’s racks associated with the replacement, and review/revise drawings.

3.2 BPA Work. BPA will, at PacifiCorp’s expense, coordinate with PacifiCorp for the replacement of PacifiCorp’s power circuit breaker 4957, perform wiring modifications to BPA’s racks associated with the replacement, and review/revise drawings.

4. OWNERSHIP/RESPONSIBILITY FOR COSTS:

4.1 Ownership

Ownership of the Project facilities shall be as specified in existing agreements associated with AC Intertie facilities.

4.2 Estimated Costs

PacifiCorp’s estimated cost for the PacifiCorp’s Scope of Work for the Project is \$24,000 (the “Estimated Costs”).

BPA’s estimated cost for the BPA’s Scope of Work for the Project is \$26,000 (the “Estimated Costs”).

4.3 Payment of Actual Costs

Each Party shall reimburse the other Party for the actual costs to complete the work. Following completion of each Party’s portion of the Project, each Party shall calculate its actual costs for the Project. Each Party’s actual costs shall include all direct costs plus applicable overheads. Each Party will forward a copy of the calculation to the other Party along with an invoice for the actual costs within one hundred twenty (120) calendar days after completion of construction. Each Party will have thirty (30) calendar days after receiving any invoice to make a payment.

Each Party shall keep accurate and complete accounting records in support of all cost billings and claims in accordance with generally accepted accounting principles

5. PROJECT SCHEDULE:

Upon execution of this Agreement, each Party will coordinate with the other Party the schedule for completion of each Party's respective scope of work identified in section 3. This estimated schedule is subject to change due to the operational requirements of either party.

6. STANDARD OF WORK:

All work performed pursuant to this Agreement by either Party or their agents shall be performed in a good and workmanlike manner in accordance with Good Utility Practice and with any and all prudent and applicable safety and reliability standards.

7. CHANGES:

The Parties may at any time, in writing, mutually agree to changes and/or additions within the general scope of this Agreement or any amendment hereto, direct the omission of or variation in Project(s), or alter the schedule. If such direction results in a material change in the amount or character of the Project(s), an equitable adjustment in estimated costs and other such provisions of this Agreement as may be affected shall be made and this Agreement shall be modified in writing accordingly.

No change shall be binding upon the Parties until a change order is executed by each Party which is in writing and expressly states that it constitutes a change order to this agreement. The issuance of information, advice, approvals, or instructions verbally or by an exchange of e-mail or in any other manner short of a writing executed by both parties shall not constitute an authorized change order pursuant to this provision.

All revisions to this Agreement, if originally filed at FERC, will be filed by PacifiCorp as a restated agreement.

8. INSPECTION:

Each Party may, at its discretion, inspect the construction work in progress upon reasonable notice and with supervision by the other Party.

Each Party will provide the other Party with a reasonable schedule of construction to allow inspection coordination. Each Party will provide testing results to the other Party as required to facilitate the testing and at the request of the other Party.

9. TESTING:

Before the upgraded facilities for the Project(s) are energized, such facilities shall be tested by each Party to ensure their safe and reliable operation in accordance with Good Utility Practice, all applicable FERC, North American Electric Reliability Corporation and Western Electricity Coordinating Council criteria and requirements, and all applicable federal, state, and local law, regulations, and requirements. If testing indicates that modifications are required, each Party shall bear the cost of all such modifications in accordance with the cost allocation in Section 4 above, except to the extent that any such modifications are required as a result of the other Parties or its agents' or its subcontractors' negligence, willful misconduct, or failure to comply with Good Utility Practice.

10. ACCESS:

Each Party shall grant the other Party and its designee's reasonable escorted access to the appropriate Project facilities, provided that each Party provides reasonable notice and complies with safety and security rules.

11. CHOICE OF LAW AND FORUM:

This Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

12. NO PARTNERSHIP:

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

13. NON-ASSIGNABILITY:

Neither this Agreement, nor any part thereof, may be assigned, without the express written consent of the other Party which consent will not be unreasonably withheld. Any attempt to assign this Agreement that lacks express written consent will be deemed voidable.

14. PROVISIONAL REMEDIES:

Either party may seek provisional legal remedies to the extent provided by law, if in such party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

15. ENTIRE CONTRACT:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein.

16. NOTICES:

Any correspondence regarding this work shall be directed to the appropriate party (or parties) as shown below:

BPA: U.S. Department of Energy
Bonneville Power Administration
ATTN: Dave Fitzsimmons – TSE/TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409
Phone: (360) 619-6005
Fax: (360) 619-6940

PacifiCorp: Director, Transmission Services
PacifiCorp
825 NE Multnomah Street, Suite 1600
Portland, OR 97232
Phone: (503) 813-6712
Fax: (503) 813-6893

17. BILLING AND PAYMENT:

Billings shall be sent to the addresses listed below:

BPA: U.S. Department of Energy
Bonneville Power Administration
ATTN: Tonya Van Cleave – TPCC/TPP-4
P.O. Box 61409
Vancouver, WA 98666-1409
Phone: (360) 619-6050
Copy by email to tmvanleave@bpa.gov

PacifiCorp: PacifiCorp
ATTN: Account Manager, Transmission Services
825 NE Multnomah Street, Suite 1600
Portland, OR 97232
Phone: (503) 813-7040
Fax: (503) 813-6893

18. LIMITATION OF LIABILITY:

Each Party waives as against the other Party (including its directors, officers, and employees) all claims, and otherwise covenants not to sue or otherwise pursue any claim or remedy, arising out of or in connection with this Agreement or its performance (whether based on contract, tort, or any other legal theory), except for claims for actual, direct damages only, which shall under no circumstances include any lost profits, lost data, or any indirect, incidental, consequential, special, exemplary, or punitive damages.

19. FORCE MAJEURE:

A Party shall not be subject to any liability or damages for inability to meet its obligations under this Agreement to the extent that such failure shall be due to causes beyond the control of the Party, including, but not limited to the following: (a) the operation and effect of any new or modified rules, regulations and orders promulgated by the Commission, any applicable state public utility commission, any municipality, or any governmental agency of the United States, or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) any Force Majeure event.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Provided, the Party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of either Party herein shall be extended for the period during which Force Majeure was in effect.

20. SUCCESSORS:

This Agreement will be binding upon the Parties and will inure to the benefit of their respective successors.

21. SEVERABILITY:

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

22. MULTIPLE COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

23. CONTRACTORS AND SUBCONTRACTORS:

Nothing in this Agreement shall prevent either Party from utilizing the services of any third party contractor or subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require a third party contractor and subcontractor to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such third party contractor and subcontractor.

24. NO THIRD-PARTY BENEFICIARIES:

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

25. SURVIVAL:

The provisions of Sections 4, as well as all payment obligations and liabilities incurred before the termination or expiration of this Agreement, will survive its termination or expiration.

26. MODIFICATIONS OR AMENDMENTS:

No modification or amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by authorized representative of the Parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the day and year first herein above written

PACIFICORP

BONNEVILLE POWER ADMINISTRATION

/s/ Laura Dombrowsky
Signature

/s/ David Fitzsimmons
Signature

Laura Dombrowsky
Printed Name of Signor

David Fitzsimmons
Printed Name of Signor

Account Manager
Title of Signor

Transmission Sales Manager
Title of Signor

4/3/15
Date

3/31/2015
Date

APR 01 2015

TRANSMISSION SERVICES

PROJECT CONSTRUCTION AGREEMENT
PROJECT TITLE: SUMMER LAKE CIRCUIT BREAKER & SCADA/SER
COORDINATION AGREEMENT

This Summer Lake Substation Circuit Breaker & SCADA/SER Coordination Agreement (the "Agreement") made and entered into this 3 day of April, 2015, between the U.S. Department of Energy, Bonneville Power Administration, hereinafter called "BPA," and PacifiCorp, is for work to be performed by either PacifiCorp or BPA to facilitate work requested by PacifiCorp or BPA (hereinafter referred to as the "Project(s)"). Hereinafter, BPA and PacifiCorp may be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS:

- A. WHEREAS, PacifiCorp is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Oregon;
- B. WHEREAS, BPA is a transmission provider which owns and operates certain facilities for the transmission of electric power and energy located in Oregon;
- C. WHEREAS, PacifiCorp has initiated a project to replace Circuit Breaker 4957 and requires the assistance of BPA to complete the Project.
- D. WHEREAS, BPA has initiated a project to replace the SCADA/SER system and requires the assistance of PacifiCorp to complete the Project.
- E. WHEREAS, each Party has agreed to perform the work required to coordinate with the other Party's Project at the jointly-owned Summer Lake Substation according to the terms set forth herein.

NOW THEREFORE, the Parties enter into this Agreement with the understanding that each Party mutually benefits from this Agreement. The parties further agree to the following:

1. DEFINITIONS

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

2. TERM & TERMINATION

The term of this Agreement shall commence on the later of the date of this Agreement or another

date designated by the Federal Energy Regulatory Commission ("Commission" or "FERC"), if filed at the Commission and accepted for filing ("Effective Date"). This Agreement shall terminate ninety (90) days following receipt of final payment of actual costs, pursuant to Section 4 of this Agreement. Work under this Agreement is estimated to be completed September 2016. In no event shall the term of this Agreement exceed five years from the effective date, *both parties have signed this Agreement.*

3. SCOPE AND PERFORMANCE OF WORK:

3.1 PacifiCorp Work. PacifiCorp will, at BPA's expense, coordinate with BPA for the replacement of the SCADA/SER system, perform wiring modifications to PacifiCorp's racks associated with the replacement, and review/revise drawings.

3.2 BPA Work. BPA will, at PacifiCorp's expense, coordinate with PacifiCorp for the replacement of PacifiCorp's power circuit breaker 4957, perform wiring modifications to BPA's racks associated with the replacement, and review/revise drawings.

4. OWNERSHIP/RESPONSIBILITY FOR COSTS:

4.1 Ownership

Ownership of the Project facilities shall be as specified in existing agreements associated with AC Intertie facilities.

4.2 Estimated Costs

PacifiCorp's estimated cost for the PacifiCorp's Scope of Work for the Project is \$24,000 (the "Estimated Costs").

BPA's estimated cost for the BPA's Scope of Work for the Project is \$26,000 (the "Estimated Costs").

4.3 Payment of Actual Costs

Each Party shall reimburse the other Party for the actual costs to complete the work. Following completion of each Party's portion of the Project, each Party shall calculate its actual costs for the Project. Each Party's actual costs shall include all direct costs plus applicable overheads. Each Party will forward a copy of the calculation to the other Party along with an invoice for the actual costs within one hundred twenty (120) calendar days after completion of construction. Each Party will have thirty (30) calendar days after receiving any invoice to make a payment.

Each Party shall keep accurate and complete accounting records in support of all cost billings and claims in accordance with generally accepted accounting principles

5. PROJECT SCHEDULE:

Upon execution of this Agreement, each Party will coordinate with the other Party the schedule

for completion of each Party's respective scope of work identified in section 3. This estimated schedule is subject to change due to the operational requirements of either party.

6. STANDARD OF WORK:

All work performed pursuant to this Agreement by either Party or their agents shall be performed in a good and workmanlike manner in accordance with Good Utility Practice and with any and all prudent and applicable safety and reliability standards.

7. CHANGES:

The Parties may at any time, in writing, mutually agree to changes and/or additions within the general scope of this Agreement or any amendment hereto, direct the omission of or variation in Project(s), or alter the schedule. If such direction results in a material change in the amount or character of the Project(s), an equitable adjustment in estimated costs and other such provisions of this Agreement as may be affected shall be made and this Agreement shall be modified in writing accordingly.

No change shall be binding upon the Parties until a change order is executed by each Party which is in writing and expressly states that it constitutes a change order to this agreement. The issuance of information, advice, approvals, or instructions verbally or by an exchange of e-mail or in any other manner short of a writing executed by both parties shall not constitute an authorized change order pursuant to this provision.

All revisions to this Agreement, if originally filed at FERC, will be filed by PacifiCorp as a restated agreement.

8. INSPECTION:

Each Party may, at its discretion, inspect the construction work in progress upon reasonable notice and with supervision by the other Party.

Each Party will provide the other Party with a reasonable schedule of construction to allow inspection coordination. Each Party will provide testing results to the other Party as required to facilitate the testing and at the request of the other Party.

9. TESTING:

Before the upgraded facilities for the Project(s) are energized, such facilities shall be tested by each Party to ensure their safe and reliable operation in accordance with Good Utility Practice, all applicable FERC, North American Electric Reliability Corporation and Western Electricity Coordinating Council criteria and requirements, and all applicable federal, state, and local law, regulations, and requirements. If testing indicates that modifications are required, each Party shall bear the cost of all such modifications in accordance with the cost allocation in Section 4 above, except to the extent that any such modifications are required as a result of the other Parties or its agents' or its subcontractors' negligence, willful misconduct, or failure to comply with Good Utility Practice.

10. ACCESS:

Each Party shall grant the other Party and its designee's reasonable escorted access to the appropriate Project facilities, provided that each Party provides reasonable notice and complies with safety and security rules.

11. CHOICE OF LAW AND FORUM:

This Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

12. NO PARTNERSHIP:

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

13. NON-ASSIGNABILITY:

Neither this Agreement, nor any part thereof, may be assigned, without the express written consent of the other Party which consent will not be unreasonably withheld. Any attempt to assign this Agreement that lacks express written consent will be deemed voidable.

14. PROVISIONAL REMEDIES:

Either party may seek provisional legal remedies to the extent provided by law, if in such party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

15. ENTIRE CONTRACT:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein.

16. NOTICES:

Any correspondence regarding this work shall be directed to the appropriate party (or parties) as shown below:

BPA: U.S. Department of Energy
Bonneville Power Administration
ATTN: Dave Fitzsimmons – TSE/TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409
Phone: (360) 619-6005
Fax: (360) 619-6940

PacifiCorp: Director, Transmission Services
PacifiCorp
825 NE Multnomah Street, Suite 1600
Portland, OR 97232
Phone: (503) 813-6712
Fax: (503) 813-6893

17. BILLING AND PAYMENT:

Billings shall be sent to the addresses listed below:

BPA: U.S. Department of Energy
Bonneville Power Administration
ATTN: Tonya Van Cleave – TPCC/TPP-4
P.O. Box 61409
Vancouver, WA 98666-1409
Phone: (360) 619-6050
Copy by email to tmvanleave@bpa.gov

PacifiCorp: PacifiCorp
ATTN: Account Manager, Transmission Services
825 NE Multnomah Street, Suite 1600
Portland, OR 97232
Phone: (503) 813-7040
Fax: (503) 813-6893

18. LIMITATION OF LIABILITY:

Each Party waives as against the other Party (including its directors, officers, and employees) all claims, and otherwise covenants not to sue or otherwise pursue any claim or remedy, arising out of or in connection with this Agreement or its performance (whether based on contract, tort, or any other legal theory), except for claims for actual, direct damages only, which shall under no circumstances include any lost profits, lost data, or any indirect, incidental, consequential, special, exemplary, or punitive damages.

19. FORCE MAJEURE:

A Party shall not be subject to any liability or damages for inability to meet its obligations under this Agreement to the extent that such failure shall be due to causes beyond the control of the Party, including, but not limited to the following: (a) the operation and effect of any new or modified rules, regulations and orders promulgated by the Commission, any applicable state public utility commission, any municipality, or any governmental agency of the United States, or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) any Force Majeure event.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Provided, the Party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of either Party herein shall be extended for the period during which Force Majeure was in effect.

20. SUCCESSORS:

This Agreement will be binding upon the Parties and will inure to the benefit of their respective successors.

21. SEVERABILITY:

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

22. MULTIPLE COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

23. CONTRACTORS AND SUBCONTRACTORS:

Nothing in this Agreement shall prevent either Party from utilizing the services of any third party contractor or subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require a third party contractor and subcontractor to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such third party contractor and subcontractor.

24. NO THIRD-PARTY BENEFICIARIES:

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

25. SURVIVAL:

The provisions of Sections 4, as well as all payment obligations and liabilities incurred before the termination or expiration of this Agreement, will survive its termination or expiration.

26. MODIFICATIONS OR AMENDMENTS:

No modification or amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by authorized representative of the Parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the day and year first herein above written

PACIFICORP

BONNEVILLE POWER ADMINISTRATION

Laura Dombrowsky
Signature

David Fitzsimmons
Signature

Laura Dombrowsky
Printed Name of Signer

David Fitzsimmons
Printed Name of Signer

Account Manager
Title of Signer

Transmission Sales Manager
Title of Signer

4/3/15
Date

3/31/2015
Date