

February 17, 2020

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

RE: *PacifiCorp*
Docket No. ER20-_____-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d (2018), Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) regulations, 18 C.F.R. Part 35 (2019), and Order No. 714¹ regarding electronic filing of tariff submittals, PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Revised Project Construction Agreement (“Amended Construction Agreement”), between Bonneville Power Administration (“BPA”) and PacifiCorp, to be designated as First Revised PacifiCorp Rate Schedule No. 711.

1. Background and Reason for Filing

PacifiCorp files this Amended Construction Agreement to allow it and BPA to continue work at the Parties’ jointly-owned Summer Lake Substation. Parties originally entered into an agreement (“Original Construction Agreement”) on April 3, 2015, setting forth the division of responsibilities among the parties and the associated terms and conditions relating to the replacement of several systems at the Summer Lake Substation. On April 9, 2015, PacifiCorp filed the Original Construction Agreement as PacifiCorp Rate Schedule No. 711, in Docket No. ER15-1489. On May 6, 2015, the Commission accepted the Original Construction Agreement, effective June 9, 2015.² Section 2 (Term & Termination) of the Original Construction Agreement states that the Original Construction Agreement shall terminate no later than five years from the date of signature, meaning April 3, 2020. However, the work to be completed under the terms of the Construction Agreement has not been finished. The Amended Construction Agreement will allow for completion of this project. Work under this Amended Agreement is estimated to be completed December 31, 2021, with a new termination date of 90 days following receipt of payment of actual costs, or five years from the date that both parties have signed this Amended Agreement.

This filing reflects the mutually agreed upon edits to the Revised Construction Agreement to implement the new term. Accordingly, PacifiCorp respectfully asks that the Commission accept the Amended Construction Agreement, attached hereto, for filing.

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

2. Effective Date and Request for Waiver

PacifiCorp respectfully requests waiver of the Commission’s prior notice and filing requirements so as to permit an effective date of April 2, 2020 for the Amended Construction Agreement. The Commission has determined that it will grant waiver of such prior notice requirements for good cause shown.² Good cause exists to grant this waiver request because Parties have been engaged in good faith negotiations to of the Amended Construction Agreement. Accordingly, PacifiCorp requests that the Commission establish an effective date of April 2, 2020 for the Amended Construction Agreement.

3. Designation

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

4. Enclosures

The following enclosure is attached hereto:

Enclosure 1 Revised Construction Agreement between BPA and PacifiCorp, to be designated as First Revised PacifiCorp Rate Schedule No. 711; and

Enclosure 2 Redline of First Revised Rate Schedule No. 711 as compared to original Rate Schedule No. 711.

5. Communications

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

Riley Peck
Associate Attorney
PacifiCorp
825 N.E. Multnomah, Suite 1600
Portland, OR 97232
(503) 813-6490
Riley.Peck@PacifiCorp.com

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

² *Central Hudson Gas & Electric Corporation, et al.*, 60 FERC ¶ 61,106 (allowing waiver of prior notice for filings that are uncontested and do not change rates or reduce rates), *order on reh'g*, 61 FERC ¶ 61,089 (1992).

6. Notice

Pursuant to 18 C.F.R. § 35.2(e)(ii), a copy of this filing is being served on the following:

Eric Carter
U.S Department of Energy
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409
ehcarter@bpa.gov
mawick@bpa.gov

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

7. Conclusion

For the reasons discussed herein, PacifiCorp requests that the Commission accept this Construction Agreement for filing and grant the proposed effective date of April 2, 2020.

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

Respectfully Submitted,

/s/ Riley Peck

Riley Peck
Attorney for PacifiCorp

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

This Amended and Restated Summer Lake Substation Circuit Breaker & SCADA SER Coordination Agreement (the “Amended Agreement”) made and entered into this 14th day of February, 2020, 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 initiated a project to replace Circuit Breaker 4957 and required the assistance of BPA to complete the Project in October of 2016.
- 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 Amended Agreement with the understanding that each Party mutually benefits from this Amended 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 Amended Agreement shall commence on the later of the date of this Amended

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 Amended Agreement shall terminate ninety (90) days following receipt of final payment of actual costs for both projects, pursuant to Section 4 of this Amended Agreement. Work under this Amended Agreement is estimated to be completed December 31, 2021. In no event shall the term of this Amended Agreement exceed five years from the date, both Parties have signed this Amended 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, at PacifiCorp's expense, coordinated with PacifiCorp for the replacement of PacifiCorp's power circuit breaker 4957, performed wiring modifications to BPA's racks associated with the replacement of the circuit breaker, and reviewed/revise the appropriate 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 PacifiCorp's Scope of Work for the Project is \$35,000 (the "Estimated Costs").

BPA's cost for BPA's Scope of Work for the Project was \$33,151.88, billed to PacifiCorp on October 21, 2016, under BPA Invoice No. MSC-12845.

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

4.4 Authorization of Additional Amounts for Project

PacifiCorp shall notify BPA, in writing, within thirty (30) days if, at any time during the course of the Project, PacifiCorp expects the cost of performing the work identified under this Amended Agreement to exceed \$38,500 (which is the estimated costs plus 10%). If BPA agrees to the cost

increase, an amendment to this Amended Agreement will be prepared to provide for the additional funding amount. BPA shall either approve or decline the authorization for additional amounts within thirty (30) days of such notice from PacifiCorp. PacifiCorp's obligation to proceed with the Project associated with such additional amounts shall be contingent upon receipt of such approval. If BPA authorizes additional costs, this Amended Agreement shall be modified in writing accordingly to provide for such additional costs. If BPA does not authorize such additional amounts within such thirty (30) day period, this Amended Agreement shall terminate after PacifiCorp gives BPA written notice and an additional fifteen (15) days to cure.

5. PROJECT SCHEDULE:

Upon execution of this Amended 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 Amended 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 Amended 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 Amended Agreement as may be affected shall be made and this Amended 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 Amended 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 Amended 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 Amended 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 Amended 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: Eric Carter - TSE/TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409
Phone: (360) 619-6006
Fax: (360) 619-6940

PacifiCorp: Director, Transmission Services
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
Phone: (360) 619-6050
Copy by email to tmvancleave@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 Amended 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

Amended 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 Amended 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 Amended 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 Amended Agreement shall remain in full force and effect.

22. MULTIPLE COUNTERPARTS:

This Amended 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 Amended 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 Amended Agreement; provided, however, that each Party shall require a third party contractor and subcontractor to comply with all applicable terms and conditions of this Amended 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 Amended 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 Amended Agreement, will survive its termination or expiration.

26. MODIFICATIONS OR AMENDMENTS:

No modification or amendment of any provision of this Amended 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 Amended Agreement effective as of the day and year first herein above written.

PACIFICORP

BONNEVILLE POWER ADMINISTRATION

/s/ Laura R. Dombrowsky
Signature

/s/ Eric Carter
Signature

Laura R. Dombrowsky
Printed Name of Signer

Printed Name of Signer

Transmission Account Manager
Title of Signer

Title of Signer

February 14, 2020
Date

02/06/2020
Date

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

This Amended and Restated Summer Lake Substation Circuit Breaker & SCADA/ SER Coordination Agreement (the "Amended Agreement") made and entered into this 314th day of ~~April, 2015~~, February, 2020, 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.~~ 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.~~ 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.~~ C. WHEREAS, PacifiCorp ~~has~~ initiated a project to replace Circuit Breaker 4957 and ~~requires~~ required the assistance of BPA to complete the Project in October of 2016.

~~D.~~ D. WHEREAS, BPA has initiated a project to replace the SCADA/SER system and requires the assistance of PacifiCorp to complete the Project.

~~E.~~ 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 Amended Agreement with the understanding that each Party mutually benefits from this Amended Agreement. The ~~parties~~ 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 Amended Agreement shall commence on the later of the date of this Amended 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 Amended Agreement shall terminate ninety (90) days following receipt of final payment of actual costs for both projects, pursuant to Section 4 of this Amended Agreement. Work under this Amended Agreement is estimated to be completed ~~September 2016~~. December 31, 2021. In no event shall the term of this Amended Agreement exceed five years from the date, both ~~parties~~ Parties have signed this Amended Agreement.

3. SCOPE AND PERFORMANCE OF WORK:

~~3.1~~ 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~~ 3.2 BPA Work. BPA ~~will~~, at PacifiCorp's expense, ~~coordinate~~ coordinated with PacifiCorp for the replacement of PacifiCorp's power circuit breaker 4957, ~~perform~~ performed wiring modifications to BPA's racks associated with the replacement of the circuit breaker, and ~~review/revise~~ reviewed/revise the appropriate drawings.

4. OWNERSHIP/RESPONSIBILITY FOR COSTS:

~~4.1~~ 4.1 Ownership

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

~~4.2~~ 4.2 Estimated Costs

PacifiCorp's estimated cost for ~~the~~ PacifiCorp's Scope of Work for the Project is ~~\$24,000~~ \$35,000 (the "Estimated Costs").

~~BPA's estimated's~~ cost for ~~the~~ BPA's Scope of Work for the Project ~~is \$26,000 (the "Estimated Costs")~~ was \$33,151.88, billed to PacifiCorp on October 21, 2016, under BPA Invoice No. MSC-12845.

~~4.3~~ 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

4.4 Authorization of Additional Amounts for Project

PacifiCorp shall notify BPA, in writing, within thirty (30) days if, at any time during the course of the Project, PacifiCorp expects the cost of performing the work identified under this Amended Agreement to exceed \$38,500 (which is the estimated costs plus 10%). If BPA agrees to the cost increase, an amendment to this Amended Agreement will be prepared to provide for the additional funding amount. BPA shall either approve or decline the authorization for additional amounts within thirty (30) days of such notice from PacifiCorp. PacifiCorp's obligation to proceed with the Project associated with such additional amounts shall be contingent upon receipt of such approval. If BPA authorizes additional costs, this Amended Agreement shall be modified in writing accordingly to provide for such additional costs. If BPA does not authorize such additional amounts within such thirty (30) day period, this Amended Agreement shall terminate after PacifiCorp gives BPA written notice and an additional fifteen (15) days to cure.

5. PROJECT SCHEDULE:

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

6. STANDARD OF WORK:

All work performed pursuant to this Amended 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 Amended 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 Amended Agreement as may be affected shall be made and this Amended 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~~Parties shall not constitute an authorized change order pursuant to this provision.

All revisions to this Amended 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 agents²¹ or its subcontractors²¹ negligence, willful misconduct, or failure to comply with Good Utility Practice.

10. ACCESS:

Each Party shall grant the other Party and its designee²¹s 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 Amended 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~~Parties agree to pursue alternative dispute resolution.

12. NO PARTNERSHIP:

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

15. ENTIRE CONTRACT:

This Amended 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~~Party (or ~~parties~~Parties) as shown below:

BPA: U.S. Department of Energy
Bonneville Power Administration
ATTN: ~~Dave Fitzsimmons~~-Eric Carter- TSE/TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409
Phone: (360) 619-~~6005~~6006
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 ~~tmvancleave@bpa.gov~~tmvancleave@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 Amended 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 Amended 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 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 Amended 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 Amended 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 Amended Agreement shall remain in full force and effect.

22. MULTIPLE COUNTERPARTS:

This Amended 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 Amended 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 Amended Agreement; provided, however, that each Party shall require a third party contractor and subcontractor to comply with all applicable terms and conditions of this Amended 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 Amended 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 Amended Agreement, will survive its termination or expiration.

26. MODIFICATIONS OR AMENDMENTS:

No modification or amendment of any provision of this Amended 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 Amended Agreement effective as of the day and year first herein above written.

PACIFICORP

BONNEVILLE POWER ADMINISTRATION

~~/s/ Laura R. Dombrowsky~~_____

~~/s/ David Fitzsimmons~~Eric Carter_____

Signature ~~Signature~~ Signature

~~Laura R. Dombrowsky~~_____

~~David Fitzsimmons~~_____

Printed Name of ~~Signor~~Signer

Printed Name of ~~Signor~~

~~Account Manager~~_____

~~Transmission Sales Manager~~_____

~~Title of Signor~~_____

~~Title of Signor~~Signer

Transmission Account Manager_____

Title of Signer_____

Title of Signer_____

~~4/3/15~~_____

~~3/31/2015~~_____

~~Date~~_____

~~Date~~

February 14, 2020_____

02/06/2020_____

Date_____

Date_____

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

This Amended and Restated Summer Lake Substation Circuit Breaker & SCADA SER Coordination Agreement (the “Amended Agreement”) made and entered into this 14 day of February, 2020, 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 initiated a project to replace Circuit Breaker 4957 and required the assistance of BPA to complete the Project in October of 2016.
- 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 Amended Agreement with the understanding that each Party mutually benefits from this Amended 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 Amended Agreement shall commence on the later of the date of this Amended

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 Amended Agreement shall terminate ninety (90) days following receipt of final payment of actual costs for both projects, pursuant to Section 4 of this Amended Agreement. Work under this Amended Agreement is estimated to be completed December 31, 2021. In no event shall the term of this Amended Agreement exceed five years from the date, both Parties have signed this Amended 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, at PacifiCorp's expense, coordinated with PacifiCorp for the replacement of PacifiCorp's power circuit breaker 4957, performed wiring modifications to BPA's racks associated with the replacement of the circuit breaker, and reviewed/revise the appropriate 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 PacifiCorp's Scope of Work for the Project is \$35,000 (the "Estimated Costs").

BPA's cost for BPA's Scope of Work for the Project was \$33,151.88, billed to PacifiCorp on October 21, 2016, under BPA Invoice No. MSC-12845.

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

4.4 Authorization of Additional Amounts for Project

PacifiCorp shall notify BPA, in writing, within thirty (30) days if, at any time during the course of the Project, PacifiCorp expects the cost of performing the work identified under this Amended Agreement to exceed \$38,500 (which is the estimated costs plus 10%). If BPA agrees to the cost

increase, an amendment to this Amended Agreement will be prepared to provide for the additional funding amount. BPA shall either approve or decline the authorization for additional amounts within thirty (30) days of such notice from PacifiCorp. PacifiCorp's obligation to proceed with the Project associated with such additional amounts shall be contingent upon receipt of such approval. If BPA authorizes additional costs, this Amended Agreement shall be modified in writing accordingly to provide for such additional costs. If BPA does not authorize such additional amounts within such thirty (30) day period, this Amended Agreement shall terminate after PacifiCorp gives BPA written notice and an additional fifteen (15) days to cure.

5. PROJECT SCHEDULE:

Upon execution of this Amended 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 Amended 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 Amended 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 Amended Agreement as may be affected shall be made and this Amended 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 Amended 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 Amended 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 Amended 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 Amended 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: Eric Carter - TSE/TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409
Phone: (360) 619-6006
Fax: (360) 619-6940

PacifiCorp: Director, Transmission Services
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
Phone: (360) 619-6050
Copy by email to tmvanceave@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 Amended 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

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

21. SEVERABILITY:

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interest and where permitted, their assigns.

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No modification or amendment of any provision of this Amended 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 Amended Agreement effective as of the day and year first herein above written.

PACIFICORP

Laura R Dombrowsky

Digitally signed by Laura R Dombrowsky
Date: 2020.02.14 17:06:02 -08'00'

Signature

Laura R. Dombrowsky

Printed Name of Signer

Transmission Account Manager

Title of Signer

February 14, 2020

Date

BONNEVILLE POWER ADMINISTRATION

ERIC CARTER

Digitally signed by ERIC CARTER
Date: 2020.02.06 12:50:49 -08'00'

Signature

Printed Name of Signer

Title of Signer

Date

From: efiling@ferc.gov
To: [Marble, Christian](#); FERC Filings; efilingacceptance@ferc.gov
Subject: [INTERNET] FERC Acceptance for Filing in ER20-1022-000
Date: Monday, February 17, 2020 12:46:51 PM

** REMEMBER SAIL WHEN READING EMAIL **

Sender: The sender of this email is Efileing@ferc.gov using a friendly name of eFiling@ferc.gov.
Are you expecting the message? Is this different from the message sender displayed above?

Attachments: Does this message contain attachments? No
If yes, are you expecting them?

Internet Tag: Messages from the Internet should have [INTERNET] added to the subject.

Links: Does this message contain links? No
Check links before clicking them or removing BLOCKED in the browser.

Cybersecurity risk assessment: Low

Notification of Acceptance for Filing

This is to notify that the FERC Office of the Secretary has accepted the following electronic submission for filing (Acceptance for filing does not constitute approval of any application or self-certifying notice):

- Accession No.: 202002185018
- Docket(s) No.: ER20-1022-000
- Filed By: PacifiCorp
- Signed By: Riley Peck
- Filing Title: Tariff Filing
- Filing Description: PacifiCorp submits tariff filing per 35.13(a)(2)(iii) BPA Construction Agreement (Summer Lake CB & SCADA) Rev 1 to be effective 4/2/2020 under ER20-1022 Filing Type : 10
- Type of Filing Code: 10
- Earliest Proposed Effective Date: 4/2/2020
- Submission Date/Time: 2/17/2020 3:41:21 PM
- Filed Date: 2/18/2020 8:30:00 AM

Your submission is now part of the record for the above Docket(s) and available in FERC's eLibrary system at:

http://elibrary.ferc.gov/idmws/file_list.asp?accession_num=20200218-5018

If you would like to receive e-mail notification when additional documents are added to the above docket(s), you can eSubscribe by docket at:

<https://ferconline.ferc.gov/eSubscription.aspx>

There may be a 10 minute delay before the document appears in eLibrary.

Thank you again for using the FERC Electronic Filing System. If you need to contact us for any reason:

E-Mail: ferconlinesupport@ferc.gov <mailto:ferconlinesupport@ferc.gov> (do not send filings to this address)
Voice Mail: 866-208-3676.