



AGREEMENT FOR CONSULTING SERVICES

CONTRACT NUMBER: 324355

QUALITY CLASS: G

ENERGY NORTHWEST and

The Climate Trust
65 S.W. Yamhill Street
Suite 400
Portland, Oregon 97204

hereinafter referred to as "Contractor", hereby agree as follows:

1. SCOPE

Provide support on CO2 sequestration issues related to the PMEC project.

2. PERIOD OF PERFORMANCE

Contractor shall commence work on July 26, 2007 and complete the described scope of work by June 30, 2008.

3. INCORPORATED DOCUMENTS

The following documents are incorporated into this Contract:

- Appendix A - Statement of Work
- Appendix B - Schedule of Payments
- Appendix C - Special Provisions -- None
- Appendix D - General Provisions

All drawings, papers or specifications annexed or referred to herein shall be deemed as part of this Contract.

4. CONSIDERATION

As full consideration for performance of the scope of work, Energy Northwest will pay the Contractor a total budgeted amount of not to exceed Fifteen Thousand Dollars (\$15,000.00).

5. ADMINISTRATION

Energy Northwest's Contracting Officer for this Contract is W. G. Edmonds.

Energy Northwest's Technical Representative is Ted Beatty (509) 3725531.

Contractor's Technical Representative, who is responsible for technical decisions, resolution of technical issues and providing and reviewing technical information is

Name: _____, Phone: _____.

6. EXECUTION

In WITNESS WHEREOF, the parties have duly executed this Contract:

THE CLIMATE TRUST

Signature: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR STATE TAX NUMBER

CONTRACTOR FEDERAL TAX NUMBER

ENERGY NORTHWEST
(Business Development Fund)

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX A STATEMENT OF WORK

Tasks assigned to Climate Trust may include the following

- Support the EFSEC adjudicated proceedings by providing testimony regarding CO2 sequestration options
- Review Energy Northwest's CO2 mitigation plan
- Support Energy Northwest during the EFSEC permitting process on CO2 sequestration issues/questions and mitigation options.

All work tasks shall be pre-authorized by the Energy Northwest designated technical representative.

**APPENDIX B
SCHEDULE OF PAYMENTS**

INVOICES

The Contractor may submit invoices to Energy Northwest once per month during the progress of the work, for payment for work completed to date. The invoice is to reflect the total amount invoiced for the month. Invoices should reference the designated Contract Number

Invoices should be mailed in duplicate directly to:

Energy Northwest
Attn: Accounts Payable, M/D PE55
P.O. Box 968
Richland, WA 99352

The Contractor shall be paid by Energy Northwest for completed work and for services rendered under this Contract no later than thirty (30) days after receipt of complete and fully documented invoices. Such payment shall be full compensation for work performed or services rendered and for all labor hours, materials, supplies, equipment and incidentals necessary to complete the work.

Salary and Unit Costs

The Contractor shall be paid by Energy Northwest for the work done based upon the following rates. These rates are inclusive of overhead, general and administrative costs and profit.

Position	Hourly Rate (\$)	Daily Rate(\$)
Executive Director	225	1,800
Director of Offset Programs	150	1,200
Director of Strategy and Operations	140	1,120
Offset Portfolio Manager	110	880
Offset Analyst	80	640
Communications Manager	80	640
Policy Analyst	75	600
Offset Portfolio Coordinator	65	520
Research Assistant	60	480
Office Manager	50	400

All work shall be pre authorized including agreed to dollar value by the Energy Northwest designated technical representative prior to start of work on authorized task.

The contractor is not authorized to exceed the established not to exceed contract budget dollar estimate without first receiving an approved contract modification increasing this not to exceed dollar estimate.



GENERAL PROVISIONS FOR CONSULTANT AND SERVICES

GP-1 DEFINITIONS

.1 ENERGY NORTHWEST: means Energy Northwest, a municipal corporation of the State of Washington.

.2 CONTRACTING OFFICER OR BUYER: Means Energy Northwest's authorized representative for this Contract .

.3 CONTRACTOR OR SUPPLIER: Means the individual or entity that will provide the Work and has caused its authorized representative to execute the Agreement.

.4 SUBCONTRACTOR: Means an individual, or entity having an agreement with the Contractor, or with another subcontractor of any tier, for the performance of a part of the Work.

.5 AGREEMENT: a writing executed by the authorized representatives of the Parties specifying the Work and terms and conditions of the transaction to provide the Work.

.6 CONTRACT AND CONTRACT DOCUMENTS: The Contract Documents shall be comprise of the following documents, which together form the entire Contract, and shall take precedence in the order listed:

- a. Written Agreement
- b. Specifications and drawings for the Work as expressly acknowledged by the Parties
- c. General Provisions, if any
- d. Special Provisions, if any
- e. Written Contract Modifications executed by the authorized representatives of both parties, if any
- f. Energy Northwest's Purchase Order, if any

.8 PURCHASE ORDER: "Purchase Order" or "Order" shall be the written document produced by Energy Northwest in the normal course of its operations authorizing the transaction covered by the Contract Documents.

.9 PARTY: means the individuals or entities whose authorized representatives have executed the Contract and specifically excludes any third parties that have not executed the Contract.

.10 WORK: means the services and deliverables specified in the Contract Documents.

.11 SITE or WORK SITE: means the actual place or places specified or made available for the Work, together with so much of the area surrounding the same as the Contractor shall with the written consent of Energy Northwest actually use in connection with the Work other than merely for access.

GP-2 ENTIRE AGREEMENT

The Contract Documents embody the entire Agreement between the Parties with respect to the subject matter thereof, and supersedes and merges into it all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof. The Contract may not be amended, changed, modified or altered unless agreed in a writing executed by the authorized representatives of each Party. The Contract shall be binding upon the Parties hereto and their successors, representatives and assigns. The Agreement may be executed in counter parts, including by a facsimile transmission thereof, each of which is an original and all of which are merged upon execution and constitute one and the same instrument.

GP-3 INDEPENDENT CONTRACTOR

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent, employee or servant of Energy Northwest.

GP-4 PERFORMANCE TIME

It is the responsibility of the Contractor to complete the work within the time specified in the Contract Documents and by submission of its bid the Contractor warrants that the Work shall be completed within the time specified in the Contract.

GP- 5 PROFESSIONAL STANDARD OF CARE

Contractor agrees to perform its Work with that standard of care, skill, and diligence normally utilized by a professional in the performance of the same or substantially similar services and in compliance with all applicable regulations, codes and laws. Upon its execution of the Contract Documents Contractor represents and warrants that it is qualified for and capable of performing the Work pursuant to this standard of care.

GP-6 LABOR AND PERSONNEL

.1 Contractor shall furnish competent and appropriately skilled personnel to perform the Work under this Contract. If Work is to be performed at or on Energy Northwest facilities, Contractor shall comply with and cooperate in enforcement of Energy Northwest's procedures. Contractor shall have competent supervisory personnel satisfactory to Energy Northwest and with authority to act for Contractor present at the Work Site at all times the Work is in progress.

.2 Contractor shall ensure all labor and personnel furnished to Energy Northwest to perform Work are eligible for employment in compliance with state and federal regulations.

.3 Contractor shall ensure that its personnel performing Work s on Energy Northwest controlled property comply with Energy Northwest's non-harassment policies and procedures.

.4 Contractor shall be aware of, and familiar with, all collective bargaining agreements, which pertain to or affect the Work or other work at the Site. Contractor shall plan and conduct its operations so that its employees and subcontractors of any tier will work harmoniously with Company employees and others in order to assure that there will be no delays, work stoppages, excessive labor costs or other labor difficulties. All questions regarding labor relations issues and requirements at the Owner's Work Site should be directed to:

Manager, Construction and Maintenance Services, 509-377-8776

.5 Contractor shall advise Energy Northwest promptly, in writing, of any labor dispute or anticipated labor dispute known to the Contractor which may reasonably be expected to affect the Contractor's performance.

.6 Contractor shall remove from the Site any of its personnel that Energy Northwest determines to be unacceptable for any reason, if requested to do so by the Contracting Officer. Removed personnel may not perform work at the Site without Energy Northwest's express written acknowledgement of their return.

GP-7 INDEMNIFICATION

.1 INDEMNIFICATION BY THE CONTRACTOR

a. Contractor shall indemnify and save harmless Energy Northwest and its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission of the Contractor, its agents, representatives or employees, including any and all expense, including reasonable attorney's fees, incurred by Energy Northwest or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability to the extent arising from the negligence of Energy Northwest or its representatives.

b. For the purpose of fulfilling this indemnity obligation, the Contractor hereby waives any and all immunity rights or protections created by the Workers' Compensation Act and further agrees that this indemnity agreement shall apply to, but shall not be limited to, actions brought by its own employees. Energy Northwest and Contractor agree that for actions brought by Contractor's employees where the Contractor is the sole defendant, the Contractor has not waived its Industrial Insurance Act immunity rights or protections. CONTRACTOR HEREBY ACKNOWLEDGES THIS INDEMNITY PROVISION WAS MUTUALLY NEGOTIATED AND AGREED TO BY BOTH PARTIES.

.2 The Contractor's liability under this Contract shall not include consequential damages related to the loss of power production at the Work site.

GP-8 INSURANCE PROVIDED BY THE CONTRACTOR

.1 INSURANCE PROVIDED BY THE CONTRACTOR

a. Energy Northwest Approval

Contractor shall maintain in force the types of insurance in amounts no less than the limits required herein. Insurers shall have a Best rating of no less than A-:VI. Such insurance shall be approved by Energy Northwest as to form, sufficiency and manner of execution.

Copies of Certificates of Insurance shall be furnished to the responsible Energy Northwest Contracting Officer prior to the commencement of work. It shall be the responsibility of the Contractor to assure itself that its subcontractors have complied with this provision prior to the commencement of work by the subcontractor.

b. Insurance Requirements

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF</u>	<u>CONTRACT</u>	<u>AMOUNT</u>
		<u>COVERAGE</u>	

Worker's Compensation	<u>Coverage A:</u>	All Contracts
Statutory		
	<u>Coverage B:</u>	
	See Commercial	
	General Liability (CGL)	
Automobile Liability if operating on Energy NW property (Includes coverage for owned, non-owned and hired vehicles)	\$100,000/300,000 Bodily Injury	All Contracts
\$1 Million	<u>Property Damage</u>	
\$5 Million	Less than \$5 Million	
\$20 Million	\$5 to \$20 Million	
	Over \$20 Million	
Commercial General Liability including coverage for: Products, Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury Liability, Advertising Injury, "XCU" Hazards, Employer's Liability	<u>Services:</u>	None
	<u>Public Work:</u>	
	\$1 Million	Less than \$5 Million
	\$5 Million	\$5 to \$20 Million
	\$20 Million	Over \$20 Million

.c Additional Requirements

(1) Commercial General Liability policies shall name Energy Northwest as an additional insured with respect to liability arising out of the Contractor's performance of the work. Automobile Liability policies shall not exclude coverage for Energy Northwest.

(2) Commercial General Liability policies will be written on an "Occurrence" form and the policies will be endorsed to provide that the General Aggregate Limit will apply separately to each of the Contractor's projects.

(3) All policies and certificates shall carry a provision that such insurance shall not be canceled except upon thirty (30) days written notice to Energy Northwest.

(4) To the extent of Contractor's negligent acts or omissions, all policies required by this Contract shall include provisions that such insurance is primary insurance with respect to the interests of Energy Northwest and that any other insurance maintained by Energy Northwest is excess and not contributory with the insurance required hereunder, as well as provisions that the policy contain a cross liability or severability of interest clause or endorsement.

(5) Waiver of Subrogation

The Contractor, on behalf of itself, its subcontractors, and all their insurance carriers hereby waive any right of recovery or of subrogation against Energy Northwest or their representatives and all other contractors, and agrees to have such waiver included in all Contractor's and subcontractor's insurance contracts.

d. Contractor's Loss Insurance

Energy Northwest assumes no liability for loss of or damage to Contractor's and/or its subcontractor's sheds, tools, equipment, and/or material, or to any property of their employees, it being understood that any insurance carried by the Contractor to provide protection against such loss or damage shall contain a waiver of any right of subrogation against Energy Northwest.

e. Self-Insured Contractors-Energy Northwest Approval

Following financial review and authorization by Energy Northwest, a Contractor may self-insure the first one million dollars (\$1 Million) of liability coverage. If such self-insurance is expressly approved in writing by Energy Northwest, the Contractor agrees to hold Energy Northwest harmless from any losses arising out of the performance of work under the Contract to the extent that such losses would be covered under a Commercial General Liability required herein.

f. Contractor's Duty to Report Occupational and Tort Claims

The Contractor shall promptly inform Energy Northwest in writing of every employee's workers compensation claim or of any tort liability claim for bodily injury allegedly caused by a nuclear energy hazard arising out of Columbia Generating Station, or in the course of transporting nuclear material to or from the Columbia Generating Station.

GP-9 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES

In case of discovery of conflicts, discrepancies, errors or omissions among various parts of the Contract, the matter shall be submitted immediately upon discovery by the Contractor to the Contracting Officer for clarification. Any Work affected by such conflicts, errors, omissions or discrepancies performed by the Contractor prior to clarification shall be at the Contractor's risk.

GP-10 SUBCONTRACTS

.1 Any contract to be entered into by the Contractor with any Subcontractor for the performance of Work pursuant to the Contract or any fraction thereof exceeding \$5,000 shall be submitted to the Contracting Officer for prior written acknowledgement.

.2 The Contracting Officer's acknowledgement of such Subcontractors shall not be construed to relieve the Contractor or its surety of their responsibilities under this Contract.

.3 The Contractor shall require in such Subcontracts that the Subcontractor be subject to the provision of this Contract entitled "Audits."

GP-11 LAWS AND REGULATIONS

Contractor shall comply with all applicable local, State of Washington, and Federal laws, rules and regulations, and shall obtain all permits required for any of the Work to be performed. Contractor shall procure and pay for all permits and inspections required for any of the Work performed and shall furnish any bonds, security or deposits required to permit performance of the Work.

While performing work on an Energy Northwest controlled site, the Contractor shall comply with Energy Northwest's project site safety, health, security and other procedures and regulations.

GP- 9 INTELLECTUAL PROPERTY

.1 Energy Northwest is hereby granted a perpetual, nonexclusive, royalty-free license to use any concept, product or process, patentable or otherwise, furnished or supplied to Energy Northwest by Contractor, and for intellectual property otherwise conceived and/or developed by Contractor in the performance of this Contract. If requested by Energy Northwest, Contractor agrees take all commercially reasonable actions necessary to obtain patents or copyrights for any intellectual property conceived and/or developed or produced by Contractor in the performance of this Contract, and further agrees to execute such documents as may be necessary to implement this provision. All materials prepared or developed by Contractor hereunder, including documents, calculations, maps, sketches, notes, reports, data, models, and samples, shall become the property of Energy Northwest when prepared, whether delivered to Energy Northwest or not, and shall together with any materials furnished Contractor by Energy Northwest hereunder, be delivered to Energy Northwest upon request and, in any event, upon completion, expiration or termination of this Contract.

.2 Contractor indemnifies and shall hold Energy Northwest harmless from and against and defend at its sole expense all claims or actions against Energy Northwest for alleged infringement of third-party intellectual property rights and shall pay all costs, losses, expenses, judgments, damages, attorney's fees and the like which Energy Northwest may have to pay or incur by reason of such suit or claim. If Energy Northwest is enjoined in the use of any of the foregoing items, Contractor shall at its sole expense either:

- a. Procure for Energy Northwest the right to continue using such item, or
- b. With Energy Northwest permission, remove such item and furnish and install a noninfringing item, or
- c. With Energy Northwest permission, remove such item and refund the purchase price, transportation costs, and installation costs thereof.

GP-Z NONDISCLOSURE (JAN 1987)

.1 Contractor agrees not to divulge to third parties, without the written consent of the Contracting Officer, any information which relates to the technical or business information of Energy Northwest obtained from or through Energy Northwest in connection with the performance of this Contract unless:

- a. The information was known to the Contractor prior to obtaining the same from Energy Northwest;
- b. The information is, at the time of disclosure by the Contractor, then in the public domain through no wrongful or negligent act of Contractor; or
- c. The information is obtained by the Contractor from a third party who did not receive the same, directly or indirectly, from Energy Northwest and who has no obligation of nondisclosure with respect thereto.

Contractor further agrees that it will not, without the prior written consent of the Contracting Officer, disclose to any third party any information developed or obtained by

the Contractor in the performance of this Contract except to the extent that such information falls within one of the categories described above.

.2 If requested by the Contracting Officer, the Contractor further agrees to require its employees to execute a Nondisclosure Agreement prior to performing Work under this Contract.

.3 Contractor shall not release any information concerning the Work under this Contract or any part thereof in the form of advertising or publication, including news releases or professional articles, without the prior written approval of the Contracting Officer.

GP-12 TERMINATION

.1 The Contracting Officer, by written notice, may terminate this Contract, in whole or in part for the following:

- a. The convenience of Energy Northwest; or
- b. The Contractor defaults upon any of its obligations pursuant to this Contract and fails to cure the default within 10 days (or such longer period approved in writing by the Contracting Officer) after receiving notice specifying the default. Default includes failure to make sufficient or timely progress in the Work.

.2 The Contracting Officer shall notify the Contractor by delivering a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of Energy Northwest and the effective date.

.3 Upon termination the Contractor shall, if required by the Contracting Officer:

- a. Place no further subcontracts or orders, except as necessary to complete the scope of the Contract not terminated.
- b. Cancel all subcontracts to the extent they relate to work terminated and, with prior approval of Energy Northwest, settle all related liabilities.
- c. Assign to Energy Northwest, if directed by the Contracting Officer, all right, title and interest of the Contractor for parts, work in progress, and materials acquired for the work terminated; and all plans, drawings, reports, and other information or property relative to the work terminated which would have been required to be furnished to Energy Northwest.

.4 If this Contract is terminated for convenience, an equitable adjustment shall be made pursuant to the following provisions:

- a. Energy Northwest shall pay that portion of the contract price corresponding to completed work or services delivered and accepted.
- b. Costs associated with uncompleted work or services performed up to the date of termination will be paid, provided that no payments will exceed the amount that would have been paid had the work or services been completed.
- c. With the prior approval of, or as directed by, the Contracting Officer, any costs that may continue for a reasonable time if necessary to effect an orderly termination will be paid.

.5 If this Contract is terminated for default, the Contractor and its sureties shall be liable for any damages incurred by Energy Northwest as provided by law.

.6 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the Rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Energy Northwest.

.7 All cost records related to termination shall be subject to the provision of this Contract entitled "Audits."

GP-13 TECHNICAL REPRESENTATIVE

The Energy Northwest Technical Representative (TR), if one is assigned pursuant to the Contract Documents, is responsible for monitoring and providing technical guidance during the performance of this Contract and should be contacted regarding questions or problems of a technical nature. The TR is also responsible for appropriate monitoring of the Contractor's representatives while on the Site. In no event, however, will an understanding or agreement, modification, change order, or any deviation from the terms of the Contract be effective or binding upon Energy Northwest unless formalized by the Energy Northwest Contracting Officer (CO) prior to any deviation from the terms of the Contract. On all matters that pertain to Contract terms, the Contractor shall contact the CO specified in the Contract Documents. When in the opinion of the Contractor, the TR requests or directs efforts outside the existing scope of the Contract Documents; the Contractor shall promptly notify the CO. The TR does not possess any explicit, apparent, or implied authority to modify the Contract Documents.

GP-14 CHANGES

.1 The Contracting Officer may at any time, by written order, without notice to the surety or sureties, make any modification to the work within the general scope of the Contract. If such changes cause an increase or decrease in the cost of or the time required for performance of any of the Work under this Contract, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. No services or supplies for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of Energy Northwest.

.2 Any claim for adjustment under this provision must be asserted in writing within twenty (20) days from the date of receipt by the Contractor of the notification of change, unless the Contracting Officer grants a further period of time before the date of final payment under the Contract. Costs claimed under this provision shall be subject to the provision of this Contract entitled "Audits."

.3 The Contractor shall continue to perform the Work, including any modifications, despite any failure to agree on the resultant adjustment in price or time, unless otherwise directed by the Contracting Officer. Failure to agree to any such adjustment shall be a dispute under the Contract provision entitled "Disputes."

GP-15 DISPUTES

.1 Energy Northwest and the Contractor shall attempt to resolve all disputes by good faith negotiations within 30 days of notice of the dispute. If after those good faith negotiations, disputes shall remain between the parties, resolution of such dispute shall be by litigation. The Contractor hereby consents to and stipulates to the personal jurisdiction and venue of the appropriate courts in the State of Washington in any litigation brought under this provision.

.2 Notwithstanding any dispute or litigation between the Contractor and Energy Northwest, the Contractor shall proceed diligently with the performance of the work required by the contract as directed by Energy Northwest.

GP-16 AUDITS

The Contractor shall, during the life of this Contract and for a period of three (3) years after issuance by Energy Northwest of a notice of completion of the contract, retain accurate books, records and original documentation (or to the extent approved by Energy Northwest, photographs, microphotographs, or other authentic reproductions) which shall be freely disclosed to Energy Northwest, its representatives, the Washington State Auditor, and the Bonneville Power Administration, to permit verification of performance and entitlement to any payments under this Contract :if -

- a. Based in whole or in part on the Contractor's reimbursable or claimed costs or fees. Such costs or fees must be allocable to this Contract, reasonable, and allowable in accordance with Energy Northwest "Cost Principles" in effect at Contract award.
- b. Based in whole or in part on extension of contract unit prices. Delivery of units shall be subject to verification.

GP-17 PAYMENTS

.1 The Contractor shall be paid undisputed portions of Contractor's invoices, upon the satisfactory performance of the Work, or a portion thereof, submission of proper invoices and supporting documentation as specified in the Contract Documents less deductions if any as provided in the Contract Documents.

.2 The Contractor's invoice shall reference this Contract number and subdivisions, if any. Invoices shall be itemized and supported by proper documentation in accordance with the Contract provisions. Invoices are to be mailed in duplicate directly to:

Attention: Accounts Payable M/D PE55
Energy Northwest
PO Box 968
Richland, WA 99352

Incomplete or improper requests for payment will be returned to the Contractor.

NOTE: In lieu of sending by mail, invoices may be submitted by e-mail to accountspayable@energy-northwest.com or by facsimile to (509) 372-5148.

.4 Payments will be made by Energy Northwest within approximately thirty (30) days after receipt of proper invoices and documentation.

GP-18 TAXES

Except for the Washington State Retail Sales Tax as may be levied upon the contract price, the contract price includes and the Contractor shall have the full exclusive liability for the payment of:

.1 All taxes and assessments imposed by or required under any taxing authority including, without limitation, Washington Business and Occupation Taxes, all gross receipts or other taxes levied with respect to materials or items furnished or work performed by the Contractor and its Subcontractors and

.2 Taxes and assessments for unemployment insurance, old age benefits, annuities, social security, disability benefits, or other taxes which are in whole or in part measured by or based upon the wages, salaries or other remuneration paid to persons employed by the Contractor or its Subcontractors on work under this contract.

If a Washington State Retail Sales Tax is imposed on this Contract, and the Contractor obtains a Certificate of Registration from the Washington State Department of Revenue, the Contractor shall provide evidence of such registration to Energy Northwest prior to receipt of any payments under the Contract. The Contractor shall then invoice and collect from Energy Northwest the applicable tax, and shall remit the same to the Washington State Department of Revenue.

GP-19 NOTICES

Any notice required to be given by either party under this Contract shall be reduced to writing and shall be given by depositing in the U.S. Mail (or commercial delivery service) prepaid to the address of Energy Northwest or the Contractor, respectively, and shall be effective on the date of mailing or dispatch as shown by the postmark or shipper document, or shall be given in writing served on an officer of the Contractor or the designated Contracting Officer.

GP-20 TITLE AND RISK OF LOSS

.1 Unless this Contract specifically provides otherwise, title to materials, equipment and supplies covered by this contract shall pass to Energy Northwest upon its final acceptance thereof, regardless of when or where Energy Northwest takes physical possession.

.2 Unless this Contract specifically provides otherwise, risk of loss for materials, equipment, and supplies shall remain with the Contractor until delivery at the destination specified in this Contract and acceptance by Energy Northwest.

.3 The risk of loss of or damage to supplies which do not conform to the specifications in the Contract Documents shall remain with the Contractor.

.4 The Contractor warrants that it has good and sufficient title to all Work, materials, free and clear of all liens, claims, security interests and encumbrances, upon application for payment or payment by Energy Northwest, whether such are incorporated into the Work or not. Final payment under this Contract shall not be due and payable until the Contractor has delivered to Energy Northwest:

- a. A complete release of all liens arising out of this Contract, or
- b. Certified copies of receipts in full covering all labor and materials for which a lien could be filed.

.5 The Contractor shall immediately pay and discharge, or shall provide security sufficient and satisfactory in itself to pay and discharge any obligation or alleged obligation that it or any of its employees, Subcontractors, suppliers or others may have with respect to which a lien or right of any kind is established, or is attempted to be established, upon or against work or real property of Energy Northwest upon which the work is situated.

GP-21 WARRANTY

.1 In addition to any rights provided by law or any other provisions of this Contract, the Contractor warrants that all materials, equipment or supplies furnished and all work performed under this Contract will be new, of the specified quality, not previously used (except as provided in the Contract Documents), free from faults and defects, free from faulty design, and of sufficient size and capacity

and of proper materials to meet in all respects the requirements of the Contract and the operating conditions specified.

.2 At no cost to Energy Northwest, the Contractor shall obtain for the benefit of Energy Northwest all standard warranties of subcontractors, suppliers and manufacturers of all materials, equipment or supplies manufactured, furnished or installed, or of work performed by them, and such warranties shall be in addition to the warranties set forth above. Original copies of these warranties shall be furnished to Energy Northwest. Contractor shall also furnish Energy Northwest with maintenance manuals and operating instructions for all equipment.

.3 Energy Northwest shall provide the Contractor a written notice within a reasonable time after discovery of any failure, defect or damage. The Contractor, at its own expense, shall promptly repair or replace all such materials, equipment or supplies, or work which fails to conform to the aforesaid warranties in any respect if such failure is discovered within one (1) year of acceptance. The warranty covering any part of the materials, equipment or supplies, or work that shall be repaired or replaced by the Contractor under the above conditions shall be reinstated for a period of one (1) year from and after said repair or replacement.

GP-22 ASSIGNMENT AND SET OFF

.1 Notwithstanding anything to the contrary in this Contract, Contractor shall not assign this Contract, or any part thereof, without prior written consent of Energy Northwest. The assignment by the Contractor of this Contract or any interest therein, or of any monies due or by reason of the terms hereof, without written consent of Energy Northwest, shall be void.

.2 Energy Northwest shall be entitled at any time to set-off against any amount payable to Contractor in connection with this Contract any amount owed or allegedly owed by the Contractor to Energy Northwest arising from any transaction between the Contractor and Energy Northwest.

.3 This Contract may be assigned by Energy Northwest in its entirety to another organization for project management purposes. All rights and responsibilities of Energy Northwest shall then vest in the organization to which this Contract is assigned. The Contractor shall prosecute the work as set forth herein without additional compensation or change to the period of performance as a result of this assignment. Any such assignment shall be evidenced by a unilateral modification to this Contract.

GP-23 SAFETY, HEALTH AND FIRE PROTECTION

.1 While performing on a Energy Northwest site, the contractor shall take all reasonable precautions in the performance of work under this Contract to protect the health and safety of employees and members of the public, and to minimize danger from all hazards to life and property, and shall comply with all site regulations of Energy Northwest.

.2 Contractor is an independent contractor, and is solely and completely responsible for conditions on the job site, including safety of all persons and property during the performance of the work. This requirement applies continuously and is not confined to normal working hours. This includes responsibility for safety precautions for the benefit of its own employees and employees of its subcontractors and representatives, and for safety precautions for the benefit of other site contractor employees in common work

areas, where applicable. The Contractor is solely responsible for complete, sufficient and competent supervision of its employees.

.3 Visits to the work site and observations by Energy Northwest shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract, and shall not relieve the Contractor of its full responsibility for all work means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the work and for all safety precautions incidental thereto.

.4 The required and/or implied duty of Energy Northwest to conduct any review of the Contractor's performance does not, and is not intended to, include review of the adequacy of the Contractor's safety measures in, on or near the Work site.

.5 In the event Contractor employees are injured while performing work at an Energy Northwest controlled site, Contractor shall promptly report all such injuries to the Energy Northwest Technical Representative. All reported injuries are subject to review by Energy Northwest senior management.

GP-24 TOBACCO CONSUMPTION/USE (MAR 1997)

Energy Northwest prohibits tobacco use including, but not limited to, inhaling, exhaling, or chewing any tobacco product or carrying any burning tobacco product, on Energy Northwest owned or controlled property. The Contractor, its employees and subcontractors shall comply with the following procedure (GIH 4.2.4). Failure to comply could result in suspension of work, removal from the site, and/or monetary fines.

.1 Tobacco use is not permitted in Energy Northwest owned or leased buildings, Energy Northwest vehicles, equipment or machinery.

.2 Tobacco use is not permitted in outdoor area, including but not limited to, entryways, parking lots and pathways.

.3 Tobacco use is not permitted in Contractor's, its employee's or subcontractor's vehicles while they are located on Energy Northwest property.

GP-25 ENVIRONMENTAL PROGRAM REQUIREMENTS (DEC 2004)

Energy Northwest has an Environmental Stewardship Policy that states Energy Northwest will be a responsible steward of the environment, protecting it for current and future generations. In support of this commitment, Energy Northwest expects its contractors and vendors to fully comply with all applicable Federal, State and local laws and conform with Energy Northwest environmental requirements. In performing work under this contract, the Contractor shall perform work in a manner that ensures adequate protection for Energy Northwest, Contractor and Subcontractor employees, the public, and the environment. The Contractor shall exercise a degree of care commensurate with the work and associated hazards. The Contractor shall ensure that environmental, safety, and health functions are an integral part of the Contractor's work planning and execution processes. Emphasis should be on designing the work and/or controls to reduce or eliminate hazards and to prevent accidents and unplanned releases or exposures. In the performance of the work, the Contractor shall ensure that:

1. Personnel possess the experience, knowledge, skills, and abilities necessary to discharge their responsibilities.

2. Before work is performed, associated hazards are evaluated and administrative and engineering controls are prepared to prevent and mitigate potential hazards.

If the Contractor causes or is responsible in any way for a spill or release of hazardous materials or petroleum products on Energy Northwest property, Contractor shall take appropriate and timely corrective action as directed by Energy Northwest. If the Contractor fails or refuses to correct the spill or release of hazardous materials or petroleum products on Energy Northwest property, Energy Northwest may perform, or cause to be performed, the necessary corrective work and unilaterally charge the Contractor for the cost thereof. Such charges shall be deducted from payments otherwise due the Contractor under this contract. The Contractor shall not be entitled to an extension of time, or additional cost or fee, or damages by reason of, or in connection with, any corrective action or any work stoppage caused by a spill or release of hazardous materials or petroleum products on Energy Northwest property.

The Contractor is responsible for Subcontractor compliance with the environmental requirements of this contract. The Contractor shall include a clause substantially the same as this clause in lower-tier subcontracts involving complex or hazardous work (including work that can potentially impact the environment). Such subcontracts shall provide for the right to stop work.

GP-26 RESTRICTIONS ON THE USE OF FORMER ENERGY NORTHWEST EMPLOYEES (DEC 2006)

The Contractor agrees not to utilize former Energy Northwest employees in the performance of work under this contract. Any exception to this provision must be approved in writing by the Contracting Officer. This provision does not apply to work supporting Columbia Generating Station scheduled or forced outages.

GP-27 RESTRICTIONS ON THE USE OF ENERGY NORTHWEST NAME, LOGO or SERVICE MARKS

The Contractor is strictly prohibited from using the name, logo or any service marks of Energy Northwest in any advertising or any communication in any medium whatsoever or in any other manner without the prior express written consent of Energy Northwest. Such requests shall be submitted to the Contracting Officer and shall be granted, if at all, at the sole discretion of Energy Northwest.

