

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AGREEMENT**

1. AGREEMENT NUMBER 23TP-12954	2. AGREEMENT EFFECTIVE FROM DATE IN BLOCK 4 UNTIL See Section 8 of the Division of Responsibilities Statement	3. AMENDMENT NO. -0-	4. EFFECTIVE DATE Same as Block #17
ISSUED TO		ISSUED BY	
5. ORGANIZATION AND ADDRESS Port of Longview ATTN: Dan Stahl, CEO 10 International Way Longview, WA 98632-1020		6. ORGANIZATION AND ADDRESS U.S. Department of Energy Bonneville Power Administration ATTN: Allison O'Donnell - TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666	
7. TECHNICAL CONTACT Lisa Hendriksen	PHONE NUMBER (360) 703-0207	8. TECHNICAL CONTACT Jeff Hurt	PHONE NUMBER (503) 230-5164
9. ADMINISTRATIVE CONTACT Jaime Thayer	PHONE NUMBER (360) 703-0223	10. ADMINISTRATIVE CONTACT Jay Largo	PHONE NUMBER (360) 619-6443

11. TITLE/BRIEF DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS AGREEMENT

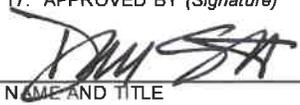
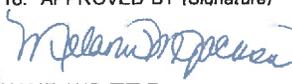
**DESIGN AND CONSTRUCTION ACTIVITIES FOR THE PORT OF LONGVIEW'S
LAND USE REVIEW REQUEST FOR THE MODIFICATION OF THE
BONNEVILLE POWER ADMINISTRATION'S CARDWELL-COWLITZ NO 1 115 KV LINE**

This Design and Construction Agreement (Agreement) between the Bonneville Power Administration (BPA) and Port of Longview (POL) provides for BPA, at POL's expense, to perform the design and construction activities necessary to modify BPA's Cardwell-Cowlitz No 1 115 kV line at structure 7/3, as well as between structures 7/6 and 7/7, to accommodate POL's proposed railroad track expansion project under Land Use Review Request Case No. 20220142.

Specific duties are defined in the attached Division of Responsibilities Statement.

The following documents are attached to and become a part of this Agreement:

- Division of Responsibilities Statement
- Financial Terms and Conditions Statement

12. AMOUNT TO BE PAID BY BPA \$-0-	13. AMOUNT TO BE PAID TO BPA \$211,000 (estimated)
14. SUBMIT SIGNED AGREEMENT TO U.S. Department of Energy Bonneville Power Administration ATTN: Allison O'Donnell - TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666	15. ACCOUNTING INFORMATION <i>(For BPA Use Only)</i>
	16. SUBMIT INVOICE TO <i>(Name and Address)</i> Same as Block #5 above.
PARTICIPANT	
17. APPROVED BY <i>(Signature)</i> 	DATE <i>(mm/dd/yyyy)</i> 18 July 23
NAME AND TITLE Dan Stahl, CEO	BPA
	18. APPROVED BY <i>(Signature)</i> 
	DATE <i>(mm/dd/yyyy)</i> Melanie M. Jackson 2023.06.15 09:04:45 -07'00'
	NAME AND TITLE Transmission Account Executive Transmission Sales

DIVISION OF RESPONSIBILITIES STATEMENT

BPA and POL hereby agree as follows:

1. DIVISION OF RESPONSIBILITIES

(a) BPA shall, at POL's expense:

- (1) Remove Cardwell-Cowlitz No 1 115 kV line suspension structures 7/6 and 7/7.
- (2) Build a new 100 foot 7/7 structure between the removed 7/6 and 7/7 structures.
- (3) Convert Cardwell-Cowlitz No 1 115 kV line structure 7/3 to a dead-end structure using existing wood poles and install new guy lines and x-braces.
- (4) Perform Drake conductor work between structures 7/3 and 7/8:
 - (A) Dead-end conductor both sides on structure 7/3 with new dead-end hardware.
 - (B) Provide and install new suspension hardware on structures 7/4 and 7/5. Existing insulators may be reused.
 - (C) Provide and install new suspension on structures 7/7 and 7/8. Existing insulators may be reused on structure 7/8.

(b) POL shall, at POL's expense:

Provide to BPA any information necessary to support the work described in Section 1(a) above.

2. OWNERSHIP, OPERATION AND MAINTENANCE

BPA shall, at BPA's expense own, operate and maintain all structures, hardware, and conductor installed in Section 1(a) above.

3. ENVIRONMENTAL COMPLIANCE

Upon execution of this Agreement the parties may proceed with all preliminary engineering and project management work. The performance of all construction work under this Agreement is contingent on BPA's completion of its environmental review process under the National Environmental Policy Act (NEPA), if applicable, as BPA shall determine. After completion of this process BPA will decide whether to proceed with the construction work and, if so, whether modifications to such work should be made based on the NEPA review. BPA reserves the right to choose any alternatives considered in the NEPA process, including the no-action alternative, and nothing in this Agreement shall be construed as obligating BPA to proceed with construction work under this Agreement or to allow POL to proceed with construction work under this Agreement before BPA has completed the NEPA

DIVISION OF RESPONSIBILITIES STATEMENT

review process and made a decision regarding how to proceed. If BPA decides that modifications to the construction work under this Agreement should be made, the parties shall modify their respective obligations under this Agreement to be consistent with such modifications.

4. UNCONTROLLABLE FORCES

The parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force, that prevents that party from performing its contractual obligations under this Agreement and which, by exercise of that party's reasonable care, diligence and foresight, such party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (a) strikes or work stoppage;
- (b) floods, earthquakes, fire, or other natural disasters; terrorist acts; epidemics, pandemics and
- (c) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a party from performing any of its obligations under this Agreement, such party shall: (1) immediately notify the other party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Section 5, Notices, below.

5. NOTICES

Any notice or other communication related to this Agreement shall be delivered in person, by email, First Class mail or overnight delivery service to the Technical or Administrative contact set forth above. Notices are effective on the date received.

6. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost or prospective profits or any special, punitive, exemplary, consequential, incidental or indirect losses or damages under this Agreement.

POL is solely responsible to BPA for damage to United States (BPA) property caused by POL, and its employees, contractors, and agents. POL is also solely responsible for any claims arising out of negligent conduct by its employees, contractors, and agents performing the work described in this Agreement on or at United States-owned (BPA-owned) real property, facilities, or equipment. Any claim for personal injury, death, or property damage against BPA (the United States) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171. POL and its contractors must carry general liability insurance in the amount of at least \$1 million for all performance under this Agreement, and the policy must name the United States/BPA as an additional insured.

7. PROJECT SCHEDULE

The estimated completion date for this project is April 30, 2024. BPA reserves the right to modify the project schedule by providing written notice to POL of the schedule change.

8. TERMINATION

This Agreement shall become effective upon execution by both parties and shall terminate upon full performance by both parties of their respective obligations set forth herein, but in no event shall the term of this Agreement exceed five years from its effective date.

FINANCIAL TERMS AND CONDITIONS STATEMENT

BPA's cost of performing the project at POL's expense shall be the actual cost of doing the work specified in this Agreement, plus an overhead rate of 22%, representing the indirect costs of performing the work plus the contractual support costs of contract negotiation, billing and accounting functions, and contract management.

POL hereby agrees to advance \$211,000, the estimated project cost, to BPA upon execution of this Agreement. Payments made to BPA shall be held in an account established for this Agreement.

If BPA needs additional funds to complete the work at any time during performance of the project, BPA may request, in writing, for POL to advance such additional funds to BPA for deposit in the account. POL shall advance such additional funds within 30 days of BPA's written request, and BPA may temporarily stop work until POL supplies the requested funds. If POL does not advance such additional funds by the due date or, if at any time before completion of the project POL elects to stop work under this Agreement, BPA has the right to cease all work and restore, as a cost to the project at POL's expense, government facilities and/or records to their condition prior to the beginning of work under this Agreement. BPA shall return to stock any reusable equipment and materials, as determined by BPA.

Within a reasonable time after completion of the project, or if this Agreement terminates because BPA has decided not to proceed after completing its environmental analysis, BPA shall make a full accounting to POL showing the actual costs charged against the account. BPA shall either remit any unexpended balance in the account to POL or bill for any costs in excess of the deposits in the account. POL shall pay any excess costs within 30 days of the invoice date (due date).

Payments not received by the due date will accrue interest on the amount due beginning the first calendar day after the due date to the date paid, at an annual interest rate equal to the higher of i) the prime rate (as reported in the Wall Street Journal in the first issue published during the month in which payment by POL is due) plus 4 percent; or ii) such prime rate multiplied by 1.5.