

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-015

Last Updated: 08/31/2026

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[THE HIGHLIGHTED TEXT WILL BE UPDATED AT CONTRACT AWARD]

This Statement of Work ("SOW") dated [MONTH DD, YYYY] (the "Effective Date"), is entered into between Portland General Electric Company ("PGE") and [Company Name] ("Contractor") pursuant to and subject to the terms and conditions of the Master Purchase Agreement for Services (the "Master Agreement") between PGE and the Contractor dated [MONTH DD, YYYY]. Capitalized terms used but not otherwise defined in this SOW will have the meanings ascribed to them in the Master Agreement. Each of PGE and the Contractor may be referred to herein as a "Party" or, if collectively, as the "Parties".

PROJECT TITLE: WECC Path Rating Process (the "Project") in support of the Warm Springs Power Pathway Transmission Line Upgrade (the "Warm Springs Power Pathway").

PROJECT LOCATION: The Project area spans the Warm Springs Reservation and portions of Jefferson, Wasco, and Marion counties in Oregon. The majority of Services are expected to be performed remotely.

1. ACRONYMS AND DEFINITIONS

Acronym	Definition
PGE	Portland General Electric Company
WECC	Western Electricity Coordinating Council
CTWS	Confederated Tribes of the Warm Springs
DOE	U.S. Department of Energy
GRIP	Grid Resilience and Innovation Partnerships
WSPWE	Warm Springs Power and Water Enterprises
BPA	Bonneville Power Administration
WOCS	West of Cascades South
FERC	Federal Energy Regulatory Commission
HB 2021	Oregon House Bill 2021
StS	WECC Studies Subcommittee
SOL / SOLs	System Operating Limit(s)
NTE	Not-to-Exceed
SOW	Statement of Work

2. PURPOSE, BACKGROUND AND OBJECTIVES

2.1. Purpose

The purpose of this SOW is to support completion of all analyses and coordination required under the Western Electricity Coordinating Council ("WECC") Path Rating Process.

2.2. Background

On October 18, 2023, to strengthen electric grid resilience and reliability, the Confederated Tribes of the Warm Springs ("CTWS") were selected to receive a \$250 million award from the U.S. Department of

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Energy ("DOE") under the Grid Resilience and Innovation Partnerships ("GRIP") Program. This award was formalized under Assistance Agreement No. DE-GD0000934 between DOE and Warm Springs Power and Water Enterprises ("WSPWE"), dated August 13, 2024 ("the Grant").

WSPWE, a wholly owned subsidiary of CTWS, administers the Grant. PGE is a subrecipient under a Subrecipient Agreement with WSPWE dated December 1, 2024.

Under the Grant, PGE in consultation with CTWS, WSPWE, and their affiliated entities plans to:

- Rebuild 88 miles of existing 230-kV transmission line to 500-kV (with fiber);
- Construct a new adjacent 500-kV transmission line (with fiber); and
- Rebuild 11 miles of 230-kV PGE transmission line to a double-circuit 230-kV (with fiber).

The Warm Springs Power Pathway is targeted for service by 2032.

The existing Bethel-Round Butte line and future upgrades will form part of BPA's West of Cascades South ("WOCS") flowgate, which is currently unrated and not used for scheduling. The WECC Path Rating Process will enable the formal rating of the WOCS path to support future transmission capacity and market participation.

A legacy agreement between BPA and PGE governs certain transmission rights associated with the Round Butte and Pelton projects. However, this agreement does not align with current transmission scheduling processes or Federal Energy Regulatory Commission ("FERC") jurisdictional requirements.

PGE, CTWS, WSPWE, and their affiliated entities are making significant capital investments to upgrade the Bethel-Round Butte corridor from a 230-kV line to a 500-kV line in support of Oregon's clean energy objectives, including House Bill 2021 ("HB 2021"). Absent corresponding transmission scheduling rights or recognized capacity on the WOCS path, the allocation of transmission capability would not reflect these investments.

The WECC Path Rating Process provides a mechanism to establish an official rating for the WOCS path. Completion of this process is intended to support increased path capability, enable transmission scheduling, allow PGE to secure capacity necessary to support its operations, and allow CTWS, WSPWE, and their affiliated entities to market their capacity rights under applicable FERC requirements.

BPA is expected to lead this effort, with PGE, CTWS, WSPWE, and their affiliated entities serving in support roles to help ensure that the requirements of WECC members related to the rating of the WOCS path are addressed.

2.3. Objectives

The objectives of this SOW are to:

1. Obtain an official WECC path rating for the WOCS path;
2. Ensure compliance with applicable WECC standards and guidance, including the WECC Studies Subcommittee (StS) Project Coordination, Path Rating, and Progress Report Processes guidance (July 2022);
3. Facilitate effective regional stakeholder coordination; and
4. Support PGE, CTWS, WSPWE, and their affiliated entities in securing transmission scheduling capability consistent with Project goals.

The Contractor shall perform Services necessary to support these objectives.

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3. SOW TERM

Initial Term Start and End Dates: [MM/DD/YYYY] to [MM/DD/YYYY]

This SOW becomes effective on the Effective Date and will remain in effect until the first anniversary of the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the Master Agreement.

PGE may, at its sole discretion, renew the Initial Term for up to three (3) additional Renewal Terms, each for a period of up to one (1) year.

PGE may exercise any Renewal Term by providing Contractor with at least sixty (60) days' prior written notice before expiration of the then-current Term. The Parties shall thereafter memorialize the Renewal Term through a Change Order executed in accordance with the Master Agreement.

4. SCOPE OF SERVICES

The Contractor shall perform all Services necessary to complete the WECC Path Rating Process and achieve the objectives set forth in Section 2.3, including execution of the tasks described in Section 5 and delivery of all work products specified in Section 9. PGE will coordinate and oversee the development of WECC Path Rating work products and ensure appropriate coordination with BPA.

The Services include, but are not limited to, the following:

4.1. Technical Analysis

- a. Perform all analyses required for WECC path ratings and System Operating Limits ("SOLs"), including, as necessary, to support BPA
- b. Apply applicable WECC standards and methodologies
- c. Analyze all relevant Project topology stages

4.2. Study Planning and Modeling

- a. Develop and maintain the Study Plan in consultation with BPA
- b. Build, validate, and manage study models and base cases as instructed by PGE
- c. Maintain study assumptions and supporting documentation

4.3. Stakeholder Coordination

- a. Coordinate with WECC, BPA, CTWS, WSPWE, and their affiliated entities, and other stakeholders in support of the Services, as further described in Section 5.
- b. Support technical discussions and incorporate stakeholder feedback into analyses in accordance with Section 5.

4.4. Study Material Management

- a. Maintain and distribute models, cases, and supporting documentation in an organized and controlled manner.

4.5. Reporting

- a. Prepare technical reports and supporting materials as specified in Section 9.

The Contractor may utilize subcontractors; however, the Contractor shall remain fully responsible for all Services and deliverables under this SOW.

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5. TASK EXECUTION

The Contractor shall perform the Services in a structured and controlled manner consistent with the WECC Path Rating Process and the approved Study Plan in consultation with BPA. All work shall be executed to ensure transparency, traceability, and reproducibility sufficient for independent technical review.

5.1. Study Setup and Model Validation

The Contractor shall perform the following activities:

a. Data Intake and Review

- Receive all system models, power flow cases, and supporting data provided by PGE (and BPA, as applicable).
- Review all inputs for completeness, usability, version consistency, and compatibility with study tools.
- Document all data received, including source, version, and date.

b. Data Validation

- Validate model integrity, including, at a minimum:
 - Network topology and connectivity
 - Transmission elements and associated ratings
 - Load, generation, and interchange assumptions
 - Perform quality checks sufficient to identify errors that could materially affect the study results.
- Document all validation procedures and findings.

c. Data Gaps and Resolution

- Maintain a Data Issues Log identifying all missing, inconsistent, or unclear data.
- Document all assumptions made to proceed with analysis in the absence of complete data.
- Submit formal data requests to PGE and BPA, as applicable, within three (3) business days of identifying the gap.
- Track status and resolution of each data request through closure.

d. Study Case Preparation

- Develop working study models for each defined Project topological stage.
- Ensure all study cases comply with the traceability requirements set forth in this Section 5.
- Maintain version control, including change logs documenting all updates to models and assumptions.

5.2. Study Planning and Base Case Development

The Contractor shall perform the following activities:

a. Study Plan Development

- Prepare a written Study Plan in coordination with BPA and consistent with:
 - WECC Philosophy and Principles for Transmission Path Rating Methods
 - WECC StS guidance (July 2022)
- The Study Plan shall, at a minimum, define:
 - Study objectives and scope
 - Analytical methodologies and tools

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- Performance criteria (including thermal, voltage, stability, and System Operating Limits (SOLs))
- Contingency selection criteria and screening process
- Transfer paths, directions, and study scenarios
- Key assumptions and limitations

b. Base Case Development

- Develop base cases for each study scenario and topological stage.
- Incorporate:
 - PGE and BPA system data
 - Project-specific assumptions
- Validate base cases to ensure they converge and are suitable for analysis.

c. Study Plan Review and Alignment

- Submit the Study Plan to PGE for review
- Present the Study Plan and respond to comments
- Revise the Study Plan as needed to address PGE and stakeholder feedback
- Proceed with analysis only after receiving PGE approval of the Study Plan

5.3. Technical Analysis (Initial and Iterative)

The Contractor shall perform the following activities:

- a. Perform all analyses required to determine path ratings and SOLs for each topological stage, in accordance with the approved Study Plan and in consultation with BPA.
- b. At a minimum, perform and document:
 - Thermal loading analyses under normal and contingency conditions
 - Voltage performance analyses
 - Stability analysis (as required by the Study Plan)
 - Identification of limiting elements and contingencies
- c. Quantify results for each scenario, including transfer limits and binding constraints.
- d. Perform iterative re-studies as required to resolve issues, incorporate updated data, or address stakeholder comments.
- e. Maintain full traceability of all analysis runs consistent with this Section 5.
- f. The Contractor shall perform analyses in an efficient manner that minimizes unnecessary rework. Re-analysis resulting from Contractor errors shall be addressed in accordance with Section 5.11 and shall not entitle the Contractor to additional compensation or schedule relief.

5.4. Reporting and Technical Documentation

The Contractor shall perform the following activities:

- a. Prepare all deliverables in accordance with Section 9.
- b. Ensure all reports include sufficient technical detail to:
 - Support conclusions and recommendations
 - Allow independent verification of results

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- c. Clearly document:
 - Inputs, assumptions, and methodologies
 - Study results and limitations
 - Any deviations from the approved Study Plan

5.5. Stakeholder Comment Management and Resolution

The Contractor shall perform the following activities:

- Maintain a Comment Log tracking all stakeholder comments received.
- For each comment, document:
 - Source and date
 - Description of the comment
 - Disposition (accepted, rejected, or partially accepted)
 - Resolution and supporting rationale
- Incorporate accepted comments into updated analyses and deliverables.
- Provide a comment resolution matrix with each draft and final report.

5.6. Project Management and Coordination

The Contractor shall perform all project management and coordination activities necessary to execute the Services in a controlled and transparent manner.

a. Project Work Plan

- Develop and maintain a detailed Work Plan identifying tasks, deliverables, dependencies, and responsibilities.

b. Schedule Management

- Maintain and update the Project Schedule in accordance with Section 5.9.

c. Budget / NTE Tracking

- Track actual hours and costs against the Not-to-Exceed (NTE) amount.
- Provide cost-to-complete estimates with each progress report.

d. Meetings and Coordination

- Plan, schedule, and facilitate all required meetings with PGE, CTWS, WSPWE, and their affiliated entities, BPA, and other stakeholders.
- Provide regular status updates, including progress, risks, and key decisions.
- Present preliminary and final results as requested.
- Coordinate with CTWS, WSPWE, and their affiliated entities as directed by PGE. PGE may invite such entities to meetings and share Project deliverables.
- Respond to stakeholder technical comments within three (3) business days unless otherwise agreed in writing.
- Schedule and conduct coordination meetings no less than biweekly unless otherwise directed by PGE.
- Failure to timely respond to stakeholder input that results in schedule delay shall be deemed a Contractor-caused delay.

e. Regional Coordination

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- Facilitate coordination with WECC and other regional stakeholders throughout the Path Rating Process.
- Document all stakeholder input and incorporate it into the analysis, as appropriate.

f. Risk Identification and Escalation

The Contractor shall promptly identify and communicate any risks that could impact:

- study results;
- schedule;
- stakeholder acceptance; or
- regulatory compliance.

Such risks shall be:

- documented in writing;
- communicated within three (3) business days of identification; and
- accompanied by mitigation recommendations.

5.7. Re-Study and Results Presentation

The Contractor shall:

- Perform additional analyses (re-studies) as required to address updated data, revised assumptions, or stakeholder comments.
- Ensure all re-studies are consistent with the approved Study Plan or documented revisions thereto.
- Present re-study results to PGE and stakeholders, including:
 - Updated path ratings
 - Changes from prior results
 - Technical justification for changes

5.8. Task and Deliverable Traceability

The Contractor shall ensure full traceability between tasks performed under this Section 5 and the deliverables specified in Section 9.

- a. All work products generated during task execution (including, but not limited to, study plans, data logs, model files, assumptions, and analysis results) shall be either:
 - (i) included within a deliverable; or
 - (ii) submitted as a standalone supporting deliverable.
- b. No task shall be considered complete unless the associated outputs are:
 - (i) documented in sufficient detail for independent technical review; and
 - (ii) submitted to PGE in accordance with Section 9.
- c. Upon request, Contractor shall demonstrate how each requirement in Section 5 is reflected in one or more deliverables.

5.9. Schedule Commitments and Milestones

- a. The Contractor shall perform the Services in accordance with a Project Schedule approved by PGE (the "Project Schedule").
- b. The Project Schedule shall include, at a minimum:
 - (i) all major tasks, deliverables, and milestones;

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- (ii) critical path activities; and
 - (iii) durations and dependencies.
- c. The Contractor shall meet all milestone and deliverable due dates. Failure to meet any milestone identified as critical in the approved Project Schedule shall constitute a material performance issue.
- d. The Contractor shall notify PGE in writing within five (5) business days of identifying any actual or potential delay to the Project Schedule, including:
 - (i) cause of delay;
 - (ii) impact on schedule; and
 - (iii) proposed mitigation plan.
- e. Repeated failure to meet schedule commitments may result in:
 - (i) withholding of payment; and/or
 - (ii) termination for default, in accordance with the Master Agreement.

5.10. Standard of Performance

The Contractor shall perform all Services:

- a. in accordance with applicable WECC standards and guidelines;
- b. using personnel with appropriate qualifications and experience;
- c. consistent with generally accepted industry practices for transmission planning and power system studies; and
- d. with the level of skill, care, and diligence expected of a nationally recognized firm performing similar services.

Failure to meet this standard shall constitute a breach of this SOW.

5.11. Responsibility for Errors

The Contractor shall be responsible for the accuracy and completeness of all analyses, models, and deliverables.

The Contractor shall, at its own cost, promptly correct any errors or omissions identified in its work, regardless of when discovered, that result from:

- (i) incorrect assumptions,
- (ii) improper application of methodologies, or
- (iii) failure to follow the approved Study Plan.

5.12. Scope Change Control

If Contractor believes that additional work requested constitutes a material change in scope, the Contractor shall:

- (a) notify PGE in writing before performing such work; and
- (b) provide a description of the impact on cost and schedule.

Contractor shall not be entitled to additional compensation unless authorized through a written Change Order.

5.13. Key Performance Indicators

PGE may monitor Contractor performance using the following indicators. These indicators are intended to support contract administration and do not modify the acceptance criteria, payment

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terms, or default provisions of the Agreement unless the Parties establish specific performance targets through a written Change Order.

- (a) adherence to schedule;
- (b) number of deliverable rejections or revisions required;
- (c) responsiveness to stakeholder comments;
- (d) accuracy and reproducibility of analysis results.

Failure to meet performance expectations under this SOW may be considered in evaluating Contractor performance.

5.14. Audit and Review Rights

PGE shall have the right, upon reasonable notice, to:

- (a) review Contractor's work processes, methodologies, and supporting calculations;
- (b) audit models, assumptions, and analysis files; and
- (c) request supporting documentation for any conclusions.

Contractor shall provide the requested materials within three (3) business days or, for a voluminous or technically complex request, within another reasonable period agreed to in writing by the Parties. Contractor shall provide readily available materials within the initial three-business-day period.

5.15. Support for WECC Path Rating Process

The Contractor shall support the WECC Path Rating Process in accordance with the requirements set forth in this Section 5. Failure to adequately support stakeholder review processes may constitute deficient performance.

5.16. Knowledge Transfer

The Contractor shall provide knowledge transfer to PGE personnel, including:

- (a) walkthroughs of models and assumptions;
- (b) explanation of methodologies and key results; and
- (c) training sessions as reasonably requested.

All materials necessary for independent use by PGE shall be provided prior to final deliverable acceptance.

6. RESOURCE PLAN

- 6.1 This SOW will be supported on a dedicated basis by the Key Persons identified in the Contractor Key Persons table below.
- 6.2 In the event a Key Person is removed, resigns, or is otherwise unable to continue performing Services under this SOW, the Contractor shall promptly notify the PGE Contract Administrator in writing and propose a qualified replacement for PGE's review and approval. PGE reserves the right to review and approve or reject the qualifications of any proposed replacement Key Person prior to that individual commencing work on the Project. PGE shall provide its approval or rejection of a proposed replacement within five (5) business days of receiving the Contractor's written proposal.
- 6.3 A **'Planned Departure'** is a Key Person departure that is known to the Contractor at least thirty (30) calendar days in advance of the Key Person's last day of work on the Project, including but not limited to voluntary

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resignation with notice, internal reassignment, retirement, or end of contract with an applicable staffing firm. The Contractor shall notify the PGE Contract Administrator in writing within two (2) business days of becoming aware of a Planned Departure.

- 6.4 An **"Unplanned Departure"** means a Key Person's departure or unavailability that occurs with less than thirty (30) calendar days' notice or that could not reasonably have been anticipated by the Contractor, including involuntary termination or an unexpected extended absence. The Contractor shall notify the PGE Contract Administrator in writing within one (1) business day of becoming aware of an Unplanned Departure. In the event of an Unplanned Departure, the replacement individual's time spent onboarding and becoming familiar with the Project during the initial two-week onboarding period shall be provided to PGE at no additional charge. Following the initial two-week onboarding period, the replacement individual's labor shall remain included within the compensation structure otherwise applicable to the Services being performed under this SOW.
- 6.5 The Contractor shall use commercially reasonable efforts to minimize any disruption to the Project schedule resulting from an Unplanned Departure.
- 6.6 **Dispute Resolution:** In the event of a dispute between the Parties as to whether a departure constitutes a Planned Departure or an Unplanned Departure, the Parties shall attempt to resolve the dispute in good faith within five (5) business days. If the Parties are unable to resolve the dispute within that period, the matter shall be escalated in accordance with the Escalation Process described in Section 8.
- 6.7 The Contractor may not delegate or reassign a Key Person's work without PGE's prior written approval.

6.8 Contractor Key Persons

[The table below will be detailed at Contract Award].

Contractor Key Persons	Primary Role Description	Quantity	Name

7. DATA EXCHANGE

To fulfill the requirements of the Services outlined in this SOW, both Parties will exchange the data specified below as necessary.

7.1. PGE Data

PGE shall provide the following data, to the extent available, in formats reasonably suitable for use in the Services:

a. Power Flow Models and Case Data

- Base cases, system models, and all associated files required to perform path rating studies
- Supporting model documentation describing assumptions, system topology, and operating conditions

b. Transmission Facilities Ratings Data

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- Equipment ratings, including thermal limits, voltage limits, and any other applicable facility constraints

c. Analysis Methodology Requirements

- Applicable analysis methodologies, including any PGE-specific criteria, standards, or constraints to be incorporated into the study

7.2. BPA Data

PGE will use commercially reasonable efforts to coordinate with BPA regarding the provision of the following data, to the extent available. Contractor acknowledges that BPA is not a party to this SOW and that PGE does not guarantee the availability, completeness, or timing of BPA-provided data.

a. Power Flow Models and Case Data

- Power flow case data, including all relevant system models and associated files necessary to support path rating analyses

b. Transmission Facilities Ratings Data

- Transmission system facilities ratings, including thermal limits, voltage limits, and any other applicable equipment constraints

c. Analysis Methodology Requirements

- Applicable analysis methodologies, including any BPA-specific criteria, standards, or constraints to be incorporated into the study

7.3. Contractor Data

[To be updated at Contract Award]

7.4. Data Dependency Clarification

The Contractor shall manage all data gaps, deficiencies, and assumptions in accordance with the Data Issues Log requirements in Section 5.1, Study Setup and Model Validation.

The Contractor shall proceed using reasonable engineering assumptions where appropriate and document such assumptions in the Data Issues Log. Assumptions that materially impact study results shall be identified to PGE for review.

PGE may require re-analysis if assumptions are later determined to be inappropriate.

8. ESCALATION PROCESS AND MATRIX

8.1. Escalation Process

PGE and the Contractor shall maintain ongoing communications and attend or participate in meetings during PGE's normal business hours, at times mutually acceptable to the Parties, for the duration of this SOW. In the event of a disagreement between the Parties, before initiating a formal dispute resolution process as provided for in the Master Agreement, the Parties agree to follow the escalation process:

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- **Step 1 - Level 1 Escalation:** If a Party encounters an issue that cannot be resolved by the day-to-day Project team, the issue shall be documented and escalated to the Level 1 representatives identified in the Escalation Matrix below, along with a requested resolution date.
- **Step 2 - Level 2 Escalation:** If the issue remains unresolved by the later of a) the requested resolution date, or b) the end of the eighth (8th) business day from the date the issue was first brought to the attention of the Level 1 representatives, the issue shall be escalated to the Parties' respective Level 2 representatives identified in the Escalation Matrix.
- **Step 3 - Level 3 Escalation:** If the issue remains unresolved by the end of the ninth (9th) business day from the date the issue was first brought to the attention of the Level 2 representatives, the issue shall be escalated to the Parties' respective Level 3 representatives identified in the Escalation Matrix.

Nothing in this Section 8 restricts either Party from exercising any rights and remedies available to it under the Master Agreement or by law.

8.2. Escalation Matrix

[The table below will be updated at Contract Award]

Level	PGE			Contractor		
	Name	Designation	Contact Details	Name	Designation	Contact Details
Level 1						
Level 2						
Level 3						

9. DELIVERABLES AND ACCEPTANCE CRITERIA

- 9.1 The Contractor shall provide the deliverables described in the table below. All deliverables shall include sufficient supporting materials to enable independent verification of results, consistent with the traceability requirements in Section 5.8.

#	Deliverable	Description	Deliverable Due Date
1	Draft Comprehensive Project Report(s)	Draft report(s) for each topological stage documenting initial path rating analyses. Each report shall, at a minimum: • identify study scope and assumptions; • describe models and case inputs used (including version and date); • document methodology applied; • present quantified results (e.g., path ratings under each scenario, limiting elements, contingency impacts); and • clearly identify data gaps, uncertainties, and issues requiring stakeholder input. Reports must be sufficiently complete to enable technical review and comment by PGE and BPA.	[To be detailed at Contract Award]

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		Each report shall be supported by underlying models, data, and analysis files sufficient to independently reproduce results.	
2	Comprehensive Progress Report(s)	Interim report(s) submitted at regular intervals (no less than monthly unless otherwise agreed). Each report shall: • summarize work completed during the reporting period; • quantify progress against the agreed schedule (e.g., % of cases completed vs. planned); • identify preliminary findings with supporting data; • list all open items, risks, and issues, including responsible party and target resolution date; and • describe planned work for the next reporting period.	[To be detailed at Contract Award]
3	Final Comprehensive Project Report(s)	Final report(s) for each topological stage incorporating all resolved stakeholder comments. Each report shall: • include all required elements of the draft report; • provide final validated path ratings with supporting analysis; • document all assumptions, methodologies, and deviations from initial approach; • include a comment resolution matrix documenting all stakeholder feedback and dispositions; • provide clear conclusions and recommendations suitable for decision-making and regulatory or operational use; and • be supported by underlying models, data, and analysis files sufficient to independently reproduce results.	[To be detailed at Contract Award]
4	Joint Meeting Agendas and Minutes (PGE, BPA, CTWS, WSPWE, and Affiliated Entities)	For all joint meetings: Agendas shall include meeting objectives, topics, required attendees, and supporting materials, and be distributed no later than three (3) business days prior to each meeting. Minutes shall include attendees, decisions made, action items (with assigned owner and due date), and key discussion points, and be distributed no later than three (3) business days after each meeting.	Agenda: ≥ three (3) business days before meeting Minutes: ≤ three (3) business days after meeting

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5	Regional Coordination Meetings Agendas and Minutes	For all regional coordination meetings: Agendas shall include objectives, technical topics, and materials, and be distributed no later than three (3) business days prior to each meeting. Minutes shall include participating entities, technical positions discussed, agreements reached, and action items (with owner and due dates), and be distributed no later than three (3) business days after each meeting. Contractor shall also track and maintain a consolidated log of regional feedback and how it is incorporated into the study.	
6	Study Plan	A complete Study Plan prepared in accordance with Section 5.2, including: (i) study scope and objectives; (ii) methodology and tools; (iii) performance criteria; (iv) contingency definitions; (v) transfer paths and scenarios; (vi) assumptions and limitations Must be submitted for PGE approval. Contractor shall not proceed with full technical analysis until written approval is received.	[To be detailed at Contract Award]
7	Data Issues and Assumptions Log	The Data Issues Log maintained in accordance with Sections 5.1 and 7.4, including all identified data gaps, assumptions, status of data requests, and resolution tracking. The Data Issues Log shall be updated and submitted with each Progress Report and included in final documentation.	[To be detailed at Contract Award]
8	Base Case and Model Package	All study models and base cases developed under Sections 5.1 and 5.2, including: (i) power flow cases for each topology and scenario; (ii) model input data; (iii) version control logs; (iv) change logs documenting all updates. Models must be runnable and reproducible by PGE using provided documentation.	[To be detailed at Contract Award]
9	Comment Resolution Log	A standalone log of all stakeholder comments, including: (i) comment source and date; (ii) description; (iii) disposition (accepted, rejected, partially accepted);	[To be detailed at Contract Award]

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#	Deliverable	Description	Deliverable Due Date
		(iv) resolution and technical justification. Must be submitted with each draft and final report and maintained in a consolidated format.	

- 9.2 Upon completion of a deliverable, the Contractor shall provide notice and evidence of completion to the PGE Contract Administrator. Upon receipt of such notice, the PGE Contract Administrator shall have ten (10) business days in which to either accept or reject the deliverable.
- 9.3 If PGE accepts the deliverable, it will be deemed complete. If PGE rejects the deliverable, PGE shall do so in writing with a reasonably detailed explanation for such rejection. The Contractor shall correct and resubmit the deliverable to PGE within ten (10) business days of receipt of PGE's written rejection notice, unless the Parties mutually agree in writing to an alternative timeframe based on the complexity of the required corrections.
- 9.4 If PGE fails to either accept or reject the submitted deliverable within ten (10) business days, the deliverable shall not be deemed accepted; however, the Contractor may request written status from PGE. If PGE requests additional time to accept or reject a deliverable, the Contractor shall not unreasonably withhold agreement to a reasonable request for additional review time; provided, however, that if the additional review time materially and negatively impacts the Contractor's ability to complete another deliverable, the Contractor shall be entitled to request a reasonable extension of the affected deliverable deadline and/or receive an appropriate Change Order to account for the additional time required. No deliverable shall be deemed accepted without affirmative written acceptance from PGE.
- 9.5 If the deliverable approval process creates a schedule risk for the Project, the Contractor shall utilize the Escalation Process identified in Section 8 of the SOW.

9.6 Technical Acceptance Criteria

All technical deliverables must meet the following minimum requirements:

- Conformance with the approved Study Plan and any approved revisions;
- Application of WECC Path Rating methodologies and applicable standards;
- Inclusion of all required study scenarios, contingencies, and performance criteria;
- Clear identification of limiting elements and constraints;
- Consistency with Section 5 traceability and documentation requirements;
- Internal consistency between assumptions, methodology, and results.

Failure to meet these criteria shall constitute grounds for rejection under Section 9.3.

9.7 Deficient Deliverables and Rework

- A deliverable shall be deemed deficient if it:
 - fails to meet the requirements of this SOW;
 - contains material errors or omissions; or
 - is not consistent with industry standards or WECC requirements.
- The Contractor shall promptly correct all deficiencies at no additional cost to PGE to the extent the deficiencies result from Contractor's failure to comply with this SOW. Errors and omissions addressed by Section 5.11 remain subject to the requirements of that Section.

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- c. If the Contractor fails to correct a rejected deliverable within the required timeframe, PGE may:
 - (i) perform or procure the correction from a third party; and
 - (ii) recover associated costs from amounts otherwise payable to Contractor.

9.8 Deliverable Certification

Each final deliverable shall include a written certification from Contractor stating that:

- a. the deliverable is complete and accurate to the best of Contractor's knowledge;
- b. all analyses were performed in accordance with this SOW; and
- c. all assumptions and limitations have been fully disclosed.

9.9 Deliverable Format and Compatibility

All models, data files, and analysis outputs shall:

- (a) be provided in industry-standard formats compatible with PGE's tools;
- (b) include all necessary input files, libraries, and dependencies;
- (c) follow naming conventions approved by PGE; and
- (d) be organized in a structured directory format.

Failure to meet these requirements shall constitute a deficient deliverable.

10. BASIS OF PAYMENT

- 10.1 Contractor shall be compensated on a time-and-materials basis using the applicable blended hourly rates set forth in the executed Annex B, Basis of Payment, subject to the contractual Not-to-Exceed ("NTE") Amount. Annex B will be incorporated into this SOW at Contract award and will constitute Attachment I. Under no circumstances shall total compensation exceed the NTE Amount without prior written authorization from PGE. Payment is contingent upon PGE's acceptance of deliverables in accordance with Section 9.
- 10.2 Billable time is limited to hours actually and directly worked on the Project. Time not worked (including, but not limited to, vacation, holidays, sick leave, administrative overhead, or general training) is not billable.
- 10.3 Labor rates are fully burdened and include all costs of compensation, including wages, benefits, overhead, general and administrative expenses, and profit. No additional markups or charges shall apply to labor.
- 10.4 Contractor shall provide written notice to PGE upon reaching seventy-five percent (75%) of the NTE amount, including a current cost-to-complete estimate. Contractor shall not incur costs in excess of the NTE amount without prior written approval from PGE.
- 10.5 PGE shall reimburse only those out-of-pocket expenses that are (i) pre-approved in writing by PGE, (ii) reasonable and directly related to the Project, and (iii) supported by itemized receipts. All such expenses shall be billed at actual cost without markup.
- 10.6 Contractor shall staff and manage the Project in an efficient and cost-effective manner consistent with the agreed Resource Plan. PGE reserves the right to review staffing levels and request reasonable adjustments to personnel assignments or labor mix to manage costs. Contractor shall comply with such requests unless it can demonstrate that doing so would materially impact schedule or deliverables.

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10.7 Payment Withholding

PGE may withhold the portion of an invoice reasonably attributable to incomplete or deficient Services, missed milestones, or noncompliance with reporting or documentation requirements. PGE will pay undisputed amounts for Services properly performed and accepted, subject to the other terms of the Agreement.

11. INVOICE INSTRUCTIONS

- 11.1 Contractor shall submit invoices on a monthly basis. Each invoice shall be delivered to the PGE Contract Administrator and to GID05CTWSInvoices@pgn.com.
- 11.2 Each invoice must include, at a minimum, the following information:
- Contract number
 - Invoice period (start and end dates)
 - Task Category (as defined in Attachment I)
 - Name and role of each individual performing work
 - Hours worked by each individual, by Task Category
 - Applicable billing rate per Task Category
 - Extended amount (hours × rate) per line item
 - Total amount for the invoice period
 - Cumulative hours and total spend to date
 - Remaining balance against the NTE amount
 - Description of work performed during the billing period, mapped to Task Categories and deliverables
 - Pre-approved expenses (if any), with itemized receipts and proof of approval
- 11.3 Contractor shall maintain complete and accurate timesheets and supporting documentation, including daily time entries describing work performed. Such records shall be retained and provided to PGE within three (3) business days of request.
- 11.4 PGE may reject or withhold payment of any invoice that is incomplete, inaccurate, not supported by required documentation, or not in compliance with this SOW. Contractor shall promptly correct and resubmit any rejected invoice.

11.5 Invoice Disputes

PGE may dispute any invoice within ninety (90) days of receipt, including after initial review, if inaccuracies or non-compliance with this SOW are identified. Contractor shall promptly cooperate with PGE to investigate and resolve any disputed amounts.

12. CONTRACT ADMINISTRATOR

- 12.1. The Contract Administrator listed below is designated by PGE to act on PGE's behalf and make day-to-day decisions regarding the administration of this SOW. The Contract Administrator does not have the authority to make decisions that alter the terms and conditions, milestones, or deliverables of this SOW. Any such modifications must be made through a Change Order signed by authorized representatives of both Parties.
- 12.2. Contract Administrator Name: [To be detailed at contract award]

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ATTACHMENT I - BASIS OF PAYMENT

The executed Annex B, Basis of Payment, is incorporated into this SOW by reference and constitutes Attachment I at Contract award.