

## ANNEX A - STATEMENT OF WORK

**Solicitation Number:** PGE01-GID05-SH-019

Last Updated: 10/16/2026

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**[THE HIGHLIGHTED TEXT BELOW WILL BE UPDATED AT CONTRACT AWARD]**

**PROJECT TITLE:** Substation Transformers for the Warm Springs Power Pathway (the "Project")

This Statement of Work ("SOW"), Contract No. [Insert Contract Number], dated [MM/DD/YYYY] (the "Effective Date"), is entered into by and 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 Goods and Services (the "Master Agreement") between PGE and Contractor dated [MM/DD/YYYY].

Capitalized terms used but not defined in this SOW have the meanings ascribed to them in the Master Agreement. PGE and Contractor may each be referred to as a "Party" and collectively as the "Parties."

Appendix 1 and Appendix 2 are attached to, incorporated into, and form an integral part of this SOW. Unless the context expressly indicates otherwise, a reference to "this SOW" includes Appendix 1 and Appendix 2.

Requirements in this SOW directing Contractor to provide information or pricing in its proposal apply during the solicitation process. Before Contract execution, PGE will revise or complete the applicable provisions to identify the accepted Proposal commitments, optional services, accepted technical deviations, subcontractors, pricing, and other items expressly accepted and incorporated into the Contract. Proposal content not expressly identified and incorporated into the executed Contract is not part of the Contract.

### DEFINITIONS

As used in this SOW, the following terms have the meanings set forth below:

**"Acceptance"** means PGE's written determination that a Deliverable complies with the applicable requirements of the Contract. Acceptance of one Deliverable does not constitute acceptance of any other Deliverable.

**"Appendix 1"** means PGE Specification SDS-M010, which is attached to, incorporated into, and forms an integral part of this SOW.

**"Appendix 2"** means PGE Specification SDS-M011, which is attached to, incorporated into, and forms an integral part of this SOW.

**"Approved Design Documents"** means Contractor's drawings, calculations, specifications, procedures, data sheets, and other design documents that PGE has expressly approved in writing in accordance with Section 7.2. Approved Design Documents include only the documents and revisions specifically identified in PGE's written approval. A document returned with comments, conditionally approved, approved as noted, or otherwise requiring revision is not an Approved Design Document unless PGE's written response expressly authorizes Contractor to proceed with the affected work subject to the stated comments or conditions.

**"Approved Spare Parts"** means only those spare parts that PGE has expressly elected to purchase through the executed Contract or a fully executed Change Order and that are identified by description, part number or other unique identifier, quantity, unit price, extended price, applicable payment milestones, required supporting documentation, Delivery Date, and applicable title and risk-of-loss provisions.

**"Approved Spare Parts Price"** means the total price allocated in the executed Contract or an applicable Change Order to the Approved Spare Parts.

**"Base Equipment Price"** means the portion of the Contract Price allocated to the Base Transformers and all Services and Deliverables included in the base scope, including offloading, lifting, rigging, positioning, and setting each Base Transformer on its designated pad, but excluding Approved Spare Parts, Field Services and Commissioning Support charges separately identified in the Contract, and separately reimbursable delivery costs under Section 16.4.

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**"Base Transformers"** means the four (4) single-phase 500/230-kV, 433-MVA Transformers included in Contractor's initial scope of work and the Contract Price.

**"Commissioning"** means the activities necessary to verify that a Transformer has been properly assembled, inspected, tested, and prepared for energization and operation in accordance with this SOW, Approved Design Documents, and applicable industry standards.

**"Contract"** means the Master Agreement, this SOW, **including Appendix 1 and Appendix 2**, the portions of Contractor's proposal expressly identified and incorporated into the executed Contract, and any fully executed Change Orders. Contractor's proposal is not incorporated into the Contract except to the extent expressly identified in the executed Contract.

If an expressly incorporated portion of Contractor's proposal conflicts with the Master Agreement, this SOW, an appendix, or a fully executed Change Order, the other Contract documents shall control in accordance with the order of precedence established in the Master Agreement. No technical deviation, proposal commitment, or other Proposal provision is incorporated into or modifies the Contract unless expressly identified and incorporated into the executed Contract. Nothing in this provision permits modification of the Master Agreement except through a fully executed amendment authorized under the Master Agreement.

**"Contract Price"** means the total compensation payable to Contractor under this SOW, including the Base Equipment Price, Approved Spare Parts Price, Field Services and Commissioning Support charges, and approved reimbursable delivery costs under Section 16.4, as adjusted only by the one-time 2030 price increase, if expressly accepted by PGE and incorporated into the executed Contract, or through a fully executed Change Order.

**"Critical Subcontractor"** means a subcontractor or supplier responsible for the design, engineering, manufacture, assembly, inspection, testing, or supply of a component, material, or Service whose failure or nonconformance could materially affect a Transformer's safety, electrical performance, reliability, interchangeability, service life, delivery schedule, or compliance with the Contract.

**"Deliverable"** means any equipment, drawing, document, report, certification, test result, plan, manual, service, or other item Contractor is required to provide under the Contract.

**"Delivery Date"** means the binding date by which Contractor must deliver the applicable Transformer to the Delivery Location. The Delivery Dates for the Base Transformers shall be established in the PGE-approved baseline schedule in accordance with Section 8.1. The Delivery Date for an Optional Transformer shall be established in the applicable Change Order.

**"Delivery Location"** means Lambert Substation, 13001 Schmidt Road SE, Sublimity, Oregon 97385, or another location designated through a Change Order.

**"Factory Acceptance Testing" or "FAT"** means the inspections, tests, and related activities performed at Contractor's or the manufacturer's facility before shipment to demonstrate compliance with this SOW, applicable IEEE standards, and Approved Design Documents.

**"Field Services"** means the on-site technical observation, consultation, equipment-specific guidance, testing assistance, and Commissioning Support expressly assigned to Contractor under this SOW. Field Services do not include physical installation or construction craft labor unless expressly identified as Contractor's responsibility in this SOW. Except for offloading, lifting, rigging, positioning, and setting each Transformer on its designated pad, Contractor's Field Services do not include directing or controlling the means, methods, personnel, safety, testing, or Commissioning activities performed by PGE or PGE's third-party contractor.

**"Final Acceptance"** means PGE's written acceptance of a Transformer following satisfaction of all applicable FAT, delivery, inspection, documentation, Field Services, Commissioning Support, corrective-action, and closeout requirements identified in the Contract. Final Acceptance may occur separately for each Transformer.

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**"Final Closeout Package"** means the applicable post-shipment and closeout submittals required by Section 15.2, together with the documentation required by Deliverable 8 in Section 7.1.

**"Optional Transformers"** means up to four (4) additional single-phase 500/230-kV, 433-MVA Transformers that PGE may purchase through a fully executed Change Order.

**"Project"** means the substation transformer procurement and related facilities associated with the Warm Springs Power Pathway Project, as further described in Section 1.2.

**"Transformer"** means each Base Transformer and each Optional Transformer incorporated into the Contract through a fully executed Change Order, including its components, accessories, documentation, and associated equipment.

**"Warranty Period"** has the meaning stated in Section 14.2.

### 1. Purpose, Background, and SOW Objectives

#### 1.1. Purpose

PGE hereby purchases, and Contractor shall engineer, design, manufacture, factory test, package, transport, and deliver, four (4) single-phase 500/230-kV, 433-MVA Base Transformers for Lambert Substation in accordance with this SOW.

PGE may, but is not obligated to, purchase up to four (4) Optional Transformers. An Optional Transformer is excluded from Contractor's authorized scope of work and the Contract Price unless incorporated into the Contract through a fully executed Change Order. Contractor shall not perform work or incur costs for an Optional Transformer before execution of the applicable Change Order.

Contractor shall provide the manufacturer-specific drawings, calculations, test reports, manuals, certifications, Field Services, technical observation and equipment-specific guidance during installation, and Commissioning Support expressly required by this SOW.

#### 1.2. Background

On October 18, 2023, to strengthen electric grid resilience and reliability, the Confederated Tribes of the Warm Springs ("CTWS") was selected to receive a \$250 million award from the U.S. Department of 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); 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 433-MVA rating and certain critical technical characteristics of the Transformers were selected with input from Bonneville Power Administration ("BPA") to align with recent regional transformer procurements and support potential interchangeability of spare transformers. PGE does not currently have a formal spare-transformer-sharing agreement with BPA or another utility.

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### **1.3. SOW Objectives**

PGE's firm purchase commitment consists of four (4) Base Transformers for Transformer Bank ZVJ1/2/3 at Lambert Substation in support of the associated 500-kV transmission-line upgrade. The Base Transformers shall consist of three (3) operating Transformers and one (1) spare Transformer.

PGE may also elect to purchase up to four (4) Optional Transformers.

The spare Base Transformer shall be fully interchangeable with the three (3) operating Base Transformers.

If PGE purchases all four (4) Optional Transformers, the Optional Transformers shall consist of three (3) operating Transformers and one (1) spare Transformer for Transformer Bank ZVJ4/5/6. The spare Optional Transformer shall be fully interchangeable with the three (3) operating Optional Transformers. If PGE purchases fewer than four (4) Optional Transformers, the applicable Change Order shall establish the resulting configuration.

The applicable Change Order shall establish the quantity, configuration, interchangeability requirements, price, schedule, payment milestones, and other requirements applicable to the Optional Transformers.

PGE's decision not to purchase any Optional Transformer shall not constitute a termination, cancellation, or reduction in Contractor's scope and shall not entitle Contractor to payment or other compensation.

Contractor shall perform the Services and provide the Deliverables required by this SOW.

## **2. SOW Term**

This SOW shall become effective on the Effective Date and shall continue through August 31, 2031, unless completed or terminated earlier in accordance with the Contract or extended through a Change Order.

Contractor shall complete all Services and Deliverables required for delivery, Field Services, Commissioning Support, correction of nonconforming work, Final Acceptance, and closeout no later than August 31, 2031.

## **3. Scope of Services**

### **3.1. General Scope**

Contractor shall furnish all manufacturer-specific engineering, detailed design, labor, supervision, materials, components, equipment, tools, facilities, manufacturing, testing, packaging, transportation, documentation, and other resources necessary to provide the Base Transformers and any Optional Transformers incorporated into the Contract through a fully executed Change Order, and to perform the Services assigned to Contractor under this SOW. Contractor's engineering and design responsibilities shall implement and comply with the PGE-developed requirements contained in this SOW and shall not include development or modification of PGE's technical specifications unless expressly authorized in writing by PGE.

Contractor's scope includes:

- a) Manufacturer-specific engineering and detailed design necessary to manufacture, factory test, deliver, offload, and set the Transformers on their designated pads, and to provide the required technical support during installation, field testing, energization, and Commissioning, in accordance with the PGE-developed specifications;
- b) Drawing and calculation development;

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- c) Procurement of materials and components;
- d) Manufacturing and assembly at the factory;
- e) Quality assurance and quality control;
- f) FAT and all required factory inspection and tests;
- g) Preparation and submission of all required documentation;
- h) Packaging, preservation, and transportation;
- i) Delivery and offloading in accordance with Section 10;
- j) Field technical observation, equipment-specific guidance, and Commissioning Support;
- k) Correction of Contractor-caused defects and nonconformities;
- l) Warranty support; and
- m) All other Services and Deliverables expressly required by this SOW.

Contractor remains responsible for the adequacy, accuracy, completeness, coordination, and compliance of its design, manufacturing, testing, documentation, and Services.

### **3.2. Field Services**

Contractor shall provide a field service technician who is certified or otherwise formally authorized by the Transformer manufacturer to perform the Field Services required under this SOW. The technician shall have documented training and prior experience providing technical observation, equipment-specific installation guidance, technical support, or Commissioning Support for Transformers of comparable voltage class, capacity, and technical complexity. Contractor shall submit documentation of the technician's qualifications, applicable certifications or manufacturer authorization, and relevant project experience demonstrating compliance with these requirements to PGE before the technician performs Field Services.

Contractor shall be responsible for offloading, lifting, rigging, positioning, and setting each Transformer on its designated pad in accordance with Section 10.2. The field service technician shall provide technical observation and supervision of those activities when performed by Contractor or Contractor's subcontractor.

For the following activities performed by PGE or PGE's third-party contractor, the field service technician shall provide technical observation, manufacturer procedures, equipment-specific guidance, consultation, and technical support, as applicable:

- Unpacking and inspection of components;
- Investigation of transit damage or installation-related concerns;
- Assembly of radiators, bushings, conservator tanks, fans, surge arresters, oil-monitoring equipment, and other components;
- Oil filling, oil processing, and fluid-handling activities;
- Installation of accessories, controls, grounding systems, and external electrical connections;
- Field testing, inspection, energization, and Commissioning activities; and
- Technical coordination concerning installation activities affecting the Transformers.

Contractor shall not direct or control the means, methods, personnel, safety, testing, or Commissioning activities performed by PGE or PGE's third-party contractor. With respect to PGE's on-site field testing, Contractor shall not establish PGE's testing requirements, direct the performance of the tests, or approve, accept, or determine the adequacy of PGE's test results. Contractor may provide the manufacturer's standard test procedures, equipment-specific technical information, and technical support expressly required by the Contract.

Contractor's offloading, lifting, rigging, positioning, and setting of each Transformer on its designated pad shall be included in the Base Equipment Price. Contractor's technical observation, equipment-specific guidance, consultation, and support during field assembly, field testing, and Commissioning shall be separately identified as Field Services and paid in accordance with Milestone 5.

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### 3.3. Responsibility Matrix

The responsibilities for field activities are allocated as follows:

| Activity                                                                    | Contractor                                                                                                                                                                                                                                           | PGE or PGE's Third-Party Contractor                                                                                |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Factory assembly and testing                                                | Perform                                                                                                                                                                                                                                              | Review or witness, at PGE's election                                                                               |
| Packaging and transportation                                                | Perform                                                                                                                                                                                                                                              | Coordinate site access                                                                                             |
| Transportation permits and routing                                          | Perform                                                                                                                                                                                                                                              | Provide reasonably requested site information                                                                      |
| Unloading                                                                   | Perform                                                                                                                                                                                                                                              | None                                                                                                               |
| Lifting, rigging, and positioning                                           | Perform                                                                                                                                                                                                                                              | None                                                                                                               |
| Placement on foundation or pad                                              | Perform and provide technical supervision                                                                                                                                                                                                            | None                                                                                                               |
| Physical component assembly                                                 | Provide technical observation, manufacturer procedures, equipment-specific guidance, consultation, and technical support.                                                                                                                            | Perform                                                                                                            |
| Oil filling and processing                                                  | Provide technical observation, manufacturer procedures, equipment-specific guidance, consultation, and technical support. Identify observed conditions that may affect the Transformer, but do not direct the work or approve or accept the results. | Perform                                                                                                            |
| Installation of radiators, bushings, fans, surge arresters, and accessories | Provide technical observation, manufacturer procedures, equipment-specific guidance, consultation, and technical support.                                                                                                                            | Perform                                                                                                            |
| Grounding and external electrical connections                               | Provide manufacturer requirements, equipment-specific guidance, technical observation, consultation, and technical support.                                                                                                                          | Perform                                                                                                            |
| Field testing                                                               | Contractor shall not perform, direct, or establish the requirements for PGE's on-site field testing and shall not approve, accept, or determine the                                                                                                  | Establish the field-testing requirements and direct and perform the required field tests. Review and determine the |

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| Activity                                     | Contractor                                                                                                                                                                                                                                                                                                                                                                                                                 | PGE or PGE's Third-Party Contractor                                                                                                                                                          |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                              | adequacy of PGE's field-test results. Contractor shall provide only the manufacturer's standard test procedures, equipment-specific technical information, technical observation, consultation, and technical support expressly required by the Contract. Any Contractor-performed field testing requires a fully executed Change Order.                                                                                   | adequacy and acceptability of the field-test results.                                                                                                                                        |
| Commissioning                                | Provide technical observation, consultation, manufacturer procedures, equipment-specific guidance, and technical support during Commissioning as expressly required by the Contract. Contractor shall not develop PGE's Commissioning activity list, establish PGE's testing requirements, direct PGE's Commissioning activities, or approve, accept, or determine the adequacy of PGE's testing or Commissioning results. | Establish the Commissioning requirements and direct and perform the overall site Commissioning activities. Review and determine the adequacy and acceptability of the Commissioning results. |
| Defect correction attributable to Contractor | Perform or arrange the corrective work and bear the associated responsibility and cost.                                                                                                                                                                                                                                                                                                                                    | Provide reasonable site access.                                                                                                                                                              |
| Civil, structural, and foundation work       | No responsibility except design-interface information.                                                                                                                                                                                                                                                                                                                                                                     | Perform                                                                                                                                                                                      |

If Contractor identifies a conflict between the main body of this SOW and Appendix 1 or Appendix 2, or between Appendix 1 and Appendix 2, Contractor shall identify the conflict in writing and request clarification before proposal submission. Contractor shall not rely on its proposal to resolve, modify, qualify, or reassign any technical requirement unless PGE expressly accepts the proposed technical resolution in the executed Contract. Nothing in this provision permits modification of the Master Agreement except through a fully executed amendment authorized under the Master Agreement.

### 3.4. Field Services Report

Contractor shall prepare and submit a Field Services Report documenting:

- Dates and duration of Contractor's Field Services;
- Contractor personnel present;
- Activities observed, supervised, supported, or performed by Contractor;
- Identified damage, defects, deviations, or nonconformities;
- Corrective actions taken or recommended; and
- Open items requiring resolution.

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PGE's signature on the Field Services Report, if requested, acknowledges receipt only. It does not constitute Final Acceptance, certification of the report's accuracy, approval of a deviation, or waiver of any right or remedy.

### **3.5. Labor Standards Compliance**

To the extent Contractor performs on-site installation, assembly, supervision, Commissioning Support, testing, inspection, or other covered labor under this SOW, such work shall be subject to the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and all applicable federal labor standards requirements.

The applicable wage determination for covered work is U.S. Department of Labor Wage Determination No. OR20260058 (Heavy Construction, Marion County, Oregon), as amended and incorporated into the Contract.

Contractor shall comply with all Davis-Bacon Act, prevailing wage, certified payroll, subcontract flow-down, recordkeeping, labor standards, and other federal labor requirements contained in the Master Agreement, including Exhibit I (Federal Grant Requirements for Contractors). For any Davis-Bacon-covered work, certified payrolls and supporting labor compliance documentation shall be submitted in the manner designated by PGE.

### **3.6. Build America, Buy America Act Compliance**

Contractor shall ensure that the Base Transformers and any Optional Transformers incorporated into the Contract remain compliant with the applicable Build America, Buy America Act requirements. Contractor shall maintain and provide documentation sufficient to substantiate compliance and shall promptly notify PGE in writing of any change that could affect the accuracy of the BABA Manufactured Product Certification submitted with Contractor's Proposal.

## **4. Technical Requirements**

### **4.1. General Requirements**

- 4.1.1 Contractor shall design, manufacture, test, and deliver the Transformers in accordance with this SOW, Approved Design Documents, and all applicable codes and standards.

Appendix 1 and Appendix 2 contain PGE's technical specifications and performance requirements. Contractor shall develop the manufacturer-specific design documents, drawings, calculations, procedures, and manufacturing details necessary to provide the Transformers in accordance with those requirements.

- 4.1.2 Contractor shall provide equipment and Services that fully comply with the requirements of this SOW and the incorporated specifications. Contractor remains responsible for the adequacy, accuracy, completeness, coordination, and compliance of its design, engineering, manufacturing, testing, documentation, quality-control activities, and Deliverables.
- 4.1.3 The Transformers shall be designed for installation on PGE-provided transformer pads at Lambert Substation and shall include all mounting interfaces, anchoring details, foundation loading information, lifting requirements, and installation data necessary to support safe installation, Commissioning, operation, and maintenance.
- 4.1.4 Contractor shall not make any material deviation from this SOW or the Approved Design Documents without PGE's prior written approval. This includes, without limitation, modifications to winding geometry, material selections, electrical characteristics, performance requirements, physical dimensions, mounting interfaces, foundation loading requirements, or other design

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features that could affect safety, reliability, interchangeability, maintainability, operability, warranty obligations, or compliance with the Contract.

- 4.1.5 Any proposed deviation shall be clearly identified in writing and submitted to PGE for review and approval prior to implementation. Approval of a deviation by PGE shall not relieve the Contractor of responsibility for the performance, reliability, safety, or compliance of the Transformers.
- 4.1.6 The Contractor is responsible for identifying and resolving inconsistencies, omissions, ambiguities, or conflicts that a qualified and experienced transformer manufacturer should reasonably recognize. The Contractor shall promptly submit a written request for clarification before proceeding with affected work. The Contractor will not be entitled to additional compensation, schedule relief, or other adjustments for correcting work performed based on an unreasonable interpretation of an apparent conflict that the Contractor failed to raise timely with PGE.

### **4.2. Nameplate Ratings and Electrical Characteristics**

The required nameplate ratings and electrical characteristics are set forth in Appendix 2. Each Transformer shall be rated as a single-phase 500/230-kV, 433-MVA Transformer unless Appendix 2 expressly states otherwise.

Contractor shall ensure that all ratings and characteristics are stated consistently in the Contract documents, drawings, nameplates, calculations, FAT documentation, manuals, certifications, and other Deliverables.

The Transformers shall comply with the impedance, ampacity, interface, and other critical characteristics identified in Appendix 1 and Appendix 2 that are necessary to support the interchangeability requirements stated in Section 1.3.

### **4.3. Applicable Codes and Standards**

Contractor shall comply with the codes, standards, and regulatory requirements identified in Appendix 1 and Appendix 2.

Unless otherwise expressly stated, the applicable edition is the edition identified in the Contract. If the Contract does not identify an edition, Contractor shall identify the edition customarily applicable to equipment of this type as of the Effective Date and obtain PGE's written approval before design approval.

If Contractor identifies a conflict between applicable requirements, including a conflict within or among the main body of this SOW, Appendix 1, and Appendix 2, Contractor shall promptly request PGE's written clarification before proceeding with the affected work. Contractor shall not resolve the conflict based solely on its determination of which requirement is more stringent.

Appendix 1 and Appendix 2 form part of this SOW and shall be read together with the main body of this SOW. Subject to the order of precedence established in the Master Agreement, an irreconcilable conflict within this SOW shall be resolved in the following order: (a) the main body of this SOW; (b) Appendix 2; and (c) Appendix 1. Contractor shall promptly notify PGE in writing of any identified conflict before proceeding with the affected work.

### **4.4. Construction and Materials**

The construction features, materials, components, manufacturing requirements, and workmanship standards are set forth in Appendix 1 and Appendix 2.

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All equipment, components, and materials shall be new, unused, free from defects, and suitable for the service conditions, electrical characteristics, environmental conditions, operating requirements, design life, and performance requirements identified in the Contract. All equipment, components, and materials shall comply with the applicable requirements of this SOW, Approved Design Documents, and applicable codes and standards.

### **4.5. Drawing and Design Requirements**

Contractor shall provide all engineering calculations, design documents, drawings, interface information, loading information, lifting requirements, foundation-interface data, and other design Deliverables required by Appendix 1 and Appendix 2.

Contractor shall coordinate its design with the site and interface information provided by PGE. Contractor shall promptly identify any missing or inconsistent interface information that could affect design, manufacturing, delivery, installation, testing, safety, or performance.

PGE's review or approval of Contractor's design documents, including drawings, calculations, specifications, procedures, and data sheets, does not:

- a. Transfer design responsibility to PGE;
- b. Relieve Contractor of responsibility for errors or omissions;
- c. Authorize a deviation not clearly identified in writing;
- d. Constitute acceptance of a nonconforming condition; or
- e. Waive PGE's rights concerning latent defects or later-discovered nonconformities.

### **4.6. Technical Deviations**

Contractor shall not make any deviation from this SOW or the Approved Design Documents without PGE's prior written approval.

This prohibition includes changes to:

- a. Winding geometry;
- b. Materials;
- c. Suppliers of critical components;
- d. Electrical characteristics;
- e. Performance requirements;
- f. Physical dimensions;
- g. Interfaces;
- h. Manufacturing location;
- i. Test procedures;
- j. Approved Design Documents; or
- k. Any other requirement that could affect safety, reliability, interchangeability, operation, maintenance, schedule, warranty, or cost.

Contractor shall clearly identify each proposed deviation in a written deviation request. The request shall state:

- 1. The requirement from which Contractor proposes to deviate;
- 2. The reason for the proposed deviation;
- 3. The technical, schedule, cost, safety, operational, and warranty effects;
- 4. Supporting calculations and documentation;
- 5. Any alternatives considered; and
- 6. Whether the deviation affects other Contract requirements.

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PGE's failure to identify a deviation does not constitute approval. Approval must be in writing. A deviation affecting price, schedule, scope, or other contractual obligations also requires a Change Order.

### **4.7. Quality Management System**

Contractor shall maintain a documented Quality Management System ("QMS") governing design, procurement, supplier control, document control, personnel qualifications, manufacturing, assembly, inspection, testing, calibration, nonconformance control, corrective and preventive action, packaging, preservation, and shipment.

Contractor shall maintain a QMS certified to the edition of ISO 9001 in effect as of the Effective Date or an equivalent QMS accepted by PGE through the Solicitation evaluation process or otherwise approved in writing by PGE. A Contractor relying on an equivalent QMS shall maintain the quality system evaluated and accepted by PGE and shall provide its quality manual, applicable procedures, most recent independent audit report, corrective-action status, organizational responsibilities, document-control procedures, supplier-control procedures, nonconformance procedures, calibration procedures, and other information reasonably requested by PGE to confirm continued equivalency. PGE's acceptance or approval of an equivalent system does not relieve Contractor of any obligation under the Contract.

#### **4.7.1. Quality Assessments**

Upon reasonable prior notice and at mutually agreed times, PGE and its authorized representatives may assess Contractor's and any Critical Subcontractor's facilities, records, processes, and activities relating to design, manufacturing, inspection, testing, calibration, nonconformance control, corrective action, or other Contract requirements.

During the solicitation, Contractor shall identify each proposed Critical Subcontractor and the responsibility assigned to that entity. The Critical Subcontractors accepted by PGE shall be identified in the executed Contract. Contractor shall not replace or add a Critical Subcontractor after the Effective Date without PGE's prior written approval.

Contractor shall ensure that its agreements with Critical Subcontractors permit the access and assessments required by this Section. Any assessment by PGE does not relieve Contractor or any Critical Subcontractor of its obligations or responsibilities under the Contract.

#### **4.7.2. Calibration**

Measuring and test equipment used to verify compliance with the Contract shall be calibrated before use and at intervals established by the equipment manufacturer, the applicable test standard, Contractor's documented calibration program, or applicable law, whichever imposes the more stringent requirement. Calibration shall be traceable to the National Institute of Standards and Technology ("NIST") or another internationally recognized national metrology institute, as applicable.

Contractor shall maintain calibration records identifying the equipment, unique equipment identifier, calibration method, applicable standard, calibration date, calibration results, acceptance limits, next calibration due date, and the individual or laboratory performing the calibration. Measuring and test equipment shall not be used after its calibration due date or when its calibration status cannot be verified.

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If equipment is found to be out of tolerance, Contractor shall evaluate and document the validity of all inspections and test results produced by that equipment since its last known acceptable calibration. Contractor shall promptly notify PGE if the condition may affect a previously reported result or the compliance, safety, quality, reliability, or performance of a Transformer.

### **4.7.3. Certificate of Conformance**

Before shipment of each Transformer, Contractor shall provide a Certificate of Conformance certifying that the applicable Transformer and associated Deliverables comply with the Contract and Contractor's QMS. Contractor shall submit an updated or final Certificate of Conformance as part of the closeout documentation if information relevant to the certification changes after shipment.

A Certificate of Conformance does not limit Contractor's responsibilities or PGE's rights under the Contract.

### **4.7.4. Shelf-Life Control**

Contractor shall maintain effective controls for shelf-life-sensitive materials, including paints, adhesives, batteries, gaskets, and O-rings.

Unless PGE approves otherwise in writing, shelf-life-sensitive components shall have at least seventy-five percent (75%) of their designated shelf life remaining at the time of installation into the Transformer or shipment to PGE, whichever occurs first.

Contractor shall provide shelf-life records upon request.

### **4.7.5. Counterfeit, Fraudulent, and Suspect Items**

The delivery or use of counterfeit, fraudulent, suspect, or otherwise nonconforming items is strictly prohibited.

Contractor shall maintain documented procedures to prevent, detect, control, report, and appropriately dispose of Counterfeit, Fraudulent, and Suspect Items ("CFSI").

Contractor shall disclose any proposed component that does not fully comply with the Contract and obtain PGE's written approval before use or shipment.

Any CFSI or nonconforming item may be rejected. Contractor shall promptly investigate, remove, and replace the affected item at no additional cost to PGE and shall be responsible for reasonable costs arising from the investigation, removal, replacement, retesting, reinspection, and remediation to the extent caused by Contractor or Contractor personnel.

### **4.7.6. Nonconformance and Corrective Action**

Contractor shall maintain documented procedures for identifying, documenting, segregating, evaluating, controlling, and disposing of nonconforming items.

Contractor shall not use a nonconforming item "as is" or implement a repair affecting form, fit, function, safety, reliability, performance, interchangeability, or warranty, without PGE's prior written approval.

Contractor shall perform root-cause analysis and implement corrective and preventive action when appropriate.

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Acceptance of a proposed disposition does not relieve Contractor of responsibility for the nonconformance or resulting effects.

### 4.7.7. Records of Compliance

Contractor shall maintain complete records sufficient to demonstrate compliance with the Contract, including:

- a. Factory Acceptance Testing (FAT) records;
- b. Calibration records;
- c. Manufacturing and inspection records;
- d. Material certifications;
- e. Nonconformance reports and corrective-action records; and
- f. Warranty-related records.

Contractor shall retain and provide such records in accordance with the Master Agreement and applicable federal grant requirements.

### 4.8. Factory Testing

Contractor shall perform Factory Acceptance Testing ("FAT") on each Transformer in accordance with the requirements set forth in Appendix 1, Appendix 2, IEEE C57.12.90, Approved Design Documents, and other applicable Contract requirements.

Contractor shall provide PGE with at least thirty (30) Business Days' prior written notice of all scheduled FAT activities and shall submit FAT procedures to PGE for review prior to testing. PGE reserves the right to witness FAT activities either in person or remotely through a live virtual platform.

Certified FAT reports, including all required test data, measured results, no-load loss data, load-loss data, calibration records, nonconformance documentation, and any other documentation required by Appendix 1 or Appendix 2, shall be submitted to the PGE Contract Administrator for review and approval prior to shipment.

**FAT shall be deemed successful only if the Transformer achieves results that satisfy all acceptance criteria specified in Appendix 1, Appendix 2, IEEE C57.12.90, Approved Design Documents, and other applicable Contract requirements.** Failure to meet any required acceptance criterion shall constitute a failed FAT unless otherwise approved in writing by PGE through the nonconformance or deviation process established under this SOW.

No Transformer shall be shipped until:

1. All required FAT activities have been completed;
2. All FAT results demonstrate compliance with the applicable acceptance criteria;
3. All required FAT documentation has been submitted to PGE;
4. All material nonconformances have been corrected or otherwise resolved in writing; and
5. PGE has approved the FAT reports and provided written authorization to ship.

Any nonconformance identified during FAT shall be documented and corrected by Contractor at its sole expense. Following corrective action, Contractor shall perform all retesting reasonably necessary to demonstrate compliance with the applicable requirements before shipment.

PGE's review of FAT procedures, witnessing of FAT activities, approval of FAT reports, or authorization to ship shall not constitute Final Acceptance of the Transformer and shall not waive PGE's rights with respect to latent defects, nonconformances, warranty claims, or other remedies available under the Contract.

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### **4.9. Energy-Efficiency Requirements**

Contractor shall comply with all energy-efficiency requirements legally applicable to the Transformers at the time of manufacture.

### **4.10. Transformer Documentation**

Contractor shall provide all drawings, calculations, test reports, manuals, certifications, schedules, procedures, data sheets, software documentation, and other documentation required by this SOW.

All final documentation shall accurately reflect the as-manufactured and as-delivered Transformers.

### **4.11. Spare Parts**

Contractor shall provide a recommended spare parts list for the Transformers and associated accessories.

The spare parts list shall identify:

- a. Part number;
- b. Description;
- c. Manufacturer;
- d. Quantity recommended for initial inventory;
- e. Expected service life;
- f. Lead time for replenishment;
- g. Criticality to operation and maintenance; and
- h. Unit price and extended price.

Contractor shall identify any spare parts required to support operation and maintenance of the Transformers during the Warranty Period and for a period of not less than ten (10) years following Final Acceptance. Contractor shall also provide pricing for one aggregate set of replacement bushings, including HV, LV, TV, and any other applicable bushings, containing sufficient quantities and types to replace all bushings installed on the three operating Transformers in Transformer Bank ZVJ1/2/3. The aggregate replacement-bushing set is not required to include a separate set for the spare Transformer.

Contractor shall certify that the recommended spare parts are commercially available as of the Effective Date.

## **5. Out of Scope Items**

The following Services are excluded from Contractor's scope unless expressly added through a Change Order.

### **5.1. Physical Installation Labor**

Except for offloading, lifting, rigging, positioning, and setting each Transformer on its designated pad as expressly required by Sections 3 and 10, Contractor shall not perform physical installation or construction craft labor. PGE or PGE's third-party contractor shall perform:

- a. Physical assembly and installation of components shipped separately;

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- b. Oil filling and processing;
- c. Installation of radiators, fans, bushings, surge arresters, monitoring equipment, and structures;
- d. Grounding and external electrical connections;
- e. Operation of cranes, forklifts, oil-processing equipment, and other installation equipment, except equipment used by Contractor or its subcontractor to offload and set the Transformers on the pads; and
- f. Other field craft labor required to complete dress-out and installation.

Contractor shall provide the technical documentation, manufacturer procedures, technical observation, equipment-specific guidance, consultation, and support expressly required by Section 3. Contractor shall not direct or control the means, methods, personnel, or safety of installation or construction work performed by PGE or PGE's third-party contractor.

### **5.2. Civil and Construction Services**

Contractor is not responsible for:

- a) Site preparation or excavation;
- b) Foundation design, except for equipment loading and interface information expressly required under the Contract;
- c) Foundation construction or installation;
- d) Concrete work;
- e) Buildings, enclosures, roads, or site drainage;
- f) Permanent site utilities;
- g) General site security;
- h) Site-wide construction management;
- i) Site-wide safety management for personnel not under Contractor's control; or
- j) Other civil, structural, or construction work not expressly assigned to Contractor.

### **5.3. Third-Party Contractor**

PGE will be responsible for retaining and managing the third-party contractor that performs the excluded installation and construction work.

Contractor remains responsible for coordinating its technical requirements and Field Services with PGE's designated representatives.

## **6. Data Exchange**

To support performance of the Services under this SOW, PGE and the Contractor shall exchange the information and documentation identified below, as reasonably required.

### **6.1. PGE Data**

PGE will provide the Contractor with the following information and documents:

- a) Appendix 1, SDS-M010;
- b) Appendix 2, SDS-M011;
- c) Available site and interface information reasonably necessary for Contractor's performance;
- d) Available foundation or equipment-interface information applicable to Contractor's design;
- e) PGE review comments and decisions within the review periods established in the Contract; and
- f) Other information expressly identified as PGE's responsibility.

Contractor shall review PGE Data for apparent inconsistencies, omissions, and conflicts relevant to Contractor's performance and promptly notify PGE in writing of any identified issue. Contractor may rely on PGE Data provided for Contractor's use, but Contractor remains responsible for applying reasonable

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professional and manufacturing judgment and for identifying apparent errors that a qualified transformer manufacturer should reasonably recognize.

### 6.2. Contractor Data

Contractor shall provide all information, documentation, drawings, calculations, test reports, certifications, schedules, manuals, and other Deliverables required by the Contract. Contractor shall also provide additional information reasonably requested by PGE to verify compliance, investigate a defect or nonconformity, support an audit, administer the Grant, or evaluate a warranty matter.

If PGE requests additional work that is not otherwise required by the Contract and is not attributable to Contractor's error, omission, delay, defect, or noncompliance, Contractor must submit a Change Order request before performing the additional work.

### 6.3. Confidential and Controlled Information

Confidential information and PGE Data shall be governed by the Master Agreement and applicable Exhibits.

## 7. Deliverables and Acceptance Criteria

### 7.1. Deliverables

Contractor shall provide, at a minimum, the following Deliverables:

| No. | Deliverable                                                                                          | Section Reference         | Due Date                                                                                                                                                       |
|-----|------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Design Review Drawings as described in Section 1.3.I of SDS-M010 (Appendix 1).                       | Section 4.5               | June 30, 2027                                                                                                                                                  |
| 2   | Drawings Submitted for Final Approval as described in Section 1.3.J of SDS-M010 (Appendix 1)         | Section 4.5               | Within thirty (30) Business Days after receipt of PGE's consolidated comments on the Design Review Drawings.                                                   |
| 3   | PGE-approved FAT plan and procedures                                                                 | Section 4.8               | No later than sixty (60) Business Days before the scheduled commencement of FAT. The FAT plan and procedures must receive PGE approval before FAT begins.      |
| 4   | Delivery of four (4) Base Transformers complying with this SOW, including Sections 4.1 through 4.11. | Sections 4.1 through 4.11 | Each Base Transformer's binding Delivery Date will be established in the PGE-approved baseline schedule. All Base Transformers shall be delivered between July |

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| No.      | Deliverable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Section Reference            | Due Date                                                                                                                                                                                                                                                                         |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                              | 1 and September 30, 2030, unless otherwise authorized through a fully executed Change Order.                                                                                                                                                                                     |
| <b>5</b> | Pre-Shipment Documentation Package <ol style="list-style-type: none"><li>As-manufactured equipment drawings and final nameplate data sheets, to the extent required to be complete before shipment under Appendix 1 or Appendix 2;</li><li>Certified FAT reports;</li><li>Oil certificates of analysis and Certificates of Conformance;</li><li>Maintenance recommendations;</li><li>Written confirmation that the Transformers comply with all applicable IEEE standards identified in this SOW.</li></ol> | Sections 4.8, 4.10, and 15.1 | At least five (5) Business Days before the requested authorization to ship, provided that certified FAT reports and all other documentary Deliverables requiring PGE approval have been submitted sufficiently in advance to allow the review period established in Section 7.2. |
| <b>6</b> | Field Services Report for each Transformer or bank, as applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                          | Sections 3.2 and 3.4         | Within twenty-one (21) Business Days after completion of Contractor's applicable Field Services for the Transformer or bank.                                                                                                                                                     |
| <b>7</b> | Warranty certificate and warranty procedures                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Section 14                   | Before Final Acceptance of the applicable Transformer.                                                                                                                                                                                                                           |
| <b>8</b> | Final Closeout Package, including resolution of all open nonconformities and punch-list items.                                                                                                                                                                                                                                                                                                                                                                                                              | Sections 7, 11, and 15       | Before Final Acceptance and final payment, but no later than August 31, 2031.                                                                                                                                                                                                    |

Contractor shall not rely on this table as limiting any Deliverable required elsewhere in the Contract.

### 7.2. Documentary Deliverable Review and Approval

Upon completing a documentary Deliverable, Contractor shall submit it to the Contract Administrator with written notice identifying the document title, document number, revision number, applicable Contract requirement, and requested review status.

PGE will have thirty (30) Business Days after receipt of a complete submission to provide one of the following written responses:

- Approved.** Contractor may proceed in reliance on the approved document, subject to Contractor's continuing responsibility for compliance with the Contract;

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- b. **Approved as Noted.** Contractor may proceed only to the extent expressly authorized in PGE's written response and shall incorporate all stated comments or conditions into the next revision;
- c. **Revise and Resubmit.** Contractor shall not proceed with work dependent on the document until the revised document is approved; or
- d. **Rejected.** Contractor shall correct the identified deficiencies and resubmit the document for review.

Only documentary Deliverables receiving an "Approved" status, or an "Approved as Noted" status that expressly authorizes Contractor to proceed, constitute Approved Design Documents. PGE's review period, comments, or failure to respond does not constitute approval.

If PGE returns a Deliverable as Approved as Noted, Revise and Resubmit, or Rejected, PGE will describe the applicable comments, conditions, or deficiencies in reasonable detail. Contractor shall correct and resubmit the Deliverable within thirty (30) Business Days unless the Parties agree in writing to a different period based on the nature of the required correction.

A Deliverable will not be deemed approved or accepted solely because PGE does not respond within the review period. Contractor may request a written status update if PGE has not responded. Contractor shall not manufacture, procure, fabricate, test, ship, or perform other work dependent on a documentary Deliverable until PGE provides the approval required by the Contract.

PGE's review, comment, approval, or acceptance of a documentary Deliverable does not transfer design responsibility to PGE, relieve Contractor of responsibility for errors or omissions, authorize an undisclosed deviation, constitute acceptance of a nonconforming condition, or waive any right or remedy under the Contract.

If PGE requests additional review time and the additional review time demonstrably delays a contractual milestone despite Contractor's timely submission and reasonable mitigation efforts, Contractor may submit a Change Order request in accordance with the Contract.

### 7.3. **Equipment Acceptance**

Acceptance of the Transformers is governed exclusively by Section 11.

Review or acceptance of drawings, procedures, FAT reports, or other documentary Deliverables does not constitute acceptance or Final Acceptance of a Transformer.

## 8. **Schedule and Delivery**

### 8.1. **Baseline Schedule**

Within fifteen (15) Business Days after the Effective Date, Contractor shall submit a detailed baseline schedule for PGE's review and approval. The baseline schedule shall include, at a minimum:

- a. Design and drawing development;
- b. Contractor's planned submission dates and PGE's review periods;
- c. Procurement of materials and critical components;
- d. Major manufacturing and assembly activities;
- e. Factory Acceptance Testing dates;
- f. Submission of certified FAT reports and resolution of FAT-related nonconformities;
- g. Shipment preparation and receipt of PGE's written authorization to ship;
- h. Delivery Dates for each Base Transformer;
- i. Field Services and Commissioning Support;

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- j. Submission of the applicable Field Services Reports and other post-shipment Deliverables;
- k. Correction or approved disposition of deficiencies, nonconformities, and punch-list items;
- l. Final Acceptance of each Base Transformer; and
- m. Completion of all final documentation and closeout requirements.

The baseline schedule shall demonstrate completion of all Services, Deliverables, Field Services, corrective work, Final Acceptance, and closeout requirements no later than August 31, 2031.

The baseline schedule shall establish a binding Delivery Date for each Base Transformer. Each Delivery Date must fall within the required delivery window of July 1 through September 30, 2030, unless modified through a fully executed Change Order. PGE's approval of a schedule showing a different date does not modify the required delivery window.

Following PGE's written approval, the baseline schedule will be incorporated into the Contract.

Contractor shall update the schedule at least monthly and whenever a material change occurs. Schedule updates do not modify contractual milestones, Delivery Dates, or the August 31, 2031 completion deadline. Any such modification requires a fully executed Change Order.

### **8.2. Coordination**

Contractor shall coordinate deliveries and Field Services with the Contract Administrator and PGE's designated site representatives.

Contractor shall not ship a Transformer without:

- a. PGE's written authorization to ship;
- b. Confirmation of the delivery date and time;
- c. Approval of the transportation and delivery plan, if required by PGE;
- d. Completion of all pre-shipment Deliverables; and
- e. Confirmation that site access is available.

### **8.3. Delay Mitigation**

Contractor shall use commercially reasonable efforts to mitigate actual or anticipated delays.

Contractor shall not accelerate work or incur additional costs chargeable to PGE without prior written authorization through a Change Order.

## **9. Delivery Location**

Contractor shall deliver all Transformers and associated equipment to:  
Lambert Substation  
13001 Schmidt Road SE  
Sublimity, OR 97385

Contractor shall coordinate the specific delivery point, route, delivery date, delivery time, and site-access requirements with PGE before shipment.

## **10. Packaging, Shipping, Title, and Risk of Loss**

### **10.1. Delivery Term**

Delivery shall be DDP, Lambert Substation, 13001 Schmidt Road SE, Sublimity, Oregon 97385, Incoterms® 2020, as modified by this Section. Contractor shall remain responsible for arranging and

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completing delivery and performing the seller's delivery obligations under DDP. However, PGE shall reimburse only the actual shipping, freight, duties, tariffs, and taxes expressly identified as separately reimbursable under Sections 16.2 and 16.4. These reimbursable costs are included in the Contract Price but excluded from the Base Equipment Price.

Except for the actual shipping, freight, duties, tariffs, and taxes expressly identified as separately reimbursable under Sections 16.2 and 16.4, the Base Equipment Price includes Contractor's administrative, coordination, packaging, preservation, insurance, permitting, route-planning, offloading, lifting, rigging, positioning, and setting costs.

No separate reimbursement will be made for a delivery-related cost unless the cost is expressly excluded from the Base Equipment Price and identified as separately reimbursable under Section 16 or authorized through a fully executed Change Order.

### **10.2. Unloading**

Contractor shall offload and set each Transformer on its designated pad, including all lifting, rigging, positioning, equipment, labor, supervision, permits, and coordination necessary to complete those activities safely.

Contractor shall:

- a. Coordinate transportation equipment with the planned unloading method;
- b. Provide accurate lifting weights, centers of gravity, lifting points, jacking points, lifting diagrams, rigging restrictions, and handling instructions;
- c. Ensure each shipment is suitable for safe unloading at the Delivery Location; and
- d. Provide on-site technical observation during offloading and setting on the pad, including observation of any subcontractor performing those activities on Contractor's behalf.

### **10.3. Transportation Requirements**

Contractor shall:

- a. Use transportation equipment appropriate for the size, weight, configuration, and sensitivity of the Transformers;
- b. Use air-ride trailers unless PGE approves an alternative in writing;
- c. Obtain all transportation permits and approvals;
- d. Conduct route surveys and clearance reviews as necessary;
- e. Coordinate road, bridge, utility, and site-access requirements;
- f. Protect each Transformer from shock, vibration, moisture, weather, contamination, and physical damage;
- g. Provide handling, storage, preservation, lifting, and rigging instructions; and
- h. Comply with Appendix 1 and Appendix 2.

### **10.4. Impact Recorders**

A calibrated impact recorder shall be attached to each Transformer during transportation. See Appendix 1.

Contractor shall provide the calibration documentation and complete impact-recorder data to PGE before unloading, to the extent practicable.

If recorder data indicate an impact outside the acceptable limits established by Contractor or the Contract, Contractor shall promptly:

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- a. Notify PGE;
- b. Preserve all relevant evidence and data;
- c. Recommend inspections and tests;
- d. Participate in the investigation; and
- e. Correct damage or nonconformance attributable to Contractor or transportation at no additional cost to PGE.

PGE may defer unloading or Acceptance pending evaluation of an unacceptable impact event.

### **10.5. Title and Risk of Loss**

Risk of loss or damage will remain with Contractor until the applicable Transformer has:

- a. Arrived at the Delivery Location;
- b. Been offloaded and set on its designated pad in accordance with the Contract;
- c. Been delivered without identified Contractor-caused or transit damage; and
- d. Passed PGE's initial receiving inspection.

Title will transfer as provided in the Master Agreement. If the Master Agreement does not address title, title to each Transformer will transfer to PGE upon the earlier of payment for that Transformer or completion of delivery, without relieving Contractor of risk of loss as allocated above.

To the extent PGE makes a progress payment for an Approved Spare Part before delivery, title to the applicable Approved Spare Part shall transfer to PGE upon payment, to the extent of the amount paid and subject to the identification and segregation requirements of the Contract. Notwithstanding any earlier transfer of title resulting from a progress payment, risk of loss or damage to Approved Spare Parts shall remain with Contractor until the Approved Spare Parts have been delivered to the Delivery Location, inspected by PGE, and accepted in writing. Contractor shall store, preserve, protect, and insure all progress-paid Approved Spare Parts until risk of loss transfers to PGE.

Transfer of title or risk of loss does not constitute Final Acceptance and does not limit PGE's rights concerning concealed transit damage, latent defects, nonconformance, warranty, or Contractor-caused damage.

### **10.6. Storage and Preservation**

Contractor shall provide written storage and preservation requirements before shipment. If a Transformer will be stored before installation, Contractor shall identify:

- a. Environmental limits;
- b. Heating and power requirements;
- c. Oil or gas pressure requirements;
- d. Inspection intervals;
- e. Preservation activities;
- f. Monitoring requirements;
- g. Maximum permissible storage duration; and
- h. Any effect of storage on the warranty.

## **11. Inspection and Acceptance**

### **11.1. Receiving Inspection**

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PGE will have thirty (30) Business Days after delivery of each Transformer and receipt of the required delivery documentation to conduct a receiving inspection.

The receiving inspection may include:

- a. Visual inspection;
- b. Review of shipping documents and impact-recorder data;
- c. Verification of identification and quantity;
- d. Inspection for visible and concealed transit damage;
- e. Inspection of components and accessories;
- f. Review of preservation conditions;
- g. Review of FAT and shipping documentation; and
- h. Incoming inspections and tests identified in Appendix 1, Appendix 2, Approved Design Documents, manufacturer instructions, or other applicable Contract requirements.

The receiving inspection is not Final Acceptance.

### **11.2. Conditions for Final Acceptance**

Final Acceptance of each Transformer is contingent upon:

- a. Successful completion of FAT;
- b. PGE's receipt and acceptance of required FAT reports;
- c. Delivery in accordance with Section 10;
- d. Satisfactory receiving inspection;
- e. Resolution of transit damage and delivery discrepancies;
- f. Completion of applicable Field Services;
- g. Completion of the required field tests by PGE or PGE's third-party contractor and completion of Contractor's expressly required Commissioning Support;
- h. Receipt and acceptance of the applicable Final Closeout Package;
- i. Correction or approved disposition of all nonconformities;
- j. Completion of all punch-list items affecting safety, reliability, operation, maintainability, documentation, or Contract compliance; and
- k. PGE's written notice of Final Acceptance.

### **11.3. Rejection and Correction**

If a Transformer or other Deliverable does not comply with the Contract, PGE may reject it in whole or in part.

Contractor shall promptly:

- a. Investigate the nonconformance;
- b. Submit a corrective-action plan;
- c. Repair, replace, reperform, or otherwise correct the nonconformance as approved by PGE;
- d. Bear the reasonable costs of correction, reinspection, retesting, handling, removal, transportation, and reinstallation to the extent the nonconformance is attributable to Contractor; and
- e. Update affected documentation.

Correction does not extend a contractual milestone unless authorized through a Change Order.

## **12. Safety, Health, and Environmental Requirements**

Contractor shall comply with all safety, health, environmental, jobsite, and security requirements contained in the Master Agreement and its Exhibits.

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### **13. Property Management**

Contractor shall provide the serial number, nameplate, country of origin, and asset identification information for each Transformer as required for operation and maintenance of the equipment.

### **14. Warranty**

#### **14.1. Warranty Coverage**

Contractor warrants that each Transformer and associated Deliverable will:

- a. Conform to the Contract;
- b. Be new and free from defects in design, materials, manufacturing, and workmanship;
- c. Be suitable for the service and operating conditions expressly identified in the Contract;
- d. Perform in accordance with the guaranteed ratings and performance requirements;
- e. Be free from liens and encumbrances arising through Contractor; and
- f. Comply with applicable laws, codes, and standards identified in the Contract.

#### **14.2. Warranty Period**

The Warranty Period for each Transformer shall commence upon Final Acceptance of that Transformer and continue for five (5) years.

The Warranty Period and Contractor's warranty obligations shall survive expiration or termination of this SOW. Expiration or termination of this SOW shall not shorten, discharge, or otherwise affect the Warranty Period or any warranty obligation, claim, remedy, or right that arose before or continues after such expiration or termination.

No delay in Final Acceptance attributable to Contractor or Contractor personnel shall reduce the duration of the Warranty Period or limit Contractor's obligations relating to defects, nonconformities, corrective action, transit damage, Field Services, documentation, or other pre-warranty obligations.

If Final Acceptance is delayed solely by PGE's failure to complete field testing, Commissioning, or other PGE-controlled activities after Contractor has completed all obligations necessary for those activities, the Warranty Period shall commence on the date provided in the Master Agreement. If the Master Agreement does not address the issue, the Warranty Period shall commence thirty (30) days after Contractor provides PGE written notice, with reasonable supporting documentation, that Contractor has completed all such obligations.

#### **14.3. Warranty Remedies**

During the Warranty Period, Contractor shall promptly investigate and, at its expense, repair, replace, or otherwise correct any defective or nonconforming Transformer, component, material, Deliverable, or Service.

Contractor's responsibility includes, to the extent caused by a warranty-covered condition:

- a. Engineering and root-cause analysis;
- b. Replacement materials and components;
- c. Labor and supervision;
- d. Travel and living expenses;
- e. Transportation and freight;
- f. Removal and reinstallation work reasonably necessary to access or correct the defect;
- g. Testing and recommissioning;

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- h. Updating drawings, manuals, and records; and
- i. Reasonable measures necessary to prevent recurrence.

The Parties shall coordinate warranty work to minimize operational and schedule impacts.

### **14.4. Emergency Conditions**

If a warranty-covered condition presents an imminent safety risk, environmental risk, risk of additional equipment damage, or material operational impact, PGE may take reasonable emergency action after providing Contractor notice when practicable.

Contractor shall reimburse PGE's reasonable emergency-response costs to the extent the condition is covered by Contractor's warranty and the costs would otherwise have been Contractor's responsibility.

### **14.5. Repaired or Replaced Equipment**

A repaired or replaced item will be warranted for the longer of:

- a. The remainder of the original Warranty Period; or
- b. Twelve (12) months after completion and acceptance of the repair or replacement.

If a repair or replacement materially affects the performance or reliability of a larger assembly, the extended warranty will apply to the affected assembly to the extent reasonably related to the repair or replacement.

## **15. Submittals**

### **15.1. Pre-Shipment Submittals**

Before shipment of a Transformer, Contractor shall provide:

#### **15.1.1. Design and Engineering Documentation**

- a. Design drawings included in the Approved Design Documents;
- b. Final manufacturing drawings required before shipment;
- c. Engineering calculations included in the Approved Design Documents;
- d. Interface and foundation-loading data;
- e. Lifting, jacking, rigging, handling, and transportation drawings;
- f. Preservation and storage instructions; and
- g. Other pre-shipment design documentation required by Appendix 1 or Appendix 2.

#### **15.1.2. FAT Documentation**

- a. Approved FAT plan and procedures;
- b. Certified FAT reports;
- c. Test data and acceptance comparisons;
- d. Calibration documentation;
- e. Oil certificates of analysis;
- f. Nonconformance and corrective-action documentation; and
- g. Contractor's written request for authorization to ship, together with all supporting documentation required by the Contract.

#### **15.1.3. Quality and Compliance Documentation**

- a. Product data sheets;

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- b. Certificate of Conformance;
- c. Current ISO 9001 certificate or approved equivalent QMS evidence;
- d. Material certifications required by the Contract;
- e. Applicable domestic-content, country of origin, or federal-compliance certifications required by the Contract;
- f. Shipping and transportation plan;
- g. Evidence of required insurance and other pre-shipment protections.

### 15.2. Post-Shipment and Closeout Submittals

Contractor shall provide the following documents as the Final Closeout Package:

- a. Final as-built drawings incorporating all approved manufacturing changes and any field changes affecting the Transformer;
- b. Final nameplate data sheets;
- c. Final manuals;
- d. Final test reports;
- e. Field Services Report;
- f. Updated or final Certificates of Conformance, if required under Section 4.7.3;
- g. Final nonconformance and corrective-action records;
- h. Warranty certificate and claim procedures;
- i. Recommended preventive-maintenance procedures and schedules;
- j. Recommended spare-parts list, including part numbers, descriptions, recommended quantities, lead times, criticality classifications, and current pricing information;
- k. Storage and preservation records;
- l. Final country of origin and compliance documentation, if required; and
- m. Other closeout documentation required by Appendix 1 or Appendix 2.

Unless a different deadline is expressly stated in the Contract, Contractor shall submit each applicable post-shipment or closeout Deliverable within thirty (30) Business Days after the event that makes the Deliverable complete or available, and sufficiently before August 31, 2031, to allow PGE's review, correction of deficiencies, Final Acceptance, and final payment.

## 16. Basis of Payment

### 16.1. Contract Price

Total compensation shall not exceed **[\$[Insert Amount] USD]**, consisting of the Base Equipment Price, Approved Spare Parts Price, separately identified Field Services and Commissioning Support charges, and a delivery-cost allowance of **[\$[Insert Amount] USD]** for the reimbursable costs identified in Section 16.4. Any increase above the delivery-cost allowance requires a fully executed Change Order.

The Contract Price includes the Base Equipment Price, Approved Spare Parts Price, separately identified Field Services and Commissioning Support charges, and approved reimbursable delivery costs under Section 16.4. Optional Transformers are excluded from the Contract Price unless incorporated through a fully executed Change Order.

#### 16.1.1. Spare Parts Pricing

Contractor shall provide a separately itemized schedule of spare parts pricing.

Spare parts pricing shall be provided for:

- a. Recommended operating spare parts;

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- b. Critical spare parts;
- c. Long-lead replacement components; and
- d. Any manufacturer-recommended spare parts required during the first ten (10) years of service.

Each spare part shall identify the part number, description, quantity, unit price, and extended price.

Unless otherwise stated in the executed Contract, the spare parts pricing shall remain valid for a minimum of one (1) year following the Effective Date.

PGE may, but is not obligated to, purchase any recommended spare parts under this Contract.

PGE's review or approval of a recommended spare-parts list or spare-parts pricing does not constitute an agreement to purchase any spare part. A spare part will become an Approved Spare Part only when PGE expressly elects to purchase it through the executed Contract or a fully executed Change Order.

The Contract or applicable Change Order shall identify, for each Approved Spare Part:

- a. The part number or other unique identifier;
- b. Description and quantity;
- c. Unit price and extended price;
- d. Applicable payment milestones and percentages;
- e. Evidence required to substantiate completion of each milestone;
- f. Required Delivery Date;
- g. Storage, preservation, identification, and insurance requirements;
- h. The point at which title transfers to PGE; and
- i. The point at which risk of loss transfers to PGE.

Approved Spare Parts may be included in progress payments only to the extent expressly identified in the Contract or a fully executed Change Order. Contractor may invoice for an Approved Spare Part only after completing the applicable milestone and providing the supporting documentation required by this Section.

Progress payments for Approved Spare Parts shall not exceed the percentage of the applicable Approved Spare Parts Price allocated to the completed milestone. Payment shall not constitute Acceptance of an Approved Spare Part and shall not relieve Contractor of responsibility for completion, delivery, preservation, protection, correction of nonconformities, or compliance with the Contract.

Prior to Contract Award, PGE will identify the spare parts, if any, that will be purchased under the Contract. The executed Contract shall identify the applicable spare parts, quantities, unit pricing, extended pricing, and payment treatment. Spare parts not identified in the executed Contract are excluded unless subsequently added through a fully executed Change Order.

### **16.2. Milestone and Reimbursable Cost Payment Schedule**

Contractor may invoice a milestone payment only after completing the applicable milestone and submitting the required supporting documentation. Contractor may invoice separately reimbursable delivery costs only after satisfying the requirements of Sections 16.4 and 17.

The payment milestones below apply to the Base Transformers. Each Change Order authorizing Optional Transformers shall establish the applicable equipment price, payment milestones, milestone percentages, and supporting documentation. The payment percentages applicable to the Base Transformers shall not apply to Optional Transformers unless expressly incorporated into the applicable Change Order.

Unless otherwise stated in the executed Contract, each milestone percentage shall be applied to the portion of the Base Equipment Price allocated to the Transformer unit or group of units for which the

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applicable milestone has been completed. The executed Contract shall identify the Base Equipment Price allocated to each Transformer or production lot.

| No. | Payment Event                                                                                                                                                                                                                                                                | Payment                                                                                                                                                                                                                                                                  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Execution of the Master Agreement and SOW, and PGE's receipt and approval of required insurance certificates, any payment security required under Section 16.3, the baseline schedule required by Section 8.1, the submittal register, and required invoicing documentation. | <b>\$_____ USD.</b><br><br><b>10% of the Base Equipment Price</b> plus the percentage of the Approved Spare Parts Price allocated to this milestone in the executed Contract.                                                                                            |
| 2   | PGE approval of the Drawings Submitted for Final Approval for the applicable units.                                                                                                                                                                                          | <b>\$_____ USD.</b><br><br><b>30% of the Base Equipment Price</b> plus the percentage of the Approved Spare Parts Price allocated to this milestone in the executed Contract.                                                                                            |
| 3   | Successful FAT and PGE acceptance of certified FAT reports for the applicable units.                                                                                                                                                                                         | <b>\$_____ USD.</b><br><br><b>25% of the Base Equipment Price</b> plus the percentage of the Approved Spare Parts Price allocated to this milestone in the executed Contract.                                                                                            |
| 4   | Delivery of the applicable Transformers in accordance with Section 10 and satisfactory completion of the initial receiving inspection.                                                                                                                                       | <b>\$_____ USD.</b><br><br><b>35% of the Base Equipment Price</b> plus the percentage of the Approved Spare Parts Price allocated to this milestone in the executed Contract.                                                                                            |
| 5   | Completion of the applicable Field Services and Commissioning Support, and PGE's receipt and acceptance of the applicable Field Services Report.                                                                                                                             | <b>\$_____ USD.</b><br><br>One hundred percent (100%) of the separately identified charges for the completed Field Services and Commissioning Support, excluding offloading, lifting, rigging, positioning, and setting, which are included in the Base Equipment Price. |
| 6   | Delivery of the applicable Transformer and associated equipment and submission of supporting third-party invoices for actual shipping and freight charges.                                                                                                                   | <b>\$_____ USD.</b><br><br>One hundred percent (100%) of approved actual shipping and freight charges, without markup unless expressly authorized by the Contract.                                                                                                       |
| 7   | Delivery of the applicable Transformer and associated equipment and submission of                                                                                                                                                                                            | <b>\$_____ USD.</b>                                                                                                                                                                                                                                                      |

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|  |                                                                     |                                                                               |
|--|---------------------------------------------------------------------|-------------------------------------------------------------------------------|
|  | supporting documentation for applicable taxes, duties, and tariffs. | One hundred percent (100%) of approved applicable taxes, duties, and tariffs. |
|--|---------------------------------------------------------------------|-------------------------------------------------------------------------------|

Title to and risk of loss for Approved Spare Parts are governed by Section 10.5.

### 16.3. **Advance or Mobilization Payment**

If Milestone 1 includes payment before PGE receives deliverable equipment or completed substantive performance, Contractor shall provide any payment security required by PGE, which may include an advance-payment bond, letter of credit, parent guaranty, refund obligation, title to identified work in process, or another mutually agreed safeguard.

Payment of a mobilization amount does not relieve Contractor of its obligation to refund unearned amounts if the Contract is terminated or Contractor fails to perform.

Any progress payment for Approved Spare Parts made before PGE receives and accepts those Approved Spare Parts is subject to the payment-security requirements of this Section. Before invoicing, Contractor shall provide the form of security required by PGE in an amount sufficient to protect the unliquidated balance of the applicable progress payment.

PGE may reduce or release the required security as the Approved Spare Parts are completed, delivered, and accepted, as documented in writing by PGE.

### 16.4. **Delivery Costs**

Notwithstanding the DDP delivery term stated in Section 10, the shipping, freight, duties, tariffs, and taxes expressly identified in the Milestone and Reimbursable Cost Payment Schedule are separately reimbursable and are not included in the Base Equipment Price.

Any PGE-approved separately reimbursable cost must:

- a. Be approved in writing before it is incurred;
- b. Be invoiced without markup unless the Contract expressly authorizes a markup;
- c. Be supported by third-party invoices or other reasonable documentation; and
- d. Not duplicate an amount included in the Base Equipment Price, Approved Spare Parts Price, or separately identified Field Services and Commissioning Support charges.

### 16.5. **Payment Does Not Constitute Acceptance**

Payment does not constitute Acceptance or Final Acceptance and does not waive PGE's rights concerning defects, nonconformance, overpayment, unsupported charges, warranty claims, or other remedies.

### 16.6. **Firm Pricing and Cancellation Costs**

Except for the one-time 2030 price increase expressly accepted by PGE and incorporated into the executed Contract, and shipping, freight, duties, tariffs, and taxes expressly identified as separately reimbursable under this SOW, the Contract Price shall remain firm and fixed through completion of the Contract. No other escalation, surcharge, index adjustment, or price increase shall apply.

The completed Cancellation Schedule attached to this SOW as [insert attachment or schedule reference at Contract Award] is incorporated into and made part of the Contract. The Cancellation Schedule establishes the maximum amount Contractor may recover at each identified cancellation point if PGE terminates all or part of the Contract for convenience.

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The Cancellation Schedule establishes the cancellation terms proposed for the Base Transformers and Optional Transformers. The Cancellation Schedule applies to the Base Transformers upon incorporation into the executed Contract and applies to an Optional Transformer only if PGE purchases that Optional Transformer through a fully executed Change Order that expressly incorporates the applicable Cancellation Schedule. PGE's decision not to purchase an Optional Transformer is not a termination or cancellation and does not entitle Contractor to a cancellation charge, termination payment, lost profit, or other compensation.

The amounts stated in the Cancellation Schedule are maximum recovery amounts only. They do not constitute automatic cancellation fees, liquidated damages, or guaranteed payments. Contractor's recovery shall not exceed the lesser of:

- a. The applicable maximum recovery amount stated in the Cancellation Schedule; or
- b. Contractor's reasonable and documented allowable costs under this Section.

Upon termination for convenience, Contractor shall be entitled only to payment for:

- a. Conforming work completed through the effective date of termination; and
- b. Reasonable, documented, and noncancelable commitments incurred specifically for the terminated work before Contractor received the termination notice.

As a condition of payment, Contractor shall submit a detailed termination claim identifying:

- a. The applicable cancellation point;
- b. The work completed as of the termination date;
- c. The costs incurred and the methodology used to calculate those costs;
- d. All amounts previously invoiced or paid;
- e. All outstanding noncancelable commitments; and
- f. All applicable credits, offsets, refunds, and recoveries.

Contractor shall support its claim with contemporaneous accounting, labor, engineering, procurement, production, supplier, and subcontractor records reasonably sufficient to verify the claimed amount. Supporting documentation shall include, as applicable, labor records, purchase orders, subcontracts, invoices, proof of payment, production records, work-in-process inventories, and applicable cancellation or restocking provisions.

Contractor shall take all reasonable steps to mitigate its termination costs. Contractor shall credit PGE for:

- a. All amounts previously paid by PGE;
- b. Avoided labor, overhead, and other costs;
- c. Canceled or reduced commitments;
- d. Supplier and subcontractor refunds or credits;
- e. Salvage value;
- f. Resale proceeds;
- g. Insurance proceeds;
- h. The value of materials, components, equipment, or work that can reasonably be canceled, returned, transferred, reused, or resold; and
- i. Any other cost avoidance or recovery related to the terminated work.

Contractor shall not recover anticipated profit on unperformed work, unsupported allocations, costs associated with standard inventory, costs incurred after receipt of the termination notice unless expressly authorized in writing by PGE, or costs that Contractor could reasonably have avoided. PGE's incorporation of the Cancellation Schedule does not waive Contractor's obligations to substantiate its actual allowable costs, mitigate its termination costs, or provide all applicable credits and

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offsets. PGE may audit Contractor's termination claim and supporting records in accordance with the Contract.

### **17. Invoice Instructions**

Contractor shall submit invoices in accordance with the invoicing requirements of the Master Agreement.

Each invoice shall identify:

- The applicable Transformer unit(s);
- The applicable milestone or payment event;
- The applicable Contract or Change Order line item, if applicable; and
- Supporting documentation demonstrating completion of the applicable milestone.

For invoices requesting payment for Approved Spare Parts, Contractor shall provide:

- Identification of each Approved Spare Part covered by the invoice;
- The applicable milestone achieved;
- Objective evidence demonstrating completion of the milestone;
- The current location and status of each progress-paid item; and
- Evidence of any identification, segregation, storage, preservation, insurance, or payment-security requirements applicable to the Approved Spare Parts.

### **18. Contract Administrator**

The Contract Administrator identified at Contract Award shall administer this SOW on behalf of PGE. Authority to modify the Contract is governed by the Master Agreement.