

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

Table of Contents

1.	Acronyms and Definitions	3
2.	Background	3
3.	Purpose and SOW Objectives	4
3.1	Purpose	4
3.2	SOW Objectives	5
3.2.1	Substations	5
3.2.1.1	Lambert Substation	5
3.2.1.2	Mountain View Substation	8
3.2.2	500 kV Transmission Corridor Overview	10
4.	SOW Term	10
5.	Scope of the Services	10
5.1	Base Scope	10
5.1.1	Lambert Substation	11
5.1.2	Mountain View Substation	11
6.	Contractor's Tasks	11
6.1	General Project Management and Engineering	11
6.2	Base Scope Services	12
6.3	Engineering Services Schedule	12
6.4	Schedule and Cash Flow Maintenance	13
6.5	OE Representation	13
6.6	Design Criteria Memorandum	13
6.7	Extra High Voltage ("EHV") Circuit Breaker Design	13
6.8	Disconnect Switch Design	14
6.9	Instrument Transformer Design	14
6.10	Construction Specification Development	14
6.11	Transmission Line Coordination	14
6.12	Access Roads and Site Civil Engineering	15
6.13	Permit Support	16
6.14	Geotechnical Studies and Investigation	16
6.15	Construction Packages	17
6.16	Long-Lead-Time Material Procurement Support	20
6.17	Substation Design Milestones	20
6.18	EPC Cost and Schedule Estimate	21
6.19	EPC RFP Preparation	21

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

6.20	EPC RFP Bid Evaluation Support.....	22
6.21	EPC Design Review and Construction Support.....	22
6.22	Meetings.....	22
7.	Out of Scope Items.....	25
8.	Project Assumptions.....	26
9.	Project Uncertainties.....	27
10.	Resource Plan	27
11.	Data Exchange	29
12.	Deliverables and Acceptance Criteria	29
13.	Milestone Deadlines and Project Schedule.....	32
14.	Escalation Process and Matrix	34
14.1	Escalation Process	34
14.2	Escalation Matrix	34
15.	Basis of Payment.....	34
15.1	Milestone-Based Payment.....	34
15.2	T&M Payment - Permit Support and Optional Scope	35
15.3	Expense Reimbursement.....	37
16.	Invoice Instructions	37
16.1	General Invoice Requirements.....	37
16.2	Milestone Invoice Requirements	38
16.3	T&M Invoice Requirements.....	38
16.4	Required Invoice Information	39
17.	Contract Administrator.....	39
18.	Project Location.....	39
	Attachment I - Conceptual Operating One-Line Drawings for Lambert and Mountain View Substations.....	40
	Attachment II - Basis of Payment.....	41

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

ANNEX A - STATEMENT OF WORK

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

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

PROJECT TITLE: Substation Owner's Engineer ("OE") Services (the "Project") in support of the Warm Springs Power Pathway Transmission Line Upgrade (the "Warm Springs Power Pathway").

1. Acronyms and Definitions

AC	Alternating Current
ANSI	American National Standards Institute
BOM	Bill of Materials
BPA	Bonneville Power Administration
CO	Change Order
CTWS	Confederated Tribes of the Warm Springs
DBM	Design Basis Memorandum
DCM	Design Criteria Memorandum
DOE	Department of Energy
EHV	Extra High Voltage
EMF	Electromagnetic Field
EPC	Engineering, Procurement, and Construction
GRIP	Grid Resilience and Innovation Partnerships
IEEE	Institute of Electrical and Electronics Engineers
IFC	Issued For Construction
NESC	National Electrical Safety Code
NTP	Notice to Proceed
OE	Owner's Engineer
OSHA	Occupational Safety and Health Administration
RESAP	Resistivity Analysis Software
RFI	Request for Information
RFP	Request for Proposal
ROW	Right-of-Way
SOW	Statement of Work
WSPWE	Warm Springs Power and Water Enterprises
Project Completion	The date on which final completion of the Project is achieved under the EPC contract and accepted in writing by PGE.

2. Background

On October 18, 2023, to strengthen electric grid resilience and reliability, the CTWS was selected to receive a \$250 million grant from the U.S. DOE under the Grid Resilience and Innovation Partnerships ("GRIP") Program. This grant was memorialized in an Assistance Agreement, Award No. DE-GD0000934, between Warm Springs Power and Water Enterprises ("WSPWE") and DOE, dated August 13, 2024 ("the Grant"). WSPWE is a wholly owned subsidiary of CTWS and has been delegated authority by CTWS to administer the Grant. PGE is designated as a subrecipient under the Grant, and WSPWE and PGE entered into a Subrecipient Agreement dated December 1, 2024.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

Pursuant to the Subrecipient Agreement and in support of this Grant, PGE plans to:

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

The Warm Springs Power Pathway is targeted to be in service in 2032 and will cross property owned by CTWS, federal agencies, private landowners, PGE, and the State of Oregon. PGE and WSPWE are committed to significant collaboration throughout the development and execution of the Warm Springs Power Pathway.

3. Purpose and SOW Objectives

3.1 Purpose

The Contractor will serve as PGE's representative in all matters pertaining to engineering, design, preconstruction, and construction services for the development of two (2) separate substations, as described below:

Substation 1: A 500 kV/230 kV substation comprising:

- One (1) 500 kV transmission line terminal
- One (1) 500 kV series capacitor
- One (1) 500 kV shunt reactor
- Two (2) 230 kV transmission line terminals
- One (1) bank of four (4) single-phase 500 kV/230 kV, 400 MVA transformers

Substation 2: A 500 kV substation comprising:

- Four (4) 500 kV transmission line terminals
- One (1) 500 kV shunt reactor

The Contractor shall perform the engineering activities described in subsections (a) through (f) below, including preliminary studies, design, and quality assurance:

a) Collaborative Engineering and Design:

The Contractor shall, with PGE's review and input, complete the following:

- Conduct preliminary engineering studies
- Support permitting activities in compliance with applicable regulations
- Design a 30% construction package
- Develop procurement packages for long-lead-time materials for major substation equipment, including:
 - Transformers
 - Circuit breakers
 - Shunt reactors
 - Series capacitors
 - Disconnect switches
 - Instrument transformers
 - Metering equipment

Note: The specification, sizing, and ordering of transformers and the specification and sizing of the shunt reactors and series capacitors are outside the scope of this SOW and will be managed directly by PGE. However, the Contractor shall include transformers, shunt reactors, and series capacitors in the Bill of

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

Materials ("BOM") developed under Section 6.16, using technical data and specifications provided by PGE. The Contractor's role with respect to these items is limited to incorporating PGE-provided data into the BOM and coordinating material ordering timelines.

PGE shall provide the electrical characteristics, ratings, configuration requirements, equipment selection decisions, and technical data necessary for integration of the series capacitor into the substation design. Contractor shall incorporate such PGE-provided information into all applicable designs, layouts, drawings, studies, construction packages, and procurement documentation.

b) EPC Request for Proposal ("RFP") Package Development:

The Contractor shall develop a comprehensive RFP package for an Engineering, Procurement, and Construction ("EPC") contractor. The selected EPC contractor will be responsible for:

- Completing the design from 30% to Issued For Construction ("IFC")
- Procuring all supplies and equipment except for long-lead-time items previously ordered by PGE.
- Performing all construction work for the Project

c) EPC Bid Evaluation Support:

The Contractor shall support PGE in the thorough evaluation of EPC bids, ensuring alignment with Project requirements and objectives.

d) Design Review and Quality Assurance:

The Contractor shall review and provide detailed comments on the 60%, 90%, and IFC design packages submitted by the selected EPC contractor, ensuring compliance with PGE's standards and Project specifications.

e) Construction Support:

The Contractor shall provide ongoing construction support services for the duration of the Project, including site visits aligned with the key construction milestones, written technical guidance, and timely responses to RFIs within ten (10) business days. The Contractor shall serve as a technical contributor on behalf of PGE, evaluating construction-related issues and providing written recommendations to PGE for review and final decision. The Contractor shall not have independent authority to resolve issues or direct the EPC Contractor without PGE's prior approval.

f) Project Schedule and Budget Management:

The Contractor shall be responsible for:

- Maintaining and updating Project schedules and budgets
- Proactively identifying potential cost savings opportunities
- Addressing budget overruns and schedule delays as they arise throughout the Project.

3.2 SOW Objectives

PGE plans to construct two new 500 kV substations to support associated 500 kV transmission line upgrades.

3.2.1 Substations

The two substations are described as follows:

3.2.1.1 Lambert Substation

- **Location:** 13001 Schmidt Rd SE, Sublimity, OR 97385

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

- **Description:** The Lambert Substation will be a greenfield substation constructed in Marion County, Oregon, located north of Sublimity, OR.
- **Initial Buildout - Major Equipment:** The initial buildout of the Lambert Station will include the following major equipment, as shown in Attachment I, Figure 1:

500 kV Equipment:

- One (1) new 500 kV transmission line terminal
- One (1) new 500 kV circuit breaker
- One (1) new 500 kV shunt reactor
- One (1) new 500 kV series capacitor
- One (1) bank of four (4) single-phase, 500 kV/230 kV, 400 MVA transformers

230 kV Equipment:

- Two (2) new 230 kV transmission line terminals
- Three (3) new 230 kV circuit breakers

Associated Equipment and Supporting Infrastructure:

- Control enclosure(s)
 - Protective relays
 - Disconnect switches
 - Instrument transformers
 - All other equipment and infrastructure generally required for construction, maintenance, and operation of the substation, as further identified during the design process.
- **Future Lambert Substation Buildout:** The Contractor shall incorporate Future Buildout Provisions into the preliminary design of the Lambert Substation. The future final buildout of the Lambert Substation is not within the scope of this SOW and will be addressed under a separate future scope of work. "Future Buildout Provisions" means design elements incorporated into the initial buildout to ensure compatibility with the future final buildout of the substation, without requiring full engineering design of future equipment. Such provisions shall be sufficient to demonstrate that future expansion can be accommodated without significant redesign of the initial buildout, and shall include, but are not limited to:
 1. Reserved physical space and land area for future equipment;
 2. Identified conduit and raceway pathways for future circuits;
 3. Structural foundations sized or pre-engineered to support future equipment loads;
 4. Electrical bus configurations designed to allow future expansion without major redesign; and
 5. Notations on drawings identifying areas reserved for future equipment installation

Note: All subsequent references to "Future Buildout Provisions" in this SOW shall have the meaning set forth in this Section 3.2.1.1.

1. Site Layout and Physical Space

- The Contractor shall prepare a General Substation Layout Drawing, which shall show the physical arrangement of all substation equipment. This drawing shall identify and reserve physical space for all future equipment identified for the Lambert Substation final buildout configuration described under "Lambert Substation - Final Buildout Equipment Reference Quantities" in Section 3.2.1.1, including future transmission line terminals, circuit breakers, shunt capacitors, shunt reactors, and series capacitors. The Contractor shall develop a separate Future Buildout Provisions Drawing, which

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

shall be included in the 30% Construction Package depicting the Future Buildout Provisions, as defined in Section 3.2.1.1, incorporated into the initial buildout design.

2. Electrical Design

- The Contractor shall design the 500 kV and 230 kV bus configurations to accommodate future expansion to the equipment quantities listed in Section 3.2.1.1 without requiring major redesign of the initial bus arrangement
- The Contractor shall prepare a One-Line Schematic Diagram, which depicts the overall station electrical connections and configuration of the substation equipment, and shall indicate future equipment positions with appropriate notation.

3. Civil and Structural Design

- For foundation designs, the Contractor shall identify areas where future foundations will be required
- For access road and site grading designs, the Contractor shall account for future construction traffic and equipment staging requirements associated with the final buildout.

4. Below-Grade Infrastructure

- The Contractor shall prepare a Preliminary Raceway Plan, which depicts the overall station conduit and cable trench arrangement sized and routed to accommodate future circuits associated with the final buildout equipment.
- The grounding grid design shall include a preliminary assessment demonstrating that the proposed grounding system can reasonably be expanded to accommodate the full final buildout configuration without requiring complete replacement of the grounding system.

5. Documentation

- The Contractor shall ensure that all drawings clearly distinguish between initial buildout equipment and Future Buildout Provisions using a consistent notation or legend
- The Contractor shall include a written narrative in the 30% Construction Package describing the design approach for future buildout accommodation
- The Future Buildout Provisions shall be reviewed and accepted by PGE as part of the 30% Design Milestone acceptance process described in Section 12.2. PGE shall provide written acceptance or rejection of the Future Buildout Provisions within ten (10) business days of submission, in accordance with Section 12.2.

Lambert Substation - Final Buildout Equipment Reference Quantities: The following equipment quantities represent the full final buildout configuration of the Lambert Substation and are provided for reference purposes only. These quantities shall be used by the Contractor solely to inform the Future Buildout Provisions described in items 1 through 5 above. They do not constitute independent design obligations beyond those expressly described in items 1 through 5.

500 kV Equipment:

- Six (6) total 500 kV transmission line terminals
- Eighteen (18) total 500 kV circuit breakers
- Four (4) total 500 kV series capacitors
- Four (4) total 500 kV shunt reactors
- Two (2) total 500 kV shunt capacitors
- Two (2) banks of four (4) single-phase, 500 kV/230 kV, 400 MVA transformers

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

230 kV Equipment:

- Twenty-one (21) total 230 kV circuit breakers
- One (1) total 230 kV shunt reactor

Associated Equipment and Supporting Infrastructure:

- Control enclosure(s)
- Protective relays
- Disconnect switches
- Instrument transformers
- All other equipment and infrastructure generally required for construction, maintenance, and operation of the substation, as further identified during the design process.

3.2.1.2 Mountain View Substation

- **Location:** 2562 SW Mountain View Drive, Madras, OR
- **Description:** The Mountain View Substation will be a greenfield substation constructed in Jefferson County, Oregon, located adjacent to the existing Round Butte Substation.
- **Initial Buildout - Major Equipment:** The initial buildout of the Mountain View Substation will include the following major equipment as shown in Attachment I Figure 2:

500 kV Equipment:

- Four (4) new 500 kV transmission line terminals
- Five (5) new 500 kV circuit breakers
- One (1) new 500 kV shunt reactor

Associated Equipment and Supporting Infrastructure:

- Control enclosure(s)
- Protective relays
- Disconnect switches
- Instrument transformers
- All other necessary supporting equipment and infrastructure

Future Mountain View Substation Buildout: The Contractor shall incorporate Future Buildout Provisions into the preliminary design of the Mountain View Substation.

The future final buildout of the Mountain View Substation is not within the scope of this SOW and will be addressed under a separate future scope of work. The Contractor's obligations are limited to the Future Buildout Provisions described below.

For purposes of the Mountain View Substation, the term "Future Buildout Provisions" shall have the meaning set forth in the Lambert Substation Future Buildout provisions above.

At a minimum, the Future Buildout Provisions for the Mountain View Substation shall include the following:

1. Site Layout and Physical Space

- The Contractor shall prepare a General Substation Layout Drawing, which shall show the physical arrangement of all substation equipment. This drawing shall identify and reserve physical space for

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

all future equipment identified for the Mountain View Substation final buildout configuration described under "Mountain View Substation - Final Buildout Equipment Reference Quantities" in Section 3.2.1.2, including future transmission line terminals, circuit breakers, shunt capacitors, shunt reactors, and series capacitors. The Contractor shall develop a separate Future Buildout Provisions Drawing, which shall be included in the 30% Construction Package depicting the Future Buildout Provisions, as defined in Section 3.2.1.2, incorporated into the initial buildout design.

2. Electrical Design

- The Contractor shall design the 500 kV bus configuration to accommodate expansion from four (4) to seven (7) transmission line terminals and from five (5) to twelve (12) circuit breakers without requiring major redesign of the initial bus arrangement
- The Contractor shall prepare a One-Line Schematic Diagram, which depicts the overall station electrical connections and configuration of the substation equipment, and shall indicate future equipment positions with appropriate notation.

3. Civil and Structural Design

- For foundation designs, the Contractor shall identify areas where future foundations will be required
- For access road and site grading designs, the Contractor shall account for future construction traffic and equipment staging requirements associated with the final buildout

4. Below-Grade Infrastructure

- The Contractor shall prepare a Preliminary Raceway Plan, which depicts the overall station conduit and cable trench arrangement sized and routed to accommodate future circuits associated with the final buildout equipment.
- The grounding grid design shall include a preliminary assessment demonstrating that the proposed grounding system can reasonably be expanded to accommodate the full final buildout configuration without requiring complete replacement of the grounding system.

5. Documentation

- The Contractor shall ensure that all drawings clearly distinguish between initial buildout equipment and Future Buildout Provisions using a consistent notation or legend
- The Contractor shall include a written narrative in the 30% Construction Package describing the design approach for future buildout accommodation
- The Future Buildout Provisions for the Mountain View Substation shall be reviewed and accepted by PGE as part of the 30% Design Milestone acceptance process described in Section 12.2. PGE shall provide written acceptance or rejection of the Future Buildout Provisions within ten (10) business days of submission, in accordance with Section 12.2.
- **Mountain View Substation - Final Buildout Equipment Reference Quantities:** The following equipment quantities represent the full final buildout configuration of the Mountain View Substation and are provided for reference purposes only. These quantities shall be used by the Contractor solely to inform the Future Buildout Provisions described in items 1 through 5 above. They do not constitute independent design obligations beyond those expressly described in items 1 through 5.

500 kV Equipment:

- Seven (7) total 500 kV transmission line terminals
- Twelve (12) total 500 kV circuit breakers
- One (1) total 500 kV shunt reactor

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

Associated Equipment and Supporting Infrastructure:

- Control enclosure(s)
- Protective relays
- Disconnect switches
- Instrument transformers
- All other equipment and infrastructure generally required for construction, maintenance, and operation of the substation, as further identified during the design process.

3.2.2 500 kV Transmission Corridor Overview

To support the overall 500 kV corridor construction, the following transmission line work is planned:

- 88 miles of existing 230 kV transmission lines will be rebuilt as 500 kV circuits
- 11 miles of existing 230 kV circuits will be rebuilt as a double-circuit Alternating Current ("AC") transmission line with integrated fiber optic communications.

The key transmission line connections associated with this Project are as follows:

- The new 500 kV transmission line will connect the Mountain View Substation to the Lambert Substation and shall be referred to herein as the "Lambert-Mountain View No. 1 500 kV Transmission Line."
- Two (2) new 230 kV transmission lines will connect the Lambert Substation to the existing Bethel Substation.

The transmission line activities described in this Section 3.2.2 are provided for background and context only. The Contractor has no engineering, design, or construction responsibilities in connection with these transmission line activities, except as expressly described in Sections 6.11.1 and 6.11.2 of this SOW.

4. SOW Term

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

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

PGE may, at its sole discretion, renew the Initial Term for up to four (4) additional Renewal Terms. Renewal Terms 1 through 3 may each be for up to one (1) year. Renewal Term 4, if exercised, may extend from expiration of Renewal Term 3 through August 1, 2032. In no event will the Term extend beyond August 1, 2032.

Each Renewal Term shall be documented through a Change Order executed in accordance with the Master Agreement.

5. Scope of the Services

The Contractor shall represent PGE throughout all stages of the Project by providing investigation and design services during the preconstruction phases, as well as engineering support during the construction phase of the Project. In furtherance of the Purpose set forth in Section 3.1, the Contractor shall perform and provide the tasks, deliverables, and milestones described in this SOW ("Services"). The full scope of Services is described below:

5.1 Base Scope

The Base Scope includes the core engineering, design, and construction support services required for the development of the two (2) greenfield substations described herein. "Base Scope" is defined and limited to the

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

specific tasks, deliverables, and milestones expressly set forth in Sections 6 and 12 of this SOW, along with services that are reasonably and necessarily implied by a specific task or deliverable expressly identified in Sections 6 and 12, without which that specific task or deliverable could not be completed.

"Reasonably and necessarily implied" means incidental work customarily required to complete an expressly identified task or deliverable and does not include a new discipline, material increase in quantities, additional design milestone, additional deliverable, or expansion of the expressly stated level of design.

In the event of any conflict between the general language of Section 5.1 and the specific task descriptions in Sections 6.2 through 6.22, the specific task descriptions shall control.

Services that are expressly identified elsewhere in this SOW as Optional Scope, outside the Base Scope, subject to stated iteration limits, or requiring a Change Order shall not be deemed included within the Base Scope solely because such Services may be reasonably related to, supportive of, or associated with a task, deliverable, or milestone identified in Sections 6 or 12 of this SOW.

5.1.1 Lambert Substation

The Contractor shall provide all Services required under this SOW to support the following:

- Design and construction of a greenfield 500/230 kV substation, consisting of the major equipment identified in Section 3.2.1.1 of this SOW.
- Incorporation of Future Buildout Provisions within the preliminary design to accommodate the future final buildout of the Lambert Substation, as outlined in Section 3.2.1.1 of this SOW.

5.1.2 Mountain View Substation

The Contractor shall provide all Services required under this SOW to support the following:

- Design and construction of a greenfield 500 kV substation, consisting of the major equipment identified in Section 3.2.1.2 of this SOW.
- Incorporation of Future Buildout Provisions within the preliminary design to accommodate the future final buildout of the Mountain View Substation, as outlined in Section 3.2.1.2 of this SOW.

6. Contractor's Tasks

During the Term, the Contractor shall perform the following Services for the Project:

6.1 General Project Management and Engineering

- 6.1.1** Within thirty (30) days of the Effective Date, the Contractor shall develop and submit a Project Management Plan ("PMP") for PGE review and acceptance. The PMP shall establish the management processes, reporting procedures, governance structure, and project controls that will be used throughout the Term.

At a minimum, the PMP shall include:

- a. Project governance structure and organization chart;
- b. Communication and reporting plan;
- c. Risk management process and Risk Register;
- d. Issue management process and Issues Log;
- e. Action Item Log;
- f. Decision Log;

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

- g. Change management process and Change Log;
- h. Baseline Project Schedule and schedule management process;
- i. Budget and cost management process;
- j. Escalation procedures consistent with Section 14; and
- k. Monthly reporting requirements.

The Contractor shall maintain the PMP throughout the Term and update it as necessary to reflect approved changes to Project scope, schedule, budget, risks, responsibilities, or management processes.

- 6.1.2** The Contractor shall continuously maintain and update the PMP and all associated management logs throughout the Term. Risk updates shall be addressed as a standing agenda item during the meetings set forth in Section 6.22 and reflected in the Risk Register. The Contractor shall also maintain and regularly update the Issues Log, Action Item Log, Decision Log, Change Log, and Project Schedule and shall provide current versions to PGE upon request and as part of the monthly Project Status Meetings.
- 6.1.3** The Contractor shall provide PGE with monthly schedule and budget updates.
- 6.1.4** Within thirty (30) days after the Effective Date, the Contractor shall submit an initial Cash Flow Statement to the PGE Contract Administrator. The Contractor shall submit an updated Cash Flow Statement within thirty (30) days after the end of any calendar year in which the projected cash flow for the following year varies by more than ten percent (10%) from the most recently submitted Cash Flow Statement. The Contractor shall also submit a final Cash Flow Statement no later than the end of the Term.
- 6.1.5** The Contractor shall submit monthly accrual reports identifying milestone-based work that has been fully completed but not yet invoiced, where uninvoiced costs exceed \$50,000 at the end of any given month. Partially completed milestones shall not be included in these reports. Such reports shall be submitted within three (3) business days of the end of each calendar month and shall identify, at minimum:
 - a. The applicable milestone(s) completed but not yet invoiced
 - b. The associated payment amount(s); and
 - c. The anticipated invoice submission date.

6.2 Base Scope Services

- 6.2.1** The following activities are illustrative examples of services that may be required under the Base Scope, to the extent they are expressly described in or reasonably and necessarily implied by a specific task or deliverable in Sections 6 and 12 of this SOW. These examples do not independently expand the Base Scope beyond the express terms of this SOW:
 - Permitting and regulatory compliance support (see Section 6.13)
 - Tribal compliance support and coordination (see Section 6.22.4)
 - Geotechnical investigations (see Section 6.14)
 - Construction planning and sequencing (see Section 6.15)

Inclusion of an activity in this list does not constitute authorization to perform that activity beyond the scope and iteration limits expressly described in the referenced sections.

6.3 Engineering Services Schedule

- 6.3.1** Within sixty (60) days following the Effective Date, the Contractor shall provide a comprehensive engineering services schedule developed in Oracle Primavera P6 (or equivalent scheduling software

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

approved by PGE). The schedule shall detail all major milestones, activities, and dependencies, and shall include a Cash Flow projection aligned with the overall Project schedule.

6.4 Schedule and Cash Flow Maintenance

- 6.4.1** The Contractor shall regularly update and maintain the engineering services schedule outlined in Section 6.3 and cash flow projections throughout the Term, ensuring alignment with Project progress and any approved changes to scope, schedule, or budget.

6.5 OE Representation

- 6.5.1** The Contractor shall represent PGE as the OE throughout all phases of the Project, including preconstruction, design, procurement, and construction.

6.6 Design Criteria Memorandum

- 6.6.1** The Contractor shall develop one Design Criteria Memorandum ("DCM") for the Project. The DCM shall outline the design constraints, parameters, and requirements applicable to each substation.

6.6.2 General DCM Content

At a minimum, the DCM shall include the following:

- Substation equipment rating requirements
- Applicable codes, standards, and regulatory requirements
- Electrical design requirements
- Foundation design requirements
- Grounding specifications
- Lightning protection criteria
- Any other relevant design parameters

6.6.3 Required Codes, Standards, and Guidelines

The DCM shall be developed in accordance with the following codes, standards, and guidelines:

- National Electric Safety Code ("NESC")
- Institute of Electrical and Electronics Engineers ("IEEE") standards
- American National Standards Institute ("ANSI") standards
- Occupational Safety and Health Administration ("OSHA") regulations
- PGE design standards and construction specifications
- Industry best practices for 230 kV and 500 kV substation design

The DCM shall reference applicable PGE design standards directly, providing additional detail only where standards are incomplete or require supplementation.

6.7 Extra High Voltage ("EHV") Circuit Breaker Design

- 6.7.1** The Contractor shall develop technical specifications for 230 kV and 500 kV circuit breakers that ensure reliable performance and minimize maintenance requirements within the substation environment.
- 6.7.2** Specifications shall reference existing 230 kV and 500 kV circuit breakers currently operated by both PGE and Bonneville Power Administration ("BPA").

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

6.8 Disconnect Switch Design

- 6.8.1** The Contractor shall develop technical specifications for 230 kV and 500 kV disconnect switches that ensure reliable performance and minimize maintenance requirements within a substation environment.
- 6.8.2** Specifications shall reference existing 230 kV and 500 kV disconnect switches in operation by both PGE and BPA.

6.9 Instrument Transformer Design

- 6.9.1** The Contractor shall study, select, and configure 230 kV and 500 kV instrument transformers that ensure reliable performance and minimize maintenance requirements within a substation environment.
- 6.9.2** Selections shall reference existing 230 kV and 500 kV instrument transformers currently operated by both PGE and BPA.

6.10 Construction Specification Development

- 6.10.1** The Contractor shall assist PGE in the development of new construction specifications for EHV equipment installation.
- 6.10.2** Existing PGE 115 kV and 230 kV construction specifications shall be used as a reference baseline and updated accordingly to address EHV requirements.

6.11 Transmission Line Coordination

- 6.11.1** The Contractor shall coordinate with PGE's Transmission Line OE to ensure proper coordination of required "Transmission Line Getaways" (meaning the connection points and associated conductor and cable configurations at which transmission lines interface with substation equipment) and associated cable sizing as part of the overall objectives of the Warm Springs Power Pathway. Coordination tasks shall include at a minimum:

1. Submitting proposed getaway configurations, routing layouts, and cable sizing calculations to PGE's Transmission Line OE for review and approval at the 10% Design Milestone and the 30% Design Milestone, and at any additional design milestone expressly requested by PGE in writing.
2. Attending a minimum of one (1) meeting per design milestone to confirm getaway sizing, routing, and compatibility with transmission line upgrade requirements;
3. Incorporating PGE Transmission Line OE review comments into subsequent design submittals; and
4. Documenting and tracking all coordination decisions and open items through design completion.

The Base Scope coordination activities described in this Section 6.11.1, including work performed in support of the 10% Design Milestone and the 30% Design Milestone, are included in the milestone pricing established in Sections 13.1 and 15.1 and do not constitute separately compensable Services. All such coordination activities shall be deemed included within the 30% Design Milestone payment.

6.11.2 Optional Transmission Line Getaway Design Services

The following task is designated as Optional Scope and shall only be performed upon receipt of a fully executed written Change Order signed by both Parties.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

If authorized by PGE, the Contractor shall perform engineering and design services associated with transmission line getaways for the Lambert-Mountain View No. 2 500 kV Transmission Line. Such services may include:

- a. Development of transmission line getaway configurations;
- b. Conductor and cable sizing calculations;
- c. Associated substation interface design drawings;
- d. Design coordination with PGE's Transmission Line OE; and
- e. Related engineering documentation reasonably required to support integration of the transmission line into the substation design.

The scope, schedule, and level of design detail will be identified in the applicable Change Order.

The Optional Scope described in this Section 6.11.2 shall be compensated on a T&M basis in accordance with Sections 15.2 and 16.3 of this SOW and at the hourly rates set forth in Attachment II – Basis of Payment [to be detailed at contract award]. The Contractor shall not commence any work under this Optional Scope until the Change Order has been fully executed by authorized representatives of both Parties.

Any work performed by the Contractor under this Optional Scope task prior to receipt of a fully executed Change Order shall be performed at the Contractor's sole risk, and PGE shall have no obligation to compensate the Contractor for such unauthorized work.

6.12 Access Roads and Site Civil Engineering

6.12.1 For both the Lambert Substation and the Mountain View Substation, the Contractor shall produce a preliminary access road design that includes the following:

- Civil design elements such as culverts, drainage ditches, bridges, low-water crossings, and other relevant features
- Drawings detailing the access road alignment and all civil design features
- Maps identifying the locations of access roads and associated civil design features
- Documents depicting work areas, pull sites, and potential equipment laydown yards

6.12.2 For both substation sites, the Contractor shall support easement and access road easement acquisition by preparing exhibits, sketches, and diagrams illustrating required Right-of-Way ("ROW") in relation to existing ROW boundaries.

6.12.3 The Contractor shall support and collaborate with PGE's environmental and realty teams to ensure that all civil designs meet applicable permit requirements and regulatory codes.

6.12.4 The Contractor shall perform field reviews of access roads and civil design features to verify alignment with design intent and site conditions.

6.12.5 The Contractor shall support meetings with **"Local Stakeholders"** – meaning, for the purposes of this Section 6.12.5 only, county and municipal government representatives, adjacent landowners, and public agencies with direct jurisdiction over access road permitting and civil design approvals within Jefferson, Wasco, and Marion counties, Oregon, and the Warm Springs Reservation – to ensure that access road and civil designs are clearly communicated, meet stakeholder expectations, and fulfill all applicable requirements. This definition does not include federal regulatory bodies, media organizations, community advocacy groups, or any other third parties not directly involved in access road and civil design permitting activities.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

6.13 Permit Support

6.13.1 Notwithstanding the milestone-based pricing structure applicable to the other Services under this SOW, all permit support activities performed under this Section 6.13 shall be compensated on a T&M basis in accordance with Sections 13.2, 15.2, and 16.3.

6.13.1.1 Authorization and Iteration Limits

All Services performed under this Section 6.13 shall be performed only upon written authorization from the PGE Contract Administrator. Authorization may be provided by email and shall identify:

- a. the applicable task;
- b. the scope of work;
- c. the authorized period of performance; and
- d. the applicable task-level budget, authorized hours, or Not-To-Exceed amount.

The Contractor shall not exceed the authorized limit without additional written authorization from the PGE Contract Administrator.

For purposes of Sections 6.13.2.1 through 6.13.2.3:

- a. The five (5) iteration limit applies separately to each activity identified in Sections 6.13.2.1 through 6.13.2.3.
- b. The iteration limit applies to both substations combined during the Term.
- c. An "iteration" means one complete revision of the applicable drawing set, layout, study, calculation, analysis, exhibit, or other work product performed in response to a written request from the PGE Contract Administrator.
- d. Iterations exceeding the applicable five (5) iteration limit shall require a fully executed Change Order before performance.

6.13.2 All permit support work performed under this SOW shall be conducted on an "as and when requested" basis. Tasks to be performed in support of permitting activities may include:

- 6.13.2.1** Multiple iterations of substation layout and access road designs developed in collaboration with PGE's environmental and property services teams. Iteration limits and compensation shall be governed by Section 6.13.1.1.
- 6.13.2.2** Electrical effects studies, including audible noise calculations and Electromagnetic Field ("EMF") calculations, as required to support permit applications and environmental review processes. Iteration limits and compensation shall be governed by Section 6.13.1.1.
- 6.13.2.3** Collaboration and support in addressing constructability considerations, including outage sequencing, energization sequencing, equipment laydown areas, staging areas, and related permitting support activities, as applicable. Iteration limits and compensation shall be governed by Section 6.13.1.1.

6.14 Geotechnical Studies and Investigation

6.14.1 The Contractor shall perform, either directly or through qualified subcontractors, the geotechnical studies and investigations required under this SOW. The Contractor's geotechnical scope shall include the following:

6.14.1.1 Selection and recommendation of soil boring locations for both the Lambert Substation and the Mountain View Substation sites.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

- 6.14.1.2** The Contractor shall provide an approximate estimate of the number and locations of proposed borings within their proposal submission. Engineering judgment shall be applied to determine appropriate boring locations based on site conditions, proposed equipment placement, and design requirements.
- 6.14.1.3** At the 30% Design Milestone, the Contractor shall compile and deliver comprehensive geotechnical investigation reports documenting soil conditions across both substation sites. Geotechnical investigations and reports shall be performed and formatted in accordance with applicable PGE standards and industry practice. These reports shall be used to inform foundation design, access road design, and site civil engineering. Geotechnical reports may be required as attachments to permit applications. The Contractor shall coordinate with PGE's environmental and permitting teams to determine and provide required data, report formats, and any additional attachments required to support permit applications.

6.15 Construction Packages

- 6.15.1** The Contractor shall prepare two (2) separate 30% construction packages – one (1) for the Lambert Substation and one (1) for the Mountain View Substation. Each construction package will use PGE Standards, Substation Engineering Practices, and provided reference site documentation to the greatest extent possible. Each deliverable within the construction packages shall be sufficiently complete to confirm design feasibility, support permitting efforts, and establish a basis for subsequent design milestones. All drawings shall be prepared in AutoCAD or an approved equivalent, formatted to PGE drawing standards, and stamped by a licensed Professional Engineer where required.
- 6.15.2** At the 30% milestone, all drawings shall reflect resolved site conditions, confirmed equipment arrangements, and defined system configurations. Items that remain unresolved shall be identified in a Design Basis Memorandum ("DBM") with a stated resolution path and target milestone. Submittals with excessive open items or TBDs that prevent meaningful PGE review shall not be considered complete and may be rejected. PGE shall review each submittal and provide written comments within ten (10) business days following receipt, unless the Parties agree in writing to a different review period. The Contractor shall respond to all comments in writing prior to proceeding to the next milestone.
- 6.15.3** Each construction package shall include the following:

6.15.3.1 Civil Package

- **Thermal Resistivity Measurement of Soil:** Contractor shall conduct field testing at each substation site in accordance with IEEE Standard 442 to measure the thermal resistivity of native soil and proposed backfill materials. A test report shall be submitted documenting test locations, depths, soil classifications, measured values, and recommended design resistivity values for use in cable ampacity and grounding calculations.
- **Topographic or ALTA Survey:** Contractor shall procure a licensed surveyor to perform a topographic or ALTA/NSPS Land Title Survey capturing existing grades, utilities, structures, easements, and right-of-way boundaries. Deliverables shall include a stamped survey drawing in PDF and AutoCAD (.dwg) format and a digital terrain model (DTM).
- **Geotechnical Investigation Report:** Contractor shall procure a licensed geotechnical engineer to perform a site investigation sufficient to characterize subsurface conditions, including bearing capacity, soil classification, groundwater depth, and corrosivity. The report shall include boring logs, laboratory results, and design recommendations for foundations, equipment pads, and access roads, and shall be stamped by a licensed engineer.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

- **Access Road Drawings:** Contractor shall prepare plan and profile drawings for proposed access roads depicting horizontal alignment, grades, surfacing type, drainage features, and clearances required for transport of major substation equipment, including transformers and circuit breakers.

6.15.3.2 Above-Grade Package

- **General Substation Layout Drawing:** Contractor shall prepare a scaled plan view depicting the arrangement of all above-grade components, including equipment pads, structures, bus work, fencing, buildings or enclosures, and drainage features. The layout shall reflect applicable PGE and NESC clearance requirements and shall be accompanied by a brief narrative confirming design feasibility and code compliance.
- **Future General Layout Drawing (depicting Future Buildout Provisions):** Contractor shall prepare a separate layout illustrating the ultimate site buildout, clearly differentiating the initial buildout from the Future Buildout Provisions. Drawing notes shall identify design provisions incorporated into the initial buildout (e.g., stub bus, conduit sleeves, equipment pad provisions) to facilitate future expansion.
- **List of Materials - Major Equipment:** Contractor shall prepare a preliminary bill of materials identifying all major substation equipment, including type, voltage and current ratings, quantity, applicable PGE specification reference, and preliminary procurement lead time estimates where known. The list shall be sufficient to support a preliminary project cost estimate and identification of long-lead equipment.

6.15.3.3 Below-Grade Package

- **Electrical Resistivity Measurement of Soil (RESAP Soil Model):** Contractor shall perform electrical resistivity testing using the Wenner four-pin method in accordance with IEEE Std 81. Data shall be used to develop a multilayer soil model in RESAP. The deliverable shall include raw field data, RESAP model files, and a written summary of soil model parameters for use in the ground grid design.
- **Preliminary Raceway Plan:** Contractor shall prepare a below-grade raceway plan depicting the proposed conduit and duct bank routing throughout the substation yard, including conduit type, size, and quantity; duct bank cross-sections; pull box and manhole locations; and approximate burial depths. Routing shall be coordinated with the General Substation Layout Drawing to avoid conflicts with foundations, grounding, and drainage.

6.15.3.4 Control and Protection Package

- **One-Line Schematic Diagram:** Contractor shall prepare a One-Line Schematic Diagram depicting the complete electrical system configuration, including all high-voltage equipment, bus arrangements, protective devices, and metering points. The diagram shall be sufficiently detailed to confirm system design intent and support protection relay settings development at subsequent milestones.
- **Station Service One-Line Diagram:** Contractor shall prepare a One-Line Schematic Diagram for the station service system, including station service transformer(s), AC distribution panels, DC battery systems, and major station service loads. A preliminary load list shall be included to confirm adequate station service capacity.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

- **Control Enclosure Layout Drawing:** Contractor shall prepare drawings depicting the physical arrangement of components within each control enclosure, including panel-mounted devices, terminal blocks, and wiring troughs. Drawings shall confirm that enclosure sizing and layout accommodate all required equipment with sufficient working clearances.
- **Relay Rack Elevation Drawings:** Contractor shall prepare scaled front elevation drawings for each relay rack depicting the physical arrangement of protective relays, meters, test switches, and other panel-mounted devices, consistent with the One-Line Schematic Diagram and PGE standards for device placement and labeling.
- **List of Materials - Relay Rack Items:** Contractor shall prepare a bill of materials for all relay rack and control panel components, including device designation, manufacturer and model number, quantity, and applicable PGE standard reference, cross-referenced to the relay rack elevation drawings.
- **Network Block Diagram:** Contractor shall prepare a block diagram depicting the communication and networking architecture, including SCADA/EMS interfaces, relay communications, LAN/WAN connections, and remote access provisions. The diagram shall identify communication protocols and physical media types for each link.
- **Pilot Protection Scheme Diagram:** Contractor shall prepare a diagram depicting the proposed pilot protection scheme for each transmission line, including scheme type, communication channel assignments, relay types, and interface points. A brief written description of the protection philosophy shall be included along with any assumptions requiring resolution at subsequent milestones.

6.15.3.5 Miscellaneous Project Documents

- **Project Contact List:** Contractor shall prepare and maintain a contact list identifying key personnel for the Contractor, PGE, and major subcontractors, including names, titles, phone numbers, email addresses, and areas of responsibility. The list shall be updated with each milestone submittal.
- **Construction Specifications:** Contractor shall prepare a preliminary set of construction specifications covering the major scopes of work, including civil/site work, electrical, grounding, conduit installation, equipment installation, and testing and commissioning. Specifications shall be drafted in section format consistent with PGE Standards and shall include, at minimum, scope of work, applicable references, material and installation requirements, and testing and acceptance criteria for each discipline. Placeholder or outline-only specifications shall not be considered acceptable at the 30% milestone.
- **Applicable Standards and References:** Contractor shall compile a master list of all codes, standards, PGE engineering practices, and reference documents applicable to the design, including document title, issuing organization, revision or edition used, and applicable discipline. Any conflicts between standards shall be identified and submitted to PGE for resolution.
- **Permitting Documentation:** Contractor shall identify all permits, approvals, and environmental clearances required for construction and prepare a permitting matrix listing each required permit, the issuing agency, anticipated submission and approval timeline, and current status. Where permit applications are required at or prior to the 30% milestone, the Contractor shall prepare and submit draft application packages for PGE review. Permit submittals shall be coordinated with the 30% construction package drawings and shall not be submitted to agencies prior to PGE written approval.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

- **Construction Sequencing Plan:** Contractor shall prepare a preliminary construction sequencing plan describing the proposed order of construction activities, major milestones, key dependencies, and outage coordination requirements. The plan shall be presented in both narrative and bar chart format at a level of detail sufficient to support construction planning and cost estimating at subsequent milestones.
- **Design Basis Memorandum:** Contractor shall prepare a Design Basis Memorandum (DBM) for each substation summarizing the governing design criteria, key assumptions, applicable standards, and any design decisions made at the 30% milestone. The DBM shall include a log of all open items and unresolved assumptions, each with an identified owner, proposed resolution, and target milestone for closure. The DBM shall be submitted concurrently with the 30% construction package and shall serve as the primary reference for continuity between design milestones. PGE written acceptance of the DBM is required prior to advancing to the next milestone.

6.16 Long-Lead-Time Material Procurement Support

- 6.16.1** The Contractor shall develop a BOM for all long-lead-time equipment and materials, including recommended spare quantities. The objective is to initiate ordering of long-lead-time equipment and materials throughout the preliminary engineering phase and continuing through the 60% Design Milestone. The Contractor shall recommend equipment and material ordering timelines that are driven by the available lead times of the major equipment selected. For transformers, shunt reactors, and series capacitors, the Contractor shall include these items in the BOM based solely on technical data and specifications provided by PGE. The Contractor is not responsible for the specification, sizing, or selection of these items.
- 6.16.2** Long-lead-time materials are currently estimated to include, but may not be limited to:
- Circuit breakers
 - Disconnect switches
 - Instrument transformers
 - Control enclosures
 - Station service transformers
- 6.16.3** The Contractor shall support PGE in the selection of manufacturers for long-lead-time materials by qualifying vendors and collaborating with PGE's procurement team throughout the process.

6.17 Substation Design Milestones

- 6.17.1** The Contractor shall perform substation design engineering tasks in strict compliance with the Milestone Deadlines established in Section 13 of this SOW. The dates referenced in this Section 6.17.1 are included for reference and contextual purposes only and do not independently create binding obligations. In the event of any conflict between the dates referenced in this Section 6.17.1 and the Milestone Deadlines in Section 13, the Milestone Deadlines in Section 13 shall control in all respects.
- a) 10% Design Milestone.** Deliverables to be completed at the 10% milestone include:
- i. Substation DCM
 - ii. EHV Circuit Breaker Specification Development
 - iii. Disconnect Switch Specification Development
 - iv. Instrument Transformer Specification Development
 - v. Geotechnical Investigation - Boring locations shall be selected and field investigation shall be initiated by the 10% Design Milestone. Final geotechnical reports shall

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

be completed and delivered at the 30% Design Milestone in accordance with Section 6.14.1.3.

- b) 30% Design Milestone.** Deliverables to be completed at the 30% milestone include:
- i. Updated Access Road Design and Work Area Plans (reflecting permitting progress)
 - ii. Soil Resistivity Testing
 - iii. Soil Model Development (RESAP)
 - iv. Initiation of Long-Lead-Time Material Ordering
 - v. Transmission Line Coordination
 - vi. Development of sufficient design information to support the subsequent preparation of the EPC Cost and Schedule Estimate in accordance with Section 6.18.
 - vii. 30% Construction Package Creation (Lambert and Mountain View)

c) Post-30% Milestone through Project Completion

Activities to be performed following the 30% milestone through Project Completion include:

- i. Ongoing Permit Support (as requested)
- ii. EPC RFP Preparation and Bid Evaluation Support
- iii. EPC Design Review (60%, 90%, and IFC packages)
- iv. Construction Support Services

6.18 EPC Cost and Schedule Estimate

6.18.1 Upon completion of the 30% design package, the Contractor shall develop both a cost estimate and a schedule estimate for an EPC contractor to:

- Finalize the construction package from the Contractor-provided 30% package to IFC
- Procure all materials and equipment, excluding long-lead-time materials and equipment that were previously procured
- Construct access routes and prepare work areas
- Complete all substation construction activities

6.18.2 As necessary, the Contractor shall provide preliminary construction sequencing plans to support the EPC cost and schedule estimate development.

6.19 EPC RFP Preparation

6.19.1 Upon completion of the 30% design package, the Contractor shall develop a comprehensive RFP package for an EPC Contractor. The selected EPC Contractor will be responsible for finalizing the construction package from 30% to IFC and subsequently constructing the Project.

6.19.2 The Contractor shall prepare and review all construction and technical specifications to be included in the EPC RFP package, ensuring they are sufficient for an EPC contractor to finalize the design, procure all materials and equipment, and construct the Project.

6.19.3 The Contractor shall prepare the EPC RFP package in a manner that supports the bid evaluation activities described in Section 6.20. Following issuance of the EPC RFP, all Contractor support related to bidder questions, bid evaluation, bid assessments, and EPC contractor selection shall be performed in accordance with Section 6.20. PGE shall remain the ultimate decision-maker with respect to the RFP and EPC contractor selection.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

6.20 EPC RFP Bid Evaluation Support

- 6.20.1** The Contractor shall complete an independent cost and technical feasibility assessment of all EPC bids received. The assessment shall evaluate each bid for technical completeness, conformance with RFP requirements, and cost reasonableness. The Contractor shall document findings in a written bid evaluation report and submit the report to PGE for review prior to any joint discussion. Following PGE's review, the Contractor shall meet with PGE stakeholders to compare assessments, discuss findings, and resolve any differences. Based on those discussions, the Contractor shall prepare a final combined bid evaluation report incorporating input from both parties for PGE's approval.
- 6.20.2** During the RFP solicitation period, the Contractor shall prepare written responses to all bidder questions and requests. Proposed responses shall be submitted to PGE for review and written approval before being issued to bidders. The Contractor shall not communicate directly with bidders regarding RFP content except as expressly authorized by PGE in writing.
- 6.20.3** The Contractor shall support PGE throughout EPC contract negotiations by serving as a technical consultant. At PGE's request, the Contractor shall review draft contract terms and conditions, prepare written technical comments and recommendations for PGE's consideration, and attend negotiation meetings to provide real-time technical input to internal PGE stakeholders. The Contractor shall not engage directly with EPC bidders during negotiations except as expressly authorized by PGE in writing.

6.21 EPC Design Review and Construction Support

The Contractor shall assist PGE in the timely and effective implementation of the EPC contract for the remainder of the Project duration by performing the following activities:

- 6.21.1** Review the 60%, 90%, and IFC design package submittals from the EPC contractor for accuracy, completeness, and conformance with Project requirements and applicable standards. For each design package, the Contractor shall prepare a written review report documenting findings, including specific comments, suggested edits, and recommended corrective actions for each identified deficiency. Redlined drawings or documents shall be provided where applicable. The Contractor shall submit its completed review to PGE prior to any joint discussion. Following PGE's review, the Contractor shall meet with PGE stakeholders to compare findings, discuss comments, and resolve any differences. Based on those discussions, the Contractor shall develop a final combined review set incorporating input from both Parties for PGE's approval prior to issuance to the EPC contractor.
- 6.21.2** Review all Requests for Information ("RFI") submitted by the EPC Contractor. The Post-EPC Award milestone pricing established under Section 15.1 includes review of up to one hundred fifty (150) RFIs submitted by the EPC Contractor. The Contractor shall provide written comments and recommendations for each RFI reviewed for PGE's consideration prior to PGE's response to the EPC Contractor. Review of RFIs in excess of one hundred fifty (150) shall require prior written authorization from PGE and shall be addressed through a Change Order before the additional reviews are performed.
- 6.21.3** Review all Change Orders submitted by the EPC Contractor. The Post-EPC Award milestone pricing established under Section 15.1 includes review of up to thirty (30) EPC Change Orders. The Contractor shall provide written comments and recommendations for each Change Order reviewed for PGE's consideration prior to PGE's response to the EPC Contractor. Review of EPC Change Orders in excess of thirty (30) shall require prior written authorization from PGE and shall be addressed through a Change Order before the additional reviews are performed.

6.22 Meetings

- 6.22.1** The meetings identified in this Section 6.22 constitute the meetings included within the Base Scope and milestone pricing established under this SOW. Additional recurring meetings or meeting requirements

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

that materially increase the Contractor's level of effort beyond the meetings expressly identified in this Section 6.22 shall require mutual written agreement and, where appropriate, a Change Order.

The Contractor shall ensure that all meetings are well-documented, focused on upcoming tasks and deliverables requiring PGE coordination and response, and attended by appropriate personnel from the Contractor's team and PGE. Meeting documentation requirements are set forth in Section 6.22.3.

- 6.22.2 The Contractor shall provide a meeting schedule and facilitate all in-person or virtual meetings with Contractor's key personnel and PGE staff. At a minimum, the following meetings shall be held:

a. Project Kick-off Meeting

- A formal kick-off meeting shall be held with PGE representatives within thirty (30) days following the Effective Date to establish Project objectives, introduce key personnel, confirm roles and responsibilities, and align on Project schedule and communication protocols.

b. Preliminary Design Meetings

- The Contractor shall schedule and facilitate meetings throughout the preliminary design phase to review design progress, address technical questions, and resolve outstanding issues. Meeting frequency shall be reasonably determined by the Contractor based on Project needs and in coordination with PGE; however, such meetings are expected to occur no more frequently than biweekly unless otherwise requested or approved by PGE.

c. Engineering Status Meetings

- Throughout the duration of the Project, the Contractor shall schedule recurring status meetings with PGE's Engineering Team. Each meeting shall be thirty (30) to sixty (60) minutes in duration and shall be held at a minimum on a monthly basis. These meetings shall be used to:
 - Provide Project status updates
 - Resolve outstanding technical and administrative issues
 - Identify and track open questions and action items.

d. Monthly Project Status Meetings

- A monthly Project status meeting shall be held with PGE and other relevant stakeholders to review overall Project progress with respect to the Project Schedule, budget status, and any emerging risks or issues.

e. Meeting Consolidation

- Where the subject matter, participants, and objectives overlap, the Engineering Status Meeting, Monthly Project Status Meeting, and Monthly Review may be combined into a single monthly meeting with PGE's approval. Nothing in this Section shall be interpreted to require separate meetings where the required agenda items can reasonably be addressed during a combined meeting.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

6.22.3 Meeting Documentation Requirements

For all meetings listed above, the Contractor shall:

- Prepare and distribute a meeting agenda to all attendees in advance of each meeting
- Record and distribute meeting minutes to all attendees within two (2) business days following each meeting
- Maintain and regularly update the following tracking logs, which shall be shared with all attendees:
 - **Risk Register** - documenting identified risks, risk rankings, mitigation measures, responsible owners, and status
 - **Issues Log** - documenting outstanding issues and their resolution status
 - **Decisions Log** - documenting key decisions made during meetings
 - **Action Items Log** - documenting assigned action items, responsible parties, and due dates
 - **Change Log** - documenting proposed, pending, approved, rejected, and implemented changes affecting Project scope, schedule, budget, assumptions, or deliverables

6.22.4 CTWS Involvement

PGE expects significant involvement, participation, and collaboration from CTWS and its related entities (e.g., WSPWE, CTWS BNR etc.) in the development and execution of the Project. Unless otherwise agreed by the Parties, PGE plans to invite CTWS and its related entities to any Project meetings set forth in this SOW and may share all deliverables created pursuant to this SOW with CTWS-WSPWE-BNR.

The Contractor acknowledges that the nature and extent of CTWS's involvement, including attendance at Project meetings and access to deliverables, may change over the course of the Project. PGE will notify the Contractor of any material changes to CTWS's level of involvement as they arise.

CTWS's participation in Project meetings and review of Project deliverables is advisory in nature. PGE shall retain sole authority for contract administration, approvals, instructions, and decision-making under this SOW. The Contractor shall obtain direction solely from the PGE Contract Administrator unless otherwise authorized by PGE in writing.

- 6.22.5 To ensure effective Project oversight, clear communication, and timely resolution of issues, the following minimum meeting cadence has been established. The Parties may combine meetings identified in this Section where appropriate. Additional recurring meetings beyond those identified below shall require mutual written agreement and may require a Change Order if they materially increase the Contractor's level of effort. Both Parties shall actively participate in the scheduled meetings as outlined below. **[Note: Specific participants from each organization will be confirmed and documented at the time of Contract Award.]**

Frequency	Participants - PGE	Participants - Contractor	Meeting Focus
Biweekly Design Coordination Meeting (during active design phases only)	[To be detailed at Contract Award]	[To be detailed at Contract Award]	• Review status of immediate/short-term tasks and action items • Identify and address day-to-day operational issues • Monitor near-term risks, flag new or emerging risks, and identify concerns requiring escalation to the Monthly Review
Monthly Review	[To be detailed at Contract Award]	[To be detailed at Contract Award]	• Review monthly performance against Project schedule and budget

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

			• Formal escalation and resolution of outstanding issues identified during Design Coordination Meetings. • Address broader stakeholder concerns and strategic priorities • Review and update the Risk Register, including review of risks escalated from Design Coordination Meetings and the status of mitigation measures.
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7. Out of Scope Items

7.1 The following items are explicitly outside the scope of this SOW and will not be compensated or paid for by PGE:

7.1.1 Power Transformer Specification and Ordering

The specification, sizing, and ordering of transformers shall be managed directly by PGE. PGE will provide technical data to the Contractor to support the inclusion of this equipment in the BOM and design documents.

7.1.2 Shunt Reactor Specification and Sizing

The specification and sizing of shunt reactors shall be managed directly by PGE. PGE will provide the required specifications and sizing requirements to support material ordering and BOM inclusion by the Contractor.

7.1.3 Series Capacitor Specification and Sizing

The specification and sizing of series capacitors shall be managed directly by PGE. PGE will provide the required specifications and sizing requirements to support material ordering and BOM inclusion by the Contractor.

7.1.4 Transmission Line Engineering and Design

Except for the transmission line getaway coordination and optional transmission line getaway design services expressly described in Sections 6.11.1 and 6.11.2, all transmission line engineering, design, modeling, analysis, construction support, permitting support, procurement support, and related services are excluded from the scope of this SOW.

- **Section 6.11.1 (Base Scope):** Coordination with PGE's Transmission Line OE regarding transmission line getaway configurations, routing layouts, and cable sizing at the 10% Design Milestone and the 30% Design Milestone.
- **Section 6.11.2 (Optional Scope):** Design and coordination of transmission line getaways for the Lambert-Mountain View No. 2 500 kV transmission line, if authorized by a fully executed Change Order.

Transmission line getaway design, as described in Sections 6.11.1 and 6.11.2, is considered substation interface work and is not subject to this exclusion. All other transmission line engineering and design activities, including those described in Section 3.2.2 for background context only, remain outside the scope of this SOW.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

7.1.5 External Stakeholder Engagement

Any activities involving engagement, coordination, or communication with external stakeholders are excluded from this SOW, except for the following expressly authorized activities:

Section	Permitted External Engagement
6.12.5	Meetings with Local Stakeholders (as defined in Section 6.12.5) regarding access road and civil design permitting
6.16	Coordination with vendors and manufacturers for long-lead-time material procurement
6.22.4	Facilitation of Project meetings attended by CTWS and its related entities, as directed by PGE

Any stakeholder engagement beyond this defined scope shall require a written Change Order executed by both Parties prior to performance.

7.1.6 External Communications

Any form of external communications, including public relations, media outreach, or communications directed outside of PGE's internal organization, are excluded from this SOW, except for the limited external communications expressly authorized above. All other external communications require prior written approval from the PGE Contract Administrator.

Section	Permitted External Communication
6.11	Coordination with the Transmission Line OE regarding transmission line getaways and cable sizing
6.12.5	Meetings with Local Stakeholders (as defined herein) regarding access road and civil design
6.16	Coordination with vendors and manufacturers for long-lead-time material procurement
6.22	Scheduling and facilitating Project meetings with PGE, CTWS, and other Project participants as authorized by PGE

8. Project Assumptions

- 8.1** As used throughout this SOW, the term "500 kV" refers to transmission line circuits and associated substation equipment that will be operated at 550 kV. The terminology is used for simplicity and consistency with standard industry practices and does not alter the actual operating voltage of the equipment or facilities described herein.
- 8.2** The Contractor shall be entitled to reasonably rely upon information, documents, drawings, standards, specifications, technical data, and other materials provided by PGE in connection with the Services. The Contractor shall promptly notify PGE of any apparent errors, inconsistencies, omissions, conflicts, or deficiencies identified in PGE-provided information. If an error, inconsistency, omission, conflict, or deficiency in PGE-provided information could not reasonably have been identified by the Contractor prior to reliance and materially affects the Services, the Parties shall address any resulting scope, cost, schedule, or deliverable impacts through the Change Order process.
- 8.3** Any delays in receiving required data from PGE may impact Project schedule and will be addressed through the Change Order process.
- 8.4** Applicable codes and standards in effect at the time of the Notice to Proceed ("NTP") will govern the design.
- 8.5** The design will be based on the conceptual layouts and One-Line Schematic Diagram (see Attachment I) provided by PGE.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

- 8.6** Design criteria will be established and agreed upon as part of the 10% Design Milestone.
- 8.7** Any changes to design criteria after the agreed-upon milestone may result in additional costs or schedule impacts, which shall be addressed through the Change Order process.

8.8 PGE Standards and Specifications

Unless otherwise directed by PGE in writing, the Contractor shall perform the Services using the versions of PGE standards, specifications, engineering practices, templates, and reference documents provided by PGE as of the Notice to Proceed. PGE may issue revised standards, specifications, engineering practices, templates, or reference documents during the Term. The Contractor shall incorporate such revisions only to the extent directed by PGE in writing. If incorporation of a revised standard, specification, engineering practice, template, or reference document issued after the Notice to Proceed materially affects the scope of Services, level of effort, cost, schedule, deliverables, or design assumptions, the Parties shall address the resulting impacts through the Change Order process.

9. Project Uncertainties

- 9.1** The following uncertainties have been identified and may impact the scope, schedule, or cost of the Project. The Parties shall address any material impacts associated with the uncertainties identified in Sections 9.1.1 through 9.1.7 through the Change Order process.
 - 9.1.1** The optional Lambert-Mountain View No. 2 500 kV Transmission Line is currently undetermined and may or may not be included in the Project scope at the time of contract award.
 - 9.1.2** Potential changes in environmental regulations or requirements during the Project lifecycle.
 - 9.1.3** Outcomes of environmental impact assessments that may affect Project design or schedule.
 - 9.1.4** Unknown subsurface conditions that may be discovered during geotechnical investigations.
 - 9.1.5** Potential discovery of environmental contamination or protected species during site surveys.
 - 9.1.6** Land acquisition or ROW challenges associated with the Warm Springs Power Pathway that may impact Project scope or schedule.
 - 9.1.7** Availability and selection of long-lead-time equipment and materials that may impact design decisions.

10. Resource Plan

- 10.1** This SOW will be supported on a dedicated basis by the "Key Persons" listed below in Section 10.7.
- 10.2** In the event a Key Person is removed, resigns, or is otherwise unable to continue performing Services under this SOW, the Contractor shall promptly notify the PGE Contract Administrator in writing and propose a qualified replacement for PGE's review and approval. PGE reserves the right to review and approve or reject the qualifications of any proposed replacement Key Person prior to that individual commencing work on the Project. PGE shall provide its approval or rejection of a proposed replacement within five (5) business days of receiving the Contractor's written proposal.
- 10.3** A '**Planned Departure**' is a Key Person departure that is known to the Contractor at least thirty (30) calendar days in advance of the Key Person's last day of work on the Project, including but not limited to voluntary resignation with notice, internal reassignment, retirement, or end of contract with an applicable staffing firm.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

The Contractor shall notify the PGE Contract Administrator in writing within two (2) business days of becoming aware of a Planned Departure.

- 10.4** An **"Unplanned Departure"** means a Key Person's departure or unavailability that occurs with less than thirty (30) calendar days' notice or that could not reasonably have been anticipated by the Contractor, including involuntary termination or an unexpected extended absence. The Contractor shall notify the PGE Contract Administrator in writing within one (1) business day of becoming aware of an Unplanned Departure.

In the event of an Unplanned Departure, the replacement individual's time spent onboarding and becoming familiar with the Project during the initial two-week onboarding period shall be provided to PGE at no additional charge. Following the initial two-week onboarding period, the replacement individual's labor shall remain included within the compensation structure otherwise applicable to the Services being performed under this SOW. Nothing in this Section creates a separate entitlement to Time-and-Materials compensation for milestone-based Services.

The Contractor shall use commercially reasonable efforts to minimize any disruption to the Project schedule resulting from an Unplanned Departure.

10.5 Dispute Resolution:

In the event of a dispute between the Parties as to whether a departure constitutes a Planned Departure or an Unplanned Departure, the Parties shall attempt to resolve the dispute in good faith within five (5) business days. If the Parties are unable to resolve the dispute within that period, the matter shall be escalated in accordance with the Escalation Process described in Section 14.

- 10.6** The Contractor may not delegate or reassign a Key Person's work without PGE's prior written approval.

10.7 Key Persons

Contractor Key Persons	Primary Role Description	Quantity	Name
Project Manager	Serves as the primary point of contact for PGE, responsible for overseeing and providing QA/QC for all resources and deliverables under this SOW. The Project Manager must have demonstrated experience in the following areas: - Managing high-voltage substation projects with multiple stakeholders - Technical knowledge in substation design, construction methods, or regulatory requirements - Budget management and schedule adherence - Tracking engineering activities and facilitating communications to keep the Project on schedule.	1	[To be detailed at contract award]
Substation Electrical Project Engineer	Serves as the lead for all substation design and engineering activities. Required qualifications include: - Extensive experience in substation engineering - Demonstrated experience specifically in 500 kV substation design projects.	1	[To be detailed at contract award]

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

Contractor Key Persons	Primary Role Description	Quantity	Name
Substation Civil Project Engineer	Serves as the lead for foundation design, civil engineering, and site access design activities. Required qualifications include: • Experience in substation foundation design, including drilled piers and lattice tower footings • Experience in civil engineering activities for high-voltage substation projects.	1	[To be detailed at contract award]
Construction Feasibility Lead	Serves as the lead for ensuring the constructability and feasibility of the design. Required qualifications include: • Experience in high-voltage substation construction • Demonstrated experience specifically in 500 kV substation construction projects	1	[To be detailed at contract award]

11. Data Exchange

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

11.1.1 PGE Data

PGE shall provide the following data to the Contractor:

- i. Lambert Substation conceptual One-Line Schematic Drawings and conceptual layouts
- ii. Mountain View Substation conceptual One-Line Schematic Drawings and conceptual layouts
- iii. Reference documents for existing PGE 230 kV and 500 kV substation designs
- iv. PGE substation design master documents
- v. PGE specifications and standards

11.1.2 Contractor Data

[To be updated at Contract Award]

12. Deliverables and Acceptance Criteria

12.1 Contractor shall provide the deliverables described in the table below.

#	Deliverable	Section Reference	Deliverable Due Date
1	DCM	6.6	[To be detailed at contract award]
2	EHV Breaker Design	6.7	[To be detailed at contract award]
3	Disconnect Switch Design	6.8	[To be detailed at contract award]
4	Instrument Transformer Design	6.9	[To be detailed at contract award]
5	Construction Specification Design	6.10	[To be detailed at contract award]
6a	Transmission Line Coordination - Base Scope	6.11.1	[To be detailed at contract award]

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

#	Deliverable	Section Reference	Deliverable Due Date
6b	Optional Transmission Line Getaway Design Services	6.11.2	[To be detailed at contract award]
7	Access Roads and Civil Engineering	6.12	[To be detailed at contract award]
8	Permit Support Deliverable #8 (Permit Support) is compensated on a T&M basis in accordance with Section 13.2 and is not subject to the milestone-based payment structure in Section 13.1.	6.13	[To be detailed at contract award]
9	Geotechnical Studies and Investigation	6.14	[To be detailed at contract award]
10	30% Construction Packages (Lambert and Mountain View Substations) • Civil Package • Above-Grade Package • Below-Grade Package • Control and Protection Package • Miscellaneous Project Documents	6.15	[To be detailed at contract award]
10a	Future General Layout Drawing – Lambert Substation Deliverable 10a is a component of Deliverable 10 and is separately identified for tracking and acceptance purposes only. It does not constitute a separate payment milestone.	Section 3.2.1.1, Item 1 (Site Layout and Physical Space); Section 6.15.3.2	[To be detailed at contract award]
10b	Future General Layout Drawing – Mountain View Substation Deliverable 10b is a component of Deliverable 10 and is separately identified for tracking and acceptance purposes only. It does not constitute a separate payment milestone.	Section 3.2.1.2, Item 1 (Site Layout and Physical Space); Section 6.15.3.2	[To be detailed at contract award]
10c	Written Future Buildout Narrative – Both Substations Deliverable 10c is a component of Deliverable 10 and is separately identified for tracking and acceptance purposes only. It does not constitute a separate payment milestone.	Section 3.2.1.1, Item 5 (Documentation) and Section 3.2.1.2, Item 5 (Documentation)	[To be detailed at contract award]
11	Long-Lead-Time Materials Procurement Support	6.16	[To be detailed at contract award]
12	Soil Resistivity Testing and Soil Model Creation	6.15.3.1 and 6.15.3.3	[To be detailed at contract award]

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

#	Deliverable	Section Reference	Deliverable Due Date
13	EPC Cost and Schedule Estimate	6.18	[To be detailed at contract award]
14	EPC RFP Preparation	6.19	[To be detailed at contract award]
15	EPC RFP Bid Evaluation Support	6.20	[To be detailed at contract award]
16	EPC Design Review and Construction Support	6.21	[To be detailed at contract award]
17	Project Management Plan (including Risk Register, Issues Log, Action Item Log, Decision Log, Change Log, and Baseline Project Schedule)	6.1.1 & 6.1.2	Within thirty (30) days of Effective Date
18	Initial Cash Flow Statement	6.1.4	Within thirty (30) days of Effective Date

12.2 Review and Acceptance

Upon receipt of such notice, the PGE Contract Administrator shall have ten (10) business days to accept or reject the deliverable. PGE may extend the review period by providing written notice to the Contractor before the expiration of the initial ten (10) business day review period. Such notice shall identify the reason for the extension and the revised review deadline. If the extension materially affects an applicable Milestone Deadline, the Parties shall address any resulting schedule impacts through the Change Order process set forth in this SOW.

12.3 Correction and Resubmittal

If PGE accepts the deliverable, it will be deemed complete. If PGE rejects the deliverable, PGE shall do so in writing with a reasonably detailed explanation for such rejection. The Contractor shall correct and resubmit the deliverable to PGE within ten (10) business days of receipt of PGE's written rejection notice, unless the Parties mutually agree in writing to an alternative timeframe based on the complexity of the required corrections.

12.4 Deemed Acceptance

If PGE fails to accept or reject a submitted deliverable within the applicable review period established under Section 12.2, the Contractor shall provide written notice to the PGE Contract Administrator identifying the applicable deliverable and requesting a response. If PGE fails to accept or reject the deliverable within five (5) additional business days after receipt of that notice, the deliverable shall be deemed accepted.

12.5 Acceptance Does Not Waive Contractor Responsibility

Acceptance of a deliverable, whether explicit or deemed, shall not relieve the Contractor of responsibility for errors, omissions, defects, nonconforming Services, or failure to comply with the requirements of this SOW or the Master Agreement. PGE retains all rights and remedies available under the Master Agreement and applicable law.

12.6 If the deliverable approval process creates a schedule risk for the Project, the Contractor shall utilize the Escalation Process identified in Section 14 of the SOW.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

13. Milestone Deadlines and Project Schedule

13.1 The Contractor shall complete the following milestones by the dates specified below (each referred to as a "Milestone Deadline").

Milestone	Deliverable Items*	Milestone Deadline	Milestone Duration
Notice to Proceed ("NTP")	N/A	Issued by PGE within five (5) Business Days following SOW execution	1 day
10% Design	1, 2, 3, 4, 9, 17, and 18	No later than twenty (20) weeks after NTP	20 weeks
30% Design	5, 6a, 7, 10, 10a, 10b, 10c, 11, and 12	November 1, 2027	20 weeks
EPC Estimate and RFP Package	13, 14	May 22, 2028	30 weeks
Post-EPC Award	15, 16	[To be determined at EPC contract award, but no later than August 1, 2032]	Duration dependent upon EPC contract award timing and Project execution schedule, but in no event extending beyond August 1, 2032.

*Deliverable item numbers correspond to the Deliverable table in Section 12.

13.2 T&M Deliverables Not Assigned to a Specific Milestone

The following deliverables are compensated on a T&M basis and are not assigned to a specific milestone in the table above in Section 13.1:

- **Deliverable #8** (Permit Support, Section 6.13): T&M invoicing occurs monthly throughout the Term as permit support activities are performed.
- **Deliverable #6b** (Optional Transmission Line Getaway Design Services, Section 6.11.2): This deliverable is Optional Scope and shall only be performed upon receipt of a fully executed Change Order. T&M invoicing shall commence only after such Change Order has been fully executed.

T&M invoicing for these deliverables shall occur on a monthly basis throughout the Term in accordance with Section 16.3.

13.3 Incomplete Milestones at Term Expiration or Termination

Except as otherwise expressly required under the Master Agreement in connection with termination for convenience, the Contractor is not entitled to payment for an incomplete milestone. Any compensation payable following termination for convenience will be determined exclusively in accordance with the Master Agreement and will not include anticipated profit on unperformed Services.

If PGE elects not to exercise a Renewal Term, PGE will provide the Contractor at least sixty (60) days' written notice before expiration of the then-current Term. Termination for convenience will be governed exclusively by the Master Agreement. Following a notice of nonrenewal, PGE may, at its sole discretion, authorize

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

completion of a milestone then in progress, subject to the remaining Term, available funding, and any written direction issued by PGE.

13.4 Renewal Alignment and Milestone Status Reporting

No later than one hundred (100) days prior to the expiration of the Initial Term or any Renewal Term, Contractor shall provide PGE with a written Milestone Status Report identifying:

- a. All milestones completed and accepted to date;
- b. All milestones currently in progress, including estimated percentage of completion, hours expended to date, and projected completion date;
- c. All milestones not yet started.

The inclusion of an in-progress milestone in a Milestone Status Report shall not create any entitlement to compensation, partial milestone payment, progress payment, or other payment prior to completion and acceptance in accordance with Sections 12, 15.1, and 16.2.

PGE's sixty (60) day nonrenewal notice period shall commence no later than sixty (60) days prior to expiration of the applicable term. PGE shall use the forty (40) day period between its receipt of the Milestone Status Report and the commencement of its nonrenewal notice period to review the Milestone Status Report and determine whether to renew.

TIME IS OF THE ESSENCE WITH RESPECT TO MILESTONE COMPLETION

The timely completion of all milestones by their respective Milestone Deadlines is a critical requirement of this SOW. Milestone Deadlines may only be modified through a Change Order.

13.5 Record-Keeping

Contractor shall maintain complete, accurate, and detailed records of all time, labor, materials, and expenses incurred in the performance of this SOW, regardless of whether such work is compensated on a milestone or T&M basis. Such records shall include, at minimum:

- a. Daily time logs identifying the individual(s) performing work, labor category, hours worked, and a description of work performed tied to the applicable milestone or task;
- b. Material and expense receipts or invoices supporting any reimbursable costs; and
- c. A running log of cumulative hours and costs incurred toward each milestone, updated no less than biweekly.

Contractor shall retain all such records for a minimum of three (3) years following expiration or termination of this SOW and shall make such records available to PGE upon request within five (5) business days.

13.6 Project Schedule Requirements

The Contractor shall maintain a detailed, task-based Project Schedule that includes:

- All activities required to complete the deliverables under this SOW, aligned with the Milestone Deadlines
- Key tasks leading up to each milestone
- Critical paths for the completion of each Milestone Deadline

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

13.7 Monthly Schedule Updates

The Contractor shall provide PGE with an updated Project Schedule on a monthly basis, in a mutually agreed-upon format. If any task is not completed in accordance with the Project Schedule, PGE reserves the right – in addition to any other rights and remedies under the Master Agreement – to require the Contractor to submit a Project recovery plan and revised schedule within three (3) business days of the delay.

14. Escalation Process and Matrix

14.1 Escalation Process

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

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

Nothing in this Section 14 restricts either Party from exercising any rights and remedies available to it under the Master Agreement or by law.

14.2 Escalation Matrix

[The table below will be updated at contract award]

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

15. Basis of Payment

15.1 Milestone-Based Payment

Except as provided in Section 13.2 and 15.2, the Contractor shall be compensated on a milestone basis for completion and acceptance of the deliverables identified below. A milestone invoice may be submitted only after all deliverables associated with the applicable milestone have been accepted in accordance with Section 12. Payment for each milestone is contingent upon PGE's acceptance of all deliverables associated with that milestone in accordance with Section 12. Contractor shall not be entitled to payment for partially completed milestones, partially completed deliverables, work in progress, percent-complete estimates, or

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

costs incurred in performance of a milestone that has not been completed and accepted. Unless otherwise expressly provided in this SOW, PGE shall have no obligation to make interim or progress payments for milestone-based Services.

#	Payment Milestone	Due Upon Completion Of	Payment Amount
1	10% Design	Deliverables #1, #2, #3, #4, #9, #17, and #18 (Section 12)	\$ _____
2	30% Design	Deliverables #5, #6a, #7, #10, #10a, #10b, #10c, #11, and #12 (Section 12)	\$ _____
3	EPC Estimate and RFP Package	Deliverables #13 and #14 (Section 12)	\$ _____
4	Post-EPC Award	Deliverables #15 and #16 (Section 12)	\$ _____
-----	Permit Support and Optional Transmission Line Getaway Design Services	Deliverables #8 and #6b are compensated on a T&M basis pursuant to Sections 13.2 and 15.2 and are not subject to milestone-based payment.	T&M
TOTAL MILESTONE COST			\$ _____

Deliverable #8 (Permit Support, Section 6.13) and Deliverable #6b (Optional Transmission Line Getaway Design Services, Section 6.11.2) are excluded from the milestone payment structure and shall be compensated exclusively on a T&M basis in accordance with Sections 13.2, 15.2, and 16.3.

Deliverable #6a (Transmission Line Coordination - Base Scope) is included within the 30% Design Milestone payment.

Deliverables #10a, #10b, and #10c are components of Deliverable #10 and are separately identified only for tracking and acceptance purposes. They do not constitute separate payment milestones.

For purposes of Deliverable #16 (EPC Design Review and Construction Support), the milestone pricing includes review of up to one hundred fifty (150) RFIs and thirty (30) EPC Change Orders. Review quantities exceeding either threshold are outside the milestone-based scope and shall require a fully executed Change Order prior to performance.

Deliverable #17 (Project Management Plan) and the initial submission of Deliverable #18 (Cash Flow Statement) are included within the 10% Design Milestone payment. Any subsequent updates required under Section 6.1.4 are included in the milestone pricing and do not constitute separate payment milestones.

15.2 T&M Payment - Permit Support and Optional Scope

"Time and Materials" or "T&M" refers to a pricing structure under which the Contractor is compensated for actual authorized labor hours expended at the applicable all-inclusive blended hourly rate established for the relevant task and Renewal Term in Attachment II - Basis of Payment, plus reimbursement of pre-approved direct costs permitted under Section 15.3, without markup unless otherwise agreed in writing by the Parties.

T&M invoices shall include:

- Names and titles of personnel performing the Services;
- Hours expended by each individual;

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

- Applicable task;
- Applicable Initial Term or Renewal Term;
- Applicable all-inclusive blended hourly rate for that task and Renewal Term;
- Extended amount;
- Description of work performed; and
- Cumulative costs against the applicable NTE amount.

The total T&M compensation for permit support activities and the optional scope in Section 6.11.2 of this SOW shall not exceed:

- \$ _____ USD for the Initial Term
- \$ _____ USD for the entire Project

Any costs exceeding these limits require a prior written Change Order executed by both Parties before such amounts are incurred. The Contractor shall provide written notice to PGE when cumulative costs incurred under this Section reach seventy-five percent (75%) of the applicable T&M NTE amount.

Following such notice, the Contractor shall continue performing Services in accordance with this SOW until the applicable T&M NTE amount is reached, unless otherwise directed by PGE in writing. Prior to the applicable T&M NTE amount being reached, the Parties shall work in good faith to determine whether additional funding, scope modifications, or other actions are necessary to avoid disruption to the Project.

Reaching the T&M NTE amount shall not, by itself, entitle the Contractor to a Change Order, an increase in the applicable NTE amount, or any additional compensation.

Following receipt of the seventy-five percent (75%) notice, PGE may, in its sole discretion, elect to: (a) increase the NTE amount through a Change Order; (b) modify the scope of Services; (c) suspend further work under the affected Services; or (d) direct the Contractor to continue performance.

Nothing in this SOW shall be construed as requiring PGE to approve a Change Order, increase the applicable NTE amount, or provide additional compensation solely because the Contractor has reached, or is projected to reach, the applicable NTE amount.

Any costs incurred by Contractor in excess of the applicable NTE amount without a fully executed Change Order shall be at the Contractor's sole risk, and PGE shall have no obligation to reimburse such costs unless otherwise agreed in a subsequently executed Change Order.

In months where no permit support activities are performed under Section 6.13 and no costs have been incurred under the Optional Scope in Section 6.11.2, the Contractor is not required to submit a T&M invoice for that month. However, the Contractor shall notify the PGE Contract Administrator in writing by the last business day of such month confirming that no T&M activities were performed during that period. This notification may be submitted via email and shall serve as the record of no activity for that invoice period.

In months where permit support activities are performed but costs are minimal, the Contractor shall submit a T&M invoice in accordance with Section 16.3 regardless of the invoice amount. PGE shall not reject a T&M invoice solely on the basis that the invoice amount is below a minimum threshold.

Notwithstanding anything to the contrary in this SOW, the Contractor shall not be obligated to perform T&M-compensated Services after the applicable T&M NTE amount has been reached unless: (a) PGE authorizes additional funding through a fully executed Change Order; or (b) the Contractor voluntarily elects to proceed in writing. Any work performed after exhaustion of the applicable T&M NTE amount without a fully executed Change Order shall be at the Contractor's sole risk.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

15.3 Expense Reimbursement

15.3.1 PGE shall reimburse the Contractor for pre-approved out-of-pocket expenses, subject to the following conditions:

1. Expenses must receive prior written approval from the PGE Contract Administrator before being incurred.
2. Travel expenses will be reimbursed in accordance with the Travel and Expense Requirements outlined in Exhibit C of the Master Agreement.
3. All expenses must be a direct result of the Services provided under this SOW.
4. Expenses are billed monthly at cost, with no markup.
5. Backup documentation supporting reimbursement must be provided to PGE upon request.
6. The NTE amount for out-of-pocket expenses during the Initial Term is \$ _____ USD.
7. The maximum NTE for out-of-pocket expenses for the entire Project is \$ _____ USD.

15.4 NTE Contract Value

The total contract value for the Initial Term shall not exceed \$ _____ USD.

The total cumulative contract value for the entire Project, including all exercised Renewal Terms, shall not exceed \$ _____ USD.

15.5 Change Order

All changes to scope, terms, conditions, milestones, or deliverables must be authorized through a fully executed written Change Order signed by authorized representatives of both Parties. A Change Order shall be deemed fully executed only when it has been signed by an authorized representative of each Party with the authority to bind their respective organization. No additional or modified Services shall be performed, and PGE's payments shall not exceed the applicable NTE values, until a Change Order has been fully executed.

16. Invoice Instructions

16.1 General Invoice Requirements

The Contractor shall submit invoices to the PGE Contract Administrator and to GID05CTWSInvoices@pgn.com on the last business day of each month for costs incurred in performing the Services. PGE shall make payment within forty-five (45) days of approving a properly submitted invoice.

All invoices must be properly documented and supported in accordance with applicable federal Grant requirements. Supporting documentation may include, but is not limited to:

- Executed payrolls and time records supporting billed labor hours.
- Invoices and vouchers
- Other official documentation evidencing the nature and propriety of the charges

If PGE requests additional supporting documentation – including receipts, timesheets, or system-generated accounting reports – the Contractor shall provide such documentation before PGE will approve the invoice and issue payment.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

16.2 Milestone Invoice Requirements

Invoices for milestone-based payments may only be submitted after all deliverables associated with the applicable milestone have been completed and accepted in accordance with Section 12. No invoice may be submitted for partially completed milestones, partially completed deliverables, work in progress, or percentage-of-completion estimates. Partial completion of a milestone does not entitle the Contractor to payment.

A milestone shall be deemed complete, and the Contractor shall be entitled to submit an invoice, upon the occurrence of either of the following:

- a) **Explicit Acceptance:** The PGE Contract Administrator provides written notice to the Contractor confirming acceptance of all deliverables associated with the applicable milestone in accordance with Section 12.2; or
- b) **Deemed Acceptance:** PGE fails to accept or reject a submitted deliverable within the time periods specified in Section 12.4, and the deliverable is therefore deemed accepted pursuant to Section 12.4.

Upon the occurrence of either (a) or (b) above, the Contractor shall be entitled to submit a milestone invoice within five (5) business days. The invoice shall reference the applicable milestone, identify all associated deliverables, and confirm the basis for acceptance (explicit or deemed) in accordance with Section 16.4.

Deemed acceptance under Section 12.4 carries the same legal effect as explicit written acceptance for purposes of triggering the Contractor's invoicing rights under this Section 16.2.

If a milestone spans multiple deliverables and PGE has explicitly accepted some deliverables but has not accepted or rejected others within the ten (10) business day period, the deemed acceptance provision shall apply individually to each deliverable for which PGE has not responded, and the milestone shall be deemed complete when all associated deliverables for such milestone have been either explicitly or deemed accepted.

If PGE requests that a milestone be divided into separately invoiceable phases, such arrangement must be documented in a written amendment to this SOW executed by both Parties prior to invoicing.

16.3 T&M Invoice Requirements

For Services compensated on a T&M basis under Sections 6.11.2 and 6.13, the Contractor shall submit monthly invoices that include the following, in addition to the requirements of Section 16.1:

- Names and titles of all personnel who performed the Services during the invoice period
- Hours expended by each individual during the invoice period
- Applicable T&M task, applicable Initial Term or Renewal Term, applicable all-inclusive blended hourly rate, and extended amount.
- Brief description of tasks performed during the invoice period
- Cumulative T&M costs incurred to date against the T&M NTE
- All pre-approved direct costs and expenses incurred during the invoice period, with supporting documentation

Invoices that do not include the above information may be rejected by PGE.

If no T&M activities were performed in a given month, the Contractor shall provide written notification to the PGE Contract Administrator in lieu of an invoice, in accordance with Section 15.2. This notification shall be submitted by the last business day of the applicable month and may be delivered

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

via email. The notification shall confirm that no T&M activities were performed during that period and shall serve as the official record of no activity for that invoice period.

16.4 Required Invoice Information

Each invoice must include the following information:

1. Contract number;
2. Total contract sum;
3. Cumulative costs to date;
4. Invoice total;
5. Date the milestone was completed;
6. Key Personnel who completed the milestone;
7. Description that accurately reflects and matches the applicable SOW section; and
8. A summary page in a form that is substantially similar to the Invoice Summary Page Template in the Master Agreement.

Invoices that do not contain the information in this Section 16.4 may be rejected.

17. Contract Administrator

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

- 17.2** Contract Administrator Name: [To be detailed at contract award]

18. Project Location

- 18.1** The Warm Springs Power Pathway Project spans the Warm Springs Reservation and Jefferson, Wasco, and Marion Counties in Oregon.

- 18.2** The Project (as defined in the Project Title) will take place at the following locations:

1. **Lambert Substation (new):** 13001 Schmidt Rd SE, Sublimity, OR 97385
2. **Mountain View Substation (new):** 2562 SW Mountain View Drive, Madras, OR, adjacent to the existing Round Butte Substation

A significant portion of Contractor's work will be performed remotely.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

Attachment I - Conceptual Operating One-Line Drawings for Lambert and Mountain View Substations

Note: The conceptual operating One-Line Drawings for Lambert and Mountain View Substations will be shared with offerors upon fulfillment of one of the following conditions:

1. Executed NDA: The offeror has a fully executed Non-Disclosure Agreement (NDA) in place with PGE that protects the confidentiality of the operating One-Line Drawings, or
2. Existing Master Service Agreement (MSA) with Confidentiality Language: The offeror has a fully executed MSA in place with PGE that includes confidentiality language that protects the confidentiality of the operating One-Line Drawings.

Offerors are requested to confirm which of the above conditions applies to them before the drawings are released.

ANNEX A - STATEMENT OF WORK

Solicitation Number: PGE01-GID05-SH-017

Last Updated: 08/28/2026

Attachment II - Basis of Payment

[Note: This Attachment II - Basis of Payment shall be completed and attached to this SOW upon Contract Award.]

PGE shall pay for Services in accordance with the following basis of payment:

1. **Milestone Payment Schedule** – Fixed payment amounts associated with each milestone established under Section 13.1 of this SOW.
2. **T&M Rate Schedule** – Identification of the all-inclusive blended hourly rates applicable to each T&M-compensated task during the Initial Term and each Renewal Term. The rates established in Attachment II shall apply to all authorized T&M Services performed during the applicable Initial Term or Renewal Term and shall include all labor, overhead, profit, and other costs, except for reimbursable expenses expressly permitted under Section 15.3.
3. **Expense Reimbursement Schedule** – Pre-approved expense categories and applicable reimbursement rates, consistent with Section 15.3 of this SOW.
4. **Not-To-Exceed Amounts** – The applicable NTE values for:
 - Total milestone-based payments (Section 15.1)
 - T&M activities – Initial Term (Section 15.2)
 - T&M activities – Entire Project (Section 15.2)
 - Out-of-pocket expenses – Initial Term (Section 15.3)
 - Out-of-pocket expenses – Entire Project (Section 15.3)
 - Total contract value – Initial Term (Section 15.4)
 - The total cumulative contract value for the entire Project (Section 15.4)