



## Department of Energy

Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208-3621

PUBLIC AFFAIRS

April 5, 2011

In reply refer to: DK-7

Dan Seligman, Attorney at Law  
Columbia Research Corporation  
PO Box 99249  
Seattle, WA 98139

### **RE: FOIA #BPA-2011-00530-F**

Dear Mr. Seligman:

This is a final response to your Freedom of Information Act (FOIA) request to the Bonneville Power Administration (BPA).

Although BPA has released the majority of the responsive records in their entirety, portions of some of the records have been redacted. The records which have some information redacted are withheld pursuant to 5 USC § 552(b) (6) (Exemption 6). The redaction is explained below.

#### Exemption 6

BPA asserts this exemption for information that could reasonably be expected to constitute an unwarranted invasion of personal privacy if disclosed. The withheld information consists of the names and personal contact information (address, and/or phone numbers) of the individual. Release of this information could subject these individuals to unwanted intrusions of privacy. There is no public interest in the disclosure of this information, because it does not shed any light on how BPA has performed its statutory duties.

If you are dissatisfied with this determination, you may appeal within thirty (30) days from the date you received this letter to The Director, Office of Hearings and Appeals, Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585. The appeal must be in writing and both the envelope and letter must be clearly marked "Freedom of Information Act Appeal."

If you have any questions relating to this request, please contact Cheri Benson, FOIA/Privacy Act Specialist, at 503-230-7305.

Sincerely,

Christina J. Munro  
Freedom of Information Act/Privacy Act Officer

Enclosure: Responsive Documents

## SOLE SOURCE JUSTIFICATION

In 1978 the Administrator of BPA signed an agreement with the Warm Springs Tribe that provided the ability for the Tribe to have us move our Transmission Lines that cross the southern end of the reservation to the northern corridor of BPA transmission lines by the year 2010. With the new NERC reliability standards it is now not possible for BPA to move the transmission lines crossing the southern area of the reservation to the northern corridor, and continue to be in compliance with the NERC reliability standards. BPA has been in discussions with the Warm Springs Tribe for the past year and a half to be able to continue to use the southern corridor of right-of-way. The negotiations are about to get more intense as we drive toward an agreement with the Warm Springs Tribe and they suggested that it would be helpful to bring in a facilitator for the remainder of the negotiations. They informed BPA that they would prefer Walt Pollock to be the facilitator, as they have a long and respected relationship with Mr. Pollock and have faith that he could facilitate the negotiation without prejudice. Mr. Pollock was previously a Senior Vice President of the Transmission Business Line for BPA and has a wealth of knowledge about BPA and its transmission system. It is seen as being in the best interest of both parties to have Mr. Pollock act as facilitator for these negotiations.

Additionally, Mr. Pollock will be facilitating finalization of BPA draft Wind Integration Policy. At the request of the BPA Administrator, Mr. Pollock acted in a volunteer capacity to facilitate the alignment of key regional stakeholders in the drafting of BPA's wind integration policy. He was instrumental in working with the regions key stakeholders and BPA to gain general agreement on the role BPA would play in bringing new wind generation resources onto the NW Power Grid. Regional stakeholders and the BPA Administrator has a great deal of trust in, and respect for Mr. Pollock to be able to facilitate a final wind integration policy that is best for BPA and the region.

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**BONNEVILLE  
POWER ADMINISTRATION**

**CONTRACT**

*Mail Invoice To:*

Randy L. Ridenhour - DKT - DITT2  
Bonneville Power Administration  
P.O. Box 491  
Vancouver, WA 98666-0491

**Contract : 00033477**

**Page : 1**

*Vendor:*

**WALTER E POLLOCK**

Ex 6

*Please Direct Inquiries to:*

**ROBERT W. GABLE**  
**Title: CONTRACT SPECIALIST**  
**Phone: 360-418-2455**  
**Fax : 360-418-2363**

**Contract Title: FACILITATION SERVICES FOR WIND AND TRIBAL ENERGY ISSUES**

**Total Value : \$36,000.00**  
**Pricing Method: TIME & MATERIALS**  
**Performance Period: 06/15/07 - 10/10/08**

**\*\* NOT TO EXCEED \*\***  
**Payment Terms: Net 30**

\_\_\_\_\_  
**Contractor Signature**

\_\_\_\_\_  
**Printed Name/Title**

\_\_\_\_\_  
**Date Signed**

*Robert W. Gable*

\_\_\_\_\_  
**BPA Contracting Officer**

\_\_\_\_\_  
June 15, 2007

\_\_\_\_\_  
**Date Signed**

***This award contains the following - TEXT ATTACHED***

**CONTRACT TERMS AND CONDITIONS**

***Scope of Work Attached***

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## UNIT 1 — SCHEDULE

### CONTRACT TYPE (7-1) (SEP 98)(BPI 7.1.9)

This is a time-and-materials contract.

### PERFORMANCE PERIOD (7-7M) (SEP 98)(BPI 7.2.7.1)

The period of performance is from June 1, 2007 through October 30, 2008.

### SCHEDULE OF PRICES (22-51M) (SEP 98)

A. The Contractor shall provide services as a facilitator for wind and tribal energy issues on an as-needed basis. In performing these services, the billing rate established herein shall be used.

B. The Estimated Cost for this effort is \$36,000.00.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Billing Rate</u>	<u>Estimated Amount</u>
001	Facilitation Services for Warm Springs negotiations	100	hour	\$150.00	\$15,000.00
002	<u>Travel, Lodging, Per Diem</u> Travel, Lodging, and per diem associated with Warm Springs negotiations. These costs shall be governed by Federal Travel Regulations			Not-to-Exceed	\$3,000.00
003	Facilitation Services for Wind Integration Policy	100	hour	\$150.00	\$15,000.00
004	<u>Travel, Lodging, Per Diem</u> Travel, Lodging, and per diem associated with wind integratin policy issues. These costs shall be governed by Federal Travel Regulations			Not-to-Exceed	<u>\$3,000.00</u>
Total Estimated Cost					\$36,000.00

### LABOR STANDARDS – PRICE ADJUSTMENT (10-4) (OCT 93)(BPI 10.3.4)

- (a) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under paragraph (d) below.
- (b) The minimum monetary wages and fringe benefits required to be paid or furnished to service employees under this contract as set forth in the wage determination, shall be subject to adjustment if (1) the

period of performance of this contract exceeds two years, (2) the contract contains option provisions specifying that a differing wage determination shall apply thereto, (3) an amendment to the Fair Labor Standards Act is enacted revising the minimum wage rate, (4) a contract modification significantly changes the nature of the work, or, (5) the Department of Labor otherwise directs.

- (c) The contract price or contract unit priced labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with the new rates, or the decrease is voluntarily made by the Contractor.
- (d) Any such adjustment shall be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, material costs, overhead, or profit. (For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour.)
- (e) The Contractor shall notify the Contracting Officer (CO) of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the CO. The Contractor shall promptly notify the CO of any decrease under this clause, but nothing in the clause shall preclude the BPA from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the CO may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on, or determination of, any such adjustment and its effective date.
- (f) The CO or an authorized representative shall have access to and the right to examine any pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

## UNIT 2 — CONTRACT CLAUSES

### PAYMENT AND TAXES

#### ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (MAY 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:

Bonneville Power Administration  
PO Box 491  
ATTN: NSSS - MODW Vendor Maint.  
Vancouver, WA 98666-0491

E-mail Address: VendorMaintenance@BPA.gov  
Phone: (360) 418-2800  
Fax: (360) 418-8904

- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

#### BASIS OF PAYMENT -- TIME-AND-MATERIALS CONTRACTS (22-4) (SEP 98)(BPI 22.1.3)

BPA shall pay the Contractor as follows after submission of invoices approved by the CO. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services.

(a) Hourly Rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the CO.

(2) Overtime. The hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis unless the CO has specifically authorized overtime and the contract includes overtime rates.

(b) Materials. Allowable costs of direct materials shall be determined by the CO in accordance with Part 13 of the BPI in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices, consistent with Part 13 of the BPI. Direct materials are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(c) Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(d) Subcontracts. The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause, if such costs are consistent with Part 13 of the BPI. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates in the Schedule.

(e) Responsibility to obtain best overall price. To the extent able, the Contractor shall--

(1) Obtain materials, subcontracts, and travel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory products and services; and

(2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits and additionally, give credit to BPA for any amounts that have accrued to the benefit of the Contractor or would have accrued except for the fault or neglect of the contractor. When unable to take advantage of the benefits, the Contractor shall promptly notify the CO and give the reasons.

(f) Material the Contractor regularly sells to the public. If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (e)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all

applicable discounts to BPA; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

- (g) **Audit.** At any time before final payment under this contract the CO may audit the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the CO not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "final invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract, BPA shall promptly pay any balance due the Contractor.
- (h) **Refunds.** The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to BPA. The Contractor and each assignee shall assign to BPA all such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the CO.

**PAYMENT (22-12)**  
**(OCT 05)(BPI 22.2.5)**

- (a) **Payment Due Date.** Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (b) **Billing Instructions.**
  - (1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.
  - (2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO.
- (c) **Payment Method.** Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.
- (d) **Prompt Payment Act.** This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.
- (e) **Interest Penalty Payments.** If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

**CONTRACT CEILING LIMITATION (22-7)**  
**(SEP 98)(BPI 22.1.3)**

- (a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.
- (b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.
- (d) Contract Ceiling.
  - (1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and
  - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.
- (e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.
- (f) If this contract is terminated or the contract ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

**FEDERAL, STATE, AND LOCAL TAXES (22-15)**  
**(SEP 98)(BPI 22.5.3.4)**

- (a) The contract price shall include all applicable Federal, State, and local taxes and duties.
- (b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.
- (c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.
- (d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the CO.
- (e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

**INTEREST ON AMOUNTS DUE BPA (22-13)  
(SEP 98)(BPI 22.3.1)**

- (a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to BPA under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six month period as fixed by the Secretary until the amount is paid.
- (b) Amounts shall be due at the earliest of the following dates:
- (1) The date fixed under this contract;
  - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination;
  - (3) The date BPA transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt; and
  - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification;
- (c) Payment will be due within 30 days of the date of the invoice. The collection actions available under the Debt Collection Act of 1982 (Public Law 97-365), as amended, and the revised Federal Claims Collections Standards (4 CFR 102), will be utilized. Administrative charges and penalties will be charged in accordance with 31 USC 3717, except where prohibited or explicitly provided for by statute or regulation required by statute.

**GENERAL CONTRACT ADMINISTRATION**

**APPLICABLE REGULATIONS (1-1)  
(MAY 07)(BPI 1.3.1)**

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at <http://www.bpa.gov>. Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity – GK, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

**SUBCONTRACTS (14-7)  
(SEP 98)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)  
(SEP 98)(BPI 14.3.2)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**STOP WORK ORDER (14-14)**  
**(SEP 98)(BPI 14.12.1)**

- (a) The Contracting Officer may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of BPA.
- (b) The contractor shall immediately comply with the Contracting Officer's order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order.
- (c) If a stop work order is issued for the convenience of BPA, the Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, if the order results in a change in the time required for, or the costs properly allocable to, the performance of any part of this contract.
- (d) A claim under this clause shall not be allowed (1) for any cost incurred more than 20 days before the Contractor notified the Contracting Officer of the basis of the claim in writing, and (2) unless the claim stating the amount of time or money requested, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

**CHANGES - TIME-AND-MATERIALS (14-10)**  
**(SEP 98)(BPI 14.10.5.1.1)**

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
  - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
  - (2) Method of shipment or packing.
  - (3) Place of delivery or performance.
  - (4) Description of services to be performed.
  - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (6) BPA-furnished property.
  - (7) Place of inspection or acceptance.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.

- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
- (d) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the revised contract estimated cost and, if this contract is incrementally funded, the additional amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Contract Ceiling Limitation clause of this contract.
- (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

**MODIFICATION COST PROPOSAL - PRICE BREAKDOWN (14-13)**  
**(SEP 98)(BPI 14.10.5.1.1)**

- (a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.
- (b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.
- (c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

**PRICING OF ADJUSTMENTS (14-12)**  
**(SEP 98)(BPI 14.10.5.1.1)**

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other modification in connection with this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 13 of the Bonneville Purchasing Instructions which are in effect on the date of this contract.

**EXAMINATION OF RECORDS (12-3)**  
**(SEP 98)(BPI 12.8.8.1)**

- (a) The contractor shall keep accurate and complete accounting records in support of all cost-based billings to BPA in accordance with generally accepted accounting principles and practices. The Comptroller General of the United States, the Contracting Officer, or their representatives, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent records involving transactions related to this contract or any subcontract hereunder. Records includes, but is not limited to, books, documents,

and other information regardless of form (e.g., machine readable data) or type (e.g. data bases, applications software, data base management software, utilities, etc.) including computations and projections related to proposing, negotiating, pricing, subcontracting, modifying or performing the contract. The purpose of such examination shall be to determine the accuracy, completeness, and currency of costs charged under the contract and/or to verify cost or pricing information submitted to BPA.

- (b) Such documents shall be available for three (3) years after final payment or, in the case of termination, three (3) years from the date of any final termination settlement. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims have been disposed of.
- (c) The contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in other than fixed price subcontracts over \$100,000, altering the clause as necessary to identify the contracting parties and the Contracting Officer under the prime contract.

**ORDER OF PRECEDENCE (14-3)**  
**(SEP 98)(BPI 14.4.1.1)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications or statement of work); (b) contract clauses; (c) the specifications or statement of work; and (d) other documents, exhibits, and attachments.

**HOMELAND SECURITY (14-17)**  
**(MAY 07)(BPI 14.18.3)**

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country. BPA will notify the Contractor in writing whether or not it can allow an intangible export of BPA's Critical and Sensitive Infrastructure Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA Critical and Sensitive Infrastructure Information. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any Security Incident and cooperate with BPA in investigating and resolving the Security Incident. In the event of a Security Incident the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

**BANKRUPTCY (14-18)**  
**(OCT 05)(BPI 14.19.1)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identify of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

## STANDARDS OF CONDUCT AND BUSINESS PRACTICES

### DRUG-FREE WORKPLACE (3-6) (SEP 98)(BPI 3.6.4)

- (a) The contractor agrees that with respect to all employees to be employed under this contract it will provide a drug-free workplace as described in this clause.
- (b) Definitions. As used in this clause "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812), as from time to time amended, and as further defined in regulation at 21 CFR 1308.11-1308.15, as amended.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employees who have other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (c) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an on-going drug-free awareness program to inform such employees about--
    - (A) The dangers of drug abuse in the workplace;
    - (B) The contractor's policy of maintaining a drug-free workplace;
    - (C) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (D) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (c)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by subparagraph (c)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
    - (A) Abide by the terms of the statement; and

- (B) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (c)(4)(B) of this clause, from an employee, or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subparagraph (c)(4)(B) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (A) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (B) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (c)(1) through (c)(6) of this clause.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (c) of this clause may, pursuant to BPI 3.6.3 render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)**  
**(OCT 05)(BPI 3.7.1)**

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
  - (1) Harassment-free workplace;
  - (2) Non-smoking workplace;
  - (3) Firearms and other weapons (BPAM 1073);
  - (4) Safety and health clauses in this contract;
  - (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;
  - (6) Standards of conduct regarding transmission information (BPI 3.2);
  - (7) Dissemination of Critical and Sensitive Information, Including Information Pertaining to Critical Infrastructure (BPAM 1081); and
  - (8) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the BPA Security office procedures.
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)**  
**(OCT 05) (BPI 3.8.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

## **BONDS AND INSURANCE**

### **INSURANCE (16-2) (SEP 03)(BPI 16.3.3)**

- (a) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
  - (2) **General liability.** The contractor shall provide general liability insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply, shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as insureds with respect to the contractor's performance of services. The contractor's policy shall be primary to any insurance or self-insurance programs of BPA.
  - (3) **Automobile liability.** The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
- (b) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify the contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to the CO at least 30 days before the effective date. In addition, the contractor shall provide certificates as the policies are renewed throughout the period of the contract. If the contractor's insurance does not cover the subcontractors involved in the work, the contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.

## **TERMINATION**

### **TERMINATION FOR CONVENIENCE BY EITHER PARTY (20-1) (SEP 98)(BPI 20.3.1)**

Either party may terminate all or any part of this contract at any time upon 30 days written notice to the other party. Termination costs will be negotiated between the parties. Notwithstanding the Disputes clause of this contract, if the parties are unable to agree upon the termination costs, the parties may utilize the services of the American Arbitration Association to assist in resolving the issue.

### **TERMINATION FOR DEFAULT (20-3) (SEP 98)(BPI 20.5.1)**

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of those causes are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

## **DISPUTES**

### **APPLICABLE LAW (21-5) (SEP 98)(BPI 21.3.12)**

Irrespective of the place of performance, this contract will be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal Government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Oregon shall apply.

### **DISPUTES RESOLUTION PROCESS (21-3) (OCT 05)(BPI 21.3.12)**

- (a) All disputes arising under or relating to this contract shall be resolved under this clause.
- (b) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment or equitable adjustment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the requirements of this clause, if it is not disputed either as to liability or amount or is not acted upon in a reasonable time.
- (c) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision before final payment. A claim by BPA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of receipt of the request. For Contractor claims in excess of \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date when the decision will be made. At any time prior to issuance of the Contracting Officer's final decision, either party may request mediation or other alternate disputes resolution process (see paragraph (g)) by a third party in order to assist in settling the claim. Should the contractor request the use of an alternate disputes resolution process, the time frames for issuing a CO decision and payment of interest shall be suspended.
- (e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless:
  - (1) Within 90 days from the date of receipt of such decision the Contractor or Contracting Officer initiates disputes resolution processes described in Subchapter IV of the Administrative Disputes

Resolution Act of 1990 (P. Law 101-552, 104 Stat. 2736) with the Seattle Office of the American Arbitration Association at the address,

American Arbitration Association  
701 Pike Street, Suite 950  
Seattle, WA 98101-4111

whose telephone number is (206) 622-6435 and facsimile number is(206) 343-5679; or

- (2) Within 90 days from the date of receipt of such decision the Contractor appeals the decision to the US Department of Energy, Board of Contract Appeals at either its postal or courier address:

US Postal Service (USPS) mailing address: US Department of Energy  
Board of Contract Appeals  
HG-50, Building 950  
L'Enfant Plaza Building  
1000 Independence Avenue SW  
Washington, DC 20585-0116

Courier and other than USPS address: US Department of Energy  
Board of Contract Appeals  
Suite 810  
950 L'Enfant Plaza SW  
Washington, DC 20024

whose telephone number is (202) 287-1900 and facsimile (202) 287-1700, in the manner specified in the decision; or

- (3) Within 12 months from the date of receipt of such decision the Contractor brings an action thereon in the United States Court of Federal Claims.
- (f) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.
- (g) Alternative disputes resolution process.
- (1) The parties are encouraged to attempt an alternative dispute resolution as described by Subchapter IV of the Administrative Disputes Resolution Act of 1990 (P. Law 101-552, 104 Stat. 2736), including, at the request of any party, mediation or binding arbitration, prior to commencing litigation in any court, board or tribunal. Mediation shall be accomplished as agreed between the parties. Arbitration, if any, shall be done through the Seattle, Washington Office of the American Arbitration Association, and shall be done according to the Commercial Arbitration Rules of the American Arbitration Association, using one arbitrator unless otherwise agreed to by the parties. If the contractor rejects BPA's request to use an alternate dispute resolution process, the reason for its rejection shall be furnished to the Contracting Officer.
- (2) The parties stipulate that any tribunal to which any controversy or claim is brought should stay its proceedings, except in aid of arbitration, pending completion of arbitration and the issuance of the Arbitrator's award.
- (3) Service of summons in any court action to enforce or challenge an award must be effectuated according to Rule 4 of the Federal Rules of Civil Procedure for the United States District Courts or under the comparable rule of another court or tribunal with subject matter jurisdiction.

- (4) Except as specified below in this paragraph, there shall be no discovery in connection with any dispute resolution process. However, in the event that any party to such dispute resolution process shall receive information pertaining to the dispute through anyone's use of the Freedom of Information Act with the Department of Energy or Bonneville Power Administration, then, at the option of Bonneville Power Administration, other discovery shall be permitted and, if thus permitted at all, shall be opened fully to all parties. To the extent that such discovery cannot be effectuated by consent and agreement, it shall be under the supervision of the individual assisting with the dispute resolution.
- (h) BPA shall pay interest on the amount found due and unpaid from: (1) the date the Contracting Officer receives the claim, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury, and applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

## UNIT 3 — STATEMENT OF WORK

STATEMENT OF WORK  
FOR  
FACILITATION SERVICES

Background

In 1978, the Administrator of BPA signed an agreement with the Warm Springs Tribe that provided the ability for the Tribe to have BPA move its Transmission Lines that cross the southern end of the reservation to the northern corridor of BPA transmission line right-of-way by the year 2010. With the new NERC reliability standards, it is not possible for BPA to move the transmission lines crossing the southern area of the reservation to the northern corridor and continue to be in compliance with the NERC reliability standards.

BPA has been in discussions with the Warm Springs Tribe for the past eighteen months in an effort to continue using the southern corridor of the right-of-way. The negotiations are becoming more intense as work toward an agreement with the Tribe continues.

In addition, developments in the creation of a draft wind integration policy necessitate the services of a facilitator to complete the process.

Tasks

The Contractor shall:

1. Facilitate negotiation meetings between BPA and the Tribe regarding the location of BPA transmission lines across the Reservation.
2. Meet with each of the parties (BPA and the Tribe) separately, as necessary, to keep the negotiations moving in the right direction.
3. Facilitate finalization of BPA draft Wind Integration Policy.
4. Facilitate Steering Committee Meetings of the Northwest Wind Integration Forum.
5. Facilitate additional communication between Steering Committee Members, regional policy leaders, and personnel in other regions of the WECC to help advance completion of the action items called for in the NW Wind Integration Action Plan.
6. Work with the Power Council to advance analysis of the tradeoffs between fish operations and other competing uses of hydro system flexibility.

BONNEVILLE  
POWER ADMINISTRATION

CONTRACT

Mail Invoice To:

Contract : 00033477  
Release :  
Page : 1

Vendor:  
WALTER E POLLOCK

Ex 6

Please Direct Inquiries to:

ELIDA MONROE  
Title: CONTRACT SPECIALIST  
Phone: 360-418-2453  
Fax : 360-418-2363

Attn:

Contract Title: FACILITATION SERVICES FOR WIND AND TRIBAL ENERGY ISSUES

Total Value : \$36,000.00  
Pricing Method: TIME & MATERIALS  
Performance Period: 06/15/07 - 09/25/09

**\*\* NOT TO EXCEED \*\***  
Payment Terms: % Days Net 30

<del>Contractor Signature</del>	
<del>Printed Name/Title</del>	BPA Contracting Officer
<del>Date Signed</del>	11/4/2008

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Contract Amendments

Title : EXTEND FACILITATION SERVICES FOR WIND AND TRIBAL ENERGY ISSUE  
Amendment: 001  
Amended Performance Period: - 09/25/09  
Amendment Value:  
Pricing Method :

**CONTRACT NO. 33477  
AMENDMENT NO. 001  
FACILITATION SERVICES FOR WIND AND TRIBAL ENERGY ISSUES**

Authorize this amendment per the following:

1. Extend the performance period for this contract until September 25, 2009. This is a no-cost extension.

**ORIGINAL AMOUNT: \$36,000.00  
AMENDMENT NO. 1: - 0 -  
GRAND TOTAL: \$36,000.00**

**HONNEVILLE  
POWER ADMINISTRATION**

**CONTRACT**

Mail Invoice To:

Contract : 00033477  
Release :  
Page : 1

Vendor:  
**WALTER E POLLOCK**

Ex 6

Please Direct Inquiries to:

**ELIDA MONROE**  
Title: **CONTRACT SPECIALIST**  
Phone: 360-418-2453  
Fax : 360-418-2363

Attn:

Contract Title: **FACILITATION SERVICES FOR WIND AND TRIBAL ENERGY ISSUES**

Total Value : **\$56,000.00**  
Pricing Method: **TIME & MATERIALS**  
Performance Period: **06/15/07 - 09/25/09**

**\*\* NOT TO EXCEED \*\***  
Payment Terms: **%** Days Net **30**

	
Contractor Signature	BPA Contracting Officer
<u>Walter E. Pollock</u>	<u>6/9/2009</u>
Printed Name/Title	Date Signed
<u>6/9/2009</u>	
Date Signed	

*This award contains the following - **TEXT ATTACHED***

**CONTRACT TERMS AND CONDITIONS**

Title : **ADDITIONAL TRIBAL AND WIND FACILITATION - ENERGY**  
Amendment: **002**  
Amended Performance Period: **-**  
Amendment Value: **\$20,000.00**  
Pricing Method :

**Contract No. 33477  
Amendment 002  
TRIBAL AND WIND FACILITATION- ENERGY**

---

In accordance with the Changes clause, this contract is hereby amended as follows:

The Statement of Work and schedule of pricing is amendment to add for more tribal and wind facilitation between BPA and the Warm Springs Tribe. The facilitation for the negotiations which are occurring are an important mission to BPA.

A. Add for additional work for more tribal and wind facilitation between BPA and Warm Springs Tribe. INCREASE: \$20,000.00.

**TOTAL INCREASE: \$20,000.00**

1. As a result of this change, the Schedule of Prices (Items) is hereby modified as follows:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
1.	Tribal and Wind Facilitation Services	1 job	\$20,000.00

B. This amendment constitutes the total equitable adjustment for the changes described herein.

C. All other terms and conditions remain the same.

ORIGINAL CONTRACT AMOUNT: \$36,000.00  
AMENDMENT NUMBER 1: 20,000.00  
TOTAL: \$56,000.00

D. Mail all invoices with the Contract Number to the following address:

Mr. Randy Ridenhour  
Bonneville Power Administration  
PO Box 905 7-N6  
Vancouver, WA 98666

BONNEVILLE  
POWER ADMINISTRATION

CONTRACT

Mail Invoice To:

Contract : 00033477  
Release :  
Page : 1

Vendor:  
WALTER E POLLOCK  
Ex 6

Please Direct Inquiries to:

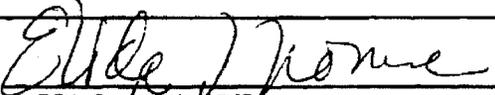
ELIDA MONROE  
Title: CONTRACT SPECIALIST  
Phone: 360-418-2453  
Fax : 360-418-2363

Attn:

Contract Title: FACILITATION SERVICES FOR WIND AND TRIBAL ENERGY ISSUES

Total Value : \$56,000.00  
Pricing Method: TIME & MATERIALS  
Performance Period: 09/26/09 - 12/31/09

**\*\* NOT TO EXCEED \*\***  
Payment Terms: % Days Net 30

<del>Contractor Signature</del>	
<del>Printed Name/Title</del>	BPA Contracting Officer
<del>Date Signed</del>	10/14/2009

**This award contains the following - TEXT ATTACHED**

**CONTRACT TERMS AND CONDITIONS**

Title : **EXTEND THE PERFORMANCE PERIOD UNTIL 12/31/2009**  
Amendment: 003  
Amended Performance Period: 09/26/09 - 12/31/09  
Amendment Value:  
Pricing Method :

**Contract No. 33477  
Amendment 003  
TRIBAL AND WIND FACILITATION- ENERGY**

---

In accordance with the Changes clause, this contract is hereby amended as follows:

A. Extend the performance period for this contract from September 26, 2009 to December 31, 2009.

B. Mail all invoices with the Contract Number to the following address:

Mr. Randy Ridenhour  
Bonneville Power Administration  
PO Box 905 7-N6  
Vancouver, WA 98666

Walter E. Pollock  
2352 NW Raleigh St  
Portland, OR 97210

July 4, 2007

BPA Contract Number 33477

Contractor Invoice 1

Invoice for June 2007 Professional Services

Walter E. Pollock      Ex 6

Task 1. – Facilitate Meetings Between BPA and CTWS.

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
06/21/2007	Preparation for 6/22 meeting	1.0
06/22/2007	Meeting with CTWS, BPA, and DOI in Warm Springs	4.0
	Total Hourly Charges (5.0 hours @ \$150/hour)	\$750
	Travel to and from 6/22 meeting	
	220 miles round trip (to Warm Springs 6/22, returning 6/24)	
	Total Travel (220 miles @ 48.5 cents/mile)	\$106
	Balance Due	\$856

Approved: *Randy L. Ridenhour*  
*Randy L. Ridenhour*

07-11-07

Walter E. Pollock

Ex 6

July 4, 2007

BPA Contract Number 33477

Contractor Invoice 2

Invoice for July 2007 Professional Services

Walter E. Pollock Ex 6

Task 4. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
07/17/2007	Telephone Conference with Steve W. and Tom K. ( discussing timing and substance of future Steering Work)	2.0
	Balance Due (2.0 hours at \$150/hour)	\$300

Approved: Randy Z. Ridenour  
02-19-08

Walter E. Pollock

Ex 6

October 4, 2007

BPA Contract Number 33477

Contractor Invoice 3

Invoice for August and September 2007 Professional Services

Walter E. Pollock Ex 6

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
08/06/2007	Meet w/ J. Manion, J. Noteboom, D. Heath	3.0

Task 4. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
08/06/2007	Correspond w/ S.C. members, meet w/ Elliot M.	2.0
09/02/2007	Draft correspondence to S.C.	2.0
	Balance Due (7.0 hours at \$150/hour)	\$1,050

Approved: Randy L. Kidenhour  
Randy L. Kidenhour -DKT  
10-10-07

Walter E. Pollock

Ex 6

November 1, 2007

BPA Contract Number 33477

Contractor Invoice 4

Invoice for October 2007 Professional Services

Walter E. Pollock Ex 6

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
10/03/2007	Discussions w/ J. Noteboom, J. Manion, K. Johnston	1.0
10/09/2007	Meet w/ BPA – mtg agenda, outline, issues	2.0
10/10/2007	Revise outline	1.0
10/11/2007	Vancouver meeting of all parties	5.0
10/26/2007	Financing follow-up note to BPA	1.0

Task 4. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
10/03/2007	Status review, talk with Aaron Jones	1.0
10/04/2007	Prepare Steering Committee communication	2.0
10/10/2007	Wind energy follow-up memo to S. Wright, T. Karier	1.0
10/18/2007	Wind integration update to S.C. members –transmit	2.0
10/22/2007	Wind integration follow-up w/ S.C. members	1.0

10/24/2007	Follow-up conversation E. Mainzer	1.0
10/31/2007	Follow-up conversation E. Mainzer	1.0
	Balance Due (19.0 hours at \$150/hour)	\$2,850

Approved: Randy Z. Kienle  
11-07-07

Walter E. Pollock  
Ex 6

November 1, 2007

BPA Contract Number 33477

Contractor Invoice 4

Invoice for October 2007 Professional Services

Walter E. Pollock Ex 6

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
10/03/2007	Discussions w/ J. Noteboom, J. Manion, K. Johnston	1.0
10/09/2007	Meet w/ BPA – mtg agenda, outline, issues	2.0
10/10/2007	Revise outline	1.0
10/11/2007	Vancouver meeting of all parties	5.0
10/26/2007	Financing follow-up note to BPA	1.0

Task 4. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
10/03/2007	Status review, talk with Aaron Jones	1.0
10/04/2007	Prepare Steering Committee communication	2.0
10/10/2007	Wind energy follow-up memo to S. Wright, T. Karier	1.0
10/18/2007	Wind integration update to S.C. members –transmit	2.0
10/22/2007	Wind integration follow-up w/ S.C. members	1.0

10/24/2007	Follow-up conversation E. Mainzer	1.0
10/31/2007	Follow-up conversation E. Mainzer	1.0
	Balance Due (19.0 hours at \$150/hour)	\$2,850

Approved: *Nancy Z. Kidenko*  
11-07-07

Walter E. Pollock

Ex 6

November 1, 2007

BPA Contract Number 33477

Contractor Invoice 5

Invoice for November 2007 Professional Services

Walter E. Pollock Ex 6

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
11/19/2007	Review work scope, plan Jan mtg	1.0

Task 4. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
11/12/2007	Develop SC mtg agenda, Meet w/ Elliot M.	2.0
11/13/2007	Develop and distribute draft SC mtg agenda	2.0
11/18/2007	Meet w/ Ed Sienkiewicz regarding C. Grid / SC mtg	1.0
11/20/2007	Refine SC agenda with Jeff K., Elliot M., Steve W.	2.0
11/21/2007	Further refine SC agenda w/ Jeff K, Elliot M.	1.0
11/25/2007	E-mail SC members, mtg prep	2.0
11/26/2007	Pre mtg w/ Tom K., Steve W., Jeff, Elliot, refine agenda	3.0
11/27/2007	SC mtg, prep and follow-up	5.0
11/28/2007	SC mtg follow-up	1.0

Balance Due (20.0 hours at \$150/hour) \$3,000

Approved: Randy L. Kidenhour 12-14-07  
Randy L. Kidenhour

Walter E. Pollock

Ex 6

November 1, 2007

BPA Contract Number 33477

Contractor Invoice 5

Invoice for November 2007 Professional Services

Walter E. Pollock Ex 6

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
11/19/2007	Review work scope, plan Jan mtg	1.0

Task 4. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
11/12/2007	Develop SC mtg agenda, Meet w/ Elliot M.	2.0
11/13/2007	Develop and distribute draft SC mtg agenda	2.0
11/18/2001	Meet w/ Ed Sienkiewicz regarding C. Grid / SC mtg	1.0
11/20/2007	Refine SC agenda with Jeff K., Elliot M., Steve W.	2.0
11/21/2007	Further refine SC agenda w/ Jeff K, Elliot M.	1.0
11/25/2007	E-mail SC members, mtg prep	2.0
11/26/2007	Pre mtg w/ Tom K., Steve W., Jeff, Elliot, refine agenda	3.0
11/27/2007	SC mtg, prep and follow-up	5.0
11/28/2007	SC mtg follow-up	1.0

Balance Due (20.0 hours at \$150/hour) \$3,000

Approved: *Randy L. Ridenhour* 12-14-07  
*Randy L. Ridenhour*

Walter E. Pollock

Ex 6

May 22, 2008

BPA Contract Number 33477

Contractor Invoice 8

Invoice for April 2008 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
04/16/2008	Review Suggested Agenda Items, Respond to BPA	1.0
04/22/2008	Prepare and Distribute Draft Agenda and Schedule, Conference Call with Jim N. and Jim M.	3.0
04/25/2008	Negotiating Session in Vancouver, including prep	4.0
	Balance Due (8.0 hours at \$150/hour)	\$1,200

Approved: *Randy L. Lidenhour* 05-26-08  
*Randy L. Lidenhour*

Walter E. Pollock

Ex 6

June 10, 2008

BPA Contract Number 33477

Contractor Invoice 9

Invoice for May 2008 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
05/15/2008	Conversation with Steve H., Mike M. (PGE) regarding Southern crossing, planning for future lines, relationship to BPA/CTWS right-of-way.	2.0

Task 2. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
05/23/2008	Prepare and meet with Elliot M., Jeff K. regarding status	2.0
05/26/2008	Draft status memo to Steve W., Tom K.	2.0
	Balance Due (6.0 hours at \$150/hour)	\$900

Approved: Randy L. Ridenhour  
Randy L. Ridenhour  
06-23-08

Walter F. Pollock

Ex 6

July 11, 2008

BPA Contract Number 33477

Contractor Invoice 10

Invoice for May 2008 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
06/02/2008	Meet with Jim N. and Jim M. Prep for 7/1 mtg	2.0
06/09/2008	Prepare transmission memo to Brian S.	2.0
06/10/2008	Draft 6/13 call framework	1.0
06/13/2008	Business committee call / prep	1.0
06/19/2008	Prepare draft agenda 7/1 mtg	1.0

Task 2. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
06/04/2008	Revise memo to Steve W., Tom K.	2.0
06/07/2008	Meet with Ed S. regarding wind integration	1.0
06/08/2008	Finalize memo to Steve W., Tom K.	2.0

Balance Due (12.0 hours at \$150/hour)

\$1,800.00

Approved: RZR 27-16-08

Walter E. Pollock

Ex 6

August 13, 2008

BPA Contract Number 33477

Contractor Invoice 11

Invoice for July 2008 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
07/01/2008	Participate in BPA/CTWS negotiation	3.0
07/28/2008	Prepare background on ownership constructs	1.0
07/30/2008	Prepare discussion topics for finance meeting	1.0

Task 2. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
07/02/2008	Prepare update matrix w/ Elliot M., Jeff K.	3.0

Balance Due (8.0 hours at \$150/hour)

\$1,200.00

Approved: *Randy L. Ridenhour* 08-29-08  
Randy L. Ridenhour - DKT

Walter E. Pollock

Ex 6

October 1, 2008

BPA Contract Number 33477

Contractor Invoice 12

Invoice for August and September 2008 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
08/06/2008	Meet w/ J. McArthur (PGE) on transmission plans, telecom 2.0 w/J. Manion, J.Noteboom on transmission plans	
08/18/2008	Conf call w/ CTWS,BPA Bus. Group, Follow-up w/ Brian S.	2.0
08/28/2008	Draft agenda for 9/5 Welches mtg	1.0
09/02/2008	Conference call w/Brian S.	1.0
09/06/2008	Mtg w/CTWS, BPA @ Welches	5.0
	Travel to and from Welches mtg 92 miles @ GSA POV rate of 58.5 cents/mi	\$53.82
09/17/2008	Draft participation language prior to Bus Group mtg	2.0
09/22/2008	Review revised participation language	1.0
09/24/2008	Bus Group mtg	3.0

Task 2. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

09/07/2008	Prebare notes for S. Wright call. notes to J. King and E. Mainzer	2.0
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09/09/2008	Talk with S. Wright, follow-up w/ J. King, E. Mainzer	2.0
09/30/2008	Meet w/ E. Sienkiewicz re 12/2 SC mtg. prepare mtg mats.	2.0

Balance Due (23.0 hours at \$150/hour, plus 53.82 mileage) \$3,503.82

Approved: *Randy L. Ridenhour* 10-08-08  
Randy L. Ridenhour

Walter E. Pollock

Ex 6

November 6, 2008

BPA Contract Number 33477

Contractor Invoice 13

Invoice for October 2008 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
10/27/2008	Negotiation Session – Warm Springs	4.0

Task 2. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

10/01/2008	Meet w/ Elliot M., Prep for SC mtg	1.0
10/17/2008	Prep for SC mtg, e-mail Elliot M., Jeff K.	1.0
10/20/2008	Meet w/ Randy H., Prep for SC mtg	2.0

Balance Due (8.0 hours at \$150/hour)      \$1,200.00

Approved: *Randy L. Ridenhour*  
*Randy L. Ridenhour*

11-17-08

Walter E. Pollock

Ex 6

December 7

BPA Contract Number 33477

Contractor Invoice 14

Invoice for November 2008 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
11/24/2008	Prep with Brian S. and Jim M. for negotiations	1.0

Task 2. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

11/10/2008	Review backgrounder, other S.C. mtg prep	1.0
11/13/2008	Review draft status report	2.0
11/17/2008	Prepare draft agenda, forward to Tom K., Steve W.	2.0
11/20/2008	Mtg prep, review CREPC and WEILF work	1.0
11/23/2008	Mtg prep, revise report and agenda	1.0
11/24/2008	Contact SC members via e-mail	4.0
11/25/2008	Syd B, Elliot M. calls, e-mails to SC members	3.0
11/26/2008	Meet with RNP to prep for SC mtg	2.0
11/28/2008	Meet w/ Elliot M., talk with Steve w.	2.0
11/30/2008	Mtg prep	1.0

Balance Due (20.0 hours at \$150/hour)

\$3,000.00

Approved: *Randy L. Ridenhour*  
*Randy L. Ridenhour*

12-11-08

Walter E. Pollock

Ex 6

January 11, 2009

BPA Contract Number 33477

Contractor Invoice 15

Invoice for December 2008 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
12/3/2008	Negotiation session, including prep	4.0

Task 2. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

12/01/2008	Steering Committee mtg prep	3.0
12/02/2008	Steering Committee mtg, including prep	6.0
12/03/2008	S.C. follow-up, Jeff K., Elliot M., Brian S.	1.0
12/08/2008	S.C. follow-up, Randy H.	1.0
12/11/2008	Follow-up notes to Jeff K., Elliot M.	1.0
12/13/2008	Draft recommended further efforts	2.0
12/17/2008	Revise recommended further efforts	1.0
12/18/2008	Conference call w/ Steve W., Tom K.	1.0
12/31/2008	Meet w/ Elliot M., S.C. follow-up	2.0

Balance Due (22.0 hours at \$150/hour) \$3,300.00

Approved: *Randy L. Ridenhour*  
*Randy L. Ridenhour* 01-16-09

Walter E. Pollock

Ex 6

January 11, 2009

BPA Contract Number 33477

Contractor Invoice 16

Invoice for January and February 2009 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

01/16/2009	Conversations with Brian S. and Jim M.	1.0
01/26/2009	Prep for 1/29 call, talk with Jim M.	1.0
01/26/2009	Appraisal follow-up and review	1.0
01/28/2009	Draft compensation framework	2.0
01/29/2009	CTWS/BPA conf call and prep	2.0
02/03/2009	Redraft compensation framework	1.0
02/28/2009	Develop agenda for 3/2 conf call	1.0

Task 2. Facilitate steering committee Meetings of Northwest Wind Integration Forum

01/06/2009	Revise draft ltr from Tom K. and Steve W.	2.0
01/07/2009	Revise work items	2.0
01/16/2009	Revise draft ltr, talk w/ Brian S., Elliot M.	1.0
01/24/2009	Draft revised update, ltr	1.0
01/25/2009	Finalize and send update and ltr	2.0
02/08/2009	Draft study framework – WIAP	1.0
02/10/2009	Revise study framework	1.0

02/27/2009

Further revise framework

1.0

Balance Due (20.0 hours at \$150/hour)

\$3,000.00

Approved: Randy Z. Kidenhour 03-10-09  
Randy L. Kidenhour

Walter E. Pollock

Ex 6

May 7, 2009

BPA Contract Number 33477

Contractor Invoice 17

Invoice for March and April 2009 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
03/02/2009	BPA/CTWS Conference call, prep	2.0
03/16/2009	Meet with Jim M.	2.0
04/09/2009	Talk w/ Jim M., prep for 4/10 mtg	1.0
04/10/2009	Meet w/ Jim M., Brian S.	3.0

Task 2. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

03/09/2009	Draft note to grid entities	1.0
03/10/2009	Talk with John K., note to grid entities	1.0
03/20/2009	Meet w/ Randy H.	1.0
04/02/2009	Meet w/ Ed S.	1.0
04/06/2009	Meet at Columbia Grid, follow up	4.0
04/09/2009	Talk w/ Elliot M., John K.	1.0
04/10/2009	Talk w/ Ed S., Brian S.	1.0
04/13/2009	Talk w/ Ed S., Elliot M.	1.0
04/24/2009	Meet w/ Randy H., talk w/ Brian S.	1.0

Balance Due (20.0 hours at \$150/hour)

\$3,000.00

Approved: Randy & Ridenhour  
Randy & Ridenhour

05-13-09

05/15/2009      Conversation w/Elliot M., revise draft      1.0

05/29/2009      BPA wind integration team meeting      3.0

Balance Due (20.0 hours at \$150/hour)      \$3,000.00

Approved: Randy Z. Ridenhour  
Randy C. Ridenhour

07-31-09

Walter E. Pollock

Ex 6

July 16, 2009

BPA Contract Number 33477

Contractor Invoice 18

Invoice for May and June 2009 Professional Services

Walter E. Pollock 503-916-0029

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
05/08/2009	Talk with Brian S., message Jim M.	1.0
05/12/2009	Conversation with Jim M.	1.0
05/22/2009	Telephone conference Jim M., Brian S., follow-up note	2.0
05/29/2009	Conversation w/ Jim M.	1.0
06/03/2009	Phone conversation w/Brian S., prep	1.0
06/10/2009	Phone conversation w/Jim M. , message to Brian S.	1.0
06/19/2009	Conversations w/ Brian S. and Jim M., follow-up	2.0
06/30/2009	Telephone conference w/Jim M., Brian S., prep	1.0

Task 2. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

05/09/2009	Conversation w/Elliot M., develop note to SC	1.0
05/08/2009	Meet w/Ed S., further draft SC note	3.0
05/13/2009	Draft update to Tom K., Steve W.	1.0
05/14/2009	Conversation w/ Jeff K., revise draft	1.0

Walter E. Pollock

Ex 6

December 31, 2009

BPA Contract Number 33477

Contractor Invoice 19 (Final Invoice)

Invoice for July Through December Professional Services

Walter E. Pollock Ex 6

Task 1. Facilitate meetings Between BPA and CTWS

<u>Date</u>	<u>Activity</u>	<u>Hours</u>
07/13/2009	Conversations with Brian S., Steve W., Jim M.	2.0
07/14/2009	Conversation with Brian S., Jim M.	1.0
08/31/2009	E-mail BPA, CTWS – commercial elements	1.0
09/15/2009	Meet w/ BPA, CTWS	3.0
10/26/2009	Meet w/ Steve W., Brian S., Jim M., Ron S.	1.0
11/16/2009	Final agreement signing – BPA, CTWS	2.0

Task 2. Facilitate Steering Committee Meetings of Northwest Wind Integration Forum

07/10/2009	Meet w/ Ed S.	1.0
09/23/2009	Meet w/ Elliot M.	1.0
11/18/2009	Meet w/ Elliot M.	1.0
11/25/2009	Draft communication to SC	2.0
12/08/2009	Review progress on SC action items	1.0
12/09/2009	Talk w/ Elliot M., prepare SC mtg materials	2.0

12/10/2009	Talk w/ Kristi W., prepare SC mtg materials	2.0
12/12/2009	Correspond with SC members	1.0
12/12/2009	E-mails to WECC, Jeff K., Elliot M.	2.0
12/15/2009	Additional mtg prep with Jeff K.	1.0
12/16/2009	Talk w/ Brian S., Elliot M.	2.0
12/17/2009	Correspond with multiple parties re SC mtg	2.0
12/21/2009	Additional correspondence, mtg prep	2.0
12/22/2009	Finalization of mtg materials, correspondence	2.0
12/30/2009	Review mtg materials	1.0
12/31/2009	Meet w/ RNP	2.0

Balance Due (35.0 hours at \$150/hour) \$5,250.00

Approved: *Randy Z. Kiedenk* 12-31-09