



GENERAL PROVISIONS FOR PURCHASE ORDERS

Buyer's Purchase Order constitutes an offer to purchase the goods and any services described herein which may be accepted only in accordance with its terms and without modification, addition, deletion or alteration. In the event Seller's acknowledgement, confirmation, invoice or other form states terms additional to or different from those set forth herein, Buyer's Purchase Order shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. In the absence of written acceptance or other written confirmation hereof by Seller, the commencement of any Work by Seller in pursuance of this Order or the making of any deliveries by Seller of the goods and services described herein shall be deemed an acceptance hereof and a Purchase Order shall be formed only upon the terms and conditions set forth herein.

GP-1 DEFINITIONS (PURCHASE ORDER) (JAN 1987)

- .1 **Energy Northwest** (Owner): Energy Northwest shall mean Energy Northwest, a municipal corporation of the State of Washington.
- .2 **Buyer** (Contracting Officer): Buyer shall mean the individual designated to execute and manage this Purchase Order on behalf of Energy Northwest.
- .3 **Seller** (Contractor, Consultant): Seller shall mean the individual, firm, partnership or corporation who has executed this Purchase Order.
- .4 **Subcontractor** (Subtier Supplier): Subcontractor shall mean an individual, firm, partnership or corporation having a Purchase Order with the Seller, or with a subcontractor of any tier, for the performance of any part of the Purchase Order.
- .5 **Purchase Order** (Contract): The Purchase Order shall comprise the following documents which form the entire Purchase Order and shall take precedence in the following order:
 - a. Purchase Order Revisions, (if any)
 - b. Purchase Order
 - c. Special Provisions
 - d. General Provisions
 - e. Technical Specifications and Drawings
- .6 **Approvals**: The words "as approved," "approved equal," "as directed" or similar words or phrases used in the Purchase Order shall be understood to mean that the Seller must obtain prior written approval or direction from Energy Northwest.

.7 **Work**: "Work" shall mean the performance of any and all obligations, duties and responsibilities specified in the Purchase Order including the furnishing of all technical direction, labor, materials, equipment, or other goods or services and other items required by the Purchase Order.

.8 **Project Site**: "Station", "Project site" or "site" or "facilities" shall be understood to refer to the location at which construction, equipment or services furnished by the Seller will be completed/delivered.

GP-2 NOTICES (SEP 1987)

Any notice required to be given by either party under this Purchase Order shall be reduced to writing and shall be given by depositing in the U.S. Mail (or approved commercial express mail) with registered postage prepaid to the address of Energy Northwest or the Seller, respectively, and shall be effective on the date of mailing as shown by the postmark, or shall be given in writing served on an officer of the Seller or the designated Buyer.

GP-3 NOTICE OF LABOR DISPUTES (JAN 1987)

.1 Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Energy Northwest.

.2 The Seller agrees to insert the substance of this provision, including this paragraph, in any subcontract order hereunder as to which a labor dispute may delay the timely performance of this

Purchase Order; except that each such subcontract order shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify his next higher tier Subcontractor, or the Seller, as the case may be, of all relevant information with respect to such dispute.

GP-4 ENTIRE AGREEMENT (JAN 1987)

The Purchase Order documents embody the entire agreement between Energy Northwest and the Seller. Energy Northwest and Seller represent that in entering into this Purchase Order they do not rely upon any previous oral, written, or implied representation, endorsement or understanding of any kind. Any modification of this Purchase Order shall be in writing and executed in the same manner as the Purchase Order. The Purchase Order shall be binding upon the parties hereto and their legal successors, representatives and assigns.

GP-5 NONWAIVER (JAN 1987)

Failure by Energy Northwest in any instance to insist upon observation or performance by Seller shall not be deemed waiver by Energy Northwest of any such observation or performance; no waiver shall be binding upon Energy Northwest unless in writing and shall then be for the particular instance only; waiver of any one breach shall not be deemed a waiver of any other breach; payment of any sum by Energy Northwest to Seller with knowledge of any breach shall not be deemed to be a waiver of any such breach or any other breach. Any and all rights and remedies of Energy Northwest under this Purchase Order shall be cumulative and not exclusive of each other and may be prosecuted separately or concurrently, as Energy Northwest may determine. Acceptance of final payment shall constitute a waiver by the Seller of all claims except those previously made in writing and still unsettled.

GP-6 DISCOVERY OF CONFLICTS, ERRORS, OMISSION OR DISCREPANCIES (JAN 1987)

In case of discovery of conflicts, discrepancies, errors or omissions among various parts of the Purchase Order, the matter shall be submitted immediately upon discovery by the Seller to the Buyer for clarification. Any Work affected by such conflicts, errors, omissions or discrepancies which is knowingly performed by the Seller prior to clarification shall be at the Seller's risk.

GP-7 ASSIGNMENT AND SET OFF (JAN 1987)

.1 Notwithstanding anything to the contrary in this Purchase Order, Seller shall not assign this Purchase Order, or any part thereof, without prior written consent of Energy Northwest, which consent shall not be unreasonably withheld. The assignment by the Seller of the Purchase Order or any interest herein, or of any monies due or by reason of the terms hereof, without written consent of Energy Northwest, shall be void.

.2 In no event shall the Seller be entitled at any time to set-off against any amount payable by Energy Northwest in connection with this Purchase Order any amount owed or allegedly owed by the Seller to Energy Northwest arising from any other transaction between the Seller and Energy Northwest or its predecessors or successors in interest.

.3 This Purchase Order may be assigned by Energy Northwest in its entirety to another organization for project management purposes. All rights and responsibilities of Energy Northwest shall then vest in the organization to which this Purchase Order is assigned. The Seller shall prosecute the Work as set forth herein without additional compensation or change to the period of performance as a result of this assignment. Any such assignment shall be evidenced by a unilateral modification to this Purchase Order.

GP-8 LAWS AND REGULATIONS (APR 1999)

Contractor shall comply with all applicable local, State of Washington, and Federal laws, rules and regulations, and shall obtain all permits required for any of the Work to be performed. Contractor shall procure and pay for all permits and inspections required for any of the Work performed and shall furnish any bonds, security or deposits required to permit performance of the Work.

Contractors and Subcontractors involved in constructing or supplying basic components or providing services for a nuclear power plant are subject to the jurisdiction of the Nuclear Regulatory Commission (NRC). NRC actions may temporarily or permanently impair, prevent or preclude Contractor's performance of this contract for acts of deliberate misconduct directly or in directly causing Energy Northwest to be in violation of an NRC requirement (56 Federal Register 40664, August 15, 1991).

Contractors involved in constructing or supplying basic components or providing consulting services for a nuclear power plant are subject to provisions of 10 CFR Part 21 relative to reporting of failure to comply with applicable requirements "relating to substantial safety hazards" or to any identified "defect which could create a substantial safety hazard." While performing Work on a Energy Northwest controlled site, the Contractor shall comply with Energy Northwest's project site safety, health, security and other procedures and regulations.

Where applicable, Contractors shall comply with Executive Order 11246, (Non-Discrimination in Employment) and 41 CFR Sections 60-1 and 60-2, the Vietnam Era Veterans Readjustment Assistance Act (VEVRA) of 1974 and 41 CFR Section 60-250, the Rehabilitation Act of 1973 and 41 CFR Section 60-741, the National Occupational Safety and Health Act (OSHA) and the Washington Industrial Safety and Health Act (WISHA).

GP-9 NONDISCLOSURE (JAN 1987)

.1 Seller agrees not to divulge to third parties, without the written consent of the Buyer, any information which relates to the technical or business activities of Energy Northwest obtained from or through Energy Northwest in connection with the performance of the Purchase Order unless:

- a. the information was known to the Seller prior to obtaining the same from Energy Northwest;
- b. the information is, at the time of disclosure by the Seller, then in the public domain; or
- c. the information is obtained by the Seller from a third party who did not receive the same, directly or indirectly, from Energy Northwest and who has no obligation of nondisclosure with respect thereto.

Seller further agrees that he will not, without the prior written consent of the Buyer, disclose to any third party any information developed or obtained by the Seller in the performance of this Purchase Order except to the extent that such information falls within one of the categories described in a., b., or c. above.

.2 If so requested by the Buyer, the Seller further agrees to require its employees to execute a Nondisclosure Agreement prior to performing under this Purchase Order.

.3 Seller shall not release any information concerning the Work under this Purchase Order or any part thereof in the form of advertising or publication, including news releases or professional articles, without the prior written approval of the Buyer.

GP-10 ROYALTIES, PATENTS AND LICENSES (JAN 1987)

.1 Energy Northwest shall have a permanent, nonassignable, nonexclusive, royalty-free license to use any concept, product or process, patentable or otherwise, furnished or supplied to Energy Northwest by Seller, or otherwise conceived and/or developed by Seller in the performance of this Purchase Order. If requested by Energy Northwest, Seller agrees to do all things necessary, at Energy Northwest's sole cost and expense, to obtain patents or copyrights of any processes, products or writings conceived and/or developed or produced by Seller in the performance of this Purchase Order, to the extent that same may be patented or copyrighted, and further agrees to execute such documents as may be necessary to implement and

carry out this provision. All materials prepared or developed by Seller hereunder, including documents, calculations, maps, sketches, notes, reports, data, models, and samples shall become the property of Energy Northwest when prepared, whether delivered to Energy Northwest or not, and shall together with any materials furnished Seller by Energy Northwest hereunder, be delivered to Energy Northwest upon request and, in any event, upon termination of this Purchase Order.

.2 Except as herein specified, Seller warrants that any invention, design, process, device, material or equipment which the Seller provides hereunder will not infringe on any patent held by others. Seller shall indemnify and hold Energy Northwest harmless from and against and shall be responsible for and defend at its sole expense all claims or suits against Energy Northwest based on any such alleged patent infringement and shall pay all costs, losses, expenses, judgments, damages, attorneys' fees and the like which Energy Northwest may have to pay or incur by reason of such suit or claim. If Energy Northwest is enjoined in the use of any of the foregoing items, Seller shall at its sole expense either:

- a. Procure for Energy Northwest the right to continue using such item, or
 - b. With Energy Northwest permission, remove such item and furnish and install a noninfringing item, or
 - c. With Energy Northwest permission, remove such item and refund the purchase price, transportation costs, and installation costs thereof.
- .3 If a particular design, process, device or product of a particular manufacturer or manufacturers is specified by Energy Northwest, Seller shall not have any liability under this provision with respect to alleged patent infringement thereof unless Purchase Order documents state that the particular design, process, device or product is patented or believed to be patented and that the Seller is responsible for the payment of royalty and license fees attendant thereto. If no such statement has been made by Energy Northwest, and Seller has reason to believe the design, process, device or product specified is an infringement of a patent, Seller shall be responsible for such loss as set forth above unless it promptly gives such information to Energy Northwest.

GP-11 PAYMENTS (PURCHASE ORDER) (JUL 2002)

.1 The Seller shall be paid, upon the submission of proper invoices or vouchers, the prices and terms stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by Energy Northwest only when the payment for such deliveries is equal to or exceeds \$1,000 or fifty percent (50%) of the total amount of the Purchase Order. Invoices shall reference the designated Purchase Order number and any revisions thereto (where applicable).

.2 Seller warrants that all Work, materials and equipment covered by any application for payment or payment to it by Energy Northwest, whether incorporated in the Work or not, will have passed to Energy Northwest upon such application for payment, free in title and clear of all liens, claims, security interests and encumbrances.

.3 When the Seller has completed the Work in accordance with the terms of the Purchase Order, the Seller shall submit to Energy Northwest a final itemized invoice for payment, and a statement concerning settlement of claims and such other Purchase Order completion documents as may be required by Energy Northwest for the release of any monies held.

.4 Final request for payment shall constitute a waiver of all claims by the Seller except for any unsettled claims specifically stated in the Seller's final statement concerning settlement of claims. Send invoices in duplicate directly to:

Energy Northwest
Attention: Accounts Payable, M/D PE55
P.O. Box 968
Richland, Washington 99352-0968

Incomplete or improper requests for payment will be returned to the Seller.

NOTE: In lieu of sending by mail, invoices may be submitted by e-mail to accountspayable@energy-northwest.com or by facsimile to (509) 372-5148.

GP-12 TAXES (SEP 1987)

Except for the Washington State Retail Sales Tax as may be levied upon the Purchase Order price, the Purchase Order price includes and the Seller shall have the full exclusive liability for the payment of:

.1 All taxes and assessments imposed by or required under any taxing authority including, without limitation, Washington Business and Occupation Taxes, all gross receipts or other taxes levied with respect to materials or items furnished or Work performed by the Seller and its Subcontractors and

.2 Taxes and assessments for unemployment insurance, old age benefits, annuities, social security, disability benefits, or other taxes which are in whole or in part measured by or based upon the wages, salaries or other remuneration paid to persons employed by the Seller or its Subcontractors on Work under this Purchase Order.

If a Washington State Retail Sales Tax is imposed on this Purchase Order and the Seller obtains a Certificate of Registration from the Washington State Department of Revenue, the Seller shall provide evidence of such registration to Energy Northwest prior to receipt of any payments under the Purchase Order. The Seller shall then invoice and collect from Energy Northwest the applicable tax, and shall remit the same to the Washington State Department of Revenue.

GP-13 CHANGES (JAN 1987)

.1 The Buyer may at any time, by written order, without notice to the surety or sureties, make any modification to the Work within the general scope to the Purchase Order. If such changes cause an increase or decrease in the cost of or the time required for performance of any services or the delivery of any supplies under this Purchase Order, an equitable adjustment shall be made and the Purchase Order shall be modified in writing accordingly. No services or supplies for which an additional cost or fee will be charged by the Seller shall be furnished without the prior written authorization of Energy Northwest.

.2 Any claim for adjustment under this provision must be asserted in writing within twenty (20) days from the date of receipt by the Seller of the notification of change, unless the Buyer grants a further period of time before the date of final payment under the Purchase Order. Costs claimed under the provision of this Purchase Order shall be subject to the provision of this Purchase Order entitled "Audits."

.3 The Seller shall continue to perform the Work, including any modifications, despite any failure to agree on the resultant adjustment in price or time, unless otherwise directed by the Buyer. Failure to agree to any such adjustment shall be a dispute under the Purchase Order provision entitled "Disputes."

GP-14 AUDITS (MAR 2002)

The Seller shall, during the life of this Purchase Order and for a period of three (3) years after issuance by Energy Northwest of a notice of completion of the Purchase Order, retain accurate books, records and original documentation (or to the extent approved by Energy Northwest, photographs, microphotographs, or other authentic reproductions) which shall be freely disclosed to Energy Northwest, its representatives, the Washington State Auditor, and the Bonneville Power Administration, to permit verification of performance and entitlement to any payments under this Purchase Order:

- a. Based in whole or in part on the Seller's reimbursable or claimed costs or fees. Such costs or fees must be allocable to this Purchase Order, reasonable, and allowable in accordance with Energy Northwest "Cost Principles," in effect at Purchase Order award.
- b. Based in whole or in part on extension of Purchase Order unit prices. Delivery of units shall be subject to verification.

GP-15 DISPUTES (JAN 1987)

.1 Energy Northwest and the Seller shall attempt to resolve all disputes by good faith negotiations. If after good faith negotiations, dispute shall remain between the parties, resolution of such dispute shall be by litigation. The Seller hereby consents to and stipulates to

the personal jurisdiction and venue of the appropriate courts of the State of Washington in any litigation brought under this provision.

.2 Notwithstanding any dispute or litigation between the Seller and Energy Northwest, the Seller shall proceed diligently with the performance of the Work required by the Purchase Order as directed by Energy Northwest.

GP-16 SUSPENSION OF WORK (JAN 1987)

.1 Energy Northwest may order the Seller in writing to suspend, delay or interrupt all or any part of the Work for such period of time as Energy Northwest may direct.

.2 If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of Energy Northwest in the administration of this Purchase Order, or by the failure of Energy Northwest to act within the time specified in the Purchase Order (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Purchase Order caused by such unreasonable suspension, delay or interruption. Such adjustment shall be made in accordance with the Purchase Order provision entitled "Changes," with the exception that profit shall not be allowed, and the Purchase Order shall be modified in writing accordingly. Any costs claimed under this provision shall be subject to the provision of this Purchase Order entitled "Audits."

.3 However, no adjustment shall be made under this provision for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Seller.

GP-17 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (JAN 1987)

Energy Northwest may, subject to paragraphs .2 and .3 below, by written notice of default to the Seller, terminate this Purchase Order in whole or in part if the Seller fails to:

- .1 Deliver the supplies or to perform the services within the time specified in this Purchase Order or any extension;
- .2 Make progress, so as to endanger performance of this Purchase Order; or
- .3 Perform any other provisions of this Purchase Order.

Energy Northwest's right to terminate this Purchase Order may be exercised if the Seller does not cure such failure within 10 days (or more if authorized in writing by the Buyer) after receipt of the notice from the Buyer specifying the failure.

.4 If Energy Northwest terminates this Purchase Order, in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, supplies or services similar to those terminated, and the Seller will be liable to Energy Northwest for any excess costs for those supplies or services. However, the Seller shall continue the Work not terminated.

.5 The Seller's right to proceed shall not be terminated nor the Seller charged with damages under this provision, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Seller. Examples of such causes include:
 - (1) acts of God or of the public enemy,
 - (2) acts of the Government in either its sovereign or contractual capacity,
 - (3) acts of another seller in the performance of a Purchase Order with Energy Northwest,
 - (4) fires,
 - (5) floods,
 - (6) epidemics,
 - (7) quarantine restrictions,
 - (8) strikes,
 - (9) freight embargoes,
 - (10) unusually severe weather
- b. The Seller, within 10 days from the beginning of any delay (unless extended by the Buyer), notifies the Buyer in writing of the causes of delay. The Buyer shall ascertain the facts

and the extent of delay. If, in the judgment of the Buyer, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of the Buyer shall be final and conclusive on the parties.

- c. If, after termination of the Seller's right to proceed, it is determined that the Seller was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Energy Northwest.

.6 If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both the Seller and Subcontractor, and without the fault or negligence of either, the Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Seller to meet the required delivery schedule.

.7 If this Purchase Order is terminated for default, Energy Northwest may require the Seller to transfer title and deliver to Energy Northwest, as directed by the Buyer, any:

- a. completed supplies, and
- b. partially completed supplies and materials, parts, tools, jigs, fixtures, plans, drawings, information, and Purchase Order rights (collectively referred to as "manufacturing materials" in this provision) that the Seller has specifically produced or acquired for the terminated portion of this Purchase Order. Upon direction of the Buyer, the Seller shall also protect and preserve property in its possession in which Energy Northwest has an interest.

.8 Energy Northwest shall pay Purchase Order price for completed supplies delivered and accepted. The Seller and Buyer shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and reservation of the property. Failure to agree will be a dispute under the provision of this Purchase Order entitled "Disputes." Energy Northwest may withhold from these amounts any sum the Buyer determines necessary to protect Energy Northwest against loss because of outstanding liens or claims of former lien holders.

.9 If, after termination, it is determined that the Seller was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Energy Northwest.

.10 The rights and remedies of Energy Northwest in this provision are in addition to any other rights and remedies provided by law or under this Purchase Order.

GP-18 TERMINATION (PURCHASE ORDER) (JAN 1987)

.1 Energy Northwest may terminate this Purchase Order at any time, in whole or in part, without cause, except where termination is due to Seller's default asset forth in the provision entitled "Default." Energy Northwest shall pay Seller that portion of the Purchase Order price corresponding to the Work completed to the Buyer's satisfaction, together with costs necessarily incurred by the Seller in terminating the remaining portion of the Work, less any payments made before termination. As directed by the Buyer, the Seller shall:

- a. Assign and transfer to Energy Northwest all materials, equipment and tools for which payment has been or will be made under the Purchase Order, all subcontracts, orders and commitments, or
- b. Cancel subcontracts, orders, and commitments to subcontractors and supplier, or
- c. Sell at prices approved by the Buyer such materials, equipment and tools as are designated by the Buyer and paid for by Energy Northwest, and remit the proceeds to Energy Northwest. Seller, as a condition to payment of termination costs, shall execute and deliver all documents and papers and take all action required to effect the above as directed by the Buyer, and to provide proof that there are no liens or claims against Energy Northwest or its property, or,
- d. Any other disposition as directed by the Buyer.

.2 In no event shall Energy Northwest pay the Seller amounts in excess of the total Purchase Order price.

GP-19 PERFORMANCE TIME (SEP 1987)

Time is of the essence in this Purchase Order. It is the responsibility of the Seller to complete the Work within the Purchase Order time and by its bid the Seller warrants that the Work can be completed within the time specified in the Purchase Order.

GP-20 INDEMNIFICATION (MAR 1989)

.1 Indemnification by the Seller

- a. Seller shall indemnify and save harmless Energy Northwest or its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission of the Seller, its agents, servants or employees, including any and all expense, legal or otherwise incurred by Energy Northwest or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability arising from the sole negligence of Energy Northwest or its representatives.
- b. For the purpose of fulfilling this indemnity obligation, the Seller hereby waives any and all immunity rights or protections created by the Workers' Compensation Act and further agrees that this indemnity agreement shall apply to, but shall not be limited to, actions brought by its own employees. Energy Northwest and Seller agree that for actions brought by Seller's employees where the Seller is the sole defendant, the Seller has not waived its Industrial Insurance Act immunity rights or protections. SELLER HEREBY ACKNOWLEDGES THIS INDEMNITY PROVISION WAS MUTUALLY NEGOTIATED AND AGREED TO BY BOTH PARTIES.
- c. As used in this provision, the phrase "any and all expense" includes, but is not limited to claims, suits, judgments or proceedings for services, taxes, labor performed, materials furnished, provisions and supplies, board and room, liens medical expense, pain and suffering, bodily injury, death, loss of earnings, loss of consortium, garnishments, court costs and attorney's fees (including those required to seek enforcement of this Purchase Order), costs of replacements, cost of repair, and other costs including cost of defense.

.2 Limitation of Liability

The Seller's liability under this Purchase Order shall not include losses (including the loss of revenue) by Energy Northwest, its Participants, or the Bonneville Power Administration, which result from the loss of power production at the site or the cost of replacement power purchases by any of these as the result of such loss of production.

GP-21 INSPECTION AND ACCEPTANCE (SUPPLY) (JAN 1987)

.1 All items (which term through out this provision includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by Energy Northwest to the extent practicable at all reasonable times and places including the period of manufacture, and in any event prior to acceptance.

.2 In case any items are defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, Energy Northwest shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Items which have been rejected or required to be corrected shall be, at the option of Energy Northwest, removed and replaced, or, if permitted or required by Energy Northwest, corrected in place by and at the expense of the Seller promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed. If the Seller fails promptly to remove such items which are required to be removed, or promptly to replace or correct such items, Energy Northwest either:

- a. May by Purchase Order or otherwise replace or correct such items and charge to the Seller the cost occasioned by Energy Northwest thereby, or

- b. May terminate this Purchase Order for default as provided in the provision of this Purchase Order entitled "Default."

Unless the Seller corrects or replaces such items, within the delivery schedule, Energy Northwest may require the delivery of such items as a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the provision of this Purchase Order entitled "Disputes."

.3 If any inspection or test is made by Energy Northwest on the premises of the Seller or a subcontractor, the Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of Energy Northwest inspectors in the performance of their duties. If Energy Northwest inspection or test is made at a point other than the premises of the Seller or a subcontractor, it shall be at the expense of Energy Northwest except as otherwise provided in this Purchase Order; provided, that in the case of rejection Energy Northwest shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by Energy Northwest shall be performed in such a manner as not to unduly delay the Work. Energy Northwest reserves the right to charge to the Seller any additional cost of inspection and test when supplies are not ready at the time such inspection and test is requested by the Seller or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of items shall be made as promptly as practicable after delivery, except as otherwise provided in this Purchase Order, but failure to inspect and accept or reject the items shall neither relieve the Seller from responsibility for such items as are not in accordance with the Purchase Order requirements nor impose liability on Energy Northwest therefore.

.4 The inspection and test by Energy Northwest of any items does not relieve the Seller from any responsibility regarding defects or other failures to meet the Purchase Order requirements which may be discovered prior to acceptance. Except as otherwise provided in this Purchase Order, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

.5 The Seller shall provide and maintain an inspection system acceptable to Energy Northwest covering the items required by this Purchase Order. Records of all inspection Work by the Seller shall be kept complete and available to Energy Northwest during the performance of this Purchase Order and for such longer periods may be specified by applicable codes or elsewhere in this Purchase Order.

.6 Notwithstanding the requirements for any Energy Northwest inspection and test contained in specifications applicable to this Purchase Order except where specialized inspections or tests are specified for performance solely by Energy Northwest, the Seller shall perform or have performed the inspections and tests required to substantiate that the items provided under the Purchase Order conform to the Purchase Order requirements listed herein, including, if applicable, the technical requirements for the manufacturers' part number specified herein.

.7 Seller shall provide proper facilities, labor, instrumentation and equipment required for access to and for inspection and testing of Work and shall give Energy Northwest ten (10) days advance notice of required tests, approvals, or inspections. The Seller shall make such tests of its workmanship, materials and equipment and submit the same for any approvals or inspections as required by the Purchase Order, laws, ordinances of public authority or Energy Northwest's instructions. All expense attached to such tests, approvals and inspections shall be borne by the Seller. Records of these tests, approvals and inspections shall be furnished to Energy Northwest. No item shall be shipped from its point of manufacture before it has been inspected for conformance to the Purchase Order requirements and released by Energy Northwest unless the Buyer gives written authorization that inspection may be elsewhere or gives written waiver of inspection. Failure of Energy Northwest to require tests or satisfactory completion thereof or failure to require approvals of inspections shall not in any way affect the warranty of the Seller or mean that Energy Northwest accepts the Work as meeting such warranty and shall neither relieve the Seller from any responsibility or liability with respect to workmanship, materials or equipment or constitute acceptance thereof by Energy Northwest.

.8 Energy Northwest shall have the right to stop the specific items of Work until such time that satisfactory corrective action is taken and the Work complies with specified requirements. If any Work is covered contrary to the request of Energy Northwest or if any Work which is required to be inspected, tested or approved is covered without written approval or consent of Energy Northwest, it must, if requested by Energy Northwest, be uncovered for its observation and recovered at the Seller's expense.

If any Work has been covered which Energy Northwest has not specifically requested to observe prior to its being covered, or if Energy Northwest considers it necessary or advisable that the covered Work be inspected or tested by others, the Seller, at Energy Northwest's request, will uncover, expose or otherwise make available for observation, inspection or testing as Energy Northwest may require, that portion of Work in question, furnishing all necessary labor, materials and equipment. If it is found that such Work does not meet the requirements of the Purchase Order, the Seller shall bear all the expenses of such uncovering and reconstruction. If, however, such Work is found to meet the requirements of the Purchase Order, the Seller will be allowed an increase in Purchase Order Price or extension of the Purchase Order period of performance to complete Work directly attributable to such uncovering, inspection, testing and reconstruction if it makes a claim therefore within twenty (20) days after the determination that such Work meets the requirements of the Purchase Order.

.9 Any Work which proves faulty shall be corrected by the Seller without delay. The fact that Energy Northwest has failed to observe faulty Work, or Work done which is not in accordance with Purchase Order documents, shall not relieve the Seller from correcting such Work as directed by Energy Northwest without additional compensation.

.10 It is not incumbent upon Energy Northwest to notify the Seller when to begin, to cease or resume Work, nor to give early notice of the rejection of faulty Work, nor in any way to inspect so as to relieve the Seller of responsibility or of any consequences of neglect or carelessness by it or its subcontractors.

.11 When the items required by this Purchase Order have been inspected and determined by Energy Northwest to have conformed to the Purchase Order requirements, and the Seller has been provided the required documentation and met all other requirements of the Purchase Order, Energy Northwest will Accept the supplies furnished hereunder. The items delivered hereunder shall be deemed to have been Accepted thirty (30) days after delivery to Energy Northwest, unless the Seller is notified to the contrary.

GP-22 DELIVERY (JAN 1987)

.1 Neither the quantity nor quality of the Work delivered by the Seller to Energy Northwest shall differ from those specified, nor shall any other modifications to this Purchase Order be effective unless such changed quantity or other modification is made by the Buyer by written change order. Seller shall make no shipment of nonconforming Work, whether as an accommodation or otherwise, unless first authorized in writing by the Buyer.

.2 Seller shall properly package all Work for safe shipment to Energy Northwest, and a notice of shipment shall be sent by the Seller to the Buyer at the time the Work described is shipped, which shall state the Purchase Order number, the kind of Work, the Seller's name, and the carrier and route by which the shipment is being made.

.3 Seller warrants that any transportation costs included in the price will not exceed actual transportation costs paid by the Seller. If this Purchase Order calls for payment of any transportation costs by Energy Northwest, Energy Northwest shall in no event be liable or accountable for any amount in excess of the actual costs of transportation. Seller shall be accountable for and pay any excess transportation costs arising from Seller's failure to make delivery to the f.o.b. point, or to follow shipping instructions furnished by the Buyer.

GP-23 WORKMANSHIP AND MATERIALS (SEP 1987)

.1 Unless otherwise directed by the Buyer or expressly provided for by the specifications issued under this Purchase Order:

- a. All workmanship shall be first class, free of defects and faults.

b. All materials, equipment and supplies incorporated in the Work are to be:

(1) New and of the most suitable grade of their respective kinds for the purpose, and (2) in accordance with any applicable drawings and specifications, and (3) installed to the satisfaction of and with the approval of the Buyer.

.2 Where materials, equipment and supplies are referred to in the specifications as "equal to" any particular standard, the Buyer shall decide the question of equality.

GP-24 TITLE AND RISK OF LOSS (JAN 1987)

.1 Unless this Purchase Order specifically provides for earlier passage of title, title to materials, equipment and supplies covered by this Purchase Order shall pass to Energy Northwest upon acceptance, regardless of when or where Energy Northwest takes physical possession.

.2 Unless this Purchase Order specifically provides otherwise, risk of loss of or damage to materials, equipment and supplies covered by this Purchase Order shall remain with the Seller until, and shall pass to Energy Northwest upon, delivery or possession of the materials, equipment and supplies to Energy Northwest at the destination specified in this Purchase Order.

.3 Notwithstanding the paragraph above, the risk of loss of or damage to supplies which so fail to conform to the Purchase Order as to give a right of rejection shall remain with the Seller until cure, or acceptance by Energy Northwest, at which time the above provisions shall apply.

.4 The Seller warrants that title to all Work, materials and items covered by an application for payment or payment to it by Energy Northwest, whether incorporated into the Work or not, will have passed to Energy Northwest upon submittal of such application for payment, free and clear of all liens, claims, security interests and encumbrances. Final payment under this Purchase Order shall not become due until the Seller has delivered to Energy Northwest:

- a. A complete release of all liens arising out of this Purchase Order, or
- b. Certified copies of receipts in full covering all labor and materials for which a lien could be filed.

.5 The Seller shall immediately pay and discharge, or shall provide security sufficient and satisfactory in itself to pay and discharge any obligation or alleged obligation it or any of its employees, subcontractors, suppliers or others may have with respect to which a lien or right of any kind is established, or is attempted to be established, upon or against Work or real property of Energy Northwest upon which the Work is situated.

GP-25 WARRANTY (SEP 1987)

.1 In addition to any rights provided by law or any other provisions of this Purchase Order, the Seller warrants that all materials, equipment or supplies furnished and all Work performed under this Purchase Order will be new, of specified quality, free from faults and defects, free from faulty design, and of sufficient size and capacity and of proper materials to meet in all respects the requirements of the Purchase Order and the operating conditions specified.

.2 At no cost to Energy Northwest, the Seller shall obtain for the benefit of Energy Northwest all standard warranties of subcontractors, suppliers and manufacturers of all materials, equipment or supplies manufactured, furnished or installed, or of Work performed by them, and such warranties shall be in addition to the warranties set forth above. Original copies of these warranties shall be furnished to Energy Northwest.

.3 Energy Northwest shall notify the Seller in writing within a reasonable time after discovery of any failure, defect or damage. The Seller, at its own expense, shall promptly repair or replace all such materials, equipment or supplies, or Work which fails to conform to the aforesaid warranties in any respect if such failure is discovered within one (1) year of acceptance. The warranty covering any part of the materials, equipment or supplies, or Work that shall be repaired or replaced by the Seller under the above conditions shall be reinstated for a period of one (1) year from and after said repair or replacement.

GP-26 INSURANCE PROVIDED BY ENERGY NORTHWEST (JAN 1987)

Energy Northwest, at its own expense, will procure and shall maintain in effect policies of insurance as follows:

.1 Nuclear Liability

- a. An Agreement of Indemnification as contemplated by Section 170 of the Atomic Energy Act of 1954, as amended; and
- b. Nuclear liability insurance from ANL-NML or both, or such protection including posting of bonds or self-insurance in such form and amount as will meet the financial protection requirements of the Atomic Energy Act of 1954, as amended.

In the event that the nuclear liability protection system contemplated by Section 170 of the Atomic Energy Act of 1954, as amended, is repealed or is changed, Energy Northwest will maintain in effect during the period of operation of the project, to the extent available, liability protection through government indemnity, limitation of liability and/or liability insurance.

.2 Nuclear Property Damage

Energy Northwest agrees to secure and maintain in force, at its own cost, property damage insurance coverage from the Nuclear Property Insurance Pools, or equivalent, consistent with prudent utility practice, covering all reactor site property at the site. Said property damage insurance shall be maintained in effect until all of the Seller's obligations under this Purchase Order shall have ceased. The term "reactor site property" as used herein, shall mean all property which is located at the site as described in the Nuclear Property Insurance, or equivalent policy, including materials and equipment at the site furnished by or on behalf of the Seller pursuant to this Purchase Order, subject to the policy conditions.

.3 Other Provisions of Insurance Provided by Energy Northwest

Energy Northwest agrees not to assert any claim against the Seller or any of its subcontractors, whether in contract or to or for loss of, damage to, or loss of use of any reactor site property owned by Energy Northwest to the extent that such loss, damage, or loss of use is caused by or results from a nuclear accident.

GP-27 SAFETY, HEALTH AND FIRE PROTECTION (DEC 1989)

.1 While performing on a Energy Northwest site, the Contractor shall take all reasonable precautions in the performance of Work under this Contract to protect the health and safety of employees and members of the public, and to minimize danger from all hazards to life and property and shall comply with all site regulations of Energy Northwest.

.2 Notwithstanding the above paragraph, the Contractor is an independent contractor, and is solely and completely responsible for conditions on the job site, including safety of all persons and property during the performance of the Work. This requirement applies continuously and is not confined to normal working hours. This includes responsibility for safety precautions for the benefit of its own employees and employees of its subcontractors and representatives, and for safety precautions for the benefit of other site contractor employees in common Work areas, where applicable. The Contractor is solely responsible for complete, sufficient and competent supervision of its employees.

.3 Visits to the Work site and observations by Energy Northwest shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the Contract, and shall not relieve the Contractor of its full responsibility for all Work means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.

.4 The required and/or implied duty of Energy Northwest to conduct Work review of the Contractor's performance does not, and is not intended to, include review of the adequacy of the Contractor's safety measures in, on or near the Work site.

GP-28 FITNESS FOR DUTY (APR 2003)

CONTRACTOR/VENDOR HEREBY ACKNOWLEDGES THAT IT ACCEPTS THE REQUIREMENTS OF THIS FITNESS FOR DUTY PROGRAM AND THAT CONTRACTOR/VENDOR EMPLOYEES HAVE BEEN INFORMED OF ENERGY NORTHWEST'S POLICIES AND REGULATIONS.

- .1 Contractor/Vendor employees are expected to:
 - a. Report for work and at all times while they are on the job be fit for duty;
 - b. not be under the influence of any alcoholic beverage;
 - c. not be under the influence of any controlled substance, except as prescribed by a physician, so long as the performance or safety of the work is not affected thereby.

Such employees who are found to be unfit for duty shall be removed from Energy Northwest facilities and their access badge retrieved.

Persons having been denied access or removed from activities at any nuclear power plant for violations of a Fitness for Duty policy will not be assigned to work at Energy Northwest facilities without the knowledge and consent of Energy Northwest.

.2 In order to ensure that Energy Northwest facilities remain free from the effects of alcohol or drug use, access shall be denied to any agency, contractor, vendor or their employee who, while on Energy Northwest facilities:

- a. Unlawfully possesses, uses or is under the influence of drugs or alcohol;
- b. is determined, as a result of observations and/or chemical testing, to be unfit for duty;
- c. is determined, as a result of chemical testing, to have a confirmed level of drugs or alcohol in their systems; or
- d. refuses to submit to any test required in .3 utilized to determine the presence of drugs or alcohol in their systems.

.3 In accordance with 10 CFR Part 26, Fitness-for-Duty Programs, Contractors/Vendors whose employees have unescorted access to Energy Northwest Columbia Generating Station protected areas, or are assigned to the Technical Support Center, or the Emergency Operations Facility, shall establish as policy that their employees are subject to:

- a. Chemical testing, to include a breath test for alcohol, conducted by Energy Northwest as a condition of assignment within 30 days prior to granting of the unescorted access. Positive results shall be grounds for disqualification from employment on Energy Northwest facilities for 1 year. Medical certification shall be required before reconsideration for employment on Energy Northwest property;
- b. Chemical testing for cause following any observed behavior indicating possible drug/substance or alcohol abuse. Examples of reasonable cause may include, but are not limited to the following:
 - (1) Documentation of unsatisfactory performance.
 - (2) Sleeping or appearing to sleep on the job;
 - (3) Fights (meaning physical contact) or assaults;
 - (4) Flagrant violations of established safety, security or other operating procedures;
 - (5) Physical symptoms consistent with substance abuse;
 - (6) Evidence of illegal substance use, possession, sale or delivery; and
 - (7) Credible information that an individual is abusing drugs or alcohol; and
 - (8) Displays of aberrant behavior, or if a person is reasonably believed to be a risk to health, safety or Energy Northwest operations.
- c. Unannounced chemical tests imposed in a random manner.

- .4 Contractors/Vendors whose employees are:
 - a. Assigned to other Energy Northwest facilities for a 5 day or longer period and/or
 - b. Issued resident visitor badges to such other Energy Northwest facilities shall be initially drug/alcohol tested.

Energy Northwest is responsible to the Nuclear Regulatory Commission for maintaining an effective Fitness for Duty Program in accordance with 10 CFR 26.

.5 Contractors/Vendors shall comply with Energy Northwest rules, regulations, and policies regarding Fitness for Duty, to include supervisory and employee training on Fitness for Duty requirements. Contractors/Vendors shall take appropriate action, to include removal of employees from Energy Northwest facilities, in those cases where employees are found to be in violation of the Fitness for Duty policy.

- a. Employees on Energy Northwest facilities are required to report to their supervisor when they are taking any prescription, over-the-counter, or other medication or substances which may impair their abilities to function safely on the job.
- b. Employees are prohibited from consumption of alcohol within an abstinence period of five hours preceding any scheduled work tour on Energy Northwest facilities.
- c. Employees called in to perform an unscheduled work tour must inform their supervisor if alcohol has been consumed within the preceding five hours. If alcohol was consumed, a determination must be made by the supervisor as to the employee's fitness for duty. Consumption of alcohol during the abstinence period does not by itself preclude use of individuals needed to respond to an emergency.
- d. No alcohol or controlled substances are permitted on Energy Northwest facilities or in vehicles permitted on Energy Northwest property. Employees found to be in possession of illegal drugs or alcohol on Energy Northwest facilities shall be subject to disciplinary action up to and including removal from the facilities.
- e. Employees found intoxicated or under the influence of a drug/substance by a confirmed positive test shall be removed from the facilities for at least 14 days. Contractors/Vendors shall provide medical certification prior to requesting reinstatement of an employee's access to Energy Northwest facilities. Any reinstated employee shall be subject to follow-up chemical testing. Any subsequent confirmed positive test shall result in removal for a minimum of three years.
- f. Employees found to be involved in the sale, use, or possession of illegal drugs/substances or alcohol within the protected area of Columbia Generating Station shall be removed and not granted unescorted access for a minimum of five years from the date of removal.
- g. Refusal to provide a specimen for testing required in Paragraph .3 above, sample tampering and substitution; and resignation prior to removal for violation of the FFD Policy shall be grounds for disqualification from entry to or removal from Energy Northwest facilities for three years.
- h. Employees shall be notified of any disciplinary actions taken as a result of this policy, and the basis for such actions. Any employee appeal shall be handled in accordance with Energy Northwest's Fitness for Duty policy.
- i. Supervisors/Managers who knowingly disregard the requirements of the Fitness for Duty policy shall be subject to removal from Energy Northwest facilities.
- j. Duly authorized representatives of the Nuclear Regulatory Commission may inspect, copy, or take away copies of contractor's or vendor's documents, records, and reports related to implementation of the contractor's or vendor's Fitness for Duty program under the scope of the contracted activities.

6. Contractor/Vendor understands that failure to provide the personnel required by this Contract adversely impacts Energy Northwest. Therefore, in the event that a Contractor/Vendor employee(s) is denied access to Energy Northwest facilities for failure to pass chemical testing, or is otherwise found to be in violation of the Fitness for Duty Policy set forth herein, Contractor/Vendor agrees that Energy Northwest may assess, not as a penalty, and in addition to any other remedies provided by law, liquidated damages against the Contractor/Vendor in an amount of \$100 per day for each employee that is denied access and is thereafter not replaced by an equally qualified employee. Energy Northwest may, in its sole determination, waive the foregoing liquidated damages requirement.

GP-29 COLUMBIA SECURITY (APR 2003)

The Contractor, its subcontractors, and their employees shall comply with Energy Northwest security requirements for Columbia Generating Station and other Energy Northwest property and facilities. **THE FOLLOWING ITEMS ARE STRICTLY PROHIBITED ON ENERGY NORTHWEST PROPERTY: ALCOHOLIC SUBSTANCES, CONTROLLED SUBSTANCES, FIREARMS, AMMUNITION AND EXPLOSIVES. FAILURE TO OBSERVE THESE RESTRICTIONS AT COLUMBIA GENERATING STATION IS A VIOLATION OF BENTON COUNTY ORDINANCES AND MAY BE CAUSE FOR ARREST AND/OR CIVIL PENALTY.** In addition, the following general security requirements shall apply to all contractors whose personnel will require unescorted access to Columbia Generating Station:

.1 Unless specified elsewhere, Energy Northwest, at its own cost, will conduct a complete background investigation (in accordance with Title 10 of the Code of Federal Regulations, 10 CFR 73.56, NEI 03-01, Nuclear Power Plant Access Authorization Program) covering the latest three (3) year period for each employee. The investigation shall include:

- a. Verification of true identity,
- b. Past employment (includes Fitness for Duty suitable inquiries for the past three (3) years),
- c. Periods of unemployment 30 days or over,
- d. Criminal history record (accomplished by sending fingerprint information to the NRC/FBI),
- e. Credit history,
- f. Verify education in lieu of employment in the last five (5) years,
- g. Verify military history as employment for the last three (3) years,
- h. A psychological evaluation.

Unescorted access authorization will not be granted until all elements of the unescorted access authorization program have been successfully completed.

Contractor or Subcontractor employees who are granted unescorted access authorizations shall be subject to Energy Northwest's Continual Behavior Observation Program. The Continual Behavioral observation program provides for management/supervisory personnel responsibility for observing personnel for behavioral traits and patterns that may reflect adversely on their trustworthiness or reliability and reporting those observations to Energy Northwest management. Individuals with unescorted access authorizations must be notified of their responsibility to report any arrest to Energy Northwest Investigations Office.

.2 If required by the contract, the contractor shall develop procedures for a Continual Behavioral Observation Program for reporting observed aberrant behavior to Energy Northwest management.

.3 Energy Northwest may provide background screening for Contractor personnel, at its sole discretion, depending upon the nature and duration of the Contract and number of persons assigned.

.4 All persons requiring unescorted access to Columbia Generating Station shall attend a one hour block of security orientation, presented by Energy Northwest as part of the facility orientation and radiological training program.

.5 All persons requiring access to Columbia Generating Station shall receive a photo identification badge and electronic keycard as part of the Columbia Generating Station access control system. Badges shall be worn visibly at all times within the Columbia Generating Station. The

Contractor shall be responsible for replacement cost of lost badges and keycards.

.6 All persons requiring access to Columbia Generating Station shall be required to adhere to the Fitness for Duty program and shall submit to chemical testing in the form of breath alcohol testing and urine analysis prior to assignment. A positive test result for drugs/controlled substances or alcohol shall result in denial of access to Energy Northwest facilities.

.7 The Contractor shall provide notification to Energy Northwest when persons granted access are terminated or no longer require access. Notification shall be provided to Energy Northwest Central Badging Office, no later than 48 hours prior to the effective date that access is being terminated. Notifications for "For Cause" and impromptu terminations of employment shall be made at the time they occur.

The following security requirement shall apply to all contractors whose personnel will require unescorted access to Columbia Generating Station, or who will require access to Safeguards Information:

.8 Personally owned vehicles are not permitted in the Columbia Generating Station protected area.

GP-30 EMPLOYEE CONCERNS PROGRAM (AUG 2011)

The Nuclear Regulatory Commission (NRC) established regulation that prohibits a Commission Licensee, or a Contractor or Subcontractor of a Licensee, from discriminating against any employee who raises a Nuclear Safety issue. The regulation is based on Section 211 of the Energy Reorganization Act of 1972 (ERA), as amended, 42 USC 5851, and NRC Regulation, Title 10, Code of Federal Regulations (CFR), Subsection 50.7. The consequences for non-compliance are implemented by Subsection 50.5.

Nuclear Safety Issues may include actual or potential;

- Issues affecting personnel radiological safety, quality, and safe reliable operation of Energy Northwest licensed nuclear sites;
- Violations by Energy Northwest employees, contractors or subcontractors personnel, of licensed conditions, technical specifications, NRC rules or regulations, or the provisions of the Atomic Energy Act or Energy Reorganization Act;
- Allegations of harassment or other forms of discrimination resulting from raising a Nuclear Safety Issue.

Energy Northwest has implemented an Employee Concerns Program (ECP). This program applies to all Energy Northwest employees, contractor and subcontractor personnel who work at Energy Northwest licensed nuclear sites or in support of activities occurring at Energy Northwest nuclear sites. ECP training of contractor and subcontractor personnel working at an Energy Northwest nuclear site will be conducted by Energy Northwest as part of the General Employee Training. Contractor and subcontractor personnel who wish to contact Energy Northwest directly shall be provided the opportunity to do so. Personnel may call Energy Northwest at (800) 468-6883, extensions 8377 or 8159, or send information via facsimile to (509) 377-8786.

As a contractor or subcontractor with personnel performing work for Energy Northwest licensed nuclear sites, you must immediately notify Energy Northwest (A) of concerns about Nuclear Safety raised by individuals in your employ or your subcontractors' employ related to work covered by this Purchase Order when (1) contractor notifies the U.S. Nuclear Regulatory Commission of such concern or (2) contractor's senior management (i.e., General Manager or higher) becomes aware that such individual has raised such concern to the NRC, and (B) within ten working days after contractor's/subcontractor's senior management (i.e., General Manager or higher) becomes aware of any claim of harassment or discrimination associated with the raising of Nuclear Safety Issues. In the event such an allegation is made, you are required to conduct a thorough and prompt investigation of the concern or claim and advise Energy Northwest of the findings, conclusions, and actions planned to resolve the matter to the extent such information is not considered by contractor/subcontractor as subject to an employee's privacy rights or the attorney-client privilege or attorney work product. Energy Northwest may elect to perform an independent investigation and/or review to ascertain that appropriate action is being taken by the contractor or subcontractor to resolve the matter.

Vendors engaged in providing services, parts or materials that are

unique to Energy Northwest and which may affect Nuclear Safety shall comply with the provisions herein set forth for contractors and subcontractors.

GP-31 ENVIRONMENTAL PROGRAM REQUIREMENTS (JUN 2004)

Energy Northwest has an Environmental Stewardship Policy that states Energy Northwest will be a responsible steward of the environment, protecting it for current and future generations. In support of this commitment, Energy Northwest expects Vendors to fully comply with all applicable Federal, State, and local laws. The Vendor should use environmentally preferable products, when available and cost effective, to meet Energy Northwest needs and quality standard. Environmentally preferable products include items made from recycled content, rapidly renewable materials, and bio-based materials; items with low-odor, low volatile organic chemicals, and low or no toxicity; and items that are durable or can be recycled.