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August 29, 2011

VIA OVERNIGHT DELIVERY

Idaho Public Utilities Commission
472 West Washington
Boise, ID 83702-5983

Attention: Jean D. Jewell
Commission Secretary

Re: PacifiCorp Notice of Affiliate Transaction
Case No. PAC-E-05-8

Dear Ms. Jewell:

This letter will serve as notice pursuant to Commitment I 17(2), incorporated in the Idaho Public Utilities Commission Order No. 29973 issued February 13, 2006, as supplemented by Order No. 29998 March 14, 2006, in the above-referenced proceeding, approving the acquisition of PacifiCorp by MidAmerican Energy Holdings Company ("MEHC"), of an affiliate interest transaction. Rocky Mountain Power hereby submits an original and seven copies of the Quote from Marmon Utility, LLC ("Hendrix"), for the purchase of certain "spacer cable" needed for installation on PacifiCorp's Line 10 in California.¹ A copy of the Quote is included as Attachment A.

PacifiCorp is an indirect wholly-owned subsidiary of MEHC. MEHC is a wholly-owned subsidiary of Berkshire Hathaway, Inc ("Berkshire"). Berkshire currently holds an approximate 64 percent interest in the Marmon Group. The Marmon Group consists of approximately 130 companies, divided into eleven business sectors including engineered wire and cable, industrial products and building wire. Hendrix is a member of the Marmon Group. Therefore, Berkshire's ownership interest in the Marmon Group may create an affiliated interest in some PacifiCorp jurisdictions.

Hendrix manufactures electrical distribution cable, cable systems and accessories for aerial and underground utility applications. Among the items manufactured by Hendrix is covered "spacer cable." Spacer cable is designed to be resilient to incidental contact (e.g. fallen trees and limbs), have increased strength in the event of impact loads and be tolerant to transient events such as lightning. The Company intends to use such spacer cable for part of its California Improvement Plan, which is designed to increase service reliability, particularly in areas with difficult terrain. The Company intends to install approximately one mile of spacer cable on Line

¹ Line 10 generally traverses from Yreka, to Indian Creek to Seiad to Happy Camp with a normally open position to Cave Junction.

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10 in an area with extreme terrain, tall adjacent vegetation, large snow falls in winter and heavy storms in the summer.

The Company is conducting a pilot program to test the use of spacer cable in a transmission line to determine whether such cable is a viable option for reliability improvements in areas where terrain, vegetation, weather or animal-initiated faults can negatively impact reliability. Certain PacifiCorp electrical distribution and transmission facilities are located in areas where extreme side slopes, tall and slender trees, difficult summer or winter weather and adjacent animal habitats could result in lower reliability due to fault events. With the use of certain materials, such as spacer cable, customers should experience fewer service interruptions and Company facilities should experience less damage. The Company selected a section of Line 10 for the pilot program to evaluate design and construction considerations where reasonable operational access to the line exists. PacifiCorp previously installed spacer cable in two projects on distribution lines. The experience with the previous installations was sufficiently promising and the Company believes using spacer cable on local transmission lines will improve reliability to customers. Hendrix is the only known manufacturer of this product and the material is proprietary. Purchasing the spacer cable is in the public interest as part of the Company's commitment to providing safe and reliable electric service.

The Company anticipates spending approximately \$163,800 based on the Quote included as Attachment A. The Company is also budgeting an additional \$12,000 in the event engineering assistance regarding the spacer cable is needed from Hendrix.²

Please do not hesitate to contact me if you have any questions.

Very Truly Yours,



Mark C. Moench
Senior Vice President and
General Counsel
Rocky Mountain Power

Enclosures

² See page 18 of Attachment A.

Marmon Utility LLC

QUOTE NO.
00026658



Kerite

FILE

REV. REV DATE
0 08/09/2011

SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-6545		CUSTOMER REQUEST NO. Yreka 69kV	REQUEST DATE 07/20/2011	EXPIRATION DATE 08/19/2011
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT NONE APPLIES	PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		
001	1 Ea	Aerial Engineering Aerial Engineering Services Aerial Engineering Services	16,500.0000 Ea	16,500.00
			TOTAL	16,500.00
<p>INCLUDED IN DESIGN:</p> <ol style="list-style-type: none"> POLE SELECTION WITH CLASS & HEIGHT. INCLUDED WILL BE LOAD CALCULATIONS. PERFORM A LOAD STUDY TO DETERMINE FEASIBILITY OF MODIFYING AND/OR RE-USING EXISTING STRUCTURES. CLEARANCE CALCULATIONS TO GROUND. PROFILE DRAWING WILL SHOW DISTANCE OF WIRES FROM GROUND. POLE HARDWARE LIST BROKEN DOWN PER POLE. POLE FRAMING DRAWINGS PER EACH POLE. SAG & TENSION TABLES FROM THE MESSENGER WITH CABLES ATTACHED. MESSENGER INSTALLATION STRINGING TABLE. GUYING AND ANCHOR SIZING AND SPECIFICATIONS. IN PLS-CADD FORMAT. ISSUE TECHNICAL SPECIFICATIONS, CONSTRUCTION PACKAGE, AND PLAND AND PROFILE IN PACIFICORP FORMAT. <p>Quoted by: Jeanne Hughes Aerial & Molded Account Manager jhughes@hendrix-wc.com TEL (603) 249-1247 FAX (603) 673-1497</p> <p>TERMS & CONDITIONS OF SALE Marmon Utility</p> <p>TERMS & CONDITIONS OF SALE MARMON UTILITY LLC (MARMON UTILITY)</p>				

Marmon Utility LLC

QUOTE NO.
00026658



FILE

REV. 0
REV DATE 08/09/2011

SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-6545		CUSTOMER REQUEST NO. Yreka 69kV		REQUEST DATE 07/20/2011		EXPIRATION DATE 08/19/2011	
PRICE TERMS Escalation/De-Escalation		F.O.B. FOB Factory		FREIGHT PAYMENT NONE APPLIES		PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040				SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040			
<p>1. Acceptance; Agreement. This document, including these Terms and Conditions (collectively "Agreement"), supersedes all other agreements, oral or written, and all other communications between the parties suggesting additional or different terms. It represents the final and complete understanding of the parties and may be amended or canceled only by written agreement signed by both parties. This Agreement expressly limits acceptance to these terms; no order shall have any force or effect until acknowledged in writing by Marmon Utility; and any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the terms hereof is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to the terms and conditions in this Agreement. Unless otherwise stated herein, Buyer's receipt of any portion of the goods ("Goods") shall constitute acceptance of this Agreement and all of its terms and conditions, unless Buyer immediately returns all such Goods.</p> <p>2. Terms of Payment. Payment terms are net 30 days from the invoice date. All late payments will be subject to a late charge of US prime rate plus 2% annualized. Shipments and deliveries shall at all times be subject to the continuing approval of Marmon Utility Credit Department, upon whose information Marmon Utility may decline to make shipment or may require payment in advance or other arrangement to assure due payment.</p> <p>3. Prices. Prices, including delivery terms, are subject to change without notice to reflect Marmon Utility's prices at time of shipment and increases in labor or other costs. Marmon Utility reserves the right to correct any obvious errors in specifications or prices. Minimum invoice charge is \$500. All amounts owed to Marmon Utility shall be paid without abatement, deduction or set off. 4. Delivery and Transportation Terms. Shipments invoiced at 5,000 feet or more for cable or \$3,000 or more of accessories are sold F.O.B. shipping point, freight prepaid and allowed, where within the continental United States. Shipments of less than 5,000 feet (\$3,000 for accessories) are sold F.O.B. shipping point, with shipping and handling charges added to the invoice.</p> <p>5. Cancellation. Acceptance by Marmon Utility of Purchaser's written order constitutes a binding contract between the parties which, except as otherwise specifically provided herein, may not be canceled or modified without the parties' mutual consent. In the event Purchaser refuses to accept goods ordered it will be liable for Marmon Utility's cancellation charges which shall not exceed the purchase price of the undeliverable goods. Cancellation by Purchaser of ordered wire and cable goods will result in cancellation charges derived from the below formulae: a. A minimum charge of 20% of the sales price will be paid by Purchaser for cancellation of goods scheduled for fabrication 90 days or more subsequent to the date Marmon Utility receives notice of cancellation. b. A minimum charge of 50% of the sales price will be paid by Purchaser for cancellation of goods scheduled for fabrication less than 90 days subsequent to the date Marmon Utility receives notice of cancellation.</p> <p>In the event the above formulae are inadequate to cover costs incurred by Marmon Utility incident to fabrication and prior to its receipt of notice of cancellation, Purchaser shall reimburse Marmon Utility all such costs incurred. Additionally, completed or partially completed units fabricated pursuant to order shall be paid for by Purchaser at 100% of the per unit price.</p> <p>Marmon Utility</p> <p>6. Taxes. Prices do not include any sales, use, excise, privileges, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any federal, state, or local law, rule or regulation concerning the Goods sold hereunder or the manufacture or sale thereof. If Marmon Utility pays any such taxes or assessments, Buyer shall, upon demand, reimburse Marmon Utility for such amounts.</p> <p>7. Risk of Loss. All risk of loss or damage to Goods shipped hereunder shall pass to Buyer upon delivery thereof to Buyer, to its designated agent, or to a carrier for delivery to Buyer, whichever occurs first. Unless otherwise stated, all shipments will be made F.O.B. point of manufacture. 8. Delivery. All shipping dates are estimates and are based upon prompt receipt of all necessary information. Delays in securing Buyer's approval of necessary specifications or samples of products and materials shall, if Marmon Utility so chooses, extend the date of delivery. Marmon Utility shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays in delivery.</p> <p>9. Warranties and Limitations on Warranties - Hendrix Brand. a) Marmon Utility expressly warrants that the Goods (i) will conform to the descriptions and specifications incorporated herein within the guidelines established herein and (ii) will be free from defect in material and workmanship for a period of one year after shipment. THESE ARE MARMON UTILITY'S ONLY WARRANTIES. MARMON UTILITY MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY MARMON UTILITY AND EXCLUDED.</p> <p>b) If Buyer notifies Marmon Utility in writing within the warranty period of a defect in material or workmanship in any Goods or part thereof sold hereunder, and if Marmon Utility determines, after appropriate tests and inspection, that such goods or part thereof are not in conformity with the warranty given hereunder, Marmon Utility will repair, replace, or refund the purchase price, at its sole option. This shall be Buyer's exclusive remedy for Marmon Utility's liability hereunder. Any claims not made within the warranty period are deemed waived by Buyer.</p> <p>c) Marmon Utility's liability to Buyer or anyone claiming through or on behalf of Buyer, with respect to any claim or loss arising out of this transaction or alleged to have resulted from an act or omission of Marmon Utility, whether negligent or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in delivery, or breach of warranty, shall be limited to an amount equal to the purchase price of the Goods or part thereof with respect to which such liability is</p>							

Marmon Utility LLC

QUOTE NO.
00026658



FILE

REV. REV DATE
0 08/09/2011

SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE
D'Ewart Representatives LLC, 425-485-6545	Yreka 60kV	07/20/2011	08/19/2011
PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS
Escalation/De-Escalation	FOB Factory	NONE APPLIES	Net 30 Days
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040	
<p>claimed or, where appropriate and in the option of Marmon Utility, to replacement of the Goods or part thereof. In no case will Marmon Utility be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the goods or their sale, use, or manufacture. IN NO EVENT SHALL MARMON UTILITY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF THIS TRANSACTION.</p> <p>d) If Buyer or any other person, without the prior written consent of Marmon Utility, repairs or modifies all or part of the Goods, or if the Goods are not installed or used in compliance with Marmon Utility' directions, this warranty shall be void.</p> <p>10. Warranties and Limitations on Warranties - Kerite Brand.</p> <p>Marmon Utility</p> <p>a) WARRANTY - Marmon Utility LLC warrants solely to the Purchaser that any wire or cable of its own manufacture ("Product") and supplied to the Purchaser will be free from defects in material and workmanship provided the wire and cable are employed under conditions contemplated and covered by the design specifications, and provided further that the wire and cable are installed, spliced, terminated, maintained, and operated in accordance with Marmon Utility LLC's recommended standards and procedures.</p> <p>b) If a Product fails electrically while in service, Purchaser shall notify Marmon Utility LLC within (5) days of the discovery of such failure, and shall permit a representative of Marmon Utility LLC a reasonable opportunity to inspect the Product. If it is mutually determined by Marmon Utility LLC and Purchaser that the failure is the result of defective material or workmanship, Marmon Utility LLC's sole responsibility under this Warranty shall be to repair or replace the defective Product, the choice of which will be Marmon Utility LLC's option. If Marmon Utility LLC chooses to replace the defective Product, the new Product will be delivered free of charge to the delivery point called for in the original order.</p> <p>c) Marmon Utility LLC will not be responsible for any damage or failure caused by Purchaser or any third party, including without limitation, Acts of God.</p> <p>d) Marmon Utility LLC will not be responsible for any defects or repairs to, or replacement of, adjacent or connected equipment to which the Product may supply electrical power or from which it may take electrical power, or with which it may, in any manner, be associated. Marmon Utility LLC will not be responsible for any incidental or consequential damages whatsoever, either direct or indirect, resulting from a failure of the Product.</p> <p>e) THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p> <p>11. Indemnification a) If the Goods are manufactured in accordance with specifications or other directions provided by Buyer, Buyer shall indemnify, defend, and hold harmless Marmon Utility against all claims, losses, liabilities, and expenses (including attorneys' fees), which Marmon Utility may incur or become liable to pay with respect to such Goods, including (without limitation) claims relating to patent, trademark, copyright infringement, or unfair competition, claims of non-compliance with any federal, state, or local law or regulation, and any other claim of any third party which relates to or in any way arises out of such specifications or other directions provided by Buyer.</p> <p>b) Buyer shall also indemnify, defend, and hold harmless Marmon Utility against all claims, losses, liabilities, and expenses (including attorneys' fees), which Marmon Utility may incur or become liable to pay which relate to or in any way arise out of Goods subjected to: (i) improper installation or storage; (ii) accident, damage, abuse, or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Goods.</p> <p>12. Patents. Except as provided in Section 10A with respect to Goods manufactured in accordance with specifications or directions provided by Buyer, and provided Buyer has made all payments due hereunder, Marmon Utility shall defend, at its expense, any suit or proceeding brought against Buyer based upon any claim that the Goods or any part thereof infringe any United States patent issued as of the date of Marmon Utility's quotation and shall pay any damages and costs awarded therein against Buyer, provided that Marmon Utility is notified promptly in writing of such claim and is given full authority, information and assistance by Buyer to defend or settle the suit. If the</p> <p>Marmon Utility</p> <p>Goods or any part thereof are deemed to infringe any such patent, Marmon Utility shall, at its expense and sole option either; procure for Buyer the right to continue using said Goods or part; replace them with non-infringing Goods or parts; modify them so they become non-infringing; or remove them and refund the purchase price for them.</p> <p>13. Force Majeure. Marmon Utility shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation: an act of God; war; civil commotion; sabotage; labor dispute, explosion; fire; accident; power or equipment failure; inability to obtain</p>			

Marmon Utility LLC

QUOTE NO.
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FILE

REV. 0 REV DATE 08/09/2011

SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-6545		CUSTOMER REQUEST NO. Yreka 69kV	REQUEST DATE 07/20/2011	EXPIRATION DATE 08/19/2011
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT NONE APPLIES	PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		
<p>suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid, including but not limited to priority, requisition, allocation, or price control. 14. Default. If Buyer is in default or commits a breach of any of the provisions of this Agreement, Marmon Utility shall have the right to cease work hereunder immediately. Further, if Buyer fails to cure such default or breach within ten (10) days after written notice thereof from Marmon Utility, Marmon Utility may terminate this Agreement by written notice to Buyer. If Buyer cures such default or breach within said ten (10) day period, this Agreement shall remain in effect, except for any adjustments to price, delivery terms, or other provisions hereof which are necessary or appropriate because of any permitted cessation of work by Marmon Utility. 15. Storage. If Buyer is unwilling to accept shipment of the Goods on the agreed shipping date, Marmon Utility may, at its option, place them in storage and bill Buyer for reasonable storage charges. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage, and the date the Goods are placed in storage shall constitute the date of shipment for purposes of beginning the warranty period. 16. Material Return Policy. Marmon Utility reserves the right to refuse return requests of any material. All material returns must be pre-authorized by Marmon Utility, be in original resalable condition, and have a written "Return Authorization" issued. A minimum Restocking Fee of 25% of the original invoice amount will be charged for all returns. The returning party is responsible for all prepaid freight costs back to the Marmon Utility point of origin. 17. Waiver. Failure of Marmon Utility at any time to require Buyer's performance of any obligation under this Agreement shall not affect Marmon Utility's right to require performance of that obligation. Any waiver by Marmon Utility of any breach or default hereunder must be in writing and shall not be construed to be a waiver of any continuing or succeeding breach or default, a waiver or modification of this provision itself, or a waiver or modification of any right under this Agreement. 18. Assignment. Buyer shall not assign this Agreement or any monies due or to become due hereunder, without Marmon Utility's prior written consent, and any attempted assignment without Marmon Utility's prior written consent shall be void and, at Marmon Utility's option, grounds for termination of this agreement. 19. Governing Laws. This Agreement shall be construed in accordance with the laws of the jurisdiction in which is located the plant of Marmon Utility producing the Goods, as indicated on the front hereof.</p>				

Marmon Utility LLC

QUOTE NO.
00026931



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FILE

REV. 0
REV DATE 08/12/2011

SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-8545		CUSTOMER REQUEST NO. Yreka 69kv	REQUEST DATE 08/09/2011	EXPIRATION DATE 09/08/2011
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT Prepaid & Allowed	PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		
001	1 Ea	System 3 Phase Spacer Cable System 3 Phase	144,300.0000 Ea	144,300.00
002	16,680 Ft	S0336PA69G3-00 CABLE 336 AAC 19X Fact 69kv 75 3Lyr .015 .250 0.250 CH69 GRV 1C CTO HAC69-IG CABLE HAC69-IG. CTO 336.4 KCMIL Aluminum, 69kv 19X Compact Round, Right Hand Lay, H19 Temper, 75 Degree Temp Rating, 3 Layer, .015 Semicon Conductor Shield, .250 HSWPE Insulation, GRAY 0.250 CH69 Jacket, 1.633 Finished Cable OD, Single Conductor.	0.0000 Ft	0.00
		COMMODITY Aluminum	PRICE 1.2227 / Lbs	
		REQUESTED DELIVERIES		
		REQUESTED DATE 09/09/2011	QUOTED SHIP DATE 09/23/2011	QUANTITY 16,680
003	5,560 Ft	MSG1908AN019-01 MSGR BARE 19 No. 8 19 #8 0.642 ANA 19 St1 LEL CTO Bare Messenger Wire 19 #8, Alumoweld-Aluminum (ANA) 0.642 Diameter (In), 19 X 0.1285 X 43,240 Lbs Breaking Strength, 1/0 AL Equivalent Conductivity, LEL, 713.5 Lbs/Mft, 260 Ampacity, 19 No. 8 0.000 MPS# 120 REV 11	0.0000 Ft	0.00
		REQUESTED DELIVERIES		
		REQUESTED DATE 09/09/2011	QUOTED SHIP DATE 09/23/2011	QUANTITY 5,560

Marmon Utility LLC

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SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-6545		CUSTOMER REQUEST NO. Yreka 69kv	REQUEST DATE 08/09/2011	EXPIRATION DATE 09/08/2011
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT Prepaid & Allowed	PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		<p>SHIP BY #CTNS REEL QUANTITY UM DESCRIPTION</p> <p>Will Advise 1 5560 Ft REEL WD 58.0 X 32.0 X 24.0 X 36.5 Wide Heavy Duty -0% to +5%</p>		
004	235 Ea	<p>RTL-69DM SPACER 69kV 3C RTL Open Per Box</p> <p>Hendrix Spacer 69kV, 3 Phase, RTL, Diamond Shape. 80-1/8" Minimum Leakage Distance, .750" Maximum Messenger Diameter, 30kA Short Circuit Rating, 16.8575 Lbs/Each. Standard Box Quantity = No F Pieces.</p>	0.0000Ea	0.00
006	30 Ea	<p>CG-5825 Dead-end Grip, Cable Range Min Diameter 1.55 Max Diameter 1.65, Neoprene Coated, Color Code Blue, 4.70 Lbs, 60" Long</p> <p>Dead-end Grip, Cable Range Min Diameter 1.55 Max Diameter 1.65, Neoprene Coated, Color Code Blue, 4.70 Lbs, 60" Long.NPS# Not Applicable</p>	0.0000Ea	0.00
008	10 Ea	<p>HDTC Heavy Duty Thimble Clevis, Galvanized Steel, 2.76 Lbs</p> <p>Heavy Duty Thimble Clevis, Galvanized Steel, 2.76 Lbs.NPS# Not Applicable</p>	0.0000Ea	0.00
009	24 Ea	<p>HPI-35-01 INSULATOR Poly 35kV TTop 1" Pin Dia F-Neck Gray 12 Per Box</p> <p>Hendrix Tie Top Insulator, 35kV, 21" Leakage Distance, 1" Pin Hole Diameter, 6" Minimum Pin Length, 7 1/2" Diameter, 7 1/8" Height, 2.3 Lbs Each, F Neck Type, Color Gray. Standard Box Quantity = 12 Pieces</p>	0.0000Ea	0.00

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D'Ewart Representatives LLC, 425-485-6545		Yreka 69kv		08/09/2011	09/08/2011
PRICE TERMS		F.O.B.	FREIGHT PAYMENT		PAYMENT TERMS
Escalation/De-Escalation		FOB Factory	Prepaid & Allowed		Net 30 Days
CUSTOMER (000644-000)			SHIP TO (000644-000)		
PacifiCorp			PacifiCorp		
Accounts Payable Department			Accounts Payable Department		
P.O. Box 3040			P.O. Box 3040		
Portland, OR 97208-3040			Portland, OR 97208-3040		
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	TOTAL PRICE
010	65 Ea	MC-4 Messenger Clamp, 69kv, 80-55-06 Ductile Iron, 15.56 Lbs, Messenger Clamp, 69kv, 80-55-06 Ductile Iron, 15.56 Lbs, .NPS# Not Applicable	0.0000Ea		0.00
011	10 Ea	MG-4176 Messenger Dead End Grip for 19#8, Color Code Black, 5.00 Lbs, 56" Long Messenger Dead End Grip for 19#8, Color Code Black, 5.00 Lbs, 56" Long.NPS# Not Applicable	0.0000Ea		0.00
012	30 Ea	405006-1400 Polymer Dead-End Strain Insulator: 15,000lb tension rating 34.5in long 84inches leakage Hubbel Part# 405006-1400 69kv Standard Box Quantity - No F Pieces Polymer Dead-End Strain Insulator: 15,000lb tension rating 34.5in long 84inches leakage Hubbel Part# 405006-1400 .69kv. NPS# Not Applicable	0.0000Ea		0.00

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D'Ewart Representatives LLC, 425-485-6545		Yreka 69kv		08/09/2011	09/08/2011
PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TERMS		
Escalation/De-Escalation	FOB Factory	Prepaid & Allowed	Net 30 Days		
CUSTOMER (000644-000)			SHIP TO (000644-000)		
PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040			PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		
013	30 Ea	SA-100-5 Thimble Clevis, 20,000lb MacLean part # SA-100-5 Standard Box Quantity - No F Pieces Thimble Clevis, 20,000lb MacLean part # SA-100-5 .MPS# Not Applicable	0.0000 Ea	0.00	
014	150 Ea	MISC-SCS ES SKIRT2IN	0.0000 Ea	0.00	
			TOTAL	144,300.00	
<p>- WARRANTY 2 YEARS FROM DATE OF DELIVERY</p> <p>COMPOUND CLAUSE: Event Base Compound Adjustment - When an industry-wide compound increase is announced, Hendrix will provide documentation of the increase amount. The amount of the increase will be multiplied against the actual pounds of compound per unit of measure and the unit price adjusted accordingly. Hendrix will provide a spreadsheet that details the effect on each item.</p> <p>Prices will be adjusted at the time of shipment, based on the preceding month's average published price for MW US Transaction aluminum ingot per pound and Comex HG 1st Fos copper per pound as published each month in the McGraw Hill publication "Metals Week".</p> <p>Quoted by: Jeanna Hughes Aerial & Molded Account Manager jhughes@hendrix-vc.com TEL (603) 249-1247 FAX (603) 673-1497</p> <p>TERMS & CONDITIONS OF SALE Marmon Utility</p>					

Marmon Utility LLC

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SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-6545		CUSTOMER REQUEST NO. Yreka 69kv	REQUEST DATE 08/09/2011	EXPIRATION DATE 09/08/2011
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT Prepaid & Allowed	PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		
<p>TERMS & CONDITIONS OF SALE MARMON UTILITY LLC (MARMON UTILITY)</p> <p>1. Acceptance; Agreement. This document, including these Terms and Conditions (collectively "Agreement"), supercedes all other agreements, oral or written, and all other communications between the parties suggesting additional or different terms. It represents the final and complete understanding of the parties and may be amended or canceled only by written agreement signed by both parties. This Agreement expressly limits acceptance to these terms; no order shall have any force or effect until acknowledged in writing by Marmon Utility; and any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the terms hereof is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to the terms and conditions in this Agreement. Unless otherwise stated herein, Buyer's receipt of any portion of the goods ("Goods") shall constitute acceptance of this Agreement and all of its terms and conditions, unless Buyer immediately returns all such Goods.</p> <p>2. Terms of Payment. Payment terms are not 30 days from the invoice date. All late payments will be subject to a late charge of US prime rate plus 2% annualized. Shipments and deliveries shall at all times be subject to the continuing approval of Marmon Utility Credit Department, upon whose information Marmon Utility may decline to make shipment or may require payment in advance or other arrangement to assure due payment.</p> <p>3. Prices. Prices, including delivery terms, are subject to change without notice to reflect Marmon Utility's prices at time of shipment and increases in labor or other costs. Marmon Utility reserves the right to correct any obvious errors in specifications or prices. Minimum invoice charge is \$500. All amounts owed to Marmon Utility shall be paid without abatement, deduction or set off. 4. Delivery and Transportation Terms. Shipments invoiced at 5,000 feet or more for cable or \$3,000 or more for accessories are sold F.O.B. shipping point, freight prepaid and allowed, where within the continental United States. Shipments of less than 5,000 feet (\$3,000 for accessories) are sold F.O.B. shipping point, with shipping and handling charges added to the invoice.</p> <p>5. Cancellation. Acceptance by Marmon Utility of Purchaser's written order constitutes a binding contract between the parties which, except as otherwise specifically provided herein, may not be canceled or modified without the parties' mutual consent. In the event Purchaser refuses to accept goods ordered it will be liable for Marmon Utility cancellation charges which shall not exceed the purchase price of the undeliverable goods. Cancellation by Purchaser of ordered wire and cable goods will result in cancellation charges derived from the below formulas: a. A minimum charge of 20% of the sales price will be paid by Purchaser for cancellation of goods scheduled for fabrication 90 days or more subsequent to the date Marmon Utility receives notice of cancellation. b. A minimum charge of 50% of the sales price will be paid by Purchaser for cancellation of goods scheduled for fabrication less than 90 days subsequent to the date Marmon Utility receives notice of cancellation.</p> <p>In the event the above formulas are inadequate to cover costs incurred by Marmon Utility incident to fabrication and prior to its receipt of notice of cancellation, Purchaser shall reimburse Marmon Utility all such costs incurred. Additionally, completed or partially completed units fabricated pursuant to order shall be paid for by Purchaser at 100% of the per unit price.</p> <p>Marmon Utility</p> <p>6. Taxes. Prices do not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any federal, state, or local law, rule or regulation concerning the Goods sold hereunder or the manufacture or sale thereof. If Marmon Utility pays any such taxes or assessments, Buyer shall, upon demand, reimburse Marmon Utility for such amounts.</p> <p>7. Risk of Loss. All risk of loss or damage to Goods shipped hereunder shall pass to Buyer upon delivery thereof to Buyer, to its designated agent, or to a carrier for delivery to Buyer, whichever occurs first. Unless otherwise stated, all shipments will be made F.O.B. point of manufacture. 8. Delivery. All shipping dates are estimates and are based upon prompt receipt of all necessary information. Delays in securing Buyer's approval of necessary specifications or samples of products and materials shall, if Marmon Utility so chooses, extend the date of delivery. Marmon Utility shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays in delivery.</p> <p>9. Warranties and Limitations on Warranties - Hendrix Brand. a) Marmon Utility expressly warrants that the Goods (i) will conform to the descriptions and specifications incorporated herein within the guidelines established herein and (ii) will be free from defect in material and workmanship for a period of one year after shipment. THESE ARE MARMON UTILITY ONLY WARRANTIES. MARMON UTILITY MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY MARMON UTILITY AND EXCLUDED.</p> <p>b) If Buyer notifies Marmon Utility in writing within the warranty period of a defect in material or workmanship in any Goods or part thereof sold hereunder, and if Marmon Utility determines, after appropriate tests and inspection, that such goods or part thereof are not in conformity with the warranty given hereunder, Marmon Utility will repair, replace, or refund the purchase price, at its sole option. This shall be Buyer's exclusive remedy for Marmon Utility's liability hereunder. Any claims not made within the warranty period are deemed waived by Buyer.</p>				

Marmon Utility LLC

QUOTE NO.
00026931



Kerite

FILE

REV. REV DATE
0 08/12/2011

SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-6545		CUSTOMER REQUEST NO. Yreka 69kv	REQUEST DATE 08/09/2011	EXPIRATION DATE 09/08/2011
PRICE TERMS Escalation/De-Escalation	F.O.B. FOB Factory	FREIGHT PAYMENT Prepaid & Allowed	PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		
<p>c) Marmon Utility' liability to Buyer or anyone claiming through or on behalf of Buyer, with respect to any claim or loss arising out of this transaction or alleged to have resulted from an act or omission of Marmon Utility, whether negligent or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in delivery, or breach of warranty, shall be limited to an amount equal to the purchase price of the Goods or part thereof with respect to which such liability is claimed or, where appropriate and at the option of Marmon Utility, to replacement of the Goods or part thereof. In no case will Marmon Utility be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the goods or their sale, use, or manufacture. IN NO EVENT SHALL MARMON UTILITY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF THIS TRANSACTION.</p> <p>d) If Buyer or any other person, without the prior written consent of Marmon Utility, repairs or modifies all or part of the Goods, or if the Goods are not installed or used in compliance with Marmon Utility' directions, this warranty shall be void.</p> <p>10. Warranties and Limitations on Warranties - Kerite Brand.</p> <p>Marmon Utility</p> <p>a) WARRANTY - Marmon Utility LLC warrants solely to the Purchaser that any wire or cable of its own manufacture ("Product") and supplied to the Purchaser will be free from defects in material and workmanship provided the wire and cable are employed under conditions contemplated and covered by the design specifications, and provided further that the wire and cable are installed, spliced, terminated, maintained, and operated in accordance with Marmon Utility LLC's recommended standards and procedures.</p> <p>b) If a Product fails electrically while in service, Purchaser shall notify Marmon Utility LLC within (5) days of the discovery of such failure, and shall permit a representative of Marmon Utility LLC a reasonable opportunity to inspect the Product. If it is mutually determined by Marmon Utility LLC and Purchaser that the failure is the result of defective material or workmanship, Marmon Utility LLC's sole responsibility under this Warranty shall be to repair or replace the defective Product, the choice of which will be Marmon Utility LLC's option. If Marmon Utility LLC chooses to replace the defective Product, the new Product will be delivered free of charge to the delivery point called for in the original order.</p> <p>c) Marmon Utility LLC will not be responsible for any damage or failure caused by Purchaser or any third party, including without limitation, Acts of God.</p> <p>d) Marmon Utility LLC will not be responsible for any defects or repairs to, or replacement of, adjacent or connected equipment to which the Product may supply electrical power or from which it may take electrical power, or with which it may, in any manner, be associated. Marmon Utility LLC will not be responsible for any incidental or consequential damages whatsoever, either direct or indirect, resulting from a failure of the Product.</p> <p>e) THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p> <p>11. Indemnification a) If the Goods are manufactured in accordance with specifications or other directions provided by Buyer, Buyer shall indemnify, defend, and hold harmless Marmon Utility against all claims, losses, liabilities, and expenses (including attorneys' fees), which Marmon Utility may incur or become liable to pay with respect to such Goods, including (without limitation) claims relating to patent, trademark, copyright infringement, or unfair competition, claims of non-compliance with any federal, state, or local law or regulation, and any other claims of any third party which relate to or in any way arises out of such specifications or other directions provided by Buyer.</p> <p>b) Buyer shall also indemnify, defend, and hold harmless Marmon Utility against all claims, losses, liabilities, and expenses (including attorneys' fees), which Marmon Utility may incur or become liable to pay which relate to or in any way arise out of Goods subjected to: (i) improper installation or storage; (ii) accident, damage, abuse, or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Goods.</p> <p>12. Patents. Except as provided in Section 10A with respect to Goods manufactured in accordance with specifications or directions provided by Buyer, and provided Buyer has made all payments due hereunder, Marmon Utility shall defend, at its expense, any suit or proceeding brought against Buyer based upon any claim that the Goods or any part thereof infringe any United States patent issued as of the date of Marmon Utility's quotation and shall pay any damages and costs awarded therein against Buyer, provided that Marmon Utility is notified promptly in writing of such claim and is given full authority, information and assistance by Buyer to defend or settle the suit. If the</p> <p>Marmon Utility</p> <p>Goods or any part thereof are deemed to infringe any such patent, Marmon Utility shall, at its expense and sole option either: procure for Buyer the right to continue using said Goods or part; replace them with non-infringing Goods or parts; modify them so they become non-infringing; or remove them and refund the</p>				

Marmon Utility LLC

QUOTE NO.
00026931



Kerite

FILE

REV. 0 REV DATE 08/12/2011

SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-6545		CUSTOMER REQUEST NO. Yreka 69kv		REQUEST DATE 08/09/2011		EXPIRATION DATE 09/08/2011	
PRICE TERMS Escalation/De-Escalation		F.O.B. FOB Factory		FREIGHT PAYMENT Prepaid & Allowed		PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040				SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040			
<p>purchase price for them.</p> <p>13. Force Majeure. Marmon Utility shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation: an act of God; war; civil commotion; sabotage; labor dispute, explosion; fire; accident; power or equipment failure; inability to obtain suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid, including but not limited to priority, requisition, allocation, or price control. 14. Default. If Buyer is in default or commits a breach of any of the provisions of this Agreement, Marmon Utility shall have the right to cease work hereunder immediately. Further, if Buyer fails to cure such default or breach within ten (10) days after written notice thereof from Marmon Utility, Marmon Utility may terminate this Agreement by written notice to Buyer. If Buyer cures such default or breach within said ten (10) day period, this Agreement shall remain in effect, except for any adjustments to price, delivery terms, or other provision hereof which are necessary or appropriate because of any permitted cessation of work by Marmon Utility. 15. Storage. If Buyer is unwilling to accept shipment of the Goods on the agreed shipping date, Marmon Utility may, at its option, place them in storage and bill Buyer for reasonable storage charges. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage, and the date the Goods are placed in storage shall constitute the date of shipment for purposes of beginning the warranty period. 16. Material Return Policy. Marmon Utility reserves the right to refuse return requests of any material. All material returns must be pre-authorized by Marmon Utility, be in original re-saleable condition, and have a written "Return Authorization" issued. A minimum Restocking Fee of 25% of the original invoice amount will be charged for all returns. The returning party is responsible for all prepaid freight costs back to the Marmon Utility point of origin. 17. Waiver. Failure of Marmon Utility at any time to require Buyer's performance of any obligation under this Agreement shall not affect Marmon Utility's right to require performance of that obligation. Any waiver by Marmon Utility of any breach or default hereunder must be in writing and shall not be construed to be a waiver of any continuing or succeeding breach or default, a waiver or modification of this provision itself, or a waiver or modification of any right under this Agreement. 18. Assignment. Buyer shall not assign this Agreement or any monies due or to become due hereunder, without Marmon Utility's prior written consent, and any attempted assignment without Marmon Utility's prior written consent shall be void and, at Marmon Utility's option, grounds for termination of this agreement. 19. Governing Law. This Agreement shall be construed in accordance with the laws of the jurisdiction in which is located the plant of Marmon Utility producing the Goods, as indicated on the front hereof.</p>							

Customer	Pacificorp	Num Phases	3
Project No.	719	Circuit Footage	5560
Proj Name	Yreka 69 kV	Engineer	EWL
Date	04-Aug-11		
Conductor	336 kcm 19X Aluminum Compact 69 kV 75 °C Gray		
Messenger Size	19#8 AW		
Spacers	RTL-69DM	Spacer Quantity	235

Material List:

Catalog Number	Description	Quantity
CF626-30C	Fiberglass Standoff Bracket for 69kV	21
CG-5825	Conductor Dead End Grip	30
DAVIT-48	Davit Arm, Steel, 48" Long	48
HBTC	Thimble Clevis, Ductile Iron, 40,000 lb.	10
HPI-35-01	Polyethylene Insulator, 35kV, F Neck, 1 inch Pin	21
MC-4	Messenger Clamp for 69kV Davit Arm	48
MG-4176	Messenger Dead End Grip	10
MPS SA-100-5	Thimble Clevis, Large Size, 20,000 lb.	30
OB 405006-1400	Insulator, Dead End Strain, Polymer, 69kV	30
HS SKIRT2IN	Heat shrink Skirt for Standoff Bracket	150

Note:

1. 5% added to conductor & messenger to account for sag & terminations
2. Two spacers included at each pole (See AC1261-05).
3. Preliminary Design – NOT FOR CONSTRUCTION.
4. Conductor Cuts 6 X 2780 ft, Messenger cuts 1 X 5560 ft.

REV 8/12/11 : Added intermediate tangent poles to reduce span lengths. This is necessary because customer is supplying light duty davit arms that cannot without loads from longer spans. Also added spare materials.

Marmon Utility LLC

QUOTE NO.
00026889



Kerite

FILE

REV. 0 REV DATE 09/10/2011

SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-6545		CUSTOMER REQUEST NO. Yreka Svcs	REQUEST DATE 08/10/2011	EXPIRATION DATE 09/09/2011
PRICE TERMS Firm Price	F.O.B. FOB Factory	FREIGHT PAYMENT NONE APPLIES	PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		
001	1 Ea	Aerial Engineering Services to attend and advise for Yreka line 10 construction pre-bid meeting. includes time and travel expenses. Aerial Engineering Services	3,000.0000 Ea	3,000.00
			TOTAL	3,000.00
<p>**ADDITIONAL FIELD SERVICES TO BE BILLED AS TIME AND EXPENSES: \$1,000.00/DAY PLUS TRAVEL EXPENSES.</p> <p>Quoted by: Jeanne Hughes Aerial & Molded Account Manager jhughes@hendrix-wc.com TEL (503) 249-1247 FAX (503) 673-1497</p> <p>TERMS & CONDITIONS OF SALE Marmon Utility</p> <p>TERMS & CONDITIONS OF SALE MARMON UTILITY LLC (MARMON UTILITY)</p> <p>1. Acceptance; Agreement. This document, including these Terms and Conditions (collectively "Agreement"), supersedes all other agreements, oral or written, and all other communications between the parties suggesting additional or different terms. It represents the final and complete understanding of the parties and may be amended or canceled only by written agreement signed by both parties. This Agreement expressly limits acceptance to these terms; no order shall have any force or effect until acknowledged in writing by Marmon Utility, and any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the terms hereof is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to the terms and conditions in this Agreement. Unless otherwise stated herein, Buyer's receipt of any portion of the goods ("Goods") shall constitute acceptance of this Agreement and all of its terms and conditions, unless Buyer immediately returns all such Goods.</p> <p>2. Terms of Payment. Payment terms are net 30 days from the invoice date. All late payments will be subject to a late charge of US prime rate plus 2% annualized. Shipments and deliveries shall at all times be subject to the continuing approval of Marmon Utility Credit Department, upon whose information Marmon Utility may decline to make shipment or may require payment in advance or other arrangement to assure due payment.</p> <p>3. Prices. Prices, including delivery terms, are subject to change without notice to reflect Marmon Utility's prices at time of shipment and increases in labor or other costs. Marmon Utility reserves the right to correct any obvious errors in specifications or prices. Minimum invoice charge is \$500. All amounts owed to Marmon Utility shall be paid without abatement, deduction or set off. A. Delivery and Transportation Terms. Shipments invoiced at 5,000 feet or more for cable or \$3,000 or more of accessories are sold F.O.B. shipping point, freight prepaid and allowed, where within the continental United States. Shipments of less than 5,000 feet (\$3,000 for accessories) are sold F.O.B. shipping point, with shipping and handling charges added to the invoice.</p> <p>5. Cancellation. Acceptance by Marmon Utility of Purchaser's written order constitutes a binding contract between the parties which, except as otherwise specifically provided herein, may not be canceled or modified without the parties' mutual consent. In the event Purchaser refuses to accept goods ordered it will be liable for Marmon Utility' cancellation charges which shall not exceed the purchase price of the undeliverable goods. Cancellation by Purchaser of ordered wire and cable goods will result in cancellation charges derived from the below formulae: a. A minimum charge of 20% of the sales price will be paid by Purchaser for cancellation of goods scheduled for fabrication 90 days or more subsequent to the date Marmon Utility receives notice of cancellation. b. A minimum charge of</p>				

Marmon Utility LLC

QUOTE NO.
00026889



FILE

REV. REV DATE
0 08/10/2011

SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-6545		CUSTOMER REQUEST NO. Yreka Svcs		REQUEST DATE 08/10/2011		EXPIRATION DATE 09/09/2011	
PRICE TERMS Firm Price		F.O.B. FOB Factory		FREIGHT PAYMENT NONE APPLIES		PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040				SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040			
<p>50% of the sales price will be paid by Purchaser for cancellation of goods scheduled for fabrication less than 90 days subsequent to the date Marmon Utility receives notice of cancellation.</p> <p>In the event the above formulae are inadequate to cover costs incurred by Marmon Utility incident to fabrication and prior to its receipt of notice of cancellation, Purchaser shall reimburse Marmon Utility all such costs incurred. Additionally, completed or partially completed units fabricated pursuant to order shall be paid for by Purchaser at 100% of the per unit price.</p> <p>Marmon Utility</p> <p>6. Taxes. Prices do not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any federal, state, or local law, rule or regulation concerning the Goods sold hereunder or the manufacture or sale thereof. If Marmon Utility pays any such taxes or assessments, Buyer shall, upon demand, reimburse Marmon Utility for such amounts.</p> <p>7. Risk of Loss. All risk of loss or damage to Goods shipped hereunder shall pass to Buyer upon delivery thereof to Buyer, to its designated agent, or to a carrier for delivery to Buyer, whichever occurs first. Unless otherwise stated, all shipments will be made F.O.B. point of manufacture. 8. Delivery. All shipping dates are estimates and are based upon prompt receipt of all necessary information. Delays in securing Buyer's approval of necessary specifications or samples of products and materials shall, if Marmon Utility so chooses, extend the date of delivery. Marmon Utility shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays in delivery.</p> <p>9. Warranties and Limitations on Warranties -- Hendrix Brand. a) Marmon Utility expressly warrants that the Goods (i) will conform to the descriptions and specifications incorporated herein within the guidelines established herein and (ii) will be free from defect in material and workmanship for a period of one year after shipment. THESE ARE MARMON UTILITY ONLY WARRANTIES. MARMON UTILITY MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY MARMON UTILITY AND EXCLUDED.</p> <p>b) If Buyer notifies Marmon Utility in writing within the warranty period of a defect in material or workmanship in any Goods or part thereof sold hereunder, and if Marmon Utility determines, after appropriate tests and inspection, that such goods or part thereof are not in conformity with the warranty given hereunder, Marmon Utility will repair, replace, or refund the purchase price, at its sole option. This shall be Buyer's exclusive remedy for Marmon Utility's liability hereunder. Any claims not made within the warranty period are deemed waived by Buyer.</p> <p>c) Marmon Utility's liability to Buyer or anyone claiming through or on behalf of Buyer, with respect to any claim or loss arising out of this transaction or alleged to have resulted from an act or omission of Marmon Utility, whether negligent or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in delivery, or breach of warranty, shall be limited to an amount equal to the purchase price of the Goods or part thereof with respect to which such liability is claimed or, where appropriate and at the option of Marmon Utility, to replacement of the Goods or part thereof. In no case will Marmon Utility be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the goods or their sale, use, or manufacture. IN NO EVENT SHALL MARMON UTILITY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF THIS TRANSACTION.</p> <p>d) If Buyer or any other person, without the prior written consent of Marmon Utility, repairs or modifies all or part of the Goods, or if the Goods are not installed or used in compliance with Marmon Utility's directions, this warranty shall be void.</p> <p>10. Warranties and Limitations on Warranties -- Kerite Brand.</p> <p>Marmon Utility</p> <p>a) WARRANTY - Marmon Utility LLC warrants solely to the Purchaser that any wire or cable of its own manufacture ("Product") and supplied to the Purchaser will be free from defects in material and workmanship provided the wire and cable are employed under conditions contemplated and covered by the design specifications, and provided further that the wire and cable are installed, spliced, terminated, maintained, and operated in accordance with Marmon Utility LLC's recommended standards and procedures.</p> <p>b) If a Product fails electrically while in service, Purchaser shall notify Marmon Utility LLC within (5) days of the discovery of such failure, and shall permit a representative of Marmon Utility LLC a reasonable opportunity to inspect the Product. If it is mutually determined by Marmon Utility LLC and Purchaser that the failure is the result of defective material or workmanship, Marmon Utility LLC's sole responsibility under this Warranty shall be to repair or replace the defective Product, the choice of which will be Marmon Utility LLC's option. If Marmon Utility LLC chooses to replace the defective Product, the new Product will be delivered free of charge to the delivery point called for in the original order.</p>							

Marmon Utility LLC

QUOTE NO.
00026889



Kerite

FILE

REV. 0 REV DATE 08/10/2011

SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-8645		CUSTOMER REQUEST NO. Yreka Svcs		REQUEST DATE 08/10/2011		EXPIRATION DATE 09/09/2011	
PRICE TERMS Firm Price		F.O.B. FOB Factory		FREIGHT PAYMENT NONE APPLIES		PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040				SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040			
<p>c) Marmon Utility LLC will not be responsible for any damage or failure caused by Purchaser or any third party, including without limitation, Acts of God.</p> <p>d) Marmon Utility LLC will not be responsible for any defects or repairs to, or replacement of, adjacent or connected equipment to which the Product may supply electrical power or from which it may take electrical power, or with which it may, in any manner, be associated. Marmon Utility LLC will not be responsible for any incidental or consequential damages whatsoever, either direct or indirect, resulting from a failure of the Product.</p> <p>e) THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p> <p>11. Indemnification a) If the Goods are manufactured in accordance with specifications or other directions provided by Buyer, Buyer shall indemnify, defend, and hold harmless Marmon Utility against all claims, losses, liabilities, and expenses (including attorneys' fees), which Marmon Utility may incur or become liable to pay with respect to such Goods, including (without limitation) claims relating to patent, trademark, copyright infringement, or unfair competition, claims of non-compliance with any federal, state, or local law or regulation, and any other claim of any third party which relates to or in any way arises out of such specifications or other directions provided by Buyer.</p> <p>b) Buyer shall also indemnify, defend, and hold harmless Marmon Utility against all claims, losses, liabilities, and expenses (including attorneys' fees), which Marmon Utility may incur or become liable to pay which relate to or in any way arise out of Goods subjected to: (i) improper installation or storage; (ii) accident, damage, abuse, or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Goods.</p> <p>12. Patents. Except as provided in Section 14A with respect to Goods manufactured in accordance with specifications or directions provided by Buyer, and provided Buyer has made all payments due hereunder, Marmon Utility shall defend, at its expense, any suit or proceeding brought against Buyer based upon any claim that the Goods or any part thereof infringe any United States patent issued as of the date of Marmon Utility's quotation and shall pay any damages and costs awarded therein against Buyer, provided that Marmon Utility is notified promptly in writing of each claim and is given full authority, information and assistance by Buyer to defend or settle the suit, if the</p> <p>Marmon Utility</p> <p>Goods or any part thereof are deemed to infringe any such patent, Marmon Utility shall, at its expense and sole option either; procure for Buyer the right to continue using said Goods or part; replace them with non-infringing Goods or parts; modify them so they become non-infringing; or remove them and refund the purchase price for them.</p> <p>13. Force Majeure. Marmon Utility shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation: an act of God; war; civil commotion; sabotage; labor dispute; explosion; fire; accident; power or equipment failure; inability to obtain suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid, including but not limited to priority, requisition, allocation, or price control. 14. Default. If Buyer is in default or commits a breach of any of the provisions of this Agreement, Marmon Utility shall have the right to cease work hereunder immediately. Further, if Buyer fails to cure such default or breach within ten (10) days after written notice thereof from Marmon Utility, Marmon Utility may terminate this Agreement by written notice to Buyer. If Buyer cures such default or breach within said ten (10) day period, this Agreement shall remain in effect, except for any adjustments to price, delivery terms, or other provisions hereof which are necessary or appropriate because of any permitted cessation of work by Marmon Utility. 15. Storage. If Buyer is unwilling to accept shipment of the Goods on the agreed shipping date, Marmon Utility may, at its option, place them in storage and bill Buyer for reasonable storage charges. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage, and the date the Goods are placed in storage shall constitute the date of shipment for purposes of beginning the warranty period. 16. Material Return Policy. Marmon Utility reserves the right to refuse return requests of any material. All material returns must be pre-authorized by Marmon Utility, be in original resalable condition, and have a written "Return Authorization" issued. A minimum Restocking Fee of 25% of the original invoice amount will be charged for all returns. The returning party is responsible for all prepaid freight costs back to the Marmon Utility point of origin. 17. Waiver. Failure of Marmon Utility at any time to require Buyer's performance of any obligation under this Agreement shall not affect Marmon Utility's right to require performance of that obligation. Any waiver by Marmon Utility of any breach or default hereunder must be in writing and shall not be construed to be a waiver of any continuing or succeeding breach or default, a waiver or modification of this provision itself, or a waiver or modification of any right under this Agreement. 18. Assignment. Buyer shall not assign this Agreement or any copies due or to become due hereunder, without Marmon Utility's prior written consent, and any attempted assignment without Marmon Utility's prior written consent shall be void and, at Marmon Utility's option, grounds for termination of this agreement. 19. Governing Laws. This Agreement shall be construed in accordance with the laws of the jurisdiction in which is located the plant of Marmon Utility producing the Goods, as indicated on the front hereof.</p>							

Marmon Utility LLC

QUOTE NO.
00026889



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FILE

REV. REV DATE
0 08/10/2011

SALES REPRESENTATIVE D'Ewart Representatives LLC, 425-485-6545		CUSTOMER REQUEST NO. Yreka Svcs		REQUEST DATE 08/10/2011	EXPIRATION DATE 09/09/2011
PRICE TERMS Firm Price	F.O.B. FOB Factory	FREIGHT PAYMENT NONE APPLIES		PAYMENT TERMS Net 30 Days	
CUSTOMER (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040			SHIP TO (000644-000) PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208-3040		