

Agreement No. 470000523

**CONTRACT
LOW-INCOME WEATHERIZATION PROGRAM
IDAHO**

This Agreement is effective January 12, 2006, between Eastern Idaho Community Action Partnership ("AGENCY") and Utah Power ("COMPANY").

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

I. Effective Date.

The terms of this Agreement shall apply to all services provided beginning January 12, 2006. This shall be replaced in its entirety Contract No 300001762.

II. Services Provided by AGENCY.

AGENCY agrees to provide weatherization services to qualifying Utah Power customers including but not limited to an energy audit, installation of weatherization measures, post inspection and billing notification to COMPANY.

The AGENCY will install all measures in a manner that meets federal, state and local building codes.

III. Program.

The LOW-INCOME WEATHERIZATION PROGRAM ("PROGRAM") shall apply to COMPANY's residential customers residing in existing dwellings. All Major Measures and Supplemental Measures #1 through #6 detailed below are applicable in dwellings where electricity is the primary source of heating energy. This is defined as an electric system that is operable and permanently installed with the capacity to heat at least 51% of the dwelling. The dwelling must be the principal residence of the eligible customer. Electric heat is not required for the installation of supplemental measures #7 through #9 listed under Section B below. All Measures installed must meet federal, state and local building codes. Measures are not eligible for financial incentives from other COMPANY programs. Eligible Measures include:

A. MAJOR MEASURES (Required): To the extent that a U.S. Department of Energy approved audit determines that a Major Measure is cost effective (Savings to Investment Ratio is 1.0 or greater) and such Major Measure qualifies for installation, it must be installed or financial assistance will not be offered for any other measures. The measure is not required if physical barriers exist that prohibit the installation of a measure. Nothing shall preclude the Company from providing a reimbursement for the installation of a greater R-value of insulation for these items so long as audit results show it to be fully cost effective (Savings to Investment Ratio of 1.0 or greater). Major Measures are listed below:

1. Ceiling insulation up to R-48 for ceilings with less than R-30 in place. R-30 or better attics will not be further insulated.
2. Floor insulation over unheated spaces up to R-30.
3. Wall insulation up to R-26 for walls with no existing insulation. (Financing will not be available for the installation of urea-formaldehyde wall insulation).
4. Replacement windows with a U-value of .35 or less.

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B. SUPPLEMENTAL MEASURES: These energy conservation measures may qualify for a Company reimbursement when audit results show that they are fully cost effective (Savings to Investment Ratio of 1.0 or greater). Supplemental Measures are listed below:

1. Attic ventilation excluding power ventilators, when installed with ceiling insulation (required if needed at the time ceiling insulation is installed). Whole house mechanical ventilation, and spot ventilation for kitchen and baths at time ceiling insulation is installed.
2. Ground cover and water pipe wrap when installed with floor insulation; other vapor barrier materials as required when installed with floor or ceiling insulation.
3. Forced air electric space heating duct insulation and sealing in unheated spaces.
4. Weatherstripping and/or caulking including blower door assisted air sealing and duct sealing.
5. Thermal doors.
6. Timed thermostats on centrally controlled multi-room heating/cooling systems except when used with heat pumps. Heat anticipating type thermostats for zonal electric resistance heating systems.
7. Pipe insulation, energy efficient showerheads and aerators where an electric water heater is present.
8. Compact fluorescent light bulbs applicable in all homes – limit 8 Energy Star certified bulbs per home placed in fixtures that are on 2 or more hours per day.
9. Refrigerators applicable in all homes: Refrigerator models with annual usage listed in the Weatherization Assistance Program Technical Assistance Center database as 900 kWh or greater may be replaced with an Energy Star model with estimated annual consumption of 500 kWh or less. Replaced refrigerators must be removed and recycled in accordance with EPA guidelines.

IV. Customer Eligibility.

For the purposes of this Agreement, customers eligible for the PROGRAM are those Utah Power customers billed through a Utah Power residential tariff schedule and certified as income eligible according to AGENCY procedures. Property owners as well as renters may participate. Financial assistance will be provided one time only on any individual Major or Supplemental Measure, and up to two times per dwelling. An incentive will be provided a second time only on dwellings originally treated before October 1, 1993.

Duplexes and four-plexes qualify for the program if one half of the dwelling is occupied by low-income tenants. Triplexes and other multi-family dwellings qualify if 66% of the units are occupied by low-income tenants. COMPANY will offer a rebate for each duplex, triplex, four-plex, or multi-family building only if measures are installed in 100% of the units. COMPANY will not offer a rebate for any unit if less than 100% of the building is weatherized.

V. Payment.

Not later than 120 days after job completion, AGENCY will submit an invoice form on each completed home and a cover invoice itemizing the amount due per submittal, to COMPANY. Upon receipt, COMPANY will review the invoice and expenditures for approval. COMPANY agrees to reimburse ~~the AGENCY 80%~~ ^{75%} of approved Major Measure and Supplemental Measure costs (up to an average of \$1,500 per home annually on homes where at least one Major Measure is installed). Measures must be determined through audit results to be fully cost effective. All fully cost effective and structurally feasible major measures must be installed or in place. AGENCY shall retain a copy of all Homeowner Agreements and the signature of the dwelling owner that permits AGENCY to provide these services

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and COMPANY to inspect installations. The release signed by the eligible customer will also allow COMPANY to provide usage data to a consulting firm in order to determine PROGRAM energy savings realized.

Administrative reimbursement will be made using the following schedule:

15% of COMPANY's reimbursement on Major Measures and Supplemental Measures, not to exceed the following total administrative payment per building:

Dwelling Units/Building	Maximum Payment
1 to 4	\$350
5 to 10	\$800
11 to 15	\$1,200
16 to 20	\$1,400
21 to 25	\$1,600
26 to 30	\$1,800
31+	\$2,100

The maximum aggregate annual (April 1 through March 31) reimbursement by COMPANY for Major Measures, Supplemental Measures and Administrative Cost Reimbursement is limited to \$75,000.

The minimum reimbursement will be \$150 on a home with one or more Major Measure installed and \$50 on a home without the installation of a Major Measure.

COMPANY may, AT ITS OWN EXPENSE, audit weatherization and financial records of AGENCY for customers receiving services under this PROGRAM.

VI. No Payments by Customer Program Participants.

All services, materials and installations will be available at no cost to the customer (PROGRAM participants). The balance of required funding for weatherization, manpower, and equipment will be provided by the AGENCY through state and federal program funds, as well as landlord contributions.

VII. Insurance.

A. Without limiting any liabilities or any other obligations of AGENCY, AGENCY shall prior to commencing work, secure and continuously carry with insurers acceptable to COMPANY the following insurance coverage:

Commercial General Liability insurance with a minimum single limit of \$1,000,000. The coverage shall include: Bodily Injury and Property Damage Liability, Contractual Liability, Products and Completed Operations to extend for a minimum of two years past acceptance or termination of the work, to protect against and from all loss by reason of injury to persons or damage to property, including AGENCY's own workers and all third persons, and property of COMPANY and all third parties based upon and arising out of AGENCY's operations hereunder, including the operations of its subcontractors of any tier.

Business Automobile Liability insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to AGENCY's vehicles whether owned, hired or nonowned, assigned to or used in the performance of the work.

B. The policies required herein shall include 1) provisions or endorsements naming COMPANY, its directors, members of its PacifiCorp Board, ScottishPower Board, officers and employees as additional insured, and 2) a cross-liability and severability of interest clause.

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C. All policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of COMPANY and that any other insurance maintained by COMPANY is excess and not contributory insurance with the insurance required hereunder, and provisions that such policies shall not be canceled or their limits of liability reduced without ten (10) days prior written notice to COMPANY if canceled for nonpayment of premium, or thirty (30) days prior written notice to COMPANY if canceled for any other reason. A certificate in a form satisfactory to COMPANY certifying to the issuance of such insurance, shall be furnished to COMPANY. For all commercial general liability coverage written on a "claim-made" basis, the certificate shall also identify the retroactive dates and all laser endorsements, if any. If requested by COMPANY, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing company, shall be furnished to COMPANY.

D. COMPANY shall be notified by AGENCY of any commercial general liability policies maintained hereunder and written on a "claims-made" form. Such insurance policies written on a "claims-made" basis shall be maintained by AGENCY for a minimum period of five (5) years after the completion of this Agreement and COMPANY may, at its discretion, require AGENCY, at AGENCY's sole expense, to institute other measures to guarantee future coverage for claims as contemplated by this Agreement.

VIII. Workers' Compensation.

AGENCY shall comply with all applicable workers' compensation acts in the state of Idaho, and shall furnish proof thereof satisfactory to COMPANY prior to commencing work.

IX. Liability; Indemnification.

AGENCY shall be responsible for the approval, supervision and payment of all contractors, the selection of all materials, the installation of all materials, and all training, and COMPANY shall not have any responsibility or liability therefore. PacifiCorp shall not have any responsibility or liability for the quality of the measures installed, or any claims with respect thereto.

AGENCY specifically and expressly agrees to defend, indemnify, and hold harmless COMPANY, its directors, members of its PacifiCorp Board, ScottishPower Board, officers, agents, and employees (collectively "Indemnitees") against and from any and all losses, claims, demands, suits, or costs and damages of every description, including attorneys' fees, brought or made against or incurred by any of the Indemnitees resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of AGENCY, its employees, agents, representatives, or subcontractors of any tier, their employees, agents, or representatives in the performance or nonperformance of AGENCY's obligations under this contract or in any way related to this contract, or in any way related to the preceding paragraph. The indemnity obligations under this article shall include without limitation:

Loss of or damage to any property of COMPANY, Contractor, any customer or any third party;

Claims related to the quality or performance of the installed measures.

Bodily or personal injury to, or death of any person(s), including without limitation employees of COMPANY, or of AGENCY or its subcontractors of any tier or any customer; and

Claims arising out of Workers' Compensation, Unemployment Compensation, or similar such laws or obligations applicable to employees of AGENCY or its subcontractors of any tier.

AGENCY's indemnity obligation under this Article shall not extend to any liability caused by the sole negligence of any of the Indemnitees.

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X. Laws and Regulations.

AGENCY shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation those governing wages, hours, desegregation, employment discrimination, and health and safety. AGENCY shall comply with equal opportunity laws and regulations to the extent that they are applicable, including without limitation the following:

Executive Order No. 11246 and 41 CFR, Section 60-1.4 (Employment Discrimination);

Executive Order No. 11701 and 41 CFR, Section 60-250.4 (Employment of Veterans);

Executive Order Nos. 11625 and 12138 and 41 CFR, Part 1-1 (Utilization of Minority and Women-Owned Businesses);

Executive Order No. 11758 and 41 CFR, Section 60.741.4 (Employment of Handicapped Individuals);
and

Age Discrimination in Employment Act of 1967, as amended.

AGENCY shall indemnify, defend, and hold harmless COMPANY, its directors, members of its PacificCorp Board, ScottishPower Board, officers, employees, and agents against any damages, penalties, costs, or expenses incurred in connection with any actual or alleged violation thereof, and from any liability, including fines, penalties, and other costs, arising out of AGENCY 's failure to so comply.

XI. Liens.

AGENCY shall

- i) indemnify, defend and hold harmless COMPANY and COMPANY's customers from all laborers', materialmen's and mechanics' liens or claims made or filed upon the work, or the property on which the work is located on account of any labor performed or labor, services, equipment and materials furnished by AGENCY's subcontractors of any tier and all materialmen, laborers, mechanics and other persons in connection with the work, and
- ii) keep the work and said property free and clear of all liens or claims arising from the performance of any of the work covered by this Agreement by laborers, mechanics, and other such persons.

XII. Promotion.

All written materials designed to describe or promote the PROGRAM shall be coordinated between AGENCY and COMPANY staff.

XIII. Independent Contractor.

AGENCY is an independent contractor, and all persons employed by AGENCY in connection herewith shall be employees of AGENCY, and not employees of COMPANY in any respect.

XIV. Entire Agreement.

This Agreement and any referenced attachments constitute the complete Agreement between the parties, and supersedes all existing Agreements between the parties. It is subject to change only by an instrument executed in writing by both parties.

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XV. Termination.

This Agreement shall be in effect until terminated by either party upon thirty (30) days written notice from one party to the other. The provisions of Sections VII through XI of this Agreement shall survive the termination of this Agreement.

XVI. Assignment.

AGENCY shall not assign this Agreement, or any part hereof, without the prior written consent of COMPANY, and any attempted assignment in violation hereof shall be void.

XVII. Invalid Provisions.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, and unenforceable provision as may be possible and be legal, valid, and enforceable.

This Agreement is agreed and accepted by:

PACIFICORP

EASTERN IDAHO COMMUNITY ACTION PARTNERSHIP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____