

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AGREEMENT**

1. AGREEMENT NUMBER 20TP-12112	2. AGREEMENT EFFECTIVE FROM DATE IN BLOCK 4 UNTIL See Section 11 of the Division of Responsibilities Statement	3. AMENDMENT NO. -1-	4. EFFECTIVE DATE Same as Block #17
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ISSUED TO	ISSUED BY
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5. ORGANIZATION AND ADDRESS Public Utility District No. 1 of Jefferson County ATTN: Mr. Kevin Streett, General Manager 310 Four Corners Road Port Townsend, WA 98368		6. ORGANIZATION AND ADDRESS U.S. Department of Energy Bonneville Power Administration ATTN: Christine Wiese – TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666	
7. TECHNICAL CONTACT Lori Rae	PHONE NUMBER (360) 385-8358	8. TECHNICAL CONTACT Andy Lavin	PHONE NUMBER (360) 619-6329
9. ADMINISTRATIVE CONTACT Kevin Streett	PHONE NUMBER (360) 385-8360	10. ADMINISTRATIVE CONTACT James Hall	PHONE NUMBER (360) 619-6057

11. TITLE/BRIEF DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS AGREEMENT

AMENDMENT NO. 1: CONSTRUCTION ACTIVITIES ASSOCIATED WITH PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY'S PROPOSED FIBER OPTIC PROJECT AT OLYMPIA, SHELTON, POTLATCH, DUCKABUSH, QUILCENE, FAIRMONT, HAPPY VALLEY AND PORT ANGELES SUBSTATIONS

Background: Reimbursable Agreement No. 20TP-12112 (Agreement) between the Bonneville Power Administration (BPA) and Public Utility District No. 1 of Jefferson County (Jefferson) provided for BPA, at Jefferson's expense, to perform engineering, real property and environmental reviews of Jefferson's proposed fiber optic connection to facilities at Olympia, Shelton, Potlatch, Duckabush, Quilcene, Fairmont, Happy Valley and Port Angeles Substations (Project).

Amendment No. 1: This Amendment No. 1 (Amendment) to the Agreement provides for the break out of construction activities at each facility, division of responsibilities, ownership, operation and maintenance of installed materials, access privileges, environmental compliance obligations, and the additional funding required to complete this Project. Specific duties are defined in the attached Division of Responsibilities Statement.

This Amendment is between BPA and Jefferson. All references to "customer fiber" refer to the Jefferson leased fibers on BPA's Olympia-Port Angeles dark fiber route with splice points at the aforementioned facilities. This Amendment makes occasional reference to Public Utility District No. 1 of Mason County (Mason 1), Public Utility District No. 3 of Mason County (Mason 3) and Northwest Open Access Network (NoaNet) because Jefferson intends to sublease fiber optic cable to Mason 1, Mason 3 and NoaNet. Where this Amendment calls for BPA to perform work on or within Mason 1, Mason 3 or NoaNet facilities or property, such work is contingent on Jefferson first providing BPA with written permission from the facility or property owner to access and perform such work. During the performance of BPA work on Mason 1, Mason 3 and NoaNet property, Jefferson shall provide a Jefferson representative to accompany BPA personnel to the work site.

This Amendment is hereby incorporated and made a part of the original Agreement and is subject to all the provisions therein. All provisions of the original Agreement, unless expressly deleted, modified, or otherwise superseded in the Amendment shall continue to be binding on all parties hereto.

The following documents are attached to and become a part of this Amendment:

- Division of Responsibilities Statement, Amendment No. 1
- Financial Terms and Conditions Statement, Amendment No. 1 (FTC)

12. AMOUNT TO BE PAID BY BPA \$-0-		13. AMOUNT TO BE PAID TO BPA \$35,000 (estimated-see FTC)	
14. SUBMIT SIGNED AMENDMENT TO U.S. Department of Energy Bonneville Power Administration ATTN: Christine Wiese – TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666		15. ACCOUNTING INFORMATION <i>(For BPA Use Only)</i>	
		16. SUBMIT INVOICE TO <i>(Name and Address)</i> Same as Block #5 above.	
PARTICIPANT		BPA	
17. APPROVED BY <i>(Signature)</i>	DATE <i>(mm/dd/yyyy)</i>	18. APPROVED BY <i>(Signature)</i>	DATE <i>(mm/dd/yyyy)</i>
NAME AND TITLE		NAME AND TITLE Transmission Account Executive Transmission Sales	

DIVISION OF RESPONSIBILITIES STATEMENT

BPA and Jefferson hereby agree as follows:

1. DIVISION OF RESPONSIBILITIES

(a) **BPA shall, at Jefferson's expense:**

(1) At BPA's Olympia Substation:

- (A) Provide a BPA representative to open Customer Vault(s) (CV(s)) as needed and to supervise splicing in any CV. The anticipated splicing will occur in AF 2CV1 SC1A.
- (B) Perform necessary splicing to connect customer fiber to BPA optical fibers located in Bonneville Vault(s) (BV(s)). The anticipated splicing will occur in AF 2BV.

(2) At BPA's Shelton Substation:

- (A) Provide a BPA representative to open CV(s) as needed and to supervise splicing in any CV. The anticipated splicing will occur in RN 1CV1 and RN 1CV2.
- (B) Perform necessary splicing to connect customer fiber to BPA optical fibers located in BV(s). The anticipated splicing will occur in BY 2BV and RN 1BV.

(3) At BPA's Potlatch Substation:

- (A) Provide a BPA representative to open CV(s) as needed and to supervise splicing in any CV. The anticipated splicing will occur in ASM 3CV. BPA will supply a 3M splice case and the cable connecting the two vaults.
- (B) Review trenching routes to BV(s) so that cable can be installed, linking Jefferson/Mason 3's system with BPA's system. The trench will run from a fiber vault near Mason 3 S/N: 600-01 to ASM 3CV, approaching the wall of the vault at a right angle.
- (C) Perform necessary splicing to connect customer fiber to BPA optical fibers located in BV(s). The anticipated splicing will occur in ASM 3CV.

(4) At Mason 1's Duckabush Substation:

- (A) BPA work at Mason 1's Duckabush Substation is contingent on Jefferson first providing BPA with Mason 1's written permission to access and perform work at Mason 1's Duckabush Substation. During the performance of BPA work

DIVISION OF RESPONSIBILITIES STATEMENT

at Mason 1's Duckabush Substation, BPA personnel shall be accompanied by a Jefferson representative.

- (B) Provide a BPA representative to open CV(s) as needed and to supervise splicing in any CV. The anticipated splicing will occur in ASM 6CV.
 - (C) Review trenching routes to BPA vaults (review assesses the route for adverse impacts to BPA equipment). Trenching routes will connect Jefferson/Mason 3's system to BPA's system. The trench will go from a fiber cabinet and vault to ASM6 CV.
 - (D) Review cabinet and vault locations to prevent adverse impacts to BPA equipment.
 - (E) Perform necessary splicing to connect customer fiber to BPA optical fibers located in BV(s). The anticipated splicing will occur in ASM 6 BV.
- (5) At Jefferson's Quilcene Substation:
- (A) Provide a BPA representative to open CV(s) as needed and to supervise splicing in any CV. The anticipated splicing will occur in RN 358CV.
 - (B) Review trenching routes to BPA vaults to connect Jefferson's system to BPA's system.
 - (C) Perform necessary splicing to connect customer fiber to BPA optical fibers located in BV(s). The anticipated splicing will occur in RN 358BV. See Section 1(a)(9), Note Pertaining to Sections 1(a)(5)(C) and 1(a)(6)(B).
- (6) At BPA's Fairmont Substation:
- (A) Provide a BPA representative to open BPA owned CVs as needed and to supervise splicing in any BPA owned CV. The anticipated splicing will occur in FAMT 1CV and BPA will provide a 3M splice case.
 - (B) Perform necessary splicing to connect customer fiber to BPA optical fibers located in BVs. The anticipated splicing will occur in ASM 9BV and EL 313RBV. See Section 1(a)(9), Note Pertaining to Sections 1(a)(5)(C) and 1(a)(6)(B).

DIVISION OF RESPONSIBILITIES STATEMENT

- (7) At BPA's Happy Valley Substation:
 - (A) Provide a BPA representative to open CV(s) as needed and to supervise splicing in CV(s). Anticipated splicing will occur in HAPY 1CV and HAPY 2CV.
 - (B) Perform necessary splicing to connect customer fiber to BPA optical fibers located in BV(s). Anticipated splicing will occur in PY 100BV and ASM 10BV.

- (8) At BPA's Port Angeles Substation:
 - (A) Provide a BPA representative to open CV(s) as needed and to supervise splicing in CV(s). Anticipated splicing will occur in ASM 13CV.
 - (B) Perform necessary splicing to connect customer fiber to BPA optical fiber located in BV(s). Anticipated splicing will occur in PY 223BV.
 - (C) The Port Angeles-Happy Valley fiber section will be leased by Jefferson, but will not likely be used.

- (9) Note Pertaining to Sections 1(a)(5)(C) and 1(a)(6)(B). The splices described under Sections 1(a)(5)(C) and 1(a)(6)(B) may not be necessary because the required connections already exist or because they will not be used. If splices exist, Jefferson will only be charged for the time required to verify splicing. Jefferson will arrange for the use of an Optical Time Domain Reflectometer (OTDR) to verify and characterize the route. To save on field verification costs, the results will be shared with BPA and will help establish where work is needed. If connectivity questions still exist after the OTDR test, vaults will be opened and splices verified to ensure connectivity and reliability of service. The substations where splices likely already exist are Olympia, Shelton, Happy Valley, and Port Angeles Substations.

(b) Jefferson shall, at Jefferson's expense:

- (1) At BPA's Olympia Substation:
 - (A) Obtain permission from NoaNet to connect inside NoaNet's fiber cabinet.
 - (B) Perform any necessary fiber splicing, with BPA supervision, inside of CV(s). The only anticipated splicing is in AF 2CV1 SC1A. See Section 1(b)(9), Note Pertaining to Section 1(b)(1)(B).

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- (2) At BPA's Shelton Substation:
 - (A) Perform any necessary fiber splicing, with BPA supervision, inside of CV(s). The anticipated splicing will occur in RN 1CV1 and RN 1CV2.
 - (B) Connect fibers from NoaNet's portion of Mason 3's Mt. View Collocation Building to Mason 3's network equipment within the same building.

- (3) At BPA's Potlatch Substation:
 - (A) With BPA supervision, trench along pre-approved path to ASM3CV using trench detail laid out in DWG 255593 and 338269. Trench must conform to a minimum of HL-93 loading standards to accommodate heavy vehicle loading.
 - (B) With BPA supervision, install non-conductive fiber conduits in the trench using a 4" SCH 80 PVC pipe with two innerducts, bundling ducts together about every 2 meters. Metallic locate wire SHALL NOT BE USED on BPA property or rights of way. Follow detail provided in BPA DWG 255283, DWG 255593 and 338269. Conduit shall be oriented at approximate right angles to the vault walls, be terminated flush with the inside of the vaults, be grouted in place, and contain two pulling ropes in addition to the innerducts. Install fiber within the appropriate innerduct.
 - (C) With BPA supervision, provide and install Omni Marker Balls along the path of the new underground conduit. Omni Marker Balls shall be placed at the beginning, at the end, at every deflection point, and at 40' increments (or less) along path of underground conduit. Provide and install cable marker posts above each Omni Marker Ball. Detail is provided in BPA DWG 260147.
 - (D) Perform any necessary fiber splicing, with BPA supervision, inside of CV(s). The anticipated splicing will occur in ASM 3CV. BPA will supply a 3M splice case.

- (4) At Mason 3's Duckabush Substation:
 - (A) With BPA supervision, trench along pre-approved path to ASM6CV using trench detail laid out in DWG 255593 and 338269. The trench must conform to a minimum of HL-93 loading standards to accommodate heavy vehicle loading.

DIVISION OF RESPONSIBILITIES STATEMENT

- (B) Provide BPA with an as-built drawing of the trench route referenced in 1(b)(4)(A).
 - (C) With BPA supervision, install non-conductive fiber conduits in the trench, bundling ducts together about every 2 meters. Metallic locate wire SHALL NOT BE USED on BPA property or rights of way. Detail is provided in BPA DWG 255283, DWG 255593 and 338269. Conduit shall be oriented at approximate right angles to the vault walls, be terminated flush with the inside of the vaults, be grouted in place, and contain two pulling ropes in addition to the innerducts. Install fiber within the appropriate innerduct.
 - (D) With BPA supervision, provide and install Omni Marker Balls along path of the new underground conduit. Omni Marker Balls shall be placed at the beginning, at the end, at every deflection point, and at 40' increments (or less) along path of underground conduit. Provide and install cable marker posts above each Omni Marker Ball. Detail is provided in BPA DWG 260147.
 - (E) With BPA supervision, install a vault and fiber cabinet on the south/southeast side of the existing QWEST fiber cabinet. Prior to installation/construction, Jefferson shall consult with BPA on the location of the fiber cabinet.
 - (F) Perform any necessary fiber splicing, with BPA supervision, inside of CV(s). The anticipated splicing will occur in ASM6CV.
- (5) At Jefferson's Quilcene Substation:
- (A) With BPA supervision, trench from the preexisting fiber cabinet along pre-approved path to RN358CV using trench detail laid out in DWG 255593 and 338269. The trench must conform to a minimum of HL-93 loading standards to accommodate heavy vehicle loading.
 - (B) With BPA supervision, install non-conductive fiber in the trench using a 4" SCH 80 PVC pipe with three 1 ¼" innerducts, bundling cables together about every 2 meters. Metallic locate wire SHALL NOT BE USED on BPA property or rights of way. Detail is provided in BPA DWG 255283, DWG 255593 and 338269. Conduit shall be oriented at approximate right angles to the vault walls, be terminated flush with the inside of the vaults, be grouted in place, and contain pulling ropes within each of the innerducts.

DIVISION OF RESPONSIBILITIES STATEMENT

- (C) With BPA supervision, provide and install Omni Marker Balls along path of the new underground conduit. Omni Marker Balls shall be placed at the beginning, at the end, at every deflection point, and at 40' increments (or less) along path of underground conduit. Provide and install cable marker posts above each Omni Marker Ball. Detail is provided in BPA DWG 260147.
 - (D) Perform any necessary fiber splicing, with BPA supervision, inside of CV(s). The anticipated splicing will occur in RN 358CV.
- (6) At BPA's Fairmount Substation:
- (A) Perform any necessary fiber splicing, with BPA supervision, inside of CVs. The anticipated splicing will occur in FAMT 1CV and BPA will provide a 3M splice case.
 - (B) Perform all work and obtain all permits necessary to route fiber back up structure and over 101 to Jefferson land.
- (7) At BPA's Happy Valley Substation:
- (A) Obtain permission from NoaNet to connect inside their fiber cabinet.
 - (B) Perform any necessary fiber splicing, with BPA supervision, inside of CV(s). Anticipated splicing will occur in HAPY 1CV and HAPY 2CV.
- (8) At BPA's Port Angeles Substation:
- (A) Obtain permission from NoaNet to connect inside their fiber cabinet.
 - (B) Perform any necessary fiber splicing, with BPA supervision, inside of CV(s). Anticipated splicing will occur in ASM 13CV.
 - (C) The Port Angeles-Happy Valley fiber section will be leased by Jefferson, but will not likely be used.
- (9) Note Pertaining to Section 1(b)(1)(B). Some of the splices described under Section 1(b) may not be necessary because the required connections already exist or because they will not be used. If splices exist, Jefferson will only be charged for the time required to verify splicing. Jefferson will arrange for the use of an OTDR to verify and characterize the route. The results will be shared with BPA and will help establish where work needs to be performed to save on field verification costs. If connectivity questions still exist after the OTDR

test, vaults will be opened and splices verified to ensure connectivity and reliability of service. The substations where splices likely already exist are Olympia, Shelton, Happy Valley, and Port Angeles Substations.

2. OWNERSHIP, OPERATION AND MAINTENANCE

- (a) BPA shall, at BPA's expense, own, operate and maintain the BV(s), CV(s), all of the fiber inside the BV(s), the conduit and fiber between the BV(s) and CV(s), the fiber that enters the CV(s) from the BV(s) all the way to the splice cases, and the splice cases themselves.

Locations where construction is anticipated:

- (1) Potlatch Substation: ASM3BV, ASM3CV, the conduit and fiber running between ASM3BV and ASM3CV, the fiber extending from the conduit in the CV up to the splice case, and the splice case itself.
- (2) Duckabush Substation: ASM6BV, ASM6CV, the conduit running between ASM6BV and ASM6CV, the fiber extending from the conduit in the CV up to the splice case, and the splice case itself.
- (3) Quilcene Substation: RN358BV, RN358CV, the conduit and fiber running between RN358BV and RN 358CV, the fiber extending from the conduit in the CV up to the splice case, and the splice case itself.
- (4) Fairmount Substation: FAMT1CV, the fiber extending from the conduit in the CV up to the splice case, and the splice case itself.

- (b) Jefferson shall, at Jefferson's expense, own, operate and maintain (or ensure that Jefferson's sublessee owns, operates and maintains to industry standards) the fiber and hardware from their external systems to the entrance of the CV(s), including conduit, trenches, fiber, Omni marker balls, and cable marker posts. Jefferson will also own, operate, and maintain (or ensure that Jefferson's sublessee owns, operates and maintains to industry standards) the fiber connecting to the BPA fiber leased by Jefferson that extends into the CV(s) from their external system, up to the splice case. If those splices/fiber routes already exist, Jefferson will, without the involvement of BPA, purchase, lease or enter into a written agreement with the current owner to allow for the operation and maintenance of the fiber from the splice case to Jefferson's system (or to the system of Jefferson's sublessee) and provide BPA with the terms of those agreements for archival purposes.

Locations where construction is anticipated and may impact Jefferson hardware or hardware owned Jefferson's sublessee:

- (1) Potlatch Substation: the fiber extending from their external system into ASM3CV up to the splice case. (Mason 3).

- (2) Duckabush Substation: the fiber extending from their external system into ASM6CV up to the splice case. (Mason 3).
- (3) Quilcene Substation: the fiber extending from their external system into RN358CV up to the splice case. (Jefferson).
- (4) Fairmount Substation: the fiber extending from their external system into FAMT1CV up to the splice case. (Jefferson).

3. ACCESS

Jefferson grants BPA access to enter Jefferson's Quilcene Substation described under this Amendment at all reasonable times and in accordance with safety and security requirements in order to access the equipment installed by BPA under Section 1(a) above, as long as such equipment remains within Jefferson's facilities.

BPA grants Jefferson access to enter its facilities described under this Amendment at all reasonable times and in accordance with BPA's safety and security requirements currently in effect in order to access the equipment installed by Jefferson under Section 1(b) above, as long as such equipment remains within BPA's facilities.

4. RELATED AGREEMENTS

Fiber License Agreement, Contract No. 21TX-17092.

5. ENVIRONMENTAL COMPLIANCE

Upon execution of this Amendment, the parties may proceed with all preliminary engineering and project management work. The performance of all construction work under this Amendment is contingent on BPA's completion of its environmental review process under the National Environmental Policy Act (NEPA), if applicable, as BPA shall determine. After completion of this process BPA will decide whether to proceed with the construction work and, if so, whether modifications to such work should be made based on the NEPA review. BPA reserves the right to choose any alternatives considered in the NEPA process, including the no-action alternative, and nothing in this Amendment shall be construed as obligating BPA to proceed with construction work under this Amendment or to allow Jefferson to proceed with construction work under this Amendment before BPA has completed the NEPA review process and made a decision regarding how to proceed. If BPA decides that modifications to the construction work under this Amendment should be made, the parties shall modify their respective obligations under this Amendment to be consistent with such modifications.

6. UNCONTROLLABLE FORCES

The parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force, that prevents that party from performing its contractual obligations under this Amendment and which, by exercise of that party's reasonable care, diligence and foresight, such party was unable to avoid. Uncontrollable Forces include, but are not limited to:

DIVISION OF RESPONSIBILITIES STATEMENT

- (a) strikes or work stoppage;
- (b) floods, earthquakes, fire, or other natural disasters; terrorist acts; epidemics, pandemics and
- (c) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a party from performing any of its obligations under this Amendment, such party shall: (1) immediately notify the other party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Section 7, Notices.

7. NOTICES

Any notice or other communication related to this Amendment shall be delivered in person, by email, First Class mail or overnight delivery service to the Technical or Administrative contact set forth above. Notices are effective on the date received.

8. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost or prospective profits or any special, punitive, exemplary, consequential, incidental or indirect losses or damages under this Amendment.

Jefferson is solely responsible to BPA for damage to United States (BPA) property caused by Jefferson, and its employees, contractors, and agents. Jefferson is also solely responsible for any claims arising out of negligent conduct by its employees, contractors, and agents performing the work described in this Amendment on or at United States-owned (BPA-owned) real property, facilities, or equipment. Any claim for personal injury, death, or property damage against BPA (the United States) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171. Jefferson and its contractors must carry general liability insurance in the amount of at least \$1 million for all performance under this Amendment, and the policy must name the United States/BPA as an additional insured.

9. COVID-19 PANDEMIC

Based on the evolving situation with the COVID-19 pandemic, and following the issuance of orders and other guidance by governmental authorities and public health organizations calling for social distancing measures in BPA's service territory, BPA, on August 12, 2020, closed its facilities to nonessential employees and contractors and limited the resources available to perform certain types of work. BPA has now resumed construction work. The future availability of BPA employees and contractors to perform certain types of work under this Amendment may be subject to change based on BPA's future responses to the COVID-19 pandemic.

10. PROJECT SCHEDULE

Work under this Amendment shall commence upon BPA's receipt of a signed Amendment and payment of the amount listed in the attached Financial Terms and Conditions Statement. The estimated timeframe for conducting the work under this Amendment is six months. BPA reserves the right to modify the project schedule by providing written notice to Jefferson of the schedule change.

11. TERMINATION

This Amendment shall become effective upon execution by both parties and shall terminate upon full performance by both parties of their respective obligations as set forth herein, but in no event shall the term of this Amendment exceed five years from its effective date.

FINANCIAL TERMS AND CONDITIONS STATEMENT

BPA's cost of performing the project at Jefferson's expense shall be the actual cost of doing the work specified in this Amendment, plus an overhead rate of 41%, representing the indirect costs of the project office plus the contractual support costs of contract negotiation, billing and accounting functions, and contract management.

Jefferson hereby agrees to advance \$35,000, the estimated project cost, to BPA based on the following payment schedule:

Payment	Amount	Date Due
1	\$10,000	<i>Received July 28, 2020</i>
2	\$ 5,000	<i>Additional funding received October 19, 2020</i>
3	\$20,000	Upon execution of this Amendment

Payments made to BPA will be held in an account established for this Amendment. If BPA needs additional funds to complete the work at any time during performance of the project, BPA may request, in writing, for Jefferson to advance such additional funds to BPA for deposit in the account. Jefferson shall advance such additional funds within 30 days of BPA's written request, and BPA may temporarily stop work until Jefferson supplies the requested funds. If Jefferson does not advance such additional funds by the due date or, if at any time before completion of the project Jefferson elects to stop work under this Amendment, BPA has the right to cease all work and restore, as a cost to the project at Jefferson's expense, government facilities and/or records to their condition prior to the beginning of work under this Amendment.

Within a reasonable time after completion of the project, or if this Amendment terminates because BPA has decided not to proceed after completing its NEPA review, BPA shall make a full accounting to Jefferson showing the actual costs charged against the account. BPA shall either remit any unexpended balance in the account to Jefferson or bill for any costs in excess of the deposits in the account. Jefferson shall pay any excess costs within 30 days of the invoice date (due date).

Payments not received by the due date will accrue interest on the amount due beginning the first calendar day after the due date to the date paid, at an annual interest rate equal to the higher of i) the prime rate (as reported in the Wall Street Journal in the first issue published during the month in which payment by Jefferson is due) plus 4 percent; or ii) such prime rate multiplied by 1.5.