

Exhibit No.____(MRT-3C)
Docket UE-130043
Witness: Mark R. Tallman

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

PACIFICORP d/b/a
Pacific Power & Light Company

Respondent.

Docket UE-130043

PACIFICORP

REDACTED EXHIBIT OF MARK R. TALLMAN

Merwin Fish Collector Contract Amendment

August 2, 2013

**SECOND AMENDMENT TO
PROCUREMENT AND CONSTRUCTION SERVICES
CONTRACT NO. 3000072711**

THIS SECOND AMENDMENT TO PROCUREMENT AND CONSTRUCTION CONTRACT NO. 3000072711 (this "Amendment") dated as of March 15, 2013, is by and between PacifiCorp, an Oregon corporation ("Company"), and Slayden Construction Group, Inc., an Oregon corporation ("Contractor"). Company and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Company and Contractor are parties to that certain Procurement and Construction Contract dated as of November 12, 2010 (as amended, modified and supplemented from time to time, the "Contract").

B. [REDACTED]
[REDACTED] Company and Contractor desire to amend the Contract on the terms and conditions specified in this Amendment.

C. Capitalized terms used but not defined herein shall have such meanings as are set forth in the Contract.

AGREEMENT

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Contractor agree as follows:

1. Amendments.

1.1 Article 1, Definitions.

1.1.1 The definition of Final Completion Guaranteed Date hereby is deleted in its entirety and replaced with the following:

"Final Completion Guaranteed Date shall mean May 12, 2014."

1.1.2 The definition of Guaranteed Date hereby is deleted in its entirety and replaced with the following:

"Guaranteed Date shall mean each of the Substantial Completion Guaranteed Date, the Final Completion Guaranteed Date [REDACTED]
[REDACTED]"

1.1.3 The definition of Substantial Completion Guaranteed Date hereby is deleted in its entirety and replaced with the following:

“**Substantial Completion Guaranteed Date** shall mean February 10, 2014.”

■ [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2 Miscellaneous.

2.1 Ratification. Except as specifically amended by this Amendment, the Contract shall remain in full force and effect and is hereby ratified and confirmed. This Amendment shall be construed as one with the Contract and the Contract shall, where the context requires, be read and construed throughout so as to incorporate this Amendment. All documents executed in connection with the Contract shall remain in full force and effect and are hereby ratified and confirmed with respect to the Contract, as amended by this Amendment.

2.2 Entire Agreement. This Amendment, together with the Contract and the other documents referred to in, or executed in connection with, the Contract, supersedes all prior agreements and understandings, written or oral, between Contractor and Company with respect to the subject matter of this Amendment.

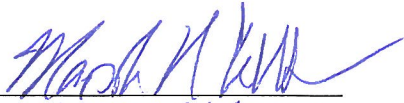
2.3 Captions. The captions and section headings appearing in this Amendment are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Amendment.

2.4 Counterparts. This Amendment may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument and the parties to this Amendment may execute this Amendment by signing any such counterpart. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same documents.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

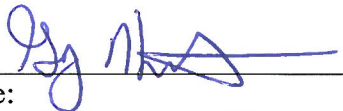
COMPANY:

PACIFICORP

By: 
Name: Mark R Tallman
Title: Vice President

CONTRACTOR:

SLAYDEN CONSTRUCTION GROUP, INC.

By: 
Name: Jay M. [unclear]
Title: President



