



Generation from Irrigation

Columbia Basin Hydropower

107 D Street NW
Ephrata, WA 98823

Bus: (509) 754-2227
Fax: (509) 754-2425
cbhydropower.org

TO: Interested Engineering Firms

FROM: Alan Lackner, Secretary-Manager

RE: Request for Engineering Services

Columbia Basin Hydropower (CBHP), Ephrata, Washington, is requesting qualifications for engineering services for the following tasks:

- Federal Energy Regulatory Commission (FERC) approved Independent Consultant (IC) to complete the Eighth Part 12D Inspection and Report for CBHP's Main Canal Headworks Project, FERC License No. 2849. The report is to be submitted to FERC on or before September 15, 2026.
- Professional consulting services for FERC relicensing of seven hydroelectric powerplants. Attachment A is a map of the CBHP referenced projects.
 - Quincy Chute Power Plant – FERC No. 2937
 - P.E.C. Headworks Project – FERC No. 2840
 - Main Canal Headworks Project – FERC No. 2849
 - Russell D. Smith Power Plant – FERC No. 2926
 - Summer Falls Power Plant – FERC No. 3295
 - E.B.C. 4.6 Power Plant – FERC No. 3842
 - P.E.C. 66.0 Power Plant – FERC No. 3843
- General hydropower engineering services, from project design and construction to operations, maintenance, and modernization of hydropower facilities.

The term of the Contract is anticipated to be through the end of 2026 but may be extended or terminated earlier. Attachment B is the Professional Service Selection Procedure that will be used in evaluating interested firms' qualifications.

The IC selected and the immediate services provided will be in accordance with the requirements of Part 12, Subpart D, of the FERC regulations. Attachment C is the notification letter with enclosures from FERC describing the work required to complete the Part 12D Inspection and Report. CBHP may, from time to time during the term of the contract, call upon the IC to respond to FERC requests for additional information regarding the Part 12D Report. Selection of the IC by the end of December 2025 will be based on CBHP's evaluation of the proposal and qualification document submitted in response to this request.

Respondents' proposal should also demonstrate their relicensing consulting qualifications and experience to meet the anticipated subjects listed below. Consultant must make a compelling case that they have staff available to make quality submittals meeting all project deadlines including the

deadline for the NOI and PAD, License Processes, and exemption process request, if applicable. Qualifications and experience submittals should address the following subjects:

1. Strategic approach to successfully manage multiple regulatory objectives
2. Review and interpretation of existing studies, data, and plans
3. Identify and understand potential issues and areas of risk
4. Develop collaborative relationships with stakeholders
5. Prepare documents and filings required by the FERC licensing and exemption processes
6. Narrowly scope and implement necessary studies
7. Regulatory Document Filings
8. Post Filing
9. Project Management

In addition, the engineering firm is expected to have extensive experience in carrying out engineering and project management functions in the sector of hydropower systems and component engineering design, installation, and construction.

Qualifying firms must have licensed personnel who have knowledge and experience in all phases of hydroelectric power plant design, operations, maintenance, and other O&M technical services. The qualification document must provide a listing of proposed personnel with their experience in dam safety inspection and analysis. Experience with FERC's Dam Safety Surveillance and Monitoring Plan and Potential Failure Mode Analysis is specifically required. A list of clients for which the Consultant has completed similar work shall be included with the qualification document.

Compensation will be for actual labor and expenses incurred on this contract, based on the negotiated compensation rate schedule. Attachment D is a draft copy of CBHP's standard Professional Services Contract that will be finalized after the firm is selected. Particular attention should be given to the insurance and indemnification requirements.

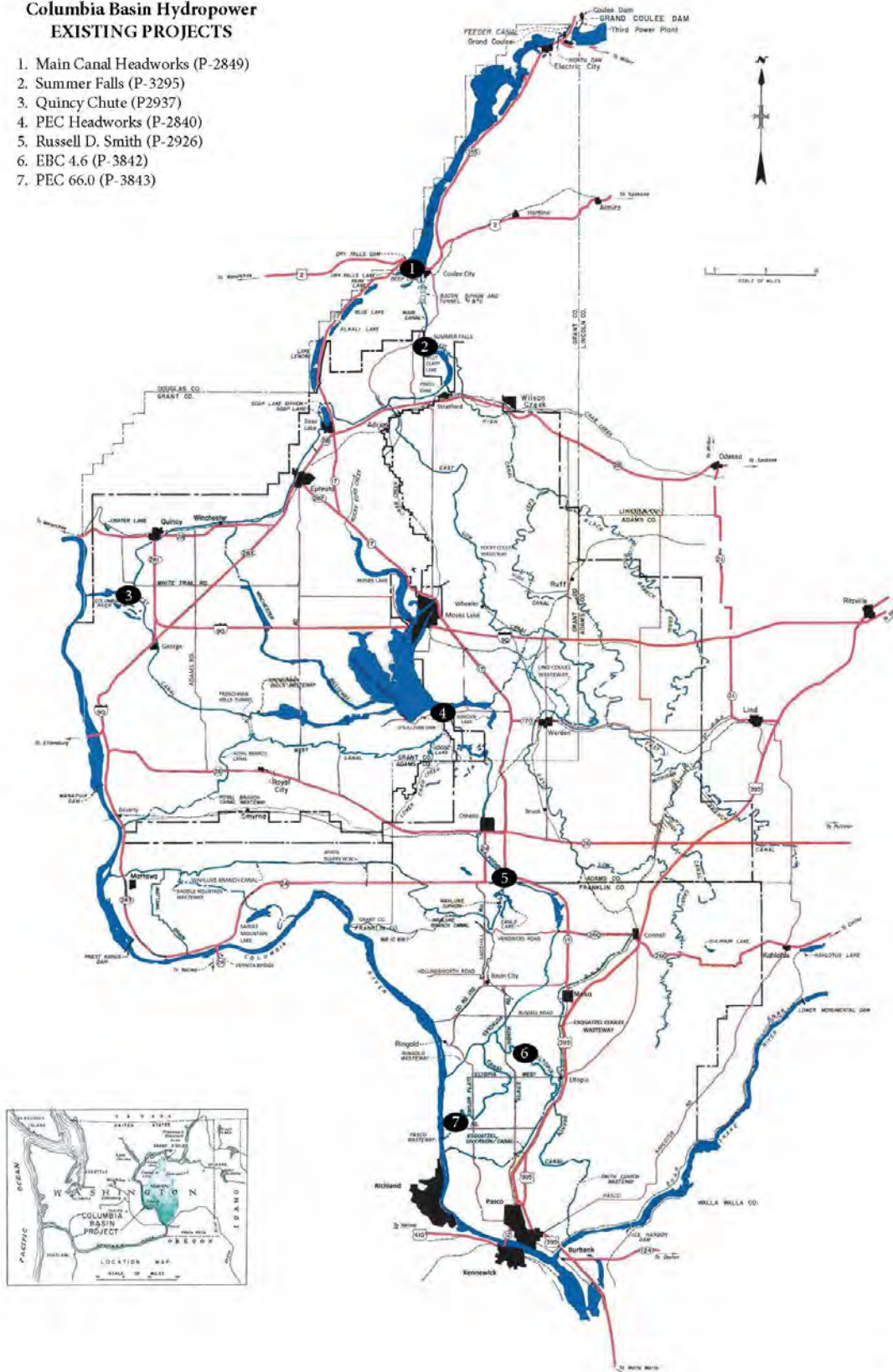
Applicants should send the qualification document to: info@cbhydropower.org

CBHP will only accept qualification documents submitted no later than August 13, 2025. Direct questions to Larry Thomas, email: lthomas@cbhydropower.org, or cell phone: (509) 750-0168.

For more information about CBHP, please refer to our website at www.cbhydropower.org.

Columbia Basin Hydropower EXISTING PROJECTS

1. Main Canal Headworks (P-2849)
2. Summer Falls (P-3295)
3. Quincy Chute (P2937)
4. PEC Headworks (P-2840)
5. Russell D. Smith (P-2926)
6. EBC 4.6 (P-3842)
7. PEC 66.0 (P-3843)





PROFESSIONAL SERVICE SELECTION PROCEDURE

PURPOSE

Columbia Basin Hydropower (CBHP) will utilize the following guidelines in the selection of Professional Engineering Consultant Services:

1. The purpose of the selection will constitute an objective and impartial procedure in which all interested firms are evaluated against the same criteria.
2. The criteria utilized in the evaluation of prospective consultants shall relate to the competence and qualifications of the individual or firms being considered so that the individuals or firms selected as consultants shall constitute the best qualified of those considered in the judgment of CBHP.
3. The interests of CBHP shall be protected by negotiation of contract fees which are fair and reasonable.

PROCEDURE

1. CBHP shall publish in newspapers of regional and local circulation an announcement inviting all interested firms to indicate their interest in providing professional services to CBHP. The announcement will state a date by which statements of interests and supporting documentation must be received.
2. From the information submitted, CBHP will establish a short list of the most qualified firms to evaluate further. Additional proposal materials may be solicited from the short-listed companies which will be used for further evaluation.
3. In arriving at a selection, CBHP will review and evaluate the information provided by all interested firms in response to the public announcement. CBHP shall select firms deemed to be the most highly qualified to provide the required services. The evaluation criteria includes, but is not limited to the following:
 - FERC Part 12 experience, specifically with small hydro plants
 - FERC Dam Safety Surveillance and Monitoring Plan (DSSMP)
 - Potential Failure Mode Analysis (PFMA) experience
 - FERC Relicensing / License Exemption experience
 - General dam design and analysis experience and qualifications
 - Equivalent Projects and Services
 - Project Work Plan and Cost Control Methods

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – Portland Regional Office
1201 NE Lloyd Blvd, Suite 750
Portland, Oregon 97232
(503) 552-2700

10/9/2024

In reply refer to:
P-2849

VIA Electronic Mail

Mr. Darwin Fales
Secretary – Manager
Columbia Basin Hydropower
dfales@cbhydropower.org

Subject: Eighth Part 12D Report, for a Periodic Inspection of the Main Canal
Headworks Project, is due by September 15, 2026

Dear Mr. Fales:

This letter is to inform you that the Eighth Part 12D Independent Consultant's Safety Inspection Report (Part 12D Report) for the Main Canal Headworks Project, FERC No. 2849, is due to be submitted to this office by September 15, 2026.

This letter contains important information about the required scope and contents of the Part 12D Report and reflects changes to the Commission's regulations that were implemented by Order 880 and went into effect on April 11, 2022. We encourage you to read this letter in its entirety, as well as the regulations and associated Guidelines.

General Requirements

Code of Federal Regulations (CFR) Title 18, Part 12, Subpart D establishes the Commission's Independent Consultant (IC) Inspection Program, also referred to as the Part 12D Program, and prescribes the scope of inspections, reports, qualifications of Independent Consultant Team (IC Team) personnel, and related procedures.¹ The Part 12D Program is implemented by the Commission's Office of Energy Projects, Division of Dam Safety and Inspections (D2SI). Chapter 16 of the Commission's Engineering

¹ <https://www.ecfr.gov/on/2022-04-11/title-18/chapter-I/subchapter-B/part-12/subpart-D>

Guidelines for the Evaluation of Hydropower Projects (Engineering Guidelines) provides additional information related to the Part 12D Program.²

The list below shows several key components and deliverables that are required for this inspection:

- For the Eighth Part 12D Inspection, the IC Team must perform a **Periodic Inspection** (PI) as defined in 18 CFR § 12.31(e) and described in 18 CFR § 12.35.
- You must provide a **Part 12D Inspection Plan** in advance, including an **IC Team Proposal**, and obtain written approval from the Director, D2SI in advance of the Part 12D Inspection, as described in 18 CFR § 12.34.
- The IC Team must prepare a preliminary report, referred to as a **PI-Pre-Inspection Preparation Report** (PI-PIPR). The PI-PIPR must be submitted at least 30 days in advance of the field inspection, as described in 18 CFR § 12.42. Appendix 16-C of the Engineering Guidelines provides an outline for the PI-PIPR.
- The IC Team must document their findings in a final Part 12D Report, specifically a **Periodic Inspection Report** (PIR), which is described in 18 CFR § 12.36. The PIR must be submitted by September 15, 2026. Appendix 16-B of the Engineering Guidelines provides an outline for the PIR.
- You must provide a **plan and schedule for corrective measures** to address the IC Team’s recommendations, as required by 18 CFR § 12.41 and further described in Section 16-7 of the Engineering Guidelines.

Project Development(s) Requiring Inspection

The applicability of 18 CFR Part 12, Subpart D is based on project developments as defined in 18 CFR 12.3(b)(7). A project development comprises “an impoundment and its associated dams, forebays, water conveyance facilities, power plants, and other appurtenant facilities.” For this PI, the following project developments require inspection:

- Main Canal Headworks

Timeline of Activities

The table below shows the timing of some major milestones in the PI process. Shortly after issuance of this letter, Commission staff will contact you to schedule the initial coordination call; Enclosure 1 provides an agenda for that call.

² https://elibrary.ferc.gov/eLibrary/filelist?accession_number=20211216-3085

Milestone	Timing
Initial Coordination Call (<i>Licensee and FERC</i>)	Within approximately 30 days of the date of this letter
Submit the Part 12D Inspection Plan to the FERC	180 days in advance of the field inspection
Second Coordination Call (<i>Licensee, IC Team, and FERC</i>)	Within approximately 6 weeks after approval or conditional approval of the IC Team
Submit the PI-PIPR to FERC	At least 30 days before the field inspection
Field inspection (<i>Licensee, IC Team, and FERC</i>)	<i>Dates as scheduled in the Part 12D Inspection Plan</i>
Submit the PIR to FERC	September 15, 2026
Submit the plan and schedule to address the IC Team’s recommendations	Within 60 days after the PIR is submitted

Approval of the Independent Consultant Team and the Part 12D Inspection Plan

You are required to submit a Part 12D Inspection Plan at least 180 days in advance of the first IC Team activity; since you are to perform a Periodic Inspection, the first activity is the site inspection.³ The Part 12D Inspection Plan must describe the scope and schedule of the inspection activities and include an IC Team Proposal, which must:

- Identify the required technical disciplines for IC(s) and supporting team members;
- Identify the proposed IC(s) and demonstrate that they meet the requirements of 18 CFR § 12.31(a);
- Demonstrate that the IC Team collectively has the required “experience and expertise with dam design, construction, and in the evaluation and assessment of the safety of existing dams, commensurate with the scale, complexity, and relevant technical disciplines of the project and type of review, inspection, and assessment being performed;”⁴ and
- Address any potential conflicts of interest that may exist, specifically in regard to the requirement in 18 CFR § 12.34(b)(3), which prohibits any member of the IC Team from reviewing their own previous work.

You are required to obtain written approval of the proposed IC Team from the Director, D2SI prior to the performance of the Part 12D Inspection.⁵ File the Part 12D

³ 18 CFR § 12.34(b)

⁴ 18 CFR § 12.31(b)

⁵ 18 CFR § 12.34(a)

Inspection Plan, including the IC Team Proposal, using the Commission’s eFiling system with the following address block on your transmittal letter:

Mr. David Capka, P.E., Director
 Division of Dam Safety and Inspections
 Federal Energy Regulatory Commission
 Office of Energy Projects

You can access the Commission’s eFiling system at <https://www.ferc.gov/ferc-online/overview>. During eFiling make the following menu selections: Hydro: Dam Safety; Washington, DC; and Independent Consultant Approval Request. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

Section 16-3.3 of the Engineering Guidelines provides additional information related to the Part 12D Inspection Plan and IC Team Proposal. Please note that you may provide the name(s) and resume(s) of any supporting members of the IC Team in the Pre-Inspection Preparation Report (discussed below) instead of the IC Team Proposal, which provides flexibility for assigning subject matter experts closer to the inspection.⁶

Review of Prior Reports

The IC Team must “review and consider all relevant reports on the safety of the development made by or written under the direction of Federal or state agencies, submitted under Commission regulations, or made by other consultants,” and “must perform sufficient review to have, at the time of the [inspection], a full understanding of the design, construction, performance, condition, downstream hazard, monitoring, operation, and potential failure modes of the project works.” As the licensee, you are responsible for “[providing] to the independent consultant team all information and reports necessary” to fulfill these requirements.

Pre-Inspection Preparation Report

At least 30 days prior to the first in-person IC Team activity (field inspection), you are required to submit a preliminary report (the PI-PIPR) documenting the initial findings from the IC Team’s review of project documentation, instrumentation data, and other information.⁷ We will review the PI-PIPR to evaluate whether the IC Team has an adequate understanding of project features and determine whether the inspection activities can proceed as scheduled. If the name(s) and resume(s) of any supporting

⁶ 18 CFR § 12.34(b)(4)

⁷ 18 CFR § 12.40(f)

members of the IC Team were not provided in the Part 12D Inspection Plan, they must be provided in the letter transmitting the PI-PIPR. Section 16-4 of the Engineering Guidelines contains additional information regarding PIPRs.

If you do not submit the PI-PIPR in a timely manner, or if the PI-PIPR does not clearly demonstrate that the IC Team has performed the necessary level of preparation, we may require postponement of the in-person IC Team inspection activities. Regional Office staff will review the PI-PIPR and determine whether it is acceptable, generally acceptable, or unacceptable, as described in Section 16-4.1 of the Engineering Guidelines. If the PI-PIPR is acceptable or generally acceptable, the Part 12D Inspection may proceed as scheduled, though we may request follow-up action(s) to be completed prior to the first activity. If the PI-PIPR is unacceptable, the Part 12D Inspection will be postponed, and that postponement will not constitute good cause for an extension to submit the PIR. If the Regional Engineer does not issue a letter within two weeks after the PI-PIPR is submitted, the PI-PIPR will be deemed acceptable by default.

Field Inspection

The scope of any Part 12D Inspection includes “a physical field inspection of accessible project works, including galleries, adits, vaults, conduits, earthen and concrete-lined spillway chutes, the exterior of water conveyances, and other non-submerged project features that may require specialized access to facilitate inspection.” Section 16-5.3.1 of the Engineering Guidelines contains additional details regarding inspection of the reservoir rim and spillway chutes; observation of gate operations; and the review of special inspection reports.

You must provide a schedule for the field inspection to the Regional Office in advance of the inspection. If the IC Team intends to split into smaller groups to inspect multiple project features simultaneously, you must inform us well in advance. Typically, Regional Office staff will accompany the IC Team during the field inspection, and we will need to ensure that we send sufficient personnel to observe the project features with the IC Team. Any special access procedures and safety equipment should be identified ahead of time so that everyone attending the field inspection can prepare accordingly.

Potential Failure Modes Analysis and Risk Analysis Not Required

The scope of a PI **does not** include a Potential Failure Modes Analysis (PFMA) or Level 2 Risk Analysis (L2RA). The IC Team is still responsible for reviewing the most recent PFMA so they understand each identified PFM prior to the inspection and evaluate “whether any inspection observations or other conditions indicate that an unidentified

potential failure mode is active, developing, or is of sufficient concern to warrant development through a supplemental potential failure mode analysis.”⁸

Periodic Inspection Report

By the due date shown above, you are to submit the IC Team’s PIR to this office. Section 16-5 of the Engineering Guidelines contains additional information about the documentation required in each section of the PIR. Please note the following specific requirements that are important for you and the IC Team to fully understand:

- **Incorporation by Reference.** The regulations implemented by Order 122 (January 28, 1981) permitted the incorporation by specific reference to a previous Part 12D Report if the conditions, assumptions, and available information had not changed. **This is not permitted under the regulations that were implemented by Order 880 and which went into effect on April 11, 2022.** The IC Team must document their own interpretation and evaluation in each section of the PIR, where required.
- **Evaluation of Performance.** The evaluation of the performance of project works must be an independent interpretation based on the IC Team’s visual observations and review of instrumentation data and surveillance reports. The IC Team may not rely entirely on previous interpretations or state that a particular condition or instrumentation data does not indicate a potential issue simply because it is not changing over time. The evaluation must clearly address the identified PFMs as well as whether any previously unidentified PFMs may be active or developing.
- **Recommendations.** For each corrective measure the IC Team provides in the PIR, they are also required to provide their recommendation of a reasonable time for the Licensee to carry out the corrective measure.

Corrective Measures – IC Team Recommendations and Licensee Plan and Schedule

Within 60 days of submitting the Part 12D Report, you must submit your plan and schedule for addressing any recommendations provided by the IC Team.⁹ Your plan may include any proposal, including taking no action, that you consider a preferred alternative to any corrective measures recommended by the IC Team, and you may not concur with the IC Team’s recommended time to complete each corrective measure. However, it is your responsibility to provide complete justification in support of your preferred alternative, and the Regional Engineer may require modifications to your proposed plan and schedule.¹⁰ You must submit an annual report documenting the status of the corrective measures until all have been completed.¹¹

⁸ 18 CFR § 12.36(b)(3)

⁹ 18 CFR § 12.41(a)(1)(i)

¹⁰ 18 CFR § 12.4(b)(2)(iii)(C)

¹¹ 18 CFR § 12.41(a)(2)

If during the course of their inspection, the IC Team discovers any condition for which emergency corrective measures are advisable, the IC Team must notify you immediately and you must notify the Regional Engineer pursuant to 18 CFR § 12.10(a).¹²

Closing

The Commission's dam safety program is a cooperative process that includes the Licensee, the IC Team, and the FERC. The most important of the three elements is the Licensee, as you operate the project, see the project on a regular basis, and are responsible for the performance monitoring program used to determine if any potential failure modes are developing. It is your responsibility as the Licensee to submit the Part 12D Report to the FERC and ensure that the Part 12D Report meets the requirements of the Commission's Regulations and the Engineering Guidelines before it is submitted. The Part 12D Report is a FERC requirement but is also a valuable resource for you as the dam owner.

Except for the Part 12D Inspection Plan, which is discussed above, file the Part 12D Report and other related submittals using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. When eFiling, select Hydro: Dam Safety and Portland Regional Office. If you are also filing an STID and Digital Project Archive (DPA), both the STID and DPA must be eFiled by selecting Hydro: Dam Safety and Portland Regional Office. You must also submit one hard copy of the STID to this office. Both the electronic and hard copy must be entire copies of the STID, do not send individual pages or sections. If the DPA cannot be eFiled, contact the project engineer to discuss options for transmitting the DPA to the Commission. For more information on transmitting the DPA, see Chapter 15 of the Engineering Guidelines here: <https://www.ferc.gov/industries-data/hydropower/dam-safety-and-inspections/eng-guidelines>. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

¹² 18 CFR § 12.41(b)

If you have any questions regarding this letter or Enclosures, please do not hesitate to call me at 503-552-2715. Your support is critical for ensuring the safety of your project and I am available to discuss any concerns or comments that you may have.

Sincerely,

Douglas L. Johnson, P.E.
Regional Engineer

Enclosures:

1. Initial Coordination Call Agenda
2. Second Coordination Call Agenda
3. Outline for the PIR and PI-PIPR

Initial Coordination Call Agenda

1. General Requirements
 - a. Regulations
 - b. Guidelines
 - c. Scope of inspection

2. Overview of Changes to Part 12D Inspections
 - a. Detailed review of prior information
 - b. Incorporation by reference – **not permitted**

3. Licensee's Role
 - a. Internal processes to scope the Part 12D Inspection
 - b. Prepare and submit Part 12D Inspection Plan and IC Team Proposal
 - c. Provide required information/documentation to IC Team
 - d. Coordinate logistics (to be discussed in detail during Second Coordination Call)
 - e. Submit IC Team's PI-PIPR to FERC
 - f. Attend inspection
 - g. Submit IC Team's PIR to FERC
 - h. Review IC Team's recommendations; develop plan and schedule to address the recommendations and submit to FERC

4. Project-Specific Discussion
 - a. Outstanding issues/concerns
 - b. Initial thoughts – potential technical disciplines required
 - c. Estimated timeframe for inspection

Second Coordination Call Agenda

1. General Requirements
 - a. Regulations
 - b. Guidelines
 - c. Scope of inspection

2. IC Team's Responsibilities
 - a. Detailed review of prior information
 - b. Prepare PI-PIPR and provide to the Licensee
 - c. Perform inspection
 - d. Prepare PIR and provide to the Licensee
 - i. Include recommendations and reasonable timeframe for the Licensee to complete each
 - e. Incorporation by reference – **not permitted**

3. Preliminary Logistics
 - a. Field inspection

Enclosure 3: Outline for the PIR and PI-PIPR

The outline on the following pages can be used for both the PIR and PI-PIPR. For sections that do not require content in the PI-PIPR, the IC Team can leave the heading in place and add a note that the section is retained as a placeholder for use in the PIR. Refer to Appendices 16-B and 16-C of the Engineering Guidelines for additional details regarding the required contents of each section for a PIR and a PI-PIPR, respectively.

SECTION 1: FINDINGS AND RECOMMENDATIONS

- 1.1 General Conditions and Evaluation of Performance**
- 1.2 Potential Failure Modes and Risk**
- 1.3 Review and Evaluation of Dam and Public Safety Programs**
 - 1.3.1 Owner's Dam Safety Program**
 - 1.3.2 Dam Safety Surveillance and Monitoring Program**
 - 1.3.3 Hazard Potential Classification**
 - 1.3.4 Emergency Action Plan**
 - 1.3.5 Public Safety Plan**
 - 1.3.6 Operations and Maintenance**
- 1.4 Recommendations**

**SECTION 2: DESCRIPTION OF PROJECT FEATURES AND
OPERATIONS**

2.1 Location and Purpose

2.2 Description of Project Features

2.3 Summary of Operations

SECTION 3: PROJECT STATUS

- 3.1 Modifications to Project Works**
- 3.2 Modifications to Project Operations**
- 3.3 Recommendations of Previous Independent Consultants**
- 3.4 Outstanding/Ongoing Studies**
- 3.5 Completed Studies**
- 3.6 Summary of Operations and Maintenance Programs**
- 3.7 Previously Identified PFMs**

**SECTION 4: FIELD INSPECTION OBSERVATIONS AND
INTERPRETATION OF MONITORING DATA**

4.1 General

4.2 [Name of Project Feature 1]

4.2.1 Field Inspection Observations

4.2.2 Review and Evaluation of Instrumentation Data and Surveillance

4.2.3 Evaluation with Respect to Potential Failure Modes

4.2.4 Conclusion

4.3 [Name of Project Feature 2]

4.3.1 Field Inspection Observations

4.3.2 Review and Evaluation of Instrumentation Data and Surveillance

4.3.3 Evaluation with Respect to Potential Failure Modes

4.3.4 Conclusion

4.4 [Name of Project Feature 3, 4, etc.]

4.5 Overall Interpretation of Instrumentation Data

**SECTION 5: REVIEW AND EVALUATION OF DAM AND PUBLIC
SAFETY PROGRAMS**

5.1 Owner's Dam Safety Program

5.2 Dam Safety Surveillance and Monitoring Program

5.3 Hazard Potential Classification

5.4 Emergency Action Plan

5.5 Public Safety Plan

5.6 Operations and Maintenance

Enclosure 3: Outline for the PIR and PI-PIPR

APPENDICES FOR THE PERIODIC INSPECTION REPORT

Appendix A: FERC Letter Requiring Part 12D Inspection

Appendix B: FERC Letter Approving Part 12D Inspection Plan and IC Team

Appendix C: Project Figures

Appendix D: Instrumented Monitoring Data Plots

Appendix E: Inspection Photographs

Appendix F: Inspection Checklists and/or Field Notes

Appendix G: Operation and Maintenance Documentation



CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES

for Independent Consultant's FERC Safety Inspection of
the Main Canal Headworks Power Project,
FERC Relicensing Support, and
General Engineering Services for Seven Projects

Executed By
COLUMBIA BASIN HYDROPOWER

And

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CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract is entered into this _____ day of _____, 2025 between:

Columbia Basin Hydropower

herein referred to as "CBHP"

and

hereinafter referred to as "Engineer."

RECITALS:

CBHP desires to obtain professional engineering services including:

- Experience with the Federal Energy Regulatory Commission's (FERC) Part 12D Inspection necessary to develop a Safety Inspection Report for Main Canal Headworks Power Project due on or before September 15, 2026;
- Relicensing support services for seven (7) hydroelectric projects;
- General hydropower engineering service from project design and construction to operations, maintenance, and modernization of seven (7) hydropower facilities.

The Engineer represents that Engineer is qualified to provide the professional engineering services required by this Contract and is willing to provide such services as set forth in this Contract.

Now, therefore, in consideration of the foregoing Recitals and the terms, conditions, covenants, and agreements hereafter set forth, CBHP and Engineer agree as follows:

1. SCOPE OF SERVICES

The Scope of Services includes a FERC Part 12D Inspection and Report for the Main Canal Headworks Project, FERC License No. 2849. The work may include, but not be limited to, performing site inspection, reviewing intake and tailrace areas, providing project description, reviewing instrumentation, seismic data and stability calculations, preparing conclusions and recommendations, providing a report, and supporting CBHP in answering FERC questions. In addition, consulting services are required for FERC relicensing support and general engineering services for seven (7) hydroelectric projects. Refer to Exhibit "A" for a more detailed Scope of Services.

- A. The Engineer will perform specific task requirements during the Contract period. The task requirements will be defined by Task Orders issued by CBHP to the Engineer. The amount CBHP will pay Engineer for services under a specific Task Order shall not exceed the amount specified in the Task Order unless a duly authorized Change Order is issued pursuant to Section 6. If expenditures reach 90% of the Task Order value, CBHP will be advised by Engineer before proceeding with additional work on the task. Estimates included in the Contract shall not be construed in any way as a guarantee of payment under this Contract.

2. INDEPENDENT CONTRACTOR

- A. The Engineer shall operate as, and have the status of, an independent contractor and will not be an agent or employee of CBHP nor will it be entitled to any employee benefits provided by CBHP. All the Engineer's activities will be conducted at its own risk and be in compliance with all applicable federal, state and local laws.
- B. The Engineer shall perform its services with the level of skill, care and diligence normally provided by and expected of professional persons performing services similar to or like those to be performed hereunder. Engineer understands that CBHP will be relying upon the accuracy, competency, credibility and completeness of the services provided by the Engineer hereunder and that CBHP will be utilizing the results of such services.

3. TERM – SCHEDULE

This Contract shall remain in full force and effect from and after the date set forth above until December 31, 2026, unless sooner terminated pursuant to Section 18, provided that indemnities, hold harmless and defense provisions made by the parties shall survive termination.

The draft safety inspection report will be submitted to CBHP for review and comment by _____. Following a 10-day CBHP review period, _____ (____) copies of the final report will be submitted no later than _____. CBHP will be responsible for filing with the regional office of FERC on or before September 15, 2026.

The Engineer shall perform all services in a prudent and timely manner in accordance with the time(s) specified in the Task Orders. If the Engineer is unable to complete the required services within the time(s) specified in the Task Orders, the Engineer shall notify CBHP of the same in writing within 24 hours of the scheduled start of the task or deviation in schedule. If the Engineer fails to object to the completion time(s) specified in the Task Orders, it is expressly understood and agreed, by and between the parties, that the time for the completion of the work described on the Task Order for the individual

tasks shall be deemed a reasonable time for the completion of the same.

4. COMPENSATION AND PAYMENT

- A. Compensation for services rendered shall be per the rates set forth in Exhibit "B".

Provided further, that in no event shall the total cumulative amount of compensation and reimbursable costs paid to the Engineer exceed the sum specified in the Task Order unless a Change Order authorizing the same is issued in accordance with Section 6 and Exhibit "D".

- B. Labor will be reimbursed at the straight time hourly rates listed in Exhibit "B" for up to forty (40) hours per week for each individual. Hours in excess of forty (40) hours per week will be reimbursed at the overtime hourly rates only if such overtime hours are authorized by CBHP's representative.

- C. Invoices for completed work shall be submitted monthly to the attention of:

Accounts Payable
Columbia Basin Hydropower
107 D Street NW
Ephrata, WA 98823

- D. Invoices shall be in a detailed and clear manner and supported by such receipts, documents, or other information CBHP may require. Include names of employees, hours, hourly rates, and a detailed itemization of all reimbursable costs. Invoices shall include Contract Number _____ and Task Number.
- E. Payments will be made by CBHP upon approval of monthly invoices prepared by the Engineer. CBHP shall make a payment to the Engineer within thirty (30) days after CBHP's receipt and approval of Engineer's invoice for Contract work. Such approval shall not be unreasonably held up or delayed.
- F. Final payment will not be made until the Engineer provides CBHP with all inventory, materials, catalogs, reports and services prescribed under this Contract.
- G. In the event of delays or failures of performance of the Engineer caused by circumstances which the parties agree are beyond the control of the Engineer, the Engineer's fee or maximum Contract limit and the time allowed shall be equitably adjusted, and such delays or failures shall not constitute a default or give rise to any claim against the Engineer.

5. TASK ORDERS

Without invalidating this Contract, CBHP may issue Task Orders altering, adding or deducting from the services to be provided pursuant to this Contract, provided such additions, deductions or changes are within the general scope of this Contract. Except as provided herein, no official, employee, agent or representative of CBHP is authorized to approve any Task Order in this Contract and it shall be the responsibility of the Engineer, before proceeding with any Task Order, to verify that the execution of the written Task Order has been properly authorized on behalf of CBHP.

Charges or credits for services covered by the approved Task Orders shall be determined by one or more, or a combination of the following methods, at CBHP's option:

- Unit prices specified in Exhibit "B".
- An agreed upon lump sum.

A Task Order shall be executed in writing by CBHP's Board President and Secretary-Manager before any Task Order services are authorized. All terms and conditions contained in this Contract shall be applicable to Task Order services. Task Orders shall be issued on the form attached as Exhibit C and shall specify any change in time required for completion of the services caused by the Task Order and, to the extent applicable, the amount of any increase or decrease in the amount of compensation payable to Engineer.

6. CHANGE ORDERS

Without invalidating this Contract, CBHP may make changes by altering, adding or deducting from the services to be provided by specific Task Orders pursuant to this agreement, provided such additions, deductions or changes are within the general scope of the task order. Except as provided herein, no official, employee, agent or representative of CBHP is authorized to approve any change in this Contract and it shall be the responsibility of the Engineer, before proceeding with any change, to verify that the execution of the written Change Order has been properly authorized on behalf of CBHP.

Charges or credits for services covered by the approved changes shall be determined by one or more, or a combination of the following methods, at CBHP's option:

- Unit prices specified in Exhibit "B".
- An agreed upon lump sum.

A Change Order shall be executed in writing by CBHP's Board President and Secretary-Manager before any Change Order services are authorized. All terms and conditions contained in this Contract shall be applicable to Change Order services. Change Orders shall be issued on the form attached as Exhibit D and shall specify any change in time

required for completion of the services caused by the Change Order and, to the extent applicable, the amount of any increase or decrease in the amount of compensation payable to Engineer.

7. TAXES

Engineer shall be exclusively liable for the payment to the appropriate governmental authority of all required contributions and taxes applicable to be paid by the Engineer, including taxes imposed under the provisions of any unemployment insurance, social security or pension plan insofar as such taxes pertain to the work performed under this Contract.

8. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS

Engineer shall defend, indemnify and hold CBHP, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney fees, arising out of or in connection with Engineer's performance of this Agreement, except for that portion of the injuries and damages caused by CBHP's negligence.

CBHP's inspection or acceptance of any of Engineer's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Engineer and CBHP, its officers, officials, employees, agents and volunteers, Engineer's liability hereunder shall be only to the extent of the Engineer's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES ENGINEER'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

9. LIABILITY INSURANCE

Engineer shall, during the term of this Contract and for a period of one (1) year after the expiration or earlier termination of this Contract, maintain in full force and effect at its own cost and expense, the following insurance coverage which shall be placed with an

insurance carrier authorized to do business in the State of Washington and rated A-VII or better by Best's Guide. Engineer insurance coverage shall be primary as to insurance or self-insurance programs afforded to or maintained by CBHP.

- A. Worker's Compensation insurance in accordance with the statutory coverage required by the State of Washington Department of Labor and Industries.
- B. Commercial General Liability insurance with limits of liability of not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage.
- C. Commercial Automobile Liability insurance on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
- D. Professional Liability insurance with limits of liability of not less than \$1,000,000 per claim and \$2,000,000 aggregate, subject to a maximum deductible of \$50,000 per claim.

Engineer will provide proof of insurance required in certificates of insurance and upon request of CBHP further provide a copy of the actual insurance policies. Except for Workers Compensation and Professional Liability insurance, CBHP, its directors, officers, employees, and agents shall be designated as additional insured and shall be given 30 days written notice of cancellation, non-renewal or material change in the Commercial Liability and Automobile Liability insurance coverage. There shall be no deductible or self-insured retention exceeding \$50,000, without the written approval of CBHP.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Engineer's liability for payment of damages resulting from Engineer's performance or failure of performance under this Contract.

10. EQUAL EMPLOYMENT OPPORTUNITY

To extent required by Contract or applicable by law, Engineer shall comply with Executive Order No. 11246, Executive Order No. 11701, the Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Rehabilitation Act of 1973, and all orders, rules and regulations promulgated thereunder (including, but not limited to 41 CFR Part 60-1, 41 CFR Part 60-250 and 41 CFR Part 60-741), all as the same may have been or may be amended. The "equal opportunity clause" of 41 CFR Section 60-1.4(b), the "Affirmative Action Obligations for Disabled Veterans and Veterans of the Vietnam Era" clause of 41 CFR Section 60-250.4 and the "Affirmative Action for Handicapped Workers" clause of 41 CFR Section 60-741.4 are incorporated herein by this reference. Engineer certifies that segregated facilities (within the meaning of 41 CFR Section 60-

1.8) are not and will not be maintained or provided for Engineer's employees and that Engineer will not permit its employees to perform work at any location under Engineer's control where segregated facilities are maintained. Engineer shall obtain a similar certification from any of its support as required by 41 CFR Section 60-1.8.

11. LABOR RELATIONS

Engineer shall be responsible for compliance with all applicable state and federal laws, ordinances, regulations, and statutes dealing with labor relations.

12. ASSIGNMENT OR SUBCONTRACT

Engineer may not without the prior written approval of CBHP, assign this Contract or any interest therein or assign or subcontract any portion of the work. The costs of all services or materials supplied and all other charges arising as a result of any assignment or subcontract shall be part of the compensation established in this Contract for the work which in whole or in part is assigned or subcontracted. CBHP shall incur no additional expense not expressly authorized by CBHP as a result of any such assignment or subcontract and no liability to any assignee or subcontractor. Any attempted assignment or subcontract of work without the prior written consent of CBHP shall be void and not binding upon CBHP. Engineer shall be solely responsible and liable for the performance of assignees or subcontractors, who perform any portion of the work and shall provide in written agreements with them the same duties and obligations required of Engineer under this Contract for the work performed. Engineer shall deliver a copy of any such written agreements to CBHP within ten (10) days of execution by Engineer.

13. RECORDS – AUDIT

- A. The results of all work and services performed by the Engineer hereunder shall become the property of CBHP upon completion of the work herein performed and shall be delivered to CBHP prior to final payment except as noted under Section 18. Any changes to the work, or use of the work product by CBHP or any third party for other than the specific project for which the work was performed without the express written consent of the Engineer shall be at the sole risk of CBHP.
- B. Until the expiration of three (3) years after final acceptance by CBHP of all the work, Engineer shall keep and maintain complete and accurate records of its costs and expenses related to the work of this Contract in accordance with sound and generally accepted accounting principles applied on a consistent basis. To the extent this Contract provided for compensation on a cost-reimbursable basis or whenever such records may, in the opinion of CBHP be useful in determining any amounts payable to Engineer or CBHP (e.g., the nature of a refund, credit or otherwise), Engineer shall provide CBHP access to all such records for

examinations, copying and audit.

14. NONDISCLOSURE

Engineer agrees that it will not divulge to third parties, without the written consent of CBHP, any information obtained from or through CBHP in connection with the performance of this Contract. Engineer further agrees that it will not, without the prior written consent of CBHP, disclose to any third party any information developed or obtained by Engineer in the performance of this Contract and, if requested by CBHP, it will require its employees and subcontractors, if any, to execute a nondisclosure agreement prior to performing any services under this Contract.

15. APPLICABLE LAW

Engineer shall comply with all applicable federal, state and local laws and regulations including amendments and changes as they occur during the course of the Engineer's work. All written instruments, agreements, specifications and other writing of whatsoever nature which relate to or are a part of this Contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington.

16. NOTICES

- A. Any official notice under this Contract given by either party shall be mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below and shall be deemed served when received and not mailed. Either party may from time to time change such contact person or address by giving the other party notice of such change.

CBHP:

Alan Lackner, Mgr.
Columbia Basin Hydropower
107 D Street NW
Ephrata, WA 98823

ENGINEER:

- B. For purposes of technical communications and work coordination only, CBHP designates Alan Lackner as its representative. Said individual shall have no authority to authorize any activity which will result in any rate change in the amount payable to Engineer. Such changes in rate or scope, if any, must be by written Task Order issued in accordance with Section 5 or Change Order issued in accordance with Section 6 to be valid and binding on CBHP. CBHP may designate another individual as its representative for technical communications and work coordination upon written notice to the Engineer.

17. OWNERSHIP OF DESIGNS, DRAWINGS, ETC.

All designs, drawings, tracings, studies and the like prepared or caused to be prepared by Engineer in connection with this Contract, shall become the exclusive property of CBHP. Upon final acceptance or termination of this Contract, CBHP shall be entitled to, and Engineer shall turn over to CBHP, all such designs, drawings, tracings and the like prepared pursuant to this Contract. Any changes to the work product without the express written consent of the Engineer shall be at the sole risk of CBHP.

18. TERMINATION

- A. This Contract may be terminated by Engineer after thirty (30) days notice in writing provided that the Engineer shall not terminate this Contract if it would be untimely to or otherwise adversely affect CBHP except in the event of default by CBHP.
- B. CBHP may, at any time, for any reason, terminate Engineer's services in connection with this Contract, or any part thereof, after thirty (30) days notice in writing, designating that portion of the services to be terminated, and take possession of the work done under the terms hereof. In case of termination pursuant to this Section B, CBHP will promptly make payment for services performed. However, in no event shall Engineer be entitled to any other payment to or any anticipated fee or profit on unperformed work.
- C. In the event of Engineer's breach or abandonment of this Contract, CBHP may thereupon and without further notice, terminate this Contract, without waiving any other remedies available at law or in equity. Upon termination for such cause, in addition to all other remedies available, CBHP may retain any monies otherwise due Engineer under this Contract to the extent such sums are required to compensate CBHP, in whole or in part, for any loss or damage caused by Engineer's breach or abandonment to which CBHP is entitled under the terms of this Contract.

19. PROJECT RECORDS

CBHP will make available any copies of project records that CBHP has in its possession. Project records may include geologic reports, design reports, design calculations, design and record drawings, construction inspection report, hydrological data, FERC annual inspection and previous safety inspection reports, operational records, and other related documentation. Additional Project records or information regarding such records may be available in the United States Bureau of Reclamation, Ephrata Field Office files.

20. WAIVER

Waiver by CBHP of any default or breach by Engineer of any provision of this Contract shall have no force or effect unless in writing, nor shall any waiver by CBHP of any default or breach of Engineer be construed as a waiver of any other future default or breach of the same provision or any other provisions of this Contract.

21. CAPTIONS

Captions are inserted for convenience of reference only and shall not be considered as evidence of the intent of the parties in the construction and/or interpretation of this Contract.

22. ENTIRE CONTRACT

The terms and provisions of this Contract, including referenced exhibits, constitute the entire Contract between the parties and supersede all previous requests, representations, proposals, communications, negotiations, terms, conditions, warranties, or agreements, either oral or written between the parties hereto with respect to the performance of this Contract. This Contract may not be enlarged, modified, altered, or amended except in writing signed by the parties.

23. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

Limitations of liability, indemnities, and other express representations shall survive termination of this Contract.

24. GOVERNING LAW AND VENUE OF ANY CIVIL CAUSE OF ACTION

The laws of the state of Washington shall govern the validity of this Contract, its construction, interpretations and performance, and any claims arising out of the performance or failure of performance under this Contract. Venue of any civil cause of action commenced by either party to enforce this Contract shall be in the Superior Court for Grant County, Washington.

In Witness Whereof, CBHP and Engineer have executed this Contract each by its proper respective officers to be effective the date it is executed by CBHP.

DATED this ____ day of _____, DATED this ____ day of _____, 20____

CBHP:

ENGINEER:

By: _____
Mike LaPlant, President

By: _____

Printed Name and Title

Attest:

Attest:

Alan Lackner, Secretary-Manager

Printed Name and Title

STATE OF WASHINGTON

COUNTY OF GRANT

I certify that I know or have satisfactory evidence that Mike LaPlant signed this instrument, on oath state that he was authorized to execute the instrument and acknowledged it as the President of the Columbia Basin Hydropower to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____, 20____.

(Notary type or print name)
Notary Public for Washington State
My commission expires _____

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath state that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____, 20____.

(Notary type or print name)
Notary Public for _____ State
My commission expires _____

EXHIBIT A

SCOPE OF SERVICES

- 1) Perform site inspection of the Main Canal Headworks Project, reconstructed embankments, and integral intake and review operation and maintenance records.
- 2) Review descriptions of project features, construction and operation history for presentation in the FERC Safety Inspection Report. Include the use of photographs, where possible, to provide better understanding of the location, trending, and assessment of cracks, settlement, etc.
- 3) Review existing instrumentation data, prepare reading versus time plots, and analyze data for potential trends.
- 4) Review existing project seismic assessment report, updated seismicity study and stability analysis as needed, and write summary for inclusion to FERC Safety Inspection Report.
- 5) Complete the FERC Part 12D Inspection and Report for the Main Canal Headworks Project. This task includes reviewing and evaluating the current Dam Safety Surveillance and Monitoring Plan (DSSMP) for the Main Canal Headworks Project as outlined in Chapter 14 of FERC's Engineering Guidelines for the Evaluation of Hydropower Projects.
- 6) Review Potential Failure Modes Analysis (PFMA) report and evaluate and discuss failure modes identified with CBHP and FERC personnel. The requirements of the PFMA are also detailed in Chapter 14 of FERC's Engineering Guidelines for the Evaluation of Hydropower Projects. This task includes reviewing and commenting on the Supporting Technical Information document and the associated references.
- 7) Review existing hydrology reports and, based on this information, prepare hydrology section of the FERC Safety Inspection Report.
- 8) Prepare draft Safety Inspection Report for CBHP's review and comment by August 9, 2026.
- 9) Prepare three (3) copies and an electronic copy of the final FERC Safety Report for CBHP use. CBHP will submit to the FERC regional engineer on or before September 15, 2026.
- 10) If completion of the final FERC Safety Report is delayed for any reason, later than September 15, 2026, the Engineer will prepare the necessary papers for CBHP to request an extension of time for filing said report.
- 11) Other engineering services: CBHP expects that FERC will have questions concerning the Report. FERC may ask for additional studies and copies of supporting backup information. When requested by CBHP, Engineer will prepare budget cost estimates for providing services to respond to final FERC Safety Report issues.
- 12) Provide relicensing support services in accordance with FERC licensing and license exemption processes and general engineering services as required for seven (7) hydroelectric power projects.

EXHIBIT B

BILLING RATES

PROFESSIONAL SERVICES	HOURLY RATE (\$)
Project Manager and FERC Inspection Mechanical Engineer Electrical Engineer Project Engineer Hydrology & Hydraulics Structural Engineer Financial Operations Secretary Project Assistant CADD Operator Other	

EXHIBIT C

TASK ORDER FORM No. _____

Pursuant to Article 5, the following changes are hereby incorporated into this Contract:

- A. Description of Task:
- B. Time of completion: The completion date shall be _____.
- C. Contract Price Adjustment: The Task Order price shall be \$_____, which amount the Engineer acknowledges is full and complete compensation for the specified task.
- D. On accepting this Task Order No. _____, the Engineer acknowledges that he/she has no unsatisfied claim against CBHP arising out of or resulting from the Task Order and the Engineer hereby releases and discharges CBHP from any and all claims for demands whatsoever arising out of or resulting from this Task Order.
- E. Except as specifically provide herein, all other Contract terms and conditions shall remain unchanged.

Accepted By:

Authorized Signature

Title

Date: _____

Columbia Basin Hydropower

Accepted By:

President

Date: _____

Secretary-Manager

Date: _____

EXHIBIT D

CHANGE ORDER FORM No. _____

Pursuant to Article 6, the following changes are hereby incorporated into this Contract:

- A. Description of Change:
- B. Time of completion: The time of completion shall be increased/decreased by _____ calendar days. The revised completion date shall be _____.
- C. Contract Price Adjustment: As a result of this Change Order, the total Contract price shall be increased/decreased by the sum of \$_____, which amount the Engineer acknowledges is full and complete compensation for the Contract work including changes incorporated by this Change Order. This Change Order shall not provide any basis for any other payments to or claims for services and reimbursable costs by the Engineer as a result of or arising out of the performance of the work described herein. The total revised Contract price is \$_____.
- D. On accepting this Change Order No. _____, the Engineer acknowledges that he/she has no unsatisfied claim against CBHP arising out of or resulting from the Change Order and the Engineer hereby releases and discharges CBHP from any and all claims for demands whatsoever arising out of or resulting from this Change Order.
- E. Except as specifically provide herein, all other Contract terms and conditions shall remain unchanged.

Accepted By:

Authorized Signature

Title

Date: _____

Columbia Basin Hydropower

Accepted By:

President

Date: _____

Secretary-Manager

Date: _____