

EXHIBIT B

CONTRACTING REQUIREMENTS

[Applicable only to Red Cloud, Clines Corners and Tecolote Wind Farms]

Contractor shall comply with the requirements set forth in this Exhibit B to the extent applicable to Contractor's performance under the Agreement. Company shall have the right to request evidence or confirmation of Contractor's compliance with this Exhibit B upon reasonable notice to the Contractor and the Contractor will provide such information to the extent it does not violate any of Contractor's human resources or confidentiality policies.

A. Definitions

"Agreement" means the Master Services Agreement, Master Materials and Services Contract or Terms and Conditions made by and between Company and Contractor together with all Exhibits.

"Company" has the meaning given in the Agreement.

"Contractor" has the meaning given in the Agreement.

"Laws" (each a "Law") means any laws, statutes, ordinances, orders, directives, rules, administrative guidelines and/or regulations promulgated, or decree or judgment entered, by any United States or foreign federal, state, or local governmental authority having jurisdiction.

B. **Clines Corners Wind Farm.** The following contracting requirements are applicable to any Agreements relating to the Clines Corners Wind Farm:

- a. **Non-Discrimination.** The Contractor represents that it has non-discrimination policies and affirmative action procedures in effect that comply with applicable Laws. In performing obligations under this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition.
- b. **Prevailing Wage.** Contractor, its agents and subcontractors must comply with all applicable labor and employment Laws, including wages, working hours, discrimination, etc. Wages paid may not be less than those required by applicable jurisdictional labor and employment Laws.

C. **Red Cloud Wind Farm.** The following contracting requirements are applicable to any Agreements relating to the Red Cloud Wind Farm:

- a. **Non-Discrimination.** The Contractor represents that it has non-discrimination policies in effect that comply with applicable Laws. In performing obligations under this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical

condition.

- b. **Equal Employment Practices.** The Contractor represents that it has equal employment practices in effect and the Contractor shall ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- c. **Affirmative Action Program.** The Contractor represents that it has affirmative action programs and the Contractor's affirmative action program ensures that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- d. **Child Support Policy.** The Contractor represents that it shall fully comply with all applicable reporting requirement Laws for the Contractor's employees with regards to any child support Laws.
- e. **Small Business, Disabled Veterans, other Minority Groups.** Contractor shall take commercially reasonable steps to ensure that all available business enterprises, including small business enterprises, disabled veteran business enterprises, women-owned business enterprises, minority-owned business enterprises and disadvantaged business enterprises, have an equal opportunity to compete for and participate in the work being requested under the Agreement.
- f. **Prevailing Wage.** Contractor, its agents and subcontractors must comply with all applicable labor and employment Laws, including wages, working hours, discrimination, etc. Wages paid may not be less than those required by applicable jurisdictional labor and employment Laws.
- g. **Contractor Responsibility Ordinance.** As applicable, the Contractor shall comply with the requirements of the Contractor Responsibility Ordinance ("CRO"), codified at Los Angeles Administrative Code § 10.40 et seq., as amended from time to time, and shall, if requested by the Company, sign any required certifications related to such ordinance, including a Pledge of Compliance. In the event the Contractor cannot confirm it is in compliance with the requirements of the Pledge of Compliance, the Contractor and the Company shall mutually discuss the deficiencies and the Contractor shall diligently pursue a cure of such deficiencies. If the Contractor cannot cure such deficiency in accordance with the contract price, then the Parties shall agree upon a basis for a Change Order. The Contractor shall notify Company within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the Contractor has violated Section 10.40.3(a) of the CRO in performance of this Agreement.
- h. **Compliance with Los Angeles City Charter Section 470(c)(12).** As applicable, Contractor, any subcontractors and its and their principals are obligated to fully comply

with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at one hundred thousand dollars (\$100,000.00) or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by Law. Any contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least one hundred thousand dollars (\$100,000.00) for performance under the Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions:

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12-month time period. Subcontractor's information included must be provided to contractor within 5 Business Days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

Contractor, Contractor's subcontractors and its and their principals shall comply with these requirements and limitations. Violation of this provision shall entitle Company to terminate the Agreement and pursue any and all legal remedies that may be available.

D. Tecolote Wind Farm. The following contracting requirements are applicable to any Agreements relating to the Clines Corners Wind Farm:

- a. **Prevailing Wage.** Contractor shall use reasonable efforts to ensure that all employees hired by Contractor, and its contractors, that will perform construction work or provide services at the Site related to construction of the Facility are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable New Mexico law, if any. Nothing herein shall require Contractor, its contractors and subcontractors to comply with, or assume liability created by other inapplicable provisions of any New Mexico labor laws.
- b. **Workforce Development and Supplier Diversity.** Contractor agrees to, or cause its contractors to, complete an annual supplier diversity and labor practices questionnaire provided by Company and, upon request of Company, to comply with similar regular reporting requirements related to diversity and labor practices from time to time.