

A G E N D A
GRANT COUNTY PUBLIC UTILITY DISTRICT
30 C Street SW – Commission Meeting Room
Ephrata, Washington
COMMISSION MEETING
Tuesday, November 25, 2025

An Executive Session may be called at any time for purposes authorized
by the Open Public Meetings Act

- 8:30 a.m.** Executive Session
- 9:00 a.m.** Commission Convenes
Review and Sign Vouchers
Calendar Review
- 9:30 a.m.** Reports from staff
- 12:00 Noon** Lunch
- 1:00 p.m.** Safety Briefing
Pledge of Allegiance
Attendance
Public requests to discuss agenda items/non-agenda items
Correspondence – *(Does not include anonymous letters)*
Business Meeting

1. Consent Agenda

Approval of Vouchers

Meeting minutes of November 12, 2025

2. Regular Agenda

9106 – Resolution Amending Grant PUD’s Non-Bargaining Compensation Policy and Superseding Resolution 8971 Relating to Grant PUD’s Non-Bargaining Compensation Policy.

3. Review Items For Next Business Meeting

XXXX – Resolution Accepting a Bid and Awarding Contract No. 230-12183, for Priest Rapids Right Spillway Stability Improvement Project.

XXXX – Resolution Pre-Qualifying Contractors to Perform Electrical Work for Grant PUD.

XXXX – Resolution Establishing the Public Utility District No. 2 of Grant County, Washington 10-Year Conservation Potential Plan and Two-Year Conservation Target Pursuant to RCW Chapter 19.285.

XXXX – Resolution Adopting a Budget for the Year 2026 and Corresponding Financial Forecast.

XXXX – Resolution Superseding Resolution No. 9074 and Setting Rate Policy.

Motion authorizing the General Manager/CEO to execute Change Order No. 1 to Contract 430-11445A with Gannett Fleming, Inc., extending the contract completion date from December 31, 2027 to December 31, 2028 and increasing the not-to-exceed contract amount by \$7,900,000.00 for a new contract total of \$10,000,000.00 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 9080 for charges incurred as a result of Change Order No. 1. (xxxx)

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, purposes to execute Agreement with Washington State Department of Enterprise Services. (xxxx)

4. Reports from Staff (if applicable)

Adjournment

CONSENT AGENDA

Draft – Subject to Commission Review

REGULAR MEETING OF PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

November 12, 2025

The Commission of Public Utility District No. 2 of Grant County, Washington, convened at 8:30 a.m. at Grant PUD's Main Headquarters Building, 30 C Street SW, Ephrata, Washington and via Microsoft Teams Meeting / +1 509-703-5291 Conference ID: 614 157 417# with the following Commissioners present: Terry Pyle, President; Larry Schaapman, Vice-President; Tom Flint, Commissioner and Nelson Cox, Commissioner.

The Commission convened to review vouchers and correspondence.

A round table discussion was held regarding the following topics: TEA Board Meeting in Tulsa, Oklahoma; appreciation to staff working on underground fault line on customer property and appreciation to all Veteran's for National Veteran's Day.

The Commission recessed at 9:10 a.m.

The Commission resumed at 9:15 a.m.

An executive session was announced at 9:15 a.m. to last until 9:35 a.m. to discuss pending litigation pursuant to RCW 42.30.110(1)(i). The executive session concluded at 9:35 a.m. and the regular session resumed.

The Commission recessed at 9:35 a.m.

The Commission resumed at 9:45 a.m.

The Commission calendar was reviewed.

Rich Flanigan, Vice President of Energy Supply and Markets, gave the Energy Supply Management Business Report.

Craig Bressan, Senior Manager SSE Management, gave the Safety Business Report.

RJ Fronsman, Manager Facilities, provided the Enterprise Shared Services Business Report for facilities.

The Commission recessed at 10:43 a.m.

The Commission resumed at 10:46 a.m.

Patrick Bishop, Senior Manager Supply/Procurement, provide the Enterprise Shared Services Business Report for procurement.

The Commission recessed at 10:56 a.m.

The Commission resumed at 11:10 a.m.

Emma Welch, Manager Energy Services, and Andrew Grassell, Senior Manager Product Development, provided the Energy Services-Conservation Potential Assessment Presentation.

An executive session was announced at 11:45 a.m. to last until 12:00 p.m. to discuss pending litigation with legal counsel present pursuant to RCW 42.30.110(1)(i). The executive session concluded at 12:00 p.m. and the regular session resumed.

An executive session was announced at 12:00 p.m. to last until 1:00p.m. to review performance of a public employee with legal counsel present pursuant to RCW 42.30.110(1)(g), to discuss pending litigation with legal counsel present pursuant to RCW 42.30.110(1)(i) and to discuss lease or purchase of real estate if disclosure would increase price with legal counsel pursuant to RCW 42.30.110(1)(b). The executive session concluded at 1:00 p.m. and the regular session resumed.

Motion was made by Commissioner Cox and seconded by Commissioner Flint to excuse Commissioner Pyle and Commissioner Wilson from the meeting.

Consent agenda motion was made by Commissioner Flint and seconded by Commissioner Cox to approve the following consent agenda items:

Payment Number	159522	through	160044	\$8,010,119.81
Payroll Direct Deposit	22973	through	23870	\$3,092,007.80
Payroll Tax and Garnishments	20251029A	through	20251029A	\$1,280,953.44

Meeting minutes of October 28, 2025.

After consideration, the above consent agenda items were approved by unanimous vote of the Commission.

Resolution No. 9104 relative to regulatory accounting for Climate Commitment Act (CCA) allowance proceeds was presented to the Commission. Motion was made by Commissioner Cox and seconded by Commissioner Flint to approve Resolution No. 9104. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9104A RESOLUTION ADOPTING REGULATORY ACCOUNTING FOR CLIMATE COMMITMENT ACT (CCA)
ALLOWANCE PROCEEDSRecitals

1. Grant PUD prepares financial statements in accordance to accounting principles generally accepted in the United States of America;
2. Generally accepted accounting principles are determined by the Governmental Accounting Standards Board (GASB);
3. Grant PUD's Board of Commissioners have the sole authority and responsibility to set electric rates;
4. Grant PUD's proceeds from CCA Allowance auctions has exceeded initial expectations. Due to the volume of funds and the strategic planning required for their use, expenditures will occur over multiple years. This affects the timing of revenue recognition in Grant PUD's annual Statement of Revenues and Expenses and Changes in Net Position;
5. Grant PUD's CCA funds have a restricted use under the Climate Commitment Act. Grant PUD intends to allocate funds in a manner that aligns with its strategic initiatives while remaining in full compliance with the Act; and
6. GASB Statement No. 62 allows regulated entities, such as Grant PUD, that sets rates based on revenue requirements to defer the effects of revenues or expenses that are not expected to be recovered in current rates until such time as those revenues and expense are recovered in rates.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Public Utility District No. 2 of Grant County, Washington: Grant PUD invoke regulatory accounting, in accordance with GASB No. 62 *Codification of Accounting and Financial Reporting Guidance: Regulated Operations*, for the Grant PUD's proceeds from CCA Allowance auctions in connection with the Climate Commitment Act.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County this 12th day of November, 2025.

Resolution No. 9105 relative to calling certain outstanding bonds of the electric system for redemption prior to maturity was presented to the Commission. Motion was made by Commissioner Flint and seconded by Commissioner Cox to approve Resolution No. 9105. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9105

A RESOLUTION OF THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON, CALLING CERTAIN OUTSTANDING BONDS OF THE ELECTRIC SYSTEM FOR REDEMPTION PRIOR TO MATURITY; AND APPROVING OTHER MATTERS RELATED THERETO.

WHEREAS, Public Utility District No. 2 of Grant County, Washington (the “District”), owns and operates an electric utility system (the “Electric System”) for the transmission and distribution of electric energy; and

WHEREAS, the District has issued and has outstanding certain senior parity lien obligations of the Electric System, including the following:

	<u>Authorizing Resolution</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Outstanding Principal Amount</u>	; and
Electric System Revenue Refunding Bonds, Series 2020-R (Mandatory Put Bonds) (the “2020-R Bonds”)	Resolution No. 8947	1/1/2044	\$47,190,000	\$47,190,000	
Electric System Revenue Refunding Bonds, Series 2023-U (the “2023-U Bonds”)	Resolution No. 9019	1/1/2026	\$49,265,000	\$49,265,000	

WHEREAS, the 2020-R Bonds are subject to redemption at the option of the District on any business day on and after September 1, 2025, in whole or in part, at a price equal to the principal amount of 2020-R Bonds called for redemption, plus accrued interest, if any, to the date fixed for redemption; and

WHEREAS, the 2023-U Bonds are subject to optional redemption at the option of the District on any date on or after July 1, 2025, in whole or in part, at the applicable redemption price(s) set forth in Appendix H—“OPTIONAL REDEMPTION PRICES OF THE BONDS” of the Official Statement for the 2023-U Bonds, plus accrued interest, if any, to the date fixed for redemption; and

WHEREAS, the Commission of the District (the “Commission”) deems it in the best interest of the District to use available funds of the Electric System to redeem, prior to final maturity, the outstanding 2020-R Bonds and the 2023-U Bonds as provided herein; and

WHEREAS, the Commission wishes to delegate authority to the Chief Financial Officer/Treasurer and the Senior Manager of Treasury and Financial Planning/Deputy Treasurer (each, a “Designated Representative”) to carry out the redemptions authorized by this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington:

Section 1. Definitions. Capitalized terms not otherwise defined herein, including in the recitals, which are incorporated herein by this reference, have the meanings set forth in District Resolution No. 8947 and Resolution No. 9019 authorizing the issuance of the 2020-R Bonds and the 2023-U Bonds, respectively.

Section 2. Redemption Plan. The Chief Financial Officer/Treasurer and the Senior Manager of Treasury and Financial Planning/Deputy Treasurer of the District (each, a “Designated Representative”) are each hereby authorized to determine the call date(s), to determine the redemption price (with respect to the 2023-U Bonds), to provide notice of redemption, and to transfer sums sufficient to pay (from available funds of the Electric System), and to engage such consultants and pay associated fees as necessary to carry out the redemption of the 2020-R Bonds and the 2023-U Bonds as provided in this resolution. Notice of redemption shall be provided in accordance with the resolution authorizing the issuance of the 2020-R Bonds and the 2023-U Bonds, as applicable, in substantially the form attached hereto as Exhibit A, with such

revisions as determined to be necessary by a Designated Representative to carry out the intent of this resolution.

Section 3. Severability. If any one or more of the provisions provided in this resolution on the part of the District to be performed shall be declared by any court of competent jurisdiction to be contrary to law, then such provisions shall be null and void and shall be deemed separable from the remaining provisions, and shall in no way affect the validity of the other provisions of this resolution.

Section 4. General Authorization. The Designated Representatives, members of the Commission, and each of the other appropriate officers of the District are each hereby authorized and directed to take such steps, to do such other acts and things, and to execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of, and complete the transactions contemplated by, this resolution.

Section 5. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 6. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 12th day of November, 2025.

Motion was made by Commissioner Cox and seconded by Commissioner Flint authorizing payment of non-compliant purchase from RACOM, invoice number 18760 dated June 17, 2024, in the amount of \$22,709.34.

Motion was made by Commissioner Flint and seconded by Commissioner Cox authorizing the General Manager/CEO, on behalf of Grant PUD, to execute new Contract Agreement 130-12765A with Burns and McDonnell Engineering, Inc. in the amount not to exceed \$4,000,000.00.

Motion was made by Commissioner Flint and seconded by Commissioner Cox authorizing the General Manager/CEO, on behalf of Grant PUD, to execute new Contract Agreement 130-12765B with Electrical Consultants, Inc. in the amount not to exceed \$5,000,000.00.

Motion was made by Commissioner Flint and seconded by Commissioner Cox authorizing the General Manager/CEO, on behalf of Grant PUD, to execute new Contract Agreement 130-12765C with HDR Engineering, Inc. in the amount not to exceed \$5,000,000.00.

Motion was made by Commissioner Flint and seconded by Commissioner Cox authorizing the General Manager/CEO, on behalf of Grant PUD, to execute new Contract Agreement 130-12765D with SEL Engineering Services, Inc. in the amount not to exceed \$3,000,000.00.

Motion was made by Commissioner Flint and seconded by Commissioner Cox authorizing the General Manager/CEO, on behalf of Grant PUD, to execute new Contract Agreement 130-12765E with Stanley Consultants, Inc. in the amount not to exceed \$2,000,000.00.

Motion was made by Commissioner Flint and seconded by Commissioner Cox authorizing the General Manager/CEO, on behalf of Grant PUD, to execute new Contract Agreement 130-12765F with Toth and Associates, Inc. in the amount not to exceed \$4,000,000.00.

At the discretion of the General Manager/CEO, motion authorizing the General Manager/CEO, on behalf of Grant PUD, to award Engineering Contract 430-12500 to X-Energy, LLC was added to the November 12, 2025 agenda for review and action.

Motion was made by Commissioner Flint and seconded by Commissioner Cox authorizing the General Manager/CEO, on behalf of Grant PUD, to award Engineering Contract 430-12500 to X-Energy, LLC.

The Commissioners reviewed future agenda items.

Russ Seiler, Senior Manager of Asset Management, provided the Asset Management Business Report.

The Commission recessed at 2:03 p.m.

The Commission resumed at 2:10 p.m.

Jeremy Stewart, Lead Financial Analyst, presented the Draft Rate Policy, Unbundling and Rate Trajectory Review.

There being no further business to discuss, the Commission adjourned at 2:55 p.m. on November 12 and reconvened on Tuesday, November 18 at 9:00 a.m. at Grant PUD's Main Headquarters Building, 30 C Street SW, Ephrata, Washington for the purpose of holding a Commission and Align Org workshop and any other business that may come before the Commission with the following Commissioners present: Tom Flint, Terry Pyle, Larry Schaapman, Judy Wilson, and Nelson Cox.

There being no further business to discuss, the Commission adjourned at 2:25 p.m. on November 18 and reconvened on Tuesday, November 18 at 4:00 p.m. at the City of Moses Lake building, 401 S Balsam St., Moses Lake Washington for the purpose of attending a Grant PUD and City of Moses Lake business meeting and any other business that may come before the Commission with the following Commissioners present: Tom Flint, Terry Pyle, Larry Schaapman, Judy Wilson, and Nelson Cox.

There being no further business to discuss, the Commission adjourned at 5:45 p.m. on November 18 and reconvened on Thursday, November 20 at 2:00 p.m. at Grant PUD's Main Headquarters Building, 30 C Street SW, Ephrata, Washington for the purpose of attending a Crescent Bar Golf Course meeting and any other business that may come before the Commission with the following Commissioners present: Tom Flint (online), Terry Pyle, Larry Schaapman, Judy Wilson, and Nelson Cox.

There being no further business to discuss, the November 12, 2025 meeting officially adjourned at 3:40 p.m. on November 20, 2025.

Terry Pyle, President

ATTEST:

Judy Wilson, Secretary

Larry Schaapman, Vice President

Tom Flint, Commissioner

Nelson Cox, Commissioner

REGULAR AGENDA

RESOLUTION NO. 9106

A RESOLUTION AMENDING GRANT PUD'S NON-BARGAINING COMPENSATION POLICY
AND SUPERSEDING RESOLUTION 8971 RELATING TO GRANT PUD'S NON-BARGAINING
COMPENSATION POLICY

R e c i t a l s

1. Grant PUD has a Non-Bargaining Compensation Policy that was last amended on September 14, 2021 via Resolution 8971;
2. Grant PUD desires to update its Non-Bargaining Compensation Policy to provide guidance and clarity to employees on Grant PUD's compensation philosophy; and
3. Grant PUD's executive leadership has reviewed the updated Non-Bargaining Compensation Policy attached hereto and recommends that it be adopted.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that:

Section 1. The attached Non-Bargaining Compensation Policy is hereby approved and adopted and shall be effective January 2, 2026.

Section 2. As of January 2, 2026, Resolution 8971 is hereby superseded to the extent it is inconsistent with this resolution.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 25th day of November, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

October 30, 2025

TO: John Mertlich, General Manager/Chief Executive Officer

FROM: Tod Ayers, Chief HR Officer 
TA

SUBJECT: Revised Non-Bargaining Compensation Policy

Purpose: To request Commission approval of the attached revised Non-Bargaining Compensation Policy, effective January 2, 2026.

Discussion: This policy update includes the following revisions:

- Revise the title from Non-Bargaining Unit Employee Compensation to Non-Bargaining Compensation.
- Revised compensation philosophy to provide clarity:
 - Competitive in the electric utility industry;
 - Equity based across similar positions with similar levels or similar levels of responsibility and qualifications/credential requirements.
- Clarity and structure added to pay adjustments (general wage increases, off-cycle wage increases, merit increases, and performance incentives goals).

The documentation in this packet includes:

- Resolution
- Commission memo
- Clean copy of the current policy
- Red-lined version of the policy to identify edits
- Clean copy of the revised policy

The revised policy will be effective January 2, 2026. The detailed changes can be viewed in the attached redline document. All affected employees will be notified of this policy revision before the effective date.

Recommendation: Commission approval of the attached Non-Bargaining Compensation Policy, effective January 2, 2026.

Legal Review: See attached email.

Effective Date: 09/14/2021	Version: 4 Supersedes: 3	Related Documents:
 POLICY		
Approved by: Commission		Regulation: Resolution 8971
Policy Owner: Senior Manager of Human Resources		Policy Category: Employment, Benefits, and Workplace

Exhibit B

HR-CPE-POL-250 – NON-BARGAINING UNIT EMPLOYEE COMPENSATION

1. Scope

This policy applies to all non-bargaining unit employees. This policy does not apply to Commissioners or Bargaining Unit employees that are covered by the Collective Bargaining Agreement (CBA).

2. Policy Statement

This policy outlines Grant PUD's compensation philosophy and components of the non-bargaining unit employee compensation program. To attract and retain a qualified, highly skilled workforce, it is in Grant PUD's interest to provide a compensation plan that is externally competitive within the northwest electric industry and is personally motivating.

3. Employees not covered by the Collective Bargaining Agreement are employed on an at-will basis.

Employment at Grant PUD is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the General Manager and/or Commission. This means that employment may be terminated by the employee or the employer at any time, for any reason or for no reason, with or without prior notice.

Nothing in this policy or any other policy, employment related or otherwise, creates an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Effective Date: 09/14/2021	Version: 4 Supersedes: 3	Related Documents:
 POLICY		
Approved by: Commission		Regulation: Resolution 8971
Policy Owner: Senior Manager of Human Resources		Policy Category: Employment, Benefits, and Workplace

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Grant PUD employees have the right to engage in or refrain from such activities. See also HR-RCE-POL-110, Employment Policy Agreement.

4. Grant PUD’s compensation philosophy is to have a compensation program that is competitive, performance driven, and equity based.

- **Competitive:** We are a market leader by providing a compensation package that considers the market rate, which includes utility industry, local, regional, and national information as appropriate for a given job.
- **Performance driven:** To reward and retain our highly skilled employees, we develop knowledge and skills of employees and reward employees for demonstrated “above-market” performance. Above market performance is defined as performance which is at a level above what the employee’s job description dictates.
- **Equity based:** Where market data is not prevalent for a position, a review of the position description will establish the proper relationship to other positions within Grant PUD in terms of the duties, responsibilities, and objectives of the position, as well as the skills and knowledge requirements. When market data is available, the market will generally dictate the placing of a position into the salary plan.

5. Grant PUD’s Commission shall establish the percentage increase to the salary plan and the pool available for merit increases.

Human Resources (HR) will provide analysis and data and will recommend to the General Manager, who will recommend to the Commission, the percentage in which the Salary Plan should be adjusted, if any.

6. Employees may be eligible for the annual salary adjustment as approved by the Commission.

Effective Date: 09/14/2021	Version: 4 Supersedes: 3	Related Documents:
 POLICY		
Approved by: Commission		Regulation: Resolution 8971
Policy Owner: Senior Manager of Human Resources		Policy Category: Employment, Benefits, and Workplace

Employees whose performance has been satisfactory, as indicated by the employee's supervisor will be considered for an annual salary adjustment as approved by the General Manager.

7. Performance increases may be added to the employee's base salary or as a lump sum at the discretion of the General Manager.

The General Manager may determine the way salary increases are distributed, so long as the total increase to employee salaries is within the budget approved by the Commission. Lump sum payments must be approved by the employee's CXO and must meet the following criteria:

- a. The lump sum must be compensation that is being paid for identified performance goals. (Goals must be clearly defined in an employment agreement and are measurable.)
- b. Performance goals cannot be set for work expected to be normally performed within the job.
- c. The policy and the goals must have existed prior to the period of compensation.
- d. Compensation cannot be given for past performance (retroactive pay). The employee must know the goals in advance of the compensation period (i.e. they work towards it).

8. Employees may initiate a review to re-evaluate a disputed salary level.

The employee requesting the review must supply documentation and reasoning in support of the review to their supervisor. Their supervisor will first notify HR that a review has been requested and a copy of the information will be given to HR. Additional documentation, aside from what the requesting employee provides, may be taken into consideration, such as additional market salary data or other information as needed and appropriate to determine a response to the dispute. HR will take lead on the evaluation of this information.

A meeting will be scheduled with the supervisor, the Senior Manager of HR, and a CXO from a functional area not related to the employee's position, and other appropriate members of management (if appropriate). The request will be reviewed, and final determination will be made. The supervisor will then communicate the information back to the employee

Effective Date: 09/14/2021	Version: 4 Supersedes: 3	Related Documents:
 POLICY		
Approved by: Commission		Regulation: Resolution 8971
Policy Owner: Senior Manager of Human Resources		Policy Category: Employment, Benefits, and Workplace

directly. Supervisors are expected to communicate with their management regarding this process and its associated outcomes.

9. Any reduction in an employee's salary and/or grade must be approved by the CXO of the employee's functional area.

Certain conditions such as inability to perform assigned work, a transfer based on the convenience or request of the employee, or employer mandated action such as a reduction in force, may require an employee to be assigned to a position in a lower salary grade. If a transfer is being considered between two functional areas, then the CXO of each functional area must give approval.

If the current salary of the reassigned employee is above the market point of the new grade level, the salary for that employee will be reconsidered. Consideration may include delaying or canceling an annual performance-based increase to bring the salary in line with the new grade level. In some instances, the employee's salary may be red lined for a period of time determined appropriate by management and the Senior Manager of HR.

All requests to reduce an employee's grade must also be communicated with the Senior Manager of HR prior to action being taken.

10. Review/Revision History

Date	Description
2/14/2014	Initial Effective Date with new policy format, numbering
2/27/2015	Revised
2/26/2016	Revised
11/27/2018	Revised, updated policy format (HR120050-POL)
11/6/2019	Updated document number for new software.
9/14/2021	Updated, renamed, approved by Commission

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

HR-CPE-POL-250 – NON-BARGAINING COMPENSATION

1. Scope

This policy applies to all non-bargaining unit employees of Grant PUD. It does not apply to Commissioners or employees covered under a Collective Bargaining Agreement (CBA).

2. Purpose

The purpose of this policy is to outline Grant PUD's compensation philosophy and establish the framework for administering non-bargaining unit employee pay programs. Grant PUD strives to attract and retain a highly skilled workforce by maintaining compensation practices that are:

- Externally competitive within the electric utility industry.
- Performance driven, and
- Equity based across similar positions and levels of responsibility and incumbent qualifications/credentials.

3. Employment Relationship

Unless otherwise stated in a written individual employment agreement signed by the General Manager and/or Commission, non-bargaining unit employees are employed at-will. This means employment may be ended by either the employee or Grant PUD at any time, with or without cause or notice.

Nothing in this policy or any other document should be construed as an employment contract or guarantee of continued employment. Any salary figures provided in annual or monthly terms are for convenience and do not imply a fixed employment period.

This policy does not restrict employees' rights under the National Labor Relations Act to engage in or refrain from concerted activity regarding wages, hours, or other terms and conditions of employment. See also HR-RCE-POL-110, Employment Policy Agreement.

4. Compensation Philosophy

- Grant PUD's pay structure is based on comparisons with electric utility industry benchmarks. Market data is reviewed at least every two years to ensure competitiveness.
- When market data is available, the market will generally dictate the placing of a position into the salary structure.

Deleted: Exhibit B¶

... [2]

Deleted: ¶

... [3]

Deleted: ¶
Policy Statement¶
¶
This

Deleted: outlines...s to outline Grant PUD's compensation philosophy and components of the...stablish the framework for administering non-bargaining unit employee compensation program. To...ay programs. Grant PUD strives to attract and retain a qualified, ...ighly skilled workforce, it is in Grant PUD's interest to provide a...by maintaining compensation plan...ractices that is externally

... [4]

Deleted: northwest

Deleted: is personally motivating.

Deleted: ¶
Employees not covered by the Collective Bargaining Agreement are employed on an at-will basis.¶
¶

Deleted: at Grant PUD is on an at-will basis unless

Deleted: non-bargaining unit employees are employed at-will. This means that employment may be terminated...nded by either the employee or the employer...rant PUD at any time, for any reason or for no reason, with or without prior

... [5]

Deleted: ¶

... [6]

Deleted: ¶
Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the ...his policy does not restrict employees' rights under the National Labor Relations Act. Such...to engage in or refrain from concerted activity includes employee communications ...egarding wages, hours, or other terms or...nd conditions of employment. Grant PUD employees have the right to engage in or refrain from such activities.

... [7]

Deleted: ...age 1 of 6

... [1]

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

- 4.3 When market data is not available, Human Resources will evaluate job descriptions, responsibilities, skills, and knowledge to ensure internal alignment with other positions.
- 4.4 To motivate and retain employees, Grant PUD recognizes performance outcomes that directly support the strategic priorities of the utility.

5. Pay Adjustments

5.1 General Wage Increases

The General Manager may ~~recommend an annual general wage increase for Commission approval. HR provides supporting data, including market trends, Consumer Price Index, and Employment Cost Index.~~

- ~~Employees rated Meets Expectations on their annual performance evaluation are eligible for the full general wage increase.~~
- ~~Employees rated Below Expectations may receive a reduced increase, subject to approval by the VP of HR/CHRO (or delegate). Requests for reduced General Wage Increase must be submitted by the employee's supervisor.~~
- ~~Employees hired, rehired, or promoted on or after October 1 are not eligible for that year's General Wage Increases. Promotion increases after October 1 will consider projected general wage adjustments.~~

~~Example: If a 2% General Wage Increases is approved, employees who meet expectations will receive a 2% increase, and the salary structure will increase by 2%.~~

5.2 Off-Cycle Wage Increases

~~Grant PUD may authorize salary adjustments outside the annual cycle to address:~~

- ~~Pay Compression or Inversion: When subordinate pay approaches or exceeds that of a supervisor.~~
- ~~Pay Equity Adjustments: To address internal equity issues resulting in pay disparity between employees of similar experience levels, tenure or responsibilities.~~
- ~~Retention Needs: To retain employees who possess critical skills and/or institutional knowledge.~~
- ~~Market Alignment: When compensation for a specific position falls below market benchmarks or industry standards and affects the organization's ability to remain competitive. Market alignment increases should only be used to bring an employee's salary that is below market benchmarks within the market range.~~

Deleted: determine the way salary increases are distributed, so long as the total

Deleted: to employee salaries is within the budget approved by the Commission. Lump sum payments

Deleted: approved

Deleted: CXO and must

Deleted: the following criteria:

Deleted: ¶
The lump sum must be

Deleted: being paid for

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

- Increase in Incumbent Career Field Proficiency and Competence: To acknowledge increased ability, competence, and skills of employees in their career field. Increases in career field proficiency and competence must be identified in the employee's job description prior to the request for an off-cycle increase. Examples include but are not limited to obtaining a professional certification, specialized training, experience, or education.

Deleted: performance goals. (Goals must be clearly defined in an employment agreement and

- Expanded Job Scope: An off-cycle wage increase may be authorized when an employee is assigned higher-level duties or responsibilities representing a significant and measurable expansion of the job scope that are verified by Human Resources. Significant and measurable expansion of job scope shall include increase in the role's complexity, decision-making, accountability, or discretion that is meaningfully increased. If the expanded job scope is temporary, the request must specify the start and end dates for the assignment and wage adjustment. Expanded job scope off-cycle wage increases do not include promotions or job reclassifications.

Deleted: .)

All off-cycle wage increases must be:

- Initiated by the supervisor, with written justification detailing the basis for the request, identifying at least one of the reasons in Section 5.2;
- Approved by the employee's VP or higher; and
- Reviewed and approved by the VP of HR/CHRO (or delegate), to ensure alignment with compensation philosophy, internal equity, and compliance with applicable laws and policies.
- Off-cycle increase amounts will be determined by Human Resources consistent with Grant PUD's compensation philosophy.

Deleted: <#>Performance goals cannot be set for work expected to be normally performed within the job. ¶
The policy and the goals

Deleted: <#>have existed prior to the period of ...

Note: Off cycle wage increases are not to be used for merit purposes.

Deleted: Compensation cannot

Deleted: given for past performance (retroactive pay). The employee must know the goals in advance of the...

5.3 Merit Increases

Employees may be eligible for a discretionary merit increase, separate from the general wage increase, based on individual contributions, performance evaluations, and organizational impact. Not all employees will be eligible for merit increases and are based solely on management's discretion.

Eligibility requirements:

- At least six months of continuous service experience in current position during the evaluation period,

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

- A performance rating of Meets Expectations, and
- No formal disciplinary actions (written warning or above) within the evaluation period.

To be considered for a Merit Increase, the employee must:

- Successfully complete all non-Performance Incentive Goal(s) in their performance plan and
- Meet Expectations on all competencies listed in their performance evaluation.

Supervisors will recommend top performing employees for a merit increase with supporting quantitative and qualitative data that describes how the employee's performance has positively impacted organizational goals.

All merit increases will be approved by the Executive Leadership Team through the calibration process.

Human Resources will annually evaluate merit increases trends to ensure consistent and effective application of the merit increase process.

5.4 Performance Incentives Goals

Employees may receive an incentive as established by the General Manager/CEO annually (not to exceed an amount equivalent to 80 hours of the employee's hourly rate per calendar year) through the Performance Incentive Goal(s) based on the following criteria:

- Must successfully complete the Performance Incentive Goal detailed in their annual performance plan.
- The Performance Incentive Goal must have been established and approved by the employee's supervisor before the work began.
- The Performance Incentive Goal must exceed normal employment requirements outlined in the employee's job description.
- The Performance Incentive Goal must be specific to the individual's performance.
- The Performance Incentive Goals must be based on a measurable outcome.
- All Performance Incentive Goals must align with organizational priorities and be documented in the employee's annual performance plan.

Deleted: (i.e. they

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

- Employees hired, rehired, or promoted on or after October 1 are not eligible for that year's Performance Incentives Goals.

6. **Salary Reductions, Reclassifications, and Salaries Above the Maximum of Range**

Employee salary or grade reductions must be approved by the General Manager and the Chief Human Resource Officer. Circumstances may include:

- Employee inability to perform assigned work.
- Employee requested transfer.
- Organizational changes (e.g., reduction in force, regrade, or reassignment) or.
- Disciplinary demotion.

Employees that voluntarily seek and accept a job at a lower salary grade do not require the General Manager and Chief Human Resource Officer's approval.

If an employee's salary exceeds the maximum for their grade after reassignment, options may include:

- Freezing ("red lining") salary until aligned with the grade range, or
- Suspending/canceling increases

All requests for regrading must be submitted to Human Resources for market review.

The Commission must approve any salaries above the maximum of the grade level.

7. **Employees may initiate a review to re-evaluate a disputed salary level.**

The employee requesting the review must supply documentation and reasoning in support of the review to their supervisor. Their supervisor will first notify HR that a review has been requested and a copy of the information will be given to HR. Additional documentation, aside from what the requesting employee provides, may be taken into consideration, such as additional market salary data or other information as needed and appropriate to determine a response to the dispute. HR will take lead on the evaluation of this information.

A meeting will be scheduled with the supervisor and HR. The request will be reviewed, and a final determination will be made by HR within 60 calendar days of receipt of the employee-initiated review. The supervisor and Human Resources will then communicate the information back to the employee directly. Supervisors are expected to communicate with their management regarding this process and its associated outcomes. Supervisors are expected to communicate with their management regarding this process and its associated outcomes. Supervisors are expected to communicate with their management regarding this process and

Deleted: towards it).

Deleted: , the Senior Manager of HR,

Deleted: a CXO from a functional area not related to the employee's position, and other appropriate members of management (if appropriate).

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

its associated outcomes. Supervisors are expected to communicate with their management regarding this process and its associated outcomes.

8. Risks/Risk Owners

This policy, along with other control mechanisms, is intended to mitigate the following risks:

- Authority Risk
- Governance Risk
- Reputation Risk
- Strategic Planning Risk
- Legal Risk
- Human Capital Risk
- Performance Risk

9. Review/Revision History

Date	Description
2/14/2014	Initial Effective Date with new policy format, numbering
2/27/2015	Revised
2/26/2016	Revised
11/27/2018	Revised, updated policy format (HR120050-POL)
11/6/2019	Updated document number for new software.
9/14/2021	Updated, renamed, approved by Commission (<u>Resolution 8971</u>)
1/2/2026	<u>Revise policy title and compensation philosophy, new sections for Performance Incentives Goals, Off Cycle Wage Increases, and General Wage Increases, revise Merit Increase section (Resolution XXXX).</u>

Deleted: ¶

¶

Any reduction in an employee's salary and/or grade must be approved by the CXO of the employee's functional area.

¶

Certain conditions such as inability to perform assigned work, a transfer based on the convenience or request of the employee, or employer mandated action such as a reduction in force, may require an employee to be assigned to a position in a lower salary grade. If a transfer is being considered between two functional areas, then the CXO of each functional area must give approval.¶

¶

If the current salary of the reassigned employee is above the market point of the new grade level, the salary for that employee will be reconsidered.

Consideration may include delaying or canceling an annual performance-based increase to bring the salary in line with the new grade level. In some instances, the employee's salary may be red lined for a period of time determined appropriate by management and the Senior Manager of HR.¶

¶

All requests to reduce an employee's grade must also be communicated with the Senior Manager of HR prior to action being taken.

¶

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

HR-CPE-POL-250 – NON-BARGAINING COMPENSATION

1. Scope

This policy applies to all non-bargaining unit employees of Grant PUD. It does not apply to Commissioners or employees covered under a Collective Bargaining Agreement (CBA).

2. Purpose

The purpose of this policy is to outline Grant PUD’s compensation philosophy and establish the framework for administering non-bargaining unit employee pay programs. Grant PUD strives to attract and retain a highly skilled workforce by maintaining compensation practices that are:

- Externally competitive within the electric utility industry,
- Performance driven, and
- Equity based across similar positions and levels of responsibility and incumbent qualifications/credentials.

3. Employment Relationship

Unless otherwise stated in a written individual employment agreement signed by the General Manager and/or Commission, non-bargaining unit employees are employed at-will. This means employment may be ended by either the employee or Grant PUD at any time, with or without cause or notice.

Nothing in this policy or any other document should be construed as an employment contract or guarantee of continued employment. Any salary figures provided in annual or monthly terms are for convenience and do not imply a fixed employment period.

This policy does not restrict employees’ rights under the National Labor Relations Act to engage in or refrain from concerted activity regarding wages, hours, or other terms and conditions of employment. See also HR-RCE-POL-110, Employment Policy Agreement.

4. Compensation Philosophy

- 4.1 Grant PUD’s pay structure is based on comparisons with electric utility industry benchmarks. Market data is reviewed at least every two years to ensure competitiveness.
- 4.2 When market data is available, the market will generally dictate the placing of a position into the salary structure.

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

- 4.3 When market data is not available, Human Resources will evaluate job descriptions, responsibilities, skills, and knowledge to ensure internal alignment with other positions.
- 4.4 To motivate and retain employees, Grant PUD recognizes performance outcomes that directly support the strategic priorities of the utility.

5. Pay Adjustments

5.1 General Wage Increases

The General Manager may recommend an annual general wage increase for Commission approval. HR provides supporting data, including market trends, Consumer Price Index, and Employment Cost Index.

- Employees rated Meets Expectations on their annual performance evaluation are eligible for the full general wage increase.
- Employees rated Below Expectations may receive a reduced increase, subject to approval by the VP of HR/CHRO (or delegate). Requests for reduced General Wage Increase must be submitted by the employee's supervisor.
- Employees hired, rehired, or promoted on or after October 1 are not eligible for that year's General Wage Increases. Promotion increases after October 1 will consider projected general wage adjustments.

Example: If a 2% General Wage Increases is approved, employees who meet expectations will receive a 2% increase, and the salary structure will increase by 2%.

5.2 Off-Cycle Wage Increases

Grant PUD may authorize salary adjustments outside the annual cycle to address:

- Pay Compression or Inversion: When subordinate pay approaches or exceeds that of a supervisor.
- Pay Equity Adjustments: To address internal equity issues resulting in pay disparity between employees of similar experience levels, tenure or responsibilities.
- Retention Needs: To retain employees who possess critical skills and/or institutional knowledge.
- Market Alignment: When compensation for a specific position falls below market benchmarks or industry standards and affects the organization's ability to remain competitive. Market alignment increases should only be used to bring an employee's salary that is below market benchmarks within the market range.

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

- **Increase in Incumbent Career Field Proficiency and Competence:** To acknowledge increased ability, competence, and skills of employees in their career field. Increases in career field proficiency and competence must be identified in the employee's job description prior to the request for an off-cycle increase. Examples include but are not limited to obtaining a professional certification, specialized training, experience, or education.
- **Expanded Job Scope:** An off-cycle wage increase may be authorized when an employee is assigned higher-level duties or responsibilities representing a significant and measurable expansion of the job scope that are verified by Human Resources. Significant and measurable expansion of job scope shall include increase in the role's complexity, decision-making, accountability, or discretion that is meaningfully increased. If the expanded job scope is temporary, the request must specify the start and end dates for the assignment and wage adjustment. Expanded job scope off-cycle wage increases do not include promotions or job reclassifications.

All off-cycle wage increases must be:

- Initiated by the supervisor, with written justification detailing the basis for the request, identifying at least one of the reasons in Section 5.2;
- Approved by the employee's VP or higher; and
- Reviewed and approved by the VP of HR/CHRO (or delegate), to ensure alignment with compensation philosophy, internal equity, and compliance with applicable laws and policies.
- Off-cycle increase amounts will be determined by Human Resources consistent with Grant PUD's compensation philosophy.

Note: Off cycle wage increases are not to be used for merit purposes.

5.3 Merit Increases

Employees may be eligible for a discretionary merit increase, separate from the general wage increase, based on individual contributions, performance evaluations, and organizational impact. Not all employees will be eligible for merit increases and are based solely on management's discretion.

Eligibility requirements:

- At least six months of continuous service experience in current position during the evaluation period,

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

- A performance rating of Meets Expectations, and
- No formal disciplinary actions (written warning or above) within the evaluation period.

To be considered for a Merit Increase, the employee must:

- Successfully complete all non-Performance Incentive Goal(s) in their performance plan and
- Meet Expectations on all competencies listed in their performance evaluation.

Supervisors will recommend top performing employees for a merit increase with supporting quantitative and qualitative data that describes how the employee's performance has positively impacted organizational goals.

All merit increases will be approved by the Executive Leadership Team through the calibration process.

Human Resources will annually evaluate merit increases trends to ensure consistent and effective application of the merit increase process.

5.4 Performance Incentives Goals

Employees may receive an incentive as established by the General Manager/CEO annually (not to exceed an amount equivalent to 80 hours of the employee's hourly rate per calendar year) through the Performance Incentive Goal(s) based on the following criteria:

- Must successfully complete the Performance Incentive Goal detailed in their annual performance plan.
- The Performance Incentive Goal must have been established and approved by the employee's supervisor before the work began.
- The Performance Incentive Goal must exceed normal employment requirements outlined in the employee's job description.
- The Performance Incentive Goal must be specific to the individual's performance.
- The Performance Incentive Goals must be based on a measurable outcome.
- All Performance Incentive Goals must align with organizational priorities and be documented in the employee's annual performance plan.

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

- Employees hired, rehired, or promoted on or after October 1 are not eligible for that year's Performance Incentives Goals.

6. Salary Reductions, Reclassifications, and Salaries Above the Maximum of Range

Employee salary or grade reductions must be approved by the General Manager and the Chief Human Resource Officer. Circumstances may include:

- Employee inability to perform assigned work,
- Employee requested transfer,
- Organizational changes (e.g., reduction in force, regrade, or reassignment) or,
- Disciplinary demotion.

Employees that voluntarily seek and accept a job at a lower salary grade do not require the General Manager and Chief Human Resource Officer's approval.

If an employee's salary exceeds the maximum for their grade after reassignment, options may include:

- Freezing ("red lining") salary until aligned with the grade range, or
- Suspending/canceling increases

All requests for regrading must be submitted to Human Resources for market review.

The Commission must approve any salaries above the maximum of the grade level.

7. Employees may initiate a review to re-evaluate a disputed salary level.

The employee requesting the review must supply documentation and reasoning in support of the review to their supervisor. Their supervisor will first notify HR that a review has been requested and a copy of the information will be given to HR. Additional documentation, aside from what the requesting employee provides, may be taken into consideration, such as additional market salary data or other information as needed and appropriate to determine a response to the dispute. HR will take lead on the evaluation of this information.

A meeting will be scheduled with the supervisor and HR. The request will be reviewed, and a final determination will be made by HR within 60 calendar days of receipt of the employee-initiated review. The supervisor and Human Resources will then communicate the information back to the employee directly. Supervisors are expected to communicate with their management regarding this process and its associated outcomes. Supervisors are expected to communicate with their management regarding this process and its associated outcomes. Supervisors are expected to communicate with their management regarding this process and

Effective Date: 1/2/2026	Version: 5 Supersedes: 4	Related Documents: Non-Bargaining Unit Salary Plan
 POLICY		
Approved by: Commission		Regulation: Resolution XXXX
Policy Owner: Chief HR Officer		Policy Category: Employment, Benefits, and Workplace

its associated outcomes. Supervisors are expected to communicate with their management regarding this process and its associated outcomes.

8. Risks/Risk Owners

This policy, along with other control mechanisms, is intended to mitigate the following risks:

- Authority Risk
- Governance Risk
- Reputation Risk
- Strategic Planning Risk
- Legal Risk
- Human Capital Risk
- Performance Risk

9. Review/Revision History

Date	Description
2/14/2014	Initial Effective Date with new policy format, numbering
2/27/2015	Revised
2/26/2016	Revised
11/27/2018	Revised, updated policy format (HR120050-POL)
11/6/2019	Updated document number for new software.
9/14/2021	Updated, renamed, approved by Commission (Resolution 8971)
1/2/2026	Revise policy title and compensation philosophy, new sections for Performance Incentives Goals, Off Cycle Wage Increases, and General Wage Increases, revise Merit Increase section (Resolution XXXX).

For Commission Review – 11/25/2025

RESOLUTION NO. XXXX

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT NO. 230-12183, FOR
PRIEST RAPIDS RIGHT SPILLWAY STABILITY IMPROVEMENT PROJECT

Recitals

1. Bids were publicly opened on September 15, 2025 for Contract No. 230-12183, for Priest Rapids Spillway Stability Improvement Project;
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD's staff;
 - Nicholson-Kuney Joint Venture \$58,683,840.00
3. The low bid, submitted by Nicholson-Kuney Joint Venture is both commercially and technically compliant with Grant PUD's contract requirements;
4. The bid is less than the Engineer's Estimate of \$63,923,660.00; and
5. Grant PUD's Vice President of Power Production Operations concur with staff and recommend award to Nicholson-Kuney Joint Venture as the lowest responsible and best bid based on Grant PUD's plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager/CEO is authorized to enter into a contract, Contract No. 230-12183, for Priest Rapids Spillway Stability Improvement Project with Nicholson-Kuney Joint Venture of Canonsburg, PA and Spokane, WA respectively in the amount of \$58,683,840.00 plus applicable sales tax, upon receipt of the required payment and performance bond in a manner satisfactory to Grant PUD's Counsel.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 9th day of December, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM**November 7, 2025****TO:** John Mertlich, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Sr VP Power & Market Operations ^{DS} JG 11/12/2025
 Rey Pulido, VP of Power Production Operations ^{Initial} RP 11/12/2025
 Molly Hill, P.E., Senior Manager of Power Production Engineering ^{Initial} MH 11/12/2025
 Zach Rub, P.E., Chief Dam Safety Engineer ^{DS} ZR 11/12/2025
 Rebecca Simpson, Manager of Civil/ Dam Safety Engineering ^{Initial} RS 11/12/2025
 Taylor Lind, EMPO Project Manager ^{Initial} TL 11/12/2025

FROM: Logan Castle, P.E., PMP, Civil & Dam Safety Engineer, District Representative ^{Initial} LC 11/13/2025

SUBJECT: Award of Contract 230-12183, Priest Rapids Spillway Stability Improvement Project

Purpose: To request Commission approval to Award Contract 230-12183, "Priest Rapids Spillway Stability Improvement Project", in the amount of \$58,683,840.00 to Nicholson-Kuney JV.

Discussion: The Priest Rapids Spillway Stability Improvement Project (PRSSIP) will install 38 post-tensioned anchors through the concrete ogees of the Priest Rapids Dam Spillway. The project includes installing two pre-production post-tensioned anchors west of Priest Rapids Dam, design and installation of temporary access platforms, protection of existing drains within the Priest Rapids Dam spillway, and necessary environmental controls. The project is necessary to meet the Federal Energy Regulatory Commission (FERC) required stability due to a dis-bonded concrete lift joint discovered in 2018.

The Engineer's estimate and Bids received are summarized below:

Name	Primary Work Items (Bid Items 1 -23)	Allowance Bid Items (Bid Items 24-29)	Total Bid
Engineer's Estimate	\$55,469,660.00	\$8,454,000.00	\$63,923,660.00
Nicholson-Kuney JV	\$50,850,640.00	\$7,833,200.00	\$58,683,840.00

For contractors to be eligible to bid as the prime contractor for Contract 230-12183 prequalification was required under Contract 230-12453. The prequalification required Bidders to meet technical experience criteria including experience installing high-capacity post-tensioned strand anchors in at least five dams. Solicitation to contractors during the prequalification was performed at the national level. Prequalification applications were received from Contractors nationwide. A total of 23 contractors received plans and specifications during the prequalification process. Three Contractors met the requirements to become prequalified out of seven applications received.

One bid was received from the Nicholson-Kuney Joint Venture. The bid received has been deemed technically and commercially compliant. Two of the three prequalified contractors did not participate in the bidding process for this Contract. One of the prequalified contractors referenced their nonparticipation was due to resource constraints with other work occurring during this Contract's schedule and concerns with their ability to adhere to the project specifications. The other prequalified bidder who did not participate referenced concerns regarding project risks, liabilities, and the scope of

work. The Nicholson-Kuney JV has vast experience in the dam industry including previous projects at Wanapum and Priest Rapids Dams.

The Engineer's Estimate was prepared using industry standard production rates and costs. The estimate was prepared by Integrated Engineering & Construction, a subconsultant to the project's consulting engineer, Gannett Fleming, in accordance with the criteria established by the Association for the Advancement of Cost Engineering (AACE) for a Class 1 Estimate with an accuracy range of -10% to +15%. The bid received by Nicholson-Kuney JV is nine percent less than the Engineer's Estimate, falling within the anticipated range.

Justification: In 2015 a stability analysis was completed for the Priest Rapids Dam spillway to support the 2015 Priest Rapids FERC Part 12D Inspection. This analysis identified a potential failure plane at a concrete lift joint and identified installation of the maintenance caisson on select gates did not meet the FERC required stability. Installation of additional dam safety instrumentation in the spillway was recommended from the 2015 Priest Rapids FERC Part 12D Inspection. A drilling program was developed in 2016 to core into the concrete spillway structure and underlying foundation to install additional instrumentation and retrieve concrete and bedrock samples. During drilling in 2017, it was discovered a drill hole downstream of the grout curtain had communication to the reservoir. This led to a larger drilling and exploratory program in 2018 which discovered much of the eastern half of the spillway had a dis-bonded concrete lift joint. This discovery led to a reservoir restriction and non-emergency activation of the Emergency Action Plan (EAP) until additional dam safety instrumentation, lift joint drains, and supporting analysis was completed to demonstrate to the FERC the required stability was achieved prior to returning to the normal reservoir range. Continued restrictions on the usage of the maintenance caisson were established along with increased dam safety surveillance and monitoring of the Priest Rapids Dam Spillway.

In 2019 the District's dam safety engineering consultant, Gannett Fleming, conducted a root-cause elevation of the dis-bonded concrete lift joint. Root cause findings identified the original construction sequencing and quality issues as the likely cause. Following completion of the root cause analysis, remedial design efforts began to identify options to improve the stability of the spillway. The options to do nothing and only grouting the dis-bonded lift joint are not considered viable alternatives. Installation of post-tensioned anchors is the recommended remedial design. Different types and locations of post-tensioned anchors were evaluated. Post-tensioned strand anchors are the selected option based upon the required loading to provide structural stability and access constraints within the spillway for installation. The design for post-tensioned strand anchors includes double corrosion protection and best practices in the industry to ensure long-term performance and lifespan. Post-tensioned strand anchors, which have been successfully installed at dams nationwide, including Wanapum Dam, are recommended due to their proven performance and compatibility with site constraints.

The present-day stability of the Priest Rapids Dam spillway relies upon drain performance of installed lift joint drains and existing steel reinforcement across the dis-bonded concrete lift joint. The steel reinforcement is susceptible to corrosion and the long-term performance is considered uncertain. During the winter of 2021/2022, lift joint drain flows exceeded the established action levels, resulting in a reportable incident to the FERC. As a result, additional lift joint drains were installed in 2022. Drain performance with these additional drains has been satisfactory. This incident demonstrates uncertainty in the long-term performance of the lift joint drains to achieve the required FERC stability.

Installation of post-tensioned anchors under Contract 230-12183 will improve structural stability of the Priest Rapids Dam spillway due to the dis-bonded concrete lift joint, provide redundancy with regards to

the steel reinforcement, and improve modern seismic loading. The improved stability from the post-tensioned anchors will satisfy the FERC required stability at the dis-bonded concrete lift joint under all loading conditions. Additionally, the use of the maintenance caisson will be permitted on all spillway bays following anchor installation.

In addition, the PRSSIP supports Objective 1, “Achieve and Maintain a Zero-Incident Workplace,” and Objective 6, “Operate Responsibly by Attaining Environmental, Cultural Resource, and Regulatory Compliance,” as outlined in the District’s Strategic Plan. Furthermore, the PRSSIP aligns with both the financial and customer/stakeholder quadrants of the Balanced Scorecard, reinforcing its strategic and operational relevance.

Contract Award to the sole bid received from Nicholson-Kuney JV is recommended. The alternatives to awarding the contract include rebidding or not proceeding with the implementation of the remedial design. However, rebidding is unlikely to yield different results unless substantial changes are made to the contract requirements. These requirements have been carefully developed to minimize impacts to District stakeholders, minimize District risk, meet the requirements of the FERC and environmental regulatory agencies, and ensure quality long-term life span of installed post-tensioned anchors.

Not proceeding with Contract Award will impact the project schedule. The project schedule has been strategically developed to minimize impacts due to high river flows. The current project schedule spans one season of high river flows for spillway work. Changes to the start date of construction put the project at risk for spanning two seasons of high river flows for spillway work, increasing both risk and cost. Furthermore, extending the project schedule will increase project costs, increase risk with resource availability of FERC required Technical Design Team members, and will require extension of time with the FERC and environmental permits.

Financial Considerations: The PRSSIP is budgeted under the capital PID 103342 through 2028. The Engineer’s estimate was based upon similar construction projects, material, equipment, and labor prices specific to this location, and site-specific considerations for this project. The estimate was developed by the consulting engineer and reviewed by the District. The low Bid has been reviewed by the consulting engineer and the District and found to be acceptable. Installing post-tensioned anchors mitigates the risk of future reservoir restrictions associated with the dis-bonded concrete lift joint, which could incur substantial operational and financial costs, thereby offering a high return on investment.

Contract Specifics: All Bidders were required to submit statements of experience for key features of work to ensure Bidders could perform to the requirements of the technical specifications. The Contract schedule has been divided into two Milestones. Milestone 1 requires completion of the pre-production anchors within 130 working days and Milestone 2 requires completion of the anchors located in the spillway within 285 working days. The anticipated notice to proceed date for onsite work to commence is April 1, 2026. Contract completion is expected prior to July 2028.

The post-tensioned anchor design is conservatively based upon available subsurface data. Due to the critical nature of the post-tensioned anchor performance, all subsurface conditions require verification during construction. The Contract is structured with unit bid items and quantities to account minor variability in site conditions. Construction on the spillway is anticipated to span one season of high river flows. Due to the variability in timing, duration, and rate of river flow during periods of high flow, allowance bid items have been added for contractor standby when work cannot be safely performed. Allowance bid items also cover standby when work stoppages are requested by the Wanapum Indian

Village during cultural events. Contract requirements require the Contractor to design and construct temporary work platforms in the spillway bays to support post-tensioned anchor installation. Crane support from a barge positioned in the forebay is required to minimize shutdowns to spillway deck traffic.

Recommendation: Commission approval to award Contract 230-12183, “Priest Rapids Spillway Stability Improvement Project”, in the amount of \$58,683,840.00 to Nicholson-Kuney JV.

Legal Review: See attached e-mail(s).

Contract Documents 230-12183

Priest Rapids Spillway Stability Improvement Project

for

Public Utility District No. 2
of Grant County, Washington

Bid Due Date: November 13, 2025, 2:00 PM

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS.....	1
1. SUBMISSION OF BID	1
2. COMPLIANCE WITH BIDDING DOCUMENTS/BIDDER'S EXCEPTIONS	2
3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS	2
4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS	2
5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID	2
6. BID DELIVERY RESPONSIBILITY	3
7. BID EVALUATION.....	3
8. BIDDER'S DATA/SUBMITTALS	4
9. BIDDER RESPONSIBILITY CRITERIA	9
10. BID BOND	10
11. REFUSAL TO EXECUTE CONTRACT.....	10
12. PAYMENT AND PERFORMANCE BOND.....	10
13. WAIVE MINOR ERRORS	10
14. DISTRICT'S RIGHT TO REJECT BIDS	11
15. PUBLIC RECORDS ACT	11
16. QUALIFICATION OF BIDDER'S/CONTRACTOR'S ACCESS AND PERSONNEL CHANGE APPROVAL	11
17. MANDATORY SITE INSPECTION.....	11
18. CONTRACT DOCUMENTS	12
19. BIDDER QUESTIONS OR CLARIFICATIONS	12
GENERAL CONDITIONS.....	13
GC-1. FORM OF CONTRACT.....	13
GC-2. DEFINITIONS.....	13
GC-3. SUSPENSION OF WORK/TERMINATION OTHER THAN FOR DEFAULT	16
GC-4. TERMINATION FOR DEFAULT/NONCOMPLIANCE	18
GC-5. ASSIGNMENT	18
GC-6. INDEMNITY	18
GC-7. LAWS, REGULATIONS, PERMITS.....	19
GC-8. DAMAGES.....	20
GC-9. INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES.....	20
GC-10. CORRECTION OF WORK/WARRANTY.....	21
GC-11. CHANGES IN WORK	21
GC-12. PAYMENT/RETAINAGE	24
GC-13. PAYMENTS WITHHELD	27
GC-14. ACCEPTANCE AND FINAL PAYMENT.....	28
GC-15. DISTRICT REPRESENTATIVE'S STATUS, AUTHORITY AND PROTEST PROCEDURE..	29
GC-16. COOPERATION WITH OTHERS.....	30
GC-17. WAGES PAID BY THE CONTRACTOR.....	30
GC-18. INSURANCE.....	30
GC-19. SAFETY.....	33
GC-20. INSPECTION	34
GC-21. CONFLICT AND PRECEDENCE/INTENT	35
GC-22. PRE-WORK CONFERENCE.....	35
GC-23. PROGRESS MEETINGS	35
GC-24. DELAYS AND EXTENSIONS OF TIME.....	36
GC-25. AUDIT OF RECORDS.....	37
GC-26. DISTRICT'S USE OF CONSTRUCTION AND/OR EQUIPMENT	37

GC-27. ENVIRONMENTAL CONTROL	37
GC-28. TAXES.....	38
GC-29. BOND IN LIEU OF RETAINAGE	38
GC-30. NON-WAIVER.....	38
GC-31. OWNERSHIP OF WORK PRODUCT/COPYRIGHT.....	39
SPECIFIC REQUIREMENTS	40
SR-1. SCOPE OF WORK/WORK TO BE PERFORMED BY THE CONTRACTOR.....	40
SR-2. COMPLETION SCHEDULE/LIQUIDATED DAMAGES.....	40
SR-3. MILESTONE COMPLETION	42
SR-4. MATERIALS AND EQUIPMENT	43
SR-5. SUBSTITUTION OF MATERIALS AND EQUIPMENT	43
SR-6. CONTRACT DRAWINGS & REFERENCE DOCUMENTS.....	46
SR-7. MOBILIZATION	47
SR-8. DEMOBILIZATION AND PROJECT RECORD DRAWINGS	48
SR-9. NOISE CONTROL.....	51
SR-10. CONTRACTOR WORK HOURS.....	51
SR-11. UTILITIES	52
SR-12. STORAGE OF MATERIALS AND EQUIPMENT	53
SR-13. RIGHT TO ADD NEGOTIATED LABOR AND/OR EQUIPMENT	53
SR-14. STANDBY TIME.....	54
SR-15. CLEANING UP.....	55
SR-16. TEMPORARY EROSION AND SEDIMENT CONTROL PLAN	56
SR-17. REPLACE IMPROVEMENTS	56
SR-18. GENERAL PROVISIONS FOR FUEL/OIL DELIVERIES	56
SR-19. SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN.....	57
SR-20. FIRE PREVENTION.....	59
SR-21. ARCHAEOLOGICAL RESOURCES	59
SR-22. PROJECT DOCUMENTATION TRANSFER METHODS	59
SR-23. PARTNERING	60
SR-24. PRIEST RAPIDS DAM SPILLWAY BRIDGE & DECK RESTRICTIONS	62
SR-25. INTAKE DECK USAGE COORDINATION.....	63
SR-26. WATER LEVEL RANGE DURING CONSTRUCTION PERIOD	64
SR-27. UNFAVORABLE CONDITIONS	65
SR-28. WATER BASED VESSELS AND EQUIPMENT INSPECTION	66
SR-29. PHYSICAL SECURITY	66
SR-30. SECURITY, SAFETY AWARENESS TRAINING, DAM SAFETY AWARENESS TRAINING	67
SR-31. PROTECTED INFORMATION	68
SR-32. BACKGROUND CHECKS	68
SR-33. PROJECT MANAGEMENT CONTRACTOR PARTICIPATION.....	68
SR-34. UTILITY LOCATIONS	69
SR-35. LEAD-BASED PAINT	69
SR-36. FERC DAM SAFETY REQUIREMENTS	70
SR-37. SITE ACCESS.....	72
SR-38. CONTRACTOR USE OF SITE	76
SR-39. SPILLWAY GATE OPERATIONS AND WORK SEQUENCE	77
SR-40. SPILLWAY BRIDGE TRAFFIC CONTROL	81
SR-41. CRANE OPERATIONS	83
SR-42. WORKING ON, OVER, NEAR WATER	85
SR-43. BARGE AND VESSEL STABILITY AND ANCHORAGE	86

SR-44. CONSTRUCTION CONSIDERATIONS	88
SR-45. PERMITS AND LICENSES	91
CONTRACTOR SAFETY REQUIREMENTS	97
CS-1. PURPOSE.....	97
CS-2. GENERAL.....	97
CS-3. SPECIALIZED WORK	99
TECHNICAL SPECIFICATIONS	105
EXHIBIT “A” – BID FORM	106
EXHIBIT “B” – BID BOND	112
EXHIBIT “C” – CONTRACT FORM.....	113
EXHIBIT “D” – PAYMENT AND PERFORMANCE BOND.....	114
EXHIBIT "E" – CHANGE ORDER	116
EXHIBIT "F" – DISTRICT INSTRUCTIONS.....	117
EXHIBIT “G” – CONTRACTOR CHANGE ORDER PROPOSAL.....	118
EXHIBIT “H” – CERTIFICATE OF COMPLETION AND RELEASE	119
EXHIBIT “I” – COLLECTIVE BARGAINING AGREEMENT, SECTION 2.5.....	121
EXHIBIT “J” – BOND IN LIEU OF RETAINAGE	122
EXHIBIT “K” – NOTICE TO PROCEED	124
EXHIBIT “L” – AUTHORIZATION FOR ADDITIONAL TIME AND EQUIPMENT.....	125
EXHIBIT “M” – APPRENTICE UTILIZATION PLAN.....	126
EXHIBIT “N” – CONTRACTOR SAFETY REQUEST FOR INFORMATION.....	127
EXHIBIT “O” – REFERENCE DOCUMENTS.....	131
EXHIBIT “P” - NON-DISCLOSURE AGREEMENT	134
APPENDIX “A” – DEFINITIONS OF PROTECTED INFORMATION.....	137
EXHIBIT “Q” - BACKGROUND CHECK/IDENTITY VERIFICATION BY CONTRACTOR/VENDOR	139
EXHIBIT “R” - CONTRACT DRAWINGS	141
EXHIBIT “S” – PERMIT DOCUMENTS	142
EXHIBIT “T” – FERC DAM SAFETY DOCUMENTS.....	143
EXHIBIT “U” – DISTRICT POLICIES	144

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID

The State of Washington, Federal Energy Regulatory Commission (FERC) and/or North American Reliability Corporation (NERC) has established regulations for the protection of sensitive plans, drawings and records defined as Security Sensitive Information (SSI), Critical Energy Infrastructure Information (CEII) and/or Bulk Electric System Cyber System Information (BCSI). In accordance with the Revised Code of Washington (RCW), FERC and NERC regulations, and using them as guidance, the District has identified and designated certain information as SSI, CEII and/or BCSI (hereinafter referred to collectively as “Confidential Information”). Because of the sensitive nature of such information included in the Bid Documents, only those Bidders who execute the Non-Disclosure Agreement attached to these Contract Documents (Exhibit “P”), and are approved by the District shall be provided Confidential Information, the Bid Form, and be permitted access to secure areas as part of the mandatory site inspection. The deadline for submitting this information is 2:00 p.m. on September 25, 2025. Please submit to the Procurement Officer listed below.

Sealed Bids shall be received by Public Utility District No. 2 of Grant County, Washington at the District's contracting offices at 14352 Highway 243 S Building 6, Beverly, Washington no later than 2:00 p.m. on November 13, 2025 for Priest Rapids Spillway Stability Improvement Project as specified in Contract Documents 230-12183. Bids received after that time shall be rejected as non-responsive. **Bid opening shall follow the Bid submittal deadline via Microsoft Teams video conference and in-person Bid Opening. The video conference and in-person Bid Opening will be the only manner by which the public can participate in the Bid opening. To participate in the Bid opening, please join the Teams meeting below:**

Microsoft Teams [Need help?](#)
[Join the meeting now](#)

Dial in by phone
[+1 509-703-5291,,503302547#](#) United States, Spokane
Phone conference ID: 503 302 547#

The original and one copy of the Bid and all required Bidder's Data shall be delivered in a completely sealed opaque envelope properly addressed to:

Beau Schwab, Procurement Officer
Public Utility District No. 2
of Grant County, Washington
14352 Highway 243 S Building 6
Beverly, Washington 99321
Phone: (509) 754-7939
E-mail: bschwab@gcpud.org

with the name of the Bidder written on the outside of the envelope and outer shipping container with the following:

Contract Documents: 230-12183
Bid for: Priest Rapids Spillway Stability Improvement Project
Bid Due Date: November 13, 2025, 2:00 PM (PST)

Bid Opening Date: November 13, 2025, 2:00 PM (PST)

Each Bid submitted shall constitute an offer to the District and shall be irrevocable for a period of 60 days following Bid opening. Contract Award, if any, shall be made within 60 days from the date of Bid opening.

Apprenticeship utilization requirements, as referred to throughout the Contract Documents, shall only be applicable if the Engineer's estimate provided at the time of Bid opening is for \$2,000,000 or greater and this Contract is awarded on or after July 1, 2024. If awarded before July 1, 2024, said requirements shall be null and void (including the amount provided on the Bid Form for meeting apprenticeship utilization goals), and the District shall award the Total Bid Price less the amount provided for Bid Item No. 2.

2. COMPLIANCE WITH BIDDING DOCUMENTS/BIDDER'S EXCEPTIONS

Bids shall be submitted on the Bid Form (see Exhibit "A") provided with the Contract Documents. All Bid proposals must be quoted in U.S. dollars. Any submittals or data which may be required by the Contract Documents to support a Bid shall be attached to the Bid Form. The Bid Form must be properly executed and all blanks must be filled in. All Bids shall be submitted in strict compliance with the Contract Documents, Technical Specifications, and commercial requirements contained herein. Bids which do not comply with these specifications and requirements or which contain or are conditioned upon different terms provided by the Bidder may be rejected. Any Bid which attempts to disclaim liability for the Bidder's negligence or to disclaim liability for damage, which arises from Bidder's acts, to person or property, may be deemed a non-responsive Bid.

Bidder shall specifically identify by paragraph and page number and describe in detail in its Bid proposal each variation or departure from the Contract Documents. If, in the District's opinion, the Bid proposal contains material variations in or departures from the commercial terms or functional design requirements, it may be rejected as being non-responsive.

3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS

If a Bidder finds discrepancies in or omissions from the District's requirements, or if Bidder is in doubt as to the meaning of any provision in the Contract Documents, Bidder shall, at once, notify the District's Procurement Officer. If appropriate, a notice of addendum shall be posted to the District's ProcureWare site, mailed, e-mailed, or otherwise delivered to each person obtaining a set of Contract Documents. Each person requesting an interpretation shall be responsible for the delivery of their request to the District. The District shall not be bound by, nor responsible for, any other explanations or interpretations of the proposed documents other than those given in writing as set forth in this paragraph. Oral instructions, interpretations or representations shall not be binding upon the District.

4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS

The District reserves the right to revise the Contract Documents by addendum prior to the date set for receiving Bids. The Bidder shall acknowledge the receipt of each addendum on the Bid Form to substantiate that its Bid is in accordance with the revised Contract Documents.

5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID

The Bidder may, without prejudice to itself, withdraw, modify or correct a proposal after it has been deposited with the District; provided such withdrawal, modification, or correction is filed with the

District in writing, before the time set for receiving Bids. The original Bid, as modified, shall be considered as the proposal submitted by the Bidder.

6. BID DELIVERY RESPONSIBILITY

It shall be the Bidder's responsibility to deliver the original copy of its properly executed Bid and Bid documents prior to the time for Bid receipt stated above. Bids will only be accepted via United Parcel Service, Federal Express, Bidder walk-in, or other carrier or courier service to the address referenced in Section 1 above; no Bids sent by United States Postal Service will be allowed. The District shall not accept or consider Bids transmitted by any electronic method. No Bid shall be considered which is received after the time stated above and shall be returned unopened. It shall be the sole responsibility of the Bidder to ensure that Bids are delivered at the Bid due date and time established in Section 1 above or by addendum. It shall also be the sole responsibility of the Bidder to ensure that Bids are properly addressed and labeled in accordance with Section 1 above.

7. BID EVALUATION

For the purposes of evaluating Bids, the District will consider a number of factors and will not evaluate based on cost alone. The District may let the Contract to the lowest responsible Bidder or Bidders based upon the plans and specifications, price and any other factors considered. Consideration will be given to the following:

- A. Total Bid Price.
- B. Bidder's Data (See Instruction No. 8 which follows). **NOTE: Any sealed Bid which does not contain all Bidder's Data indicated in Section 8 as "required" shall be rejected.**
- C. All Bidders shall attend a mandatory site inspection in accordance with Instructions to Bidders Section 17. Those Bidders not represented shall not be allowed to bid on this Contract.
- D. Bidder's compliance with the requirements of Section SR-2. **Bids that take exception to these requirements shall be rejected.**
- E. Bidder's compliance with Completion Date in these Contract Documents. **Bids that propose alternate Completion Dates and/or Completion Dates beyond the specific dates will be rejected.**
- F. Bidder's compliance with the requirements of Section SR-5.C. **Bids that take exception to these requirements shall be rejected.**
- G. Bidder's compliance with the Contractor Safety Requirements specified in these Contract Documents. **Bids that take exception to these requirements shall be rejected.**
- H. In evaluating whether previous projects were "successfully completed" as referenced in Instructions to Bidders Section Nos. 8.E, 8.F, 8.G, 8.H, and 8.K, the District may check Bidder references and may evaluate the Bidder's performance, including but not limited to the following areas:
 - 1. Quality control;

2. Safety record;
 3. Timeliness of performance;
 4. Use of skilled personnel;
 5. Availability of and use of appropriate equipment;
 6. Compliance with contract documents; and
 7. Management of submittal process, change order, and close out.
- I. All elements or factors which shall affect the final cost to or benefits to be derived by the District, which may include, but not be limited to:
1. The ability, capacity, and skill of the Bidder to perform the Contract or provide the services required;
 2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 3. Whether the Bidder can perform the Contract within the time specified;
 4. The quality of performance of previous contracts or services;
 5. The previous and existing compliance by the Bidder with laws relating to the Contract or services; and
 6. Whether, within the three year period immediately preceding the date of this Bid solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

8. BIDDER'S DATA/SUBMITTALS

The Bidder shall submit the following information with their sealed Bid:

- A. All Bidders must be pre-qualified and approved by the District to self-perform post tensioned anchor work as the Prime Contractor. Only Bids submitted by Bidders prequalified by the District to self-perform post tensioned anchor work as the Prime Contractor shall be considered for Contract Award. Prime Contractors prequalified to self-perform post-tensioned anchor work for this Contract are listed alphabetically in the table below.

Contractor	Point of Contact	Telephone Number	Email Address
Coastal Drilling East, LLC	Scott Dodds	(304) 291-0175	SDodds@shaftdrillers.com
IMCO-Malcolm Drilling Joint Venture	Alik Miller	(360) 671-3936	AMiller@imcoconstruction.com

Nicholson-Kuney Joint Venture	Nigel Miller & Daniel Kuney	(801) 296- 5899 & (509) 535- 0651	nigel.miller@nicholsonconstruction.com & daniel@maxkuney.com
----------------------------------	---	--	---

- B. **REQUIRED or Bid shall be rejected.** Bidder shall submit on the Bid Form the names of Subcontractors who shall perform the HVAC (heating, ventilation, and air conditioning), plumbing and electrical work, and structural steel and rebar installation, or name itself,
- C. **REQUIRED or Bid shall be rejected.** Bidder shall submit on the Bid Form the name(s) of the specialty Subcontractors who shall perform the following scopes of work:
1. Barge work or name itself.
 2. Access platform work or name itself.
 3. Drilled Caisson for pre-production anchors installation work or name itself.
 4. Drain Rehabilitation work or name itself.
 5. Independent Testing Laboratory
- D. Bidder shall provide names, experience and qualifications of other Subcontractors upon request by the District Representative.

The Contractor may subcontract or sublet only such part or parts of the work covered by the Contract Documents as the District may approve. In no event shall Contractor subcontract more than 50% of the work. Subcontractors solely for the convenience or profit of the Contractor may not be approved if, as determined by the District, they would have an adverse effect upon the job. The District shall be the sole judge of such effect. The District reserves the right to refuse any person or organization (Subcontractor) to participate in the work covered by this Contract Document. Contractor shall bind every Subcontractor to, and every Subcontractor must agree to be bound by the terms of the Contract Documents, as far as applicable to the Subcontractor's work. No subcontract shall relieve the Contractor of their responsibilities and the Contractor agrees that they are fully responsible to the District for the acts and omissions of their Subcontractors and of persons employed either directly or indirectly by them. Upon request, the Contractor shall supply the District Representative with two copies of all subcontracts. Nothing contained in the Contract shall create any contractual relationship between any Subcontractor and the District.

- E. **Statement of current, relevant post-tensioned anchor experience.** Each Bidder shall submit a detailed description of the Bidder's previous experience in dam construction, particularly post-tensioned anchor construction on dams and work within waterways. The Bidder shall include sufficient facts regarding their technical and business organization to enable the District to make an informed decision relating to the qualification of the Bidder to perform the specific work called for in this Contract Document. The Bidder shall have a minimum of five years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included

in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements.

The Bidder shall present resumes with verifiable references, to include contact information, for the following key personnel:

1. **Project Manager.** The Contractor shall provide a competent Project Manager who shall have full authority by the Contractor. The Project Manager shall have at least 10 years' experience performing work similar to the work specified in these Contract Documents. Required experience includes at least five projects involving installation and testing of 12-strand or larger anchors. One of the five projects shall involve installation and testing of 20-strand or larger anchors. The Project Manager must be approved in writing by the District Representative. The Project Manager shall be at the job site for a minimum of 40 hours per calendar week until the completion of Milestone No. 1. Thereafter, the Project Manager shall be present at the job site during key components of the work for a minimum of 80 hours per calendar month.
2. **Superintendent(s).** The Contractor shall provide a competent Superintendent(s) who shall be on the site of the project during all working hours, and who shall have full authority by the Contractor to direct the performance of the work and make arrangements for all necessary materials, equipment, and labor without delay. The Superintendent(s) shall have at least 10 years' experience performing work similar to the work specified in these Contract Documents. Required experience includes at least five projects involving installation and testing of 12-strand or larger anchors. One of the five projects shall involve installation and testing of 20-strand or larger anchors. Required experience also includes marine work involving access by barges that support crane operations and management of cranes around sensitive equipment, including overhead high voltage lines.
3. **Drilling Foreman.** The Contractor shall provide a competent Drilling Foreman who shall oversee the drilling operations. The Drilling Foreman shall have at least 10 years' experience performing relevant work.
4. **Stressing Foreman.** The Contractor shall provide a competent Stressing Foreman who shall oversee the stressing operations and be on site during all stressing operations. The Stressing Foreman shall have at least 10 years' experience performing high capacity anchor stressing.
5. **Project Scheduler.** The Contractor shall provide a Scheduler for the duration of the project with a minimum of three years' experience, who is proficient in developing and maintaining schedules for similar construction projects, certified in the required scheduling software (Primavera P6 Professional), and demonstrates effective use of a work breakdown structure and activity ID intelligence reflective of the project's scope of work. The selected Scheduler will be guided by scheduling best practices as presented in documents such as the U.S. Government Accountability Office (GAO) Schedule Assessment Guide and the Project Management Institute (PMI) Critical Path Method (CPM) Scheduling for Construction: Best Practices and Guidelines.

6. **Professional Engineer.** The Contractor shall provide a Washington State registered Professional Engineer on staff or retained as a consultant to prepare stamped calculations and shop drawings showing the method and details of support of temporary ogee work access platforms and be available to address technical aspects of temporary ogee work access platform systems as may arise during the course of work. The Professional Engineer shall have at least five years' experience and technical and practical knowledge in structural engineering.
 7. Multiple roles as described above may be fulfilled by the same person.
 8. Key personnel submitted in the 230-12453 Contractor Prequalification and with the Bid Proposal for this Contract shall be on site. Only substitutions submitted by the Contractor and approved by the District Representative will be permitted as replacement personnel. The District Representative may suspend work activities if the Contractor substitutes field personnel without prior approval by the District Representative.
- F. **Statement of access platform experience.** Each Bidder shall submit a detailed description of the Bidder's previous experience in the construction of temporary spillway access platform systems, particularly ogee work access platform systems on dams and work within waterways. The Bidder shall include sufficient facts regarding their technical and business organization to enable the District to make an informed decision relating to the qualification of the Bidder to perform the specific work called for in this Contract Document. The Bidder shall have a minimum of five years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements. If any proposed Subcontractors shall be used to meet the Contractor's experience requirements specified in this section, the Subcontractor's experience shall be provided.
- G. **Statement of barge work experience.** Each Bidder shall submit a detailed description of the Bidder's previous experience with barge work. Specifically, the experience shall include experience with barge access upstream of dams, near gated water control/hydropower dams, and work within waterways. The Bidder shall include sufficient facts regarding their technical and business organization to enable the District to make an informed decision relating to the qualification of the Bidder to perform the specific work called for in this Contract Document. The Bidder shall have a minimum of five years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements. If any proposed Subcontractors shall be used to meet the Contractor's experience requirements specified in this section, the Subcontractor's experience shall be provided.
- H. **Statement of Caisson Installation experience.** Each Bidder shall submit a detailed description of the Bidder's previous experience in caisson drilling, specifically related to drilling in mixed face, gravel, boulders, weathered rock and bedrock including irregular and sloping top of rock surface with caisson fully seated into bedrock. The Bidder shall show evidence of successful restricted access specific to this project related to spillway bridge

narrow width and allowable load ratings. The Bidder shall have a minimum of five years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements. If any proposed Subcontractors shall be used to meet the Contractor's experience requirements specified in this section, the Subcontractor's experience shall be provided.

- I. **Statement of Bridge Deck Structural Analysis Experience.** Each bidder shall submit a detailed description of the Bidder's previous experience conducting structural analysis on bridge decks or similar concrete structures. The Priest Rapids Dam spillway bridge has weight, width, and height restrictions for access in accordance with Section SR-24 and Section SR-25. The Bidder shall include sufficient facts regarding their technical and business organization to enable the District to make an informed decision relating to the qualification of the Bidder to perform the specific work called for in this Contract Document. The Bidder shall have a minimum of five years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements. If any proposed Subcontractors shall be used to meet the Contractor's experience requirements specified in this section, the Subcontractor's experience shall be provided.
- J. **Statement of Independent Testing Laboratory experience.** Each Bidder shall submit a detailed description of the Independent Testing Subconsultant's previous experience in performing quality control tests required of the Contract in accordance with the Technical Specifications. The Bidder shall include sufficient facts regarding their technical and business organization to enable the District to make an informed decision relating to the qualification of the Subconsultant to perform the specific work called for in this Contract Document. The Subconsultant shall have a minimum of 10 years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements.
- K. **Statement of Drain Rehabilitation experience.** Each Bidder shall submit a detailed description of the Bidder's previous experience in the re-drilling of foundation drain holes or work that is similar in scope to that which is set forth in these Contract Documents. The Bidder shall include sufficient facts regarding their technical and business organization to enable the District to make an informed decision relating to the qualification of the Bidder to perform the specific work called for in this Contract Document. The Bidder shall have a minimum of five years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements. If any proposed Subcontractors shall be used to meet the Contractor's experience requirements specified in this section, the Subcontractor's experience shall be provided.
- L. Bidder shall submit a list of major equipment proposed by Bidder for use in the installation work.

- M. Each Bidder shall submit the Supplemental Bid Form for Additional Time and Equipment. This data shall not be used for Bid Evaluation.
- N. Bidder shall provide safety record information for the past three years, consistent with the Contractor Safety Request for Information Form, attached hereto as Exhibit “N”.
- O. Bidder shall provide an Apprentice Utilization Plan on the form provided as Exhibit “M” and in accordance with RCW 39.04.310(2).

9. BIDDER RESPONSIBILITY CRITERIA

Before Contract Award, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a public works project in accordance with RCW 39.04.350:

- A. At the time of Bid submittal, the Bidder must have a certificate of registration in compliance with RCW 18.27, a plumbing contractor license in compliance with RCW 18.106 and an electrical contractor license in compliance with RCW 19.28;
- B. Have a current Washington State Unified Business Identifier (UBI) number;
- C. If applicable, have Industrial Insurance (worker’s compensation) coverage for the Bidder’s employees working in Washington State as required in Title 51 RCW;
- D. If applicable, have an Employment Security Department number as required in Title 50 RCW;
- E. If applicable, have a Washington State Department of Revenue state excise tax registration number as required in Title 82 RCW; and
- F. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- G. Within the three year period immediately preceding the date of this Bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
- H. Have attended training from the department of labor and industries or a training program approved by the department of labor and industries relating to the requirements associated with public works and prevailing wage under chapter 39.04.350 RCW and chapter 39.12 RCW.
- I. For the one-year period immediately preceding the date of the Bid solicitation, not have been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW.

The Bidder may be required by the District to submit documentation demonstrating compliance with these criteria.

10. BID BOND

Each Bid shall be accompanied by a certified or cashier's check payable to the order of Public Utility District No. 2 of Grant County, Washington for a sum not less than 5% of the amount of the Total Bid Price, or accompanied by a Bid Bond on the form provided as Exhibit "B", in an amount not less than 5% of the Total Bid Price with a corporate surety licensed to do business in the State of Washington, conditioned that the Bidder shall pay the District as liquidated damages the amount specified in the bond, unless Bidder enters into a Contract in accordance with their Bid and furnishes the Payment and Performance Bond hereinafter mentioned within 10 days from Contract Award. If a Bid is rejected, or if a Bid is accepted and a Contract Form executed, any check shall be returned in each instance within a period of 10 days to the Bidder furnishing the same. If the Bid is one of the three low Bids, such check or bond shall be held by the District until Contract Documents are fully executed by the District and successful Bidder and the Payment and Performance Bond provided per Section 12. If a Bid Bond was provided, 30 days following this period, the original Bid Bond shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. The Bidder's failure to submit its Bid Bond on the form attached to the Contract Documents may result in rejection of the Bid.

11. REFUSAL TO EXECUTE CONTRACT

Should the successful Bidder fail or refuse to execute a Contract Form and furnish a Payment and Performance Bond within 10 days following receipt of notification of Contract Award, the Bidder shall be considered to have abandoned the Bid and the check or Bid Bond in the amount of not less than 5% of the Bid delivered with the Bid shall thereupon be due and owing to the District as liquidated damages for such failure or refusal, and the District may thereupon award the Contract to any other Bidder.

12. PAYMENT AND PERFORMANCE BOND

To assure compliance with the terms of the Contract Documents, the Contractor shall furnish a Payment and Performance Bond in an amount equal to 100% of the amount of the Contract Price, excluding Washington State Sales Tax, with surety or sureties who are acceptable to the District. This Payment and Performance Bond shall remain in force for a period of 365 days after Final Acceptance. Thirty days following this expiration, the original Payment and Performance Bond shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. The Payment and Performance Bond must be on the form provided with these Contract Documents as Exhibit "D". The cost of the Payment and Performance Bond shall be included in the Total Bid Price.

13. WAIVE MINOR ERRORS

The District reserves the right to waive minor errors or irregularities in any Bid if it appears to the District that such errors or irregularities in any Bid were made through inadvertence and are not material. Any errors or irregularities so waived must be corrected on the Bid on which they occur prior to the execution of any Contract Form which may be awarded thereon. No Bidder may withdraw their Bid after the hour set for the opening thereof, unless and until Contract Award has been delayed for a period exceeding 60 days after the date of Bid opening.

14. DISTRICT'S RIGHT TO REJECT BIDS

The District reserves the right to reject any and all Bids or to accept the Bid which in its sole and absolute judgment shall under all circumstances best serve the interest of the District.

15. PUBLIC RECORDS ACT

The District is subject to the disclosure obligations of the Washington State Public Records Act of RCW 42.56. The Bidder expressly acknowledges and agrees that its Bid and any information Bidder submits with its Bid is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose Bidder's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

16. QUALIFICATION OF BIDDER'S/CONTRACTOR'S ACCESS AND PERSONNEL CHANGE APPROVAL

The District reserves the right to deny any Contractor or employee thereof access to District facilities or Protected Information at the District's sole discretion. The District will be the sole judge of such effect. All Contractors and employees thereof shall be subject to the nondisclosure provisions of this Contract.

The District reserves the right to conduct or to require Contractor to conduct criminal background checks, provide an identity validation document (I-9, Social Security card, driver's license) and complete the District provided training for its employee(s) before the District will grant such individuals access to secure areas of District facilities. Criminal background checks may be conducted in such depth as the District reasonably determines to be necessary or appropriate for the type of access to be granted. Contractor shall execute one certification for each employee requiring a background check on the form provided by the District and attached hereto as Exhibit "Q". The cost of such background checks shall be borne by the Contractor. For access to Protected Information relating to Critical Infrastructure Protection, the District reserves the right to require a Non-Disclosure Agreement and a certificate of completion from the District-provided training for each employee before the District will grant access to such individuals.

In the event the District determines in its sole discretion that an individual or Bidder/Contractor is unsatisfactory or fails to provide a background check as requested by the District, or fails to provide the information listed above, the District reserves the right to exclude such individual or Bidder/Contractor from secure areas and/or from having any access to Protected Information.

17. MANDATORY SITE INSPECTION

Mandatory site inspection for all prospective Bidders is scheduled for September 30, 2025 beginning at 09:00 AM to 11:30 AM at the District's Hydro Office Building located at 14352 Highway 243 S, Beverly, WA 99321 and from 1:00 PM to 2:30 PM at the Priest Rapids Dam located at 29086 Highway 243 S, Mattawa, WA 99349. Arrangements will be made by the District to allow prospective Bidders access to the site for the purpose of making preliminary inspections. Availability of and access to the site is otherwise limited; therefore the Bidders are advised to plan their inspections and preliminary measurements for the date specified above. Meeting material from the mandatory site inspection will be issued via Addendum following the mandatory site inspection date. Meeting material within the Addendum shall not replace or alter any Contract requirement without otherwise explicitly stating.

The Bidder shall satisfy itself concerning the nature and the location of the work, the general and local conditions, particularly those affecting transportation, disposal, procuring, handling and storage of materials, availability of labor and applicable wage rates, water and electric power, roads, climate conditions and seasons, and physical conditions at the actual work site and project area as a whole, the equipment and facilities needed preliminary to and during Contract work execution, and all other matters which can in any way affect the work or the cost thereof. Failure of the Bidder to acquaint itself with all available information regarding any applicable condition shall not relieve the Bidder of the responsibility for properly estimating both the difficulties and the costs of successfully performing the work.

Personal protective equipment is required for the site visit at the Priest Rapids Dam. Required personal protective equipment includes closed toe work boots, high visibility vest, hard hat, and safety glasses. A flashlight is recommended for the spillway grout and drainage gallery. Bidders shall furnish their own personal protective equipment for the site visit.

For questions related to site inspection, or for directions, contact the District Representative, Logan Castle, by calling (509) 859-6700.

18. CONTRACT DOCUMENTS

The Contract Documents consist of the documents listed in the Table of Contents.

The Contract Documents shall bind both the District and the Contractor to all requirements set forth in the components of the Contract Documents stated above.

19. BIDDER QUESTIONS OR CLARIFICATIONS

Bidders are to submit questions or requests for clarification in writing to the District's Procurement Officer. If appropriate, response to Bidder's questions will be posted to the District's ProcureWare web site. The deadline to submit questions or request for clarification to the District shall be 15 business days prior to the time and date that Bids are due.

GENERAL CONDITIONS

GC-1. FORM OF CONTRACT

The form of the Contract shall be Unit Price and Lump Sum Bid Items with monthly progress payments according to Contractor submitted and District approved Schedule of Values.

GC-2. DEFINITIONS

Wherever used in the Bidding Documents or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

“ADDENDA” - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

“AGREEMENT” - The written instrument which is evidence of the agreement between District and Contractor covering the Work.

“ALLOWANCE BID ITEM” – A Bid Item for which the scope of work cannot be fully quantified or a Bid Item to cover unanticipated impacts.

“AUTHORIZED CHANGES IN THE WORK” – A term used to include Change Orders and District Instructions issued under the Contract.

“BID” - The written proposal submitted by the Bidder on the Bid Form provided as Exhibit “A” in these Contract Documents.

“BID EVALUATION” - The criteria for determining the lowest responsive Bid received in response to the Contract Documents.

“BID ITEM” - A line item on the Bid Form which is included in these Contract Documents as Exhibit “A”.

“BID ITEM PRICE” – For unit price Bid Items, the Bid Item Price shall be the correctly calculated (extended) price of all units of each Bid Item (Bid Unit Price times Estimated Quantity). For lump sum Bid Items, the Bid Item Price shall be the price of each Bid Item.

“BID UNIT PRICE” - The price per unit on a specific Bid Item.

“BIDDER” - Any person or entity who submits a Bid.

“BUSINESS DAY” – Any day Monday through Friday except District holidays as listed in Section SR-10.

“BIDDING REQUIREMENTS” - The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

“CALENDAR DAY” – Each day shown the calendar beginning at 12:00 midnight, including Saturdays, Sundays, and holidays. The term “day” shall mean calendar day whether or not expressly identified.

“CHANGE ORDER” - A document which is signed by (i) Contractor and District , or (ii) the District only if issued unilaterally, and authorizes an addition, deletion, or revision in the Work and/or an adjustment in the Contract Price and/or the Contract Times, issued on or after the Effective Date of the Agreement.

“CONTRACT AWARD” - Contract Award is defined as the date the successful Bidder is first notified in writing that the District has accepted the Contractor's Bid. Contract Award, if any, shall be made within 60 days after the date of Bid opening.

“CONTRACT DOCUMENTS” - The Contract Documents shall include all sections listed in the Table of Contents, and so designated in the Agreement.

“CONTRACT PRICE” - The Total Bid Price plus any optional Bid Items included in the Contract Award and any properly approved Change Orders approved subsequent to Contract Award.

“CONTRACTOR” - The successful Bidder who is awarded the Contract to perform the work covered by these Contract Documents.

“DISTRICT” OR “OWNER” - Public Utility District No. 2 of Grant County, Washington.

“DISTRICT REPRESENTATIVE” - The employee designated by the District as its representative during the progress of the work.

“DRAWINGS” - That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, dimensions, location, and character of the Work to be performed by Contractor. Drawings may either be electronic, bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding. Shop Drawings and other Contractor submittals are not Drawings as so defined.

“ENGINEER” - A person or entity lawfully entitled to practice architecture or engineering, representing the District within the limits of its delegated authority. Equal to Consulting Engineer, Design Engineer, and Engineer of Record, who is the person designated by Gannett Fleming, Inc. being in responsible charge of the Project and has applied his PE seal to the Contract Drawings who also may be represented onsite by personnel employed by Gannett Fleming, Inc. that he designates to serve as his representative.

“FINAL ACCEPTANCE” - Acceptance of the work by the District in writing. Final Acceptance shall not constitute an acceptance by the District of any work performed or goods supplied which are not in strict compliance with the Contract Documents.

“FINAL COMPLETION” - Total completion of all Work, or a defined portion thereof, required by or reasonably contemplated by the Contract Documents, which includes all changes incorporated by Change Orders, Field Orders, etc.

“FOREBAY” - The headwater or upstream pool of the reservoir that supplies water to the hydroelectric turbines.

“MILESTONE” - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to final completion of all the work.

“NOTICE TO PROCEED” - A Notice given by District to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

“PROJECT SCHEDULE; PROGRESS SCHEDULE” - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times, and also known as a Baseline Schedule. Monthly updates of the Project Schedule that are submitted by the Contractor shall be known as Schedule Updates.

“PROJECT MANAGER” - Any individual or entity designated by District to provide the project management services for the Project.

“PROMPT PAYMENT DISCOUNT” - As provided for on the Bid Form, Contractor may accept the prompt payment discount of 2% 10 days, which shall mean, if the District issues payment within 10 days, the payment due shall be reduced by 2%. A payment is considered made on the day it is mailed or is sent through electronic or wire transfer.

“REQUEST FOR INFORMATION” - A written request by Contractor to District seeking clarification or interpretation of any aspect of the Contract Documents.

“SCHEDULE OF SUBMITTALS” - A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities, and is also known as the Submittal Log.

“SCHEDULE OF VALUES” - A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Invoices for Payment.

“SHOP DRAWINGS” - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

“SITE” - Lands or areas indicated in the Contract Documents as being furnished by District upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by District which are designated for the use of Contractor.

“SPECIFICATIONS” - That part of the Contract Documents consisting of written requirements for materials, Equipment, products, devices, fixtures, forms, systems, types of construction, standards, workmanship, and other items as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

“SPECIFIC REQUIREMENTS” - That part of the Contract Documents which supplements these General Conditions with Project specific details.

“SUBCONTRACTOR” - An individual or entity having a direct contract with the Contractor or with any other Subcontractor to perform a portion of the work covered by these Contract Documents.

“SUCCESSFUL BIDDER” - The Bidder submitting a responsive Bid to whom District makes an award.

“SUPPLIER” - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or Equipment to be incorporated in the Work by Contractor or Subcontractor.

“TAILRACE” – The downstream channel or pool of water conveyed away from a dam or hydroelectric turbines.

“TOTAL BID PRICE” - The properly calculated total of the Bid Items on the Bid Form.

“WORK” - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, tools, equipment, appurtenances, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and Equipment into such construction, all as required by the Contract Documents.

“WORKING DAY” – Any day which onsite work is allowed to occur as defined in Section SR-10 excluding standby time.

GC-3. SUSPENSION OF WORK/TERMINATION OTHER THAN FOR DEFAULT

The District may, at its sole option, by notice in writing to the Contractor suspend or terminate at any time the performance of all or any portion of work to be performed under the Contract. Upon such notice of suspension or termination of work, the District shall designate the amount and type of plant, labor, and equipment to be committed to the work site during the period of suspension or termination. The Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension or termination.

- A. Upon receipt of any such notice, the Contractor shall:
 - 1. Immediately discontinue work as specified in the notice;
 - 2. Place no further orders or subcontracts for material, services, or equipment with respect to suspended or terminated work;
 - 3. Promptly suspend or terminate all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended or terminated;
 - 4. Continue to protect and maintain the work, including those portions on which work has been suspended;
 - 5. Assist District Representative or District in the maintenance, protection, and disposition of work in progress, plant, tools, equipment property, and materials acquired by Contractor or furnished by Contractor under this Contract; and
 - 6. Complete performance of the work which is not terminated.
- B. As full compensation for such suspension the Contractor shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge, as determined to be equitable by the District Representative, to be paid to the Contractor during a period of suspension of work sufficient to compensate the Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the work in a standby status;
 2. All reasonable costs, as determined to be equitable by the District Representative, associated with any demobilization and remobilization of the Contractor's plant, forces, and equipment;
 3. Any claim on the part of the Contractor for additional schedule extensions or monetary compensation shall be made within 10 days after receipt, by Contractor, of a notice to suspend work. Failure to submit a claim within the 10 day period shall constitute a waiver of any such claim; and
 4. In no event shall the amount to be paid the Contractor pursuant to this section exceed the Contract Price.
- C. Upon receipt of notice to resume suspended work, the Contractor shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of the Contractor for schedule extension or monetary compensation shall be made within 10 days after receipt of notice to resume work and the Contractor shall submit a revised project schedule for review.
- D. Upon delivery of a written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of any such notice, the Contractor shall take all appropriate steps in part A of this Section GC-3.

Upon any such termination, Contractor shall waive any claims for damages including Contractor's overhead, loss of anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever.

If such termination is effected after Contract Award but prior to the District issuing Notice to Proceed to the Contractor, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor in the preparation of their Bid plus 15% of such costs. If such termination is effected after the District has issued Notice to Proceed and the Contractor has commenced performance hereunder, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor as determined by the physical progress of the work satisfactorily completed to date plus costs of removing equipment and materials and otherwise demobilizing, plus 10% of the sum of all such costs; provided, said payment shall not in any event exceed the Contract Price hereunder. The payment of the District shall constitute full and complete satisfaction and settlement for the Contractor's overhead, anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever. The Contractor shall be entitled to no further payments whatsoever for the work. Amounts retained and accumulated under RCW Chapter 60.28 shall be held and disbursed as provided therein.

Contractor shall submit within 30 days after receipt of notice of termination, a request for adjustment to the Contract Price in accordance with the above provisions. District Representative shall review, analyze, and verify such request, and upon District Representative's approval, the Contract shall be amended in writing accordingly.

Those provisions of the Contract that by their nature survive Final Acceptance under the Contract shall remain in full force and effect after such termination.

GC-4. TERMINATION FOR DEFAULT/NONCOMPLIANCE

A. Acts of Default

If Contractor fails in any material way to comply with any of the conditions or provisions of the Contract Documents or is unable to pay its debts as they mature or authorizes or takes any action under bankruptcy or reorganization, readjustment of debt, insolvency, liquidation or other similar laws or proceedings it shall be considered an act of default.

B. Consequences of Default

In the event of default, the District may immediately, without limiting any other remedy available to it in law or equity, withhold any amount otherwise due under the Contract. The District shall provide written notice of default. In the event the default can be cured, and Contractor fails to correct the default within 10 days after written notice of default, the District may terminate the Contractor's right to proceed with all or any portion of the work. The District's right to liquidated damages shall not in any manner limit any other remedy available to the District, including but not limited to, the District's right to terminate the Contractor's right to proceed.

C. Noncompliance

The Contractor shall, upon receipt of written notice of noncompliance with any provision of this Contract and the action to be taken, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or its representative at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to comply promptly, the District Representative may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work shall be issued. No part of the time lost due to any such suspension order shall entitle the Contractor to any extension of time for the performance of the Contract or to reimbursement for excess costs or damages.

GC-5. ASSIGNMENT

The Contractor shall not assign this Contract or any interest in or part thereof, or any monies due or to become due hereunder, without the prior written approval of the District. Any costs to the District associated with the assignment may be deducted from amounts due to the Contractor.

GC-6. INDEMNITY

- A. Contractor shall be responsible for any and all damage, loss or injury of any kind or nature whatsoever, direct or indirect, to person or property arising out of or in any manner connected with or caused by or resulting from or suffered in connection with the execution of the work provided for in this Contract, or in connection therewith. Contractor agrees to defend, indemnify and hold harmless the District and its representatives (which terms shall be deemed to include directors, officers, employees, agents, and servants, and any other persons directly or indirectly engaged in any activity connected with the performance of the work under the Contract Documents) from and against any and all liabilities, claims, losses, damages or

expenses, including reasonable legal fees, and expert witness fees, which may be incurred or sustained by the District or any of their respective employees, by reason of any act, omission, misconduct, negligence, or default on the part of the Contractor or any Subcontractor of the Contractor, and any employees of the Contractor or Subcontractor and except as may otherwise be provided by applicable law. Contractor specifically assumes liability for actions brought by Contractor's own employees against the District and for that purpose Contractor specifically waives any immunity under the Workers Compensation Act, RCW Title 51. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by District, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

- B. The District shall not be responsible or be held liable for any damage to person or property consequent upon the use, misuse or failure of any crane, hoist, rigging, blocking, scaffolding or other equipment used by the Contractor or any of its Subcontractors, even though the said crane, hoist, rigging, blocking, scaffolding, or other equipment be furnished or loaned to the Contractor by the District. The acceptance and/or use of any such crane, hoist, rigging, blocking, scaffolding or other equipment by the Contractor or its Subcontractors shall be construed to mean that the Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse or failure of such apparatus whether such damages by its own employees or property or to the employees or property of other Contractors, the District, or otherwise.
- C. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the Contractor. In the event of damages to person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence.
- D. Contractor acknowledges that by entering into a contract with the District, Contractor has mutually negotiated the above indemnity provisions with the District. Contractor's indemnity and defense obligations shall survive the termination or completion of the Contract and remain in full force and effect until satisfied in full.

GC-7. LAWS, REGULATIONS, PERMITS

The Contractor and Subcontractors shall comply with all applicable building, health, and construction codes. The Contractor represents that it is familiar with, and shall be governed by and comply with, all Federal, State and local statutes, laws, ordinances, and regulations including amendments and changes as they occur. In the event of a conflict, the most stringent provision shall apply. The Contractor and any Subcontractors shall be responsible for ensuring that its employees fully comply with the District's Code of Ethics, a copy of which is available at the District's offices.

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. The rights and obligations of the District and Contractor shall be governed by the laws of the State of Washington. Venue of any action filed to

enforce or interpret the provisions of this Contract shall be exclusively in the Superior Court, County of Grant, State of Washington or the Federal District Court for the Eastern District of Washington at the District's sole option. In the event of litigation to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable legal fees in addition to any other relief allowed.

Unless the Contract Documents provide otherwise, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at its own expense, and Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.

GC-8. DAMAGES

Any claims arising under the Contract by the Contractor shall be made in writing to the District Representative no later than 10 days after the beginning of the event or occurrence giving rise to the claim. Failure to make written claim prior to the time specified in the Contract Documents shall constitute waiver of any such claim.

GC-9. INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES

It is understood and agreed that in all work covered by the Contract, the Contractor shall act as an independent contractor, maintaining complete control over its employees and all Subcontractors. The Contractor shall perform the work in accordance with its own methods, subject to compliance with the Contract. The Contractor shall perform the work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its Subcontractors, and shall not employ or permit to be employed on the work any unfit person or anyone unskilled in the work assigned to them. The Contractor shall not be considered either an agent or employee of District or of Engineer, nor shall the Contractor's Subcontractors or their employees be considered subagents or employees of District or of Engineer.

The Contractor shall designate in writing before starting work competent, authorized site Project Manager(s) who shall be authorized to represent and act for the Contractor in all matters relating to the Contract. The Contractor's letter designating the Project Manager (s) shall clearly define the scope of their authority to act for the Contractor and define any limitations of this authority. Said authorized Project Manager (s) shall be present at job site for a minimum of 40 hours per calendar week until the completion of Milestone No. 1. Thereafter, the Project Manager shall be present at the job site during key components of the work for a minimum of 80 hours per calendar month.. Arrangements acceptable to the District shall be made for any emergency work which may be required. The Contractor's authorized Project Manager (s) shall be supported by competent assistants as necessary, and the authorized representative(s) and assistants shall all be satisfactory to the District. All directions given to the Contractor's Project Manager or authorized representative(s) by the District shall be binding as if given to the Contractor.

The Contractor shall designate in writing before starting work competent Superintendent(s) who shall be on the site of the project during all working hours, and who shall have full authority by the Contractor to direct the performance of the work and make arrangements for all necessary materials, equipment, and labor without delay.

The Contractor and its Subcontractors shall employ only orderly workers. Employees deemed by the District to be incompetent, subversive, or disorderly shall be removed from the performance of the work, and such removal shall not form the basis of any claim for compensation or damage upon the District.

The Contractor and Subcontractor shall be responsible for ensuring that its employees fully comply with all applicable federal, state and local laws and support the District's commitment to provide a safe, healthy, and drug free work environment. The Contractor and Subcontractor shall immediately remove any employee from further work when it is determined that they are not fit for duty. Furthermore the Contractor and Subcontractor shall immediately remove any employee from further work if it is determined by the District, at its discretion, that the employee is not fit for duty for any reason. Failure on the part of the Contractor or Subcontractor to comply with any of the above shall be considered an act of default in accordance with Section GC-4.

GC-10. CORRECTION OF WORK/WARRANTY

All materials and equipment incorporated into any work under the Contract shall be new and of the most suitable grade of their respective kinds for their intended uses unless otherwise specified. All workmanship shall be in accordance with sound work practices acceptable to District Representative. Contractor warrants all equipment, materials and labor it furnishes or performs under this Contract against defects in design, materials, and workmanship. Contractor's warranty shall remain in effect for a period of 365 days after Final Acceptance.

If at any time prior to the expiration of the warranty period, Contractor or District discovers any defect in such design, materials or workmanship, the Contractor shall, upon written notice from the District given within a reasonable time after discovery, correct such defects to the satisfaction of the District by redesigning, repairing or replacing the defective work at a time acceptable to District. All costs incidental to such corrective action including removal, disassembly, reinstallation, re-work, re-testing and re-inspection as may be necessary to correct the defect or demonstrate that the previously defective work conforms to the requirements of the Contract shall be borne by the Contractor.

At the request of the District Representative, the Contractor shall develop and submit a corrective action plan to correct defective work and a revised schedule in accordance with Technical Specification 01 32 14 within three working days of request by the District Representative.

Contractor warrants any and all corrective action against defects in design, materials, and workmanship for a period of 365 days following acceptance by District of the corrected work.

If, after due notice, the Contractor shall refuse or persistently neglect to make corrections so as to meet the requirements of the Contract, the District may proceed to make such corrections as they may be required and Contractor shall reimburse District for all cost and expenses incurred in connection therewith.

The warranty requirements in this section are the minimum requirements for materials, equipment and work under this Contract. Any other warranty requirements specified in the Contract, including the Technical Specifications, are in addition to, and not in lieu of the minimum requirements specified herein.

GC-11. CHANGES IN WORK

Without invalidating the Contract, the District may make changes by altering, adding or deducting from the work, and/or make changes in the drawings and specifications requiring changes in the work and/or materials and equipment to be furnished under this Contract; provided such additions, deductions or changes are within the general scope of the Contract. Except as provided herein, no official, employee, agent or representative of the District is authorized to approve any change in this Contract and it shall be the responsibility of the Contractor before proceeding with any change, to

satisfy itself that the execution of the written Change Order has been properly authorized on behalf of the District. The District's management has limited authority to approve Change Orders. The current level and limitations of such authority are set forth in District Resolution No. 8609 which may be amended from time to time. Otherwise, only the District's Board of Commissioners may approve changes to this Contract.

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

- A. Unit prices specified in the Contractor's Bid proposal, if any.
- B. An agreed lump sum. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including, as applicable:
 - 1. Detailed proposed labor categories, hours, and rates.
 - 2. Specific materials and quantities.
 - 3. Equipment and equipment hours.
- C. Time and materials with a not-to-exceed total.
 - 1. Billing rates as negotiated between the District and the Contractor per the Supplemental Bid Form for Additional Time and Equipment.
 - a. All billing rates for time shall include payroll, payroll taxes, small tools and fringe benefits.
 - b. All billing rates for equipment shall include fuel, insurance, mileage, and maintenance.
 - 2. Materials permanently incorporated into the work.
 - 3. Materials that will not be permanently incorporated into the work, at rates approved by the District Representative.
 - 4. Rental materials and equipment at cost, plus an allowance for operating costs not included in the rental, as approved by the District Representative.
 - 5. Tooling, at rates approved by the District Representative (for manufacturing type contracts).
 - 6. Added costs for items included in General Conditions and Mobilization, incurred as a result of District directed Standby Time as defined in Section SR-14, that are determined by the District Representative to negatively impact Critical Path activities indicated in the Contractor's Baseline Schedule.
 - 7. The Contractor may include a fixed fee (overhead plus profit) not to exceed 15% markup to the sum of Items 1 through 5, unless otherwise negotiated. This fixed fee shall include:
 - a. Reproduction and printing costs including electronic media.
 - b. Communication costs including all phones, faxes, Internet, postage, shipping, delivery, couriers.
 - c. Computer software, printers, scanners, office machines and related costs of operation including consumables.

- d. Indirect and overhead burden.
 - e. Profit.
 - 8. For any work performed by a Subcontractor, the Contractor's fixed fee is limited to 6% markup. Items 1 through 7 apply to Subcontractors also.
 - 9. Insurance and bonding costs not to exceed 1.5% unless otherwise negotiated.
 - 10. For contracts lasting more than two years, the Contractor may adjust labor and equipment rates. Costs shall not be subject to change until two years after the effective date of this Contract. Any changes to rates and costs shall only be on a prospective basis and shall occur no more frequently than once every 12 months thereafter. Each such change shall not exceed the lesser of i.) 5% or ii.) the percentage increase in the Bureau of Labor Statistics Consumer Price Index (CPI-U) for the West Urban region occurring during the immediately preceding 12 month period for which CPI-U data is available.
- D. Actual Cost
- 1. Labor, including foreman, only for employees who will work directly on the work covered by the Change Order. Rates to be broken down by burdened regular time and overtime units related to associated labor classification.
 - 2. Payroll taxes and fringe benefits.
 - 3. Costs for subsistence and travel expenses relative to Federal Per Diem guidelines found at www.gsa.gov.
 - 4. Materials entering permanently into the work.
 - 5. The ownership or rental cost of plant and equipment during the time of use on the project. Rates to be based upon supporting documentation approved by the District. Identify rates for equipment on standby and operated equipment.
 - 6. Power and consumable supplies for the operation of power equipment.
 - 7. Insurance and bonding.
 - 8. The Contractor may include a fixed fee (overhead plus profit) not to exceed 15% markup to the sum of Items 1 through 6. This fixed fee shall include:
 - a. Reproduction and printing costs including electronic media.
 - b. Communication costs including all phones, faxes, Internet, postage, shipping, delivery, couriers.
 - c. Computer software, printers, scanners, office machines and related costs of operation including consumables.
 - d. Indirect and overhead burden.
 - e. Profit.
 - 9. For any work performed by a Subcontractor, the Contractor's fixed fee is limited to 6% markup. Items 1 through 8 also apply to the Subcontractor.

When a change is ordered by the District, as provided herein, a Change Order shall be executed by the District and the Contractor before any Change Order work is performed. The District shall not be liable for any payment to Contractor, or claims arising therefrom, for Change Order work which

is not first authorized in writing as set forth in this section. All terms and conditions contained in the Contract Documents shall be applicable to Change Order work. Change Orders shall be issued on the form attached as Exhibit "E" and shall specify any change in time required for completion of the work caused by the Change Order and, to the extent applicable, the amount of any increase or decrease in the Contract Price.

The District Representative may instruct the Contractor to make minor changes in the work where such changes are not inconsistent with the purposes of the Contract, do not involve any additional cost and shall not require an extension of the Contract completion date. The Contractor shall make no such changes without receipt of a District Instruction, Exhibit "F", setting forth the changes to be made. Contractor's compliance therewith shall constitute its acknowledgment that such changes shall not result in any claim for additional payment or extension of the Contract completion date. District Instructions, when issued, shall be in writing and signed by the District Representative.

If the Contractor believes the instruction shall result in additional costs or time extensions, Contractor shall promptly notify the District of the same and not proceed with the changes. Contractor shall provide a cost and schedule proposal per District Instruction Item 3 or independently provide an alternative for consideration by the District Representative by submitting a Contractor Change Order Proposal, Exhibit "G".

No waiver of any provision of the Contract, and no consent to departure there from, by either party, shall be effective unless in writing and signed by the waiving or consenting party, and no such waiver or consent shall extend beyond the particular case and purpose involved.

If Contractor believes that any requirement, direction, instruction, interpretation, determination, or decision of the District described in a Change Order entitles Contractor to an adjustment in the Contract Price or time for performance and Contractor refuses to execute the Change Order, then Contractor shall submit a claim as provided in Section GC-8 of this Contract. Notwithstanding the submission of any such claim, Contractor shall proceed without delay to perform the work described in the Change Order.

GC-12. PAYMENT/RETAINAGE

- A. Contractor may submit an invoice monthly for approval and payment by the District for the portion of work satisfactorily completed during the previous month for each Bid Item as shown on the Bid Form and for materials and/or equipment properly stored on District property. The invoice shall itemize the completed work by reference to the Contractor's initially submitted and approved Schedule of Values for the percentage of the work completed (or number of units) less previous payments requested. Monthly schedule updates in accordance with Technical Specification 01 32 14 shall be submitted to reflect payment invoice period which will be utilized by the District Representative to aid in verification of completed work invoiced. The District Representative shall make the determination as to the percentage of completion or quantity of each line item on the approved Schedule of Values for payment purposes. The District will make payment to Contractor within 30 days after District's receipt and approval of said invoice. Contractor understands and agrees that by executing this Contract with the District, the District shall make payment(s) by automated clearing house (ACH). If accepted by the Contractor on the Bid Form and the District issues payment within 10 days, the payment due shall be reduced by 2%.

Invoices shall include the Contract number 230-12183 and a list of the Subcontractors used during the billing period. Invoices shall also include a report of what percentage of total

labor hours, total hours to-date of the invoice, and total hours for the invoice period by Contractor and each and every Subcontractor of the Contractor or a Subcontractor were performed by apprentices and non-apprentices during the billing period. Invoices shall be addressed as follows:

Public Utility District No. 2
of Grant County, Washington
Attn: Accounts Payable
PO Box 878
Ephrata, WA 98823

Phone: (509) 793-1450
E-mail: AccountsPayable@gcpud.org

- B. Schedule of Values: Contractor shall prepare a Schedule of Values corresponding to the Bid Items identified on the Bid Form and further described in Technical Specification Section 01 29 00, subdividing the work into component parts in sufficient detail to serve as the basis for progress payments during the performance of Work. Correlate line items to activities identified in the Contractor's Baseline Schedule in accordance with Technical Specification 01 32 14, and in a format that differentiates Lump Sum items from Unit Price items. The Contractor shall submit the Schedule of Values to the District Representative within 14 days after notice of Contract Award.

Format and Content:

1. Utilize a standardized, customizable template with formulas in place to update column totals and reflect ongoing progress and any changes.
2. Identification: Include the following project identification on the Schedule of Values:
 - a. Project name and location
 - b. District Contract number
 - c. Contractor's name and address
 - d. Date of submittal
 - e. Invoice period start and end dates
3. Provide a breakdown of all the Contract Bid Items in enough detail to facilitate continued evaluation for payment and progress reports. Provide a separate line item in the Schedule of Values for each of the following:
 - a. Divide the cost associated with each line item into installation and material components. The sum of materials and installation costs shall equal the Contract Price.
 - b. Cost of Subcontractors or services for each subsequent stage of completion and for total completion for that part of work.

- c. Cost of unique features or scopes of work and activity levels corresponding to the baseline CPM schedule.
 - d. Include line items for allowance bid items.
- C. Schedule Updating: Update and resubmit the Schedule of Values before the next invoice for payment when Change Orders result in a change in the Contract Price.
- D. The District shall withhold the sum of 5% of the amount of each progress payment to the Contractor as retainage in accordance with RCW Chapter 60.28 of the Revised Code of the State of Washington.

If the District is requested in writing by the Contractor, the monies reserved hereunder (retainage) shall be placed in escrow with a mutually agreed upon bank or trust company by the District and interest on such escrowed funds shall be paid to the Contractor as said interest accrues, all as more fully provided in RCW Chapter 60.28. However, any payments made to the Contractor hereunder shall not relieve the Contractor from responsibility under provision of the Contract and warranties. Payment is not to be construed as acceptance by District or certification that the Contractor has performed the work correctly or according to Contract Documents.

- E. Variations in Quantities: The quantity estimates for Bid Unit Price Items are approximate. Contractor is specifically advised that the nature of portions of Work included under this Contract is such that large variations in actual quantities are possible for Bid Unit Price Items. Variation of the quantity of Unit Price Bid Item from the estimated quantity set forth in the Bid Form by more than 25% in either direction shall be grounds for re-negotiation by the Contractor and the District of the Bid Unit Price for that Bid Item. If the actual quantity measured for construction of any Bid Item varies from the estimated quantity set forth in the Bid Form by more than 15% in either direction, the Contractor shall immediately notify the District Representative. The Contractor shall not be compensated for any quantity of a unit price Bid Item provided that is in excess of 15% of the estimated quantity for that Bid Item set forth in the Bid Form without written authorization from the District Representative.

Allowance Bid Items have been added to cover events that have been identified but cannot be quantified during execution of work under this Contract. Allowance Bid Items as set forth in the Bid Form may have a quantity of zero upon the completion of the Contract. Variation in the quantity of Allowance Bid Items will not be grounds for renegotiation of Unit Bid Prices unless agreed to by the District Representative. Any quantity or value remaining from Allowance Bid Items at the completion of the Contract will not be paid to the Contractor but shall revert to the District.

- F. The Contractor and each and every Subcontractor of the Contractor or a Subcontractor shall report its final apprentice labor hours on the Affidavits of Wages Paid to the Department of Labor and Industries using the My L&I Contractor Portal. The Affidavit of Wages Paid will be used to confirm that no less than 15% of the labor hours, as defined in RCW 39.04.310(4), was performed by apprentices.

Apprenticeship utilization goals should be met. As such, upon Contract completion and approval of all Affidavits of Wages paid for Contractor and all Subcontractors, Contractor may submit its final invoice and include the monetary incentive (Bid Item No. 2) in accordance with RCW 39.04.320(4)(b) if apprenticeship utilization goals were met. In the

event the Bid Item Price for Apprenticeship Utilization Goals Met exceeds 1% of the Total Bid Price (not to exceed \$150,000.00), the excess shall be reduced from Bid Item No. 2 and the corrected total shall be reflected in the Total Bid Price. However, if the apprenticeship utilization goals were not met, and the District did not approve a Good Faith Effort (GFE) submitted by the Contractor, the District shall assess a monetary penalty in accordance with RCW 39.04.320(4)(b) from Contractor's final invoice. Penalty amount shall be limited to 1% of the Total Bid Price (not to exceed \$150,000.00).

If a project does not meet the required 15% apprentice utilization rate, the Contractor can request a GFE approval from the District. GFE documentation must be submitted to the District Representative as soon as it is known that the apprenticeship requirement cannot be met. Waiting until completion or near completion of the project to submit information is not acceptable. The GFE request must be written and should, a.) detail efforts made to attain apprentice labor, b.) explain why the project is anticipated to fall short (or provide other justification for the project not achieving the 15% utilization rate), and c.) include documentation to verify the GFE claim. The District Representative will review the Contractor's good faith documentation to determine that:

- The situations documented by the Contractor represent a legitimate GFE; and
- The shortfall in apprentice participation is attributable to the situations documented by the Contractor in the GFE.

A GFE that does not meet BOTH of the above criteria will not be accepted. The GFE is for the entire project, not for any individual Contractor and/or Subcontractor. The District Representative will forward a GFE request to the Procurement Officer along with an evaluation of the request and a recommendation to approve or deny. The Procurement Officer will issue a final written determination. If approved, GFE request and supporting documentation, along with the approval will be uploaded to the L&I Awarding Agency Portal.

The District shall report apprenticeship utilization by Contractor and all Subcontractors to the Department of Labor and Industries through the Notice of Completion of Public Works Contract upon Contract completion and approval of all Affidavits of Wages Paid.

GC-13. PAYMENTS WITHHELD

In addition to the above percentage retained, the District may withhold the whole or part of any payment to such extent as may be reasonably necessary to protect itself from loss on account of:

- A. Defective or damaged work not remedied or warranties not met.
- B. Unresolved noncompliance with any provision of this Contract.
- C. Claims filed or reasonable evidence indicating filing of claims against the Contractor.
- D. Failure of the Contractor to make payments properly to Subcontractors or for materials, labor, or equipment.
- E. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- F. Damage to another Contractor.

- G. Damage to or loss of District furnished materials or District property.
- H. Contractor's failure to meet any performance warranties required by the Contract Documents.
- I. Contractor's liability for payments due to the District as the result of terms and conditions of these Contract Documents.
- J. Engineering effort associated with the review of any submittal beyond the initial submission and one subsequent resubmission. Engineering effort associated with the review of any RFI resubmitted after receipt of a comprehensive response is issued to the Contractor.
- K. The Contractor shall provide a contact name, address, and email address to facilitate notification if any payment, or portion of any payment, is withheld for any of the reasons above, or for missing documentation or items incorrectly invoiced. Notification shall be made via email, or shall be mailed, properly addressed and stamped with the required postage to the person designated by the Contractor.

GC-14. ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed all work in accordance with the terms of the Contract Documents, the Contractor shall properly execute and submit final invoice to Accounts Payable. Once final invoice has been processed, the District's Procurement Department will issue the Certificate of Completion and Release to be executed by the Contractor and returned to the Procurement Officer. The Certificate of Completion and Release shall constitute a waiver of all claims by the Contractor except for unsettled claims specifically stated, if any.

The Certificate of Completion and Release shall warrant that the Contractor has fully completed its work included in the Contract and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from this Contract. If any dispute exists between the Contractor and any person, firm or corporation to which the Contractor might be obligated in connection with this Contract, the Contractor shall state the name of claimant and amount and general nature of claim against the Contractor. The Certificate of Completion and Release shall state the amount and nature of all present and future claims that the Contractor may have against the District relative to this Contract. The Contract work shall not be complete until after the Contractor has returned to the Procurement Officer a properly completed Certificate of Completion and Release.

Upon receipt of Certificate of Completion and Release by the Procurement Officer, the District Representative provides a recommendation relative to Final Acceptance. The District shall, within a reasonable time, take action on Final Acceptance. Such action shall be subject to the condition of the Payment and Performance Bond, legal rights of the District, required warranties, and correction of faulty work discovered after final payment. The District shall have the right to retain from any payment then due the Contractor, so long as any bills or claims remain unsettled and outstanding, a sum sufficient, in the opinion of the District, to provide for the payment of the same. It is also understood and agreed that, in the case of any breach or damage by the Contractor of the provisions hereof, the District may retain from any payment or payments a sufficient sum in the opinion of the District which may become due under any obligation of the District.

Sixty days after Final Acceptance, retainage may be released to the Contractor; provided, however, that there are no claims filed of materialmen or laborers and that the District has received the certificate of the Washington State Department of Revenue of payment in full of all taxes,

Employment Security Department release, the approved Washington State Department of Labor and Industries Certificate of Release of the State's Lien on Public Works Contracts form and the approved affidavit showing payment of prevailing wages for the Contractor and any Subcontractors. If any liens remain unsatisfied from the retainage, the Contractor shall refund to the District such amounts as the District may have been compelled to pay in discharging such liens including all costs and reasonable legal fees.

GC-15. DISTRICT REPRESENTATIVE'S STATUS, AUTHORITY AND PROTEST PROCEDURE

The District Representative shall represent the District. The District Representative has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. District Representative shall also have authority to reject all work, equipment, and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

Approval by the District Representative signifies favorable opinion and qualified consent. It does not carry with it certification, assurance of completeness, assurance of quality, nor assurance of accuracy concerning details, dimensions, and quantities. It is not an acceptance by the District or certification that Contractor has performed the Contract work correctly or according to Contract Documents. Such approval shall not relieve the Contractor from responsibility for errors or for deficiencies within its control.

All claims of the Contractor and all questions relating to the interpretation of the Contract, including all questions as to the acceptable fulfillment of the Contract on the part of the Contractor and all questions as to compensation, shall be submitted in writing to the District Representative for determination within the applicable time period specified in the Contract Documents.

All such determination and other instructions of the District Representative shall be final unless the Contractor shall file with the District Representative a written protest, stating clearly and in detail the basis thereof, within 10 days after the District Representative notifies the Contractor of such determination or instruction. The protest shall be forwarded by the District Representative to the District's General Manager, who shall issue a decision upon each such protest, and its decision shall be final. Pending such decision, the Contractor, if required by the District Representative, shall proceed with the work in accordance with the determination or instructions of the District Representative.

The District Representative may appoint assistants and inspectors to assist in determining that the work performed and materials furnished comply with Contract requirements. Such assistants and inspectors shall have authority to reject defective material and suspend any work that is being done improperly, subject to the final decisions of the District Representative, or to exercise such additional authority as may be delegated to them by the District Representative. All work done and all materials furnished shall be subject to inspections by the District Representative or inspector at all times during the work.

The District Representative and contact information for this Contract is listed below.

Logan Castle
Public Utility District No. 2
of Grant County, Washington
PO Box D4
14352 Highway 243 S Building 6

Beverly, WA 99321
(509) 859-6700
lcastle@gcpud.org

GC-16. COOPERATION WITH OTHERS

There may be other contractors or forces of the District working the same area where work under this Contract shall be performed. The Contractor shall fully cooperate with such other contractors and the District's employees and carefully fit their work with the other work consistent with orderly and expeditious performance and completion of the project as a whole.

GC-17. WAGES PAID BY THE CONTRACTOR

Contractor and its Subcontractors shall comply with all provisions of RCW Chapter 39.12 and Section 2.5 of the Collective Bargaining Agreement (hereinafter referred to as Section 2.5) between the District and IBEW Local No. 77. A copy of Section 2.5 is attached hereto as Exhibit "I". Contractor and its Subcontractors shall pay all laborers, workmen, or mechanics employed by it or them in the performance of this Contract the greater of: (1) the applicable state prevailing wage rate required by (RCW Chapter 39.12); or (2) the applicable wage rate required by Section 2.5. In the event the applicable wage rate(s) required to be paid by the Contractor or its Subcontractors change during the performance of this Contract, Contractor and its Subcontractors shall make any required adjustment so as to fully comply with any applicable state prevailing wage rate law (RCW Chapter 39.12) and Section 2.5. Notwithstanding the foregoing, the District shall not be required to make any adjustment in the Contract Price as a result of changes in either the state prevailing wage rate law or Section 2.5, except as provided in WAC 296-127-023.

Prior to any payments being made to Contractor, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor shall file a "Statement of Intent to Pay Prevailing Wages" which has been approved by the Department of Labor and Industries as required by RCW 39.12.040. Contractor shall be responsible for accuracy of Intents filed by each and every Subcontractor of the Contractor or a Subcontractor, including apprenticeship utilization requirements, if applicable.

Washington State hourly prevailing wage rates are located at:
<https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. It shall be the Contractor's responsibility to determine the locality of the work and to confirm with the Washington State Department of Labor and Industries, prior to the Bid due date, that the appropriate classification of work and most current version of the prevailing wage rates are utilized in the preparation of the Contractor's Bid.

GC-18. INSURANCE

- A. Prior to the commencement of any work under this Contract, and at all times during the term of this Contract, Contractor shall obtain and maintain continuously, at its own expense a policy, or policies of insurance with insurance companies rated A- VII or better by A.M. Best, as enumerated below. Any deductible, self-insured retention or coverage via captive \$25K or above must be disclosed and is subject to approval by District's Risk Manager. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor and not recoverable under any part of this Contract.

Contractor Required Insurance

1. **General Liability Insurance:** Commercial general liability insurance, covering all operations by or on behalf of Contractor against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:
 - a. Premises and Operations;
 - b. Products and Completed Operations;
 - c. Contractual Liability;
 - d. Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract);
 - e. Such insurance shall not exclude coverage for action-over liability claims;
 - f. Such insurance shall not exclude coverage for Explosion (X), Collapse (C) and Underground Hazards (U).

with the following **minimum limits:**

- g. \$1,000,000 Each Occurrence
- h. \$1,000,000 Personal Injury Liability
- i. \$2,000,000 General Aggregate (per project)
- j. \$2,000,000 Products and Completed Operations Aggregate

Commercial general liability insurance will include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

2. **Workers' Compensation and Stop Gap Employers Liability:** When applicable, Workers' Compensation Insurance as required by law for all employees. Employer's Liability Insurance, including Occupational Disease coverage, in the amount of **\$1,000,000 for Each Accident, Each Employee, and Policy Limit**. Employer's Liability may be procured as an endorsement to the commercial general liability via the Stop Gap Coverage endorsement. The Contractor expressly agrees to comply with all provisions of the Workers' Compensation Laws of the states or countries where the work is being performed, including the provisions of Title 51 of the Revised Code of Washington for all work occurring in the State of Washington.

If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers (USL&H) Act, Jones Act, or under U.S. laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Such coverage shall include USL&H and/or Maritime Employer's Liability (MEL).

3. **Automobile Liability Insurance:** Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned (if any), rented, leased, non-owned, and hired vehicles used in the performance of the work, with a **minimum limit of \$1,000,000 per accident** for bodily injury, property damage or death combined and containing appropriate uninsured motorist and No-Fault insurance provision, where applicable.

Automobile liability insurance will include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

4. **Excess Insurance:** Excess (or Umbrella) Liability insurance with a **minimum limit of \$20,000,000 per occurrence and in the aggregate**. This insurance shall provide coverage in excess of the underlying primary liability limits, terms, and conditions for each category of liability insurance in the foregoing subsections 1, 2 (Employer's Liability only) and 3. If this insurance is written on a claims-made policy form, then the policy shall be endorsed to include an automatic extended reporting period of at least five years or the statute of repose.

Excess/umbrella liability insurance will include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

5. **Pollution Liability Insurance with a minimum limit of \$5,000,000.** Pollution liability coverage shall cover bodily injury, property damage, including cleanup costs and defense costs resulting from sudden and gradual pollution conditions of contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water.

Pollution liability insurance shall include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

If Contractor shall hire Subcontractor for all operations and risk involving pollution exposure, this requirement may be satisfied by Subcontractor's policies. Contractor shall impute the insurance requirements stated in this section to Subcontractor by written contract or written agreement. Any exceptions must be mutually agreed in writing with the District.

6. **Protection and Indemnity (P&I) Insurance:** Protection and indemnity insurance with a **minimum limit of \$5,000,000** per occurrence for bodily injury and property damage if the performance of the Work requires the use of any watercraft that is non-owned, leased, rented, or chartered by Contractor or any of its subcontractors. Such insurance shall also include coverage for property damage liability, tower's liability, marine contractual liability, wreck/debris removal, and liability for seepage, pollution, containment and cleanup.

P&I insurance will include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

If Contractor shall hire Subcontractor for all operations and risk involving P&I exposure, this requirement may be satisfied by Subcontractor's policies. Contractor shall impute the insurance requirements stated in this section to Subcontractor by written contract or written agreement. Any exceptions must be mutually agreed in writing with the District.

7. **Major Subcontractors.** Contractor shall require Subcontractors with subcontracts having a value in excess of \$10,000,000 to obtain and maintain the insurance coverages listed in Section A above throughout the duration of the project, specific to Subcontractors' work and activities that are directly or indirectly associated with this project; provided, however, Subcontractors' Umbrella Liability insurance may be reduced to:

\$4,000,000 Each Occurrence

\$4,000,000 General Aggregate Limit

\$4,000,000 Products-Completed Operations Aggregate Limit

Other Subcontractors. Contractor shall require Subcontractors with subcontracts having a value less than \$1,000,000 to obtain and maintain, at a minimum, commercial general liability insurance, stop gap employers liability and auto liability insurance as described in Section A.1-3 above at all times while worker's Compensation Law contained in Title 51 of the Revised Code of Washington for all work performed in the State of Washington.

- B. Evidence of Insurance - Prior to performing any Services, and within 10 days after receipt of the Contract Award, then annually thereafter, the Contractor shall file with the District a Certificate of Insurance showing the Insuring Companies, policy numbers, effective dates, limits of liability and deductibles with copies of the endorsements or policy documents where policy terms required under Section A are met.

Failure of the District to demand such certificate or other evidence of compliance with these insurance requirements or failure of the District to identify a deficiency from the provided evidence shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. Acceptance by the District of any certificate or other evidence of compliance does not constitute approval or agreement by the District that the insurance requirements have been met or that the policies shown in the certificates or other evidence are in compliance with the requirements.

The District shall have the right but not the obligation of prohibiting the Contractor or Subcontractor from entering the project site until such certificates or other evidence of insurance has been provided in full compliance with these requirements. If the Contractor fails to maintain insurance as set forth above, the District may purchase such insurance at the Contractor's expense. The Contractor's failure to maintain the required insurance may result in termination of this Contract at the District's option.

- C. Subcontractors - Contractor shall ensure that each Subcontractor meets the applicable insurance requirements and specifications of this Contract. All coverage for Subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Contractor shall furnish the District with copies of certificates of insurance evidencing coverage for each Subcontractor upon request.
- D. Cancellation of Insurance - The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse. Insurance companies, to the extent commercially available, or Contractor shall provide 30 days advance written notice to the District for cancellation or any material change in coverage or condition, except 10 days' advance written notice for cancellation due to non-payment of premium. Should the Contractor receive any notice of cancellation or notice of nonrenewal from its insurer(s), Contractor shall provide immediate notice to the District no later than two days following receipt of such notice from the insurer. Notice to the District shall be delivered by email.

GC-19. SAFETY

The Contractor shall comply with the safety requirements of these Contract Documents, all District policies pertaining to COVID-19 located at <https://www.grantpud.org/for-contractors> and the

current version of the applicable requirements of the following codes and standards (including reports and records as required) which includes but are not limited to:

Applicable Local Codes and Statutes	
American Concrete Institute	(ACI)
American Institute of Steel Construction	(AISC)
American National Standards Institute	(ANSI)
American Society of Civil Engineers	(ASCE)
American Society of Mechanical Engineers	(ASME)
American Society for Testing and Materials	(ASTM)
American Welding Society	(AWS)
American Wood Preservers Association	(AWPA)
Division of Occupational Safety and Health	(DOSH)
Edison Electric Institute	(EEI)
Institute of Electrical & Electronics Engineers	(IEEE)
Insulated Cable Engineers' Association	(ICES)
International Building Code	(IBC)
International Energy Conservation Code	(IECC)
International Existing Building Code	(IEBC)
International Fire Code	(IFC)
International Mechanical Code	(IMC)
International Plumbing Code	(IPC)
National Electrical Code	(NEC)
National Electrical Manufacturers' Association	(NEMA)
National Electrical Safety Code	(NESC)
National Fire Protection Association	(NFPA)
Occupational Safety and Health Administration	(OSHA)
Washington Administrative Code	(WAC)
Washington Industrial Safety & Health Act	(WISHA)
Washington State Department of Ecology	(WSDOE)
Washington State Department of Health	(WSDOH)
Washington State Department of Transportation	(WSDOT)
Washington State Department of Labor & Industries	(LNI)
Washington State Energy Code	(WSEC)
United States Environmental Protection Agency	(EPA)

Any accidents or damage to District property shall be reported immediately to the District Representative in accordance with the Contractor Safety Requirements section of these Contract Documents.

Nothing herein shall be deemed to impose any duty or obligation on the District to determine the adequacy or sufficiency of the Contractor and Subcontractors' safety programs. Contractors and Subcontractors remain solely responsible for safety of the general public and employees, as provided herein.

GC-20. INSPECTION

The District Representative, assistants and inspectors shall have safe access to all places where work is being done or where materials are being manufactured or prepared for use under these Contract Documents and they shall have full access to facilities for unrestricted inspection during working hours of such materials, equipment and work. The District Representative, assistants and inspectors

shall be authorized to record their observations in any manner reasonable, including but not limited to recording by photographs.

The District Representative shall be kept informed of the production schedules so that inspections may be adequately performed. The Contractor shall give timely notice of any inspections required or desirable. Re-examination of questioned work may be ordered by the District Representative, and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the District shall pay the costs of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall bear such cost and expedite such necessary corrections.

GC-21. CONFLICT AND PRECEDENCE/INTENT

- A. In the event there are any conflicting provisions or requirements in the component parts of the Contract, the several Contract Documents shall take precedence in the following order:
 - 1. Change Orders
 - 2. Contractor Safety Requirements
 - 3. Contract Form
 - 4. Addenda
 - 5. Specific Requirements
 - 6. General Conditions
 - 7. Technical Specifications
 - 8. Contract Drawings
 - 9. Instructions to Bidders
 - 10. Payment and Performance Bond
 - 11. Bid Proposal
- B. The intent of the Contract Documents is to prescribe a complete work. Contractor shall furnish all labor, tools, equipment, transportation, supplies and incidentals required to complete all work. The Contract Price, whether lump sum or unit prices or a combination thereof, shall be full pay for all work and equipment required to fully complete the Contract work.

GC-22. PRE-WORK CONFERENCE

The Contractor, upon notification by the District, shall be required to attend a pre-work conference prior to starting any work, as outlined in Section SR-2,A. The purpose of the conference is to discuss, among other considerations, the responsibility of the Contractor and its Subcontractors in the prosecution and progress of the work. The conference, shall be held on a date mutually agreed upon by the Contractor and the District Representative.

GC-23. PROGRESS MEETINGS

Progress review meetings shall be held at regular intervals as deemed necessary by the District Representative. Progress meetings shall be utilized to review the work schedule and discuss any

delays, unusual conditions, or critical items which have affected or could affect the progress of the work.

Time is of the essence for this Contract. If at any time during the progress of work, the Contractor's actual progress, in the opinion of the District Representative, is inadequate to meet the Contract completion dates, the District may issue a written notice of noncompliance to the Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by the District Representative, the Contractor does not improve performance to meet the work schedule, the District may direct the Contractor to accelerate the work through an increase in the Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and/or an increase in the amount of plant; all without additional cost to the District. Neither such notice by the District nor the District's failure to issue such notice shall relieve the Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract.

Failure of the Contractor to comply with the instructions of the District may be grounds for determination by the District that the Contractor is not prosecuting its work with such diligence as shall assure completion within the times specified. Upon such determination, the District may terminate the Contractor's right to proceed with the performance of the Contract, or any separable part thereof in accordance with Section GC-4.

GC-24. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of work by any unforeseeable causes beyond the control of the Contractor, the Contract time shall be extended for such reasonable time as the District Representative shall determine. The Contractor agrees to complete the work within the Contract time as thus extended. Such extensions shall postpone the beginning of period for payment of liquidated damages but they and the events producing them shall not be grounds for claim by the Contractor of damages or for additional costs, expenses, overhead or profit or other compensation. Except for delays caused by the acts or omissions of the District or persons acting for it, extensions of time granted by the District Representative to the Contractor shall be the Contractor's sole and exclusive remedy for any delays due to causes beyond the control of the Contractor.

All claims for extension of time shall be made in writing to the District no more than three days after the Contractor knows or by reasonable diligence should know of the event causing or likely to cause the delay; otherwise, they shall be waived. In the case of a continuing cause of delay only one claim is necessary. Contractor's failure to give such notice promptly and within such time limit shall be deemed sufficient reason by the District Representative for denial of any time extension request.

Avoidable delays in the prosecution or completion of the work, for which no time extension shall be granted, shall include all delays which in the opinion of the District Representative could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or its Subcontractors. Additionally, delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified shall constitute avoidable delays for which no time extension shall be granted.

All changes of the time or changes of the schedule shall be made by Change Orders to the Contract pursuant to Section GC-11.

GC-25. AUDIT OF RECORDS

Contractor shall maintain records and accounts in accordance with Generally Accepted Accounting Principles (GAAP) in connection with the performance of the Contract which shall accurately document incurred costs both direct and indirect, of whatever nature. If District Representative establishes uniform codes of accounts for the project, Contractor shall use such codes in identifying its records and accounts. District Representative or their representatives shall have the right to examine and copy at all reasonable times, with advance notification, Contractor's records and accounts for the limited purpose of verifying requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Contract Price adjustments and claims. Contractor shall make all records and accounts available to the District for inspection and copying at the District's main offices in Ephrata, Washington.

GC-26. DISTRICT'S USE OF CONSTRUCTION AND/OR EQUIPMENT

- A. The District shall have the right to take possession of, use and collect revenues from any completed, partially completed, satisfactory or unsatisfactory portions of the work after the time for completion of the work has expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.
- B. The District shall be responsible for damages incurred as a result of use of the work except when such damages occur as a result of uncompleted work or faulty workmanship or materials. Prior to using any portion of the work, the District may notify the Contractor of inventory of work yet to be completed.
- C. During the progress of the work it may be necessary for the District to have access to the facilities to install certain material.
- D. The District shall have the right to operate all equipment as soon and as long as it is in operational condition, whether or not such equipment has been accepted as complete and satisfactory, except that this shall not be construed to permit operation of any equipment which may be materially damaged by such operation before any required alterations or repairs have been made. All repairs or alterations required by the Contractor shall be made by the Contractor at such times as directed and in such manner as shall cause the minimum interruption in the use of the equipment by the District.

GC-27. ENVIRONMENTAL CONTROL

The Contractor and any Subcontractors shall comply with the requirements of all project permits included within Exhibit "S", Permit Documents and requirements included in Section SR-45. The Contractor and Subcontractors shall comply with all applicable state and federal environmental regulations. Contractor shall take suitable measures and provide suitable facilities to prevent pollution, oil and chemical spills, soil erosion and the introduction of any substances or materials into any stream, river, lake or any other body of water which may pollute or silt the water or constitute substances or materials deleterious to fish or wildlife. Contractor shall limit the disturbance to naturally vegetation at the barge loading areas and limit ground disturbance within the 200 ft shoreline zone. Further, Contractor shall use all reasonable efforts to maintain the site of the work free from fugitive dust (i.e. dust that becomes airborne or visual). Contractor shall be responsible for all cost of corrective measures required as a result of any pollution, erosion or siltation, including its effects on adjacent properties.

GC-28. TAXES

- A. Except for the Washington State retail sales and use taxes as may be levied upon the Contract, pursuant to RCW Chapters 82.08 and 82.12, the Contract Price includes and the Contractor shall have the full exclusive liability for the payment of all taxes, levies, duties, tariffs and assessments of every nature due and payable in connection with this Contract or its employees and Subcontractors performing work related to this Contract.
- B. Washington State retail sales tax and use taxes levied upon this Contract pursuant to RCW Chapters 82.08 and 82.12 are excluded from the rates and if applicable will be reimbursed as follows:
 - 1. If the Contractor has, or is required to have a valid Washington State sales tax identification number, the identification number shall be furnished to the District upon request. The Contractor shall make payment of any Washington State retail sales and use taxes due and Contractor shall be reimbursed by the District for the same. Contractor shall be solely responsible for any interest or penalties arising from late or untimely payment of said taxes.
 - 2. If the Contractor is not required to have a valid Washington State sales tax identification number, it shall notify the District of the same. In such event, the District, after receiving proper invoices from Contractor, shall make payment of said Washington State retail sales and use taxes levied upon this Contract to the Washington State Department of Revenue.

GC-29. BOND IN LIEU OF RETAINAGE

Pursuant to RCW Chapter 60.28, the Contractor may submit a bond in lieu of the retainage that the District would otherwise keep under the terms of this Contract and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the form provided with these Contract Documents (see Exhibit "J"). In the event the Contractor fails at any time to pay persons protected under RCW Chapter 60.28 or the District has reason to believe that the District or other obligee under the bond has a claim against the retainage or for other good cause, the District may, at its option, resume retaining from monies earned by the Contractor in such amount as it would otherwise be entitled to retain had the bond not been accepted. Notwithstanding the District's resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Contractor. After the Contractor has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to the terms of the bond. Not less than 30 days following Final Acceptance, District receipt of an Affidavit of Wages Paid approved by the Washington State Department of Labor & Industries, and District receipt of the proper releases from Washington State Department of Revenue, Employment Security Department, and Washington State Department of Labor and Industries, the original Bond in Lieu of Retainage shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. Any costs associated with the Bond in Lieu of Retainage shall be included in the Total Bid Price.

GC-30. NON-WAIVER

No waiver of any provision of this Contract, or any rights or obligations of either party under this Contract, shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. The failure of either party to require the performance of any

term of this Contract or the waiver of either party of any breach under this Contract shall not operate or be construed as a waiver of any other provision hereof, nor shall it be construed as a waiver of any subsequent breach by the other party hereto.

GC-31. OWNERSHIP OF WORK PRODUCT/COPYRIGHT

- A. All rights in the various work produced for or under this Contract, including but not limited to study plans, results, drafts, charts, graphs, videos, summaries and any other forms of presentation, collectively referred to as "Work Product" shall belong to and be the exclusive property of the District. Contractor shall not use the Work Product outside the scope of this Contract without express written permission from the District.
- B. Contractor acknowledges and agrees that all services/work are specifically ordered under an agreement with Public Utility District No. 2 of Grant County, Washington, and shall be considered "work made for hire" and "Work Product" for purposes of copyright. All copyright interest in Work Product shall belong to and be the exclusive property of the District.
- C. Contractor shall attach and require each of its Subcontractors to attach the following statement to all Work Product:

©. PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON. ALL RIGHTS RESERVED UNDER U.S. AND FOREIGN LAW, TREATIES AND CONVENTIONS.

THE ATTACHED WORK WAS SPECIFICALLY ORDERED UNDER AN AGREEMENT WITH PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON. ALL RIGHTS IN THE VARIOUS WORK PRODUCED FOR OR UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO STUDY PLANS AND STUDY RESULTS, DRAFTS, CHARTS, GRAPHS AND OTHER FORMS OF PRESENTATION, SUMMARIES AND FINAL WORK PRODUCTS, ARE THE EXCLUSIVE PROPERTY OF THE DISTRICT.

- D. Upon final acceptance or termination of this Contract, Contractor shall immediately turn over to the District all Work Product. This does not prevent the Contractor from making a file copy for their records.

SPECIFIC REQUIREMENTS

SR-1. SCOPE OF WORK/WORK TO BE PERFORMED BY THE CONTRACTOR

The Contractor shall furnish all materials, equipment, machinery, tools, plant, labor, and transportation to perform the work specified in these Contract Documents for the Priest Rapids Spillway Stability Improvement Project located on the Columbia River Mile 397 at 29086 Highway 243 S, Mattawa, WA 99349 in Yakima County, Washington. The exact location of the project is as indicated on the “Project Location Map” and “Vicinity Map” in the Contract Drawings.

Without intending to limit or restrict the extent of work required under this Contract, work to be performed in accordance with the Contract Documents comprises the following:

- A. Prepare stamped drawings and calculations showing the method and details of:
 - 1. Support of ogee work access platforms.
 - 2. Barge anchorage system.
- B. Installing spillway access platforms to facilitate access to each spillway bay.
- C. Mobilization and use of barge(s) and mobile cranes to support construction operations.
- D. Furnish, install, stress and test two pre-production post-tensioned rock anchors and drilled concrete caissons at the location shown on the Contract Drawings.
- E. Furnish, install, stress and test a total of 38 vertical post-tensioned anchors in the ogee spillway, including drilling, within spillway bays numbers 1 through 19.
- F. Dewater and spoil drill cuttings, and properly dispose of construction and demolition debris off-site.
- G. Provide temporary erosion and sediment control measures.
- H. Coordinate with District Operations personnel regarding spillway releases and use of the site.
- I. Facilitate public and District access across the spillway throughout the work by providing temporary traffic control.
- J. Perform site restoration upon completion of work.

SR-2. COMPLETION SCHEDULE/LIQUIDATED DAMAGES

- A. Completion Schedule

The Contractor shall not commence any work under this Contract until after all of the following: (1) receipt of notification of Contract Award; (2) full execution of the Contract Form; (3) providing the required Payment and Performance Bond; (4) providing the required Insurance Certificates; (5) attending the pre-work conference; (6) acceptance by the District of the Contractor’s 60 day bar chart type Plan of Operation in accordance with Technical Specification Section 01 32 14; (7) acceptance by the District of the Contractor’s Site Specific

Safety Plan; and (8) receipt of Notice to Proceed signed by the District. The Contractor shall complete such work in a diligent and workmanlike manner.

Notice to Proceed – The anticipated date for work to commence onsite issued in the Notice to Proceed is April 1, 2026.

Milestone No. 1 - Pre-production anchors shall be completed no later than 130 working days following the date for work to commence issued in the Notice to Proceed. Pre-production anchors are completed when complete quality testing, performance testing, and extended lift-off test data is submitted in accordance with Technical Specification Section 31 68 13. Contractor shall provide installation and test reports, including all submittals required in Technical Specifications, as documentation of Milestone No. 1 completion to the District Representative. A review and approval period up to 20 business days shall be anticipated for preproduction anchors following completion of Milestone 1 in accordance with Technical Specification 31 68 13 Article 3.01A and SR-36 FERC Dam Safety Requirements.

Milestone No. 2 – Completion of all work occurring in the Spillway and Forebay Hazard Barrier shall be completed no later than 285 working days following review and approval of preproduction anchors. A review and approval period up to 20 business days shall be anticipated for preproduction anchors following completion of Milestone 1 in accordance with Technical Specification Section 31 68 13 Article 3.01A and SR-36 FERC Dam Safety Requirements. All work complete shall include all spillway anchors, removal of all working platforms and support equipment to allow operation of all spillway gates, removal of temporary floating barrier, and demobilization of all barges and any placed anchorage within the Forebay Hazard Barrier.

Final Completion of all remaining work shall be completed within 40 working days following completion of Milestone 2.

Please see Instructions to Bidders Section 7 for completion specified after the duration above. It is expressly understood and agreed, by and between the Contractor and the District that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual conditions prevailing in this locality.

B. Liquidated Damages

If the said Contractor shall neglect, fail, or refuse to complete the work within the required time, or any proper extension thereof granted by the District in accordance with Section SR-14 and/or Section GC-11.C, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the District the amount of \$10,000.00 per day for the final completion date only, not as a penalty but as liquidated damages for each and every day between the day stipulated for completion of said work, and the day upon which the work is satisfactorily completed.

The Contractor shall complete all work in the spillway bays 16, 17, 18, and 19 in accordance with the Contract requirements. If the Contractor shall fail to complete work, or demobilize and protect in-progress work in accordance with Section SR-39, within spillway bays 16,

17,18, and 19 prior to the start of seasonal Fish Bypass Operation (starting between April 1st and April 15th as defined in Section SR-39 A.3) resulting in the District being unable to safely operate the Fish Bypass, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the District the amount of \$50,000.00 per day for each calendar day the Fish Bypass cannot be operated as liquated damages.

The liquated damages have been specifically negotiated by and between the Contractor and the District because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages, and said amount has been determined to be a reasonable estimate of the amount of damages which the District would sustain in the event of late completion of the work. The amount of these liquated damages under this section shall be limited to 25% of the Contract Price.

C. Contract Schedule

The Contractor shall prepare and submit schedule information to the District in accordance with Technical Specifications, Section 01 32 14. The Contractor shall submit an initial Baseline CPM schedule no later than 30 calendar days following Contract Award. The Contractor shall consider long lead material time typically encountered on a post-tensioned anchor project during preparation of the CPM schedule. See Section SR-4.

The Contractor shall assign such forces and execute the work in such a manner as to assure compliance with the approved schedule.

SR-3. MILESTONE COMPLETION

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, Change Orders, District Instructions, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, actions of suppliers, Subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, or other such events, and forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Milestone completion date. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Milestone work by the required completion date, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

If the District determines that there is an impact to the Milestone completion date directly and substantially affecting the Contractor's operations on the Contract, and the District decides to proceed with the work, the Contractor and the District shall agree as to the number of days to extend the Milestone completion date. In the event the Contractor and District are unable to agree to the number of days to extend the Milestone completion date, the District shall unilaterally determine the number of days to extend the Milestone completion date reasonably necessary and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of days determined by the District were arbitrary or without any reasonable basis.

Any work, turned over to the District, that in the sole opinion of the District, is determined not to be in compliance with the Technical Specifications, and/or Contract Drawings shall be reassigned to the

Contractor for rework/completion. The time required for this rework/completion shall be added to the Milestone completion date with liquidated damages applied accordingly. If the Contractor has not resolved the District's issues and returned reworked item(s) to the District, then the District shall make the corrections/modifications and deduct the cost of this work from any monies due to the Contractor.

SR-4. MATERIALS AND EQUIPMENT

A. Materials Furnished By Contractor

The Contractor shall purchase and furnish for this Contract all materials for the project except for the equipment and materials which shall be supplied by the District. Approved materials to be furnished by the Contractor and incorporated into the work shall be new and of grades and quality specified. Any materials required for a completed project, that are not specified below as being furnished by the District are to be furnished by the Contractor.

Post Tensioned Anchor material shall be procured at earliest dates permitted by the Technical Specifications and order of work as shown in the accepted Contractor's CPM Schedule. The Contractor is responsible for determining Shop Drawing submittal schedule for sufficient time to allow review(s) and resubmission(s) as required by the District Representative. The Contractor may request expedited review of long lead time item(s) Shop Drawings such as the wedges and bearing plates. Expedited review request of specific shop drawings shall be made in writing to the District Representative and included (flagged) in the approved Contractor's CPM Schedule.

The Contractor may request approval for procurement of long lead material prior to receipt of the Notice to Proceed in writing to the District Representative after Section SR-2.A - Completion Schedule items (1) through (6) complete; (2) District Representative acceptance of the Contractor's CPM schedule demonstrating the need for procurement prior to receipt of Notice to Proceed; and (3) District representative approval of corresponding submittals.

B. Materials Furnished By District

Crushed surfacing base coarse aggregate from a District stockpile, as shown in the Contract Drawings, is available for Contractor's use to support staging areas and site restoration. Contractor shall track usage and report usage to the District Representative monthly. Usage of material shall not exceed 100 cubic yards without written approval from the District Representative.

SR-5. SUBSTITUTION OF MATERIALS AND EQUIPMENT

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the Technical Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article or piece of equipment or other manufacturers or vendors which shall perform adequately the duties imposed by the general design shall be considered equally acceptable, provided the material, article, or piece of equipment so proposed is, in the opinion of the District, of equal quality, substance, appearance and function.

A. REQUIREMENTS

1. The Contractor's Total Base Bid Price for the Work of this Contract shall be based on products, equipment and services listed by manufacturer's or supplier's name in the Technical Specifications.
2. Substitution requests shall not be the basis for extra charges above the Contractor's Total Base Bid Price for the Work, nor shall they be the basis for an increase in Contract time.
3. The Contractor shall bear the cost of making all mechanical, electrical, structural, utility, or other changes required to accommodate the proposed substitution.
4. Substitutions described in this Section shall not be construed as submittals as described in Technical Specifications, Section 01 33 00.

B. SUBMITTALS

1. The District Representative will consider requests for substitution if received within 35 calendar days after the date of Contract Award.
 - a. Requests received more than 35 calendar days after Contract Award may be considered or rejected at the sole discretion of the District.
 - b. The Contractor shall submit requests for substitution to the District Representative.
2. The Contractor shall provide complete supporting data identical to that required for the product, equipment, or service originally specified, including drawings, samples, literature or detailed information sufficient to demonstrate that the proposed substitution is equal, or greater, in quality and utility to the product, equipment, or service originally specified. The following additional information shall also be submitted:
 - a. Information regarding the effect of the substitution, if any, on the Construction Schedule.
 - b. Name and address and Licensed Professional Engineer contact information of similar projects on which the substituted product, equipment, or service has been used, and date of installation.
 - c. Signed statement that the proposed substitution is in full compliance with the Contract Documents; or, written direction of the District.
 - d. List of other work, if any, which may be affected by the substitution.
 - i. Provide complete details regarding changes in requirements for power or other support facilities, auxiliary equipment or structural modifications.
 - ii. The Contractor shall be responsible for the effect of a substitution upon related work, and pay the additional costs generated thereby to implement the substitution, including the engineering design services associated therewith.
 - iii. Information on availability of maintenance service and source of replacement materials.

- iv. Sample of manufacturer's standard form of warranty or guarantee for the proposed substitution.
 - v. Itemized comparison of proposed substitution with product, equipment, or service specified with significant variations identified.
 - vi. Include accurate cost data comparing proposed substitution with product, equipment, or service specified and amount of net change in Contract Price.
 - e. Include costs to other contractors and Subcontractors and costs for revisions to Contract Drawings, or Technical Specifications.
 - f. Indicate amount to be deducted from Contract Price if substitution request is accepted.
3. Manufacturer's Product Modifications: The Contractor may submit a request for substitution in accordance with this Section SR-5 if the specified product, equipment, or service has been modified or improved by the manufacturer. If approved, the substitution shall be at no additional cost to the District and shall be subject to the cost savings provisions specified herein.
4. The District will receive and consider Contractor's requests for substitution only under the following conditions as determined by the District. If the following conditions are not satisfied, the District Representative will return the request without action except to record noncompliance with the requirements.
- a. The burden of proof as to the type, function, and quality of proposed substitutions shall be upon the Contractor.
 - b. The District will determine the quality and utility of the Contractor's proposed substitutions. The District's decision shall be final.
 - c. Extensive revisions to the Contract Documents are not required.
 - d. The substitution requested is consistent with the general intent of the Contract Documents.
 - e. The request is timely, fully documented, and submitted in accordance with Section SR-5.
5. Substitutions will not be considered for acceptance when:
- a. Substitutions are indicated or implied on submittals without a formal request from the Contractor, regardless of whether or not the said submittal is accepted by the District.
 - b. Substitutions are requested directly by a Subcontractor or supplier.
 - c. Substitutions required by inability to obtain products, equipment, or services specified will not be acceptable grounds for increase in Contract Price or Contract time.
 - d. Substitute products, equipment or services shall not be ordered or released for fabrication without written acceptance by the District.

C. QUALITY ASSURANCE

- 1. The Contractor shall certify with each request for substitution that it:

- a. Has investigated the proposed substitution and determined that it is equal to, or superior to the product, equipment, or service specified;
- b. Will furnish the same warranty/guarantee or bond for the proposed substitution as for the product, equipment, or service specified;
- c. Will coordinate the installation of an accepted substitution into the Work and make such other changes as required to complete the Work in accordance with the Contract Documents and applicable regulatory requirements;
- d. Waives claims for additional costs and/or time extensions associated with the substitution, which may subsequently become apparent.

D. DISTRICT'S ACTIONS

- 1. All substitutions shall require written approval by the District Representative.
- 2. The District's approval of any substitution shall not relieve the Contractor from compliance with all other requirements of the Contract Documents and for adequacy of the substituted items.
- 3. The District will review requests for substitution and notify the Contractor in writing within 30 calendar days of receipt of a substitution request of acceptance or rejection of proposed substitutions. The following provisions shall apply:
 - a. The District will determine whether or not a product, equipment, or service is equal for the purpose intended in quality and utility to that specified.
 - b. The decision of the District on all such questions of equality and acceptability of proposed substitutions shall be final.
 - c. No claim of any sort shall be made or allowed against the District as a result of any final decision to accept or reject any proposed substitute product, equipment, or service.

SR-6. CONTRACT DRAWINGS & REFERENCE DOCUMENTS

- A. Contract Drawings (Exhibit "R"), Reference Documents (Exhibit "O"), FERC Dam Safety Documents (Exhibit "T"), and District Policies (Exhibit "U") which are denoted with a "SSI," "CEII," or "BCSI" under the SSI/CEII/BCSI column are classified as Security Sensitive Information (SSI), Critical Energy Infrastructure Information (CEII), or Bulk Electric System Cyber System Information (BCSI), are excluded from the drawing file, and will only be provided to Contractors who have met the qualification criteria as determined by the District in accordance with Instructions to Bidders Section 1 and have executed the Non-Disclosure Agreement attached as Exhibit "P".
- B. Reference Documents listed in Exhibit "O" are for informational purposes only. Neither the District nor the Engineer guaranty the accuracy or completeness of the information contained therein, and the furnishing of the Reference Documents to Bidders shall not be deemed to be a representation, warranty or guaranty by either the District or Engineer that conditions encountered in performing the Contract will be consistent with the information in the above referenced documents.
 - 1. The Contractor shall base their Bid solely on their own investigations and the conclusions drawn therefrom. If the information contained in the Reference

Documents deviates from conditions actually encountered, this deviation shall not serve as the basis for any claim for additional compensation to the Contractor.

2. The Contractor hereby distinctly agrees that neither the District nor the Engineer is responsible for the correctness or sufficiency of the information given, that in no event is this information to be considered as a part of the Contract, and that Contractor shall have no claim for delay or extra compensation or damage against the District or the Engineer on account of incorrectness of information given, nor on account of the insufficiency or absence of information.
- C. The submission of a Bid constitutes acceptance and agreement by the Bidder with Paragraph B above. No exceptions to Paragraph B above are allowed and any such exception taken shall render a bid non-responsive.

SR-7. MOBILIZATION

- A. Mobilization shall consist of preparatory operations performed by the Contractor, including, but not limited to, those necessary for the movements of its personnel, equipment, supplies, District-supplied material and incidentals to the project site or any District-owned property adjacent to the project site; for the establishment of its field office, buildings and other facilities necessary for work on the project.
- B. Measurement and Payment for Mobilization shall include all costs associated with the preparation of necessary submittals and plans that are not part of Bid Item No. 4, establishment of District field offices, and establishment of barge access. Traffic control, barge support, and crane support are incidental to the bid items they are supporting; thus, their costs shall not be included in Mobilization. Mobilization shall include facility inspections required in accordance with Technical Specification Section 02 01 10 – Pre and Post Construction Inspection.
- C. Mobilization is prohibited prior to the Contractor's receipt of a Notice to Proceed signed by the District and prior to the date stated for work to commence in the Notice to Proceed. The District reserves the right to deem the Contractor non-compliant per Section GC-4 should they attempt to mobilize prior to receiving the Notice to Proceed.
- D. Progress payments for Bid Item No. 1, Mobilization, shall be made as follows:
 1. Payment shall not exceed 20% of Bid Item No. 1, Mobilization, until furnishing District field office trailers and temporary utilities are installed.
 2. When 5% of the cumulative total for Bid Item Nos. 6 through 23 have been completed, 30% of Bid Item No. 1, Mobilization, (for a cumulative of 50%) or 5% of the Total Bid Price, whichever is least, shall be paid.
 3. When 10% of the cumulative total for Bid Item Nos. 6 through 23 have been completed, the amount remaining, up to 100% of Bid Item No. 1, Mobilization, or 10% of the Total Bid Price, whichever is least, shall be paid.
 4. When Bid Item Nos. 6 through 23 have been completed, payment of any amount Bid for Mobilization (Bid Item No. 1) in excess of 10% of the Total Bid Price shall be paid.

SR-8. DEMOBILIZATION AND PROJECT RECORD DRAWINGS

A. Demobilization shall consist of, but not be limited to the following principal items:

1. Requesting a close-out meeting with the District Representative when the work is 90% complete.
 - a. The District Representative will provide a list of items and work required for final completion for discussion of current status and Contractor's plans for completion. The purpose of the close-out meeting is to plan for an orderly completion of the project within the Baseline CPM schedule.
 - b. Immediately following the close-out meeting, the District Representative will prepare a list of actions, which are still open, or pending that need to be resolved prior to the Contractor requesting final completion. Such actions may include, but are not necessarily limited to, equipment and system testing, operator training, operations and maintenance data and manuals, Contractor's interim Project Record Drawings, outstanding quality noncompliance notices, administrative activities and reporting, and documentation of final quantities and force account work.
2. Performing facility inspections required in accordance with Technical Specification Section 02 01 10 – Pre and Post Construction Inspection.
3. Demobilizing and removal of the Contractor's facilities and equipment.
4. Removing all project signs from project site, and removing all construction area signs, traffic handling and detour signs, and temporary traffic control devices from project vicinity.
5. Removing all temporary construction facilities including Contractor's and District Representative's field offices and other equipment and utilities from the site as Contractor's property within 14 calendar days after final completion.
6. Performing final site cleanup and restoration as required by the Contract Documents.
7. Successfully completing startup and testing.
8. Performing all required training sessions.
9. Performing and submitting all manufacturer installation checkouts.
10. Furnishing all required equipment installation certification forms, warranty documents and Operations and Maintenance (O&M) data and manuals and spare parts, special tools and keys.
11. Preparing and submitting all lien releases/claims waivers needed to close the Contract within the time requirements.
12. Furnishing the Contractor's final updated Project Record Drawings.
13. Finishing all punch list work within the time requirements.
 - a. Upon completion of the punch list, the Contractor shall request the final inspection.
 - b. In order to request the final inspection, the Contractor shall provide written notice certifying the following:

- i. Work has been completed in accordance with the Contract Documents.
 - ii. All Punch List / final completion items have been completed.
 - iii. Demobilization and cleanup of the site has been completed.
 - iv. Work is ready for final inspection.
- 14. Requirements of permitting agencies have been met.
- 15. Completing all close-out requirements as specified by the Contract Documents.
- 16. Requesting final payment pursuant to Section GC-14.
- B. Project Record Drawings
 - 1. At the beginning of work, the Contractor shall set aside one complete set of prints of the Contract Drawings and technical submittals, upon which Contractor shall record and cause the various Subcontractors to record, all deviations in the work, especially all deviations due to Change Orders. Notations and changes shall be done in a neat and legible manner as prescribed by the District. On a daily basis, the Contractor shall permit the District to examine and verify that the Project Record Drawings are being kept up to date. Upon completion of all schedules, the Contractor shall immediately deliver the set of marked-up prints to the District.
 - 2. The updated interim Project Record Drawings shall include but not be limited to the following:
 - a. Field changes or adjustments in the final location or in the final dimensions or details of the Contract work relative to actual existing site conditions.
 - b. Changes resulting from requests for information.
 - c. Changes made by Change Order work.
 - d. Changes authorized through District Instructions.
 - e. Details not included on the original Contract Drawings but incorporated into the work by reference to approved shop drawings, product data, samples, calculations or other submittals.
 - f. Location of items imbedded in concrete such as conduits, cables, junction boxes, piping, re-bar, etc.
 - g. Measured locations of internal utilities and appurtenances, referenced to visible and accessible locations features of the work.
 - h. Other applicable technical information.
 - 3. All final Project Record Drawings prepared by the Contractor shall be in compliance with the following and shall comply with the latest revision of the National CAD Standard in these areas:
 - a. AIA CAD Layering Guidelines.
 - b. Tri-Services Plotting Guidelines (plot table file will be provided by the District.)
 - c. Drafting Conventions.
 - d. Terms and Abbreviations.

- e. Symbols.
 - f. Exceptions to the National CAD Standard shall be as follows:
 - i. All CAD drawings shall be drawn at full scale (1:1) in Model Space.
 - ii. Acceptable hard copy size shall be as defined in ANSI Y14.1: B-size 11" x 17", C-size 18" x 24", D-size 22" x 34", or F-size 30" x 42". Preferred size will be at the District's discretion.
 - iii. Font shall be simplex.shx
 - iv. At delivery of final drawings, any use of embedded references (X-REF, TIF, Etc.) shall be bound within each drawing. PDF's shall not be embedded in DWG files
 - v. At delivery of final drawings, all CAD files shall be individually named and numbered per sheet with a distinct drawing number per sheet.
 - vi. Only one drawing per electronic file will be accepted.
 - vii. All sections, views and details shall be referenced to and from each appropriate sheet using the distinct drawing number.
 - g. The Contractor shall document all revisions to the Contract Drawings in this format:
 - i. Color Red (AutoCAD color 242), any additions.
 - ii. Color Green (AutoCAD color 82), any deletions.
 - iii. Color Blue (AutoCAD color 162), general notes to explain change.
(Note: These will not be added to the final drawings.)
 - iv. Any documents marked up by hand shall follow this same format using colored pencil or ink.
 - h. Revision tracking shall be done in capital alpha character, after the initial numeric revision provided (i.e., revisions to 'Rev 4.0' would be 'Rev 4.0A', 'Rev 4.0B', etc.).
 - i. Approved District Format: Electronic file format shall be Autodesk® AutoCAD® DWG (*.dwg), other type files may only be accepted with the District's prior approval.
 - j. The Contractor shall provide a digital copy of all drawings in the Approved District Format, a complete PDF set (with all reference files included) and a hardcopy.
 - k. The Contractor shall be responsible to make sure all Subcontractors conform to these same standards.
4. The amount provided on the Bid Form and the approved Schedule of Values for demobilization and Project Record Drawings shall be a minimum of 1% of the Total Bid Price. **No progress payments shall be allowed on this item.**

SR-9. NOISE CONTROL

- A. The Contractor shall take special precautions to reduce the noise level from work activities. Noise of work shall be kept from exceeding, as a criterion, the NC 45 curve inside rooms of nearby buildings and residents with windows kept closed.
- B. The Contractor shall furnish and install acoustical barriers if required, so that no noise emitting from the process or any related tool or equipment will exceed noise levels specified in the Contract Documents. Contractor, therefore, shall enclose equipment such as large compressors and generators, in enclosures as necessary to not exceed applicable noise limits.
- C. Construction Noise Control Plan: The Contractor shall submit a plan for the District's approval, within 45 calendar days following Contract Award, to mitigate the construction noise impacts, minimize nuisance noise, and to comply with the noise criteria specified herein, including the method of construction, the equipment to be used, and acoustic treatments if necessary.
- D. All operations shall be conducted in such a way that employees of the Contractor and District or any other persons are not subjected to noise levels in excess of those prescribed in the Walsh-Healey Act, on occupational noise exposure.
- E. No blasting, air-hammering, excavation or other high noise level operations as determined by the District shall be permitted outside of daylight hours.

SR-10. CONTRACTOR WORK HOURS

- A. All work required to be performed by Contractor shall be done between the hours of 6:00 a.m. and 4:30 p.m., Monday through Friday, exclusive of District observed holidays and Cultural work stoppages. Contractor must be demobilized from the right bank staging and spillway work areas by 4:30 p.m. each day. Contractor shall provide a minimum of one week notice to the District Representative if at any time it becomes necessary to work at times other than those specified herein or as approved in advance by the District. Approval of any proposed alternative work schedule shall be at the sole discretion of the District Representative.

There will be no access to the project site outside of working hours unless approved by the District Representative.

- B. District observed holidays are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Native American Heritage Day, and Christmas. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.
- C. For every hour the Contractor works in excess of the approved work schedule, or works in excess of 50 hours per week, the District shall deduct and retain from the Contract Price, \$200.00 per manhour to cover the District's direct and incidental costs including overhead and overtime payroll costs, required for the inspection and observation of work performed outside of the normal work hours specified above or as identified in the approved schedule. If the unapproved hours or excess hours increase the number of days of work per week, two

hours will be charged, in addition to the actual hours, for District's additional travel and preparation time.

- D. Cultural work stoppages occur when the Wanapum Indian Village holds cultural events that will require work stoppage. Annually, the Wanapum Indian Village holds cultural events that will require work stoppage. The Contractor will be provided a minimum of seven calendar day notice of the work stoppage dates. Work stoppages associated with annual Wanapum Indian Village cultural events are anticipated to be up to one week in length.

Approximate dates for the recurring cultural events are as follows:

1. Medicine Dance – January, typically starts on a Tuesday and ends the following Monday (~five working days)
2. Saturday Dinners – Spring, Occurs prior to First Foods Festival, typically starting on a Thursday and ends the following Saturday (~two working days)
3. First Foods Festival – March, typically starts on a Wednesday and ends the following Monday (~four working days)
4. Summer Solstice – mid-June, Variable days (~two working days)
5. Fall Medicine Dance – mid- October, Variable days (~two working days)
6. Winter Solstice – mid-December, Variable days (~two working days)

The cultural events above shall be considered non-working days in the Contractor's baseline CPM schedule. Section SR-14, Standby Time shall apply for Cultural work stoppages and events. Based upon the Contractor's schedule and planned activities, Section SR-14.C shall apply. Opportunity for the Contractor to perform work during cultural events is subject to approval by the District Representative in coordination with the Wanapum Indian Village. Additional unplanned Cultural work stoppages may be required as described in Section SR-14.

SR-11. UTILITIES

- A. It shall be necessary for the Contractor to make arrangements for the following services at its own expense and pay all charges accrued for same during the life of the Contract:
1. Electric Service, except as noted below.
 2. Telephone/Internet Access.
 3. Sanitary convenience (Chemical toilet). The Contractor shall provide sanitary facilities adequate for all works. Facilities shall comply with all codes and regulations.
 4. Refuse and waste disposal.

The following services are available for the Contractor:

- B. Water

1. Water service for the construction job trailers is available from an existing 2" service at the location shown in the Contract Drawings. Additional details for this service are provided in the Exhibit "O", Reference Documents in Document ID 2.7. The Contractor shall be responsible for making the utility connection and removing all temporary utilities at project completion.
2. General construction water to support drilling operations and flushing of drains is available to the Contractor through surface water withdrawal. The Contractor will be responsible for providing all equipment associated with the withdrawal and adhering to all permit requirements as described in Section SR-45.
3. Grout production water is available to the Contractor from a groundwater well. A water service from a dedicated well has been installed at the location shown in the Contract Drawings in the right bank staging area. Details for this connection are provided in the Exhibit "O", Reference Documents. The Contractor shall limit on/off cycles of the well pump supplying water to six cycles per hour. The water service is capable of supplying 30-50 gallons per minute.

C. Electric Power Service

1. Electric Power Service is available on the powerhouse intake deck and the exterior of the spillway grout and drainage gallery access door in the form of 550v, 60amps, 3-phase power. The Contractor shall supply all portable load centers necessary for the work. The District makes no guarantee these power sources will be available throughout execution of the Contract work. The Contractor shall provide generators or other power sources as necessary to complete execution of the Contract work.
2. Electric Power Service for construction job trailers is available at the location shown in the Contract Drawings. The Contractor shall furnish necessary permits, materials, and labor to make the connection between job trailers and the existing power service. The final connection will be made in coordination with the District.

SR-12. STORAGE OF MATERIALS AND EQUIPMENT

If any materials or equipment are stored, they shall be stored per the manufacturer's recommendation, and in a manner that shall ensure the preservation of their quality and fitness. Materials and equipment shall be placed on platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover and heated adequately to prevent condensation, oxidation or freezing. Stored materials and equipment shall be located so as to facilitate observation. The Contractor shall be responsible for all damage or loss that occurs as a result of its fault or negligence in connection with the care and protection of all materials and equipment until acceptance by the District. Security and protection of Stored Materials shall be the sole responsibility of the Contractor.

SR-13. RIGHT TO ADD NEGOTIATED LABOR AND/OR EQUIPMENT

The District Representative may approve adding negotiated labor and/or equipment categories to the Supplemental Bid Form for Additional Time and Equipment by completing Exhibit "L", Authorization for Additional Time and Equipment.

SR-14. STANDBY TIME

- A. It is anticipated that the work will be planned and coordinated to preclude or minimize standby time. However, events, identified below, may occur which require work stoppages of various durations or inhibits the Contractor's production. If these events occur during Contract work hours and the Contractor is required to stop work as a result, standby time will be authorized. Idle time resulting from failure or required maintenance of equipment, negligence of the Contractor, Contract non-compliance or similar causes will not be measured as standby time.

Standby Time will not be utilized for difficulties caused by river flows and spillway releases below the threshold defined for barge demobilization, fish passage operations, powerhouse releases, or adverse weather conditions as described in Section SR-26 and Section SR-27.

- B. Standby Time may occur as a result of the following events:
1. High Flow: is defined when the daily average total river flow exceeds 230 kcfs for more than one day or spillway release exceeds 150 kcfs daily average for more than one day; and the Contractor is unable to safely perform work. The District reserves the right to adjust these river flow limitations for Standby Time based upon actual conditions. The District will order the Contractor to demobilize barge(s) away from the spillway to an approved location as described in Section SR-39. Payment will be made by Standby Time (Week) or Standby Time (Day).
 2. Cultural Work Stoppage: is defined when the Wanapum Indian Village holds cultural events that will require work stoppage days. Planned Cultural Work Stoppages are defined in Section SR-10. Additional unplanned Cultural work stoppages may be requested with 24 hours notice. Payment will be made by Standby Time (Day) or Standby Time (T&M).
 3. Cultural Event: is defined when the Wanapum Indian Village holds cultural events that will require uninterrupted access across the spillway bridge. Planned Cultural Work Stoppages are defined in Section SR-10. Additional unplanned Cultural work stoppages may be requested with 24 hours notice. Payment will be made by Standby Time (No Deck Blockage/ Delay).
 4. Other Event: is defined when the District orders the Contractor to stop work and no productive work can be performed onsite due to an unanticipated District need or requirement. Other events may include adverse dam safety surveillance and monitoring data collected during construction requiring the Contractor to stop work. Other events will either pay by Standby Time (Day), Standby Time (Week), or Standby Time (T&M) as determined by the District Representative.
- C. To address the uncertainty of unknown or unanticipated event during specific elements of the work, the District has included the following Bid Items:
1. Standby Time (Day) is defined as an allowance when the Contractor is unable to perform any work onsite due to the following conditions listed above. Payment will be made to the nearest half-day for each occurrence.

2. Standby Time (Week) is defined as an allowance when the Contractor is unable to perform any work onsite due to the conditions listed above. Payment will be made by the full week. Partial weeks will be paid by Standby Time (Day).
 3. Standby Time (No Deck Blockage/ Delay) is defined as an allowance when the District requires the Contractor to maintain uninterrupted access across the spillway bridge at all times and the Contractor is unable to perform scheduled activities which would result in Spillway Deck Blockage(s) or Delay(s) as defined in Section SR-40. When critical path activities can be performed which do not block the spillway deck or result in traffic delays, work may be permitted. Payment will be made to the nearest half-hour for each occurrence.
 4. Standby Time (T&M) is defined as an allowance when the Contractor is unable to perform work at full productivity due to unforeseen District needs in which the District has restricted the Contractor from performing scheduled work and the Contractor is unable to be productive elsewhere on site. Payment will be made for actual time and materials costs associated with Standby Time (T&M) for each occurrence, measured to the nearest half-hour in accordance with Section GC-11.C not to exceed the bid item price included in Exhibit "A" – Bid Form.
- D. All Standby Bid Items shall include all required costs incurred to extend Contract schedule including but not limited to labor, equipment, general conditions, and overhead costs.
- E. Determination of all standby time and associated payment item will be made by the District's Representative. Notation of all standby time shall be noted on the daily construction report and initialed by the District's Representative and the Contractor during the working day in which the standby time occurred. All Standby Time is subject to the prior approval of the District Representative and will only be measured when crew and equipment cannot be productively occupied elsewhere on the site.

SR-15. CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees or work, and, at the completion of the work, it shall remove all its rubbish, tools, equipment, and surplus material from and about the structures. The cleaning up of all erection remnants and debris shall be completed immediately after each of these operations is completed at each work site. The cleaning up of lunch wrappers, garbage, equipment parts, oil filters, and the like shall be done on a day-to-day basis. Fuel, oil, and equipment waste such as drain oil shall be disposed of in approved disposal areas only, and in accordance with the Washington State Department of Ecology regulations.

The Contractor shall restore to a satisfactory condition any land which it has disturbed. Restoration shall include grading and placing additional gravel surfacing, as necessary, to restore to conditions prior to disturbance. If the Contractor fails to clean up, the District may do so at the Contractor's expense, and the Contractor and its surety shall be held liable therefore. Satisfactory restoration of the land shall be completed in an orderly process as soon as practicable following the completion of each phase of the work as it progresses.

Remove all graffiti from any real property owned or leased by Contractor within 48 hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the District. This section is not intended to require a Contractor to breach any lease or

other agreement that it may have concerning its use of the real property. The term “graffiti” means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the District of the property or the District’s authorized agent, and which is visible from the public right-of-way.

SR-16. TEMPORARY EROSION AND SEDIMENT CONTROL PLAN

Contractor shall prepare a Temporary Erosion and Sediment Control (TESC) Plan for District review and approval. TESC Plan is required for inclusion in the Quality Control Inspection Program (QCIP) as described in Section SR-36. The TESC Plan shall detail the best management practices (BMPs) and conservation measures that the Contractor will provide to prevent pollution, oil and chemical spills, soil erosion, airborne pollution and the introduction of any substances or materials into any stream, river, lake or any other body of water that may pollute or silt the water, that may constitute substances or materials deleterious to fish or wildlife, or leaving the site. Contractor shall be prepared to mitigate any grout connection with the river water or reservoir during post-tensioned anchor installation.

The Contractor shall prepare a Dust Control Plan that will supplement the TESC plan to monitor and control levels of construction-related airborne dust. All BMPs and control measures shall be satisfactory to the District and adhere to the requirements of Permit Documents included in Exhibit “S”.

SR-17. REPLACE IMPROVEMENTS

Whenever it is necessary in the course of construction to remove or disturb culverts, driveways, roadways, pipe lines, or other existing improvements, they shall be replaced by Contractor to a condition equal to or better than existed prior to removal or disturbed state.

SR-18. GENERAL PROVISIONS FOR FUEL/OIL DELIVERIES

The Contractor shall comply with the following general requirements and require each Subcontractor and supplier to comply with the same:

- A. The fuel/oil supplier shall be present, and in direct control of the delivery and emergency shut-off equipment, the entire time fuel/oil transfer is occurring. The Contractor’s representative shall also be present to direct the transfer of fuel/oil the entire time such transfer is occurring and in direct control of all oil processing equipment and emergency shut-off devices.
- B. No open flame or heating devices are permitted within any fuel/oil containment or unloading areas during unloading or transfer operations. Conspicuous and legible signs will be posted in the fueling areas and/or transfer vehicle that prohibit smoking in the area or during the transfer operations. Fire extinguishers shall be readily accessible.
- C. All trucks and other fueling equipment including pumps, hoses and nozzles must be Underwriters Laboratories (UL) listed or equivalent design. The fuel/oil supplier will ensure that both the delivery truck and receiving tank/equipment are effectively bonded or grounded to dissipate static electricity. Additional or alternative grounding may be required by the District Representative due to the proximity to high voltage transmission lines. All fuel/oil

suppliers shall have the appropriate endorsements, valid driver's license, personal protective equipment (e.g. hard hat, eye protection, gloves etc.) and be familiar with emergency shut-off equipment. A Safety Data Sheet (SDS) for the type of fuel/oil being delivered shall be in the driver's possession.

- D. Before unloading fuel/oil, the wheels on the delivery truck must be chocked. The transfer hose must be in good condition with no unrepaired loose covers, kinks, bulges, soft spots or any other defect which may permit the leakage of fuel. Joints and/or couplings shall be inspected to ensure a leak-free seal. Any powered dispensing nozzle shall be an approved automatic-closing type without a latch-open device (e.g. automatic back pressure shut-off or other level-sensing nozzles with automatic shut-off). Do not allow the nozzle or other automatic shut-off equipment to be blocked open.
- E. Hoses may not exceed 50 feet in length. Hose ends must be blanked tightly when hoses are moved into position for connection, also immediately after they are disconnected, and residue drained either into the receiving tanks or into suitable receptacles before they are moved away from their connections.
- F. No fuel or oil shall be allowed to spill or leak onto the ground. Catch basins/drip pans must be in place under each valve or connection prior to the start of transfer. Any fuel/oil collected from the catch basins/drip pans shall be properly disposed of by the fuel/oil supplier or Contractor. The Contractor/suppliers shall carry absorbent materials, containers, non-sparking hand scoops, soaps, solvents, rags, brushes, shovels, buckets, and catch basins/drip pans. When handling fuel/oil on or adjacent to the Transformer Deck or fish passage facilities, all drains within 100 feet of the truck shall be covered and grating diked to prevent spilled fuel or oil from entering the river. When handling fuel/oil on or adjacent to the river, including at the boat ramp or barge launch point(s), pre-emptively arrange a line absorbent material downslope of any dispensing points and/or hose couplings to prevent spilled fuel or oil from entering the river.
- G. The fuel/oil supplier is also responsible for preventing premature departure of the tanker by ensuring the transfer hoses are disconnected and that all drains and valves on the tank truck are closed and free from leakage. Wheel chocks will be removed only after ensuring safe departure.
- H. If a spill should occur, stop fueling immediately and contain the release. If the fuel is not contained to the catch pan, immediately notify the nearest Plant Control Room and complete an Oil Spill Incident Report and provide a copy to the District's Spill Prevention, SPCC Representative. Any oil or fuel spill, stains or leaks which occur as a result of the fuel/oil supplier's actions or equipment shall be cleaned up at the Contractor's sole cost and expense.

SR-19. SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN

The discharge of fuel, oil or other contaminants into state waters or onto land where such contaminants could drain into state waters is prohibited. Where there is a potential for the discharge of fuel/oil or other contaminants into state waters, the Contractor will develop a site-specific Spill Prevention, Control and Countermeasures (SPCC) plan that prohibits the discharge of pollutants into state waters and ensures that the spill prevention practices, containment, response and reporting procedures are followed by its operating personnel. The SPCC Plan shall include spill prevention, control, and response BMPs. In addition, the SPCC Plan shall define roles and responsibilities, notifications, inspections, and response protocols to be implemented in the event of a spill that reaches

navigable water. All BMPs and control measures shall be satisfactory to the District and adhere to the requirements of Permit Documents included in Exhibit "S". The SPCC Plan is required for inclusion in the Quality Control Inspection Program (QCIP) as described in Section SR-36.

The Contractor will ensure that the spill reporting procedures require immediate notification to the following:

Report Spills to the Nearest Plant Control Room: Emergency Ext. 3911

District Representative	(509) 859-6700
Senior Regulatory Specialist	(509) 630-7916
Priest Rapids Control Room	(509) 754-5006; ext. 2718, 2719; 2720
National Response Center (Only if directed)	(800) 424-8802
WDOE 24 Hour Spill Response (Only if directed)	(800) 258-5990 or (509) 329-3400

Before commencement of work at the site, the plan shall be submitted to the District Representative for approval. The plan shall include a description and location of operating equipment and activities that may present a potential threat to state waters, fueling methods, overfill prevention procedures, emergency shut-off equipment, spill prevention and containment procedures, best management practices to protect water quality, a spill response plan including the storage and/or prepositioning of absorbent supplies at the site, a water quality sampling plan if applicable, spill reporting procedures and other precautions deemed appropriate by the District Representative.

When working adjacent to or over water, the Contractor's operating equipment and fuel/oil tanks shall be equipped with secondary containment that enclose the base of such equipment and large enough to contain the contents of the tank or equipment. Oil absorbent supplies shall be prepositioned at the perimeter of any floating work platform to prevent any runoff into waters of the state. Additional details of the plan shall be commensurate with the risk presented by the Contractor's operations as determined by the District Representative in its sole discretion.

The Contractor's operating personnel must be in direct control of the delivery of fuel or oil and emergency shut-off equipment the entire time fuel/oil transfer is occurring. Additionally, all hoses must be in good condition and without any defects or unrepaired areas; all joints and couplings must form a leak-free seal; any powered dispensing nozzles must have an automatic closing feature; and catch basins and drip pans must be in place prior to dispensing fuel/oil to operating equipment. Contractor must comply with the requirements of Section SR-18 General Provisions for Fuel/ Oil deliveries. Over water fuel transfers are subject to additional requirements in WAC 173-180-010 – WAC 173-184-010 et seq.

In the event of any leaks and/or spills, the Contractor shall give top priority to cleanup activities over other work and immediately supply all labor, equipment, materials and supplies and perform the cleanup work to the District's and/or State Department of Ecology's satisfaction at the Contractor's sole cost and expense. In response to a spill, Contractor shall provide copies of written reports to the District Representative upon request and on such forms as the District Representative may require. During the course of cleanup, Contractor shall collect all oil absorbent booms, pads and other materials; estimate the quantity of oil recovered and dispose of or recycle any waste oil recovered in a manner permitted by law.

SR-20. FIRE PREVENTION

There is an extreme fire hazard during periods of dry weather in many of the designated work areas. The Contractor shall not permit unauthorized fires either within or adjacent to the limits of the work. The Contractor shall be responsible for all damage from fire due directly or indirectly to their own activities, to those of Contractor's employees, and to those of Subcontractors and employees.

SR-21. ARCHAEOLOGICAL RESOURCES

In the event the Contractor or any of its Subcontractors inadvertently discover archaeological resources at any time during the project, Contractor shall immediately notify the District Representative and suspend all excavation activities at the site.

"Archaeological Resource" shall mean any material remains of human life or activities which are of interest. This shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to objects pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives scrapers, rock carvings and paintings, and other implements and artifacts of any material or form.

The disturbance of any cairn or Native Indian grave is prohibited by the Indian Graves and Records Act (RCW 27.44).

During any ground disturbance, the District will provide a Resource Monitor who will observe ground disturbing activities. This Resource Monitor has the ability to stop work in accordance with this Section SR-21 for the purposes of investigating potential Archaeological Resources discovered onsite. Work stoppages for the purposes of investigating potential Archaeological Resources exceeding one day shall be paid in accordance with Section GC-11. Work stoppages for the purposes of investigating potential Archaeological Resources less than one day shall not result in additional payment or extension of the Contract completion date.

SR-22. PROJECT DOCUMENTATION TRANSFER METHODS

- A. The District requires use of ProCore Document Management System for all letters, requests for information, safety reports, submittals (except samples), transmittals, and test reports. The requirement to use ProCore Document Management System for delivery of these documents supersedes any other requirements for document delivery in the Contract Documents.
- B. The District and Contractor shall mutually agree on the user list for the ProCore Document Management System. All users shall be set up with an individual user name and password.
- C. All files shall be placed in the correct library corresponding to the subject matter of the file. The following libraries shall be setup by the District: Change Orders, Change Order Proposals, District Instructions, Invoices, Letters from Contractor, Letters from District, Meeting Minutes, Request for Information, Safety Reports-Accidents, Schedules, Signed Documents, Submittals, Test Reports, Transmittals. Original signed Change Orders must also be physically sent to the attention of the Procurement Officer. The District reserves the right to create or delete libraries based on the project documentation requirements. Files

stored on the ProCore Document Management System shall remain for the duration of the project. The Districts Contracts C365 will remain the Process-of-Record for all primary records storage and the execution platform for Change Orders.

- D. The receipt date for all documents shall be the same date as indicated by the ProCore Document Management System posting date unless the documents are submitted after 2:00 p.m. Pacific Standard Time, then the document receipt date shall be set as the following business day.
- E. If for any reason the ProCore Document Management System is not functional, then the Contractor shall email electronic copies for review to the District Representative. All District emails have a 25-megabyte limitation for attachments. For larger files the District will provide a FTP site or O365 SharePoint site to be utilized to transfer documents. No extensions or claims shall be granted if the ProCore Document Management System is not functional.

SR-23. PARTNERING

A. General

This section sets forth guidelines for promoting and maintaining a beneficial working relationship and process for identifying, negotiating and potentially resolving problems between the District and the Contractor that is designed to draw upon the strengths of each party to identify and achieve goals conducive to and facilitating the execution of this Contract.

- 1. Partnering is a bilateral process; however, the partnering process cannot change the legal relationship between the District and Contractor, nor can it relieve the District and Contractor of the terms, obligations, and remedies specified in this Contract. Any understandings or decisions made during partnering that are intended to alter the work or change any right or responsibility of either the District or Contractor shall not be enforceable unless approved in writing in the manner provided in this Contract.
- 2. Partnering discussions and work product shall be considered confidential and not used as a basis for later disputes or claims by either party. Decisions resulting from partnering that have the effect of altering the work or changing any right or responsibility of either the District or Contractor may only be given effect by execution of a written Change Order or District Instruction as provided in Section GC-11 of the Contract.
- 3. An unbiased facilitator will conduct the partnering workshops. The selection of a facilitator will be mutually agreed upon between the District and the Contractor.

B. Partnering as a Means of Implementing the Implied Covenant of Good Faith and Fair Dealing

- 1. This Contract includes an implied covenant by each party of good faith and fair dealing in its performance and enforcement.
- 2. The District and Contractor commitments to good faith and fair dealing include a commitment to honesty and integrity, and:
 - a. To comply with the laws and statutes applicable to their respective duties and responsibilities.

- b. To not hinder the other's performance under this Contract.
- c. To fulfill its obligations diligently.
- d. To cooperate in the common endeavor of the work.

C. Intent to Partner

1. The District anticipates that the following individuals will participate in the workshop:
 - a. District Management Representative(s)
 - b. District Representative
 - c. Consulting Design Engineer Representative
 - d. District Enterprise Project Management Office (EPMO) Project Manager
 - e. Wanapum Interface Office Representative
2. Within 14 calendar days of Contract Award, the Contractor shall provide a list of their proposed participants in partnering. The District expectation is the minimum participation includes the following personnel:
 - a. Contractor's Sponsoring Executive
 - b. Project Manager
 - c. Site Superintendent
 - d. Project Managers and Site Superintendents of significant Subcontractors

D. Selection and Engagement of Facilitator

The District shall select and engage the services of a facilitator. The District will consider Contractor input on the selection of the Facilitator.

E. Workshops

1. It is anticipated that the following partnering workshops will be required:
 - a. An initial one-day workshop within 60 calendar days of Contract Award.
 - b. Follow-Up four hour partnering workshops throughout the Contract Duration, up to one per quarter.
 - c. Up to four, two hour special partnering workshops
 - d. Quarterly Evaluation Surveys
2. The District and the Contractor will cooperate in determining the participants, agendas, and location of the workshops.
3. It is anticipated that the facilitator will request that participants complete a questionnaire prepared by the facilitator prior to the first workshop.
4. As part of the partnering workshop, it is expected that a partnership charter will be developed and agreed to between the Contractor and the District. This charter will outline communication goals to foster close, amicable working relations, performance objectives for all parties, and steps to be followed in resolution of disputes including use of a Disputes Resolution Team. The partnership charter does

not alter the legal relationship between the District and Contractor and, to the extent it conflicts with any express terms or conditions in this Contract, the express terms and conditions shall control.

F. Payment

1. The District will pay the cost of the facilitator and the meeting logistics under a separate Contract.
2. Costs for the participation of the District and its agents shall be borne by the District. Costs for the participation of the Contractor and its Subcontractors shall be borne by the Contractor at no additional cost to the District.

SR-24. PRIEST RAPIDS DAM SPILLWAY BRIDGE & DECK RESTRICTIONS

- A. The maximum allowable load on the spillway bridge is an H-20 highway loading plus 20% impact or 300 pounds per square foot (psf). In addition to the H-20 loading, a uniform live load of 100 psf may also be applied to the walkways. The Contractor shall ensure that these loadings are not exceeded.
- B. The spillway deck has been evaluated for following tracked crane scenarios based upon effective track length.
 1. Effective Track Length between 8 ft and 12 ft: Maximum Crane Weight with pick load = 125,000 lbs
 2. Effective Track Length between 12 ft and 14 ft: Maximum Crane Weight with pick load = 190,000 lbs
 3. Effective Track Length > 14 ft: Maximum Crane Weight with pick load = 220,000 lbs
- C. If the Contractor has loads that exceed the spillway deck design criteria or loading scenarios identified, a structural engineer shall be hired by the Contractor at no additional expense to the District to analyze and determine if the bridge structure is adequate to carry the intended load. Documentation of such analysis with the engineer's professional stamp shall be submitted to the District Representative for acceptance prior to moving such load across the spillway bridge
- D. The Contractor shall submit equipment weights, effective ground contact pressures, and methods of protecting existing structures from damage for any non-highway rated equipment to the District Representative prior to mobilization across the spillway bridge.
- E. Additional spillway deck restrictions and use considerations:
 1. The Contractor shall protect concrete surfaces from damage of tracked equipment.
 2. The Contractor shall adhere to the requirements of Section SR-40 for spillway deck traffic control and deck blockages.
 3. The Contractor shall not be permitted to stage materials or equipment on the spillway deck or mechanical equipment platforms unless approved by the District.
 4. The Contractor shall maintain pedestrian access along the southern sidewalk of the spillway deck.

5. The Contractor shall maintain District access to the spillway gate control panels and mechanical hoist equipment.

SR-25. INTAKE DECK USAGE COORDINATION

- A. The complete blockage of the intake deck shall not be allowed during the course of this Contract. The Contractor shall not prevent operation of the emergency gantry crane on the intake deck at all times. The Contractor shall not be permitted to park more than one vehicle (see Section SR-37.D.3) or stage materials and equipment on the intake deck unless approved by the District Representative.

- B. Intake Deck Restrictions

The powerhouse intake deck roadway has sufficient load capacity to carry any load that can legally be hauled over a public highway under the loading restrictions identified below. A gantry crane spanning the intake deck roadway limits the height of loads transported along the deck. Exhibit "O", Reference Documents include a drawing labeled "General Arrangement Layout 25 Ton Bulkhead Gantry Crane" which provides dimensions for width and height clearance. Contractor shall field verify all dimensions for clearance. The 25 Ton Bulkhead Gantry Crane can be moved to the East end of the Intake deck to allow oversized equipment mobilization with five day notification to the District Representative, contingent upon Priest Rapids Dam operational needs.

Loading Restrictions:

The original design live load criteria for the intake deck are either of the following:

1. An H-20-44 highway loading plus 30% impact plus 100 psf applied on the walkways; or
2. A 54-B Bucyrus crane (133,000 lbs.) with impact. Use 33% overstress.

Tracked loading configurations in Section SR-24 is allowable for the intake deck.

If the Contractor has loads that exceed the intake deck design criteria or loading scenarios identified, a structural engineer shall be hired by the Contractor at no additional expense to the District to analyze and determine if the structure is adequate to carry the intended load. Documentation of such analysis with the engineer's professional stamp shall be submitted to the District Representative for acceptance prior to moving such load across the intake deck.

- C. Deck Access Restrictions

Access across the intake deck shall remain unobstructed for power plant operations. Contractor shall not be entitled to any claims for delays or damages due to any of the intake deck blockage restrictions specified in this Section. Specific access requirements are as listed below, but are not limited to the following:

1. Full open access at all times that Contractor personnel are not actively working on the intake deck.
2. Open for emergency access. The Contractor shall cooperate with the District in maintaining an emergency access plan prior to any partial deck blockage.

SR-26. WATER LEVEL RANGE DURING CONSTRUCTION PERIOD

- A. The Priest Rapids Project (Project) consists of both the Priest Rapids and Wanapum Developments and is essentially a run-of-the-river hydroelectric power station. The District has numerous commitments and requirements for the operation of the Project. As a result, there are hourly and daily fluctuations in the forebay elevation, tailrace elevation, and discharge flow rate based on inflow to the Project, power demand, storage, environmental commitments, recreation commitments, and other commitments. The storage capacity of both development (dam) reservoirs is limited; therefore the tailrace and forebay are operated over a range of elevations by the District.

Priest Rapids Development:

Potential Headwater (HW) Range: Elevation 481.5 feet to Elevation 488.0 feet

Potential Tailwater (TW) Range: Elevation 399.0 to Elevation 432.0 feet

Typical Flow Range: 36 KCFS to 400 KCFS (thousand cubic feet per second)

- B. The elevations listed are based on the National Geodetic Vertical Datum (NGVD) of 1929.
- C. Priest Rapids Project operations results in frequent changes to headwater and tailwater elevation at Priest Rapids Dam. The rate of change to headwater elevation may exceed one foot per hour and elevation may vary from the minimum to the maximum potential range throughout a day. The tailwater elevation below the Priest Rapids Dam is directly related to the total discharge of the dam. Normally, discharge rates above the available turbine capacity (i.e., the number of units available or power demand at a given time) are passed through the spillway gates, with the height of opening at various gates each adjusted incrementally to satisfy the required discharge. Section SR-39 describes spillway gate operations. The rate of change to tailwater elevation may vary by several feet per hour based upon changes to discharge. The Contractor shall familiarize themselves with available historical flow and elevation data. See Section SR-26, Section F.
- D. When high water and windy conditions exist concurrently, waves may form that could overtop the closed spillway gates and impact the work platforms. In accordance with the Priest Rapids Dam Standard Operating Procedures (2K), High Flow and Surge Precautions, the District will strive to limit the reservoir level based upon wind speed in the following manner:

<u>Wind Speed (mph)</u>	<u>Max. Forebay Elevation (ft.)</u>
40-50	487.0
50-60	486.0
60-70	485.0
70-80	484.0

The Contractor is specifically advised that the rate at which the reservoir can be drawn down is limited by a number of factors, and the District's ability to control wave overtopping through timely reservoir level control is not guaranteed. Wave over splashing can be expected to occur at much lower wind speeds than action is taken to adjust reservoir level. The Contractor shall take necessary steps to limit the impact that wave and/or wind

conditions, whether from the reservoir or within the downstream river channel, may have upon the work. Refer to Exhibit “U”, District Policies: Standard Operating Procedure HP252501-POL – High Flow and Surge Precautions (2012) for more information related to spillway operations during high flows.

- E. The Contractor shall plan the work accordingly and protect their equipment, tools, materials, personnel, and work areas from river flow fluctuations and corresponding forebay and tailrace elevations. Water releases from upstream storage reservoirs are based on power demand and environmental conditions that are outside of the District’s control. Notwithstanding Section GC-24, and with the specific exception of District-ordered Demobilization and approved Standby Time, the Contractor shall be responsible for the cost of protecting/sheltering of all work vulnerable to the river conditions described above so that work can proceed on schedule. The Contractor shall replace all work damaged by such conditions.
- F. Exhibit “O”, Reference Documents provides addresses to websites which host publicly available historical spill flow, turbine flow, forebay elevation, and tailrace elevation for Priest Rapids Dam. Tailwater exceedance probability curves have been developed by the District based on data from January 1, 2005 through November 15, 2015, and these curves are provided with the Contract Reference Documents listed in Exhibit “O”. The Contractor’s use of flow and water level information is at its sole risk, and the requirements in this Section, Section SR-27 and Section GC-24 are not waived by furnishing of this information.
- G. All requests to manipulate headwater and tailwater elevations (including both the level and duration) shall be coordinated with the District’s Operations and Planning and Scheduling groups. The Contractor shall request headwater and tailwater elevations and durations at least 96 hours in advance of the requested start time. The District will notify the Contractor 48 hours after the Contractor’s notification if the request is approved. The District does not guarantee that headwater and tailwater elevation requests will be granted or granted at the requested time. No time extensions or extra compensation will be given by the District for headwater or tailwater elevation requests that are not granted.

SR-27. UNFAVORABLE CONDITIONS

- A. The Contractor may encounter extreme winter weather conditions during the performance of the work. High wind speeds may be encountered resulting in adverse working conditions. Notwithstanding Section GC-24, no time extensions or extra compensation will be given by the District based on weather conditions. The Contractor shall be responsible for the cost of protecting/sheltering of all work vulnerable to such extreme weather conditions so that work can progress on schedule. The Contractor shall repair or replace all work damaged by such conditions at no additional cost to the District.
- B. Forebay water surface elevation up to 488 feet could occur during the course of the work, as further described in Section SR-26. River flows and conditions may vary significantly throughout the project duration as described in Section SR-26. Construction difficulties resulting from changes in river conditions and flows below the demobilization limit defined in Section SR-39 may be encountered. Notwithstanding Section GC-24, and with the specific exception of District-ordered Demobilization and approved Standby Time, no time extensions or extra compensation will be given by the District based on river conditions. The Contractor shall be responsible for the cost of protecting/sheltering of all work vulnerable to such extreme river conditions, and for providing suitable equipment and personnel, so that

work can progress on schedule. The Contractor shall replace all work damaged by such conditions.

- C. Gate seal leakage as described in Section SR-39 and wave over-splashing as described in Section SR-26 may be encountered during the performance of the Work. During winter conditions ice buildup will occur. The Contractor shall be responsible for any necessary protective measures, removal of ice buildup, and diversion of any water from the work area at no additional cost.
- D. A weather station is present at the Priest Rapids Dam Powerhouse that is tied into the District's SCADA system. Collected data includes temperature and wind speed and direction. At the District's discretion, the Contractor will be either provided with direct access to the weather station data, or a District contact who can provide current or historical data, to aid the Contractor's activity planning.

SR-28. WATER BASED VESSELS AND EQUIPMENT INSPECTION

All boats, equipment, barges (including ballast water), and other water-based equipment proposed under this Contract (and subcontracts) that are brought into the Columbia River system from water bodies outside the Columbia River system shall be properly inspected, and if necessary, disinfected for aquatic invasive species (AIS) prior to being introduced into Priest Rapids Project Area waters. The Contractor shall contact the Washington State Department of Fish and Wildlife (WDFW) for information on proper inspection and disinfection requirements for water-based equipment, including ballast water, it plans to use for completing work under this Contract. The Contractor and all affected subcontractors shall provide, prior to use, a list of all waterborne crafts, barges or equipment planned for use within the waters of this project, detailing location of previous use, inspection findings, disinfection status, and WDFW documentation (if applicable). The Contractor shall notify the District prior to mobilizing any waterborne craft, barge or equipment previously in contact with known AIS affected waters, that such equipment was inspected, and disinfected if directed by the WDFW. The District may restrict the use of water-based equipment at the project if it has been in known AIS infected areas.

SR-29. PHYSICAL SECURITY

If any performance under this Contract is to be conducted on District facilities or worksites, it shall be the responsibility of the Contractor to ensure that its employees and those of its Subcontractors are informed of and abide by the District's Security Policies as if fully set out herein a copy of which is included in Exhibit "U", District Policies. Without limiting the foregoing, Contractor and its employees shall be required to:

- A. Keep all external gates and doors locked at all times and interior doors locked as directed.
- B. Visibly display ID badges on their person at all times.
- C. Stay out of unauthorized areas or in authorized areas outside of authorized work hours, without express authorization from the District.
- D. Provide proper notification to the appropriate parties, and sign in and out upon entry and exit to secured locations. If unsure of who to notify, Contractor shall contact the District Representative.

- E. Immediately notify the District if any of Contractor's employees no longer need access or have left the Contractor's employment.
- F. Immediately report any lost or missing access device to the District Representative. A minimum charge will be assessed the Contractor in the amount of \$50.00 per badge and the fee for lost or non-returned keys may include the cost to re-key the plant facilities. The Contractor is strictly prohibited from making copies of keys provided by the District.
- G. Not permit 'Tagging on' through any controlled access point (i.e. person(s), authorized or unauthorized, following an authorized person through an entry point without individual use of their issued ID badge or key).
- H. Return all District property, including but not limited to keys and badges, to the District Representative when an individual's access to the facility is no longer needed.
- I. Maintain daily log of onsite employees and subcontractor personal.

SR-30. SECURITY, SAFETY AWARENESS TRAINING, DAM SAFETY AWARENESS TRAINING

Prior to receiving access to any District facilities, all Contractors, Contractor's employees, Subcontractors and Subcontractor's employees, material suppliers and material supplier's employees, or any person who will be engaged in the work under this Contract that requires access to District facilities, shall be required to take and pass the District's Security and Safety Awareness training before being issued a security access badge to access District facilities. Under no circumstances will the failure of any Contractor or Subcontractor employee to pass the required training, be grounds for any claim for delay or additional compensation. All trainings are required to be completed annually.

Contractor shall maintain a roster of all employees with completed training and badging. The Contractor shall notify the District of any employee with badged access who are no longer employed or engaged with the project. The Contractor shall provide the District with an updated roster at the District's request.

The Safety and Security Awareness training is available online and is a 20-30 minute training. The training is located at: <https://www.grantpud.org/for-contractors>. All contractors and their employees are required to successfully complete Safety and Security Awareness training before coming onsite. The Security and Safety certificates should be emailed directly to SecurityTrainingCerts@gcpud.org.

The Contractor shall ensure that Contractor's employees, subcontractor's and subcontractor's employees have completed and submitted the certificate of completion for the training in a timely manner to avoid any delay in execution of the work. All such certificates shall be submitted before any security access badges will be issued.

For issuance of security access badges, the Contractor shall submit copies of completed training certificates, driver's licenses, cell phone numbers, and employee photos to the District Representative a minimum of two working days prior to their arrival on site.

Dam Safety Awareness Training is required for this Contract. The training is available online only and is a 20-30 minute training. Contractor shall ensure that its employees, Subcontractors and Subcontractor's employees have completed, passed and printed the certificate of completion for the training in a timely manner to avoid any delay in execution of the work. All such certificates shall be submitted to the District Representative before any security access badges will be issued.

All contractor employees who will need to hold a clearance or work under a clearance, must complete Grant PUD Lock Out Tag Out (LOTO), approximately 30 minutes, in the Hydro Limited Clearance Holder group in the Contractor Training site. The Contractor will be required to perform work under a Limited Clearance for work under this Contract.

All contractor employees will be required to complete a project specific Dam Safety Emergency Action Plan training which will cover specific Dam Safety Potential Failure Modes (PFMs) during construction. All contractor employees will be required to complete project specific cultural awareness training. Project specific trainings last approximately 30 minutes.

If you are uncertain which of the above courses you or your employees must complete, please contact your District Representative.

SR-31. PROTECTED INFORMATION

The State of Washington, Federal Energy Regulatory Commission (FERC) and/or North American Reliability Corporation (NERC) has established regulations for the protection of sensitive plans, drawings and records defined as Security Sensitive Information (SSI), Critical Energy Infrastructure Information (CEII) and/or Bulk Electric System Cyber System Information (BCSI), reference Appendix "A". In accordance with the Revised Code of Washington (RCW), FERC and NERC regulations, and using them as guidance, the District has identified and designated certain information as SSI, CEII, and/or BCSI (hereinafter referred to collectively as "Protected Information"). Because of the sensitive nature of certain District Protected Information that could be used in this Contract, Contractor is bound by the terms and conditions set forth in the Non-Disclosure Agreement (NDA) previously executed with the District during the bidding process or executed at the time of this Agreement and included as Exhibit "P".

SR-32. BACKGROUND CHECKS

The District reserves the right to conduct or to require Contractor to conduct criminal background checks on its employee(s) before the District will grant such individuals access to secure areas of District facilities, electronic access to Bulk Electric System Cyber Assets or Protected Information. Criminal background checks may be conducted in such depth as the District reasonably determines to be necessary or appropriate for the type of access to be granted.

In the event the District determines in its sole discretion that an individual is unsatisfactory to the District or fails to provide a background check as requested by the District, the District reserves the right to require the Contractor to remove such individual from the job site and/or to exclude such individual from having any access to SSI, Bulk Electric System Cyber Asset, CEII, or BCSI.

SR-33. PROJECT MANAGEMENT CONTRACTOR PARTICIPATION

- A. The District utilizes a standard approach to implementing projects by using well-defined internal standard frameworks for both project management and organizational change management. The framework procedures and associated tools and templates are required to be used for all projects as defined by the District's Enterprise Project Management Office. The Contractor shall, as directed by the District, utilize and/or actively participate in the District's application of its project management and organization change management frameworks to guide the implementation of projects and/or change events that this Contract contributes towards. To the extent applicable, the Contractor shall ensure that all workers, subcontractors, and suppliers also comply with these requirements.

- B. The Contractor shall provide upon request by the District key project information required to properly manage the project. Requested information may include but is not limited to delivery and completion dates, resource estimates and availability, quality inspection and testing plans, cost estimates and forecasts, safety metrics, and any known risks or constraints associated with these. The Contractor shall provide requested project information as required to not delay project reporting or project progress, cause witness or hold points to be missed, or cause any scope or cost increases.

The Contractor shall attend the appropriate project meetings as requested by the District to provide key input to project parameters pertaining to this Contract. These meetings may include but are not limited to project kickoff meetings, preconstruction meetings, Job Site Reviews, and Root Cause Evaluations. Participation in community meetings with the Wanapum Indian Village outside of working hours may be required. Meetings may be in-person or virtual depending on the needs of the project. The Contractor shall make a judicious effort to attend meetings at the appropriate dates and times as required to not delay any portion of the project progress or cause any scope or cost increases.

The Contractor agrees to provide project closeout information as identified in the Contract Documents. This information may include but is not limited to record drawings, testing and commissioning data, operation and maintenance (O&M) manuals, training information, quality history, etc. Failure to provide all requested documentation that is acceptable to the District shall delay acceptance and final payment by the District in accordance with Section GC-14.

SR-34. UTILITY LOCATIONS

The Contractor shall be responsible for locating all underground utilities within 30 feet of any excavation or drilling. Identify and mark utilities located within the staging areas prior to excavation or drilling. Scan the areas of proposed excavation or drilling with Ground Penetrating Radar (GPR), electromagnetic, or sonic equipment, and mark the surface of the ground where existing underground utilities are discovered prior to excavation or drilling.

SR-35. LEAD-BASED PAINT

The Contractor is advised that existing steel components including spillway gates, mechanical equipment platforms, hand railings, and other embedded items adjacent to the gates have previously been painted with lead-based paints. Efforts have previously been undertaken to remove these materials when the gates were repainted, however, some remnants of lead-based paint may still be present. The cutting and welding of the existing hand railings on the mechanical equipment platforms are anticipated to gain personal access to working platforms.

The Contractor shall provide all labor, materials, equipment and supervision required for all necessary deleading, surface preparation, and site protection. Contractor's deleading plan(s) and method(s) shall strictly comply with all Federal and Washington State, WISHA, and EPA standards. The Contractor shall perform the work with minimal impact on the environment and protect all workers from lead and other safety and health hazards. The Contractor shall submit a Lead-Based Paint work plan 30 calendar days prior to starting any affected work.

All waste products, including paint spray, shall be contained from the environment. Contractor shall not allow waste products to be discharged into the environment, into drains, or into the water.

The containment system and associated equipment shall be continuously maintained in good working order and shall comply with this Contract and with Federal and State regulations.

SR-36. FERC DAM SAFETY REQUIREMENTS

- A. The work conducted under this Contract is subject to inspection by the District Representative and the District as the Priest Rapid Project's licensee according to the provisions of the Quality Control Inspection Program (QCIP). This document has been developed in compliance with the Federal Energy Regulatory Commission's (FERC) "Engineering Guidelines for the Evaluation of Hydro Power Projects," Chapter VII. The Contractor shall comply with the QCIP's inspection requirements, particularly the portions about stopping work. The QCIP is included in Exhibit "T", FERC DAM SAFETY DOCUMENTS.
 1. The Contractor shall provide the District the following submittals for inclusion in the QCIP within 30 calendar days after Contract Award:
 - A. TESC Plan (Section SR-16). The Contractor's plan shall supplement the included TESC Plan in Exhibit "T".
 - B. SPCC Plan (Section SR-19). The Contractor's plan shall supplement the included SPCC Plan in Exhibit "T".
 - C. A list identifying all subcontractors and material supplier names with corresponding scope.
 2. The Contractor shall allow the District and Engineer access to witness any testing conducted at off-site laboratories.
 3. The District may perform independent material testing of anchor grout, non-shrink grout, and concrete at intervals determined appropriate by the QCIP. The Contractor shall coordinate with the District and provide material for District samples for any District testing. District testing shall not relieve the Contractor from performing any quality control testing as required in accordance with the Contract Documents.
- B. The work conducted under this Contract shall be completed in accordance with the Temporary Construction Emergency Action Plan (TCEAP). This document has been developed in compliance with the Federal Energy Regulatory Commission's (FERC) "Engineering Guidelines for the Evaluation of Hydro Power Projects," Chapter VI. The TCEAP is included in Exhibit "T", FERC DAM SAFETY DOCUMENTS.
 1. The Contractor and its employees shall be familiar with TCEAP including potential failure modes (PFMs) and included mitigations. Details of PFMs are included in the Potential Failure Modes Analysis Final Report included in Exhibit "T".
 2. The Contractor shall implement all PFM mitigation measures required in the Contract Documents.
 3. The Contractor shall participate in any required discussion for "PTA Installation", "Construction Operation", and "Environmental Condition" PFM mitigations.

- C. The Federal Energy Regulatory Commission (FERC) requires review and approval of the following Contractor submittals prior to proceeding with that aspect of the proposed construction. An additional review period of 45 calendar days (unless otherwise noted) shall be anticipated following review of each Contractor submittal by the District for the following submittals:
1. Quality Control Inspection Program (QCIP) – Includes Contractor submittals identified in SR-36 A.1.
 2. 02 30 00.1.07.A – Foundation Drain Re-Drilling Work Plan
 3. 01 55 26.1.02.A – Traffic Control Plan
 4. 02 23 14.1.05.A.1 – Exploratory Holes Plan
 5. 02 32 14.1.05.A.2 – Pilot Holes Plan
 6. 03 30 00.1.03.D – Design Mix for Concrete
 7. 03 60 00.1.03.A.2 – Grout Mix Design
 8. 03 60 00.1.03.A.5 – Quality Control Testing Plan
 9. 31 62 29.1.07.A – Caisson Installation Plan
 10. 31 68 13.1.03.A.5 – Post Tensioned Anchor Work Plan
 11. 31 68 13.1.03.A.6 – Post Tensioned Anchor Work Plan
 12. 31 68 13.1.03.A.9 – Post Tensioned Anchor Work Plan
 13. 31 68 13.1.03.A.10 – Quality Control Plan
 14. 31 68 13.1.03.A.13 – Contingency Plan for Removal of Stuck Tooling
 15. 31 68 13.1.03.B.6 – Record of performance, creep and extended lift-off testing of pre-production anchors. (See Section SR-2 for review timeframe)
 16. SR-43.B - Barge Work Plan
 17. SR41.A.1 - Crane Work Plan
- D. The Federal Energy Regulatory Commission (FERC) will require coordination of the following critical activities:
1. Pre-Production anchors installation
- E. A letter granting Construction Authorization from the FERC will be issued to the District following Contract Award. A Change Order will be issued for inclusion of the FERC Construction Authorization in Exhibit “S” Permit Documents. Anticipated requirements of the FERC Construction Authorization have been included within this Section SR-36.

SR-37. SITE ACCESS

A. General Site Access

1. The project site is located at Priest Rapids Dam, 29086 Highway 243 S, Mattawa, WA 99349. Access to the project site is from Priest Rapids Dam Access Road from Highway 243 S approximately five and a half miles south of Mattawa, WA along the east side of the Columbia River. No separate access from the West side of the Columbia River is permitted.
2. Access across Priest Rapids Dam is limited to 10 miles per hour, and only one-way traffic is allowed across the spillway. Contractor employees shall park personal vehicles in the left (east) bank staging areas as shown on the Contract Drawings unless the District authorizes in writing additional parking. Contractor employee vehicles will not be permitted on Priest Rapids Dam or right (west) bank staging area.
3. Crane support for installation of the post-tensioned anchors will not be permitted from the spillway deck bridge due to service shutdown limitations and will require crane support from a barge positioned in the forebay, i.e. reservoir.

B. Right Bank (West) Staging Area

1. The only approved access to the right bank staging area is across Priest Rapids Dam.
2. Equipment for pre-production drilled caissons and support of drilling operations must cross Priest Rapids Dam. There are weight, width, and height restrictions for access in accordance with Section SR-24 and Section SR-25.

C. Left Bank (East) Staging Areas

1. Access to the primary and short-term staging areas is adjacent to Priest Rapids Dam Access Road. Access to the secondary staging area is within the secured perimeter of Priest Rapids Dam and requires access through the main access gate.

D. Spillway Work Area

1. Access to the spillway for installation of the post-tensioned anchors will require construction of stationary working platforms, scaffolding, or rail-mounted moveable platforms. Access for installing, adjusting, monitoring, and removing apron drain protection will be challenging and may require additional working platforms. The Contractor shall design and construct any such items. Removal or trimming of the concrete and/or Tainter gates will not be allowed except as specifically approved by the District Representative in writing. The Contractor can place leveling concrete to create level working surfaces, but all concrete used for these purposes must be removed prior to the end of the Contract.
2. The Contractor's design for the platform system shall be prepared by a Professional Engineer registered in the State of Washington and who has at least five years of experience and technical and practical knowledge in structural engineering. Submit the platform design for District Representative's review, along with its design basis

and supporting calculations. Working platforms shall be stable and secure and be of sufficient size to allow setup of equipment as necessary for efficient movement of equipment and materials and shall comply with all applicable federal, state, and local laws and regulations regarding worker health and safety. The Contractor is specifically advised that access will be extremely difficult. Earth or rockfill platforms are not permitted, nor are other platforms that can be eroded by moving water.

3. Vehicle parking on or near the spillway deck is limited. Parking of one vehicle on each end of the spillway deck bridge (powerhouse intake deck and right abutment) is permitted to support construction operations. Parking on the Powerhouse Intake deck must not obstruct emergency gantry crane operations and may be restricted depending upon operation and maintenance needs. The Contractor shall park all vehicles within the staging areas identified in the Contract Drawings unless otherwise approved by the District Representative. Access from the Right Bank staging area to the spillway deck is provided by stairway located near the east end of the spillway.
4. Access to the spillway mechanical equipment platforms must remain unobstructed. Pedestrian access across the spillway deck sidewalk must not be obstructed.

E. Spillway Gallery

1. Access to the spillway and right bank fishway grout and drainage gallery is by a personnel door with a spiral staircase and two access hatches as identified in the Contract Drawings. The hatches are located within the bridge deck of the spillway. Use of the access hatches will require compliance with the limitations of temporary deck blockages and vehicle delays as defined in Section SR-40.

F. Forebay Access

1. The right bank boat basin, located upriver along the west side of Priest Rapids Dam, is available for the project. Smaller watercraft such as work boats and rescue boats may utilize the right bank boat basin. The following requirements shall apply for the use of the right bank boat basin:
 - A. Contractor vehicles may be parked adjacent to the boat basin and shall not block access.
 - B. During Wanapum Fishing Season, occurring approximately April through November, boats entering and exiting the boat basin shall operate within 30' of the hazard barrier for a distance of 400' from the boat basin entrance.
2. The permitted barge access for the Forebay is located along the upstream east bank of the river as shown in the Contract Drawings. The following requirements shall apply for the use of the forebay barge access:
 - A. No excavation or ground disturbance of the area is permitted.
 - B. The Contractor shall preserve and protect the upstream seepage blanket present and dam safety instrumentation present at this location as shown in

the Contract Drawings. Drawing 138C59 including in Exhibit “O”, Reference Documents provides additional details of the seepage blanket.

- C. BMPs shall be implemented to mitigate soil, shoreline, and vegetation disturbance which shall include placing crane matts or similar approved methods.
- D. The Contractor may temporarily remove the barbed wire fence present at the location of the barge access. Any removed fencing shall be fully restored.
- E. The Contractor shall be responsible for opening and closing the existing hazard barrier as required for barge access. Details are provided in Exhibit “O”, Reference Documents.

G. Tailrace Access

- 1. Spillway gate clearances will be required in accordance with Section SR-42 Working On, Over, Near Water. Boat access in the tailrace downstream of the spillway is restricted to after Adult Fall Back (November 15th) and prior to the start of Fish Bypass operation (~April 15th) of each year as defined in Section SR-39A.3. Access is subject to river conditions and operational requirements during that time.
- 2. Boat access within the tailrace of Priest Rapids Dam is limited. The nearest available boat launch for the Contractor is a public Washington Department of Fish and Wildlife boat access near Vernita Bridge approximately nine miles downriver of the project site. The Contractor shall comply with all rules and regulations for the use of the Vernita Bridge boat access.
- 3. Alternative boat access into the tailrace may be gained by launching a boat with a crane from Priest Rapids Dam right bank fish ladder area near the right bank staging area. Launching a boat with a crane will require acceptance of a job hazard analysis by the District Representative. River conditions, spillway gate operations, and scheduled District maintenance will limit the availability of utilizing the right bank fish ladder as an access into the tailrace. Use restrictions are anticipated as follows:
 - A. For six-to-eight weeks during annual fish ladder maintenance occurring between Mid-November and Mid-April each year.
- 4. The Contractor may propose other locations to set a boat into the tailrace utilizing a crane subject to approval by the District.

H. Access Plan: The Contractor shall submit an Access Plan for review that details his means and method for supporting the Post-Tensioned Anchor installation. The Access Plan shall include, at a minimum:

- 1. Detailed description of intended barges and watercraft (e.g., number of barge assemblies, general size and configuration, support boats, etc.). Include discussion of launch points, tie-off locations and anchorage methods.

2. For the Contractor's selected equipment, the Access Plan shall address means-and-methods to protect the existing concrete surfaces (e.g., barge impact or abrasion on spillway piers or surfaces; etc.).
3. Detailed description of intended crane(s) (size, make/model, etc.) and their expected movements, both with respect to working locations on site and the anticipated reaches (or "picks") needed to relocate working platforms, drill rigs, anchor components, etc. among the spillway bays. Identify which cranes are expected to be used to relocate specific equipment and materials. This "lift plan" shall acknowledge spatial limitations and movement requirements as noted on the "lift plan" drawings, and shall describe how damage to structural members of the Tainter gates shall be avoided.
4. Catwalks and stairs providing personnel access to the working platform at each spillway bay. Locations of stairways shall be approved by the District Representative and shall comply with all applicable federal, state, and local laws and regulations regarding worker health and safety. Stairways may be continuous or intermittent but must provide pedestrian access from the spillway bridge to each working platform. Access will not be permitted across stairways or catwalks when a spillway gate is not on clearance per Section SR-39.
 - A. Modifications to the existing railings are anticipated to accommodate temporary access. The existing railings were originally painted with lead-based paint. Paint tests performed by the District have found lead residual remaining on the railings. Section SR-35 Lead-Based Paint shall apply. Modifications to railings shall be restored in-kind at completion to the District Representative's satisfaction.
5. Coordination with the Post-Tensioned Anchor Work Plan that is required by Technical Specifications Section 31 68 13, paragraph 1.03.A.6, and the detailed barge and vessel plan that is required by Section SR-43, or other related plans and submissions required elsewhere in the Contract Documents. These related plans and submissions may be submitted integrally within the Access Plan, or separately from the Access Plan but using cross-referencing to other submissions as may be appropriate.
6. Required timing of the temporary relocation and restoration of existing avian wires. To be performed by others. See Contract Drawings (Exhibit "R").
7. Management of equipment near overhead electrical facilities (where applicable).
8. Method for handling and transporting drill cuttings, construction materials, etc., including the anticipated frequency of barge or watercraft traffic between work platforms and riverbank access point(s). Identify the intended riverbank access point(s) to be used for the movement of the various materials and equipment, which it is understood may vary during work on different portions of the spillway, and may be interdependent upon spillway discharges at each stage.

SR-38. CONTRACTOR USE OF SITE

- A. Continuous operation and maintenance of Priest Rapids Dam will occur throughout the project duration. Construction operations performed as part of this Contract shall not impact hydroelectric power generation unless approved in writing by the District Representative. Throughout construction, District operations and maintenance will require access within the project area. The Contractor's use of the site is nonexclusive and will require coordination with the District and Contractors of other District Contracts.
- B. The following other District construction projects are anticipated to be occurring during the duration of this Contract.
 - 1. Priest Rapids Dam Turbine and Generator Upgrades
 - 2. Priest Rapids Dam Station Service Electrical Upgrades
 - 3. Priest Rapids Hatchery Siphon Intake Screen Replacement
- C. Additional activities anticipated to occur during construction by the District which may require coordination include:
 - 1. Annual spillway gate maintenance activities. Gate maintenance requires blockage of the Spillway deck, see Section SR-40.H for details.
 - 2. Annual maintenance of the left and right fish ladders at Priest Rapids Dam.
 - 3. A fish survival study will be occurring annually April – July in 2026 and 2027. Scope of the fish survival study includes:
 - a. Acoustic receivers placed along the Priest Rapids Forebay hazard barrier. Additional acoustic receivers may need to be placed within the Priest Rapids Forebay hazard barrier or dam structure.
 - b. Helicopter release of fish approximately 0.5 miles downriver of Priest Rapids Dam.
- D. Staging areas are as shown in the Contract Drawings. The staging areas have been identified for the contractor's use throughout construction. Requirements for utilization of the staging areas are as follows:
 - 1. Left Bank (East)
 - a. Primary staging area, laydown, and construction trailer: These areas shall be for Contractor's exclusive use with the exception of District job trailers and designated parking area. The Contractor shall provide delineation of staging area limits.
 - b. Short-Term Staging Area: Use shall be limited to staging of materials and equipment no longer than one working day. The Contractor shall coordinate use of this area with other District Contractors and the District as required throughout construction. It is anticipated half of the area will be available for use under this Contract.
 - c. Secondary Staging Area: Additional staging area available to the Contractor.
 - 2. Right Bank (West)

- a. The Contractor's use of the Right Bank Staging Area shall be limited to essential equipment for post-tensioned anchor installation and Contractor vehicle parking to support construction operations.
 - b. The District shall be provided access for fish ladder maintenance as noted in the Contract Drawings for six-to-eight weeks occurring between Mid-November and Mid-April each year.
- E. The Contractor shall not utilize any area outside of the limits identified in the Contract Drawings unless approved in writing by the District Representative.
- F. The Contractor shall be responsible for providing the following as required throughout construction for use of the project site:
 - 1. Task lighting to safely perform work during the working hours.
 - 2. Maintenance and cleaning of site per Section SR-15.
 - 3. Preventing track out from occurring onto concrete or asphalt surfacing. The Contractor shall be responsible for cleanup of any track out caused by construction operations under this Contract.
 - 4. Snow removal from staging and work areas. The District will provide snow removal along primary access roads including the intake deck, spillway bridge, access to the right bank staging area, and access to the right bank boat basin.
- G. The Contractor shall prepare a site plan describing the Contractor's planned use of staging areas. The site plan shall be submitted to the District Representative for approval prior to mobilization.

SR-39. SPILLWAY GATE OPERATIONS AND WORK SEQUENCE

- A. Spillway gate operations will occur throughout the project duration. The following scenarios describe general spillway gate operations and restrictions:
 - 1. Operation of spillway gates due to river flows exceeding generational capacity and/or demand:
 - a. During peak seasonal spill, operation of gates 1 through 19:
 - i. Peak seasonal spill typically begins mid-April and lasts until late-June. Timing, duration, and flow volumes are variable based upon river conditions and may occur earlier or later than the timeframe above. Peak seasonal spill flow volumes vary as defined in Section SR-26 typical flow range.
 - ii. The Contractor shall be restricted to work platforms installed in spillway bays 1 through 4, with spillway bays 5 & 6 for separation from the start of fish bypass operation as defined in Section SR-39 A.3 (starting ~April 1st to 15th) or the start of peak seasonal spill (whichever occurs first) through the end of peak seasonal spill (~late-June as described above) of each year. The Contractor shall be responsible for sequencing their work to ensure spillway gates 7 through 22 are fully operational for passing river flows by the start of fish bypass operation as defined in Section SR-39 A.3 each year. Should the Contractor fail to be completed with any in-progress

work in spillway bays 7 through 19 due to the Contractor's negligence prior to the start of fish bypass operation, the Contractor shall be fully responsible for all costs associated with protecting in-progress work and demobilizing/ remobilizing of work platforms in those bays.

- iii. The District will order the Contractor demobilization of the forebay barge(s) from the spillway area to an approved location for mooring when spillway flows are forecasted to exceed 150 kcfs (thousand cubic feet per second) daily average or total river flow (i.e., spillway flow and generation flow) exceeds 230 kcfs daily average; and the Contractor cannot safely perform work. Demobilization of the barge(s) will allow spillway gate operation of gates 5 and 6. The approved barge mooring location during high flows is at the barge access along the East shoreline. Other locations may be considered, subject to District approval. The District may adjust these thresholds dependent upon actual conditions and ability of the Contractor to safely perform work. Requirements of Section SR-14 Standby Time apply.
 - b. Non-Peak Season, Operation of gates 1 through 19:
 - i. Operation of spillway gates occurring anytime of the year outside of the peak seasonal spill and reverse load factoring timeframes.
 - ii. Gate operation may be required to pass river flows in surplus of available turbine flow/generation demand. Flows are typically less than 140 kcfs.
 - iii. Operation of spillway gates may be required due to emergent conditions such as powerhouse units being unavailable to pass river flow.
- 2. Reverse Load Factoring, Operation of gates 1 through 19:
 - a. Spillway gate operations occur at night (dark hours) starting approximately October 15th and lasting through approximately the first week of December.
 - b. The Hanford Reach Fall Chinook Protection Program requires maximum flow limitations downstream of Priest Rapids Dam during daylight hours. This restriction requires operation of spillway gates at night to draw down the forebay for reservoir capacity above Priest Rapids Dam. Forebay elevations at Priest Rapids Dam change significantly during these periods as described in Section SR-26. Typical spill volumes may be up to 130 kcfs.
- 3. Annual Fish Bypass Gate Operation, Operation of gates 20 through 22:
 - a. Fish Bypass: The Fish Bypass Operation begins annually between April 1st and April 15th and continues through approximately the third week of August. During this period, approximately 27 kcfs is discharged through spillway gates 20, 21, and 22.

- b. Adult Fall Back: Occurring ~3rd Week of August – November 15th: Approximately 3 kcfs through top sluice of Gate 22 only.
 - c. Hazardous conditions are present during operation of the fish bypass gates as described in Section SR-42. The following sequencing constraints apply for work separation from the fish bypass gates each year:
 - i. The start of Fish Bypass Operation begins between April 1st and April 15th each year and continues through ~3rd week of August: No work may occur in spillway bays 12-19. Spillway gates 12 & 13 may be on clearance for separation.
 - ii. ~3rd week of August through November 15th: No work may occur in spillway bays 16-19. Spillway gates 16 & 17 may be on clearance for separation.
 - 4. Spilling for emergency conditions, Operation of gates 1-19:
 - a. A dam safety event occurring (e.g., large seismic event) may require the immediate opening of spillway gates to prevent structural failure of the dam. Contractor personal will be immediately evacuated in accordance with the Temporary Construction Emergency Action Plan (TCEAP) and Priest Rapids Dam Emergency Action Plan (EAP).
 - b. Spill volumes may exceed 150 kcfs if immediate drawdown is required. The District will advise the Contractor on any required action.
- B. Sequencing the work in accordance with the restrictions above and requirements identified in these Contract Documents is the Contractor's sole responsibility. The following additional restrictions must be obeyed during performance of work on the spillway:
 - 1. All work occurring inside the forebay hazard barrier shall be completed between July 1st 2026 (or end of peak seasonal spill, whichever occurs later) and the start of Fish Bypass operation in 2028 (~April 1st 2028, see Section SR-39.A.3 above). No spillway clearances will be issued outside of this timeframe.
 - 2. Spillway access platforms may be constructed in multiple spillway bays concurrently. Up to 8 spillway gates may be on clearance at one time, except for during peak seasonal spill which is limited to 6. An additional two spillway gates may be on clearance (a total of 10) for a duration of up to two weeks at a time. Availability of additional gates is subject to District approval based upon river conditions and projected flows. Additional gates are not anticipated to be available during peak seasonal spill and reverse load factoring. The Contractor shall not be entitled to any claims should the District be unable to allow more than 8 gates to be on clearance.
 - 3. It is required that at least two spillway bays on each side of any in-progress work platform (or group of immediately adjacent work platforms) will be maintained in a closed position (i.e., on clearance - locked and tagged-out) until that spillway bay is vacated for barge separation from an active gate (gate not on clearance). These gates for separation are to be included in the number of gates on clearance at one time as defined above (e.g., a block of 8 gates on clearance in the middle of the spillway will require 2 gates on either end of the block of gates to be on clearance for separation, resulting in 4 gates being available for working platforms).
 - 4. Spillway gate opening patterns will be pre-determined for given volume of flow and communicated to the Contractor based upon available gates. Operation of multiple

spillway gates will occur to pass required river flows. The required flow will be spread across most available gates not on clearance to maintain total dissolved gas water quality standards. The District will generally strive to open gates to pass river flow through the bays that are more distant from the active work area. Exceptions to this include avoiding high spill volumes near the right bank fish ladder and passing higher spill volumes near the fish bypass when in operation. High river flows may necessitate that the District increase the discharge within bays nearer to the active work area, up to and potentially including the District ordering a partial or complete demobilization of the work platforms and barge(s) to allow spill through the entire spillway.

5. Work platforms shall include provisions to control and direct gate seal leakage around the work area. The amount of gate seal leakage varies from gate to gate, with the highest volume occurring at Gates 12 through Gate 16. Leakage at these gate seals is estimated at 15 gpm to 30 gpm, as determined by visual inspection. Contractor responsible to make own assessment. Seasonal changes will affect rate of leakage. District is not responsible for variability in leakage volumes, nor any change required to contractor's work plan.
 6. Concurrent active work platforms shall always be constructed in immediately adjacent spillway. The District will consider requests for installation of platforms in non-adjacent bays on a case-by-case basis provided the Contractor demonstrates to the satisfaction of the District Representative the need for the variance and river conditions allow.
- C. The Contractor's proposed schedule of work within the various spillway bays shall be reviewed by the District's Operations, River Coordination, and Fisheries groups, who shall advise the District Representative regarding potential conflicts with gate operations. As the work progresses, the Contractor shall continue regular coordination with the District's groups regarding the District's intended sequence of gate openings via the District Representative. The District has the ability to most accurately forecast river flows in a three to five day forecast window. When warranted, based on river forecasting and release projections from upstream project, the District will advise the Contractor of their intended schedule and sequence for opening additional spillway bays and demobilization of barge(s). The Contractor shall document any approved Standby Time and District-Ordered Barge Demobilization/ Remobilization, in accordance with Section SR-14.
- D. If demobilization of a spillway work platform is required, the Contractor shall remove all materials and equipment from the affected work platform(s) and temporarily remove the work platform structure from the spillway bay to allow gate opening and discharge through the affected bay(s). Materials and equipment shall be relocated to a staging area until the District approves remobilizing back to the affected bay(s). Depending on the state of completion of affected anchors, protect incomplete post-tensioned anchors as follows:
1. If the anchor installation is at any stage prior to the start of tendon grouting, remove all anchor components (if present), backfill the pilot or anchor hole with anchor grout, and cover the recess with a steel plate bolted to the concrete spillway surface.
 2. If anchor performance test results have been accepted and the tails have been cut, cover the recess with a steel plate bolted to the concrete spillway surface.
 3. For all other stages, complete current execution step and secure the tendons. The District will keep the gate closed to protect the installed anchor components.

SR-40. SPILLWAY BRIDGE TRAFFIC CONTROL

- A. The Priest Rapids Dam Spillway bridge provides access to the west side (right bank) of Priest Rapids Dam and the adjacent Wanapum Indian Village. To allow powerplant operations and Wanapum Village residents access during construction traffic control will be required in accordance with the Contract Drawings and Technical Specification Section 01 55 26 Traffic Control.

Traffic control is required to control vehicle and pedestrian traffic during all activities blocking the spillway deck, delaying spillway deck traffic, and to control access when a hazard exists. Crane operations supporting working platforms in the spillway bays will require traffic control.

- B. Traffic control shall consist of the following:
1. Signage as indicated in the Contract Drawings. The Contractor shall be responsible for determining methods of sign placement and securing. These methods shall be included in the traffic control plan submittal.
 2. Flaggers on both ends of the spillway deck are the minimum required. During deck blockages, a third flagger will be required to be positioned near the top of the access ramp along the access road as shown in the Contract Drawings. Flaggers shall engage with waiting traffic and inform the waiting vehicle on the duration of the delay or temporary blockage.
- C. Temporary deck blockages and delays of spillway deck traffic will be permitted as follows:
1. Temporary blockages may only occur Monday through Friday 8:30 AM to 12:00 PM and 12:30 PM to 4:30 PM. No blockages prior to 8:30 AM. Up to three deck blockage per day will be permitted. Two of the deck blockages may be up to one hour in duration and one of the deck blockages may be up to 30 minutes in duration.

No blockages delaying the Wahluke School District school bus drop off or pickup to the Wanapum Indian Village will be permitted. Current bus times are noted on the schedule below and may change during the duration of the Contract. The Contractor shall verify the school bus schedule with Wahluke School District. Holidays or special events may result in different school bus schedules. Contractor shall wait for the school bus to travel to the Village and return prior to resuming a deck blockage.
 2. Traffic delays up to 5 minutes per vehicle may occur Monday – Friday 6:00 AM to 8:30 AM. Traffic delays up to 10 minutes per vehicle may occur Monday – Friday 8:30 AM to 12:00 PM and 12:30 PM to 4:30 PM.
 3. Spillway deck temporary blockages and delays of traffic will be strictly enforced.
 4. The following table summarizes spillway deck availability for temporary blockage and delays:

TIME	MON	TUE	WED	THU	FRI	Comments
6:00 AM						Delay up to 5 Minutes
6:30 AM		6:50 - 7:10				Morning School Bus* (Tuesday-Friday)
7:00 AM						Delay up to 5 Minutes
7:30 AM						
8:00 AM						
8:30 AM	8:50-9:10					
9:00 AM						Late Morning School Bus* (Monday)
9:30 AM						
10:00 AM						
10:30 AM						
11:00 AM						
11:30 AM						
12:00 PM	12:00 - 12:30					No Delay or Blockages
12:30 PM						Delay up to 10 Minutes Scheduled Blockage up to 1 hour
1:00 PM						
1:30 PM						
2:00 PM						
2:30 PM						
3:00 PM						
3:30 PM	3:45-4:10					Afternoon School Bus* (Monday- Friday)
4:00 PM						Delay up to 10 Minutes Scheduled Blockage up to 30 Minutes
4:30 PM						
Notes:						
*School Bus Times to be verified with Wahluke School District and may vary throughout construction. The annual school bus schedule is drafted prior to Christmas Break. No early release illustrated but could impact operations.						
Key:						
		No Delay or Blockages				
		Delay of up to 5 Minutes				
		Delay of up to 10 Minutes, Schedule Blockage up to 30 Minutes				
		Delay of up to 10 Minutes, Scheduled Blockage up to 1 hour				

- D. Contractor traffic crossing the spillway bridge shall:
1. Have a company logo clearly visible.
 2. Yield to Wanapum resident traffic when crossing the one-way spillway deck.
 3. Not more than one contractor vehicle may cross the spillway deck at one time without yielding the right of way for an oncoming vehicle.
 4. All Contractor vehicles shall have radio communication to communicate when there is an oncoming or waiting vehicle on the spillway bridge.
 5. No Contractor traffic is permitted to enter the Wanapum Indian Village at any time.
 6. The only vehicle turn-around area for Contractor traffic crossing the spillway bridge is the right bank staging area.
- E. The Contractor will be provided with a radio for communication to Priest Rapids Dam Operations. In the event of an emergency, Operations will notify the Contractor to clear any

deck blockage or suspend activities resulting in traffic delays. Equipment blocking the deck must not be left unattended.

- F. The Contractor shall provide a schedule of anticipated spillway deck blockages and delays seven calendar days in advance. Should an unscheduled blockage be required, the Contractor shall notify the District Representative at least 72 hours in advance of blockage. The District makes no guarantee of approval of unscheduled blockages.
- G. Contractor shall not be entitled to any claims for delays or damages due to any of the spillway deck blockage restrictions specified in this Section. Contractor is encouraged to minimize spillway deck blockages.
- H. Blockage of the spillway deck by District crews will occur during the execution of Contract work. District deck blockages occur between the hours of 8:30 AM to 12:00 PM and 12:30 PM to 3:30 PM. The Contractor will be notified by the District a minimum of 72 hours in advanced of planned closures. Emergent conditions may require shorter notices.
 - 1. Anticipated District deck blockages are as follows:
 - a. Pin/ Unpin sluice gate on Spillway Gate 22 occurring approximately the 3rd week of August and November 15th each year. Deck blockage durations do not exceed 4 hours each.
 - b. 8 days annually for spillway gate maintenance tasks. The District will coordinate dates with the Contractor. Spillway maintenance activity typically occur between August and October each year.
 - c. No additional compensation will be paid to the Contractor for deck blockages identified above. Should additional blockages be required, the District will coordinate timing and duration to minimize impacts to the Contractor and Section SR-14 Standby Time will apply if the Contractor's production is impacted.

SR-41. CRANE OPERATIONS

- A. Crane operations supported from a barge require the following:
 - 1. A crane work plan shall be submitted in accordance with the Contract Drawings, Section SR-43, relevant ASME B30 Standards, and WAC 296-155-54400 prior to the start of planned crane operations in accordance with Section SR-36.C. The crane work plan shall include:
 - a. Discussion of potential failure modes, risks and risk mitigation related to crane operations which could develop into dam safety concerns. See Section SR-36 for details of potential failure modes.
 - b. Stability analysis for any crane mounted on a barge in accordance with ASME B30.8 and modified load charts.

- c. Included methods for protection of existing spillway gate components as identified on Contract Drawing 230-12183-C6 for lifts within the “Crane Operations Clearance Zone”.
 - d. Adverse weather limitations for crane operations including limiting windspeed.
 - e. Methods for monitoring of weather limitations.
 - f. A contingency plan for adverse weather including crane boom stowage and barge positioning.
- 2. All lifts will be a critical lift due to the proximity of spillway gate arms and critical components. The Contractor shall submit critical lift plans prior to a planned lift. Critical lift plans shall address applicable items identified in ASME P30.1. Critical lift plans shall include an established limiting wind speed for the planned lift.
 - 3. If the limiting windspeed is greater than 20 mph, when wind speeds reach greater than 20 mph, the site supervisor, lift director, crane operator, and rigger shall cease all crane operations, evaluate conditions, and determine if the lift shall proceed.
 - 4. A qualified lift director and site supervisor shall be onsite during all crane operations occurring from a barge. The lift director and site supervisor shall be qualified in accordance with WAC 296-155 and have relevant certifications. The site supervisor can be fulfilled by the site superintendent. The lift director shall be a dedicated position with no other responsibilities other than crane operations and traffic control. Copies of certifications and qualifications shall be provided to the District upon request.
 - 5. All crane operators, riggers, and signal person(s) shall have relevant certifications and qualifications in accordance with WAC 296-155.
- B. The Contractor shall be responsible for ensuring all crane booms are properly stowed in adverse weather conditions such that a crane boom will not overswing the spillway deck nor contact any dam structure.
 - C. To minimize disruption of spillway deck traffic, traffic will be allowed to pass under the boom of a crane when the crane boom is extended over the spillway deck. The following controls are required to be in place to allow traffic to pass under the crane boom:
 - 1. Traffic control in place in accordance with Section SR-40.
 - 2. Critical lift plan(s) submitted and accepted by the District.
 - 3. No traffic may pass under a suspended load. The suspended load must be at or below the spillway deck elevation prior to allowing traffic to pass. A suspended load is considered anything attached to ordinary hook equipment, including slings, ropes, and/or rigging.
 - 4. Communication must be established between the crane operator, signal person, rigger(s), traffic control flaggers, and lift director.

SR-42. WORKING ON, OVER, NEAR WATER

- A. The Contractor shall comply with District program SA-DW-PRG-060 Working On, Over, Or Near Water for all watercraft operations as included in Exhibit “U” District Policies.
 - 1. All work conducted on, over, or near water will require a Job Hazard Analysis to assess the need for a rescue boat. The Job Hazard Analysis shall be submitted to the District Representative 30 calendar days prior to the start of any activity occurring on, over, or near water for review and acceptance. This analysis can be submitted as part of the Site-Specific Safety Plan or 30 days prior to activity starting in accordance with Section CS-2.
- B. Potentially hazardous waters may be present near the dam. Hazardous conditions include but are not limited to the following:
 - 1. Within the Forebay:
 - a. Spillway gates not on clearance may be operated at any time to pass and maintain river flows. Increased water velocities are variable with gate opening. Subsurface velocities may not be seen from the surface.
 - b. Fish Bypass “Top Spill” Gates 20 through 22 have a raised ogee. The raised ogee “Top Spill” design results in increased surface velocities. Increased surface velocities are capable of quickly overtaking watercraft and workers in the water.
 - c. Powerhouse intakes areas have increased subsurface water velocities, especially during periods of maximum generation.
 - d. Changes to powerhouse flow and spillway gate operation result in changes to forebay elevation and water velocities.
 - 2. Tailrace Hazards
 - a. Turbulent and dangerous white water is created below open spillway gates. Opening of spillway gates can be very hazardous to watercraft or persons working immediately downstream.
 - b. Swift river conditions are present immediately downstream of the powerhouse.
 - c. Changes to powerhouse flow and spillway gate operations result in rapid changes to the tailrace elevation and water velocities.
 - d. Submerged hazards are present including shallow rocks and variable topography of the river channel.
- C. To demarcate hazardous waters associated with the fish bypass operation in the forebay a temporary floating barrier shall be designed and installed by the Contractor. No work occurring on, over, or near water shall be permitted east (towards to the Priest Rapids Dam Powerhouse) of the temporary floating barrier within the forebay hazard barrier during periods of time identified below. Work occurring on, over, or near water includes, but is not limited to, vessel/ watercraft operation, dive work, or suspending personal over water. No work occurring on, over, or near water shall occur within the Forebay Hazard barrier until

the floating barrier is in place during Fish Bypass operation. The following requirements shall apply for the temporary floating barrier:

1. The location of the temporary floating barrier is dependent on seasonal fish bypass gate operation each year:
 - a. Location 1: The start of fish bypass (starting between April 1st to April 15th) to the end of fish bypass (~3rd week of August) as defined in Section SR-39 A.3: Located from Spillway Pier 12 extending upriver perpendicular to the spillway to the existing hazard barrier. No work occurring East of Pier 12 within the forebay hazard barrier.
 - b. Location 2: The start of Adult Fall Back (3rd week of August) to the end of Adult Fall Back (November 15th) as defined in Section SR-39 A.3: Located from Spillway Pier 16 extending upriver perpendicular to the spillway to the existing hazard barrier. No work occurring East of Pier 16 within the forebay hazard barrier.
 - c. The floating barrier shall not be required to be in place between November 15th and prior to the start of fish bypass operation (~April 1st to 15th) or start of peak spill season as described in Section SR-39.
2. The temporary floating barrier shall be designed to withstand spillway gate operations adjacent to the barrier, increased seasonal flows, environmental conditions, and fluctuations in forebay elevations indicated in Section SR-26. The temporary floating barrier shall not attach to the existing hazard barrier.
 - a. Placement of any required temporary precast concrete anchor blocks for the barrier shall be in accordance with Exhibit "S", Contract Permit Documents and Section SR-45.
 - b. Existing concrete anchors shall be utilized when feasible.
3. Temporary closure of the fish bypass gates for up to one working day for each event will be permitted to allow the contractor to:
 - a. Complete initial installation of the floating barrier. Initial installation of the floating barrier shall not occur during peak seasonal spill as defined in Section SR-39 or between the start of fish bypass operations (see Section SR-39 A.3.a) to July 1st.
 - b. Move the temporary floating barrier from Spillway Pier 12 to Spillway Pier 16 around the 3rd week of August.
4. The Contractor shall provide adequate crew size and equipment to complete required work in one working day for installation and moving. A minimum seven day notice shall be provided to the District for required closure of the fish bypass. Closure of the fish bypass gates will not be permitted prior to July of each year.
5. The Contractor shall submit drawings detailing the temporary floating barrier, methods of securing, and methods of installation and removal 30 calendar days prior to installation.

SR-43. BARGE AND VESSEL STABILITY AND ANCHORAGE

- A. The Contractor shall familiarize themselves with site conditions including Section SR-26, Water Level Range During Construction, Section SR-27, Unfavorable Conditions, and

anticipated Spillway Gate Operation in Section SR-39, and available reference material in Exhibit "O" when developing a barge and vessel plan. Security (location, mooring, anchoring, etc.) and protection of barges and vessels shall be the sole responsibility of the Contractor.

B. The Contractor shall provide the District Representative a detailed barge and vessel plan prior to beginning work in accordance with Section SR-36.C. This plan shall address the following information at a minimum:

1. Details on the access, mobilization, anchoring, temporary mooring, assembly and disassembly of the barge/vessels to be used.
2. Anchorage details shall include the following:
 - a. For anchorage to the dam structure include the location of installation, anchor details, methods of installation and removal, and calculations of barge loading on anchor location.
 - b. For any additional concrete anchor blocks required to be placed in the river include the location of installation, anchor details, and methods of installation and removal.
3. Details regarding the planned use of cranes or other equipment on the barges/vessels and the methods for placing this equipment on the barges/vessels.
4. Details of supporting watercraft, the planned location of barge/ vessels, and specific travel routes.
5. Barge/vessel safety plan.
6. Discussion of potential failure modes, risks and risk mitigation related to barge mooring and movement which could develop into dam safety concerns. See Section SR-36 for details of potential failure modes. Include details describing protection of existing structure and gates from barge damage.
7. Barge/ vessel contingency plan including demobilization and mooring during adverse weather and river conditions. The plan shall specify wind limitations for barge demobilization and positioning. The plan shall specify river flow limitations and barge positioning in adverse conditions. The plan shall include contingency and monitoring methodology during working and non-working hours.
8. Detailed calculations prepared and stamped by a Washington State Professional Engineer with a minimum of 5 years of related Naval Architect/ Engineer experience for any significant water-based work activities which include, as applicable, barge/vessel mooring and anchoring systems, removal or demolition of underwater features, and installation of temporary underwater materials.

C. Additional requirements for barge anchorage and use include the following which shall be described in the barge and vessel plan:

1. Barge anchorage calculations shall include analysis of anticipated loading conditions on the barge including but not limited to river flows, wind, waves. Anticipated Forebay Velocities CFD Analysis Technical Report is included in Exhibit "O" Reference Documents and provides anticipated velocities for use in the design of barge anchorage.

2. Allowable anchorage loads to the spillway structure are defined in the Design Report Attachment A-1 included in Reference Documents, Exhibit "O". The Contractor shall be responsible for design, installation, and removal of any barge anchorage attachments to the spillway structure. Any anchorage to the spillway structure shall be supported with detailed calculations of anticipated loading.
 3. Details of existing concrete anchor blocks previously used for barge anchorage and a condition survey completed in December of 2023 are included in Reference Documents, Exhibit "O". The Contractor shall be solely responsible for determining adequacy of existing concrete anchor blocks for use.
 4. Additional temporary pre-cast concrete anchor blocks may be placed within the forebay hazard barrier. Any placed temporary concrete anchor blocks shall be removed at the completion of barge work. See Section SR-45 for additional requirements.
 5. The Contractor shall provide a contact name and phone number available 24/7 to respond to any concerns or events regarding barge security. The Contractor shall have resources available to respond within two hours of request by the District to address barge security concerns or District requested movements to the barge.
 6. The Contractor shall be responsible for ensuring the barge is secured per the approved work plan during non-working hours including nights, weekends, and approved standby time. The Contractor shall be fully responsible for providing adequate crew to monitor and/or make adjustments to the barge at any time during the duration of the Contract at no additional cost to the District.
- D. Exhibit "O", Reference Documents include the following to aid the contractor in design of barge anchorage system:
1. Drawing of existing forebay concrete anchor blocks and an inspection report with video footage of condition.
 2. Historical wind data (direction and windspeed) from a weather station located at Priest Rapids Dam.
 3. Bathymetry data.

SR-44. CONSTRUCTION CONSIDERATIONS

- A. Wanapum Indian Village and Community
1. The Wanapum Indian Village is a community immediately west of the Priest Rapids Spillway. Construction shall be performed to minimize the impacts to the daily lives of the Wanapum Indian Village residents. Impacts to be considered include air quality, construction traffic, noise, construction lighting, safety, spillway bridge traffic delays and interruptions, etc.
 2. The primary access route for Wanapum Indian Village residents is across Priest Rapids Dam.

3. Ceremonies, both planned and unplanned, may require modifications to construction operations, or temporary shutdowns. Any shutdowns unplanned will be addressed in accordance with Section SR-14.
4. Dust control shall be provided to ensure compliance with the WAC. Additionally, Dust control shall be in compliance with Sections GC-27 and Section SR-16.
5. Traditional uses of the area surrounding Priest Rapids Dam extend well beyond the perimeter of the Wanapum Indian Village, and beyond the limits of work shown on the Drawings. These traditional uses will continue throughout construction. The District will provide safety training and safety equipment to the Wanapum Indian Village residents, as appropriate. Wanapum Indian Village residents will need to cross through the project site. While crossing through the project site, Wanapum Indian Village residents will be expected to adhere to Contractor safety requirements. Use of traditionally used properties outside the project limits will not be subject to Contractor safety requirements, and Contractor employees are to avoid interfering with Wanapum Indian Village residents outside of the project limits.
6. Wanapum Indian Village residents have horses and dogs that are free to roam adjacent the project area.

B. Contractor Coordination

1. The Contractor shall cooperate with the other contractors in accordance with Section GC-16 to ensure that the work under other contracts is not impeded or interfered with by his own activities.

C. Construction Activities

1. Throughout construction, the District will need to inspect, maintain, and operate Priest Rapids Dam. This can result in closures across Priest Rapids Dam. The Contractor will be notified by the District a minimum of 72 hours in advanced of closures.
2. The Contractor shall provide District access to all existing and proposed permanent dam safety instrumentation. The District will perform routine dam safety surveillance and monitoring activities within the spillway grout and drainage gallery during construction activities.
3. Any site excavation will require observation for historical artifacts. In the event of any inadvertent discovery of historical artifacts, construction must be stopped in the vicinity. The District's resource monitors will work to document and address the discovery as soon as possible. The Contractor will be paid for standby time in accordance with the Contract Documents.
4. Water for the use of grout and concrete production and dust control shall be utilized in accordance with Section SR-11, and is subject to additional limitations of Technical Specifications Section 03 30 00 (Cast-in-Place Concrete) and Section 03 60 00 (Grout).

D. Physical Data, Profiles and Topography

1. From investigations and field surveys, location of facilities and structures that have been brought to attention of the District are indicated on the Contract Drawings, but location of water, electric, gas, sewer, telephone lines, etc., and nature of materials is not guaranteed. Indication on Contract Drawings of such facilities will not be

assumed to relieve Contractor of any responsibility with respect to it nor will District or Engineer be held responsible for any omission or failure to give notice to Contractor of any other facility or structure on, under, or over Project, or presence of rock or unsuitable material.

2. Profiles, topography, and details for the work are schematic in nature and, with the exception of dimensioned construction details, are presented only for the purpose of conveying the concept and the limit of specified work. The Contractor shall verify all details in the field. The misuse of noted information for other than that indicated and subsequent suffering of damages as a result of misuse shall not be cause for any claim by the Contractor. Information is believed to be reasonably correct, but is not guaranteed.

E. Protection of Existing Facilities

1. The work in every respect, from the execution of the Contract, during the progress of the work, and until final completion, shall be under the sole charge of and in the sole care of the Contractor, and at the Contractor's sole risk.
2. When performing any crane operations in close proximity to Tainter gates, Transformer Deck, Electrical Transmission Lines, and any other structures or electrical equipment, stringently and thoroughly apply the safety measures required in WISHA Regulations Chapter 296-155 Section 296-155-53409 – Power line safety (up to 350 kV) – equipment operations.
3. No blasting will be permitted in performing the work of this Contract.
4. The Contractor's safety and protective precautions shall apply to the following:
 - a. All persons on the site, or who may be affected by the work;
 - b. All the work and materials and equipment to be used or incorporated therein, whether in storage on or off the site.
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
5. The Contractor shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of its employees and other persons on the site, for the protection of public and private property, and for compliance with all Local, State, and Federal safety laws and regulations in performance of work under the Contract.
6. Neither the District nor the Engineer will have any right to hire or fire, nor any power of supervision, or direction over the construction methods nor over use of equipment or personnel, nor for or over the safety of the Contractor's employees and other persons, nor for and over the protection of public and private property, nor for the Contractor's compliance with Local, State, or Federal Laws and Regulations in performance of work under the Contractor.
7. Do not trespass, store material or equipment or in any other manner occupy any property outside of the construction rights-of-way, easements, construction clearing and grubbing limits, and highway right-of-way shown on the Contract Drawings, without written permission of the District of the property. Any damage done by the

Contractor to property outside of said work areas shall be restored immediately to the property District's satisfaction at the Contractor's expense.

SR-45. PERMITS AND LICENSES

A. General Requirements

1. The Contractor shall ensure all construction operations under this Contract comply with the water quality standards specified in the Permit Documents in "Exhibit "S" (401 Water Quality Certification and NPDES permit). Drill wash water return, drill cuttings, waste grout, turbid water from drain flushing, grout, concrete demolition debris and any other construction-generated sediment laden will not be permitted to enter the waterways at levels that exceed approved water quality standards.
2. The Contractor shall prevent contaminated and turbid water produced by construction activities from entering the Priest Rapids spillway sump within the spillway gallery. Flow from foundation and lift joint drains are present in the spillway gallery with flows varying seasonally between 5 gallons per minute to 100 gallons per minute. Historical weir flow data from the spillway gallery weir is provided in Exhibit "O", Reference Documents. During drain flushing activities associated with pre-grouting or drain hole rehabilitation, it may be necessary to divert, collect, and properly remove pollutants from the spillway gallery gutter to maintain compliance with applicable water quality standards.
3. To support the Contractor's barge anchoring design, precast concrete anchor blocks may be placed in up to six locations within the forebay hazard barrier. These anchor blocks shall not exceed 300 cubic yards in total and have no greater than 2,000 square feet footprint. Any placed anchor blocks shall be temporary and shall be removed prior to completion of Contract. Placement of temporary anchor blocks shall occur in a controlled manner (i.e. slowly lowered from surface) to reduce impacts on water quality and habitat.

B. District secured permits:

The District has secured the required local, state, and federal permits for the Contract Work except for Contractor secured permits as identified in Section SR45.C. The Contractor must comply with all conditions of the permits included in Exhibit "S", Permit Documents. All agency notification, reporting, and communication with the applicable permitting agencies shall be through the District unless directed otherwise. Any noncompliance with the requirements of these permits, or with any local, state, or federal environmental regulations, must be reported immediately to the following:

District Representative

See Section GC-15 for contract information.

GCPUD Environmental Compliance Supervisor

Larry Lehman
(509)630-7916
llehman@gcpud.org

Specific requirements of District secured permits include the following:

1. Hydraulic Project Approval (HPA) Permit Number 2025-3-5+01 issued by Washington Department of Fish & Wildlife
 - a. The Contractor shall fully comply with provisions 1 through 31 of the Hydraulic Project Approval Permit Number 2025-3-5+01 in Exhibit “S” Permit Documents.
 - b. The District will complete seeding of disturbed areas at the left bank barge launching location following contractor demobilization, if necessary (Provision 32 and 33 of the HPA).
 - c. Submittals:
An additional review period of 30 calendar days by the permitting agency shall be anticipated following review of each Contractor submittal by the District for the following submittals:
 - i. Drill-water treatment and monitoring plan (Provision 12). This submittal to the Washington Department of Fish & Wildlife shall consist of the Water Quality Management Plan prepared under Section SR-45 B.3.d.i and Water Quality Protection Plan prepared under Section SR-45 B.3.c.i. To meet this condition of the HPA, the submittal shall provide detailed specifications on the collection of wastewater at the drill head location ensuring no discharge of waste prior to treatment. No separate submittal of these plans by the Contractor is required.
 - ii. Pollution and erosion control plan (TESC Plan) (Provision 12). Prepared in accordance with Section SR-16. No separate submittal is required.
 - iii. Fish screen design information (Provision 27).
2. Priest Rapids Dam Waste Discharge Permit No. WA0991029 issued by State of Washington Department of Ecology.
 - a. The District has obtained authorization for discharge of water generated by construction operations under this Contract into the Columbia River immediately downstream of Priest Rapids Dam in accordance with the requirements of the existing National Pollutant Discharge Elimination System (NPDES) Permit No. WA0991029. Project specific authorization of discharge has been obtained under section S8 non-routine and unanticipated wastewater of the NPDES permit for Priest Rapids Dam. The Contractor shall comply with all requirements of original NPDES Permit No. WA 0991029, Permit Fact Sheet, Operation and Maintenance Manual, and Authorization Letter dated April 10, 2025 as included in Exhibit “S” Permit Documents.
 - b. Renewal of the NPDES permit by the District will occur during execution of the Contract work. It is anticipated that the conditions of the existing

NPDES permit will not be altered and no change in the approved discharge plan will be required.

- c. The following requirements apply to this discharge:
 - i. All discharges must comply with the effluent limits established in S1 of this NPDES permit, water quality standards, and any other limits imposed by Ecology. The Contractor shall be responsible for testing all discharges to ensure water quality parameters are achieved. Test results shall be documented and uploaded to the ProCore Document Management System.
 - ii. Discharge sampling for temperature, turbidity, and pH shall be completed within the treatment facility prior to discharge using equipment outlined in the Operation and Maintenance Manual by the Contractor. Sampling for temperature, turbidity, and pH is required prior to all discharging activities. Compliance with water quality standards for turbidity will also occur at the District established sampling locations and will be completed by District staff.
 - iii. The location of discharge shall be at the existing outfall designated as PR001 as shown in Figure 3 of the NPDES Permit Fact Sheet. PR001 is the existing outfall for the Priest Rapids right bank sump. The Contractor shall provide discharge piping attached to the dam's concrete structure to discharge at the same location and elevation as this outlet. Details for this existing outlet location are shown in drawing 138M748 included in Exhibit "O" Reference Documents.
 - iv. Rate of discharge shall not exceed one cubic foot per second. Discharge shall not exceed 20,000 gallons per day without prior approval.
 - v. Violation or noncompliance with any requirement of the NPDES permit shall be in accordance with section S3.F of the NPDES permit.
- d. Submittals:
 - i. The Contractor shall prepare a Water Quality Management Plan to ensure compliance with the existing NPDES and ensure discharge meets the allowable effluent limits listed within the NPDES prior to discharge. The Water Quality Management Plan shall include items 1 through 7 of section S2.C of the existing NPDES permit. This plan shall include descriptions of equipment to be utilized for treatment and collection of construction water. Any chemicals introduced into the treatment process of water will require an additional review period of 60 calendar days following review by the District and will need to be described in this plan.

- ii. The Contractor shall submit monitoring data for each reporting period in accordance with section S3 of the existing NPDES permit.
- 3. Water Quality Certification for Priest Rapids Hydroelectric Project Order No. 4219 issued by State of Washington Department of Ecology.
 - a. All construction operations, including discharge into the Columbia River, shall comply with the requirements of the existing Water Quality Certification for Priest Rapids Hydroelectric Project Order No. 4219 issued by State of Washington Department of Ecology included in Exhibit "S" Permit Documents.
 - b. All discharges must comply with the pH, temperature, and turbidity criteria in the existing 401 Water Quality Certification including the following:
 - i. The Water Quality numeric criteria for the Columbia River from Grand Coulee downstream (incorporating the Priest Rapids project) require that water temperature not exceed 18°C upstream of the Priest Rapids Dam (RM 397.1) and 20°C downstream of the dam (WAC 173-201A). When natural conditions exceed these criteria, water temperatures caused by human activities shall not increase by more than 0.3°C. Temperature must be measured by the Contractor prior to discharge.
 - ii. Numeric criteria for the designated uses for this section of the Columbia River require that pH be within the range of 6.5 to 8.5, with a human-caused variation within the above range of less than 0.5 units. pH must be measured by the Contractor prior to discharge.
 - iii. Numeric criteria for the uses in this section of the Columbia River require that turbidity shall not exceed 5 NTU over background turbidity when the background turbidity is 50 NTU or less, or have more than a 10 percent increase in turbidity when the background turbidity is more than 50 NTU. Turbidity data rarely exceed standards and high turbidities appear to result from conditions outside the project. Turbidity will be measured by the Contractor prior to discharge and compliance with water quality standards will be measured at the District established sampling locations and will be completed by District staff.
 - c. Submittals:

An additional review period of 60 calendar days by the permitting agency shall be anticipated following review of each submittal by the District for the following submittals:

 - i. The contractor shall prepare a Water Quality Protection Plan for implementation of the project. The plan will be prepared and submitted to the District 90 calendar days prior to discharge and must include the following:

- A copy of the Hydraulic Project Approval (HPA) per Ch. 75.20 RCW from WDFW for the project.
 - A description of all Best Management Practices (BMPs) to be employed for in and near-water work.
 - A plan for sampling and monitoring during construction.
 - A plan for implementing mitigation measures should a water quality violation occur.
 - A written procedure for reporting any water quality violations to Ecology (provided by the District).
 - The District will provide language for turbidity sampling for incorporation into the document.
4. Temporary Surface Water Right permit No. (TBD) issued by State of Washington Department of Ecology.
- a. The Contractor shall comply with the requirements of the Temporary Surface Water Right Permit No. (TBD). Issuance of the Temporary Water Right Permit is pending and will be issued via Addendum if issued to the District prior to bid closing or Change Order if following Contract Award. Anticipated provisions to be include in the Temporary Water Right Permit are included in Exhibit "S" Permit Documents.
 - b. The following requirements apply to surface water withdraw:
 - i. All provisions of the Temporary Water Right Permit included in Exhibit "S" Permit Documents shall be followed.
 - ii. The Contractor shall furnish an approved measuring devise as required by the permit provisions. An approved measuring device must be installed and maintained for source identified by the water right in accordance with the rule "Requirements for Measuring and Reporting Water Use", Chapter 173-173 WAC, which describes the requirements for data accuracy, device installation and operation, and information reporting.
 - iii. Surface water withdraw is permitted as non-consumptive. Any water withdrawn must be treated and discharged into the river in accordance with the requirements of permits in this Section.
 - iv. A single withdraw location is permitted in the Forebay of Priest Rapids Dam. The withdraw location shall be immediately upriver of a spillway gate on clearance located within the area of spillway gates 1-19. The withdraw location shall be moved with construction operations. Other withdraw locations may be approved but require prior approval by the District.
 - v. The rate of withdraw shall not exceed one cubic foot per second. The daily quantity of withdraw shall not exceed 20,000 gallons and shall be in accordance with the minimum flow provisions of the permit.

- vi. The withdraw shall be screened in accordance with provision 28 of HPA Permit 2025-3-5+01.
- c. Submittals:
 - i. The Contractor shall submit details of the planned withdraw location, withdraw equipment, and measuring device for withdraw.
 - ii. The Contractor shall submit required water use data for the reporting requirements upon request and by January 14 of each year.
- 5. Nationwide Permit 3 Letter of Permission issued by United States Army Corps of Engineers Permit No. NWS-2024-0622.
 - a. The Contractor shall comply with the requirements of the Nationwide Permit 3 Letter of Permission and enclosed terms and conditions included in Exhibit "S" Permit Documents.
 - b. The authorization dates listed in the Nationwide Permit 3 Letter of Permission will be extended by the District for the duration of the Contract work.
- 6. Grant County and Yakima County Shoreline Exemptions (Grant County File #P 25-0113 and Yakima County File #SLE2025-00010)
 - a. Project is subject to an Inadvertent Discovery Plan included in Exhibit "S" Permit Documents.
- C. Contractor Secured Permits:
 - 1. The Contractor shall acquire and pay all costs for all other necessary permits. Other necessary permits may include but are not limited to electrical and holding tank sewage system permits in accordance with Technical Specification 01 52 00 to support onsite construction facilities.

CONTRACTOR SAFETY REQUIREMENTS

CS-1. PURPOSE

These Contractor Safety Requirements contain safety requirements that are in addition to those specified in the General Conditions and Specific Requirements. Section CS-2 applies to all work, whereas, Section CS-3 is specific to specialized types of work. To the extent applicable, the Contractor shall ensure that all workers, subcontractors, and suppliers comply with these requirements. In fulfilling these requirements, the Contractor shall also comply with material and equipment manufacturer instructions, and safety and health requirements stated in the Specific Requirements and/or Technical Specification sections where applicable. If there are conflicts between any of the requirements referenced in the Contract Documents, the more stringent requirement shall prevail.

CS-2. GENERAL

- A. Initial/Warning Notice: Any District employee may notify the Contractor of any safety or health concern. The notice may be delivered verbally to any Contractor employee or Subcontractor and the District employee shall notify the District Representative of the Notice. Written notification may be provided to the Contractor at the discretion of the District Representative. The notice shall have the same effect on the Contractor regardless of format or recipient. The Contractor shall take immediate action to mitigate the safety and health concerns identified in the District's notice.

- B. Stop Work Order: District employees also have the authority to immediately stop a work activity without issuing the Initial/Warning Notice. The District employee will immediately notify the District Representative of the Stop Work Order. The District Representative may direct the Contractor to stop work due to safety and health concerns. The Stop Work Order may cover all work on the Contract or only a portion of the work. After the District issues a Stop Work Order, the Contractor shall meet with District Representatives (as determined by the District Representative) to present a written statement outlining specific changes and/or measures the Contractor will make to work procedures and/or conditions to improve safety and health. A Stop Work Order can be rescinded only with the written approval of the District Representative.
 - 1. The Contractor shall not be entitled to any adjustment of the Contract Price or schedule when the District stops a work activity due to safety and health concerns that occurred under the Contractor's, Subcontractor's, or supplier's control.
 - 2. The District's conduct does not alter or waive the Contractor's safety and health obligations.
 - 3. Contractor shall provide an onsite Safety Professional as directed by the District Representative based upon number and/or severity of identified safety infractions.
 - 4. Non-compliance with safety requirements could lead to termination of the contract in accordance with Section GC-4.

- C. The Contractor shall maintain an accurate record of, and shall immediately report to the District Representative all cases of near miss or recordable injury as defined by OSHA, damage to District or public property, or occupational diseases arising from, or incident to, performance of work under this Contract.

1. The record and report shall include where the incident occurred, the date of the incident, a brief description of what occurred, and a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, and the status of these items. A written report shall be delivered to the District Representative within five business days of any such incident or occurrence.
 2. In the event of a serious incident, injury or fatality the immediate group shall stop work. The Contractor/Subcontractor shall secure the scene from change until released by the authority having jurisdiction. The Contractor shall collect statements of the crew/witnesses as soon as practical. The District reserves the right to perform an incident investigation in parallel with the Contractor. The Contractor, Subcontractor, and their workers shall fully cooperate with the District in this investigation.
 3. All cases of death, serious incidents, injuries or other incidents, as determined by the District Representative, shall be investigated by the Contractor to identify all causes and to recommend hazard control measures. A written report of the investigation shall be delivered to the District Representative within 30 calendar days of any such incident or occurrence.
 4. For situations that meet the reporting requirements of WAC 296-800, the Contractor shall self-report and notify the District Representative. The District Representative shall notify the District's Safety personnel.
- D. The Contractor/Subcontractor shall conduct and document job briefings each morning with safety as an integral part of the briefing. The Contractor/Subcontractor shall provide an equivalent job briefing to personnel and/or visitors entering the job site after the original job briefing has been completed. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for the duration of the Contractor's warranty period.
- E. Job Site Reviews Performed by the District: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to participate in District job briefs and/or District job site reviews that pertain to other work being performed that may impact the Contractor's work.
- F. Job Site Reviews Performed by Contractor: Each Contractor and Subcontractor shall perform and document weekly safety reviews of their work area(s) by a competent person as defined by WAC 296-62-020. Immediately upon request, the Contractor shall provide a copy of the documented job site review to the District Representative. Contractor and Subcontractor supervisors/foremen shall take immediate action to correct violations, unsafe practices, and unsafe conditions. The Contractor and Subcontractor shall be solely responsible to review and monitor the work area or location of all their employees during the performance of work.
- G. Site Specific Safety Plan (SSSP): The Contractor shall prepare, implement, and enforce a SSSP for all work included in this Contract. The SSSP shall be delivered to and accepted by the District Representative prior to the start of any on-site work.
1. The SSSP shall, at a minimum, identify and provide mitigation measures for any recognized hazards or conditions. Site and adjacent conditions shall be considered. All significant hazards, including unusual or unique hazards or conditions specific to the Contract work shall be identified and mitigated. The Contractor shall provide

- a clear delegation of authority for the work site(s). The Contractor shall identify, locate, and provide direction to the nearest emergency medical facilities. This shall include telephone numbers for emergency services in the area. The SSSP shall include the minimum items and applicable supplementary items identified on the SSSP Checklist, District document SA-PRS-APP-006, included in Exhibit "U", District Policies.
2. The Contractor will be required to submit a Job Hazard Analysis to the District for review 30 calendar days prior to the start of a planned activity associated with any hazard(s) not mitigated in the SSSP.
 3. The SSSP shall include an Emergency Plan that covers first response and rescues for all areas of work including barge/ vessels, work platforms, and the spillway grout and drainage gallery. The Emergency Plan shall not rely on District Rescue Team resources for primary first response as the District Rescue Team will not be available during all Contract working hours. District Rescue Team resources may be available to assist the Contractor and first responders during an emergency.
 4. The Contractor shall make available to all workers at the site(s) the SSSP and ensure that all workers are familiar with the content and requirements of the SSSP. Any Subcontractors shall adhere to the Contractor's SSSP.
 5. Any emergent hazards not identified in the SSSP shall require a Job Hazard Analysis prior to starting work on the associated job.
- H. The Contractor shall have a dedicated safety professional on the job site anytime work is being performed. The dedicated safety professional shall have an associate or bachelor degree in Occupational Health and Safety, an OSHA Training Institute Certification, or educational equivalent. At the District Representative's discretion, five years' experience as a safety professional may be substituted for educational requirements. Documentation of the dedicated safety professional's experience and training shall be provided to the District.
- I. Contractor shall ensure all crew members, including Subcontractors, performing work are OSHA 10 certified.

CS-3. SPECIALIZED WORK

- A. Requirements for Contractor Representative Attendance at Safety Meetings: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to attend the District monthly safety meeting. The above is a District requirement.
- B. Fabricated Lifting Devices: All fabricated lifting devices including materials handling and storage devices, below the hook lifting devices, cranes, derricks and rigging used in the work shall comply with the most current version of the applicable sections of WAC 296-24 Part D, ASME B30.30 Below the Hook Lifting Devices, ASME BTH-1 Design of Below the Hook Lifting Devices Part F and Part L and the District's Fabricating, Repairing, or Modifying Lifting Devices In-House Standard (SA-PP-STD-100) as included in Exhibit "U", District Policies. Where a conflict may exist between the standards, codes and District Policy, the stricter interpretation of the rules shall apply. At a minimum, lifting devices shall be designed with a factor of safety of five to the ultimate material strength. Devices shall be load tested to 200% of the rated working load. Devices carrying personnel shall be designed and the design shall be checked by licensed professional engineers. All custom designs shall be approved and load test witnessed and approved by the District Representative before they

are permitted for use on District facilities. The above is the most stringent of WAC, ASME and District requirements.

- C. Crane Inspections: Contractor personnel who perform crane inspections shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program or equivalent. Inspectors shall be required to present a current certification card for approval by the District Representative prior to performing duties. The above is a District requirement.
- D. Rigging Inspections: Contractor personnel who perform rigging inspections or other lifting and handling of large components shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program or equivalent. Riggers shall be required to present a current certification card for approval by the District Representative prior to performing duties. At the District Representative's discretion, a Millwright's card may be substituted for NCCCO certification after review and approval of the Millwright's rigging certification program. The above is a District requirement.
- E. Cord Covers to High Traffic Areas: Contractors shall be required to protect all electrical cords, air lines, hydraulic hoses, water hoses, and other cords, hose, cables, and pipes to prevent them from being driven over or creating tripping or other hazards including at a minimum but not limited to utilizing cord covers in high traffic areas and installing temporary barriers when necessary to prevent foot or vehicle traffic. The above is a District requirement.
- F. Scaffold Design, Erection and Inspection: All scaffold work shall comply with the most recent version of WAC 296-874. The Contractor shall ensure all scaffolds are designed by a qualified person and constructed according to that design. Only qualified personnel shall erect, move, dismantle and/or alter scaffolds. Qualified erectors shall be supervised by a competent person. Scaffold inspections shall be performed by a competent person before each work shift and after anything occurs that could affect the scaffold's structural integrity. The above is a Code requirement.
- G. Involvement in Job Briefs by Others/Involvement of Others in Contractor's Job Briefs: When work completed by the Contractor will or may affect work being completed by other contractors or by District staff, the Contractor shall ask for a representative from the other contractor or District staff to participate in the Contractor's daily job brief for the purpose of informing the other party of safety hazards that may be encountered as a result of the affected work. Job brief discussion shall include hazards that the other contractor or District staff may encounter as part of the Contractor's work, mitigation measures, clearance points and boundaries, effects that equipment taken out of service or put back into service could have on other parties, Personal Protective Equipment (PPE) requirements and contingency plans. The above is a District requirement.
- H. Contractor Hazardous Materials Communication: Due to the age of the District facilities there are known materials used in construction that are now classified as hazardous materials such as lead and asbestos. The District Representative shall provide the Contractor with a list of the known hazards in the work area. This list is not comprehensive. The Contractor shall be aware of possible hazards. If the Contractor identifies a possible hazardous material such as lead, asbestos, SF-6 residue and/or hexavalent chromium, all work in that area must stop until the material is tested and identified. The Contractor shall notify the District Representative immediately upon identification of possible hazardous material.

If the material is identified as non-hazardous, work may resume once the materials status has been communicated to the District Representative and Contractor's employees.

If the material is a hazardous substance, proper protocols compliant with regulation must be followed. The above is a Code requirement.

I. Caution and Danger Barriers:

1. Caution Tape or Rope - Yellow will be used to demarcate areas with low safety hazards. Contractor employees may enter the barricade area only after identifying the hazard enclosed by the Caution barrier tape/rope.
2. Danger Tape or Rope – Red will be used to demarcate areas of imminent danger. An employee may not enter the area barricaded with Danger barrier tape/rope without consent of the barricade attendant or tape tag holder.

Contractors that will be introducing hazards as part of their work must barricade the hazardous area to prevent employees from entering the area in accordance with District Policy SA-DW-PRG-430 as included in Exhibit "U", District Policies. The above is a Code requirement.

J. Confined Spaces: Contractor shall comply with District Program SA-DW-PRG-080 as included in Exhibit "U", District Policies. The purpose of a Permit-Required Confined Space Program is to ensure safe practices are utilized prior to and during all construction work activities in confined spaces at District work locations. The District's program is designed to prevent personal injuries, illness, and fatalities in confined spaces. As an employer, the District has developed and implemented this document to meet the written program requirements specified in OSHA regulation 29 CFR 1926 subpart AA and WAC 296-809, the Confined Spaces in Construction Standard. The above is a Code requirement.

K. Qualified Electrical Worker: For purposes of complying with Washington State law and the District's Electrical Safety Program, a Qualified Electrical Worker is defined according to the definition in WAC 296-45. The above is a Code requirement.

L. Authorized Employee: For purposes of complying with Washington State law and the District's Electrical Safety Program, an Authorized Employee is defined according to the definition in WAC 296-45. The above is a Code requirement.

Hydroelectric Facility Work Requirements

M. Flash Protection during Welding Activities: Contractor shall provide screens in any areas where welding activities occur to protect others from the welding glare. The screens shall be positioned approximately two feet above the floor, without restricting ventilation. The screens shall be painted with paint that absorbs ultraviolet radiation. The above is a District requirement.

N. Excavation near Toe of Dam: For excavations near the toe of the dam (embankments and concrete structures), the Contractor shall submit the information required in the Technical Specifications and shown on the Contract Drawings in accordance with submittal requirements and schedule outlined in the Contract Documents.

Where required by the Contract Drawings and/or Technical Specifications, the Contractor shall prepare and submit a Temporary Construction Emergency Action Plan (TCEAP) for review and approval by the District in accordance with the outline and schedule provided in the Contract Documents. The TCEAP will also be subject to approval by the Federal Energy Regulatory Commission (FERC). The above is a District requirement.

- O. Forebay/Tailrace – Boat Use: Prior to performing any work on the water within the Priest Rapids Project, the Contractor will notify the appropriate Control Room (Wanapum 509-754-5007 or Priest Rapids 509-754-5006) whichever is closer. The check in procedure shall include the caller's name, company, number of people on the boat, and location of the work. Once the work is complete and the Contractor is ready to leave the reservoir, he/she must again notify the appropriate Control Room and check out. The above is a District requirement. See Section SR-42 for additional requirements for boat use.
- P. Personnel Lifting Over Water: When the work involves lifting personnel over water, special attention should be given to the requirements within the most recent version of WAC section 296-155-55300 which discusses fall protection requirements, personnel flotation device requirements, and the rescue skiff requirement. The above is a District requirement.
- Q. Equipment Grounding Under Power Plant Overhead Power Lines: When working under energized lines with cranes, man lifts or other telescoping equipment, the equipment must be properly grounded. This includes concrete pump trucks and associated concrete trucks while discharging concrete underneath energized transmission lines. All vehicles being refueled must also be properly grounded while fuel transfer is in progress under energized lines. The above is a combination of Code and District requirements.
- R. Power Plant Personal Protective Equipment: A hard hat, eye protection, and high visibility clothing are required for all personnel in the power plants, with exceptions noted below. Hearing protection is required in the power plant erection bays and in areas designated and marked through signage as hearing protection required areas.

PPE listed above is not required in administrative areas, rest rooms and break areas unless hazards are present due to construction work or other activity. In these cases, the crew foreman or supervisor will determine and post the level of PPE required in the work area. The above is a District requirement.
- S. Clearance, Tagging and Lock Out/Tag Out: All employees and contractors are required to follow the appropriate clearance, tagging and/or lockout/tagout procedures. For work occurring at Power Production facilities, the "Lockout Tagout Clearance Process" policy, as included in Exhibit "U", District Policies, shall be followed. For work occurring on the electric system, Power Delivery's "Switching and Clearance Procedure" shall be followed. No work will be performed on or around any hazardous energy source without a clearance or Lock Out/Tag Out, dependent on the location of the work. All affected personnel must receive clearance training. Failure to comply with the appropriate policy or procedures will result in removal from the project. The above documents are a combination of Code and District requirements and are not to be assumed all-encompassing. All other regulatory safety requirements established by the state of Washington shall be met.
- T. Tying in Equipment to 600 V Plant Electrical System:

1. Apprentices or Trainee Contractors will not be allowed to plug into the District's 600 V wall receptacles.
2. Operations shall be notified when plugging in or unplugging 600 V wall receptacles.
3. All personnel will be required by the District to wear 8 Cal/cm² AR long sleeve shirts, long pants, safety glasses and clean leather gloves while plugging into 600 V receptacles.
(As recommended by NFPA 70E).

Note: The preferred method is to de-energize the circuit before disconnecting and connecting, even though the receptacles and plugs may be rated for load breaking.

4. WAC 296-45 requirements for training of Qualified Electrical Workers
 - a. The District will require all the electrical Contract employees who will be plugging in the 600 Volt plugs to be trained accordance with WAC 296-45.
 - b. The Contractor will be required to maintain the training records and submit to the District employee qualifications as requested, including:
 - Electrical license (01 License)
 - Resume
 - Training records

The above is a combination of Code and District requirements.

U. Drilling, Cutting, Excavating Above Cables/Conduits

When penetrating work (drilling, cutting, excavating) will be greater than 1.5 inches into surfaces which may conceal electrical conduits or cables, the contractor will follow District Electrical Safety Program requirements, which is available on the Grant PUD Contractor Training website: <https://www.grantpud.org/for-contractors>. The above is a combination of Code and District requirements.

V. Arc Flash Protection Requirements for Power Plants and Wanapum Maintenance Center:

Electrical work performed in District power plants and the Wanapum maintenance center must comply with the District Power Production Electrical Safety Program, which is available on the Grant PUD Contractor Training website: <https://www.grantpud.org/for-contractors>. Specifically, these requirements must be followed:

1. A risk assessment must be performed before any work is performed within the Limited Approach Boundary (LAB) or Arc Flash Boundary (AFB) of energized equipment with any power equal to or greater than 50 volts.
2. If the risk assessment in item 1) above requires an energized electrical work permit, the contractor shall complete the permit and submit it to the plant manager for approval prior to performing work.
3. The minimum arc rated clothing shall be worn and working distances observed according to incident energy information listed on the equipment label.

4. Contractor personnel shall wear a minimum of 8 Cal/cm² anytime that work is being performed within the Limited Approach Boundary (LAB) or Arc Flash Boundary (AFB) of energized equipment.
5. Unqualified persons shall not cross any Approach Boundary or taped off work area at any time unless escorted by a Qualified Electrical Worker and shall only do so with adequate PPE. Qualified Electrical Workers without the adequate PPE shall not cross any Approach Boundary or taped off work area at any time.

For District power production facilities other than power plants and the Wanapum maintenance center, the District power production electrical safety program does not apply and WAC 296-45 arc flash protection measures must be followed. The above is a combination of Code and District requirements.

W. Requirements for Work Within Grout and Drainage Galleries:

1. Notify the plant control room prior to entering and after exiting gallery.
2. The galleries have limited access and air ventilation. The Contractor shall provide air quality monitoring within the gallery anytime the potential for hazardous atmospheric conditions exist. Hazardous atmospheric conditions may exist with the presence of equipment running inside/outside of access locations.

TECHNICAL SPECIFICATIONS

The Technical Specifications will be posted as a separate document on the District's ProcureWare website.

EXHIBIT “A” – BID FORM

COMPANY NAME OF BIDDER: _____ (Full Legal Name)

TO: Public Utility District No. 2
of Grant County, Washington
14352 Highway 243 S Building 6
Beverly, Washington 99321

The undersigned has examined the site, plans and specifications, laws and ordinances governing the improvements contemplated. In accordance with the terms and provisions in the foregoing, the following price is tendered as an offer to perform the work, complete in place and ready for satisfactory operation.

As evidence of good faith, a certified check, Cashier's Check or a Bid Bond in an amount not less than 5% of the Total Bid Price is attached hereto. The undersigned understands and hereby agrees that should the following offer be accepted and the undersigned should fail or refuse to enter into a Contract and furnish the required Payment and Performance Bond and insurance, the undersigned's Certified Check, Cashier's Check or an amount equal to 5% of the Total Bid Price shall be forfeited to the District as liquidated damages.

The Total Bid Price (calculated total of Bid Item Prices 1 through 29) shall be used in the Bid Evaluation. A price must be placed on each blank or the Bid shall not be considered. In case of an error in addition, the correctly calculated total of the Bid Item Prices (Estimated Quantity times Bid Unit Price) shall prevail.

Bid Item No.	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
1	Mobilization	Lump Sum	N/A	N/A	\$
2	Apprenticeship Utilization Goals Met. Limited to 1% of Total Bid Price (not to exceed \$150,000.00). See Section GC-12.	Lump Sum	N/A	N/A	\$
3	Demobilization/ Project Record Drawings (Minimum 1% of total Bid Price. See SR-8)	Lump Sum	N/A	N/A	\$
4	FERC Review Document Preparation	Lump Sum	N/A	N/A	\$
5	Trench Excavations – Safety Systems per RCW 39.04.180	Lump Sum	N/A	N/A	\$
6	Temporary Floating Barrier	Lump Sum	N/A	N/A	\$

Bid Item No.	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
7	Furnish Spillway Access Platforms	Lump Sum	N/A	N/A	\$
8	Spillway Access	Each	19	\$	\$
9	Concrete Barrier Blocks	Lump Sum	N/A	N/A	\$
10	Permanent Load Cells	Lump Sum	N/A	N/A	\$
11	Concrete Caissons	Linear Foot	70	\$	\$
12	Pre-Production Anchors	Linear Foot	180	\$	\$
13	Unsampled Exploratory Drilling	Linear Foot	70	\$	\$
14	Pilot Hole and Exploratory Core Drilling	Linear Foot	1,300	\$	\$
15	Pilot hole Re-Drilling	Linear Foot	550	\$	\$
16	Anchor Hole Drilling	Linear Foot	3,435	\$	\$
17	Anchor Hole Re-Drilling	Linear Foot	10,305	\$	\$
18	Rehabilitation of Foundation Drain Holes	Linear Foot	10,800	\$	\$
19	Rehabilitation of Lift Joint Drain Holes	Linear Foot	1,200	\$	\$
20	Acoustic Televiewer Imaging	Each	14	\$	\$
21	Video Camera Inspection	Each	200	\$	\$
22	Pre-Grouting	Bag	8,800	\$	\$
23	Post-Tensioned Anchors	Linear Foot	3,279	\$	\$
24	District-Ordered Barge Demobilization/ Remobilization	Each	1	\$	\$

Bid Item No.	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
25	District-Ordered Rehabilitation of Foundation or Lift Joint Drain Hole	Linear Foot	450	\$	\$
26	Standby Time – Day (See Section SR-14)	Day	22	\$	\$
27	Standby Time – Week (See Section SR-14)	Week	7	\$	\$
28	Standby Time – No Deck Blockage/ Delay (See Section SR-14)	Hour	100	\$	\$
29	Standby Time – T&M (See Section SR-14)	T&M	N/A	N/A	\$200,000.00
TOTAL BID PRICE					\$

The Total Bid Price includes the cost of insurance and the Payment and Performance Bond required by Contract Documents but do not include Washington State and Local Taxes.

Bidder understands and agrees to the Insurance requirements of Section GC-18. Yes _____ No _____

Payment shall be made in accordance with Section GC-12. The quantities for Bid Item No(s). 11 through 29 are estimated quantities. Payment shall be made by Bid Item based on the actual quantity of the Bid Items completed satisfactorily, up to the amount of the Contract Price, less the Bid Item Prices for Bid Item No(s). 1 through 10. Bid Items No(s). 24 through 29 are Allowance Bid Items and may have zero actual quantity at the completion of the Contract in accordance with Section GC-12.E.

Prompt Payment Discount of 2% 10 days (see Section GC-2). Bidder understands and accepts the Prompt Payment Discount. Yes _____ No _____

Bidder has enclosed a Cashier's Check, Certified Check or Bid Bond in accordance with Instructions to Bidders Section 10. Yes _____ No _____

Bidder understands it is their responsibility to determine the locality of the work and to confirm the appropriate classification of work and most current version of the prevailing wage rates are utilized in the preparation of their Bid (see Section GC-17). Yes _____ No _____

All Bidders shall attend a mandatory site inspection in accordance with Instructions to Bidders Section 16. **Those Bidders not represented shall not be allowed to bid on this Contract.**

Bidder shall complete all work in accordance with the requirements of Section SR-2. Yes ____ No ____
Please see Instructions to Bidders Section 7 for Bids that take exception to these requirements.

Bidder understands and agrees to the Contractor Safety Requirements specified in these Contract Documents. Yes ____ No ____
Please see Instructions to Bidders Section 7 for Bids that take exception to these requirements.

Bidder shall submit the names of Subcontractors who shall perform the HVAC, plumbing and electrical work, and structural steel and rebar installation, or name itself in the table below, or their Bid shall be rejected. See Instructions to Bidders Section 8.B.

Name	Address	Phone	Type of Work	Percent of Bid
N/A			HVAC	
			Plumbing	
			Electrical Work	
N/A			Structural Steel Installation	
			Rebar Installation	

The Subcontractors listed below are proposed to be employed on other portions of the work. See Instructions to Bidders Section 8. If you require additional space to list Subcontractors, please attach a separate sheet.

Bidder shall submit the name of specialty Subcontractor who shall perform the following types of work, or name itself in the table below. See Instruction to Bidders Section 8.C.

Name	Address	Phone	Type of Work	Percent of Bid
			Barge Work	
			Access Platforms	
			Caisson Installation	
			Drain Rehabilitation	

Bidder shall submit the name of the Independent Testing Laboratory in the table below. See Instruction to Bidders Section 8.C.

Name	Address	Phone	Type of Work	Percent of Bid
			Independent Testing Laboratory	

Bidder shall _____ shall not _____ be using Subcontractors for portions of the work other than HVAC, plumbing and electrical work, and structural steel and rebar installation. Bidder shall provide names, experience and qualifications of Subcontractors upon request by the District Representative.

Bidder has been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3). Yes _____ No _____ **MUST BE FILLED IN**

Bidder (full legal name):			
Street Address:			
Mailing Address:			
City, State, and Zip Code:			
Phone:			
Email:			
State Of Incorporation:		If not WA, does Bidder have a physical office located in the state of WA?	Yes __ No __ N/A __
The District uses DocuSign to sign the final Contract Form following Contract Award. Please provide the following information for the person who will be signing the final Contract Form in the event you are the successful Bidder. Name: _____ Title: _____ Email: _____			
Bidder Responsibility Criteria (see Instructions to Bidders Section 9)			
Contractor's License No. (RCW 18.27, RCW 18.106, RCW 70.87, or RCW 19.28)			
Washington State Unified Business Identifier (UBI) No. / Washington State Department of Revenue State Excise Tax No. (Title 82 RCW)			
Industrial Insurance L&I Account ID (Title 51 RCW)			
Washington State Employment Security Department No. (Title 50 RCW)			
Individual, Partnership, Joint Venture, or Corporation?			
If a co-partnership, provide the name of the firm under which business is transacted.			
The Bidder hereby certifies that, for the one-year period immediately preceding the date of this Bid solicitation, the Bidder has not been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW.			
The Bidder hereby certifies that, within the three year period immediately preceding the date of this Bid solicitation, that the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.			

The Bidder hereby certifies that they have attended training from the department of labor and industries or a training program approved by the department of labor and industries relating to the requirements associated with public works and prevailing wage under chapter 39.04.350 RCW and chapter 39.12 RCW. Yes ____ No ____

If no, are you on the Public Works Training Exemption List? Yes ____ No ____

The Bidder hereby certifies that if awarded the public works Contract, each subcontractor, at the time of subcontract execution, shall meet the responsibility criteria listed in RCW 39.04.350(1) and possess an electrical contractor license, if required by RCW 19.28, an elevator contractor license, if required by RCW 70.87, or a plumbing contractor license, if required by RCW 18.106. Yes ____ No ____

☐ We hereby certify that we are not required to have a Washington State UBI No. or State Excise Tax No. for this work.

Attached hereto is the Bid proposal and all Bidder's Data required in support of this Bid.

Addendum Nos. (list all individually) _____ have been received and have been considered in preparing this Bid.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signature: _____ Title: _____

Name (Print): _____ Date: _____
Authorized Representative

Location or Place Executed (City and State): _____

Note: Failure to sign the Bid Form above shall result in rejection of the Bid. Digital signatures are not allowed on the Bid Form.

EXHIBIT "B" – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____ (hereinafter called "the Principal"), as Principal, and _____ duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Washington, as Surety, are held and firmly bound unto PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON (hereinafter called "the Obligee") in the penal sum of \$ _____ lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Obligee shall make any award to the Principal for _____ according to the terms of the proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or Bid and award and shall give bond for the faithful performance thereof with the _____, as Surety, or with other Surety or Sureties approved by the Obligee, or if the principal shall, in case of failure so to do, pay to the Obligee the penal amount of the deposit specified in the call for Bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL

SURETY

Signature

Signature

Print Name

Print Name

* Bidder shall attach Power of Attorney for person signing on behalf of Surety.

EXHIBIT “C” – CONTRACT FORM

This Agreement, effective upon full execution, is by and between Public Utility District No. 2 of Grant County, Washington (“District”) and Full Legal Name of Contractor (“Contractor”);

WITNESSETH:

The parties hereto for the considerations set forth in the Contract Documents agree as follows:

1. **SCOPE OF WORK** - The Contractor agrees to furnish all, materials, equipment, machinery, tools, plant, labor, and transportation in the manner and form provided by the Contract Documents 230-12183 made a part hereof, entitled Priest Rapids Spillway Stability Improvement Project.
2. **COMPLETION** - The Contractor shall perform the work within the times required by the Contract Documents, failure to do so shall result in damage to the District. Liquidated damages for late completion of any work shall be applicable as provided in Section SR-2. Any such liquidated damages shall be deducted from any money due the Contractor. No excuse for failure to timely perform shall be recognized except as specified in Section GC-24.
3. **PAYMENT** - The District agrees to pay the Contractor for the work herein to be performed in the sum of not to exceed \$_____, subject to the Prompt Payment Discount provision (see Section GC-2), plus applicable Washington State Sales Tax in accordance with the Contract Documents.
4. **PAYMENT AND PERFORMANCE BOND** - The Contractor shall furnish in favor of the District, a Payment and Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Payment and Performance Bond has been tendered.

The parties to this Agreement have caused it to be executed on the dates indicated below. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Public Utility District No. 2
of Grant County, Washington

Full Legal Name of Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "D" – PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____
 of _____
 , (hereinafter called the "Principal"), and _____,
 as Surety, are jointly and severally held and bound unto PUBLIC UTILITY DISTRICT NO. 2 OF GRANT
 COUNTY, WASHINGTON (hereinafter called the "District"), in the sum of \$_____ for the
 payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns,
 and successors and assigns, firmly by these presents.

This bond is executed pursuant to and compliance with Chapter 39.08, Revised Code of
 Washington, and all rights and remedies under this bond shall be determined in accordance therewith.

THE CONDITION of this bond is such that, WHEREAS, the said Principal herein, executed a
 certain contract with the District, by the terms, conditions and provisions of which contract the said
 Principal herein, agrees to furnish all material and do certain work, to-wit: _____ per the Contract
 Documents made a part of said Contract, which Contract as so executed is hereunto attached, is now referred
 to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth
 at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the
 terms, conditions and provisions of said Contract in all respects, including all guarantees and warranties
 arising thereunder, and shall well and truly and fully do and perform all matters and things by it undertaken
 to be performed under said Contract, upon the terms proposed therein and within the time prescribed therein,
 or within such extensions of time as may be granted under said Contract and shall hold the District harmless
 from all costs and damages (including reasonable legal fees) which it may incur by reason of any failure to
 do so, and shall fully reimburse and repay the District for all expense which it may incur in making good
 any such failure of performance on the part of the Principal, and shall pay all laborers, mechanics, and
 subcontractors and material suppliers, and all persons who supply such person or persons, or subcontractors,
 with provisions and supplies for the carrying on of such work and shall fully reimburse the District for any
 excess in cost of construction over the cost set in the Contract and any amendments thereto, occasioned by
 any default of the Principal under the Contract and any amendments thereto, then this obligation shall be
 null and void, but otherwise shall remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition, or alteration of any
 provision of the Contract agreed to between the Contractor and the District, and no forbearance on the part
 of the District, shall operate to relieve surety from any liability on this bond, and consent to make these
 alterations without further notice to or consent by the surety is hereby given.

The Surety for value received agrees that no change, extension of time, alteration or addition to the
 terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under
 the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice
 of any change, extension of time, alteration or addition to the terms of the Contract or to the work performed.
 The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase
 the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on the
 bond and notice to Surety is not required for such increased obligation.

Dated this _____ day of _____, 20__.

"PRINCIPAL"

Full legal company name

Signature

Print name

"SURETY"

Full legal company name

Signature

Print name

Address of local office and agent, and home
offices of Surety Company:

* Contractor shall attach Power of Attorney for person signing on behalf of Surety.

EXHIBIT "E" – CHANGE ORDER

NO. ____

Pursuant to Section GC-11, the following changes are hereby incorporated into this Contract:

- A. Description of Change:
- B. Time of Completion: The revised completion date shall be _____. Liquidated damages, if any, shall be assessed based on the revised completion date.
OR
 The completion date shall remain _____.
- C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall remain unchanged (be increased/decreased by the sum of \$ _____ plus applicable sales tax). This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$ _____, including changes incorporated by this Change Order.
- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2
 of Grant County, Washington

Full Legal Name of Contractor

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
 Title

Name of Authorized Signature
 Title

Date: _____

Date: _____

EXHIBIT "F" – DISTRICT INSTRUCTIONS

No. _____

Contract No.:	230-12183	Drawing No. (if applicable):	
Project Name:			

This Instruction is issued in accordance with the terms and conditions of the Contract Documents as:

- ☐ 1. An interpretation of Contract Documents, or
- ☐ 2. An order to proceed immediately with minor changes not affecting Contract Price or time for completion of the work.

INSTRUCTION:

DO NOT PROCEED with the Instruction 1 or 2 above if you believe this Instruction shall provide the basis for a claim or increase in the Contract Price or time for completion of the work. By signing this Instruction, Contractor hereby agrees that as a result thereof, there shall be no change in Contract Price or time of completion and waives any claim relating thereto.

RECEIPT ACKNOWLEDGED AND INSTRUCTION ACCEPTED (unless CCOP is attached):

Public Utility District No. 2
of Grant County, Washington

Full Legal Name of Contractor

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____

- ☐ 3. An order to proceed with preparation and submittal of Contractor Change Order Proposal Form (CCOP, Exhibit "G") immediately for change affecting Contract Price or time for completion of the work.

SUBMIT AN ITEMIZED PROPOSAL for changes in the Contract Price or time for completion of the work if you believe Instruction 3 is a modification to the Contract Documents that affects Contract Price or time for completion of the work. Within three days, the Contractor must submit a CCOP or notify the District Representative, in writing, of the date on which the CCOP submission will be completed.

EXHIBIT “G” – CONTRACTOR CHANGE ORDER PROPOSAL

No. _____

Contract No: 230-12183

Date: _____

Drawing No.: _____

To: Public Utility District No. 2 of Grant County, Washington

- A. Description of Proposal: (attach separate document/pages/drawings, etc., as needed)
- B. Proposed Contract Time of Completion Adjustment: (if any)
1. Describe impact of proposal on Contract time of completion or milestone(s) (attach separate pages, documents as needed).
 2. Provide reason/justification for any change to the Contract completion date or required milestone date(s) including a description of circumstances leading to the event that required this proposal (attach separate pages, documents as needed).
 3. Provide all supporting data that will be helpful to the District in evaluating the proposed schedule change (attach separate pages, documents as needed).
 4. Date event occurred (if applicable) that required this proposal as well as attaching a revised project schedule showing the impact (if any) of the proposed schedule change.
- C. Proposed Contract Price Adjustment: (if any)
1. Indicate proposed increase/decrease to the Contract lump sum or Contract Price.
 2. For any proposed Contract Price adjustment, Contractor shall provide a detailed cost breakdown, including all labor categories, hours, rates, material quantities, and equipment hours and charges (attach separate pages, documents as needed).
- \$ _____ (lump sum/not to exceed)
- D. Impact to project if this Proposal is not accepted: (if any)

Note: The District shall not be liable for any payment to Contractor, or any claims arising therefrom, for any proposal, until such time as a Change Order has been approved and authorized, in writing, by the District (if ever), in accordance with Contract Section GC-11. Contractor understands and agrees that any information contained herein is in no way binding on the District or is submitted only for the purpose of evaluation by the District.

Full Legal Name of Contractor

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "H" – CERTIFICATE OF COMPLETION AND RELEASE

FROM: _____
(Contractor)

TO: Public Utility District No. 2 of Grant County, Washington
(District)

Contract No. 230-12183, entered into the _____ day of _____, 20____.

Between Public Utility District No. 2 of Grant County, Washington and
_____ of _____, _____ for

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the District to the Contractor under the Contract and duly approved Change Orders and modifications the balance of \$ _____.

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the District to the Contractor:

- a. _____
- b. _____
- c. _____
- d. _____

(Itemize claims and amounts due - If none, so state)

3. The undersigned further certifies that all work required under this Contract including work required under Change Orders numbered _____ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.

4. Except for the amounts stated under paragraphs 1 and 2, hereof, the undersigned has received from the District all sums of money payable to the undersigned under or pursuant to the above mentioned Contractor or any modification or change thereof.

Certificate of Completion and Release
Page 2

5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the District from any and all claims arising under or by virtue of this Contract, except the amount listed in paragraph 2 hereof; provided however, that if for any reason the District does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but shall release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in paragraph 1, hereof, he shall release the District from any and all claims of any nature whatsoever arising out of said Contractor or modification thereof, and shall execute such further released or assurances as the District may request.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signature: _____ Title: _____
Name: _____ Date: _____
Authorized Representative

Location or Place Executed (City and State): _____

EXHIBIT "I" – COLLECTIVE BARGAINING AGREEMENT, SECTION 2.5

2.5 Contracting and Job Security

2.5.1

The District shall make appropriate provisions in any agreement entered into with any building trades, electrical or mechanical contractor or subcontractor, for the furnishing of work to the District, that such contractor or subcontractor shall conform to the Contract provisions of Washington State law affecting Public Utility District at the time of the contract award, except that contracts let in accordance with Section 2.5.2 shall require adherence to current wage rates. The District shall require contractors to furnish the District with the rates of wages and other employee benefits.

2.5.2

For purposes of the preceding paragraph with respect to contracts for line and substation maintenance and construction, including pole testing and tree trimming, current and prevailing wage rates, employee benefits and working conditions shall be defined as the equivalent of those expressed through collective bargaining for the Union's construction membership. Verification of payment shall be furnished to the Union by way of Contractor certified payroll documents upon request. It is agreed by the parties hereto that this requirement can be fulfilled by the contractors having an agreement with Local 77.

2.5.3

Written notice shall be given to the Union prior to the start of pending contract work.

2.5.4

It is recognized by both the Union and the District that a stable total work force is desirable. To this end, the District shall not use contracting as a reason for reduction of force. In the case of lack of work because of automation or technological change, reductions shall be made by attrition when reassignment is not feasible. Employees so affected shall not lose their established pay rate.

EXHIBIT "J" – BOND IN LIEU OF RETAINAGE

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto Public Utility District No. 2 of Grant County, Washington (hereinafter "District"), and to any claimants eligible to file a lien or claim against monies retained by the District pursuant to RCW 60.28 (hereinafter collectively designated as "Obligees"), from monies earned by Principal in the sum stated below, to the payment of which, well and truly to be paid, we bind ourselves, or heirs, executors and successors jointly and severally, firmly by these presents.

The condition of the obligations is such that, whereas, the Principal and the District entered into a Contract for public improvement for _____ and, whereas, the Principal requested the District to accept this bond in lieu of all of the Contract retainage which the District would otherwise be required to withhold pursuant to Chapter 60.28 RCW; and whereas, the Principal has submitted to the District this bond executed by itself and the Surety, a corporation authorized to issue surety bonds in the State of Washington, in the penal sum of, \$ _____ lawful money of the United States of America, which is 5% of the Contract Price, and the Principal has requested the District, within 30 days of delivery of the bond to the District, to release the monies that would otherwise be retained; and the District has consented to permit Principal to file this bond in lieu hereof.

NOW, THEREFORE, if the Principal shall indemnify the Obligees from all loss which Obligees may suffer by virtue of the release of retainage to Principal on monies earned or to be earned, and shall pay any sum which Obligees may recover on their claims, together with costs of suit, reasonable legal fees, and interest to which the claimants may be entitled consistent with law and any claims, costs of suit and reasonable legal fees incurred by the District, then this obligation to be null and void, otherwise to be in full force and effect.

Provided: however, it is expressly understood and agreed:

1. This bond is given and accepted under and in accordance with the provisions of RCW 60.28 and is subject to all claims and liens and in the same manner and priority as set forth for retained percentages contained therein.
2. The laws of the State of Washington shall be applicable in the determination of the rights and obligations of the parties hereunder.
3. No right of action shall accrue upon or by reason hereof to, or for the use or benefit of anyone other than the Obligees herein identified.
4. The aggregate liability of the Surety under this bond for claims against this bond shall not exceed the penal sum of this bond unless change orders, changes in quantities of work or materials provided or other amendments to the Public improvement Contract increase the amount the District is required to retain, in which event the aggregate liability of the Surety shall increase by a sum equaling the increase in the Contract Price multiplied by 5%.
5. The Surety acknowledges that increases in Contract Price may occur as identified in the preceding paragraph. The Surety hereby waives any defense of lack of notice of said increases and the consequent increases in retainage released to the Principal against claims by the Obligees, or any of them.

6. In the event Principal fails at any time to pay persons protected under Washington law, RCW Chapter 60.28, or the District has reason to believe that the District or other Obligee has a claim against the retainage or for other good cause, the District claim against the retainage may, at its option, resume retaining from monies earned by Principal such amount as it would otherwise be entitled to retain had this bond not been accepted. Notwithstanding the District's resuming such retainage, this bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Principal. After Principal has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to this agreement. Notwithstanding any action the District may take pursuant to this section, Surety shall remain liable as set forth above. It shall be no defense, by Surety or Principal, against any claim under this bond that the District should have resumed retaining monies.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seal this ____ day of _____, 20____.

"PRINCIPAL"

Signature

Print Name

Attorney in Fact

"SURETY"

Signature

Print Name

Attorney in Fact

Address of local office and agent, and home
offices of Surety Company:

* Contractor shall attach Power of Attorney for person signing on behalf of Surety.

EXHIBIT “K” – NOTICE TO PROCEED

To: _____

Project Name: Priest Rapids Spillway Stability Improvement Project

Date of Award: _____

You are hereby notified to commence work on the above referenced project on **April 1, 2026**, and you are to complete the work as follows:

Milestone No. 1 - Pre-production anchors shall be completed no later than 130 working days following the date for work to commence issued in the Notice to Proceed. Pre-production anchors are completed when complete quality testing, performance testing, and extended lift-off test data is submitted in accordance with Technical Specification 31 68 13.

Milestone No. 2 – Completion of all work occurring in the Spillway and Forebay Hazard Barrier shall be completed no later than 285 working days following review of preproduction anchors in accordance with Technical Specification 31 68 13 Article 3.01A and SR-36 FERC Dam Safety Requirements. All work complete shall include all spillway anchors, removal of all working platforms and support equipment to allow operation of all spillway gates, removal of temporary floating barrier, and demobilization of all barges and any placed anchorage within the Forebay Hazard Barrier.

All remaining work shall be completed within 40 working days following completion of Milestone 2.

All required work, including labor and specified materials, shall be in full compliance with the terms and conditions contained in the Contract Documents referenced above, which are herein incorporated by this reference.

Public Utility District No. 2
of Grant County, Washington

BY: _____

Logan Castle
District Representative

DATE: _____

EXHIBIT “L” – AUTHORIZATION FOR ADDITIONAL TIME AND EQUIPMENT

In accordance with Section SR-13, the Contractor agrees to add the following billing rates, which were not included in the Supplemental Bid Form for Additional Time and Equipment. These rates may not be used for any additional Time and Material Change Orders issued in accordance with Section GC-11 until rates are negotiated and approved by the District.

TIME

All billing rates shall include payroll, payroll taxes, small tools and fringe benefits. Overtime Rate shall not exceed 150% of Straight Time Rate. District will reduce any rates exceeding limitations to the maximum allowed.

Item No.	Description	Straight Time Hourly Rates	Overtime Hourly Rates

EQUIPMENT
(Contractor owned)

The equipment rates below shall include all costs of operation, including fuel, insurance, mileage and maintenance. This rate shall not exceed 80% of the Rental Rate Blue Book for Construction Equipment from EquipmentWatch (<http://www.equipmentwatch.com>). Contractor is responsible for any costs associated with EquipmentWatch and will provide the District with documentation supporting listed rates as requested. Payment shall be paid based on actual quantities of operation. Payment for standby time on rental equipment shall be negotiated. Equipment rates do not include an operator.

Item No.	Description	Rate/Unit	Maximum Daily Rate

Public Utility District No. 2
of Grant County, Washington

Full Legal Name of Contractor

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____

EXHIBIT “M” – APPRENTICE UTILIZATION PLAN

The Apprentice Utilization Plan will be posted as a separate document on the District’s ProcureWare website.

EXHIBIT “N” – CONTRACTOR SAFETY REQUEST FOR INFORMATION

Contractor Safety Request for Info

Contractor Company Name:		Prepared By:	
Address:		Title:	
		Phone #:	
		Date:	

Years in business under current company name: _____

PRINCIPAL BUSINESS ACTIVITY:

- | | | |
|--|--|---|
| ☐ Blasting/Painting | ☐ Instrumentation | ☐ Machining |
| ☐ Cranes | ☐ Lead/Asbestos Abatement | ☐ Welding/Piping |
| ☐ Excavation | ☐ Cement Work | ☐ Electrical |
| ☐ Heavy Transport | ☐ Drilling | ☐ Other _____ |
| ☐ Labor Service | ☐ General Construction | |
| ☐ Scaffold | ☐ Hydro-Blasting/Cleaning | |

EXPERIENCE MODIFICATION RATE:

Provide the following health, safety, and environmental (HSE)-related information:

List your company's interstate or intrastate (if applicable) Experience Modification Rate (EMR) for the three (3) most recent years, as evidenced in workers' compensation insurance premiums:

Last Year: _____ 2-Years Ago: _____ 3-Years Ago: _____

Higher rates may require a corrective action plan for your company. Provide a copy of the letter from your insurance broker or insurance company evidencing the rate for the last 3 years.

- ☐ Check this box if your company has less than the minimum number of employees required by law to carry workers' compensation insurance or if your company does not have an EMR. (If checked, provide a letter from your insurance company stating this.)

Fill in the following information for the last three available years (use your OSHA 300 Logs)		Last Year	2-Yrs Ago	3-Yrs Ago
(A)	Number of fatalities each year			
(B)	Number of lost workday/restricted activity each year			
(C)	Recordable injury cases each year			
(D)	Total hours each year (do not include non-work time, even though paid)			
(E)	Injury incident rate = <u>NO. OF RECORDABLE INJURIES x 200,000</u> <u>TOTAL HOURS FOR YEAR</u>			

If your company experienced a work-related fatality during this period, provide a brief description of the causes and corrective actions taken. ☐N/A

Has Washington State Labor & Industries, OSHA, EPA, or other State or Federal enforcement agency(s) cited and assessed penalties against your company for any “serious,” “willful” or “repeat” violations in the past five years? ☐Yes ☐No

If “yes,” attach a separate page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the agency Appeals Board and a decision has been issued, state the case number and the date of the decision.

NOTE: If you have filed an appeal of a citation and the agency appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Does your company have a written HSE program?	☐ Yes	☐ No
If yes, attach a copy or a summary of your program, including HSE policy you may have.		
Have an orientation program for new hires?	☐ Yes	☐ No
Have training program for newly hired/promoted foremen and supervisors?	☐ Yes	☐ No
Do you hold workplace HSE meetings for supervisors?	☐ Yes	☐ No
If yes, how often? ☐ Daily ☐ Weekly ☐ Biweekly ☐ Monthly ☐ As Needed		
Do you hold employee “toolbox” HSE meetings?	☐ Yes	☐ No
If yes, how often? ☐ Daily ☐ Weekly ☐ Biweekly ☐ Monthly ☐ As Needed		
Do you conduct pre-task HSE planning meetings with employees?	☐ Yes	☐ No
If yes, briefly describe the program format and/or attach a copy.		
Do you conduct workplace HSE inspections?	☐ Yes	☐ No
If yes, who conducts this inspection?		
How often? ☐ Daily ☐ Weekly ☐ Biweekly ☐ Monthly ☐ As Needed		

Is the company a member of any external HSE program that awards certificates of recognition?		☐ Yes	☐ No
If yes, list certificates of recognition your company has received within the past 3 years:			
Indicate elements included in your overall HSE program		HSE Program	New Hire Training
	Corporate HSE Policy		
	HSE Workplace Committee		
	HSE Inspections and Audits		
	Personal Protective Equipment		
	Hazard Assessment and Communication		
	Task Assignment Training		
	Respiratory Protection		
	Fall Protection		
	Scaffolding and Ladders		
	Perimeter Guarding		
	Housekeeping		
	Fire Protection/Prevention		
	First- Aid Procedures/Facilities		
	Emergency Procedures		
	Toxic Substances/Hazard Communication		
	Trenching and Excavation		
	Signs, Barricades, and Flagging		
	Electrical Safety		
	Rigging and Crane Safety		
	Safe Work Practices		
	Safety Supervision		
	Toolbox/Workplace HSE Meetings		
	Incident Investigation/Reporting		
	Abrasive Blasting Safety		
	Substance Abuse		
	Vehicle Safety		
	Use of Compressed Gas Cylinders		
	Welding/Cutting		
	Medical Evaluation		
	Blood borne Pathogens		

	Employee Discipline			
	High-Pressure Water Cleaning			
	Hot Taps			
	Noise/Hearing Conservation			
	Heat/Cold stress			
	Incentives/Awards for HSE Achievements			
	Spill Prevention/Response			
	Dust Suppression			
	Wastewater/Storm Water Management			
	Hazardous Waste and Solid Waste Management			
	Equipment Emissions			
	Wetlands/Sensitive Habitats			

THIS INFORMATION MUST BE FURNISHED TO GRANT PUD PRIOR TO THE BIDDING OF ANY CONTRACT OR ONSITE LABOR

For further information or assistance in meeting these requirements, please contact the designated Grant PUD District Representative.

REVIEW/APPROVAL SIGNATURES
GRANT PUD USE ONLY

REQUIRED SIGNATURE SAFETY: _____ DATE _____ DISTRICT REP. _____ DATE _____	☐ RECEIVED ☐ FURTHER REVIEW
---	---

EXHIBIT “O” – REFERENCE DOCUMENTS

The Reference Documents will be available to download through a secured FTP site. Further instructions will be sent via email upon approval of the NDA.

Document ID	1.0 - Reports and Plans	Document Date	Classification (CEII, BCSI, SSI)
1.1	Priest Rapids Spillway Stability Improvement Project (PRSSIP) Final Design Report	May 2025	CEII
1.2	Priest Rapids Development Final Report	July 1966	CEII
1.3	Historical Geotechnical and Geological Data	Various	CEII
1.4	Priest Rapids Barge Anchor Block Inspection Report	December 2023	N/A
1.5	Root Cause Analysis – Gated Spillway Structure – Concrete Horizontal Lift Joint at Elevation 405 Feet	March 2019	CEII
1.6	Priest Rapids Dam 2006 CFD Model Report – Forebay and Tailrace Velocities	May 2006	N/A
1.7	Anticipated Forebay Velocity CFD Analysis Technical Report	September 2025	CEII

Document ID	2.0 - Drawings	Document Date	Classification (CEII, BCSI, SSI)
2.1	Spillway Design and Shop Drawings	Various	CEII
2.2	Spillway Gate Drawings	Various	CEII
2.3	Right Bank Fishway Drawings	Various	CEII
2.4	Spillway Gallery Drain Hole Reference Drawings	Various	CEII
2.5	Foundation Drain Redrilling Reference Drawings	Various	CEII
2.6	Priest Rapids Dam Avian Wire Array Drawings	January 2009	N/A
2.7	Priest Rapids Dam Water System Improvements Left Bank Drawing	August 2013	N/A
2.8	PPRE Well Waterline Extension Drawings – Issue for Bid	May 2025	N/A

2.9	Hazard Barrier Detail Drawing	February 2022	N/A
2.10	Priest Rapids Existing Forebay Concrete Anchor Blocks	July 2024	N/A
2.11	Fish Bypass Spillway Apron Drain Drawings (Spillway Monolith 20)	April 2017	CEII
2.12	PR 25 Ton Upstream Bulkhead Gantry Crane Drawings	March 2019	CEII
2.13	Priest Rapids Survey Control Drawing	October 2023	N/A
2.14	Drawing 138C59 - Left Embankment Detail	December 1956	CEII
2.15	Drawing 2114-1234 - PR General Plan	January 2021	CEII
2.16	Priest Rapids Drain Hole Locations	September 1998	CEII
2.17	Priest Rapids Right Bank Sump Drawings	October 1964	CEII

Document ID	3.0 - Photographs	Document Date	Classification (CEII, BCSI, SSI)
3.1	Select Original Construction Photographs	Various	CEII

Document ID	4.0 - Videos	Document Date	Classification (CEII, BCSI, SSI)
4.1	Priest Rapids Barge Anchor Block Inspection Dive Videos	December 2023	N/A

Document ID	5.0 - Additional Data	Document Date	Classification (CEII, BCSI, SSI)
5.1	Tailwater exceedance curves (2005–2015 records)	July 2019	N/A
5.2	Priest Rapids – Wind Speed – 2016 - 2023	September 2024	N/A
5.3	Priest Rapids Bathymetry Data	Various	CEII
5.4	Foundation Drain Hole Data Sheets	October 2018	CEII
5.5	Foundation Drains – Flow, Pressure, and Depth Procedure	July 2011	N/A
5.6	Foundation Grouting Information	Various	CEII

5.7	Priest Rapids Spillway Grout Gallery Weir Flow Data	2023	CEII
-----	--	------	------

Additional Publicly Available Data

- A. Northwest Power Planning Council (NPPC) Fish Passage Center data, available online at http://www.fpc.org/river/flowspill/FlowSpill_Query.html
- B. USGS stream gage no 12472800, "Columbia River below Priest Rapids Dam, WA" available online at: https://waterdata.usgs.gov/nwis/inventory/?site_no=12472800.
- C. Columbia River Basin Water Management Dataquery available online at: <https://pweb.crohms.org/dd/common/dataquery/www/?k=priest%20rapids>

EXHIBIT "P" - NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("NDA") is entered into on the date shown on the signature page between Public Utility District No. 2 of Grant County, Washington ("District"), and _____, ("Contractor"), sometimes collectively referred to as the "Parties."

RECITALS

The District has identified and designated certain information as confidential. For purposes of this Agreement, "Protected Information" includes:

- District customer information protected under RCW 19.29A, Consumers of Electricity;
- District employee information;
- District vendor information;
- All technical and business information or material that has or could have commercial value or other interest in the business or prospective business of the District;
- All information and material provided by the District which is not an open public record subject to disclosure under RCW 42.56, Public Records Act;
- All information of which unauthorized disclosure could be detrimental to the interests of the District or its customers, whether or not such information is identified as Protected Information; and
- Any information identified and designated by the District as Security Sensitive Information (SSI), Critical Energy Infrastructure Information (CEII), and/or Critical Infrastructure Protection (CIP) Protected Information in accordance with the State of Washington, Federal Energy Regulatory Commission (FERC) and/or North American Reliability Corporation (NERC), which have established regulations for the protection of sensitive plans, drawings, and records defined as SSI, CEII, and/or CIP Protected Information. SSI, CEII, and CIP Protected Information are further defined in Appendix "A".

Because of the sensitive nature of such information that may be provided to the Contractor, Contractor must execute and deliver this NDA to the District prior to receiving such Protected Information from the District.

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation by Reference.** The recitals set forth above are incorporated herein as if fully set forth.
2. **Protected Information Disclosure.** All information and drawings that are disclosed by the District to the Contractor, which are designated as confidential, SSI, CEII, and/or CIP Protected Information, shall be protected hereunder as Protected Information.

3. **Non-Disclosure.** Subject to the provisions of Section 4 and unless the parties agree otherwise, this non-disclosure obligation shall survive the termination of this NDA. Contractor shall not disclose or disseminate Protected Information and shall:
 - A. Restrict disclosure of Protected Information solely to its agents and employees with appropriate District authorization and not disclose such Protected Information to any others; and
 - B. Advise and require all of its officers, agents, employees, representatives, prospective and successful subcontractors, consultants and employees thereof with access to the Protected Information to execute an NDA in this same form with the District prior to allowing them access to the Protected Information; and
 - C. Use the Protected Information provided hereunder only for purposes directly related to performance of the work on Contract 230-12183 as requested by the District.
 - D. In the event third parties attempt to obtain the Protected Information by legal process, the Contractor agrees that it will not release or disclose any Protected Information until the District has received notice of the legal process and has been given reasonable opportunity to contest such release of information and/or to assert the confidentiality privilege.
4. **Ownership and Return of Protected Information.** All Protected Information shall remain the property of the District. Contractor is responsible for safeguarding and returning all Protected Information or shall certify, by signed, statement delivered to the District, the destruction of all original Protected Information provided along with any copies made by the Contractor. Such delivery shall be to the District, Attention: Beau Schwab, Procurement Officer, PO Box D4, 14352 Highway 243 S, Beverly, WA 99321.
5. **Compliance Audit.** The District may audit Contractor's compliance with this NDA.
6. **Applicable Law.** This NDA is made under, and shall be construed according to, the laws of the State of Washington and the Federal Energy Regulatory Commission regulations. Venue for any action brought pursuant to this NDA shall, at the District's option, be in Grant County Superior Court, Grant County, Washington or in the United States District Court for the Eastern District of Washington.
7. **Assignment.** This NDA may not be assigned.
8. **Violations.** Contractor understands and agrees that the District is providing the Protected Information to Contractor in reliance upon this NDA, and Contractor will be fully responsible to the District for any damages or harm caused to the District by a breach of this NDA by Contractor or any of its officers, directors, agents, employees, subcontractors, consultants or affiliates. Contractor acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the District for which there will be no adequate remedy at law, and the District shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this NDA by Contractor. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity. In addition to injunctive relief, civil or criminal penalties may be imposed for each violation of this NDA.

9. **Attorney's Fees.** In the event it is necessary for the District to utilize the services of an attorney to enforce any of the terms of this NDA, it shall be entitled to compensation for its reasonable attorney's fees and costs. In the event any legal action becomes necessary to enforce the provisions of the NDA, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief allowed, regardless of whether the dispute is settled by trial, trial and appeal, arbitration, mediation, negotiation or otherwise, and regardless of whether suit is formally filed.
10. **Corporate Authority; Binding Signatures.** The individual executing this NDA on behalf of Contractor warrants that he or she is an authorized signatory of the entity for which they are signing, and have sufficient institutional authority to execute this NDA.
11. **Electronic Signatures.** Signatures transmitted electronically shall be deemed valid execution of this NDA, binding on the parties.
12. **Effective Date and Term.** This NDA shall become effective immediately and remain in full force and effect until Contractor has returned all Protected Information to the District provided, however, the obligations contained in Section 3 shall survive the termination of this NDA.

CONTRACTOR: Name: _____

 Address: _____

 Phone: _____

 Email: _____

 Signature: _____

 Print Name: _____

 Title: _____

 Date: _____

APPENDIX “A” – DEFINITIONS OF PROTECTED INFORMATION

Definition of Critical Infrastructure Protection (CIP)

Pursuant to section 215 of the Federal Power Act (FPA), the Federal Energy Regulatory Commission (FERC) approved the Critical Infrastructure Protection (CIP) Reliability Standards. The CIP Reliability Standards require certain users, owners, and operators of the Bulk-Power System to comply with specific requirements (CIP-002 through CIP-014) to safeguard critical cyber assets. Penalties for non-compliance with NERC CIP can include fines, sanctions or other actions against covered entities.

Definition of Critical Energy Infrastructure Information (CEII)

The Critical Energy Infrastructure Information (CEII) guidelines of the Federal Energy Regulatory Commission (FERC) define CEII as specific engineering, vulnerability, operational or detailed design information about proposed or existing critical energy infrastructure (physical or virtual) that relates to the production, generation, transportation, transmission or distribution of energy, could be useful to a person planning an attack on critical infrastructure, is exempt from mandatory disclosure, and gives strategic information beyond the location of the critical infrastructure. 18 CFR §388.113 and RCW 42.56.520.

Definition of Bulk Electric System Cyber System Information (BCSI)

The North American Electric Reliability Corporation (NERC) has been designated by the FERC, through the Energy Policy Act of 2005, to establish and enforce standards and requirements for the reliable operation of the Bulk Electric System. The Bulk Electric System includes the District’s electrical generation resources, transmission lines, and interconnections with neighboring electric systems. Information related to the District’s Bulk Electric System Cyber Systems (BCS) is required to be protected due to the sensitive security nature of such information, and the need to protect public safety (hereinafter referred to as “CIP Protected Information”). BCSI generally (not exclusively) is defined as information about the BCS that could be used to gain unauthorized access or pose a security threat to the BCS and affect the reliable operations of the Bulk Electric System. The District is required to protect this information including, but not limited to, network topology/diagrams; floor plans for computing centers; equipment layouts; security configuration information and other information as defined in the NERC standards. FERC Order No. 706, issued January 18, 2008; 18 CFR Part 40; and RCW 42.56.070.

Definition of Security Sensitive Information (SSI)

Security Sensitive Information is those portions of records assembled, prepared, or maintained to prevent, mitigate, or respond to criminal or terrorist acts, which are acts that significantly disrupt the ability of the District to fulfill its mission and goals and that manifest an extreme indifference to human life, the public disclosure of which would have a substantial likelihood of threatening public safety. SSI includes: (a) Specific and unique vulnerability assessments or specific and unique response or deployment plans, including compiled underlying data collected in preparation of or essential to the assessments, or to the response or deployment plans; (b) Records not subject to public disclosure under federal law that are shared by federal or international agencies, and information prepared from national security briefings provided to state or local government officials related to domestic preparedness for acts of terrorism; and (c) Information regarding the infrastructure and security of computer and telecommunications networks, consisting of security passwords, security access codes and programs, access codes for secure software applications, security and service recovery plans, security risk assessments, and security test results to the extent that they identify specific system vulnerabilities.

Bulk Electric System (BES)

Unless modified by the lists shown below, all Transmission Elements operated at 100 kV or higher and Real Power and Reactive Power resources connected at 100 kV or higher. This does not include facilities used in the local distribution of electric energy. Inclusions:

- I1 - Transformers with the primary terminal and at least one secondary terminal operated at 100 kV or higher unless excluded by application of Exclusion E1 or E3.
- I2 – Generating resource(s) including the generator terminals through the high-side of the step-up transformer(s) connected at a voltage of 100 kV or above with: a) Gross individual nameplate rating greater than 20 MVA. Or, b) Gross plant/facility aggregate nameplate rating greater than 75 MVA.
- I3 - Blackstart Resources identified in the Transmission Operator's restoration plan
- I4 - Dispersed power producing resources that aggregate to a total capacity greater than 75 MVA (gross nameplate rating), and that are connected through a system designed primarily for delivering such capacity to a common point of connection at a voltage of 100 kV or above. Thus, the facilities designated as BES are: a) The individual resources, and b) The system designed primarily for delivering capacity from the point where those resources aggregate to greater than 75 MVA to a common point of connection at a voltage of 100 kV or above.
- I5 –Static or dynamic devices (excluding generators) dedicated to supplying or absorbing Reactive Power that are connected at 100 kV or higher, or through a dedicated transformer with a high-side voltage of 100 kV or higher, or through a transformer that is designated in Inclusion I1 unless excluded by application of Exclusion E4.

Bulk Electric System (BES) Cyber Asset

A Cyber Asset that if rendered unavailable, degraded, or misused would, within 15 minutes of its required operation, misoperation, or non-operation, adversely impact one or more Facilities, systems, or equipment, which, if destroyed, degraded, or otherwise rendered unavailable when needed, would affect the reliable operation of the Bulk Electric System. Redundancy of affected Facilities, systems, and equipment shall not be considered when determining adverse impact. Each BES Cyber Asset is included in one or more BES Cyber Systems.

**EXHIBIT “Q” - BACKGROUND CHECK/IDENTITY VERIFICATION BY
CONTRACTOR/VENDOR**

Contractor Name: _____ Date: _____

Contract Number: _____ Procurement Officer: _____

Project Manager: _____

In accordance with NERC Reliability Standards CIP 002-011, we are providing Public Utility District No. 2 of Grant County, Washington certification of background checks performed on personnel who will require authorized Unescorted Physical Access and/or Electronic Access to District High or Medium Impact BES Cyber Systems, and their associated EACMS and PACS.

Accordingly, we certify that:

1. A background check has been conducted on the following employee(s) that includes a 7-year criminal history records check, a current residence check and a residence check at other locations where, during the 7 years immediately prior to the date of the criminal history records check, the employee has resided for 6 consecutive months or more; and the assessment of the employee is consistent with the safe and efficient performance of the services and meets the minimum standard for criminal checks as set forth by the attached Evaluation Criteria.
2. Employment eligibility identity verification has been completed to ensure employee is legally permitted to work in the United States. (Citizenship, Federal I-9 form verification)

Employee Name	Background Check Completion Date	Indicate Pass (P) or Fail (F)	Identity Verification Completion Date	PRA Completion Date (District use only)

(Do not send actual background check documents)

Name of company where background check was performed: _____

Certified by: _____ Title: _____

Phone No.: _____

Email: _____

Return this form to: CIPDocuments@gcpud.org

***** Access will not be granted until this Background Check has been completed and training taken*****

These are sub-sections of the “Grant County PUD Personnel Risk Assessment Program” relevant to Vendor(s) and/or Contractor(s). For the complete program please contact rcstaff@gcpud.org

Evaluation Criteria:

Contractors with physical or electronic access to District High or Medium Impact BES Cyber Systems and their associated EACMS and PACS, shall certify a background check was met using the following criteria:

Whether the individual has ever been convicted of any of the following FELONIES:

- Murder
- Kidnapping
- Manslaughter
- Fraud, theft, and/or robbery
- Criminal sexual conduct
- Arson

Whether the individual has ever been convicted of the following MISDEMEANORS:

- Violence related
- Honesty related

Whether the individual has ever been convicted of a single misdemeanor, other than minor traffic offenses, which are generally defined as traffic offenses that did not involve property damage and/or personal injury.

Individual is not currently awaiting adjudication on any criminal charge other than minor traffic offenses, which, again, are generally defined as traffic offenses that did not involve property damage and/or personal injury.

In the event the individual has been convicted of a felony or misdemeanor, the Contractor shall not assign such individual to a District location without first discussing such conviction with the District and obtaining the approval of the District’s PRA Committee for such assignment in accordance with the District’s Personnel Risk Assessment Program. The District reserves the right to refuse the assignment of an individual who does not pass the above Evaluation Criteria after review and consideration of the extenuating circumstances by the District’s PRA Committee.

FOR GRANT PUD USE ONLY

If Background Check failed enter date of PRA Committee Review: _____ Pass ____ Fail ____
(Check one)

Signature of PRA Committee member: _____

EXHIBIT “R” - CONTRACT DRAWINGS

Contract Drawings will be available to download through a secured FTP site. Further instructions will be sent via email upon approval of the NDA.

Drawing No.	Contract Drawing Title	Classification (CEII, BCSI, SSI)
230-12183-G1	COVER SHEET	CEII
230-12183-G2	ABBREVIATIONS, LEGEND AND GENERAL NOTES	CEII
230-12183-G3	SITE PLAN AND SITE ACCESS	CEII
230-12183-G4	TRAFFIC CONTROL PLAN	CEII
230-12183-C1	SPILLWAY ANCHOR PLAN	CEII
230-12183-C2	SPILLWAY ANCHOR PROFILE	CEII
230-12183-C3	SPILLWAY ANCHOR SECTION	CEII
230-12183-C4	SPILLWAY BAY ISOMETRIC VIEWS	CEII
230-12183-C5	ANCHOR DETAILS, SHEET 1 OF 2	CEII
230-12183-C6	ANCHOR DETAILS, SHEET 2 OF 2	CEII
230-12183-C7	ANCHOR SCHEDULE	CEII
230-12183-C8	SITE ACCESS DETAILS, RIGHT FISH FACILITY LOCATION	CEII
230-12183-C9	LEFT EMBANKMENT STAGING AND LAYDOWN AREA	CEII
230-12183-C10	APRON DRAIN PROTECTION DETAILS	CEII
230-12183-C11	MISCELLANEOUS DETAILS	CEII
230-12183-C12	DRAIN PROTECTION SCHEDULE SHEET 1 OF 2	CEII
230-12183-C13	DRAIN PROTECTION SCHEDULE SHEET 2 OF 2	CEII
230-12183-C14	BARGE ANCHOR PLAN	CEII

EXHIBIT “S” – PERMIT DOCUMENTS

All permits will be available to download through a secured FTP site. Further instructions will be sent via email upon approval of the NDA. All permits that are not posted with the solicitation will be posted by Addendum as they are received. Unless provided in this Exhibit “S”, all remaining permits necessary for the performance of the work shall be obtained by the Contractor in accordance with Section GC-7 and Section SR-45.

Agency	Document Title	Document Date
Washington Department of Fish & Wildlife	HPA Permit Number 2025-3+5+01	February 24, 2025
State of Washington Department of Ecology	NPDES Permit. No. WA991029	July 15, 2022
State of Washington Department of Ecology	NPDES Fact Sheet Permit No. WA991029	July 15, 2022
State of Washington Department of Ecology	Permit No. WA991029 Project Discharge Authorization Letter	April 10, 2025
Public Utility District No. 2 of Grant County	Operation and Maintenance Manual Permit No. WA991029	November, 2024
State of Washington Department of Ecology	Water Quality Certification for Priest Rapids Hydroelectric Project Order No. 4219	April 3, 2007
State of Washington Department of Ecology	Anticipated Provisions Temporary Water Permit	May 14, 2025
State of Washington Department of Ecology	Temporary Surface Water Right Permit No. (TBD)	TBD
United States Army Corps of Engineers	Nationwide Permit 3 Letter of Permission No. NWS-2024-0622	September 5, 2025
Grant County	Shoreline Exemption – Grant County File #P 25-0113	May 22, 2025
Yakima County	Shoreline Exemption – Yakima County File SLE2025-00010	September 9, 2025
Federal Energy Regulatory Commission	Construction Authorization – Article 303	TBD
Public Utility District No. 2 of Grant County	Inadvertent Discovery Plan	July 31, 2025

EXHIBIT “T” – FERC DAM SAFETY DOCUMENTS

FERC Dam Safety Documents will be available to download through a secured FTP site. Further instructions will be sent via email upon approval of the NDA. See Section SR-6.

Document Title	Document Date	Classification (CEII, BCSI, SSI)
Quality Control Inspection Program	May 28, 2025	CEII
Spill Prevention Control and Countermeasures Plan	October 10, 2024	N/A
Temporary Erosion and Sediment Control Plan	October 10, 2024	N/A
Temporary Construction Emergency Action Plan	May 28, 2025	CEII
PRSSIP Construction PFMA Report	December 2019	CEII
PRSSIP Construction PFMA Report Amendment 1	May 28, 2025	CEII

EXHIBIT “U” – DISTRICT POLICIES

District Policies will be available to download through a secured FTP site. Further instructions will be sent via email upon approval of the NDA. See Section SR-6.

Document Title	Classification (CEII, BCSI, SSI)
SA-DW-PRG-450 - Working On, Over, Or Near Water	N/A
HP252501-POL – Priest Rapids Standard Operating Procedure High Flow and Surge Precautions	CEII
HP-OPS-ADM-01 - Lockout Tagout Clearance Process	N/A
SA-DW-PRG-080 Confined/Enclosed Space Program	N/A
SA-DW-PRG-430 Tape/Rope/Signage as Safety Barricade	N/A
SA-PP-STD-100 Fabricating, Repairing, or Modifying Lifting Devices In-House	N/A
District Security Policies	N/A
SA-PRS-APP-006 SSSP Checklist	N/A

COMMERCIAL EVALUATION

Contract No.:	230-12183	Contract Title:	Priest Rapids Spillway Stability Improvement Project
----------------------	-----------	------------------------	--

Bid Opening Date		06 / NOV / 2025	
Total No. of Bidders:		One	
Was prequalification required for bidding?		See add'l information	
No. of potential Bidders who obtained the Bid documents:		Three	
Was this Bid advertised in the newspaper?	Yes	If yes, where?	Prequal Advertised with Spokesman Review & Columbia Basin Herald
Addenda issued?	Yes	If yes, how many	Three

Additional Information

Prequalification: Three entities were pre-qualified on Contract No. 230-12453 (via ProcureWare and noted Newspapers). The three entities pre-qualified were: Coastal Drilling East, LLC; IMCO / Malcolm Drilling Joint Venture; Nicholson-Kuney Joint Venture. Both Coastal Drilling East, LLC and IMCO / Malcolm JV, prior to Bid Date, notified the District of their intent **not** to bid on the project.

Cost (Engineer) Estimate:	\$63,923,660.00
----------------------------------	-----------------

Bidders

Name of Bidder:	Nicholson-Kuney Joint Venture		
Total Bid Price:	\$58,683,840.00	Bid Security:	Bid Bond
Signature Certification:	NA	Delivery / Completion:	As required
Addendum Received:	Yes	Bidder's Data Provided:	Yes
Commercially Compliant?	Yes	Technically Compliant?	Yes

Additional Information:

Bidder presents as Commercially Compliant. Please see Bid binder tab "ITB 2 & JV": Bidder would like to discuss contract language related to Clarifying Questions No. 4 (specifically questions 16 & 19). Also, Bidder would like to present "enhanced approach" to Lift Joint 405 – to be reviewed by District Engineering.

For Commission Review –
~~06/27/2023~~ 11/25/2025

Formatted: No underline

RESOLUTION NO. XXXX

A RESOLUTION PRE-QUALIFYING CONTRACTORS TO PERFORM ELECTRICAL WORK FOR
GRANT PUD

Recitals

1. RCW 54.04.085 requires that contractors be pre-qualified to do electrical work for Grant PUD, and pursuant thereto, contractors listed in Appendix A have filed applications for pre-qualification with Grant PUD;
2. Grant PUD's staff have reviewed all applications and their recommendations with respect to the same are set forth in Appendix A attached hereto;
3. Grant PUD's staff recommend rejection of certain contractor pre-qualification requests, and Grant PUD's General Manager concurs with those recommendations; and
4. The Commission has reviewed and considered the recommendations of Grant PUD's staff.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that:

Section 1. The various contractor requests received by Grant PUD for pre-qualification are hereby approved and rejected as set forth in Appendix A attached hereto.

Section 2. For these contractors who are pre-qualified as set forth in Appendix A, they shall each designate their employees, and/or subcontractors with electrical contract licenses prior to performing any electrical work for Grant PUD requiring the same.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 9th day of December, 2025.

Formatted: Superscript

President

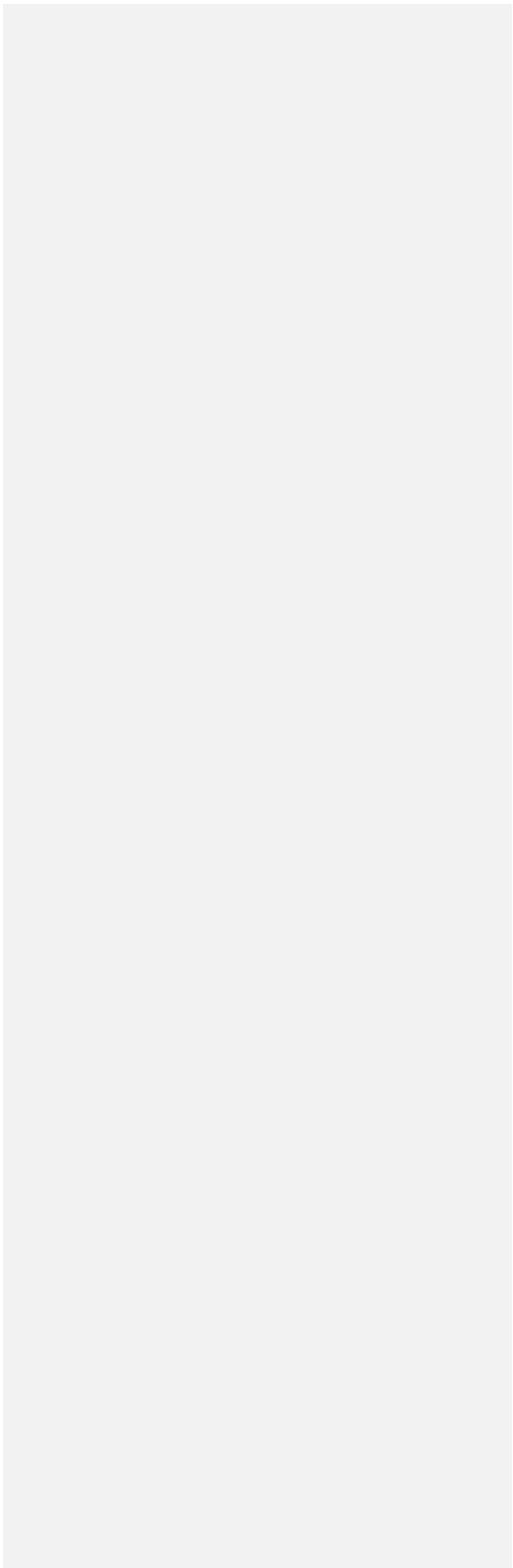
ATTEST:

Secretary

Vice President

Commissioner

Commissioner



MEMORANDUM

November 10, 2025

TO: John Mertlich, General Manager/Chief Executive Officer

VIA: Ty Ehrman, SVP Retail Operations
Ron Alexander, VP Power Delivery
Dale Campbell, Senior Manager – Power Delivery Engineering

FROM: Sharon Lucas, Administrative Assistant – Power Delivery Engineering

SUBJECT: 2026 Pre-qualification of Contractors for High Voltage Electrical Work

Ty Ehrman
Ron Alexander
Ron Alexander (Nov 12, 2025 10:41:33 PST)
Dale Campbell

Purpose: Recommend approval and/or rejection of contractor applications seeking pre-qualification for electrical work as stated in the various categories listed for the District’s Electric System in the **2026** construction year, per RCW 54.04.085.

Discussion: The District completed an annual Pre-Qualification process as required and described in RCW 54.04.085. The District advertised for contractors to be pre-approved for District electric system work for the **2026** construction year. A legal notice was published in August in the following:

- Wenatchee World
- Daily Journal of Commerce - Seattle
- Daily Journal of Commerce - Portland
- Spokesman Review

In addition to the legal notices published, the Pre-Qualification process and application is posted on the District’s Contracting Procurement website and can be downloaded by contractors.

Evaluated contractors completed the standard questionnaire and provided a financial statement. Additionally, contractors provided a statement of work experience, list of previous projects including the associated dollars required to complete the jobs, and a list of key employees to substantiate the categories of work in which they applied. The work categories are described in the table below.

WORK CATEGORIES			
A	Distribution (up to 15kV)	E	Substation Energized Maintenance
B	Transmission (115kV to 230kV)	F	Lighting
C	Substation De-energized Construction	G	Storm and Emergency Response
D	Substation Energized Construction		

A group of employees representing Power Delivery Construction & Maintenance and Power Delivery Engineering reviewed the applications for the requirements specified in RCW 54.04.085, which are: 1) adequate financial resources; 2) necessary experiences by the company and personnel; 3) organization and technical qualification to perform the work; 4) satisfactory record of performance, integrity, judgment, and skills; and 5) be otherwise qualified and eligible to receive a contract award under applicable laws and regulations.

Recommendation: Approve/Reject Contractors for work categories as described below:

- A. The following Pre-qualification Applications are recommended for approval **as applied** within categories and within the maximum amount of work, expressed in dollars, as submitted by the Contractor. The categories are more fully described in Appendix A.

CONTRACTOR	CATEGORIES							\$ Amt Millions
	A	B	C	D	E	F	G	
Cascade Cable Constructors LLC	X*		X*					10
Crux Subsurface (Quanta)	X*	X*	X*	X*				400
Granite Construction	X*		X	X*				Unlimited
International Line Builders (ILB)	X	X	X	X*		X	X	25
Olympic Electric	X*	X	X	X*		X	X	10
Potelco Inc (Quanta)	X	X	X	X*	X*	X	X	50
Power City Electric	X*		X	X*			X	20
Salish Construction Company	X*					X	X	10
Tice Electric	X*	X*	X	X*				30
Wilson Construction	X	X	X	X	X*	X	X	300

X = Recommended Approval

*** see Appendix A for complete detail (partial items requested in certain categories)**

- B. The following Pre-qualification Applications are recommended for approval **with modifications** (some work not approved) within the specific work categories as they were submitted by the Applicant. Rejection of categories for the following contractors was based on insufficient information (showing inadequate evidence of experience and technical qualifications) received on the application. Refer to Appendix A for complete detail of all categories:

CONTRACTOR	CATEGORIES							\$ Amt Millions
	A	B	C	D	E	F	G	
Asplundh Construction LLC	X	R	X	X	X	X		15M
Black & McDonald	R*	R	R	R	R*			20
Cannon Construction	X	X	R	R*		X	X	25
DJ's Electric	X	X	X	R*	R	X	X	80
Henckels McCoy (Mas-Tec Co)	R*	R*	X	R*	R	X	R	100
JACO Power Services	R*	X			R*			3B
JH Kelly LLC	X*		X*	R*				200
Michels Pacific Energy	X	X	X	R*	R*	X	X	500
Mountain Power Construction	X	X	R	R	R	X	X	35
NW Utility Service	X*	R	X*	R*		R	X	8
Palouse Power LLC	X	X	X	R*	R*	X	X	40
Sturgeon Electric	X	X	X	R*	R*	X	X	5
Summit Line Constriction	X	X	X	R*	R*		R	100
Ward Electric Company	R*	X	X*	X*		X	X	100

A = Approval R = Rejected

*** see Appendix A for complete detail (partial items requested in categories or rejected in certain categories)**

- C. Contractors rejected for the work categories listed below were rejected for failure to provide adequate
*financial documentation or **evidence of experience and technical qualifications in performing the
required functions for the specific work category.

<i>*Cashe Valley Electric</i>	<i>Rejected</i>								250

Legal Review: see attached e-mail(s).

c: Dale Campbell
Patrick Bishop
Niconia Butler
Sharon Lucas

APPENDIX A

2026 PREQUALIFICATION EVALUATION <i>As Applied</i>	CASCADE CABLE CONSTRUCTORS	CRUX SUBSURFACE (QUANTA)	GRANITE CONSTRUCTION	ILB (EVERUS CONST GROUP)	OLYMPIC ELECTRIC CO INC	POTELCO INC (QUANTA)	POWER CITY ELECTRIC	SALISH CONST CO	TICE ELECTRIC CO	WILSON CONST CO
Appendix A										
Requested \$\$ Amount in Millions	10M	400M	UNLIMITED	25M	10M	50M	20M	10M	30M	300M
A. DISTRIBUTION (up to 15kV):										
a. Hot work - Overhead Line Construction and Maintenance				Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
b. Overhead Construction		Accepted		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
c. Underground - Primary (15kV) Cable and Equipment Installation		Accepted		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
d. Underground - Secondary (up to 600V) Cable and Equip. Installation		Accepted		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
e. Hot work - Underground Cable System Construction and Maintenance				Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
f. Plowing - Electrical Power Cable	Accepted			Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
g. Plowing - Electrical Conduit	Accepted			Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
h. Trenching - Electrical Conduit	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
i. Pipe Pushing and Directional Boring	Accepted			Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
B. TRANSMISSION (115kV TO 230kV):										
a. Hot work - Overhead Line Construction and Maintenance				Accepted	Accepted	Accepted			Accepted	Accepted
b. Wood Pole		Accepted		Accepted	Accepted	Accepted			Accepted	Accepted
c. Lattice Tower				Accepted	Accepted	Accepted			Accepted	Accepted
d. Steel, Concrete or Laminated Poles		Accepted		Accepted	Accepted	Accepted			Accepted	Accepted
e. Stringing & Sagging Conductor		Accepted		Accepted	Accepted	Accepted			Accepted	Accepted
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:										
a. Excavation	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted
b. Concrete Foundations			Accepted	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted
D. SUBSTATION ENERGIZED CONSTRUCTION:										
a. Excavation		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted
b. Concrete Foundations			Accepted	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted
c. Complete installation			Accepted	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted
d. Installation and Field Wiring of Fabricated Panels				Accepted	Accepted	Accepted	Accepted		Accepted	Accepted
e. Power Transformer Assembly and Testing					Accepted	Accepted	Accepted		Accepted	Accepted
f. Power Transformer Vacuum Oil Filling						Accepted	Accepted			Accepted
E. SUBSTATION ENERGIZED MAINTENANCE:										
a. Maintenance of Power Transformer and LTC's						Accepted				Accepted
b. Maintenance of High Voltage Breakers (115 and 230 kV)						Accepted				Accepted
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning						Accepted				
d. Power Transformer Assembly, Oil Processing and Testing						Accepted				
e. Power Transformer Vacuum Oil Filling										
F. LIGHTING:										
a. Street Lighting Installation					Accepted	Accepted		Accepted		Accepted
b. Street Lighting Maintenance					Accepted	Accepted		Accepted		Accepted
G. STORM AND EMERGENCY RESPONSE (for categories listed above):				Accepted	Accepted	Accepted	Accepted	Accepted		Accepted

APPENDIX A

2026 PREQUALIFICATION EVALUATION <i>With Modification</i>	ASPLUNDH CONSTRUCTION LLC	BLACK & McDONALD	CANNON CONSTRUCTORS LLC (BRISTOL INDUSTRIAL)	DJ's ELECTRIC	HENKELS McCOY (Mas-Tec Co)	JACO POWER SERVICES (AECOM CONST)	JH KELLY LLC	MICHEL'S PACIFIC ENERGY (MICHEL'S ENERGY)	MOUNTAIN POWER CONST	NW UTILITY SERVICE LLC	
Appendix A											
Requested \$\$ Amount in Millions	15M	20M	25M	80M	100M	3B	200M	500M	35M	8M	
A. DISTRIBUTION (up to 15kV):											
a. Hot work - Overhead Line Construction and Maintenance	Accepted	Accepted	Accepted	Accepted	Rejected	Accepted		Accepted	Accepted	Accepted	
b. Overhead Construction	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Accepted	
c. Underground - Primary (15kV) Cable and Equipment Installation	Accepted	Accepted	Accepted	Accepted	Rejected	Accepted	Accepted	Accepted	Accepted	Accepted	
d. Underground - Secondary (up to 600V) Cable and Equip. Installation	Accepted	Accepted	Accepted	Accepted	Rejected	Accepted	Accepted	Accepted	Accepted	Accepted	
e. Hot work - Underground Cable System Construction and Maintenance	Accepted	Accepted	Accepted	Accepted	Rejected	Accepted	Accepted	Accepted	Accepted	Accepted	
f. Plowing - Electrical Power Cable	Accepted	Accepted	Accepted	Accepted	Rejected	Accepted		Accepted	Accepted	Accepted	
g. Plowing - Electrical Conduit	Accepted	Accepted	Accepted	Accepted	Rejected	Accepted		Accepted	Accepted	Accepted	
h. Trenching - Electrical Conduit	Accepted	Accepted	Accepted	Accepted	Rejected	Accepted	Accepted	Accepted	Accepted	Accepted	
i. Pipe Pushing and Directional Boring	Accepted	Rejected	Accepted	Accepted	Rejected	Rejected		Accepted	Accepted	Accepted	
B. TRANSMISSION (115kV TO 230kV):											
a. Hot work - Overhead Line Construction and Maintenance	Rejected	Rejected	Accepted	Accepted	Rejected	Accepted		Accepted	Accepted	Rejected	
b. Wood Pole	Rejected	Rejected	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Rejected	
c. Lattice Tower	Rejected	Rejected	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Rejected	
d. Steel, Concrete or Laminated Poles	Rejected	Rejected	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Rejected	
e. Stringing & Sagging Conductor	Rejected	Rejected	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Rejected	
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:											
a. Excavation	Accepted	Rejected	Rejected	Accepted	Accepted		Accepted	Accepted	Rejected	Accepted	
b. Concrete Foundations	Accepted	Rejected	Rejected	Accepted	Accepted			Accepted	Rejected		
D. SUBSTATION ENERGIZED CONSTRUCTION:											
a. Excavation	Accepted	Rejected		Accepted	Accepted		Rejected	Accepted	Rejected	Rejected	
b. Concrete Foundations	Accepted	Rejected		Accepted	Accepted			Accepted	Rejected		
c. Complete installation	Accepted	Rejected		Accepted	Accepted			Accepted	Rejected		
d. Installation and Field Wiring of Fabricated Panels	Accepted	Rejected	Rejected	Accepted	Accepted			Accepted	Rejected		
e. Power Transformer Assembly and Testing	Accepted	Rejected		Rejected	Rejected			Rejected	Rejected		
f. Power Transformer Vacuum Oil Filling	Accepted	Rejected		Rejected	Rejected			Rejected	Rejected		
E. SUBSTATION ENERGIZED MAINTENANCE:											
a. Maintenance of Power Transformer and LTC's	Accepted	Rejected		Rejected	Rejected	Rejected		Accepted	Rejected		
b. Maintenance of High Voltage Breakers (115 and 230 kV)	Accepted			Rejected	Rejected			Accepted	Rejected		
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning	Accepted			Rejected	Rejected			Accepted	Rejected		
d. Power Transformer Assembly, Oil Processing and Testing	Accepted			Rejected	Rejected			Rejected	Rejected		
e. Power Transformer Vacuum Oil Filling	Accepted			Rejected	Rejected			Rejected	Rejected		
F. LIGHTING:											
a. Street Lighting Installation	Accepted		Accepted	Accepted	Accepted			Accepted	Accepted	Rejected	
b. Street Lighting Maintenance	Accepted		Accepted	Accepted	Accepted			Accepted	Accepted	Rejected	
G. STORM AND EMERGENCY RESPONSE (for categories listed above):			Accepted	Accepted	Rejected			Accepted	Accepted	Accepted	

APPENDIX A

[illegible]

APPENDIX A

[illegible]

APPENDIX A

Initials for review						
2026 PREQUALIFICATION EVALUATION	ASPLUNDH CONSTRUCTION LLC	BLACK & McDONALD	CANNON CONSTRUCTORS LLC (BRISTOL INDUSTRIAL)	CASCADE CABLE CONSTRUCTORS	CASHE VALLEY ELECTRIC	CRUX SUBSURFACE (QUANTA)
Appendix "A" Categories Applied for:						
Requested \$\$ Amount in Millions/ Or B = Billion	15M	20M	25M	10M	250M	400M
A. DISTRIBUTION (up to 15kV):						
a. Hot work - Overhead Line Construction and Maintenance	X	X	X		X	
b. Overhead Construction	X	X	X		X	X
c. Underground - Primary (15kV) Cable and Equipment Installation	X	X	X		X	X
d. Underground - Secondary (up to 600V) Cable and Equip. Installation	X	X	X		X	X
e. Hot work - Underground Cable System Construction and Maintenance	X	X	X		X	
f. Plowing - Electrical Power Cable	X	X	X	X	X	
g. Plowing - Electrical Conduit	X	X	X	X	X	
h. Trenching - Electrical Conduit	X	X	X	X	X	X
i. Pipe Pushing and Directional Boring	X	X	X	X	X	
B. TRANSMISSION (115kV TO 230kV):						
a. Hot work - Overhead Line Construction and Maintenance	X	X	X		X	
b. Wood Pole	X	X	X		X	X
c. Lattice Tower	X	X	X		X	
d. Steel, Concrete or Laminated Poles	X	X	X		X	X
e. Stringing & Sagging Conductor	X	X	X		X	X
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:						
a. Excavation	X	X	X	X	X	X
b. Concrete Foundations	X	X	X		X	
D. SUBSTATION ENERGIZED CONSTRUCTION:						
a. Excavation	X	X			X	X
b. Concrete Foundations	X	X			X	
c. Complete installation	X	X			X	
d. Installation and Field Wiring of Fabricated Panels	X	X	X		X	
e. Power Transformer Assembly, Oil Processing and Testing	X	X			X	
f. Power Transformer Vacuum Oil Filling	X	X			X	
E. SUBSTATION ENERGIZED MAINTENANCE:						
a. Maintenance of Power Transformer and LTC's	X	X				
b. Maintenance of High Voltage Breakers (115 and 230 kV)	X					
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning	X					
d. Power Transformer Assembly, Oil Processing and Testing	X					
e. Power Transformer Vacuum Oil Filling	X					
F. LIGHTING:						
a. Street Lighting Installation	X		X			
b. Street Lighting Maintenance	X		X			
G. STORM AND EMERGENCY RESPONSE (for categories listed above):	X		X		X	

APPENDIX A

DJ's ELECTRIC	GRANITE CONSTRUCUTION	HENKELS McCOY (Mas-Tec Co)	ILB (EVERUS CONST GROUP)	JACO POWER SERVICES (AECON CONST GROUP)	JH KELLY LLC	MICHELS PACIFIC ENERGY (MICHELS ENERGY GROUP)	MOUNTAIN POWER CONST	NW UTILITY SERVICE LLC	OLYMPIC ELECTRIC CO INC
80M	UNLIMITED	100M	25M	3B	200M	500M	35M	8M	10M
X		X	X	X		X	X	X	X
X		X	X	X		X	X	X	X
X		X	X	X	X	X	X	X	X
X		X	X	X	X	X	X	X	X
X		X	X	X	X	X	X	X	X
X		X	X	X		X	X		
X		X	X	X		X	X		
X		X	X	X		X	X		
X	X	X	X	X	X	X	X	X	X
X		X	X	X		X	X		
X		X	X	X		X	X	X	X
X		X	X	X		X	X	X	X
X		X	X	X		X	X	X	X
X		X	X	X		X	X	X	X
X		X	X	X		X	X	X	X
X	X	X	X		X	X	X	X	X
X	X	X	X			X	X		
X		X		X		X	X		
X		X				X	X		
X		X				X	X		
X		X				X	X		
X		X				X	X		
X		X		X		X	X		
X		X				X	X		
X		X				X	X		
X		X				X	X		
X		X				X	X	X	X
X		X				X	X	X	X
X		X	X			X	X	X	X

APPENDIX A

[illegible]

MEMORANDUM

Final Audit Report

2025-11-12

Created:	2025-11-10
By:	Sharon Lucas (slucas@gcpud.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIMrBye8ak4t4sw9PYDZz7dZG64mHqUUu

"MEMORANDUM" History

-  Document created by Sharon Lucas (slucas@gcpud.org)
2025-11-10 - 11:56:21 PM GMT
-  Document emailed to Dale Campbell (dcampbe@gcpud.org) for signature
2025-11-10 - 11:56:28 PM GMT
-  Document emailed to Ron Alexander (ralexander@gcpud.org) for signature
2025-11-10 - 11:56:28 PM GMT
-  Document emailed to Frederick Ehrman (tehrman@gcpud.org) for signature
2025-11-10 - 11:56:28 PM GMT
-  Email viewed by Dale Campbell (dcampbe@gcpud.org)
2025-11-10 - 11:57:28 PM GMT
-  Document e-signed by Dale Campbell (dcampbe@gcpud.org)
Signature Date: 2025-11-10 - 11:57:42 PM GMT - Time Source: server
-  Email viewed by Frederick Ehrman (tehrman@gcpud.org)
2025-11-11 - 0:20:41 AM GMT
-  Document e-signed by Frederick Ehrman (tehrman@gcpud.org)
Signature Date: 2025-11-11 - 0:31:09 AM GMT - Time Source: server
-  Email viewed by Ron Alexander (ralexander@gcpud.org)
2025-11-12 - 6:40:42 PM GMT
-  Document e-signed by Ron Alexander (ralexander@gcpud.org)
Signature Date: 2025-11-12 - 6:41:33 PM GMT - Time Source: server
-  Agreement completed.
2025-11-12 - 6:41:33 PM GMT



Adobe Acrobat Sign

For Commission Review – 11/25/2025

RESOLUTION NO. XXXX

A RESOLUTION ESTABLISHING THE PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY,
WASHINGTON 10-YEAR CONSERVATION POTENTIAL PLAN AND TWO-YEAR
CONSERVATION TARGET PURSUANT TO RCW CHAPTER 19.285

Recitals

1. Public Utility District No. 2 of Grant County, Washington ("Grant PUD") is subject to RCW Chapter 19.285, the Energy Independence Act (EIA) and known as Initiative 937;
2. Every two years Grant PUD must review and update its ten-year conservation potential plan, establish a biennial acquisition target, and meet that target during the subsequent two-year period;
3. EIA requires Grant PUD to set targets for energy conservation and use of eligible renewable resources by identifying achievable cost-effective conservation potential through 2035;
4. Beginning January 1, 2026, Grant PUD must begin acquiring all conservation that is cost effective, reliable, and feasible to meet our EIA compliance target;
5. The 2026 ten-year conservation potential plan and two-year conservation target has been reviewed and updated;
6. It is in Grant PUD's best interest to adopt a ten-year conservation potential plan and two-year conservation target;
7. A legal advertisement was published in local newspapers notifying customers of a public hearing to be held on December 9th, 2025, regarding Grant PUD's efforts to establish the ten-year conservation potential plan and two-year conservation target.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that:

Section 1. Grant PUD has established the ten-year conservation potential plan of 37.18 aMW and two-year conservation target of 8.83 aMW.

Section 2. Grant PUD's biennial target is its pro rata share of its ten-year conservation potential plan.

Section 3. Grant PUD is acquiring all conservation that is cost-effective, reliable, and feasible.

Section 4. Grant PUD reviewed the plan and target as set forth in RCW 19.285.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 9th day of December 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

November 25th, 2025

TO: John Mertlich, General Manager/Chief Executive Officer

VIA: Chuck Allen for Andy Wendell, Vice President of Customer Experience CA

FROM: Andrew Grassell, Senior Manager Product Development AG
Emma Welch, Energy Services Manager EW

SUBJECT: 2026-2027 Energy Independence Act (EIA) Ten Year Conservation Potential and Biennial Target

Purpose: To seek approval from the Commission of Grant PUD's 2026-2035 ten-year conservation potential (37.18 aMW) and biennial target (8.83 aMW) per the requirements of the Energy Independence Act (EIA) Initiative 937 (I-937) as contained in RCW 19.285 and WAC 194-34.

Discussion: Grant PUD is required per the provisions of the EIA to develop a ten-year conservation potential and a biennial conservation target every two years. These are to be provided to the Commission in a public hearing after which the Commission may approve them. On December 9th, 2025, the Commission will hold a publicly noticed meeting for the board to consider setting the ten-year conservation potential and biennial target.

Conservation Potential Assessment: Grant PUD staff contracted with Lighthouse Energy Consulting to prepare a Utility Specific Analysis that is consistent with the methodology used by the Northwest Power and Conservation Council in the 2021 Power Plan to assist staff in efforts to determine Grant PUD's cost effective and attainable conservation potential. The 2026-2027 assessment is attached. From this potential assessment, Grant PUD's biennial conservation target is determined. The tables below show the 2026-2035 ten-year potential and 2026-2027 biennial target.

Potential and Target Comparisons (aMW)

	Ten Year Potential	Two year/Biennial Target
2018-2019	22.32	3.67
2020-2021	24.95	4.09
2022-2023	18.41	4.57
2024-2025	15.99	2.00
Potential 2026-2027	37.18	8.83

Cost-Effective Potential by Sector (aMW)

Sector	2-Year	4-Year	10-Year
Residential	0.12	0.44	3.40
Commercial	0.18	0.62	4.87
Industrial	1.15	3.59	16.52
Utility	0.04	0.15	1.65
Agricultural	0.21	0.70	3.62
Data Center	7.12	7.12	7.12
Total	8.83	12.62	37.18

Note: In this table, totals may not match due to rounding.

Signature: *Andrew Grassell*

Email: agrassell@gcpud.org

Signature: Emma Welch
Emma Welch (Nov 13, 2025 09:49:03 PST)

Email: ewelch@gcpud.org

Signature: *Charles Allen*

Email: callen@gcpud.org

For Commission Review – 11/25/2025

RESOLUTION NO. XXXX

A RESOLUTION ADOPTING A BUDGET FOR THE YEAR 2026 AND CORRESPONDING FINANCIAL FORECAST

Recitals

1. Pursuant to RCW 54.16.080, notice of filing, and the date and place of hearing on the 2026 Proposed Budget for Grant PUD for the year 2026 was published for at least two consecutive weeks in a newspaper printed and of general circulation in Grant County;
2. The 2026 Preliminary Budget was approved by Commission Resolution No. 9099 on August 26, 2025;
3. Two public information meetings on the 2026 Proposed Budget were held as follows:

October 14, 2025 – 2:00 p.m. at GCPUD HQ, Ephrata, WA (also virtual via Microsoft Teams)
October 14, 2025 – 6:00 p.m. at GCPUD HQ, Ephrata, WA (also virtual via Microsoft Teams)
4. Grant PUD considered public comments and letters relating to the 2026 Proposed Budget; and
5. The General Manager/CEO and Grant PUD staff are of the opinion that the 2026 Proposed Budget and Forecast attached hereto as Exhibits A and B are proper for Grant PUD for the year 2026 and recommend its adoption by the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Public Utility District No. 2 of Grant County, Washington as follows:

Section 1: The budget, attached as Exhibit A, is hereby adopted by Grant PUD for the year 2026.

Section 2: The Financial Forecast, attached as Exhibit B, is hereby adopted to reflect Grant PUD's financial planning parameters for the year 2026 and future years.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, the 9th day of December 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

November 12th, 2025

TO: Board of Commissioners
John Mertlich, General Manager / CEO

VIA: Bonnie Overfield, CFO 

FROM: Jennifer Sager, Senior Manager of Accounting 
Angelina Johnson, Senior Manager of Treasury / Financial Planning 

SUBJECT: Resolution for the Adoption of the 2026 Proposed Budget and Forecast

PURPOSE: To secure Commission approval for the adoption of the 2026 Proposed Budget and Forecast.

DISCUSSION: In accordance with RCW 54.16.080, the District filed the 2026 Preliminary Budget and Forecast on August 26, 2025, per Commission Resolution No. 9099. Legal notice of the budget filing and upcoming public hearings was published in the *Columbia Basin Herald* & the *Spokesman-Review* during the weeks of September 22 and 29, 2025.

On October 14, 2025, the 2026 Proposed Budget and Forecast were presented during the regularly scheduled Commission meeting, where public comment was officially opened. To encourage customer participation, a second public hearing was held at 6:00 PM. The public comment period will remain open until the budget and forecast are formally adopted.

Following the Budget Hearings, the 2026 Proposed Budget and Forecast have been revised to incorporate third-quarter projections and updated financial data. These revisions resulted in a net increase of \$6.5 million in budgeted expenditures, as detailed in the 'Comparison of Changes from Budget Hearing' summary. Adjustments to the total budget (Exhibit A) primarily reflect a reduction in debt service and an increase in net power offset. The forecasted net position decreased by \$4 million, attributable to lower retail revenue and higher interest earnings (see Exhibit B). The Combined Financial Metrics outlines the resulting impacts on key financial indicators, including modifications to capital expenditure timing and internally financed PRP capital through junior lien bonds (JLB).

Included in this packet for adoption are the following documents:

- Exhibit A: 2026 Proposed Budget
- Exhibit B: 2025-2026 Financial Forecast
- Comparison of Changes from Budget Hearings

RECOMMENDATION: Approve and adopt the 2026 Proposed Budget and Forecast.

cc: Mitch Delabarre

2026 Proposed Budget - Exhibit A (\$ in thousands)

Budgeted Items	Budget		Budget	
	2025		2026	
Total O&M	\$	236,487	\$	264,034
Taxes	\$	24,048	\$	24,505
Electric Capital	\$	179,964	\$	257,922
PRP Capital	\$	63,384	\$	89,724
Total Capital	\$	243,348	\$	347,646
Debt Service - (net of Rebates)	\$	73,146	\$	67,136
Total Expenditures	\$	577,028	\$	703,321
Expenditures offsets for deduction				
Contributions in Aid of Construction	\$	(16,550)	\$	(13,240)
Sales to Power Purchasers at Cost	\$	(19,125)	\$	(34,327)
Net Power (+ Expense, -Revenue)	\$	(229,133)	\$	(235,820)
Total Expenditures Offset	\$	(264,808)	\$	(283,387)
Total Budgeted Expenditures	\$	312,220	\$	419,934

Financial Forecast - Exhibit B (\$ in thousands)

CONSOLIDATED OPERATIONAL PERFORMANCE	Budget 2025	Budget 2026
Sales to Power Purchasers at Cost	\$ 19,125	\$ 34,327
Retail Energy Sales	\$ 324,494	\$ 314,449
Net Power (Net Wholesale + Other Power Revenue)	\$ 229,133	\$ 235,820
Fiber Optic Network Sales	\$ 13,793	\$ 14,069
Other Revenues	\$ 3,023	\$ 4,051
Operating Expenses	\$ (236,487)	\$ (264,034)
Taxes	\$ (24,048)	\$ (24,505)
Net Operating Income (Loss) Before Depreciation	\$ 329,034	\$ 314,177
Depreciation and amortization	\$ (101,742)	\$ (90,258)
Net Operating Income (Loss)	\$ 227,292	\$ 223,919
Interest, debt and other income	\$ (6,027)	\$ 10,693
CIAC	\$ 16,550	\$ 13,240
Change in Net Position	\$ 237,815	\$ 247,852

Combined Financial Metrics (\$ in thousands)		
	Budget 2025	Budget 2026
Change in Net Position	\$ 237,815	\$ 247,852
Liquidity		
Elect System Liquidity (Rev + R&C)	\$ 397,594	\$ 251,308
Days Cash On Hand	474	332
Leverage		
Consolidated DSC	4.76	5.45
Consolidated Debt/Plant Ratio	38%	30%
Profitability		
Consolidated Return on Net Assets	8.8%	8.3%
Retail Operating Ratio	110%	128%

Comparison of Changes from Budget Hearing

Combined Financial Results

Exhibit A - \$ in thousands

Budgeted Items	Public Hearing Budget 2026	Budget 2026	Probable Change	Impact
Total O&M	\$ 264,034	\$ 264,034	→	
Taxes	\$ 24,505	\$ 24,505	→	
Electric Capital	\$ 257,922	\$ 257,922	→	
PRP Capital	\$ 89,724	\$ 89,724	→	
Total Capital	\$ 347,646	\$ 347,646	→	
Debt Service - (net of Rebates)	\$ 69,857	\$ 67,136	↑	Proposed debt structuring updated to be only JLB issuance - no external debt included in the 2026 forecast within Final Budget
Total Expenditures	\$ 706,042	\$ 703,321		
Expenditures offsets for deduction				
Contributions in Aid of Construction	\$ (13,240)	\$ (13,240)	→	
Sales to Power Purchasers at Cost	\$ (34,005)	\$ (34,327)	→	
Net Power (+ Expense, -Revenue)	\$ (245,396)	\$ (235,820)	↑	Generation volume assumption updated & Forward Price Curve updated
Total Expenditures Offset	\$ (292,641)	\$ (283,387)		
Total Budgeted Expenditures	\$ 413,401	\$ 419,934		

Combined Financial Results

Exhibit B - \$ in thousands

	Public Hearing Budget 2026	Budget 2026	Probable Change	Impact
CONSOLIDATED OPERATIONAL PERFORMANCE				
Sales to Power Purchasers at Cost	\$ 34,005	\$ 34,327	→	
Retail Energy Sales	\$ 320,032	\$ 314,449	↑	Retail Rates in load forecast updated to align with 2025 Rate Schedules
Net Power (Net Wholesale + Other Power Revenue)	\$ 245,396	\$ 235,820	↑	Generation volume assumption updated & Forward Price Curve updated
Fiber Optic Network Sales	\$ 14,069	\$ 14,069	→	
Other Revenues	\$ 4,051	\$ 4,051	→	
Operating Expenses	\$(264,034)	\$(264,034)	→	Inflation and 2025 business planning included
Taxes	\$ (24,505)	\$ (24,505)	→	
Net Operating Income (Loss) Before Depreciation	\$ 329,014	\$ 314,177		
Depreciation and amortization	\$ (90,258)	\$ (90,258)	→	
Net Operating Income (Loss)	\$ 238,756	\$ 223,919		
Interest, debt and other income	\$ (78)	\$ 10,693	↑	investment holdings (higher interest income)
CIAC	\$ 13,240	\$ 13,240	→	
Change in Net Position	\$ 251,918	\$ 247,852		

Combined Financial Results - \$ in thousands

Financial Metrics	Target	Public Hearing Budget 2026	Budget 2026	Probable Change	Impact
Change in Net Position		\$251,918	\$ 247,852	→	See changes on Exhibit B for explanation
Liquidity					
Elect System Liquidity (Rev + R&C)	\$215 M	\$416,492	\$ 251,308	↑	Updated year end forecasted capital spend - this shifted capital spend forecasted heavily into the last three months of 2025 in turn reducing forecasted cash ending balance for 2026. Assumed JLB increased for 2026 increased \$60 million in turn reducing ES liquidity.
Days Cash On Hand	> 250	526	332	↑	See note above
Leverage					
Consolidated DSC	>1.8x	5.54	5.45	→	
Consolidated Debt/Plant Ratio	<= 60%	35%	30%	↑	Reduced assumed external debt issuance
Profitability					
Consolidated Return on Net Assets	>4%	8.6%	8.3%	↑	Decreased wholesale and retail sales
Retail Operating Ratio	<=100%	125%	128%	↑	Decreased retail sales (result of load forecast rate change)

Signature: *Angelina Johnson*

Email: ajohnso@gcpud.org

Signature: *Jennifer Sager*

Email: jsager@gcpud.org

Signature: *Bonnie Overfield*

Bonnie Overfield (Nov 13, 2025 10:14:59 PST)

Email: Boverfi@gcpud.org

2026 Budget memo - final

Final Audit Report

2025-11-13

Created:	2025-11-13
By:	Kim Bowie (kbowie@gcpud.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ-PqjaCUEvtVxrYiU8VmH1WDzKQkkYIo

"2026 Budget memo - final" History

-  Document created by Kim Bowie (kbowie@gcpud.org)
2025-11-13 - 5:56:09 PM GMT
-  Document emailed to Angelina Johnson (ajohnso@gcpud.org) for signature
2025-11-13 - 5:57:09 PM GMT
-  Document emailed to Jennifer Sager (jsager@gcpud.org) for signature
2025-11-13 - 5:57:10 PM GMT
-  Document emailed to Bonnie Overfield (Boverfi@gcpud.org) for signature
2025-11-13 - 5:57:10 PM GMT
-  Document e-signed by Angelina Johnson (ajohnso@gcpud.org)
Signature Date: 2025-11-13 - 6:01:30 PM GMT - Time Source: server
-  Email viewed by Jennifer Sager (jsager@gcpud.org)
2025-11-13 - 6:12:57 PM GMT
-  Document e-signed by Jennifer Sager (jsager@gcpud.org)
Signature Date: 2025-11-13 - 6:13:18 PM GMT - Time Source: server
-  Email viewed by Bonnie Overfield (Boverfi@gcpud.org)
2025-11-13 - 6:14:14 PM GMT
-  Document e-signed by Bonnie Overfield (Boverfi@gcpud.org)
Signature Date: 2025-11-13 - 6:14:59 PM GMT - Time Source: server
-  Agreement completed.
2025-11-13 - 6:14:59 PM GMT

For Commission Review – 11/25/2025

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 9074 AND SETTING RATE POLICY

WHEREAS, Public Utility District No. 2 of Grant County, Washington (Grant PUD) is authorized to regulate and control the use, distribution, rates, service, charges, and price of electric energy pursuant to RCW 54.16.040.

WHEREAS, Grant PUD's Board of Commissioners have the sole authority and responsibility to set electric rates.

WHEREAS, the Priest Rapids Project (PRP) was built by Grant PUD to benefit the citizens of the county.

WHEREAS, Grant County PUD electric retail rates shall be designed to preserve and protect the preferential access to the PRP power for all core customers.

WHEREAS, as a customer-owned public power utility, Grant PUD shall prioritize the affordability of its rates for its core customers.

WHEREAS, the amount of PRP generation available for use in Grant County, Washington is limited.

WHEREAS, Resolution No. 9096 that was approved July 22, 2025, previously had set components of rate policy.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington that Grant PUD's staff is hereby directed to prepare and present draft retail electric rate schedules for the Commission's consideration at least every two years in accordance with the following principles and objectives:

Section 1. Rate schedules shall comply with all applicable laws and regulations.

Section 2. Rate schedules shall be straightforward and understandable by customers and staff. Staff shall make their best efforts to place each retail customer in the most advantageous schedule they qualify for at service initiation or upon request.

Section 3. At least every two years staff shall complete a Cost-of-Service study that analyzes existing rates and cost recovery using industry-standard cost allocation methods. The Cost of Service will be presented to the Commission for their review as part of the annual rate approval process. The Commission will evaluate and, if appropriate, adjust the existing rates to meet their established targets / policies.

Section 4. At least every year staff shall calculate a 10-year Revenue Requirement forecast and corresponding 10-year Rate Trajectory. The Revenue Requirement will forecast all electric retail costs

annually over a 10-year horizon using historical and/or forecasted cost and usage data. The Rate Trajectory shall forecast revenue over a corresponding period. If the current Rate Trajectory fails to exceed the Revenue Requirement, maintain strong financial metrics, or minimizes customer electric rates it shall be modified.

Section 5. Standard retail electric costs will be recovered through base electric retail rates, referred to as Standard Retail Service. Any costs recovered through separate rate riders approved for specific purposes will be considered Alternative Rate Recovery Mechanisms. The 10-year Revenue Requirement forecast shall guide rate design and maintain financial strength while prioritizing stable rate trajectories and keeping customers rates as low as possible.

Section 6. Core Customers shall be defined as all retail customers taking Standard Retail Service under Rate Schedule 1-Residential, Rate Schedule 2-General Service (Small Commercial), Rate Schedule 3-Irrigation, Rate Schedule 3B-Agricultural Services, and Rate Schedule 6-Street Lighting. Customers taking Standard Retail Service under all other rate schedules and/or taking service under an Alternative Rate Recovery Mechanism shall be defined as Non-Core.

Section 7. Standard Retail Service and Alternative Rate Recovery Mechanisms shall be structured to provide Core Customers priority access to Grant PUD's lowest-cost power supply.

Section 8. Staff shall develop separate Rate Trajectories for Core and Non-Core groups based on an Unbundled Power Cost Methodology that provides Core Customers priority access to Grant PUD's lowest cost power supply. Non-power supply cost allocation will be informed by the most recent Cost-of-Service study. Tiers within Core and Non-Core may be created to help allocate costs. Tiers may reflect growth, usage patterns, service size, reliability, risk, societal goals, or other relevant factors.

Section 9. Staff shall use annual Core and Non-Core Rate Trajectories to propose changes to Standard Retail Service and Alternative Rate Recovery Mechanisms.

Section 10. Staff shall mitigate "rate shock" caused from major rate structure changes. Core and Non-Core rate classes shall be +/- 25 percent of their respective trajectories. Mitigation of rate shock shall not consider the effect of unbundled power costs, Incremental Power Costs, or Alternative Rate Recovery Mechanisms approved by the Commission. In a year when no general retail rate increase is put into effect, rates changes may be applied to any rate schedule to advance rate design as determined by the Commission.

Section 11. Rate schedules shall be set by Commission directive and may consider load growth, business sustainability, cost to serve, fuel costs, regulations, risk, societal goals, and other relevant factors. The Commission has discretionary authority in setting rate components for all Standard Retail Service rates and Alternative Rate Recovery Mechanisms and meeting the Revenue Requirement for Standard Retail Service and Alternative Rate Recovery Mechanisms.

Section 12. The Commission may authorize temporary bill credits and/or charges to limit rate shock within current and/or future years.

Section 13. Grant PUD shall utilize Alternative Rate Recovery Mechanisms such as rate contracts or usage caps as discussed in Section 14 below, for non-core customers where there is a significant risk of stranded costs to be borne by the core customers, for new or incremental distribution, transmission or generation assets or expenses. Any rate structures or cost recovery mechanisms approved for this

purpose will ensure that non-core customers pay their share of any new or incremental costs necessary to provide them with electric service and have no net negative impact on Core Customers.

Section 14. Grant PUD may consider establishing a cap or limit on the amount of power, measured in MVA, supplied to any large non-core customer through the applicable Standard Retail Service schedule. Grant PUD shall establish the necessary alternative rates or mechanisms to recover the cost of providing electric service in excess of the maximum allowed capacity.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 9th day of December, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

November 11, 2025

TO: John Mertlich, General Manager/Chief Executive Officer

VIA: Andrew Grassell, Senior Manager of Product Development *Andrew Grassell*
Andy Wendell, VP Customer Experience *Andy Wendell*
Ty Ehrman, Senior VP Retail Operations *Ty Ehrman*

FROM: Jeremy Stewart, Lead Financial Analyst *Jeremy Stewart*
Jeremy Stewart (Nov 15, 2025 08:19:09 PST)

SUBJECT: Amending Grant County PUD's Current Retail Rate Making Policy

Purpose:

Request Commission approval to adopt Resolution XXXX, replacing Resolution No. 9096, to update Commission retail rate-making policy. The revised policy uses a forward-looking 10-year revenue requirement (replacing a historical based revenue requirement), outlines the rate setting process, adds procedures to unbundle and allocate power costs, and modifies Core Customers by adding Rate 6 – Street Lighting to the Core Customer Group.

Discussion:

Grant County PUD is experiencing significant load growth that will exceed power production at the Priest Rapids Project. Serving this load will require purchasing expensive power resources. Unbundling power costs implements the Commission's direction to provide Core Customers preferential access to Grant County PUD's lowest-cost power supply resource, currently the Priest Rapids Project, and shields Core Customers from the cost of purchasing incremental power resources to meet new loads.

Implementation of unbundling allows Grant PUD to eliminate the EUDL CRAC, our current incremental power cost recovery mechanism. The EUDL CRAC was put in place to protect Grant PUD in the event EUDL auction revenue failed to provide sufficient funds to meet district load beyond Grant PUD's share of the Priest Rapids Project. The EUDL CRAC was implemented through Rate 18 – a rider attached to all Rate 15 – Large Industrial customers. Grant PUD has not had to trigger the EUDL CRAC – but current load projections estimate the EUDL CRAC will be activated in 2027 or 2028.

Activating the EUDL CRAC has several challenges:

- Applicable only to Rate 15 – collects from a limited number of large customers.
- Introduces volatility – the amount to collect is driven by the EUDL auction and wholesale prices which could cause rapid year-to-year rate changes to Rate Schedule 15 customers.
- No price signal – EUDL CRAC does not send customers a price signal for business planning purposes.

To plan for an uncertain future, we are pivoting from a historical based cost of service model to a forward-looking cost allocation model. The new approach will provide the Commission with a rate trajectory for Core and Non-Core customers for consideration in rate setting.

Text in Resolution 9096 has been rewritten to implement the above rate strategy.

Section 1: Requires rate schedules to comply with laws and regulations (mostly unchanged from 9096).

Section 2: Requires rate schedules to be easy to understand and for staff to place customers in the most advantageous rate class (mostly unchanged from 9096).

Section 3: Requires staff to complete a cost-of-service study every two years. The cost-of-service will be presented to the Commission for review and evaluation during the rate setting process.

Section 4: Requires staff to complete a 10-year revenue requirement and corresponding Rate Trajectory every year.

- The Revenue Requirement will forecast all anticipated electric retail costs over the 10-year period and be sufficient to maintain a strong financial position.
- The Rate Trajectory will be revised if it fails to exceed the Revenue Requirement, maintain strong financial metrics, or minimize customer electric rates.

Section 5: Defines Standard Retail Service and Alternative Rate Recovery Mechanisms.

Section 6: Defines “Core Customers”

- Rate Schedule 1-Residential
- Rate Schedule 2-General Service (Small Commercial)
- Rate Schedule 3-Irrigation
- Rate Schedule 3B-Agricultural Services
- Rate Schedule 6-Street Lighting (see Rate 6 Discussion)

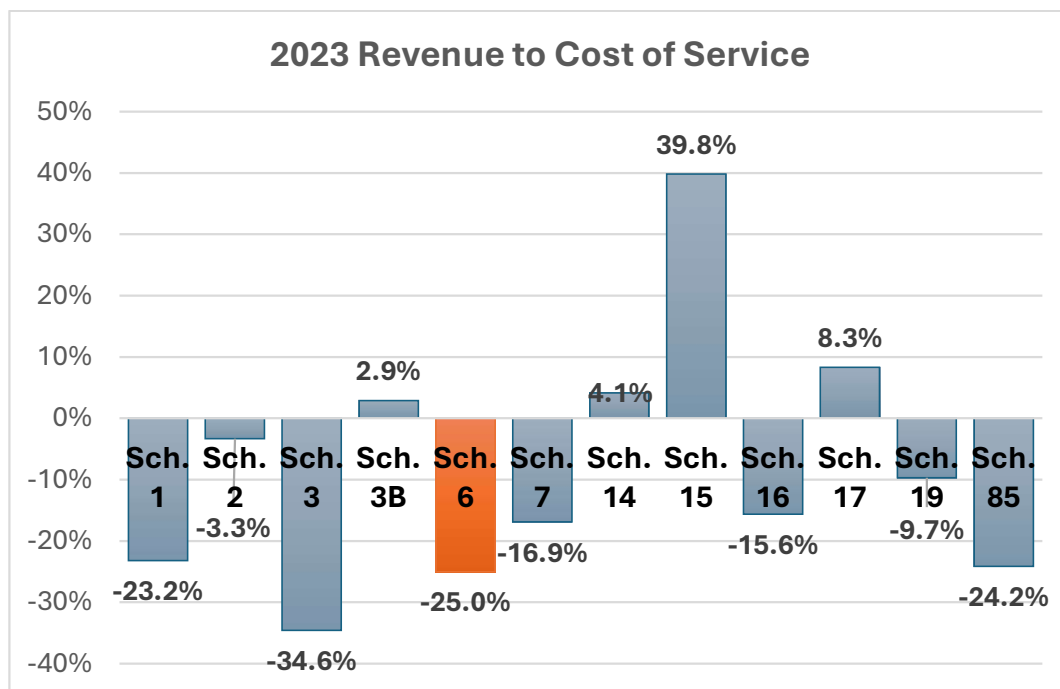
Customers in all other rate schedules or under Alternative Rate Recovery Mechanisms are “Non-Core”.

Rate 6 discussion: Staff recommend moving Rate 6 – Street Lighting to Core. Residential customers indirectly pay Rate 6 rates via taxes or homeowner association fees. Local, County, and State governments represent 94% of Rate 6 load. Schools (3%), homeowner associations (2.5%), hospitals (<1%), and irrigation districts (<1%) are responsible for the balance. Rate 6 has negligible growth in the load forecast.

Breakout of top 10 customers representing 84% of 2024 load:

Organization	2024 kWh	% of Load
City of Moses Lake	1,958,631	40%
City of Ephrata	602,170	12%
City of Quincy	519,626	11%
City of Warden	195,640	4%
City of Grand Coulee	175,200	4%
City of Royal City	139,430	3%
Town of Mattawa	132,860	3%
City of Soap Lake	129,940	3%
Housing Authority of Grant Co	128,480	3%
Town of Coulee City	102,930	2%

In total, Rate 6 comprises less than 0.1% of total kWh retail sales.



The 2024 Cost-of-Service study found Rate 6 to under collect revenue by 25%

Section 7: Prioritizes Core access to Grant PUD's lowest cost power resources.

Section 8: Directs staff to develop separate Rate Trajectories for Core and Non-Core using an unbundled power methodology to prioritize Core access to Grant PUD's lowest cost power resources.

Section 9: Directs staff to use Rate Trajectories to propose rate changes.

Section 10: Directs staff to limit rate shock from year-to-year by proposing changes +/- 25% of the most recent Rate Trajectory. Exempts unbundled power costs, incremental power costs, and alternative rate

recovery mechanisms from the +/- 25% guardrails. Allows rate increases when necessary to advance rate design.

Section 11: Identifies the Commission as the entity responsible for rate setting and has discretionary authority over rate components. The Commission may consider load growth, business sustainability, cost to serve, fuel costs, regulations, risk, societal goals, and other relevant factors.

Section 12: The Commission may authorize temporary bill credits or charges to limit rate shock.

Section 13: Allows Alternative Rate Recovery Mechanisms such as contracts or usage caps for non-core customers when there is a significant risk to stranded costs to be borne by Core Customers.

Section 14: Allows caps or limits on power delivered and Alternative Rate Recovery Mechanisms to recover transmission or distribution improvements to increase capacity.

Recommendation: Commission approval to adopt Resolution No. XXXX as proposed.

Legal Review: See attached e-mail(s).

Signature:

Email : tehrman@gcpud.org

Signature:

Email: agrassell@gcpud.org

Signature:

Email: awendell@gcpud.org

Signature:

Email: jstewart1@gcpud.org

MEMORANDUM

Final Audit Report

2025-11-18

Created:	2025-11-18
By:	Jennifer Rathbun (jrathbun@gcpud.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4dHSdBkqHlyd_nCFGRvR_hE9aDWMo1-T

"MEMORANDUM" History

-  Document created by Jennifer Rathbun (jrathbun@gcpud.org)
2025-11-18 - 4:13:28 PM GMT
-  Document emailed to Andrew Grassell (agrassell@gcpud.org) for signature
2025-11-18 - 4:13:46 PM GMT
-  Document emailed to Andy Wendell (awendell@gcpud.org) for signature
2025-11-18 - 4:13:46 PM GMT
-  Document emailed to Frederick Ehrman (tehrman@gcpud.org) for signature
2025-11-18 - 4:13:46 PM GMT
-  Document emailed to Jeremy Stewart (jstewart1@gcpud.org) for signature
2025-11-18 - 4:13:47 PM GMT
-  Email viewed by Jeremy Stewart (jstewart1@gcpud.org)
2025-11-18 - 4:14:32 PM GMT
-  Email viewed by Andrew Grassell (agrassell@gcpud.org)
2025-11-18 - 4:17:54 PM GMT
-  Document e-signed by Andrew Grassell (agrassell@gcpud.org)
Signature Date: 2025-11-18 - 4:18:34 PM GMT - Time Source: server
-  Document e-signed by Jeremy Stewart (jstewart1@gcpud.org)
Signature Date: 2025-11-18 - 4:19:09 PM GMT - Time Source: server
-  Email viewed by Frederick Ehrman (tehrman@gcpud.org)
2025-11-18 - 10:38:06 PM GMT
-  Document e-signed by Frederick Ehrman (tehrman@gcpud.org)
Signature Date: 2025-11-18 - 10:44:52 PM GMT - Time Source: server

 Email viewed by Andy Wendell (awendell@gcpud.org)
2025-11-18 - 11:53:32 PM GMT

 Document e-signed by Andy Wendell (awendell@gcpud.org)
Signature Date: 2025-11-18 - 11:54:06 PM GMT - Time Source: server

 Agreement completed.
2025-11-18 - 11:54:06 PM GMT

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 9074 AND
SETTING RATE POLICY

WHEREAS, Public Utility District No. 2 of Grant County, Washington (Grant PUD) is authorized to regulate and control the use, distribution, rates, service, charges, and price of electric energy pursuant to RCW 54.16.040.

WHEREAS, Grant PUD's Board of Commissioners have the sole authority and responsibility to set electric rates.

WHEREAS, the Priest Rapids Project (PRP) was built by Grant PUD to benefit the citizens of the county.

WHEREAS, Grant County PUD electric retail rates shall be designed to preserve and protect the preferential access to the PRP power for all core customers.

WHEREAS, as a customer-owned public power utility, Grant PUD shall prioritize the affordability of its rates for its core customers.

WHEREAS, the amount of PRP generation available for use in Grant County, Washington is limited.

WHEREAS, Resolution No. 9096 that was approved July 22, 2025, previously had set components of rate policy.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington that Grant PUD's staff is hereby directed to prepare and present draft retail electric rate schedules for the Commission's consideration at least every two years in accordance with the following principles and objectives:

Section 1. Rate schedules shall comply with all applicable laws and regulations.

Section 2. Rate schedules shall be straightforward and understandable by customers and staff. Staff shall make their best efforts to place each retail customer in the most advantageous schedule they qualify for at service initiation or upon request.

Section 3. At least every two years staff shall complete a Cost-of-Service study that analyzes existing rates and cost recovery using industry-standard cost allocation methods. The Cost of Service will be presented to the Commission for their review as part of the annual rate approval process. The Commission will evaluate and, if appropriate, adjust the existing rates to meet their established targets / policies.

Section 4. At least every year staff shall calculate a 10-year Revenue Requirement forecast and corresponding 10-year Rate Trajectory. The Revenue Requirement will forecast all electric retail costs annually over a 10-year horizon using historical and/or forecasted cost and usage data. The Rate Trajectory shall forecast revenue over a corresponding period. If the current Rate Trajectory fails to

exceed the Revenue Requirement, maintain strong financial metrics, or minimizes customer electric rates it shall be modified.

Section 5. Standard retail electric costs will be recovered through base electric retail rates, referred to as Standard Retail Service. Any costs recovered through separate rate riders approved for specific purposes will be considered Alternative Rate Recovery Mechanisms. The 10-year Revenue Requirement forecast shall guide rate design and maintain financial strength while prioritizing stable rate trajectories and keeping customers rates as low as possible.

Section 6. Core Customers shall be defined as all retail customers taking Standard Retail Service under Rate Schedule 1-Residential, Rate Schedule 2-General Service (Small Commercial), Rate Schedule 3-Irrigation, Rate Schedule 3B-Agricultural Services, and Rate Schedule 6-Street Lighting. Customers taking Standard Retail Service under all other rate schedules and/or taking service under an Alternative Rate Recovery Mechanism shall be defined as Non-Core.

Section 7. Standard Retail Service and Alternative Rate Recovery Mechanisms shall be structured to provide Core Customers priority access to Grant PUD's lowest-cost power supply.

Section 8. Staff shall develop separate Rate Trajectories for Core and Non-Core groups based on an Unbundled Power Cost Methodology that provides Core Customers priority access to Grant PUD's lowest cost power supply. Non-power supply cost allocation will be informed by the most recent Cost-of-Service study. Tiers within Core and Non-Core may be created to help allocate costs. Tiers may reflect growth, usage patterns, service size, reliability, risk, societal goals, or other relevant factors.

Section 9. Staff shall use annual Core and Non-Core Rate Trajectories to propose changes to Standard Retail Service and Alternative Rate Recovery Mechanisms.

Section 10. Staff shall mitigate "rate shock" caused from major rate structure changes. Core and Non-Core rate classes shall be +/- 25 percent of their respective trajectories. Mitigation of rate shock shall not consider the effect of unbundled power costs, Incremental Power Costs, or Alternative Rate Recovery Mechanisms approved by the Commission. In a year when no general retail rate increase is put into effect, rates changes may be applied to any rate schedule to advance rate design as determined by the Commission.

Section 11. Rate schedules shall be set by Commission directive and may consider load growth, business sustainability, cost to serve, fuel costs, regulations, risk, societal goals, and other relevant factors. The Commission has discretionary authority in setting rate components for all Standard Retail Service rates and Alternative Rate Recovery Mechanisms and meeting the Revenue Requirement for Standard Retail Service and Alternative Rate Recovery Mechanisms.

Section 12. The Commission may authorize temporary bill credits and/or charges to limit rate shock within current and/or future years.

Section 13. Grant PUD shall utilize Alternative Rate Recovery Mechanisms such as rate contracts or usage caps as discussed in Section 14 below, for non-core customers where there is a significant risk of stranded costs to be borne by the core customers, for new or incremental distribution, transmission or generation assets or expenses. Any rate structures or cost recovery mechanisms approved for this

purpose will ensure that non-core customers pay their share of any new or incremental costs necessary to provide them with electric service and have no net negative impact on Core Customers.

Section 14. Grant PUD may consider establishing a cap or limit on the amount of power, measured in MVA, supplied to any large non-core customer through the applicable Standard Retail Service schedule. Grant PUD shall establish the necessary alternative rates or mechanisms to recover the cost of providing electric service in excess of the maximum allowed capacity.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this xx day of XXXXXXXX 202x.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

RESOLUTION NO. ~~9096XXXX~~

A RESOLUTION SUPERSEDING RESOLUTION NO. 9074 AND
SETTING RATE POLICY

WHEREAS, Public Utility District No. 2 of Grant County, Washington (Grant PUD) is authorized to regulate and control the use, distribution, rates, service, charges, and price of electric energy pursuant to RCW 54.16.040.

WHEREAS, Grant PUD's Board of Commissioners have the sole authority and responsibility to set electric rates.

WHEREAS, the Priest Rapids Project (PRP) was built by Grant PUD to benefit the citizens of the county.

WHEREAS, Grant County PUD electric retail rates shall be designed to preserve and protect the preferential access to the PRP power for all core customers.

WHEREAS, as a customer-owned public power utility, Grant PUD shall prioritize the affordability of its rates for its core customers.

WHEREAS, the amount of PRP generation available for use in Grant County, Washington is limited.

WHEREAS, Resolution No. ~~9074-9096~~ that was approved ~~January 14, 2025~~ July 22, 2025, previously had set components of rate policy.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington that Grant PUD's staff is hereby directed to prepare and present draft retail electric rate schedules for the Commission's consideration at least every two years in accordance with the following principles and objectives:

Section 1. Rate schedules shall comply with all applicable laws and regulations.

Section 2. Rate schedules shall be straightforward and understandable by customers and staff. ~~Staff shall Grant PUD staff will~~ make their best efforts to place each retail customer in the most advantageous schedule they qualify for at service initiation or upon request. ~~the time retail service is established or at the customers' request.~~

Section 3. ~~At least every two years staff shall complete a Cost-of-Service study that analyzes existing rates and cost recovery using industry-standard cost allocation methods. The Cost of Service will be presented to the Commission for their review as part of the annual budget rate approval process. The Commission will evaluate and, if appropriate, adjust the existing rates to meet their established targets / policies.~~

Section 4. ~~At least every year staff shall calculate a 10-year Revenue Requirement forecast and corresponding 10-year Rate Trajectory. The Revenue Requirement will forecast all electric retail costs annually over a 10-year horizon using historical and/or forecasted cost and usage data. The Rate~~

Trajectory shall forecast revenue over a corresponding period. If the current Rate Trajectory fails to exceed the Revenue Requirement, maintain strong financial metrics, or minimizes customer electric rates it shall be modified.~~Section 3. Combined total of all rate schedules shall capture all actual or projected electric retail costs borne by Grant PUD for each corresponding Test Period as reflected in the corresponding cost-of-service study and/or annual budget process, unless recovered through an alternative rate mechanism. The recovery of the electric retail costs shall target a Revenue Requirement level that will allow the utility to maintain acceptable financial metrics that can sustain the current and future financial needs while minimizing the overall financing costs for all customers. The rate recovery of this revenue requirement shall be done through the standard retail base tariffs and referred to as Standard Retail Service. Any electric revenue requirement collected through a separate rate rider or tariff approved for a specific cost shall be deemed an alternative rate recovery mechanism.~~

Section 5. Standard retail electric costs will be recovered through base electric retail rates, referred to as Standard Retail Service. Any costs recovered through separate rate riders approved for specific purposes will be considered Alternative Rate Recovery Mechanisms. The 10-year Revenue Requirement forecast shall guide rate design and maintain financial strength while prioritizing stable rate trajectories and keeping customers rates as low as possible.

Section 6. Core Customers shall be defined as all retail customers taking Standard Retail Service under Rate Schedule 1-Residential, Rate Schedule 2-General Service (Small Commercial), Rate Schedule 3-Irrigation, Rate Schedule 3B-Agricultural Services, and Rate Schedule 6-Street Lighting. Customers taking Standard Retail Service under all other rate schedules and/or taking service under an Alternative Rate Recovery Mechanism shall be defined as Non-Core.

Section 7. Standard Retail Service and Alternative Rate Recovery Mechanisms shall be structured to provide Core Customers priority access to Grant PUD's lowest-cost power supply.

Section 8. Staff shall develop separate Rate Trajectories for Core and Non-Core groups based on an Unbundled Power Cost Methodology that provides Core Customers priority access to Grant PUD's lowest cost power supply. Non-power supply costs will be allocationed at a high level based on will be informed by the most recent Cost-of-Service study. Tiers within Core and Non-Core may be created to help allocate costs. Tiers may reflect growth, usage patterns, service size, reliability, risk, societal goals, or other relevant factors.

Section 9. Staff shall use annual Core and Non-Core Rate Trajectories to propose changes to Standard Retail Service and Alternative Rate Recovery Mechanisms.

Section 10. Staff shall mitigate "rate shock" caused from major rate structure changes. Core and Non-Core rate classes shall be +/- 25 percent of their respective trajectories. Mitigation of rate shock shall not consider the effect of unbundled power costs, Incremental Power Costs, or Alternative Rate Recovery Mechanisms approved by the Commission. In a year when no general retail rate increase is put into effect, rates changes may be applied to any rate schedule to advance rate design as determined by the Commission.

Section 4. For the determination of the Standard Retail Service, Grant PUD may use historical or forecast data to determine its annual Revenue Requirement as recommended by staff and it shall plan to implement rate level changes in small, predictable increases in any given year, as directed by the

Commission. In determining this annual Revenue Requirement, staff shall consider the use of traditional ratemaking mechanisms, such as the use of an embedded class cost of service study based upon Grant PUD's available cost and usage data and follow industry accepted techniques, principles, and methodologies for the allocation of costs.

Section 5. All Standard Retail Service schedules, or any alternative rate recovery mechanisms shall be designed to provide Core Customers with preferential access to the lowest cost embedded power supply resources from the Priest Rapids Project and from any other future generation resource owned or contracted by Grant PUD to serve retail load. Core Customers shall be defined as all retail customers taking service under: Rate Schedule 1-Residential, Rate Schedule 2-General Service (Small Commercial), Rate Schedule 3-Irrigation, and Rate Schedule 3B-Agricultural Services.

Section 9. At least every two years, staff will analyze and compare the existing rates and cost recovery levels and the estimated cost to serve each of the rate schedules and present this information to the Commission for their review as part of the annual budget approval process. The Commission will evaluate and, if appropriate, adjust the existing rates to meet their established targets / policies.

Section 811. Rate schedules shall be set by Commission directive and may take into consideration load growth, business sustainability, cost to serve, potential fuel costs, new regulatory requirements, business risk as well as other factors. Rate schedules shall be set by Commission directive and may consider load growth, business sustainability, cost to serve, fuel costs, regulations, risk, societal goals, and other relevant factors. The Commission has discretionary authority in setting rate components for all Standard Retail Service rates and Alternative Rate Recovery Mechanisms and meeting the Revenue Requirement for Standard Retail Service and Alternative Rate Recovery Mechanisms.

Section 12. The Commission may authorize temporary bill credits and/or charges to limit rate shock within current and/or future years.

Section 6. Proposed changes for any retail rates as described in Section 3 above should be designed to limit the impact to customers due to a substantial structure change, aka "rate shock". In any given year, the total Revenue Requirement level increase approved for any rate class shall be no less than 0.5x of the average total system Revenue Requirement level increase and no more than 2.0x the average total Revenue Requirement level increase approved for that year. In a year when no general retail rate increase is put into effect, rates changes may be applied to any rate schedule to advance the rate design as determined by the Commission. The revenue requirement increases used to assess the impact of "rate shock" shall not consider the effects of any alternative cost recovery mechanism approved by the Commission for any rate class or customer.

Section 7. The determination of each rate class Revenue Requirement and the resulting rates shall be informed by cost-of-service analysis, but they may be adjusted during the approval process to accomplish any societal goals and policies as determined by the Commission. The cost-of-service analysis shall be only one factor taken into consideration by the Commission when determining rates.

Section 8. Rate schedules shall be set by Commission directive and may take into consideration load growth, business sustainability, cost to serve, potential fuel costs, new regulatory requirements, business risk as well as other factors. The Commission has discretionary authority in setting rate components for all retail schedules and meeting the overall Revenue Requirement for Standard Retail Service and any approved alternative rate recovery mechanism.

~~Section 9. At least every two years, staff will analyze and compare the existing rates and cost recovery levels and the estimated cost to serve each of the rate schedules and present this information to the Commission for their review as part of the annual budget approval process. The Commission will evaluate and, if appropriate, adjust the existing rates to meet their established targets / policies.~~

~~Section 10. Any rate adjustments established in Section 9 above to meet Commission's goals and policies shall be solved to allow the greatest economic benefit among core customers served under Rate Schedule 1-Residential, Rate Schedule 3-Irrigation and Rate Schedule 3B-Agriculture. These schedules shall receive the largest revenue-cost benefit among the core customer classes.~~

Section ~~1110~~13. Grant PUD shall utilize Alternative Rate Recovery Mechanisms ~~alternative revenue recovery options~~ such as rate contracts or usage caps as discussed in Section ~~1214~~ below, for non-core customers where there is a significant risk of stranded costs to be borne by the core customers, for new or incremental distribution, transmission or generation assets or expenses. Any rate structures or cost recovery mechanisms approved for this purpose will ensure that non-core customers pay their share of any new or incremental costs necessary to provide them with electric service and have no net negative impact on Core Customers.

Section ~~1211~~14. Grant PUD may consider establishing a cap or limit on the amount of power, measured in MVA, supplied to any large non-core customer through the applicable Standard Retail Service schedule. Grant PUD shall establish the necessary alternative rates or mechanisms to recover the cost of providing electric service in excess of the maximum allowed capacity. ~~The cost assigned and recovered through these alternative mechanisms shall be excluded from the determination of the rate increases described in Section 6 above.~~

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, ~~this 22nd XXnd day of Julyxxx, 2025.e~~

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

For Commission Review – 11/25/2025

Motion authorizing the General Manager/CEO to execute Change Order No. 1 to Contract 430-11445A with Gannett Fleming, Inc., extending the contract completion date from December 31, 2027 to December 31, 2028 and increasing the not-to-exceed contract amount by \$7,900,000.00 for a new contract total of \$10,000,000.00 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 9080 for charges incurred as a result of Change Order No. 1.

XXXX

MEMORANDUM**November 5, 2025**

TO: John Mertlich, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Sr VP Power & Market Operations ^{DS} JG 11/12/2025
 Rey Pulido, VP of Power Production Operations ^{Initial} RP 11/12/2025
 Molly Hill, P.E., Senior Manager of Power Production Engineering ^{Initial} MH 11/12/2025
 Zach Rub, P.E., Chief Dam Safety Engineer ^{DS} ZR 11/12/2025
 Rebecca Simpson, Manager of Civil/ Dam Safety Engineering ^{Initial} RAS 11/12/2025

FROM: Logan Castle, P.E., PMP, Civil & Dam Safety Engineer, District Representative ^{Initial} LC 11/13/2025

SUBJECT: Contract 430-11445A, Change Order No. 1

Purpose: To request Commission approval of Change Order No. 1 to Contract 430-11445A to increase Contract Price by \$7,900,000 for a new Not-to-Exceed Contract value of \$10,000,000 and to extend the Contract Completion date by one year from December 31, 2027 to December 31, 2028.

Discussion: Gannett Fleming was awarded Contract 430-11445A in March of 2023 to provide engineering support for dam safety. Gannett Fleming has provided dam safety engineering professional services to the District since 2015. These services allow the District to be in compliance and in good standing with the FERC Division of Dam Safety and Inspections and fulfill our value of safety by maintaining and operating our dams in a safe and responsible manner. Gannett Fleming has extensive familiarity with the seismology and concrete structures at both Wanapum and Priest Rapids Dams and the ongoing Priest Rapids Spillway Stability Improvement Project.

Due to ongoing and anticipated tasks planned for the remainder of this Contract, a Change Order is required to allow continued support from Gannett Fleming through 2028. This proposed Change Order will allow District Dam Safety Engineering staff to continue to rely on Gannett Fleming to provide support for construction of the Priest Rapids Spillway Stability Improvement Project (PRSSIP). The scope of support by Gannett Fleming during the PRSSIP has been fully defined with a supporting detailed cost estimate. The support during construction of the PRSSIP is a large effort, spanning approximately two years, and is the primary driver of the Contract Price increase. Additional tasks anticipated to be assigned to Gannett Fleming under this Contract include a design study for Priest Rapids Dam spillway cross-canyon seismic retrofit and performing a FERC-required 10-year gate inspection at Wanapum Dam. Other future tasks may also be assigned to Gannett Fleming depending on the nature of the work and their ability to meet our project budget and schedule requirements.

Justification: This Change Order will provide funding for Gannett Fleming to support the PRSSIP through completion. Extending the Contract by one year will allow all the PRSSIP support by Gannett Fleming to occur under the current Contract. Gannett Fleming completed an accelerated design schedule for the PRSSIP in early 2020. Due to delays with the Priest Rapids Right Embankment Project (PRREIP) and access limitations, construction of the PRSSIP was postponed until after completion of PRREIP. Full-time engineering oversight by FERC-approved individuals is required to fulfill FERC's required Quality Construction Inspection Program (QCIP) during construction of dam safety projects such as the PRSSIP.

Gannett Fleming is providing the FERC required QCIP staff to oversee construction quality during PRSSIP. The staff for this position require adequate experience with post-tensioned anchor installation and drilling at dams. Gannett Fleming staff are currently approved by the FERC as part of the PRSSIP QCIP. Options were evaluated to use District inspectors or inspectors from another District contract to staff the QCIP. However, due to the need to maintain adequate QCIP staffing during all PRSSIP contract working hours, the technical complexity of the project, and limited availability of alternative resources, it was determined that Gannett Fleming offers the best value and lowest risk to the District for providing all required QCIP staff. Gannett Fleming, as the engineer of record for the PRSSIP, will be providing the required engineering support during construction and closeout of the PRSSIP. Project closeout includes a FERC-required final construction report.

Additionally, the PRSSIP supports Objective 1, "Achieve and Maintain a Zero-Incident Workplace," and Objective 6, "Operate Responsibly by Attaining Environmental, Cultural Resource, and Regulatory Compliance," as outlined in the District's Strategic Plan. Furthermore, the PRSSIP aligns with both the financial and customer/stakeholder quadrants of the Balanced Scorecard, reinforcing its strategic and operational relevance.

Gannett Fleming has heavily supported structural analyses of both Wanapum and Priest Rapids Dam structures with modern seismic loading conditions as required by the FERC. Additionally, Gannett Fleming completed a risk assessment of Wanapum Dam in 2022, provided SME knowledge for the Priest Rapids Dam 2024 FERC Part 12 Comprehensive Assessment, and has supported various other FERC-required dam safety engineering tasks. Continuing Gannett Fleming's support is the best value to the District.

Financial Considerations: Change Order No. 1 is requesting the addition of \$7,900,000 to the Gannett Fleming Contract to fund the contract through completion of the Priest Rapids Spillway Stability Improvement Project in 2028. These funds will be included in the relevant yearly budgets and charges incurred by this contract will be allocated to various projects depending on the specific project being supported. Billing rates were evaluated and negotiated prior to contract award and appear to be fair and reasonable based on the type of engineering support required for this contract. Increases to billing rates since contract award have been within the allowed limits of the consumer price index (CPI).

Change Order History: This is the first change order for this contract.

Legal Review: See attached email.

Recommendation: Commission approval of Change Order No. 1 to Contract 430-11445A to increase Contract Price by \$7,900,000 for a new Not-to-Exceed Contract value of \$10,000,000 and to extend the contract completion date from December 31, 2027 to December 31, 2028.

CHANGE ORDER
NO. 1

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

- A. Description of Change: Increase the Contract Price and extend the Contract completion date. This Change Order will provide funding for Contractor to support the Priest Rapids Spillway Stability Improvement Project (PRSSIP) through completion and continued support of various other Dam Safety Engineering related tasks. Extending the Contract by one year will allow all PRSSIP support by the Contractor to occur under the current Contract.
- B. Time of Completion: The revised completion date shall be December 31, 2028.
- C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of \$7,900,000.00 plus applicable sales tax. This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$10,000,000.00, including changes incorporated by this Change Order.
- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

Gannett Fleming, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Change Order Table

Contract Title: Dam Safety Engineering Services

Contract No.	430-11445A	Award Date:	3/2/2023
Project Manager:	N/A	Original Contract Amount:	\$2,100,000.00
District Representative (If Different):	Logan Castle	Original Contract completion:	12/31/2027
Contractor:	Gannett Fleming, Inc.		

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking (Reset CO Amount)
1	Increase Contract Price and Extend Completion Date	Comm	TBD	12/31/28	\$7,900,000.00	\$10,000,000.00	\$7,900,000.00
Total Change Order Cost Change Amount (Cumulative CO Amount)					7,900,000.00		

For Commission Review – 11/25/2025

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, purposes to execute Agreement with Washington State Department of Enterprise Services.

XXXX

MEMORANDUM**10/27/2025****TO:** John Mertlich, General Manager/Chief Executive Officer**VIA:** Fallon Long, VP of Shared Services
Brian Barrows, Sr Manager of Transportation & Facilities
RJ Fronsman, Facilities Manager**FROM:** Nick Bare, Facilities Supervisor**SUBJECT:** Award Contract 430-13102 – EHQ HVAC Replacements

DocuSigned by:

Fallon Long

A7D572C602C0445...

DocuSigned by:

RJ Fronsman

21BF6B40684B470...

Signed by:

Brian Barrows

A98559F849AF440...

DocuSigned by:

Nick J. Bare

3234B787D3734AC...

Purpose:

To request Commission approval to award contract 430-13102 for EHQ HVAC Replacements through an Interagency Agreement (**IAA**) with WA Department of Enterprise Services (**DES**). This contract will refresh the previously performed energy audit to upgrade aging HVAC systems at the Ephrata Headquarters building while also improving energy efficiency of systems through the Energy Savings Performance-based Contracting Method. This contracting method enables Grant PUD to utilize assessments previously performed and replace existing HVAC system components to reduce energy consumption and operational costs of systems that are well beyond their expected service life.

Discussion:

Facilities has completed condition assessments on the various systems throughout the District facilities, utilizing McKinstry for disciplines they are qualified to assess. Part of those services also included the logging of assets and developing asset management schedules/plans. The Ephrata Headquarters building has several HVAC assets that are well past their expected service life. To this end we have selected to work with DES – who will then contract with McKinstry, an Energy Service Company (ESCO), due to their breadth of institutional knowledge of our specific systems because of work they have performed for the District – to perform an investment grade audit (**IGA**) and generate a report with the intent of implementing energy improvement measures. This provides the District with objective measures to reduce the facility's energy use index (**EUI**) where it makes sense and mitigates new facility requirements due to the Clean Buildings Bill (**HB1257**, 2019). The audit will provide all details necessary for implementation of viable initiatives including associated savings, costs, and return on investment scenarios. The scope of the HVAC system replacements will then be detailed in a forthcoming Energy Service Proposal (**ESP**) that will include a guaranteed maximum pricing and energy savings.

Justification:

Completing this work via the IAA allows us to complete this work concurrently with other planned work taking place at EHQ (furniture, carpet, paint on the 2nd floor PD Engineering area) minimizing interruptions to work groups. Additionally, McKinstry has significant familiarity with the EHQ HVAC systems and controls from previous contracted work they have completed, significantly reducing the expected duration of the IGA, the ESP, and enabling the physical replacement of equipment to take place sooner.

If not approved to complete this work through the IAA at this time, this work will still need to be completed. An IGA would still need to be performed to provide objective data regarding what equipment provides the best ROI from a dollar value and EUI reduction perspective. Utilizing the IAA with DES allows this work (consultation, engineering, and construction) to be completed under one contract versus multiple. Contracting via traditional separate contracts, RFPs for engineering services, and hard bid for the construction will add significant time to the project schedule, eliminating the possibility of performing this work concurrently with renovations taking place and allow the work to be completed while one of the areas is unoccupied. The other alternative is to run the systems to failure, but we do not feel this is in the District's best interest.

We believe it is best to address this deferred maintenance now, proactively, to improve comfort in the building and before systems fail and cause an unplanned interruption to customers and employees. The assets we expect to be replacing are about 5-35 years past their 16-24 year expected service life, posing several opportunities to reduce the EUI in this facility in line with the requirements of HB1257. This also permits this work be completed as part of a wholistic District facilities asset management approach focused on proactive maintenance of our assets to ensure reliable performance.

Financial Considerations:

Annual savings, avoided cost, and payback period of this work is undetermined at this time. This will be solidified upon completion of the IGA and development of the ESP that will outline what options from the IGA we select. The total cost to the District to replace all assets identified in the asset management plan is forecasted at about \$2,000,000 and was approved in 2025 (Project IDs: 103900 and 103828, Cost Center: FD2000). This includes design, construction, and District costs.

This contract facilitates completing planned work that reduces overall facility energy costs, avoids relying on break-fix maintenance of old equipment, and reduces exposure to future fines due to HB 1257; (currently estimated \$65,000-\$90,000 starting in 2028).

Contract Specifics:

DES, through its Energy Program, is a national leader in developing and managing energy savings performance contracts and will help the District reduce energy usage and operational costs. Acting as the owner's advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, the District can achieve efficiencies, improve facilities, and reduce energy consumption in our facilities. Energy Program also creates value to the District by managing risk through guaranteed total project costs, equipment performance, and energy savings. The purpose of this IAA is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to the District and to authorize the development of the energy services proposal in a cost-effective, efficient manner.

The final contract value is determined by the scope of work defined in the IGA, the energy services proposal, and the Attachment B fee schedule. Termination terms follow the rates outlined in the Attachment B fee schedule, too.

The work is expected to start in November 2025 and be completed mid-2026.

Recommendation:

Commission approval to execute contract 430-13102 with DES to obtain Energy Program Services.

Legal Review:

See attached e-mail(s).



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.:	K10155
Grant County PUD Ephrata Headquarters 30 C St SW Ephrata, WA 98823	Date:	September 29, 2025

INTERAGENCY AGREEMENT
BETWEEN
GRANT COUNTY PUD
AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement (Agreement)* is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Grant County PUD, a Washington State governmental agency (“Client Agency”) and is dated and effective as of the date of the last signature.

RECITALS

- A. Enterprise Services, through its Energy Program (“Energy Program”), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner’s advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.



- E. The purpose of this *Agreement* is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this *Agreement* commences on the date of the last signature and ends **December 31, 2029.**

2. **STATEMENT OF WORK.**

A. ENERGY PROGRAM. Energy Program agrees to provide the following Services:

- i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
- ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.

B. CLIENT AGENCY. Client Agency agrees to the following:

- i. Will conform to the protocols of this *Agreement*, including Enterprise Services' *General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions")*, and as supplemented.
- ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
- iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
 - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
 - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.



- The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.
 - Professional services agreements have suffixes A through F, for example 2018-024 A.
 - Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

3. COMPENSATION AND REQUIREMENTS.

- A. COMPENSATION. Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
- i. Project Management Services Scope of Work (Attachment A): For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
 - ii. Termination Fee: If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
 - iii. Measurement & Verification Services ("M&V") Scope of Work (Attachment C): If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. PAYMENT FOR ESCO SERVICES. In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Main Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. FURTHER ASSURANCES. Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW. In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
- 1. RCW Title 39 and 43
 - 2. ADA Requirements
 - 3. Buy America
 - 4. Davis-Bacon



5. Prevailing Wage
6. DBE Participation
7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

4. INVOICES AND BILLING.

- A. **BILLING PROCEDURE.** Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the ESCO. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
 - Amendment number and project
 - The date(s) such services were provided
 - Brief description of the services provided
 - Total invoice amount
- D. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically to:

Email: flong@gcpud.org

5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
 Attn: Bill Bays
 Energy Project Manager
 Energy Program
 Washington Dept. of Enterprise Services

Client Agency
 Attn: Fallon Long
 Vice President of Shared Services
 Grant County PUD



PO Box 41476
Olympia, WA 98504-1476
Tel: (360) 701-7344
Email: bill.bays@des.wa.gov

30 C St. SW
Ephrata, WA 98823
Tel: (509) 760-9850
Email: flong@gcpub.org

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

6. RECORDS.

- A. AGREEMENT AVAILABILITY. Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. RECORDS RETENTION. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. OWNERSHIP. Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. PUBLIC RECORDS. This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA).

- 7. **RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

- 8. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall



have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

9. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this *Agreement* prior to the effective date of such termination.

10. **GENERAL PROVISIONS.**

- A. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- B. **INTEGRATED AGREEMENT.** This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. **AUTHORITY.** Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this *Agreement*, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- I. **CAPTIONS & HEADINGS.** The captions and headings in this *Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Agreement* nor the meaning of any provisions hereof.
- J. **ELECTRONIC SIGNATURES.** A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.



- K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

11. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

12. NON-DISCRIMINATION.

1. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.



EXECUTED AND EFFECTIVE as of the date of the last signature.

Grant county PUD

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Kirsten G. Wilson, PE
Title: Energy Program Manager
Date: _____



ATTACHMENT A

PROJECT MANAGEMENT SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.



ATTACHMENT B

PROJECT MANAGEMENT FEE SCHEDULE

2025-27 Interagency Reimbursement Costs
for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION FEE</u>
5,000,001..... 6,000,000.....	\$68,800.....	25,700
4,000,001... .. 5,000,000.....	67,700.....	25,400
3,000,001..... 4,000,000.....	66,700.....	25,000
2,000,001..... 3,000,000.....	62,500.....	23,400
1,500,001..... 2,000,000.....	58,300.....	21,800
1,000,001..... 1,500,000.....	51,600.....	19,300
900,001. 1,000,000.....	43,800.....	16,400
800,001..... .. 900,000.....	41,300.....	15,400
700,001..... .. 800,000.....	38,300.....	14,400
600,001..... .. 700,000.....	36,500.....	13,700
500,001..... .. 600,000.....	33,800.....	12,600
400,001..... .. 500,000.....	30,200.....	11,300
300,001..... .. 400,000.....	25,800.....	9,700
200,001..... .. 300,000.....	20,700.....	7,700
100,001..... .. 200,000.....	14,400.....	5,400
50,001..... .. 100,000.....	7,800.....	3,500
20,001..... .. 50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency's cost effectiveness criteria.
3. If the project meets Client Agency's cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
4. If the audit fails to produce a project that meets Client Agency's established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.



ATTACHMENT C

MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.