AGENDA
GRANT COUNTY PUBLIC UTILITY DISTRICT
Via Conference Call
+1 509-703-5291   Conference ID: 678 050 6#
COMMISSION MEETING
Tuesday, May 26, 2020

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

9:00 a.m.  Commission Convenes
          Review and Sign Vouchers

10:00 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
          Business Meeting

1.  Consent Agenda

       Approval of Vouchers

       Meeting minutes of May 12, 2020

2.  Regular Agenda

3.  Review Items For Next Business Meeting

   Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 2 to Contract 230-08636 with IMCO General Construction Inc., increasing the not-to-exceed contract amount by $661,685.40 for a new contract total of $34,044,427.40 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 2. (xxxx)

   Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 13 to Contract 430-3207 with Washington State Department of Fish and Wildlife (WDFW), increasing the not-to-exceed contract amount by $1,076,843.00, for a new contract total of $9,560,520.67, extending the contract completion date to June 30, 2021 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 13. (xxxx)
Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 430-09499A with PBS Engineering and Environmental Inc., in an amount not-to-exceed $2,000,000.00 and with a contract completion date of December 31, 2025. (xxxx)

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 430-09499B with Erlandsen & Associates, Inc., in an amount not-to-exceed $1,500,000.00 and with a contract completion date of December 31, 2025. (xxxx)

4. Calendar

5. Reports from Staff (if applicable)

Adjournment
CONSENT AGENDA
REGULAR MEETING
OF PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

May 12, 2020

The Commission of Public Utility District No. 2 of Grant County, Washington, convened at 9:00 a.m. via Microsoft Teams Meeting / +1 509-703-5291 Conference ID: 678 050 #6 with the following Commissioners present: Tom Flint, President; Larry Schaapman, Vice-President; Judy Wilson, Secretary; Dale Walker, Commissioner; and Nelson Cox, Commissioner.

The Commission convened to review vouchers and correspondence.

The Commission recessed at 9:07 a.m.

The Commission resumed at 9:50 a.m.

A round table discussion was held regarding the following topics: customer billing issue scheduled for follow-up discussion during afternoon session; limited aspect opening of recreation sites; COVID-19 Incident Criticality Level (ICL) status; Wi-Fi hot spot deployment; protocol for disposing of aged out wood and cement power poles; and Commission request for transmission wheeling / Cost of Study Service (COSS) workshop.

John Mertlich, Senior Manager of FP&A, and Jeremy Nolan, Lead Financial Analyst, presented the Current Year Budget to Actual report.

Dmitriy Turchik, Internal Audit Manager, presented the Internal Audit Program report.

Mike Tongue, Senior Manager of Power Delivery Construction and Maintenance, provided the Construction and Maintenance report.

Jeff Bishop, Chief Financial Officer, and John Mertlich, Senior Manager of FP&A, presented a Preliminary COVID Financial Impacts report.

An executive session was announced at 11:51 a.m. to last until 12:01 p.m. to discuss legal risks of current practice or proposed action with legal counsel present pursuant to RCW 42.30.110(1)(i). The executive session concluded at 12:01 p.m. and the regular session resumed.

The Commission recessed at 12:01 p.m.

The Commission resumed at 1:00 p.m.

Due to a technology error, recording of the 1:00 p.m. session was not started until 2:25 p.m.
Public comment was received by Neal Gschwend, Rob Skordas, and Craig Simpson in opposition to the transmission Cost of Service Study and the proposed wholesale wheeling rate. Due to the delayed start of the recording, those making comments were offered the opportunity to submit their comments in writing for the purpose of supplementing these minutes. Rob Skordas, Neal Gschwend and Craig Simpson indicated they would submit their comments in writing. The written comments to supplement the official record are attached as Appendix A.

Correspondence was noted received by Commissioner Schaapman in regard to opening of the Crescent Bar boat launch. In addition, Commissioner Flint noted correspondence received from a Grant PUD customer expressing appreciation to staff for their efforts in going above and beyond during the time of a national pandemic crisis.

Consent agenda motion was made Mr. Walker and seconded by Mr. Schaapman to approve the following consent agenda items:

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<td>Payroll Tax and Garnishments</td>
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<td>20200507B</td>
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Meeting minutes of April 28, 2020.

Special meeting minutes of May 6, 2020.

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

Resolution No. 8942 relative to approving and adopting a Greenhouse Gas Accounting Methodology Carbon Content Estimation Calculation was presented to the Commission. Motion was made by Mr. Cox and seconded by Mr. Walker to approve Resolution No. 8942. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 8942

A RESOLUTION APPROVING AND ADOPTING A GREENHOUSE GAS ACCOUNTING METHODOLOGY CARBON CONTENT ESTIMATION CALCULATION

Recitals

1. Certain Grant PUD customers have requested information on the carbon content of the electric energy used to serve their load;

2. The current methodology and calculation were adopted in 2016 via Resolution No. 8833; however, the methodology and calculation need to be updated to more accurately reflect Grant PUD’s contractual and operating conditions; and
3. Staff has refined the methodology and calculation to estimate carbon content based on the following:

a. Grant PUD may sell its physical share and the associated attributes of Priest Rapids and Wanapum generation through Pooling and/or Slice contracts.

b. The power purchased back to serve load through the Pooling and/or Slice contracts is considered unspecified source unless specifically deemed otherwise.

c. Market Purchases to serve load will be considered unspecified source unless specifically deemed otherwise.

d. The power purchased to serve load under Rate Schedule 13 Specified Source is non-emitting and will be separately disclosed.

e. The assumption that any Grant PUD-specific or declared sources available, including but not limited to Wanapum, Priest, PEC, Quincy Chute, Nine Canyon (as appropriate) and zero carbon emission purchases, are used first to serve retail customers.

f. The District will use the most current information available to estimate the carbon content of generation for specified and unspecified sources. Priority will be given to relevant information produced by the State of Washington.

g. Consistent with Commission Resolution No. 8768, Grant PUD’s Core Customers are given preference in receiving the low carbon benefits from hydro resources.

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

Section 1. The Commission approves staff’s proposed methodology and calculation to estimate the carbon content of energy that serves Grant PUD’s retail electricity sales.

Section 2. This Resolution shall supersede Resolution No. 8833 and all other prior resolutions to the extent that they conflict with any action related to Grant PUD’s greenhouse gas accounting methodology and carbon content estimation.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 12th day of May, 2020.

Resolution No. 8943 relative to Implementing the Families First Coronavirus Response Act (FFCRA) Policy was presented to the Commission. Motion was made by Mrs. Wilson and seconded by Mr. Walker to approve Resolution No. 8942. After consideration, the motion passed by unanimous vote of the Commission

RESOLUTION NO. 8943

A RESOLUTION IMPLEMENTING THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA) POLICY

Recitals
1. Grant PUD’s Strategic Plan includes core values that list Safety as a top priority;

2. Grant PUD has responded to the COVID-19 pandemic of 2020 by implementing its Incident Command System, in addition to following Center for Disease Control (CDC) and Grant County Department of health recommendations to keep employees and the public safe during this pandemic;

3. On March 18, 2020 the 116th Congress of the United States of America passed Public Law No. 116-127, known as the Families First Coronavirus Response Act (FFCRA) to assist employees impacted by the pandemic; and

4. The Senior Manager of Human Resources recommends adoption of the Families First Coronavirus Response Act Policy attached as Exhibit A to both comply with Federal law and support Grant PUD’s Health and Safety efforts.

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

Section One: The Families First Coronavirus Response Act Policy attached as Exhibit A is hereby adopted.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 12th day of May, 2020.

The Commission calendar was reviewed.

Dave Churchman, CCO, and Bob Brill, Economist, provided a follow-up report on the transmission Cost of Service Study (COSS), Return on Equity (ROE) component, and proposed wholesale wheeling rate schedules.

The Commission discussed a customer bill issue that resulted from a software error in the Grant PUD system. The error resulted in under-billing the customer for energy received and consumed by the customer. The customer was informed of the under-billed amounts and a request was made for payment. The customer objects to paying for the under-billed amounts. The Commission discussed whether the customer should be responsible for paying for energy received and consumed or whether Grant PUD should forego the under-billed amounts due to the error.

A discussion was held regarding future options available for in-person/face-to-face meetings while still adhering to state issued COVID guidelines, social distancing and required PPE protocol.

There being no further business to discuss, the May 12 meeting officially adjourned at 3:05 p.m.

Tom Flint, President
ATTEST:

__________________________  ____________________________
Judy Wilson, Secretary      Larry Schaapman, Vice President

__________________________  ____________________________
Dale Walker, Commissioner   Nelson Cox, Commissioner
APPENDIX A

Rob Skordas comments on behalf of USBR: See attached received May 15, 2020
Neal Gshwend comments on behalf of BPA: See attached received May 14, 2020
Craig Simpson comments of behalf of ECBID: See attached received May 15, 2020
May 14, 2020

In reply refer to: PSST-6

Grant PUD Board of Commission:

Thank you again for considering Bonneville’s concerns with the proposed Rate of Return. We appreciate the Commission’s willingness to discuss this issue more fully with stakeholders, and look forward to participating in that meeting.

The following reflects the public comments we presented at the May 12, 2020 Commission meeting.

Thank you,

/s/ Dan Yokota

Dan Yokota
Manager, Transfer Services
Bonneville Power Administration’s May 12 Public Comments

Good afternoon. I am Neal Gschwend, on behalf of the Bonneville Power Administration. Thank you again for this opportunity to discuss the proposed Return on Equity.

We continue to be concerned with this proposal, and the way it is being presented to the Commission. We have reviewed the materials posted for today, and would like to make three points. First, the Commission does not have discretion to choose an ROE that is not based on Grant’s costs. Second, while cost-based and accrual-based accounting methods should be equal over time, this proposal will over-collect Grant’s costs year after year. Third, the proposal to borrow an ROE value from a different utility is not consistent with FERC ratemaking, is not transparent, and is not consistent with Grant’s cost-based ratemaking authority.

The Commission does not have discretion to choose an ROE that is not based on Grant’s costs.

First, the Commission does not have discretion to choose an ROE that is not based on Grant’s costs. The last time we discussed this ROE issue, Mr. Nordt said something concerning. He said the Commission has discretion to set the ROE level “from 0 to whatever.” But under Washington law, RCW 54.24.080, Grant’s rates must be cost-based. This is foundational. Discretion that is not tied to Grant’s costs is inconsistent with the PUD’s obligation to set cost-based rates.

For instance, Grant could not set its rates by surveying investor-owned utility rates and picking a number that felt reasonable. While that might be a simpler process, there would be no basis to say that such a rate would recover Grant’s costs. Because of that, it would not be within the Commission’s authority to adopt that rate.

In the same way, surveying investor-owned utilities’ equity costs says nothing about Grant’s equity costs. Grant Staff, in telling this Commission it has the discretion to swing rates by over $30 million per year, is inviting this Commission to choose an arbitrary number that is not tied to Grant’s costs.

While cost-based and accrual-based accounting methods should be equal over time, this proposal will over-collect Grant’s costs year after year.

Second, while cost-based and accrual-based accounting methods should be equal over time, this proposal will over-collect Grant’s costs year after year. An important point to make, and one that EES Consulting made repeatedly in its letter, is that these two methods should be equivalent in the long-run. Switching to an accrual method does not add new costs. We agree with EES that depreciation expense and the return on investment should equal debt service and revenue-financed capital over time. Which means, if done correctly, we should be indifferent to whichever method is used, and the conversation would just be about the value of rate stability.
However, by introducing an ROE based on the costs of specific investor-owned utilities, rather than an analysis of Grant-specific costs, every indication is that the proposed cost of service is significantly higher. They are not equal. These are not Grant’s costs; these are higher.

Let’s hold up these two methods, and compare whether the results are reasonable. Under the accrual-based proposal, there is $31 million of depreciation expense and $33 million for return on investment. That’s $64 million per year under the accrual method, as proposed. We should be able to see the same number on the cash-based side. Now, compare that $64 million against $8 million of interest payments under the cash method. If these two methods are to be equal, that means that Grant Staff is expecting to need, on average, an extra $56 million per year for capital financed by higher rates and for principal. There is no Grant-specific staff analysis to support that very large amount. That is not transparent, and is not consistent with cost-based ratemaking. Rather than smoothing out the peaks and valleys of capital investment, this proposal will simply over-collect—year after year.

**The proposal to borrow an ROE value from a different utility is not consistent with FERC ratemaking, is not transparent, and is not consistent with Grant’s cost-based ratemaking authority.**

Finally, the proposal to borrow an ROE value from a different utility is not consistent with FERC ratemaking, is not transparent, and is not consistent with Grant’s cost-based ratemaking authority. To be clear, there is absolutely no generic, FERC-approved, reasonable ROE. The determination is incredibly fact-intensive and specific to each utility. It is because of this difficulty that EES recommends simply borrowing an ROE from others.

However, not only would properly determining a Grant-specific ROE be difficult, it may be impossible. As we have discussed before, the questions that a FERC ROE expert would ask are focused on determining what level of dividends are required to encourage shareholder investment in that utility. These questions do not make sense in a PUD context. Fundamentally, failing to look at Grant’s specific costs in determining its ROE is not transparent. It is not consistent with any FERC ratemaking approach, and most importantly, it is not consistent with the PUD’s cost-based ratemaking authority under state law.

**Conclusion**

We are very concerned by this proposal. Under Washington law, the PUD must set rates to recover its costs. That is not what the proposed ROE does. We look forward to being able to discuss this further with the Commission at the public meeting that was agreed to at the March 10 Commission meeting. Thank you.
VIA ELECTRONIC MAIL ONLY

Board of Commissioners
Grant County Public Utility District
30 C St SW
Ephrata, WA 98823
commissioners@gcpud.org

Subject: Grant County Public Utility District Commissioners Meeting May 12, 2020

Dear Grant County Public Utility District Commissioners:

I will attempt to capture my comments from yesterday’s Commissioners’ Meeting in a letter format. This letter also includes additional comments for consideration by the Commissioners.

I appreciate the opportunity to speak during the above referenced meeting. I am grateful for the opportunity to again voice our concerns over the transmission rate schedule that was presented during the May 12, 2020 meeting.

My comments followed those of Bonneville Power Administration (BPA). Reclamation agrees with and supports the comments provided by BPA.

You will recall on March 23rd, we provided a letter to Grant PUD outlining our concerns over the applicable use of Return on Equity (ROE). Subsequently, on April 27th, we submitted another letter identifying specific costs that need to be reviewed that are currently within the cost model. Grant PUD staff provided a written response on the ROE, but we have not heard anything on the April 27th comments.

We recognize the effects of the pandemic on utilities and the additional difficulties that individuals face during this time may hinder Grant PUD from responding to our concerns. That being said, it appears that Grant PUD continues to proceed with establishing a rate that will ultimately increase costs for it farming customers. We therefore ask again for further discussion before undertaking such a major action that will negatively impact the rate payers, all of whom reside within Grant county.

The rate schedule that Grant PUD is seeking to establish utilizes the 9.8% ROE with which Reclamation and the Columbia Basin Irrigation Districts (Districts) continue to disagree. Grant PUD has not demonstrated that it’s proposed 9.8% ROE is Just and Reasonable.
- Grant PUD’s proposed 9.8% ROE is based upon the average of the ROE’s recently approved by the Federal Energy Regulatory Commission (FERC) in transmission rate cases submitted by two Investor-Owned Utilities (IOUs), Puget Sound Energy (PSE) and PacifiCorp (PAC).
  
  o Neither PSE nor PAC is a valid comparable for establishing a Just and Reasonable transmission and/or distribution wheeling rate ROE for Grant PUD, which is a publicly-owned, not-for-profit utility.
  
  o Grant PUD’s transmission (and distribution) business risk profile is significantly different than that of either PSE or PAC.
  
  o Unlike PSE or PAC, Grant PUD has no need to attract equity investors in its transmission and/or distribution business.
  
  o Grant PUD has failed to demonstrate that any level of ROE above 0% is needed in order to attract investment capital for Grant PUD’s transmission and/or distribution systems.
  
- Shareholders of IOUs will demand a premium – in the form of a higher allowed ROE – in exchange for subjecting their investment capital to certain regulatory risks. Grant PUD, however, has no investors seeking a return on capital in exchange for the risk of investment.

- Both PSE and PAC regularly pay dividends to their respective shareholders/equity investors while Grant PUD does not. Dividends paid by PSE and PAC – and expected to be received by shareholders as part of their overall return on investment – are factored into the Just and Reasonable ROEs established by FERC.

Grant PUD has not conducted a comprehensive ROE analysis similar to the analyses previously performed by PSE and PAC in justifying their respective approved transmission ROEs.

- In a FERC wholesale transmission rate case setting, the burden of proof is on the entity that is requesting the change in rates, which in this case is Grant PUD.

- In Grant PUD’s 2020 Transmission Rate Case, Grant PUD has failed to conduct anywhere near the type of comprehensive ROE analysis that would be required by FERC to establish a Just and Reasonable ROE and associated Just and Reasonable transmission rates.

- The above information demonstrates that Grant PUD has not met its burden of proof in the 2020 Transmission Rate Case and therefore has failed to validate that its proposed 9.8% is Just and Reasonable.
The ROE incorporated into Grant’s January 27, 2020 Transmission Cost of Service Study (COSS) has an outsized and unreasonable impact on the resultant transmission and distribution rates charged to serve Reclamation project loads.

- A ROE of 9.8% acts to increase Grant PUD’s per-unit rate for transmitting power across its transmission system to Reclamation loads served at 115 kV by an unreasonable 29%.

- A ROE of 9.8% similarly acts to increase Grant PUD’s per-unit rate for transmitting power across its distribution system to Reclamation loads served at 13.2 kV by an unreasonable 31%.

- The 29% and 31% figures are a measure of the pure profit to be received by the PUD in providing transmission and distribution services to Reclamation project lands if the Commission sets the rates based upon inflated “costs of service” that incorporate a 9.8% ROE.

Any transmission and/or distribution ROE above 0% represents pure profit earned by the PUD that is in excess of its actual long-term transmission and distribution system debt costs.

- Grant PUD’s Reclamation transmission and distribution rates should be established at the level that allows the Grant PUD to recover the annual interest expenses associated with its outstanding long-term transmission system debt.

FERC’s approval of non-zero ROEs for publicly-owned utilities that are members of a Regional Transmission Organization (RTO) or Independent System Operator (ISO) is not relevant to Grant PUD’s specific situation or its proposed transmission rate.

- Grant PUD is not currently a member of any RTO or ISO. Furthermore, it is highly unlikely that any such organizations will be formed in the Pacific Northwest Region in the foreseeable future.

- Grant PUD has failed to identify any comparable for the ROEs established by publicly-owned utilities that are similarly situated to the Grant PUD and that are not members of an RTO or ISO.

- A publicly-owned utility that joins an RTO or ISO voluntarily agrees to operate its transmission system pursuant to a common transmission tariff that is under FERC jurisdiction. Earning a ROE above zero acts to compensate the publicly-owned utility for subjecting itself to additional regulatory risk of FERC jurisdiction. However:
  - Grant PUD has expressly stated that it will not be filing an Open Access Transmission Tariff (OATT) with FERC.
  - Grant PUD intends its transmission rate be established by the Grant PUD Commission rather than by FERC or any other independent outside regulatory body; therefore, no regulatory risk premium is warranted in this instance.
Incorporating the same regulatory risk premiums experienced by PSE and PAC – but not by Grant PUD – into Grant PUD’s transmission COSS ROE will result in transmission and distribution wheeling rates that are not Just and Reasonable.

Grant PUD staff indicated the package materials made available for the May 12, 2020 meeting contained their response to our ROE questions. In the letter from EES Consulting it should be noted that the letter does not actually endorse or support the 9.8% rate proposed by Grant PUD. The EES Consulting letter also indicates that a comprehensive ROE analysis would be needed in order to support Grant PUD’s proposed 9.8% ROE figure as Just and Reasonable. As previously stated, the resultant rate has an outsized impact to the rates by as much as 30%.

During the morning session of the meeting a suggestion was made for a transmission rate workshop to include Reclamation and the Districts. We welcome the opportunity to work with the Grant PUD Commission and staff.

In closing, Reclamation asks that the Commission not establish a transmission rate based on the current Cost of Service until all questions and concerns have been addressed. Thank you for your time. We look forward to speaking with you in the future.

Sincerely,

Robert Skordas
Deputy Regional Director

cc: Quincy Columbia Basin Irrigation District
   Attn: Roger Sonnichsen
   1720 Central Avenue S
   P.O. Box 188
   Quincy, WA 98848

   Mr. Craig Simpson
   Manager
   East Columbia Basin Irrigation District
   P.O. Box E
   Othello, WA 99344
May 15, 2020

Grant County PUD Commissioners
PO Box 37
30 C Street SW
Ephrata, WA 98823

RE: GPUD Commissioner meeting comments for May 12, 2020

Dear Commissioners:

Please accept these comments for the record that relate to the comments made during your May 12, 2020 Commission meeting:

Thank you for the opportunity to address the Commission. I would also like to thank you for requesting a workshop for the Commission to better digest the complexities of establishing a transmission rate for our Reserved Power delivery. We hope for an opportunity to interact with you in that forum at a time we can all sit around a table.

We agree with the comments provided by BPA and Reclamation during the meeting.

It’s important that GPUD doesn’t establish a new rate to wheel our Reserved Power prematurely. There are unanswered questions regarding data and assumptions used for the current COS-based rate calculations. There needs to be ample evaluation and discussion of our numerous concerns directly with the Commissioners. Unfortunately, the Governor’s proclamations regarding public meetings restricts our ability to effectively work the District on this topic now and into the foreseeable future. You are also presently restricted from taking non-routine actions, like establishing a new rate.

We don’t find GPUD staff’s recommendations on Return on Equity (ROE) justifiable. Your consultant, EES, states that proper development of an ROE is an expensive undertaking, one that GPUD is not performing to inform their decision.

We have other concerns that we look forward to sharing with you as discussions proceed.

Please take these comments into consideration prior to rushing ahead with a decision on ROE and the establishment of new rates to wheel our Reserved Power. Especially considering the directives that Governor Inslee has placed us all under.

Thank you for your time. Please contact me with any questions.

Sincerely,

Craig N. Simpson, P.E.
Secretary – Manager
Grant County PUD Commissioners
May 15, 2020
Page 2

CNS:wl

cc:  Directors
     Anna Franz
     Roger Sonnichsen
     Rob Skordas
     Marc Maynard
REGULAR AGENDA
Motion was made ____________ and seconded ___________ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 2 to Contract 230-08636 with IMCO General Construction Inc., increasing the not-to-exceed contract amount by $661,685.40 for a new contract total of $34,044,427.40 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 2.
TO: Kevin Nordt, General Manager/Chief Executive Officer

VIA: Richard Wallen, Chief Operations Officer
      Ty Ehrman, P.E., Managing Director of Power Production
      Dale Campbell, P.E., Senior Manager of Power Production Engineering
      Brandon Little, P.E./Kevin Marshall, P.E., Chief Dam Safety Engineer

FROM: Vanessa Seldal, PMP, Project Manager

SUBJECT: Contract 230-08636, Change Order No. 02

Purpose: To request Commission approval of Change Order No. 02 to Contract 230-08636 to approve suspension costs for IMCO due to contract delays.

Discussion:
Contract 230-08636 was awarded to IMCO General Construction, Inc. on January 28, 2020. The Contract was executed to construct a replacement dam for the far right (West) embankment at Priest Rapids Dam that would withstand the anticipated ground motions resulting from the Maximum Credible Earthquake. At the time of Award, the District and Contractor anticipated issuing the Limited Notice to Proceed (LNTP) within 45 calendar days. Unfortunately, the Department of Energy (DOE) has required the District to include the replacement of their roadway in the project Environmental Assessment (EA).

This decision from the DOE has resulted in delays in the District’s ability to issue the LNTP for the Priest Rapids Right Embankment Improvement Project (PRREIP). The EA was complete and agency consultation has been completed. The original EA included necessary maintenance and repairs to all damaged portions of the DOE roadway to DOT standards. The EA has been submitted to FERC for final consideration before FERC issues a License Amendment for the PRREIP. The EA amendment includes a total roadway replacement in the same roadway footprint.

Management reached out to DOE, Federal Energy Regulatory Commission (FERC) and involved the assistance of Representative Newhouse to assist in resolving this concern and allowing FERC to issue a License Amendment. Although we got the attention of higher level individuals at DOE, we were unable to get FERC/DOE to pull back on the need for a road replacement National Environmental Policy Act (NEPA) process. Our efforts found that DOE’s position is that they are not requiring road replacement analysis now, but only later if its necessary. However, FERC’s position is that they can’t wait if its deemed necessary later, and they need to complete that process now.
Therefore, after three weeks of trying to get a better decision/outcome, the project team decided to move forward with the 2-month road replacement process to limit any further delay. We thanked DOE, FERC and Rep. Newhouse for their efforts on our behalf and let them know of our decision to move ahead with the road replacement process.

The District’s decision to amend our EA will require consultation with agencies prior to FERC issuing our License amendment. This delay causes a delay in issuing the LNTP to IMCO. As a result, the Contractor has been unavoidably delayed and entitles IMCO to delay costs under the contract.

**Justification:**
Due to the delay, the Contractor is experiencing increased overhead costs. In accordance with the Contract, the Contractor notified the District of the delay claim and increased overhead costs by letter on March 18, 2020. The Contractor provided additional details of the anticipated costs to maintain their project office and staff during the delay on April 15, 2020. After review and negotiation, the delay costs were revised on April 20, 2020.

Since the delay is due to the later than anticipated receipt of the FERC License Amendment, the delay is the responsibility of the District. In accordance with the Contract, the Contractor is due compensation during the delay. Since the length of the delay is currently unknown, the Contractor has provided weekly and monthly delay costs. These delay costs have been occurring since March 16, 2020. While the Contractor has been patient and cooperative, it is the responsibility of the District to promptly execute a Change Order allowing payment for delay. Failure to provide timely delay payments could increase the District claim liability and will damage the relationship with the Contractor. The District Representative has reviewed and negotiated a lower delay payment and has found it to be fair and reasonable.

The Contractor's performance to date on the contract has been excellent. The Contractor is collaboratively working with the District to mitigate the impacts of delay including continuing work on submittals and securing long lead items.

**Financial Considerations:**
Contract 230-08636 was awarded for $33,382,742.00. This amount is $12,111,570.97 less than the engineers estimate and $11,203,858.00 less than the second lowest bidder. Cancelling the Contract and rebidding would require payments to IMCO General Construction, Inc. for costs incurred in the preparation of their bid and potentially a claim for costs incurred since Contract Award. Additionally, it is highly unlikely that the District would secure pricing this low for a rebid Contract. While the costs associated with delay are large, they are far less than the likely increase from rebidding the contract. This option is not recommended.

**Change Order History:**
CO#1 –Revise GC-3 and SR-6 to allow procurement of specific long lead items (materials and equipment) in advance of the Limited NTP and NTP. Cost Change $0
CO#2 - Revise GC-3 to allow Contractor to continue to place orders and enter into subcontracts during suspended work periods with prior DR approval, compensate Contractor for Standby
Time, replace section GC-12 to allow payment for DR approved materials and equipment stored off-site, revise section GC-18 to add insurance coverage under Builder’s Risk policy for materials and equipment stored off-site. Cost Change $661,685.40

The total cost of this change order covers up to 6 months of standby time for IMCO. The costs include seven employees and vehicles dedicated to the PRREIP as well as dedicated office space, housing and insurance costs resulting from the delay. Three of the IMCO employees are full time. The other four employees are dedicated part time. Vehicle costs are charged proportionately to staff time and have been verified to be below blue book rates.

Delay costs can be paid at a weekly or monthly rate. The monthly rate is approx. 4.3 times the weekly rate. The District has the ability to pro-rate either rate as appropriate.

**Legal Review:** See attached email.

**Recommendation:** Commission approval of Change Order No. 02 to Contract 230-08636 in response to District GC-3 Suspension of Work Letter issued 4/7/2020, Contractor and District negotiated the weekly and monthly delay costs and necessary contract changes to allow for reasonable contract items to continue during the delay.
CHANGE ORDER
NO. 2

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

A. Description of Change:

1. Replace Section GC-3 SUSPENSION OF WORK/TERMINATION OTHER THAN FOR DEFAULT, Part A in its entirety as follows:
   
   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, without the written approval of the District Representative;
   3. Unless previously approved by the District Representative, 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.

2. In accordance with GC-3, SUSPENSION OF WORK/TERMINATION OTHER THAN FOR DEFAULT, Part B.1, the Contractor shall be compensated for Standby Time for a period of 40 hours per week, beginning March 16, 2020 and concluding upon the issuance of the Limited Notice to Proceed in an amount equal to $25,610.68 per week, or $110,280.90 per month. If work resumes prior to a full monthly or weekly interval, weekly standby rate shall be utilized to pro-rate the amount owed. The current change has been calculated at a six-month duration at the monthly standby rate. As a result of this change, the not to exceed Contract Price shall be increased by $661,685.40.

3. Replace Section GC-12 PAYMENT/RETAINAGE, in its entirety as follows:

   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 or stored at an alternate location and pre-approved by the District Representative. 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. The District Representative shall make the determination as to the percentage completion of each item on the 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.

Invoices shall include the Contract number 230-08636 and a list of the Subcontractors used 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 with preparation of schedule information as required in Section SR-2. Correlate line items in the Schedule of Values with the submittals schedule and Contractor's Progress Schedule and provide more detailed values as shown in Technical Specifications, Section 01 32 14. All unit price items shall be in a separate section at the bottom of the Schedule of Values. The Contractor shall submit the Schedule of Values to the District Representative within 14 days following Contractor's receipt of Limited Notice to Proceed or sooner if requested by the District Representative.

Format and Content: Initial Mobilization (Section SR-6.A), Subsequent Mobilization (Section SR-6.B) and Demobilization/Project Record Drawings (Section SR-7), will be listed as individual items on this schedule. Provide at least one line item from the Schedule of Values for each line on the Bid Form.

1. 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

2. Provide a breakdown of 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 part of the work where invoice for payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

3. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the work.
4. **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.

C. 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.

4. Section GC-18 INSURANCE, Part A, Item No. 10 shall be revised as follows:

Contractor Procured Builders Risk (see Additive Bid Item No. 1)

**Builders Risk Insurance:** Upon written request by District, prior to the start of construction, the Contractor shall, at its own expense, carry and maintain "All Risk" builders risk insurance, against loss of or damage to property including Earthquake and Flood on a replacement cost basis and with a waiver of the coinsurance provision, insuring the District, Contractor, all Subcontractors and all Sub-Subcontractors from and against all risks of physical loss or damage to the work, the foundation, (including permanent and temporary building and contents), materials, equipment and supplies for the full insurable value thereof, while stored at an approved alternate location off site, while in transit to the job site, while there awaiting installation, during installation and all forms of testing, and until completion and acceptance by District of Contractor's work hereunder. Such insurance shall be written in an amount of not less than the full replacement value of the completed project including the value of District supplied materials and equipment. Acceptable sub-limits for Earthquake and Flood shall be no less than $25,000,000 and $5,000,000.

District retains the right, but not the obligation, of providing this Builders All Risk Insurance.

Prior to binding such policy, Contractor shall submit Builder’s Risk policy terms and conditions to District for its review and approval.

Contractor shall pay at its sole cost and expense the deductible for any claim under the Builder’s Risk policy. Such cost and expense shall not be recoverable under any part of this Contract.

**Contractor’s Property Insurance:** Contractor is responsible for any loss or damage to its property or its subcontractor’s property, however caused, including owned, leased or leased property. Any insurance covering such property will be at Contractor’s sole expense and
must provide that the insurer waives all rights to recover payments made from the District, its respective officers, directors, employees, representatives and agents.

B. **Time of Completion:** The allowed time for construction shall remain unchanged at 837 calendar days from issuance of the Limited Notice to Proceed.

C. **Contract Price Adjustment:** As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of $661,685.40 plus applicable sales tax. This Change Order shall not provide any basis for any other payments to or claims by the Contractor for standby costs which include Staff, Staff Vehicles, Office, Information Technology and Insurance of these items as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is $34,044,427.40, including changes incorporated by this Change Order.

D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.
<table>
<thead>
<tr>
<th>CO#</th>
<th>Change Description</th>
<th>Approved by</th>
<th>Executed Date</th>
<th>Revised Completion Date</th>
<th>Cost Change Amount</th>
<th>Revised Contract Amount</th>
<th>Authority Level Tracking</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Revise GC-3 and SR-6 to allow procurement of specific long lead items (materials and equipment) in advance of the Limited NTP and NTP.</td>
<td>Senior/Plant Mgr</td>
<td>04/08/20</td>
<td>N/A</td>
<td>$0.00</td>
<td>$33,382,742.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Revise GC-3 to allow Contractor to continue to place orders and enter into subcontracts during suspended work periods with prior DR approval, compensate Contractor for Standby Time, replace section GC-12 to allow payment for DR approved materials and equipment stored off-site, revise section GC-18 to add insurance coverage under Builder's Risk policy for materials and equipment stored off-site.</td>
<td>Comm</td>
<td>N/A</td>
<td>$661,685.40</td>
<td>$661,685.40</td>
<td>$34,044,427.40</td>
<td>$661,685.40</td>
</tr>
</tbody>
</table>

Total Change Order Cost Change Amount: 661,685.40

Contract Title: Preist Rapids Right Embankment Improvement Project

Contract No. 230-08636 Award Date: 1/28/2020

Project Manager: Brandon Little Original Contract Amount: $33,382,742.00

District Representative (If Different): Original Contract completion: 6/30/2022

Contractor: IMCO General Construction Total CO Cost Change Amt: $661,685.40
Motion was made by __________ and seconded by _______ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 13 to Contract 430-3207 with Washington State Department of Fish and Wildlife (WDFW), increasing the not-to-exceed contract amount by $1,076,843.00, for a new contract total of $9,560,520.67, extending the contract completion date to June 30, 2021 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 13.
MEMORANDUM

TO: Kevin Nordt, General Manager

VIA: Rich Wallen, Chief Operating Officer
Ty Ehrman, Managing Director of Power Production
Ross Hendrick, Senior Manager of Environmental Affairs

FROM: Tom Dresser, Fish and Wildlife Manager
Deanne Pavlik-Kunkel, Fisheries Program Supervisor

SUBJECT: Contract 430-3207, Change Order No. 13

Purpose: To request Commission approval of Change Order No. 13 to Contract 430-3207 to extend the contract through June 30, 2021 (365 days) and increase the Not-To-Exceed by $1,076,843.00 for a new not to exceed Contract Price of $9,560,520.67.

Background: The Public Utility District No. 2 of Grant County, Washington (the District) entered into the Priest Rapids Salmon and Steelhead Settlement Agreement (SSSA) with multiple parties during 2005 and 2006. The SSSA included specific measures to protect, mitigate and enhance populations of non-ESA-listed salmon species that migrate through the Priest Rapids Project (coho, sockeye, fall and summer Chinook) and also included additional measures to protect, mitigate and enhance ESA-listed populations. The 2008 BiOp and SSSA were adopted into the District’s Federal Energy Regulatory Commission (FERC) License Order in April 2008.

Under Part IX, Section 9.5 “Fall Chinook Artificial Production Goals” of this agreement, Grant PUD is required to produce 5.6 million fall Chinook salmon smolts for release into the mainstem Columbia River at Priest Rapids Hatchery.

This Change Order (No. 13) to Contract 430-3207 covers operational and maintenance activities performed by the Washington Department of Fish and Wildlife (WDFW) at Priest Rapids Hatchery and broodstock collection actions associated with the District’s upper Columbia River fall Chinook hatchery mitigation program.

The Washington Department of Fish and Wildlife continues to be the preferred operator of Priest Rapids Hatchery (at this time) because of their long successful history in operating the facility, responsiveness to the District’s requests (safety, operational, and maintenance), and they have ensured that the District’s fall Chinook program meets the required obligations in a biologically sound and cost effective manner.

The current Professional Services Contract is set to expire on June 30, 2020. Change Order No. 13 will extend the contract through June 30, 2021 (1 year) and increase the Not-To-Exceed by $1,076,843.00 for a new not to exceed Contract Price of $9,560,520.67.

As the Board of Commissioners are aware, the Fish and Wildlife Department (FW Department) is continuing its evaluation to examine the potential of operating the Priest Rapids Hatchery using District personnel and/or another party. However, at this time a recommendation has not been finalized yet. Continuing with a one-year change order will allow for continued review and discussion of the long-term future of the operation of the Priest Rapids Hatchery. We do expect that our evaluation will be completed in 2020.

Justification: Change Order No. 13 will allow for the continued implementation of the District’s fall Chinook mitigation requirement per SSSA, Part IX, Section 9.5 “Fall Chinook Artificial Production
Goals” as amended on August 2006. The consequence of not implementing this Change Order is non-compliance with obligations under the SSSA and FERC License order for the Priest Rapids Project.

At this time, the FW Department does not have the biological staff or the expertise necessary to complete this work in-house, and a decision on the future long-term operator has not been made. FW staff also believes that a continuation of this contract with WDFW is the most cost effective and biologically prudent option in meeting the District’s mitigation obligations for production of upper Columbia River fall Chinook, for the following reasons;

- WDFW has the fish culture and biological staff with specific expertise in operating hatchery facilities present and available and;

- Through the WDFW contract, the District will be able to share the cost of operating the Priest Rapids Hatchery with the ACOE; the total cost of operating the hatchery, including both WDFW and District expenses is budgeted at $2,484,723; approximately 37.08% of those costs are passed onto the ACOE through our contract with WDFW. In addition to the $988,094 WDFW directly invoices to the ACOE for their cost of operating Priest Rapids Hatchery, the District will be able to invoice up to $434,135 in direct District expenses to the ACOE.

**Financial Considerations:** The District’s FW staff went through a rigorous line item review and negotiation process in an effort to hold costs in check and ensure that proposed tasks and the associated budget were tied to the District’s Priest Rapids Hatchery O&M requirements and aligned with the District’s long-term strategic goals related to hatchery production.

Labor and benefits typically accounts for a significant percentage of the costs within the Priest Rapids Hatchery O&M contract. For example, under this change order request, labor and benefits account for an estimated 52.2% of the overall WDFW budget for Grant PUD ($561,788), and an additional 22.0% ($237,058) is attributed to fish marking, which is another labor-intensive activity.

To keep labor increases in check, FW staff reviews all line item tasks and expected fish runs to determine the “right-sized crew” necessary to perform the work. However, it is difficult to hold salaries and benefits static from year to year, as up to 10 WDFW staff working at the hatchery are covered under the State of Washington and Washington Association of Fish and Wildlife Professionals Collective Bargaining Agreement: ([https://elm.wa.gov/state-human-resources/labor-relations/collective-bargaining-agreements/washington-association-fish-and-wildlife-professionals-walwp-2017-19](https://elm.wa.gov/state-human-resources/labor-relations/collective-bargaining-agreements/washington-association-fish-and-wildlife-professionals-walwp-2017-19)).

The other primary cost under this change order are materials and supplies necessary to effectively operate the hatchery. Fish food, which accounts for approximately 13.9% ($150,000) of WDFW’s total budget to the District, is purchased by WDFW but does not include an indirect charge. A majority of all other materials and supplies are purchased by District FW staff to reduce indirect expenses that would otherwise be incurred by the District.

The WDFW budget increased 2.63% compared with the previous year; the increase is comprised of increases in wages, benefits, and indirect costs. Despite increases, FW staff believe that a Change Order for Professional Services Contract 430-3207 is the least-cost option. Other alternatives were contemplated but were considered not feasible or would result in increased cost to Grant PUD. Alternatives considered include:

1. **Using Grant PUD staff to implement the fall Chinook program.** This option is not feasible at this time. To implement the program, many staff would need to be hired and trained, at a likely higher cost than contracting with WDFW. There is not enough time prior to the end of the current
contract to undertake such an extensive hiring process. The potential to use Grant PUD staff to operate the facility, however, is under investigation to determine if it is feasible and cost effective.

2. Other Contractors. This option is not feasible at this time. At this time, Grant PUD is unaware of another contractor that can provide quality hatchery-operation services. WDFW has been operating Priest Rapids Hatchery for Grant PUD since 1963, and therefore has extensive experience, and as a fisheries resource co-manager, a vested interested in operating a quality program.

If approved by the Commission, Change Order No. 13 would extend the contract through June 30, 2021 (365 days) and increase the NTE amount by $1,076,843.00 for a new NTE Contract Price of $9,560,520.67. The budget for this program is included in the District’s adopted 2020 and proposed 2021 Operations and Maintenance budgets under Class/Contract 2000-20 and Cost Center EB4220.

**Change Order History:** Since award of Contract 430-3207, twelve Change Orders have been issued. There has been little change to the scope of these Change Orders. Communication protocol and reporting requirements are examples of changes in scope that have been altered since the contract’s inception.

**Legal Review:** See attached email.

**Recommendation:** Commission approval of Change Order No. 13 to Contract 430-3207 to increase the Contract amount by $1,076,843.00 for a new maximum Contract Price of $9,560,520.67 and to extend the term of the Contract by 365 days (1 year) for a new Contract completion date of June 30, 2021.
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 for the operations and maintenance of the Priest Rapids Hatchery for July 1, 2020 through June 30, 2021 in accordance with the Priest Rapids Hatchery Statement of Work and Budget, Appendices “A” and “B”.

B. **Time of Completion:** The revised completion date shall be June 30, 2021.

C. **Contract Price Adjustment:** As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of $1,076,843.00 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 $9,560,520.67, 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

Accepted By: ____________________________
Name: __________________________________
Title: _________________________________
Date: _________________

Washington State Department of Fish & Wildlife

Accepted By: ____________________________
Name: Jeffrey R. Hugdahl
Title: Contracts and Purchasing Manager
Date: _________________
## Change Order Table

### Contract Title: Operations and Maintenance of the Priest Rapids Hatchery

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Award Date:</th>
<th>Original Contract Amount:</th>
<th>Original Contract completion:</th>
</tr>
</thead>
<tbody>
<tr>
<td>430-3207</td>
<td>6/27/2011</td>
<td>$824,371.00</td>
<td>6/30/2012</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>District Representative (If Different):</th>
<th>Contractor:</th>
<th>Total CO Cost Change Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>WDFW</td>
<td>$8,736,149.67</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>CO#</th>
<th>Change Description</th>
<th>Approved by</th>
<th>Approval Date</th>
<th>Revised Completion Date</th>
<th>Cost Change Amount</th>
<th>Revised Contract Amount</th>
<th>Authority Level Tracking</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Increase Contract Price, and provide marking of additional fish</td>
<td>Comm</td>
<td>03/26/12</td>
<td>N/A</td>
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<td>$911,371.00</td>
<td>$87,000.00</td>
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<tr>
<td>2</td>
<td>Increase Contract Price, extend Contract term, and revise Section 4(a), Compensation and Payment to include language related to overhead rates</td>
<td>Comm</td>
<td>06/25/12</td>
<td>06/30/13</td>
<td>$769,887.00</td>
<td>$1,681,258.00</td>
<td>$769,887.00</td>
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<td>3</td>
<td>Increase Contract Price, extend the Contract term, and adjust the date for submittal of annual budget</td>
<td>Comm</td>
<td>06/10/13</td>
<td>06/30/14</td>
<td>$812,501.00</td>
<td>$2,493,759.00</td>
<td>$812,501.00</td>
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<tr>
<td>4</td>
<td>Increase Contract Price to collect and tag 1,000 Chinook salmon</td>
<td>Dept Mgr</td>
<td>09/03/13</td>
<td>N/A</td>
<td>$28,081.00</td>
<td>$2,521,840.00</td>
<td>$28,081.00</td>
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<td>5</td>
<td>Increase Contract Price to provide management and labor support for Emergency PR OLAFT and Transfer</td>
<td>Director</td>
<td>04/09/14</td>
<td>N/A</td>
<td>$416,133.95</td>
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<tr>
<td>Contractor:</td>
<td>WDFW</td>
<td>Total CO Cost Change Amt: $8,736,149.67</td>
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</tbody>
</table>

<table>
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<tbody>
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<td><strong>Contract Title:</strong> Operations and Maintenance of the Priest Rapids Hatchery</td>
</tr>
<tr>
<td><strong>Contract No.:</strong> 430-3207</td>
</tr>
<tr>
<td><strong>Award Date:</strong> 6/27/2011</td>
</tr>
<tr>
<td><strong>Project Manager:</strong> Eric Lauver</td>
</tr>
<tr>
<td><strong>District Representative (If Different):</strong> Eric Lauver</td>
</tr>
<tr>
<td><strong>Original Contract Amount:</strong> $824,371.00</td>
</tr>
<tr>
<td><strong>Original Contract completion:</strong> 6/30/2012</td>
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<tr>
<td><strong>Contractor:</strong> WDFW</td>
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<tr>
<td><strong>Total CO Cost Change Amt:</strong> $8,736,149.67</td>
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<tr>
<th>Change Order</th>
<th>Date</th>
<th>Contract Completion Date</th>
<th>Original Contract Amount: $824,371.00</th>
<th>Original Contract completion: 6/30/2012</th>
<th>Total CO Cost Change Amt: $8,736,149.67</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Comm</td>
<td>06/10/14</td>
<td>06/30/15</td>
<td>$1,032,745.00</td>
<td>$3,970,718.95</td>
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<td>7</td>
<td>Comm</td>
<td>05/26/15</td>
<td>06/30/16</td>
<td>$1,041,996.00</td>
<td>$5,012,714.95</td>
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<td>8</td>
<td>Dept Mgr</td>
<td>12/21/15</td>
<td>N/A</td>
<td>-$608,426.28</td>
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<tr>
<td>9</td>
<td>Comm</td>
<td>05/24/16</td>
<td>06/30/17</td>
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<td>10</td>
<td>Comm</td>
<td>05/23/17</td>
<td>06/30/18</td>
<td>$994,647.00</td>
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<tr>
<td>11</td>
<td>Comm</td>
<td>Executed 6/19/2018</td>
<td>06/30/19</td>
<td>$995,192.00</td>
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<tr>
<td>12</td>
<td>Comm</td>
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<td>6/30/2020</td>
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<tr>
<td>13</td>
<td>Comm</td>
<td>6/30/2021</td>
<td>$1,076,843.00</td>
<td>$9,560,520.67</td>
<td>$1,076,843.00</td>
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</tbody>
</table>
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### Contract Title: Operations and Maintenance of the Priest Rapids Hatchery

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<tr>
<td>Project Manager:</td>
<td>Eric Lauver</td>
<td>Original Contract Amount:</td>
<td>$824,371.00</td>
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<td>District Representative (If Different):</td>
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<td>Contractor:</td>
<td>WDFW</td>
<td>Total CO Cost Change Amt</td>
<td>$8,736,149.67</td>
</tr>
</tbody>
</table>

| Total Change Order Cost Change Amount | 8,736,149.67 |
Motion was made __________ and seconded __________ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 430-09499A with PBS Engineering and Environmental Inc., in an amount not-to-exceed $2,000,000.00 and with a contract completion date of December 31, 2025.
MEMORANDUM

May 11, 2020

TO: Kevin Nordt, General Manager

VIA: Richard Wallen, Chief Operating Officer
      Jeff Grizzel, Managing Director of Power Delivery
      Jesus Lopez, Senior Manager of Power Delivery Engineering
      Trung Tran, Engineering Manager

FROM: Randall B. Kono, Engineer V

SUBJECT: Award of Contract 430-09499A and 430-09499B

Purpose: To request Commission approval to award professional civil engineering and surveying services Contract 430-09499A to PBS Engineering and Environmental (PBS) in the not to exceed amount of $2,000,000.00, and Contract 430-09499B to Erlandsen & Associates (Erlandsen) in the not to exceed amount of $1,500,000.00.

Discussion: From time to time, the District requires professional engineering and surveying services for various projects that exceed the District’s available staff resource levels or require specialized analytical tools that are not economical for the District to own. These services can include:

Civil Engineering Services
- Site Planning of Transmission, Distribution, and Substation Facilities
- Geotechnical Investigation
- Environmental Permitting
- Materials Testing

Surveying Services
- Conventional Land Surveying
- Aerial Surveys
- Laser Scanning Surveys
- Helicopter LiDAR Surveys

In order to provide timely access to these services, the District negotiates master service agreements for the services listed above with firms selected through a Request for Proposals (RFP) process. Whenever any of these services are required, an individual task authorization outlining the specific scope and not to exceed amount of the task will be signed by both parties prior to the start of any work.

There is no guaranteed minimum amount of work. To provide maximum flexibility, these contracts will remain in effect until December 31, 2025.

The District advertised an RFP for Professional Civil Engineering and Surveying Services on October 8, 2019. Six proposals containing qualifications were received and evaluated by the District’s selection committee. The selection criteria for these contracts included capabilities, responsiveness,
management plan, cost control experience, references, previous experience, key personnel, support services and accessibility to projects in Grant County, Washington.

PBS Staff have performed specialized survey services for the Transmission system since August 27, 2007. These services include aerial LiDAR (Light Detection and Ranging) and photogrammetric survey services associated with planned projects including the Columbia - Rocky Ford 230 kV transmission line, Rocky Ford – Dover 115kV Line, Mountain View and Quincy Plains 230kV Taps, and other long linear related projects requiring such specialized survey techniques. The District’s selection committee is of the opinion PBS Staff is the most qualified for continuing these specialized survey and civil engineering services.

The District has held master service agreements with Erlandsen for similar services since December 20, 2004. The District’s selection committee is of the opinion that Erlandsen continues to provide good service to the District for civil engineering and surveying needs.

The District’s selection committee recommends Erlandsen be the primary firm on projects related to substation, distribution, and Environmental Affairs related projects, and PBS be the primary firm on transmission and Power Production projects. In the event either Erlandsen or PBS is unavailable for a task, the other will serve as a backup for performing the task.

**Justification:** Consultant provided civil engineering and surveying services will be required for Power Delivery, Power Production, and Environmental Affairs projects during the year 2020 through year 2025 time frame.

**Financial Considerations:** Rates were reviewed and found to be consistent with rates that were negotiated for existing professional engineering and surveying services contracts. In order to maintain cost control, authorized tasks will be assigned and budgeted within each project associated with these contracts. All funding will be authorized from the appropriate and approved budget.

Randall B. Kono is the contract manager. District Representatives will be assigned as tasks are identified.

**Contract Specifics:** Without these contracts in place, the District does not have sufficient in-house staff to complete the anticipated work on the required schedules while continuing to support other critical District work. The District does not maintain in-house professional survey capability.

**Recommendation:** Commission approval to award professional civil engineering and surveying services Contracts 430-09499A to PBS Engineering and Environmental in the not to exceed amount of $2,000,000.00 and 430-09499B to Erlandsen & Associates in the not to exceed amount of $1,500,000.00.

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

Jeff

Hello. I approve to proceed with awarding this contracts.

Thanks,

Jesus

Thank you Randi!

Randy, Trung, Jesus and Jeff, can I please get an email approval from each of you?

Thank you all.
Hi Pat!
Yes, email approvals are accepted in place of signatures right now. Please just pdf them to the back of the memo so they are all in one document. Thank you!
Randi

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Monday, May 11, 2020 4:59 PM
To: Randalynn Hovland <Rhovla1@gcpud.org>
Cc: Robbie Noga <Rnoga@gcpud.org>; Randy Kono <Rkono@gcpud.org>; Trung Tran <Ttran@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Darlene Brooks <Dbrooks@gcpud.org>; Sharon Lucas <Slucas@gcpud.org>; Carol Mayer <Cmayer@gcpud.org>
Subject: FW: 430-09499A Legal Review

Hi Randi,

We have Legal approval to proceed with awarding Contracts 430-09499A and 430-09499B. With all of the approvers working remotely, is it acceptable to get email approvals since it will be difficult to pass the Commission Memo around to get wet signatures? I looked in recent Commission Packets and it looks like that is what is taking place on other Memos. Thank you.

From: Betty Snell <Bsnell@gcpud.org>
Sent: Monday, May 11, 2020 3:07 PM
To: Patrick Bishop <Pbishop@gcpud.org>
Subject: 430-09499A Legal Review

You have procurement and legal approval to proceed with contract 430-09499A.

Betty Snell
On Carol Mayer’s behalf
I approve.

Thank you,
Trung Tran
I approve...
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, effective upon full execution, is by and between Public Utility District No. 2 of Grant County, Washington (“District”) and PBS Engineering & Environmental Inc. (“Contractor”);

Recitals:

The District desires to obtain civil engineering and surveying services; and

The District's Managing Director of Power Delivery believes these services are required to maintain and improve the District’s Power Production and Power Delivery systems; and

The Contractor, through an established review procedure as specified by RCW Chapter 39.80, has been selected and is willing to provide services on the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. Scope of Services

The Contractor shall provide the District with professional civil engineering and surveying services as requested on a task-by-task basis for the tasks listed in Appendix “A”.

The District will authorize the Contractor to perform specific tasks by means of a Task Authorization for Professional Services (Appendix “D”) to be signed by both the District and the Contractor. Such authorization may be issued by the District Representative. The authorization will define the scope of the task, any time requirements and budget limitations.

The District makes no guarantee as to the actual amount of work to be done. The District reserves the right to suspend or terminate any authorized task at any time or to extend the Contract beyond the initial term by issuance of a Change Order in accordance with Section 5 to complete any work already initiated and/or authorized under the original term and scope of the Contract.

2. Independent Contractor

A. The Contractor shall operate as, and have the status of, an independent Contractor and will not be an agent or employee of the District nor will it be entitled to any employee benefits provided by the District. All the Contractor’s activities will be conducted at its own risk and be in compliance with all federal, state and local laws.

B. The Contractor shall perform its services with the level of skill, care and diligence normally provided by and expected of professional persons performing services similar to or like those to be performed hereunder. Contractor understands that the District will be relying upon the accuracy, competency, credibility and completeness of the services provided by the Contractor hereunder and that the District and its customers will be utilizing the results of such services.

3. Term - Schedule

This Agreement shall remain in full force and effect until December 31, 2025 or until terminated pursuant to Section 17.
4. **Compensation and Payment**

A. Compensation for services rendered and all reimbursable costs shall be per the rates set forth in Appendix “B”, Rate Schedule, which rates and costs shall not be subject to change until two years after the effective date of this Agreement. 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. Contractor shall notify the District in writing at least 30 days prior to any such rate increase going into effect. A payment is considered made on the day it is mailed or is sent through electronic or wire transfer.

In no event however, shall the total amount paid to Contractor for services and all reimbursable costs exceed the sum of $2,000,000.00 USD unless a Change Order authorizing the same is issued in accordance with Section 5 below.

B. Contractor shall submit monthly invoices to the attention of:

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

C. Invoices shall include the Contract number and a detailed description of the work performed. Any Labor Categories or reimbursable expenses shall be included on the invoice (see Appendix “B”).

D. Payment will be made by the District upon completion of work following District approval of Contractor’s invoices. Invoice shall be subject to the review and approval of the District. Invoice shall be in a detailed and clear manner supported by such information District may require. The District will make payment to Contractor within 30 days after District’s receipt and approval of said invoice.

E. The District Representative may approve additional Contractor employees, personnel categories, and/or equipment rates to be added to the Rate Schedule, if applicable, provided that any additional employees have at least equivalent training and skills and are compensated at the same or lower rates than those listed on the current approved Rate Schedule for similar work. There shall be no change in the total Contract not to exceed amount. All additions must be approved in writing prior to performing services under the Contract.

5. **Change Orders**

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 himself 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 written agreement of the parties and shall be made on Change Order form as reflected on Appendix “C”.

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. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including details on proposed cost. The District shall not be liable for any payment to Contractor, or claims arising there from, for Change Order work which is not first authorized in writing. 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 Appendix “C” 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.

6. 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 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.

7. Hold Harmless and Indemnification

Contractor shall, at its sole expense, indemnify, defend, save, and hold harmless the District, its officers, agents, and employees from all actual or potential claims or losses, including costs and legal fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever, including the District, to the extent caused by any negligent act of or omission of the Contractor or its subcontractors, excluding damages caused by the negligence of the District, in the administration or performance of this Agreement or any subcontracts, and for which either of the parties, their officers, agents, or employees may or shall be liable. In situations where liability for damages arises from claims of bodily injury to persons or damage to property,
This indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors. Contractor waives its immunity under industrial insurance, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement. Contractor’s indemnification obligation shall not apply to liability for damages arising out of bodily injury to a person 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 a 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.

Contractor acknowledges that by entering into this Contract with the District, it has mutually negotiated the above indemnity provision with the District. Contractor’s indemnity and defense obligations shall survive the termination or completion of the Contract and shall remain in full force and effect until satisfied in full.

8. Insurance

A. Prior to the commencement of any work under this Agreement, and at all times during the term of this Agreement, 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 significant deductible, self-insured retention or coverage via captive must be disclosed and is subject to approval by the 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. Pollution Liability (sudden and accidental); and
   f. Such insurance shall not exclude coverage for action-over liability claims; 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 for ongoing operations. A waiver of subrogation will apply in favor of the District.

2. **Workers’ Compensation and Stop Gap Employers Liability**: 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. 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, 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 and property damage combined and containing appropriate uninsured motorist and No-Fault insurance provision, when 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 $2,000,000 per occurrence and in the aggregate when combined with underlying primary limits**. 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 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.

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

5. **Professional Liability**: Contractor shall provide professional liability insurance with a **minimum limit of $2,000,000 per claim**.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement. Claims made form coverage shall be maintained by the Contractor for a minimum of three years following the termination of this Agreement, and the Contractor shall annually provide the District with proof of renewal. If renewal of the claims made form of
coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an Extended Reporting Period Tail or execute another form of guarantee acceptable to the District to assure financial responsibility for liability for services performed.

If Contractor shall hire subcontractor for all operations and risk involving professional services 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. **Aircraft Insurance:** If the performance of the work requires the use of any aircraft that is owned, leased, rented or chartered by Contractor or any of its Subcontractors, Aircraft Liability insurance with a **minimum limit of $10,000,000 per occurrence** for bodily injury and property damage, including passengers and crew.

Aircraft 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.

If Contractor shall hire Subcontractor for all operations and risk involving aircraft 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.

B. **Evidence of Insurance -** Prior to performing any services, and within 10 days after receipt of the Contract Award, 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 a copy of the endorsement naming the District as an Additional Insured for each policy where indicated in Section A.

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 Agreement. 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 or Contractor shall provide 30 days advance written notice to the District for cancellation or any material change in coverage or condition, and 10 days advance written notice for cancellation due to non-payment. 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 facsimile or email.

9. **Assignment**

Contractor may not assign this Agreement, in whole or in part, voluntarily or by operation of law, unless approved in writing by the District.

10. **Records - Audit**

A. The results of all work and services performed by the Contractor hereunder shall become the property of the District upon completion of the work herein performed and shall be delivered to the District prior to final payment.

B. Until the expiration of three years after final acceptance by District of all the work, Contractor shall keep and maintain complete and accurate records of its costs and expenses related to the work or this Contract in accordance with sound and generally accepted accounting principles applied on a consistent basis. To the extent this Contract provided for compensation on a cost-reimbursable basis or whenever such records may, in the opinion of the District, be useful in determining any amounts payable to Contractor or District (e.g., the nature of a refund, credit or otherwise), Contractor shall provide District access to all such records for examination, copying and audit.

11. **Nondisclosure**

Contractor agrees that it will not divulge to third parties, without the written consent of the District, any information obtained from or through District in connection with the performance of this Contract. Contractor further agrees that it will not, without the prior written consent of District, disclose to any third party any information developed or obtained by the Contractor in the performance of this Contract and, if requested by District, to require its employees and subcontractors, if any, to execute a nondisclosure agreement prior to performing any services under this Contract. Nothing in this section shall apply to:

A. Information which is already in the Contractor’s possession not subject to any existing confidentiality provisions,

B. Information which, at the time of disclosure, is in the public domain by having been printed and published and available to the public libraries or other public places where such data is usually collected, and

C. Information required to be disclosed by court order or by an agency with appropriate jurisdiction.
12. **Public Records Act**

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

13. **Applicable Law**

Contractor shall comply with all applicable federal, state and local laws and regulations including amendments and changes as they occur. All written instruments, agreements, specifications and other writing of whatsoever nature which relate to or are a part of this Agreement 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 Agreement 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 Agreement, the prevailing party shall be entitled to reasonable legal fees in addition to any other relief allowed.

14. **Subcontracts/Purchases**

A. The Contractor is authorized to enter into subcontracts and to make purchases of materials and equipment required for the work. Any material purchases and subcontracts shall be approved in advance by the District Representative and Procurement Officer.

B. Whenever the cost for any single item of material is estimated to exceed $5,000.00, the Contractor shall obtain three quotes and submit to the Procurement Officer for approval. These quotes shall be submitted for approval prior to purchasing the material. Approved material shall be invoiced at cost plus the percentage markup identified in Appendix “B”. A copy of the invoice showing actual cost must be submitted with the Contractor’s invoice to the District. In addition, if prevailing wages apply to the material purchase, a copy of the associated Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be attached. In no event shall a material purchase of like items exceed $15,000.00.

C. Before entering into any subcontracts, the Contractor shall provide the District Representative and Procurement Officer with the proposed subcontractor agreement. Subcontracted work approved in accordance with this section shall be invoiced at cost plus the percentage markup identified in Appendix “B”. A copy of the invoice showing actual cost must be submitted with the Contractor’s invoice to the District. In addition, if prevailing wages apply to the services provided, a copy of the subcontractors Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be attached in order for payment to be made for that particular work. In no event shall a labor subcontract exceed $25,000.00.

15. **Notices**

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

District
Randall B. Kono
Public Utility District No. 2
of Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, WA 98823
(509) 793-1422
Rkono@gcpud.org

Contractor
Greg Flowers
PBS Engineering & Environmental Inc.
400 Bradley Boulevard
Suite 106
Richland, WA 99352
(509) 942-1600
Greg.Flowers@pbsusa.com

For purposes of technical communications and work coordination only, the District designates Randall B. Kono as its representative. Said individual shall have no authority to authorize any activity which will result in any change in the amount payable to Contractor. Such changes, if any, must be by written Change Order issued in accordance with Section 5 to be valid and binding on the District.

16. Ownership of Work Product/Copyright

A. All rights in the various work produced for or under this Agreement, 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 AGREEMENT, 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 Agreement, 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.
17. **Termination**

A. District may, at any time, for any reason, terminate Contractor's services in connection with this Agreement, or any part thereof, by designating that portion of the services to be terminated. In case of termination pursuant to this Section A, District will make payment at the rates specified in this Agreement for services properly performed up to the date of termination. However, in no event shall Contractor be entitled to any other payment to or any anticipated fee or profit on unperformed work.

B. In the event of Contractor's breach or abandonment of this Contract, the District may thereupon and without further notice, terminate this Agreement. The District without waiving any other remedies available to it, may retain any monies otherwise due Contractor under this Agreement to the extent such sums are required to compensate District, in whole or in part, for any loss or damage caused by Contractor's breach or abandonment.

18. **Non-Waiver**

No waiver of any provision of this Agreement, or any rights or obligations of either Party under this Agreement, 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 Agreement or the waiver of either Party of any breach under this Agreement 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.

19. **Security**

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 Contractor Security Plan Information as if fully set out herein a copy of which shall be provided to the Contractor at the preconstruction meeting or prior to beginning work. 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 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.
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.

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

The District reserves the right to conduct or to require Contractor to conduct criminal background checks on its employee(s) before granting such individuals access to restricted areas of District facilities or Confidential 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. The cost of such background checks shall be borne by the Contractor.

20. Security and 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.

The Security and Safety Awareness training manual is available in three formats: CD, on-line, or hard copy, and includes step by step instructions for all formats to complete the training. The Security and Safety Awareness training manual shall be issued to the Contractor at the pre-work conference (if any). If a pre-work conference is not held for any reason, the District shall provide the Security and Safety Awareness training manual to the Contractor at such time when a Notice to Proceed is issued by the District. Contractor shall ensure that its employees, subcontractor’s 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.

IN WITNESS WHEREOF, the Contractor and the District have executed this Agreement each by its proper respective officers and officials thereunto duly authorized the day and year first above written.
Public Utility District No. 2
of Grant County, Washington

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

PBS Engineering & Environmental Inc.

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________
APPENDIX “A”
SCOPE OF SERVICES REQUIREMENTS

A. CIVIL ENGINEERING SERVICES

Products required may include one or more of the following:

1. Construction: Provide site planning and layout.
2. Geotechnical: Field exploration and geotechnical analysis.
4. Materials Testing: Concrete, soil, aggregate, masonry, reinforced and structural steel, asphalt, and other testing.
   a. Conduct onsite tests and/or obtain/prepare test specimens.
   b. Perform tests as required.
   c. Prepare and submit reports.
5. Preliminary Design: Products required may include one or more of the following:
   a. Design criteria document detailing the criteria established for the project, including design standards to be used, assumptions to be used for design and materials requirements including quality requirements.
   b. Drawings showing general concept of design for construction, modification and/or repair, including details of major design components.
   c. Technical specifications of major materials to be utilized in the design for the project.
   d. Project schedule using Microsoft (MS) Project 2003 or later by Critical path method (CPM) method showing the tasks for design, procurement, construction and closeout of the project. The schedule shall also show the required resources needed for the project, including the Contractor's and District's resources.
   e. Estimated costs of the project by the components of design, procurement, construction and closeout of the project. Shall also include a schedule of costs in relation to the project schedule described above.
6. Detail Design: Products required may include one or more of the following:
   a. Detailed drawings showing all aspects in detail of contract/project. These drawings shall be used for obtaining Bids from construction contractors and then be used for the construction of the project.
   b. Technical specifications of all materials and construction methods to be used in construction of the contract/project, including special conditions and requirements of the contract/project based on input from the District. These documents shall be used for obtaining Bids from construction contractors and then be used for the construction of the project. These documents will be assembled with the District's standards for Contract Documents and will be issued by the District's Procurement Department.
c. Work order packages containing all materials and construction methods to be used in construction of the project, including special conditions, right of way submittals and permits. These documents shall be used for construction by District forces.

d. Hard copies of final design drawings and reports shall be stamped and signed by the consulting engineer.

7. Procurement: Products required may include one or more of the following:

   a. Engineer's Estimate based on the Contract Documents for comparison to the proposals received by Bidders. The estimate shall be in the same format as the Bid Form in the Contract Documents.

   b. Addenda to the Technical Specifications in the Contract Documents as may be required during the period when the District calls for Bids and the Bid closing date.

   c. Written evaluation of Bids received from Bidders including a recommendation of Contract award and justification of recommendation.

8. Construction Engineering and Management: Products required may include one or more of the following:

   a. Onsite engineering including contract inspection in accordance with the Contract Documents, providing daily reports and recommendations to problems encountered during construction of the project.

   b. Review of shop drawings and submittals provided by the construction contractor in accordance with the Contract Documents, providing approvals as to conformance with the Contract Documents or rejections with justification for rejection.

   c. Review of construction contractor’s payment requests in accordance with the Contract Documents providing description of conformances or variances.

   d. Preparation and justification of construction contract change orders as may be required to complete the project.

B. SURVEY

1. Conventional Land Survey Services: Products required may include one or more of the following:

   a. Plane and geodetic surveys.

   b. Cadastral survey.

   c. Engineering survey.

   d. Catenary profile survey.

   e. Topographic surveys.

   f. Forensic surveys.

   g. Route surveys.

   h. Legal description preparation.

   i. Right of way parcel exhibits.

   j. AutoCAD mapping.
2. Aerial Orthophoto Survey Services: Products required may include one or more of the following:
   a. Orthophotography with a 0.25’ pixel resolution.
   b. Planimetric drawings in current AutoCAD format with layering and symbology compatible with District requirements.
   c. Topographic mapping with accuracy meeting the standards of 1”= 50’ final scale and 1 ft. contour interval.
3. Global Positioning System: Products required may include one or more of the following:
   a. Horizontal and vertical controls surveys.
   b. Centerline location survey.
   c. Profile survey.
   d. Crossings.
   e. Topography.
   f. Cadastral and boundary surveys.
   g. Construction staking.
4. Laser Corridor Survey: Products required may include one or more of the following:
   a. Data collection and control.
   b. Data processing.
   c. Image system.
   d. Layering and point classification.
   e. Terrestrial based laser scanning.
   f. Fixed wing aerial based LiDAR surveys.
5. LiDAR Powerline Surveys: Products required may include one or more of the following:
   a. Helicopter-based laser scanning LiDAR surveys.
   b. Meteorologic data files.
   c. Layering and point classification.
   d. Georeferenced oblique photography.
   e. Georeferenced nadir photography.
6. All work shall be completed under the supervision of a professional land surveyor, licensed by the State of Washington, and the plan/profile sheets shall be signed and sealed as such.
7. All horizontal control surveys shall be a minimum of Third Order, Class I accuracy, as defined by U.S. Department of Commerce, National Oceanic and Atmosphere Administration. This is 1 part in 10,000 relative accuracy required between directly connected adjacent points.
8. Horizontal control surveys shall be based on the Washington State coordinate system, NAD 83 (1991) unless otherwise specified by the District Representative. This shall be determined prior to any work being done. A North arrow and Basis of Bearing will need to be noted on each sheet. When NAD 83 datum and state plane coordinates are used,
North arrows shall indicate Geodetic convergence angle at the center of the sheet and Scale factor should be noted.

9. Vertical control surveys shall be Mean Sea Level Datum, NAVD 1988, Geoid 2012 or later, unless otherwise specified by the District Representative. A conversion to USBR, USGS or USCGS datum may be required.

10. Drawings should evidence enough information to retrace conditions on the ground at the time of the survey, by combination of alignment stationing, coordinate control data, angle point control data, and references to section corners as quarter corners.

C. PROJECT CLOSEOUT

Products required may include one or more of the following:

1. Provide the required copies of "Operations and Maintenance Manual" for all project equipment and facilities.

2. Final project report describing the history of the project from design through construction noting all major components of the project and including detail descriptions of problem or unique area of the project.

3. Provide "as-built" drawings of the completed construction in electronic format.

4. Project files in chronological order of all aspects of the project design (including design calculations), procurement and construction of the project.

D. Provide reports, depositions and testimony as may be required in the course of administering projects. Perform evaluations and analysis of the operation and maintenance practices, and troubleshoot problems encountered by the District in the administration of its transmission and distribution facilities.

E. CONTRACTOR EQUIPMENT

It is assumed that the Contractor has the following, as a minimum set of tools and equipment, when in the field and the costs of these shall be included in the hourly rates (individual billings for these items will not be allowed):

1. A four-wheel drive vehicle.

2. Dual frequency survey grade GPS receivers capable of performing static, kinematic and real time kinematic surveys.

3. Automatic total station with ability to measure to non-reflective targets.

4. Data collector with ability to upload or download directly to office computer.

5. Automatic or digital level capable of performing second order differential leveling.

6. Two-way handheld radios.

7. Tripods, reflectors and tripods.

8. Hand and power tools.

9. Stakes and rebars.

10. Digital cameras.
11. Laptops, iPads, tablets and desktops, including any and all computers, disks, printers, storage media, and other computing hardware.

F. SOFTWARE

The Contractor shall provide all drawings, reports and construction packages in District standard computer format. The Contractor shall provide their own copies of said software packages unless the package is proprietary to the District. These packages include, but are not limited to:

1. AutoCAD® District’s Version (Currently 2013)
2. Microsoft® Project
3. Microsoft® Word (Currently MS Office 365)
4. Microsoft® Excel (Currently MS Office 365)

The Contractor shall maintain the same version of applicable software concurrent with the District.

G. INTERNET

The Contractor shall have an Internet e-mail account for the purposes of electronic file transfers and routine communications with the District. This shall not eliminate the need for hard copy documentation.

H. TELEPHONE

The District shall not be responsible for local, long distance, cell phone or other telephone charges. These expenses are considered an overhead expense and included in the hourly rates.

I. COMPUTER TIME

The District shall not be responsible for computer/laptop, computer time or use of software service fees. These expenses are considered an overhead expense and included in the hourly rates.

J. EQUIPMENT AND SOFTWARE

The items listed in Sections E, F, G, H and I of this Appendix “A” shall be included in the hourly rates as an operating expense. These items shall not appear itemized on invoices. The District expects the Contractor to be fully equipped with these items, as needed, to perform the services required.
# APPENDIX “B”
## RATE SCHEDULE

**DIRECT EXPENSES:**

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<tr>
<th>Engineer's Classification Code</th>
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<th>Hourly Billing Rate</th>
<th>Classification</th>
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<tr>
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<tr>
<td>G</td>
<td>Engineer III</td>
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<td>1-Person Survey Crew</td>
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Fixed hourly billing rates shall be in US Dollars and include all i) payroll, payroll taxes and fringe benefits; ii) all reproduction and printing costs including electronic media; iii) communications costs including all phones, faxes, internet, postage, shipping, delivery, couriers; iv) computer, software, printers, scanners, office machines and related costs of operations including consumables; v) insurance costs; vi) indirect and overhead burden; and vii) profit.

The **Engineer’s Classification Code** is the maximum personnel rate that can be charged for the classification of work to be done. For example: computer data entry will not be paid at a rate exceeding that of a CLASSIFICATION CODE “D”.

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REIMBURSABLE EXPENSES:

Reimbursable expenses are those reasonable and necessary costs incurred on or directly for the District’s project, including necessary transportation costs, meals and lodging. Any actual expenses in non-US dollars will be converted using the conversion tables at www.x-rates.com for the applicable period. Reimbursement will be subject to the following limitations:

Meals and Incidental Expenses: Meals and incidental expenses will be limited to the Federal Per Diem rate for meals and incidentals established for the location where lodging is obtained. The current rate for all Grant County locations is $55.00 per day. Federal Per Diem guidelines which includes the meal breakdown and Federal Per Diem rates for other locations can be found at www.gsa.gov.

Lodging: Lodging will be billed at cost, including applicable taxes, not to exceed 200% of the Federal Per Diem maximum lodging rate for the location where the work is being performed. The current federal maximum lodging rate for all Grant County locations is $96.00. The District Representative may increase this limit in writing when circumstances require.

Travel: Air travel (at coach class or equivalent), airport shuttles, etc. billed at cost. Ground transportation by privately owned vehicle, if utilized, billed at the Internal Revenue Service mileage rate for privately owned vehicles in effect at the time of travel. Expenses for a rental car, at cost, in the ratio of one mid-size class rental car for each three Contractor’s personnel directly engaged in performance of the work at the prevailing rental rates then in effect. Rental car options such as refueling fees, GPS, collision & liability insurance, etc. will not be reimbursed by the District unless such options are approved in advance by the District Representative. Appropriate insurance coverage should be included in the Contractor’s insurance policies.

Sub-consultants/Subcontractors/Purchases: Services and/or purchases requested by the District, verifiable by applicable supporting documentation or at specified rates, will be reimbursed to Contractor at cost plus a maximum handling charge of 5%.

Other: All other expenses will be based on actual costs and include appropriate documentation.

Reimbursable expenses must be accompanied by receipts for airfare, hotel, and rental car, and any other support documentation as the District may require.
APPENDIX “C”
CHANGE ORDER
NO. __

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

A. Description of Change:

B. Time of Completion: The revised completion date shall be ____________.
   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

TBD

Accepted By: ________________________    Accepted By: _________________________
Name of Authorized Signature    Name of Authorized Signature
Title        Title
Date: ______________________________    Date: ________________________________
APPENDIX “D”
TASK AUTHORIZATION FOR
PROFESSIONAL SERVICES

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<th>430-09499A</th>
<th>Task Authorization No.:</th>
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</table>

The Scope of Services covered by this authorization shall be performed in accordance with all the terms and conditions in the above referenced Contract Documents which are incorporated herein by this reference.

The District hereby requests and authorizes the Contractor to perform the following services:

Compensation is to be paid in accordance with and subject to the limitations in Section 4.A of the Contract Documents. In addition, the total cost of the above described work shall not exceed $_____ without advance amendment of this Task Authorization by the District.

Public Utility District No. 2
of Grant County, Washington
TBD

Approved for District
By: ___________________________
Print Name: ____________________
Title: District Representative
Date: _________________________

Accepted by Contractor
By: ___________________________
Print Name: ____________________
Title: _________________________
Date: _________________________
APPENDIX “E”
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, "Confidential 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 Confidential Information; and
- Any information identified and designated by the District as Security Sensitive Information (SSI), Critical Energy Infrastructure Information (CEII), and/or Bulk Electric System Cyber System Information (BCSI) 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 BCSI. SSI, CEII, and BCSI are further defined in Appendix “F”.

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 Confidential 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. **Confidential Information Disclosure.** All information and drawings that are disclosed by the District to the Contractor, which are designated as confidential, SSI, CEII, and/or BCSI, shall be protected hereunder as Confidential 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 Confidential Information and shall:

A. Restrict disclosure of Confidential Information solely to its agents and employees with a need to know and not disclose such Confidential 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 Confidential Information to execute an NDA in this same form with the District prior to allowing them access to the Confidential Information; and

C. Use the Confidential Information provided hereunder only for purposes directly related to performance of the work as requested by the District.

D. In the event third parties attempt to obtain the Confidential Information by legal process, the Contractor agrees that it will not release or disclose any Confidential 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 Confidential Information.** All Confidential Information shall remain the property of the District. Contractor is responsible for safeguarding and returning all Confidential Information or shall certify, by signed, statement delivered to the District, the destruction of all original Confidential Information provided along with any copies made by the Contractor. Such delivery shall be to the District, Attention: Patrick Bishop, PO Box 878, Ephrata, WA 98823.

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 Confidential 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 Confidential 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 “F”

DEFINITION of CONFIDENTIAL INFORMATION

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 “BCSI”). 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.
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<td>Availability of Staff</td>
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<td>9</td>
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5/12/2020
## 430-09499 Civil Engineering and Surveying RFP Evaluation

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting Factor</th>
<th>Score (1-10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Plan</td>
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<td></td>
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<tr>
<td>Firm Capabilities</td>
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<td>Availability of Staff</td>
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<tr>
<td>Cost Control Experience</td>
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<td></td>
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<tr>
<td>Client List/References</td>
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<td>Equivalent Projects and Services</td>
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<td>Key Personnel Qualifications and Relevant Experience</td>
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<td></td>
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<td>Support Services Organization and Capabilities</td>
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</tr>
<tr>
<td>Accessibility to District and Project Sites</td>
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</table>

**Totals**

<table>
<thead>
<tr>
<th>Weighting Factor</th>
<th>Score (1-10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>0</td>
</tr>
</tbody>
</table>

**Weighted Totals**

| Weighted Totals | 0 |

### Reviewer

#### Notes:

10 is top score
0 is lowest score

#### Comments:
Motion was made ____________ and seconded ___________ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 430-09499B with Erlandsen & Associates, Inc., in an amount not-to-exceed $1,500,000.00 and with a contract completion date of December 31, 2025.

xxxx
MEMORANDUM

May 11, 2020

TO: Kevin Nordt, General Manager

VIA: Richard Wallen, Chief Operating Officer
Jeff Grizzel, Managing Director of Power Delivery
Jesus Lopez, Senior Manager of Power Delivery Engineering
Trung Tran, Engineering Manager

FROM: Randall B. Kono, Engineer V

SUBJECT: Award of Contract 430-09499A and 430-09499B

Purpose: To request Commission approval to award professional civil engineering and surveying services Contract 430-09499A to PBS Engineering and Environmental (PBS) in the not to exceed amount of $2,000,000.00, and Contract 430-09499B to Erlandsen & Associates (Erlandsen) in the not to exceed amount of $1,500,000.00.

Discussion: From time to time, the District requires professional engineering and surveying services for various projects that exceed the District’s available staff resource levels or require specialized analytical tools that are not economical for the District to own. These services can include:

Civil Engineering Services
- Site Planning of Transmission, Distribution, and Substation Facilities
- Geotechnical Investigation
- Environmental Permitting
- Materials Testing

Surveying Services
- Conventional Land Surveying
- Aerial Surveys
- Laser Scanning Surveys
- Helicopter LiDAR Surveys

In order to provide timely access to these services, the District negotiates master service agreements for the services listed above with firms selected through a Request for Proposals (RFP) process. Whenever any of these services are required, an individual task authorization outlining the specific scope and not to exceed amount of the task will be signed by both parties prior to the start of any work.

There is no guaranteed minimum amount of work. To provide maximum flexibility, these contracts will remain in effect until December 31, 2025.

The District advertised an RFP for Professional Civil Engineering and Surveying Services on October 8, 2019. Six proposals containing qualifications were received and evaluated by the District’s selection committee. The selection criteria for these contracts included capabilities, responsiveness,
management plan, cost control experience, references, previous experience, key personnel, support services and accessibility to projects in Grant County, Washington.

PBS Staff have performed specialized survey services for the Transmission system since August 27, 2007. These services include aerial LiDAR (Light Detection and Ranging) and photogrammetric survey services associated with planned projects including the Columbia - Rocky Ford 230 kV transmission line, Rocky Ford – Dover 115kV Line, Mountain View and Quincy Plains 230kV Taps, and other long linear related projects requiring such specialized survey techniques. The District’s selection committee is of the opinion PBS Staff is the most qualified for continuing these specialized survey and civil engineering services.

The District has held master service agreements with Erlandsen for similar services since December 20, 2004. The District’s selection committee is of the opinion that Erlandsen continues to provide good service to the District for civil engineering and surveying needs.

The District’s selection committee recommends Erlandsen be the primary firm on projects related to substation, distribution, and Environmental Affairs related projects, and PBS be the primary firm on transmission and Power Production projects. In the event either Erlandsen or PBS is unavailable for a task, the other will serve as a backup for performing the task.

**Justification:** Consultant provided civil engineering and surveying services will be required for Power Delivery, Power Production, and Environmental Affairs projects during the year 2020 through year 2025 time frame.

**Financial Considerations:** Rates were reviewed and found to be consistent with rates that were negotiated for existing professional engineering and surveying services contracts. In order to maintain cost control, authorized tasks will be assigned and budgeted within each project associated with these contracts. All funding will be authorized from the appropriate and approved budget.

Randall B. Kono is the contract manager. District Representatives will be assigned as tasks are identified.

**Contract Specifics:** Without these contracts in place, the District does not have sufficient in-house staff to complete the anticipated work on the required schedules while continuing to support other critical District work. The District does not maintain in-house professional survey capability.

**Recommendation:** Commission approval to award professional civil engineering and surveying services Contracts 430-09499A to PBS Engineering and Environmental in the not to exceed amount of $2,000,000.00 and 430-09499B to Erlandsen & Associates in the not to exceed amount of $1,500,000.00.

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

Jeff

---

From: Jesus Lopez <Jlopez@gcpud.org>
Sent: Tuesday, May 12, 2020 6:56 AM
To: Patrick Bishop <Pbishop@gcpud.org>; Randalynn Hovland <Rhovla1@gcpud.org>
Cc: Robbie Noga <Rnoga@gcpud.org>; Randy Kono <Rkono@gcpud.org>; Trung Tran <Ttran@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Darlene Brooks <Dbrooks@gcpud.org>; Sharon Lucas <Slucas@gcpud.org>; Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 430-09499A Legal Review

Hello. I approve to proceed with awarding this contracts.

Thanks,

Jesus

---

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Monday, May 11, 2020 5:16 PM
To: Randalynn Hovland <Rhovla1@gcpud.org>
Cc: Robbie Noga <Rnoga@gcpud.org>; Randy Kono <Rkono@gcpud.org>; Trung Tran <Ttran@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Darlene Brooks <Dbrooks@gcpud.org>; Sharon Lucas <Slucas@gcpud.org>; Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 430-09499A Legal Review

Thank you Randi!

Randy, Trung, Jesus and Jeff, can I please get an email approval from each of you?

Thank you all.

---

From: Randalynn Hovland <Rhovla1@gcpud.org>
Sent: Monday, May 11, 2020 5:13 PM
To: Patrick Bishop <Pbishop@gcpud.org>
Cc: Robbie Noga <Rnoga@gcpud.org>; Randy Kono <Rkono@gcpud.org>; Trung Tran <Ttran@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Darlene Brooks <Dbrooks@gcpud.org>; Sharon Lucas <Slucas@gcpud.org>; Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 430-09499A Legal Review
Hi Pat!
Yes, email approvals are accepted in place of signatures right now. Please just pdf them to the back of the memo so they are all in one document. Thank you!
Randi

---

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Monday, May 11, 2020 4:59 PM
To: Randalynn Hovland <Rhovla1@gcpud.org>
Cc: Robbie Noga <Rnoga@gcpud.org>; Randy Kono <Rkono@gcpud.org>; Trung Tran <Ttran@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Darlene Brooks <Dbrooks@gcpud.org>; Sharon Lucas <Slucas@gcpud.org>; Carol Mayer <Cmayer@gcpud.org>
Subject: FW: 430-09499A Legal Review

Hi Randi,

We have Legal approval to proceed with awarding Contracts 430-09499A and 430-09499B. With all of the approvers working remotely, is it acceptable to get email approvals since it will be difficult to pass the Commission Memo around to get wet signatures? I looked in recent Commission Packets and it looks like that is what is taking place on other Memos. Thank you.

Betty Snell
On Carol Mayer’s behalf
I approve .

Thank you,

Trung Tran
I approve...
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, effective upon full execution, is by and between Public Utility District No. 2 of Grant County, Washington ("District") and Erlandsen & Associates Inc. ("Contractor");

Recitals:

The District desires to obtain civil engineering and surveying services; and

The District's Managing Director of Power Delivery believes these services are required to maintain and improve the District’s Power Production and Power Delivery systems; and

The Contractor, through an established review procedure as specified by RCW Chapter 39.80, has been selected and is willing to provide services on the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. Scope of Services

The Contractor shall provide the District with professional civil engineering and surveying services as requested on a task-by-task basis for the tasks listed in Appendix “A”.

The District will authorize the Contractor to perform specific tasks by means of a Task Authorization for Professional Services (Appendix “D”) to be signed by both the District and the Contractor. Such authorization may be issued by the District Representative. The authorization will define the scope of the task, any time requirements and budget limitations.

The District makes no guarantee as to the actual amount of work to be done. The District reserves the right to suspend or terminate any authorized task at any time or to extend the Contract beyond the initial term by issuance of a Change Order in accordance with Section 5 to complete any work already initiated and/or authorized under the original term and scope of the Contract.

2. Independent Contractor

A. The Contractor shall operate as, and have the status of, an independent Contractor and will not be an agent or employee of the District nor will it be entitled to any employee benefits provided by the District. All the Contractor’s activities will be conducted at its own risk and be in compliance with all federal, state and local laws.

B. The Contractor shall perform its services with the level of skill, care and diligence normally provided by and expected of professional persons performing services similar to or like those to be performed hereunder. Contractor understands that the District will be relying upon the accuracy, competency, credibility and completeness of the services provided by the Contractor hereunder and that the District and its customers will be utilizing the results of such services.

3. Term - Schedule

This Agreement shall remain in full force and effect until December 31, 2025 or until terminated pursuant to Section 17.
4. **Compensation and Payment**

A. Compensation for services rendered and all reimbursable costs shall be per the rates set forth in Appendix “B”, Rate Schedule, which rates and costs shall not be subject to change until two years after the effective date of this Agreement. 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. Contractor shall notify the District in writing at least 30 days prior to any such rate increase going into effect. 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.

In no event however, shall the total amount paid to Contractor for services and all reimbursable costs exceed the sum of $1,500,000.00 USD unless a Change Order authorizing the same is issued in accordance with Section 5 below.

B. Contractor shall submit monthly invoices to the attention of:

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

C. Invoices shall include the Contract number and a detailed description of the work performed. Any Labor Categories or reimbursable expenses shall be included on the invoice (see Appendix “B”).

D. Payment will be made by the District upon completion of work following District approval of Contractor’s invoices. Invoice shall be subject to the review and approval of the District. Invoice shall be in a detailed and clear manner supported by such information the District may require. The District will make payment to Contractor within 30 days after District’s receipt and approval of said invoice.

E. The District Representative may approve additional Contractor employees, personnel categories, and/or equipment rates to be added to the Rate Schedule, if applicable, provided that any additional employees have at least equivalent training and skills and are compensated at the same or lower rates than those listed on the current approved Rate Schedule for similar work. There shall be no change in the total Contract not to exceed amount. All additions must be approved in writing prior to performing services under the Contract.

5. **Change Orders**

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 himself 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 written agreement of the parties and shall be made on Change Order form as reflected on Appendix “C”.

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. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including details on proposed cost. The District shall not be liable for any payment to Contractor, or claims arising there from, for Change Order work which is not first authorized in writing. 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 Appendix “C” 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.

6. 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 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.

7. Hold Harmless and Indemnification

Contractor shall, at its sole expense, indemnify, defend, save, and hold harmless the District, its officers, agents, and employees from all actual or potential claims or losses, including costs and legal fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever, including the District, to the extent caused by any negligent act of or omission of the Contractor or its subcontractors, excluding damages caused by the negligence of the District, in the administration or performance of this Agreement or any subcontracts, and for which either of the parties, their officers, agents, or employees may or shall be liable. In situations
where liability for damages arises from claims of bodily injury to persons or damage to property, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors. Contractor waives its immunity under industrial insurance, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement. Contractor’s indemnification obligation shall not apply to liability for damages arising out of bodily injury to a person 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 a 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.

Contractor acknowledges that by entering into this Contract with the District, it has mutually negotiated the above indemnity provision with the District. Contractor’s indemnity and defense obligations shall survive the termination or completion of the Contract and shall remain in full force and effect until satisfied in full.

8. **Insurance**

A. Prior to the commencement of any work under this Agreement, and at all times during the term of this Agreement, 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 significant deductible, self-insured retention or coverage via captive must be disclosed and is subject to approval by the 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. Pollution Liability (sudden and accidental); and
   f. Such insurance shall not exclude coverage for action-over liability claims;

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 for ongoing operations. A waiver of subrogation will apply in favor of the District.

2. Workers’ Compensation and Stop Gap Employers Liability: 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. 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, 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 and property damage combined and containing appropriate uninsured motorist and No-Fault insurance provision, when 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 $2,000,000 per occurrence and in the aggregate when combined with underlying primary limits. 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 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.

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

5. Professional Liability: Contractor shall provide professional liability insurance with a minimum limit of $2,000,000 per claim.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement. Claims made form coverage shall be maintained by the Contractor for a minimum of three years following the termination of this Agreement, and the Contractor shall annually
provide the District with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an Extended Reporting Period Tail or execute another form of guarantee acceptable to the District to assure financial responsibility for liability for services performed.

If Contractor shall hire subcontractor for all operations and risk involving professional services 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. Aircraft Insurance: If the performance of the work requires the use of any aircraft that is owned, leased, rented or chartered by Contractor or any of its Subcontractors, Aircraft Liability insurance with a minimum limit of $10,000,000 per occurrence for bodily injury and property damage, including passengers and crew.

Aircraft 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.

If Contractor shall hire Subcontractor for all operations and risk involving aircraft 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.

B. Evidence of Insurance - Prior to performing any services, and within 10 days after receipt of the Contract Award, 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 a copy of the endorsement naming the District as an Additional Insured for each policy where indicated in Section A.

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 Agreement. 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 or Contractor shall provide 30 days advance written notice to the District for cancellation or any material change in coverage or condition, and 10 days advance written notice for cancellation due to non-payment. 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 facsimile or email.

9. **Assignment**

Contractor may not assign this Agreement, in whole or in part, voluntarily or by operation of law, unless approved in writing by the District.

10. **Records - Audit**

A. The results of all work and services performed by the Contractor hereunder shall become the property of the District upon completion of the work herein performed and shall be delivered to the District prior to final payment.

B. Until the expiration of three years after final acceptance by District of all the work, Contractor shall keep and maintain complete and accurate records of its costs and expenses related to the work or this Contract in accordance with sound and generally accepted accounting principles applied on a consistent basis. To the extent this Contract provided for compensation on a cost-reimbursable basis or whenever such records may, in the opinion of the District, be useful in determining any amounts payable to Contractor or District (e.g., the nature of a refund, credit or otherwise), Contractor shall provide District access to all such records for examination, copying and audit.

11. **Nondisclosure**

Contractor agrees that it will not divulge to third parties, without the written consent of the District, any information obtained from or through District in connection with the performance of this Contract. Contractor further agrees that it will not, without the prior written consent of District, disclose to any third party any information developed or obtained by the Contractor in the performance of this Contract and, if requested by District, to require its employees and subcontractors, if any, to execute a nondisclosure agreement prior to performing any services under this Contract. Nothing in this section shall apply to:

A. Information which is already in the Contractor’s possession not subject to any existing confidentiality provisions,

B. Information which, at the time of disclosure, is in the public domain by having been printed and published and available to the public libraries or other public places where such data is usually collected, and
C. Information required to be disclosed by court order or by an agency with appropriate jurisdiction.

12. **Public Records Act**

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

13. **Applicable Law**

Contractor shall comply with all applicable federal, state and local laws and regulations including amendments and changes as they occur. All written instruments, agreements, specifications and other writing of whatsoever nature which relate to or are a part of this Agreement 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 Agreement 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 Agreement, the prevailing party shall be entitled to reasonable legal fees in addition to any other relief allowed.

14. **Subcontracts/Purchases**

A. The Contractor is authorized to enter into subcontracts and to make purchases of materials and equipment required for the work. Any material purchases and subcontracts shall be approved in advance by the District Representative and Procurement Officer.

B. Whenever the cost for any single item of material is estimated to exceed $5,000.00, the Contractor shall obtain three quotes and submit to the Procurement Officer for approval. These quotes shall be submitted for approval prior to purchasing the material. Approved material shall be invoiced at cost plus the percentage markup identified in Appendix “B”. A copy of the invoice showing actual cost must be submitted with the Contractor’s invoice to the District. In addition, if prevailing wages apply to the material purchase, a copy of the associated Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be attached. In no event shall a material purchase of like items exceed $15,000.00.

C. Before entering into any subcontracts, the Contractor shall provide the District Representative and Procurement Officer with the proposed subcontractor agreement. Subcontracted work approved in accordance with this section shall be invoiced at cost plus the percentage markup identified in Appendix “B”. A copy of the invoice showing actual cost must be submitted with the Contractor’s invoice to the District. In addition, if prevailing wages apply to the services provided, a copy of the subcontractors Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be attached in order for payment to be made for that particular work. In no event shall a labor subcontract exceed $25,000.00.

15. **Notices**
Any notice or other communication under this Contract given by either party shall be sent via email to the email address listed below, or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below and shall be deemed served when received and not mailed. Either party may from time to time change such address by giving the other party notice of such change.

**District**
Randall B. Kono  
Public Utility District No. 2  
of Grant County, Washington  
PO Box 878  
154 A Street SE  
Ephrata, WA 98823  
(509) 793-1422  
Rkono@gcpud.org

**Contractor**
Dave Dormier  
Erlandsen & Associates Inc.  
250 Simon Street  
East Wenatchee, WA 98802  
(509) 884-2562  
Davidd@erlandsen.com

For purposes of technical communications and work coordination only, the District designates Randy Kono as its representative. Said individual shall have no authority to authorize any activity which will result in any change in the amount payable to Contractor. Such changes, if any, must be by written Change Order issued in accordance with Section 5 to be valid and binding on the District.

16. **Ownership of Work Product/Copyright**

   **A.** All rights in the various work produced for or under this Agreement, 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 AGREEMENT, 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 Agreement, 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.

17. **Termination**

A. District may, at any time, for any reason, terminate Contractor's services in connection with this Agreement, or any part thereof, by designating that portion of the services to be terminated. In case of termination pursuant to this Section A, District will make payment at the rates specified in this Agreement for services properly performed up to the date of termination. However, in no event shall Contractor be entitled to any other payment to or any anticipated fee or profit on unperformed work.

B. In the event of Contractor's breach or abandonment of this Contract, the District may thereupon and without further notice, terminate this Agreement. The District without waiving any other remedies available to it, may retain any monies otherwise due Contractor under this Agreement to the extent such sums are required to compensate District, in whole or in part, for any loss or damage caused by Contractor's breach or abandonment.

18. **Non-Waiver**

No waiver of any provision of this Agreement, or any rights or obligations of either Party under this Agreement, 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 Agreement or the waiver of either Party of any breach under this Agreement 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.

19. **Physical Security**

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 Contractor Security Plan Information as if fully set out herein a copy of which shall be provided to the Contractor at the preconstruction meeting or prior to beginning work. 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 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.

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.

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

The District reserves the right to conduct or to require Contractor to conduct criminal background checks on its employee(s) before granting such individuals access to restricted areas of District facilities or Confidential 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. The cost of such background checks shall be borne by the Contractor.

20. **Security and 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.

The Security and Safety Awareness training manual is available on-line, or hard copy, and includes step by step instructions for all formats to complete the training. The Security and Safety Awareness training manual shall be issued to the Contractor at the pre-work conference (if any). If a pre-work conference is not held for any reason, the District shall provide the Security and Safety Awareness training manual to the Contractor at such time when a Notice to Proceed is issued by the District. Contractor shall ensure that its employees, subcontractor’s 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.

IN WITNESS WHEREOF, the Contractor and the District have executed this Agreement each by its proper respective officers and officials thereunto duly authorized the day and year first above written.
Public Utility District No. 2
of Grant County, Washington

By: ____________________________
Name: __________________________
Title: ____________________________
Date: ____________________________

Erlandsen & Associates Inc.

By: ____________________________
Name: __________________________
Title: ____________________________
Date: ____________________________
APPENDIX “A”  
SCOPE OF SERVICES REQUIREMENTS

A. CIVIL ENGINEERING SERVICES

Products required may include one or more of the following:

1. Construction: Provide site planning and layout.
2. Geotechnical: Field exploration and geotechnical analysis.
4. Materials Testing: Concrete, soil, aggregate, masonry, reinforced and structural steel, asphalt, and other testing.
   a. Conduct onsite tests and/or obtain/prepare test specimens.
   b. Perform tests as required.
   c. Prepare and submit reports.
5. Preliminary Design: Products required may include one or more of the following:
   a. Design criteria document detailing the criteria established for the project, including design standards to be used, assumptions to be used for design and materials requirements including quality requirements.
   b. Drawings showing general concept of design for construction, modification and/or repair, including details of major design components.
   c. Technical specifications of major materials to be utilized in the design for the project.
   d. Project schedule using Microsoft (MS) Project 2003 or later by Critical path method (CPM) method showing the tasks for design, procurement, construction and closeout of the project. The schedule shall also show the required resources needed for the project, including the Contractor's and District's resources.
   e. Estimated costs of the project by the components of design, procurement, construction and closeout of the project. Shall also include a schedule of costs in relation to the project schedule described above.
6. Detail Design: Products required may include one or more of the following:
   a. Detailed drawings showing all aspects in detail of contract/project. These drawings shall be used for obtaining Bids from construction contractors and then be used for the construction of the project.
   b. Technical specifications of all materials and construction methods to be used in construction of the contract/project, including special conditions and requirements of the contract/project based on input from the District. These documents shall be used for obtaining Bids from construction contractors and then be used for the construction of the project. These documents will be assembled with the District's standards for Contract Documents and will be issued by the District's Procurement Department.
c. Work order packages containing all materials and construction methods to be used in construction of the project, including special conditions, right of way submittals and permits. These documents shall be used for construction by District forces.

d. Hard copies of final design drawings and reports shall be stamped and signed by the consulting engineer.

7. Procurement: Products required may include one or more of the following:

   a. Engineer's Estimate based on the Contract Documents for comparison to the proposals received by Bidders. The estimate shall be in the same format as the Bid Form in the Contract Documents.

   b. Addenda to the Technical Specifications in the Contract Documents as may be required during the period when the District calls for Bids and the Bid closing date.

   c. Written evaluation of Bids received from Bidders including a recommendation of Contract award and justification of recommendation.

8. Construction Engineering and Management: Products required may include one or more of the following:

   a. Onsite engineering including contract inspection in accordance with the Contract Documents, providing daily reports and recommendations to problems encountered during construction of the project.

   b. Review of shop drawings and submittals provided by the construction contractor in accordance with the Contract Documents, providing approvals as to conformance with the Contract Documents or rejections with justification for rejection.

   c. Review of construction contractor's payment requests in accordance with the Contract Documents providing description of conformances or variances.

   d. Preparation and justification of construction contract change orders as may be required to complete the project.

B. SURVEY

1. Conventional Land Survey Services: Products required may include one or more of the following:

   a. Plane and geodetic surveys.

   b. Cadastral survey.

   c. Engineering survey.

   d. Catenary profile survey.

   e. Topographic surveys.

   f. Forensic surveys.

   g. Route surveys.

   h. Legal description preparation.

   i. Right of way parcel exhibits.

   j. AutoCAD mapping.
2. Aerial Orthophoto Survey Services: Products required may include one or more of the following:
   a. Orthophotography with a 0.25’ pixel resolution.
   b. Planimetric drawings in current AutoCAD format with layering and symbology compatible with District requirements.
   c. Topographic mapping with accuracy meeting the standards of 1” = 50’ final scale and 1 ft. contour interval.

3. Global Positioning System: Products required may include one or more of the following:
   a. Horizontal and vertical controls surveys.
   b. Centerline location survey.
   c. Profile survey.
   d. Crossings.
   e. Topography.
   f. Cadastral and boundary surveys.
   g. Construction staking.

4. Laser Corridor Survey: Products required may include one or more of the following:
   a. Data collection and control.
   b. Data processing.
   c. Image system.
   d. Layering and point classification.
   e. Terrestrial based laser scanning.
   f. Fixed wing aerial based LiDAR surveys.

5. LiDAR Powerline Surveys: Products required may include one or more of the following:
   a. Helicopter-based laser scanning LiDAR surveys.
   b. Meteorologic data files.
   c. Layering and point classification.
   d. Georeferenced oblique photography.
   e. Georeferenced nadir photography.

6. All work shall be completed under the supervision of a professional land surveyor, licensed by the State of Washington, and the plan/profile sheets shall be signed and sealed as such.

7. All horizontal control surveys shall be a minimum of Third Order, Class I accuracy, as defined by U.S. Department of Commerce, National Oceanic and Atmosphere Administration. This is 1 part in 10,000 relative accuracy required between directly connected adjacent points.

8. Horizontal control surveys shall be based on the Washington State coordinate system, NAD 83 (1991) unless otherwise specified by the District Representative. This shall be determined prior to any work being done. A North arrow and Basis of Bearing will need to be noted on each sheet. When NAD 83 datum and state plane coordinates are used,
North arrows shall indicate Geodetic convergence angle at the center of the sheet and Scale factor should be noted.

9. Vertical control surveys shall be Mean Sea Level Datum, NAVD 1988, Geoid 2012 or later, unless otherwise specified by the District Representative. A conversion to USBR, USGS or USCGS datum may be required.

10. Drawings should evidence enough information to retrace conditions on the ground at the time of the survey, by combination of alignment stationing, coordinate control data, angle point control data, and references to section corners as quarter corners.

C. PROJECT CLOSEOUT

Products required may include one or more of the following:

1. Provide the required copies of "Operations and Maintenance Manual" for all project equipment and facilities.

2. Final project report describing the history of the project from design through construction noting all major components of the project and including detail descriptions of problem or unique area of the project.

3. Provide "as-built" drawings of the completed construction in electronic format.

4. Project files in chronological order of all aspects of the project design (including design calculations), procurement and construction of the project.

D. Provide reports, depositions and testimony as may be required in the course of administering projects. Perform evaluations and analysis of the operation and maintenance practices, and troubleshoot problems encountered by the District in the administration of its transmission and distribution facilities.

E. CONTRACTOR EQUIPMENT

It is assumed that the Contractor has the following, as a minimum set of tools and equipment, when in the field and the costs of these shall be included in the hourly rates (individual billings for these items will not be allowed):

1. A four-wheel drive vehicle.

2. Dual frequency survey grade GPS receivers capable of performing static, kinematic and real time kinematic surveys.

3. Automatic total station with ability to measure to non-reflective targets.

4. Data collector with ability to upload or download directly to office computer.

5. Automatic or digital level capable of performing second order differential leveling.

6. Two-way handheld radios.

7. Tripods, reflectors and tribrachs.

8. Hand and power tools.

9. Stakes and rebars.

10. Digital cameras.
11. Laptops, iPads, tablets and desktops, including any and all computers, disks, printers, storage media, and other computing hardware.

F. SOFTWARE

The Contractor shall provide all drawings, reports and construction packages in District standard computer format. The Contractor shall provide their own copies of said software packages unless the package is proprietary to the District. These packages include, but are not limited to:

1. AutoCAD® District’s Version (Currently 2013)
2. Microsoft® Project
3. Microsoft® Word (Currently MS Office 365)
4. Microsoft® Excel (Currently MS Office 365)

The Contractor shall maintain the same version of applicable software concurrent with the District.

G. INTERNET

The Contractor shall have an Internet e-mail account for the purposes of electronic file transfers and routine communications with the District. This shall not eliminate the need for hard copy documentation.

H. TELEPHONE

The District shall not be responsible for local, long distance, cell phone or other telephone charges. These expenses are considered an overhead expense and included in the hourly rates.

I. COMPUTER TIME

The District shall not be responsible for computer/laptop, computer time or use of software service fees. These expenses are considered an overhead expense and included in the hourly rates.

J. EQUIPMENT AND SOFTWARE

The items listed in Sections E, F, G, H and I of this Appendix “A” shall be included in the hourly rates as an operating expense. These items shall not appear itemized on invoices. The District expects the Contractor to be fully equipped with these items, as needed, to perform the services required.
APPENDIX “B”
RATE SCHEDULE

DIRECT EXPENSES:

<table>
<thead>
<tr>
<th>Engineer’s Classification Code</th>
<th>Position</th>
<th>Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Principal</td>
<td>$240.00</td>
</tr>
<tr>
<td>B</td>
<td>Senior Project Manager</td>
<td>$204.00</td>
</tr>
<tr>
<td>C</td>
<td>Project Manager</td>
<td>$168.00</td>
</tr>
<tr>
<td>D</td>
<td>Professional Land Surveyor</td>
<td>$160.00</td>
</tr>
<tr>
<td>E</td>
<td>Project Surveyor</td>
<td>$146.00</td>
</tr>
<tr>
<td>F</td>
<td>Survey Tech IV</td>
<td>$128.00</td>
</tr>
<tr>
<td>G</td>
<td>Survey Tech III</td>
<td>$117.00</td>
</tr>
<tr>
<td>H</td>
<td>Survey Tech II</td>
<td>$102.00</td>
</tr>
<tr>
<td>I</td>
<td>Survey Tech I</td>
<td>$56.00</td>
</tr>
<tr>
<td>J</td>
<td>Senior Engineer</td>
<td>$179.00</td>
</tr>
<tr>
<td>K</td>
<td>Project Engineer</td>
<td>$163.00</td>
</tr>
<tr>
<td>L</td>
<td>Staff Engineer</td>
<td>$143.00</td>
</tr>
<tr>
<td>M</td>
<td>Engineer Tech IV</td>
<td>$133.00</td>
</tr>
<tr>
<td>N</td>
<td>Engineer Tech III</td>
<td>$122.00</td>
</tr>
<tr>
<td>O</td>
<td>Engineer Tech II</td>
<td>$102.00</td>
</tr>
<tr>
<td>P</td>
<td>Engineer Tech I</td>
<td>$71.00</td>
</tr>
<tr>
<td>Q</td>
<td>Administrative/Secretarial</td>
<td>$66.00</td>
</tr>
</tbody>
</table>

Fixed hourly billing rates shall be in US Dollars and include all i) payroll, payroll taxes and fringe benefits; ii) all reproduction and printing costs including electronic media; iii) communications costs including all phones, faxes, internet, postage, shipping, delivery, couriers; iv) computer, software, printers, scanners, office machines and related costs of operations including consumables; v) insurance costs; vi) indirect and overhead burden; and vii) profit.

Overtime: Hours worked in excess of 40 hours in a workweek for any Classification/Position listed above shall be compensated at one and one-half times the corresponding Hourly Billing Rate. Compensation by the District shall be in one-half hour increments. Contractor shall obtain prior approval from the District Representative before any overtime is worked on a District project.

The Engineer’s Classification Code is the maximum personnel rate that can be charged for the classification of work to be done. For example: computer data entry will not be paid at a rate exceeding that of a CLASSIFICATION CODE “Q”.

REIMBURSABLE EXPENSES:

Reimbursable expenses are those reasonable and necessary costs incurred on or directly for the District’s project, including necessary transportation costs, meals and lodging. Any actual expenses in non-US dollars will be converted using the conversion tables at www.x-rates.com for the applicable period. Reimbursement will be subject to the following limitations:

Meals and Incidental Expenses: Meals and incidental expenses will be limited to the Federal Per Diem rate for meals and incidentals established for the location where lodging is obtained. The current rate for all
Grant County locations is $55.00 per day. Federal Per Diem guidelines which includes the meal breakdown and Federal Per Diem rates for other locations can be found at [www.gsa.gov](http://www.gsa.gov).

**Lodging**: Lodging will be billed at cost, including applicable taxes, not to exceed 200% of the Federal Per Diem maximum lodging rate for the location where the work is being performed. The current federal maximum lodging rate for all Grant County locations is $96.00. The District Representative may increase this limit in writing when circumstances require.

**Travel**: Air travel (at coach class or equivalent), airport shuttles, etc. billed at cost. Ground transportation by privately owned vehicle, if utilized, billed at the Internal Revenue Service mileage rate for privately owned vehicles in effect at the time of travel. Expenses for a rental car, at cost, in the ratio of one mid-size class rental car for each three Contractor’s personnel directly engaged in performance of the work at the prevailing rental rates then in effect. Rental car options such as refueling fees, GPS, collision & liability insurance, etc. will not be reimbursed by the District unless such options are approved in advance by the District Representative. **Appropriate insurance coverage should be included in the Contractor’s insurance policies.**

**Sub-consultants/Subcontractors/Purchases**: Services and/or purchases requested by the District, verifiable by applicable supporting documentation or at specified rates, will be reimbursed to Contractor at cost plus a maximum handling charge of 5%.

**Other**: All other expenses will be based on actual costs and include appropriate documentation.

**Reimbursable expenses must be accompanied by receipts for airfare, hotel, and rental car, and any other support documentation as the District may require.**
APPENDIX “C”
CHANGE ORDER
NO. __

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

A. Description of Change:

B. Time of Completion: The revised completion date shall be _____________.
   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
Erlandsen & Associates Inc.

Accepted By: ____________________________    Accepted By: ____________________________
Name of Authorized Signature
Title
Date: ____________________________    Date: ____________________________
APPENDIX “D”
TASK AUTHORIZATION FOR
PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Contract No.:</th>
<th>430-09499B</th>
<th>Task Authorization No.:</th>
<th>Amendment No.:</th>
</tr>
</thead>
</table>

The Scope of Services covered by this authorization shall be performed in accordance with all the terms and conditions in the above referenced Contract Documents which are incorporated herein by this reference.

The District hereby requests and authorizes the Contractor to perform the following services:

Compensation is to be paid in accordance with and subject to the limitations in Section 4.A of the Contract Documents. In addition, the total cost of the above described work shall not exceed $____ without advance amendment of this Task Authorization by the District.

Public Utility District No. 2
of Grant County, Washington

Approved for District
By: ________________________________
Print Name: _________________________
Title: District Representative
Date: _______________________________

Erlandsen & Associates Inc.

Accepted by Contractor
By: ________________________________
Print Name: _________________________
Title: ______________________________
Date: _______________________________
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, "Confidential 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 Confidential Information; and
- Any information identified and designated by the District as Security Sensitive Information (SSI), Critical Energy Infrastructure Information (CEII), and/or Bulk Electric System Cyber System Information (BCSI) 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 BCSI. SSI, CEII, and BCSI are further defined in Appendix “F”.

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 Confidential 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. **Confidential Information Disclosure.** All information and drawings that are disclosed by the District to the Contractor, which are designated as confidential, SSI, CEII, and/or BCSI, shall be protected hereunder as Confidential 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 Confidential Information and shall:

A. Restrict disclosure of Confidential Information solely to its agents and employees with a need to know and not disclose such Confidential 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 Confidential Information to execute an NDA in this same form with the District prior to allowing them access to the Confidential Information; and

C. Use the Confidential Information provided hereunder only for purposes directly related to performance of the work as requested by the District.

D. In the event third parties attempt to obtain the Confidential Information by legal process, the Contractor agrees that it will not release or disclose any Confidential 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 Confidential Information.** All Confidential Information shall remain the property of the District. Contractor is responsible for safeguarding and returning all Confidential Information or shall certify, by signed, statement delivered to the District, the destruction of all original Confidential Information provided along with any copies made by the Contractor. Such delivery shall be to the District, Attention: Patrick Bishop, PO Box 878, Ephrata, WA 98823.

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 Confidential 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 Confidential 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 “F”

DEFINITION of CONFIDENTIAL INFORMATION

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 “BCSI”). 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.
# 430-3780 Civil Engineering and Surveying RFP Evaluation

<table>
<thead>
<tr>
<th>Firm</th>
<th>Score</th>
</tr>
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## 430-3780 Civil Engineering and Surveying RFP Evaluation

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**Totals**  
1.00  
74

**Weighted Totals**  
77.5

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**Reviewer**

**Notes:**
- 10 is top score
- 0 is lowest score

**Comments:**

5/12/2020
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- **9:00am Concert Crowd Management Meeting (Teams Meeting)** -
- **9:00am Financial Advisory Committee (Larry and Judy)**
- **10:00am Randalynn Hovland Commission Meeting (Teams Meeting)** -
- **10:00am Energy Northwest Executive Board Meeting & Board of Directors**

*May 2020*
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<th>Sunday</th>
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<td>9:00am Shannon Lowry North RV Park HOA Annual Meeting (NRVP Common Area) - Shannon Lowry</td>
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<td>10:00am Randalynn Hovland Commission Meeting (HQ-Commission) - Randalynn Hovland</td>
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<td>8:00am Randalynn Hovland HOLD - Industrial Site Tour (tbd) - Randalynn Hovland</td>
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<td>1:00pm Randalynn Hovland HOLD - Industrial Site Tour (tbd) - Randalynn Hovland</td>
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<td>12:00pm Moses Lake Rotary Community Outreach (Pillar Rock, Moses Lake) - Commission Meetings</td>
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**Commission Meetings**

- 8:00am Randalynn Hovland HOLIDAY - Randalynn Hovland
- 10:00am Randalynn Hovland Commission Meeting (HQ-Commission) - Randalynn Hovland
- 11:00am WPUDA July Association Meetings (TBD)
- 10:00am Randalynn Hovland Commission Meeting
- 12:00pm Lunch with County Commissioners (TBD)
- 8:00am Energy Northwest Executive Board Meeting & Board of Directors Meeting
- 8:00am Energy Northwest Executive Board Meeting &
- 8:30am Randalynn Hovland HOLIDAY - Commission Strategic