A G E N D A

GRANT COUNTY PUBLIC UTILITY DISTRICT
Via Conference Call
+1 509-703-5291 Conference ID: 627 899 217#
COMMISSION MEETING
Tuesday, February 22, 2022

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

9:00 a.m. Commission Convenes

9:30 a.m. Reports from staff

12:00 Noon Lunch with County Commissioners

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 February 8, 2022

2. Regular Agenda

Motion to remove Resolution No. 8982 from the table.

8982 – Resolution Amending the Governance Policy and Superseding Prior Resolutions Relating to Governance of Grant PUD.

8986 – Resolution Accepting a Bid and Awarding Contract 130-11080R, For Distribution Line Tree Trimming and Removal Services to December 31, 2022.

8987 – Resolution Accepting a Bid and Awarding Contract 130-11131H, For Dock Crew 2022-2023.

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 13 to Contract 430-08051 with ADT Commercial LLC, increasing the not-to-exceed contract amount by $218,102.85 for a new contract total of $1,928,895.44 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. (3396)

3. Review Items For Next Business Meeting

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

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 6 to Contract 430-07424A with Gannett Fleming, Inc., increasing the not-to-exceed contract amount by $225,000.00 for a new contract total of $3,700,000.00 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. 6. (xxxx)

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 6 to Contract 430-07424C with Cornforth Consultants, Inc., increasing the not-to-exceed contract amount by $1,200,000.00 for a new contract total of $5,300,000.00 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. 6. (xxxx)

4. Calendar

5. Reports from Staff (if applicable)

Adjournment

CONSENT AGENDA

Draft – Subject to Commission Review

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

February 8, 2022

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: 627 899 217# with the following Commissioners present: Judy Wilson, President; Nelson Cox, Vice-President; Tom Flint, Secretary; Terry Pyle, Commissioner and Larry Schaapman, Commissioner.

The Commission convened to review vouchers and correspondence.

A round table discussion was held regarding the following topics: positive customer feedback being received in response to reopening of local offices; inquiry regarding re-opening date of Wanapum Heritage Center; inquiry regarding employee re-entry timeline; report and follow-up questions from Commissioner Schaapman regarding recent Grant County Industrial Alliance meeting; discussion requested with Grant County Commissioners regarding solar and wind projects, specifically understanding the lifecycle of these systems; appreciation to executive staff for ongoing diligence, requested clarity and willingness to field difficult questions raised during the COVID debriefing meetings; aging analysis report; appreciation expressed to Russ Brethower and crews for stabilizing fiber lines affected by winds in the Road 3 area; metering efforts; request from Commissioner Cox that Facilities Master Planning (FMP) Steerco meetings will be held in person; re-entry/onsite staff report; and reminder of QTEP public meetings scheduled to begin this evening.

Kevin Carley, Manager of Control Systems Engineering, provided an Energy Management System (EMS) Upgrade Project Report.

Ron Alexander, Senior Manager Power Delivery Construction & Maintenance, provided the Construction and Maintenance Program Report.

Charles Meyer, Interim Chief Technology Officer, provided the Information Technology report.

The Commission recessed at 12:05 p.m.

The Commission resumed at 1:00 p.m.

John Schook, Grapevine Texas, addressed the Commission regarding expedition request of new service application related to the Hansen-Rice.com / Okanagan Specialty Fruit Arctic Apple project.

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

Payment Number	118257	through	118618	$14,216,815.22
Payroll Direct Deposit	191165	through	191928	$2,056,532.71
Payroll Tax and Garnishments	20220127A	through	20220202A	$889,882.81

Meeting minutes of January 25, 2022.

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

Resolution No. 8984 relative to modifying Commissioner District Boundaries was presented to the Commission. Motion was made by Mr. Cox and seconded by Mr. Schaapman to approve Resolution No. 8984. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 8984

A RESOLUTION MODIFYING COMMISSIONER DISTRICT BOUNDARIES

R e c i t a l s

1. On January 11, 2022 Grant PUD held a public hearing on redistricting as required by law; and

2. Pursuant to RCW 54.12.010, notice of public hearing was published for two weeks prior to the public hearing date;

3. The Grant PUD Commission has considered and relied upon the population information from the most recent federal decennial census and taken into account the redistricting requirements of RCW 54.12.010 and RCW 29A.76.010; and

4. The Grant PUD Commission is of the opinion that the attached redistricting plan is consistent with the requirements of the aforesaid statutes and in Grant PUD's best interests.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. Effective immediately, the boundaries of Commissioner Districts 1, 2, and 3 are hereby adjusted as more particularly shown on the map attached hereto as Exhibit A and as legally described in Exhibit B by this reference made a part hereof.

Section 2. Grant PUD At-Large boundaries shall remain unchanged and are currently on file in both the Grant PUD and Grant County Election Office records.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 8th day of February 2022.

Resolution No. 8985 relative to appointing a General Manager/Chief Executive Officer was presented to the Commission. Motion was made by Mr. Cox and seconded by Mr. Flint to approve Resolution No. 8985. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 8985

A RESOLUTION APPOINTING RICHARD WALLEN AS GENERAL MANAGER/CHIEF EXECUTIVE OFFICER OF GRANT PUD

R e c i t a l s

1. Grant PUD's Commission is of the opinion that Richard Wallen possesses the requisite knowledge, skills, leadership, and personal qualities to serve as Grant PUD's General Manager (GM)/Chief Executive Officer (CEO); and

2. Mr. Wallen is willing to serve as Grant PUD GM/CEO subject to the conditions setforth below.

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

Section 1. Mr. Wallen is hereby appointed as GM/CEO of Grant PUD effective February 8, 2022.

Section 2. Mr. Wallen as required by statute shall serve in the capacity of GM/CEO at the pleasure of Grant PUD's Board of Commissioners.

PASSED AND APPROVED by the Board of Commissioners of Public Utility District No. 2 of Grant County, Washington, this 8th day of February, 2022.

The Commissioners reviewed future agenda items.

The Commission calendar was reviewed.

Charles Meyer, Interim Chief Technology Officer, completed the Information Technology report.

Andrew Munro, Senior Manager of External Affairs & Communications, and Cliff Sears, Senior Policy Analyst, provided a Federal & Legislative Update report.

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

Louis Szablya, Senior Manager of Large Power Solutions, provided the Rate Schedule No. 17 Annual Update.

Trade association and committee reports were reviewed.

An executive session was announced at 4:15 p.m. to last until 5:30 p.m. to review performance of a public employee with legal counsel present pursuant to RCW 42.30.110(1)(g). The executive session concluded at 5:30 p.m. and the regular session resumed.

There being no further business to discuss, the Commission adjourned at 5:30 p.m. on February 8th and reconvened on Wednesday, February 9th at 3:30 p.m. via Microsoft Teams for the purpose of attending a Mid-C GM/Commissioner business meeting and any other business that may come before the Commission with the following Commissioners present: Judy Wilson, Tom Flint, and Terry Pyle. A copy of the notice of adjournment was posted to the Grant PUD website.

There being no further business to discuss, the Commission adjourned at 5:30 p.m. on February 9th and reconvened on Tuesday, February 15th at 8:30 a.m. at the Ephrata Headquarters Building, 30 C Street SW, Ephrata, Washington for the purpose of holding a workshop and any other business that may come before the Commission with the following Commissioners present: Judy Wilson, Nelson Cox, Tom Flint, Terry Pyle and Larry Schaapman. A copy of the notice of adjournment was posted to the Grant PUD website.

An executive session was announced at 1:30 p.m. to last until 2:30 p.m. to discuss enforcement of action with legal counsel present pursuant to RCW 42.30.110(1)(i) and to review performance of a public employee with legal counsel present pursuant to RCW 42.30.110(1)(g). The executive session concluded at 2:30 p.m. and the regular session resumed.

There being no further business to discuss, the February 8, 2022 meeting officially adjourned at 2:30 p.m. on February 15, 2022.

Judy Wilson, President

ATTEST:

Tom Flint, Secretary

Nelson Cox, Vice President

Terry Pyle, Commissioner

Larry Schaapman, Commissioner

REGULAR AGENDA

RESOLUTION NO. 8982

A RESOLUTION AMENDING THE GOVERNANCE POLICY AND SUPERSEDING PRIOR RESOLUTIONS RELATING TO GOVERNANCE OF GRANT PUD

R e c i t a l s

1. Grant PUD has a Governance Policy adopted August 31, 2009 by Resolution No. 8402, and as amended by Resolution Nos. 8517, 8708, 8815, 8918 and 8963; and

2. Grant PUD has reviewed and desires to update its Governance Policy.

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

Section 1. The Public Utility District No. 2 of Grant County, Washington Governance Policy (the "Governance Policy") attached as Exhibit A is hereby approved and adopted as the official governance policy of Grant PUD.

Section 2. Any prior resolutions inconsistent with the Governance Policy adopted herein are superseded to the extent of the inconsistency.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 22nd day of February 2022.

Judy Wilson, President

ATTEST:

Tom Flint, Secretary

Nelson Cox, Vice President

Terry Pyle, Commissioner

Larry Schaapman, Commissioner

Grant County
PUBLIC UTILITY DISTRICT

GOVERNANCE POLICY

Exhibit A
Resolution No. 8982
Revised – Resolution No. 8402
Revised – Resolution No. 8517
Revised – Resolution No. 8708
Revised – Resolution No. 8815
Revised – Resolution No. 8918
Revised – Resolution No. 8963

February 22, 2022

Table of Contents

Policy	Title	Page
1	Purpose of the Commission	1
2	Governance Focus	1
3	Commission Member Job Description	2
4	General Meeting Rules	3
5	Presiding Officer	4
6	Commission Meeting Agenda	4
7	Motions	5
8	Voting	5
9	Audience Participation (Addressing the Commission)	6
10	Filling Commission Vacancies	6
11	Executive Sessions	6
12	Criminal Convictions & Violations of the Code of Ethics	7
13	Preserving the Attorney Client Privilege	7
14	Good Faith Cooperation with Insurance Carrier	7
15	Ultra Vires Actions	7
16	Violations of Commission Rules of Proceedings	7
17	Role of Commission President	8
18	Role of the Commission Vice-President	8
19	Role of the Commission Secretary	9
20	Commission Members' Code of Conduct	9
21	Board Training, Orientation	11
22	Commission Review of District Public Records	12
23	Commission Committees	12
24	Unity of Control	13
25	Commission-General Manager / CEO Relationship	13
26	Commission-General Counsel / CLO Relationship	14
27	Commission Relationship w/ Auditor and Treasurer	15
28	Commission Relationship w/ Chief Resource Officer (CRO)	16
29	Delegation to the General Manager / CEO	16
30	Budget & Procurement Authority	17
31	Financial Policies	18
32	Amendment of These Rules	18

1 Purpose of the Commission

A The Commission is the legislative body of Public Utility District No. 2 of Grant County, Washington pursuant to the Public Utility District Act, RCW Title 54, and all other applicable statutes and laws. The powers of the District are exercised through a five-member Commission pursuant to RCW 54.12.010.

B The purpose and responsibility of Grant County PUD's Commission, on behalf of the customers of Grant County, is to provide oversight and democratic decisions that enable Grant County PUD to fulfill its mission of generating and delivering power and other services to its customers in a cost-effective and efficient manner.

C Accordingly the Commission will:

1. Identify and define the purpose, values, vision, and strategic direction of the District, along with the results the District is to achieve, and communicate them in the form of policy.
2. Identify and define those results or conditions of the District that are acceptable and not acceptable to the Commission and communicate them in the form of policy.
3. Make operational decisions designated by statute.
4. Hire, evaluate, and terminate the General Manager / CEO.
5. Hire, evaluate, and terminate the General Counsel / CLO.
6. Appoint or remove the Treasurer.
7. Appoint or remove the Auditor.
8. Review and approve the budget in a timely manner.

2 Governance Focus

A The Commission will govern with an emphasis on:

1. Strategic leadership.
2. Encouragement of diversity in viewpoints.
3. Clear distinction of Commission and General Manager / CEO roles.
4. Collaborative rather than individual decisions.
5. The future and present.
6. Being proactive rather than reactive.

B Specifically:

1. The Commission is responsible for excellence in governing.
2. The Commission will direct, evaluate and inspire the organization through the careful establishment of written policies reflecting the Commission's values and vision.

3. The Commission's major policy focus will be on Grant County PUD's long-term impacts outside the organization, not on the administrative or programmatic means of achieving those effects. The Commission relies upon the expertise and diversity of its individual members to enhance the ability of the Commission as a body.

4. The Commission will establish and adhere to the standards needed to govern with excellence. Standards will apply to matters such as attendance at meetings, preparation for meetings, policymaking principles and codes of conduct.

3 Commission Member Job Description

A The specific duties of the Commissioners as elected representatives are to ensure appropriate organizational performance.

B Specifically, Commissioners will:

1. Regularly attend Commission meetings and workshops.

2. Adopt the District's Strategic Plan, review it annually and make appropriate revisions.

3. Adopt the District's budget on an annual basis.

4. Set the rates, rules and regulations for services and commodities provided by the District.

5. Enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as attendance, preparation for meetings, policymaking principles, respect of roles, and ensuring the continuance of governance capability.

6. Promote continual Commission development which will include orientation of new Commission members in the Commission's governance process and periodic Commission discussion of process improvement to include periodic training and education.

7. Monitor and discuss the Commission's process and performance semi-annually at Commission workshops. Self-monitoring will include comparison of Commission activity and discipline to policies in the governance process. The Commission will determine the appropriate manner of evaluation and feedback.

8. Maintain written policies to ensure a high quality of governance and clear direction and roles in decision-making between the Commission and General Manager / CEO.

9. Respect their individual fiduciary duties to protect and enhance the District as a customer-owned utility with due diligence using sound business judgment. In addition, a minimum of two (2) Commissioners will attend the Financial Advisory Committee (FAC) and work with staff on the financial management of the District.

10. Hire the General Manager / CEO to handle the day-to-day operations of the District and fulfill the duties as outlined in RCW 54.16.100.

11. Evaluate and determine compensation for the General Manager / CEO and General Counsel / Chief Legal Officer (Appointees). The Commission's evaluation criteria will focus on the District's strategic objectives.

    a) Complete verbal mid-year evaluation of Appointees. The Commission will communicate any additional goals or objectives at the time of subsequent evaluation.

    b) Complete year-end written evaluation of Appointees. The Commission will communicate any new goals or objective during the subsequent evaluation. At this time, the Commission will also determine proper Appointee compensation for the following calendar year.

12. Develop and use outreach mechanisms to ensure the Commission hears the strategic viewpoints and values of its customer/owners, the community and other interested stakeholders. Community relations shall be an ongoing activity for all Commission members.

13. Take such other actions as may be required by law.

4 General Meeting Rules

A The Commission may excuse an absent member by a majority vote. The Clerk of the Board will note in the minutes whether the member's absence was excused or un-excused. If a Commissioner anticipates an extended period of nonattendance in excess of 45 days, or is absent for a period of time in excess of 45 days, the Commission may excuse the absence by a majority vote in order to protect the Commissioner's position under RCW 54.12.010 prior to the 59th day of nonattendance. The Clerk of the Board shall note in the minutes whether the member's absence is excused or un-excused for the period.

B Journal of Proceeding: A journal of all proceedings (minutes) of the Commission, except executive sessions, shall be kept in hardcopy and electronic form by the Clerk of the Board or their designee constituting the official record of the Commission. All Commission meetings and workshops held in the Ephrata Commission room, except executive sessions, shall be audio recorded, unless prevented by technical difficulties, and retained in accordance with State retention guidelines.

C Right of Floor: Any members desiring to speak shall first be recognized by the Chair.

D Decorum: All members, employees, and members of the public shall preserve order, decency and decorum at all times while the Commission is in session. No member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission, nor disturb any member who is speaking. No member shall refuse to obey an order of the Chair. Members shall confine their remarks to the subject under consideration. Discussion shall relate to the subject under consideration and shall be relevant and pertinent thereto so as to provide for the expeditious disposition and resolution of the District's business. No member shall use any impertinent, degrading or slanderous language as to any

other member, staff, or public. There shall be no lectures, speeches or grandstanding.

E Audio/Video Area: All audio or video taping by the public and/or press shall be done from the back of the meeting room.

5 Presiding Officer

A **President:** The President shall preside at meetings of the Commission, and be recognized as the head of the Commission for all ceremonial purposes. In case of the President's absence or temporary disability, the Vice-President shall act as President during the continuance of the absence. The President is referred to as the "Chair" or "Presiding Officer" from time-to-time in this Governance Policy.

B **Call to Order:** The meetings of the Commission shall be called to order at the appointed time by the President or, in his absence, by the Vice-President. In the absence of both the President and Vice-President, the meeting shall be called to order by the Secretary.

C **Preservation of Order:** The President shall preserve order and decorum; prevent attacks on personalities or the impugning of member's or public motives and confine members or public in debate to the question under discussion.

D **Points of Order:** The President shall determine all points of order, subject to the right of any member to appeal to the Commission. If any appeal is taken, the question shall be "Shall the decision of the President be sustained?"

E **Questions to be stated:** The President shall state all questions submitted for a vote and announce the results. A roll call shall be taken upon request of any member.

F **President-Voting Powers:** The President shall vote on motions or other matters to be decided by the Commission unless he or she has abstained from discussion or debate and voting on an agenda item due to an announced conflict of interest.

6 Commission Meeting Agenda

A The General Manager / CEO shall arrange a list of proposed matters according to the order of business and prepare an agenda for the Commission. A copy of the agenda and supporting materials shall be prepared for Commission members, the General Manager / CEO, and the press on or before the close of business on the Thursday before the regular Commission meeting.

B The Consent Agenda may contain items which are of a routine and non controversial nature and may include, but are not limited to the following; meeting minutes, vouchers, travel, and trade association appointments. Any item on the Consent Agenda may be removed and considered separately as an agenda item at the request of any Commission member or any person attending a Commission meeting.

C Members of the Commission, General Manager / CEO, or designee, will have the opportunity to discuss/recommend business or other matters for placement on future agendas. In addition, at each regular Commission meeting, time will be allowed for any Commission member, the General Manager / CEO, or designee to bring before the Commission any business that should be discussed or deliberated upon.

D In the event of a natural disaster, attack or notice of imminent attack, where it becomes imprudent, inexpedient or impossible to conduct the affairs of the District at the regular or usual place, the Commission may meet at any place within or without its territorial limits on the call of the presiding President or any three members of the Commission. After any emergency relocation, the affairs of the District shall be conducted at such emergency temporary location for the duration of the emergency (RCW 42.14.075).

7 Motions

A Members who wish to make a motion must first be recognized by the Presiding Officer. After the member makes a motion (and after the motion is seconded if required), the chair must restate it or rule it out of order, then call for discussion.

B Most motions require a second, although there are some exceptions: nominations, points of order, requests to remove an item from the consent agenda, and motions to table. The Presiding Officer will state the motion and call for the vote. A motion to table does not require a second and is not debatable.

C Motions for reconsideration must be made by a member from the prevailing side; any member may make the second. The following rules apply to motions for reconsideration: Motion must be in a timely manner but in no instance more than six (6) months after the original action. When (6) months have elapsed, any member may bring the item before the Commission.

8 Voting

A The votes during all meetings of the Commission shall be transacted as follows:

1. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Commission member, the Presiding Officer shall take roll call vote. The Presiding officer shall determine the order of the roll call vote.
2. The passage of any motion or resolution shall require a majority vote of the whole Commission.
3. Commission members shall vote on all matters before the Commission unless a statutory conflict of interest exists. If there is a conflict of interest, that Commission member shall state the conflict of interest and abstain from discussion and from voting on that matter.
4. If any Commission member refuses to vote “aye” or “nay”, their vote shall be counted as an “aye” vote unless the Commissioner provides a reason to abstain.

9 Audience Participation (Addressing the Commission)

A **Agenda Items:** Anyone desiring to speak to the Commission on an agenda item must sign the meeting register and indicate their desire to speak to the Presiding Officer at the beginning of the meeting unless otherwise recognized by the chair. This will generally take place during the public comment period of the meeting.

B **Non-Agenda Items:** Anyone desiring to speak to the Commission on a non-agenda item shall sign the meeting register and indicate their desire to speak to the Chair at the beginning of the meeting. The Presiding Officer, at his or her discretion, may permit such persons to address the Commission and has the authority to limit the time for comment to three (3) minutes unless a longer period of time was either pre-arranged with the Clerk of the Board and/or is allowed by the Board President.

C **Manner of Addressing the Commission**: Each person addressing the Commission shall step up to the microphone, give his/her name, address and city of residence and subject matter of comments in an audible tone of voice for the record. All comments shall be made to the entire Commission and not to any single member nor to staff. Any questions for Commission members or staff shall be presented through the Presiding Officer. The Commission will determine the disposition of any issues raised (e.g., placed on the present agenda, workshop, other agendas, refers to staff, or do not consider).

D **Conduct of Audience:** All audience members shall abide by the rules of decorum contained in Section 4, General Meeting Rules, paragraph "D" entitled "Decorum". No audience member shall disrupt the conduct of the meeting or cheer, hoot, holler, gesture, whistle, guffaw, jeer, boo, hiss, make remarks out of turn, use profanity, or the like. Any audience member who does so shall be determined out of order and the Presiding Officer may have such person removed from the Commission chambers immediately. Such person shall not be permitted to attend the remainder of that Commission meeting.

10 Filling Commission Vacancies

A Notice of Vacancy. If a Commission vacancy occurs, the Commission will follow the procedures outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available until an election is held, the Commission will widely distribute and publish a notice of vacancy and the procedure and deadline for applying for the position.

B Letters of Interest. The Commission will announce the vacancy and will accept letters of interest from any interested person for no less than 30 days from the time of official public announcement. The Commission will review the letters of interest and/or interview the applicants. The Commission will select and appoint a qualified person to the vacant Commission seat.

11 Executive Sessions

A If the Commission convenes an executive session to discuss what is permitted by law, there is no valid reason to disclose publicly what was discussed and reviewed

privately. Everything which is discussed during an executive session, and all written materials that are reviewed during an executive session, shall be considered confidential and no Commission member shall publicly disclose any such information. The Commission finds that disclosing publicly what was discussed and reviewed during an executive session undermines the whole purpose of meeting in executive session. Public disclosure may be made in the event a majority of the Commission members vote to approve the public disclosure prior to its disclosure. Any request for such a vote shall be first raised during an executive session for discussion purposes prior to a vote in open session.

12 Criminal Convictions & Violations of the Code of Ethics

A No Commission member shall serve on the Commission after having been convicted of any criminal violation of Chapter 42.23 RCW (as now enacted or hereafter amended) or any felony or malfeasance in office RCW 9.92.120 (as now enacted or hereafter amended). No Commission member shall serve on the Commission after having violated any of the provisions of Chapter 42.23 RCW (as now enacted or hereafter amended). No Commission member shall serve on the Commission after having been convicted of any offense involving a violation of his or her official oath RCW 42.12.010(5) (as now enacted or hereafter amended).

13 Preserving the Attorney Client Privilege

A No Commission member shall make any disclosures or release any information which would result in the waiver of the attorney/client privilege without first obtaining the approval of a majority of the Commission in open session. Such a request for disclosure shall first be raised during an executive session for discussion prior to a vote in open session.

14 Good Faith Cooperation with Insurance Carrier

A All Commission members shall cooperate in good faith with any insurance carrier or attorney representing the District in connection with a defense provided by an insurance carrier.

15 Ultra Vires Actions

A Commission members shall not act ultra vires, or outside the scope of their authority and duties as Commission members.

16 Violations of Commission Rules of Proceedings

A These Rules of Procedure/ Proceedings are adopted with the intent that they be fully enforceable and that violations thereof result in Commission action against members as provided herein and pursuant to RCW Title 54 and Title 42.23, as now enacted or hereafter amended. Any violation of these Rules of Procedure/ Proceedings is deemed to constitute disorderly conduct by such member.

B Any claim of violation of the Governance Policy must be made in writing by a Commission member and filed with the President and made a part of the minutes of the Commission meeting where the charge is first considered.

C Members violating any other Rules of Procedure shall be subject to admonition for the first violation of a particular rule and reprimanded for subsequent violations.

D **Admonition:** An admonition shall be verbal vote in open session, recorded in the minutes, made by the Commission to the member.

E **Reprimand:** A reprimand shall be administered to the member by letter. The letter shall be prepared by the Commission after action in open session to approve such letter. If the member objects to the contents of such letter, he/she may file a request for review of the content of the letter of reprimand with the Commission. The Commission shall review the letter of reprimand based upon the request for review and any record established, and may take whatever action appears appropriate under the circumstances.

17 Role of Commission President

A The President of the Commission shall:

1. Ensure that the Commission jointly and consistently adheres to its own rules and policies, and those imposed upon it by the laws of the State of Washington.
2. Preside over and facilitate Commission meetings.
3. Ensure that deliberation is fair, open and thorough, but also timely, orderly and kept to the point.
4. Preside over and facilitate all Commission meetings in accordance with this Governance Policy, if not otherwise addressed here, the most current version of and Roberts Rules of Order, as needed.
5. Schedule and coordinate the semi-annual process of evaluating the General Manager / CEO.
6. Schedule and coordinate the semi-annual process of evaluating the General Counsel /CLO.
7. Have no authority to supervise or administratively direct the General Manager / CEO, apart from authority expressly granted the President by the Commission.
8. Assume responsibility of the Commission that is not specifically assigned to another Commission member.
9. Be allowed to delegate his or her authority, but remains accountable for its use.
10. Call Special Meetings of the Commission in the event of a business need as provided for in RCW 42.30.080.

18 Role of the Commission Vice-President

A The Vice-President of the Commission shall:

1. Perform such duties as are assigned by the President.

2. Have all the power and duties of the President in the absence or inability of the President to act.

3. Have all the powers and duties of the Secretary in the absence or inability of the Secretary to act, when not acting as the President.

19 Role of the Commission Secretary

A The Secretary of the Commission shall:

1. Where appropriate, attest instruments and documents duly authorized by the Commission.

2. Perform all duties incident to the office of Secretary as may from time to time be required by law or assigned to such office by motion, rule or resolution of the Commission.

3. Have all the powers and duties of the President in the absence or inability of both the President and the Vice-President to act.

20 Commission Members' Code of Conduct

A Commission members shall conduct themselves in accordance with all laws. The State of Washington has adopted a "Code of Ethics" that applies to all municipal officers, codified under RCW 42.23. The declared purpose of the Code of Ethics is to make uniform the laws of the State concerning the transaction of business by municipal officers in conflict with the proper performance of their duties in the public interest, and to promote the efficiency of local government by prohibiting certain instances and areas of conflict while at the same time sanctioning, under sufficient controls, certain other instances and areas of conflict.

B Specifically:

1. Commission members are strictly prohibited by law from entering into or engaging in any activity defined by RCW 42.23 as a conflict of interest with their official duties as a Grant County PUD Commissioner.

2. On an annual basis and in a public forum, each Commissioner shall acknowledge their obligation to disclose any conflicts of interest as defined in RCW 42.23.

3. On a case by case basis, each Commission member will disclose to the other Commission members, in a public forum, any remote conflicts of interest as defined under RCW 42.23. Disclosure will be noted in the District's official minutes which are public record. A Commissioner with such remote interest will not participate in any discussion and/or debate concerning such interest, will not vote on the matter, and will do nothing to influence any other Commissioner concerning their decision on the matter.

4. Commission members will adhere to the Grant County PUD Code of Ethics adopted by the Commission, and shall conduct themselves with civility and respect at all times with one another, with staff, and with members of the public.

5. Commission members will adhere to the Grant County PUD policy on appropriate use of District resources.

6. Commission members will become familiar with their individual and joint obligations pertaining to the District's directive on reporting alleged improper governmental action, including actions required of the Commission regarding employee complaints of alleged improper governmental actions and/or employee claims of retaliation for reporting alleged improper governmental actions.

7. Commission members understand that all letters, memoranda and/or interactive computer or electronic information (including e-mail), the subject of which relates to the conduct of the District or the performance of any District function, are public records and may also be subject to disclosure under the Washington Public Records Act. Upon request, any such public records shall be provided to the Public Records Officer for inclusion in the District's records management program.

8. Commission members shall demonstrate loyalty to the interests of Grant County PUD's owners/ratepayers. This loyalty supersedes any conflicting loyalty such as that to advocacy or interest groups and membership on other Boards or staffs. It also supersedes the personal interest of any Commission member acting as a consumer of the District's activities.

9. Commission members may not attempt to exercise individual authority over Grant County PUD except as explicitly set forth and authorized in Commission policies.

    a) Commission members recognize the lack of authority vested in them as individuals in their interactions with the General Manager / CEO and with staff, except where explicitly authorized by the Commission.

    b) In interactions with the public, press or other entities, Commission members must recognize the same limitation and the inability of any Commission member to speak for the Commission except to repeat explicitly stated and adopted Commission decisions.

    c) Commission members shall not lead the public or media to have the impression that the General Manager / CEO, General Counsel / CLO, Auditor, or Treasurer is out of compliance with policies absent a determination of non-compliance by the Commission.

10. In accordance with Washington's Open Public Meetings Act, Commission members:

    a) Shall not meet as a quorum outside of Commission-called public meetings to hold discussions or make decisions as defined in RCW 42.30, regarding the business of the District.

    b) Shall not meet as a quorum with staff outside of a Commission-called public meeting for the purpose of gathering information.

    c) Understand that the requirements of the Washington Open Public Meetings Act applies to communications via telephone, e-mail, instant messaging or other forms of electronic communications. Any

exchange of communication between more than two Commission members may constitute an official meeting of the Commission and be in violation of the Act.

d) Commission members may send information to other members of the Commission on an informational basis; however, replies and/or exchanges of communications with more than one Commissioner regarding District business must not occur outside of an official public meeting of the Commission. Any such e-mail sent for informational purposes as described above, by any member of the Commission, shall be sent individually, not as group e-mail. Commissioners will not "reply" to any e-mail received by all other members of the Commission.

e) Commission members may not evade the requirements of the Open Public Meetings Act through use of “serial meetings”, that is a series of smaller gatherings or use of a go-between such that the majority of Commissioners are not together but through the collection of other interactions the majority intend to take action. This includes but is not limited to: a series of telephone calls, multiple meetings between different groups of two Commissioners and e-mail communications between multiple Commissioners for the purpose of coordinating a decision.

11. Members will respect the confidentiality appropriate to issues regarding personnel, real estate transactions, proprietary matters, and attorney-client privileged communications, including those requirements listed under RCW 42.30.110, Executive Sessions and including any other confidential information gained by reason of the Commissioner's position.

21 Board Training, Orientation

A The Commission shall ensure that its skills are sufficient to assure excellence in governance of Grant County PUD.

B Specifically:

1. New Commission members shall receive training and orientation in Commission governance, policies and procedures.

2. New Commission members shall receive an orientation on the District's Strategic Plan.

3. New Commission members shall receive other general orientation in the organization and operation of the District by the General Manager / CEO and/or his designate.

4. Commission members shall receive training in the skills of effective communication and decision-making.

5. The Commission President shall receive training in the facilitation of public meetings.

22 Commission Review of District Public Records

A Grant County PUD has a duty to comply with appropriate public records requests as prescribed in the Washington Public Records Act. Commissioners do not give up their status as members of the public and therefore can request such information.

B Because of the special status conferred upon the Commissioners as elected representatives, each Commissioner agrees that:

1. Commission member requests to inspect District documents that do not meet the criteria of a "public record" under RCW 42.56 and/or which may be confidential in nature, shall be forwarded directly to the General Manager / CEO, who will provide the requested files, as allowed by law, for review on District premises.
2. No confidential or original documents shall be taken from District premises except with the authorization of the Commission or General Manager / CEO.
3. Commission members shall adhere to the same confidentiality requirements applicable to employees when dealing with the District's records and other documents.
4. District employee personnel files will not be subject to Commission review pursuant to the District's policies relating to employee records confidentiality and access except this limitation shall not apply to Commission appointees.
5. Access to District public records may be achieved by making a verbal or written request to the General Manager / CEO, General Counsel / CLO, or Clerk of the Board. The requested material will be provided to all five board members.

23 Commission Committees

A The Commission may establish ad hoc advisory and standing committees.

B The Commission will review the committees at least annually to determine whether they should continue.

C Specifically:

1. Committees will ordinarily assist the Commission by gaining education, considering alternatives and implications, and preparing policy alternatives.
2. Commission committees may not speak or act for the Commission, except when formally given such authority for specific and time-limited purposes.
3. Commission committees cannot exercise authority over staff nor interfere with the delegation from the Commission to the General Manager / CEO.
4. Participation in committee meetings shall be in compliance with the provisions of the Open Public Meetings Act, in that if three or more

Commission members are present, then the meeting must be properly noticed as a public meeting.

5. This policy applies to any group which is formed by Commission action, whether or not it is called a committee. It does not apply to committees formed under the authority of the General Manager / CEO.

24 Unity of Control

A Only decisions of the Commission acting as a body are binding upon the General Manager / CEO, the General Counsel / CLO, the Auditor, or Treasurer.

B Specifically, in or out of Commission Meetings:

1. Decisions or instructions of individual Commission members are not binding on the General Manager / CEO, General Counsel / CLO, the Auditor, or Treasurer except in instances when the Commission has specifically authorized such exercise of authority.

2. In the case of Commission members requesting information or assistance without Commission authorization, the General Manager / CEO, General Counsel / CLO, the Auditor, or Treasurer must refuse such requests that require, in their opinion, a material amount of staff time or funds, are disruptive to the District, or which may involve a conflict of interest between the District and the Commissioner requesting the information or assistance.

3. Commission members individually may communicate directly with District employees or contractors. However, the Commission as a body and the Commission members will never give direction to persons who report directly or indirectly to the General Manager / CEO, with the exception of the General Counsel / CLO, Auditor, or Treasurer. If individual Commission members are dissatisfied with the response they receive, they may seek resolution through the Commission.

4. The Commission as a body and the Commission members will refrain from evaluating, either formally or informally, the job performance of any District employee other than the General Manager / CEO and General Counsel / CLO.

25 Commission-General Manager / CEO Relationship

A The Commission governs Grant County PUD and is the policy-making body of the District. The Commission operates under the provisions of the Revised Code of Washington, Title 54, Title 42 in part, and all other applicable statutes and laws.

B The Commission is responsible for the following:

1. Identifying and defining the purpose, values and vision of the District, along with the results that the District is to achieve, and communicating them in the form of policy.

2. Making certain operational decisions as designated by law.

3. Hiring, evaluating, and terminating the General Manager / CEO.

C The General Manager / CEO is responsible for the following:

1. All operations of the District as well as the business affairs of the District.
2. Achieving the results established by the Commission within the appropriate and ethical standards of business conduct set by the Commission.
3. Enforcing District resolutions, administering directives, staff policies and procedures, hiring and terminating all employees, attending meetings of the Commission and reporting on the general affairs of the District, and keeping the Commission advised as to the current and future business needs of the District.
4. Appointing a person to serve as the District's Chief Financial Officer. This will be a person with sufficient education and experience to fulfill the duties of the position. Together with the chief financial officer, the General Manager / CEO shall ensure that, to the best of their knowledge and belief, financial reports are complete and reliable in all material respects.
5. Ensuring the smooth continuous operation of the District in the event of the planned or unplanned absence of the General Manager / CEO.
6. Interacting with the public and other utilities and government agencies, pursuant to policies and direction adopted by the Commission.
7. At the direction and oversight of the Commission, the General Manager / CEO and Chief Financial Officer, or their designees, shall jointly serve as the chief liaison with all external audit agencies, shall coordinate the proper independent audit of annual financial statements, and shall ensure that the results and findings of such audits are reported to the Commission. In acting in this capacity, the General Manager / CEO does not relieve the Commission of its oversight responsibility
8. Perform other responsibilities as may be appropriately delegated by the Commission.

26 Commission-General Counsel / CLO Relationship

A The General Counsel / CLO provides legal counsel to the District and to the Commission. The General Counsel / CLO reports both to the Commission and to the General Manager / CEO.

B The Commission is responsible for hiring and terminating the General Counsel / CLO.

C The General Counsel / CLO shall advise the Commissioners regarding potential conflict of interest issues or ethical matters. General Counsel shall provide assistance to individual Commissioners in complying with applicable statutes and laws only when such advice does not conflict with the General Counsel's obligations to the District or to specific direction of the Commission.

D The Commission is responsible for evaluating the General Counsel's / CLO's performance. The Commission shall solicit the General Manager / CEO's input in evaluating the performance of the General Counsel.

E With respect to the Commission, the General Counsel / CLO shall:

1. Give his or her advice or opinion whenever he or she deems it necessary or when required by the Commission.
2. Inform the Commission of material legal issues impacting the District or the Commission.
3. When necessary, act independently of the General Manager / CEO.
4. Provide counsel to the Commission and individual Commission members with regard to conflict of interest issues.
5. Provide counsel to the Commission and individual Commission members with regard to other ethical matters.
6. Assist the Commission members in complying with and interpretation of applicable statutes, laws, and regulations.
7. The General Counsel / CLO shall not provide legal counsel to Commission members except as it relates to their role as Grant County PUD Commission members.

27 Commission Relationship w/ Auditor and Treasurer

A The District Auditor (Auditor) and District Treasurer (Treasurer) serve in the capacity set forth by Title 54 of the Revised Code of Washington.

B The Commission is responsible for appointing or removing the Auditor and the Treasurer. The Commission, by resolution, shall designate an Auditor and this person shall be a District employee other than the General Manager / CEO or Treasurer. The Commission, by resolution, shall designate a person other than the County Treasurer to be District Treasurer and this person shall be a District employee other than the General Manager / CEO or Auditor. The Auditor and Treasurer shall perform those duties specified by RCW 54.24.010 and shall be granted direct access to the Commission at the request of the Auditor, Treasurer or Commission, but not less than quarterly in the performance of these duties.

C The Auditor shall report to the Chief Legal Officer for all administrative matters, including hiring, performance evaluations, salary administration, employee benefits, and terminations. The Treasurer shall report to the Chief Financial Officer for all administrative matters, including hiring, performance evaluations, salary administration, employee benefits, and terminations.

D The Treasurer or Deputy Treasurer shall provide quarterly reports to the Commission summarizing cash and investment activity, and provide other reports to the Commission as necessary related to the duties of the Treasurer or as requested by the Commission.

E The Auditor or Deputy Auditor shall issue warrants for claims against the District. As soon as practical after issuance of such warrants, the Auditor shall provide a list of all warrants issued, and shall certify to the Commission that such disbursements satisfy just, due and unpaid obligations of the District, in a manner specified by the State Auditor.

F If the Commission disapproves a paid claim on the District, the Auditor will request the Treasurer to recognize the claim as a receivable. The Treasurer and Auditor will pursue collection.

G The Auditor shall develop an annual audit plan, and conduct audits contained within the plan or other audits as may be requested by the Commission. The Auditor shall report to the Commission on the progress and results of such audits at least semi-annually. The Auditor, in the performance of his or her duties, shall have unlimited access to all activities, records, property and personnel of the District.

28 Commission Relationship w/ Chief Resource Officer (CRO)

A The Chief Resource Officer / CRO provides strategic direction to the Commission and to the District. The Chief Resource Officer / CRO reports to the Commission and shall serve as a member of executive management.

B The Commission is responsible for hiring and terminating the Chief Resource Officer / CRO.

C The Commission is responsible for evaluating the Chief Resource Officer / CRO's performance. The Commission shall solicit the General Manager / CEO's input in evaluating the performance of the Chief Resource Officer / CRO.

D The Chief Resource Officer / CRO is responsible for the following:

1. Advising the Commission and District management on long term power supply issues, including the potential for developing small modular reactors (SMR).
2. Advising the Commission and District management on Resource Adequacy.
3. Advising the Commission and District management on Columbia River Treaty issues.
4. Advising the Commission and District management on strategies for retail load growth.
5. Advising the Commission and District management on national or state-level mandated de-carbonization of the District's energy portfolio.
6. Advising the Commission and District management on such other strategic or technical issues the District may face, as requested by the Commission.

29 Delegation to the General Manager / CEO

A In accordance with RCW 54.16.100, the General Manager / CEO is the chief administrative officer of the District, in control of all administrative functions and shall be responsible to the Commission for the efficient administration of the affairs of the District placed in his or her charge. In the absence or temporary

disability of the General Manager / CEO, the General Manager / CEO shall, with the approval of the President of the Commission, designate some competent person as Acting Manager.

The General Manager / CEO may attend all meetings of the Commission and its committees, and take part in the discussion of any matters pertaining to the duties of his or her department, but shall have no vote.

The General Manager / CEO shall carry out the orders of the Commission, and see that the laws pertaining to matters within the functions of his or her department are enforced; keep the Commission fully advised as to the financial condition and needs of the districts; prepare an annual estimate for the ensuing fiscal year of the probable expenses of the department, and recommend to the commission what development work should be undertaken, and what extensions and additions, if any, should be made during the ensuing fiscal year, with an estimate of the costs of the development work, extensions, and additions; certify to the Commission all bills, allowances, and payrolls, including claims due contractors of public works; recommend to the Commission compensation of the employees of his or her office, and a scale of compensation to be paid for the different classes of service required by the district; hire and discharge employees under his or her direction; and perform such other duties as may be imposed upon the manager by resolution of the Commission.

B The General Manager / CEO is authorized to establish all further policies, make all decisions, take all actions, establish all practices, and develop all activities to achieve the goals set forth by the Commission for the District.

C The Commission shall develop policies that define the delegation to the General Manager / CEO with regard to the General Manager / CEO's authority.

D The General Manager / CEO must bring to the Commission's attention circumstances that affect the goals established by the Commission and may request the Commission to take appropriate actions.

E The Commission may change its delegation to the General Manager / CEO at any time, thereby expanding or limiting the authority of the General Manager / CEO. Whenever a particular delegation is in place, the Commission will abide by the General Manager / CEO's decisions in those areas that are delegated to him or her.

30 Budget & Procurement Authority

A The Commission, by resolution, shall approve the District's budget prior to the start of each fiscal year.

B By resolution, the Commission shall set forth the authority of the General Manager / CEO to manage and expend District funds in accordance with financial policies and budgetary limits. Procurement of goods and services shall take place in accordance with applicable legal requirements in a fair, competitive and inclusive manner to maximize the benefit to the District's ratepayers/customers.

C The General Manager / CEO shall establish procurement controls that provide reasonable assurance that the procurement of goods and services are made for a valid business purpose and within authorized budget levels.

D It is District policy that all procurement decisions be made free from actual or perceived conflicts of interest consistent with the District's Code of Ethics.

E It is District policy that due diligence and prudent judgment be exercised in the making of procurement decisions, including conducting a risk assessment. If the General Manager / CEO reasonably determines that a procurement activity presents, regardless of the size of the financial commitment, either (i) a unique and significant operational risk to the District; or (ii) a significant impact to customers, the General Manager / CEO shall inform the Commission.

31 Financial Policies

A The Commission, by resolution, shall adopt financial policies that provide guidance to the General Manager / CEO and Chief Financial Officer in managing the finances of the District and in developing budgets, financial plans and rates. At a minimum, these policies shall 1) provide for sufficient liquidity relative to the District's risk profile, 2) provide for adequate coverage to meet debt covenants, 3) establish criteria for debt and rate - financed capital expenditures, 4) require that budgets be developed based on conservative and prudent assumptions consistent with standard industry practice, and 5) establish budgetary and procurement controls over expenditures.

32 Amendment of These Rules

A These rules may be amended or new rules adopted by a majority vote of the whole Commission, provided that the proposed amendments or new rules have been introduced into the record at a prior Commission meeting.

Grant County
PUBLIC UTILITY DISTRICT

GOVERNANCE POLICY

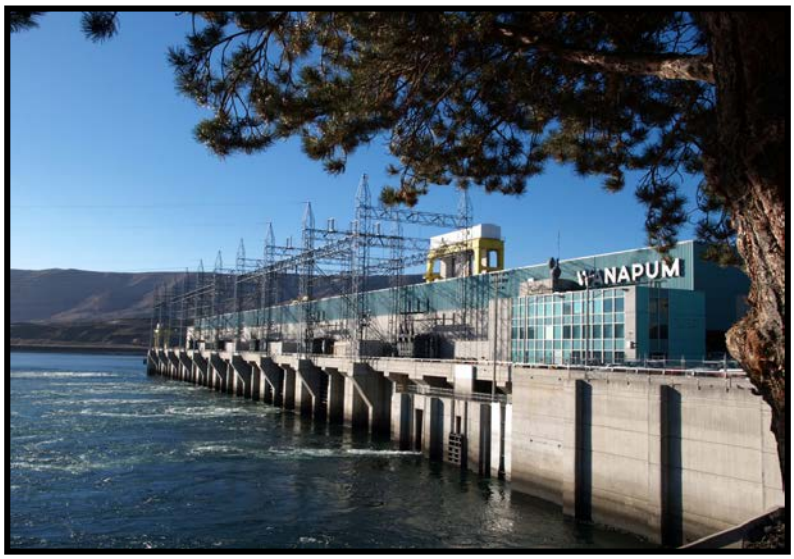


Exhibit A
Resolution No. ~~8963~~XXXX
Revised – Resolution No. 8402
Revised – Resolution No. 8517
Revised – Resolution No. 8708
Revised – Resolution No. 8815
Revised – Resolution No. 8918
Revised – Resolution No. 8963

~~May 11, 2021~~January 25, 2022

Style Definition: TOC 1

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Table of Contents

Policy	Title	Page
1	Purpose of the Commission	1
2	Governance Focus	1
3	Commission Member Job Description	2
4	General Meeting Rules	3
5	Presiding Officer	4
6	Commission Meeting Agenda	4
7	Motions	5
8	Voting	5
9	Audience Participation (Addressing the Commission)	6
10	Filling Commission Vacancies	6
11	Executive Sessions	6
12	Criminal Convictions & Violations of the Code of Ethics	7
13	Preserving the Attorney Client Privilege	7
14	Good Faith Cooperation with Insurance Carrier	7
15	Ultra Vires Actions	7
16	Violations of Commission Rules of Proceedings	7
17	Role of Commission President	8
18	Role of the Commission Vice-President	8
19	Role of the Commission Secretary	9
20	Commission Members' Code of Conduct	9
21	Board Training, Orientation	11
22	Commission Review of District Public Records	12
23	Commission Committees	12
24	Unity of Control	13
25	Commission-General Manager / CEO Relationship	13
26	Commission-General Counsel / CLO Relationship	14
27	Commission Relationship w/ Auditor and Treasurer	15
28	Commission Relationship w/ Chief Resource Officer (CRO)	16
2~~8~~9	Delegation to the General Manager / CEO	16
30~~29~~	Budget & Procurement Authority	17
3~~10~~	Financial Policies	18
3~~21~~	Amendment of These Rules	18

Formatted: Normal, Indent: Left: 0.5"

Formatted: Font: (Default) Times New Roman, 12 pt, Check spelling and grammar

1 Purpose of the Commission

A The Commission is the legislative body of Public Utility District No. 2 of Grant County, Washington pursuant to the Public Utility District Act, RCW Title 54, and all other applicable statutes and laws. The powers of the District are exercised through a five-member Commission pursuant to RCW 54.12.010.

B The purpose and responsibility of Grant County PUD's Commission, on behalf of the customers of Grant County, is to provide oversight and democratic decisions that enable Grant County PUD to fulfill its mission of generating and delivering power and other services to its customers in a cost-effective and efficient manner.

C Accordingly the Commission will:

1. Identify and define the purpose, values, vision, and strategic direction of the District, along with the results the District is to achieve, and communicate them in the form of policy.
2. Identify and define those results or conditions of the District that are acceptable and not acceptable to the Commission and communicate them in the form of policy.
3. Make operational decisions designated by statute.
4. Hire, evaluate, and terminate the General Manager / CEO.
5. Hire, evaluate, and terminate the General Counsel / CLO.
6. Appoint or remove the Treasurer.
7. Appoint or remove the Auditor.
8. Review and approve the budget in a timely manner.

2 Governance Focus

A The Commission will govern with an emphasis on:

1. Strategic leadership.
2. Encouragement of diversity in viewpoints.
3. Clear distinction of Commission and General Manager / CEO roles.
4. Collaborative rather than individual decisions.
5. The future and present.
6. Being proactive rather than reactive.

B Specifically:

1. The Commission is responsible for excellence in governing.
2. The Commission will direct, evaluate and inspire the organization through the careful establishment of written policies reflecting the Commission's values and vision.

3. The Commission's major policy focus will be on Grant County PUD's long-term impacts outside the organization, not on the administrative or programmatic means of achieving those effects. The Commission relies upon the expertise and diversity of its individual members to enhance the ability of the Commission as a body.

4. The Commission will establish and adhere to the standards needed to govern with excellence. Standards will apply to matters such as attendance at meetings, preparation for meetings, policymaking principles and codes of conduct.

3 Commission Member Job Description

A The specific duties of the Commissioners as elected representatives are to ensure appropriate organizational performance.

B Specifically, Commissioners will:

1. Regularly attend Commission meetings and workshops.
2. Adopt the District's Strategic Plan, review it annually and make appropriate revisions.
3. Adopt the District's budget on an annual basis.
4. Set the rates, rules and regulations for services and commodities provided by the District.
5. Enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as attendance, preparation for meetings, policymaking principles, respect of roles, and ensuring the continuance of governance capability.
6. Promote continual Commission development which will include orientation of new Commission members in the Commission's governance process and periodic Commission discussion of process improvement to include periodic training and education.
7. Monitor and discuss the Commission's process and performance semi-annually at Commission workshops. Self-monitoring will include comparison of Commission activity and discipline to policies in the governance process. The Commission will determine the appropriate manner of evaluation and feedback.
8. Maintain written policies to ensure a high quality of governance and clear direction and roles in decision-making between the Commission and General Manager / CEO.
9. Respect their individual fiduciary duties to protect and enhance the District as a customer-owned utility with due diligence using sound business judgment. In addition, a minimum of two (2) Commissioners will attend the Financial Advisory Committee (FAC) and work with staff on the financial management of the District.
10. Hire the General Manager / CEO to handle the day-to-day operations of the District and fulfill the duties as outlined in RCW 54.16.100.

11. Evaluate and determine compensation for the General Manager / CEO and General Counsel / Chief Legal Officer (Appointees). The Commission's evaluation criteria will focus on the District's strategic objectives.

    a) Complete verbal mid-year evaluation of Appointees. The Commission will communicate any additional goals or objectives at the time of subsequent evaluation.

    b) Complete year-end written evaluation of Appointees. The Commission will communicate any new goals or objective during the subsequent evaluation. At this time, the Commission will also determine proper Appointee compensation for the following calendar year.

12. Develop and use outreach mechanisms to ensure the Commission hears the strategic viewpoints and values of its customer/owners, the community and other interested stakeholders. Community relations shall be an ongoing activity for all Commission members.

13. Take such other actions as may be required by law.

4 General Meeting Rules

A The Commission may excuse an absent member by a majority vote. The Clerk of the Board will note in the minutes whether the member's absence was excused or un-excused. If a Commissioner anticipates an extended period of nonattendance in excess of 45 days, or is absent for a period of time in excess of 45 days, the Commission may excuse the absence by a majority vote in order to protect the Commissioner's position under RCW 54.12.010 prior to the 59th day of nonattendance. The Clerk of the Board shall note in the minutes whether the member's absence is excused or un-excused for the period.

B Journal of Proceeding: A journal of all proceedings (minutes) of the Commission, except executive sessions, shall be kept in hardcopy and electronic form by the Clerk of the Board or their designee constituting the official record of the Commission. All Commission meetings and workshops held in the Ephrata Commission room, except executive sessions, shall be audio recorded, unless prevented by technical difficulties, and retained in accordance with State retention guidelines.

C Right of Floor: Any members desiring to speak shall first be recognized by the Chair.

D Decorum: All members, employees, and members of the public shall preserve order, decency and decorum at all times while the Commission is in session. No member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission, nor disturb any member who is speaking. No member shall refuse to obey an order of the Chair. Members shall confine their remarks to the subject under consideration. Discussion shall relate to the subject under consideration and shall be relevant and pertinent thereto so as to provide for the expeditious disposition and resolution of the District's business. No member shall use any impertinent, degrading or slanderous language as to any

other member, staff, or public. There shall be no lectures, speeches or grandstanding.

E Audio/Video Area: All audio or video taping by the public and/or press shall be done from the back of the meeting room.

5 Presiding Officer

A **President:** The President shall preside at meetings of the Commission, and be recognized as the head of the Commission for all ceremonial purposes. In case of the President's absence or temporary disability, the Vice-President shall act as President during the continuance of the absence. The President is referred to as the "Chair" or "Presiding Officer" from time-to-time in this Governance Policy.

B **Call to Order:** The meetings of the Commission shall be called to order at the appointed time by the President or, in his absence, by the Vice-President. In the absence of both the President and Vice-President, the meeting shall be called to order by the Secretary.

C **Preservation of Order:** The President shall preserve order and decorum; prevent attacks on personalities or the impugning of member's or public motives and confine members or public in debate to the question under discussion.

D **Points of Order:** The President shall determine all points of order, subject to the right of any member to appeal to the Commission. If any appeal is taken, the question shall be "Shall the decision of the President be sustained?"

E **Questions to be stated:** The President shall state all questions submitted for a vote and announce the results. A roll call shall be taken upon request of any member.

F **President-Voting Powers:** The President shall vote on motions or other matters to be decided by the Commission unless he or she has abstained from discussion or debate and voting on an agenda item due to an announced conflict of interest.

6 Commission Meeting Agenda

A The General Manager / CEO shall arrange a list of proposed matters according to the order of business and prepare an agenda for the Commission. A copy of the agenda and supporting materials shall be prepared for Commission members, the General Manager / CEO, and the press on or before the close of business on the Thursday before the regular Commission meeting.

B The Consent Agenda may contain items which are of a routine and non controversial nature and may include, but are not limited to the following; meeting minutes, vouchers, travel, and trade association appointments. Any item on the Consent Agenda may be removed and considered separately as an agenda item at the request of any Commission member or any person attending a Commission meeting.

C Members of the Commission, General Manager / CEO, or designee, will have the opportunity to discuss/recommend business or other matters for placement on future agendas. In addition, at each regular Commission meeting, time will be allowed for any Commission member, the General Manager / CEO, or designee to bring before the Commission any business that should be discussed or deliberated upon.

D In the event of a natural disaster, attack or notice of imminent attack, where it becomes imprudent, inexpedient or impossible to conduct the affairs of the District at the regular or usual place, the Commission may meet at any place within or without its territorial limits on the call of the presiding President or any three members of the Commission. After any emergency relocation, the affairs of the District shall be conducted at such emergency temporary location for the duration of the emergency (RCW 42.14.075).

7 Motions

A Members who wish to make a motion must first be recognized by the Presiding Officer. After the member makes a motion (and after the motion is seconded if required), the chair must restate it or rule it out of order, then call for discussion.

B Most motions require a second, although there are some exceptions: nominations, points of order, requests to remove an item from the consent agenda, and motions to table. The Presiding Officer will state the motion and call for the vote. A motion to table does not require a second and is not debatable.

C Motions for reconsideration must be made by a member from the prevailing side; any member may make the second. The following rules apply to motions for reconsideration: Motion must be in a timely manner but in no instance more than six (6) months after the original action. When (6) months have elapsed, any member may bring the item before the Commission.

8 Voting

A The votes during all meetings of the Commission shall be transacted as follows:

1. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Commission member, the Presiding Officer shall take roll call vote. The Presiding officer shall determine the order of the roll call vote.
2. The passage of any motion or resolution shall require a majority vote of the whole Commission.
3. Commission members shall vote on all matters before the Commission unless a statutory conflict of interest exists. If there is a conflict of interest, that Commission member shall state the conflict of interest and abstain from discussion and from voting on that matter.
4. If any Commission member refuses to vote “aye” or “nay”, their vote shall be counted as an “aye” vote unless the Commissioner provides a reason to abstain.

9 Audience Participation (Addressing the Commission)

A **Agenda Items:** Anyone desiring to speak to the Commission on an agenda item must sign the meeting register and indicate their desire to speak to the Presiding Officer at the beginning of the meeting unless otherwise recognized by the chair. This will generally take place during the public comment period of the meeting.

B **Non-Agenda Items:** Anyone desiring to speak to the Commission on a non-agenda item shall sign the meeting register and indicate their desire to speak to the Chair at the beginning of the meeting. The Presiding Officer, at his or her discretion, may permit such persons to address the Commission and has the authority to limit the time for comment to three (3) minutes unless a longer period of time was either pre-arranged with the Clerk of the Board and/or is allowed by the Board President.

C **Manner of Addressing the Commission**: Each person addressing the Commission shall step up to the microphone, give his/her name, address and city of residence and subject matter of comments in an audible tone of voice for the record. All comments shall be made to the entire Commission and not to any single member nor to staff. Any questions for Commission members or staff shall be presented through the Presiding Officer. The Commission will determine the disposition of any issues raised (e.g., placed on the present agenda, workshop, other agendas, refers to staff, or do not consider).

D **Conduct of Audience:** All audience members shall abide by the rules of decorum contained in Section 4, General Meeting Rules, paragraph "D" entitled "Decorum". No audience member shall disrupt the conduct of the meeting or cheer, hoot, holler, gesture, whistle, guffaw, jeer, boo, hiss, make remarks out of turn, use profanity, or the like. Any audience member who does so shall be determined out of order and the Presiding Officer may have such person removed from the Commission chambers immediately. Such person shall not be permitted to attend the remainder of that Commission meeting.

10 Filling Commission Vacancies

A Notice of Vacancy. If a Commission vacancy occurs, the Commission will follow the procedures outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available until an election is held, the Commission will widely distribute and publish a notice of vacancy and the procedure and deadline for applying for the position.

B Letters of Interest. The Commission will announce the vacancy and will accept letters of interest from any interested person for no less than 30 days from the time of official public announcement. The Commission will review the letters of interest and/or interview the applicants. The Commission will select and appoint a qualified person to the vacant Commission seat.

11 Executive Sessions

A If the Commission convenes an executive session to discuss what is permitted by law, there is no valid reason to disclose publicly what was discussed and reviewed

privately. Everything which is discussed during an executive session, and all written materials that are reviewed during an executive session, shall be considered confidential and no Commission member shall publicly disclose any such information. The Commission finds that disclosing publicly what was discussed and reviewed during an executive session undermines the whole purpose of meeting in executive session. Public disclosure may be made in the event a majority of the Commission members vote to approve the public disclosure prior to its disclosure. Any request for such a vote shall be first raised during an executive session for discussion purposes prior to a vote in open session.

12 Criminal Convictions & Violations of the Code of Ethics

A No Commission member shall serve on the Commission after having been convicted of any criminal violation of Chapter 42.23 RCW (as now enacted or hereafter amended) or any felony or malfeasance in office RCW 9.92.120 (as now enacted or hereafter amended). No Commission member shall serve on the Commission after having violated any of the provisions of Chapter 42.23 RCW (as now enacted or hereafter amended). No Commission member shall serve on the Commission after having been convicted of any offense involving a violation of his or her official oath RCW 42.12.010(5) (as now enacted or hereafter amended).

13 Preserving the Attorney Client Privilege

A No Commission member shall make any disclosures or release any information which would result in the waiver of the attorney/client privilege without first obtaining the approval of a majority of the Commission in open session. Such a request for disclosure shall first be raised during an executive session for discussion prior to a vote in open session.

14 Good Faith Cooperation with Insurance Carrier

A All Commission members shall cooperate in good faith with any insurance carrier or attorney representing the District in connection with a defense provided by an insurance carrier.

15 Ultra Vires Actions

A Commission members shall not act ultra vires, or outside the scope of their authority and duties as Commission members.

16 Violations of Commission Rules of Proceedings

A These Rules of Procedure/ Proceedings are adopted with the intent that they be fully enforceable and that violations thereof result in Commission action against members as provided herein and pursuant to RCW Title 54 and Title 42.23, as now enacted or hereafter amended. Any violation of these Rules of Procedure/ Proceedings is deemed to constitute disorderly conduct by such member.

B Any claim of violation of the Governance Policy must be made in writing by a Commission member and filed with the President and made a part of the minutes of the Commission meeting where the charge is first considered.

C Members violating any other Rules of Procedure shall be subject to admonition for the first violation of a particular rule and reprimanded for subsequent violations.

D **Admonition:** An admonition shall be verbal vote in open session, recorded in the minutes, made by the Commission to the member.

E **Reprimand:** A reprimand shall be administered to the member by letter. The letter shall be prepared by the Commission after action in open session to approve such letter. If the member objects to the contents of such letter, he/she may file a request for review of the content of the letter of reprimand with the Commission. The Commission shall review the letter of reprimand based upon the request for review and any record established, and may take whatever action appears appropriate under the circumstances.

17 Role of Commission President

A The President of the Commission shall:

1. Ensure that the Commission jointly and consistently adheres to its own rules and policies, and those imposed upon it by the laws of the State of Washington.
2. Preside over and facilitate Commission meetings.
3. Ensure that deliberation is fair, open and thorough, but also timely, orderly and kept to the point.
4. Preside over and facilitate all Commission meetings in accordance with this Governance Policy, if not otherwise addressed here, the most current version of and Roberts Rules of Order, as needed.
5. Schedule and coordinate the semi-annual process of evaluating the General Manager / CEO.
6. Schedule and coordinate the semi-annual process of evaluating the General Counsel /CLO.
7. Have no authority to supervise or administratively direct the General Manager / CEO, apart from authority expressly granted the President by the Commission.
8. Assume responsibility of the Commission that is not specifically assigned to another Commission member.
9. Be allowed to delegate his or her authority, but remains accountable for its use.
10. Call Special Meetings of the Commission in the event of a business need as provided for in RCW 42.30.080.

18 Role of the Commission Vice-President

A The Vice-President of the Commission shall:

1. Perform such duties as are assigned by the President.

2. Have all the power and duties of the President in the absence or inability of the President to act.

3. Have all the powers and duties of the Secretary in the absence or inability of the Secretary to act, when not acting as the President.

19 Role of the Commission Secretary

A The Secretary of the Commission shall:

1. Where appropriate, attest instruments and documents duly authorized by the Commission.

2. Perform all duties incident to the office of Secretary as may from time to time be required by law or assigned to such office by motion, rule or resolution of the Commission.

3. Have all the powers and duties of the President in the absence or inability of both the President and the Vice-President to act.

20 Commission Members' Code of Conduct

A Commission members shall conduct themselves in accordance with all laws. The State of Washington has adopted a "Code of Ethics" that applies to all municipal officers, codified under RCW 42.23. The declared purpose of the Code of Ethics is to make uniform the laws of the State concerning the transaction of business by municipal officers in conflict with the proper performance of their duties in the public interest, and to promote the efficiency of local government by prohibiting certain instances and areas of conflict while at the same time sanctioning, under sufficient controls, certain other instances and areas of conflict.

B Specifically:

1. Commission members are strictly prohibited by law from entering into or engaging in any activity defined by RCW 42.23 as a conflict of interest with their official duties as a Grant County PUD Commissioner.

2. On an annual basis and in a public forum, each Commissioner shall acknowledge their obligation to disclose any conflicts of interest as defined in RCW 42.23.

3. On a case by case basis, each Commission member will disclose to the other Commission members, in a public forum, any remote conflicts of interest as defined under RCW 42.23. Disclosure will be noted in the District's official minutes which are public record. A Commissioner with such remote interest will not participate in any discussion and/or debate concerning such interest, will not vote on the matter, and will do nothing to influence any other Commissioner concerning their decision on the matter.

4. Commission members will adhere to the Grant County PUD Code of Ethics adopted by the Commission, and shall conduct themselves with civility and respect at all times with one another, with staff, and with members of the public.

5. Commission members will adhere to the Grant County PUD policy on appropriate use of District resources.

6. Commission members will become familiar with their individual and joint obligations pertaining to the District's directive on reporting alleged improper governmental action, including actions required of the Commission regarding employee complaints of alleged improper governmental actions and/or employee claims of retaliation for reporting alleged improper governmental actions.

7. Commission members understand that all letters, memoranda and/or interactive computer or electronic information (including e-mail), the subject of which relates to the conduct of the District or the performance of any District function, are public records and may also be subject to disclosure under the Washington Public Records Act. Upon request, any such public records shall be provided to the Public Records Officer for inclusion in the District's records management program.

8. Commission members shall demonstrate loyalty to the interests of Grant County PUD's owners/ratepayers. This loyalty supersedes any conflicting loyalty such as that to advocacy or interest groups and membership on other Boards or staffs. It also supersedes the personal interest of any Commission member acting as a consumer of the District's activities.

9. Commission members may not attempt to exercise individual authority over Grant County PUD except as explicitly set forth and authorized in Commission policies.

    a) Commission members recognize the lack of authority vested in them as individuals in their interactions with the General Manager / CEO and with staff, except where explicitly authorized by the Commission.

    b) In interactions with the public, press or other entities, Commission members must recognize the same limitation and the inability of any Commission member to speak for the Commission except to repeat explicitly stated and adopted Commission decisions.

    c) Commission members shall not lead the public or media to have the impression that the General Manager / CEO, General Counsel / CLO, Auditor, or Treasurer is out of compliance with policies absent a determination of non-compliance by the Commission.

10. In accordance with Washington's Open Public Meetings Act, Commission members:

    a) Shall not meet as a quorum outside of Commission-called public meetings to hold discussions or make decisions as defined in RCW 42.30, regarding the business of the District.

    b) Shall not meet as a quorum with staff outside of a Commission-called public meeting for the purpose of gathering information.

    c) Understand that the requirements of the Washington Open Public Meetings Act applies to communications via telephone, e-mail, instant messaging or other forms of electronic communications. Any

exchange of communication between more than two Commission members may constitute an official meeting of the Commission and be in violation of the Act.

d) Commission members may send information to other members of the Commission on an informational basis; however, replies and/or exchanges of communications with more than one Commissioner regarding District business must not occur outside of an official public meeting of the Commission. Any such e-mail sent for informational purposes as described above, by any member of the Commission, shall be sent individually, not as group e-mail. Commissioners will not "reply" to any e-mail received by all other members of the Commission.

e) Commission members may not evade the requirements of the Open Public Meetings Act through use of "serial meetings", that is a series of smaller gatherings or use of a go-between such that the majority of Commissioners are not together but through the collection of other interactions the majority intend to take action. This includes but is not limited to: a series of telephone calls, multiple meetings between different groups of two Commissioners and e-mail communications between multiple Commissioners for the purpose of coordinating a decision.

11. Members will respect the confidentiality appropriate to issues regarding personnel, real estate transactions, proprietary matters, and attorney-client privileged communications, including those requirements listed under RCW 42.30.110, Executive Sessions and including any other confidential information gained by reason of the Commissioner's position.

21 Board Training, Orientation

A The Commission shall ensure that its skills are sufficient to assure excellence in governance of Grant County PUD.

B Specifically:

1. New Commission members shall receive training and orientation in Commission governance, policies and procedures.
2. New Commission members shall receive an orientation on the District's Strategic Plan.
3. New Commission members shall receive other general orientation in the organization and operation of the District by the General Manager / CEO and/or his designate.
4. Commission members shall receive training in the skills of effective communication and decision-making.
5. The Commission President shall receive training in the facilitation of public meetings.

22 Commission Review of District Public Records

A Grant County PUD has a duty to comply with appropriate public records requests as prescribed in the Washington Public Records Act. Commissioners do not give up their status as members of the public and therefore can request such information.

B Because of the special status conferred upon the Commissioners as elected representatives, each Commissioner agrees that:

1. Commission member requests to inspect District documents that do not meet the criteria of a "public record" under RCW 42.56 and/or which may be confidential in nature, shall be forwarded directly to the General Manager / CEO, who will provide the requested files, as allowed by law, for review on District premises.
2. No confidential or original documents shall be taken from District premises except with the authorization of the Commission or General Manager / CEO.
3. Commission members shall adhere to the same confidentiality requirements applicable to employees when dealing with the District's records and other documents.
4. District employee personnel files will not be subject to Commission review pursuant to the District's policies relating to employee records confidentiality and access except this limitation shall not apply to Commission appointees.
5. Access to District public records may be achieved by making a verbal or written request to the General Manager / CEO, General Counsel / CLO, or Clerk of the Board. The requested material will be provided to all five board members.

23 Commission Committees

A The Commission may establish ad hoc advisory and standing committees.

B The Commission will review the committees at least annually to determine whether they should continue.

C Specifically:

1. Committees will ordinarily assist the Commission by gaining education, considering alternatives and implications, and preparing policy alternatives.
2. Commission committees may not speak or act for the Commission, except when formally given such authority for specific and time-limited purposes.
3. Commission committees cannot exercise authority over staff nor interfere with the delegation from the Commission to the General Manager / CEO.
4. Participation in committee meetings shall be in compliance with the provisions of the Open Public Meetings Act, in that if three or more

Commission members are present, then the meeting must be properly noticed as a public meeting.

5. This policy applies to any group which is formed by Commission action, whether or not it is called a committee. It does not apply to committees formed under the authority of the General Manager / CEO.

24 Unity of Control

A Only decisions of the Commission acting as a body are binding upon the General Manager / CEO, the General Counsel / CLO, the Auditor, or Treasurer.

B Specifically, in or out of Commission Meetings:

1. Decisions or instructions of individual Commission members are not binding on the General Manager / CEO, General Counsel / CLO, the Auditor, or Treasurer except in instances when the Commission has specifically authorized such exercise of authority.

2. In the case of Commission members requesting information or assistance without Commission authorization, the General Manager / CEO, General Counsel / CLO, the Auditor, or Treasurer must refuse such requests that require, in their opinion, a material amount of staff time or funds, are disruptive to the District, or which may involve a conflict of interest between the District and the Commissioner requesting the information or assistance.

3. Commission members individually may communicate directly with District employees or contractors. However, the Commission as a body and the Commission members will never give direction to persons who report directly or indirectly to the General Manager / CEO, with the exception of the General Counsel / CLO, Auditor, or Treasurer. If individual Commission members are dissatisfied with the response they receive, they may seek resolution through the Commission.

4. The Commission as a body and the Commission members will refrain from evaluating, either formally or informally, the job performance of any District employee other than the General Manager / CEO and General Counsel / CLO.

25 Commission-General Manager / CEO Relationship

A The Commission governs Grant County PUD and is the policy-making body of the District. The Commission operates under the provisions of the Revised Code of Washington, Title 54, Title 42 in part, and all other applicable statutes and laws.

B The Commission is responsible for the following:

1. Identifying and defining the purpose, values and vision of the District, along with the results that the District is to achieve, and communicating them in the form of policy.

2. Making certain operational decisions as designated by law.

3. Hiring, evaluating, and terminating the General Manager / CEO.

C The General Manager / CEO is responsible for the following:

1. All operations of the District as well as the business affairs of the District.
2. Achieving the results established by the Commission within the appropriate and ethical standards of business conduct set by the Commission.
3. Enforcing District resolutions, administering directives, staff policies and procedures, hiring and terminating all employees, attending meetings of the Commission and reporting on the general affairs of the District, and keeping the Commission advised as to the current and future business needs of the District.
4. Appointing a person to serve as the District's Chief Financial Officer. This will be a person with sufficient education and experience to fulfill the duties of the position. Together with the chief financial officer, the General Manager / CEO shall ensure that, to the best of their knowledge and belief, financial reports are complete and reliable in all material respects.
5. Ensuring the smooth continuous operation of the District in the event of the planned or unplanned absence of the General Manager / CEO.
6. Interacting with the public and other utilities and government agencies, pursuant to policies and direction adopted by the Commission.
7. At the direction and oversight of the Commission, the General Manager / CEO and Chief Financial Officer, or their designees, shall jointly serve as the chief liaison with all external audit agencies, shall coordinate the proper independent audit of annual financial statements, and shall ensure that the results and findings of such audits are reported to the Commission. In acting in this capacity, the General Manager / CEO does not relieve the Commission of its oversight responsibility
8. Perform other responsibilities as may be appropriately delegated by the Commission.

26 Commission-General Counsel / CLO Relationship

A The General Counsel / CLO provides legal counsel to the District and to the Commission. The General Counsel / CLO reports both to the Commission and to the General Manager / CEO.

B The Commission is responsible for hiring and terminating the General Counsel / CLO.

C The General Counsel / CLO shall advise the Commissioners regarding potential conflict of interest issues or ethical matters. General Counsel shall provide assistance to individual Commissioners in complying with applicable statutes and laws only when such advice does not conflict with the General Counsel's obligations to the District or to specific direction of the Commission.

D The Commission is responsible for evaluating the General Counsel's / CLO's performance. The Commission shall solicit the General Manager / CEO's input in evaluating the performance of the General Counsel.

E With respect to the Commission, the General Counsel / CLO shall:

1. Give his or her advice or opinion whenever he or she deems it necessary or when required by the Commission.
2. Inform the Commission of material legal issues impacting the District or the Commission.
3. When necessary, act independently of the General Manager / CEO.
4. Provide counsel to the Commission and individual Commission members with regard to conflict of interest issues.
5. Provide counsel to the Commission and individual Commission members with regard to other ethical matters.
6. Assist the Commission members in complying with and interpretation of applicable statutes, laws, and regulations.
7. The General Counsel / CLO shall not provide legal counsel to Commission members except as it relates to their role as Grant County PUD Commission members.

27 Commission Relationship w/ Auditor and Treasurer

A The District Auditor (Auditor) and District Treasurer (Treasurer) serve in the capacity set forth by Title 54 of the Revised Code of Washington.

B The Commission is responsible for appointing or removing the Auditor and the Treasurer. The Commission, by resolution, shall designate an Auditor and this person shall be a District employee other than the General Manager / CEO or Treasurer. The Commission, by resolution, shall designate a person other than the County Treasurer to be District Treasurer and this person shall be a District employee other than the General Manager / CEO or Auditor. The Auditor and Treasurer shall perform those duties specified by RCW 54.24.010 and shall be granted direct access to the Commission at the request of the Auditor, Treasurer or Commission, but not less than quarterly in the performance of these duties.

C The Auditor ~~and Treasurer~~ shall report to the ~~Chief Financial Officer~~Chief Legal Officer for all administrative matters, including hiring, performance evaluations, salary administration, employee benefits, and terminations. The Treasurer shall report to the Chief Financial Officer for all administrative matters, including hiring, performance evaluations, salary administration, employee benefits, and terminations.

D The Treasurer or Deputy Treasurer shall provide quarterly reports to the Commission summarizing cash and investment activity, and provide other reports to the Commission as necessary related to the duties of the Treasurer or as requested by the Commission.

E The Auditor or Deputy Auditor shall issue warrants for claims against the District. As soon as practical after issuance of such warrants, the Auditor shall provide a list of all warrants issued, and shall certify to the Commission that such

disbursements satisfy just, due and unpaid obligations of the District, in a manner specified by the State Auditor.

F If the Commission disapproves a paid claim on the District, the Auditor will request the Treasurer to recognize the claim as a receivable. The Treasurer and Auditor will pursue collection.

G The Auditor shall develop an annual audit plan, and conduct audits contained within the plan or other audits as may be requested by the Commission. The Auditor shall report to the Commission on the progress and results of such audits at least semi-annually. The Auditor, in the performance of his or her duties, shall have unlimited access to all activities, records, property and personnel of the District.

28 Commission Relationship w/ Chief Resource Officer (CRO)

A The Chief Resource Officer / CRO provides strategic direction to the Commission and to the District. The Chief Resource Officer / CRO reports to the Commission and shall serve as a member of executive management.

B The Commission is responsible for hiring and terminating the Chief Resource Officer / CRO.

C The Commission is responsible for evaluating the Chief Resource Officer / CRO's performance. The Commission shall solicit the General Manager / CEO's input in evaluating the performance of the Chief Resource Officer / CRO.

D The Chief Resource Officer / CRO is responsible for the following:

1. Advising the Commission and District management on long term power supply issues, including the potential for developing small modular reactors (SMR).
2. Advising the Commission and District management on Resource Adequacy.
3. Advising the Commission and District management on Columbia River Treaty issues.
4. Advising the Commission and District management on strategies for retail load growth.
5. Advising the Commission and District management on national or state-level mandated de-carbonization of the District's energy portfolio.
6. Advising the Commission and District management on such other strategic or technical issues the District may face, as requested by the Commission.

Formatted: Font: Cambria

Formatted: Gov_Head3

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Font: Cambria

Formatted: Normal, Indent: Left: 0.5"

Formatted: Normal

~~28~~29 Delegation to the General Manager / CEO

A In accordance with RCW 54.16.100, the General Manager / CEO is the chief administrative officer of the District, in control of all administrative functions and shall be responsible to the Commission for the efficient administration of the affairs of the District placed in his or her charge. In the absence or temporary disability of the General Manager / CEO, the General Manager / CEO shall, with the approval of the President of the Commission, designate some competent person as Acting Manager.

The General Manager / CEO may attend all meetings of the Commission and its committees, and take part in the discussion of any matters pertaining to the duties of his or her department, but shall have no vote.

The General Manager / CEO shall carry out the orders of the Commission, and see that the laws pertaining to matters within the functions of his or her department are enforced; keep the Commission fully advised as to the financial condition and needs of the districts; prepare an annual estimate for the ensuing fiscal year of the probable expenses of the department, and recommend to the commission what development work should be undertaken, and what extensions and additions, if any, should be made during the ensuing fiscal year, with an estimate of the costs of the development work, extensions, and additions; certify to the Commission all bills, allowances, and payrolls, including claims due contractors of public works; recommend to the Commission compensation of the employees of his or her office, and a scale of compensation to be paid for the different classes of service required by the district; hire and discharge employees under his or her direction; and perform such other duties as may be imposed upon the manager by resolution of the Commission.

B The General Manager / CEO is authorized to establish all further policies, make all decisions, take all actions, establish all practices, and develop all activities to achieve the goals set forth by the Commission for the District.

C The Commission shall develop policies that define the delegation to the General Manager / CEO with regard to the General Manager / CEO's authority.

D The General Manager / CEO must bring to the Commission's attention circumstances that affect the goals established by the Commission and may request the Commission to take appropriate actions.

E The Commission may change its delegation to the General Manager / CEO at any time, thereby expanding or limiting the authority of the General Manager / CEO. Whenever a particular delegation is in place, the Commission will abide by the General Manager / CEO's decisions in those areas that are delegated to him or her.

~~29~~30 Budget & Procurement Authority

A The Commission, by resolution, shall approve the District's budget prior to the start of each fiscal year.

B By resolution, the Commission shall set forth the authority of the General Manager / CEO to manage and expend District funds in accordance with financial policies and budgetary limits. Procurement of goods and services shall take place in accordance with applicable legal requirements in a fair, competitive and inclusive manner to maximize the benefit to the District's ratepayers/customers.

C The General Manager / CEO shall establish procurement controls that provide reasonable assurance that the procurement of goods and services are made for a valid business purpose and within authorized budget levels.

D It is District policy that all procurement decisions be made free from actual or perceived conflicts of interest consistent with the District's Code of Ethics.

E It is District policy that due diligence and prudent judgment be exercised in the making of procurement decisions, including conducting a risk assessment. If the General Manager / CEO reasonably determines that a procurement activity presents, regardless of the size of the financial commitment, either (i) a unique and significant operational risk to the District; or (ii) a significant impact to customers, the General Manager / CEO shall inform the Commission.

~~30~~31 Financial Policies

A The Commission, by resolution, shall adopt financial policies that provide guidance to the General Manager / CEO and Chief Financial Officer in managing the finances of the District and in developing budgets, financial plans and rates. At a minimum, these policies shall 1) provide for sufficient liquidity relative to the District's risk profile, 2) provide for adequate coverage to meet debt covenants, 3) establish criteria for debt and rate - financed capital expenditures, 4) require that budgets be developed based on conservative and prudent assumptions consistent with standard industry practice, and 5) establish budgetary and procurement controls over expenditures.

~~31~~32 Amendment of These Rules

A These rules may be amended or new rules adopted by a majority vote of the whole Commission, provided that the proposed amendments or new rules have been introduced into the record at a prior Commission meeting.

RESOLUTION NO. 8986

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 130-11080R, FOR DISTRIBUTION LINE TREE TRIMMING AND REMOVAL SERVICES TO DECEMBER 31, 2022

R e c i t a l s

1. Bids were publicly opened on January 5, 2022 for Contract 130-11080R, for Distribution Line Tree Trimming and Removal Services to December 31, 2022;

2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD's staff;

    - Basin Tree Service & Pest Control, Inc. $2,460,400.00

3. The low bid, submitted by Basin Tree Service & Pest Control, Inc. is both commercially and technically compliant with Grant PUD's contract requirements;

4. The bid is less than the Engineer's Estimate of $2,337,170.00 plus 15%; and

5. Grant PUD's Senior Manager of Power Delivery Construction Maintenance and Interim Chief Operating Officer concur with staff and recommend award to Basin Tree Service & Pest Control, Inc. as the lowest responsible and best bid based on Grant PUD's plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager is authorized to enter into a contract, Contract 130-11080R, for Distribution Line Tree Trimming and Removal Services to December 31, 2022 with Basin Tree Service & Pest Control, Inc. of Ephrata, Washington in the amount of $2,460,400.00 plus applicable sales tax, upon receipt of the required payment and performance bond in a manner satisfactory to Grant PUD's Counsel.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 22nd day of February, 2022.

_____
President

ATTEST:

_____
Secretary

_____
Vice President

_____
Commissioner

_____
Commissioner

M E M O R A N D U M January 17, 2022

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Interim Chief Operating Officer
Ron Alexander, Senior Manager of Construction and Maintenance

FROM: William Coe, Construction and Maintenance Engineer

SUBJECT: Award of Contract 130-11080R

Purpose: To request Commission approval of Contract 130-11080R to Basin Tree Service & Pest Control Inc. This contract is a labor contract to provide tree trimming and removal on the District's distribution system.

Discussion: This contract will allow for contract tree trimming and removal crews to address vegetation encroachments on the District's distribution system, fiber and electric. This work will include proactive trimming/removal of vegetation as to preserve the reliability of the District's distribution system. This one-year contract will allow all distribution facilities to be systematically addressed in 2022.

This contract is slightly different than previously approved trimming/removal contracts. Until this year, all trimming/removal activities were addressed on the transmission and distribution systems via one contract. Compliance considerations led to the development of two separate contracts, transmission and distribution. This contract will only address the distribution efforts.

This contract was bid as a two-year contract in late 2021; but the sole bidder, Basin Tree Service & Pest Control Inc., provided a bid of $4,424,164.00. This bid exceeded the engineer's estimate by more than 15%, thus the bid was invalid. The technical specifications were adjusted (reducing the clearance distance, thus reducing the trimming effort) and the contract was rebid as a one-year contract as presented here.

Justification: Procuring trimming/removal crews will allow us to continue to meet our customer service standard while avoiding vegetation caused outages. The District does not currently, nor has in the past, employed journey level tree trimmers and does not possess the required equipment to perform such work.

NERC's Reliability Standard, FAC -003, requires the District to address vegetation management. FAC-003 violations can result in the most severe penalties NERC can impose. This contract, in conjunction with the transmission trimming contract, will ensure that we remain fully compliant with this NERC requirement. Adequate vegetation management can also be considered a safety issue as it reduces the likelihood of wildfire risks that can be caused by tree-conductor contacts.

Financial Considerations: This is currently the only viable option to address the vegetation needs of our distribution system. Not approving this contract may result in vegetation related outages.

As stated above, the tree trimming/removal efforts are now split into two contracts. The two-year transmission contract was also recently awarded to the sole bidder - Basin Tree Service & Pest Control

Inc. for a price of $567,960.00. This one-year distribution contract (the subject of this request) also received only one bidder - Basin Tree Service & Pest Control Inc. for a price of $2,460,400.00.

The total cost of tree trimming/removal for only 2022 is $3,028,360.00. The previous contract included transmission and distribution efforts for two years (2020-2021) rather than one year and was awarded to Basin Tree Service & Pest Control Inc. for a price of $1,711,610.28. One possible reason for the significant price increase is due to a change in specifications. The District desires to increase the trimming clearance to lessen the likelihood of vegetation caused outages and improve overall system reliability.

In previous years, distribution vegetation was trimmed to:

> "Trim all trees to clear all distribution voltages by six feet above and six feet below with side clearance to three feet minimum"

The original bid solicitation for this contract, 11/3/2021, was for a two-year contract and stated:

> All trees near distribution lines shall be trimmed to a minimum clearance of 10 feet. The 10 feet requirement shall be measured as a radial distance from the conductor. No trees shall overhang the radial clearance distance.
>
> The increased trimming clearance from six feet to ten feet would have resulted in a significant increase in labor as compared to previous trimming requirements. Thus the bid received was for $4,424,164.00, greatly exceeding the engineer's estimate of $2,379,029.10.

This one-year contract includes trimming specifications stating:

> All trees near distribution lines shall be trimmed to a minimum horizontal clearance distance of 6 feet from vegetation and a minimum vertical clearance of 10 feet below the conductor. No trees shall overhang the horizontal clearance area.

Another possible factor in the price of tree trimming and removal is the lack of local competition. Basin Tree Service & Pest Control Inc. is the only local company that can perform this type of work on a large-scale volume such as this District-wide contract. Regional contractors would experience increased costs such as mobilization and worker compensation (such as per diem) expenses.
The District desires to address vegetation in the most economic, fiduciary, and proactive manner. The District will explore the possibility of employing its own tree trimming crews in the future.

Contract Specifics: This contract will allow contract crews to address vegetation issues for 2022. Options will be explored for future vegetation management needs.

Recommendation: Commission approval to award Contract 130-11080R to Basin Tree Service & Pest Control Inc. for a not-to-exceed total cost of $2,460,400.00.

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

From:	Ron Alexander
To:	Jeff Grizzel; Patrick Bishop; William Coe
Cc:	Alicia Reynolds
Subject:	RE: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution
Date:	Friday, January 21, 2022 3:48:02 PM

I also approve of the Commission Memo.

Ron

From: Jeff Grizzel <Jgrizzel@gcpud.org>
Sent: Friday, January 21, 2022 3:45 PM
To: Patrick Bishop <Pbishop@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; William Coe <Wcoe@gcpud.org>
Cc: Alicia Reynolds <areynolds@gcpud.org>
Subject: RE: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

Approved.

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Friday, January 21, 2022 3:38 PM
To: Jeff Grizzel <Jgrizzel@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; William Coe <Wcoe@gcpud.org>
Cc: Alicia Reynolds <areynolds@gcpud.org>
Subject: FW: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

Good afternoon,

We have Legal approval to move the subject Solicitation to the Commission Packet for review at the February 8th meeting. Prior to doing so, can each of you please acknowledge by return email that you approve the attached Commission Memo *which includes the requested revisions*? If you need to review anything else, all the information can be found at 130-11080R. Thank you.

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Friday, January 21, 2022 3:00 PM
To: Patrick Bishop <Pbishop@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

The edits to this version are acceptable as well.
Mitch

Mitchell P. Delabarre

General Counsel/Chief Legal Officer
Grant PUD
mdelaba@gcpud.org
509 793-1565

The information contained in this e-mail message is privileged, confidential and protected from disclosure. If you are not the intended recipient, dissemination, distribution or copying of the information contained herein is strictly prohibited. If you think you have received this e-mail message in error, please reply to mdelaba@gcpud.org or call (509) 793-1565.

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Thursday, January 20, 2022 3:33 PM
To: Mitchell Delabarre <Mdelaba@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

Mitch,

Since there has been two revisions to the memo since you previously provided the Legal review, can you please provide your concurrence once more? The revised memo can be found here and I will clean it up prior to Packet submission. Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Tuesday, January 18, 2022 8:53 AM
To: Patrick Bishop <Pbishop@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

Hi Pat,
The resolution is approved with one change. I would add “Interim” before the reference to Chief Operating Officer. Otherwise, this looks good.
Mitch

Mitchell P. Delabarre
General Counsel/Chief Legal Officer
Grant PUD
mdelaba@gcpud.org
509 793-1565

The information contained in this e-mail message is privileged, confidential and protected from disclosure. If you are not the intended recipient, dissemination, distribution or copying of the information contained herein is strictly prohibited. If you think you have received this e-mail message in error, please reply to mdelaba@gcpud.org or call (509) 793-1565.

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Tuesday, January 18, 2022 8:28 AM
To: Mitchell Delabarre <Mdelaba@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

Mitch,

Power Delivery Construction Maintenance is proceeding with an Award of Contract recommendation to the sole Bidder for the Subject Contract, Basin Tree and Pest Service. We rebid this project due to the original sole Bid submitted by Basin Tree and Pest Service coming in over the 15% allowance on the estimate. The rebid cut the duration from two years to work only in year 2022 and revised the specifications to reduce the required trimming. Can the draft Commission Memo and Resolution please be reviewed by Legal? They can be found here. Note that in Section 5 of the draft resolution, I referenced Chief Operating Officer since Jeff Grizzel is acting in that role and there has not been a backfill in the Managing Director position. If that needs to be revised please let me know. Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

From:	William Coe
To:	Patrick Bishop; Jeff Grizzel; Ron Alexander
Cc:	Alicia Reynolds
Subject:	RE: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution
Date:	Tuesday, January 25, 2022 6:47:45 AM

Approved

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Friday, January 21, 2022 3:38 PM
To: Jeff Grizzel <Jgrizzel@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; William Coe <Wcoe@gcpud.org>
Cc: Alicia Reynolds <areynolds@gcpud.org>
Subject: FW: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

Good afternoon,

We have Legal approval to move the subject Solicitation to the Commission Packet for review at the February 8th meeting. Prior to doing so, can each of you please acknowledge by return email that you approve the attached Commission Memo *which includes the requested revisions*? If you need to review anything else, all the information can be found at 130-11080R. Thank you.

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Friday, January 21, 2022 3:00 PM
To: Patrick Bishop <Pbishop@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

The edits to this version are acceptable as well.
Mitch

Mitchell P. Delabarre
General Counsel/Chief Legal Officer
Grant PUD
mdelaba@gcpud.org
509 793-1565

The information contained in this e-mail message is privileged, confidential and protected from disclosure. If you are not the intended recipient, dissemination, distribution or copying of the information contained herein is strictly prohibited. If you think you have received this e-mail message in error, please reply to mdelaba@gcpud.org or call (509) 793-1565.

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Thursday, January 20, 2022 3:33 PM

To: Mitchell Delabarre <Mdelaba@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

Mitch,

Since there has been two revisions to the memo since you previously provided the Legal review, can you please provide your concurrence once more? The revised memo can be found here and I will clean it up prior to Packet submission. Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Tuesday, January 18, 2022 8:53 AM
To: Patrick Bishop <Pbishop@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

Hi Pat,
The resolution is approved with one change. I would add “Interim” before the reference to Chief Operating Officer. Otherwise, this looks good.
Mitch

Mitchell P. Delabarre
General Counsel/Chief Legal Officer
Grant PUD
mdelaba@gcpud.org
509 793-1565

The information contained in this e-mail message is privileged, confidential and protected from disclosure. If you are not the intended recipient, dissemination, distribution or copying of the information contained herein is strictly prohibited. If you think you have received this e-mail message in error, please reply to mdelaba@gcpud.org or call (509) 793-1565.

From: Patrick Bishop <Pbishop@gcpud.org>

Sent: Tuesday, January 18, 2022 8:28 AM
To: Mitchell Delabarre <Mdelaba@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022 - Legal review of Commission Memo and Resolution

Mitch,

Power Delivery Construction Maintenance is proceeding with an Award of Contract recommendation to the sole Bidder for the Subject Contract, Basin Tree and Pest Service. We rebid this project due to the original sole Bid submitted by Basin Tree and Pest Service coming in over the 15% allowance on the estimate. The rebid cut the duration from two years to work only in year 2022 and revised the specifications to reduce the required trimming. Can the draft Commission Memo and Resolution please be reviewed by Legal? They can be found here. Note that in Section 5 of the draft resolution, I referenced Chief Operating Officer since Jeff Grizzel is acting in that role and there has not been a backfill in the Managing Director position. If that needs to be revised please let me know. Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

Contract Documents 130-11080R

Distribution Line Tree Trimming and Removal Services to December 31, 2022

for

Public Utility District No. 2
of Grant County, Washington

Bid Due Date: January 4, 2022

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS 1

1. SUBMISSION OF BID 1
2. COMPLIANCE WITH BIDDING DOCUMENTS/BIDDER'S EXCEPTIONS 1
3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS 2
4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS 2
5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID 2
6. BID DELIVERY RESPONSIBILITY 2
7. BID EVALUATION 2
8. BIDDER'S DATA/SUBMITTALS 3
9. BIDDER RESPONSIBILITY CRITERIA 4
10. BID BOND 5
11. REFUSAL TO EXECUTE CONTRACT 5
12. PAYMENT AND PERFORMANCE BOND 6
13. WAIVE MINOR ERRORS 6
14. DISTRICT'S RIGHT TO REJECT BIDS 6
15. PUBLIC RECORDS ACT 6
16. EXAMINATION OF SITE 6
17. CONTRACT DOCUMENTS 7
18. BIDDER QUESTIONS OR CLARIFICATIONS 7

GENERAL CONDITIONS 8

GC-1. FORM OF CONTRACT 8
GC-2. DEFINITIONS 8
GC-3. SUSPENSION OF WORK/TERMINATION OTHER THAN FOR DEFAULT 9
GC-4. TERMINATION FOR DEFAULT/NONCOMPLIANCE 10
GC-5. ASSIGNMENT 11
GC-6. INDEMNITY 11
GC-7. LAWS, REGULATIONS, PERMITS 12
GC-8. DAMAGES 12
GC-9. INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES 13
GC-10. CORRECTION OF WORK/WARRANTY 13
GC-11. CHANGES IN WORK 14
GC-12. PAYMENT/RETAINAGE 16
GC-13. PAYMENTS WITHHELD 16
GC-14. ACCEPTANCE AND FINAL PAYMENT 17
GC-15. DISTRICT REPRESENTATIVE'S STATUS, AUTHORITY AND PROTEST PROCEDURE 18
GC-16. COOPERATION WITH OTHERS 19
GC-17. WAGES PAID BY THE CONTRACTOR 19
GC-18. INSURANCE 19
GC-19. SAFETY 22
GC-20. INSPECTION 23
GC-21. CONFLICT AND PRECEDENCE/INTENT 23
GC-22. PRE-WORK CONFERENCE 23
GC-23. PROGRESS MEETINGS 24
GC-24. DELAYS AND EXTENSIONS OF TIME 24
GC-25. AUDIT OF RECORDS 25
GC-26. DISTRICT'S USE OF CONSTRUCTION AND/OR EQUIPMENT 25
GC-27. ENVIRONMENTAL CONTROL 25
GC-28. TAXES 26

GC-29. BOND IN LIEU OF RETAINAGE 26
GC-30. NON-WAIVER 27

SPECIFIC REQUIREMENTS 28

SR-1. SCOPE OF WORK/WORK TO BE PERFORMED BY THE CONTRACTOR 28
SR-2. COMPLETION SCHEDULE 28
SR-3. MATERIALS AND EQUIPMENT 28
SR-4. MOBILIZATION 28
SR-5. NOISE CONTROL 29
SR-6. CONTRACTOR WORK HOURS 29
SR-7. CUSTOMER RELATIONS 29
SR-8. DUST AND SPRAY CONTROL 30
SR-9. UTILITIES 30
SR-10. CLEANING UP 30
SR-11. ARCHAEOLOGICAL RESOURCES 30
SR-12. PHYSICAL SECURITY 31
SR-13. SECURITY, SAFETY AWARENESS TRAINING, AND DAM SAFETY AWARENESS TRAINING 31

CONTRACTOR SAFETY REQUIREMENTS 33

CS-1. PURPOSE 33
CS-2. GENERAL 33
CS-3. SPECIALIZED WORK 35

TECHNICAL SPECIFICATIONS 37

EXHIBIT “A” – BID FORM 38

EXHIBIT “B” – BID BOND 43

EXHIBIT “C” – CONTRACT FORM 44

EXHIBIT “D” – PAYMENT AND PERFORMANCE BOND 45

EXHIBIT "E" – CHANGE ORDER 47

EXHIBIT "F" – DISTRICT INSTRUCTIONS 48

EXHIBIT “G” – CONTRACTOR CHANGE ORDER PROPOSAL 49

EXHIBIT “H” – CERTIFICATE OF COMPLETION AND RELEASE 50

EXHIBIT “I” – COLLECTIVE BARGAINING AGREEMENT, SECTION 2.5 52

EXHIBIT “J” – BOND IN LIEU OF RETAINAGE 53

EXHIBIT “K” – NOTICE TO PROCEED 55

EXHIBIT “L” – MAP 56

EXHIBIT “M” - POLE LOCATION DETAILS 57

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID

Sealed Bids shall be received by Public Utility District No. 2 of Grant County, Washington at the District's contracting offices at 154 A Street SE, Ephrata, Washington no later than 2:00 p.m. on January 4, 2022 for Distribution Line Tree Trimming and Removal Services to December 31, 2022 as specified in Contract Documents 130-11080R. Bids received after that time shall be rejected as non-responsive. **Bids will be opened on January 5, 2022 at 2:00 p.m. via Microsoft Teams video conference. Note that all District facilities are currently closed to the public until further notice and the video conference will be the only manner by which the public can participate in the Bid opening. To participate in the Bid opening, please join the Teams meeting below:**

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 509-703-5291,,791968647# United States, Spokane

Phone Conference ID: 791 968 647#

Find a local number | Reset PIN

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

Patrick Bishop, Procurement Officer
Public Utility District No. 2
of Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, Washington 98823

Phone: (509) 793-1556
E-mail: Pbishop@gcpud.org

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

Contract Documents: 130-11080R
Bid for: Distribution Line Tree Trimming and Removal Services to December 31, 2022
Bid due date: January 4, 2022
Bid opening date: January 5, 2022

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

2. COMPLIANCE WITH BIDDING DOCUMENTS/BIDDER'S EXCEPTIONS

Bids shall be submitted on the Bid Form (see Exhibit "A") provided with the Contract Documents. All Bid proposals must be quoted in U.S. dollars. Any submittals or data which may be required by

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

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

3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS

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

4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS

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

5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID

The Bidder may, without prejudice to itself, withdraw, modify or correct a proposal after it has been deposited with the District; provided such withdrawal, modification, or correction is filed with the District in writing, before the time set for receiving Bids. The original Bid, as modified, shall be considered as the proposal submitted by the Bidder.

6. BID DELIVERY RESPONSIBILITY

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

7. BID EVALUATION

For the purposes of evaluating Bids, the District will consider a number of factors and will not evaluate based on cost alone. The District may let the Contract to the lowest responsible Bidder or

Bidders based upon the plans and specifications, price and any other factors considered. Consideration will be given to the following:

A. Total Bid Price.

B. Bidder's Data (See Instruction No. 8 which follows). **NOTE: Any sealed Bid which does not contain all Bidder's Data indicated in Section 8 as "required" shall be rejected.**

C. Bidder's compliance with the Contractor Safety Requirements specified in these Contract Documents. **Bids that take exception to these requirements shall be rejected.**

D. All elements or factors which shall affect the final cost to or benefits to be derived by the District, which may include, but not be limited to:

1. The ability, capacity, and skill of the Bidder to perform the Contract or provide the services required;

2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;

3. Whether the Bidder can perform the Contract within the time specified;

4. The quality of performance of previous contracts or services; and

5. The previous and existing compliance by the Bidder with laws relating to the Contract or services.

6. Whether, within the three year period immediately preceding the date of this Bid solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

8. BIDDER'S DATA/SUBMITTALS

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

A. **REQUIRED or Bid shall be rejected**. Bidder shall submit on the Bid Form the names of Subcontractors who shall perform the HVAC (heating, ventilation, and air conditioning), plumbing and electrical work, and structural steel and rebar installation, or name itself.

B. Bidder shall submit on the Bid Form the names of any Subcontractors proposed to perform work under this Contract. Bidder shall attach experience and qualifications of Subcontractors with Bid Form.

The Contractor may subcontract or sublet only such part or parts of the work covered by the Contract Documents as the District may approve. In no event shall Contractor subcontract more than 25% of the work. Subcontractors solely for the convenience or profit of the Contractor may not be approved if, as determined by the District, they would have an adverse effect upon the job. The District shall be the sole judge of such effect.

The District reserves the right to refuse any person or organization (Subcontractor) to participate in the work covered by this Contract Document. Contractor shall bind every Subcontractor to, and every Subcontractor must agree to be bound by the terms of the Contract Documents, as far as applicable to the Subcontractor's work. No subcontract shall relieve the Contractor of their responsibilities and the Contractor agrees that they are fully responsible to the District for the acts and omissions of their Subcontractors and of persons employed either directly or indirectly by them. Upon request, the Contractor shall supply the District Representative with two copies of all subcontracts. Nothing contained in the Contract shall create any contractual relationship between any Subcontractor and the District.

C. Statement of experience. Each Bidder shall submit a detailed description of the Bidder's previous experience in tree trimming and tree removal. The Bidder shall include sufficient facts regarding their technical and business organization to enable the District to make an informed decision relating to the qualification of the Bidder to perform the specific work called for in this Contract Document. The Bidder shall have a minimum of five years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements. If any proposed Subcontractors shall be used to meet the Contractor's experience requirements specified in this section, the Subcontractor's experience shall be provided.

D. Bidder shall submit a list of major equipment proposed by Bidder for use in the installation work. List shall include year of manufacturer of bucket/boom truck. See Technical Specifications for limitations on age of equipment.

E. The Bidder shall be certified under OSHA Regulation 1910.269 (r) (s) and (t) for Line Clearance Tree Trimming.

F. Bidder shall submit with their Bid, a sample of previous work documenting work activity at specific locations using global positioning system (GPS) coordinates.

G. Bidder shall submit with their Bid the names and experience of the leadworker/supervisory personnel proposed to perform work under this Contract. Documentation shall confirm that each proposed leadworker/supervisor overseeing labor crews under this Contract has passed a journey status examination or provide a resume documenting experience and training equivalent to a journey level worker.

9. BIDDER RESPONSIBILITY CRITERIA

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

A. At the time of Bid submittal, the Bidder must have a certificate of registration in compliance with RCW 18.27;

B. Have a current Washington State Unified Business Identifier (UBI) number;

C. If applicable, have Industrial Insurance (worker's compensation) coverage for the Bidder's employees working in Washington State as required in Title 51 RCW;

D. If applicable, have an Employment Security Department number as required in Title 50 RCW;

E. If applicable, have a Washington State Department of Revenue state excise tax registration number as required in Title 82 RCW; and

F. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

G. Within the three year period immediately preceding the date of this Bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

H. Have attended training from the department of labor and industries or a training program approved by the department of labor and industries relating to the requirements associated with public works and prevailing wage under chapter 39.04.350 RCW and chapter 39.12 RCW.

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

10. BID BOND

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

11. REFUSAL TO EXECUTE CONTRACT

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

liquidated damages for such failure or refusal, and the District may thereupon award the Contract to any other Bidder.

12. PAYMENT AND PERFORMANCE BOND

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

13. WAIVE MINOR ERRORS

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

14. DISTRICT'S RIGHT TO REJECT BIDS

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

15. PUBLIC RECORDS ACT

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

16. EXAMINATION OF SITE

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

No site inspections are scheduled. For specific questions regarding the work sites or locations noted in Exhibit "L" and/or Exhibit "M" prospective Bidders may contact the District Representative, William Coe, by email at Wcoe@gcpud.org.

17. CONTRACT DOCUMENTS

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

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

18. BIDDER QUESTIONS OR CLARIFICATIONS

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

GENERAL CONDITIONS

GC-1. FORM OF CONTRACT

The form of the Contract shall be lump sum and unit price type.

GC-2. DEFINITIONS

Whenever these words occur in the Contract Documents, they shall have the following meanings:

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

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

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

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

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

"BIDDER" - Any person or entity who submits a Bid.

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

"CONTRACT DOCUMENTS" - The Contract Documents shall include all sections listed in the Table of Contents.

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

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

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

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

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

"PROMPT PAYMENT DISCOUNT" - As provided for on the Bid Form, Contractor may accept the prompt payment discount of 2% 10 days, which shall mean, if the District issues payment within

10 days, the payment due shall be reduced by 2%. A payment is considered made on the day it is mailed or is sent through electronic or wire transfer.

"SUBCONTRACTOR" - A contractor hired by the Contractor to perform a portion of the work covered by these Contract Documents.

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

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

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

A. Upon receipt of any such notice, the Contractor shall:

1. Immediately discontinue work as specified in the notice;
2. Place no further orders or subcontracts for material, services, or equipment with respect to suspended or terminated work;
3. Promptly suspend or terminate all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended or terminated;
4. Continue to protect and maintain the work, including those portions on which work has been suspended;
5. Assist District Representative or District in the maintenance, protection, and disposition of work in progress, plant, tools, equipment property, and materials acquired by Contractor or furnished by Contractor under this Contract; and
6. Complete performance of the work which is not terminated.

B. As full compensation for such suspension the Contractor shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge, as determined to be equitable by the District Representative, to be paid to the Contractor during a period of suspension of work sufficient to compensate the Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the work in a standby status;
2. All reasonable costs, as determined to be equitable by the District Representative, associated with any demobilization and remobilization of the Contractor's plant, forces, and equipment;
3. Any claim on the part of the Contractor for additional time or compensation shall be made within 10 days after receipt, by Contractor, of a notice to suspend work. Failure to submit a claim within the 10 day period shall constitute a waiver of any such claim; and
4. In no event shall the amount to be paid the Contractor pursuant to this section exceed the Contract Price.

C. Upon receipt of notice to resume suspended work, the Contractor shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of the Contractor for time or compensation shall be made within 10 days after receipt of notice to resume work and the Contractor shall submit a revised project schedule for review.

D. Upon delivery of a written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of any such notice, the Contractor shall take all appropriate steps in part A of this Section GC-3.

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

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

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

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

GC-4. TERMINATION FOR DEFAULT/NONCOMPLIANCE

A. Acts of Default

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

B. Consequences of Default

In the event of default, the District may immediately, without limiting any other remedy available to it in law or equity, withhold any amount otherwise due under the Contract. The District shall provide written notice of default. In the event the default can be cured,

and Contractor fails to correct the default within 10 days after written notice of default, the District may terminate the Contractor's right to proceed with all or any portion of the work. The District's right to liquidated damages shall not in any manner limit any other remedy available to the District, including but not limited to, the District's right to terminate the Contractor's right to proceed.

C. Noncompliance

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

GC-5. ASSIGNMENT

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

GC-6. INDEMNITY

A. Contractor shall be responsible for any and all damage, loss or injury of any kind or nature whatsoever, direct or indirect, to person or property arising out of or in any manner connected with or caused by or resulting from or suffered in connection with the execution of the work provided for in this Contract, or in connection therewith. Contractor agrees to defend, indemnify and hold harmless the District and its representatives (which terms shall be deemed to include directors, officers, employees, agents, and servants, and any other persons directly or indirectly engaged in any activity connected with the performance of the work under the Contract Documents) from and against any and all liabilities, claims, losses, damages or expenses, including reasonable legal fees, and expert witness fees, which may be incurred or sustained by the District or any of their respective employees, by reason of any act, omission, misconduct, negligence, or default on the part of the Contractor or any Subcontractor of the Contractor, and any employees of the Contractor or Subcontractor and except as may otherwise be provided by applicable law. Contractor specifically assumes liability for actions brought by Contractor's own employees against the District and for that purpose Contractor specifically waives any immunity under the Workers Compensation Act, RCW Title 51. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by District, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

B. The District shall not be responsible or be held liable for any damage to person or property consequent upon the use, misuse or failure of any crane, hoist, rigging, blocking, scaffolding or other equipment used by the Contractor or any of its Subcontractors, even though the said

crane, hoist, rigging, blocking, scaffolding, or other equipment be furnished or loaned to the Contractor by the District. The acceptance and/or use of any such crane, hoist, rigging, blocking, scaffolding or other equipment by the Contractor or its Subcontractors shall be construed to mean that the Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse or failure of such apparatus whether such damages by its own employees or property or to the employees or property of other Contractors, the District, or otherwise.

C. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the Contractor. In the event of damages to person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence.

D. Contractor acknowledges that by entering into a contract with the District, Contractor has mutually negotiated the above indemnity provisions with the District. Contractor's indemnity and defense obligations shall survive the termination or completion of the Contract and remain in full force and effect until satisfied in full.

GC-7. LAWS, REGULATIONS, PERMITS

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

All written instruments, agreements, specifications and other writing of whatsoever nature which relate to or are a part of this Contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. The rights and obligations of the District and Contractor shall be governed by the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Contract shall be exclusively in the Superior Court, County of Grant, State of Washington or the Federal District Court for the Eastern District of Washington at the District's sole option. In the event of litigation to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable legal fees in addition to any other relief allowed.

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

GC-8. DAMAGES

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

GC-9. INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES

It is understood and agreed that in all work covered by the Contract, the Contractor shall act as an independent contractor, maintaining complete control over its employees and all of its Subcontractors. The Contractor shall perform the work in accordance with its own methods, subject to compliance with the Contract. The Contractor shall perform the work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its Subcontractors, and shall not employ or permit to be employed on the work any unfit person or anyone unskilled in the work assigned to them.

The Contractor shall designate in writing before starting work competent, authorized site representative(s) who shall be authorized to represent and act for the Contractor in all matters relating to the Contract. The Contractor's letter designating representative(s) shall clearly define the scope of their authority to act for the Contractor and define any limitations of this authority. Said authorized representative(s) shall be present at the site of the work at all times when work is in progress. Arrangements acceptable to the District shall be made for any emergency work which may be required. The Contractor's authorized representative(s) shall be supported by competent assistants as necessary, and the authorized representative(s) and assistants shall all be satisfactory to the District. All directions given to the authorized representative(s) by the District shall be binding as if given to the Contractor.

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

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

GC-10. CORRECTION OF WORK/WARRANTY

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

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

Contractor warrants any and all corrective action against defects in design, materials, and workmanship for a period of 12 months following acceptance by District of the corrected work.

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

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

GC-11. CHANGES IN WORK

Without invalidating the Contract, the District may make changes by altering, adding or deducting from the work, and/or make changes in the drawings and specifications requiring changes in the work and/or materials and equipment to be furnished under this Contract; provided such additions, deductions or changes are within the general scope of the Contract. Except as provided herein, no official, employee, agent or representative of the District is authorized to approve any change in this Contract and it shall be the responsibility of the Contractor before proceeding with any change, to satisfy itself that the execution of the written Change Order has been properly authorized on behalf of the District. The District's management has limited authority to approve Change Orders. The current level and limitations of such authority are set forth in District Resolution No. 8609 which may be amended from time to time. Otherwise, only the District's Board of Commissioners may approve changes to this Contract.

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

A. Unit prices specified in the Contractor's Bid proposal, if any.

B. An agreed lump sum. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including, as applicable:

   1. Detailed proposed labor categories, hours, and rates.
   2. Specific materials and quantities.
   3. Equipment and equipment hours.

C. Actual Cost

   1. Labor, including foreman, only for employees who will work directly on the work covered by the Change Order.
   2. Payroll taxes and fringe benefits.
   3. Materials entering permanently into the work.
   4. The ownership or rental cost of plant and equipment during the time of use on the project.
   5. Power and consumable supplies for the operation of power equipment.

6. Insurance and bonding.
7. The Contractor may include a fixed fee (overhead plus profit) not to exceed 15% to the sum of Items 1 through 6. This fixed fee shall include:
    a. Reproduction and printing costs including electronic media.
    b. Communication costs including all phones, faxes, Internet, postage, shipping, delivery, couriers.
    c. Computer software, printers, scanners, office machines and related costs of operation including consumables.
    d. Indirect and overhead burden.
    e. Profit.
8. For any work performed by a Subcontractor, the Contractor's fixed fee is limited to 6%. Items 1 through 7 also apply to the Subcontractor.

When a change is ordered by the District, as provided herein, a Change Order shall be executed by the District and the Contractor before any Change Order work is performed. The District shall not be liable for any payment to Contractor, or claims arising therefrom, for Change Order work which is not first authorized in writing as set forth in this section. All terms and conditions contained in the Contract Documents shall be applicable to Change Order work. Change Orders shall be issued on the form attached as Exhibit "E" and shall specify any change in time required for completion of the work caused by the Change Order and, to the extent applicable, the amount of any increase or decrease in the Contract Price.

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

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

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

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

GC-12. PAYMENT/RETAINAGE

Contractor may submit an invoice monthly for approval and payment by the District for the portion of work satisfactorily completed during the previous month for each Bid Item as shown on the Bid Form and for materials and/or equipment properly stored on District property. The invoice shall itemize the completed work by reference to the particular Bid Item as shown on the Bid Form. Units completed must be clearly identified on any items with unit prices on the Bid Form. Payment shall be made in accordance with the prices specified on the Bid Form. The District Representative shall make the determination as to the percentage of completion (or number of units) of each Bid Item for payment purposes. The District will make payment to Contractor within 30 days after District's receipt and approval of said invoice. If accepted by the Contractor on the Bid Form and the District issues payment within 10 days, the payment due shall be reduced by 2%.

Invoices shall include the Contract number 130-11080R 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

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.

GC-13. PAYMENTS WITHHELD

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

A. Defective or damaged work not remedied or warranties not met.

B. Claims filed or reasonable evidence indicating filing of claims against the Contractor.

C. Failure of the Contractor to make payments properly to Subcontractors or for materials, labor, or equipment.

D. A reasonable doubt that the Contract can be completed for the balance then unpaid.

E. Damage to another Contractor.

F. Damage to or loss of District-furnished materials or District property.

G. Contractor's failure to meet any performance warranties required by the Contract Documents.

H. Contractor's liability for payments due to the District as the result of terms and conditions of these Contract Documents.

The Contractor shall provide a contact name, address, and email address to facilitate notification if any payment, or portion of any payment, is withheld for any of the reasons above, or for missing documentation or items incorrectly invoiced. Notification shall be made via email, or shall be mailed, properly addressed and stamped with the required postage to the person designated by the Contractor.

GC-14. ACCEPTANCE AND FINAL PAYMENT

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

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

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

Sixty days after Final Acceptance, retainage may be released to the Contractor; provided, however, that there are no claims filed of materialmen or laborers and that the District has received the certificate of the Washington State Department of Revenue of payment in full of all taxes, Employment Security Department release, the approved Washington State Department of Labor and Industries Certificate of Release of the State's Lien on Public Works Contracts form and the approved affidavit showing payment of prevailing wages for the Contractor and any Subcontractors. If any liens remain unsatisfied from the retainage, the Contractor shall refund to the District such amounts

as the District may have been compelled to pay in discharging such liens including all costs and reasonable legal fees.

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

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

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

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

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

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

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

William Coe
Public Utility District No. 2
of Grant County, Washington
PO Box 878
Ephrata, WA 98823
(509) 754-6756
Wcoe@gcpud.org

GC-16. COOPERATION WITH OTHERS

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

GC-17. WAGES PAID BY THE CONTRACTOR

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

Prior to any payments being made to Contractor, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor shall file a "Statement of Intent to Pay Prevailing Wages" which has been approved by the Department of Labor and Industries as required by RCW 39.12.040.

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

For Bid Item Nos. 13, 14, 15 and 16: Pursuant to RCW 54.04.070 7(e), Intents and Affidavits for prevailing wages paid must be submitted annually for all work completed by the Contractor and any Subcontractors used within the previous twelve-month period of the unit priced contract. Any filing costs associated with Intents and Affidavits shall be included in the Total Bid Price.

GC-18. INSURANCE

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

Contractor Required Insurance

1. **General Liability Insurance:** Commercial general liability insurance, covering all operations by or on behalf of Contractor against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:

   a. Premises and Operations;

   b. Products and Completed Operations;

   c. Contractual Liability;

   d. Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract);

   e. Pollution Liability (sudden and accidental);

   f. Such insurance shall not exclude coverage for action-over liability claims;

   g. Such insurance shall not exclude coverage for Explosion (X), Collapse (C) and Underground Hazards (U).

   with the following **minimum limits:**

   h. $1,000,000 Each Occurrence

   i. $1,000,000 Personal Injury Liability

   j. $2,000,000 General Aggregate (per project)

   k. $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 and completed 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 $1,000,000 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.

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

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 Contract. All coverage for Subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Contractor shall furnish the District with copies of certificates of insurance evidencing coverage for each Subcontractor upon request.

D. Cancellation of Insurance - The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse. Insurance companies 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 email.

GC-19. SAFETY

The Contractor shall comply with the safety requirements of these Contract Documents, all District policies pertaining to COVID-19 located at https://www.grantpud.org/for-contractors and the current version of the applicable requirements of the following codes and standards (including reports and records as required) which includes but are not limited to:

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

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

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

GC-20. INSPECTION

The District Representative, assistants and inspectors shall have access to all places where work is being done or where materials are being manufactured or prepared for use under these Contract Documents and they shall have full access to facilities for unrestricted inspection during working hours of such materials, equipment and work. The District Representative, assistants and inspectors shall be authorized to record their observations in any manner reasonable, including but not limited to recording by photographs.

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

GC-21. CONFLICT AND PRECEDENCE/INTENT

A. In the event there are any conflicting provisions or requirements in the component parts of the Contract, the several Contract Documents shall take precedence in the following order:

1. Change Orders
2. Contractor Safety Requirements
3. Contract Form
4. Addenda
5. Specific Requirements
6. General Conditions
7. Technical Specifications
8. Map (Exhibit “L”)
9. Pole Location Details (Exhibit “M”)
10. Instructions to Bidders
11. Payment and Performance Bond
12. Bid Proposal

B. The intent of the Contract Documents is to prescribe a complete work. Contractor shall furnish all labor, tools, equipment, transportation, supplies and incidentals required to complete all work. The Contract Price, whether lump sum or unit prices or a combination thereof, shall be full pay for all work and equipment required to fully complete the Contract work.

GC-22. PRE-WORK CONFERENCE

The Contractor, upon notification by the District, may be required to attend a pre-work conference prior to starting any work. The purpose of the conference is to discuss, among other considerations, the responsibility of the Contractor and its Subcontractors in the prosecution and progress of the work.

The conference, if any, shall be held on a date mutually agreed upon by the Contractor and the District Representative.

GC-23. PROGRESS MEETINGS

Progress review meetings shall be held at regular intervals as deemed necessary by the District Representative. Progress meetings shall be utilized to review the work schedule and discuss any delays, unusual conditions, or critical items which have affected or could affect the progress of the work.

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

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

GC-24. DELAYS AND EXTENSIONS OF TIME

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

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

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

the completion of the whole work within the time herein specified shall constitute avoidable delays for which no time extension shall be granted.

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

GC-25. AUDIT OF RECORDS

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

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

A. The District shall have the right to take possession of, use and collect revenues from any completed, partially completed, satisfactory or unsatisfactory portions of the work after the time for completion of the work has expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

B. The District shall be responsible for damages incurred as a result of use of the work except when such damages occur as a result of uncompleted work or faulty workmanship or materials. Prior to using any portion of the work, the District may notify the Contractor of inventory of work yet to be completed.

C. During the progress of the work it may be necessary for the District to have access to the facilities to install certain material.

D. The District shall have the right to operate all equipment as soon and as long as it is in operational condition, whether or not such equipment has been accepted as complete and satisfactory, except that this shall not be construed to permit operation of any equipment which may be materially damaged by such operation before any required alterations or repairs have been made. All repairs or alterations required by the Contractor shall be made by the Contractor at such times as directed and in such manner as shall cause the minimum interruption in the use of the equipment by the District.

GC-27. ENVIRONMENTAL CONTROL

The Contractor and Subcontractors shall comply with all applicable state and federal environmental regulations. Contractor shall take suitable measures and provide suitable facilities to prevent pollution, oil and chemical spills, soil erosion and the introduction of any substances or materials into any stream, river, lake or any other body of water which may pollute or silt the water or constitute substances or materials deleterious to fish or wildlife. Further, Contractor shall use all reasonable efforts to maintain the site of the work free from fugitive dust (i.e. dust that becomes airborne or

visual). Contractor shall be responsible for all cost of corrective measures required as a result of any pollution, erosion or siltation, including its effects on adjacent properties.

GC-28. TAXES

A. Except for the Washington State retail sales and use taxes as may be levied upon the Contract, pursuant to RCW Chapters 82.08 and 82.12, the Contract Price includes and the Contractor shall have the full exclusive liability for the payment of all taxes, levies, duties and assessments of every nature due and payable in connection with this Contract or its employees and Subcontractors performing work related to this Contract.

B. Washington State retail sales tax and use taxes levied upon this Contract pursuant to RCW Chapters 82.08 and 82.12 are excluded from the rates and if applicable will be reimbursed as follows:

1. If the Contractor has, or is required to have a valid Washington State sales tax identification number, the identification number shall be furnished to the District upon request. The Contractor shall make payment of any Washington State retail sales and use taxes due and Contractor shall be reimbursed by the District for the same. Contractor shall be solely responsible for any interest or penalties arising from late or untimely payment of said taxes.

2. If the Contractor is not required to have a valid Washington State sales tax identification number, it shall notify the District of the same. In such event, the District, after receiving proper invoices from Contractor, shall make payment of said Washington State retail sales and use taxes levied upon this Contract to the Washington State Department of Revenue.

GC-29. BOND IN LIEU OF RETAINAGE

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

GC-30. NON-WAIVER

No waiver of any provision of this Contract, or any rights or obligations of either party under this Contract, shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. The failure of either party to require the performance of any term of this Contract or the waiver of either party of any breach under this Contract shall not operate or be construed as a waiver of any other provision hereof, nor shall it be construed as a waiver of any subsequent breach by the other party hereto.

SPECIFIC REQUIREMENTS

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

The Contractor shall furnish all materials, equipment, machinery, tools, plant, labor, and transportation to perform the work specified in these Contract Documents for the Distribution Line Tree Trimming and Removal Services to December 31, 2022 located at located in Grant County, Washington.

SR-2. COMPLETION SCHEDULE

The Contractor shall not commence any work under this Contract until after all of the following: (1) receipt of notification of Contract Award; (2) full execution of the Contract Form; (3) providing the required Payment and Performance Bond; (4) providing the required Insurance Certificates; (5) attending the pre-work conference, if any; (6) acceptance by the District of the Contractor's Accident Prevention Plan (APP), as applicable; and (7) receipt of Notice to Proceed signed by the District. The Contractor shall complete such work in a diligent and workmanlike manner.

Distribution line tree trimming and removal services shall be completed in the 12 areas specified on the Bid Form and as shown on the attached Map (Exhibit "L") and including the Pole Location Details (Exhibit "M"). The Contractor shall complete tree trimming and removal (Bid Item Nos. 1 thru 12) beginning upon receipt of Notice to Proceed and ending December 29, 2022. The District anticipates issuing the Notice to Proceed on approximately February 21, 2022.

The District makes no guarantees as to the actual amount of work to be performed for Bid Items 13, 14, 15 and 16. The Contractor shall not be entitled to any anticipated revenue, profit or damages with respect to unperformed services. The District Representative may direct that tree trimming shall not be performed in certain areas.

SR-3. MATERIALS AND EQUIPMENT

A. Materials Furnished By Contractor

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

B. Materials Furnished By District

None.

SR-4. MOBILIZATION

A. Mobilization shall consist of preparatory operations performed by the Contractor, including, but not limited to, those necessary for the movements of its personnel, equipment, supplies, District-supplied material and incidentals to the project site or any District-owned property adjacent to the project site; for the establishment of its field office, buildings and other facilities necessary for work on the project.

B. Mobilization is prohibited prior to the Contractor's receipt of a Notice to Proceed signed by the District. The District reserves the right to deem the Contractor non-compliant per Section GC-4 should it attempt to mobilize prior to receiving the Notice to Proceed.

C. The cost of Mobilization shall be included in the Total Bid Price.

SR-5. NOISE CONTROL

A. The Contractor shall take special precautions to reduce the noise level from work activities. Noise of work shall be kept from exceeding, as a criterion, the NCA 45 curve inside rooms of adjoining buildings with windows kept closed.

B. All operations shall be conducted in such a way that employees of the Contractor and District or any other persons are not subjected to noise levels in excess of those prescribed in the Walsh-Healy Act, on occupational noise exposure.

C. No blasting, air-hammering, excavation or other high noise level operations as determined by the District shall be permitted outside of daylight hours.

SR-6. CONTRACTOR WORK HOURS

All work required to be performed by Contractor shall normally be done between the hours of 6:00 a.m. and 4:30 p.m., Monday through Thursday, exclusive of District observed holidays or as identified in the approved schedule. Contractor shall provide a minimum 72 hour notice to the District Representative if at any time it becomes necessary or Contractor desires to work at times other than those specified herein or as approved in advance by the District. Approval of any proposed alternative work schedule shall be at the sole discretion of the District Representative.

For every hour the Contractor works in excess of the approved work schedule, or works in excess of 40 hours per week, the District shall deduct and retain from the Contract Price, $125.00 per manhour to cover the District's direct and incidental costs including overhead and overtime payroll costs, required for the inspection and observation of work performed outside of the normal work hours specified above or as identified in the approved schedule. If the unapproved hours or excess hours increase the number of days of work per week, two hours will be charged, in addition to the actual hours, for District's additional travel and preparation time. District observed holidays are as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

SR-7. CUSTOMER RELATIONS

Contractor agrees that its personnel and equipment shall at all times present a neat appearance; all work shall be done, all contacts with customers and all complaints handled with due regard for the District's public relations. Contractor agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention.

All complaints and any action taken by the Contractor in connection with such complaints shall be reported to the District.

SR-8. DUST AND SPRAY CONTROL

The Contractor shall provide control measures to prevent dust and spray from contaminating or leaving the site. All control measures shall be satisfactory to the District.

SR-9. UTILITIES

It shall be necessary for the Contractor to make arrangements for the following services at its own expense and pay all charges accrued for same during the life of the Contract:

Water
Electric Service
Telephone/Internet Access
Sanitary convenience (Chemical toilet)
Refuse and waste disposal

SR-10. CLEANING UP

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

The Contractor shall restore to a satisfactory condition any land which it has disturbed to the extent that erosion or damage to property may result. If the Contractor fails to clean up, the District may do so at the Contractor's expense, and the Contractor and its surety shall be held liable therefore.

Satisfactory restoration of the land shall be completed in an orderly process as soon as practicable following the completion of each phase of the work as it progresses.

SR-11. ARCHAEOLOGICAL RESOURCES

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

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

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

SR-12. 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 Security Policies as if fully set out herein a copy of which shall be provided to the Contractor by the District Representative 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 'tailgating' 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 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 Protected Information. Criminal background checks may be conducted in such depth as the District reasonably determines to be necessary or appropriate for the type of access to be granted. The cost of such background checks shall be borne by the Contractor.

SR-13. SECURITY, SAFETY AWARENESS TRAINING, AND DAM SAFETY AWARENESS TRAINING

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

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

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

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

CONTRACTOR SAFETY REQUIREMENTS

CS-1. PURPOSE

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

CS-2. GENERAL

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

B. Stop Work Order: District employees also have the authority to immediately stop a work activity without issuing the Initial/Warning Notice. The District employee will immediately notify the District Representative of the Stop Work Order. The District Representative may direct the Contractor to stop work due to safety and health concerns. The Stop Work Order may cover all work on the Contract or only a portion of the work. After the District issues a Stop Work Order, the Contractor shall meet with District Representatives (as determined by the District Representative) to present a written statement outlining specific changes and/or measures the Contractor will make to work procedures and/or conditions to improve safety and health. A Stop Work Order can be rescinded only with the written approval of the District Representative.

1. The Contractor shall not be entitled to any adjustment of the Contract price or schedule when the District stops a work activity due to safety and health concerns that occurred under the Contractor's, Subcontractor's, or supplier's control.
2. The District's conduct does not alter or waive the Contractor's safety and health obligations.
3. Contractor shall provide an onsite Safety Professional as directed by the District Representative based upon number and/or severity of identified safety infractions.
4. Non-compliance with safety requirements could lead to termination of the contract in accordance with Section GC-4.

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

1. The record and report shall include where the incident occurred, the date of the incident, a brief description of what occurred, and a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, and the status of these items. A written report shall be delivered to the District Representative within five business days of any such incident or occurrence.

2. In the event of a serious incident, injury or fatality the immediate group shall stop work. The Contractor/subcontractor shall secure the scene from change until released by the authority having jurisdiction. The Contractor shall collect statements of the crew/witnesses as soon as practical. The District reserves the right to perform an incident investigation in parallel with the Contractor. The Contractor, subcontractor, and their workers shall fully cooperate with the District in this investigation.

3. All cases of death, serious incidents, injuries or other incidents, as determined by the District Representative, shall be investigated by the Contractor to identify all causes and to recommend hazard control measures. A written report of the investigation shall be delivered to the District Representative within 30 calendar days of any such incident or occurrence.

4. For situations that meet the reporting requirements of WAC 296-800, the Contractor shall self-report and notify the District Representative. The District Representative shall notify the District's Safety personnel.

D. The Contractor/subcontractor shall conduct and document job briefings each morning with safety as an integral part of the briefing. The Contractor/Subcontractor shall provide an equivalent job briefing to personnel and/or visitors entering the job site after the original job briefing has been completed. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for the duration of the Contractor's warranty period.

E. Job Site Reviews Performed by the District: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to participate in District job briefs and/or District job site reviews that pertain to the work being performed by the District that may impact the Contractor's work.

F. Job Site Reviews Performed by Contractor: Each Contractor and Subcontractor shall perform and document weekly safety reviews of their work area(s) by a competent person as defined by WAC 296-62-020. Immediately upon request, the Contractor shall provide a copy of the documented job site review to the District Representative. Contractor and Subcontractor supervisors/foremen shall take immediate action to correct violations, unsafe practices, and unsafe conditions. The Contractor and Subcontractor shall be solely responsible to review and monitor the work area or location of all their employees during the performance of work.

G. The Contractor shall provide an APP implemented and maintained in accordance with Washington State law. The Contractor's APP and methodology to communicate jobsite hazards prior to work at each jobsite must be accepted by the District Representative or other District specified agent prior to work at each jobsite.

H. District Rescue Team and Relation to Contractor Emergencies and Back Shift Operations When District Rescue Team is Not Present: Contractors shall be required to submit an Emergency Plan that covers first response and rescues. This is required to be submitted for

approval by the District Representative prior to work starting. Contractors are encouraged to familiarize themselves with District First Responder and Rescue Team capabilities. District Response Teams may not be available during all work hours and typically are not available on off-shifts, weekends, and District holidays. Contractors choosing not to provide their own response personnel must include a process that does not rely on the District in the event District Response Teams are not available.

CS-3. SPECIALIZED WORK

A. Requirements for Contractor Representative Attendance at Safety Meetings: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to attend the District monthly safety meeting. The above is a District requirement.

B. Cord Covers to High Traffic Areas: Contractors shall be required to protect all electrical cords, air lines, hydraulic hoses, water hoses, and other cords, hose, cables, and pipes to prevent them from being driven over or creating tripping or other hazards including at a minimum but not limited to utilizing cord covers in high traffic areas and installing temporary barriers when necessary to prevent foot or vehicle traffic. The above is a District requirement.

C. Involvement in Job Briefs by Others/Involvement of Others in Contractor's Job Briefs: When work completed by the Contractor will or may affect work being completed by other contractors or by District staff, the Contractor shall ask for a representative from the other contractor or District staff to participate in the Contractor's daily job brief for the purpose of informing the other party of safety hazards that may be encountered as a result of the affected work. Job brief discussion shall include hazards that the other contractor or District staff may encounter as part of the Contractor's work, mitigation measures, clearance points and boundaries, effects that equipment taken out of service or put back into service could have on other parties, Personal Protective Equipment (PPE) requirements and contingency plans. The above is a District requirement.

D. Temporary Traffic Control: When work activities occur within or adjacent to District access roads, the Contractor shall follow the guidelines for Temporary Traffic Control Planning as specified in the current Manual on Uniform Traffic Control Devices. The plan shall be reviewed and approved by the District Representative prior to implementation. The above is a Code requirement.

E. Caution and Danger Barriers:

1. Caution Tape or Rope - Yellow will be used to demarcate areas with low safety hazards. Contractor employees may enter the barricade area only after identifying the hazard enclosed by the Caution barrier tape/rope.

2. Danger Tape or Rope – Red will be used to demarcate areas of imminent danger. An employee may not enter the area barricaded with Danger barrier tape/rope without consent of the barricade attendant or tape tag holder.

Contractors that will be introducing hazards as part of their work must barricade the hazardous area to prevent employees from entering the area in accordance with District Policy SA121200-POL. The above is a Code requirement.

F. Confined Spaces: Contractor shall comply with District Policy SA111103-POL. The purpose of a Permit-Required Confined Space Program is to ensure safe practices are utilized

prior to and during all construction work activities in confined spaces at District work locations. The District's program is designed to prevent personal injuries, illness, and fatalities in confined spaces. As an employer, the District has developed and implemented this document to meet the written program requirements specified in OSHA regulation 29 CFR 1926 subpart AA and WAC 296-809, the Confined Spaces in Construction Standard. The above is a Code requirement.

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

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

TECHNICAL SPECIFICATIONS

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

EXHIBIT "A" – BID FORM

COMPANY NAME OF BIDDER: _____
(Full Legal Name)

TO: Public Utility District No. 2
of Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, Washington 98823

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

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

The Total Bid Price (calculated total of Bid Item Prices 1 through 16) shall be used in the Bid Evaluation. A price must be placed on each blank or the Bid shall not be considered. In case of an error in addition, the correctly calculated total of the Bid Item Prices (Estimated Quantity times Bid Unit Price) shall prevail.

Bid Item No.	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
1	Area 1 – City of Moses Lake	Lump Sum	N/A	N/A	$
2	Area 1A - City of Moses Lake	Lump Sum	N/A	N/A	$
3	Area 2 - Moses Lake Rural	Lump Sum	N/A	N/A	$
4	Area 2A - Moses Lake Rural	Lump Sum	N/A	N/A	$
5	Area 3 - Mattawa	Lump Sum	N/A	N/A	$
6	Area 4 - Royal Slope	Lump Sum	N/A	N/A	$
7	Area 5 - Quincy Rural	Lump Sum	N/A	N/A	$
8	Area 6 - City of Quincy	Lump Sum	N/A	N/A	$
9	Area 7 - Ephrata Rural	Lump Sum	N/A	N/A	$

Bid Item No.	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
10	Area 8 - City of Ephrata	Lump Sum	N/A	N/A	$
11	Area 9 - Soap Lake Rural	Lump Sum	N/A	N/A	$
12	Area 10 - North Coulee	Lump Sum	N/A	N/A	$
Additional Bid Items					
13	Two worker crew for tree removal and overhang removal. See Technical Specification Section 5.01.1.	Hours	3,000	$	$
14	Brush Hog Model ASVR 100 FECON or equivalent. See Technical Specification Section 4.01.1.g.	Hours	100	$	$
15	Three worker crew for tree trimming. See Technical Specification Section 5.01.1	Hours	250	$	$
16	Three worker crew for tree removal. See Technical Specification Section 5.01.1	Hours	50	$	$
				TOTAL BID PRICE	$

Prices quoted include the cost of insurance and the Payment and Performance Bond required by Contract Documents but do not include Washington State and Local Taxes.

Payment shall be made in accordance with Section GC-12. The quantities for Bid Item No(s). 13, 14, 15 and 16 are estimated quantities. Payment shall be made by Bid Item based on the actual quantity of the Bid Items completed satisfactorily, up to the amount of the Contract Price, less the Bid Item Prices for Bid Item No(s). 1 through 12.

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

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

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

All work shall be completed by December 29, 2022. Yes ___ No ___

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

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

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

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

Name	Address	Phone	Type of Work	Percent of Bid

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

Bidder (full legal name):	
Street Address:	
Mailing Address:	
City, State, and Zip Code:	
Phone:	

Email:			
State Of Incorporation:		If not WA, does Bidder have a physical office located in the state of WA?	Yes __ No __ N/A __

The District uses DocuSign to sign the final Contract Form following Contract Award. Please provide the following information for the person who will be signing the final Contract Form in the event you are the successful Bidder.

Name: _____ Title: _____ Email: _____

Bidder Responsibility Criteria (see Instructions to Bidders Section 9)	
Contractor's License No. (RCW 18.27)	
Washington State Unified Business Identifier (UBI) No. / Washington State Department of Revenue State Excise Tax No. (Title 82 RCW)	
Industrial Insurance L&I Account ID (Title 51 RCW)	
Washington State Employment Security Department No. (Title 50 RCW)	
Individual, Partnership, Joint Venture, or Corporation?	
If a co-partnership, provide the name of the firm under which business is transacted.	

The Bidder hereby certifies that, within the three year period immediately preceding the date of this Bid solicitation, that the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

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

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

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

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

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

Signature: _____ Title: _____

Name (Print): _____ Date: _____

Authorized Representative

Location or Place Executed (City and State): _____

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

EXHIBIT "B" – BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Obligee shall make any award to the Principal for _____

_____

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

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

PRINCIPAL	SURETY
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name

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

EXHIBIT "C" – CONTRACT FORM

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

W I T N E S S E T H:

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

1. SCOPE OF WORK - The Contractor agrees to furnish all, materials, equipment, machinery, tools, plant, labor, and transportation in the manner and form provided by the Contract Documents 130-11080R made a part hereof, entitled Distribution Line Tree Trimming and Removal Services to December 31, 2022.

2. COMPLETION - The Contractor shall perform the work within the times required by the Contract Documents, failure to do so may result in damage to the District.

3. PAYMENT - The District agrees to pay the Contractor for the work herein to be performed in the sum of not to exceed $_____, *subject to the Prompt Payment Discount provision (see Section GC-2)*, plus applicable Washington State Sales Tax in accordance with the Contract Documents.

Sample Only

4. PAYMENT AND PERFORMANCE BOND - The Contractor shall furnish in favor of the District, a Payment and Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Payment and Performance Bond has been tendered.

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

Public Utility District No. 2 of Grant County, Washington	Full Legal Name of Contractor
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT "D" – PAYMENT AND PERFORMANCE BOND

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

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

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

Sample Only

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

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

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

Dated this _____ day of _____, 20___.

"PRINCIPAL"

_____
Full legal company name

_____
Signature

_____
Print name

"SURETY"

_____
Full legal company name

Sample Only

_____
Signature

_____
Print name

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

_____

_____

_____

_____

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

EXHIBIT "E" – CHANGE ORDER

NO. ___

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

A. Description of Change:

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

Sample Only

Public Utility District No. 2 of Grant County, Washington	Full Legal Name of Contractor
Accepted By: _____	Accepted By: _____
Name of Authorized Signature Title	Name of Authorized Signature Title
Date: _____	Date: _____

EXHIBIT "F" – DISTRICT INSTRUCTIONS

No. _____

Contract No.:	130-11080R	Drawing No. (if applicable):	
Project Name:			

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

☐ 1. An interpretation of Contract Documents, or

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

INSTRUCTION:

Sample Only

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

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

Public Utility District No. 2 of Grant County, Washington	Full Legal Name of Contractor
Accepted By: _____	Accepted By: _____
Name of Authorized Signature Title	Name of Authorized Signature Title
Date: _____	Date: _____

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

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

EXHIBIT "G" – CONTRACTOR CHANGE ORDER PROPOSAL

No. _____

Contract No: 130-11080R Date: _____

Drawing No.: _____

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

A. Description of Proposal: (attach separate document/pages/drawings, etc., as needed)

B. Proposed Contract Time of Completion Adjustment: (if any)

1. Describe impact of proposal on Contract time of completion or milestone(s) (attach separate pages, documents as needed).
2. Provide reason/justification for any change to the Contract completion date or required milestone date(s) including a description of circumstances leading to the event that required this proposal (attach separate pages, documents as needed).
3. Provide all supporting data that will be helpful to the District in evaluating the proposed schedule change (attach separate pages, documents as needed).
4. Date event occurred (if applicable) that required this proposal as well as attaching a revised project schedule showing the impact (if any) of the proposed schedule change.

C. Proposed Contract Price Adjustment: (if any)

1. Indicate proposed increase/decrease to the Contract lump sum or Contract Price.
2. For any proposed Contract Price adjustment, Contractor shall provide a detailed cost breakdown, including all labor categories, hours, rates, material quantities, and equipment hours and charges (attach separate pages, documents as needed).

$ _____ (lump sum/not to exceed)

D. Impact to project if this Proposal is not accepted: (if any)

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

Full Legal Name of Contractor

Signature: _____

Print Name: _____

Title: _____

Date: _____

Sample Only

EXHIBIT "H" – CERTIFICATE OF COMPLETION AND RELEASE

FROM: _____
(Contractor)

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

Contract No. 130-11080R, entered into the _____day of _____, 20____.

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

Sample Only

KNOW ALL MEN BY THESE PRESENTS:

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

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

a. _____

b. _____

c. _____

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

3. The undersigned further certifies that all work required under this Contract including work required under Change Orders numbered _____ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.

4. Except for the amounts stated under paragraphs 1 and 2, hereof, the undersigned has received from the District all sums of money payable to the undersigned under or pursuant to the above mentioned Contractor or any modification or change thereof.

Certificate of Completion and Release
Page 2

5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the District from any and all claims arising under or by virtue of this Contract, except the amount listed in paragraph 2 hereof; provided however, that if for any reason the District does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but shall release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in paragraph 1, hereof, he shall release the District from any and all claims of any nature whatsoever arising out of said Contractor or modification thereof, and shall execute such further released or assurances as the District may request.

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

Signature: _____ Title: _____

Sample Only

Name: _____ Date: _____
Authorized Representative

Location or Place Executed (City and State): _____

EXHIBIT "I" – COLLECTIVE BARGAINING AGREEMENT, SECTION 2.5

2.5 Contracting and Job Security

2.5.1

The District shall make appropriate provisions in any agreement entered into with any building trades, electrical or mechanical contractor or subcontractor, for the furnishing of work to the District, that such contractor or subcontractor shall conform to the Contract provisions of Washington State law affecting Public Utility District at the time of the contract award, except that contracts let in accordance with Section 2.5.2 shall require adherence to current wage rates. The District shall require contractors to furnish the District with the rates of wages and other employee benefits.

2.5.2

For purposes of the preceding paragraph with respect to contracts for line and substation maintenance and construction, including pole testing and tree trimming, current and prevailing wage rates, employee benefits and working conditions shall be defined as the equivalent of those expressed through collective bargaining for the Union's construction membership. Verification of payment shall be furnished to the Union by way of Contractor certified payroll documents upon request. It is agreed by the parties hereto that this requirement can be fulfilled by the contractors having an agreement with Local 77.

2.5.3

Written notice shall be given to the Union prior to the start of pending contract work.

2.5.4

It is recognized by both the Union and the District that a stable total work force is desirable. To this end, the District shall not use contracting as a reason for reduction of force. In the case of lack of work because of automation or technological change, reductions shall be made by attrition when reassignment is not feasible. Employees so affected shall not lose their established pay rate.

EXHIBIT "J" – BOND IN LIEU OF RETAINAGE

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto Public Utility District No. 2 of Grant County, Washington (hereinafter "District"), and to any claimants eligible to file a lien or claim against monies retained by the District pursuant to RCW 60.28 (hereinafter collectively designated as "Obligees"), from monies earned by Principal in the sum stated below, to the payment of which, well and truly to be paid, we bind ourselves, or heirs, executors and successors jointly and severally, firmly by these presents.

The condition of the obligations is such that, whereas, the Principal and the District entered into a Contract for public improvement for _____ and, whereas, the Principal requested the District to accept this bond in lieu of all of the Contract retainage which the District would otherwise be required to withhold pursuant to Chapter 60.28 RCW; and whereas, the Principal has submitted to the District this bond executed by itself and the Surety, a corporation authorized to issue surety bonds in the State of Washington, in the penal sum of, $_____ lawful money of the United States of America, which is 5% of the Contract Price, and the Principal has requested the District, within 30 days of delivery of the bond to the District, to release the monies that would otherwise be retained; and the District has consented to permit Principal to file this bond in lieu hereof.

Sample Only

NOW, THEREFORE, if the Principal shall indemnify the Obligees from all loss which Obligees may suffer by virtue of the release of retainage to Principal on monies earned or to be earned, and shall pay any sum which Obligees may recover on their claims, together with costs of suit, reasonable legal fees, and interest to which the claimants may be entitled consistent with law and any claims, costs of suit and reasonable legal fees incurred by the District, then this obligation to be null and void, otherwise to be in full force and effect.

Provided: however, it is expressly understood and agreed:

1. This bond is given and accepted under and in accordance with the provisions of RCW 60.28 and is subject to all claims and liens and in the same manner and priority as set forth for retained percentages contained therein.

2. The laws of the State of Washington shall be applicable in the determination of the rights and obligations of the parties hereunder.

3. No right of action shall accrue upon or by reason hereof to, or for the use or benefit of anyone other than the Obligees herein identified.

4. The aggregate liability of the Surety under this bond for claims against this bond shall not exceed the penal sum of this bond unless change orders, changes in quantities of work or materials provided or other amendments to the Public improvement Contract increase the amount the District is required to retain, in which event the aggregate liability of the Surety shall increase by a sum equaling the increase in the Contract Price multiplied by 5%.

5. The Surety acknowledges that increases in Contract Price may occur as identified in the preceding paragraph. The Surety hereby waives any defense of lack of notice of said increases and the consequent increases in retainage released to the Principal against claims by the Obligees, or any of them.

6. In the event Principal fails at any time to pay persons protected under Washington law, RCW Chapter 60.28, or the District has reason to believe that the District or other Obligee has a claim against the retainage or for other good cause, the District claim against the retainage may, at its option, resume retaining from monies earned by Principal such amount as it would otherwise be entitled to retain had this bond not been accepted. Notwithstanding the District's resuming such retainage, this bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Principal. After Principal has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to this agreement. Notwithstanding any action the District may take pursuant to this section, Surety shall remain liable as set forth above. It shall be no defense, by Surety or Principal, against any claim under this bond that the District should have resumed retaining monies.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seal this ____ day of _____, 20___.

Sample Only

"PRINCIPAL"

_____
Signature

_____
Print Name

_____
Attorney in Fact

"SURETY"

_____
Signature

_____
Print Name

_____
Attorney in Fact

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

_____

_____

_____

_____

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

EXHIBIT "K" – NOTICE TO PROCEED

To: _____
_____
_____

Project Name: _____

Date of Award: _____

You are hereby notified to commence work on the above referenced project on or before _____, 20__, and you are to complete the work within _____ days thereafter. All required work, including labor and specified materials, shall be in full compliance with the terms and conditions contained in the Contract Documents referenced above, which are herein incorporated by this reference.

Sample Only

Public Utility District No. 2
of Grant County, Washington

BY: _____

William Coe
District Representative

DATE: _____

EXHIBIT "L" – MAP

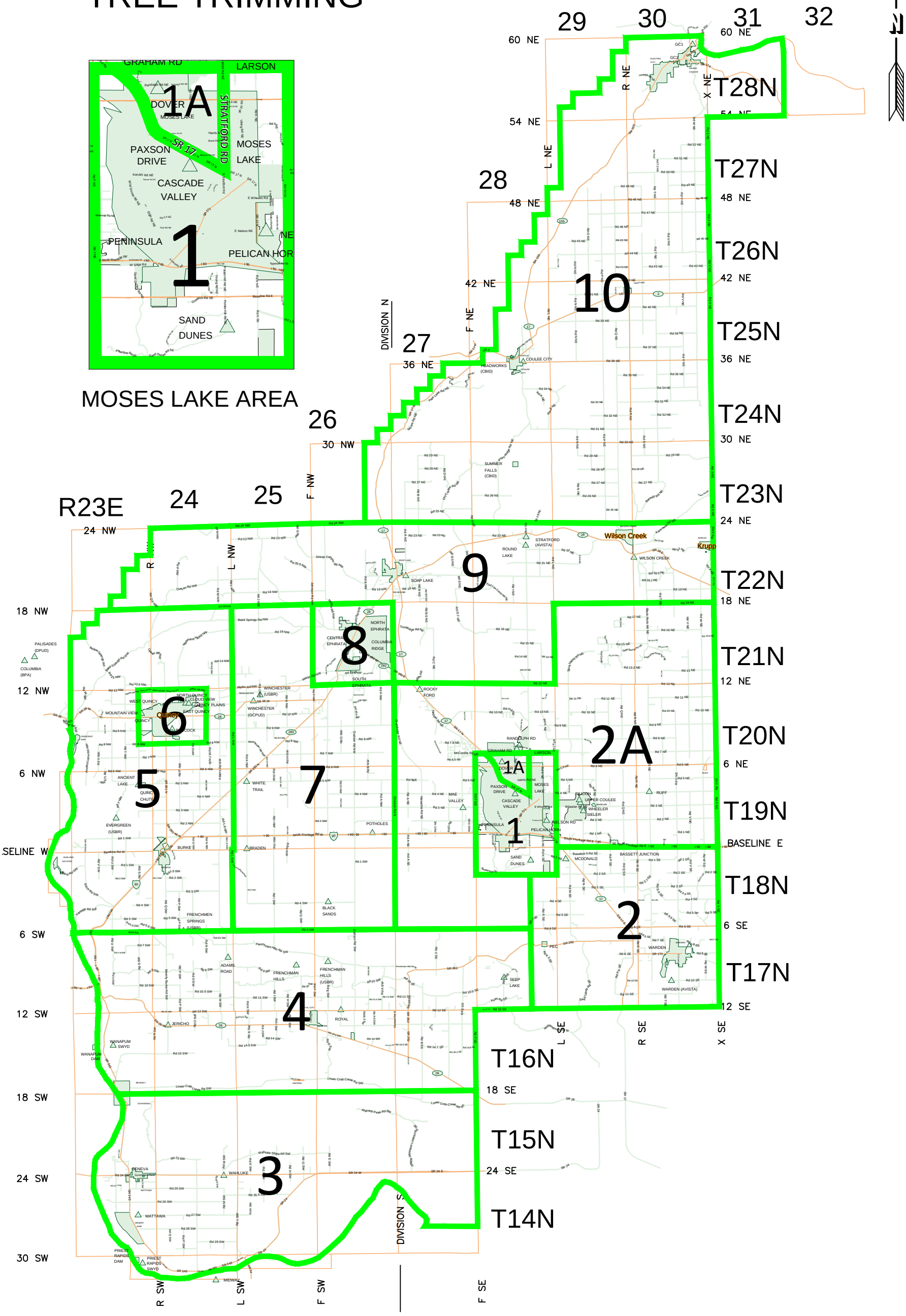
See separate document titled "130-1108R Exhibit L – Map.pdf" posted on the District's ProcureWare website.

EXHIBIT “M” - POLE LOCATION DETAILS

See separate document titled “130-11080R Exhibit M – Pole Location Details.xlsx” posted on the District’s ProcureWare website.

DISTRIBUTION
TREE TRIMMING

MOSES LAKE AREA



K:\GIS_DATA\SHOP MAPS\TEMPLATE DWGS\TREETRIMMINGDIST.DWG

STATUS: GPUD GIS	TITLE: GRANT PUD DISTRIBUTION TREE TRIMMING		Grant PUD P.O. Box 878 EPHRATA, WA 98823 (509)754-5088 www.grantpud.org

LAST SAVED BY				PLOTTED BY				
LSTECKE			2/18/2021	LEONARD STECKER			2/18/2021	2:00 PM
DESIGNER	ORIGINATOR	CHECKER	DATE	SHT.	of	PLOT SCALE	SCALE	DWG SIZE
LS	WLC		01/18/2021	1	1			D

DRAWING NUMBER: SHOP MAPS

COMMERCIAL EVALUATION

Contract No.:	130-11080R	**Contract Title:**	Distribution Line Tree Trimming and Removal Services to December 31, 2022

		Bid Opening Date	January 5, 2022
		Total No. of Bidders:	1
		Was prequalification required for bidding?	No
		No. of potential Bidders who obtained the Bid documents:	24
Was this Bid advertised in the newspaper?	Yes	**If yes, where?**	Wenatchee, Grant County, Spokane, & Tri-Cites Washington
Addenda issued?	N/A	**If yes, how many**	N/A

Additional Information

Cost Estimate:	**$2,337,170.00**

Bidders

Name of Bidder:	Basin Tree Service & Pest Control, Inc.		
Total Bid Price:	$2,460,400.00	**Bid Security:**	Bid Bond
Signature Certification:	NA	**Delivery / Completion:**	As required
Addendum Received:	N/A	**Bidder's Data Provided:**	Yes
Commercially Compliant?	Yes	**Technically Compliant?**	Yes

Additional Information:

RESOLUTION NO. 8987

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 130-11131H, FOR DOCK CREW 2022-2023

Recitals

1. Bids were publicly opened on December 15, 2021 for Contract 130-11131H, for Dock Cew 2022-2023;

2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD's staff;

• Potelco, Inc.	$13,394,123.80
• Wilson Construction Company	$13,546,413.20
• Palouse Power LLC	$13,610,361.40
• Magnum Power, LLC.	$15,694,460.00
• Titan Electric Inc.	$15,878,044.60
• International Line Builders, Inc.	$16,035,419.20
• Sturgeon Electric	$16,775,294.00
• Michels Pacific Energy, Inc.	$23,052,237.70

3. The low bid, submitted by Potelco, Inc. is both commercially and technically compliant with Grant PUD's contract requirements;

4. The bid is less than the Engineer's Estimate of $21,735,412.80; and

5. Grant PUD's Senior Manager of Power Delivery Construction Maintenance and Interim Chief Operating Officer concur with staff and recommend award to Potelco, Inc. as the lowest responsible and best bid based on Grant PUD's plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager is authorized to enter into a contract, Contract 130-11131H, for Dock Crew 2022-2023 with Potelco, Inc. of Sumner, Washington in the amount of $13,394,123.80 plus applicable sales tax, upon receipt of the required payment and performance bond in a manner satisfactory to Grant PUD's Counsel.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 22nd day of February, 2022.

_____
President

ATTEST:

_____
Secretary

_____
Vice President

_____
Commissioner

_____
Commissioner

M E M O R A N D U M January 17, 2022

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Interim Chief Operating Officer
Ron Alexander, Senior Manager of Construction and Maintenance

FROM: William Coe, Construction and Maintenance Engineer

SUBJECT: Award of Contract 130-1113H

Purpose: To request Commission approval of Contract 130-1113H to Potelco Inc. This contract is a labor contract to provide temporary line crews (Dock Crews) for 2022-2023.

Discussion: This contract will allow for contract (dock) line crews to work on various projects associated with line work. We anticipate using the dock crew to support the following general categories of activities:

a. Fulfill new customer service requests. The current growth exceeds the internal crew capabilities to complete electric service in a timely manner.
b. Perform distribution system work (primarily rebuilds). We currently have several multi-mile line rebuilds/re-conductoring jobs slated to be completed over the next 2-3 years. A dock crew will be used to complete some or possibly all these jobs depending on the longer-term trend in customer service requests described in a. above.
c. Perform larger maintenance jobs. Our maintenance tasks are limited by the ongoing customer service requests and industrial load growth. There is at least one, and likely more, larger-scale maintenance jobs that we will use a dock crew to perform. Again, depending on the longer-term trend in customer service requests, we may use a dock crew to perform other maintenance jobs (i.e. if the current trend holds).
d. Perform jobs that require unique skills and equipment. One such job is an underwater lake crossing that will require specialized equipment such as a wire-reel outfitted barge. The District does not currently possess some of this specialized equipment.

This contract is similar to past dock crew contracts.

Justification: Procuring dock crews will allow us to continue to meet our customer service standard while avoiding the addition of internal labor and equipment resources. The dock crews will also reduce overtime expenditures since we are currently having crews work some Fridays in an attempt to keep up with customer service demands (crews currently work a 4-10 hour shift M-Th). We are proposing to execute this two-year contract in anticipation of the current trend continuing beyond 2022 and possibly 2023. However, we will only utilize the dock crew when and where necessary and if the need diminishes, the District has the option of terminating the contract early.

Financial Considerations: This is the only viable option available to address the backlog of projects and workload that is beyond our resource capabilities. Not approving this contract will ensure customer wait times for service will continue to increase, much needed maintenance may not get addressed-possibly impacting system reliability, and additional costs of overtime for existing crews to address issues as much as possible.

Eight bidders submitted bids for this contract:

Michels: $23,052,237.70
Sturgeon: $16,775,294.00
International Line Builders: $16,035,419.20
Titan: $15,878,044.60
Magnum Power: $15,694,460.00
Palouse Power: $13,610,361.40
Wilson: $13,546,413.20
Potelco: $13,394,123.80

In comparison, the District last let a dock crew contract for 2019-2021. That contract was for just over two years rather than the two years of this contract. The low compliant bid for the 2019-2021contract was also from Potelco for a total price of $16,628,039.00. Market conditions and opportunities to perform such work are significant factors in comparing bid prices of previous years.

Contract Specifics: This contract will allow temporary contracted line crews to assist with our backlog of new construction and maintenance. This contract also provides for services, such as directional boring, that would otherwise be contracted due to the inability and cost effectiveness to secure equipment and expertise in specialized work. This contract provides dock crews services through 2023.

Recommendation: Commission approval to award Contract 130-1113H to Potelco Inc. for a not-to-exceed total cost of $13,394,123.80

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

From:	Jeff Grizzel
To:	William Coe; Patrick Bishop; Ron Alexander
Cc:	Alicia Reynolds
Subject:	RE: 130-11131H - Dock Crew 2022-2023 - Legal review of Commission Memo and Resolution
Date:	Tuesday, January 25, 2022 6:59:30 AM

Approved. I did make one small change near the end of the memo. The sentence said the contract would provide dock crew services through 2022 and it now says 2023.

From: William Coe <Wcoe@gcpud.org>
Sent: Tuesday, January 25, 2022 6:47 AM
To: Patrick Bishop <Pbishop@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Alicia Reynolds <areynolds@gcpud.org>
Subject: RE: 130-11131H - Dock Crew 2022-2023 - Legal review of Commission Memo and Resolution

Approved

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Friday, January 21, 2022 3:42 PM
To: William Coe <Wcoe@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Alicia Reynolds <areynolds@gcpud.org>
Subject: FW: 130-11131H - Dock Crew 2022-2023 - Legal review of Commission Memo and Resolution

The Commission Memo and Resolution are also approved by Legal for Packet submission for the upcoming Dock Crew agreement. Can each of you please provide your approval of the Memo by return email? The documents can be found at 130-11131H. Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Friday, January 21, 2022 3:06 PM
To: Patrick Bishop <Pbishop@gcpud.org>

Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 130-11131H - Dock Crew 2022-2023 - Legal review of Commission Memo and Resolution

The resolution and proposed resolution are approved for Commission consideration.
Mitch

Mitchell P. Delabarre
General Counsel/Chief Legal Officer
Grant PUD
mdelaba@gcpud.org
509 793-1565

The information contained in this e-mail message is privileged, confidential and protected from disclosure. If you are not the intended recipient, dissemination, distribution or copying of the information contained herein is strictly prohibited. If you think you have received this e-mail message in error, please reply to mdelaba@gcpud.org or call (509) 793-1565.

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Tuesday, January 18, 2022 4:35 PM
To: Mitchell Delabarre <Mdelaba@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: 130-11131H - Dock Crew 2022-2023 - Legal review of Commission Memo and Resolution

Mitch,

Power Delivery Construction Maintenance is proceeding with an Award of Contract recommendation to the low compliant Bidder for the Subject Contract, Potelco, Inc. Can the draft Commission Memo and Resolution please be reviewed by Legal? They can be found here.

Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

From:	Ron Alexander
To:	Patrick Bishop; William Coe; Jeff Grizzel
Cc:	Alicia Reynolds
Subject:	RE: 130-11131H - Dock Crew 2022-2023 - Legal review of Commission Memo and Resolution
Date:	Tuesday, January 25, 2022 2:05:16 PM

I have read and approve of the memo.

Ron

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Friday, January 21, 2022 3:42 PM
To: William Coe <Wcoe@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Alicia Reynolds <areynolds@gcpud.org>
Subject: FW: 130-11131H - Dock Crew 2022-2023 - Legal review of Commission Memo and Resolution

The Commission Memo and Resolution are also approved by Legal for Packet submission for the upcoming Dock Crew agreement. Can each of you please provide your approval of the Memo by return email? The documents can be found at 130-11131H. Thank you.

Regards,

Patrick Bishop

Procurement Officer

OFFICE 509.793.1556

EMAIL pbishop@gcpud.org

Grant PUD

grantpud.org

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Friday, January 21, 2022 3:06 PM
To: Patrick Bishop <Pbishop@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: RE: 130-11131H - Dock Crew 2022-2023 - Legal review of Commission Memo and Resolution

The resolution and proposed resolution are approved for Commission consideration.
Mitch

Mitchell P. Delabarre
General Counsel/Chief Legal Officer
Grant PUD

mdelaba@gcpud.org
509 793-1565

The information contained in this e-mail message is privileged, confidential and protected from disclosure. If you are not the intended recipient, dissemination, distribution or copying of the information contained herein is strictly prohibited. If you think you have received this e-mail message in error, please reply to mdelaba@gcpud.org or call (509) 793-1565.

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Tuesday, January 18, 2022 4:35 PM
To: Mitchell Delabarre <Mdelaba@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: 130-11131H - Dock Crew 2022-2023 - Legal review of Commission Memo and Resolution

Mitch,

Power Delivery Construction Maintenance is proceeding with an Award of Contract recommendation to the low compliant Bidder for the Subject Contract, Potelco, Inc. Can the draft Commission Memo and Resolution please be reviewed by Legal? They can be found here.

Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

Contract Documents 130-11131H

Dock Crew 2022-2023

for

Public Utility District No. 2
of Grant County, Washington

Bid Due Date: November 30, 2021

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS 1

1. SUBMISSION OF BID 1
2. COMPLIANCE WITH BIDDING DOCUMENTS/BIDDER'S EXCEPTIONS 1
3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS 2
4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS 2
5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID 2
6. BID DELIVERY RESPONSIBILITY 2
7. BID EVALUATION 2
8. BIDDER'S DATA/SUBMITTALS 3
9. BIDDER RESPONSIBILITY CRITERIA 4
10. BID BOND 5
11. REFUSAL TO EXECUTE CONTRACT 5
12. PAYMENT AND PERFORMANCE BOND 5
13. WAIVE MINOR ERRORS 6
14. DISTRICT'S RIGHT TO REJECT BIDS 6
15. PUBLIC RECORDS ACT 6
16. EXAMINATION OF SITE 6
17. CONTRACT DOCUMENTS 6
18. BIDDER QUESTIONS OR CLARIFICATIONS 6

GENERAL CONDITIONS 8

GC-1. FORM OF CONTRACT 8
GC-2. DEFINITIONS 8
GC-3. SUSPENSION OF WORK/TERMINATION OTHER THAN FOR DEFAULT 9
GC-4. TERMINATION FOR DEFAULT/NONCOMPLIANCE 10
GC-5. ASSIGNMENT 11
GC-6. INDEMNITY 11
GC-7. LAWS, REGULATIONS, PERMITS 12
GC-8. DAMAGES 12
GC-9. INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES 13
GC-10. CORRECTION OF WORK/WARRANTY 13
GC-11. CHANGES IN WORK 14
GC-12. PAYMENT/RETAINAGE 16
GC-13. PAYMENTS WITHHELD 16
GC-14. ACCEPTANCE AND FINAL PAYMENT 17
GC-15. DISTRICT REPRESENTATIVE'S STATUS, AUTHORITY AND PROTEST PROCEDURE . 18
GC-16. COOPERATION WITH OTHERS 18
GC-17. WAGES PAID BY THE CONTRACTOR 19
GC-18. INSURANCE 19
GC-19. SAFETY 23
GC-20. INSPECTION 24
GC-21. CONFLICT AND PRECEDENCE/INTENT 24
GC-22. PRE-WORK CONFERENCE 25
GC-23. PROGRESS MEETINGS 25
GC-24. DELAYS AND EXTENSIONS OF TIME 25
GC-25. AUDIT OF RECORDS 26
GC-26. DISTRICT'S USE OF CONSTRUCTION AND/OR EQUIPMENT 26
GC-27. ENVIRONMENTAL CONTROL 27

GC-28. TAXES 27
GC-29. BOND IN LIEU OF RETAINAGE 27
GC-30. NON-WAIVER 28

SPECIFIC REQUIREMENTS 29

SR-1. SCOPE OF WORK/WORK TO BE PERFORMED BY THE CONTRACTOR 29
SR-2. COMPLETION SCHEDULE 29
SR-3. MATERIALS AND EQUIPMENT 29
SR-4. SUBSTITUTION OF MATERIALS AND EQUIPMENT 30
SR-5. WORK ORDER DRAWINGS 31
SR-6. UTILITY LOCATIONS 31
SR-7. SUBCONTRACTORS 31
SR-8. SUPERVISION OF CONTRACTOR AND/OR SUBCONTRACTOR WORKERS 31
SR-9. MOBILIZATION 32
SR-10. NOISE CONTROL 32
SR-11. CONTRACTOR WORK HOURS 32
SR-12. UTILITIES 32
SR-13. STORAGE OF MATERIALS AND EQUIPMENT 33
SR-14. AMOUNT OF WORK/TERMINATION 33
SR-15. GUARANTEE OF CREWS 33
SR-16. EQUIPMENT – BASIC CREW 34
SR-17. PERSONNEL – BASIC CREW 35
SR-18. DISTRICT'S RIGHT TO ALTER CREW SIZE 35
SR-19. DISTRICT'S RIGHT TO ALTER ADDITIONAL EQUIPMENT LIST 35
SR-20. REPORTS 35
SR-21. OUTAGES 35
SR-22. IMMINENT THREAT TRAINING 35
SR-23. CUSTOMER RELATIONS 36
SR-24. REPLACING IMPROVEMENTS 36
SR-25. GATES AND FENCES 36
SR-26. FIRE PREVENTION 36
SR-27. ROCK EXCAVATION 36
SR-28. CLEANING UP 36
SR-29. INSTRUMENT SURVEY 37
SR-30. RIGHT-OF-WAY 37
SR-31. PERMITS 37
SR-32. ARCHAEOLOGICAL RESOURCES 37

CONTRACTOR SAFETY REQUIREMENTS 39

CS-1. PURPOSE 39
CS-2. GENERAL 39
CS-3. SPECIALIZED WORK 41

EXHIBIT "A" – BID FORM 47

EXHIBIT "B" – BID BOND 51

EXHIBIT "C" – CONTRACT FORM 52

EXHIBIT "D" – PAYMENT AND PERFORMANCE BOND 53

EXHIBIT "E" – CHANGE ORDER 55

EXHIBIT "F" – DISTRICT INSTRUCTIONS 56

EXHIBIT "G" – CONTRACTOR CHANGE ORDER PROPOSAL 57
EXHIBIT "H" – CERTIFICATE OF COMPLETION AND RELEASE 58
EXHIBIT "I" – COLLECTIVE BARGAINING AGREEMENT, SECTION 2.5 60
EXHIBIT "J" – BOND IN LIEU OF RETAINAGE 61
EXHIBIT "K" - AUTHORIZATION FOR WORK 63
EXHIBIT "L" – ANTICIPATED AND POTENTIAL PROJECTS 64
EXHIBIT "M" – ADDITIONAL EQUIPMENT LIST 66

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID

Sealed Bids shall be received by Public Utility District No. 2 of Grant County, Washington at the District's contracting offices at 154 A Street SE, Ephrata, Washington no later than 2:00 p.m. on November 30, 2021 for Dock Crew 2022-2023 as specified in Contract Documents 130-11131H. Bids received after that time shall be rejected as non-responsive. **Bids will be opened on December 1, 2021 at 2:00 p.m. via Microsoft Teams video conference. Note that all District facilities are currently closed to the public until further notice and the video conference will be the only manner by which the public can participate in the Bid opening. To participate in the Bid opening, please join the Teams meeting below:**

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 509-703-5291,,881184742# United States, Spokane

Phone Conference ID: 881 184 742#

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

Patrick Bishop, Procurement Officer
Public Utility District No. 2
of Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, Washington 98823

Phone: (509) 793-1556
E-mail: Pbishop@gcpud.org

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

Contract Documents: 130-11131H
Bid for: Dock Crew 2022-2023
Bid due date: November 30, 2021
Bid opening date: December 1, 2021

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

2. COMPLIANCE WITH BIDDING DOCUMENTS/BIDDER'S EXCEPTIONS

Bids shall be submitted on the Bid Form (see Exhibit "A") provided with the Contract Documents. All Bid proposals must be quoted in U.S. dollars. Any submittals or data which may be required by the Contract Documents to support a Bid shall be attached to the Bid Form. The Bid Form must be

properly executed and all blanks must be filled in. All Bids shall be submitted in strict compliance with the Contract Documents, Technical Specifications, and commercial requirements contained herein. Bids which do not comply with these specifications and requirements or which contain or are conditioned upon different terms provided by the Bidder may be rejected. Any Bid which attempts to disclaim liability for the Bidder's negligence or to disclaim liability for damage, which arises from Bidder's acts, to person or property, may be deemed a non-responsive Bid.

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

3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS

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

4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS

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

5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID

The Bidder may, without prejudice to itself, withdraw, modify or correct a proposal after it has been deposited with the District; provided such withdrawal, modification, or correction is filed with the District in writing, before the time set for receiving Bids. The original Bid, as modified, shall be considered as the proposal submitted by the Bidder.

6. BID DELIVERY RESPONSIBILITY

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

7. BID EVALUATION

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

A. Total Bid Price.

B. Bidder's Data (See Instruction No. 8 which follows). **NOTE: Any sealed Bid which does not contain all Bidder's Data indicated in Section 8 as "required" shall be rejected.**

C. Bidder's compliance with the Contractor Safety Requirements specified in these Contract Documents. **Bids that take exception to these requirements shall be rejected.**

D. All elements or factors which shall affect the final cost to or benefits to be derived by the District, which may include, but not be limited to:

1. The ability, capacity, and skill of the Bidder to perform the Contract or provide the services required;

2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;

3. Whether the Bidder can perform the Contract within the time specified;

4. The quality of performance of previous contracts or services; and

5. The previous and existing compliance by the Bidder with laws relating to the Contract or services.

6. Whether, within the three year period immediately preceding the date of this Bid solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

8. BIDDER'S DATA/SUBMITTALS

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

A. **REQUIRED or Bid shall be rejected**. Bidder shall submit on the Bid Form the names of Subcontractors who shall perform the HVAC (heating, ventilation, and air conditioning), plumbing and electrical work, and structural steel and rebar installation, or name itself.

B. Bidder shall submit on the Bid Form the names of any other Subcontractors proposed to perform work under this Contract. Bidder shall attach experience and qualifications of Subcontractors with Bid Form.

The Contractor may subcontract or sublet only such part or parts of the work covered by the Contract Documents as the District may approve. In no event shall Contractor subcontract more than 50% of the work. Subcontractors solely for the convenience or profit of the Contractor may not be approved if, as determined by the District, they would have an adverse effect upon the job. The District shall be the sole judge of such effect. The District reserves the right to refuse any person or organization (Subcontractor) to participate in the work covered by this Contract Document. Contractor shall bind every Subcontractor to, and every Subcontractor must agree to be bound by the terms of the

Contract Documents, as far as applicable to the Subcontractor's work. No subcontract shall relieve the Contractor of their responsibilities and the Contractor agrees that they are fully responsible to the District for the acts and omissions of their Subcontractors and of persons employed either directly or indirectly by them. Upon request, the Contractor shall supply the District Representative with two copies of all subcontracts. Nothing contained in the Contract shall create any contractual relationship between any Subcontractor and the District.

C. Statement of experience. Each Bidder shall submit a detailed description of the Bidder's previous experience in transmission and distribution line construction and maintenance. The Bidder shall include sufficient facts regarding their technical and business organization to enable the District to make an informed decision relating to the qualification of the Bidder to perform the specific work called for in this Contract Document. The Bidder shall have a minimum of five years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements. If any proposed Subcontractors shall be used to meet the Contractor's experience requirements specified in this section, the Subcontractor's experience shall be provided.

D. Bidder shall submit a list of major equipment proposed by Bidder for use in the installation work, including the year of manufacture. Proposed equipment must have a manufacture date of year 2006 or newer.

E. **REQUIRED or Bid shall be rejected.** Resume of supervisor or supervisors to be utilized on this Contract. Supervisor(s) must have a minimum of five years' experience in supervising jobs of similar size and scope.

9. BIDDER RESPONSIBILITY CRITERIA

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

A. At the time of Bid submittal, the Bidder must have a certificate of registration in compliance with RCW 18.27;

B. Have a current Washington State Unified Business Identifier (UBI) number;

C. If applicable, have Industrial Insurance (worker's compensation) coverage for the Bidder's employees working in Washington State as required in Title 51 RCW;

D. If applicable, have an Employment Security Department number as required in Title 50 RCW;

E. If applicable, have a Washington State Department of Revenue state excise tax registration number as required in Title 82 RCW; and

F. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

G. Within the three year period immediately preceding the date of this Bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

H. Have attended training from the department of labor and industries or a training program approved by the department of labor and industries relating to the requirements associated with public works and prevailing wage under chapter 39.04.350 RCW and chapter 39.12 RCW.

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

10. BID BOND

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

11. REFUSAL TO EXECUTE CONTRACT

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

12. PAYMENT AND PERFORMANCE BOND

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

13. WAIVE MINOR ERRORS

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

14. DISTRICT'S RIGHT TO REJECT BIDS

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

15. PUBLIC RECORDS ACT

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

16. EXAMINATION OF SITE

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

Site inspection for all prospective Bidders shall be scheduled with the District Representative, William Coe, by contacting via email at Wcoe@gcpud.org. Arrangements will be made by the District to allow prospective Bidders access to the site for the purpose of making preliminary inspections. Availability of and access to the site is otherwise limited; therefore the Bidders are advised to plan their inspections and preliminary measurements as specified herein.

17. CONTRACT DOCUMENTS

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

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

18. BIDDER QUESTIONS OR CLARIFICATIONS

Bidders are to submit questions or requests for clarification in writing to the District's Procurement Officer. If appropriate, response to Bidder's questions will be posted to the District's ProcureWare

web site. The deadline to submit questions or request for clarification to the District shall be five business days prior to the Bid due date.

GENERAL CONDITIONS

GC-1. FORM OF CONTRACT

The form of the Contract shall be unit price type.

GC-2. DEFINITIONS

Whenever these words occur in the Contract Documents, they shall have the following meanings:

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

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

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

"BID ITEM PRICE" - The correctly calculated (extended) price of all units of each Bid Item (Bid Unit Price times Estimated Quantity).

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

"BIDDER" - Any person or entity who submits a Bid.

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

"CONTRACT DOCUMENTS" - The Contract Documents shall include all sections listed in the Table of Contents.

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

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

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

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

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

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

"SUBCONTRACTOR" - A contractor hired by the Contractor to perform a portion of the work covered by these Contract Documents.

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

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

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

A. Upon receipt of any such notice, the Contractor shall:

1. Immediately discontinue work as specified in the notice;
2. Place no further orders or subcontracts for material, services, or equipment with respect to suspended or terminated work;
3. Promptly suspend or terminate all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended or terminated;
4. Continue to protect and maintain the work, including those portions on which work has been suspended;
5. Assist District Representative or District in the maintenance, protection, and disposition of work in progress, plant, tools, equipment property, and materials acquired by Contractor or furnished by Contractor under this Contract; and
6. Complete performance of the work which is not terminated.

B. As full compensation for such suspension the Contractor shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge, as determined to be equitable by the District Representative, to be paid to the Contractor during a period of suspension of work sufficient to compensate the Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the work in a standby status;
2. All reasonable costs, as determined to be equitable by the District Representative, associated with any demobilization and remobilization of the Contractor's plant, forces, and equipment;
3. Any claim on the part of the Contractor for additional time or compensation shall be made within 10 days after receipt, by Contractor, of a notice to suspend work. Failure to submit a claim within the 10 day period shall constitute a waiver of any such claim; and
4. In no event shall the amount to be paid the Contractor pursuant to this section exceed the Contract Price.

C. Upon receipt of notice to resume suspended work, the Contractor shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of the Contractor for time or compensation shall be made within 10 days after receipt of notice to resume work and the Contractor shall submit a revised project schedule for review.

D. Upon delivery of a written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of any such notice, the Contractor shall take all appropriate steps in part A of this Section GC-3.

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

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

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

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

GC-4. TERMINATION FOR DEFAULT/NONCOMPLIANCE

A. Acts of Default

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

B. Consequences of Default

In the event of default, the District may immediately, without limiting any other remedy available to it in law or equity, withhold any amount otherwise due under the Contract. The District shall provide written notice of default. In the event the default can be cured,

and Contractor fails to correct the default within 10 days after written notice of default, the District may terminate the Contractor's right to proceed with all or any portion of the work. The District's right to liquidated damages shall not in any manner limit any other remedy available to the District, including but not limited to, the District's right to terminate the Contractor's right to proceed.

C. Noncompliance

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

GC-5. ASSIGNMENT

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

GC-6. INDEMNITY

A. Contractor shall be responsible for any and all damage, loss or injury of any kind or nature whatsoever, direct or indirect, to person or property arising out of or in any manner connected with or caused by or resulting from or suffered in connection with the execution of the work provided for in this Contract, or in connection therewith. Contractor agrees to defend, indemnify and hold harmless the District and its representatives (which terms shall be deemed to include directors, officers, employees, agents, and servants, and any other persons directly or indirectly engaged in any activity connected with the performance of the work under the Contract Documents) from and against any and all liabilities, claims, losses, damages or expenses, including reasonable legal fees, and expert witness fees, which may be incurred or sustained by the District or any of their respective employees, by reason of any act, omission, misconduct, negligence, or default on the part of the Contractor or any Subcontractor of the Contractor, and any employees of the Contractor or Subcontractor and except as may otherwise be provided by applicable law. Contractor specifically assumes liability for actions brought by Contractor's own employees against the District and for that purpose Contractor specifically waives any immunity under the Workers Compensation Act, RCW Title 51. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by District, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

B. The District shall not be responsible or be held liable for any damage to person or property consequent upon the use, misuse or failure of any crane, hoist, rigging, blocking, scaffolding or other equipment used by the Contractor or any of its Subcontractors, even though the said

crane, hoist, rigging, blocking, scaffolding, or other equipment be furnished or loaned to the Contractor by the District. The acceptance and/or use of any such crane, hoist, rigging, blocking, scaffolding or other equipment by the Contractor or its Subcontractors shall be construed to mean that the Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse or failure of such apparatus whether such damages by its own employees or property or to the employees or property of other Contractors, the District, or otherwise.

C. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the Contractor. In the event of damages to person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence.

D. Contractor acknowledges that by entering into a contract with the District, Contractor has mutually negotiated the above indemnity provisions with the District. Contractor's indemnity and defense obligations shall survive the termination or completion of the Contract and remain in full force and effect until satisfied in full.

GC-7. LAWS, REGULATIONS, PERMITS

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

All written instruments, agreements, specifications and other writing of whatsoever nature which relate to or are a part of this Contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. The rights and obligations of the District and Contractor shall be governed by the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Contract shall be exclusively in the Superior Court, County of Grant, State of Washington or the Federal District Court for the Eastern District of Washington at the District's sole option. In the event of litigation to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable legal fees in addition to any other relief allowed.

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

GC-8. DAMAGES

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

GC-9. INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES

It is understood and agreed that in all work covered by the Contract, the Contractor shall act as an independent contractor, maintaining complete control over its employees and all of its Subcontractors. The Contractor shall perform the work in accordance with its own methods, subject to compliance with the Contract. The Contractor shall perform the work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its Subcontractors, and shall not employ or permit to be employed on the work any unfit person or anyone unskilled in the work assigned to them.

The Contractor shall designate in writing before starting work competent, authorized site representative(s) who shall be authorized to represent and act for the Contractor in all matters relating to the Contract. The Contractor's letter designating representative(s) shall clearly define the scope of their authority to act for the Contractor and define any limitations of this authority. Said authorized representative(s) shall be present at the site of the work at all times when work is in progress. Arrangements acceptable to the District shall be made for any emergency work which may be required. The Contractor's authorized representative(s) shall be supported by competent assistants as necessary, and the authorized representative(s) and assistants shall all be satisfactory to the District. All directions given to the authorized representative(s) by the District shall be binding as if given to the Contractor.

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

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

GC-10. CORRECTION OF WORK/WARRANTY

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

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

Contractor warrants any and all corrective action against defects in design, materials, and workmanship for a period of 12 months following acceptance by District of the corrected work.

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

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

GC-11. CHANGES IN WORK

Without invalidating the Contract, the District may make changes by altering, adding or deducting from the work, and/or make changes in the drawings and specifications requiring changes in the work and/or materials and equipment to be furnished under this Contract; provided such additions, deductions or changes are within the general scope of the Contract. Except as provided herein, no official, employee, agent or representative of the District is authorized to approve any change in this Contract and it shall be the responsibility of the Contractor before proceeding with any change, to satisfy itself that the execution of the written Change Order has been properly authorized on behalf of the District. The District's management has limited authority to approve Change Orders. The current level and limitations of such authority are set forth in District Resolution No. 8609 which may be amended from time to time. Otherwise, only the District's Board of Commissioners may approve changes to this Contract.

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

A. Unit prices specified in the Contractor's Bid proposal, if any.

B. An agreed lump sum. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including, as applicable:

   1. Detailed proposed labor categories, hours, and rates.
   2. Specific materials and quantities.
   3. Equipment and equipment hours.

C. Actual Cost

   1. Labor, including foreman, only for employees who will work directly on the work covered by the Change Order.
   2. Payroll taxes and fringe benefits.
   3. Materials entering permanently into the work.
   4. The ownership or rental cost of plant and equipment during the time of use on the project.
   5. Power and consumable supplies for the operation of power equipment.

6. Insurance and bonding.
7. The Contractor may include a fixed fee (overhead plus profit) not to exceed 15% to the sum of Items 1 through 6. This fixed fee shall include:
    a. Reproduction and printing costs including electronic media.
    b. Communication costs including all phones, faxes, Internet, postage, shipping, delivery, couriers.
    c. Computer software, printers, scanners, office machines and related costs of operation including consumables.
    d. Indirect and overhead burden.
    e. Profit.
8. For any work performed by a Subcontractor, the Contractor's fixed fee is limited to 6%. Items 1 through 7 also apply to the Subcontractor.

When a change is ordered by the District, as provided herein, a Change Order shall be executed by the District and the Contractor before any Change Order work is performed. The District shall not be liable for any payment to Contractor, or claims arising therefrom, for Change Order work which is not first authorized in writing as set forth in this section. All terms and conditions contained in the Contract Documents shall be applicable to Change Order work. Change Orders shall be issued on the form attached as Exhibit "E" and shall specify any change in time required for completion of the work caused by the Change Order and, to the extent applicable, the amount of any increase or decrease in the Contract Price.

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

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

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

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

GC-12. PAYMENT/RETAINAGE

Contractor may submit an invoice monthly for work satisfactorily completed during the previous month. The invoice shall contain detailed information identifying the work completed for which payment is sought, including a listing of the number of units of each Bid Item actually furnished multiplied by the applicable Bid Unit Price and any Subcontractor invoices where appropriate. The invoice shall be submitted for District verification. The District will make payment to Contractor within 30 days after District's receipt and approval of said invoice. If accepted by the Contractor on the Bid Form and the District issues payment within 10 days, the payment due shall be reduced by 2%.

Invoices shall include the Contract number 130-11131H 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

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.

GC-13. PAYMENTS WITHHELD

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

A. Defective or damaged work not remedied or warranties not met.

B. Claims filed or reasonable evidence indicating filing of claims against the Contractor.

C. Failure of the Contractor to make payments properly to Subcontractors or for materials, labor, or equipment.

D. A reasonable doubt that the Contract can be completed for the balance then unpaid.

E. Damage to another Contractor.

F. Damage to or loss of District-furnished materials or District property.

G. Contractor's failure to meet any performance warranties required by the Contract Documents.

H. Contractor's liability for payments due to the District as the result of terms and conditions of these Contract Documents.

The Contractor shall provide a contact name, address, and email address to facilitate notification if any payment, or portion of any payment, is withheld for any of the reasons above, or for missing documentation or items incorrectly invoiced. Notification shall be made via email, or shall be mailed, properly addressed and stamped with the required postage to the person designated by the Contractor.

GC-14. ACCEPTANCE AND FINAL PAYMENT

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

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

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

Sixty days after Final Acceptance, retainage may be released to the Contractor; provided, however, that there are no claims filed of materialmen or laborers and that the District has received the certificate of the Washington State Department of Revenue of payment in full of all taxes, Employment Security Department release, the approved Washington State Department of Labor and Industries Certificate of Release of the State's Lien on Public Works Contracts form and the approved affidavit showing payment of prevailing wages for the Contractor and any Subcontractors. If any liens remain unsatisfied from the retainage, the Contractor shall refund to the District such amounts as the District may have been compelled to pay in discharging such liens including all costs and reasonable legal fees.

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

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

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

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

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

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

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

William Coe
Public Utility District No. 2
of Grant County, Washington
PO Box 878
Ephrata, WA 98823
(509) 754-6756
Wcoe@gcpud.org

GC-16. COOPERATION WITH OTHERS

There may be other contractors or forces of the District working the same area where work under this Contract shall be performed. The Contractor shall fully cooperate with such other contractors and

the District's employees and carefully fit their work with the other work consistent with orderly and expeditious performance and completion of the project as a whole.

GC-17. WAGES PAID BY THE CONTRACTOR

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

Prior to any payments being made to Contractor, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor shall file a "Statement of Intent to Pay Prevailing Wages" which has been approved by the Department of Labor and Industries as required by RCW 39.12.040.

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

Pursuant to RCW 54.04.070 7(e), Intents and Affidavits for prevailing wages paid must be submitted annually for all work completed by the Contractor and any Subcontractors used within the previous twelve-month period of the unit priced contract. Any filing costs associated with Intents and Affidavits shall be included in the Total Bid Price.

GC-18. INSURANCE

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

Contractor Required Insurance

1. **General Liability Insurance:** Commercial general liability insurance, covering all operations by or on behalf of Contractor against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:

   a. Premises and Operations;

b. Products and Completed Operations;

c. Contractual Liability;

d. Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract);

e. Pollution Liability (sudden and accidental); (Include if they will be working on site with a low pollution risk present)

f. Such insurance shall not exclude coverage for action-over liability claims; and

g. Such insurance shall not exclude coverage for Explosion (X), Collapse (C) and Underground Hazards (U).

with the following **minimum limits:**

h. $1,000,000 Each Occurrence

i. $1,000,000 Personal Injury Liability

j. $2,000,000 General Aggregate (per project)

k. $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 and completed 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 $10,000,000 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.

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

5. **Builders Risk Insurance:** The Contractor shall, at its own expense, carry and maintain "All Risks" forms of "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 in transit to the job site, while there awaiting installation, during installation and all forms of testing, and until completion and acceptance by the District of Contractor's work hereunder. Such insurance shall be written in an amount at least equal to the initial Contract Price as well as subsequent modifications of that sum plus the value of District supplied materials and equipment.

   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.

   Insurance coverage loss or damage to Contractor's or its Subcontractor's tools shall be maintained by Contractor or Subcontractor at its sole discretion and at its own expense. If such insurance is purchased, the policy shall provide a waiver of subrogation in favor of 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 Contract. All coverage for Subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Contractor shall furnish the District with copies of certificates of insurance evidencing coverage for each Subcontractor upon request.

1. Major Subcontractors. Contractor shall require Subcontractors with subcontracts having a value in excess of $1,000,000 to obtain and maintain the insurance coverages listed in Section 18.A above throughout the duration of the project, specific to Subcontractors' work and activities that are directly or indirectly associated with this project; provided, however, Subcontractors' Umbrella Liability insurance may be reduced to:

   $4,000,000 Each Occurrence

   $4,000,000 General Aggregate Limit

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

2. Other Subcontractors. Contractor shall require Subcontractors with subcontracts having a value less than $1,000,000 to obtain and maintain, at a minimum, commercial general liability insurance, stop gap employers liability and auto liability insurance as described in Section 18.A.1-3 above at all times while working on District premises.

3. All Subcontractors must comply with the Worker's Compensation Law contained in Title 51 of the Revised Code of Washington for all work performed in the State of Washington.

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 email.

GC-19. SAFETY

The Contractor shall comply with the safety requirements of these Contract Documents, all District policies pertaining to COVID-19 located at https://www.grantpud.org/for-contractors and the current version of the applicable requirements of the following codes and standards (including reports and records as required) which includes but are not limited to:

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

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

Nothing herein shall be deemed to impose any duty or obligation on the District to determine the adequacy or sufficiency of the Contractor and Subcontractors' safety programs. Contractors and

Subcontractors remain solely responsible for safety of the general public and employees, as provided herein.

GC-20. INSPECTION

The District Representative, assistants and inspectors shall have access to all places where work is being done or where materials are being manufactured or prepared for use under these Contract Documents and they shall have full access to facilities for unrestricted inspection during working hours of such materials, equipment and work. The District Representative, assistants and inspectors shall be authorized to record their observations in any manner reasonable, including but not limited to recording by photographs.

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

GC-21. CONFLICT AND PRECEDENCE/INTENT

A. In the event there are any conflicting provisions or requirements in the component parts of the Contract, the several Contract Documents shall take precedence in the following order:

1. Change Orders
2. Contractor Safety Requirements
3. Contract Form
4. Addenda
5. Specific Requirements
6. General Conditions
7. Technical Specifications
8. Contract Drawings
9. Instructions to Bidders
10. Payment and Performance Bond
11. Bid Proposal

B. The intent of the Contract Documents is to prescribe a complete work. Contractor shall furnish all labor, tools, equipment, transportation, supplies and incidentals required to complete all work. The Contract Price, whether lump sum or unit prices or a combination thereof, shall be full pay for all work and equipment required to fully complete the Contract work.

GC-22. PRE-WORK CONFERENCE

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

GC-23. PROGRESS MEETINGS

Progress review meetings shall be held at regular intervals as deemed necessary by the District Representative. Progress meetings shall be utilized to review the work schedule and discuss any delays, unusual conditions, or critical items which have affected or could affect the progress of the work.

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

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

GC-24. DELAYS AND EXTENSIONS OF TIME

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

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

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

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

GC-25. AUDIT OF RECORDS

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

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

A. The District shall have the right to take possession of, use and collect revenues from any completed, partially completed, satisfactory or unsatisfactory portions of the work after the time for completion of the work has expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

B. The District shall be responsible for damages incurred as a result of use of the work except when such damages occur as a result of uncompleted work or faulty workmanship or materials. Prior to using any portion of the work, the District may notify the Contractor of inventory of work yet to be completed.

C. During the progress of the work it may be necessary for the District to have access to the facilities to install certain material.

D. The District shall have the right to operate all equipment as soon and as long as it is in operational condition, whether or not such equipment has been accepted as complete and satisfactory, except that this shall not be construed to permit operation of any equipment which may be materially damaged by such operation before any required alterations or repairs have been made. All repairs or alterations required by the Contractor shall be made by the Contractor at such times as directed and in such manner as shall cause the minimum interruption in the use of the equipment by the District.

GC-27. ENVIRONMENTAL CONTROL

The Contractor and Subcontractors shall comply with all applicable state and federal environmental regulations. Contractor shall take suitable measures and provide suitable facilities to prevent pollution, oil and chemical spills, soil erosion and the introduction of any substances or materials into any stream, river, lake or any other body of water which may pollute or silt the water or constitute substances or materials deleterious to fish or wildlife. Further, Contractor shall use all reasonable efforts to maintain the site of the work free from fugitive dust (i.e. dust that becomes airborne or visual). Contractor shall be responsible for all cost of corrective measures required as a result of any pollution, erosion or siltation, including its effects on adjacent properties.

GC-28. TAXES

A. Except for the Washington State retail sales and use taxes as may be levied upon the Contract, pursuant to RCW Chapters 82.08 and 82.12, the Contract Price includes and the Contractor shall have the full exclusive liability for the payment of all taxes, levies, duties and assessments of every nature due and payable in connection with this Contract or its employees and Subcontractors performing work related to this Contract.

B. Washington State retail sales tax and use taxes levied upon this Contract pursuant to RCW Chapters 82.08 and 82.12 are excluded from the rates and if applicable will be reimbursed as follows:

1. If the Contractor has, or is required to have a valid Washington State sales tax identification number, the identification number shall be furnished to the District upon request. The Contractor shall make payment of any Washington State retail sales and use taxes due and Contractor shall be reimbursed by the District for the same. Contractor shall be solely responsible for any interest or penalties arising from late or untimely payment of said taxes.

2. If the Contractor is not required to have a valid Washington State sales tax identification number, it shall notify the District of the same. In such event, the District, after receiving proper invoices from Contractor, shall make payment of said Washington State retail sales and use taxes levied upon this Contract to the Washington State Department of Revenue.

GC-29. BOND IN LIEU OF RETAINAGE

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

and Washington State Department of Labor and Industries, the original Bond in Lieu of Retainage shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. Any costs associated with the Bond in Lieu of Retainage shall be included in the Total Bid Price.

GC-30. NON-WAIVER

No waiver of any provision of this Contract, or any rights or obligations of either party under this Contract, shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. The failure of either party to require the performance of any term of this Contract or the waiver of either party of any breach under this Contract shall not operate or be construed as a waiver of any other provision hereof, nor shall it be construed as a waiver of any subsequent breach by the other party hereto.

SPECIFIC REQUIREMENTS

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

The Contractor shall furnish all materials, equipment, machinery, tools, plant, labor, and transportation to construct, rebuild, maintain, repair, remove or transfer the District's distribution and transmission plants as specified in these Contract Documents at various locations within the District's service territory which may include Grant, Douglas, Chelan, Adams, Yakima, Lincoln and Kittitas Counties in the State of Washington.

Work under this Contract shall be performed as needed at multiple jobsites. For a list of anticipated projects and potential projects reference Exhibit "L", Anticipated and Potential Projects. A written authorization containing a specific scope of work shall be issued on the form attached as Exhibit "K", Authorization for Work, and shall be signed by both the District and the Contractor before the Contractor performs the specified work. The Contractor shall mobilize and begin the requested work no later than 20 working days following receipt of a fully executed Authorization for Work.

SR-2. COMPLETION SCHEDULE

The Contractor shall not commence any work under this Contract until after all of the following: (1) receipt of notification of Contract Award; (2) full execution of the Contract Form; (3) providing the required Payment and Performance Bond; (4) providing the required Insurance Certificates; (5) attending the pre-work conference, if any; (6) acceptance by the District of the Contractor's Accident Prevention Plan (APP); and (7) receipt of a fully executed Authorization for Work (Exhibit "K"). The Contractor shall complete such work in a diligent and workmanlike manner. Work is anticipated to commence by January 31, 2022 and be completed by December 28, 2023.

SR-3. MATERIALS AND EQUIPMENT

A. Materials Furnished By Contractor

None.

B. Materials Furnished By District

All materials for this project supplied by the District shall be at the District's warehouse located nearest to the project or will be delivered to the project site at the District's option. The District's warehouses shall be open between 6:30 a.m. – 12:00 p.m. and 12: 30 p.m. – 3:30 p.m. Monday through Thursday, except District observed holidays. The Contractor shall notify the District 24 hours in advance of need for the District-supplied materials. The Contractor shall notify the District 24 hours in advance if District supplied materials are needed. District warehouse contacts are as follows:

Name/Title	**Phone Number**	**E-Mail**
Gary Carpenter Moses Lake Warehouse Foreman 10216 Kinder Road NE, Moses Lake, WA 98837	(509) 754-5088 Ext. 3213	gcarpen@gcpud.org
Leroy Boyd Ephrata Warehouse Foreman 154 A Street SE, Ephrata, WA 98823	(509) 754-5088 Ext. 2268	lboyd@gcpud.org

The Contractor shall sign an itemized receipt for all materials furnished by the District at the time such materials are received by the Contractor. The District shall provide a material list for District-supplied equipment and material for this Contract. The Contractor, after receipt of materials, shall check materials for quantities and conformance with the specifications and shall install these materials and shall be responsible for the replacement of all damaged or lost materials and shall make good damage or shortage in such a manner as not to jeopardize the completion of the project within the scheduled time and without cost to the District. The Contractor shall be responsible for returning to the District's warehouse all salvaged or unused materials and keep written records of the same.

District observed holidays are as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

SR-4. SUBSTITUTION OF MATERIALS AND EQUIPMENT

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the Technical Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article or piece of equipment or other manufacturers or vendors which shall perform adequately the duties imposed by the general design shall be considered equally acceptable, provided the material, article, or piece of equipment so proposed is, in the opinion of the District, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without prior written approval from the District Representative.

Offers of substitution of materials or equipment shall include data to substantiate that the "or equal" product meets the following criteria applicable to the time submitted.

A. The change is adaptable to the design,

B. The functional performance shall be equal to or better than the item specified,

C. Where appearance affects the end product, the appearance of the item shall be as good as or better than the item specified,

D. The maintenance cost for the product or item shall be equal to or less than the item specified including establishing and maintaining necessary stock at the District's facilities,

E. The quality of materials used and the level of construction of the item shall be as good as or better than the item specified,

F. The net price of the item shall be within the same price range as the item specified, and

G. The cost to the District of furnishing and installing the item, including any necessary redesign costs by the District Representative which shall be reimbursed to the District by the Contractor shall be equal to or less than that of the item specified.

When substitute materials or equipment necessitates changes to or coordination with other portions of the work, the data submitted shall include shop drawings showing all such changes. As part of any acceptance of substitute materials or equipment, the Contractor shall furnish all materials, perform all

installation and make all other modifications as may be required to incorporate such changes at no additional cost to the District.

SR-5. WORK ORDER DRAWINGS

Upon receipt of each fully executed Authorization for Work (Exhibit "K"), the Contractor shall set aside one complete set of prints of the work order drawings, upon which he shall record and cause the various Subcontractors to record, all deviations in work, especially pole and device locations, transformers, switchgear, overhead and underground conductor locations, pipe and conduit locations, underground utilities metering and all deviations due to change orders. Notations and changes shall be done in a neat and legible manner as prescribed by the District Representative. On a daily basis, the Contractor shall permit the District to examine and verify that the work order drawings are being kept up to date. Upon completion of each work order drawing, the Contractor shall immediately deliver the set of marked-up prints to the District Representative.

SR-6. UTILITY LOCATIONS

The District will designate, in the work order drawings, the existence of underground facilities known by it which are located in the proposed areas of excavation. Additional utilities such as water lines, sewer line, gas mains, communication cables, etc., may be constructed across, adjacent to, and along the right-of-way. It shall be the Contractor's responsibility to determine their location and to advise various utilities of the intention of performing work within the area, and he shall be responsible for any liabilities incurred due to damage or loss of these facilities. Should any of these utilities be found to be within the limits of the project(s), the Contractor shall advise the District. The District will determine the disposition of the conflicting utility. Contractor shall fully comply with the provisions of RCW Chapter 19.122.

SR-7. SUBCONTRACTORS

When the need arises, the Contractor may use Subcontractors not identified on the Contractor's Supplemental Bid Form for certain portions of work provided the cost does not exceed $25,000.00 and prior approval is obtained from the District Representative. In no event shall Contractor subcontract more than fifty percent (50%) of the work in this Contract. Subcontracted work approved in accordance with this section, shall be invoiced at cost plus the percentage markup identified for Bid Item No. 74 on the Bid Form. A copy of the invoice showing actual cost must be submitted with the Contractor's invoice to the District. In addition, 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. If the Contractor is subcontracting for items they provided pricing for on their Bid Form, the cost to the District shall not exceed the amount identified on the Bid Form for the subcontracted work, including any markup.

SR-8. SUPERVISION OF CONTRACTOR AND/OR SUBCONTRACTOR WORKERS

Contractor shall supply trained and qualified supervision, per WAC 296-45, for any and all work within the District's switchyard and/or substation. Contractor's supervisor shall be onsite during all work carried out by Contractor and/or Subcontractor's workers and shall be available to the District Representative during the project.

SR-9. MOBILIZATION

Mobilization shall consist of preparatory operations performed by the Contractor, including, but not limited to, those necessary for the movements of its personnel, equipment, supplies, District-supplied material and incidentals to the project site or any District-owned property adjacent to the project site; for the establishment of its field office, buildings and other facilities necessary for work on the project(s); for premiums on bonds for the project and for other operations which it must perform or costs it must incur before beginning work on the various items on the project site(s). Mobilization shall be at the Contractor's expense.

SR-10. NOISE CONTROL

A. The Contractor shall take special precautions to reduce the noise level from work activities. Noise of work shall be kept from exceeding, as a criterion, the NCA 45 curve inside rooms of adjoining buildings with windows kept closed.

B. All operations shall be conducted in such a way that employees of the Contractor and District or any other persons are not subjected to noise levels in excess of those prescribed in the Walsh-Healy Act, on occupational noise exposure.

C. No blasting, air-hammering, excavation or other high noise level operations as determined by the District shall be permitted outside of daylight hours.

SR-11. CONTRACTOR WORK HOURS

All work required to be performed by Contractor shall normally be done between the hours of 6:00 a.m. and 4:30 p.m., Monday through Thursday. Contractor shall provide a minimum 72 hour notice to the District Representative if at any time it becomes necessary or Contractor desires to work at times other than those specified herein or as approved in advance by the District. Approval of any proposed alternative work schedule shall be at the sole discretion of the District Representative.

The Contractor shall be permitted to work on District observed holidays (see Section SR-3.B) when work functions do not require District crew or work force support. Payment for such work will be at the regular Bid Unit Prices specified on the Bid Form with no overtime cost included.

For every hour the Contractor works in excess of the approved work schedule, or works in excess of 40 hours per week, the District shall deduct and retain from the Contract Price, $125.00 per manhour to cover the District's direct and incidental costs including overhead and overtime payroll costs, required for the inspection and observation of work performed outside of the normal work hours specified above or as identified in the approved schedule. If the unapproved hours or excess hours increase the number of days of work per week, two hours will be charged, in addition to the actual hours, for District's additional travel and preparation time. If the District requests the Contractor to work at times outside of the anticipated work schedule referenced above, the $125.00 per manhour deduction shall be waived.

SR-12. UTILITIES

It shall be necessary for the Contractor to make arrangements for the following services at its own expense and pay all charges accrued for same during the life of the Contract:

Water

Electric Service
Telephone/Internet Access
Sanitary convenience (Chemical toilet)
Refuse and waste disposal

SR-13. STORAGE OF MATERIALS AND EQUIPMENT

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

SR-14. AMOUNT OF WORK/TERMINATION

The total amount of work to be performed under the Contract shall not exceed the Total Bid Price on the Bid Form unless the District orders additional work by issuance of a Change Order pursuant to Section GC-11. **The work units shown are estimates only and do not guarantee any minimum quantity of work.** Payments will be based on the actual number of units multiplied by the applicable cost per unit from the Contractor's Bid Form for the particular Bid Item. The District may terminate the Contract at any time without incurring liability or being responsible for any payment to Contractor other than for work satisfactorily completed prior to District's termination.

SR-15. GUARANTEE OF CREWS

The work to be accomplished by this Contract is high priority for the District, and requires close coordination with other District activities. Therefore, it is very important that the District be able to rely upon having a known number of fully equipped crews available at any time between January 31, 2022 and December 28, 2023. The Contractor shall be able to supply at any time during the Contract, upon a maximum of 20 working days after receipt of a fully executed Authorization for Work (Exhibit "K") from the District, the following:

A. Basic Construction Crew - The Contractor guarantees the availability of a minimum of four each, four-man basic construction crews, including equipment (see Sections SR-16 and SR-17) and transportation at the Contractor's expense. This includes moving the basic crew and all equipment as specified in this Contract at the Contractor's expense. No payment will be made for time and expenses incurred by the Contractor for mobilizing crew and equipment to the job site.

B. Supervision – The Contractor's supervising representative shall become acquainted with the District's work practices, specifications and procedures prior to commencing work. When two basic crews or less are utilized under this Contract, such supervising representative shall be available by telephone or in person, as required by District. At the District's option, when three or more basic crews are utilized, the Contractor shall provide a full-time supervising representative (general foreman type) with appropriate transportation and a cellular phone. Such foreman shall maintain constant contact with the District's Line Superintendent or designee as required. The Contractor's supervising representative shall schedule work crews, qualified inspectors and equipment as required by the District to perform the work.

C. Flaggers – The Contractor shall provide all certified and qualified flagmen (paid at no more than the groundmen's classification rate) and appropriate equipment including cones, signs and communications, as required, to meet existing laws.

SR-16. EQUIPMENT – BASIC CREW

A. Basic Construction Crew - The equipment component of a basic construction crew shall consist of: An operationally reliable line truck, completely equipped with a hydraulically powered boom derrick/digger, with hydraulic articulated pole guides, and a 50' minimum height articulated boom-man lift bucket truck, and a one-ton flatbed companion truck as designated by the District Representative. Pole and equipment trailer to haul up to six 45' poles, and a four wheel drive backhoe (580 Case or equivalent) with trailer.

Each line truck for distribution work shall be equipped with hand tools, hot sticks (including hot press with properties for compression connectors, shotgun, switch sticks, hand saws, powered chain saws, cutters, volt meter, ammeter, presses etc.). In addition, Contractor shall provide underground type installing tools including but not limited to stripper, kellem grips, reel jacks, stands and cable pulling equipment, capable of three phase installations (capable of pulling three separate cables simultaneously), and Huskie Robo REC 5510 crimping tool.

Every crew utilized shall be equipped with rotation meter, cable locating equipment and an air, electric, or hydraulic powered hot press with necessary dies, and a cellular phone. The District will not provide any tools or equipment to Contractor.

B. All equipment supplied by the Contractor shall be in good mechanical condition conforming to all Washington State safety laws. Any equipment deemed a safety hazard to the District shall be either repaired or removed from performing District work. The District's Representative will inspect equipment and request equipment be removed from District property as he deems necessary.

C. Contractor shall furnish one full time mechanic for equipment maintenance for up to four basic construction crews and two full time mechanics for equipment maintenance for up to eight basic construction crews.

D. All equipment and vehicles shall be adequate and rated to perform the type of work as required by the District and available in time to perform work as required by the District.

E. All vehicles shall not be manufactured earlier than 2006.

F. All breakdown of equipment shall be repaired as promptly as possible and a copy of the repair invoice be provided upon request.

G. The District shall not be charged for the time on any equipment while it is broke down or in an unsafe working condition or any crew time lost because of equipment down time. It shall be the responsibility of the Contractor to provide the District with an accurate account of all equipment down time.

All vehicles used under this work shall be equipped and marked to meet all rules and regulations of the State of Washington and the personnel shall be trained and qualified as may be required by the State of Washington Department of Labor and Industries' Rules and Regulations. All work and

equipment shall meet all requirements of the Occupational Safety and Health Administration, and the Washington Industrial Safety and Health Act of 1973.

SR-17. PERSONNEL – BASIC CREW

Basic Construction Crew shall consist of: one foreman, two journeyman linemen, one line equipment operator and the equipment specified in Section SR-16 for distribution work. One member of the crew must be trained to provide underground locates. The Contractor shall provide sufficient crews to meet the District's needs.

SR-18. DISTRICT'S RIGHT TO ALTER CREW SIZE

Actual crew make-ups may vary and shall be so designated by the District. Costs adjustments shall be based on the Bid Unit Prices specified on the Bid Form and Supplemental Bid Price Schedule. Any reduction in Basic Crew, when determined by the District, will result in a reduced hourly rate for the Basic Crew. The Contractor shall provide all certified and qualified flagmen (paid at not more than the groundmen's classification rate) as required, to meet existing laws.

Compensation for overtime shall be specified on the Bid Form and Supplemental Bid Price Schedule and shall not exceed 175% of the straight time rate.

SR-19. DISTRICT'S RIGHT TO ALTER ADDITIONAL EQUIPMENT LIST

The District may request the Contractor to add or change specialized equipment to the Contract with the written authorization and approval of the District's Line Superintendent or District Representative on a completed Additional Equipment List form – Exhibit "M". The additional equipment shall be paid on a unit price basis based on actual quantities.

SR-20. REPORTS

The Contractor shall furnish to the District Representative each week a form showing the location, number of man hours per classification and the number of hours for each specific assignment during the week.

The weekly report shall be made up of Daily Report Forms as supplied by the District. The weekly report shall be delivered as directed by District Representative to the District by 3:00 P.M. on Thursday of the week reported.

SR-21. OUTAGES

All hot line work and outages shall be coordinated with the Line Superintendent assigned to the work. Dispatch hot line clearance and switching shall be handled through the District.

SR-22. IMMINENT THREAT TRAINING

Prior to work starting under this contract, the Contractor's personnel will be given training, by the District's Line Superintendent or their qualified designee, specific to communication protocols when an imminent threat to the transmission system exists. Contractor will be instructed to call District System Operations immediately. At the Pre-Work conference, cards with the District System Operations phone numbers on them will be delivered to the Contractor for placement in the Contractor vehicles used on this project.

SR-23. CUSTOMER RELATIONS

Contractor agrees that its personnel and equipment shall at all times present a neat appearance; all work shall be done, all contacts with customers and all complaints handled with due regard for the District's public relations. Contractor agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention.

All complaints and any action taken by the Contractor in connection with such complaints shall be reported to the District.

SR-24. REPLACING IMPROVEMENTS

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

SR-25. GATES AND FENCES

Care shall be exercised that fences adjacent to the distribution line are not damaged. Should damage occur to any fence, it shall be repaired immediately, at the Contractor's expense, to standards equal to those of the existing fence.

The Contractor shall construct and maintain at its own expense such temporary fences, gates, and other facilities as shall be necessary for the preservation of crops, control of livestock and protection of life and property.

Before cutting a fence, the Contractor shall take necessary precautions to prevent the straying of livestock and shall prevent the loss of tension in or damage to adjacent portions of the fence.

The Contractor shall comply with the requests of the landowner or lessee regarding leaving gates open or closed.

SR-26. FIRE PREVENTION

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

SR-27. ROCK EXCAVATION

No additional payment shall be made to Contractor for excavation of rock or because of subsurface conditions encountered in the performance of the work. The Contractor's Total Bid Price shall include all such work.

SR-28. CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees or work, and, at the completion of the work, it shall remove all its rubbish, tools, equipment, and surplus material from and about the structures. The cleaning up of all erection remnants and debris shall be completed immediately after each of these operations is

completed at each work site. The cleaning up of lunch wrappers, garbage, equipment parts, oil filters, and the like shall be done on a day-to-day basis. Fuel, oil, and equipment waste such as drain oil shall be disposed of in approved disposal areas only.

The Contractor shall restore to a satisfactory condition any land which it has disturbed to the extent that erosion or damage to property may result. If the Contractor fails to clean up, the District may do so at the Contractor's expense, and the Contractor and its surety shall be held liable therefore.

Satisfactory restoration of the land shall be completed in an orderly process as soon as practicable following the completion of each phase of the work as it progresses.

SR-29. INSTRUMENT SURVEY

The District will furnish the instrument surveys necessary to establish certain bench marks, base lines and structure locations specifically noted on the work order drawings and such surveys, if any. From the information provided by the District, the Contractor shall develop and make such additional detailed surveys as are needed for the project.

Bench marks, base lines, and structure staking including reference and directional control stakes, as originally established by the District, shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay to the District the reasonable cost to the District of reestablishing them if they are disturbed. The Contractor shall notify the District Representative at least 48 hours in advance of the time the Contractor will commence work on any parts of the project requiring surveys furnished by the District.

The Contractor shall provide reasonable and necessary opportunities and facilities to the District Representative for making measurements during the project.

SR-30. RIGHT-OF-WAY

The right-of-way will be furnished by the District for the work covered by these Contract Documents. No permanent structure of any kind, other than the distribution facilities as described in the Contract Documents, are to be erected thereon. The Contractor shall provide right-of-way for ingress or egress across private property where necessary to gain access to the job site. Should the Contractor need additional working space or lands for material yards, job offices, or other purposes outside of the District furnished right-of-way, Contractor shall obtain such additional lands or easements at their own expense.

SR-31. PERMITS

All permits and licenses necessary to the prosecution of the work shall be paid by the District. Contractor shall be responsible for providing all field engineering or other documentation necessary to obtain such permits and licenses to the District, and complying with any terms and conditions of those permits and licenses.

SR-32. ARCHAEOLOGICAL RESOURCES

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

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

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

CONTRACTOR SAFETY REQUIREMENTS

CS-1. PURPOSE

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

CS-2. GENERAL

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

B. Stop Work Order: District employees also have the authority to immediately stop a work activity without issuing the Initial/Warning Notice. The District employee will immediately notify the District Representative of the Stop Work Order. The District Representative may direct the Contractor to stop work due to safety and health concerns. The Stop Work Order may cover all work on the Contract or only a portion of the work. After the District issues a Stop Work Order, the Contractor shall meet with District Representatives (as determined by the District Representative) to present a written statement outlining specific changes and/or measures the Contractor will make to work procedures and/or conditions to improve safety and health. A Stop Work Order can be rescinded only with the written approval of the District Representative.

1. The Contractor shall not be entitled to any adjustment of the Contract price or schedule when the District stops a work activity due to safety and health concerns that occurred under the Contractor's, Subcontractor's, or supplier's control.
2. The District's conduct does not alter or waive the Contractor's safety and health obligations.
3. Contractor shall provide an onsite Safety Professional as directed by the District Representative based upon number and/or severity of identified safety infractions.
4. Non-compliance with safety requirements could lead to termination of the contract in accordance with Section GC-4.

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

1. The record and report shall include where the incident occurred, the date of the incident, a brief description of what occurred, and a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, and the status of these items. A written report shall be delivered to the District Representative within five business days of any such incident or occurrence.

2. In the event of a serious incident, injury or fatality the immediate group shall stop work. The Contractor/subcontractor shall secure the scene from change until released by the authority having jurisdiction. The Contractor shall collect statements of the crew/witnesses as soon as practical. The District reserves the right to perform an incident investigation in parallel with the Contractor. The Contractor, subcontractor, and their workers shall fully cooperate with the District in this investigation.

3. All cases of death, serious incidents, injuries or other incidents, as determined by the District Representative, shall be investigated by the Contractor to identify all causes and to recommend hazard control measures. A written report of the investigation shall be delivered to the District Representative within 30 calendar days of any such incident or occurrence.

4. For situations that meet the reporting requirements of WAC 296-800, the Contractor shall self-report and notify the District Representative. The District Representative shall notify the District's Safety personnel.

D. The Contractor/subcontractor shall conduct and document job briefings each morning with safety as an integral part of the briefing. The Contractor/Subcontractor shall provide an equivalent job briefing to personnel and/or visitors entering the job site after the original job briefing has been completed. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for the duration of the Contractor's warranty period.

E. Job Site Reviews Performed by the District: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to participate in District job briefs and/or District job site reviews that pertain to the work being performed by the District that may impact the Contractor's work.

F. Job Site Reviews Performed by Contractor: Each Contractor and Subcontractor shall perform and document weekly safety reviews of their work area(s) by a competent person as defined by WAC 296-62-020. Immediately upon request, the Contractor shall provide a copy of the documented job site review to the District Representative. Contractor and Subcontractor supervisors/foremen shall take immediate action to correct violations, unsafe practices, and unsafe conditions. The Contractor and Subcontractor shall be solely responsible to review and monitor the work area or location of all their employees during the performance of work.

G. Site Specific Safety Plan (SSSP): The Contractor shall prepare, implement, and enforce a SSSP for all work included in this Contract. The SSSP shall be delivered to and accepted by the District Representative prior to the start of any on-site work.

1. The SSSP shall, at a minimum, identify and provide mitigation measures for any recognized hazards or conditions. Site and adjacent conditions shall be considered. All significant hazards, including unusual or unique hazards or conditions specific to the Contract work shall be identified and mitigated. The Contractor shall provide

a clear delegation of authority for the work site(s). The Contractor shall identify, locate, and provide direction to the nearest emergency medical facilities. This shall include telephone numbers for emergency services in the area.

2. The Contractor shall make available to all workers at the site(s) the SSSP and ensure that all workers are familiar with the content and requirements of the SSSP. Any subcontractors shall adhere to the Contractor's SSSP.

3. Any emergent hazards not identified in the SSSP shall require a Job Hazard Analysis prior to starting work on the associated job.

In lieu of the SSSP, the District Representative may, at their discretion, accept an Accident Prevention Program implemented and maintained in accordance with Washington state law (WAC 296-155-110).

H. District Rescue Team and Relation to Contractor Emergencies and Back Shift Operations When District Rescue Team is Not Present: Contractors shall be required to submit an Emergency Plan that covers first response and rescues. This is required to be submitted for approval by the District Representative prior to work starting. Contractors are encouraged to familiarize themselves with District First Responder and Rescue Team capabilities. District Response Teams may not be available during all work hours and typically are not available on off-shifts, weekends, and District holidays. Contractors choosing not to provide their own response personnel must include a process that does not rely on the District in the event District Response Teams are not available.

I. Contractor shall ensure all crew members, including Subcontractors, performing work are OSHA 10 certified.

J. The Contractor shall have a designated safety representative on the job site any time work is being performed. The designated safety representative shall have a minimum of OSHA 30 training.

CS-3. SPECIALIZED WORK

A. Requirements for Contractor Representative Attendance at Safety Meetings: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to attend the District monthly safety meeting. The above is a District requirement.

B. Fabricated Lifting Devices: All fabricated lifting devices including materials handling and storage devices, below the hook lifting devices, cranes, derricks and rigging used in the work shall comply with the most current version of the applicable sections of WAC 296-24 Part D, ASME B30.30 Below the Hook Lifting Devices, ASME BTH-1 Design of Below the Hook Lifting Devices Part F and Part L and the District's Fabricating, Repairing, or Modifying Lifting Devices In-House Policy (SA111123B-APP). Where a conflict may exist between the standards, codes and District Policy, the stricter interpretation of the rules shall apply. At a minimum, lifting devices shall be designed with a factor of safety of 5 to the ultimate material strength. Devices shall be load tested to 200% of the rated working load. Devices carrying personnel shall be designed and the design shall be checked by licensed professional engineers. All custom designs shall be approved and load test witnessed and approved by the District Representative before they are permitted for use on District facilities. The above is the most stringent of WAC, ASME and District requirements.

C. Energized Vault Work: All work that takes place regarding underground electrical installations shall comply with the most current version of WAC 296-45 which includes all types of electrical vaults and manholes. When this work involves installing, removing, terminating or switching, personnel must do so without entering the energized vault. To further clarify, all live line tools placed in the energized vault must be properly tested and comply with the requirements set forth in the most current version of WAC 296-45. The above is a Code requirement.

D. Involvement in Job Briefs by Others/Involvement of Others in Contractor's Job Briefs: When work completed by the Contractor will or may affect work being completed by other contractors or by District staff, the Contractor shall ask for a representative from the other contractor or District staff to participate in the Contractor's daily job brief for the purpose of informing the other party of safety hazards that may be encountered as a result of the affected work. Job brief discussion shall include hazards that the other contractor or District staff may encounter as part of the Contractor's work, mitigation measures, clearance points and boundaries, effects that equipment taken out of service or put back into service could have on other parties, Personal Protective Equipment (PPE) requirements and contingency plans. The above is a District requirement.

E. Temporary Traffic Control: When work activities occur within or adjacent to District access roads, the Contractor shall follow the guidelines for Temporary Traffic Control Planning as specified in the current Manual on Uniform Traffic Control Devices. The plan shall be reviewed and approved by the District Representative prior to implementation. The above is a Code requirement.

F. Contractor Hazardous Materials Communication: Due to the age of the District facilities there are known materials used in construction that are now classified as hazardous materials such as lead and asbestos. The District Representative shall provide the Contractor with a list of the known hazards in the work area. This list is not comprehensive. The Contractor shall be aware of possible hazards. If the Contractor identifies a possible hazardous material such as lead, asbestos, SF-6 residue and/or hexavalent chromium, all work in that area must stop until the material is tested and identified. The Contractor shall notify the District Representative immediately upon identification of possible hazardous material.

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

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

G. Caution and Danger Barriers:

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

Contractors that will be introducing hazards as part of their work must barricade the hazardous area to prevent employees from entering the area in accordance with District Policy SA121200-POL. The above is a Code requirement.

H. Confined Spaces: Contractor shall comply with District Policy SA111103-POL. The purpose of a Permit-Required Confined Space Program is to ensure safe practices are utilized prior to and during all construction work activities in confined spaces at District work locations. The District's program is designed to prevent personal injuries, illness, and fatalities in confined spaces. As an employer, the District has developed and implemented this document to meet the written program requirements specified in OSHA regulation 29 CFR 1926 subpart AA and WAC 296-809, the Confined Spaces in Construction Standard. The above is a Code requirement.

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

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

K. Power Delivery Clearance and Lock Out/Tag Out: Contractor employees shall successfully complete the Power Delivery switching and clearance training program prior to being deemed qualified by the District to lock out or tag out machines or equipment. Contractor employees trained and certified as qualified shall be authorized to switch devices and install safety tags for which they are qualified, under the direction of the District's dispatcher, as needed. Contractor employees shall follow the same rules for switching and clearances that apply to District employees as outlined in the District's Switching, Tagging and Clearance Procedures.

If a Contractor employee requests a clearance from the District dispatcher for work to be performed on the District's electric system and the employee is deemed qualified, then the clearance may be issued directly to the requester in accordance with the same rules governing District employees. If the requesting Contractor employee is not deemed qualified, then the clearance shall be issued to a District employee who shall act as the clearance holder and oversee all work performed. The above is a combination of Code and District requirements.

L. Safety Procedures for Transformer Oil Fill

1. General

a. The Contractor shall be aware of the hazards when working in close proximity to electrical circuits and accordingly shall take all necessary precautions to prevent injury and loss of life of employees and damage to equipment and property. All hazardous areas and/or operations existing or created by the Contractor must be taken into account and the Contractor shall take whatever precautionary measures are required and assume all risks from damage claims that arise, due to Contractor's operations.

b. The Contractor shall take extra precautions to prevent nail puncture accidents by removing nails from scrap lumber, etc., at the worksite.

c. The Contractor is advised that the transformers may be infested with insects. If the Contractor wishes to eliminate these insects, the method used must be approved by the District beforehand. Under no circumstances will the Contractor use a pesticide that is not approved by the District.

d. Neither the Contractor's or District's crews shall be allowed to work on top of a transformer while it is under full vacuum. Partial access to the transformer may be required during vacuum leak testing, and tending to the Refrigerated Vapor Trap (RVT), but extreme caution shall be exercised by all personnel.

e. During times when the RVT is in use, the Contractor shall ensure that adequate safety precautions are followed, including at least two personnel on-site. Specifically, during RVT operations, fumes from the cryogenic agents may create a hazardous environment which the Contractor shall monitor and control.

f. If entry inside a transformer is necessary for any reason, the Contractor shall follow Permit-Required confined space entry procedures, as defined by Washington Administrative Code 296-809. The Contractor shall provide all personnel and equipment necessary to comply with the procedures and shall coordinate this work with the District Representative.

g. All employees of the Contractor, Subcontractor or sub-supplier must strictly adhere to the District's "No Smoking" restrictions where imposed. Additionally, no smoking shall be allowed within a 50 foot radius of the transformers and the temporary oil storage tank, during oil processing, before, during, or after the mobilizing and demobilizing phases.

2. Electrical

Due to the District's concern for safety, the transformers shall be electrically grounded during all work performed by the District and the Contractor.

3. Fire

a. The Contractor shall exercise all reasonable caution to prevent fires. Flammable rubbish, especially accumulations of paper, excelsior, and oil-soaked materials, shall be removed from the premises and disposed of as soon as possible. Gasoline, alcohol, oil, solvents, and other flammable substances shall be kept in approved safety containers. All protective covers, drop cloths, and tarpaulins are to be flameproof.

b. The Contractor shall supply and keep adequate fire extinguishing equipment on hand at all times, and in close proximity to the equipment being worked on.

4. Personal Protective Equipment

a. Contractor shall have on hand and supply its workers, Subcontractors and sub-suppliers with proper protective clothing as required by OSHA, WISHA, and/or other regulatory agencies. This protective clothing shall be worn at all times when working around the oil processing equipment and when work inside of the transformer is required.

b. Contractor shall have on hand and supply its workers, Subcontractors and sub-suppliers with ear plugs. Ear plugs shall be worn at all times when working around the oil processing equipment and District marked/designated areas requiring ear protection.

c. The Contractor shall provide a correctly calibrated oxygen level meter for use during confined space entry work inside of the transformer. The Contractor shall be responsible for providing and using a correctly calibrated oxygen level meter during RVT operations.

d. The Contractor shall take adequate precautions to prevent injury and loss of life from falling, while working on top of the transformers. The Contractor is advised that wind conditions can change suddenly and that severe gusts up to 50 mph or more may be encountered when working outdoors. Full-body harnesses and lanyards, in accordance with OSHA regulations, are required when working on top of the transformer.

5. Emergencies

If an emergency situation is created or observed by the Contractor, the District's Dispatch Center should be contacted immediately. To contact the Dispatch Center from:

a. A District telephone, dial ext. 2237 or 2238.

b. An outside telephone line, dial 1-800-216-5226.

The Dispatch Center is manned 24 hours per day.

6. Security

The District's check-in/check-out procedure must be followed by the Contractor's employees and Subcontractor(s) whenever they are at the worksite. This procedure will be explained to the Contractor at the pre-work conference.

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

N. Barge/Vessel Stability and Anchorage: The Contractor shall provide to the District Representative a detailed barge and vessel plan for accomplishing in-water work 10 days prior to beginning in-water work. This plan shall address the following information at a minimum:

1. Details on the anchoring, temporary mooring, assembly and disassembly of the barge/vessels to be used.

2. Details regarding the planned use of cranes or other equipment on the barges/vessels and the methods for placing this equipment on the barges/vessels.

3. Barge/vessel safety and emergency plans.

4. Detailed calculations prepared and sealed by a Professional Naval Architect for any significant water-based work activities which include, as applicable, barge/vessel mooring and anchoring systems, removal or demolition of underwater features, installation of temporary or permanent underwater materials and installation and removal of formwork or falsework. The above is a District requirement.

O. Personnel Lifting Over Water: When the work involves lifting personnel over water, special attention should be given to the requirements within the most recent version of WAC section 296-155-55300 which discusses fall protection requirements, personnel flotation device requirements, and the rescue skiff requirement. The above is a District requirement.

P. Drilling, Cutting, Excavating Above Cables/Conduits

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

EXHIBIT "A" – BID FORM

COMPANY NAME OF BIDDER: _____
(Full Legal Name)

TO: Public Utility District No. 2
of Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, Washington 98823

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

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

The Total Bid Price (calculated total of Bid Item Prices 1 through 74) shall be used in the Bid Evaluation. A price must be placed on each blank or the Bid shall not be considered. In case of an error in addition, the correctly calculated total of the Bid Item Prices (Estimated Quantity times Bid Unit Price) shall prevail.

See Attached Spreadsheets Titled
130-11131H - Exhibit A – Bid Form.xlsx
130-11131H - Supplemental Bid Price Schedule.xlsx

Prices quoted include the cost of insurance and the Payment and Performance Bond required by Contract Documents but do not include Washington State and Local Taxes.

The above quantities are estimated quantities. Payment shall be made by Bid Item based on the actual quantity of the Bid Items completed satisfactorily, up to the amount of the Contract Price. **The undersigned acknowledges and understands a minimum quantity of work is not guaranteed and the District may terminate this Contract at any point without incurring any additional cost (see Section SR-14).**
Yes ____ No ____

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

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

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

All work shall be completed in accordance with Sections SR-1 through SR-32. Yes ___ No ___

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

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

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

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

Name	Address	Phone	Type of Work	Percent of Bid

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

Bidder (full legal name):	
Street Address:	

Mailing Address:			
City, State, and Zip Code:			
Phone:			
Email:			
State Of Incorporation:		If not WA, does Bidder have a physical office located in the state of WA?	Yes __ No __ N/A __

The District uses DocuSign to sign the final Contract Form following Contract Award. Please provide the following information for the person who will be signing the final Contract Form in the event you are the successful Bidder.

Name: _____ Title: _____ Email: _____

Bidder Responsibility Criteria (see Instructions to Bidders Section 9)	
Contractor's License No. (RCW 18.27)	
Washington State Unified Business Identifier (UBI) No. / Washington State Department of Revenue State Excise Tax No. (Title 82 RCW)	
Industrial Insurance L&I Account ID (Title 51 RCW)	
Washington State Employment Security Department No. (Title 50 RCW)	
Individual, Partnership, Joint Venture, or Corporation?	
If a co-partnership, provide the name of the firm under which business is transacted.	

The Bidder hereby certifies that, within the three year period immediately preceding the date of this Bid solicitation, that the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

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

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

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

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

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

Signature: _____ Title: _____

Name (Print): _____ Date: _____
Authorized Representative

Location or Place Executed (City and State): _____

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

EXHIBIT "B" – BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Obligee shall make any award to the Principal for _____

_____

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

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

PRINCIPAL	SURETY
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name

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

EXHIBIT "C" – CONTRACT FORM

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

W I T N E S S E T H:

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

1. SCOPE OF WORK - The Contractor agrees to furnish all, materials, equipment, machinery, tools, plant, labor, and transportation in the manner and form provided by the Contract Documents 130-11131H made a part hereof, entitled Dock Crew 2022-2023.

2. COMPLETION - The Contractor shall perform the work within the times required by the Contract Documents, failure to do so may result in damage to the District.

3. PAYMENT - The District agrees to pay the Contractor for the work herein to be performed in the sum of not to exceed $_____, *subject to the Prompt Payment Discount provision (see Section GC-2)*, plus applicable Washington State Sales Tax in accordance with the Contract Documents.

Sample Only

4. PAYMENT AND PERFORMANCE BOND - The Contractor shall furnish in favor of the District, a Payment and Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Payment and Performance Bond has been tendered.

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

Public Utility District No. 2 of Grant County, Washington	Full Legal Name of Contractor
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT "D" – PAYMENT AND PERFORMANCE BOND

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

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

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

Sample Only

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

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

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

Dated this _____ day of _____, 20___.

"PRINCIPAL"

_____
Full legal company name

_____
Signature

_____
Print name

"SURETY"

_____
Full legal company name

Sample Only

_____
Signature

_____
Print name

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

_____

_____

_____

_____

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

EXHIBIT "E" – CHANGE ORDER

NO. ___

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

A. Description of Change:

B. Time of Completion: The revised completion date shall be _____.
OR
The completion date shall remain _____.

Sample Only

C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall remain unchanged (be increased/decreased by the sum of $_____ plus applicable sales tax). This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is $_____, including changes incorporated by this Change Order.

D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2 of Grant County, Washington	Full Legal Name of Contractor
Accepted By: _____	Accepted By: _____
Name of Authorized Signature Title	Name of Authorized Signature Title
Date: _____	Date: _____

EXHIBIT "F" – DISTRICT INSTRUCTIONS

No. _____

Contract No.:	130-11131H	Drawing No. (if applicable):	
Project Name:			

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

☐ 1. An interpretation of Contract Documents, or

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

INSTRUCTION:

Sample Only

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

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

Public Utility District No. 2 of Grant County, Washington	Full Legal Name of Contractor
Accepted By: _____	Accepted By: _____
Name of Authorized Signature Title	Name of Authorized Signature Title
Date: _____	Date: _____

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

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

EXHIBIT "G" – CONTRACTOR CHANGE ORDER PROPOSAL

No. _____

Contract No: 130-11131H Date: _____

Drawing No.: _____

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

A. Description of Proposal: (attach separate document/pages/drawings, etc., as needed)

B. Proposed Contract Time of Completion Adjustment: (if any)

1. Describe impact of proposal on Contract time of completion or milestone(s) (attach separate pages, documents as needed).
2. Provide reason/justification for any change to the Contract completion date or required milestone date(s) including a description of circumstances leading to the event that required this proposal (attach separate pages, documents as needed).
3. Provide all supporting data that will be helpful to the District in evaluating the proposed schedule change (attach separate pages, documents as needed).
4. Date event occurred (if applicable) that required this proposal as well as attaching a revised project schedule showing the impact (if any) of the proposed schedule change.

C. Proposed Contract Price Adjustment: (if any)

1. Indicate proposed increase/decrease to the Contract lump sum or Contract Price.
2. For any proposed Contract Price adjustment, Contractor shall provide a detailed cost breakdown, including all labor categories, hours, rates, material quantities, and equipment hours and charges (attach separate pages, documents as needed).

$ _____ (lump sum/not to exceed)

D. Impact to project if this Proposal is not accepted: (if any)

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

Full Legal Name of Contractor

Signature: _____

Print Name: _____

Title: _____

Date: _____

Sample Only

EXHIBIT "H" – CERTIFICATE OF COMPLETION AND RELEASE

FROM: _____
(Contractor)

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

Contract No. 130-11131H, entered into the _____day of _____, 20____.

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

Sample Only

KNOW ALL MEN BY THESE PRESENTS:

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

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

a. _____

b. _____

c. _____

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

3. The undersigned further certifies that all work required under this Contract including work required under Change Orders numbered _____ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.

4. Except for the amounts stated under paragraphs 1 and 2, hereof, the undersigned has received from the District all sums of money payable to the undersigned under or pursuant to the above mentioned Contractor or any modification or change thereof.

Certificate of Completion and Release
Page 2

5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the District from any and all claims arising under or by virtue of this Contract, except the amount listed in paragraph 2 hereof; provided however, that if for any reason the District does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but shall release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in paragraph 1, hereof, he shall release the District from any and all claims of any nature whatsoever arising out of said Contractor or modification thereof, and shall execute such further released or assurances as the District may request.

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

Signature: _____ Title: _____

Sample Only

Name: _____ Date: _____
Authorized Representative

Location or Place Executed (City and State): _____

EXHIBIT "I" – COLLECTIVE BARGAINING AGREEMENT, SECTION 2.5

2.5 Contracting and Job Security

2.5.1

The District shall make appropriate provisions in any agreement entered into with any building trades, electrical or mechanical contractor or subcontractor, for the furnishing of work to the District, that such contractor or subcontractor shall conform to the Contract provisions of Washington State law affecting Public Utility District at the time of the contract award, except that contracts let in accordance with Section 2.5.2 shall require adherence to current wage rates. The District shall require contractors to furnish the District with the rates of wages and other employee benefits.

2.5.2

For purposes of the preceding paragraph with respect to contracts for line and substation maintenance and construction, including pole testing and tree trimming, current and prevailing wage rates, employee benefits and working conditions shall be defined as the equivalent of those expressed through collective bargaining for the Union's construction membership. Verification of payment shall be furnished to the Union by way of Contractor certified payroll documents upon request. It is agreed by the parties hereto that this requirement can be fulfilled by the contractors having an agreement with Local 77.

2.5.3

Written notice shall be given to the Union prior to the start of pending contract work.

2.5.4

It is recognized by both the Union and the District that a stable total work force is desirable. To this end, the District shall not use contracting as a reason for reduction of force. In the case of lack of work because of automation or technological change, reductions shall be made by attrition when reassignment is not feasible. Employees so affected shall not lose their established pay rate.

EXHIBIT "J" – BOND IN LIEU OF RETAINAGE

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto Public Utility District No. 2 of Grant County, Washington (hereinafter "District"), and to any claimants eligible to file a lien or claim against monies retained by the District pursuant to RCW 60.28 (hereinafter collectively designated as "Obligees"), from monies earned by Principal in the sum stated below, to the payment of which, well and truly to be paid, we bind ourselves, or heirs, executors and successors jointly and severally, firmly by these presents.

The condition of the obligations is such that, whereas, the Principal and the District entered into a Contract for public improvement for _____ and, whereas, the Principal requested the District to accept this bond in lieu of all of the Contract retainage which the District would otherwise be required to withhold pursuant to Chapter 60.28 RCW; and whereas, the Principal has submitted to the District this bond executed by itself and the Surety, a corporation authorized to issue surety bonds in the State of Washington, in the penal sum of, $_____ lawful money of the United States of America, which is 5% of the Contract Price, and the Principal has requested the District, within 30 days of delivery of the bond to the District, to release the monies that would otherwise be retained; and the District has consented to permit Principal to file this bond in lieu hereof.

Sample Only

NOW, THEREFORE, if the Principal shall indemnify the Obligees from all loss which Obligees may suffer by virtue of the release of retainage to Principal on monies earned or to be earned, and shall pay any sum which Obligees may recover on their claims, together with costs of suit, reasonable legal fees, and interest to which the claimants may be entitled consistent with law and any claims, costs of suit and reasonable legal fees incurred by the District, then this obligation to be null and void, otherwise to be in full force and effect.

Provided: however, it is expressly understood and agreed:

1. This bond is given and accepted under and in accordance with the provisions of RCW 60.28 and is subject to all claims and liens and in the same manner and priority as set forth for retained percentages contained therein.

2. The laws of the State of Washington shall be applicable in the determination of the rights and obligations of the parties hereunder.

3. No right of action shall accrue upon or by reason hereof to, or for the use or benefit of anyone other than the Obligees herein identified.

4. The aggregate liability of the Surety under this bond for claims against this bond shall not exceed the penal sum of this bond unless change orders, changes in quantities of work or materials provided or other amendments to the Public improvement Contract increase the amount the District is required to retain, in which event the aggregate liability of the Surety shall increase by a sum equaling the increase in the Contract Price multiplied by 5%.

5. The Surety acknowledges that increases in Contract Price may occur as identified in the preceding paragraph. The Surety hereby waives any defense of lack of notice of said increases and the consequent increases in retainage released to the Principal against claims by the Obligees, or any of them.

6. In the event Principal fails at any time to pay persons protected under Washington law, RCW Chapter 60.28, or the District has reason to believe that the District or other Obligee has a claim against the retainage or for other good cause, the District claim against the retainage may, at its option, resume retaining from monies earned by Principal such amount as it would otherwise be entitled to retain had this bond not been accepted. Notwithstanding the District's resuming such retainage, this bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Principal. After Principal has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to this agreement. Notwithstanding any action the District may take pursuant to this section, Surety shall remain liable as set forth above. It shall be no defense, by Surety or Principal, against any claim under this bond that the District should have resumed retaining monies.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seal this ____ day of _____, 20___.

Sample Only

"PRINCIPAL"

_____
Signature

_____
Print Name

_____
Attorney in Fact

"SURETY"

_____
Signature

_____
Print Name

_____
Attorney in Fact

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

_____

_____

_____

_____

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

EXHIBIT "K" - AUTHORIZATION FOR WORK

Date: _____ Issued pursuant to Contract: 130-11131H

Project Number: _____ Amendment: _____

Project Name: _____

District Representative: William Coe

hereby requests and authorizes the Contractor to perform the following work:

Scope of work 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.

_____

_____

_____

Compensation is to be paid in accordance with GC-12, Payment/Retainage.

Miscellaneous: _____

_____

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON	FULL LEGAL NAME OF CONTRACTOR
Accepted By: _____	Accepted By: _____
Name Title	Name Title
Date: _____	Date: _____

EXHIBIT "L" – ANTICIPATED AND POTENTIAL PROJECTS

A. Anticipated Projects

Project	Project Description	Estimated Quantity
CR9 to V16 - Winchester Substation to Tommer Pit	Rebuild, new poles, conductor, and associated hardware, airswitch.	Approximately five miles 336 AAC
B6 – Burke Substation to Bev-Burke Rd and Baseline Rd	Rebuild, new poles, conductor, and associated hardware.	Approximately 1.3 miles double circuit 795 AAC
B6 – Baseline Rd to 1 Rd SW to Silica Rd.	Rebuild, new poles, conductor, and associated hardware, airswitch.	Approximately six miles (1/2-mile new build), 795 AAC
L7 – Soap Lake Substation to 23 Rd NE	Rebuild, new poles, conductor, and associated hardware.	Approximately three mile 795 AAC
DR20 to MV6 - McConihe Rd, across Moses Lake along F Rd NE to 4 Rd NE	• Rebuild, new poles, overhead conductor, and associated hardware. • New build, two vaults, underground conductor across Moses Lake (Water Installation).	Approximately 1.6 miles of #336 AAC Approximately 0.7 miles #750AL-EPR strand filled
ECBID - Ruff Substation to East Low Canal at 8 Rd NE	New build, including new poles, conductor and associated hardware, regulator bank, 1100AL-EPR feeder get-a-ways.	Approximately eight miles double circuit #795
MA6 – Substation to 28 Rd SW, east along 28 Rd SW	Rebuild, new poles, conductor, and associated hardware.	Approximately two miles of #795 AAC Approximately five miles of #336 AAC
R12 – Substation to A Rd SW to 13 Rd SW	Rebuild, new poles, conductor, and associated hardware.	Approximately 2.5 miles double circuit #795 AAC Approximately one mile #336 AAC

B. Potential Projects

General Work	Description	Estimated Quantity
Neutral Additions	Adding a neutral conductor to existing feeders such that "delta" services can be converted to "wye" services.	At least 40 unique sites
Customer Connections	Constructing new electrical services, single and three-phase, to residential, commercial, and industrial customers.	As needed
Underground Boring	Perform boring for six-inch, four-inch, three-inch, and two-inch schedule 80 conduits.	Various, but at least one mile of six-inch

General Work	Description	Estimated Quantity
Cable Replacements	Replace underground conductors that have faulted or that need to be upgraded.	As needed
Pole Change-outs	Replacing poles on energized circuits. Poles to be replaced may include damaged poles, rejected poles, or concrete poles	As needed
Feeder Construction/Repair	May include construction or repair distribution feeders, including distribution devices and services	As needed
Transmission Construction/Repair	May include construction or repair transmission lines, 115 kV and 230 kV circuits	As needed
Substation Work	May include construction, installation, or replacement of feeders, switches, insulators, structures and substation rock/fence	As needed
Earthwork	May include earthwork for transmission lines, distribution feeders, or substations	As needed

EXHIBIT "M" – ADDITIONAL EQUIPMENT LIST

In accordance with Section SR-19, the Contractor agrees to provide the District with the following equipment, which was not included in Exhibit "A", Bid Form. The equipment rates below include all costs of operation, including fuel, insurance, mileage and maintenance.

Equipment Description	Unit Price

PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

Accepted By: _____

William Coe
District Representative

Date: _____

FULL NAME OF CONTRACTOR IN CAPS

Accepted By: _____

Name
Title

Date: _____

EXHIBIT "A" - BID FORM

Bid Item No.	Description	Unit Type	2022			2023		
			Estimated Quantity	Bid Unit Price	2022 Bid Item Price	Estimated Quantity	Bid Unit Price	2023 Bid Item Price
1	4-man Basic Construction Crew and Equipment as specified in SR-16 and SR-17 **Straight Time Rate**	Hour	8,320		$ -	8,320		$ -
2	4-man Basic Construction Crew and Equipment as specified in SR-16 and SR-17 **Overtime Rate** (shall not exceed 150% of Straight Time Rate)	Hour	400		$ -	400		$ -
3	Flagger as specified in SR-16 **Straight Time Rate**	Hour	7,000		$ -	7,000		$ -
4	Flagger as specified in SR-16 **Overtime Rate** (shall not exceed 175% of Straight Time Rate)	Hour	400		$ -	400		$ -
5	General Foreman as specified in SR-16 **Straight Time Rate**	Hour	120		$ -	120		$ -
6	General Foreman as specified in SR-16 **Overtime Rate** (shall not exceed 175% of Straight Time Rate)	Hour	20		$ -	20		$ -
7	Heavy Line Equipment Man **Straight Time Rate**	Hour	4,000		$ -	4,000		$ -
8	Heavy Line Equipment Man **Overtime Rate** (shall not exceed 175% of Straight Time Rate)	Hour	400		$ -	400		$ -
25	Reliable line truck	Hour	400		$ -	400		$ -
26	Dump truck with 14 yard capacity	Hour	400		$ -	400		$ -
27	Vactor Truck	Hour	200		$ -	200		$ -
28	Hydraulic crane, 20 ton minimum capacity	Hour	100		$ -	100		$ -
29	Hydraulic crane, 100 ton minimum capacity.	Hour	100		$ -	100		$ -
30	Hydraulic crane, 225 ton minimum capacity with 185 ft. main boom	Hour	50		$ -	50		$ -
31	Hydraulic breaker model TB725X	Hour	100		$ -	100		$ -
32	FMC skidder equipped with 20,000 lb boom or approved equal	Hour	500		$ -	500		$ -
33	FMC skidder equipped with 17 ton boom or approved equal	Hour	150		$ -	150		$ -
34	325 bobcat compact excavator or approved equal	Hour	500		$ -	500		$ -
35	All-terrain forklift, 6 ft. forks with 6,000 lb. lifting capacity	Hour	300		$ -	300		$ -
36	D-6 bulldozer or approved equal	Hour	300		$ -	300		$ -
37	D-8 bulldozer or approved equal	Hour	100		$ -	100		$ -
38	D-8 bulldozer equipped with vibratory conduit plow or approved equal	Hour	250		$ -	250		$ -
39	Vermeer 830 conduit/cable plow or approved equal	Hour	500		$ -	500		$ -
40	Small vibratory cable plow with Maxi-Sneaker C 26 x 12.00 x 12 Tires, Poly Filled P75 cable plow. 18 to 24" inch pulling blade, offset adaptor for blade. Engine block heater "Hydra-Borer" attachment, 50 ft. of drill stem. Drill stem starting guide with one trailer of 6500 GVWR, equipped with additional toolbox for drill stem, 10"x 12"x 10'	Hour	300		$ -	300		$ -
41	Rockwell trencher	Hour	300		$ -	300		$ -
42	Trackhoe, 50,000 lb. class	Hour	1,200		$ -	1,200		$ -
43	Pressure digger, capable of digging holes a minimum of 13 ft. deep and a minimum of 36 in. diameter	Hour	250		$ -	250		$ -
44	Highline front end loader with forks to lift reels or approved equal	Hour	200		$ -	200		$ -
45	Portable compactor	Hour	200		$ -	200		$ -
46	Asphalt cutter	Hour	200		$ -	200		$ -
47	4-wheel ATV	Hour	200		$ -	200		$ -
48	Water truck, 2,500 gallon minimum capacity with spray system	Hour	500		$ -	500		$ -
49	Water Trailer - 500 gallon capacity	Hour	350		$ -	350		$ -
50	Hydraulic press, 60 ton with dies	Hour	100		$ -	100		$ -
51	V-groove puller/rewinder or approved equal	Hour	300		$ -	300		$ -
52	Wire stringing equipment, single drum complete 4,000 lb. minimum tension @ 4 mph. Includes all tension pulling and transportation equipment, and communication radios	Hour	50		$ -	50		$ -
53	Wire string equipment, four (4) drum complete 7,000 lb. minimum tension @ 4 mph. Includes all tension pulling and transportation equipment and communication radios	Hour	1,200		$ -	1,200		$ -
54	GMP C cable lasher, P/N 71420 or approved equal	Hour	100		$ -	100		$ -
55	GMP J2 cable kasher, P/N 86070 or approved equal	Hour	100		$ -	100		$ -
56	Lashing equipment with cable reel trailer to handle 8-foot reel lasher, pull rope, "Shotgun" arm, lashing wire grip and aerial cable chute guide	Hour	300		$ -	300		$ -
57	9 HP hydraulic power pack or approved equal, fiber optic cable blower 100 psi minimum, air compressor	Hour	100		$ -	100		$ -
58	Portable compressor	Hour	500		$ -	500		$ -

59	Directional boring. One (1) bore with one (1) 2" HDPE conduit (conduit furnished by District)	Linear Feet	5,000		$ -	5,000		$ -
60	Directional boring. One (1) bore with two (2) 2" HDPE conduit (conduit furnished by District)	Linear Feet	3,000		$ -	3,000		$ -
61	Directional boring. One (1) bore with one (1) 3" HDPE conduit (conduit furnished by District)	Linear Feet	400		$ -	400		$ -
62	Directional boring. One (1) bore with one (1) 4" HDPE conduit (conduit furnished by District)	Linear Feet	800		$ -	800		$ -
63	Directional boring. One (1) bore with one (1) 6" HDPE conduit (conduit furnished by District)	Linear Feet	1,000		$ -	1,000		$ -
63	Directional boring. One (1) bore with **two conduits** (QTY 2) 2" HDPE conduits (conduit furnished by District)	Linear Feet	500		$ -	500		$ -
64	Directional boring. One (1) bore with **two conduits** (1) 2" HDPE conduit and (1) 3" HDPE conduit (conduit furnished by District)	Linear Feet	300		$ -	300		$ -
65	Directional boring. One (1) bore with **two conduits** (1) 2" HDPE conduit and (1) 4" HDPE conduit (conduit furnished by District)	Linear Feet	1,600		$ -	1,600		$ -
66	Directional boring. One (1) bore with **two conduits** (1) 2" HDPE conduit and (1) 6" HDPE conduit (conduit furnished by District)	Linear Feet	1,000		$ -	1,000		$ -
67	Directional boring. One (1) bore with **two conduits** (1) 4" HDPE conduit and (1) 6" HDPE conduit (conduit furnished by District)	Linear Feet	1,000		$ -	1,000		$ -
68	One lot (50) fiberglass arm extensions, 6 ft. Maydwell and Hartzell Cat. No. 13443-6 or approved equal	Week	300		$ -	300		$ -
69	One lot (8) temporary fiberglass dead arms	Week	200		$ -	200		$ -
70	One lot (12) 795 ACSS bolt grips, 6 bolt minimum	Week	30		$ -	30		$ -
71	One lot (100) distribution, 6" travelers neoprene lines, Sherman Reilly model X5-100 or approved equal	Week	400		$ -	400		$ -
72	One lot (50) transmission, 24" travelers neoprene lines, Sherman Reilly or approved equal	Week	50		$ -	50		$ -
	SUBTOTAL BY YEAR (sum of bid items 1-72)				$ -			$ -
							SUBTOTAL FOR CONTRACT TERM	$ -
73	Estimated amount for subcontractors for the Contract term (see Section SR-7).	Dollars						$100,000.00
							Percentage markup below	Percentage markup x $100,000.00 below
74	Markup for subcontractors utilized in accordance with Section SR-7.	Dollars				$100,000.00		$ -
							TOTAL BID PRICE (Sum of Bid Items 1 through 74 For Contract Term)	$

SUPPLEMENTAL BID PRICE SCHEDULE

Alternate personnel, to be used at the District's option for alterations to crew size and make up in accordance with Section SR-16, or for issuance of a duly authorized Change Order in accordance with Section GC-11.

Overtime Rate shall not exceed 175% of Straight Time Rate. District will reduce any rates exceeding limitations to the maximum allowed.

Item No.	Description	2022		2023	
		Straight Time Hourly Rate	Overtime Hourly Rate	Straight Time Hourly Rate	Overtime Hourly Rate
1	Line Crew Foreman	$	$	$	$
2	Journeyman Lineman	$	$	$	$
3	Line Equipment Man (shall not exceed 86% of Journeyman Lineman rate)	$	$	$	$
4	Head Groundman (shall not exceed 76% of Journeyman Lineman rate)	$	$	$	$
5	Groundman (shall not exceed 72% of Journeyman Lineman rate)	$	$	$	$
6	Apprentice Lineman 7th Period (shall not exceed 90% of Journeyman Lineman rate)	$	$	$	$
7	Apprentice Lineman 6th Period (shall not exceed 86% of Journeyman Lineman rate)	$	$	$	$

SUPPLEMENTAL BID PRICE SCHEDULE

Alternate personnel, to be used at the District's option for alterations to crew size and make up in accordance with Section SR-16, or for issuance of a duly authorized Change Order in accordance with Section GC-11.

Overtime Rate shall not exceed 175% of Straight Time Rate. District will reduce any rates exceeding limitations to the maximum allowed.

Item No.	Description	2022		2023	
		Straight Time Hourly Rate	Overtime Hourly Rate	Straight Time Hourly Rate	Overtime Hourly Rate
8	Apprentice Lineman 5th Period (shall not exceed 78% of Journeyman Lineman rate)	$	$	$	$
9	Apprentice Lineman 4th Period (shall not exceed 73% of Journeyman Lineman rate)	$	$	$	$
10	Apprentice Lineman 3rd Period (shall not exceed 69% of Journeyman Lineman rate)	$	$	$	$
11	Apprentice Lineman 2nd Period (shall not exceed 66% of Journeyman Lineman rate)	$	$	$	$
12	Apprentice Lineman 1st Period (shall not exceed 64% of Journeyman Lineman rate)	$	$	$	$
13	Powderman (shall not exceed 76% of Journeyman Lineman rate)	$	$	$	$

COMMERCIAL EVALUATION

Contract No.:	130-11131H	Contract Title:	Dock Crew 2022-2023

Bid Opening Date			December 15, 2021
Total No. of Bidders:			8
Was prequalification required for bidding?			Yes - HVE
No. of potential Bidders who obtained the Bid documents:			
Was this Bid advertised in the newspaper?	Yes	**If yes, where?**	Spokane and Grant County, WA
Addenda issued?	Yes	**If yes, how many**	2

Additional Information

- Addendum No. 2 was issued the day prior to the Bid due date of December 14, 2021 (established in Addendum No. 1). Bidders were not required to acknowledge Addendum No. 2 on their Bid Form.

Cost Estimate:	**$21,735,412.80**

Bidders

Name of Bidder:	Potelco, Inc.		
Total Bid Price:	$13,394,123.80	**Bid Security:**	Bid Bond
Signature Certification:	NA	**Delivery / Completion:**	As required
Addendum Received:	Yes	**Bidder's Data Provided:**	Yes
Commercially Compliant?	Yes	**Technically Compliant?**	Yes

Additional Information:

- Bidder accepts the Prompt Payment Discount.
- Technically compliant for this contract, not necessarily for other HV prequal work

Name of Bidder:	Wilson Construction Company		
Total Bid Price:	$13,546,413.20	**Bid Security:**	Bid Bond
Signature Certification:	NA	**Delivery / Completion:**	As required
Addendum Received:	Yes	**Bidder's Data Provided:**	Yes
Commercially Compliant?	Yes	**Technically Compliant?**	Yes

Additional Information:

- Technically compliant for this contract, not necessarily for other HV prequal work

Name of Bidder:	Palouse Power LLC		
Total Bid Price:	$13,610,361.40	**Bid Security:**	Bid Bond
Signature Certification:	NA	**Delivery / Completion:**	As required
Addendum Received:	Yes	**Bidder's Data Provided:**	No
Commercially Compliant?	No (see below)	**Technically Compliant?**	No (see add'l information)

Additional Information:

- Bidder accepts the Prompt Payment Discount.
- Bidder did not submit the required Bidder's Data in Section ITB 8E.
- Technically compliance can not be confirmed without ITB 8E. Experience is not known.

Name of Bidder:	Magnum Power, LLC.		
Total Bid Price:	$15,694,460.00	**Bid Security:**	Bid Bond
Signature Certification:	NA	**Delivery / Completion:**	As required
Addendum Received:	Yes	**Bidder's Data Provided:**	Yes
Commercially Compliant?	Yes	**Technically Compliant?**	Yes

Additional Information:

- Bidder accepts the Prompt Payment Discount.
- Technically compliant for this contract, not necessarily for other HV prequal work

Name of Bidder:	Titan Electric Inc.		
Total Bid Price:	$15,878,044.60	**Bid Security:**	Bid Bond
Signature Certification:	NA	**Delivery / Completion:**	As required
Addendum Received:	Yes	**Bidder's Data Provided:**	Yes
Commercially Compliant?	Yes	**Technically Compliant?**	Yes

Additional Information:

- Technically compliant for this contract, not necessarily for other HV prequal work

Name of Bidder:	International Line Builders, Inc.		
Total Bid Price:	$16,035,419.20	**Bid Security:**	Bid Bond
Signature Certification:	NA	**Delivery / Completion:**	As required
Addendum Received:	Yes	**Bidder's Data Provided:**	No
Commercially Compliant?	No (see below)	**Technically Compliant?**	Yes

Additional Information:

- Bidder did not submit the required Bidder's Data in Section ITB 8A.
- Technically compliant for this contract, not necessarily for other HV prequal work

Name of Bidder:	Sturgeon Electric		
Total Bid Price:	$16,775,294.00	**Bid Security:**	Bid Bond
Signature Certification:	NA	**Delivery / Completion:**	As required
Addendum Received:	Yes	**Bidder's Data Provided:**	Yes
Commercially Compliant?	Yes	**Technically Compliant?**	Yes

Additional Information:

- Bidder accepts the Prompt Payment Discount.
- Technically compliant for this contract, not necessarily for other HV prequal work

Name of Bidder:	Michels Pacific Energy, Inc.		
Total Bid Price:	$23,052,237.70	**Bid Security:**	Bid Bond
Signature Certification:	NA	**Delivery / Completion:**	As required
Addendum Received:	Yes	**Bidder's Data Provided:**	Yes
Commercially Compliant?	Yes	**Technically Compliant?**	Yes

Additional Information:

- Bidder accepts the Prompt Payment Discount.
- Technically compliant for this contract, not necessarily for other HV prequal work

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 430-08051 with ADT Commercial LLC, increasing the not-to-exceed contract amount by $218,102.85 for a new contract total of $1,928,895.44 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.

3396

M E M O R A N D U M **December 13, 2021**

TO: Rich Wallen, General Manager/Chief Executive Officer

VI A: Bonnie Overfield, Chief Financial Officer
Kevin McCarthy, Senior Manager of Internal Services
Fallon Long, Security Manager

FROM: Fallon Long

SUBJECT: Increase Contract Price, Contract #430-08051

Purpose: To request Commission approval to increase the contract price of the Genetec Physical Security Access Control contract with ADT, Contract #430-08051 from $1,710,792.59 to the new contract price of $1,928,895.44.

Discussion: The Security Department was approved in 2018 for two projects. One for the Genetec Physical Security Access Control and the second project, CIP-014 improvements to the Wanapum Switchyard.

The ADT contract was awarded the Genetec Security Center installation. The two projects consisted of the same internal teams performing the work, ADT contactors as well as the same type of work (installation of readers, panels, cameras) being performed. In 2020, we combined the two projects to take advantage of NASPO contract price points.

Justification: In November 2018, new management took over the department and realized significant gaps in the original project scope. After meeting with key stakeholders, the project added additional facilities, cameras and card readers to meet the evolving business security requirements and compliance

We had multiple change orders because the original scope had missed a significant portion of the District. Entire facilities and buildings were missed, we did not have proper infrastructure documentation and aging infrastructure led to compatibility issues with new technology. We did not have records of existing as-builts, and no spare parts inventory. During due diligence and budgetary review, we discovered $2230.39 shortfall and has been added to the contract price increase.

The final change order will secure spare parts inventory to sustain security services through supply chain shortfalls, replace non-operational hardware, migrate Grant Coulee Local Office which is a fiber network hub, and missed ESC Facilities buildings.

The internal labor to prepare the sites for installation is in progress. Upon approval of the contract increase it will require 4 weeks to complete Facilities and Grand Coulee Local Office.

The following provides current contract status and additional fund request:

Current contract price	$1,710,792.59
Additional hardware & resources fund request	$218,102.85
New total not to exceed contract price	$1,928,895.44

Financial Considerations: We are not asking for a budget increase, we have the funds to complete both projects. We only need approval to increase the current contract price by $218,102.85.

Contract Specifics: We have no planned work scheduled with the ADT contractor; the contract is only active due to the shipping delays of spare parts inventory (hardware).

We have completed all locations in the current scope, we are utilizing internal resources to complete installation of card readers at Grand Coulee Local Office and card readers and cameras at the Facilities Office. When we received the inventory, we will be able to close the contract.

Recommendation: Commission approval to increase the contract price by $218,102.85.

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

CHANGE ORDER
NO. 13

Pursuant to the Terms and Conditions of proposal SPK-11149, the following changes are hereby incorporated into this Contract:

A. Description of Change:

1. Supply and install Genetec access control system equipment at the Grand Coulee Local Office and the Ephrata Service Center facilities and deliver the spare parts inventory, all in accordance with the Contractors Change Order Request No. 891146020. This change results in an increase to the Contract Price in the amount of $215,772.46.

2. Increase the overall not to exceed Contract Price in the amount of $2,330.39 to compensate Contractor for previously authorized work at the Wanapum Switchyard.

B. Time of Completion: The completion date shall remain June 30, 2022.

C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of $218,102.85 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 $1,928,895.44, 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	ADT Commercial, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Grant County PUBLIC UTILITY DISTRICT
Excellence in Service and Leadership

Change Order Table

Contract Title:

Contract No.	430-08051	Award Date:	3/28/2018
Project Manager:	Fallon Long	Original Contract Amount:	$1,258,035.72
District Representative (If Different):		Original Contract completion:	3/31/2019
Contractor:	ADT Commercial LLC (was Aronson Security Group)	Total CO Cost Change Amt	$670,859.72

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Add CIP language and increase Contract Price for Contractor to supply and install 2 cameras at PR water tower.	Sr Manager	07/19/18	N/A	$79,415.70	$1,337,451.42	$79,415.70
2	Extend the Contract completion date.	Sr Manager	03/27/19	12/31/20	$0.00	$1,337,451.42	$79,415.70
3	Increase the Contract Price for the installation of the Genetec access control system at additional District locations.	Sr Manager	12/04/19	N/A	$145,313.41	$1,482,764.83	$224,729.11
4	Increase the Contract Price for the supply and install of additional surveillance cameras and access controls at the ESC and EHQ.	Sr Mgr	02/12/20	N/A	$95,714.08	$1,578,478.91	$320,443.19

5	Increase the Contract Price for the supply and install of 70 Genetec camera licenses and 2 cameras at the Quincy office.	Sr Mgr	06/03/20	N/A	$24,567.80	$1,603,046.71	$345,010.99
6	Increase Contract Price for the supply and stall of a thermal video surveillance at the Wanapum Switchyard.	Sr Mgr	06/19/20	N/A	$100,566.63	$1,703,613.34	$445,577.62
7	Increase Contract Price for 25 Genetec security desk client connections.	Sr Mgr	07/01/20	N/A	$7,179.25	$1,710,792.59	$452,756.87
8	Extend the Contract completion date.	Sr Mgr	12/09/20	01/31/21	$0.00	$1,710,792.59	$452,756.87
9	Extend the Contract completion date.	Sr Mgr	01/20/21	06/30/21	$0.00	$1,710,792.59	$452,756.87
10	Extend the Contract completion date.	Sr Mgr	06/30/21	08/30/21	$0.00	$1,710,792.59	$452,756.87
11	Extend the Contract completion date.	Sr Mgr	08/23/21	10/31/21	$0.00	$1,710,792.59	$452,756.87
12	Extend the Contract completion date.	Sr Mgr	10/23/21	06/30/22	$0.00	$1,710,792.59	$452,756.87

13	Increase Contract Price for the installation of the Genetec access control system at the Grand Coulee Local Office, the Ephrata Service Center facilities, the purchase of the spare parts inventory, and compensate Contractor for previously authorized work.	Comm		N/A	$218,102.85	$1,928,895.44	$670,859.72
Total Change Order Cost Change Amount					670,859.72		

From: Guy Wanner
To: Kevin McCarthy; Maria Wren; Fallon Long
Subject: RE: Change Orders for ADT Commercial and Star Production
Date: Monday, January 17, 2022 9:46:00 AM
Attachments: image001.jpg

Thanks Kevin!

Guy Wanner
Procurement Officer II

OFFICE 509.793.1478
EXT. 3132
EMAIL gwanner@gcpud.org

grantpud.org

From: Kevin McCarthy <kmccarthy@gcpud.org>
Sent: Monday, January 17, 2022 9:45 AM
To: Guy Wanner <gwanner@gcpud.org>; Maria Wren <mwren@gcpud.org>; Fallon Long <flong@gcpud.org>
Subject: RE: Change Orders for ADT Commercial and Star Production

I approve !

Kevin B. McCarthy, CUSP, CPP
Senior Manager of Internal Services

CELL. 541.619.3208
EMAIL kmccarthy@gcpud.org

grantpud.org

From: Guy Wanner <gwanner@gcpud.org>
Sent: Monday, January 17, 2022 9:44 AM
To: Kevin McCarthy <kmccarthy@gcpud.org>; Maria Wren <mwren@gcpud.org>; Fallon Long <flong@gcpud.org>

Subject: RE: Change Orders for ADT Commercial and Star Production

Kevin,
It was the attachment I sent you in my last email - I have attached it to this email. The memo is not on the Contract365 dashboard.

I just need your approval to use the memo. To Approve – either respond to this email saying that you are okay/approve the memo – ***OR*** - initial the memo and return it back to me) to use the memo.

Go ahead and call me if you have any other questions.

Thanks

Guy Wanner
Procurement Officer II

OFFICE 509.793.1478
EXT. 3132
EMAIL gwanner@gcpud.org

grantpud.org

From: Kevin McCarthy <kmccarthy@gcpud.org>
Sent: Monday, January 17, 2022 9:33 AM
To: Maria Wren <mwren@gcpud.org>; Guy Wanner <gwanner@gcpud.org>; Fallon Long <flong@gcpud.org>
Subject: RE: Change Orders for ADT Commercial and Star Production

Which memo am I suppose to sign …

Kevin B. McCarthy, CUSP, CPP
Senior Manager of Internal Services

CELL. 541.619.3208
EMAIL kmccarthy@gcpud.org

For Commission Review – 02/22/2022

RESOLUTION NO. XXXX

A RESOLUTION PRE-QUALIFYING CONTRACTORS TO PERFORM ELECTRCIAL WORK FOR GRANT PUD

R e c i t a l s

1. RCW 54.04.085 requires that contractors be pre-qualified to do electrical work for Grant PUD, and pursuant thereto, contractors listed in Appendix A have filed applications for pre-qualification with Grant PUD;

2. Grant PUD's staff have reviewed all applications and their recommendations with respect to the same are set forth in Appendix A attached hereto;

3. Grant PUD's staff recommend rejection of certain contractor pre-qualification requests, and Grant PUD's General Manager concurs with those recommendations; and

4. The Commission has reviewed and considered the recommendations of Grant PUD's staff.

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

Section 1. The various contractor requests received by Grant PUD for pre-qualification are hereby approved and rejected as set forth in Appendix A attached hereto.

Section 2. For these contractors who are pre-qualified as set forth in Appendix A, they shall each designate their employees, and/or subcontractors with electrical contract licenses prior to performing any electrical work for Grant PUD requiring the same.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 8th day of March, 2022.

_____
President

ATTEST:

_____
Secretary

_____
Vice President

_____
Commissioner

_____
Commissioner

2022 PREQUALIFICATION EVALUATION As Applied Appendix A	Aubrey Silvey Inc	Black & Veatch Const Inc	Burke Electric LLC	KVA Electric Inc	NASS	Power City Electric	Summit Line Const. A Quanta Services Co.	Tice Electric Co			
Requested $$ Amount in Millions	**70**	**500**	**30**	**5**	**3**	**15**	**20**	**25**			
A. DISTRIBUTION (up to 15kV):											
a. Hot work - Overhead Line Construction and Maintenance						Accepted	Accepted				
b. Overhead Construction						Accepted	Accepted	Accepted			
c. Underground - Primary (15kV) Cable and Equipment Installation			Accepted			Accepted	Accepted	Accepted			
d. Underground - Secondary (up to 600V) Cable and Equip. Installation						Accepted	Accepted	Accepted			
e. Hot work - Underground Cable System Construction and Maintenance						Accepted	Accepted	Accepted			
f. Plowing - Electrical Power Cable							Accepted				
g. Plowing - Electrical Conduit							Accepted				
h. Trenching - Electrical Conduit			Accepted			Accepted	Accepted	Accepted			
i. Pipe Pushing and Directional Boring							Accepted				
B. TRANSMISSION (115kV TO 230kV):											
a. Hot work - Overhead Line Construction and Maintenance							Accepted				
b. Wood Pole							Accepted	Accepted			
c. Lattice Tower							Accepted	Accepted			
d. Steel, Concrete or Laminated Poles							Accepted	Accepted			
e. Stringing & Sagging Conductor							Accepted	Accepted			
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:											
a. Excavation	Accepted	Accepted		Accepted		Accepted	Accepted	Accepted			
b. Concrete Foundations	Accepted	Accepted		Accepted		Accepted	Accepted	Accepted			
D. SUBSTATION ENERGIZED CONSTRUCTION:											
a. Excavation	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Accepted			
b. Concrete Foundations	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Accepted			
c. Complete installation	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Accepted			
d. Installation and Field Wiring of Fabricated Panels	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Accepted			
e. Power Transformer Assembly and Testing	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted				
f. Power Transformer Vacuum Oil Filling	Accepted			Accepted			Accepted				
E. SUBSTATION ENERGIZED MAINTENANCE:											
a. Maintenance of Power Transformer and LTC's	Accepted			Accepted	Accepted		Accepted				
b. Maintenance of High Voltage Breakers (115 and 230 kV)	Accepted			Accepted	Accepted		Accepted				
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning	Accepted			Accepted	Accepted						
d. Power Transformer Assembly, Oil Processing and Testing	Accepted			Accepted	Accepted		Accepted				
e. Power Transformer Vacuum Oil Filling	Accepted			Accepted	Accepted		Accepted				
F. LIGHTING:											
a. Street Lighting Installation							Accepted	Accepted			
b. Street Lighting Maintenance							Accepted				
G. STORM AND EMERGENCY RESPONSE (for categories listed above):											
	Accepted					Accepted	Accepted				

2022 PREQUALIFICATION EVALUATION With Modification Appendix A	Cannon Constructors LLC	Cascade Cable Constructors Corp	DJ's Electrical	Dynalectric An Emcor Group Inc Co	EC Source Services LLC A Mastec Inc Company	Elctrical Reliability Services A Vertiv Group	Great Southwestern Construction	Henkels & McCoy Inc	International Line Builders	JH Kelly LLC	
Requested $$ Amount in Millions	**25**	**10**	**5**	**2**	**2.5B**	**6**	**500**	**500**	**40**	**175**	
A. DISTRIBUTION (up to 15kV):											
a. Hot work - Overhead Line Construction and Maintenance	x		Accepted		Accepted		Accepted	Accepted	Accepted		
b. Overhead Construction	x		Accepted		Accepted		Accepted	Accepted	Accepted		
c. Underground - Primary (15kV) Cable and Equipment Installation	x		Accepted	Accepted	Accepted		Accepted	Accepted	Accepted	Accepted	
d. Underground - Secondary (up to 600V) Cable and Equip. Installation	x		Accepted	Accepted	Accepted		Accepted	Accepted	Accepted	Accepted	
e. Hot work - Underground Cable System Construction and Maintenance	x		Accepted		Accepted		Accepted	Accepted	Accepted	Accepted	
f. Plowing - Electrical Power Cable		Accepted	Accepted		Accepted			Accepted	Accepted		
g. Plowing - Electrical Conduit	x	Accepted	Accepted		Accepted			Accepted	Accepted		
h. Trenching - Electrical Conduit	x	Accepted	Accepted		Accepted		Accepted	Accepted	Accepted	Accepted	
i. Pipe Pushing and Directional Boring	x	Accepted	Accepted		Accepted			Accepted	Accepted		
B. TRANSMISSION (115kV TO 230kV):											
a. Hot work - Overhead Line Construction and Maintenance	*x*		Rejected		Accepted		Rejected	Accepted	Accepted		
b. Wood Pole	*x*		Rejected	Accepted	Accepted		Rejected	Accepted	Accepted		
c. Lattice Tower			Rejected		Accepted		Rejected	Accepted	Accepted		
d. Steel, Concrete or Laminated Poles	*x*		Rejected		Accepted		Accepted	Accepted	Accepted		
e. Stringing & Sagging Conductor			Rejected	Accepted	Accepted		Accepted	Accepted	Accepted		
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:											
a. Excavation	x	Rejected	Rejected		Accepted		Accepted	Accepted	Rejected		
b. Concrete Foundations	x		Rejected		Accepted			Accepted		Accepted	
D. SUBSTATION ENERGIZED CONSTRUCTION:											
a. Excavation	x		Rejected		Accepted			Accepted	Rejected	Rejected	
b. Concrete Foundations	x		Rejected		Accepted			Accepted			
c. Complete installation			Rejected	Accepted	Accepted		Accepted	Accepted			
d. Installation and Field Wiring of Fabricated Panels	x		Rejected	Accepted	Accepted			Accepted			
e. Power Transformer Assembly and Testing			Rejected	Rejected		Accepted		Rejected			
f. Power Transformer Vacuum Oil Filling			Rejected	Rejected		Rejected		Rejected			
E. SUBSTATION ENERGIZED MAINTENANCE:											
a. Maintenance of Power Transformer and LTC's			Rejected		Accepted	Accepted		Accepted			
b. Maintenance of High Voltage Breakers (115 and 230 kV)			Rejected		Accepted	Accepted	Rejected	Accepted	Rejected		
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning			Rejected	Rejected	Accepted	Accepted		Accepted			
d. Power Transformer Assembly, Oil Processing and Testing			Rejected			Accepted		Rejected			
e. Power Transformer Vacuum Oil Filling			Rejected			Rejected		Rejected			
F. LIGHTING:											
a. Street Lighting Installation	x		Accept						Accepted	Accepted	
b. Street Lighting Maintenance	x		Accept						Accepted		
G. STORM AND EMERGENCY RESPONSE (for categories listed above):											
	x		Accept		Rejected		Rejected	Accepted	Accepted		

2022 PREQUALIFICATION EVALUATION Appendix A With Modification	Magnum Power LLC	Michels Pacific Energy	Mountain Power Const Co	Palouse Power LLC A Capstone Structures Company	PAR Electric A Quanta Company	Potelco A Quanta Company	Rokstad Power Inc	Sturgeon Electric Inc an MYR Group Co	Titan Electric	Wilson Const	
Requested $$ Amount in Millions	**20**	**500**	**25**	**10**	**500**	**50**	**250**	**250**	**200**	300	
A. DISTRIBUTION (up to 15kV):											
a. Hot work - Overhead Line Construction and Maintenance	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
b. Overhead Construction	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
c. Underground - Primary (15kV) Cable and Equipment Installation	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
d. Underground - Secondary (up to 600V) Cable and Equip. Installation	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
e. Hot work - Underground Cable System Construction and Maintenance	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
f. Plowing - Electrical Power Cable	Accepted	Accepted	Accepted	Accepted		Accepted			Accepted	Accepted	
g. Plowing - Electrical Conduit	Accepted	Accepted	Accepted	Accepted		Accepted			Accepted	Accepted	
h. Trenching - Electrical Conduit	Accepted	Accepted	Accepted	Accepted		Accepted			Accepted	Accepted	
i. Pipe Pushing and Directional Boring	Accepted	Accepted	Accepted	Accepted		Accepted			Accepted	Accepted	
B. TRANSMISSION (115kV TO 230kV):											
a. Hot work - Overhead Line Construction and Maintenance	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
b. Wood Pole	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
c. Lattice Tower	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
d. Steel, Concrete or Laminated Poles	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
e. Stringing & Sagging Conductor	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:											
a. Excavation	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Accepted	
b. Concrete Foundations	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Accepted	
D. SUBSTATION ENERGIZED CONSTRUCTION:											
a. Excavation	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Accepted	
b. Concrete Foundations	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted		Accepted	Accepted	Accepted	
c. Complete installation	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
d. Installation and Field Wiring of Fabricated Panels	Accepted	Accepted	Accepted	Accepted	Rejected	Accepted		Accepted	Accepted	Accepted	
e. Power Transformer Assembly and Testing	Rejected	Rejected		Rejected	Rejected	Accepted		Accepted	Rejected	Accepted	
f. Power Transformer Vacuum Oil Filling	Rejected	Rejected		Rejected	Rejected	Rejected			Rejected	Accepted	
E. SUBSTATION ENERGIZED MAINTENANCE:											
a. Maintenance of Power Transformer and LTC's	Accepted	Accepted		Accepted	Accepted	Accepted	Rejected	Rejected	Rejected	Rejected	
b. Maintenance of High Voltage Breakers (115 and 230 kV)	Accepted	Accepted		Accepted	Accepted	Accepted	Rejected	Rejected	Rejected	Rejected	
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning	Rejected	Rejected	Rejected	Rejected	Rejected	Accepted		Rejected	Rejected		
d. Power Transformer Assembly, Oil Processing and Testing	Rejected	Rejected		Rejected	Rejected	Rejected		Rejected	Rejected		
e. Power Transformer Vacuum Oil Filling	Rejected	Rejected		Rejected	Rejected	Rejected		Rejected	Rejected		
F. LIGHTING:											
a. Street Lighting Installation	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Rejected	Accepted	
b. Street Lighting Maintenance	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Rejected	Accepted	
G. STORM AND EMERGENCY RESPONSE (for categories listed above):											
	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	

2021 PREQUALIFICATION EVALUATION *Rejected or Withdrawn*	Rejected	Rejected									
Appendix A	**Sentry Electrical Group**	**Mi Tech**									
Requested $$ Amount in Millions	**No Bond Letter**	**5**									
A. DISTRIBUTION (up to 15kV):											
a. Hot work - Overhead Line Construction and Maintenance											
b. Overhead Construction											
c. Underground - Primary (15kV) Cable and Equipment Installation											
d. Underground - Secondary (up to 600V) Cable and Equip. Installation											
e. Hot work - Underground Cable System Construction and Maintenance											
f. Plowing - Electrical Power Cable											
g. Plowing - Electrical Conduit											
h. Trenching - Electrical Conduit											
i. Pipe Pushing and Directional Boring											
B. TRANSMISSION (115kV TO 230kV):											
a. Hot work - Overhead Line Construction and Maintenance											
b. Wood Pole	Rejected	Rejected									
c. Lattice Tower	Rejected										
d. Steel, Concrete or Laminated Poles	Rejected										
e. Stringing & Sagging Conductor	Rejected										
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:											
a. Excavation											
b. Concrete Foundations											
D. SUBSTATION ENERGIZED CONSTRUCTION:											
a. Excavation											
b. Concrete Foundations											
c. Complete installation	Rejected										
d. Installation and Field Wiring of Fabricated Panels											
e. Power Transformer Assembly and Testing											
f. Power Transformer Vacuum Oil Filling											
E. SUBSTATION ENERGIZED MAINTENANCE:											
a. Maintenance of Power Transformer and LTC's											
b. Maintenance of High Voltage Breakers (115 and 230 kV)											
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning	Rejected										
d. Power Transformer Assembly, Oil Processing and Testing											
e. Power Transformer Vacuum Oil Filling											
F. LIGHTING:											
a. Street Lighting Installation											
b. Street Lighting Maintenance											
G. STORM AND EMERGENCY RESPONSE (for categories listed above):											
	Rejected										

M E M O R A N D U M February 1, 2022

TO: Richard Wallen, Interim General Manager

VIA: Jeff Grizzel, Managing Director – Power Delivery / Interim Chief Operating Officer
Jesus Lopez, Senior Manager – Power Delivery Engineering

FROM: Sharon Lucas, Administrative Assistant – Power Delivery Engineering

SUBJECT: 2022 Pre-qualification of Contractors for Electrical Work

Purpose: Recommend approval and/or rejection of contractor applications seeking pre-qualification for electrical work as stated in the various categories listed for the District's Electric System in the 2022 construction year, per RCW 54.04.085.

Discussion: The District completed an annual Pre-Qualification process as required and described in RCW 54.04.085. The District advertised for contractors to be pre-approved for District electric system work for the 2022 construction year. A legal notice was published mid-July in the following:

- Grant County Journal
- Columbia Basin Daily Herald
- Wenatchee World
- Daily Journal of Commerce - Seattle
- Daily Journal of Commerce - Portland
- Spokesman Review
- Tri-City Herald

In addition to the legal notices published, the Pre-Qualification process and application is posted on the District's Contracting ProcureWare website and can be downloaded by Contractors.

Evaluated contractors completed the standard questionnaire and provided a financial statement. Additionally, contractors provided a statement of work experience, list of previous projects including the associated dollars required to complete the jobs, and a list of key employees to substantiate the categories of work in which they applied. The work categories are described in the table below.

WORK CATEGORIES			
A	**Distribution (up to 15kV)**	**E**	**Substation Energized Maintenance**
B	**Transmission (115kV to 230kV)**	**F**	**Lighting**
C	**Substation De-energized Construction**	**G**	**Storm and Emergency Response**
D	**Substation Energized Construction**		

A group of employees representing Finance, Power Delivery Construction & Maintenance and Power Delivery Engineering reviewed the applications for the requirements specified in RCW 54.04.085, which are: 1) adequate financial resources; 2) necessary experiences by the company and personnel; 3) organization and technical qualification to perform the work; 4) satisfactory record of performance, integrity, judgment, and skills; and 5) be otherwise qualified and eligible to receive a contract award under applicable laws and regulations.

Recommendation: Approve/Reject Contractors for work categories as described below:

A. The following Pre-qualification Applications are recommended for approval ***as applied*** within categories and within the maximum amount of work, expressed in dollars, as submitted by the Contractor. The categories are more fully described in Appendix A.

CONTRACTOR	CATEGORIES							$ Amt Millions
	A	B	C	D	E	F	G	
Aubrey Silvey Inc.			X	X	X		X	70
Black Veatch Construction Inc.			X	X*				500
Burke Electric Inc	X*			X*				30
KVA Electric Inc.			X	X	X			5
NASS					X			3
Power City Electric	X*		X	X*			X	15
Summit Line Const. A Qaunta Co	X	X	X	X	X*	X	X	20
Tice Electric Co.	X*	X*	X	X*		X*		25

X = Recommended Approval

*** see Appendix A for complete detail (partial items requested in certain categories)**

B. The following Pre-qualification Applications are recommended for approval ***with modifications*** (some work not approved) within the specific work categories as they were submitted by the Applicant. Rejection of categories for the following contractors was based on insufficient information (showing inadequate evidence of experience and technical qualifications) received on the application. Refer to Appendix A for complete detail of all categories:

CONTRACTOR	CATEGORIES							$ Amt Millions
	A	B	C	D	E	F	G	
Cannon Constructors LLC	X*	X*	X	X*		X	X	25
Cascade Cable Constructors Corp.	X*		R*					10
DJ's Electrical	X	R	R	R	R	X	X	5
Dynalectric An Emcor Group Co.	X*	X*		R*	R*			2
EC Source Services LLC A Mastec Inc Co	X	X	X	X*	X*		R	2.5B
Electrical Reliability Services A Vertiv Co				R*	R*			6
Great Southwestern Construction	X*	R*	X*	X*	R*		R	500
Henkels & McCoy Inc	X	X	X	R*	R*		X	500
International Line Builders	X	X	R*	R*	R*	X	X	40
JH Kelly LLC	X*		X*	R*		X*		175
Magnum Power LLC	X	X	X	R*	R*	X	X	20
Michel's Pacific Energy	X	X	X	R*	R*	X	X	500
Mountain Power Construction Co.	X	X	X	X*	R*	X	X	25
Palouse Power LLC A Capstone Co.	X	X	X	R*	R*	X	X	10
Par Electric A Quanta Co.	X*	X	X	R*	R*	X	X	500
Potelco A Quanta Co.	X	X	X	R*	R*	X	X	50
Rokstad Power Inc	X*	X		X*	R*	X	X	250
Sturgeon Electric Inc. an MYR Co	X*	X	X	X*	R	X	X	250
Titan Electric	X	X	X	R*	R	R	X	200
Wilson Construction	X	X	X	X	R*	X	X	300

A = Approval R = Rejected

*** see Appendix A for complete detail (partial items requested in categories or rejected in certain categories)**

C. Contractors rejected for the work categories listed below were **rejected** because they failed to provide adequate evidence of experience and technical qualifications in performing the required functions for the specific work category.

CONTRACTOR		CATEGORIES						$ Amt
	A	**B**	**C**	**D**	**E**	**F**	**G**	Millions
Sentry Electric		R*		R*	R*		R	35
Mi-Tech		R*						5

R= Rejected

*** see Appendix A for complete detail (partial items requested in certain categories)**

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

c: Jesus Lopez
Patrick Bishop
Sharon Lucas

From:	Sharon Lucas
To:	Patrick Bishop; Jesus Lopez; Jeff Grizzel
Cc:	Alicia Reynolds
Subject:	RE: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution
Date:	Wednesday, February 2, 2022 9:06:41 AM
Attachments:	image002.png

I approve.

Sharon Lucas
Administrative Assistant
Grant PUD | Power Delivery Engineering
P.O. Box 878 | 30 C Street
Ephrata, WA 98823
Cell 253.279.5369
slucas@gcpud.org

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Wednesday, February 2, 2022 8:55 AM
To: Sharon Lucas <Slucas@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Alicia Reynolds <areynolds@gcpud.org>
Subject: FW: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution

Good morning,

Legal has reviewed the draft Commission Memo and Resolution for the next prequalification of contractors to perform electrical work for the District. Prior to Commission Packet submission, could each of you please provide your approval of the memo by return email? Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

grantpud.org

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Wednesday, February 2, 2022 8:27 AM
To: Patrick Bishop <Pbishop@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>

Subject: Re: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution

The memo and resolution are approved for Commission consideration.
Mitch

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Tuesday, February 1, 2022 7:08 AM
To: Mitchell Delabarre <Mdelaba@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution

Good morning Mitch,

The evaluation of the contractor submitted applications to be prequalified to perform electrical facility construction or improvement on District projects is complete. Can Legal please review the attached draft Commission Memo, Appendix A, and draft Resolution prior to Commission Packet submission? Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

From:	Jesus Lopez
To:	Patrick Bishop; Sharon Lucas; Jeff Grizzel
Cc:	Alicia Reynolds
Subject:	RE: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution
Date:	Wednesday, February 2, 2022 9:57:20 AM

I approve.

Thank you,

Jesus Lopez, P.E.
Senior Manager, Power Delivery Engineering
Grant County PUD
Direct: 509.793.1496
Cell: 509.398.2381
E-mail: jlopez@gcpud.org

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Wednesday, February 2, 2022 8:55 AM
To: Sharon Lucas <Slucas@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Alicia Reynolds <areynolds@gcpud.org>
Subject: FW: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution

Good morning,

Legal has reviewed the draft Commission Memo and Resolution for the next prequalification of contractors to perform electrical work for the District. Prior to Commission Packet submission, could each of you please provide your approval of the memo by return email? Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Wednesday, February 2, 2022 8:27 AM
To: Patrick Bishop <Pbishop@gcpud.org>

Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: Re: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution

The memo and resolution are approved for Commission consideration.
Mitch

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Tuesday, February 1, 2022 7:08 AM
To: Mitchell Delabarre <Mdelaba@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution

Good morning Mitch,

The evaluation of the contractor submitted applications to be prequalified to perform electrical facility construction or improvement on District projects is complete. Can Legal please review the attached draft Commission Memo, Appendix A, and draft Resolution prior to Commission Packet submission? Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

From:	Jeff Grizzel
To:	Patrick Bishop
Cc:	Alicia Reynolds; Jesus Lopez; Sharon Lucas
Subject:	RE: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution
Date:	Wednesday, February 2, 2022 9:25:13 AM

Approved Pat.

Jeff

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Wednesday, February 2, 2022 8:55 AM
To: Sharon Lucas <Slucas@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Alicia Reynolds <areynolds@gcpud.org>
Subject: FW: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution

Good morning,

Legal has reviewed the draft Commission Memo and Resolution for the next prequalification of contractors to perform electrical work for the District. Prior to Commission Packet submission, could each of you please provide your approval of the memo by return email? Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Wednesday, February 2, 2022 8:27 AM
To: Patrick Bishop <Pbishop@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: Re: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution

The memo and resolution are approved for Commission consideration.
Mitch

From: Patrick Bishop <Pbishop@gcpud.org>
Sent: Tuesday, February 1, 2022 7:08 AM
To: Mitchell Delabarre <Mdelaba@gcpud.org>
Cc: Carol Mayer <Cmayer@gcpud.org>
Subject: Contractor prequalification for electrical facility construction or improvement - RCW 54.04.082 - Legal Review of Draft Commission Memo, Appendix A, & Draft Resolution

Good morning Mitch,

The evaluation of the contractor submitted applications to be prequalified to perform electrical facility construction or improvement on District projects is complete. Can Legal please review the attached draft Commission Memo, Appendix A, and draft Resolution prior to Commission Packet submission? Thank you.

Regards,

Patrick Bishop
Procurement Officer
OFFICE 509.793.1556
EMAIL pbishop@gcpud.org

Grant PUD
grantpud.org

For Commission Review – 02/22/2022

Motion was made by _____ and seconded by _____ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 6 to Contract 430-07424A with Gannett Fleming, Inc., increasing the not-to-exceed contract amount by $225,000.00 for a new contract total of $3,700,000.00 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. 6.

xxxx

DocuSign Envelope ID: 5B41E883-6D8E-4932-8304-1BE3349EB530

M E M O R A N D U M **February 7, 2022**

TO: Rich Wallen, Acting General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Interim Chief Operations Officer
Ty Ehrman, Managing Director of Power Production DS TE
Dale Campbell, Senior Manager of Power Production Engineering DS DC
Rebecca Simpson, Engineering Manager, Civil & Dam Safety DS RAS

FROM: Madeline Marsh, Civil Engineer, Dam Safety DS MM

SUBJECT: Contract 430-07424A, Change Order No. 6

Purpose: To request Commission approval of Change Order No. 6 to Contract 430-07424A to increase the Contract Price by $225,000 for a new Not-to-Exceed Contract value of $3,700,000.00

Discussion: The District's Dam Safety Engineering group maintains multiple dam safety engineering contracts in order to support various tasks associated with the continued work associated with dam safety evaluations, analyses, and design efforts. Following a thorough request-for-proposal evaluation process conducted in late 2017, Gannett Fleming was selected as one of five engineering firms to provide dam safety engineering support. On this contract, Gannett Fleming has provided exemplary support to the District on several engineering tasks, focusing on concrete structural and seismic analyses. On-going engineering tasks that Gannett Fleming is performing include Priest Rapids' Cross Canyon Seismic Spillway Stability Analysis; providing preliminary seismic hazards evaluation for the SMR project; and a structural stability analysis of Wanapum's Spillway Monolith 14. A Change Order is being sought to allow continued support from Gannett Fleming on these projects.

This proposed Change Order will allow Gannett Fleming to complete current efforts in support of the District's submitted Plan and Schedule with FERC on the Priest Rapids' Cross Canyon Seismic Spillway Pier Stability Analysis and the structural stability analysis of Wanapum's Spillway Monolith 14. Both are Independent Consultant recommended analyses that resulted from recent Part 12 Inspections. No other future tasks are expected to be added to this contract at this time.

Justification: Gannett Fleming is the best choice for the District to perform these analyses. They provided the structural stability analyses for the Priest Rapids spillway and are the engineer of record of the proposed stabilizing anchor installation design. Gannett Fleming also performed the current stability analyses of record for the concrete structures at both dams, with the exception of Wanapum spillway monoliths 2-13. By allowing the additional funds to complete these analyses, the District keeps the continuity of analysis and reporting as well as continues to benefit from the integrity and quality provided by Gannett Fleming over the years.

DocuSign Envelope ID: 5B41E883-6D8E-4932-8304-1BE3349EB530

Structurally analyzing Wanapum Spillway Monolith 14 is a complex project due to the structure's unique geometry that requires special experience that only a limited number of engineering firms can offer. Gannett Fleming has valuable background information on this structure, which provides the District with both an economic and time benefit over giving this analysis to a different firm to perform. Gannett Fleming provides excellent structural engineering analysis and evaluation support, high quality reports, and engineers well versed in the dam safety industry and with FERC licensed projects.

Financial Considerations: Change Order No. 6 is requesting the addition of $225,000 to the Gannett Fleming Contract. This allows for a consistent quality and format across all structural analyses, both those already performed and the upcoming Monolith 14 analysis, for the best value to the District. Additionally, Gannett Fleming has provided high quality work for prior similar structural analyses. Billing rates were evaluated and negotiated prior to contract award and appear to be fair and reasonable with other top-tier dam safety engineering firms. All planned work activities are in the 2022 budget and will be allocated to various projects depending on the specific project being supported.

Change Order History: See attached change order table.

Legal Review: See attached email.

Recommendation: Commission approval of Change Order No. 6 to Contract 430-07424A to increase Contract Price by $225,000 for a new Not-to-Exceed Contract value of $3,700,000.00.

CHANGE ORDER
NO. 6

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

A. Description of Change: Increase the Contract Price.

B. Time of Completion: The completion date shall remain December 31, 2022.

C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of $225,000.00 plus applicable sales tax. This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is $3,700,000.00, including changes incorporated by this Change Order.

D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2 of Grant County, Washington	Gannett Fleming, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Grant County PUBLIC UTILITY DISTRICT
Excellence in Service and Leadership

Change Order Table

Contract Title:

Contract No.	430-07424A	Award Date:	12/1/2017
Project Manager:	Madeline Marsh	Original Contract Amount:	$350,000.00
District Representative (If Different):		Original Contract completion:	12/31/2022
Contractor:	Gannett Fleming, Inc.	Total Cost Change Amt	$3,350,000.00

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Increase the Contract Price	Managing Dir	06/28/18	N/A	$400,000.00	$750,000.00	$400,000.00
2	Increase the Contract Price	Comm	04/09/19	N/A	$2,250,000.00	$3,000,000.00	$2,650,000.00
3	Increase the Contract Price	Managing Dir	03/22/21	N/A	$400,000.00	$3,400,000.00	$400,000.00
4	Replace Appendix "A" Rate Schedule	Dept Mgr	04/26/21	N/A	$0.00	$3,400,000.00	$400,000.00
5	Increase the Contract Price	Sr/Plant Mgr	10/07/21	N/A	$75,000.00	$3,475,000.00	$475,000.00
6	Increase the Contract Price	Comm		N/A	$225,000.00	$3,700,000.00	$700,000.00
Total Change Order Cost Change Amount					3,350,000.00		

For Commission Review – 02/22/2022

Motion was made by _____ and seconded by _____ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 6 to Contract 430-07424C with Cornforth Consultants, Inc., increasing the not-to-exceed contract amount by $1,200,000.00 for a new contract total of $5,300,000.00 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. 6.

xxxx

DocuSign Envelope ID: EC8BA745-3AB3-4143-861B-19650B33424C

M E M O R A N D U M **February 4, 2022**

TO: Richard Wallen, Acting General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Interim Chief Operating Officer
Ty Ehrman, P.E., Managing Director of Power Production
Dale Campbell, P.E., Senior Manager of Power Production Engineering
Rebecca Simpson, Manager of Dam Safety Engineering
Brandon Little, P.E., Chief Dam Safety Engineer

FROM: Zach Ruby, P.E., Dam Safety Engineer

SUBJECT: Contract 430-07424C, Change Order No. 6

Purpose: To request Commission approval of Change Order No. 6 to Contract 430-07424C to increase Contract Price by $1,200,000 for a new Not-to-Exceed Contract Price of $5,300,000.

Discussion: Cornforth Consultants was awarded this Contract in December 2017 to provide primarily geotechnical-related engineering support for dam safety. Cornforth has proven to provide top-tier engineering support for various complex dam safety engineering projects, analyses, and evaluations. These include the Wanapum Left Embankment seismic risk analysis; Priest Rapids Spillway, Wanapum Left Embankment, and Priest Rapids Left Embankment instrumentation upgrades; FERC-required Priest Rapids Part 12 Independent Consultant inspection; Priest Rapids Left Abutment and Wanapum Left Embankment filter and seepage analyses; embankment recovery plans; and Wanapum Left Embankment and Priest Rapids Left Embankment stability analyses. Due to ongoing work and anticipated 2022 tasks, a Change Order is being sought to allow continued support from Cornforth.

This proposed Change Order will allow District Dam Safety Engineering staff to continue to rely on Cornforth to provide support for the Wanapum Left Embankment seismic risk analysis, Priest Rapids Left Embankment stability analysis, and other tasks supporting Dam Safety capital and O&M projects. Additional tasks anticipated to be assigned to Cornforth in 2022 include Wanapum Right Embankment filter and seepage analysis and project-wide Semi-Quantitative Risk Assessment (SQRA) support. Other future tasks may also be assigned to Cornforth depending on the nature of the work and their ability to meet our project budget and schedule requirements.

Justification: Cornforth Consultants has supported the Wanapum Dam Left Embankment River Closure Section (RCS) Senior Seismic Hazard Analysis Committee (SSHAC) for many years. Over time, the level of support being requested from Cornforth Consultants has increased dramatically. Cornforth is performing the entirety of the 3D FLAC modeling, dam breach modeling, data screening and analysis, and support of the Technical Integration Team. Cornforth is also performing large volumes of report writing and record keeping for the SSHAC process. While not a named member of the SSHAC Team, the success of the SSHAC process relies on the background knowledge and support of Cornforth. Beyond the SSHAC Project, the District continues to receive high-quality dam safety engineering professional services, continues to be in compliance and in good standing with the FERC Division of Dam Safety and Inspections, and fulfill our value of safety by maintaining and operating our dams in a safe and responsible manner. The 2021 Wanapum Dam Part 12 Inspection Report highlighted concerns within the Left Embankment River Closure Section and demonstrated the need for the District to

DocuSign Envelope ID: EC8BA745-3AB3-4143-861B-19650B33424C

maintain relationships with highly qualified, geotechnical engineering firms within the region to help evaluate and monitor our embankment structures. By increasing this Contract Price, the District remains on schedule with current dam safety engineering work Cornforth is supporting, as well as positioning the District advantageously for dam safety engineering support anticipated for 2022 by ensuring the qualified and familiar personnel of Cornforth are available.

Financial Considerations: Change Order No. 6 is requesting the addition of $1,200,000 to the Cornforth Contract. These funds are included in the 2022 budgets and charges incurred by this Contract will be allocated to various projects depending on the specific project being supported. Billing rates were evaluated and negotiated prior to Contract award and appear to be fair and reasonable based on the type of engineering support required for this Contract.

Change Order History: This is the sixth Change Order for this Contract. Change Order No. 3 was intended to provide funds to cover Cornforth's forecasted workload through 2020. Change Order No. 4 provided additional funds to cover Cornforth's increased workload from new tasks assigned in 2020. Change Order No. 5 provided additional funds to cover Cornforth's increased support during 2021 and 2022. As detailed above, Cornforth's role in the SSHAC process has dramatically increased since Change Order No. 5.

Legal Review: See attached email.

Recommendation: Commission approval of Change Order No. 6 to Contract 430-07424C to increase Contract Price by $1,200,000 for a new Not-to-Exceed Contract Price of $5,300,000.

CHANGE ORDER
NO. 6

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

A. Description of Change: Increase the Contract Price.

B. Time of Completion: The completion date shall remain December 31, 2022.

C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of $1,200,000.00 plus applicable sales tax. This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is $5,300,000.00, including changes incorporated by this Change Order.

D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2 of Grant County, Washington	Cornforth Consultants, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Grant County PUBLIC UTILITY DISTRICT
Excellence in Service and Leadership

Change Order Table

Contract Title: Dam Safety Engineering Services

Contract No.	430-07424C	Award Date:	12/7/2017
Project Manager:	Zach Ruby	Original Contract Amount:	$300,000.00
District Representative (If Different):		Original Contract completion:	12/31/2022
Contractor:	Cornforth Consultants, Inc.	Total CO Cost Change Amt	$5,000,000.00

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Increase the Contract Price.	Comm	06/28/18	N/A	$500,000.00	$800,000.00	$500,000.00
2	Increase the Contract Price.	Managing Director	04/25/19	N/A	$200,000.00	$1,000,000.00	$200,000.00
3	Increase the Contract Price.	Comm	09/25/19	N/A	$800,000.00	$1,800,000.00	$1,000,000.00
4	Increase the Contract Price.	Director	08/14/20	N/A	$500,000.00	$2,300,000.00	$500,000.00
5	Increase the Contract Price.	Comm	03/24/21	N/A	$1,800,000.00	$4,100,000.00	$2,300,000.00
6	Increase the Contract Price.	Comm		N/A	$1,200,000.00	$5,300,000.00	$1,200,000.00
Total Change Order Cost Change Amount					5,000,000.00		

February 2022

February 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 30	31	Feb 1	2 9:00am Dave Churchman Rates Discussion with Larry 10:00am Randalynn Hovland 1:1 Rich/Tom (Microsoft	3	4 10:30am 1:1 Rich/Terry P. (Microsoft Teams Meeting) - Randalynn Hovland	5
6	7 1:30pm 1:1 Kevin/Nelson (Microsoft Teams Meeting/Kevin's Office) - Melissa 3:00pm Judy Training	8 9:00am Commission Meeting (EHQ Commission Room / 5:00pm QTEP Public Outreach Meeting (Port of Quincy, 101 F	9 3:30pm Mid-C GM / Commissioner Meeting (Judy, Tom, and Terry) (Virtual) - Commission Meetings	10 8:30am WPUDA Legislative Update - Commission Meetings	11 8:00am Terry Pyle New Commissioner Onboarding - COO Functional Area (HQ-Commission) - Randalynn Hovland	12
13	14 12:30pm 1:1 Rich/Larry (Remains Virtual) (Microsoft Teams Meeting) - Randalynn 2:00pm Nelson UKG Training	15 8:30am Commission Workshop (EHQ Commission Room / Teams Link included in text below) - Melissa Leonard	16 8:00am WPUDA Meetings (Terry) (tbd) - Commission 5:00pm QTEP Public Outreach Meeting (Port of Quincy, 101 F	17 9:00am WPUDA Meetings (Terry) 10:30am FAC Meeting (Judy and Terry) 3:00pm 1:1 Rich/Judy 7:00pm QTEP Public	18 8:00am WPUDA Meetings (Terry) (tbd) - Commission 2:00pm FMP SteerCo Meeting (Tom and Nelson)	19
20	21 8:00am HOLIDAY	22 9:00am Commission Meeting (EHQ 12:00pm Grant County / Grant PUD 4:00pm New 5:00pm QTEP Public	23 1:30pm FMP Steering Committee (Tom and Nelson) (Microsoft Teams Meeting; HQ-Commission) - Melissa Leonard	24 1:00pm Terry Pyle Commissioner Onboarding - CFO Functional Area (HQ-Commission) - Randalynn Hovland	25 1:00pm Terry Pyle Commissioner Onboarding - CFO Functional Area (HQ-Commission) - Randalynn Hovland	26
27	28 8:00am APPA Legislative Rally - Commission Meetings	Mar 1	2	3	4	5

March 2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 27	28	Mar 1 8:00am APPA Legislative Rally - Commission Meetings 2:00pm Terry Pyle Commissioner Onboarding -	2 8:00am APPA Legislative Rally - Commission 9:30am New Commissioner 10:00am 1:1 5:00pm QTEP Public	3 8:00am APPA Legislative Rally - Commission Meetings 7:00pm QTEP Public Outreach Meeting (Virtual) (TDB -	4 8:00am OPEX Commissioner Pyle Orientation (HQ-Commission) - Melissa Leonard	5
6	7	8 9:00am Commission Meeting (EHQ Commission Room / Microsoft Teams) - Commission Meetings	9 10:00am New Commission Onboarding Debrief 1:00pm Commission Training (MyHR, UKG, Timesheets)	10	11 10:30am 1:1 Kevin/Larry (Microsoft Teams Meeting) - Melissa Leonard	12
13	14	15 8:30am Commission Workshop/Tour (Microsoft Teams Meeting; EHQ Commission Room) - Melissa Leonard	16 8:00am WPUDA Meetings (Terry) (tbd) - Commission Meetings	17 8:00am WPUDA Meetings (Terry) (tbd) - Commission 2:00pm 1:1 Kevin/Terry (Microsoft Teams Meeting) - Melissa	18 8:00am WPUDA Meetings (Terry) (tbd) - Commission Meetings	19
20	21	22 9:00am Commission Meeting (EHQ Commission Room / Teams) - Commission Meetings	23	24	25	26
27	28	29	30 2:00pm 1:1 Kevin/Judy (Microsoft Teams Meeting/Kevin's Office) - Melissa Leonard	31	Apr 1	2

April 2022

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 27	28	29	30	31	Apr 1 8:30am 1:1 Rich/Tom (Microsoft Teams Meeting) - Randalynn 10:30am 1:1 Rich/Terry P. (Microsoft Teams Meeting) - Randalynn	2
3	4	5	6	7	8	9
10	11	12 9:00am Commission Meeting (EHQ Commission Room / Microsoft Teams) - Commission Meetings	13 8:00am WPUDA Meetings (Terry) (tbd) - Commission 9:00am 1:1 Rich/Judy (Microsoft Teams Meeting) - Randalynn	14 8:00am WPUDA Meetings (Terry) (tbd) - Commission Meetings	15 8:00am WPUDA Meetings (Terry) (tbd) - Commission 8:00am 1:1 Rich/Larry (Microsoft Teams Meeting) - Randalynn	16
17	18	19 8:30am Commission Workshop/Tour (Microsoft Teams Meeting; EHQ Commission Room) - Melissa Leonard	20	21	22	23
24	25 1:00pm Larry/Kevin 1:1 (Microsoft Teams Meeting) - Melissa Leonard	26 9:00am Commission Meeting (EHQ Commission Room / Teams) - Commission Meetings	27	28 10:00am 1:1 Rich/Nelson (Rich's EHQ Office) - 12:00pm Richard Wallen Quincy Rotary Presentation (Jack's	29 9:00am Judy/Kevin 1:1 (Microsoft Teams Meeting) - Melissa Leonard	30