

A G E N D A
GRANT COUNTY PUBLIC UTILITY DISTRICT
30 C Street SW – Commission Meeting Room
Ephrata, Washington
COMMISSION MEETING
Tuesday, July 26, 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
- 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 July 12, 2022

Special meeting minutes of July 17, 2022

2. Regular Agenda

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract No. 430-11381 with Del Sol, Inc., in an amount not-to-exceed \$2,046,206.52 and with a contract completion date of June 30, 2025. (3412)

3. Review Items For Next Business Meeting

Motion authorizing the General Manager / CEO to sign Purchase and Sale Agreement with the City of Ephrata to acquire 0.16 acres of property adjacent to Grant PUD parcel # 13-0435-028 in the amount \$1,050.00 to support future South Ephrata Substation build out. (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

July 12, 2022

The Commission of Public Utility District No. 2 of Grant County, Washington, convened at 9:00 a.m. at Grant PUD's Main Headquarters Building, 30 C Street SW, Ephrata, Washington and via Microsoft Teams Meeting / +1 509-703-5291 Conference ID: 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: appreciation noted to those responsible for planning and leading the Safety Day Event; update from Semi Annual Leadership Summit; request from SAO requesting schedule adjustment from an annual to biannual audit schedule; release of White House Counsel's report regarding Environmental Quality; appreciation noted with continued progress being made in the fiber build out project; customer project bids; customer credits; customer billing; continued request for improvements to itemized customer estimates; and update on customer easement issue.

Terry McKenzie, Senior Manager of Wholesale, provided the Wholesale Fiber Business Report.

Ross Hendrick, Senior Manager of Environmental Affairs, presented the Lands and Recreation Program Report.

Paul Dietz, Enterprise Risk Manager, provided the Enterprise Risk Report.

Gene Austin, Compliance Program Manager, presented the NERC/WECC R&C Program Report.

An executive session was announced at 12:00 p.m. to last until 1:00 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 1:00 p.m. and the regular session resumed.

Washington PUD Association (WPUDA) President Garry Arseneault introduced himself to the Commission and provided a brief overview of WPUDA's history, leadership, mission, available advocacy services, training and education opportunities, agency collaboration and policy research analysis efforts. Also in attendance were: George Caan, Executive Director; Nicolas Garcia, Policy Director; and Liz Anderson, Deputy Executive Director.

Correspondence was noted Patrick Webb expressing appreciation to Grant PUD for demonstrating outstanding customer service through various interactions with Grant PUD staff.

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

Payment Number	122350	through	122830	\$9,534,708.05
Payroll Direct Deposit	199278	through	200037	\$2,197,701.46
Payroll Tax and Garnishments	20220629A	through	20220629A	\$929,559.05

Meeting minutes of June 28, 2022.

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

The Commissioners reviewed future agenda items.

Motion was made by Mr. Flint and seconded by Mr. Cox authorizing payment to Inland Pipe & Supply, for invoice #S012491773.001 dated May 25, 2022 in the amount of \$19,926.24. After consideration, the motion passed by unanimous vote of the Commission.

The Commission calendar was reviewed.

An executive session was announced at 2:20 p.m. to last until 4:00 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 3:05 p.m. and the regular session resumed.

There being no further business to discuss, the Commission adjourned at 3:05 p.m. on July 12 and reconvened on Friday, July 19 at 8:30 a.m. at Grant PUD’s Main Headquarters Building, 30 C Street SW, Ephrata, Washington and via Microsoft Teams Meeting / +1 509-703-5291 Conference ID: 627 899 217# for the purpose of holding a workshop with the following Commissioners present: Judy Wilson, President; Nelson Cox, Vice-President; Tom Flint, Secretary; Terry Pyle, Commissioner and Larry Schaapman, Commissioner. A copy of the notice of adjournment was posted to the Grant PUD website.

Motion was made by Mr. Flint and seconded by Mr. Schaapman ratifying the WASHINGTON CIVIL RULE 2A MEMORANDUM OF SETTLEMENT AND SETTLEMENT AGREEMENT dated July 18, 2022 between General Construction Company (“GCC”) and Public Utility District No. 2 of Grant County, Washington (“PUD”) resolving litigation between the parties in Grant County Superior Court, Case No. 08-2-01339-8 which has been signed by the PUD General Manager / CEO. After consideration, the motion passed by unanimous vote of the Commission.

An executive session was announced at 2:50 p.m. to last until 3:00 p.m. to discuss pending litigation with legal counsel present pursuant to RCW 42.30.110(1)(i). The executive session concluded at 3:00 p.m. and the regular session resumed.

There being no further business to discuss, the July 12, 2022 meeting officially adjourned at 3:00 p.m. on July 19, 2022.

Judy Wilson, President

ATTEST:

Tom Flint, Secretary

Nelson Cox, Vice President

Terry Pyle, Commissioner

Larry Schaapman, Commissioner

Draft - Subject to Commission Review

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

July 17, 2022

The Commission of Public Utility District No. 2 of Grant County, Washington, convened at 6:00 p.m. via Microsoft Teams with the following Commissioners present: Judy Wilson, President; Nelson Cox, Vice-President; Tom Flint, Secretary; Terry Pyle, Commissioner and Larry Schaapman, Commissioner.

An executive session was announced at 6:00 p.m. to last until 7:00 p.m. to discuss pending litigation with legal counsel present pursuant to RCW 42.30.110(1)(i). The executive session concluded at 6:35 p.m.

The July 17, 2021 special meeting officially adjourned at 6:35 p.m.

Larry Schaapman, President

ATTEST:

Nelson Cox, Secretary

Judy Wilson, Vice President

Dale Walker, Commissioner

Tom Flint, Commissioner

REGULAR AGENDA

Motion was made by _____ and seconded by _____ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract No. 430-11381 with Del Sol, Inc., in an amount not-to-exceed \$2,046,206.52 and with a contract completion date of June 30, 2025.

3412

MEMORANDUM

June 28, 2022

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Bonnie Overfield, Chief Financial Officer
Fallon Long, Senior Manager, Internal Services *F.L.*
Tim Fleisher, Manager, Facilities TF

FROM: Lori Thorpe, District Representative LT

SUBJECT: Award of District Wide Janitorial Services Contract, 430-11381

PURPOSE: Request Commission approval to award the District Wide Janitorial Services Contract 430-11381 to the low bidder, Del Sol, Inc. Del Sol was the only bidder. The current five-year Contract expires on December 31, 2023. However, due to additional costs primarily associated with the COVID response the funding included in the current will expire in July 2022.

Discussion: The Facilities Department's mission is to provide safe, clean, orderly and functional buildings and grounds that contribute to the district's vision and mission.

Over the last 10 years we have utilized contracted janitorial services and have realized the significant savings in both cost and employee resources. This service Contract's scope and pricing are consistent with past years (allowing for market changes in materials & labor). Currently, Del Sol is the Contractor, and we find them to be accommodating, efficient and offer a good value for the work performed.

Contracted janitorial services allow the Facilities group to stay on track with maintaining current core work through the most effective combination of in house and contracted resources. This is where these outside resources such as janitorial provide the best value and contribute to a strong financial position. A contracted janitorial service provides the best value for the district in several significant ways:

- Flexibility of service timing through service intervals that can be adjusted when needed.
- Effective services to protect facilities by having consistent maintenance schedules and equipment.
- Responsive customer service with a contracted staff, available as requested.
- Reduced overall cost of services since management, vehicles, equipment cleaning supplies and training are all handled by the contractor.
- Ability to focus on current Facilities staff in areas that are necessary in addressing core work and unscheduled critical work.
- It supports delivering efficient Facility services at an appropriate customer service level which contributes to providing low, long-term rates.

Justification: Staff have reviewed financial models for how janitorial services are provided and confirmed that contracted janitorial work and this submitted Contract, do provide a cost savings compared to utilizing in-house services (including management, staff, services, materials, etc.) With a

multitude of buildings and variety of locations, the number of employees needed to maintain the core work, emergency work or unscheduled work, clearly shows the number of individuals that would be needed to cover this extensive workload, far outweigh the plausibility of making this Grant PUD employee work. Currently Del Sol has (22) part time employees affiliated with our janitorial duties, which is an extensive work force that we do not have (per industry standard janitorial staffing this equates to (13) full time staff).

An additional point to consider is the additional square footage of office and shop space we have added to this year's contract. Human Resource Offices, Lineman's buildings, District Security Operation Center, Turbine and Generator Offices, Dispatch, Hazmat (x3), and several small shops inside the Service Centers.

The past Contract 430-09000 was intended to run from January 2019 thru December 2023, but with additional daily COVID sanitizing requirements and COVID related field work. These unforeseen expenses over the last 2+ years have led to needing to put a Contract out for bid - those bids were due in June 2022. The funding ability of the current Contract ends in July of 2022 and given current market conditions, along with scope of service adjustments, a new Contract is a better option for the future than continuing to add Change Orders to an out-of-date existing Contract.

Other option considered: Hire additional Facilities custodial staff. The financial comparison of holding a Contract for this work versus the hiring of additional employees proves that contracted services is the least cost option.

Financial Considerations: The total cost for the District Wide Janitorial Contract 430-11381 is \$2,046,206.52. The previous Contract had an average annual spend of \$545,000.00 per year and under the new Contract, with increased material and labor costs, the average annual spend will be approximately \$685,000.00 per year. The \$685,000.00 is an estimated annual savings of \$475,000.00 to perform work with an internal crew (based on the industry standard janitorial staffing mentioned above).

Recommendation: Commission to award Contract 430-11381, District Wide Janitorial Services for the not exceed amount of \$2,046,206.52 to the low bidder Del Sol, Inc. Tri Cities, WA.

Legal Review: See attached email.

EXHIBIT "A" – BID FORM

COMPANY NAME OF BIDDER: Del Sol Inc
 (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 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 7) 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	Hydro Region Section TS-2.A	Month	36	\$ 29,911.42	\$ 1,076,810.98
2	Moses Lake Region Section TS-2.B	Month	36	\$ 5,566.45	\$ 200,392.27
3	Ephrata Region Section TS 2.C	Month	36	\$ 16,370.78	\$ 589,348.22
4	Quincy Region Section TS-2.D	Month	36	\$ 1,276.67	\$ 45,960.05
5	Coulee City Region Section TS-2. E	Month	36	\$ 1,603.07	\$ 57,710.45
6	Grand Coulee Region Section TS-2.F	Month	36	\$ 1,110.68	\$ 39,984.62
7	Additional Services Section TS-3.	Hour	1,000	\$ 36.00	\$ 36,000.00
TOTAL BID PRICE					\$ 2,046,206.59

Prices quoted include the cost of insurance 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.

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 that that a Statement of Experience is required, or Bid shall he rejected. Yes No .

Please see Instructions to Bidders Section 8.B.

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 June 30, 2025. 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 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):	Del Sol Inc.		
Street Address:	4602 Kennedy Road. Suite A/B		
Mailing Address:	PO Box 3028. Pasco, WA. 99302		
City, State, and Zip Code:	West Richland, WA. 99353		
Phone:	866-335-7652		
Email:	Priscilla@delsolcorp.com		
State Of Incorporation:	WA	If not WA, does Bidder have a physical office located in the state of WA?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
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: <u>Priscilla Martinez</u> Title: <u>Owner</u> Email: <u>Priscilla@delsolcorp.com</u>			
Bidder Responsibility Criteria (see Instructions to Bidders Section 9)			
Contractor's License No. (RCW 18.27)		CC DELSOSI785D5	

Washington State Unified Business Identifier (UBI) No. / Washington State Department of Revenue State Excise Tax No. (Title 82 RCW)	602132697
Industrial Insurance L&I Account ID (Title 51 RCW)	249,936-01
Washington State Employment Security Department No. (Title 50 RCW)	000-163936-00-8
Individual, Partnership, Joint Venture, or Corporation?	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 <input checked="" type="checkbox"/> No <input type="checkbox"/>	
If no, are you on the Public Works Training Exemption List? Yes <input type="checkbox"/> No <input type="checkbox"/>	

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: Priscilla Martinez Title: Owner

Name (Print): Priscilla Martinez Date: 6/22/2022
 Authorized Representative

Location or Place Executed (City and State): Ephrata, WA.

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
Del Sol, Inc. _____ (hereinafter called
"the Principal"), as Principal, and Nationwide Mutual Insurance Company _____ 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 \$ Five Percent of Bid Amount, 5% 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 Contract Documents: 430-11381
District Wide Janitorial Contract
_____ 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
Nationwide Mutual Insurance Company, 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 23rd day of June, 20 22.

Del Sol, Inc.
PRINCIPAL
Priscilla Martinez
Signature
Priscilla Martinez
Print Name

Nationwide Mutual Insurance Company
SURETY
[Signature]
Signature
Kirsten Jordan
Print Name



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

1881-1882 - [illegible]

WARRANTY OF TITLE

Know all men by these presents that [illegible]

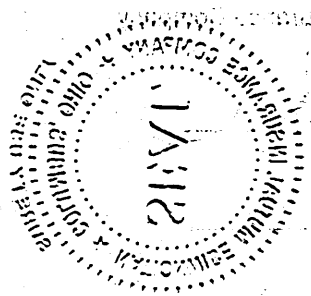
[illegible text describing the warranty of title, mentioning the purchase of land and the obligation of the grantor to defend the title.]

THE STATE OF OHIO, COUNTY OF [illegible]

[illegible text detailing the terms of the warranty, including the date of the deed and the specific parcels of land.]

IN WITNESS WHEREOF, the said [illegible]

has hereunto set his hand and seal this [illegible] day of [illegible] 18[illegible]



[Signature and name of the grantor]

[Signature and name of the grantee]

Witness my hand and seal this [illegible] day of [illegible] 18[illegible]

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHARLES E. HUDON, JACQUELINE F. HERNANDEZ, JODI CLAYTON, KIMBERLEY A. FALL, KIRSTEN JORDAN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

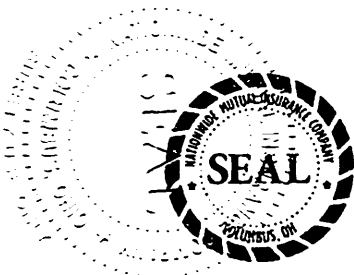
IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur Notary Public, State of New York No. 02MC6270117 Qualified in New York County Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public My Commission Expires October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 23rd day of June, 2022.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

KNOW ALL MEN BY THESE PRESENTS THAT

I, the undersigned, do hereby certify that the following is a true and correct copy of the original as shown to me by the said person

and that the same is a true and correct copy of the original as shown to me by the said person

CHARLES H. HUNTER, ATTORNEY AT LAW, KIMBERLY A. HALL, KIRSTEN L. JORDAN

I, the undersigned, do hereby certify that the following is a true and correct copy of the original as shown to me by the said person

CERTIFICATE

I, the undersigned, do hereby certify that the following is a true and correct copy of the original as shown to me by the said person

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I, the undersigned, do hereby certify that the following is a true and correct copy of the original as shown to me by the said person

[Handwritten signature]

A true and correct copy of the original as shown to me by the said person

CERTIFICATE

I, the undersigned, do hereby certify that the following is a true and correct copy of the original as shown to me by the said person

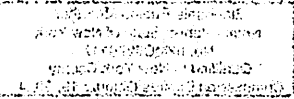
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I, the undersigned, do hereby certify that the following is a true and correct copy of the original as shown to me by the said person



[Handwritten signature]



CERTIFICATE

I, the undersigned, do hereby certify that the following is a true and correct copy of the original as shown to me by the said person

I, the undersigned, do hereby certify that the following is a true and correct copy of the original as shown to me by the said person

I, the undersigned, do hereby certify that the following is a true and correct copy of the original as shown to me by the said person

[Handwritten signature]

A true and correct copy of the original as shown to me by the said person



Bid for RFP #430-11381
Citywide Janitorial Services

Company Overview

Del Sol Corporation, founded over 30 years ago, has a wealth of experience spanning Federal, State, City and Commercial contracting. Del Sol's primary services include janitorial and grounds maintenance, floor and window cleaning, Covid remediation and emergency cleaning response of multi-use buildings, marine ships, laboratories, healthcare clinics and offices, police and fire stations and vehicles. Del Sol is SBE, SWBE, DBE, OMWBE with offices in WA and TX.

Del Sol's largest contracts involve management of multiple sites and employees ranging from single buildings to 25+ buildings under one contract, with all FY 2021 contracts totaling over **2.5 million square feet** of cleanable space **across 30+ contracts**. We take pride in meeting stringent requirements for safety, security and handling complex projects with ease. Del Sol has never received marginal or unsatisfactory reports from any contracts or contracting officers. We are responsive and able to address urgent situations quickly.

Our management team has **25+ years'** experience with the scope of work requested. Del Sol is also very open to hiring the previous company's manager and select janitors, assuming Grant County is satisfied with individual performance.

Our price proposed includes all labor, tools, and equipment, to perform all cleaning services at the highest level of satisfaction. Our dedicated, on site, Del Sol manager will ensure all work is done per the agreed scope of work. The Del Sol manager will meet regularly with management at each location to ensure staff is adequate and to inspect and review areas for improvement.

In the event of a natural disaster, Del Sol would bring backup staff (a pool of 95+ people) from various locations to service the Grant County project, should the need arise. All staff is cross trained to cover and go above and beyond when needed.

Del Sol currently services Grant County PUD as well as courthouse, integrated services, and public works. Our other relevant contracts, that are similar in terms of services and size, are the City of Vancouver and Port of Galveston contracts where we provide full service janitorial and Covid fogging with electrostatic sprayers; combined they are over 1.3 million sq. ft. We are very experienced in secured sites and control centers with security protocols in place. Our next relevant contracts, that are similar in terms of services, is National Oceanic Administrative Association (NOAA) and City of Baytown, where we provide full service janitorial and Covid fogging.

Thank you for the opportunity to bid on the Grant County. We are dedicated to serving you.

Kindly Submitted,

A handwritten signature in cursive script that reads "Priscilla Martinez".

Priscilla Martinez
Owner

Priscilla@delsolcorp.com

Company Overview 2
Ability, Capacity and Skills..... 4
Character, Integrity, and Reputation 4
Performance of Contract per time Specified..... 4
Quality of Performance 4
Previous and Existing Compliance of Laws 4
Technical Approach & Scope of Work 4
Benefits, Hiring and Pay 7
Licensing and Certifications 8
Key Personnel..... 9
References 13
Exhibit A – Bid Form 14
References B – Bid Bond 17

Ability, Capacity and Skills

Del Sol has the financial resources to take on new contracts, even with short notice. Del Sol sets asides six months' worth of operating capital at any given time for any given project. For contracts over 100,000 sq. ft., we typically purchase dedicated equipment, therefore we also have funds set aside for purchase of new equipment. Our team of 95+ people enable us to have solid process, procedures and training protocols to start and work contracts effectively.

Character, Integrity, and Reputation

Del Sol is an honest company with a high integrity team. Del Sol is not involved in litigation, no actions by a state attorney general, and no actions by the Dep of Insurance related to fees or any services proposed. There is no current litigation pending.

Performance of Contract per time Specified

Del Sol has the staff, equipment and supplies and is committed to daily monitoring of the time schedule for performing duties on a regular basis to adhere to the cleaning schedules and statement of work set forth for each facility. Del Sol adheres to customized, contract-specific, statement of work checklists for daily, weekly, monthly, yearly work, monthly QC forms to assess compliance and performance protocols for staff.

Quality of Performance

Del Sol capabilities include, 30 years of janitorial and grounds maintenance, floor and window cleaning, COVID remediation and emergency cleaning response. Del Sol's largest contracts involve management of multiple sites and employees ranging from single buildings to 25+ buildings under one contract, with all FY 2021 contracts totaling over 2.5 million square feet of cleanable space. We take pride in meeting stringent requirements for safety, security and handling complex projects with ease. Del Sol has never received marginal or unsatisfactory reports from any contracts or contracting officers. We are responsive and able to address urgent situations quickly.

Previous and Existing Compliance of Laws

Del Sol has superior performance when it comes to compliance of laws. Del Sol files taxes quarterly, L&I, meets requirements of prevailing wage in Washington and all certifications.

- A. *Del Sol has certificate of registration in compliance with RCW 18.27*
- B. *Del Sol has Washington State Unified Business Identifier (UBI) number*
- C. *Del Sol has Industrial Insurance (worker's compensation) coverage for the Bidder's employees working in Washington State as required in Title 51 RCW*
- D. *Del Sol has an Employment Security Department number as required in Title 50 RCW*
- E. *Del Sol has a Washington State Department of Revenue state excise tax registration number as required in Title 82 RCW*
- F. *Del Sol is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).*
- G. *Del Sol has not have been given notice of assessment issued by the Department of Labor and Industries*
- H. *Del Sol has 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*

Technical Approach & Scope of Work

Plan to administer services at each location

We plan to phase in the contract by retraining and assessing our staff at Grant PUD for two weeks into the contract to re-orient our team on each building per the updated scope of work in the contract. We will also bring in extra staff to ensure adequate coverage. We always overstaff in the beginning. As needed, we will promote (job fair, advertisement) and screen new applications to fill in any voids needed prior to start of contract.

If the Bid is accepted, we will prepare staff schedule, security check and ID badges of each employee, schedule orientation, onsite training, validation of training (by shadowing janitors/supervisors), one week check in and continued monitoring.

Del Sol will perform monthly inspections and QC Forms within 5 days of the start of a new month.

Del Sol will perform monthly inspections, per the scope of contract, via a cleaning checklist and QC Forms within 5 days of the start of a new month.

Our dedicated, on site, Del Sol supervisor and operations manager will ensure all work is done per the agreed scope of work. Del Sol's supervisors and account/operations manager will meet regularly with management at each location to ensure staff is adequate and to inspect and review areas for improvement in addition to weekly and monthly reporting via Quality Control (QC) Forms.

Planned list of equipment utilized for this contract, includes phones/radios, uniforms, janitorial equipment (vacuums, mops, buckets, dust mops, rolling carts/trash cans, supplies, chemicals, etc.) for each closet, Covid sprayers, floor care equipment, window washing equipment, blowers, signs for appropriate situations (wet floor signs, safety signs, caution signs, etc.) and specialty PPE and equipment for Covid Remediation.

Training Program

Del Sol's Training Program included below. The company agrees to modify the program if requested by Grant County. The program shall include as a minimum each of the training subjects listed below:

Didactic Subject Matter Covered:

- Introduction to Grant County Contract Rules, Checklists and Schedules
- The Hazard Communication Worker Right-to-Know Program
- Tools, Equipment and Chemicals
- General and Proper Cleaning Methods and Practices
- Rest Room Cleaning
- Deep Cleaning
- Floor, Shampoo Extraction and Window
- Common Mistakes
- Company forms (Quality Control and Employee Warning Form)
- Safety, Asbestos, Blood-Borne Pathogens, OSHA requirements, COVID remediation
- Recycling (Grant County will have oversight)
- Security and Confidentiality Procedures
- Emergency

Training Process

- Dax Muse, Richard Castillo and Letty Cortez primarily lead training of employees (please see background below)
- Each employee performing the work under the contract will attend a minimum of eight (8)-hours of instructions in the Training Subjects listed within the first two (2) weeks of the contract start date.
- Del Sol conducts yearly training for all employees and provide signed documentation by the employee of such training.
- Will maintain a training record of each employee, which reflects, as a minimum, the employee's name, date of employment and type/date of each training class attended.
- These records will be made available to Grant County upon written request.
- Grant County may monitor the conduct of training classes.

We understand that ID badges will be required janitorial services for all Grant County facilities. We understand janitors/supervisors cannot bring anyone not approved and badged with them into buildings.

Quality Control and Safety

Del Sol's team would directly manage the Grant County contract. We plan to provide a minimum of 9 Night Custodians, 2 Account/Operations Manager and 1 Director of Operations to perform the scope of work. Our price proposed includes all labor, tools, equipment, materials and supplies to perform cleaning services at the highest level of satisfaction.

Our dedicated, on site, Del Sol supervisor and operations manager will ensure all work is done per the agreed scope of work. Del Sol's supervisors and account/operations manager will meet regularly with management at each location to ensure staff is adequate and to inspect and review areas for improvement in addition to weekly and monthly reporting via Quality Control (QC) Forms.

Due to document size constraints, we are displaying example screen shots of our Safety Plan. Our entire 13-page document is on file should Grant County request.



The Custodial Section provides the cleaning and upkeep for the buildings under our management. This section will help custodians avoid safety hazards.

EQUIPMENT SAFETY

Equipment, which is necessary to get almost any job done correctly and efficiently, must be used properly and with correct techniques. This section outlines certain guidelines that will increase job performance. At the same time, this information can help prevent accidents and possible injuries. This section will also point out some hazards. In most cases the recommendations take only minutes to complete. A few minutes can avoid costly accidents.

PROCEDURAL SAFETY

Custodial Closets

Custodial closets must have the following safety items and meet these safety guidelines:

- Material Safety Data Sheets (MSDS) for all chemicals stored in the closet or map of the location within the building where the MSDS can be found.
- Safety goggles or glasses.
- Rubber gloves.
- "Wet floor" signs or the location within the building where they can be found.
- A measuring cup.
- Mixing station.
- Earplugs.

Custodial closets must also meet the safety guidelines below:

- All chemicals must be stored at eye level or below.
- All containers must be properly labeled.
- Wet mops must be hung up to dry.
- Mop buckets must be empty - no standing water or chemicals.
- Food cannot be stored near chemicals.
- Equipment cords cannot be frayed or have exposed wires.

Wet Mop and Mop Bucket with Wringer

- A wet area can be a potentially hazardous situation. Take care when exercising simple precautions and proper work methods to avoid back injuries. Wear shoes with non-slip soles when working on wet floors.
- Protect others from slipping by marking the area to be mopped with warning signs before beginning work.

Cleaning Solutions

The cleaning solutions used in custodial work contain chemicals that are harmful if splashed in eyes, on skin, or inhaled. When various chemicals are left out carelessly or improperly sealed they pose a threat to employees. Chemicals should be stored at or below eye level; it is important to know what the chemicals are and what to do in case of an accident involving them.

- Know the nature of the chemicals being used. If you have any questions, talk to your supervisor or refer to the **Material Safety Data Sheets (MSDS)** for chemicals. If chemicals should get splashed in your eyes or on your skin, it is important to know what to do to neutralize the chemical and prevent further harm.
- Read and know what the warnings on chemical containers stand for and follow the precautions associated with each warning.
 - Danger
 - Warning
 - Caution
 - Hazard
- Wear protective gear when working with chemicals. Goggles and gloves are the best way to prevent a chemical spill or splash from causing serious bodily harm.
- Store all chemicals in an approved, clearly labeled, properly sealed container at or below eye level.
- Do not dispose of a chemical unless you know the procedure required to properly dispose of it and its container. Triple rinse all chemical containers before disposing of them.

Guidelines for Informing Employees/Clients of Pandemic Related Matters

Janitors, Supervisors, Managers and Directors are responsible for informing clients/employees of infections as they occur.

If you are informed that that a person who has been in your workplace or clients workplace (including an employee, client or patient outside of where COVID-19 services are normally provided, resident, vendor, contractor, customer, delivery person, other visitor, or other non-employee) is COVID-19 positive, you must, within 24 hours:

- Notify each employee/client who was not wearing a respirator and any other required PPE and has been in close contact with the COVID-19 positive person. Close contact means being within 6 feet of the person for a cumulative total of 15 minutes or more over a 24-hour period during that person's potential transmission period. The potential transmission period runs from 2 days before the person felt sick (or, if not showing symptoms, 2 days before testing) until the time the person is isolated.
- Notify all other employees/clients who were not wearing a respirator and any other required PPE and worked in a well-defined portion of the workplace (e.g., a particular floor) in which the COVID-19 positive person was present during the potential transmission period.

Notifications should be in a language and manner that employees understand, and can be done in several ways (do not include the COVID-19 positive person's name, contact information, or occupation):

- For close contact with a COVID-19 positive person, notify employees/clients by phone, text message, e-mail, or in-person, and state the date(s) that contact occurred. You will also need to remove these employees from the workplace for 14 days or, if providing COVID-19 testing at no cost to the employee, they may return to work seven days following exposure if they test negative at least five days after the exposure. You do not need to remove employees who are not experiencing symptoms AND have been fully vaccinated or have within the past three months had and recovered from COVID-19.
- For work in the same well-defined portion of the workplace as a COVID-19 positive person, notify employees by phone, text message, e-mail, in-person, or by posting a message in common areas such as bulletin boards, time clocks, break rooms, cafeterias, etc., as well as using alternate modes of communication needed to reach employees with disabilities. Specify the date(s) that the person with COVID-19 was in the workplace.

Sample Email Notification to Clients/Employees Working in the Same Well-Defined Portion of the Workplace

Dear [Employee/Client Name],
 We have been notified that an individual who was present in our/your workplace on [MM/DD/YYYY] has been diagnosed with COVID-19. We are separately notifying people who appear to have had close contact with the individual, but we want to alert everyone working in the same well-defined portion of the workplace to the possibility of exposure. If you experience symptoms of COVID-19, such as fever, chills, cough, difficulty breathing, new loss of taste or smell, or other symptoms, please contact [COVID-19 Safety Coordinator Name and Contact Information] and consider consulting with your healthcare provider about COVID-19 testing. As always, [Company Name] will protect all employee medical information.
 Sincerely,
 [Signatory]

is spilled
 ten
 our
 supervisor

Benefits, Hiring and Pay

We continue to raise the bar of our hiring practices and dedicate great effort to establishing excellent hiring packages and benefits that result in employees staying with our company for many years. In providing that stability, we in turn have very little turn-over rate. Many of our employees have been with us 10+ years and they continue to be appreciated to the best of our ability.

Benefits

Generous health and dental coverage options for employees working 30 hrs. per week. Del Sol covers 50% of the cost for employees and dependents.

- Flexible part-time & full-time schedules available
- Paid time off for hourly and salaried team members
- Opportunities for advancement and continuing education

Hiring and Pay

Del Sol plans to provide a combination/minimum of 9 Night Custodians, 2 Account/Operations Manager and 1 Director of Operations to perform the scope of work. Pursuant to RCW Chapter 39.12 and WAC 296-127, Del Sol will pay the prevailing wage rate, for the duration of the contract, determined by the State of Washington.

Evaluations and Promotions

Del Sol evaluates each new employee after 90 days of employment, and subsequently quarterly/annually. Each employee is eligible for an annual raise unless they are exceeding expectations well before that. Del Sol prides itself on competitive pay combined with rewarding stellar performance. Del Sol follows the evaluation period above to determine promotions. Del Sol is a rapidly growing company, we work hard to hire talent that can grow into bigger roles.

Terminations

Two of the biggest reasons for terminations includes, not delivering job responsibilities, contract scope of work or not showing up to work on time or at all.

Handling “not delivering job responsibilities and contract scope of work,” are identified by client complaints, Quality Control reviews with Del Sol management/clients monthly review and peer feedback. Del Sol addresses this issue initially as a verbal warning, followed by documentation with an Employee Warning Form which is filed with HR. If improvement does not occur after three warnings (verbal, written, written), we will terminate the employee.

Handling “no shows,” are covered by alternates that are on standby. If an alternate can't cover a shift, a supervisor will fill in. We've never been unable to cover a shift with this process. Typically, an employee is immediately terminated for not calling with a “no show.” If they call in to a “no show,” with at least 24 hours' notice, they are given two warnings, otherwise terminated. Lastly, if Del Sol is given notice that a building is not clean or to the standards expected by the client, we will immediately gather the team to remedy the situation, including full inspection by a supervisor.

Procedures for Replacing Local personnel at Management Level

Employee Warning Form. This has three copies (1) employee, (2) supervisor and (3) HR file. Within 24 hours, the supervisor is to check to confirm the non-conformance/non-performance has been addressed; employee will be terminated after the third event.

Forms used by Del Sol:

- Quality Control (QC) Form. A way to communicate to staff the identified deficiencies and areas for improvement.
- Employee Warning Form. This has three copies (1) employee, (2) supervisor and (3) HR file. Within 24 hours, the supervisor is to check to confirm the non-conformance/non-performance has been addressed; employee will be terminated after the third event.

Handling Non-conformance/Non-performance and Examples

Del Sol takes seriously non-conformance/non-performance. First, we start by setting clear expectations and compliance with Del Sol staff to abide by Grant Contract Rules and Scope of Work. The contract rules and scope of work will be provided to each janitor/supervisor via an orientation binder, which requires employee signature and acknowledgement.

- Example #1: Employee sign-ins were not matching bill sheets. The issue occurred as janitors arrived at building sites to sign-in. Resolution: Only the lead tech would sign-in upon entering the building and this caused discrepancies between two employees being billed, yet only one employee was signed in. We’ve retrained the staff and implemented the chance of disciplinary action. We have not seen this problem again since implementing the training.
- Example #2: Fogging techs were seen not wearing their PPE masks properly. Resolution: The issue was resolved by remediation training, an employee warning form and monitoring to confirm compliance. Del Sol also retrains all staff on proper PPE use on a routine basis.
- Example #3: At a building with a courthouse and conference room, we noticed that the courthouse was repeatedly being missed and or skipped by the janitor. Resolution: Supervisor met with janitor and found out that courthouse was being used certain days of the week and janitor would be asked to skip if in use – but the next morning it would be reported as not cleaned. We resolved this by adding an area for notes on the daily schedule/checklist and emphasized the importance of listing the situation so that we could pass along the information. It was simple fix!

Responsiveness and handling special requests and examples:

We are always available to respond to special requests and take great pride in accommodating most!

- Example 1: During Covid, we had several clients that needed emergency and routine covid remediation. Our team quickly identified Covid equipment and an approved CDC/EPA sanitizing cleaning solution that serviced our customers most in need – we were able to assist in increasing safety of their staff and clients (such as federal buildings, marine ships, fire stations, police cars, etc.).

Licensing and Certifications

We strengthen our knowledge and training by attending seminars, obtaining latest certifications, utilizing best practices, and retaining memberships with core organizations that support our industry; *ISSA Worldwide Cleaning Organization (member ID 34945), International Window Cleaning Association, Building Services Contractors Association International*. Our Janitorial Staff take live classes or webinars regarding the following topics:

General Staff (All)	Field Supervisors / Mgrs.	Janitorial	Technicians
<ul style="list-style-type: none"> • OSHA 29 CRF 1910.1200 Safety • Bloodborne Pathogens • Safe Lifting & Bending • Sexual Harassment Training 	<ul style="list-style-type: none"> • COVID 19 Safe Workplace Training - Certifying Agency: <i>Clear Law Institute</i> • Clean & Disinfect – Novel Coronavirus Fundamentals - Certifying Agency: <i>Global Bio Risk Advisory Council</i> 	<ul style="list-style-type: none"> • Restroom Cleaning • Safety First • COVID 19 Safe Workplace Training • Team Building • Proper Cleaning Methods/Best Practices 	<ul style="list-style-type: none"> • Hard Floor Tech. Certification • Carpet Cleaning Tech. Certification • Window Cleaning Tech. Certification

Certifications	NAAIICCS Numbers	UBI/Certs
CERTIFYING AGENCY Washington State Office of Minority & Women's Business Enterprises CERTIFICATION TYPE DBE - Disadvantaged Business Enterprise CERTIFIED BUSINESS DESCRIPTION Janitorial services including dusting, stripping, waxing floors, bathrooms, carpet steam cleaning, window cleaning, construction clean up, grounds and landscape maintenance, mowing, edging, trimming, irrigation maintenance, fertilizing, and herbicide.	NAAIICCS 556611772200 NAAIICCS 556611773300	UDBE Yes SBE CERTIFICATION Yes UBI # 602132697 CERTIFICATION NUMBER D5F0019948
CERTIFYING AGENCY Washington State Office of Minority & Women's Business Enterprises	NAAIICCS 556611772200	UBI # 602132697

CERTIFICATION TYPE MWBE - Minority/Women Business Enterprise

CERTIFIED BUSINESS DESCRIPTION Janitorial services including dusting, stripping, waxing floors, bathrooms, carpet steam cleaning, window cleaning, construction clean up, grounds and landscape maintenance, mowing, edging, trimming, irrigation maintenance, fertilizing, and herbicide.

NAAIICSS
556611773300

CERTIFICATION
NUMBER
M5F0019948

CERTIFICATIONS

Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)
Combination Business Enterprise (CBE)
Disadvantage Business Enterprise - Alaska (Alaska DBE)
Disadvantaged Business Enterprise (DBE)
Disadvantaged Business Enterprise (FAA Only) (DBE (FAA Only))
Minority Business Enterprise (MBE)
Minority/Women Business Enterprise (MWBE)
Small Business Enterprise (SBE)
Socially and Economically Disadvantaged Business Enterprise (SEDBE)
Women Business Enterprise (WBE)

BUSINESS NAME/DBA

DEL SOL

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Search Results

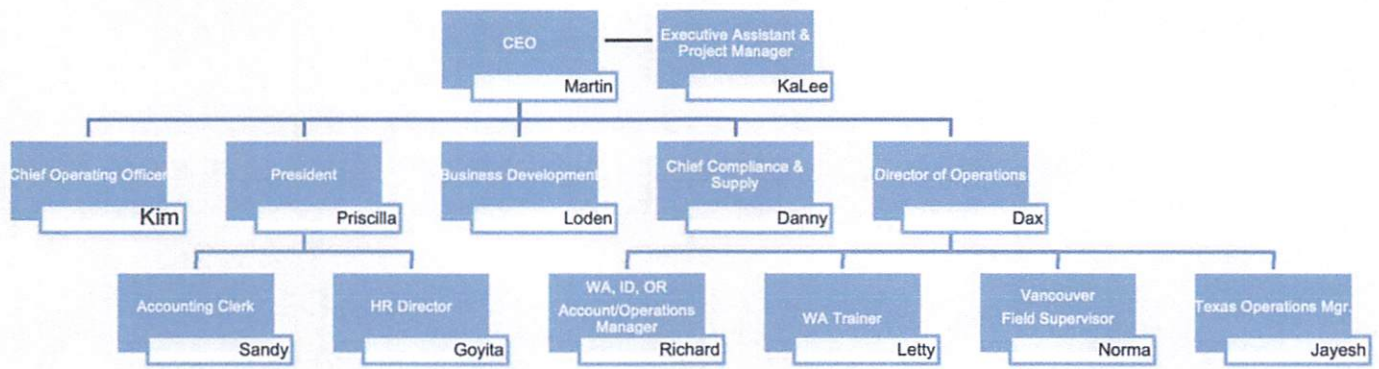
[Click the certification type for](#)

Vendor	Location	Certification
Del Sol Inc.	Pasco, WA	DBE MWBE

Key Personnel

Del Sol has 95+ full time employees. Our management team has over 25 years of business experience as well as individualized training specific to their job responsibilities. Management attends yearly conferences within ISSA and are required to attend a minimum of three classes/webinars per year.

- Priscilla Martinez – President, Minority, and Women Owned Business Enterprise, small 25 years business experience in janitorial/grounds services; Bachelor’s Degree, Graduate Business Certification and Certified HR Specialist; OSHA, Covid 19 Safe Workplace and Bio Safety Hazard Trained.
- Martin Rodriguez – CEO, Veteran, 20 years business experience in managing employees, operations management and leadership experience and B.S. in Business; Army Officer, Ranger, Air Assault and Airborne qualified; First Aid, OSHA and Covid 19 Safe Workplace Certified.
- Kim Rodriguez – Chief Operations Officer, 20 years business experience in managing employees, operations management and leadership experience and B.S. in Business and M.B.A.; Board of Director of several companies; First Aid, OSHA and Covid 19 Safe Workplace Certified.
- Dax Muse – Operations Director, Trainer, Veteran, 4 years business and operational experience in janitorial, moving/storage services, commercial and residential buildings. Leads our training and management training program. Army; OSHA, First Aid Certified, Covid 19 Safe Workplace Trained, Bio Safety Hazard Trained, Blood Borne Pathogen Certified, Certified Floor Care Specialist, Certified Carpet Tech/Hard Floor Specialist and Tractor/Heavy Equipment/Buffers/Scrubbers/Scissor Lifts/Boom Lift.
- Daniel Martinez – Chief Compliance and Supply, Trainer, 11 years’ experience as foreman, management, and training in janitorial/grounds services. Has trained the vast majority of Del Sol employees. OSHA, First Aid Certified, Covid 19 Safe Workplace Trained, Bio Safety Hazard Trained, Blood Borne Pathogen Certified, Certified Floor Care Specialist, Certified Carpet Tech/Hard Floor Specialist and Tractor/Heavy Equipment/Buffers/Scrubbers/Scissor Lifts/Boom Lift.
- Richard Castillo – Account/Operations Manager, Trainer, 11 years of business experience with 7 years in management and training in janitorial/grounds services, OSHA, Covid 19 Safe Workplace Certified, Bio Safety Hazard Training, Blood Borne Pathogen Certified, Certified Floor Care Specialist, Certified Carpet Tech/Hard Floor Specialist and Tractor/Heavy Equipment/Buffers/Scrubbers/Scissor Lifts/Boom Lift.
- Letty Cortez – Field Supervisor, Trainer, 11 years of business experience with 7 years in management and training in janitorial/grounds services. Has trained the vast majority of Del Sol employees. OSHA, Covid 19 Safe Workplace Certified, Bio Safety Hazard Training, Blood Borne Pathogen Certified, Certified Floor Care Specialist, Certified Carpet Tech/Hard Floor Specialist and Tractor/Heavy Equipment/Buffers/Scrubbers/Scissor Lifts/Boom Lift.



PROFESSIONAL SUMMARY

Business Management major with 5 years of operations management experience and account management solving problems for clients and creating systems for efficiency and 3 years of leadership experience in the US Army developing soldiers and growing the organizations capabilities.

PROFESSIONAL EXPERIENCE

Del Sol Corp

Dec 2021 – Present

Director of Operations

Manages and drives contract relationships for the organization's services.

- Leads the project to ensure strict contract compliance. Owns the process execution of all operational functions including monthly/quarterly reviews as well as tracking and reporting key metrics.
- Reviews operational org structures/staffing to ensure local teams can execute existing and future work effectively.
- Drive recruitment and hiring of key operations personnel.
- Lead training of all new and existing personnel to ensure skills and work are exceeding contract expectations.
- Leads site efforts to develop and improve through efficient and effective integrated processes, implementing common management processes/services to leverage organization resources.
- Responsible for overseeing day-to-day administrative, financial, personnel and procedural activities for client service delivery operations for the assigned area.
- Build and lead management programs for current and future leaders in the organization.

Greater Austin Moving

June 2017 – Nov 2021

Chief Operations Officer

- Crew project management
- Sales management
- Client support
- Employee scheduling
- Moving truck and equipment maintenance
- Team management and engagement
- Client-facing Communication
- Employee onsite management

U.S. Military – Army Cavalry Scout

June 2012 – Oct 2015

- Communicated effectively with diverse cultures from multiple countries
- Led basic reconnaissance operations and reported enemy movements to command officers
- Operated entry control procedures in a foreign country
- Assigned and managed duties between members of a team to complete tasks given

EDUCATION

Oklahoma State University – Still Water, OK 2015-2017

Bachelor of Arts in Exercise Science, Minor in German

Specialized Training

OSHA Certified 10-hour Occupational Safety and Health Training Course

First Aid Certified

Richard Castillo
Richard@delsolcorp.com

PROFESSIONAL SUMMARY

Project Supervisor with 4+ years of experience in facilities supervision. Responsible for the success of multiple janitorial and groundskeeping contracts. Responsible for the training of new janitors, supervise all custodians and ensure inventory is consistently stocked and ordered. Highly adept at handling multiple tasks, setting and managing priorities in a fast-paced, changing environment and always going the extra miles for our clients.

PROFESSIONAL EXPERIENCE

Del Sol Corp

Apr 2014 – Present

Account/Operations Manager

Manages large contracts with multiple buildings and supervising janitors, while developing and maintaining a strong relationship with clients and vendors to exceed all levels of service – the Del Sol Standard!

- Day-to-day point of contact to schedule work, quality control work performed, immediately address issues, modify process, upgrade/change/add janitors, train and retrain, meet with clients and drive quality work to exceed expectations
- Leads multiple training programs of instructions from Del Sol to all janitors
- Implements a new Del Sol equipment tracking process leading to efficiency improvements and high-quality service

Pasco Processing

2010- Apr 2014

Shipping and Receiving

S&R lead responsible for all shipping and receiving, ensuring all outbound trucks loaded correctly and accounted for during shipment. Receiving product and supervising employees on the line.

- Ensured all tasks were completed to standards and with zero defects
- Always communicating with managers and line workers to ensure issues were resolved on the spot and minimal distraction
- Always seeking to better my position and those I was entrusted to manage/supervise

EDUCATION

High School Diploma

Specialized Training:

OSHA 29 CRF 1910.1200 Safety
Restroom Care Certification (ISSA Cleaning Management Institute)
First Aid Certified
Covid 19 Safe Workplace Training (Clear Law)
Bio Safety Hazard Training
Blood Borne Pathogen Certified
Certified Floor Care Specialist
Certified Carpet Tech/Hard Floor Specialist
Tractor/Heavy Equipment/Buffers/Scrubbers/Scissor Lifts/Boom Lift/Forklift

TECHNICAL SKILLS

Software: Microsoft Office, Word, Excel, Outlook,
Operating Systems: Mac / Microsoft Windows (95, 98, XP, Vista), Windows

References

Contract / Term	# Buildings	Size	Address	Contact Information
City of Vancouver (5 years)	23 city buildings (examples include, operations buildings, city hall, police, community, senior center, museum and fire station)	538,000 sq. ft.	415 W 6 th St., Vancouver, WA 98660	Mike Shrum 360-772-6555 michael.shrum@cityofvancouver.us
National Oceanic Atmospheric Admin. (5 years)	2 buildings (two-story building and warehouse/offices)	31,000 sq. ft.	2002 SE Marine Science Dr., Newport, OR 97365	Ryan Harris 541-867-8738 ryan.harris@noaa.gov Steve Ralson 541-867-8737 Steve.ralson@noaa.gov
Bureau of Land Management (BLM) (3 years; option to extend 5 year)	7 buildings (examples include warehouse, main offices, shops) Medford Bureau of Land Management's office complex	74,000 sq. ft.	3040 Biddle Rd., Medford, OR 97504	Edwin Lee 541-618-2394 Eblee@blm.gov
Port of Galveston (3 years, option to extend)	2 large cruise terminals, +12 other bldgs., parking lots, garages, piers	312,000 sq. ft.	123 25 th Street, 8 th Floor, Galveston, TX 77550	Stephanie Ocasio 409-766-6189 ssmith@portofgalveston.com

COMMERCIAL EVALUATION

Contract No.:	430-11381	Contract Title:	District Wide Janitorial Contract
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Bid Opening Date		6/23/2022	
Total No. of Bidders:		1	
Was prequalification required for bidding?		No	
No. of potential Bidders notified via ProcureWare of Bid opportunity:		165	
No. of potential Bidders who obtained the Bid documents:		8	
Was this Bid advertised in the newspaper?	Yes	If yes, where?	Grant County Journal
Addenda issued?	No	If yes, how many	

Additional Information

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Cost Estimate:	2,160,000.00
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Bidders

Name of Bidder:	Del Sol		
Total Bid Price:	\$2,046,206.59	Bid Security:	Cashier's Check
Signature Certification:	NA	Delivery / Completion:	As required
Addendum Received:	Yes	Bidder's Data Provided:	Yes
Commercially Compliant?	Yes	Technically Compliant?	Choose an item.

Additional Information:

<p>After calculating in a spreadsheet, I come up with a total award of \$2,046,206.52 – this will be the amount that will be awarded. Each of the bid items, when calculated were off by pennies. Must be a rounding issue.</p>

For Commission Review – 07/26/2022

Motion was made by _____ and seconded by _____ authorizing the General Manager / CEO to sign Purchase and Sale Agreement with the City of Ephrata to acquire 0.16 acres of property adjacent to Grant PUD parcel # 13-0435-028 in the amount \$1,050.00 to support future South Ephrata Substation build out.

xxxx

MEMORANDUM

June 27, 2022

TO: Richard Wallen, General Manager and Chief Executive Officer

VIA: Ron Alexander, Managing Director of Power Delivery
Jesus Lopez, Senior Manager of Power Delivery Engineering
Damien Hooper, Lands and Permitting Supervisor

FROM: Igor Shaporda, Lands Specialist *Igor Shaporda*

SUBJECT: Land acquisition to support future South Ephrata Substation DB2 build out.

Purpose: To recommend a Motion authorizing the Manager to sign the Purchase and Sale Agreement with the City of Ephrata to acquire 0.16 acres of property adjacent to Grant PUD parcel #13-0435-028.

Discussion: Grant PUD has a need to procure additional land adjacent and on the north side of the existing South Ephrata Substation property on the west side of Dodson Road identified as Grant County Assessor's Parcel No. 13-0435-028. The proposed acquisition will consist of 0.16 acres or 6,900 square feet being 20.00 feet by 345.00 feet owned by the City of Ephrata in a portion of Grant County Parcel No. 13-0435-025. The subject property was appraised and given a fair-market value of \$1,050.00. Resolution No. 22-06 authorizing the sale of City owned property to Grant PUD was adopted by the City Council of the City of Ephrata on June 1, 2022.

Justification: Grant PUD is rebuilding the South Ephrata Substation to support increasing customer load growth and improve the reliability of service as part of the DB2 Project. The existing substation was decommissioned several years ago. The existing site was determined to be insufficient for current needs. The additional land will allow the Grant PUD to expand for additional capacity and have space to obtain the required electrical clearances. In addition to the South Ephrata Substation, a new transmission Ring Bus will be added to provide high speed sectionalizing of our 115kV transmission line. This will greatly increase the reliability of all substations in the Ephrata area. This additional property acquisition is necessary due to the incorporation of the Big Bend ring bus design.

Financial Considerations: This transaction enables Grant PUD to acquire land necessary to build the new South Ephrata Substation, which supports increasing customer load growth and improves reliability of service, and the South Ephrata Ring Bus, which will improve reliability of several substations in the Ephrata area.

Recommendation: Approval for a motion authorizing the Manager to sign the attached Purchase and Sale Agreement with the City of Ephrata to support future South Ephrata Substation build out.

Legal Review: The Purchase and Sale Agreement has been reviewed by Grant PUD legal counsel for compliance with applicable law and an e-mail dated May 16, 2022 indicating concurrence is attached.

Attachments: Purchase and Sale Agreement
5/16/22 Legal Concurrence email
City of Ephrata Resolution No. 22-06

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the "Agreement") is dated June 1, 2022, and is entered into by and between City of Ephrata, Washington, ("Seller) and PUBLIC UTILITY DISTRICT NO.2 OF GRANT COUNTY, Washington, a municipal corporation ("Buyer").

Seller wishes to sell and Buyer wishes to purchase the Property, as defined below, upon the following terms and conditions:

1. The Property. The property to be purchased by Buyer (the "Property") shall consist of (i) that certain portion of parcel of land (Grant County Parcel Number #13-0435-025, (Polygon 2) consisting of approximately 0.16 acres or 6,900.00 square feet (20.00' x 345.00'), the legal description of which is set forth on **Exhibit A** hereto; and (ii) all improvements thereon (the "Project"); and (iii) all shrubs, trees, and plants thereon; and (iv) all oil, gas, water and mineral rights and shares of stock pertaining to water or mineral rights, whether or not appurtenant thereto, owned by Seller; and (v) all easements, rights of way, and other rights appurtenant thereto; and (vi) all permits and contract rights relating to the operation of the Property. If the exact boundaries and square footage area of the Property is not known as of the date of mutual execution hereof, Buyer and Seller shall mutually agree on the same during the period described in Section 7(b) below.

2. Closing. "Closing" shall mean the date on which the general warranty deed with full warranties of title transferring title to the Property from Seller to Buyer is recorded in the official records of the County in which the Property is situated. Closing shall occur on or before the date which is thirty (30) days after Buyer's waiver of all of the contingencies set forth in Sections 7 below, or such other date as may be mutually agreed upon by the parties, at the offices of Stewart Title Guaranty Company, (the "Escrow Agent" and the "Title Company") located in Ephrata, Washington. If Closing has not occurred prior to the date that is one hundred twenty (120) days after mutual execution hereof (the "Outside Date for Closing") for any reason other than a default by Buyer or Seller hereunder, then this Agreement shall automatically terminate, and the parties shall have no further liabilities or obligations toward each other under this Agreement.

3. Consideration. The consideration to be paid to Seller by Buyer for purchase of the Property (the "Purchase Price") shall be a total of \$1,050.00 (one thousand fifty dollars) and shall be payable all in cash at Closing.

4. Title.

(a) Preliminary Title Report. Buyer shall, at Buyer's expense, obtain a preliminary title report applicable to the Property (the "Preliminary Title Report") issued by Stewart Title Guaranty Company, (the "Escrow Agent" and the "Title Company") located in Ephrata, Washington, together with a copy of all items indicated as exceptions in such Preliminary Title Report.

(b) Condition of Title. At Closing, Seller shall convey fee simple title to the Property to Buyer by general warranty deed, subject only to the items indicated on the Preliminary Title Report which have been approved by Buyer.

(c) Evidence of Title. Seller shall, at Buyer's expense, provide Buyer with evidence of Buyer's title to the Property in the form of an owner's ALTA standard coverage policy of title insurance, (revised 6/17/06), issued by the Title Company containing only those exceptions approved by Buyer with a liability limit equal to the Purchase Price. Seller also agrees to provide affidavits and indemnities in standard form required by the Title Company to remove from the title policy to be issued at Closing the standard preprinted exceptions for unrecorded leases and mechanics liens. Notwithstanding anything to the contrary herein, Seller shall remove at or before Closing, and the Permitted Exceptions shall not include, any financial encumbrances or monetary liens encumbering the Property (except to the extent caused by Buyer).

5. Delivery for Approval. Within five (5) working days of the execution of this Agreement, Seller shall deliver to Buyer for Buyer's approval as to form and content, the following:

(a) An inventory of all personal property (if any) to be transferred to Buyer.

(b) Copies of all maintenance, service and other agreements affecting the Property.

(c) Copies of all construction and equipment warranties affecting the Property.

(d) All plans, specifications, surveys, soils reports and calculations related thereto and appraisals of the Property, environmental and hazardous waste reports and studies relating to the Property, and any other reports or studies relating to the physical condition of the Property or adjacent properties prepared prior to the date of this Agreement in the possession or subject to the control of Seller.

(e) All certificates of occupancy, building permits, architect's statements of completion and similar documents in possession or subject to the control of Seller evidencing appropriate regulatory approval of the completion of construction of improvements at the Property.

(f) To the extent the Property or this transaction is subject to natural hazard disclosure requirements or requires a transfer disclosure statement pursuant to applicable law, a disclosure statement in conformity with the provisions of applicable law for such disclosures.

6. Costs to Buyer and Seller; Closing Documents.

(a) Seller shall pay the following:

- (i) Any broker's commissions; and
- (ii) Costs of Seller's counsel.

(b) Buyer shall pay for the escrow fee and document preparation, cost of the title insurance, and all endorsements thereto, the costs of Buyer's counsel and any costs or fees for recording the general warranty deed.

(c) Real estate taxes and assessments, rents, water, and other utilities shall be prorated as of Closing.

(d) At Closing, Seller shall deliver to Escrow Agent the general warranty deed and a warranty bill of sale conveying to Buyer the personal property; and

(e) At Closing, Buyer shall pay the Purchase Price and shall execute such other documents reasonably required to close the transaction contemplated by this Agreement.

7. Conditions Precedent to Buyer's Obligation.

(a) Buyer's obligation to perform under this Agreement is subject to and contingent upon Buyer's approval or determination in its sole discretion of the following, all to occur within sixty (60) days after the date of mutual execution hereof:

(i) Title Condition. Buyer's review and approval of the Preliminary Title Report, together with all exceptions listed therein.

(ii) Documents. Buyer's review and approval of all items required to be delivered to Buyer pursuant to Section 5 of this Agreement.

(iii) Grant PUD Commission Approval. Approval of this Agreement and the purchase of the property by the Buyer's Board of Commissioners through the adoption of an official resolution providing for the same.

(iv) City of Ephrata Council Approval. Approval of this Agreement and the sale of the property by the City of Ephrata Council through the adoption of an official resolution providing for the same.

(v) Regulatory Approval. Receipt of approval of the Lot Line Adjustment application.

(b) Buyer's obligation to perform under this Agreement is subject to and contingent upon Buyer's approval or determination in its sole discretion of the following, all to occur within sixty (60) days after the date of mutual execution hereof:

(i) Inspection of the Property. Buyer's written approval of the Property, including zoning, land use, and all systems thereon (including, without limitation, heating, electrical, plumbing, paving, amenities, air conditioning, water and roof), and soils, geotechnical, and environmental condition of the Property and adjacent parcels, pursuant to physical inspection by Buyer or by whomsoever Buyer may designate, which approval may be withheld in Buyer's sole and absolute discretion. No inference that Buyer has waived any right to rely on representations or warranties of Seller as set forth in Section 8 of this Agreement shall be drawn from Buyer's approval of the Property pursuant to such physical inspection.

Unless otherwise stated by Buyer in writing, failure to timely approve or disapprove any of the above-referenced matters shall constitute disapproval.

8. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, which representations shall be true as of the Closing and shall survive the Closing.

(a) The Property, the building and other improvements on the Property, and all systems therein, and the use being made thereof at Closing, conform to all fire, zoning, health, subdivision, building, labor and other federal, state and local codes, laws, rules and regulations, and there are no violations thereof with respect to the Property not heretofore removed or corrected; and Seller has received no notices of any action or government proceeding in eminent domain, zoning change or otherwise, which would affect the Property; nor does Seller know of any fact which might give rise to such proceeding.

(b) No part of any improvements on the Property encroaches upon any property adjacent thereto or upon any easements, nor are there any encroachments upon the Property.

(c) There are no leases or rental agreements affecting the Property and no party has any right to the present or future possession or use of the Property other than Seller. No leases or rental agreements covering space at the Property shall be entered into prior to Closing without the prior written consent of Buyer.

(d) There are no maintenance, advertising, management, leasing, employment, service, or other contracts affecting the Property which will be in effect at Closing, other than those transferred to and approved by Buyer prior to Closing.

(e) Except for the warranties, representations, and indemnifications contained in this Agreement, Seller does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property and no employee or agent of Seller is authorized otherwise. Without limitation, the foregoing specifically excludes, except for warranties, representations and indemnifications contained in this Agreement, any warranties or representations with respect to the area being purchased, the existence or non-existence of any Hazardous Substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, city and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term Hazardous Substances shall mean: “hazardous substance” as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”); “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (“RCRA”) as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.;

(f) There are no mechanics’, materialmen’s or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced prior to Closing. Seller agrees to hold Buyer harmless from all costs, expenses, liabilities, losses and charges arising from or relating to any such lien or any similar lien claimed against the Property and arising from work performed or commenced prior to Closing.

(g) Seller has made no untrue statements or representations in connection with this Agreement, and all items transferred to Buyer on or before Closing are true and correct copies of what they purport to be. Said items have not been amended or modified, other than as also transferred to Buyer, and no items that should have been set forth as exhibits hereto or transferred to Buyer on or before Closing have not been so set forth or transferred. Seller has not failed to state or disclose any material fact in connection with the transactions contemplated by this Agreement.

(h) None of the personal property being acquired by Buyer pursuant to this Agreement, including, without limitation, the Leases, is subject to any outstanding security interest, other than in favor of beneficiaries of deeds of trust listed in the Preliminary Title Report.

(i) Seller has the capacity and requisite authority to enter into and carry out this Agreement and the transactions contemplated hereby.

(j) Seller shall be solely responsible for any brokers, agents, brokerage commission, finder's fee or like payment arising out of or in connection with the purchase and sale of the Property. Seller shall indemnify and hold Buyer harmless from any claim, liability, loss or expense for any brokerage commission, finder's fee, acquisition fee, or like payment asserted against Buyer in connection with the Property.

(k) Except as may have been otherwise expressly provided herein, Seller shall not further encumber the Property or any of the improvements or personal property thereon.

(l) There is no suit, action or arbitration, or legal or other proceeding or governmental investigation pending which affects the Property.

(m) No part of the Property constitutes a "wetland," as defined under any federal, state or local law, ordinance or regulation.

(n) Seller is not a foreign person, nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder.

(o) Seller hereby agrees to defend, protect, indemnify and hold Buyer harmless from any and all loss, damage, liability or expense, including attorneys' fees and costs, Buyer may suffer as a result of any breach of or any inaccuracy of the foregoing representations and warranties. These representations and warranties shall survive Closing.

9. Representation of Buyer.

(a) Buyer has the capacity and requisite authority to enter into and carry out this Agreement and the transactions contemplated hereby.

(b) There is no pending or, to the best of Buyer's knowledge, threatened lawsuit, or material claim against or relating to Purchaser that shall impede or materially affect Buyer's ability to perform the terms of this Agreement.

(c) Full Disclosure. No representation or warranty by Buyer's in this Agreement or in any instrument, document, certificate or statement furnished to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

(d) Condition of Property. Buyer acknowledges that, within the period described in Section 7, it will have conducted a physical inspection and made all investigations Buyer deems necessary in connection with its purchase of the Property. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Section 7, Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 8 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to Hazardous Substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

(e) Indemnification. Buyer shall indemnify, defend, and hold Seller, its officers, agents, and employees harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Property after closing.

10. Possession.

(a) Upon execution of this Agreement, Buyer, through its authorized agents, personnel and employees, shall be entitled to enter upon the Property during normal business hours to make such inspections or studies as Buyer may deem reasonably necessary, including without limitation soils and hazardous waste studies. Seller shall furnish to Buyer all information that Buyer may reasonably request. If this transaction fails to close, Buyer shall restore the Property at its sole cost to substantially the same condition as when Buyer commenced its studies and tests. In connection with such inspections, Purchaser agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability, for injuries, sickness or death of persons, including employees of Purchaser caused by or arising out of any act, error or omission of Purchaser, its officers, agents, contractors, subcontractors or employees in entering Seller's property for the above purposes, to the extent not caused by or arising out of any act, error or omission of Seller, its officers, agents and employees. Prior to undertaking any activity or exercising any rights during the Due Diligence Period, Purchaser shall obtain, and subsequently maintain in full force and effect throughout the duration of any contract, commercial general liability insurance in an amount not less than \$1,000,000. Such policy shall name the City as an additional insured and

shall cover damage to property and persons resulting from or connected with any activity of the Purchaser related to the Due Diligence Period.

(b) Full possession of the Property shall be delivered to Buyer by Seller at Closing.

11. Seller's Remedy. Following waiver of all of Buyer's contingencies set forth in Sections 7(a), 7(b) and 7(c) above, if this transaction fails to close due to a breach by Buyer hereunder, the sole and exclusive remedy available to Seller as a result of such breach shall be to terminate this Agreement, whereupon Buyer shall deliver to Seller, at no cost to Seller, copies of any reports, studies, or tests performed by Buyer or its agents in connection with this transaction (excluding financial feasibility studies or other proprietary information). Seller hereby waives any other remedy it may have.

12. Buyer's Remedies. If this transaction fails to close due to a breach by Seller hereunder, then, in addition to all other rights or remedies available to Buyer for Seller's breach of this Agreement, including specific performance, Buyer shall have the right to terminate this Agreement upon notice thereof to Seller. Buyer, at its option, may elect to waive the performance of any condition, contingency or provision in Buyer's favor set forth in this Agreement. If any condition to Closing shall not be satisfied, Buyer, at its option, may terminate this Agreement, and such termination, by itself, shall not be deemed a breach hereunder.

13. Miscellaneous.

(a) All notices, consents and approvals required by this Agreement shall be either:

(i) personally delivered; or

(ii) placed in the United States mail, properly addressed and with full first-class postage prepaid, certified mail with a return receipt. Said notices, consents and approvals shall be deemed received on the earlier of (x) the date actually received, or (y) forty-eight (48) hours after being mailed as aforesaid.

Said notices, consents and approvals shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing:

To Seller: City of Ephrata
121 Alder St SW
Ephrata, WA 98823

To Buyer: Public Utility District No. 2 of Grant County
c/o Igor Shaporda
P.O. Box 878
Ephrata, WA 98823

(b) Attorneys' Fees. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of this Agreement or the transactions contemplated hereby the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, including on appeal, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

(c) Entire Agreement and Amendments. This Agreement, together with any Exhibits referred to herein constitute the final and complete expression between the parties hereto and supersedes any and all prior arrangements or understandings between the parties. This Agreement can be amended only by a writing signed by Buyer and Seller.

(d) Exhibits. All exhibits attached hereto are hereby incorporated by reference and made a part hereof.

(e) Destruction of Improvements. Should the improvements at the Property be destroyed or damaged prior to Closing, Buyer may:

(i) terminate this Agreement without any liability to Buyer and recover all funds previously advanced by Buyer, and upon written notice to Seller this Agreement will terminate upon receipt of said notice.

(f) Time of the Essence. Time is of the essence in connection with each and every provision of this Agreement.

(g) Choice of Law. This Agreement and each and every related document is to be governed by, and construed in accordance with, the laws of the state in which the Property is situated.

(h) Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. However, Seller shall have no right to assign any of its rights, privileges, duties or obligations under this Agreement or to convey or transfer the Property prior to Closing, without the prior written consent of Buyer. Buyer shall be entitled to assign Buyer's interest under this Agreement.

(i) Section Headings. The headings of the Sections of this Agreement are inserted solely for convenience of reference, and are not intended to govern, limit or aid in the construction of any term or provision hereof.

(j) Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Agreement shall be made against either party except on the basis of a written instrument executed by or on behalf of such party. A receipt by Seller of any payment due hereunder, with knowledge of any breach of this Agreement, shall not be deemed a waiver of such breach. The party for whose benefit a condition is herein inserted shall have the unilateral right to waive such condition.

(k) Further Actions. Buyer and Seller agree to execute such further documents, and take such further actions, as may reasonably be required to carry out the provisions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

(l) Counterparts. This Agreement may be executed in counterparts, each of which, when combined, shall constitute one single binding agreement.

IN WITNESS WHEREOF, the undersigned have executed this document as of the day and year first hereinabove written.

SELLER:

Date: June 6, 2022

Signature



Print Name Bruce Reim, Mayor

BUYER:

Date: _____

Signature

Print Name

STATE OF WASHINGTON
County of Grant

I hereby certify that I know or have satisfactory evidence that _____
and _____ signed this instrument, on oath stated that they
are/were authorized to execute this instrument and acknowledged it to be their free and voluntary
act for the uses and purposes mentioned in this instrument.

DATED: 6-10-22



Karir Chornuk
Notary Public

Residing at Ephrata, WA

My appointment expires: 3-20-23

STATE OF WASHINGTON
County of _____

I hereby certify that I know or have satisfactory evidence that _____
and _____ signed this instrument, on oath stated that they
are/were authorized to execute this instrument and acknowledged it to be their free and voluntary
act for the uses and purposes mentioned in this instrument.

DATED: _____

Notary Public

Residing at _____

My appointment expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THE NORTH 20.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN, GRANT COUNTY, WASHINGTON, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, SAID TOWNSHIP AND RANGE, A 2 INCH BRASS CAP IN A MONUMENT CASE, FROM WHICH THE EAST QUARTER CORNER FOR SAID SECTION, A 2 INCH BRASS CAP IN A MONUMENT CASE, BEARS NORTH 00°00'02" EAST 2,660.32 FEET; AND FROM WHICH THE SOUTH QUARTER CORNER FOR SAID SECTION, A 2 INCH BRASS CAP, BEARS SOUTH 87°36'28" WEST 2,599.68 FEET; THENCE FROM SAID SOUTHEAST CORNER SOUTH 87°36'28" WEST 40.03 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 87°36'28" WEST 345.00 FEET; THENCE NORTH 00°00'02" EAST 635.00 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 28; THENCE NORTH 87°36'26" EAST 345.00 FEET TO THE WEST RIGHT OF WAY LINE FOR DODSON ROAD NW.; THENCE SOUTH 00°00'02" WEST 635.00 FEET ALONG SAID RIGHT OF WAY LINE BEING PARALLEL TO AND 40.00 FEET WEST OF THE EAST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING.

CONTAINING 6,900 SQUARE FEET (0.16 ACRES).

RESOLUTION NO. 22-06

A RESOLUTION DECLARING CITY OWNED REAL PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE IN A COMMERCIALY REASONABLE MANNER

RECITALS:

1. The City of Ephrata no longer requires a portion of the real property being Polygon 2, Grant County Parcel Number 13-0435-025, Ephrata, WA, and described as:

THE NORTH 20.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:
A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN, GRANT COUNTY, WASHINGTON, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, SAID TOWNSHIP AND RANGE, A 2 INCH BRASS CAP IN A MONUMENT CASE, FROM WHICH THE EAST QUARTER CORNER FOR SAID SECTION, A 2 INCH BRASS CAP IN A MONUMENT CASE, BEARS NORTH 00°00'02" EAST 2,660.32 FEET; AND FROM WHICH THE SOUTH QUARTER CORNER FOR SAID SECTION, A 2 INCH BRASS CAP, BEARS SOUTH 87°36'28" WEST 2,599.68 FEET; THENCE FROM SAID SOUTHEAST CORNER SOUTH 87°36'28" WEST 40.03 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 87°36'28" WEST 345.00 FEET; THENCE NORTH 00°00'02" EAST 635.00 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 28; THENCE NORTH 87°36'26" EAST 345.00 FEET TO THE WEST RIGHT OF WAY LINE FOR DODSON ROAD NW.; THENCE SOUTH 00°00'02" WEST 635.00 FEET ALONG SAID RIGHT OF WAY LINE BEING PARALLEL TO AND 40.00 FEET WEST OF THE EAST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING.

CONTAINING 6,900 SQUARE FEET (0.16 ACRES).

2. The fair market value of the real property is estimated at \$1,050.00.

RESOLVED:

1. The City Council declares the above-described real property as surplus to the needs of the City.
2. The Mayor or his designee is directed to negotiate a sale of the above-described real property

for council review and approval.

ADOPTED by the City Council of the City of Ephrata, Washington, this 1st day of June, 2022.



Mayor Bruce Reim

ATTEST:



City Clerk Leslie Trachsler

RESOLUTION 22-07

A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED PROPERTY TO PUBLIC UTILITY
DISTRICT NO. 2 OF GRANT COUNTY

RECITALS:

1. Public Utility District #2 of Grant County has requested to purchase approximately 0.16 acres or 6,900 square feet of City owned property for \$1,050.
3. The property was given a fair-market value of \$1,050.
2. The site is undeveloped.

RESOLVED:

The Mayor is authorized and directed to execute the sale agreement for the property attached hereto as Exhibit A.

ADOPTED by the City Council of the City of Ephrata Washington, this 1st day of June, 2022.



Bruce Reim, Mayor

ATTEST:



Leslie Trachsler, City Clerk