

A G E N D A
GRANT COUNTY PUBLIC UTILITY DISTRICT
30 C Street SW – Commission Meeting Room
Ephrata, Washington
COMMISSION MEETING
Tuesday, May 9, 2023

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

- 8:30 a.m.** Executive Session
- 9:00 a.m.** Commission Convenes
Review and Sign Vouchers
- 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 April 25, 2023

2. Regular Agenda

9015 – Resolution Amending Grant PUD’s Code of Ethics Policy and Superseding All Prior Resolutions Relating to Grant PUD’s Code of Ethics.

9016 – Resolution Pre-Qualifying Contractors to Perform Electrical Work for Grant PUD.

9017 – Resolution Accepting a Bid and Awarding Contract 170-11524, for Supplying 15KV Underground Conductor.

3. Review Items For Next Business Meeting

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract No. 130-11843 with Anixter Inc., in an amount not-to-exceed \$1,152,549.00 and in effect for a three-year term from date of execution. (xxxx)

Motion authorizing the General Manger/CEO, on behalf of Grant PUD, to execute Contract No. 130-09724 with Quanta Infrastructure Solutions Group, LLC., in an amount not-to-exceed \$31,913,638.00 extending contract completion date to March 31, 2025. (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

April 25, 2023

The Commission of Public Utility District No. 2 of Grant County, Washington, convened at 8:30 a.m. at Grant PUD's Main Headquarters Building, 30 C Street SW, Ephrata, Washington and via Microsoft Teams Meeting / +1 509-703-5291 Conference ID: 596 502 173# with the following Commissioners present: Nelson Cox, President; Terry Pyle, Secretary; Larry Schaapman, Commissioner and Judy Wilson, Commissioner. Tom Flint was absent due to personal business.

An executive session was announced at 8:30 a.m. to last until 9:00 a.m. to review performance of a public employee pursuant to RCW 42.30.110(1)(g). The executive session concluded at 9:00 a.m. and the regular session resumed.

The Commission convened to review vouchers and correspondence.

The Commission recessed at 9:18 a.m.

The Commission resumed at 9:30 a.m.

A round table discussion was held regarding the following topics: update from Commissioner Pyle regarding recent WPUDA meeting discussions; crew efforts to prepare customers for irrigation season; Commissioner Pyle noted appreciation to crews who supported the April 22 "Touch a Truck" event held in Moses Lake; Commissioner Cox noted customer complaints regarding delays in fiber gateway installations; and brief recap from the Regional Collaboration Meeting - Joint Elected Officials meeting held on April 20.

Ty Ehrman, Chief Customer Officer, presented the Power Production Performance Report.

John Price, Senior Safety Coordinator, provided the Safety Report.

Madeline Marsh, Engineer II, led the Commission through a Safety Training on the importance of quality sleep.

Ron Alexander, Managing Director of Power Delivery, presented the Power Delivery Performance Report.

Ty Ehrman, Chief Customer Officer, provided a brief status update regarding operations at the PEC and Quincy Shoot projects.

Trade association and committee reports were reviewed.

The Commission recessed at 11:50 a.m.

The Commission resumed at 12:00 p.m.

An executive session was announced at 12:00 p.m. to last until 12:55 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 12:55 p.m. and the regular session resumed.

Motion was made by Mr. Schaapman and seconded by Mrs. Wilson excusing the absence of Commissioner Flint. After consideration, the motion passed by unanimous vote of the Commission.

Lisa Marcusen, Quincy, Washington, requested a copy of landowner names for whom Grant PUD has requested easements for the Wanapum-Mountain View transmission project. In addition, Ms. Marcusen read a statement from John Eilers regarding his opposition to route 4B of the transmission project.

Laurie Tish, Partner, and Keith Simovic, Partner, of Moss Adams, provided the Moss Adams Exit Report.

Correspondence was received from Washington State Department of Ecology naming Grant PUD as a recipient of the 2022 Wastewater Treatment Plant Outstanding Performance Award. It was also noted that this is the fourth consecutive year the Crescent Bar Wastewater Treatment Facility has received this award. Additional correspondence was noted from Todd Thomas of Sunland Estates regarding security and crowd control concerns as the annual recreation season approaches.

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

Payment Number	130774	through	131169	\$36,790,659.07
Payroll Direct Deposit	215264	through	216044	\$2,357,036.77
Payroll Tax and Garnishments	20230419A	through	20230421A	\$1,119,914.88

Meeting minutes of April 11, 2023.

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

Resolution No. 9014 relative to amending Grant PUD’s Telecommunication Customer Service Policy and Related Fee Schedule was presented to the Commission. Motion was made by Mr. Schaapman and seconded by Mrs. Wilson to approve Resolution No. 9014. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9014

A RESOLUTION AMENDING GRANT PUD’S TELECOMMUNICATION CUSTOMER SERVICE POLICY AND RELATED FEE SCHEDULE

Recitals

1. Grant PUD is authorized by RCW 54.16.330 to operate and maintain telecommunications for Grant PUDs own internal telecommunications needs and for the provision of wholesale telecommunications services within Grant PUD, and
2. Grant PUD’s Chief Operating Officer and staff are of the opinion that the Revised Telecommunications Customer Service Policies and related Fee Schedule are in the best interest of Grant PUD.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the changes to sections 1,2, and 3, as set forth in the attached Exhibit A are hereby approved and adopted and be effective April 1, 2023.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 25th day of April, 2023.

The Commissioners reviewed future agenda items.

The Commission calendar was reviewed.

The Commission recessed at 2:15 p.m.

The Commission resumed at 2:20 p.m.

Amanpreet Singh, Economist, presented the Retail Load and Revenue Variance Report.

The Commission recessed at 2:38 p.m.

The Commission resumed at 2:45 p.m.

An executive session was announced at 2:45 p.m. to last until 3:30 p.m. to discuss lease or purchase of real estate if disclosure would increase price with legal counsel present pursuant to RCW 42.30.110(1)(b). The executive session concluded at 3:30 p.m. and the regular session resumed.

There being no further business to discuss, the Commission adjourned at 3:30 p.m. on April 25 and reconvened on Saturday, May 6 at 8:00 a.m. at the Wanapum Indian Village for the purpose of attending a memorial for the Wanapum Elder and any other business that may come before the Commission with the following Commissioners present: Larry Schaapman, Tom Flint and Terry Pyle. A copy of the notice of adjournment was posted to the Grant PUD website.

There being no further business to discuss, the April 25, 2023 meeting officially adjourned at [redacted] on May 6, 2023.

Nelson Cox, President

ATTEST:

ABSENT

Terry Pyle, Secretary

Tom Flint, Vice President

Larry Schaapman, Commissioner

Judy Wilson, Commissioner

REGULAR AGENDA

RESOLUTION NO. 9015

A RESOLUTION AMENDING GRANT PUD'S CODE OF ETHICS POLICY AND SUPERSEDING ALL PRIOR RESOLUTIONS RELATING TO GRANT PUD'S CODE OF ETHICS

Recitals

1. Grant PUD has a Code of Ethics policy adopted August 14, 1978 via Resolution 3696, and as amended by Resolution Nos. 5434, 7461, 8061, 8495, 8533, 8554, 8732, and 8981;
2. Grant PUD desires to update its Code of Ethics policy to provide guidance to Grant PUD personnel in their conduct, to enhance public confidence in Grant PUD and its employees, and to assure that Grant PUD resources and services are applied for the benefit of the public; and
3. Grant PUD's Executive Management has reviewed the updated Code of Ethics policy attached hereto and recommends that it be adopted.

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

Section 1. The attached Code of Ethics policy is hereby approved and adopted and shall be effective June 1, 2023.

Section 2. As of June 1, 2023, any prior resolutions inconsistent with the Code of Ethics policy adopted herein are superseded to the extent of the inconsistency.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 9th day of May, 2023.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

April 25, 2023

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Julie Pyper, Chief Administrative Officer
Thomas Stredwick, Senior Manager Employee Experience

FROM: Tod Ayers, HR Manager

SUBJECT: Revised Code of Ethics Policy, EX-SOC-POL-540

Purpose: To request Commission approval of the attached revised Code of Ethics Policy, effective June 1, 2023.


Discussion: This Policy update includes the following revisions:

- Added language to address Ethics Officer appointment and responsibilities.
- Added new section on Use of Grant PUD Resources. Included de minimis use standards, which mirror those used by the State of Washington.
- Revised section on Gifts, Gratuities, and Favors. Added a dollar limit, which is consistent with State of Washington ethics guidelines.
- Added new section for Outside Employment. Developed and incorporated an Outside Employment Attestation Form.
- Added new section for Off Duty Conduct.
- Revised Post-Employment Representation section.
- Revised Employment of Relatives section.
- Added new section for Contacts with Members of Congress and Federal Employees.
- Updated Conflict-of-Interest Disclosure Form.
- Corrected the version history under Review/Revision History.
- Updated Code of Ethics Committee reference document.

The detailed changes can be viewed in the attached redline documents. All employees will receive training on this policy revision.

Recommendation: Commission approval of the attached Code of Ethics Policy, effective June 1, 2023.

Legal Review: See attached email.

Effective Date: 6/1/2023	Version: 10 Supersedes: 9	Related Documents: Code of Ethics Committee, Outside Employment Attestation Form, Conflict of Interest Disclosure Form
		DISTRICTWIDE POLICY
Approved by: Commission	Regulation: RCW Chapter 42, RCW 9.46.0237, RCW 9.73.030, Resolution XXXX	
Policy Owner: Ethics Officer	Policy Category: Ethics, Integrity, and Legal Compliance	

EX-SOC-POL-540 – CODE OF ETHICS

1. Scope

This policy provides guidance to all employees including Officers and Commissioners regarding conduct. Hereinafter this group shall be referred to as “employees”.

2. Employees are expected to exhibit high ethical standards when conducting Grant PUD business.

All employees are expected to comply with the ethics provisions contained in this policy. Employees are responsible for disclosures of possible conflicts of interest, both in fact and appearance, and are responsible for asking for guidance from their supervisor or the Ethics Officer if a question of ethics exists.

RCW Chapter 42.23, Code of Ethics for Municipal Officers, may restrict activities more than this policy. “Municipal officer” and “officer” shall each include all elected and appointed officers of a municipality, together with all deputies and assistants of such an officer, and all persons exercising or undertaking to exercise any of the powers or functions of a municipal officer. The absence of specific situation discussed herein does not relieve an employee from the responsibility to exercise high ethical standards involving utility business.

3. The General Manager will appoint Grant PUD’s Ethics Officer.


The Ethics Officer will be responsible for ensuring that employees have adequate training and communication on the Code of Ethics, and assembling the Ethics Committee to review ethics issues that require interpretation. The Ethics Officer is responsible for leading the investigation process of reports of violations of the Code of Ethics.

The Ethics Committee will review questions related to this policy and make recommendations as appropriate. The Ethics Committee membership is defined in EX-SOC-REF-541, Code of Ethics Committee.

4. All employees, officers, and Commissioners are responsible for being in compliance with the following items:

A. **Use of Position:** Whether specifically prohibited elsewhere in this policy or not, employees shall also not create the appearance of impropriety by:

- Using public employment for private gains, privilege, favor, or advantage;
- Giving preferential treatment to any person;
- Knowingly impeding utility efficiency or productivity; or,
- Affecting adversely the confidence of the public in the integrity of Grant PUD.

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B. **Use of Grant PUD Resources:** Grant PUD resources will not be used for private benefit or gain unless within an allowable exception as determined by the Ethics Officer or the Ethics Committee. Grant PUD resources include but are not limited to Grant PUD facilities, vehicles, information systems, materials, financial resources, equipment, and staff time. The de minimis standard will be used to determine what an allowable exception use of resources is. To be considered de minimis, all of the following must be true:


- There is little or no cost to Grant PUD;
- There is no interference with the performance of official duties;
- The use is brief in duration and frequency;
- The use does not compromise the security or integrity of Grant PUD information systems or software;
- The use is not for the purpose of conducting an outside business, in furtherance of private employment, or to realize a private financial gain; and
- The use is not for supporting, promoting the interests of, or soliciting for an outside organization or group.

C. **Records:** All Grant PUD records including time sheets must be prepared accurately. Preparing a false or misleading report or record is a serious offense and violation of this policy. A record or report includes, but is not limited to, any "public record" as defined by RCW 42.56.010. "Public record" includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

D. **Confidentiality:** Employees must maintain the confidentiality of confidential information entrusted to them, except when disclosure is required by Washington State public records request laws or authorized by Grant PUD's General Counsel or required by laws or regulations. Confidential information includes all non-public information that might be of use to competitors or harmful to the PUD or its customers if disclosed. It also includes information that suppliers and customers have entrusted to Grant PUD. It is expected employees apply the same level of integrity to both documents intentionally sent to the employee and those indirectly or that are encountered by accident. The obligation to preserve confidential information continues even after employment ends.

Records containing personal or confidential information will be disclosed only to authorized personnel having a "need to know" or as may be required by law.

E. **Funds/Monetary Assets:** Employees who have control over utility funds (e.g., credit cards, accounts payable, payroll, special fund/petty cash drawers) are strictly accountable for such funds. Every expenditure of funds shall be reasonable, necessary and within policy. Anyone approving or certifying the correctness of any voucher or bill is required to have knowledge that the expense and amounts involved are justifiable and proper.

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- F. **Protection and Proper Use of Grant PUD Assets:** Grant PUD property shall not be sold, used for personal benefit, loaned, given away, intentionally damaged, destroyed, or otherwise disposed of, regardless of condition or value.


The obligation of employees to protect Grant PUD’s assets includes its proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business, marketing and service plans, engineering and manufacturing ideas, designs, databases, records, certain payroll data information and any unpublished financial data and reports. Unauthorized use or distribution of this information would violate Grant PUD policy and result in discipline including up to termination. It could also be illegal and result in civil or criminal penalties.

All dispositions of property shall be in accordance with the surplus property policy and procedures. Employees who have input into the decision and approval process pertaining to the declaration of property as surplus to the needs of the utility shall not participate directly or indirectly in the purchase of such surplus property, nor shall they have any direct or indirect financial interest with any person or entity which purchases such property. Executive level management staff (Senior Manager and above), shall not, in any event, participate in the purchase of surplus property.

- G. **Procurement Ethics:** It is the policy of the utility to award business solely on merit, at the lowest reasonable price, and when required, on a competitive basis.

Employees with procurement responsibilities or control over or access to project specifications shall not benefit, directly or indirectly, in any contractual agreement which may be made by, through or under the employee, in whole or in part, or which may be made for the benefit of the employee. Employees shall not accept, directly or indirectly, any compensation, gratuity, or reward in connection with such contractual agreement.

- H. **Gifts, Gratuities, and Favors:** Individuals covered by this policy shall not solicit or accept, directly or indirectly, gifts, gratuities, or favors from a supplier, prospective supplier, customer or their employees or agents; provided however, that gifts of cookies, candies or other food items received and shared with other employees in the recipient’s work area are not prohibited. The intent of this exception is to sensibly accommodate receipt of such items that arrive unsolicited from vendors during holidays or as an occasional thank you such that no one individual employee benefits. All employees who conduct negotiations with current or prospective suppliers, contractors or customers will make certain that their representatives are fully informed of the utility’s policy. For the purpose of this policy, advertising items of a nominal value are not considered gifts (calendars, water bottles, bags, shirts, notepads, hats, etc.). Items of nominal value may be accepted so long as they do not have an aggregate value in excess of \$50 from a single source in a calendar year. The value of the item given to an employee’s family will be attributed to the employee for the purpose of determining whether the limit has been

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exceeded. Accepting gifts of cash or cash equivalents (i.e., gift cards) is prohibited regardless of the amount.

- I. **Entertainment and Hospitality:** Offers of entertainment, hospitality, business courtesies, tickets, hotel accommodations, passes or other favors from customers, current or prospective suppliers or other persons or entities whose interests may be substantially affected by the performance of the employee’s official duty, no matter how innocent in appearance, may not be accepted. An employee may accept food or refreshments of nominal value on infrequent occasions in the ordinary course of a meeting, conference, or during an inspection tour where an employee may properly be in attendance.


- J. **Outside Employment:** Grant PUD employees will only be prohibited from engaging in outside employment while employed by Grant PUD if the Ethics Committee determines there is a conflict of interest. Outside employment includes working as an employee or associate with an outside entity, intellectual property rights (such as creating a marketable item or owning an idea for/with the individual or business where there is a potential for profit), owning or operating a partnership, corporation or other private or public business, a home-based business and instances where the work or services are not actually conducted or performed by the employee but in which the employee has a beneficial interest such as work performed by family members. As used in this policy, the term “outside employment” should be understood to mean outside employment, outside business activity and/or an outside business relationship.

Grant PUD employees that have employment outside of Grant PUD must report the employment using the Outside Employment Attestation Form.

Grant PUD employees that are performing work for their outside employment during their scheduled work shift must be on approved leave.

Grant PUD may prohibit employees from engaging in outside employment while employed by Grant PUD if the Ethics Committee determines there is a conflict of interest. When reviewing outside employment requests, the Ethics Committee will consider:

- Does the outside employment relate to an employee’s official duties, or involve transactions with Grant PUD that relate to the employee’s official duties?
- Does the employee’s outside employment involve an employer that has a contractual or other business relationship with Grant PUD, or have an interest that may be affected by the employee’s performance or nonperformance of their official duties?
- Will the employee’s official position with Grant PUD be used to obtain compensation or other benefits for the employee or the outside employer?
- Will the demand of outside employment detract from the employee’s ability to satisfactorily meet their position’s performance objectives?

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K. **Off Duty Conduct:** Grant PUD employees must notify their CXO when legal consequences of their off-duty conduct affects their ability to perform their assigned job duties. The employee will report:

- Within 24 hours after receiving court-imposed sanction or conditions, or before their next scheduled work shift (whichever occurs first). Court imposed sanctions is a penalty or other means of enforcement used to provide incentives to obey the law, rules and regulations (such as an arrest or restraining order). Parking tickets and traffic tickets do not need to be reported so long as there are no restrictions placed on the employee’s driver’s license.
- Within 48 hours after an arrest, or before returning to work (whichever occurs first).


If the court-imposed sanction or conditions creates a conflict of interest with an employee’s Grant PUD job duties, Grant PUD may reassign the employee to another role or terminate the employee from Grant PUD. If the employee is convicted of a crime that is incompatible with employment at Grant PUD, Grant PUD reserves the right to terminate the employee’s employment. Crimes that include dishonesty or fraud are examples of crimes that are incompatible with employment at Grant PUD. Human Resources, the Chief Legal Officer, and the CXO will decide if an employee’s legal issues are incompatible with employment with Grant PUD. Grant PUD will not make a final determination until any charges have resulted in a conviction.

L. **Post-Employment Representation:** Without prior approval from their CXO and the Manager of Human Resources, no Grant PUD employee shall accept employment or engage in any business or activity which might require the employee to disclose confidential Grant PUD information. Violation of this provision may cause any contract in existence to be invalidated. Employees and consultants may be required to sign a confidentiality, non-disclosure, and post-employment agreement.

M. **Gambling:** Gambling is prohibited on Grant PUD property and/or during an employee’s compensated work time. Gambling means staking or risking something of value upon the outcome of a contest of chance or a future contingent event not under the person's control or influence, upon an agreement or understanding that the person or someone else will receive something of value in the event of a certain outcome (RCW 9.46.0237).

Examples include, but are not limited to raffles, sports pools, check pools, or any activity defined as “gambling” by the Washington State Gambling Commission.

N. **Recording Private Communications:** Recording conversations with cell phones or any other recording device, whether these conversations are by telephone, radio, in person, or by any other means, is prohibited and may violate state criminal law, unless done with the consent of all parties involved (see RCW 9.73.030).

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O. **Employment of Relatives:** Grant PUD may hire relatives of current employees except when there is a conflict of interest such as:

- The employment of the individual would violate the Code of Ethics for Municipal Officers (see RCW Chapter 42.23);
- A spouse or relative would have the authority or practical power to supervise, appoint, remove, or discipline the other spouse or relative;
- A spouse or relative would be responsible for auditing the work of the other spouse or relative;
- A spouse or relative would be in the supervisory chain of command;
- Other circumstances exist, which would place the spouse or relative in a situation of actual or reasonably foreseeable conflict between Grant PUD’s interests and those of the spouse or relative;
- Necessary in the case of Grant PUD Officers to avoid the reality or appearance of improper influence or favor; or,
- Necessary in the case of Grant PUD Officers to protect Grant PUD confidentiality.


If employees become relatives or spouses during their course of employment with Grant PUD, Grant PUD reserves the right to reassign an employee to eliminate a conflict of interest. Reassignments will be made based on the needs of Grant PUD. For the purpose of this policy, a relative is defined as a person related to another person by blood, marriage, domestic partner, or legal adoption (spouse, son, daughter, grandchild, parent, sibling, niece, nephew, aunt, uncle, in-law, stepchild, grandparent, foster child, first cousin).

If an employee is transferred, promoted, or otherwise moved to a position where it would conflict with this policy, it is the responsibility of the employee to notify their supervisor, manager, CXO, or the Ethics Officer of the conflict.

P. **Contacts with Members of Congress and Federal Employees:** Federal officials and their staff are subject to a rule that prohibits a gift or entertainment and defines those terms as anything having a value. For this reason, no Grant PUD employee should offer anything of value, including a meal, to a federal government official. Any questions about the compliance requirements applicable to members of Congress and federal employees should be referred to the Ethics Officer.

5. Conflict of Interest

A conflict of interest exists when there is evidence of or the appearance that an employee’s personal interests have influenced or may influence Grant PUD transactions or operations, or that these interests take precedence over the interests, goals, and/or mission of Grant PUD.

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A conflict of interest may relate to you, your spouse/partner, family member, business interests, and/or associates. Employees are required to immediately and proactively disclose to their supervisor any actual or possible conflict(s) of interest that arise at any time during their employment, including when an employee transfers positions at Grant PUD. Employees shall disclose all material facts pertaining to the potential conflict according to Grant PUD procedure as noted below.


A Conflict of Interest Disclosure Form is required for every employee within 90 days of approval by this policy. In the event there are changes to any disclosures previously made, the changes shall be noted in an updated Conflict of Interest Disclosure Form. If there are no changes, every employee will acknowledge the accuracy of the disclosure form previously submitted on an annual basis and perform any required training. If a new conflict or potential conflict arises, the employee shall submit a new Conflict of Interest Disclosure Form within 10 days of the new conflict or potential conflict. Conflict of Interest Disclosure Forms should be sent to the employee’s direct supervisor.

Examples of potential conflicts that should be disclosed (not exclusively limited to this list) include:

- A business relationship/ownership that the employee personally receives real or perceived benefit with an entity conducting business with Grant PUD directly or indirectly that could present a conflict in the role the employee is engaged in for Grant PUD;
- A legal matter involving the employee which could impact or question the ability to perform their role;
- Outside employment by another party which may directly or indirectly have a connection to Grant PUD activity (and/or general office hour conflicts);
- Personal affiliations with individuals or civic/professional organizations whereby confidential/privileged information is divulged;
- A compensation arrangement with a corporation or with any entity or individual with which Grant PUD has a transaction or arrangement; or,
- A potential or existing ownership, direct or indirect interest, or compensation arrangement with any entity or individual with which Grant PUD is negotiating a transaction or arrangement.

Upon receipt of the conflict form, the supervisor will evaluate to determine additional facts that may need to be gathered and then submit the form to the Ethics Committee (email to ethicscommittee@gcpud.org).

The Ethics Committee will review, track, and respond to all conflict notifications. If a report of a conflict is determined to not be an actual conflict the employee will be notified; if the

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report results in a deemed actual conflict, the Ethics Committee will recommend a mitigation path.

6. Employees are required to report violations or suspected violations of this policy.

Employees are required to report unethical behavior or acts to their supervisor or the Ethics Officer. All reports will be taken seriously and investigated. Grant PUD will protect the confidentiality of those involved to the extent it can, consistent with the need to investigate and resolve the problem. No employee will be retaliated against for good faith efforts to comply with this policy.

7. Unethical behavior may lead to disciplinary action.

Every employee should understand that any violation of these basic standards of business conduct may subject the employee to disciplinary action, up to and including termination from the utility in addition to civil fines, penalties, and criminal prosecution where appropriate.

Concerns or complaints not filed in a “good faith” manner could lead to disciplinary action as defined by Grant PUD’s Discipline policy.


8. Risk/Risk Owners

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

- Reputation Risk
- Regulatory Risk
- Litigation Risk
- Performance Risk
- Governance Risk
- Leadership Risk
- Authority Risk
- Integrity Risk

B. Risk Owners:

- Ethics Committee/Ethics Officer
- All Grant PUD employees

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9. Review/Revision History

Effective Date	Description
8/14/1978	Resolution 3696 establishing a Code of Ethics.
3/23/1987	Resolution 5434.
8/28/2001	Resolution 7461. Updated to reflect current practices and revisions to RCW Chapter 42.
12/11/2006	Resolution 8061. Revised to address potential conflicts of interest during surplus auctions of Grant PUD equipment.
8/2/2010	Resolution 8495. Revised to address potential conflicts of interest related to Grant PUD work put out to bid.
1/31/2011	Resolution 8533. Revised to clarify guidelines around gifts from suppliers, prospective suppliers, customers, or their employees or agents.
5/31/2011	Resolution 8554. Revised to provide clarification on definition of "gambling" and clarified gambling is prohibited during an employee's compensated work time.
8/1/2014	Resolution 8732. Assigned policy number HR150040-POL. Revised composition of Ethics Committee and added new section titled "Recording Private Communications."
12/9/2019	Updated policy number to EX-SOC-POL-540 and reformatted only.
3/1/2022	Resolution 8981. Policy updated throughout. Added new Conflict of Interest section with disclosure requirement.
6/1/2023	Resolution XXXX. Revised to address Ethics Officer appointment and responsibilities, revised Use of Grant PUD Resources, updated Gifts, Gratuities, and Favors, Outside Employment, Off Duty Conduct, Post-Employment Representation, and Employment of Relatives. New language regarding contacts with federal employees, updated routing process for conflict disclosure forms, corrected policy revision history. Incorporate new forms – Outside Employment Attestation Form and Conflict of Interest Disclosure Form.

Effective Date: 6/1/2023

Version: 3
Supersedes: v2

Related Documents: Code of Ethics Policy



REFERENCE

Approved by: General Manager

EX-SOC-REF-541 – CODE OF ETHICS COMMITTEE

The General Manager shall appoint the Ethics Officer, who will act as the Ethics Policy Owner. Members of the Ethics Committee will be responsible for duties defined in the Code of Ethics Policy.

The Ethics Committee will include:

- Chief Financial Officer
- Chief Legal Officer
- Manager of Human Resources
- Manager of Internal Audit



EX-SOC-FRM-542 - CONFLICT OF INTEREST DISCLOSURE FORM

Disclosure of outside personal and/or professional activities and financial interests that relate to your role(s) and responsibilities at Grant PUD is required by Grant PUD's Code of Ethics Policy.

Employee Name: _____

Job Title: _____

Department: _____

Please check the statement below that pertains to your disclosure:

<input type="checkbox"/>	I have reviewed Grant PUD's Code of Ethics Policy and am not involved personally or professionally in a situation that could be construed as a violation of Grant PUD's Code of Ethics Policy, or that creates a potential conflict of interest with Grant PUD.
<input type="checkbox"/>	I disclose the following circumstances or situations that have the potential to constitute a conflict of interest as described in the Grant PUD's Code of Ethics Policy:

By signing below, I certify that the information above is true, complete, and correct to the best of my knowledge. I have carefully read, understand, and agree to abide by Grant PUD's Code of Ethics. I understand that if there are any changes or situations that arise after signing this form that create a potential conflict of interest, it is my responsibility to submit a new Conflict of Interest Disclosure Form to notify Grant PUD.

Employee Signature

Employee Name (print)

Employee Title

Date

Please send the signed form to your immediate supervisor, who will review and determine if additional information is needed. Your supervisor will submit the final form to the Ethics Committee.



EX-SOC-FRM-543 - OUTSIDE EMPLOYMENT ATTESTATION FORM

In accordance with Grant PUD’s Code of Ethics, all employees engaged in employment outside of Grant PUD must report such employment on this form.

1. EMPLOYEE INFORMATION

Employee Name: _____

Grant PUD Job Title: _____

Department: _____

Supervisor: _____

2. OUTSIDE EMPLOYMENT INFORMATION

Name of outside employer or business: _____

Address of outside employer or business: _____

Nature of outside employment: _____

Scheduled work hours for outside employer or business: _____

Describe the duties you perform for outside employer or business: _____

List any ownership or management interest you have in this business entity: _____

Does this outside employment require you to personally engage in any transactions with Grant PUD? Yes No

Comments:

Does this outside employment have contracts with or do business with Grant PUD? Yes No

Comments:

Do you anticipate a future contract with or future business with Grant PUD? Yes No

Comments:



3. EMPLOYEE ACKNOWLEDGEMENTS AND AGREEMENT

By signing below, I affirm that the information above is true, complete, and correct to the best of my knowledge. I further understand and agree that:

1. Grant PUD policy forbids me from engaging in any form of outside employment, for myself or another employer, which would conflict or interfere with my position at Grant PUD. Engaging in outside employment while on Grant PUD time and/or using Grant PUD equipment or materials is strictly prohibited.
2. My supervisor and the Ethics Committee will review the information I have provided on this form, and an ethics official will provide further written guidance as to whether I am approved to participate in the proposed outside employment described above.
3. If approved, I have a continuing obligation to notify my supervisor and the Ethics Committee if the information included on this form should change, including if I am no longer engaging in outside employment, within 14 days of such change.
4. My outside employment must be suspended if my work status with Grant PUD is sick leave, FMLA leave, worker’s compensation leave, or restricted duty.
5. I have carefully read, understand, and agree to abide by the expectations and terms set forth herein and in Grant PUD’s Code of Ethics. Failure to comply could result in disciplinary action.

Employee Signature: _____

Date: _____

Location: _____

4. SUPERVISOR RECOMMENDATION

	Yes	No
I recommend that the employee’s request to engage in the proposed outside employment be approved by the Ethics Committee.	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Supervisor Signature: _____

Supervisor Name (print): _____

Date: _____

Please send an electronic copy of this signed form to ethicscommittee@gcpud.org.



5. ETHICS COMMITTEE DECISION

Does the outside employment relate to the employee’s official duties, or involve transactions with Grant PUD that relate to the employee’s official duties? Yes No

Comments:

Does the outside employment involve an employer that has a contractual or other business relationship with Grant PUD, or have an interest that may be affected by the employee’s performance or nonperformance of their official duties? Yes No

Comments:

Will the employee’s official position with Grant PUD be used to obtain compensation or other benefits for the employee or the outside employer? Yes No

Comments:

Ethics Committee Determination: The outside employment request is [] Approved [] Denied


Comments:

Ethics Officer Signature: _____

Ethics Officer (print): _____

Date: _____

A copy of the completed form will be provided electronically to the employee and their supervisor. A copy will also be sent to the employee’s personnel file.

Effective Date: 6/1/2023	Version: 10 Supersedes: 9	Related Documents: Code of Ethics Committee, Outside Employment Attestation Form, Conflict of Interest Disclosure Form
 DISTRICTWIDE POLICY		
Approved by: Commission	Regulation: RCW Chapter 42, RCW 9.46.0237, RCW 9.73.030, Resolution XXXX	
Policy Owner: Ethics Officer	Policy Category: Ethics, Integrity, and Legal Compliance	

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- Deleted: 2
- Deleted: See Also: HR-SOC-REF-541
- Deleted: 2022
- Deleted: HR150040-POL
- Deleted: 8981

EX-SOC-POL-540 – CODE OF ETHICS

Style Definition: Policy Body Text

1. Scope

This policy provides guidance to all employees including Officers and Commissioners regarding conduct. Hereinafter this group shall be referred to as “employees”.

2. Employees are expected to exhibit high ethical standards when conducting Grant PUD business.

All employees are expected to comply with the ethics provisions contained in this policy. Employees are responsible for disclosures of possible conflicts of interest, both in fact and appearance, and are responsible for asking for guidance from their supervisor or the Ethics Officer if a question of ethics exists.

Deleted: contained in

Deleted: Committee

RCW Chapter 42.23, Code of Ethics for Municipal Officers, may restrict activities more than this policy. “Municipal officer” and “officer” shall each include all elected and appointed officers of a municipality, together with all deputies and assistants of such an officer, and all persons exercising or undertaking to exercise any of the powers or functions of a municipal officer. The absence of specific situation discussed herein does not relieve an employee from the responsibility to exercise high ethical standards involving utility business.

3. The General Manager will appoint Grant PUD’s Ethics Officer.

The Ethics Officer will be responsible for ensuring that employees have adequate training and communication on the Code of Ethics, and assembling the Ethics Committee to review ethics issues that require interpretation. The Ethics Officer is responsible for leading the investigation process of reports of violations of the Code of Ethics.

Deleted: <#>An Ethics Committee Will Review Questions Related To This Policy And Make Recommendations As Appropriate.¶

The Ethics Committee will review questions related to this policy and make recommendations as appropriate. The Ethics Committee membership is defined in EX-SOC-REF-541, Code of Ethics Committee.


Deleted: HR

4. All employees, officers, and Commissioners are responsible for being in compliance with the following items:

A. Use of Position: Whether specifically prohibited elsewhere in this policy or not, employees shall also not create the appearance of impropriety by:

- Using public employment for private gains, privilege, favor, or advantage;
- Giving preferential treatment to any person;
- Knowingly impeding utility efficiency or productivity; or,
- Affecting adversely the confidence of the public in the integrity of Grant PUD.

Moved (insertion) [1]: Use of Position: Whether specifically prohibited elsewhere in this policy or not, employees shall also not create the appearance of impropriety by:¶
Using public employment for private gains, privilege, favor, or advantage;¶
Giving preferential treatment to any person;¶
Knowingly impeding utility efficiency or productivity; or,¶
Affecting adversely the confidence of the public in the integrity of Grant PUD. ¶

Effective Date: 6/1/2023	Version: 10 Supersedes: 9	Related Documents: Code of Ethics Committee, Outside Employment Attestation Form, Conflict of Interest Disclosure Form
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Approved by: Commission	Regulation: RCW Chapter 42, RCW 9.46.0237, RCW 9.73.030, Resolution XXXX	
Policy Owner: Ethics Officer	Policy Category: Ethics, Integrity, and Legal Compliance	

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- Deleted: 2
- Deleted: See Also: HR-SOC-REF-541
- Deleted: 2022
- Deleted: HR150040-POL
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B. Use of Grant PUD Resources: Grant PUD resources will not be used for private benefit or gain unless within an allowable exception as determined by the Ethics Officer or the Ethics Committee. Grant PUD resources include but are not limited to Grant PUD facilities, vehicles, information systems, materials, financial resources, equipment, and staff time. The de minimis standard will be used to determine what an allowable exception use of resources is. To be considered de minimis, all of the following must be true:

- There is little or no cost to Grant PUD;
- There is no interference with the performance of official duties;
- The use is brief in duration and frequency;
- The use does not compromise the security or integrity of Grant PUD information systems or software;
- The use is not for the purpose of conducting an outside business, in furtherance of private employment, or to realize a private financial gain; and
- The use is not for supporting, promoting the interests of, or soliciting for an outside organization or group.

C. Records: All Grant PUD records including time sheets must be prepared accurately. Preparing a false or misleading report or record is a serious offense and violation of this policy. A record or report includes, but is not limited to, any "public record" as defined by RCW 42.56.010. "Public record" includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.


Deleted: utility

D. Confidentiality: Employees must maintain the confidentiality of confidential information entrusted to them, except when disclosure is required by Washington State public records request laws or authorized by Grant PUD's General Counsel or required by laws or regulations. Confidential information includes all non-public information that might be of use to competitors or harmful to the PUD or its customers if disclosed. It also includes information that suppliers and customers have entrusted to Grant PUD. It is expected employees apply the same level of integrity to both documents intentionally sent to the employee and those indirectly or that are encountered by accident. The obligation to preserve confidential information continues even after employment ends.

Deleted: the PUD.

Records containing personal or confidential information will be disclosed only to authorized personnel having a "need to know" or as may be required by law.

E. Funds/Monetary Assets: Employees who have control over utility funds (e.g., credit cards, accounts payable, payroll, special fund/petty cash drawers) are strictly accountable for such funds. Every expenditure of funds shall be reasonable, necessary and within policy. Anyone approving or certifying the correctness of any voucher or bill is required to have knowledge that the expense and amounts involved are justifiable and proper.

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F. **Protection and Proper Use of Grant PUD Assets:** Grant PUD property shall not be sold, used for personal benefit, loaned, given away, intentionally damaged, destroyed, or otherwise disposed of, regardless of condition or value.

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The obligation of employees to protect Grant PUD's assets includes its proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business, marketing and service plans, engineering and manufacturing ideas, designs, databases, records, certain payroll data information and any unpublished financial data and reports. Unauthorized use or distribution of this information would violate Grant PUD policy and result in discipline including up to termination. It could also be illegal and result in civil or criminal penalties.

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All dispositions of property shall be in accordance with the surplus property policy and procedures. Employees who have input into the decision and approval process pertaining to the declaration of property as surplus to the needs of the utility shall not participate directly or indirectly in the purchase of such surplus property, nor shall they have any direct or indirect financial interest with any person or entity which purchases such property. Executive level management staff (Senior Manager and above), shall not, in any event, participate in the purchase of surplus property.

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G. **Procurement Ethics:** It is the policy of the utility to award business solely on merit, at the lowest reasonable price, and when required, on a competitive basis.

Deleted: <#>Employees are also prohibited from purchasing utility property which was originally purchased for or used by the department where they work. Additionally, they shall not directly, or indirectly, participate in such a purchase, nor shall they have any direct or indirect financial interest with any person or entity which purchases such property.¶

Employees with procurement responsibilities or control over or access to project specifications shall not benefit, directly or indirectly, in any contractual agreement which may be made by, through or under the employee, in whole or in part, or which may be made for the benefit of the employee. Employees shall not accept, directly or indirectly, any compensation, gratuity, or reward in connection with such contractual agreement.


Deleted: be beneficially interested

Deleted: contract

Deleted: him or her, or

Deleted: contract from any other person beneficially interested therein. Exceptions to this section may be approved by the Ethics Committee.

H. **Gifts, Gratuities, and Favors:** Individuals covered by this policy shall not solicit or accept, directly or indirectly, gifts, gratuities, or favors from a supplier, prospective supplier, customer or their employees or agents; provided however, that gifts of cookies, candies or other food items received and shared with other employees in the recipient's work area are not prohibited. The intent of this exception is to sensibly accommodate receipt of such items that arrive unsolicited from vendors during holidays or as an occasional thank you such that no one individual employee benefits. All employees who conduct negotiations with current or prospective suppliers, contractors or customers will make certain that their representatives are fully informed of the utility's policy. For the purpose of this policy, advertising items of a nominal value are not considered gifts (calendars, water bottles, bags, shirts, notepads, hats, etc.). Items of nominal value may be accepted so long as they do not have an aggregate value in excess of \$50 from a single source in a calendar year. The value of the item given to an employee's family will be attributed to the employee for the purpose of determining whether the limit has been

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exceeded. Accepting gifts of cash or cash equivalents (i.e., gift cards) is prohibited regardless of the amount.

I. Entertainment and Hospitality: Offers of entertainment, hospitality, business courtesies, tickets, hotel accommodations, passes or other favors from customers, current or prospective suppliers or other persons or entities whose interests may be substantially affected by the performance of the employee’s official duty, no matter how innocent in appearance, may not be accepted. An employee may accept food or refreshments of nominal value on infrequent occasions in the ordinary course of a meeting, conference, or during an inspection tour where an employee may properly be in attendance.

J. Outside Employment: Grant PUD employees will only be prohibited from engaging in outside employment while employed by Grant PUD if the Ethics Committee determines there is a conflict of interest. Outside employment includes working as an employee or associate with an outside entity, intellectual property rights (such as creating a marketable item or owning an idea for/with the individual or business where there is a potential for profit), owning or operating a partnership, corporation or other private or public business, a home-based business and instances where the work or services are not actually conducted or performed by the employee but in which the employee has a beneficial interest such as work performed by family members. As used in this policy, the term “outside employment” should be understood to mean outside employment, outside business activity and/or an outside business relationship.


Moved up [1]

Grant PUD employees that have employment outside of Grant PUD must report the employment using the Outside Employment Attestation Form.

Grant PUD employees that are performing work for their outside employment during their scheduled work shift must be on approved leave.

Grant PUD may prohibit employees from engaging in outside employment while employed by Grant PUD if the Ethics Committee determines there is a conflict of interest. When reviewing outside employment requests, the Ethics Committee will consider:

- Does the outside employment relate to an employee’s official duties, or involve transactions with Grant PUD that relate to the employee’s official duties?
- Does the employee’s outside employment involve an employer that has a contractual or other business relationship with Grant PUD, or have an interest that may be affected by the employee’s performance or nonperformance of their official duties?
- Will the employee’s official position with Grant PUD be used to obtain compensation or other benefits for the employee or the outside employer?
- Will the demand of outside employment detract from the employee’s ability to satisfactorily meet their position’s performance objectives?

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K. Off Duty Conduct: Grant PUD employees must notify their CXO when legal consequences of their off-duty conduct affects their ability to perform their assigned job duties. The employee will report:

- Within 24 hours after receiving court-imposed sanction or conditions, or before their next scheduled work shift (whichever occurs first). Court imposed sanctions is a penalty or other means of enforcement used to provide incentives to obey the law, rules and regulations (such as an arrest or restraining order). Parking tickets and traffic tickets do not need to be reported so long as there are no restrictions placed on the employee's driver's license.
- Within 48 hours after an arrest, or before returning to work (whichever occurs first).

If the court-imposed sanction or conditions creates a conflict of interest with an employee's Grant PUD job duties, Grant PUD may reassign the employee to another role or terminate the employee from Grant PUD. If the employee is convicted of a crime that is incompatible with employment at Grant PUD, Grant PUD reserves the right to terminate the employee's employment. Crimes that include dishonesty or fraud are examples of crimes that are incompatible with employment at Grant PUD. Human Resources, the Chief Legal Officer, and the CXO will decide if an employee's legal issues are incompatible with employment with Grant PUD. Grant PUD will not make a final determination until any charges have resulted in a conviction.


L. Post-Employment Representation: Without prior approval from their CXO and the Manager of Human Resources, no Grant PUD employee shall accept employment or engage in any business or activity which might require the employee to disclose confidential Grant PUD information. Violation of this provision may cause any contract in existence to be invalidated. Employees and consultants may be required to sign a confidentiality, non-disclosure, and post-employment agreement.

- Deleted: supervisor
- Deleted: Senior

M. Gambling: Gambling is prohibited on Grant PUD property and/or during an employee's compensated work time. Gambling means staking or risking something of value upon the outcome of a contest of chance or a future contingent event not under the person's control or influence, upon an agreement or understanding that the person or someone else will receive something of value in the event of a certain outcome (RCW 9.46.0237).

Examples include, but are not limited to raffles, sports pools, check pools, or any activity defined as "gambling" by the Washington State Gambling Commission.

N. Recording Private Communications: Recording conversations with cell phones or any other recording device, whether these conversations are by telephone, radio, in person, or by any other means, is prohibited and may violate state criminal law, unless done with the consent of all parties involved (see RCW 9.73.030).

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O. **Employment of Relatives:** Grant PUD may hire relatives of current employees except when there is a conflict of interest such as:

- The employment of the individual would violate the Code of Ethics for Municipal Officers (see RCW Chapter 42.23);
- A spouse or relative would have the authority or practical power to supervise, appoint, remove, or discipline the other spouse or relative;
- A spouse or relative would be responsible for auditing the work of the other spouse or relative;
- A spouse or relative would be in the supervisory chain of command;
- Other circumstances exist, which would place the spouse or relative in a situation of actual or reasonably foreseeable conflict between Grant PUD's interests and those of the spouse or relative;
- Necessary in the case of Grant PUD Officers to avoid the reality or appearance of improper influence or favor; or,
- Necessary in the case of Grant PUD Officers to protect Grant PUD confidentiality.

If employees become relatives or spouses during their course of employment with Grant PUD, Grant PUD reserves the right to reassign an employee to eliminate a conflict of interest. Reassignments will be made based on the needs of Grant PUD. For the purpose of this policy, a relative is defined as a person related to another person by blood, marriage, domestic partner, or legal adoption (spouse, son, daughter, grandchild, parent, sibling, niece, nephew, aunt, uncle, in-law, stepchild, grandparent, foster child, first cousin).


If an employee is transferred, promoted, or otherwise moved to a position where it would conflict with this policy, it is the responsibility of the employee to notify their supervisor, manager, CXO, or the Ethics Officer of the conflict.

P. **Contacts with Members of Congress and Federal Employees:** Federal officials and their staff are subject to a rule that prohibits a gift or entertainment and defines those terms as anything having a value. For this reason, no Grant PUD employee should offer anything of value, including a meal, to a federal government official. Any questions about the compliance requirements applicable to members of Congress and federal employees should be referred to the Ethics Officer.

5. Conflict of Interest

A conflict of interest exists when there is evidence of or the appearance that an employee's personal interests have influenced or may influence Grant PUD transactions or operations, or that these interests take precedence over the interests, goals, and/or mission of Grant PUD.

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A conflict of interest may relate to you, your spouse/partner, family member, business interests, and/or associates. Employees are required to immediately and proactively disclose to their supervisor any actual or possible conflict(s) of interest that arise at any time during their employment, including when an employee transfers positions at Grant PUD. Employees shall disclose all material facts pertaining to the potential conflict according to Grant PUD procedure as noted below.

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A Conflict of Interest Disclosure Form is required for every employee within 90 days of approval by this policy. In the event there are changes to any disclosures previously made, the changes shall be noted in an updated Conflict of Interest Disclosure Form. If there are no changes, every employee will acknowledge the accuracy of the disclosure form previously submitted on an annual basis and perform any required training. If a new conflict or potential conflict arises, the employee shall submit a new Conflict of Interest Disclosure Form within 10 days of the new conflict or potential conflict. Conflict of Interest Disclosure Forms should be sent to the employee's direct supervisor.

Deleted: A conflict disclosure form is required for every employee and a new form shall be filled out whenever a potential conflict arises.¶

Examples of potential conflicts that should be disclosed (not exclusively limited to this list) include:

- A business relationship/ownership that the employee personally receives real or perceived benefit with an entity conducting business with Grant PUD directly or indirectly that could present a conflict in the role the employee is engaged in for Grant PUD;
- A legal matter involving the employee which could impact or question the ability to perform their role;
- Outside employment by another party which may directly or indirectly have a connection to Grant PUD activity (and/or general office hour conflicts);
- Personal affiliations with individuals or civic/professional organizations whereby confidential/privileged information is divulged;
- A compensation arrangement with a corporation or with any entity or individual with which Grant PUD has a transaction or arrangement; or,
- A potential or existing ownership, direct or indirect interest, or compensation arrangement with any entity or individual with which Grant PUD is negotiating a transaction or arrangement.

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Regarding employment related conflicts of interest involving relatives, ¶


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¶
<https://pcaobus.org/Standards/Auditing/Pages/AS2410.aspx> ¶
¶

Upon receipt of the conflict form, the supervisor will evaluate to determine additional facts that may need to be gathered and then submit the form to the Ethics Committee (email to ethicscommittee@gcpud.org).

The Ethics Committee will review, track, and respond to all conflict notifications. If a report of a conflict is determined to not be an actual conflict the employee will be notified; if the

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report results in a deemed actual conflict, the Ethics Committee will recommend a mitigation path.

6. Employees are required to report violations or suspected violations of this policy.

Employees are required to report unethical behavior or acts to their supervisor or the Ethics Officer. All reports will be taken seriously and investigated. Grant PUD will protect the confidentiality of those involved to the extent it can, consistent with the need to investigate and resolve the problem. No employee will be retaliated against for good faith efforts to comply with this policy.

7. Unethical behavior may lead to disciplinary action.

Every employee should understand that any violation of these basic standards of business conduct may subject the employee to disciplinary action, up to and including termination from the utility in addition to civil fines, penalties, and criminal prosecution where appropriate.

Concerns or complaints not filed in a "good faith" manner could lead to disciplinary action as defined by Grant PUD's Discipline policy.

8. Risk/Risk Owners

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


- Reputation Risk
- Regulatory Risk
- Litigation Risk
- Performance Risk
- Governance Risk
- Leadership Risk
- Authority Risk
- Integrity Risk

B. Risk Owners:

- Ethics Committee/Ethics Officer
- All Grant PUD employees

9. Review/Revision History

<u>Effective</u> Date	Description
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Effective Date: 6/1/2023	Version: 10 Supersedes: 9	Related Documents: Code of Ethics Committee, Outside Employment Attestation Form, Conflict of Interest Disclosure Form
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8/14/1978	Resolution 3696 establishing a Code of Ethics.
3/23/1987	Resolution 5434.
8/28/2001	Resolution 7461. Updated to reflect current practices and revisions to RCW Chapter 42.
12/11/2006	Resolution 8061. Revised to address potential conflicts of interest during surplus auctions of Grant PUD equipment.
8/2/2010	Resolution 8495. Revised to address potential conflicts of interest related to Grant PUD work put out to bid.
1/31/2011	Resolution 8533. Revised to clarify guidelines around gifts from suppliers, prospective suppliers, customers, or their employees or agents.
5/31/2011	Resolution 8554. Revised to provide clarification on definition of "gambling" and clarified gambling is prohibited during an employee's compensated work time.
8/1/2014	Resolution 8732. Assigned policy number HR150040-POL. Revised composition of Ethics Committee and added new section titled "Recording Private Communications."
12/9/2019	Updated policy number to EX-SOC-POL-540 and reformatted only.
3/1/2022	Resolution 8981. Policy updated throughout. Added new Conflict of Interest section with disclosure requirement.
6/1/2023	Resolution XXXX. Revised to address Ethics Officer appointment and responsibilities, revised Use of Grant PUD Resources, updated Gifts, Gratuities, and Favors, Outside Employment, Off Duty Conduct, Post-Employment Representation, and Employment of Relatives. New language regarding contacts with federal employees, updated routing process for conflict disclosure forms, corrected policy revision history. Incorporate new forms - Outside Employment Attestation Form and Conflict of Interest Disclosure Form.

- Deleted: 14
- Deleted: Effective Date HR150040-POL
- Deleted: , updated number
- Deleted: 3
- Deleted: 2022
- Deleted: Policy updated and new disclosure added, approved by Commission (Resolution 8980) 1/25/22, effective date 3/1/22.

Effective Date: 6/1/2023

Version: 3

Related Documents: [Code of Ethics Policy](#)

Supersedes: v2



REFERENCE

Approved by: General Manager

Deleted: HR

Deleted: -SOC-POL-540

EX-SOC-REF-541 – CODE OF ETHICS COMMITTEE

Style Definition: Policy Heading

Deleted: HR

The General Manager shall appoint the Ethics Officer, who will act as the Ethics Policy Owner. Members of the Ethics Committee will be responsible for duties defined in the [Code of Ethics Policy](#).

Deleted: Chief Financial Officer as the

Deleted: o

The Ethics Committee will include:

Deleted: EX-SOC-REF-540

- Chief Financial Officer
- Chief Legal Officer
- Manager of Human Resources
- Manager of Internal Audit

Deleted: / Ethics Officer

Deleted: Senior

Deleted: HR

From: [Leah Mauceri](#)
To: [Randi Hovland](#)
Cc: [Maggie Ramirez](#)
Subject: Code of Ethics for Commission Review
Date: Thursday, April 13, 2023 6:37:36 AM

Hi Randi and Maggie – I just uploaded documents related to the Code of Ethics to the Commission Contributions folder. We'd like to request Commission review on 4/25 and action on 5/9. The memo isn't initialed, so I wanted to share the approval to proceed from both Julie and Thomas, in case you need it. Please see below.

Thanks!
Leah

From: Julie Pyper <Jpyper@gcpud.org>
Sent: Wednesday, April 12, 2023 7:48 PM
To: Thomas Stredwick <Tstredwick@gcpud.org>
Cc: Leah Mauceri <Lmaucer@gcpud.org>; Tod Ayers <tayers@gcpud.org>
Subject: Re: Action Requested by 4/11 - Code of Ethics Packet Review

Hi - Thank you for the opportunity to review. I do not have any comments and support the packet as well. Nice work folks! Thanks again - take care, Jules

Sent from my iPhone

On Apr 4, 2023, at 3:48 PM, Thomas Stredwick <Tstredwick@gcpud.org> wrote:

Thank you for sending this packet of materials my way. I have read the documents included and support the packet in its entirety.

Thanks,

Thomas Stredwick
Sr. Manager, Employee Experience

From: Leah Mauceri <Lmaucer@gcpud.org>
Sent: Tuesday, April 4, 2023 1:43 PM
To: Julie Pyper <Jpyper@gcpud.org>; Thomas Stredwick <Tstredwick@gcpud.org>
Cc: Tod Ayers <tayers@gcpud.org>
Subject: Action Requested by 4/11 - Code of Ethics Packet Review

Julie and Thomas,

Attached for your review and awareness are the Code of Ethics documents we plan to

submit for the 4/25 Commission packet. We have received the required approvals for the policy (Legal, Risk, Audit, CFO) and propose proceeding in accordance with the schedule below.

If you have any concerns with this proceeding to the Commission at this time, or if you have any revisions, please let us know no later than April 11.

By April 7	Obtain legal approval of the resolution (Leah)
By April 11	Update to Julie and Thomas, ensure there are no concerns with proceeding (Leah)
By April 13, by 11:30 am	Submit policy and associated docs to GM's office for Commission packet (Leah)
April 25	Commission review
May 9	Commission approval
May 1-31	Carry out change management activities (trainings, Q&As/office hours, etc.).
June 1	Effective date of revised policy and associated documents
By Aug 31	Employee obligations associated with the updated policy are complete (e.g., PolicyTech acknowledgements, conflict of interest disclosure forms submitted, etc.).

Thank you,
Leah

RESOLUTION NO. 9016

A RESOLUTION PRE-QUALIFYING CONTRACTORS TO PERFORM ELECTRICAL WORK
FOR GRANT PUD

Recitals

1. RCW 54.04.085 requires that contractors be pre-qualified to do electrical work for Grant PUD, and pursuant thereto, contractors listed in Appendix A have filed applications for pre-qualification with Grant PUD;
2. Grant PUD's staff have reviewed all applications and their recommendations with respect to the same are set forth in Appendix A attached hereto;
3. Grant PUD's staff recommend rejection of certain contractor pre-qualification requests, and Grant PUD's General Manager concurs with those recommendations; and
4. The Commission has reviewed and considered the recommendations of Grant PUD's staff.

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

Section 1. The various contractor requests received by Grant PUD for pre-qualification are hereby approved and rejected as set forth in Appendix A attached hereto.

Section 2. For these contractors who are pre-qualified as set forth in Appendix A, they shall each designate their employees, and/or subcontractors with electrical contract licenses prior to performing any electrical work for Grant PUD requiring the same.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 9th day of May, 2023.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

April 5, 2023

TO: Richard Wallen, General Manager
VIA: Jeff Grizzel, Chief Operating Officer
Ron Alexander, Managing Director of Power Delivery
Jesus Lopez, Senior Manager of – Power Delivery Engineering
FROM: Sharon Lucas, Administrative Assistant – Power Delivery Engineering
SUBJECT: 2023 Pre-qualification of Contractors for Electrical Work

Purpose: Recommend approval and/or rejection of contractor applications seeking pre-qualification for electrical work as stated in the various categories listed for the District’s Electric System in the 2023 construction year, per RCW 54.04.085.

Discussion: The District completed an annual Pre-Qualification process as required and described in RCW 54.04.085. The District advertised for contractors to be pre-approved for District electric system work for the 2023 construction year. A legal notice was published mid-August in the following:

- Grant County Journal
- Columbia Basin Daily Herald
- Wenatchee World
- Daily Journal of Commerce - Seattle
- Daily Journal of Commerce - Portland
- Spokesman Review
- Tri-City Herald

In addition to the legal notices published, the Pre-Qualification process and application is posted on the District’s Contracting website and can be downloaded by Contractors.

Evaluated contractors completed the standard questionnaire and provided a financial statement. Additionally, contractors provided a statement of work experience, list of previous projects including the associated dollars required to complete the jobs, and a list of key employees to substantiate the categories of work in which they applied. The work categories are described in the table below.

WORK CATEGORIES			
A	Distribution (up to 15kV)	E	Substation Energized Maintenance
B	Transmission (115kV to 230kV)	F	Lighting
C	Substation De-energized Construction	G	Storm and Emergency Response
D	Substation Energized Construction		

A group of employees representing Finance, Power Delivery Construction & Maintenance and Power Delivery Engineering reviewed the applications for the requirements specified in RCW 54.04.085, which are: 1) adequate financial resources; 2) necessary experiences by the company and personnel; 3) organization and technical qualification to perform the work; 4) satisfactory record of performance, integrity, judgment, and skills; and 5) be otherwise qualified and eligible to receive a contract award under applicable laws and regulations.

Recommendation: Approve/Reject Contractors for work categories as described below:

- A. The following Pre-qualification Applications are recommended for approval *as applied* within categories and within the maximum amount of work, expressed in dollars, as submitted by the Contractor. The categories are more fully described in Appendix A.

CONTRACTOR	CATEGORIES							\$ Amt Millions
	A	B	C	D	E	F	G	
Aubrey Silvey Inc.			X	X	X		X	71
Cascade Cable Constructors LLC	X*		X*					10
International Line Builders	X	X	X	X*		X	X	40
KVA Electric Inc.			X	X	X			5
Mi-Tech		X*						5
NASS LLC				X*	X			3
Qualus				X*	X*			5
Tice Electric Co.	X*	X*	X	X*		X*		12

X = Recommended Approval

* see Appendix A for complete detail (partial items requested in certain categories)

- B. The following Pre-qualification Applications are recommended for approval *with modifications* (some work not approved) within the specific work categories as they were submitted by the Applicant. Rejection of categories for the following contractors was based on insufficient information (showing inadequate evidence of experience and technical qualifications) received on the application. Refer to Appendix A for complete detail of all categories:

CONTRACTOR	CATEGORIES							\$ Amt Millions
	A	B	C	D	E	F	G	
American Electrical Services Inc.	X*		X	R*		X	R	5
DJ's Electrical	X	X	X	R	R	X	X	5
Henkels & McCoy Inc	X	X	X	R*			X	500
JH Kelly LLC	X*		R	R*		X*		200
Magnum Power LLC	X	X	X	R*	R*	X	X	20
Michel's Pacific Energy	X	X	X	R*	R*	X	X	500
NW Utility Services LLC	X*	R*				X	X	5
Palouse Power LLC	X	X	X	R*	R*	X	X	10
PAR (QUANTA)	X*	X	X	R*	R*	X	X	75
Potelco (QUANTA)	X	X	X	R*	R*	X	X	50
Power City Electric	X*		X	R*			X	20
Sturgeon Electric Inc.	X	X	X	R*	R*	X	X	250
Summit Line Construction Inc.	X	X	X	R*	R*	X	X	20
Wilson Construction Co.	X	X	X	R*	X*	X	X	300

A = Approval R = Rejected

* see Appendix A for complete detail (partial items requested in categories or rejected in certain categories)

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

c: Patrick Bishop

From: [Jeff Grizzel](#)
To: [Jesus Lopez](#)
Cc: [Ron Alexander](#)
Subject: RE: High Voltage Bidder Prequalification Approval Memo
Date: Wednesday, April 12, 2023 1:32:26 PM
Attachments: [image001.jpg](#)

I approve.

Jeff

From: Jesus Lopez <Jlopez@gcpud.org>
Sent: Wednesday, April 12, 2023 12:06 PM
To: Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Ron Alexander <ralexander@gcpud.org>
Subject: FW: High Voltage Bidder Prequalification Approval Memo

Hello Jeff,

With Legal and Ron's approval noted below, I am seeking your approval to include the attached HV bidder prequalification approval memo for review into this cycle's Commission meeting packet.

As a reminder, the HV bidder prequalification is an annual RCW-mandated process. Applications are reviewed by a panel of District staff and the memo recommendations reflect the review process results.

Please let me know if you have any questions. Otherwise, I'd appreciate your approval.

Thanks,

Jesus

From: Ron Alexander <ralexander@gcpud.org>
Sent: Wednesday, April 12, 2023 11:58 AM
To: Jesus Lopez <Jlopez@gcpud.org>
Subject: FW: High Voltage Bidder Prequalification Approval Memo

I approve. Thank you Jesus.

From: Jesus Lopez <Jlopez@gcpud.org>
Sent: Wednesday, April 12, 2023 10:40 AM
To: Ron Alexander <ralexander@gcpud.org>
Subject: FW: High Voltage Bidder Prequalification Approval Memo

Hi Ron,

I am seeking your approval to include the attached HV Bidder Prequalification Approval memo in this cycle's Commission packet for review.

Please let me know if you need additional information. Otherwise, please respond with your approval.

Jesus

From: Nicona Butler <Nbutler@gcpud.org>
Sent: Wednesday, April 5, 2023 4:31 PM
To: Jesus Lopez <Jlopez@gcpud.org>
Subject: FW: High Voltage Bidder Prequalification Approval Memo

You have legal approval to proceed with submission to the Commission.

From: Carol Mayer <Cmayer@gcpud.org>
Sent: Wednesday, April 5, 2023 4:30 PM
To: Nicona Butler <Nbutler@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: FW: High Voltage Bidder Prequalification Approval Memo

Please see Mitch's approval below.

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Wednesday, April 5, 2023 4:29 PM
To: Carol Mayer <Cmayer@gcpud.org>
Subject: RE: High Voltage Bidder Prequalification Approval Memo

I don't have any concerns with advancing this to the Commission packet.
Mitch

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

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

From: Carol Mayer <Cmayer@gcpud.org>
Sent: Wednesday, April 5, 2023 4:22 PM

To: Mitchell Delabarre <Mdelaba@gcpud.org>
Subject: FW: High Voltage Bidder Prequalification Approval Memo
Importance: High

Hi Mitch – Sending this for your review as they would like to get it in the Commission packet. Thank you!

From: Nicona Butler <Nbutler@gcpud.org>
Sent: Wednesday, April 5, 2023 4:09 PM
To: Carol Mayer <Cmayer@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: High Voltage Bidder Prequalification Approval Memo

Please see the attached for legal review and approval.

Thank you!

Nicona Butler, CPPB

Procurement Officer

OFFICE 509.754.6749
EXT. 3232
EMAIL nbutler@gcpud.org



grantpud.org

From: Jesus Lopez <Jlopez@gcpud.org>
Sent: Wednesday, April 5, 2023 9:41 AM
To: Emilie DeLong <Edelong@gcpud.org>
Cc: Sharon Lucas <Slucas@gcpud.org>
Subject: High Voltage Bidder Prequalification Approval Memo

Hi Emily,

Would you be able to obtain legal approval and approval signatures to get the attached memo into the next Commission packet?

Jesus

RESOLUTION NO. 9017

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 170-11524, FOR
SUPPLYING 15KV UNDERGROUND CONDUCTOR

Recitals

1. Bids were publicly opened on March 16, 2023 for Contract 170-11524, for Supplying 15kV Underground Conductor;
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD's staff;
 - Wesco/Anixter \$12,611,000.00
3. The low bid, submitted by Wesco/Anixter is both commercially and technically compliant with Grant PUD's contract requirements;
4. The bid is less than the Engineer's Estimate of \$13,500,000.00; and
5. Grant PUD's Senior Manager of Power Delivery Engineering and General Manager concur with staff and recommend award to Wesco/Anixter as the lowest responsible and best bid based on Grant PUD's plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager is authorized to enter into a contract, Contract 170-11524, for Supplying 15kV Underground Conductor with Wesco/Anixter of Portland, Oregon in the amount of \$12,611,000.00 plus applicable sales tax, upon receipt of the required payment and performance bond in a manner satisfactory to Grant PUD's Counsel.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 9th day of May 2023.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

April 5, 2023

TO: Richard Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Chief Operations Officer
 Ron Alexander, Managing Director of Power Delivery (RA)
 Jesus Lopez, Senior Manager of Power Delivery Engineering (JL)
 Bob Kakaley(BK), Distribution Systems Supervisor

FROM: Kyle Robillard, Distribution Engineering (KCR)

SUBJECT: Award of Contract 170-11524, Supplying 15kV Underground Cable

Purpose: To request Commission approval to award Contract 170-11524 to Wesco/Anixter to supply 15kV Underground Cable in the amount of \$12,611,000.00, plus sales tax.

Discussion: This contract will supply 1/0 awg Aluminum, 4/0 awg Aluminum, and 1100 kcmil Aluminum underground cables for new line extensions, new customer requests, upgrading and/or replacement of aged or damaged cable, system improvements, and inventory for use during emergency situations. These cables are our most used and our typical standard for new installations. Manufacturers are pre-approved, and their material must meet or exceed the current District technical specifications.

Bidders	Bid Item: 1/0 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable (1,000,000 feet)	Bid Item: 4/0 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable (300,000 feet)	Bid Item: 1100 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable (300,000 feet)
Wesco/Anixter	\$ 5,189,000	\$ 1,848,000	\$ 5,574,000
Engineers Estimate	\$ 6,000,000	\$ 2,100,000	\$ 5,400,000

The following table shows the price per foot proposed by bidders on this contract (170-11524) against the last several contracts and purchase orders.

Description	Year	Contract #	Price/Foot
1100 kcmil alum.	2016	170-4269	\$5.91
1100 kcmil alum.	2016-2019	170-4301	\$5.907
1100 kcmil alum.	2020-2022	170-09800	\$7.38
1100 kcmil alum.	2023	PO31707	\$17.09
1100 kcmil alum.	2023-2025	170-11524	\$18.58

Description	Year	Contract #	Price/Foot
4/0 awg alum.	2023	PO31707	\$6.10
4/0 awg alum.	2023-2025	170-11524	\$6.16

Description	Year	Contract #	Price/Foot
1/0 awg alum.	2011-2012	170-3246	\$2.199
1/0 awg alum.	2013	PO06374	\$2.419
1/0 awg alum.	2013	PO06522	\$2.449
1/0 awg alum.	2013-2014	170-3585R	\$2.4925
1/0 awg alum.	2015-2016	170-3938	\$2.2300
1/0 awg alum.	2016-2019	170-4301	\$2.048
1/0 awg alum.	2020-2022	170-09800	\$2.21
1/0 awg alum.	2023	PO31707	\$5.64
1/0 awg alum.	2023-2025	170-11524	\$5.189

The bid submitted by Wesco/Anixter is found to be Commercially and Technically Compliant. This was the only bid received.

Justification: These cables are a key part of the infrastructure that the District installs for supplying electric service to its customers. This Contract allows the District to procure and replenish the stock of these cables, which shall be installed as new infrastructure for load growth, to improve system reliability, and as replacement of existing infrastructure due to the upgrading or repairing of damaged infrastructure.

Financial Considerations: This contract was a competitively bid contract and will be awarded to the lowest bidder that meets all commercial and technical compliance. The bid prices and the Engineers Estimate can be reviewed in the table above. All bids came back within an acceptable range of the Engineers Estimate.

Recommendation: Commission approval to award Contract 170-11524 to Wesco/Anixter to supply 15kV Underground Cable in the amount of \$12,611,000.00, plus sales tax.

Legal Review: See attached email(s).

COMMERCIAL EVALUATION

Contract No.:	170-11524	Contract Title:	Supplying 15kV Underground Cable
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Bid Opening Date		March 16, 2023	
Total No. of Bidders:		1	
Was prequalification required for bidding?		No	
No. of potential Bidders who obtained the Bid documents:		37	
Was this Bid advertised in the newspaper?	Yes	If yes, where?	Grant County Journal
Addenda issued?	Yes	If yes, how many	2

Additional Information

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Cost Estimate:	\$13,500,000.00
-----------------------	------------------------

Bidders

Name of Bidder:	Wesco/Anixter		
Total Bid Price:	\$12,611,000.00	Bid Security:	Bid Bond
Signature Certification:	NA	Delivery / Completion:	As required
Addendum Received:	Yes	Bidder's Data Provided:	Yes
Commercially Compliant?	Yes	Technically Compliant?	Yes

Additional Information:

A copy of the Bid Bond was received with the Bid; an original will be mailed.

Name of Bidder:	N/A		
Total Bid Price:	\$	Bid Security:	Choose an item.
Signature Certification:	NA	Delivery / Completion:	Choose an item.
Addendum Received:	Choose an item.	Bidder's Data Provided:	Choose an item.
Commercially Compliant?	Choose an item.	Technically Compliant?	Choose an item.

Additional Information:

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Name of Bidder:	N/A		
Total Bid Price:	\$	Bid Security:	Choose an item.
Signature Certification:	NA	Delivery / Completion:	Choose an item.
Addendum Received:	Choose an item.	Bidder's Data Provided:	Choose an item.
Commercially Compliant?	Choose an item.	Technically Compliant?	Choose an item.

Additional Information:

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Name of Bidder:			
Total Bid Price:	\$	Bid Security:	Choose an item.
Signature Certification:	NA	Delivery / Completion:	Choose an item.
Addendum Received:	Choose an item.	Bidder's Data Provided:	Choose an item.
Commercially Compliant?	Choose an item.	Technically Compliant?	Choose an item.

Additional Information:

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EXHIBIT "B" - BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we Anixter, Inc. (hereinafter called "the Principal"), as Principal, and Liberty Mutual Insurance Company duty 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 Oblige") in the penal sum of \$ 5% of Total Bid Amount 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 Oblige shall make any award to the Principal for Supplying 15kv Underground Conductor - Contract Number 170-11524

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 Oblige in accordance with the terms of said proposal or Bid and award and shall give bond for the faithful performance thereof with the Liberty Mutual Insurance Company, as Surety, or with other Surety or Sureties approved by the Oblige, or if the principal shall, in case of failure so to do, pay to the Oblige 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 Oblige, 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 14th day of March, 20 23

PRINCIPAL
ANIXTER, INC.

By: *Brian M. Bogg*
Signature

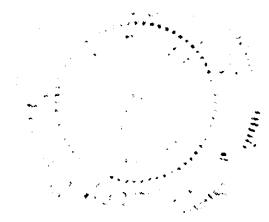
Brian M. Bogg Treasurer
Print Name

SURETY
LIBERTY MUTUAL INSURANCE COMPANY

By: *Daniel P. Dunigan*
Signature

Daniel P. Dunigan, Attorney in Fact
Print Name

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





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208792-019072

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian C. Block; Daniel P. Dunigan; James L. Hahn; Kelly G. Hermessy; Joseph W. Kolok, Jr

all of the city of Berwyn state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seats of the Companies have been affixed thereto this 3rd day of October, 2022



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 3rd day of October, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 20, 2025
Commission Number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12 Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2023



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

EXHIBIT "A" - BID FORM

COMPANY NAME OF BIDDER: WESCO / ANIXTER
 (Full Legal Name)

MANUFACTURER: OKONITE

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

Having carefully examined Contract Documents, including any Technical Specifications and Contract Drawings as well as the premises and conditions affecting the delivery, the undersigned hereby proposes to furnish and deliver the specified equipment/material in strict accordance with these Contract Documents for the price(s) indicated below.

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

The Total Bid Price (calculated total of Bid Item Prices 1 through 3) 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.	Reel Qty	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
1	400	Stock No. 09300612 1/0 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable, Full Concentric Neutral Estimated 400 reels at 2,500 ft per reel. Reel footage tolerance (-0 to +5%) Manufacturer: <u>OKONITE</u> Aluminum content lbs/ft: <u>.099</u> Copper content lbs/ft: <u>.207</u> This Bid Item shall, for purposes of Section SR-7, Price Adjustments, be deemed to include 0.099 lbs of aluminum/ft and 0.207 lbs of copper/ft.	Feet	1,000,000	\$ 5.189	\$ 5,189,000

Bid Item No.	Reel Qty	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
2	300	<p>Stock No. 09300695</p> <p>1100 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable, 1/6 Concentric Neutral</p> <p>Estimated 300 reels at 1,000 ft per reel. Reel footage tolerance (-0 to +5%)</p> <p>Manufacturer: <u>OKONITE</u></p> <p>Aluminum content lbs/ft: <u>1.032</u></p> <p>Copper content lbs/ft: <u>.376</u></p> <p>This Bid Item shall, for purposes of Section SR-7, Price Adjustments, be deemed to include 1.032 lbs of aluminum/ft and 0.376 lbs of copper/ft.</p>	Feet	300,000	\$ 18.58	\$ 5,574,000
3	120	<p>Stock No. 09300616</p> <p>4/0 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable, 1/3 Concentric Neutral</p> <p>Estimated 120 reels at 2,500 ft per reel. Reel footage tolerance (-0 to +5%)</p> <p>Manufacturer: <u>OKONITE</u></p> <p>Aluminum content lbs/ft: <u>.199</u></p> <p>Copper content lbs/ft: <u>.141</u></p> <p>This Bid Item shall, for purposes of Section SR-7, Price Adjustments, be deemed to include 0.199 lbs of aluminum/ft and 0.141 lbs of copper/ft.</p>	Feet	300,000	\$ 6.16	\$ 1,848,000
TOTAL BID PRICE						\$ 12,611,000

Prices are F.O.B. the location specified in the Contract Documents. Prices quoted include the cost of the Payment and Performance Bond required by Contract Documents but do not include Washington State and Local Taxes.

The above quantities are estimated quantities. Payment shall be made based on the Bid Unit Price, as adjusted in accordance with Section SR-7 (if applicable), multiplied by the actual number of feet of 15kV medium voltage underground power cable delivered on the reels within the allowed reel tolerance, up to the amount of the Contract Price.

The undersigned acknowledges and understands the District is committing to purchase only the quantities listed in Section SR-2.A and the District shall have the unilateral right and option to purchase additional 15kV

underground conductor of the types specified on the Bid Form in accordance with Section SR-3, with the price of such additional purchases, if any, determined in accordance with the provisions of Section SR-7. The undersigned also acknowledges and understands that after the District fulfills its commitment in accordance with Section SR-2.A, it may terminate this Contract after that point without incurring any additional cost (see Section SR-3). Any order placed on or before Oct 31 2025 will need to ship by end of the year 2025. Yes No Otherwise pricing will need to be evaluated for 2026 pricing.

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 9. Yes No


Bidder shall deliver all materials/equipment in accordance with Sections SR-2 and SR-3. Yes No

Bidder (full legal name):	WESCO
Street Address:	19545 NE RIVERSIDE PARKWAY
Mailing Address:	19545 NE RIVERSIDE PARKWAY
City, State, and Zip Code:	PORTLAND, OR 97230
Phone:	503-653-8619
Email:	VOSOKIN@WESCODIST.COM
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>MIKE PICKENS</u> Title: <u>NW PP DIR OF SALES</u> Email: <u>MPICKENS@WESCO.COM</u>	
Washington State Unified Business Identifier (UBI) No.	600 453 621
Washington State Sales Tax ID Number	A04653525

We hereby certify that we are not required to have a Washington State Sales Tax Identification Number for this work:

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

Addendum Nos. (list all) 1 / 2 have been received and have been considered in preparing this Bid.

Signature:  Title: Director of Sales
 Name (Print): Mike Pickens Date: 3-10-23
 Authorized Representative

Location or Place Executed (City and State): PORTLAND, OREGON

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

SUPPLEMENTAL BID DATA SHEET
15kV MEDIUM VOLTAGE POWER CABLE

Name of Bidder: Wesco

Name of Manufacturer: The Okonite Company Date: 03/01/2023

Bid Item Number: 1 Cable Size Description: 1/0 AL FS 15kV full neutral

Note to Bidder: Bidder shall submit a completed Supplemental Bid Data Sheet for each size and/or cable being bid.

Item	Description	Guaranteed Values	
		Minimum Point	Maximum Point
1	Outside Diameter Range of Cable	1.09	1.20
2	Diameter Range over Insulation Shield	0.830	0.970
3	Diameter Range over Insulation	0.774	0.854
4	Thickness Range of Insulation	per AEIC/ICEA	per AEIC/ICEA
5	Thickness Range of Insulation Shield	per AEIC/ICEA	per AEIC/ICEA
6	Thickness Range of Conductor Shield	per AEIC/ICEA	per AEIC/ICEA
7	Type of Stranding	Class B compressed	
8	Nominal Weight of Completed Cable	0.752	lbs./ft.
9	Type of Insulation	Okoguard EPR	
10	Reel Size (Flange x Traverse x Drum)	See quote	
11	Length of Cable on Reel	See quote	
12	Insulation Shield Stripping Tension @		
	Room Temperature (68°F)	3-24 lbs	
	@ 32°F	3-24 lbs	
	@ 100°F	3-24 lbs	
13	Material Manufacturer and Identification	Okonite - Okoguard	
14	Conductor Shield Manufacturer and Identification	Okonite - Okoguard SC	
15	Conductor Alloy and Temper	1350 - H19	
16	Polyethylene Content of Insulation	0	% by Weight
17	Maximum Pulling Tension	845	lbs.
18	Maximum Side Wall Bearing Pressure	500	lbs.
19	Dielectric Losses	0.48	Watts / kft
20	Number and Size of Concentric Neutral Wires	Number	AWG
		16	14
21	Name and physical location of Manufacturing Plant:	Street: 2900 S. Skyway Dr	
		City: Santa Maria	
		State/Zip: CA 93455	

22	Deviations from Specifications: (Attach Additional Information if needed)
none	

SUPPLEMENTAL BID DATA SHEET
15kV MEDIUM VOLTAGE POWER CABLE

Name of Bidder: Wesco

Name of Manufacturer: The Okonite Company Date: 03/01/2023

Bid Item Number: 2 Cable Size Description: 1100 AL 15kV 1/6 neutral

Note to Bidder: Bidder shall submit a completed Supplemental Bid Data Sheet for each size and/or cable being bid.

Item	Description	Guaranteed Values	
		Minimum Point	Maximum Point
1	Outside Diameter Range of Cable	1.909	2.110
2	Diameter Range over Insulation Shield	1.720	1.896
3	Diameter Range over Insulation	1.574	1.654
4	Thickness Range of Insulation	per AEIC/ICEA	per AEIC/ICEA
5	Thickness Range of Insulation Shield	per AEIC/ICEA	per AEIC/ICEA
6	Thickness Range of Conductor Shield	per AEIC/ICEA	per AEIC/ICEA
7	Type of Stranding	Class A compact	
8	Nominal Weight of Completed Cable	2.471	lbs./ft.
9	Type of Insulation	Okoguard EPR	
10	Reel Size (Flange x Traverse x Drum)	See quote	
11	Length of Cable on Reel	See quote	
12	Insulation Shield Stripping Tension @		
	Room Temperature (68°F)	3-24 lbs	
	@ 32°F	3-24 lbs	
	@ 100°F	3-24 lbs	
13	Material Manufacturer and Identification	Okonite - Okoguard	
14	Conductor Shield Manufacturer and Identification	Okonite - Okoguard SC	
15	Conductor Alloy and Temper	1350 - H19	
16	Polyethylene Content of Insulation	0	% by Weight
17	Maximum Pulling Tension	6000	lbs.
18	Maximum Side Wall Bearing Pressure	1/c = 500	lbs.
19	Dielectric Losses	1.15	Watts / kft
20	Number and Size of Concentric Neutral Wires	Number	AWG
		18	12
21	Name and physical location of Manufacturing Plant:	Street: 2900 S. Skyway Dr	
		City: Santa Maria	
		State/Zip: CA 93455	

22	Deviations from Specifications: (Attach Additional Information if needed)
none	

SUPPLEMENTAL BID DATA SHEET
15kV MEDIUM VOLTAGE POWER CABLE

Name of Bidder: Wesco

Name of Manufacturer: The Okonite Company Date: 03/01/2023

Bid Item Number: 3 Cable Size Description: 4/0 FS AL 15kV 1/3 neutral

Note to Bidder: Bidder shall submit a completed Supplemental Bid Data Sheet for each size and/or cable being bid.

Item	Description	Guaranteed Values	
		Minimum Point	Maximum Point
1	Outside Diameter Range of Cable	1.230	1.370
2	Diameter Range over Insulation Shield	1.000	1.140
3	Diameter Range over Insulation	0.954	1.040
4	Thickness Range of Insulation	per AEIC/ICEA	per AEIC/ICEA
5	Thickness Range of Insulation Shield	per AEIC/ICEA	per AEIC/ICEA
6	Thickness Range of Conductor Shield	per AEIC/ICEA	per AEIC/ICEA
7	Type of Stranding	Class B compressed	
8	Nominal Weight of Completed Cable	0.891	lbs./ft.
9	Type of Insulation	Okoguard EPR	
10	Reel Size (Flange x Traverse x Drum)	See quote	
11	Length of Cable on Reel	See quote	
12	Insulation Shield Stripping Tension @		
	Room Temperature (68°F)	3-24 lbs	
	@ 32°F	3-24 lbs	
	@ 100°F	3-24 lbs	
13	Material Manufacturer and Identification	Okonite - Okoguard	
14	Conductor Shield Manufacturer and Identification	Okonite - Okoguard SC	
15	Conductor Alloy and Temper	1350 - H19	
16	Polyethylene Content of Insulation	0	% by Weight
17	Maximum Pulling Tension	1/c = 1692	lbs.
18	Maximum Side Wall Bearing Pressure	1/c = 500	lbs.
19	Dielectric Losses	0.62	Watts / kft
20	Number and Size of Concentric Neutral Wires	Number	AWG
		11	14
21	Name and physical location of Manufacturing Plant:	Street: 2900 S. Skyway Dr	
		City: Santa Maria	
		State/Zip: CA 93455	

22	Deviations from Specifications: (Attach Additional Information if needed)
none	

**The Okonite Company
Technical Notes and Qualification**

8. – BIDDER'S DATA

A.

1/0 aluminum 15kV users list with minimum 3 years of experience:

User Name	Contact	Address	Phone	Delivery Dates
<i>Jefferson County PUD</i>	Jim Scarborough	310 Four Corners Rd, Port Townsend WA 98368	360-385-5800	10/1/19 6/26/20 11/18/20 2/1/21 3/22/21 9/20/21 11/24/21 7/20/22 2/6/23
<i>Consumers Power</i>	Adrian Smith	6990 W West Hills Rd, Philomath, OR 97370	541-929-8636	7/9/18 11/29/18 4/22/19 10/28/19 1/14/20 5/18/20 6/15/21 12/17/21 3/9/22 5/10/22 12/1/22
<i>EWEB</i>	Tom Ossowski	4200 Roosevelt Blvd Eugene OR 97402	541-685-7421	8/24/18 11/12/18 3/22/19 6/4/19 10/11/19 1/6/20 5/29/20 9/8/20 1/12/21 3/9/21 8/30/21 3/4/22 6/9/22 2/2/23

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1100kcmil aluminum compact users list with minimum 3 years of experience:

User Name	Contact	Address	Phone	Delivery Dates
<i>Snohomish County PUD</i>	Eric Schellberg	1802 75 th ST S.W., Everett, WA 98203	425-783-4313	2/8/16 6/14/16 9/12/17 5/4/18 1/4/19 8/15/19 8/29/20 3/22/21 5/11/22 7/21/22 11/9/22 12/27/22
<i>Consumers Power</i>	Adrian Smith	6990 W West Hills Rd, Philomath, OR 97370	541-929-8636	10/9/15 3/22/16 5/7/19 7/1/20
<i>Douglas County PUD</i>	Adam Jennings	1151 Valley Mall Parkway, East Wenatchee, WA 98802	509-884-7191	7/22/15 8/3/17 2/7/18 6/19/19 6/19/21

4/0 aluminum 15kV users list with minimum 3 years of experience:

User Name	Contact	Address	Phone	Delivery Dates
<i>Jefferson County PUD</i>	Jim Scarborough	310 Four Corners Rd, Port Townsend WA 98368	360-385-5800	7/15/20 10/11/21 11/24/21 3/16/22
<i>Consumers Power</i>	Adrian Smith	6990 W West Hills Rd, Philomath, OR 97370	541-929-8636	11/29/18 9/29/19 1/13/20 5/5/22 12/13/22

Grant County PUD #2 Contract Doc 170-11524

<i>Douglas County PUD</i>	Adam Jennings	1151 Valley Mall Parkway, East Wenatchee, WA 98802	509-884-7191	2/20/19 10/6/20 12/4/20 1/30/21 12/13/21 9/7/22 2/7/23
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B. Quality System

Note: 1987 and 1994 versions of ISO 9000 series of standards included ISO 9002 and ISO 9003. These were sub-sets of ISO 9001. However, with release of ISO 9001:2000, these two sub-sets (i.e., ISO 9002 and ISO 9003) were discontinued. Prior to the release of ISO 9001:2000 versions, companies could get certified to 9001, 9002 or 9003. But now companies can get certified to 9001 only.

Effective December 29th 2016, the entire Okonite Company has achieved 3rd Party Certification to the ISO 9001:2015 Quality Standard. Okonite received its certification from the Performance Review Institute (PRI), an accredited organization under the ANSI-ASQ National Accreditation Board. A copy of our current certification is made available to all our customers at:
<https://www.okonite.com/about/quality-assurance-program>

C. Bidder Cable Data:

1. *Clearly identify all compounds, the supplier name, plant location, and any modifications to the compounds.*

The basic cable core extrusion consists of three layers; the semi-conducting EPR strand screen, the EPR insulation and the semi conducting EPR insulation screen, all make up the Okoguard insulation system. These three layers are proprietary Okonite compounds formulated by Okonite chemists, and the compounds are mixed by Okonite in Okonite's Orangeburg, South Carolina, facility.

The outer polyethylene jacket is a linear low density polyethylene compound purchased from Lyondell-Basell.

2. *Include a history of in-service records and a history of the proposed compounds.*

The Okonite Company has manufactured the Okoguard triple-tandem all-EPR insulation system for over 50 years. Okonite has zero known cable failures due to treeing or other forms of insulation degradation. The Okoguard insulation compound has no inherent weakness that will lead to premature failure.

Grant County PUD #2 Contract Doc 170-11524

Please also see included file titled: "Okoguard EPR—A Superior Insulation"

3. *Include manufacturer's most current written copies of the following:*

- a. AEIC – ICEA Qualification Test Report

See provided QualICEA-AEIC-231, test report No. 231

- b. Procedures covering repair or rework of the layers outside of the cable core.

Okonite can furnish outer jacket repair procedures, using either a hand wrapped tape system or heat shrink style design, per Grant County PUD's preference. Generally, PE jacket defects require re-jacketing.

- c. Procedures, including examples for production run sample section, wafer selection, and wafer dimensional data recording

All sample test frequency, procedures and performance requirements are in accordance with ICEA S-68-516 and AEIC CS8 as a minimum. Real time data acquisitions of Critical QC Tests form the basis of our production QA program.

- d. Procedures for re-sampling, hold tagging and scrapping of portions of the cable run.

All non-conforming materials are handled in accordance with our QA Manual, which is written to comply with stipulations outlined in 10CFR50, B. Controls include the Material Hold Notification (MHN) tagging system for non-conforming materials is handled via the Deposition and Asset Disposal system. This includes periodic root cause analyses and systematic corrective action programs. All such programs are auditable and are uniformly present in all Okonite manufacturing plants.

4. *Cable Qualifications:*

- a. Core Material Qualification Test per AEIC CS8.

See provided QualICEA-AEIC-231, test report No. 231

- b. Thermo mechanical qualification test per AEIC CS8

See provided Thermomechanical Qualification Test Report # 135E-A

D. Provide electrical utility references and certification that cable has experienced a minimum of twenty (20) years of trouble-free service

References: Joe Rempe, Tacoma Power, 253-502-8290; Tom Ossowski, EWEB, 541-685-7421

See included document: "Okoguard EPR—A Superior Insulation"

E. Manufacturer and manufacturing process information.

See section G for Okonite's manufacturing process

F. Completed bid data sheet

The cable data sheets are completed and supplied with the bid

G. Plant Certification:

1. Plant Location

The Okonite Company will assign our West Coast manufacturing facility in Santa Maria, California, as the primary manufacturing facility for this order. The insulation will be compounded in our state-of-the-art Orangeburg, South Carolina, compound facility.

The Okonite Company has multiple plant locations that could be utilized to manufacture this cable. Back-up facilities are located in Richmond, Kentucky and Orangeburg, South Carolina.

2. Description of the extrusion equipment used, including positioning of extruders

The Okonite Company uses a triple tandem extrusion method, which is a proven Okonite development from the early 1970's. Extruders are situated such that each layer (strand screen, insulation, and insulation shield) has its own extrusion head. Laser micrometers measure thicknesses and control extruders.

3-4. Descriptions of the curing process, equipment, and cool down process used.

The continuous vulcanization tube consists of a steam leg (curing section) and a water leg (cooling section). The Okonite heat transfer program is used to determine line speeds of various constructions, with defined curing and cooling legs for an optimum cure state.

5. Description of the compound inspection process used

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The Okonite Company compounds "in house" at our Orangeburg, South Carolina compound facility. The equipment includes in-line metal detectors and screen packs. A fully equipped materials laboratory supports the operations of the Orangeburg compound facility.

This laboratory monitors samples of incoming raw materials and provides continuous inspection of the in-process and finished compounds. Finished Okoguard (EPR) pellets are shipped in specially designed sealed containers called "supersacks" to the extruder. These sealed "supersacks" each hold approximately 3000 pounds of compound.

6. Description of the compound handling system used from the shipping vehicle to the extruder

The pellets are vacuum fed directly from the sacks into the extruders.

Sacks are filled at our own Orangeburg Facility and sealed until delivery to the extruder.

7. Description of the statistical quality control method used

Okonite's QA system is in accordance with Appendix B – 10 CFR 50 of the Federal Register. This QA system is the subject of ongoing quality audits by the nuclear segment of the industry. Section 15 of our QA details Okonite's procedure for handling and identifying non-conforming materials. We utilize a statistical data analysis system, including normal distribution and data comparison. This QA manual is applicable to all three (3) of our medium voltage factories and our high voltage plant.

Factory visits and quality audits are encouraged during production of this cable.

H. List of previous customers supplied from this plant since 2000:

Local users include:

Coos Curry Electric Co-op	Tad Bell	(541) 332-3931
EWEB	Tom Ossowski	(541) 685-7421
Salem Electric	JB Phillips	(503) 362-3601

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Tacoma Power	Joe Rempe	(253) 502-8290
Chelan County PUD	Daniel Scott	(509) 661-4915

I. Warranty: See Okonite 40-year warranty on separate document



THERMOMECHANICAL QUALIFICATION TEST REPORT

No. 135E-A

Construction - 500 - 37x kcmil compressed Class B strand aluminum (filled strand), extruded EPR semiconducting strand screen, 345 mils Okoguard extruded EPR, extruded EPR semiconducting insulation screen, 12 x #14 bare copper concentric wires, 80 mil encapsulating polyethylene jacket. (Triple extruded - standard steam cure - water cooled core.)

A 30 ft. (effective test length) sample of the above cable was subjected to the Thermomechanical Qualification Test. As outlined by Section L.2.3.1, because the diameter of the cable over the jacket was greater than 1.5", a 4" ID corrugated plastic pipe was used for this test. The center portion of the cable was bent around and secured to a 16" radius mandrel.

Once the test sample was installed in the test fixture, initial % dissipation factor and partial discharge was measured. This was followed by the application of 14 - 130C heat cycles. The heat cycles were achieved by current loading 5 days/week, 10 hours/day. With the conductor at a steady state temperature of 130C, the outside surface of the jacket, in the center of the bend, was maintained at approximately 90C as per Table L.2.

(a) % Dissipation Factor. Measured at voltages and test conditions shown below (AEIC maximum allowable dissipation factor is 1.5% @ 90C).

<u>kV</u>	20	30.5	50.5	60.5	69
<u>% Operating Voltage</u>	100	150	250	300	(200 V/mil)

Initially:

Room Temp.	0.348	0.349	0.353	0.355	0.356
130C	2.061	2.161	2.274	2.334	2.361

After 14 - 130C Heat Cycles

Room Temp.	0.282	0.282	0.284	0.286	0.289
130C	1.533	1.655	1.843	1.933	2.003

(b) Partial Discharge. The test sample exhibited less than 0.6 picocoulombs of discharge throughout the test at all test temperatures and up to 69kV (AEIC allows 10pC @ 60.5kV).

(c) Dissection. As outlined in Section L.2.3.5, the cable in the bend was cut into four 1-foot sections and a dimensional analysis done on each. The dimensional analysis consisted of checking the insulation screen and the insulation thickness both under and between each of the 12 #14 concentric shield wires. This is shown below compared to an unaged section of the same cable.

Dimensional Analysis
(walls in mils)

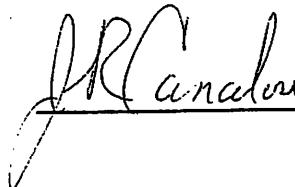
	<u>Between Wires</u>		<u>Under Wires</u>	
	<u>Insulation Screen</u>	<u>Insulation</u>	<u>Insulation Screen</u>	<u>Insulation</u>
	<u>Unaged Sample</u>			
Minimum	47	339	41	337
Maximum	56	358	49	351
Average	51	347	45	344
	<u>Aged Sample #1</u>			
Minimum	47	333	41	328
Maximum	51	357	49	353
Average	50	345	44	342
	<u>Aged Sample #2</u>			
Minimum	47	330	41	325
Maximum	52	356	46	358
Average	50	345	44	342
	<u>Aged Sample #3</u>			
Minimum	47	328	41	322
Maximum	61	366	58	363
Average	51	347	45	342
	<u>Aged Sample #4</u>			
Minimum	43	328	41	324
Maximum	54	358	49	358
Average	50	344	44	340

Summary of Average Walls

	<u>Insulation Screen</u>			<u>Insulation</u>		
	<u>Between Wire</u>	<u>Under Wire</u>	<u>Difference</u>	<u>Between Wire</u>	<u>Under Wire</u>	<u>Difference</u>
Unaged	51	45	6	347	344	3
Aged #1	50	44	6	345	342	3
Aged #2*	50	44	6	345	342	3
Aged #3*	51	45	6	347	345	2
Aged #4	50	44	6	344	340	4

*These samples were 12" apart taken on either side of the center of the bend.

As can be seen by the above table, there was no significant change in the dimensions of the cable after being subjected to the 14 - 120C heat cycles. The average indent in the insulation screen is 6 mils and in the insulation it is 2 to 4 mils. Visual examination of the jacket after the test revealed no cracks or holes.





**THE
OKONITE
COMPANY**

**Cable Evaluation and
Development Laboratory
959 Market Street
Paterson, NJ 07513
(973) 938-6187**

Qualification Test Report No. 231

Cable Core Qualification

(Per AEIC Specification CS8-13 and ICEA Standard S-94-649-2013)

Date of Issue: January 5, 2021

This report demonstrates qualification to the requirements of ICEA S-94-649-2013 and S-97-682-2013, Part 10.1 "Core Qualification Tests" and AEIC CS8-13, Part 15.2 "Core Qualification Tests".

Cable Description

1/0, 19 strand, compressed aluminum conductor (Class B), extruded semiconducting EPR EHV conductor strand screen, 175 mils Okoguard (EPR) insulation, extruded semiconducting EPR insulation screen and 6 x #12 bare-copper neutral wires; 15 kV Type URO cable (triple-extruded, standard steam-cured, water-cooled). All compounds used in this construction for both insulation and semiconducting screens are Okonite proprietary, in house EP formulations utilized in the production of all Okoguard Medium-Voltage cables.

Experimental Order No. 04-X4897 / QC# 414360A

The data reported follows the sequence as outlined in AEIC CS8-13 Core Qualification Flow Chart. The numbers shown in parenthesis refer to the applicable sections of the ICEA standard. All AC electrical stress breakdown values were calculated using the nominal insulation wall since ICEA requires the "minimum AC withstand values" be based on the nominal wall. All test samples had a 21' effective test length.

INITIAL UNAGED TESTS

Electrical Measurements (10.1.7) performed on Sample 1 @25°C

Partial Discharge	Cable PD-free to 35kV (<5pC)
%Dissipation Factor at operating voltage (8.5kV):	0.285
Capacitance, S.I.C:	2.82

Physical Measurements (10.1.8) performed on Sample 1

Conductor Screen Thickness: Average measured thickness 20 mils with minimum of 20 mils.
Insulation Thickness and Eccentricity: Average measured thickness 180 mils with 5 mils of eccentricity.
Insulation Screen Thickness: Average measured thickness of 42 mils with a minimum of 39 mils.
Insulation Screen Bond Strength: Bond strength/adhesion, as measured on a half-inch wide strip, was 10 pounds, meeting specified requirements of between 3 and 24 pounds.
Field Strippability Test: A ½" wide strip is pulled for a minimum 12" without tearing.

-10°C PASS 40°C PASS

AC High Voltage Time Test (10.1.3) performed on Samples 1, 2, and 3

Test consists of applying an initial voltage level of 100 volts/mil avg. stress (17.5kV) for 5 minutes followed by additional 5-minute steps of 40 volts/mil (7kV) until a dielectric breakdown occurred.

Sample #	Breakdown (kV)	Eavg (Volts/mil)	Emax (Volts/mil)	Wall at Failure (mils)
1	157.5	900	1259	175
2	122.5	700	979	183
3	122.5	700	979	185
Average	134	767	1072	
Minimum allowable		500		

Eavg and Emax based on nominal wall.

140°C Hot Impulse Test (10.1.4) performed on Samples 4, 5, and 6

Test consists of initially applying ten impulses (1.2 x 50 microsecond waveform) of each polarity at 110kV (Basic Impulse Level – BIL). Voltage was then increased in -30kV increments, applying 3 impulses at each level until dielectric breakdown occurred.

Sample #	Breakdown (kV)	Eavg (Volts/mil)	Emax (Volts/mil)	Wall at Failure (mils)
10	230	1314	1840	170
11	230	1314	1840	175
12	230	1314	1840	171
Average	230	1314	1840	
Minimum allowable	110			

Eavg and Emax based on wall at failure.

TESTS AFTER 14-DAY LOAD CYCLING (10.1.5)

Load cycling was performed on samples 7 through 12. A 186' sample was installed in a 3-inch plastic conduit and subjected to 14 thermal cycles. A load cycle is defined as 24-hour period during which the current is on for the first 8 hours and off for the remaining 16 hours. The conductor inside the conduit shall be 140°C +0/-5°C. Upon completion of the 14 thermal cycles, the sample was cut into the required number of samples to perform AC High Voltage Time Tests and 140°C Hot Impulse Test.

Electrical Measurements (10.1.7) performed on Sample 7 @25°C

Partial Discharge to 35kV: <5pC
 %Dissipation Factor at operating voltage: 0.222
 Capacitance, S.I.C: 2.79

Physical Measurements (10.1.8) performed on Sample 7

Conductor Screen Thickness: Average measured thickness 20 mils with minimum of 18 mils.

Insulation Thickness and Eccentricity: Average measured thickness 180 mils with 12 mils of eccentricity.

Insulation Screen Thickness: Average measured thickness of 43 mils with a minimum of 40 mils

Insulation Screen Bond Strength: Bond strength/adhesion, as measured on a half-inch wide strip, was 15.5 pounds, meeting specified requirements of between 3 and 24 pounds.

Field Strippability Test: A ½" wide strip is pulled for a minimum 12" without tearing.

-10°C 40°C

AC High Voltage Time Test (10.1.3) performed on Samples 7, 8, and 9

Sample #	Breakdown (kV)	Eavg (Volts/mil)	E _{max} (Volts/mil)	Wall at Failure (mils)
7	122.5	700	980	168
8	143.5	820	1148	184
9	157.5	900	1260	173
Average	141	807	1129	
Minimum allowable		500		

Eavg and E_{max} based on nominal wall.

140°C Hot Impulse Test (10.1.4) performed on Samples 10, 11, and 12

Sample #	Breakdown (kV)	Eavg (Volts/mil)	E _{max} (Volts/mil)	Wall at Failure (mils)
10	200	1143	1600	175
11	230	1314	1840	183
12	290	1657	2320	173
Average	240	1371	1920	
Minimum allowable	110			

Eavg and E_{max} based on nominal wall.

ACCELERATED WATER TREEING TEST (10.1.6)

The test is performed on samples 13 through 21. Three extra samples were installed in order to replace any possible terminal failure and/or for additional long term testing. The test samples were cut 31 feet long to provide a 21 foot effective test length. Each sample was installed in a 3-inch PVC conduit and the samples were then subjected to 14 -140°C thermal cycles as described in 10.1.5. Upon completion of the thermal cycling, water was introduced into the 3-inch conduits and each conductor. Sufficient current was applied in order to achieve the "in-water" insulation shield temperature of 45 ±3°C specified in the ICEA standard. For a 15kV rated cable, the voltage applied (26kV) yields the 150 ±V/mil average stress required in the ICEA standard.

Water pH: Initial pH of water was 7.78.

TESTS AFTER 120 DAYS OF WATER IMMERSION

Electrical Measurements (10.1.7) performed on samples 13-15 at 25°C

	<u>13</u>	<u>14</u>	<u>15</u>
Partial Discharge to 35kV	<5pC	<5pC	<5pC
%DF at operating voltage:	0.271	0.263	0.266
Capacitance, S.I.C:	2.87	2.89	2.87

Physical Measurements (10.1.8) performed on Sample 13

Conductor Screen Thickness: Average measured thickness 20 mils with minimum of 19 mils.

Insulation Thickness and Eccentricity: Average measured thickness 177 mils with 7 mils of eccentricity.

Insulation Screen Thickness: Average measured thickness of 41 mils with a minimum of 33 mils

Insulation Screen Bond Strength: Bond strength/adhesion, as measured on a half-inch wide strip, was 8 pounds, meeting specified requirements of between 3 and 24 pounds.

Field Strippability Test: A ½" wide strip is pulled for a minimum 12" without tearing.

-10°C PASS 40°C PASS

AC High Voltage Time Test (10.1.3) performed on Samples 13, 14, and 15

Sample #	Breakdown (kV)	Eavg (Volts/mil)	E _{max} (Volts/mil)	Wall at Failure (mils)
13	122.5	700	980	170
14	101.5	580	812	175
15	87.5	500	700	174
Average	104	593	831	
Minimum allowable		420		

Eavg and E_{max} based on nominal wall.

Water pH: pH of water at 120 days was 8.88.

TESTING AFTER 180 DAYS OF WATER IMMERSION

Electrical Measurements †(10.1.7) performed on samples 16 - 18 at 25°C

	16	17	18
Partial Discharge to 35kV:	<5pC	n/a	n/a
%DF at operating voltage:	0.232	0.254	0.262
Capacitance, S.I.C:	2.91	2.90	2.93

†Electrical measurements not required

Physical Measurements (10.1.8) performed on Sample 16

Conductor Screen Thickness: Average measured thickness 21 mils with minimum of 20 mils.

Insulation Thickness and Eccentricity: Average measured thickness 176 mils with 6 mils of eccentricity.

Insulation Screen Thickness: Average measured thickness of 43 mils with a minimum of 41 mils

Insulation Screen Bond Strength: Bond strength/adhesion, as measured on a half-inch wide strip, was 10 pounds, meeting specified requirements of between 3 and 24 pounds.

Field Strippability Test: A ½" wide strip is pulled for a minimum 12" without tearing.

-10°C PASS 40°C PASS

AC High Voltage Time Test (10.1.3) performed on Samples 16, 17, and 18

Sample #	Breakdown (kV)	Eavg (Volts/mil)	Emax (Volts/mil)	Wall at Failure (mils)
16	87.5	500	700	174
17	122.5	700	980	177
18	115.5	660	924	179
Average	108.5	620	868	
Minimum allowable		340		

Eavg and Emax based on nominal wall.

Water pH: pH of water at 180 days was 8.6.

TESTING AFTER 360 DAYS OF WATER IMMERSION

Electrical Measurements †(10.1.7) performed on Samples 19 - 21 at 25°C

	19	20	21
Partial Discharge to 35kV:	<5pC	n/a	n/a
%DF at operating voltage:	0.288	0.296	0.295
Capacitance, S.I.C (15kV rated cable):	2.88	2.92	2.92

†Electrical measurements not required

Physical Measurements (10.1.8) performed on Sample 19

Conductor Screen Thickness: Average measured thickness 20 mils with minimum of 17 mils.

Insulation Thickness and Eccentricity: Average measured thickness 177 mils with 8 mils of eccentricity.

Insulation Screen Thickness: Average measured thickness of 43 mils with a minimum of 42 mils

Insulation Screen Bond Strength: Bond strength/adhesion, as measured on a half-inch wide strip, was 8 pounds, meeting specified requirements of between 3 and 24 pounds.

Field Strippability Test: A ½" wide strip is pulled for a minimum 12" without tearing.

-10°C PASS 40°C PASS

AC High Voltage Time Test (10.1.3) performed on Samples 19, 20, and 21

Sample #	Breakdown (kV)	Eavg (Volts/mil)	Emax (Volts/mil)	Wall at Failure (mils)
19	80.5	460	644	182
20	115.5	660	924	184
21	101.5	580	812	170
Average	99.0	567	793	
Minimum allowable		340		

Eavg and Emax based on nominal wall.

Water pH: pH of water at 360 days was 9.55.

TREE COUNT TEST (Per AEIC CS8-13 Section 15.2.1)

Ten cross-sectional wafers are required from each cable sample after completion of the 120, 180, and 360 day test periods. A minimum of 30 wafers are to be examined for each test period (minimum of 10 wafers per test sample). With both surfaces of each wafer examined, a minimum of 18.7in² of surface area is examined for each test period. The wafers were stained, rinsed and examined under high magnification. The results of the examination are shown in the table below.

Aging Period (days)	Required Minimum Volume Examined (in ²)	Actual Volume Examined (in ²)	Total Trees Found
120	18.7	27.4	0
180	18.7	29.8	0
360	18.7	24.8	0

15.2.1.2.1 Vented Trees

The purpose of this tree count is to record the number and size of trees emanating from conductor and insulation shield surfaces.

Aging Period (days)	Total Number of Vented Trees (3 samples)	10-15 mils	16-20 mils	>20mils
120	0			
180	0			
360	0			

15.2.1.2.2 Small Bowtie Trees

Randomly select 10 wafers from each aging period. The purpose of this tree count is to evaluate the propensity for the insulation to develop a large number of small bowtie trees (<10mils).

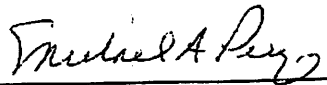
Aging Period (days)	Total Number of Small Trees (3 samples)
120	0
180	0
360	0

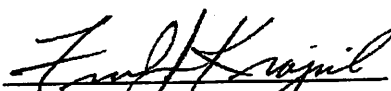
15.2.1.2.3 Large Bowtie Trees

Aging Period (days)	Total Number of Large Trees (3 samples)	Tree Length (mils)			
		11-20	21-30	31-40	>40
120	0				
180	0				
360	0				

CONCLUSION

The construction met all requirements as per the current AEIC/ICEA standard.

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SUBJECT: Okoguard EPR – A Superior Insulation

NOTE NO: 12-05 R1

SECTION: 2

DATE: February 18, 2013

Updates and replaces 12-05

OKOGUARD EPR – A SUPERIOR INSULATION

The cable industry typically uses two methods to demonstrate the life of a cable insulation system. These two methods are actual field experience and accelerated aging tests. A third method, not often used by the cable industry, is to combine actual field aging and, after removal from service, conducting accelerated aging tests.

The preferred method is actual field experience, however, this method requires waiting many years before results can be evaluated. Fortunately, the modern Okoguard insulation system has an actual field experience of over 44 years. The modern pink Okoguard insulation system was introduced in 1968 as a high voltage EPR insulation. Together with an all EPR semiconducting screens, this insulation system demonstrated excellent actual field experience without any identified indigenous failure mechanism, such as electrochemical treeing, a known failure mechanism in PE and XLPE insulations.

As for actual field service, Okonite was able to obtain a section of a 1970 69 kV Okoguard, tape shielded, PVC jacketed cable after a splice failure caused removal of a section between manholes. The cable had been installed in a continuous wet environment along a river from 1970 to 2007, approximately 37 years. The returned cable was tested to its 1970 standard requirements. The cable passed its original ac withstand (98kV ac) and partial discharge tests. Partial discharge was measured to be less than 4 pc at 98 kV and withstood the 98 kV ac, 5 minute withstand test. Recently, it was confirmed that the remainder of the circuit is still in operation with no reported failures, now over 41 years.

Since the late 1960's, Okoguard insulated cables have accrued billions of "year-feet" in actual field service. Okoguard cables have been installed in all types of applications, such as, underground ducts, directly buried, in conduit, in cable tray and aerially on a messenger.

One of the more demanding applications is what is known as submarine cable. Submarine cables are installed in bodies of water, such as lakes, bays and rivers where the cable is in a totally submerged/wet environment. The

Okoguard insulation system has been used in submarine cable installations in voltages ranging from 5 through 46 kV since the 1970's. Early designs, commonly called "wet core" cables had no jackets over the shield which exposed the insulation system directly to the water into which it was submerged. A recent review of our early submarine cable records show approximately 468,000 single conductor feet of Okoguard was produced from 1973 to 1978. These cables have a designed voltage stress between 32 and 102 volts per mil. Since the early 1970's, Okonite has manufactured over 3.7 million single conductor feet of Okoguard insulated cable for submarine applications. To the best of our knowledge, these cables remain in operation.

The actual history of XLPE and TR-XLPE cannot match this pedigree. XLPE insulation is rarely used in wet locations due to electrochemical treeing that results in generic cable failures in the 10 to 15 year time frame. TR-XLPE has been used since the 1980's. Its major US supplier has changed the insulation twice and has just introduced another change. The semiconducting materials have also changed over the years. Accelerated aging results, discussed below, are no match when Okoguard is compared to XLPE & TR-XLPE.

The second method used by the cable industry to demonstrate long life is accelerated aging tests. Here, the industry's position is that by greatly increasing voltages and temperatures, as well as, conditioning samples with water around the insulation system and in the conductor, aging is accelerated. The theory is that combining these accelerating conditions with pre-determined high voltage breakdown requirements, long term life assurance can be achieved.

Okoguard as well as XLPE and TR-XLPE insulations were subjected to these types of accelerated aging tests.

One test protocol called the "Accelerated Water Treeing Test" (AWTT) can be found in ICEA Standards S-94-649 and S-97-682. This is a one year test where unjacketed specimens are immersed in water with water also in the strand. The specimens are current loaded to achieve an insulation shield temperature of 45°C during the 8 hour load cycle period each day. The specimens are continuously energized at 150 volts/mil, approximately three times normal operating voltage. The test lasts one year. Minimum ac breakdown requirement after one year is 340 volts/mil or approximately 6.8 times operating voltage.

Okonite has conducted this test protocol on Okoguard which easily meets the ICEA requirements. After the one year accelerated test, ac breakdowns are typically above 450 volts/mil.

Over the years, others have suggested and implemented accelerated aging tests. One test introduced by a competitor is called the "Accelerated Cable Life Test" (ACLT). In this test, unjacketed specimens are again immersed in water (60-70°C) with water in the strand. Four times operating voltage to ground is applied to the conductor. Conductor temperature is load cycled to 90°C each day. When 50% of the specimens fail, the test is terminated. These tests were conducted by independent laboratories with the following results reported:

	Days to 50% Failure
XLPE	46
TR-XLPE	186
TR-XLPE W/SUPER SMOOTH SEMICON	360
OKOGUARD	1415 (NO FAILURE)*

* Test was terminated after 3.87 years, with no failure in any of the Okoguard specimens.

Another test conducted by an independent laboratory, sponsored by EPRI, examined long term impulse strength. Twelve unjacketed specimens were immersed in water with the conductor current loaded to 75°C (12 hours on/12 hours off) and continuously energized at 3 times operating voltage. The cables were impulse tested every three days. Time to impulse failure was measured. Impulses were 120 kV (1.5 X 50 micro- seconds). Results are tabulated below

	No. of Failures/ Specimens	Failures - Between
XLPE	12/12	250-550 Days
TR-XLPE	6/12	380-640 Days*
OKOGUARD	0/12	640 Days*

* Testing terminated at 640 days when 50% of specimens had failed. Again NO Okoguard failures.

Both the ACLT and Impulse tests demonstrate the superiority of the Okoguard insulation system to both XLPE and TR-XLPE.

A third test regimen to demonstrate long term performance of the Okoguard insulation system is to combine actual, long term field testing with an accelerated industry test. For this program, Okoguard 15 kV 1/0 aluminum underground residential distribution cables were installed at two different utilities in 1983 and operated on 15 kV circuits.

After approximately 23 years in service, 500 feet of cable was removed and returned to Okonite from each utility. Cable was cut into 20 twenty-five foot specimens. Four were used for initial breakdowns and 16 were used for a four year water immersion test. Thirty-two specimens were subjected accelerated testing by submerging them in room temperature water with 14.4 kV conductor to ground applied continuously (to simulate a 25kV circuit voltage).

Each year, for four consecutive years, four samples were removed from the water tanks and dissipation factor was measured. Two specimens were subjected to HVAC breakdown tests and two were subjected to impulse tests. AC breakdown strengths after 23 years in service and four years in water tank testing were still above 300 volts/mil or 6 times normal operating voltage. Impulse strength after four years was a minimum 200 kV, almost twice the BIL level (110 kV) for new 15 kV rated cable (see charts 1 & 2). Note that after three years in the water tank test, the utility increased the system voltage on the cable in service to 25 kV (14.4 kV to ground). These 15 kV rated cables after 26 years of service on a 13.8 kV circuit have accumulated another three+ years of service on a 25 kV circuit.

Although Okoguard insulation has remained the same, mixing and processing developments over the many years has improved its cleanliness and homogeneity. Based on these improvements, today's Okoguard is expected to last even longer than the Okoguard currently in operation for over 40 years.

The Okoguard history speaks for itself. Although the industry constantly wants to provide accelerated tests to demonstrate long term life, nothing beats actual long-term field experience in a variety of applications. Also when accelerated test protocols are used, Okoguard out-performs the XLPE & TR-XPLE alternatives.

EPR insulated cables have historically been utilized in the industry's most demanding applications. Whether military, hospitals, nuclear generating, rail and transit, or power distribution, where a vital or critical circuit is necessary, EPR is the cable insulation of choice. In particular, the engineered success of Okoguard is the standard against which others are compared. It has proven itself as an insulation that withstands the test of time.

J. R. Cancelosi

**Chart 1: Utility #1: 1/0 Al – 175 Okoguard, Concentric Neutral, PE jacket
Year Installed: 1983, Year Removed: 2006**

Four Year Water Immersion Test Results, Breakdown Values (avg. of 2)						
		Initial*	1 Year	2 Years	3 Years	4 Years
HVac	kV	80.5	66.5	63	63	60
	V _{avg} /mil	460	383	355	354	342
Impulse	kV	200	230	245	245	200
	V _{avg} /mil	1130	1295	1395	1364	1150

**Chart 2: Utility #2: 1/0 Al – 175 Okoguard, Concentric Neutral, PE jacket
Year Installed: 1983, Year Removed: 2006**

Four Year Water Immersion Test Results, Breakdown Values (avg. of 2)						
		Initial*	1 Year	2 Years	3 Years	4 Years
HVac	kV	77	66.5	73.5	63	63
	V _{avg} /mil	440	378	420	362	351
Impulse	kV	185	200	215	245	230
	V _{avg} /mil	1047	1159	1215	1408	1328

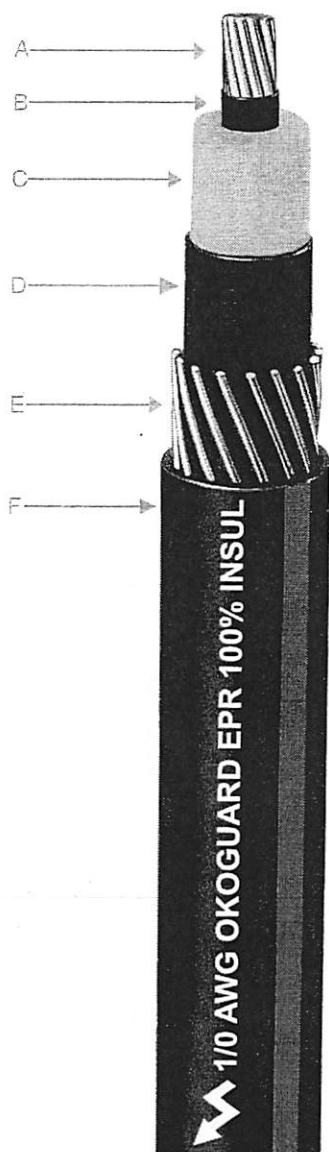
*As received after 23 years of service
 New 15kV cable BIL requirement: 110kV
 The initial, 1, 2, 3 & 4 year samples all found to be corona-free to 35kV (4 x operating voltage) with <5 pC discharge



Okoguard® URO-J

15kV Underground Primary Distribution Cable-Jacketed Red Identification Stripes

Filled Strand Aluminum Conductor/105°C Rating
100% and 133% Insulation Levels



- A Conductor-Stranded Aluminum with Filled Strand
- B Strand Screen - Extruded Semiconducting EPR
- C Insulation-Okoguard EPR
- D Insulation Screen - Extruded Semiconducting EPR
- E Concentric Conductor-Bare Copper Wires
- F Encapsulating Jacket-Okolene with Extruded ID Stripes & NESC lightning bolt

Insulation

Okoguard is Okonite's registered trade name for its exclusive ethylene-propylene rubber (EPR) based, thermosetting compound, whose optimum balance of electrical and physical properties is unequalled in other solid dielectrics. Okoguard insulation, with the distinctive red color and a totally integrated EPR system, provides the optimum balance of electrical and physical properties for long, problem free service.

The triple tandem extrusion of the screens with the insulation provides optimum electrical characteristics.

The compressed conductors are filled with a water swellable agent. This construction slows the migration of water through the strands in the event of a mechanical dig-in followed by external exposure to water.

An insulation screen of ethylene-propylene rubber is extruded over the insulation. The copper concentric wires are uniformly spaced around the insulation screen. The overall polyethylene jacket provides protection against mechanical damage and corrosion.

Product identification is provided through the use of three red stripes placed 120° apart in the black jacket, with an NESC lightning bolt.

Applications

Okoguard URO-J cables provide maximum circuit longevity in underground residential distribution systems. They can be buried directly or installed in underground ducts or conduits.

Specifications

Central Conductor: Aluminum per ASTM B-609, Class B stranded per B-231.

Filled Strand: Water swellable agent meets or exceeds ICEA T-31-610 water penetration resistance and ANSI/NEMA class A connectorability requirements.

Conductor Screen: Extruded semiconducting ethylene-propylene rubber meets or exceeds the requirements of ICEA S-94-649, AEIC CS8, and CSA C68.5.

Insulation: Extruded Okoguard meets or exceeds the requirements of ICEA S-94-649, AEIC CS8, and C68.5.

Insulation Screen: Extruded semiconducting ethylene-propylene rubber meets or exceeds the requirements of ICEA S-94-649, AEIC CS8, and CSA C68.5.

Concentric Conductor: Bare copper wires.
Jacket: Black Okolene with red extruded stripes meets or exceeds the requirements of ICEA S-94-649, AEIC CS8, and CSA C68.5 for polyethylene jackets.

Product Features

- Triple tandem extruded, all EPR system.
 - Okoguard cables meet or exceed ICEA standards.
 - Meets RUS 1728.204 for cables with filled strand or solid conductor and 133% insulation level.
 - 105°C continuous operating temperature.
 - 140°C emergency rating.
 - 250°C short circuit rating.
 - Excellent corona resistance.
 - Low dielectric constant and power factor.
 - Screens are clean stripping.
 - Exceptional resistance to "treeing".
 - Filled strand conductor.
 - Moisture resistant.
 - Overall jacket provides extended life.
 - Excellent resistance to most chemicals.
 - Can be listed by UL as Type MV-90 on Special Orders.
 - CSA C68.5 listed, LTGG (-40°C), SR.
 - Design Options:
 - Additional conductor sizes
 - Copper central conductor
 - Copper flat strap concentric neutral
 - Product identification via colored jackets.
 - Semiconducting jackets.
 - Improved Temperature Rating.
- Okoguard insulation system has been tested and qualified for operation at 105°C continuous and 140°C emergency operating temperature.
- Minimum installation temperature of -40°C.

Okoguard URO-J
15kV Underground Primary Distribution Cable-Jacketed
Red Identification Stripes
 Filled Strand Aluminum Conductor/105°C Rating
 100% Insulation Level

Product Data
Section 2: Sheet 36



Okoguard Insulation: 175 mils 100% Insulation Level

Catalog Number	Conductor size (AWG or kcmil)	Nominal Dia. over Insulation (in.)	Insulation Screen Thickness (mils)	Nominal Dia. over Insulation Screen (in.)	Copper Neutral, No. x AWG (1)	Nominal O.D. (in.)	Approx. Net Weight lbs./1000'	Approx. Ship Weight lbs./1000'	90°C Ampacity Direct Burial (2)	90°C Ampacity Duct (2)	105°C Ampacity Direct Burial (2)	105°C Ampacity Duct (2)
FULL NEUTRAL												
▲ 163-23-2060	2(7X)	0.68	30	0.75	10X14	0.99	517	626	170	125	185	135
163-23-2066	1(19X)	0.72	30	0.79	13X14	1.03	588	698	195	145	210	155
▲ 163-23-2072	1/0(19X)	0.76	30	0.83	16X14	1.07	667	778	220	160	235	175
163-23-2075	2/0(19X)	0.80	30	0.87	14X12	1.14	793	910	250	185	270	205
163-23-2078	3/0(19X)	0.85	30	0.92	16X12	1.19	910	1029	285	210	310	230
163-23-2081	4/0(19X)	0.90	30	0.98	14X10	1.29	1131	1238	320	240	350	260
163-23-2084	250(37X)	0.97	30	1.04	16X10	1.35	1270	1418	350	270	380	295
163-23-2090	350(37X)	1.07	40	1.17	18X.1078	1.50	1603	1793	425	310	460	340
1/3 NEUTRAL												
162-23-2060	2(7X)	0.69	30	0.76	6X14	1.00	475	579	150	120	165	135
162-23-2066	1(19X)	0.72	30	0.79	6X14	1.03	506	617	175	140	185	150
162-23-2072	1/0(19X)	0.76	30	0.83	6X14	1.07	550	662	195	155	215	170
162-23-2075	2/0(19X)	0.80	30	0.87	7X14	1.11	612	726	225	180	240	195
162-23-2078	3/0(19X)	0.85	30	0.92	9X14	1.16	697	889	255	200	275	220
162-23-2081	4/0(19X)	0.90	30	0.98	11X14	1.21	794	922	285	235	310	255
162-23-2084	250(37X)	0.97	30	1.04	13X14	1.28	895	1018	305	250	330	275
162-23-2090	350(37X)	1.07	40	1.17	18X14	1.41	1138	1315	375	310	405	335
162-23-2093	500(37X)	1.20	40	1.30	16X12	1.57	1476	1691	450	370	490	405
162-23-2096	750(61X)	1.39	40	1.49	16X.0966	1.86	2066	2402	545	460	595	505
162-23-2099	1000(61X)	1.54	40	1.68	18X.1052	2.06	2645	3059	620	520	675	570

(1) Individual wire size and count may vary. The resulting combination meets the 1/3 or full neutral, size requirement.

Okonite's web site, www.okonite.com contains the most up to date information.

▲ Authorized stock item. Available from our Customer Service Centers.

Ampacities

(2) Full neutral, single phase ampacities are based on ICEA P-117-734 for 90°C or 105°C conductor temperature, 25°C ambient temperature, 100% load factor, and earth thermal resistivity of RHO 90. One third neutral ampacities are based on triplexed or triangular configuration for the same conditions stated above.

Okoguard URO-J
15kV Underground Primary Distribution Cable-Jacketed
Red Identification Stripes
 Filled Strand Aluminum Conductor/105°C Rating
 133% Insulation Levels

Product Data
Section 2: Sheet 36



Okoguard Insulation: 220 mils 133% Insulation Level

Catalog Number	Conductor size (AWG or kcmil)	Nominal Dia. over Insulation (in.)	Insulation Screen Thickness (mils)	Nominal Dia. over Insulation Screen (in.)	Copper Neutral, No. x AWG (1)	Nominal O.D. (in.)	Approx. Net Weight lbs./1000'	Approx. Ship Weight lbs./1000'	90°C Ampacity Direct Burial (2)	105°C Ampacity Duct (2)	90°C Ampacity Direct Burial (2)	105°C Ampacity Duct (2)
FULL NEUTRAL												
▲ 163-23-3060	2(7X)	0.77	30	0.84	10X14	1.08	591	669	170	125	185	135
163-23-3066	1(19X)	0.81	30	0.88	13X14	1.12	670	766	195	145	210	155
▲ 163-23-3072	1/0(19X)	0.84	30	0.92	16X14	1.15	748	820	220	160	235	175
163-23-3075	2/0(19X)	0.89	30	0.96	14X12	1.23	902	996	250	185	270	205
163-23-3078	3/0(19X)	0.94	30	1.01	16X12	1.28	1004	1125	285	210	310	230
163-23-3081	4/0(19X)	0.98	30	1.06	14X10	1.38	1228	1347	320	240	350	260
163-23-3084	250(37X)	1.06	40	1.16	16X10	1.47	1410	1606	350	270	380	295
163-23-3090	350(37X)	1.16	40	1.26	18X.1078	1.59	1721	1912	425	310	460	340
1/3 NEUTRAL												
162-23-3060	2(7X)	0.77	30	0.84	6X14	1.08	544	627	150	120	165	135
162-23-3066	1(19X)	0.81	30	0.88	6X14	1.12	588	684	175	140	185	150
162-23-3072	1/0(19X)	0.84	30	0.92	6X14	1.15	631	733	195	155	215	170
162-23-3075	2/0(19X)	0.89	30	0.96	7X14	1.20	701	810	225	180	240	195
162-23-3078	3/0(19X)	0.94	30	1.01	9X14	1.25	789	905	255	200	275	220
▲ 162-23-3081	4/0(19X)	0.98	30	1.06	11X14	1.30	887	1005	285	235	310	255
162-23-3084	250(37X)	1.06	40	1.16	13X14	1.40	1029	1164	305	250	330	275
▲ 162-23-3090	350(37X)	1.16	40	1.26	18X14	1.50	1246	1425	375	310	405	335
▲ 162-23-3093	500(37X)	1.29	40	1.39	16X12	1.72	1653	1853	450	370	490	405
▲ 162-23-3096	750(61X)	1.47	40	1.58	16X.0966	1.95	2209	2468	545	460	595	505
▲ 162-23-3099	1000(61X)	1.64	55	1.77	18X.1052	2.16	2807	3093	620	520	675	570

(1) Individual wire size and count may vary. The resulting combination meets the 1/3 or full neutral, size requirement.

Okonite's web site, www.okonite.com contains the most up to date information.

▲ Authorized Stock Item - Available from Customer Service centers.

Ampacities

(2) Full neutral, single phase ampacities are based on ICEA P-117-734 for 90°C or 105°C conductor temperature, 25°C ambient temperature, 100% load factor, and earth thermal resistivity of RHO 90.

One third neutral ampacities are based on triplexed or triangular configuration for the same conditions stated above.



March 8th, 2023

Anixter Inc.

Okonite Reference# 62-30246

Grant PUD #17-11524

W A R R A N T Y

The Okonite Company guarantees that the cable to be furnished to Grant PUD, is of first class material and workmanship throughout and that the cable is free from defects in materials or workmanship for a period of, at least, 40 years when installed, terminated and operated within acceptable industry practices. In the unlikely event the cable is defective in manufacture, as mutually agreed upon by Okonite and Grant PUD, The Okonite Company agrees to replace the length of cable free of charge and extend the same guarantee on the replacement cable.

14944 S.W. Century Drive • Sherwood, OR 97140 • Phone 503-598-0598 • Fax 503-620-7447
www.okonite.com Portland@okonite.com

ADDENDUM NO. 1

CONTRACT DOCUMENTS 170-11524

The following changes are incorporated into requirements for Contract Documents No. 170-11524 by this Addendum:

Replace Section SR-2 DELIVERY in its entirety with the following:

SR-2. DELIVERY

The Contractor shall not commence any work under this Contract until after all of the following: (1) receipt of notification of Contract Award; (2) full execution of the Contract Form; and (3) providing the required Payment and Performance Bond.

Upon full execution of the Contract, the District shall issue purchase orders and the Contractor shall deliver the following within **60 weeks or 420 calendar days** thereafter:

Bid Item No.	Description	Qty (feet)	Delivery Location
1	Stock No. 09300612 1/0 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable	30,000	Moses Lake Warehouse
1	Stock No. 09300612 1/0 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable	30,000	Ephrata Warehouse
2	Stock No. 09300695 1100 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable	15,000	Moses Lake Warehouse
2	Stock No. 09300695 1100 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable	15,000	Ephrata Warehouse
3	Stock No. 09300616 <u>4/0 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable</u>	17,500	Moses Lake Warehouse
3	Stock No. 09300616 <u>4/0 Alum EPR Ug Pri. Conductor 15kV Medium Voltage Power Cable</u>	17,500	Ephrata Warehouse

Delivery of the 15kV underground conductor shall be F.O.B. the District's Moses Lake and Ephrata Warehouses as specified in the table above. This shall mean that the Contractor will pay the cost of transportation to have the 15kV underground conductor delivered "free on board" to the District's Moses Lake Warehouse located at 10216 Kinder Road NE, Moses Lake, Washington 98837 and the

District's Ephrata Warehouse located at 154 A Street SE, Ephrata, Washington 98823. It also shall mean that the title and risk of loss do not pass until the 15kV underground conductor has been inspected and moved from the conveyance.

Replace Section SR-3 DISTRICT'S RIGHT AND OPTION TO PURCHASE AN ADDITIONAL 15kV UNDERGROUND CONDUCTOR in its entirety with the following:

SR-3. DISTRICT'S RIGHT AND OPTION TO PURCHASE AN ADDITIONAL 15kV UNDERGROUND CONDUCTOR

- A. The District, as it deems necessary for its requirements, shall have the unilateral right and option to purchase, and the Contractor shall be required to furnish and deliver, additional 15kV underground conductor of the type listed on the Bid Form. Such purchase shall be subject to the terms and conditions contained in these Contract Documents. The District may exercise its option to make such purchase at any time prior to October 31, 2025 by issuing a written purchase order(s). Each purchase order shall specify the 15kV underground conductor to be purchased (Bid Item Nos. 1, 2 and/or 3), the F.O.B. delivery location (District's Ephrata Warehouse, Moses Lake Warehouse or Royal City Warehouse), and the required delivery date. In no event shall the delivery of the 15kV underground conductor purchased in accordance with this section exceed **60 weeks** from the date the purchase order is sent to the Contractor.

Deliveries of any additional 15kV underground conductor shall be F.O.B. the District's Ephrata, Moses Lake and/or Royal City Warehouses. This shall mean that the Contractor will pay the cost of transportation to have the 15kV underground conductor delivered F.O.B. to the following locations:

Ephrata Warehouse 154 A Street SE Ephrata, WA 98823	Moses Lake Warehouse 10216 Kinder Road Moses Lake, WA 98837	Royal City Warehouse 505 Royal Road Royal City, WA 99357
---	---	--

It also shall mean that the title and risk of loss do not pass until the 15kV underground conductor has been inspected and moved from the conveyance.

- B. With respect to the 15kV underground conductor which the District may elect to purchase pursuant to Section SR-3.A, the pricing shall be adjusted in accordance with the provisions of Section SR-7.
- C. Contractor understands and agrees that the District is only making a commitment to purchase the 15kV underground conductor specified in Section SR-2.A but that the District shall have the unilateral right and option to purchase additional 15kV underground conductor as specified in Section SR-3, but shall have no obligation of any type to make such additional purchase.

Receipt of this Addendum must be acknowledged by the Bidder on the Bid Form.

Public Utility District No. 2
of Grant County, Washington

DATED THIS 7TH DAY OF MARCH, 2023

BY: Emilie DeLong
Procurement Officer

ADDENDUM NO. 2

CONTRACT DOCUMENTS 170-11524

The following changes are incorporated into requirements for Contract Documents No. 170-11524 by this Addendum:

Replace Section Instructions to Bidders – 1. SUBMISSION OF BID in its entirety with the following:

1. SUBMISSION OF BID

Sealed Bids shall be received by Public Utility District No. 2 of Grant County, Washington at the District's contracting offices at 154 A Street SE, Ephrata, Washington no later than 2:00 p.m. on March 15, 2023 for Supplying 15kV Underground Conductor as specified in Contract Documents 170-11524. Bids received after that time shall be rejected as non-responsive. **Bids will be opened on March 16, 2023 at 1:30 p.m. via Microsoft Teams video conference. Note that all District facilities are currently closed to the public until further notice and the video conference will be the only manner by which the public can participate in the Bid opening. To participate in the Bid opening, please join the Teams meeting below:**

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 290 070 040 898

Passcode: 8iZTZb

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 509-703-5291,,55693784# United States, Spokane

Phone Conference ID: 556 937 84#

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

Emilie DeLong, Procurement Officer
Public Utility District No. 2
of Grant County, Washington
154 A Street SE
Ephrata, Washington 98823

Phone: (509) 754-5029

E-mail: Edelong@gcpud.org

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

Contract Documents: 170-11524

Bid for: Supplying 15kV Underground Conductor

Bid due date: March 15, 2023

Bid opening date: March 16, 2023

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

Receipt of this Addendum must be acknowledged by the Bidder on the Bid Form.

Public Utility District No. 2
of Grant County, Washington

DATED THIS 9TH DAY OF MARCH, 2023

BY: Emilie DeLong
Procurement Officer

From: [Kyle Robillard](#)
To: [Emilie DeLong](#)
Subject: FW: Contract 170-11524 Supplying 15kV Underground Conductor - Award Packet Documents
Date: Thursday, April 13, 2023 9:49:55 AM
Attachments: [image001.jpg](#)

This is the one we just spoke about. So you don't have to go digging for it.

Thank you!

From: Ron Alexander <ralexander@gcpud.org>
Sent: Wednesday, April 12, 2023 10:25 PM
To: Kyle Robillard <krobillard@gcpud.org>
Cc: Bob Kakaley <bkakaley@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>
Subject: RE: Contract 170-11524 Supplying 15kV Underground Conductor - Award Packet Documents

All done. Thanks Kyle.

Question: is this normal to initial this? It's the first time I have done that so just asking the question.

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Wednesday, April 12, 2023 4:41 PM
To: Ron Alexander <ralexander@gcpud.org>
Cc: Bob Kakaley <bkakaley@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>
Subject: RE: Contract 170-11524 Supplying 15kV Underground Conductor - Award Packet Documents

Good afternoon Ron,

Looks like both Bob and Jesus have initialed the memo. Tomorrow (4/13) at 11:30am is the deadline for the earliest commission packet deadline.

If you have any comments please let me know. If not, you can type your initials next to your name/title at the top of the document and I will get it submitted to Randi to be included in the commission packet.

The following link ([Commission Memo 170-11524](#)) will take you to the document and it will save back into Contracts365.

Thank you,
Kyle

From: Jesus Lopez <Jlopez@gcpud.org>
Sent: Wednesday, April 12, 2023 12:08 PM
To: Kyle Robillard <krobillard@gcpud.org>; Ron Alexander <ralexander@gcpud.org>
Cc: Bob Kakaley <bkakaley@gcpud.org>
Subject: RE: Contract 170-11524 Supplying 15kV Underground Conductor - Award Packet Documents

Thanks Kyle. No further comments/questions from me. I have initialed the document.

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Wednesday, April 12, 2023 12:05 PM
To: Jesus Lopez <Jlopez@gcpud.org>; Ron Alexander <ralexander@gcpud.org>
Cc: Bob Kakaley <bkakaley@gcpud.org>
Subject: RE: Contract 170-11524 Supplying 15kV Underground Conductor - Award Packet Documents

Thank you Jesus,

I added a comment at the end of the "Discussion" section to clarify that Wesco/Anixter was the only bidder.

If everything looks good, please add your initials next to your name/title at the top of the document to indicate your approval.

The document should save directly back into the Contracts365 website. I will notify procurement once your initials are in the document.

Thanks to you all,
Kyle

From: Jesus Lopez <Jlopez@gcpud.org>
Sent: Wednesday, April 12, 2023 11:55 AM
To: Kyle Robillard <krobillard@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>; Ron Alexander <ralexander@gcpud.org>
Subject: RE: Contract 170-11524 Supplying 15kV Underground Conductor - Award Packet Documents

Thanks Kyle. I have added a couple minor edits and one comment. Please review.

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Monday, April 10, 2023 11:50 AM
To: Bob Kakaley <bkakaley@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Ron Alexander <ralexander@gcpud.org>
Subject: FW: Contract 170-11524 Supplying 15kV Underground Conductor - Award Packet

Documents

Good morning,

The following link ([Commission Memo 170-11524](#)) will take you to the word document of the commission memo recommending the award of contract 170-11524 Supplying 15kV Underground Conductor to Wesco/Anixter. Please review the memo and let me know if you have questions or comments. If not, then type your initials next to your name to show approval. It should save directly back into Contracts365.

Thank you,

Kyle Robillard

Distribution Engineering

OFFICE 509.793.1576

EXT. 2203

Cell 509.750.3727



grantpud.org

From: Emilie DeLong <Edelong@gcpud.org>

Sent: Monday, April 10, 2023 11:32 AM

To: Kyle Robillard <krobillard@gcpud.org>

Subject: Contract 170-11524 Supplying 15kV Underground Conductor - Award Packet Documents

Hi Kyle,

Here's the [link](#) to the award packet documents for Contract 170-11524. Please review and initial next to your name on the Commission Memo. When you are finished, please forward the packet to the remaining signers for their initials. Once everyone has signed, please send it back to me.

Thanks,

Emilie DeLong

Procurement Officer

OFFICE 509.754.5088

EXT. 2469

EMAIL edelong@gcpud.org

For Commission Review – 05/09/2023

Motion was made by _____ and seconded by _____ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 130-11843 with Anixter Inc., in an amount not-to-exceed \$1,152,549.00 and in effect for a three-year term from date of execution.

xxxx

MEMORANDUM

Date

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Chief Operating Officer
Ron Alexander, Managing Director of Power Delivery
Chris Heimbigner, Senior Manager of Construction and Maintenance

FROM: John Kemman, District Representative

SUBJECT: Contract 130-11843 with Anixter Inc.

Purpose: To request Commission approval of contract 130-11843 for the professional services from Anixter Inc, to continue the operation and support of the Advanced Metering Infrastructure (AMI) system. The not to exceed contract price is set at \$1,152,549.00 dollars over a 3-year term.

Discussion: At the end of 2022, the original AMI Software-as-a-Service (SaaS) contract 130-4026A was set to expire. Utilizing the remaining funds to initiate a change order to extend the contract until March 30, 2023 the responsible parties commenced with creating the next contract to carry on for the next 3 years. With a combined effort between IT, construction and maintenance, and procurement, the decision was made that the new contract would mirror the existing one for a 3-year term.

In the coming 3-year term, the AMI system will be evaluated for possible expansion. There are several products offered by the vendor that would allow the District to take advantage of incoming metering data more effectively. These products can help with revenue recovery, system modeling, asset management, device protection, power quality, and GIS accuracy. The SaaS platform allows for minimal effort on the districts part to maintain the software products. Periodic maintenance and upgrades will all be performed through the existing cloud-based system that has been in use since the projects inception. The new contract will maintain the functionality that the district currently has built into the AMI system.

I was selected as the district representative due to my routine use of the system and combined efforts with multiple end users of the product. There are a multitude of users from billing to planning, down to field level troubleshooting with the meter-relay department and the power quality group. I will continue to effectively assist these groups in their use of the system and the associated software modules contained in it.

Justification: The AMI system SaaS Contract cannot be allowed to lapse as it provides the routing for all meter read information to flow into CCS for billing. Essentially, if the system is allowed to lapse, none of the pathways for meter data will be supported by the vendor, no information will be collected from the mesh network, which will lead to billing not functioning.

Additionally, the AMI system is being used to collect information on customer power quality and overall system health and issues. Customer voltages, power factor, and historical meter information are all handled through the AMI software suite and provide an immense benefit to the maintenance of the electric system. Utilizing that data, the district can more effectively serve the customer base by billing

accurately, providing historical reference to their usage for troubleshooting, and real time views into the distribution system in a non-invasive manner.

The existing contract and extension is set to expire March 30, 2023. There is a brief grace period allowed by the vendor to allow for processing of the new contract. The expedient nature of the contract request comes from the reallocation of personnel responsible for creating and executing the new contract. Myself and the rest of the responsible groups have been working very hard to create a contract to eliminate the risk of a lapse in the system. Itron is the only vendor for the AMI system that the district uses so there was no bid process involved.

Financial Considerations: the total cost to the district for the three year period will be \$1,152,549.00. The previous service contract in 2017 was for \$1.3 million. The difference in cost is due to normal growth of the system. On the initial SaaS contract 130-4026A, the new meters were being installed throughout the county under the construction and deployment contract 130-4026. The initial endpoint count was 47,628 at project deployment. Currently, the district is supporting over 54,000 endpoints and there is a tiered cost for the scale of the network. In the future, as the number of meters grows this cost will grow along with that. The cost is reasonable as it is in line with the expected costs based in the current system size.

Recommendation: The Districts management recommends the Commission to approve the contract 130-11843 to Anixter Inc., for the continued Software as a Service support to maintain the AMI system. The contract is set for a not to exceed value of \$1,152,549.00 million.

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

From: [Ron Alexander](#)
To: [Shelli Tompkins](#); [John Kemman](#); [Chris Heimbigner](#)
Cc: [Patrick Bishop](#)
Subject: Re: 130-11843 Itron AMI Software-as-a-Service - Commission Packet
Date: Saturday, April 15, 2023 9:30:03 PM

I approve

Ron

From: Shelli Tompkins <stompkins@gcpud.org>
Sent: Friday, April 14, 2023 12:57:26 PM
To: Ron Alexander <ralexander@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

Good afternoon,

Legal has approved the award of Contract 130-11843, Itron AMI SaaS, to Anixter. Would each of you listed on this email please provide your approval of the attached memo by return email, which will serve as your signature sign-off. After we have this, the Contract will be submitted to the Commission Packet.

Thank you,

Shelli Tompkins

Procurement Officer

OFFICE 509.906.6983

EMAIL stompkins@gcpud.org

HOURS M-TH 8AM-4:30PM, FRI 7:30AM-4PM



grantpud.org

From: [Chris Heimbigner](#)
To: [Ron Alexander](#); [Shelli Tompkins](#); [John Kemman](#)
Cc: [Patrick Bishop](#)
Subject: Re: 130-11843 Itron AMI Software-as-a-Service - Commission Packet
Date: Monday, April 17, 2023 11:54:00 AM

I approve as well.

Chris

Get [Outlook for iOS](#)

From: Ron Alexander <ralexander@gcpud.org>
Sent: Monday, April 17, 2023 1:15:18 PM
To: Shelli Tompkins <stompkins@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: Re: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

Do we have enough time for the contract to get proper approval and funded before they turn off revenue metering communication in the district?

From: Shelli Tompkins <stompkins@gcpud.org>
Sent: Monday, April 17, 2023, 12:57
To: John Kemman <jkemman@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: RE: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

Yes, it is necessary. Thank you.

Shelli Tompkins

Procurement Officer

OFFICE 509.906.6983

EMAIL stompkins@gcpud.org

From: John Kemman <jkemman@gcpud.org>
Sent: Monday, April 17, 2023 10:17 AM
To: Shelli Tompkins <stompkins@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: Re: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

I don't know if you need my approval shelli but I approve.

John Kemman
253-678-6109

From: Shelli Tompkins <stompkins@gcpud.org>
Sent: Monday, April 17, 2023 8:58:30 AM
To: Ron Alexander <ralexander@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: RE: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

Good morning, Ron.

Thank you!

Shelli Tompkins

Procurement Officer

OFFICE 509.906.6983

EMAIL stompkins@gcpud.org

From: Ron Alexander <ralexander@gcpud.org>
Sent: Saturday, April 15, 2023 9:30 PM
To: Shelli Tompkins <stompkins@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: Re: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

I approve

Ron

From: Shelli Tompkins <stompkins@gcpud.org>
Sent: Friday, April 14, 2023 12:57:26 PM
To: Ron Alexander <ralexander@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

Good afternoon,

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Commission Packet.

Thank you,

Shelli Tompkins

Procurement Officer

OFFICE 509.906.6983

EMAIL stompkins@gcpud.org

HOURS M-TH 8AM-4:30PM, FRI 7:30AM-4PM



grantpud.org

From: Shelli Tompkins <stompkins@gcpud.org>

Sent: Monday, April 17, 2023 12:57:42 PM

To: John Kemman <jkemman@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>

Cc: Patrick Bishop <Pbishop@gcpud.org>

Subject: RE: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

Yes, it is necessary. Thank you.

Shelli Tompkins

Procurement Officer

OFFICE 509.906.6983

EMAIL stompkins@gcpud.org

From: John Kemman <jkemman@gcpud.org>

Sent: Monday, April 17, 2023 10:17 AM

To: Shelli Tompkins <stompkins@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>

Cc: Patrick Bishop <Pbishop@gcpud.org>

Subject: Re: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

I don't know if you need my approval shelli but I approve.

John Kemman

253-678-6109

From: Shelli Tompkins <stompkins@gcpud.org>

Sent: Monday, April 17, 2023 8:58:30 AM

To: Ron Alexander <ralexander@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>

Cc: Patrick Bishop <Pbishop@gcpud.org>

Subject: RE: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

Good morning, Ron.

Thank you!

Shelli Tompkins

Procurement Officer

OFFICE 509.906.6983

EMAIL stompkins@gcpud.org

From: Ron Alexander <ralexander@gcpud.org>

Sent: Saturday, April 15, 2023 9:30 PM

To: Shelli Tompkins <stompkins@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>

Cc: Patrick Bishop <Pbishop@gcpud.org>

Subject: Re: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

I approve

Ron

From: Shelli Tompkins <stompkins@gcpud.org>

Sent: Friday, April 14, 2023 12:57:26 PM

To: Ron Alexander <ralexander@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>

Cc: Patrick Bishop <Pbishop@gcpud.org>

Subject: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

Good afternoon,

Legal has approved the award of Contract 130-11843, Itron AMI SaaS, to Anixter. Would each of you listed on this email please provide your approval of the attached memo by return email, which will serve as your signature sign-off. After we have this, the Contract will be submitted to the Commission Packet.

Thank you,

Shelli Tompkins

Procurement Officer

OFFICE 509.906.6983

EMAIL stompkins@gcpud.org

HOURS M-TH 8AM-4:30PM, FRI 7:30AM-4PM



grantpud.org

From: [John Kemman](#)
To: [Shelli Tompkins](#); [Ron Alexander](#); [Chris Heimbigner](#)
Cc: [Patrick Bishop](#)
Subject: Re: 130-11843 Itron AMI Software-as-a-Service - Commission Packet
Date: Monday, April 17, 2023 10:16:40 AM

I don't know if you need my approval shelli but I approve.

John Kemman
253-678-6109

From: Shelli Tompkins <stompkins@gcpud.org>
Sent: Monday, April 17, 2023 8:58:30 AM
To: Ron Alexander <ralexander@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: RE: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

Good morning, Ron.

Thank you!

Shelli Tompkins

Procurement Officer

OFFICE 509.906.6983

EMAIL stompkins@gcpud.org

From: Ron Alexander <ralexander@gcpud.org>
Sent: Saturday, April 15, 2023 9:30 PM
To: Shelli Tompkins <stompkins@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: Re: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

I approve

Ron

From: Shelli Tompkins <stompkins@gcpud.org>
Sent: Friday, April 14, 2023 12:57:26 PM
To: Ron Alexander <ralexander@gcpud.org>; John Kemman <jkemman@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>
Cc: Patrick Bishop <Pbishop@gcpud.org>
Subject: 130-11843 Itron AMI Software-as-a-Service - Commission Packet

Good afternoon,

Legal has approved the award of Contract 130-11843, Itron AMI SaaS, to Anixter. Would each of you listed on this email please provide your approval of the attached memo by return email, which will serve as your signature sign-off. After we have this, the Contract will be submitted to the Commission Packet.

Thank you,

Shelli Tompkins

Procurement Officer

OFFICE 509.906.6983

EMAIL stompkins@gcpud.org

HOURS M-TH 8AM-4:30PM, FRI 7:30AM-4PM



grantpud.org

AGREEMENT FOR PROFESSIONAL SERVICES

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

R e c i t a l s :

The District desires to obtain ongoing support services as a solution to the operation of the current Itron Advanced Metering Infrastructure (AMI) SmartGrid System. This solution is to continue utilizing the Software-as-a-Service (SaaS) and hosted by Itron, a subcontractor of Contractor.; and

The District's Managing Director of Power Delivery believes it is in the District's best interest to continue this service, which is of the utmost importance to maintain the District's AMI network functionality. This software suite allows for AMI meter billing and integration with current District systems. Without these services, the district will lose the ability to automatically bill the entire metering system. All functionality for locating, integrating and testing meters will also be lost without the service; and

The undersigned Contractor is willing to perform professional services on the terms and conditions specified herein.

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

1. Scope of Services

- A. The Agreement describes the Ongoing Services that Contractor, itself and through its subcontractor, Itron. (“**Itron**”) will provide to the District for the ongoing deployment and support of Itron AMI SmartGrid System. Ongoing services set forth in attached Appendix “B” – “AMI SaaS Statement of Work” and Appendix “A” – “Pricing, Fees, and Notes – Rate Schedule”. This will include all activities planned to support and maintain the AMI head end infrastructure and software hosted by Itron. Itron is a subcontractor of Contractor and shall cause Itron to perform all tasks and responsibilities identified in Exhibit “B”. This includes, but is not limited to, one production environment for 60,000 meters, and one testing environment and associated modules required for these environments.
- B. In the event that the District requires the Contractor to perform specific services in addition to the above detailed Scope of Services, the District will authorize the Contractor to perform such work by means of a Task Authorization for Professional Services (Appendix “D”) to be signed by both the District and the Contractor. Such authorization may be issued by the District Representative, and will define the scope of the task, any time requirements, and budget limitations.

The District reserves the right to suspend or terminate any authorized task at any time or to extend the Contract beyond the initial term by issuance of a Change Order in accordance with Section 5 to complete any work already initiated and/or authorized under the original term and scope of the Contract. In the event of any suspension or termination under this Section or otherwise, the District shall pay all reasonable costs that Contractor incurs as a result of the suspension or termination.

2. Independent Contractor

- A. The Contractor shall operate as, and have the status of, an independent Contractor and will not be an agent or employee of the District nor will it be entitled to any employee benefits provided by the District. All the Contractor's activities will be conducted at its own risk and be in compliance with all federal, state and local laws.
- B. The Contractor shall perform its services with the level of skill, care and diligence normally provided by and expected of professional persons performing services similar to or like those to be performed hereunder. Contractor understands that the District will be relying upon the accuracy, competency, credibility and completeness of the services provided by the Contractor hereunder and that the District and its customers will be utilizing the results of such services.

3. Term - Schedule

This Agreement shall remain in full force and in effect for three years from the date of execution or until terminated pursuant to Section 17.

4. Compensation and Payment

- A. Compensation for services rendered and all reimbursable costs shall be per the rates set forth in Appendix "A", Rate Schedule, after the effective date of this Agreement. Any changes to rates and costs shall be in accordance with Appendix "A". Contractor shall notify the District in writing at least 30 days prior to any such rate increase going into effect. A payment is considered made on the day it is mailed or is sent through electronic or wire transfer.

In no event however, shall the total amount paid to Contractor for services and all reimbursable costs exceed the sum of \$1,152,549.00 USD unless a Change Order authorizing the same is issued in accordance with Section 5 below.

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

Public Utility District No. 2
of Grant County, Washington
Attn: Accounts Payable³
PO Box 878
Ephrata, WA 98823
Or AccountsPayable@gcpud.org

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

5. Change Orders

Except as provided herein, no official, employee, agent or representative of the District is authorized to approve any change in this Contract and it shall be the responsibility of the Contractor before proceeding with any change, to satisfy itself that the execution of the written Change Order has been properly authorized on behalf of the District. The District's management has limited authority to approve Change Orders. The current level and limitations of such authority are set forth in District Resolution No. 8609 which may be amended from time to time. Otherwise, only the District's Board of Commissioners may approve changes to this Contract.

Charges or credits for the work covered by the approved changes shall be determined by written agreement of the parties and shall be made on Change Order form as reflected on Appendix "C".

When a change is ordered by the District, as provided herein, a Change Order shall be executed by the District and the Contractor before any Change Order work is performed. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including details on proposed cost. The District shall not be liable for any payment to Contractor, or claims arising there from, for Change Order work which is not first authorized in writing. All terms and conditions contained in the Contract Documents shall be applicable to Change Order work. Change Orders shall be issued on the form attached as Appendix "C" and shall specify any change in time required for completion of the work caused by the Change Order and, to the extent applicable, the amount of any increase or decrease in the Contract Price.

6. Taxes.

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

7. Hold Harmless and Indemnification

Contractor shall, at its sole expense, indemnify, defend, save, and hold harmless the District, its officers, agents, and employees from all actual or potential claims or losses, including costs and legal fees at trial and on appeal, and damages arising from claims for damages to property or

persons, suffered by any third-party, to the extent caused by any negligent act of or omission of the Contractor or its subcontractors, excluding damages caused by the negligence of the District, in the administration or performance of this Agreement or any subcontracts, and for which either of the parties, their officers, agents, or employees may or shall be liable. This indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors. Contractor waives its immunity under industrial insurance, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to a person or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the Contractor. In the event of damages to a person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence.

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

8. Insurance

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

Contractor Required Insurance

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

- a. Premises and Operations;
- b. Products and Completed Operations;
- c. Contractual Liability;
- d. Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract);

with the following **minimum limits:**

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

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

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

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

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

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

4. **Excess Insurance:** Excess (or Umbrella) Liability insurance with a **minimum limit of \$10,000,000 per occurrence and in the aggregate.** This insurance shall provide coverage in excess of the underlying primary liability limits, terms, and conditions for each category of liability insurance in the foregoing subsections 1, 2 (Employer's Liability only) and 3. If this insurance is written on a claims-made policy form, then the policy shall be endorsed to include an automatic extended reporting period of at least five years or the statute of repose.

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

5. **Professional Liability:** Contractor shall provide professional liability insurance with a **minimum limit of \$1,000,000 per claim.**

If such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement. Claims made from coverage shall be maintained by the Contractor for a minimum of five years

following the termination of this Agreement, and the Contractor shall annually provide the District with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an Extended Reporting Period Tail or execute another form of guarantee acceptable to the District to assure financial responsibility for liability for services performed.

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

6. **Professional Liability/Network Security Insurance:** Contractor shall obtain professional errors and omissions liability insurance in an amount of **not less than \$10,000,000 per claim and in the aggregate**. Coverage shall respond to wrongful acts in the rendering of, or failure to render, professional services under this Agreement, electronic data losses or damage or breaches of electronic data security including disclosures of private or Protected Information of the District or any employee, participant or beneficiary of the Services provided by Contractor pursuant to this contract. In the event of a claim and upon the District's request, Contractor shall provide a copy of its Professional Liability/Network Security Insurance policy. The Professional Liability Insurance retroactive coverage date shall be no later than the effective date of this agreement. Contractor shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within two years after termination of the Agreement will be deemed to have been made during the policy period.

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

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

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

The District shall have the right but not the obligation of prohibiting the Contractor or subcontractor from entering the project site until such certificates or other evidence of

insurance has been provided in full compliance with these requirements. If the Contractor fails to maintain insurance as set forth above, the District may purchase such insurance at the Contractor's expense. The Contractor's failure to maintain the required insurance may result in termination of this Contract at the District's option.

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

9. Assignment

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

10. Records - Audit

- A. The results of all work and services performed by the Contractor hereunder shall become the property of the District upon completion of the work herein performed and shall be delivered to the District prior to final payment.
- B. Until the expiration of three years after final acceptance by District of all the work, Contractor shall keep and maintain complete and accurate records of its costs and expenses related to the work or this Contract in accordance with sound and generally accepted accounting principles applied on a consistent basis. To the extent this Contract provided for compensation on a cost-reimbursable basis or whenever such records may, in the opinion of the District, be useful in determining any amounts payable to Contractor or District (e.g., the nature of a refund, credit or otherwise), Contractor shall provide District access to all such records for examination, copying and audit. Such audits shall be subject to a mutually agreed upon methodology and scope, limited to the prior twelve (12) months' records, conducted no more frequently than once every twelve (12) months, and conducted by a third-party certified public accountant who does not accept commissions or contingency fees.

11. Nondisclosure

Contractor agrees that it will not divulge to third parties, without the written consent of the District, any information obtained from or through District in connection with the performance of this Contract. Contractor further agrees that it will not, without the prior written consent of District, disclose to any third party any information developed or obtained by the Contractor in the performance of this Contract and, if requested by District, to require its employees and

subcontractors, if any, to execute a nondisclosure agreement prior to performing any services under this Contract. Nothing in this section shall apply to:

- A. Information which is already in the Contractor's possession not subject to any existing confidentiality provisions,
- B. Information which, at the time of disclosure, is in the public domain by having been printed and published and available to the public libraries or other public places where such data is usually collected, and
- C. Information required to be disclosed by court order or by an agency with appropriate jurisdiction.

12. Public Records Act

The District is subject to the disclosure obligations of the Washington Public Records Act of RCW 42.56. The Contractor expressly acknowledges and agrees that any information Contractor submits may be subject to public disclosure pursuant to the Public Records Act or other applicable law and the District, after informing Contractor and Contractor having adequate time, not less than 10 business days, to object, may disclose Contractor's proposal and/or information if required by its obligations under applicable law.

13. Applicable Law

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

14. Subcontracts/Purchases

- A. The Contractor is authorized to enter into subcontracts and is not authorized to make purchases of materials and equipment required for the work. Any material purchases shall be approved in advance by the District Representative and Procurement Officer.
- B. Whenever the cost for any single item of material is estimated to exceed \$5,000.00, the Contractor shall obtain three quotes and submit to the Procurement Officer for approval. These quotes shall be submitted for approval prior to purchasing the material. Approved material shall be invoiced at cost. A copy of the invoice showing actual cost must be submitted with the Contractor's invoice to the District. In addition, if prevailing wages apply to the material purchase, a copy of the associated Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be attached. In no event shall a material purchase of like items exceed \$15,000.00.

15. Notices

Before entering into any subcontracts and throughout the duration of the Contract, the District Representative and Procurement Officer may request copies of the subcontractor agreements from the Contractor, excluding pricing. Any notice or other communication under this Contract given by either party shall be sent via email to the email address listed below, or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below and shall be deemed served when received and not mailed. Either party may from time to time change such address by giving the other party notice of such change.

District
John Kemman
Public Utility District No. 2
of Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, WA 98823
JKemman@gcpud.org

Contractor
Legal Department
WESCO Distribution, Inc.
225 W. Station Square Drive, Suite 700
Pittsburgh, PA 15219
(208) 957-3499
Daniel.Schultz@wesco.com
with a copy to: CLC@wescodist.com
(253) 678-6109

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

16. Ownership of Work Product/Copyright

- A. All rights in the various work produced for or under this Agreement, including but not limited to study plans, results, drafts, charts, graphs, videos, summaries and any other forms of presentation, collectively referred to as "Work Product" shall belong to and be the exclusive property of the District. Contractor shall not use the Work Product outside the scope of this Contract without express written permission from the District.
- B. Contractor acknowledges and agrees that all services/work are specifically ordered under an agreement with Public Utility District No. 2 of Grant County, Washington, and shall be considered "work made for hire" and "Work Product" for purposes of copyright. All copyright interest in Work Product shall belong to and be the exclusive property of the District.
- C. Upon final acceptance or termination of this Agreement, Contractor shall immediately turn over to the District all Work Product. This does not prevent the Contractor from making a file copy for their records.

17. Termination

- A. District may, at any time, for any reason, terminate Contractor's services in connection with this Agreement, or any part thereof, by designating that portion of the services to be terminated. In case of termination pursuant to this Section A, District will make payment at the rates specified in this Agreement for services properly performed up to the date of

termination. However, in no event shall Contractor be entitled to any other payment to or any anticipated fee or profit on unperformed work.

- B. In the event of Contractor's breach or abandonment of this Contract, the District may thereupon and with thirty (30) days' written notice and an opportunity to cure, terminate this Agreement.

18. Non-Waiver

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

19. Physical Security

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

- A. Keep all external gates and doors locked at all times and interior doors as directed.
- B. Visibly display ID badges on their person at all times.
- C. Stay out of unauthorized areas or in authorized areas outside of authorized work hours, without express authorization from the District.
- D. Provide proper notification to the appropriate parties, and sign in and out upon entry and exit to secured locations. If unsure of who to notify, Contractor shall contact the District Representative.
- E. Immediately notify the District if any of Contractor's employees no longer need access or have left the Contractor's employment.
- F. Immediately report any lost or missing access device to the District Representative. A minimum charge will be assessed the Contractor in the amount of \$50.00 per badge and the fee for lost or non-returned keys may include the cost to re-key the plant facilities. The Contractor is strictly prohibited from making copies of keys.
- G. Not permit 'tailgating' through any controlled access point (i.e. person(s), authorized or unauthorized, following an authorized person through an entry point without individual use of their issued ID badge or key).
- H. Return all District property, including but not limited to keys and badges, to the District Representative when an individual's access to the facility is no longer needed.

20. Security, Safety Awareness Training, Dam Safety Awareness Training, and Transmission and Distribution Access Training

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

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

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

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

If applicable, Transmission and Distribution Access Training is required for Contractors, or their Subcontractors, who may hold a clearance or hotline hold order as part of performance of work under this Contract. The training is available online only and is a 20-30 minute training. Contractor shall ensure that its employees, Subcontractors and Subcontractor's employees have completed, passed and printed the certificate of completion for the training in a timely manner to avoid any delay in execution of the work. All such certificates shall be submitted to the District Representative before any security access badges will be issued.

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

21. 2008 Early Retirement Factors Acknowledgement

By executing this Contract, Contractor acknowledges that they are in compliance with RCW 41.50.139 regarding the 2008 early retirement factors per WAC 415-02-325. Contractors found to be in non-compliance shall be responsible for all penalties incurred.

22. Qualification of Contractor's Access and Personnel Change Approval

The District reserves the right to deny any Contractor or employee thereof access to District facilities or Protected Information at the District's sole discretion. The District will be the sole

judge of such effect. All Contractors and employees thereof shall be subject to the nondisclosure provisions of this Contract.

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

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

23. Contractor Safety Requirements

The following applies if Contractor, or any of its sub-consultants, subcontractors, or suppliers of any tier, performs any activities on premises owned, leased, possessed, or controlled by the District. The Contractor Safety Requirements shall be required when applicable as determined by the District Representative based upon the scope of work. To the extent applicable, the Contractor shall ensure that all workers, sub-consultants, subcontractors, and suppliers comply with these requirements. In fulfilling these requirements, the Contractor shall also comply with material and equipment manufacturer instructions, and safety and health requirements in accordance with WAC 296-126-094 and this Agreement where applicable. If there are conflicts between any of the requirements referenced in the Contract Documents, the more stringent requirement shall prevail.

A. General

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

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

1. The Contractor shall not be entitled to any adjustment of the Contract price or schedule when the District stops a work activity due to safety and health concerns that occurred under the Contractor's, Subcontractor's, or supplier's control.
 2. The District's conduct does not alter or waive the Contractor's safety and health obligations.
- C. The Contractor shall maintain an accurate record of, and shall immediately report to the District Representative all cases of near miss or recordable injury as defined by OSHA, damage to District or public property, or occupational diseases arising from, or incident to, performance of work under this Contract.
1. The record and report shall include where the incident occurred, the date of the incident, a brief description of what occurred, and a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, and the status of these items. A written report shall be delivered to the District Representative within five business days of any such incident or occurrence.
 2. In the event of a serious incident, injury or fatality the immediate group shall stop work. The Contractor/subcontractor shall secure the scene from change until released by the authority having jurisdiction. The Contractor shall collect statements of the crew/witnesses as soon as practical. The District reserves the right to perform an incident investigation in parallel with the Contractor. The Contractor, subcontractor, and their workers shall fully cooperate with the District in this investigation.
 3. All cases of death, serious incidents, injuries or other incidents, as determined by the District Representative, shall be investigated by the Contractor to identify all causes and to recommend hazard control measures. A written report of the investigation shall be delivered to the District Representative within 30 calendar days of any such incident or occurrence.
 4. For situations that meet the reporting requirements of WAC 296-800, the Contractor shall self-report and notify the District Representative. The District Representative shall notify the District's Safety personnel.
- D. The Contractor/subcontractor shall conduct and document job briefings each morning with safety as an integral part of the briefing. The Contractor/Subcontractor shall provide an equivalent job briefing to personnel and/or visitors entering the job site after the original job briefing has been completed for work within their scope. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for three years after completion of all work.
- E. Job Site Reviews Performed by the District: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to participate in District job briefs and/or District job site reviews that pertain to other work being performed that may impact the Contractor's work.
- F. Job Site Reviews Performed by Contractor: Each Contractor and Subcontractor shall perform and document weekly safety reviews of their work area(s) by a competent person as defined by WAC 296-62-020. Immediately upon request, the Contractor shall provide a copy of the documented job site review to the District Representative. Contractor and

Subcontractor supervisors/foremen shall take immediate action to correct violations, unsafe practices, and unsafe conditions. The Contractor and Subcontractor shall be solely responsible to review and monitor the work area or location of all their employees during the performance of work.

- G. Site Specific Safety Plan (SSSP): The Contractor shall prepare, implement, and enforce a SSSP for all work included in this Contract. The SSSP shall be delivered to and accepted by the District Representative prior to the start of any on-site work.
1. The SSSP shall, at a minimum, identify and provide mitigation measures for any recognized hazards or conditions. Site and adjacent conditions shall be considered. All significant hazards, including unusual or unique hazards or conditions specific to the Contract work shall be identified and mitigated. The Contractor shall provide a clear delegation of authority for the work site(s). The Contractor shall identify, locate, and provide direction to the nearest emergency medical facilities. This shall include telephone numbers for emergency services in the area.
 2. The Contractor shall make available to all workers at the site(s) the SSSP and ensure that all workers are familiar with the content and requirements of the SSSP. Any subcontractors shall adhere to the Contractor's SSSP.
 3. Any emergent hazards not identified in the SSSP shall require a Job Hazard Analysis prior to starting work on the associated job.

In lieu of the SSSP, the District Representative may, at their discretion, accept an Accident Prevention Program implemented and maintained in accordance with Washington state law (WAC 296-155-110).

- H. District Rescue Team and Relation to Contractor Emergencies and Back Shift Operations When District Rescue Team is Not Present: Contractors shall be required to submit an Emergency Plan that covers first response and rescues. This is required to be submitted for approval by the District Representative prior to work starting. Contractors are encouraged to familiarize themselves with District First Responder and Rescue Team capabilities. District Response Teams may not be available during all work hours and typically are not available on off-shifts, weekends, and District holidays. Contractors choosing not to provide their own response personnel must include a process that does not rely on the District in the event District Response Teams are not available.

24. Limitation of Liability

To the fullest extent permitted by law, in no event shall contractor be liable for any lost profits, lost business, lost revenue, delay damages, or any other special, incidental, liquidated, indirect, punitive, or consequential damages, however arising, even if the parties have knowledge of the possibility of such damages and whether or not such damages are foreseeable. Furthermore, to the fullest extent permitted by law, except for claims covered by contractor's insurance, contractor's liability on any claim arising out of or connected with this agreement or the manufacture, sale, delivery or use of the products, software, or services, whether in tort (including negligence and strict liability), misrepresentation, breach of contract, or otherwise, shall not exceed the amount actually paid for the products, software, and/or services giving rise to the claim. For claims covered by contractor's insurance, contractor's liability shall not exceed the amount of contractor's insurance coverage.

IN WITNESS WHEREOF, the Contractor and the District have executed this Agreement each by its proper respective officers and officials thereunto duly authorized the day and year first above written.

Public Utility District No. 2
of Grant County, Washington

Anixter Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX “A” – PRICING, FEES, & NOTES
RATE SCHEDULE**

DIRECT EXPENSES:

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

1. Software-as-a-Service (SaaS)

Software-as-a-Service (SaaS) Fees			
Item	Term (Months)	Price / Month	Total
<i>PRODUCTION Environment Reoccurring Fees</i>			
UtilityIQ SaaS Monthly Fee - Prod	12	\$17,369.00	\$208,428.00
ODS Managed Service Subscription Fee PROD	12	\$6,824.00	\$81,888.00
Communication Tester Annual SW Maintenance & Support 290-030001	1	\$963.00	\$963.00
<i>TEST Environment Reoccurring Fees</i>			
UtilityIQ SaaS Monthly Fee TEST #1	12	\$5,945.00	\$71,340.00
ODS Managed Service Subscription Fee TEST #1	12	\$1,797.00	\$21,564.00

Notes and Assumptions

- SaaS Monthly Fee includes hardware, software, and hosting for one 1 Production Environment supporting up to 60,000 Endpoints, 1 Test Environment supporting up to 1,000 Endpoints.
- Taxes, duties, and tariffs are not included.
- Pricing subject to the Detectent Software License Agreement, effective as of 2/16/2011. Prices are in USD.
- SaaS Extensions are subject to the following escalations:
 - 3 Years: 5%/year in years 2 & 3
 - 5 Years: 3%/year in years 2, 3, 4, & 5
 - 7 Years: 1.5%/year in years, 2, 3, 4, 5, 6, & 7
- Pricing assumes 45 days of storage for data included in AMM.

REIMBURSABLE EXPENSES:

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

Meals and Incidental Expenses: Meals and incidental expenses will be limited to the Federal Per Diem rate for meals and incidentals established for the location where lodging is obtained. The current rate for all Grant County locations is \$59.00 per day. Federal Per Diem guidelines which includes the meal breakdown and Federal Per Diem rates for other locations can be found at www.gsa.gov.

Lodging: Lodging will be billed at cost, including applicable taxes, not to exceed 200% of the Federal Per Diem maximum lodging rate for the location where the work is being performed. The current federal maximum lodging rate for all Grant County locations is \$98.00. The District Representative may increase this limit in writing when circumstances require.

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

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

Reimbursable expenses must be accompanied by receipts for airfare, hotel, and rental car, and any other support documentation as the District may require.

APPENDIX “B”
AMI SaaS STATEMENT OF WORK

Please see Appendix B – AMI SaaS Statement of Work as a separate document.

APPENDIX "C"
CHANGE ORDER
NO. __

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

- A. Description of Change:

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

- C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall remain unchanged (be increased/decreased by the sum of \$_____ plus applicable sales tax). This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$_____, including changes incorporated by this Change Order. *Insert the Maximum verbiage when dealing with any contract with a Not to Exceed dollar amount in the Contract Documents.*

- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

Anixter Inc.

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____

APPENDIX "D"
TASK AUTHORIZATION FOR
PROFESSIONAL SERVICES

Contract No.:	130-11843	Task Authorization No.:		Amendment No.:	
Project Name:					

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

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

Sample Only

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

Public Utility District No. 2
of Grant County, Washington

Anixter Inc.

Approved for District

Accepted by Contractor

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: District Representative

Title: _____

Date: _____

Date: _____

	ADVANCED METERING INFRASTRUCTURE AGREEMENT
	APPENDIX "B" AMI SAAS STATEMENT OF WORK

This Statement of Work ("**SOW**") is entered into as of the effective date of this Agreement ("**SOW Effective Date**") between ANIXTER Inc ("**ANIXTER**") and **Public Utility District No. 2 of Grant County, Washington** ("**Customer**"), and describes the Services that ANIXTER, itself and through its subcontractor, Itron. ("**Itron**") will provide to Customer for the ongoing deployment of Itron GEN5 ' AMI System. This SOW is subject to the terms of the Master Agreement between the Parties ("**Agreement**"). Unless otherwise defined in this SOW, the capitalized terms will have the same meaning as in the Agreement.

Those portions of this SOW applicable to ongoing services shall be included under the Ongoing Services Agreement.

Summary

Itron and ANIXTER wish to work together to continue providing a SmartGrid system with electric endpoints to Customer. This SOW includes all of the activities planned to maintain the AMI head end infrastructure and software (hosted by Itron).

Itron will manage and operate the AMI System which will be hosted by Itron. Itron is a subcontractor of ANIXTER, and ANIXTER shall cause Itron to perform all tasks and responsibilities identified herein as Itron’s responsibilities.

Definitions

"AMI" or **"Advanced Metering Infrastructure"** means hardware and software that, along with communications services, enable automated meter reading and other capabilities.

"AMI Project" means Customer’s full deployment AMI project as described in this SOW. The AMI Project comprises all Parties’ responsibilities under this SOW and identifies all deliverables they are to provide. "AMI Project" does not include materials, equipment, software or services provided by third parties not under the Parties’ direction or control.

"AMI System" means the AMI products and technologies that Anixter and Itron will provide, including: (1) the Back Office, (2) WAN connections to/from Access Points, and (3) the NAN, exclusive of eBridges.

"AMI Traffic" means (a) communications between and among the UIQ System and Access Points, Relays and Endpoints associated with routine network management and diagnostic functions; and (b) data and communications flowing between the UIQ System and Endpoints through Itron RF mesh network, provided that the same are related to meter reading, meter configuration, meter maintenance, meter status, and remote disconnect switch operation or status.

"Anchor Read" means the "register value" stored once daily in a register in the Communication Module as installed in the Integrated Meter (usually at midnight).

"Backhaul" means the WAN between the Access Points and the Itron data center (e.g., cellular 3G networks, broadband over power line (BPL), Wi-Fi, fibermux over Ethernet, etc.).

"Back Office" means and includes the UIQ System.

"Change Management Process" means the process outlined in Attachment 7 that Itron uses to obtain approvals in order to apply Updates to the AMI System. Itron reserves the right to modify this process as needed.

"Communication Tester" means Itron’s software tool for testing and analyzing the RF network.

"Firmware Support Services" means the maintenance and support services for Firmware, as described in this SOW that Itron provides upon payment of applicable Fees.

“Fronthaul” means the connection between Customer’s data center or corporate network and the Back Office, which enables (1) Customer’s staff to access the UIQ System’s user interface and (2) communications between Customer’s backend systems (e.g. MDMS) and the UIQ System. Fronthaul connectivity can be established via VPN, dedicated telecommunications circuit, MPLS circuit or other mutually agreed transport.

“Incident” means an event that is not a standard operation and causes or may cause a disruption to or reduction in the quality of a Service, system or Customer productivity.

“Incident Management Process” means the process outlined in Attachment 6 that Itron uses to respond to Incidents as they are reported by Customer. Itron reserves the right to modify this process as needed.

“Integrated Meter” means an electricity metering endpoint into which the Communication Module has been integrated in accordance with applicable specifications.

“IP” means Internet Protocol.

“Maintenance Window” is defined in Task.

“Meter Data Management System (MDMS)” means a meter data management system that Customer will provide.

“MicroAP” A Communications Module that includes a cellular modem that can be configured to act as a self-contained Access Point (AP). This is especially useful to connect isolated or hard-to-hear devices.

“Micromesh™ technology” The Itron technology used when a WAN-enabled Communications Module connects to nearby grid devices via an RF mesh and acts as their take-out point for the WAN. This option allows utilities to adapt the number of cellular connections needed based on such factors as topography, coverage, density, bandwidth requirements, and the pace of deployment.

“NOC” means Itron’s network operations center.

“Parties” or **“Party”** means ANIXTER and Itron, as applicable.

“Preventive Maintenance” means activities performed by Itron that are necessary or desirable for the continuous provision of Solution Services at their stated Service Levels, including, but not limited to, those activities that require the temporary cessation of one or more Solution Services.

“Provisioned” means an Endpoint that is located in an area of the NAN and which is in any of the following operational states within the UIQ System: “active,” “inactive,” or “disconnected,” and which has been Optimized, but which is not: (1) in a “discovered,” “installed,” “initializing,” “unreachable” or “init_failed” state; or (2) considered to be in the process of being deployed.

“RF” means radio frequency.

“Secure FSU – (Secure Field Service Unit)” means a 900MHz Frequency Hopping Spread Spectrum (“FHSS”) radio manufactured by Itron that works with a laptop or handheld computer to provide field service personnel the ability to wirelessly interrogate Itron’s radio communication network devices.

“Service Level” means the measurement of the performance of UIQ or Services, as applicable, and is generally expressed as a percentage of a goal (e.g., the percentage of the time a network or system is operative or successful transactions are processed).

“Service Point” means a location where an Endpoint will be installed.

“SLAs” means service level agreements.

“Software” means the software applications that enable the functionality delivered by the service.

“Solution Services” means Itron’s deployment and network management services for the UIQ System and the NAN.

“SOW Effective Date” means the date when this SOW becomes effective, which is the last signature date on the signature page of this SOW.

“**System Change**” means any change or modification to any infrastructure components of the UIQ System and the NAN.

“**Update(s)**” means a new release of Software supported by Itron that either (1) adds features and functionality improving overall product performance, efficiency and usability (a “Major Release”), or (2)impacts overall product performance, efficiency and usability (a “Minor Release”), or (3) provides Error fixes (a “Patch Release”). Updates do not include stand-alone, plug-in or add-on software products or modules licensed separately that contain new features and functionality for which Itron charges separate license and Software Support Services fees.

“**UtilityIQ Software**”, “**UtilityIQ**” or “**UIQ**” means the object code version of Itron’s UtilityIQ® software. The UIQ modules must be licensed individually.

SaaS – Terms of Service

Itron will grant Customer a non-exclusive, non-transferable, non-assignable, limited right to access and use the software and third party applications identified in Attachment 2 hereto for the period set forth therein, subject to Customer’s compliance with the SaaS terms of service set forth in Attachment 2.

Services

For the ongoing support of the AMI Project, Customer will purchase from ANIXTER, for the Fees specified in Attachment 1 to Appendix "A", the Services outlined in this SOW. The Parties will perform the respective tasks described below.

Task 1 - Ongoing Maintenance and Management

1.1. Software Support.

1.1.1. Terms for the Software Support that Itron will provide are in Attachment 6.

1.2. Application Hosting and Management

1.2.1. **General.** Itron will administer and monitor the Server, database and storage for the UIQ environments listed in Attachment 2, and related Back Office network circuits and components. Itron will monitor the UIQ System 24x7 remotely from its NOC. When an Incident triggers an alert, Itron will communicate with Customer as set forth in Attachment 6, track the incident, troubleshoot the problem, and escalate to Itron subject matter experts or third party vendors as needed, pursuant to the agreed Incident management process. Customer will cooperate with reasonable requests that Itron makes as part of its efforts to respond to Incidents.

1.2.1.1. **Reports.** UIQ includes built-in reports regarding the health of the NAN and performance of meter reads and event activities.

1.2.1.2. **System Changes.** For any planned or urgent System Change related to any aspect of the Back Office, Itron will follow the established SaaS change management process and implement the change during a Maintenance Window as described below, or as the Parties otherwise agree.

1.2.2. **Customer Duty to Alert Itron of Expected or Current Downtime.** Customer will promptly notify Itron Customer Support by telephone if Customer experiences any downtime of or material performance degradation in, or if Customer plans any downtime of, any Customer system, component or function that UIQ depends upon or communicates with (“**UtilityIQ-Related Assets of Customer**”).

1.2.3. **Maintenance by Itron; Back Office Maintenance Windows.** In accordance with the established SaaS change management procedures, Itron will perform maintenance on Back Office hardware and

software during one maintenance window (“**Maintenance Window**”) per week, at a regularly scheduled time and lasting four (4) hours unless otherwise agreed. The Maintenance Window will always be available, but may not always be used. Unless mutually agreed, and for additional fees, all Maintenance Window will take place on a weekday after Customer’s local business hours. Annually, Itron will publish its standard maintenance window schedule and, if necessary, work with Customer to align their maintenance window.

1.2.3.1. **Updates.** Itron will provide and install, if applicable, Updates in accordance with Attachment 6.

1.2.4. **Capacity Management.** Before introducing any non-AMI Traffic into the NAN and/or WAN, Customer must determine with Itron whether non-AMI Traffic will impact the available capacity of the NAN and WAN and to plan for any such introduction to avoid interference with the timely performance of meter reads and other AMI functions. This analysis will provide a summary capacity assessment of which Access Points are overloaded if any. As part of this analysis, the Parties will determine whether additional Access Points or Relays are required or current Access Points and Relays must be relocated, at Customer’s expense. If a more detailed analysis is required, the parties agree to work to a mutually agreeable scope and services for the same.

1.2.5. **Fronthaul Connectivity.** For VPN-based connectivity, each Party will pay its expenses associated with Internet connectivity at its location and will provide ongoing monitoring and management of the VPN termination equipment. Customer acknowledges that any additional VPN connection or dedicated telecommunications circuit(s) that Customer may require for the Fronthaul connectivity will be configured or installed and maintained at Customer’s additional expense.

1.2.6. **Backups and Restoration of Data.** Each Business Day, Itron will conduct daily backups of application configuration files and Generated Data. Customer acknowledges that these backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by Customer for testing or analysis purposes.

1.3. **Field Network and WAN Backhaul Monitoring and Management**

1.3.1. **General.** Itron will remotely monitor from its NOC the Access Points, Relays and WAN Backhaul circuit 24x7. When an Incident triggers an alert, Itron will communicate with Customer as set forth in Attachment 6, track the incident, troubleshoot the problem, and escalate to Itron subject matter experts or third-party vendors as needed, pursuant to the agreed incident management process. Customer will cooperate with reasonable requests that Itron makes as part of its efforts to respond to Incidents.

1.3.1.1. **Itron Responsibilities.**

- a. **Reports.** UIQ will provide built-in reports regarding the health and performance of Access Points and Relays.
- b. **System Changes.** For any planned or urgent System Change related to any aspect of monitoring and management of the NAN or WAN backhaul described in this Task, Itron will follow the established SaaS change management process. Such change will be implemented during a Maintenance Window, or as the Parties otherwise agree.

1.3.1.2. **Customer Responsibilities.** Customer will cooperate with reasonable requests that Itron makes as part of its efforts to respond to incidents.

1.3.2. Remote vs. In-Field Actions.

1.3.2.1. Itron Responsibilities.

- a. Itron will perform its administration, monitoring and investigations (as detailed below) remotely, from its NOC.
- b. At Customer's request and assuming that Itron's remote assistance is unable to resolve a problem, Itron resources can be made available on-site at Customer's facilities or in the field as mutually scheduled for an additional fee; *provided, however*, that Itron resources are available in-field at no fee during the startup period and the large scale deployment plan and build period.

1.3.2.2. Customer Responsibilities.

- a. Customer will perform all in-field investigations of the NAN.
- b. **Equipment Replacement.** After in-field investigation or upon Itron's recommendation, Customer will remove Equipment experiencing problems and replace such Equipment using the inventory of spare Equipment Itron recommends in the Equipment section of this SOW. Customer will communicate promptly with Itron Customer Support when any such Equipment is removed or replaced. Customer will seek the replacement of all uninstalled Equipment using Itron's then-current RMA process.
- c. Customer shall maintain in UIQ the current location information for all devices, including latitude, longitude, and the street address, and the current administrative state of such devices in UIQ (e.g., "maintenance", "retired", etc.).

1.3.3. **Endpoint and MicroAP Support.** Customer will be responsible for monitoring and resolving single Endpoint and MicroAP issues, including but not limited to performing in-field troubleshooting of all post-installation problems with Endpoints and MicroAPs. Itron will initiate investigation (remotely) of any Incidents involving Endpoints and MicroAPs that fail to initialize and Endpoints that transition to the "unreachable" state within the Production environment that are caused by a systemic problem (architectural, engineering, software, product design, etc.). Itron will liaise with Customer as necessary.

1.3.4. **Access Points and Relays.** Itron will manage the configuration, updates, monitoring and remote troubleshooting of Access Points and Relays for the production environment.

1.3.5. **WAN.** Customer will pay for the services of the WAN provider(s) for Access Point to WAN connectivity and the WAN backhaul circuit. If reasonably requested by Itron or as the Parties otherwise agree, Customer will work directly with the WAN provider(s) to investigate and resolve WAN service incidents.

1.3.6. **WAN Backhaul Circuit.** Each Party will pay its respective expenses associated with Internet connectivity at its location. Customer will maintain and pay for a VPN connection from the WAN backhaul provider.

1.3.7. **Firmware Maintenance.** Itron will install Firmware Updates to the Communications Modules in Equipment, as a planned System Change. Equipment receiving a Firmware Update will be unavailable for a few minutes during the final step of the update process. For clarity, installation of meter firmware updates is not included in this SOW, but can be performed under a separate SOW.

General Assumptions

- A. The Parties will continually work together to make all processes as efficient as commercially reasonable.
- B. Unless otherwise stated, any work required beyond completion of the Optimization of the Integrated Meters is not included in this SOW. Any material change to any task, including any material change to quantities or other parameters referenced in any task, may result in reasonable changes to pricing, based on ANIXTER’s then-current List Prices.
- C. Unless otherwise stated, Itron team members other than Customer Support staff will be available during normal local business hours (9am-6pm on Business Days) for that specific resource – for example, Itron team members in San Jose, CA, are available during those hours Pacific Time, while Itron team members performing in-field assistance are available during those hours in Customer’s time zone. Off-hour resources can be arranged during critical periods. For Customer Support hours, refer to Attachment 6 of this SOW.
- D. This SOW covers support of Customer’s AMI System only. Support for planning or deployment beyond basic AMI (e.g., HAN devices, eBridges and electric vehicle charging infrastructure), will be covered under a separate SOW.

Approvals

The Parties have caused this SOW to be executed by their duly authorized representatives as of the SOW Effective Date.

Public Utility District No. 2 of Grant County, WA	ANIXTER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[End]

Attachment 1 to Appendix "A" - AMI SOW

Pricing

Please refer to Appendix "A" of the Agreement (Pricing, Fees, and Notes), the contents of which are incorporated herein by reference as Attachment 1.

**Attachment 2 to Appendix “B” - AMI SOW
Software Licensed under the AMI SOW**

The following Software Products/modules and operating environments are licensed to Customer under the terms of the Agreement.

- Software Tools:** ✓ Communication Tester Electricity Module Communication Tester
 ✓ Contingency Reader Gas IMU Configurator
 Handheld Configurator and Tester

Environments: The Parties will check the cell in Table 1 below for each environment where Itron will install a particular Software Product/module. Itron will provide SaaS as described in Task 4 of this SOW, for each environment for the term listed in Table 1. The term is further described in the next section of this Attachment.

Table 1: Basic Setup Information for Each UIQ Environment

<i>Environments:</i>	Software Products <i>(excl. HCM/DRM and related portal products¹)</i>							Size of env'ts (# Meters)		Availability requested by	Env't / Solution		
	AMM	FWU	JMS	NEM	ODS	MPC	COP ²	Safe ³	-Sim	Integ'd Meters	Simulated Meters	(N wks after E.D. ⁴)	Services Term ⁵
Production⁶	X	X	X	X	X	X				60,000		1 wks	36
Disaster Recovery (DR)	<input type="checkbox"/> Check if obtaining; DR will mirror Production.												
Development													
Test	X	X	X	X		X				12	1,000	1 wks	36
DR / Full-Scale Test Env't (FSTE)										See Note A	See Note A		
Other, if any:													
Other, if any:													

Note A: DR will use same # of Integ'd Meters as Prod, and FSTE will use an equal # of Simulated Meters.

- ¹ See separate Demand Response SOW for HCM or DRM and related portal products, if any (e.g., DRI).
- ² In addition to software module, COP requires purchase of Hardware Security Modules (HSM) from Itron. In a SaaS implementation where NERC-CIP applies, the HSM for Prod and DR will be housed at AMP's data center.
- ³ In addition to software module, KeySafe requires purchase of Hardware Security Modules (HSM) from Itron.
- ⁴ E.D. = SOW Effective Date. Numbers shown reflect the time Itron requires to set up environments, since work will only start after this SOW's execution.
- ⁵ Solution Services begin upon the availability of the environment, and may be renewed or terminated at the end of the term noted (see next section for fuller description). The term should be noted with an estimated term (e.g., "est. 12" for a one-year term) for temporary environments.

⁶ For the Production environment, the Parties will complete the table at right:

	Residential	C & I
Endpoints (%):	85%	15%
Interval Size (Minutes):	15 <i>(Default: 60)</i>	15 <i>(Default: 15)</i>
Number of days of online data retention (disk) stored in the UIQ database:	45 <i>(Default: 45)</i>	

For SaaS environments, Itron may share physical infrastructure resources (e.g., Servers, storage, database, and/or networks) with other Itron customers.

Term of Solution Services

An environment will be deemed available when Customer confirms application reachability and access/authorization functionality for an environment listed in Table 1. Upon such availability, Itron will begin providing SaaS for that environment for the term listed in Table 1 and, consistent with Exhibit P and the Agreement, Itron will commence invoicing the monthly SaaS fees.

For each environment, the date listed for availability in Table 1 is a target, and the Parties will work cooperatively to finalize the date with reasonable notice. Upon the expiration of the term for Solution Services, the Solution Services shall renew at Itron's then-current rates, unless Customer has provided at least ninety (90) days' notice prior to such expiration of its intent not to renew the Solution Services.

If Customer intends for an environment to be temporary, the termination date in Table 1 is noted as an estimate, and the Parties will work cooperatively to finalize the date reasonably in advance.

Itron reserves the right to reassign relevant Back Office equipment and staffing upon termination or expiration of SaaS for any environment(s).

[End]

Attachment 3 to Appendix “B”- SaaS SOW

Service Levels and Service Level Credits (Electric Only)

1. **SLA Triggers.** Each Service Level listed below will start to be enforceable, and to be reported on, upon the satisfaction of the condition noted below (each a “Service Level Trigger”).
2. **Endpoint Read Data Service Level.** The Service Level Trigger for Service Levels related to Endpoint Read Data is the Optimization of Endpoints within a given Optimization Area. As each additional Area is Optimized, Itron will identify the Endpoints that are Optimized, and such Endpoints will be added to the set of Endpoints subject to the Service Levels.
 - 2.1. **Integrated Meters.** For newly available data on the Communication Module, the UIQ System will gather and process Anchor Reads and Interval Reads from Provisioned Integrated Meters from at least ninety-nine point five percent (99.5%) of Anchor Reads captured at midnight and of Interval Reads captured each day, by 10:00 am local time the next day.
 - 2.2. **SLA Credits for Failure to Deliver Meter Read Data.** If Itron fails to meet Endpoint read data Service Levels described in Section 2 above, the Service Level credits specified in Table 2.2 will apply. The Service Level Credits apply to the monthly recurring fees associated with the Production UIQ Environment.

Table 2.2 - Credits for Failure to Deliver Meter Read Data at the Specified Service Levels	
No. of Daily Failures in the Applicable Month	Service Level Credit <i>(% of monthly recurring fees)</i>
1 – 5	0%
6 – 10	2%
11-15	5%
16 – 20	15%
21 +	30%

3. **On-Demand Requests Service Level.** The Service Level Trigger for Service Levels related to on-demand performance is the Optimization of Integrated Meters within a given Optimization Area. As each additional Area is Optimized, Itron will identify the Integrated Meters that are Optimized, and such Integrated Meters will be added to the set of Integrated Meters subject to the Service Levels.
 - 3.1. **On-Demand Performance.** The UIQ System will successfully execute at least ninety-eight percent (98.0%) of all (a) on-demand read, (b) on-demand remote connect and (c) on-demand remote disconnect requests made by CUSTOMER for Provisioned Integrated Meters which are actively communicating. An on-demand request is a single transaction to a single Integrated Meter, initiated by a single user of the UIQ system. An on-demand read request does not include batch read jobs targeted at multiple Integrated Meters (e.g. “read all unread meters”). For the purposes of calculating this Service Level, multiple attempts to connect with a single device within a twenty-four (24) hour period will count as one failed attempt; on-demand read requests (single or batch) targeted at an Integrated Meter which was not read in the previous 24 hours will be excluded; and on-demand read jobs initiated by system-level accounts (“root” and “UIQ”) will be excluded.
 - 3.2. **SLA Credits for Failure to Deliver On Demand Performance.** If Itron fails to meet the on-demand request Service Levels, the Service Level credits specified in Table 3.2 will apply. The Service Level Credits apply to the monthly recurring fees associated with the Production UIQ Environment.

Table 3.2 – Credits for Failure to Meet On-Demand Service Levels	
% of On-demand Requests Successfully Executed in the Applicable Month	Service Level Credit* (% of monthly recurring fees)
≥98.0% and 100.0%	0%
≥95.0% and <98.0%	5%
≥90.0% and <95.0%	10%
<90.0%	30%
*Service Level credits will apply only if there is a minimum of 500 on-demand requests in the applicable month.	

4. **UIQ Availability Service Level.** The Service Level Trigger for the Service Level related to the availability of UIQ is the confirmation that CUSTOMER can access and log into the production environment pursuant to Task 3.1.3.3.b.

4.1. **Availability.** UIQ will be available to and accessible by CUSTOMER ninety-nine point five percent (99.5%) of the time via (a) a web browser client and (b) web services interface. A determination of availability will be based on 24x7 accessibility (less time for Preventive Maintenance). This metric will be measured by simulating a login from the Itron network management systems to the UIQ application with valid username/password, looking for a timestamp on the homepage and validating it against the current time. This measures the availability of the hosted environment by exercising all three tiers of the application (i.e., “UI”, “Middle Tier”, and “Database”). CUSTOMER will not be entitled to Service Level credits for failure to meet the foregoing target to the extent this measurement is affected by CUSTOMER’s VPN connection.

4.2. **SLA Credits for Failure to Meet Availability SLA.** CUSTOMER will be entitled to Service Level credits for Itron’s failure to meet the foregoing target for the production environment only, according to Table 4.1. The Service Level Credits apply to the monthly recurring fees associated with the Production UIQ Environment.

Table 4.1 – Credits for Failure to Meet the Availability Service Level (Production Environments Only)	
Monthly Availability Performance	Service Level Credit (% of monthly recurring fees)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	30%

5. **Service Level Monitoring and Management.**

5.1 **Service Level Targets.** Itron will provide Service Level credits to CUSTOMER if Itron fails to meet the Service Levels specified in this Attachment 3. If Itron fails to meet more than one Service Level in a single measurement period, the sum of the corresponding Service Level credits will be credited to CUSTOMER; provided however that in no event will the total amount of Service Level credits in a single month exceed fifty percent (50%) of the total monthly recurring charges for the Solution Services. Notwithstanding the foregoing, if a single event gives rise to a Service Level credit as measured by more than one Service Level metric, CUSTOMER will be entitled only to the highest applicable Service Level credit attributable to that

event across all of those metrics. EXCEPT AS EXPRESSLY PROVIDED IN THIS SOW, THE SERVICE LEVEL CREDITS SPECIFIED IN THIS SOW WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ITRON'S FAILURE TO MEET THE SERVICE LEVEL COMMITMENTS SPECIFIED IN THIS SOW; PROVIDED, HOWEVER, THE ISSUANCE OF A SERVICE LEVEL CREDIT SHALL NOT AFFECT CUSTOMER'S RIGHT TO TAKE ACTION OR SEEK DAMAGES FOR ADDITIONAL MATTERS UNRELATED TO ITRON'S FAILURE TO MEET SUCH SERVICE LEVEL COMMITMENTS OR TO TERMINATE THIS AGREEMENT DUE TO ITRON'S REPEATED FAILURE TO MEET SUCH SERVICE LEVEL COMMITMENTS, PROVIDED SUCH REPEATED FAILURE CONSTITUTES A MATERIAL BREACH OF THE AGREEMENT.

5.2 **Reporting.** Itron will measure and report Service Levels on a monthly basis, each calendar month, starting with the Service Level Triggers defined in this Attachment 3. That report will list performance against all Service Levels in the prior month and an estimate of any Service Level credits that may apply. Following each such report, the Parties will discuss such performance and the extent to which the estimated Service Level credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology. Upon agreement concerning the Service Level credits due, such credits will be applied against Itron's charges for the second month following the month in which the credits were incurred.

5.3 Exclusions.

5.3.1 **Maintenance Windows and System Changes.** Service Level credits will not apply during (i) any Maintenance Window that is used and is the source of the performance failure causing the Service Level credit, (ii) an urgent System Change that occurs at a time when the UIQ System is otherwise operational, or (iii) the installation of Firmware and for seventy-two (72) hours thereafter as the NAN returns to normal operating ranges.

5.3.2 **Failures.** Itron will not be liable for failure to meet applicable Service Levels to the extent any such failure is attributable to any one or more of the following causes:

5.3.2.1 An act or omission of Anixter, CUSTOMER or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission provided that Itron has reasonably performed its responsibilities under this SOW;

5.3.2.2 Anixter or CUSTOMER's delay in performing tasks designated as its responsibility in the Agreement, this SOW, or other relevant SOWs, including without limitation a delay in removal and replacement of Equipment pursuant to Task 5.3.2.2.b of this SOW;

5.3.2.3 Failure resulting from (i) Endpoints that have not been Optimized to reach the NAN, (ii) failures of the WAN backhaul, or (iii) failures in external Internet, VPN, or leased line connectivity;

5.3.2.4 Any failure of a non-redundant Admin Link that prevents Itron from monitoring and managing the UIQ System and the NAN;

5.3.2.5 A Force Majeure event affecting connectivity to Endpoints;

5.3.2.6 Any and all third party hardware and/or software failures not directly caused by Itron;

5.3.2.7 **[If not obtaining Disaster Recovery:]** A Force Majeure event affecting a single data center, with the exclusion terminating upon resumption of service;

- 5.3.2.8 ***[If not obtaining Disaster Recovery:]*** During an event not caused by Force Majeure and not within the control of Itron that disables the Production data center, the total amount of time exceeding one (1) day that the UIQ System is down until resumption of service;
 - 5.3.2.9 Following any resumption of service after an extended outage of the UIQ System exceeding 24 hours for any reason, a mutually agreed period of no less than twenty-four (24) hours after the resumption of service (both to allow the system to return to normal operating ranges and to collect any data stored on Endpoints in the field);
 - 5.3.2.10 Any On-Demand Read requests targeted at an Integrated Meter which was not read in the previous 24 hour period;
 - 5.3.2.11 Any equipment that is out of warranty or not covered by a Firmware maintenance agreement;
 - 5.3.2.12 Any equipment or software that Customer has not upgraded to Itron's guidance;
 - 5.3.2.13 Any failure that Itron determines is attributable to a Itron product defect and for which Itron is obligated to remedy under this SOW or the Agreement; or
 - 5.3.2.14 Any other cause to which the Parties mutually agree in writing.
- 5.3.3 **Inconclusive Analyses.** Itron will conduct root cause analyses of Service Level failures to the extent that such analyses can be conducted remotely and do not require a field visit. If a field visit is required, then ANIXTER will require CUSTOMER to perform the work under direction from Itron. If Itron's analysis is inconclusive or if the Parties agree that circumstances outside Itron's control caused the Service Level failure (e.g., known or expected unreachable Endpoint patterns in a given area), CUSTOMER will not be entitled to a Service Level credit.

Attachment 6 to Appendix “B” - AMI SaaS SOW

Software Support Terms

1. SUPPORT SERVICES. Itron will provide Customer (on behalf of ANIXTER) with the Support Services for the term for which Customer has purchased the Services:

1.1. Access to Customer Support. Itron will provide 24x7x365 secure access to a web-based customer portal containing Itron product documentation, Updates, and other “self-service” materials, including a ticketing system that allows the customer to open and track the status of issues. Itron Customer Support will be available to provide the Services described in this Attachment, on weekdays (excluding Itron holidays as Itron will specify annually in advance), during the hours listed below in Table 1. Except as required for Priority 1 Incidents pursuant to Table 2 below, contact during Customer Support Business Hours may be made by telephone or email using the contact information provided in Table 1, or via a Itron-provided ticketing system.

Table 1 – Customer Support Business Hours and Contact Information

Customer Location	Customer Support Business Hours	Email Support	Telephone Support
Asia	7:30 a.m. – 7:30 p.m.(IST)	support@itron.com	+86 108 418 1820 (China) +1 800 815 309 (Malaysia) +853 626 26300 (Macau) +65 3158 2849 (Singapore)
Australia/New Zealand	6 a.m. – 6 p.m. (AEST)	support@itron.com	+1 300 706 769 (New Zealand) +61 3 9236 5200 (Australia)
Brazil	9 a.m. – 6 p.m. (BRT)	support@itron.com	+55 113 230 1116
Europe	9 a.m. – 9 p.m. (CET)	support@itron.com	352 208 81 866 (Luxembourg) +351 308 801 767 (Portugal) +44 203 318 8450 (UK)
North America	5 a.m.– 6 p.m. (Pacific)	support@itron.com	669-770-4700 (US) 888 776 9876 (US)

Calls made after Customer Support Business Hours will be diverted to Itron personnel for Priority 1 Incidents. Customer must centralize its interactions with Itron’s Customer Support staff by assigning no more than two (2) persons who are authorized to contact Itron for Support Services (“Customer Representatives”). Customer Representatives will be responsible for relaying information between Itron and other members of Customer’s support staff.

Itron’s Customer Support personnel will respond to Incidents, Questions and Errors as described below. Unless otherwise mutually agreed on a case by case basis, Itron’s Customer Support personnel will be Customer’s primary point of contact.

Customer is be responsible for providing Tier 1 support to End Customers. Itron Customer Support personnel will not interact with End Customers directly.

1.2. Incidents and Questions. Itron’s Customer Support personnel will provide Tier 2 support, and receive and respond to Incidents and Questions. As a result of an Incident or Question being entered into the ticketing system, a new “Service Request” will be generated and referenced from that point forward. As Tier 2 support, Itron’s Customer Support personnel will respond only to Incidents and Questions submitted by the Customer Representatives after they have attempted to resolve problems from Customer’s other staff. Itron will use reasonable efforts to provide support within the timeframes and in the manner specified in Table 2 below. Customer will cooperate with Itron’s reasonable requests.

Itron’s Customer Support personnel will proactively alert Customer about Priority 1 Incidents that Itron discovers in the course of its monitoring and management responsibilities under Solution Services.

1.3. Classification of Incidents and Questions. When Customer submits an Incident or a Question, Customer will reasonably assess its urgency according to the appropriate Priority Levels defined in Table 2. Itron will confirm

the Priority Level and the Parties will resolve any disagreement regarding the Priority Level designation as soon as is reasonably practical.

Table 2 –Priority Levels, Response and Resolution Process Regarding Incidents and Questions

Priority	Description	Response Time and Continuing Communication	Resolution Process	Escalation
1	Mission-critical functions in supported production services are unavailable such that Customer cannot reasonably continue work.	<p>Itron Detects: Itron will contact Customer by telephone within 30 minutes of initial detection, regardless of time of day.</p> <p>Customer Detects: Customer will contact Itron by telephone to report the incident. If this contact is outside of Customer Support Business Hours, Itron will contact Customer within 30 minutes of receipt of the Incident to acknowledge receipt of the report.</p> <p>Target: Itron will meet the stated Response times for 90% of all Priority 1 Incidents and will respond to 100% within 4 hours of receipt of the Incident.</p> <p>Continuing Communication: Every 2 hours after initial contact, unless the Parties otherwise agree.</p>	Itron will investigate and work on a 24 x 7 basis to provide Customer with a root cause analysis and to: (1) resolve the Incident with a workaround; (2) implement a change to eliminate the root cause; or (3) downgrade the Priority to a P2, P3 or P4, whichever is earlier. Customer must be available 24x7 to work with Itron. If the root cause is found (or suspected) to be due to an Error, Itron will issue an Error Report and track the progress toward the completion of a change which resolves the Error, according to Table 3 below.	<p>If Itron fails to respond within targeted response times, the Incident will be escalated as follows:</p> <p>After 30 minutes: Director, Front Line Support</p> <p>After 1 hour : Senior Director, Customer Support</p> <p>After 4 hours: Client Delivery Executive</p> <p>After 8 hours: SVP, Smart Grid Services and Operations</p>
2	Major functions in supported production services are significantly and adversely affected. The function has major and material business impact to Customer.	<p>Itron Detects: During Customer Support Business Hours, Itron will contact Customer within 90 minutes of initial detection.</p> <p>Customer Detects: Customer will contact Itron to report the Incident during Customer Support Business Hours.</p> <p>Target: Itron will meet the stated Response times for 90% of all Priority 2 Incidents and will respond to 100% within 4 hours of receipt of the Incident.</p> <p>Continuing Communication: Every 6 hours after initial contact during Customer Support Business Hours, unless the Parties otherwise agree, unless the Parties otherwise agree.</p>	Itron will investigate and work during Customer Support Business Hours to: (1) resolve the Incident with a workaround; (2) implement a change to eliminate the root cause; or (3) downgrade the Priority to a P3 or P4, whichever is earlier. If the root cause is found (or suspected) to be due to an Error, Itron will issue an Error Report and track the progress toward the completion of a change which resolves the Error, according to Table 3 below.	<p>If Itron fails to respond within targeted response times, the Incident will be escalated as follows:</p> <p>After 90 minutes: Director, Front Line Support</p> <p>After 4 hours Senior Director, Customer Support</p> <p>After 8 hours: Client Delivery Executive</p> <p>After 24 hours: SVP, Smart Grid Services and Operations</p>
3	Minor functions in supported services are either severely degraded or inoperable and may have low business impact but do not prevent Customer from performing regular business activity.	<p>Customer will contact Itron to report the Incident during Customer Support Business Hours. Itron will acknowledge the Incident within 1 business day.</p> <p>Target: Itron will respond to 100% within 1 business day of Incident Report receipt.</p> <p>Continuing Communication: Weekly, unless the Parties otherwise agree.</p>	Itron will investigate and work during Customer Support Business Hours to: (1) resolve the Incident with a workaround; (2) implement a change to eliminate the root cause; or (3) downgrade the Priority to a P4, whichever is earlier. If the root cause is found (or suspected) to be due to an Error, Itron will issue an Error Report and track the progress toward the completion of a change which resolves the Error, according to Table 3 below.	On Request

Priority	Description	Response Time and Continuing Communication	Resolution Process	Escalation
4	Errors with day-to-day use of the services, whether classified as user interface related, errors in documentation, presentation, or functionality that do not prevent Customer from performing daily business.	Customer will contact Itron to report the incident during Customer Support Business Hours. Itron will acknowledge the Incident within one business day of receipt of the Incident. Target: Itron will respond to 100% within one business day of receipt of the Incident. Continuing Communication: Weekly, unless the Parties otherwise agree.	Itron will investigate and work during Customer Support Business Hours to: (1) resolve the Incident with a workaround; or (2) implement a change to eliminate the root cause. If the root cause (or suspected root cause) is due to an Error, Itron will issue an Error Report and track the progress toward the completion of a change which resolves the Error, according to Table 3 below.	On Request

No incident regarding a non-production service will be considered a Priority 1 incident (i.e., an incident that would be considered Priority 1 if it affected the production service, will be categorized as Priority 2 if it affected a non-production service).

1.4. Error Management. To the extent Itron determines or suspects that the root cause of a reported Incident is an Error, Itron will open a report (“Error Report”) and use reasonable efforts to investigate and resolve the Error in accordance with Table 3 below. Target resolution timeframes in Table 3 do not include the time that elapsed before a problem was identified as an Error.

1.5. Classification of Errors. When Itron determines that the root cause of an Incident is an Error, it will reasonably classify the Error in accordance with the Severity Levels defined in Table 3. The Parties will resolve any disagreements about the Severity Level designation as soon as is reasonably practical.

Table 3 – Software and Firmware Error Management with Severity Levels, Response and Target Resolution Times

Severity	Technical (System) Error	Operational Error	Target Resolution Time and Continuing Communication preceding Resolution
1	Critical Error. Critical functions in supported applications within a production system have stopped or unavailable such that Customer cannot reasonably continue work. The function is mission critical to the Customer’s business and has significant material impact. Severity 1 defects are a function of the software application affected, and typical examples would include: (i) correctness of metrology data used for usage derived billing generation purposes; and (ii) major documented functions such as meter read, remote disconnect and meter data export are inoperable. This would also include the system hanging frequently and indefinitely even after repeated restarts, causing unacceptable or indefinite delays for resources or response. An example of a Severity 1 issue for Firmware would be the loss of communication to the network resulting in a large number of estimated bills. For Firmware to qualify as a Severity 1 issue, the Error must impact a significant number of the deployed endpoints.	Emergency Priority Operations Error. Stops business from performing essential daily work. Measurement of energy use is not functioning correctly, and a manual workaround is not feasible.	As soon as possible, with communication after opening of Error Report every 4 hours until resolution. Itron will provide continuous efforts until the earlier of: (a) a change resolves the root cause, or (b) a workaround is provided. Customer must work with Itron continuously until such time. Typically, resolution of Severity 1 Errors requires an emergency Patch Release.

Severity	Technical (System) Error	Operational Error	Target Resolution Time and Continuing Communication preceding Resolution
2	Major System Error. Major functions in supported production services are significantly and adversely affected and have a major business impact to the Customer. Severity 2 defects are a function of the application affected and would include major documented functions such as displaying inaccurate billing or consumption data to greater than 25% of End Customers.	High Priority Operations Error. The Error has a significant adverse impact on Customer. High risk security errors are considered to be "high priority."	As soon as possible, with daily communication after opening of Error Report until Itron provides a diagnosis and reasonable action plan. Thereafter, every other business day until resolution. Itron will use commercially reasonable efforts to provide a diagnosis and reasonable action plan within 2 Business Days. Customer must work with Itron to facilitate resolution. Typically, resolution of Severity 2 Errors requires an emergency Patch Release.
3	Moderate System Error. Minor functions in the supported service are severely degraded or inoperable and may have low business impact, but do not prevent the Customer from performing regular business activity.	Medium Priority Operations Error. The Error affects system users, but does not stop the performance of Customer's daily business and there is a reasonable workaround.	180 calendar days (based on relative prioritization*) after opening of Error Report with ongoing communication until Itron provides diagnosis and reasonable action plan, or until resolution. *. After fixes for higher rated Errors are made available, fixes for moderate Errors will be considered for inclusion in the next available Update.
4	Minor System Error. Errors with day-to-day use of the service, whether classified as user interface related, errors in documentation, presentation, or functionality which may have small material business impact but do not prevent the Customer from performing daily business.	Low Priority Operations Error. The Error is an irritant."	Upon mutual agreement, 365 calendar days after opening of Error Report, to be resolved in the normal course of Itron's development activities** unless Itron and Customer agree to close the Error Report without any resolution. Communication after opening of Error Report will be monthly until Itron provides diagnosis and reasonable action plan, then quarterly until resolution. ** After higher rated Errors have been fixed and scheduled for release, fixes for minor Errors will be considered for inclusion in that release or in a subsequent release in the normal course of Itron's development activities.

1.6. Remote Support. Itron will primarily provide remote support. If required and requested by ANIXTER on behalf of Customer, Itron will provide on-site support at a mutually agreed time, at Itron's then-current standard consulting rates, plus all travel, lodging and incidental expenses.

1.7. Customer's Responsibilities. Customer will provide Tier 1 Support.

2. Definitions. Unless otherwise defined in the Agreement, the capitalized terms in this Attachment have the following meanings. In the event of a conflict between the following definitions and those in the Agreement, the definitions in this Attachment will control.

"Customer Representatives" has the meaning specified in Section 1.1.

"CSRs" means Customer's customer support representatives who provide support to End Customers.

"CSR Supervisors" means Customer personnel who supervise the CSRs.

"End Customer" means Customer's customers.

"Error" means a material failure of the Service to perform in accordance with its Documentation. Errors do not include, and Itron will have no responsibility for, any failure of the Service caused by any of the following: (i) any alterations, or modifications not made or approved by Itron in writing; (ii) misuse or abuse, including without limitation the failure to operate the Service in accordance with Itron's installation and operating instructions, or Documentation, including without limitation on computing devices or with computer operating systems and/or third party software other than those recommended by Itron in writing; (iii) the failure is due to the fault or

negligence of any person or entity other than Itron or Itron's authorized contractor; (iv) Customer fails to reasonably assist Itron in verifying, reproducing and correcting error conditions, or Itron is unable, after using reasonable efforts, to verify and reproduce the error condition reported by Customer; (v) any failure of the computer operating systems, hardware environment, and/or third party software utilized by Customer; or (vi) accident or Force Majeure.

"Incident" means an event occurring that is an unplanned loss or degradation of service of the NAN, Backhaul, UIQ or Firmware.

"Questions" means Customer's requests for general technical support or information.

"Software" means the software applications that enable the functionality delivered by the service.

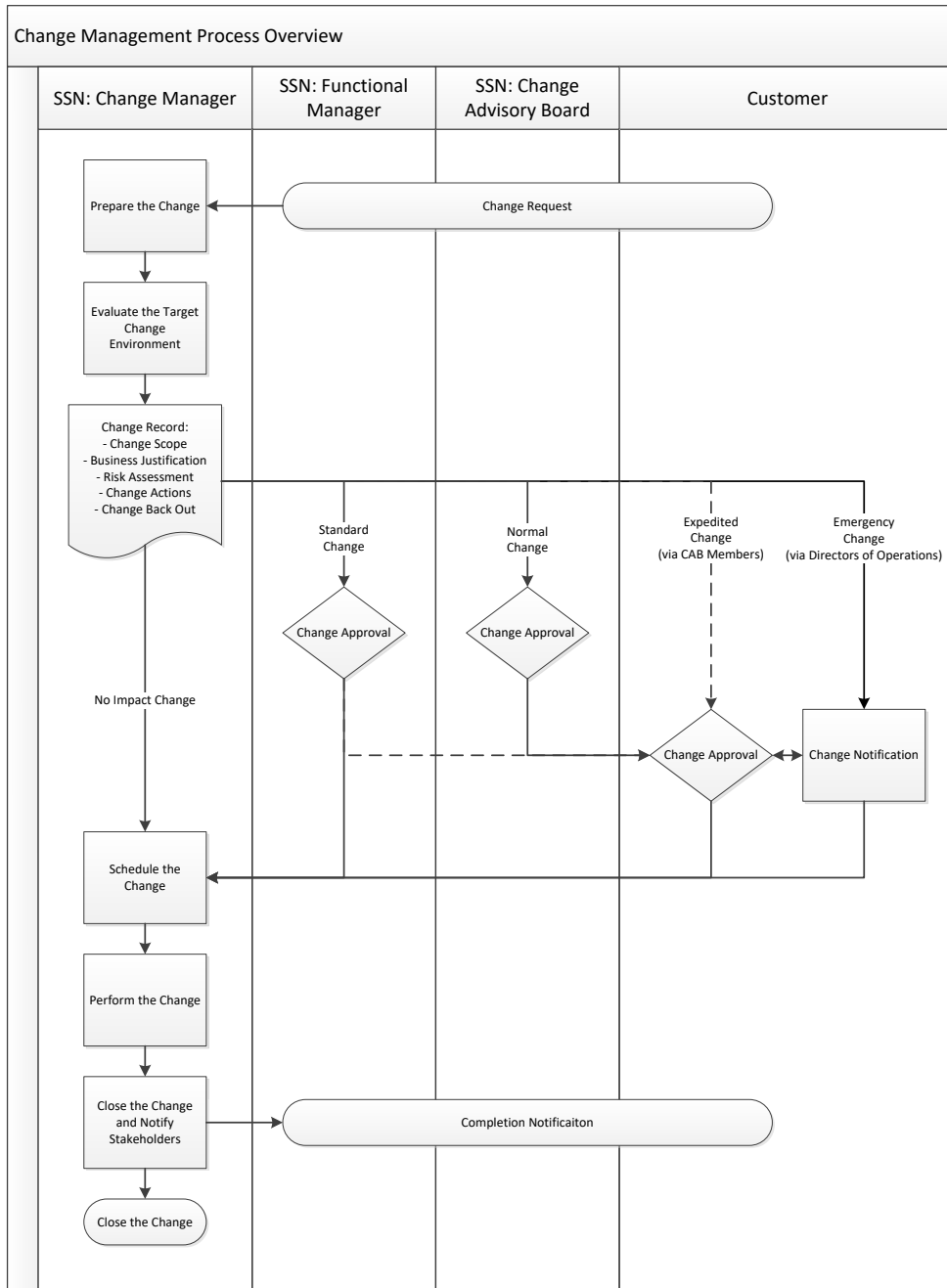
"Support Services" means support services described in Attachment 6.

"Tier 1 Support" means support provided by Customer to End Customers.

"Tier 2 Support" means support provided by Itron's Customer Support staff to Customer, when Customer is unable to resolve the problem.

[End]

Attachment 7 to Appendix "B" - AMI SaaS SOW Silver Spring SaaS Change Management Process



For Commission Review – 05/09/2023

Motion was made by _____ and seconded by _____ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 7 to Contract 130-09724 with Quanta Infrastructure Solutions Group, LLC, increasing the not-to-exceed contract amount by \$31,913,638.00 for a new contract total of \$104,188,895.28, extending contract completion date to March 31, 2025 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 7.

xxxx

MEMORANDUM

3/28/23

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Chief Operating Officer
Julie Pyper, Chief Administrative Officer
Ron Alexander, Managing Director of Power Delivery
Aaron Kuntz, Senior Manager of the EPMO
Allen Chatriand, Manager of Power Delivery Projects

FROM: Shane Schafer, Project Manager

SUBJECT: Change Order No. 7 to Contract 130-09724, Grant County Load Growth Project (DB2)

Purpose:

To request Commission approval of Change Order No. 7 to Contract 130-09724 with Quanta Infrastructure Solutions Group, LLC. in the amount of \$31,913,638.00. This will increase the contract price from \$72,275,257.28 to \$104,188,895.28 and extend contract completion to March 31, 2025.

Discussion:

DB2 is using the Progressive Design Build project delivery method to design and construct 10 projects. When completed, these projects will help improve the District's system reliability and provide additional load service capacity for District customers. DB2 includes a combination of building new substations, expanding existing substations and constructing a new transmission line. The 10 project sites are Quincy Plains Substation Transformer Addition, Mountain View Mobile Tap, Mountain View Capacitor Banks, Royal Substation Rebuild, Burke Substation Rebuild, Baird Springs Substation, Frenchman Hills Breaker Addition, South Ephrata Substation & Ring Bus, Red Rock Substation, and Red Rock Transmission Line.

This change order, the Guaranteed Maximum Price (GMP) Amendment, locks in funding for the Red Rock Transmission Line material procurement, construction costs, associated program management costs as well as project change requests that have occurred since the approval of GMP 2.

Below is a breakdown of each project site's cost, revised mechanical completion dates and summary of scope modifications included in this change order.

	Current Budget	Change Order No.7	Revised Total Cost
QISG - TOTAL COST	\$72,275,257	\$31,913,638	\$ 104,188,895
0.0 - General Program Management - Not to Exceed	\$14,166,850	\$7,763,297	\$ 21,930,147
1.0 - Quincy Plains Substation	\$1,635,687	\$0	\$ 1,635,687
2.0 - Burke Substation Rebuild	\$6,255,276	\$324,654	\$ 6,579,930
3.0 - Mountain View Cap Bank	\$15,692,050	\$1,306,241	\$ 16,998,291
3.0A - Mountain View Mobile Tap	\$2,682,224	\$128	\$ 2,682,352
4.0 - Baird Springs Substation	\$9,516,828	\$510,246	\$ 10,027,074
5.0 - Red Rock Substation	\$5,974,754	\$629,918	\$ 6,604,672
6.0 - Frenchman Hill Substation	\$1,744,048	\$9,285	\$ 1,753,333
7.0 - Red Rock Line	\$544,230	\$20,537,393	\$ 21,081,623
8.0 - South Ephrata Substation	\$8,185,438	\$686,533	\$ 8,871,971
9.0 - South Ephrata Ring Bus	\$62,478	\$-	\$ 62,478
10.0 - Royal City Substation	\$5,815,394	\$145,943	\$ 5,961,337

	Initial Mechanical Completion Dates	Change Order No.5 Mechanical Completion Dates	Change Order No.7 Mechanical Completion Dates
1.0 - Quincy Plains Substation	Feb 12, 2021	Feb 12, 2021	Feb 12, 2021
2.0 - Burke Substation Rebuild	May 7, 2021	June 25,2021	Jun 25,2021
3.0 - Mountain View Cap Bank	Jun 1, 2022	Jun 6, 2023	Oct 8, 2024
3.0A - Mountain View Mobile Tap	Mar 16, 2021	Apr 9, 2021	Apr 9, 2021
4.0 - Baird Springs Substation	Feb 8, 2022	Jun 17, 2022	Jun 1, 2023
4.0A – Baird Springs Second Line Up	N/A	Apr 11, 2023	Feb 14, 2024
5.0 - Red Rock Substation	TBD	Mar 31, 2023	Mar 29, 2024
6.0 - Frenchman Hill Substation	Apr 27, 2022	Dec 29, 2022	Nov 7, 2023
7.0 - Red Rock Line	TBD	TBD	Dec 16, 2024
8.0 - South Ephrata Substation	Jan 4, 2023	Mar 31, 2023	May 28, 2024
10.0 - Royal City Substation	Jan 7, 2022	May 6, 2022	Jul 22, 2022

1.0 Quincy Plains Substation: \$0

- None

2.0 Burke Substation: \$324,654

- Add 5' of A rock beyond gate swing
- Tommer Fuel Escalation
- SEL Relay
- Change in battery charger due to owner preference
- Conduit supply chain impacts due to COVID
- Tommer Substation Labor & Equipment Escalation
- Burke Site Fill

3.0 Mountain View Cap Bank: \$1,306,241

- Tommer Fuel Escalation
- Corona Ring and Adjustments
- Add FO-05 at Mt View Cap Bank
- "A" Rock Revised Spec – Water & Roll at Mt View Cap Bank
- Transmission P&C Standards Change
- Engineering escalation for 2023
- Mt View Distribution Buildout
- Requested orientation change on breakers (IPO)
- Conduit supply chain impacts due to COVID
- Added Cost for labor escalation in 2023
- Tommer Substation Labor & Equipment Escalation

3.0A Mountain View Mobile Tap: \$128

- Tommer Fuel Escalation

4.0 Baird Springs Substation: \$510,246

- Add 5' of A rock beyond gate swing
- Tommer Fuel Escalation
- Corona Ring and Adjustments
- B14 work - Added breaker position per GCPUD request
- SEL Relay
- "A" Rock Revised Spec - Water & Roll
- Distribution Circuit Breaker Final Vendor
- Engineering escalation for 2023
- Cancelled outage by Grant County which created added labor Cost
- Conduit supply chain impacts due to COVID
- Tommer Substation Labor & Equipment Escalation

5.0 Red Rock Substation: \$629,918

- Add 5' of A rock beyond gate swing
- Tommer Fuel Escalation
- Added Rock and Foundations
- "A" Rock Revised Spec - Water & Roll
- Distribution Circuit Breaker Final Vendor
- Engineering escalation for 2023
- Tommer Substation Labor & Equipment Escalation

6.0 Frenchman Hills Substation: \$9,285

- Tommer Fuel Escalation
- Conduit supply chain impacts due to COVID

7.0 Red Rock Transmission Line: \$20,537,393

- Added scope to complete procurement and construction
- Change Request #24 - Engineering escalation for 2023

8.0 South Ephrata Substation & Ring Bus: \$686,533

- Access Road
- Asphalt Access
- Tommer Fuel Escalation
- "A" Rock Revised Spec - Water & Roll
- Transmission P&C Standards
- Distribution Circuit Breaker Final Vendor
- Engineering escalation for 2023
- Conduit supply chain impacts due to COVID
- Added Cost for labor escalation in 2023
- Tommer Substation Labor & Equipment Escalation

10.0 Royal City Substation: \$145,943

- Change Request #05 – Add 5' of A rock beyond gate swing
- Change Request #10 – Tommer Fuel Escalation
- SEL Relay
- Distribution Circuit Breaker Final Vendor
- Conduit supply chain impacts due to COVID
- GCPUD requested yard be wetted and rolled
- Tommer Substation Labor & Equipment Escalation

Justification:

Executing this change order is essential to finance the Design-Builder's outstanding scope of work related to the procurement and construction of the Red Rock Transmission Line. This change order is necessary to facilitate the efficient planning and organization of the remaining tasks required to complete the initial scope of work in the Design-Build 2 project.

In the event of a delay in approving this change order, the procurement and delivery of crucial materials may also be delayed potentially pushing back the completion date of the Design Build 2 project and leading to increased costs for the Design Builder's General Conditions.

Financial Considerations:

The budgeted cost for this project is based on a negotiation between the Design-Builder and the District. Per the Progressive Design-Build process, the Design-Build team was selected based on their qualifications. During Phase 1 planning, the Design-Build team developed and submitted their price proposal for Phase 2. Over the course of several months the District team and Design-Builder negotiated a final price. District's review included input from District Staff, the project's Owner's Engineer – Stanley Consultants and a third-party construction estimator with Aubrey Silvey Enterprises.

The hourly labor rates, equipment rates, overhead costs, and profit margins in this contract have been determined to be fair and reasonable for both the Design-Builder and the District. Approximately 25% of this contract will be paid to the Design-Builder as a lump sum cost. The remaining 75% is a not to exceed price. Any cost savings associated with the not to exceed work will revert back to the District at the end of the project.

The General Conditions budget encompasses various expenditures such as Project and Construction Management, procurement, scheduling and construction equipment for Tommer, QISG, and Potelco. Additionally, HDRE maintains an ongoing engineering contract. Historically, the project's monthly average expenditure has been \$350,000. With the anticipated completion of the DB2 project by June 2023, the GMP3 General Conditions budget, set at \$7.7 million, is designed to accommodate the overhead expenses associated with the previously scheduled construction and the Red Rock Transmission Line.

This project is included in the District's capital budget.

Change Order History: See attached change order table.

Change Orders #1, 2 & 3: Funded design work and long lead material procurement required to maintain project schedule during initial cost negotiations.

Change Orders #4: Funded construction and remaining material procurement for the first eight project sites (Group 1).

Change Orders #5: Funded district driven scope changes/additions to Group 1 Sites, Red Rock Substation material and construction costs and Red Rock Transmission Line engineering effort.

Change Orders #6: District Driven Scope Additions.

Change Orders #7: Guaranteed Maximum Price (GMP) Amendment. Locks in funding for the Red Rock Transmission Line material procurement, construction costs, associated program management, and project change requests that have occurred since the approval of GMP 2.

Legal Review: See attached email.

Recommendation: Commission approval of Change Order No. 7 to Contract 130-09724 with Quanta Infrastructure Solutions Group in the amount of \$31,913,638.00. to complete the final amendment to the Load Growth Project. Future planned change orders will be required to complete the overall program.

From: Allen Chatriand <achatrand@gcpud.org>
Sent: Tuesday, April 25, 2023 6:59 AM
To: Beau Schwab <bschwab@gcpud.org>; Julie Pyper <Jpyper@gcpud.org>; Aaron Kuntz <Akuntz@gcpud.org>; Shane Schafer <sschafer@gcpud.org>
Cc: David Klinkenberg <dklinkenberg@gcpud.org>; Patrick Bishop <Pbishop@gcpud.org>
Subject: RE: [Approval Request] FW: Contract 130-09724 - Change No. 7 - Legal Review

I approve

*Allen Chatriand, Manager PMO – Power Delivery
Grant County PUD
509-378-7720*

From: Shane Schafer <sschafer@gcpud.org>
Sent: Tuesday, April 25, 2023 6:40 AM
To: Beau Schwab <bschwab@gcpud.org>
Subject: RE: [Approval Request] FW: Contract 130-09724 - Change No. 7 - Legal Review

I approve

From: Aaron Kuntz <Akuntz@gcpud.org>
Sent: Monday, April 24, 2023 3:49 PM
To: Beau Schwab <bschwab@gcpud.org>; Julie Pyper <Jpyper@gcpud.org>; Allen Chatriand <achatrand@gcpud.org>; Shane Schafer <sschafer@gcpud.org>
Cc: David Klinkenberg <dklinkenberg@gcpud.org>; Patrick Bishop <Pbishop@gcpud.org>
Subject: RE: [Approval Request] FW: Contract 130-09724 - Change No. 7 - Legal Review

I approve

*Aaron Kuntz
Senior Manager Enterprise Project Management Office
Grant County PUD
509-306-9099*

From: Beau Schwab <bschwab@gcpud.org>
Sent: Monday, April 24, 2023 11:00 AM
To: Julie Pyper <Jpyper@gcpud.org>; Aaron Kuntz <Akuntz@gcpud.org>; Allen Chatriand <achatrand@gcpud.org>; Shane Schafer <sschafer@gcpud.org>
Cc: David Klinkenberg <dklinkenberg@gcpud.org>; Patrick Bishop <Pbishop@gcpud.org>; Beau Schwab <bschwab@gcpud.org>
Subject: [Approval Request] FW: Contract 130-09724 - Change No. 7 - Legal Review

Hello all,

We have Legal approval to move the GMP Amendment No. 3 for the Grant County Load Growth Project (Design Build 2) to the Commission Packet for review at the May 9th, 2023 meeting. Prior to doing so, can each of you please acknowledge by return email that you approve of the attached Commission Memo? If you need to review anything else, all the information can be found [here](#).

Thank you,

Beau Schwab

Procurement Officer II

EMAIL bschwab@gcpud.org

ADDRESS 14352 Hwy 243 S Bldg. 6, Beverly, WA 99321



grantpud.org

**GMP 3 AMENDMENT
GRANT COUNTY PUBLIC UTILITY DISTRICT
LOAD GROWTH PROJECT**

1. The parties entered into previous GMP Amendments GMP 1 on September 23, 2020, and GMP 2 on June 13, 2022, and ("GMP 1 Amendment") Pursuant to Section 6.6.1 of the Agreement, this GMP 3 Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this GMP 3 Amendment conflict with the Agreement, the Phase 1 Amendment, or GMP 1 and GMP 2 Amendments, the terms in this GMP 3 Amendment shall govern.

2. The Design-Builder has submitted to Owner the GMP 3 Proposal pursuant to Section 6.6.1.5 of the Agreement.

3. The Owner has reviewed the GMP 3 Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.6 of the Agreement, and the Owner has accepted the GMP 3 Proposal as reconciled. The conformed, reconciled GMP 3 Proposal contains the following documents and is attached to this GMP 3 Amendment as Attachments 1 through 5 and is incorporated as if fully set forth herein.

- a. Proposed GMP 3 pursuant to Section 2.04C of Exhibit C to the Agreement including the following itemized amounts as set forth in the Schedule of Values, Attachment 1 to the GMP 3 Amendment.
 - i. The Design-Builder's Lump Sum Fee pursuant to Section 6.2.3 of the Agreement.
 - ii. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis pursuant to Section 6.4.1 of the Agreement.
 - iii. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement.
 - iv. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement.
 - v. The Cost of the Work Contingency pursuant to Section 6.4.4.1.a of the Agreement.
 - vi. The Design-Builder's Contingency pursuant to Section 6.4.4.1.b of the Agreement.
 - vii. The Design-Builder's Lump Sum General Conditions Amount pursuant to Section 6.4.5 of the Agreement.
 - viii. If applicable, a schedule of unit prices.
 - ix. A list of the assumptions and clarifications made by the Design-Builder in preparation of the GMP 3 Proposal, as set forth in the Basis of Design Documents.
- b. The GMP 3 Basis of Design Documents pursuant to Section 2.03 of Exhibit C to the Agreement. A list of documents that comprise the GMP 3 Basis of Design Documents is set forth in Attachment 2 to this GMP 3 Amendment.
- c. A current Project Schedule pursuant to Section 2.02.D of Exhibit C to the Agreement is set forth in Attachment 3 to this GMP 3 Amendment.
- d. The Contract Close-Out Plan pursuant to Section 2.10 of Exhibit C to the Agreement is incorporated into the GMP 3 Basis of Design Documents.

e. Differing Site Conditions Report pursuant to Section 2.11 of Exhibit C to the Agreement. The Differing Site Conditions Report is set forth as Attachment 4 to the GMP 3 Amendment.

4. The Owner has decided to exercise its option to enter into Phase 2 of the Agreement for the Work set forth in this GMP 3 Amendment pursuant to Section 6.6.1.6.b of the Agreement.

5. Consistent with the GMP 3 Proposal, the parties hereby establish the following Commercial Terms:

Cost of the Work	29,112,516.00
<i>Lump Sum General Conditions Costs</i>	<i>\$ 7,030,753.00</i>
<i>Cost of Work</i>	<i>\$22,081,763.00</i>
Design-Builder's Lump Sum Fee	\$1,573,366.00
Design Builder's Contingency	\$1,087,756.00
Quarterly Incentive Total Amount	\$140,000.00
Guaranteed Maximum Price Amendment	\$31,913,638.00
Phase 1 Not To Exceed Amount	\$6,231,295.26
GMP 1 Amendment GMP	\$51,930,956.00
GMP 2 Amendment GMP	\$14,003,913.56
CO #06	\$109,092.46
GMP 3 Amendment GMP	\$31,913,638.00
Revised Guaranteed Maximum Price	\$104,188,895.28
Commercial Completion Dates (Milestone Dates)	
Quincy Plains Substation Mechanical Completion	2/12/2021
Burke Substation Mechanical Completion	6/25/2021
Mountain View Mobile Tap Mechanical Completion	4/9/2021
Mountain View Cap Bank Mechanical Completion	10/8/2024
Baird Springs Substation Mechanical Completion	6/1/2023
Baird Springs 2 nd Line Up Mechanical Completion	2/14/2024
Red Rock Substation Mechanical Completion	3/29/2024
Frenchman Hills Mechanical Completion	11/7/2023
South Ephrata Substation Mechanical Completion	5/28/2024
South Ephrata Ring Bus Mechanical Completion	5/28/2024
Royal City Substation Mechanical Completion	7/22/2022
Red Rock Transmission Line	12/16/2024
Overall Project Completion Date	3/31/2025

6. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Guaranteed Maximum Price set forth above.

In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

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

Quanta Electric Power Construction, LLC

Accepted By: _____

Accepted By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments

1	GMP 3/Schedule of Values
2	List of GMP 3 Basis of Design Documents
3	Project Schedule
4	Differing Site Conditions Report
5	Scope of Work

ATTACHMENT 1
SCHEDULE OF VALUES/GMP 3

The Schedule of Values agreed by the parties and dated March 2, 2023 is incorporated into the GMP 3 Amendment as if fully set forth herein. The schedule is available for viewing [here](#).

ATTACHMENT 2
LIST OF GMP 3 BASIS OF DESIGN DOCUMENTS

The following documents comprise the GMP 3 Basis of Design Documents. These documents are incorporated into this GMP 3 Amendment as if fully set forth herein. The documents set forth in the GMP 1 and GMP 2 Amendment and the list of documents set forth in this GMP 3 Amendment make up the full Basis of Design Documents for this Project.

Name	Date
Baird Springs	
Baird Springs Structural IFC Rev 1B	3/8/2021
Baird Springs IFC Grounding Package	5/17/2021
Baird Springs Civil/Electrical IFC	7/13/2021
Baird Springs 2nd Lineup IFC	12/22/2021
Baird Springs Conduit IFC	3/15/2021
Baird Springs Revised Conduit IFC	4/15/2021
Baird Springs Rev Cable & Conduit/Cable Qty IFC	5/3/2021
Baird Springs Transmission Line IFC	6/25/2021
Burke Substation	
Burke IFC Physical Package	9/11/2020
Burke Revised Physical & Conduit IFC	3/15/2021
Burke Revised Conduit IFC	4/1/2021
Burke Transmission Drawings IFC MOD	9/30/2021
Burke IFC Controls Package	10/2/2020
Burke Rev IFC Communication Drawings	11/30/2020
Burke Revised IFC Electrical Package	3/17/2021
Burke Revised MOD Control Box IFC	4/12/2021
Burke Revised Autosectionalizing Cabinet	4/23/2021
Burke 27DC IFC Revisions	6/11/2021
Burke Revised Grading IFC	10/27/2020
Burke/Royal Mindcore motor operator switches	1/5/2021
Burke Post IFC Distribution Layout	11/17/2020
Burke Retaining Wall	2/18/2021
Burke Main Power Xfmr(s) Vac Fill Test Report(s)	5/5/2021
Burke Metering IFC	8/6/2021
Burke Telecom IFC	8/27/2021
Burke MOD Vendor IFC	12/1/2021
Frenchman Hills Substation	
Frenchman Hills 100% Design Package	4/14/2021
Frenchman Hills SSSP_Rev1	8/4/2021
Frenchman Hills Partial Civil & Electrical IFC	8/4/2021
Mountain View Cap Bank	
Mountain View Cap Bank IFC	7/8/2021

Mountain View Cap Bank Foundation IFC Rev	9/7/2021
Mountain View Cap Bank Structural IFC Amendment 2	10/19/2021
Mountain View Cap Bank Isolation Fnd IFC Adjustment	11/19/2021
Mt View Cap Bank Septic Design	11/4/2021
Mountain View Cap Bank 100% Structural Control House	12/30/2021
Mountain View Cap Bank FINAL Conceptual Package (Electrical)	05/12/2020
Mountain View Mobile Tap	
Mountain View Mobile Tap IFC Design Package	9/18/2020
Mountain View Mobile Tap IFC Revised Foundation	10/16/2020
Quincy Plains Substation	
Quincy Plains IFC Package	7/22/2020
Quincy Plains Redlines	1/4/2022
Royal City Substation	
Burke/Royal Mindcore motor operator switches	1/5/2021
Royal IFC Package	11/19/2020
Royal IFC Ground Grid	11/30/2020
Royal Structural Revised	2/5/2021
Royal IFC Conduit Drawings Revised	4/12/2021
Royal Revised IFC Drawings	4/23/2021
Royal Panel Fabrication Drawing	6/22/2021
Royal IFC Updates	6/29/2021
Royal Revised Circuit Breaker IFC	9/10/2021
Royal Transmission Line IFC	1/18/2021
South Ephrata Substation	
South Ephrata 30% FINAL Conceptual Package	5/5/2020
Hazmat Analysis Memo South Ephrata 2020.05.08	6/2/2020
South Ephrata IFC Structural	07/06/2022
South Ephrata IFC Physical	07/06/2022
South Ephrata IFC Transmission	02/01/2023
Red Rock Substation	
Red Rock Substation 100% Design	1/17/2022
Red Rock Transmission Line	
Red Rock Transmission Line SSSP/EAP Map	8/10/2020
Red Rock Transmission Line – GT Report	9/29/2020
Red Rock T-Line 30% Final Design Package	2/18/2021
Red Rock T-Line 60% Design Package	7/20/2022
Red Rock T-Line 90% Design Package	12/20/2022
GCPUD LGP – SOW GMP 2 Master	12/13/2021
GCPUD LGP - RFI Log	01/17/2022
QEPC LGP GCPUD Design Log	01/17/2022

**ATTACHMENT 3
PROJECT SCHEDULE**

The approved Project Schedule dated December 1, 2022 is set forth herein. The schedule is available for viewing [here](#).

**ATTACHMENT 4
DIFFERING SITE CONDITIONS REPORT**

The Differing Site Conditions Report consists of the following Geotech and hazardous materials reports which are incorporated into this GMP Amendment as if fully set forth herein:

Name	Date
Grant County PUD Transmission Line Geotech Engineering Evaluation for Mountain View 115kv Transmission line Mountain View 230kv Transmission line Wheeler to Warden 115kv Transmission line Rocky Ford to Dover 115kv Transmission line	December 19, 2014
Mountain View Switchyard Geotech Engineering Evaluation	October 22, 2014
Mountain View Soils Resistivity Report	February 4, 2015
Mountain View Step Potential	February 4, 2015
Mountain View Touch Voltages	February 4, 2015
Frenchman Hills Substation Report of Geotechnical Investigation	June 2000
Geotechnical Engineering Evaluation Report Baird Springs Substation	May 4, 2020
Geotechnical Engineering Evaluation Report Burke Substation	April 14, 2020
Geotechnical Engineering Evaluation Report Royal City Substation	April 14, 2020
Geotechnical Engineering Evaluation Report South Ephrata Substation	April 14, 2020
Hazardous Materials Assessment of Properties Burke Substation	April 22, 2020
Hazardous Materials Assessment of Properties Baird Springs Substation	May 5, 2020
Hazardous Materials Assessment of Properties Royal City Substation	April 22, 2020
Hazardous Materials Assessment of Properties South Ephrata Substation	May 1, 2020
Red Rock Transmission Line Report of Geotechnical Investigation	September 28, 2020
Red Rock Substation Additional Survey (Topo)	February 17, 2022

**ATTACHMENT 5
SCOPE OF WORK**

The approved Scope of Work dated October 12th, 2022 is set forth herein. The Scope of Work is available for viewing [here](#).



Change Order Table

Contract Title: Grant County Load Growth Project

Contract No.	130-09724	Award Date:	12/10/2019
Project Manager:	David Klinkenberg	Original Contract Amount:	\$2,028,023.14
District Representative (If Different):		Original Contract completion:	6/30/2022
Contractor:	Quanta Electric Power Construction, LLC.	Total CO Cost Change Amt	\$102,160,872.14

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Increase the Contract Price to fund Design Builder procured long lead materials and revises Section 6.2.3, Design-Builder's Fee Percentage and Lump Sum Fee.	Managing Director	07/07/20	N/A	\$265,317.81	\$2,293,340.95	\$265,317.81
2	Increase the Contract Price to fund additional Design Builder procured long lead materials, continued engineering & program management and extend Phase 1 of the project.	Comm	07/31/20	N/A	\$3,442,954.31	\$5,736,295.26	\$3,708,272.12
3	Extend Phase 1 design, issue a limited Notice to Proceed to begin labor, amend the Agreement, the General Conditions, and Exhibits A & K and establish a final project completion date.	Managing Director	09/08/20	04/04/23	\$495,000.00	\$6,231,295.26	\$495,000.00

4	Establishes the Guaranteed Maximum Price (GMP) and incorporates Attachments 1 through 6 to fully establish the GMP Amendment and transition to Phase 2 of the project.	Comm	09/23/20	N/A	\$51,930,956.00	\$58,162,251.26	\$52,425,956.00
5	Increases the GMP and revises Schedule of Values, List of Basis of Design Documents, and the Differing Site Conditions Report from Change Order No. 4. Change Order No. 5 also updates the current Project Schedule.	Comm	06/13/23	06/06/23	\$14,003,913.56	\$72,166,164.82	\$14,003,913.56
6	Increase the Contract Price to add a mobile restroom at the District's Ephrata Substation and to have the Contractor relocate an existing power transformer from the District's Burke Substation to the Soap Lake Substation.	Senior/Plant Mgr	04/18/23	N/A	\$109,092.46	\$72,275,257.28	\$109,092.46
7	Increase the GMP to fund scope changes as well as material and labor costs for the Red Rock transmission construction.	Comm		03/31/25	\$31,913,638.00	\$104,188,895.28	\$32,022,730.46
Total Change Order Cost Change Amount					102,160,872.14		