

## A G E N D A

**GRANT COUNTY PUBLIC UTILITY DISTRICT  
30 C Street SW – Commission Meeting Room  
Ephrata, Washington  
COMMISSION MEETING  
Tuesday, July 25, 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 July 11, 2023

### **2. Regular Agenda**

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 2 to Contract 130-11080R with Basin Tree and Pest Service increasing the not-to-exceed contract amount by \$699,824.00 for a new revised contract total of \$3,560,037.00 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 2. (3452)

### **3. Review Items For Next Business Meeting**

XXXX – Resolution Accepting a Bid and Awarding Contract 170-11777, for Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP).

### **4. Calendar**

### **5. Reports from Staff (if applicable)**

**Adjournment**

# **CONSENT AGENDA**

# Draft – Subject to Commission Review

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

July 11, 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; Tom Flint, Vice-President; Terry Pyle, Secretary; Larry Schaapman, Commissioner and Judy Wilson, Commissioner.

An executive session was announced at 8:34 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 9:17 a.m.

The Commission resumed at 9:30 a.m.

A round table discussion was held regarding the following topics: wildfire follow-up and request for discussion with Grant County Commissioners regarding secondary Crescent Bar emergency access route; Commissioner Schaapman provided a follow-up from lunch meeting with Representatives Dent and Ybarra and Senator Warnick regarding state legislation in respect to boat dock risk insurance exemptions; Power Delivery Engineering Technician staffing; request for clarification between Arch Stanley Consulting and Stanley Consulting; Commissioner Cox expressed appreciation to Tyler Delong, Line Office Supervisor; ongoing Organizational Alignment workshops; and update from Mr. Wallen regarding recent meeting with Obsidian Renewals.

New employee, Kate Schmuck, Lands and Recreation Technician, was introduced to the Commission.

Shannon Lowry, Manager of License Compliance and Lands Services, presented the License Compliance and Lands Service Program Report.

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

Paul Dietz, Manager of Enterprise Risk Management, presented the Enterprise Risk Program Report.

Trade association and committee reports were reviewed.

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), to discuss pending litigation with legal counsel present pursuant to RCW 42.30.110(1)(i) and to discuss lease or purchase of real estate if disclosure would increase price with legal counsel present pursuant to RCW 42.30.110(1)(b). The executive session concluded at 12:55 p.m. and the regular session resumed.

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

Payment Number	133041	through	133442	\$36,960,462.62
Payroll Direct Deposit	219239	through	220053	\$2,495,293.26
Payroll Tax and Garnishments	20230628A	through	20230628B	\$1,057,742.27

Meeting minutes of June 27, 2023.

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

Resolution No. 9024 relative to awarding a contract was presented to the Commission. Motion was made by Mr. Flint and seconded by Mr. Schaapman to approve Resolution No. 9024. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9024

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 130-11694HR,  
FOR WEST CANAL SUBSTATION LABOR - REBID

Recitals

1. Bids were publicly opened on May 17, 2023 for Contract 130-11694HR, for West Canal Substation Labor - Rebid;
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD’s staff;
 

•	Potelco, Inc.	\$5,698,480.00
•	Palouse Power, LLC	\$5,793,370.17
•	Michels Pacific Energy	\$6,733,594.89
3. The low bid, submitted by Potelco, Inc. is both commercially and technically compliant with Grant PUD’s contract requirements;
4. The bid is less than the Engineer’s Estimate of \$6,844,374.50; and
5. Grant PUD’s Senior Manager of Power Delivery Engineering and Managing Director of Power Delivery concur with staff and recommend award to Potelco, Inc. as the lowest responsible and best bid based on Grant PUD’s plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager is authorized to enter into a contract, Contract 130-11694HR, for West Canal Substation Labor – Rebid with Potelco, Inc. of Sumner, WA in the amount of \$5,698,480.00 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 11<sup>th</sup> day of July, 2023.

Resolution No. 9025 relative to accepting and awarding a contract was presented to the Commission. Motion was made by Mr. Schaapman and seconded by Mr. Flint to approve Resolution No. 9025. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9025

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 130-11695H, FOR QUINCY  
FOOTHILLS SUBSTATION LABOR

Recitals

1. Bids were publicly opened on May 31, 2023 for Contract 130-11695H, for Quincy Foothills Substation Labor;
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD’s staff;
 

•	Potelco, Inc.	\$7,068,900.00
•	Palouse Energy	\$7,635,918.43

- 3. The low bid, submitted by Potelco, Inc. is both commercially and technically compliant with Grant PUD’s contract requirements;
- 4. The bid is less than the Engineer’s Estimate of \$11,658,824.11; and
- 5. Grant PUD’s Senior Manager of Power Delivery Engineering and Managing Director of Power Delivery concur with staff and recommend award to Potelco, Inc. as the lowest responsible and best bid based on Grant PUD’s plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager is authorized to enter into a contract, Contract 130-11695H, for Quincy Foothills Substation Labor with Potelco, Inc. of Sumner, WA in the amount of \$7,068,900.00 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 11<sup>th</sup> day of July, 2023.

Motion was made by Mr. Flint and seconded by Mr. Schaapman authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 11 to Contract 430-4045 with Voith Hydro, Inc increasing the not-to-exceed contract amount by \$15,820,834.00 for a new revised contract total of \$75,876,052.00 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 11. After consideration, the motion passed by unanimous vote of the Commission.

The Commissioners reviewed future agenda items.

The Commission calendar was reviewed.

John Mertlich, Senior Manager of FP&A; Shaun Harrington, Senior Financial Analyst; and Dale Campbell, Senior Manager of Power Production Engineering presented a Turbine/Generator Evaluation Report.

The Commission recessed at 2:05 p.m.

The Commission resumed at 2:10 p.m.

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

Bonnie Overfield, CFO, updated the Commission on current Bond Transaction activities.

There being no further business to discuss, the Commission adjourned at 2:27 p.m. on July 11 and reconvened on Tuesday, July 18 at 8:30 a.m. at Grant PUD’s Main Headquarters Building, 30 C Street SW, Ephrata, Washington for the purpose of holding workshop and any other business that may come before the Commission with the following Commissioners present: Nelson Cox, Tom Flint, Terry Pyle, Larry Schaapman and Judy Wilson. A copy of the notice of adjournment was posted to the Grant PUD website.

There being no further business to discuss, the July 11, 2023 meeting officially adjourned at        p.m. on July 18, 2023.

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Nelson Cox, President

ATTEST:

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Terry Pyle, Secretary

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Tom Flint, Vice President

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Larry Schaapman, Commissioner

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Judy Wilson, Commissioner

# **REGULAR AGENDA**

Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 2 to Contract 130-11080R with Basin Tree and Pest Service increasing the not-to-exceed contract amount by \$699,824.00 for a new revised contract total of \$3,560,037.00 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 2.



## MEMORANDUM

June 19, 2023

**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:** William Coe, Construction and Maintenance Engineer

**SUBJECT:** Approval of Change Order to Contract 130-11080R

**Purpose:** To request Commission approval for a change order to Contract 130-11080R.

This contract is a labor contract awarded to Basin Tree Service & Pest Control Inc. for tree trimming and tree removal on the District's distribution, fiber and electric, system.

**Discussion:** The original contract was to allow for tree trimming and tree removals for the entire distribution system to be completed by December 31, 2022. This contract included revised specifications that required additional clearing distance between wires and vegetation. The original contract for tree trimming was for a set price of \$2,460,400.00. As a proactive measure prescribed by the District, trees are removed whenever possible to prevent reoccurring trimming effort, thus reducing long-term costs. Per the contract, tree removals are set at an additional hourly rate.

As work progressed, Basin Tree Service & Pest Control Inc. encountered substantially more growth, requiring more effort than originally planned. This required Basin Tree Service & Pest Control Inc. to request additional time and required the District to provide additional funding for additional tree removal efforts. Note the trimming itself is a set bid price per the contract. This resulted in Change Order No. 1 for an additional \$399,813.00 and a no-cost time extension to move the trimming deadline from December 31, 2022 to July 31, 2023.

Trimming continues per the original contract, but the tree removal funds have been exhausted. This change order will add \$699,824.00 to the contract. A portion of these funds will be utilized to pay invoices for work that has already been performed. The remaining funds of this change order, approximately \$630,000, will allow for the tree removal crews to continue following the trimming crews through completion of the contract, removing trees as allowed/necessitated.

Once trimming activities conclude on July 31, 2023, any remaining tree removal funds associated with this change order will also fund emergency trimming through 2023. By doing so, a new tree trimming contract, approximately \$2,500,000 will be avoided for 2023.

New tree trimming contracts will be explored for 2024 as the District explored cost saving options, such as forming it's own tree trimming crews.

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

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

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

The original Distribution tree trimming contract was for a total bid price of \$2,460,400.

Change Order No. 1 Included:

A. Description of Change: Increase the Contract Price and extend the Contract completion date as follows:

1. Extend the completion date for area work associated with Bid Item Nos. 1 through 12 to July 31, 2023. Compensation for the Bid Item Prices for these Bid Items shall not change.
2. Extend the completion date for work performed under Bid Item Nos. 13 through 16 to December 31, 2023.
3. Increase the following Estimated Quantities:
  - a. Bid Item No. 13 from 3,000 hours to 4,497 hours.
  - b. Bid Item No. 15 from 250 hours to 450 hours.

B. Time of Completion: The revised completion date shall be December 31, 2023 and as detailed in Section A.

C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of \$399,813.00 plus applicable sales tax. This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$2,860,213.00, including changes incorporated by this Change Order.

This change order will increase the total contract price by an additional \$699,824.00 to a new total of \$3,560,037.

**Contract Specifics:** This contract will allow contract crews to continue addressing vegetation issues through 2023, in lieu of a new contract.

**Recommendation:** Commission approval to award Change Order No. 2 to Contract 130-11080R for a not-to-exceed total cost of \$3,560,037.

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

**From:** [Ron Alexander](#)  
**To:** [Patrick Bishop](#); [William Coe](#)  
**Cc:** [Tyler Delong](#); [Lindsey McDonnell](#); [Chris Heimbigner](#)  
**Subject:** RE: Change Orders for Contract 130-11080R  
**Date:** Tuesday, June 20, 2023 1:16:30 PM  
**Attachments:** [image001.png](#)

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FYI. I just reviewed the Comm letter and approved the change order.

Ron

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**From:** Patrick Bishop <Pbishop@gcpud.org>  
**Sent:** Tuesday, June 20, 2023 10:44 AM  
**To:** William Coe <Wcoe@gcpud.org>  
**Cc:** Tyler Delong <Tdelong@gcpud.org>; Lindsey McDonnell <lmcdonnell@gcpud.org>; Chris Heimbigner <Cheimbigner@gcpud.org>; Ron Alexander <ralexander@gcpud.org>  
**Subject:** RE: Change Orders for Contract 130-11080R

Thanks Will. The approval workflow is restarted and we have updated the Procurement Officer to Lindsey. Approvals will move from Chris and then to Ron. After Ron approves in the system, we can move forward with the Change Order again. The next Commission Packet deadline is June 29<sup>th</sup> to make the July 11<sup>th</sup> meeting for Commission review. Commission approval would be expected at the July 25<sup>th</sup> meeting.

Based on moving forward with Change Order No. 2, we will reject Change Order No. 3 which was for the smaller amount (not Commission level).

If anyone has any questions, please let us know. Thanks.

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**From:** William Coe <Wcoe@gcpud.org>  
**Sent:** Monday, June 19, 2023 10:09 AM  
**To:** Patrick Bishop <Pbishop@gcpud.org>  
**Cc:** Tyler Delong <Tdelong@gcpud.org>; Lindsey McDonnell <lmcdonnell@gcpud.org>  
**Subject:** RE: Change Orders for Contract 130-11080R  
**Importance:** High

Pat,

I've modified what I believe is needed for Change Order #2 to be resurrected. The Change Order document can remain unchanged (we'll add the same hours to the same line item. I've updated the Commission Memo as shown with the track changes.

Let me know if I've missed something.

Will

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**From:** Patrick Bishop <Pbishop@gcpud.org>  
**Sent:** Friday, June 16, 2023 10:25 AM  
**To:** William Coe <Wcoe@gcpud.org>  
**Cc:** Tyler Delong <Tdelong@gcpud.org>; Lindsey McDonnell <lmcdonnell@gcpud.org>  
**Subject:** Change Orders for Contract 130-11080R

Will,

Based on the conversation below can you please update the request for [Change Order No. 2](#)? Once that is done, we will start the workflow back up. After approvals, we can modify the documents that were originally drafted and then get this back to the Packet. We will then cancel [Change Order No. 3](#). Please let me know if you have any questions.

**From:** [Chris Heimbigner](#)  
**To:** [Lindsey McDonnell](#); [William Coe](#)  
**Cc:** [Ron Alexander](#)  
**Subject:** RE: Change Order No. 2 for Contract 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022  
**Date:** Thursday, June 22, 2023 12:39:43 PM

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I approve.

Chris

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**From:** Lindsey McDonnell <[lmcdonnell@gcpud.org](mailto:lmcdonnell@gcpud.org)>  
**Sent:** Thursday, June 22, 2023 11:18 AM  
**To:** Chris Heimbigner <[Cheimbigner@gcpud.org](mailto:Cheimbigner@gcpud.org)>; William Coe <[Wcoe@gcpud.org](mailto:Wcoe@gcpud.org)>  
**Cc:** Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>  
**Subject:** FW: Change Order No. 2 for Contract 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022

Chris/Will,

We have legal approval to proceed with moving this change order to the commission packet. By return email, please provide your approval of the attached memo. Ron Alexander has already approved the memo below. Once I have your approvals, I will submit it to the commission packet.

Thank You,

**Lindsey McDonnell**

*Procurement Officer*

PHONE 509-754-7093

EMAIL [lmcdonnell@gcpud.org](mailto:lmcdonnell@gcpud.org)



[grantpud.org](http://grantpud.org)

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**From:** Patrick Bishop <[Pbishop@gcpud.org](mailto:Pbishop@gcpud.org)>  
**Sent:** Thursday, June 22, 2023 11:13 AM  
**To:** Lindsey McDonnell <[lmcdonnell@gcpud.org](mailto:lmcdonnell@gcpud.org)>  
**Subject:** Change Order No. 2 for Contract 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022

You have Procurement and Legal to proceed with moving this Change Order to the Commission Packet.

Ron Alexander's approval of the Memo is below.

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**From:** Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>

**Sent:** Tuesday, June 20, 2023 1:16 PM

**To:** Patrick Bishop <[Pbishop@gcpud.org](mailto:Pbishop@gcpud.org)>; William Coe <[Wcoe@gcpud.org](mailto:Wcoe@gcpud.org)>

**Cc:** Tyler Delong <[Tdelong@gcpud.org](mailto:Tdelong@gcpud.org)>; Lindsey McDonnell <[lmcdonnell@gcpud.org](mailto:lmcdonnell@gcpud.org)>; Chris Heimbigner <[Cheimbigner@gcpud.org](mailto:Cheimbigner@gcpud.org)>

**Subject:** RE: Change Orders for Contract 130-11080R

FYI. I just reviewed the Comm letter and approved the change order.

Ron

**From:** [William Coe](#)  
**To:** [Lindsey McDonnell](#); [Chris Heimbigner](#)  
**Cc:** [Ron Alexander](#)  
**Subject:** RE: Change Order No. 2 for Contract 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022  
**Date:** Thursday, June 22, 2023 11:20:15 AM

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Looks good

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**From:** Lindsey McDonnell <[lmcdonnell@gcpud.org](mailto:lmcdonnell@gcpud.org)>  
**Sent:** Thursday, June 22, 2023 11:18 AM  
**To:** Chris Heimbigner <[Cheimbigner@gcpud.org](mailto:Cheimbigner@gcpud.org)>; William Coe <[Wcoe@gcpud.org](mailto:Wcoe@gcpud.org)>  
**Cc:** Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>  
**Subject:** FW: Change Order No. 2 for Contract 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022

Chris/Will,

We have legal approval to proceed with moving this change order to the commission packet. By return email, please provide your approval of the attached memo. Ron Alexander has already approved the memo below. Once I have your approvals, I will submit it to the commission packet.

Thank You,

**Lindsey McDonnell**

*Procurement Officer*

PHONE 509-754-7093

EMAIL [lmcdonnell@gcpud.org](mailto:lmcdonnell@gcpud.org)



[grantpud.org](http://grantpud.org)

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**From:** Patrick Bishop <[Pbishop@gcpud.org](mailto:Pbishop@gcpud.org)>  
**Sent:** Thursday, June 22, 2023 11:13 AM  
**To:** Lindsey McDonnell <[lmcdonnell@gcpud.org](mailto:lmcdonnell@gcpud.org)>  
**Subject:** Change Order No. 2 for Contract 130-11080R - Distribution Line Tree Trimming and Removal Services to December 31, 2022

You have Procurement and Legal to proceed with moving this Change Order to the Commission Packet.

Ron Alexander's approval of the Memo is below.

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**From:** Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>  
**Sent:** Tuesday, June 20, 2023 1:16 PM

**To:** Patrick Bishop <[Pbishop@gcpud.org](mailto:Pbishop@gcpud.org)>; William Coe <[Wcoe@gcpud.org](mailto:Wcoe@gcpud.org)>

**Cc:** Tyler Delong <[Tdelong@gcpud.org](mailto:Tdelong@gcpud.org)>; Lindsey McDonnell <[lmcdonnell@gcpud.org](mailto:lmcdonnell@gcpud.org)>; Chris Heimbigner <[Cheimbigner@gcpud.org](mailto:Cheimbigner@gcpud.org)>

**Subject:** RE: Change Orders for Contract 130-11080R

FYI. I just reviewed the Comm letter and approved the change order.

Ron

CHANGE ORDER  
NO. 2

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

- A. Description of Change: Increase the Contract Price as follows:
  - Increase the Estimated Quantity of Bid Item No. 13 from 4,497 hours, as revised in Change Order No. 1, to 7,553 hours.
- B. Time of Completion: The completion date shall remain December 31, 2023.
- C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of \$699,824.00. This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$3,560,037.00, including changes incorporated by this Change Order.
- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2  
of Grant County, Washington

Basin Tree and Pest Service

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Change Order Table

**Contract Title:** Distribution Line Tree Trimming and Removal Services to December 31, 2022

Contract No.	130-11080R	Award Date:	2/22/2022
Project Manager:	Will Coe	Original Contract Amount:	\$2,460,400.00
District Representative (If Different):		Original Contract completion:	12/31/2022
Contractor:	Basin Tree and Pest Services		

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Extend the Contract Completion Date and increase the Estimated Quantities of Bid Item Nos. 13 & 15. The extension of time and increase in Estimated Quantities allows for work to continue under this Contract in 2023.	Managing Director	12/28/22	12/31/23	\$399,813.00	\$2,860,213.00	\$399,813.00
2	Increase the Estimated Quantity of Bid Item No. 13.	Comm		N/A	\$699,824.00	\$3,560,037.00	\$1,099,637.00
Total Change Order Cost Change Amount					1,099,637.00		

# For Commission Review – 07/25/2023

## RESOLUTION NO. XXXX

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 170-11777, FOR SUPPLYING ACSR & AAC CONDUCTOR FOR THE QUINCY TRANSMISSION EXPANSION PLAN (QTEP)

### Recitals

1. Bids were publicly opened on June 14, 2023 for Contract 170-11777, for Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP);
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD's staff;

• Stuart C. Irby Company	\$6,989,236.58
• Border States (Southwire)	\$7,407,732.72
• Border States (Prysmian)	\$9,272,609.92
• Wesco/Anixter (Southwire)	\$8,771,134.68
• Wesco/Anixter (Priority Wire & Cable)	\$8,836,859.50
• General Pacific (CME – Adjustable)	\$8,706,998.02
• General Pacific (CME – Firm)	\$8,910,157.31
• American Wire Group	\$11,204,882.35
3. The low bid, submitted by Stuart C. Irby Company is both commercially and technically compliant with Grant PUD's contract requirements;
4. The bid is less than the Engineer's Estimate of \$17,000,000.00; and
5. Grant PUD's Senior Manager of Power Delivery and General Manager concur with staff and recommend award to Stuart C. Irby Company 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 170-11777, for Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) with Stuart C. Irby Company of Portland, Oregon in the amount of \$6,989,236.58 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 8<sup>th</sup> day of August 2023.

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President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

# **MEMORANDUM**

June 29, 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  
Angel Barahona-Sanchez, Manager of Power Delivery Engineering

FROM: Randall B. Kono, Electrical Engineer

SUBJECT: Award of Contract 170-11777, Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP)

**Purpose:** To request Commission approval to award Contract 170-11777 to Stuart C. Irby Company (Irby) to supply ACSR & AAC Conductor for QTEP in the amount of \$6,989,236.58, plus sales tax.

**Discussion:** Advertisements were placed in newspapers in Grant County, Spokane, Portland and Seattle. The District opened bids on June 14, 2023 at 2:00 PM. The following 8 bids were received:

• Irby (bidding Southwire – Firm Pricing)	\$6,989,236.58
• Border States (bidding Southwire – Adjustable Pricing)	\$7,407,732.72
• General Pacific (bidding CME – Adjustable Pricing)	\$8,706,998.02
• Wesco/Anixter (bidding Southwire)	\$8,771,134.68
• General Pacific (bidding CME – Firm Pricing)	\$8,910,157.31
• Wesco/Anixter (bidding Priority Wire & Cable)	\$8,836,859.50
• Border States (bidding Prysmian)	\$9,272,609.92
• American Wire Group	\$11,204,882.35

The Engineer's Estimate was \$17,000,000.00.

All Bids were evaluated on Total Bid Price, Bidder's Data, Delivery and Technical Specifications.

The Bid submitted by Irby was found to be both commercially and technically compliant after evaluation. The Bid submitted by Irby was the lowest compliant Bid.

**Justification:** This material contract is for supplying conductor (wire) to be used on the following QTEP Projects:

- Columbia – Mountain View 230kV Line
- Mountain View – Monument Hill 230kV Line
- Monument Hill – Rocky Ford 230kV Line
- Mountain View 230kV Loop #1
- Monument Hill 230kV Loop #1
- Wanapum – Mountain View 230kV Line

QTEP will support electrical load growth in Quincy. Planning studies show the current requests for new load exceeds the capacity of the existing transmission system in the area. QTEP facilities will provide additional transmission capacity necessary to serve projected load growth in the Quincy area. Additionally, load requests for Moses Lake and the Wheeler area also impact power flow from Columbia Switchyard, further supporting the capacity increases brought by the QTEP projects. QTEP will also improve reliability by bringing the system into conformance with adopted planning guidelines.

**Financial Consideration:** Sufficient funds are budgeted in Initiatives 243, 274, and 276. The Cost Center is 9400 and Project ID's 103486, 103637, 103636, 103595, 103638, and 103597 have been generated. Jason Stordahl is the Project Manager.

**Recommendation:** Recommend Commission awarding Contract 170-11777 to Irby to supply ACSR & AAC Conductor for QTEP in the amount of \$6,989,236.58, plus sales tax.

**Legal/Audit Review:** See attached email(s).

## Emilie DeLong

---

**From:** Jeff Grizzel  
**Sent:** Tuesday, July 11, 2023 2:19 PM  
**To:** Emilie DeLong; Ron Alexander  
**Cc:** Randy Kono; Angel Barahona-Sanchez; Jesus Lopez  
**Subject:** RE: Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

Approved.

Jeff

---

**From:** Emilie DeLong <Edelong@gcpud.org>  
**Sent:** Tuesday, July 11, 2023 2:18 PM  
**To:** Ron Alexander <ralexander@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>  
**Cc:** Randy Kono <Rkono@gcpud.org>; Angel Barahona-Sanchez <Abaraho@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>  
**Subject:** RE: Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

Thanks, Ron! I just replied to all on Randy's email from yesterday. We should be all covered now.

## Emilie DeLong

*Procurement Officer*

OFFICE 509.754.5088  
EXT. 2469  
EMAIL [edelong@gcpud.org](mailto:edelong@gcpud.org)



[grantpud.org](http://grantpud.org)

---

**From:** Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>  
**Sent:** Tuesday, July 11, 2023 2:15 PM  
**To:** Jeff Grizzel <[Jgrizzel@gcpud.org](mailto:Jgrizzel@gcpud.org)>  
**Cc:** Randy Kono <[Rkono@gcpud.org](mailto:Rkono@gcpud.org)>; Emilie DeLong <[Edelong@gcpud.org](mailto:Edelong@gcpud.org)>; Angel Barahona-Sanchez <[Abaraho@gcpud.org](mailto:Abaraho@gcpud.org)>; Jesus Lopez <[Jlopez@gcpud.org](mailto:Jlopez@gcpud.org)>  
**Subject:** FW: Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo  
**Importance:** High

You are also on this memo, needing your approval sent to the team Jeff. Can we please have your approval?

Ron

## Emilie DeLong

---

**From:** Ron Alexander  
**Sent:** Tuesday, July 11, 2023 2:15 PM  
**To:** Emilie DeLong; Randy Kono  
**Cc:** Angel Barahona-Sanchez; Jesus Lopez  
**Subject:** RE: Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

**Importance:** High

Hi Emilie. I approve of the memo and draft resolution.

Ron

PS Randy/Emily. Are one of you sending this to Jeff?

---

**From:** Emilie DeLong <Edelong@gcpud.org>  
**Sent:** Tuesday, July 11, 2023 1:03 PM  
**To:** Randy Kono <Rkono@gcpud.org>  
**Cc:** Angel Barahona-Sanchez <Abaraho@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>  
**Subject:** Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

Randy,  
Legal has approved the Commission Memo and draft Resolution. Please proceed with obtaining initials; emails from each signer are sufficient in place of a hard signature.

Thank you,

**Emilie DeLong**  
*Procurement Officer*

OFFICE 509.754.5088  
EXT. 2469  
EMAIL [edelong@gcpud.org](mailto:edelong@gcpud.org)



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---

**From:** Randy Kono <[Rkono@gcpud.org](mailto:Rkono@gcpud.org)>  
**Sent:** Monday, July 10, 2023 1:38 PM  
**To:** Emilie DeLong <[Edelong@gcpud.org](mailto:Edelong@gcpud.org)>  
**Cc:** Angel Barahona-Sanchez <[Abaraho@gcpud.org](mailto:Abaraho@gcpud.org)>; Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>; Jesus Lopez <[Jlopez@gcpud.org](mailto:Jlopez@gcpud.org)>

## Emilie DeLong

---

**From:** Jesus Lopez  
**Sent:** Tuesday, July 11, 2023 4:42 PM  
**To:** Emilie DeLong; Ron Alexander; Jeff Grizzel  
**Cc:** Randy Kono; Angel Barahona-Sanchez  
**Subject:** RE: Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

Emilie,

I am unclear if my approval is still needed. In any case, I approve.

Thank you,  
Jesus

---

**From:** Emilie DeLong <Edelong@gcpud.org>  
**Sent:** Tuesday, July 11, 2023 2:18 PM  
**To:** Ron Alexander <ralexander@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>  
**Cc:** Randy Kono <Rkono@gcpud.org>; Angel Barahona-Sanchez <Abaraho@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>  
**Subject:** RE: Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

Thanks, Ron! I just replied to all on Randy's email from yesterday. We should be all covered now.

## Emilie DeLong

*Procurement Officer*

OFFICE 509.754.5088  
EXT. 2469  
EMAIL [edelong@gcpud.org](mailto:edelong@gcpud.org)



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**From:** Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>  
**Sent:** Tuesday, July 11, 2023 2:15 PM  
**To:** Jeff Grizzel <[Jgrizzel@gcpud.org](mailto:Jgrizzel@gcpud.org)>  
**Cc:** Randy Kono <[Rkono@gcpud.org](mailto:Rkono@gcpud.org)>; Emilie DeLong <[Edelong@gcpud.org](mailto:Edelong@gcpud.org)>; Angel Barahona-Sanchez <[Abaraho@gcpud.org](mailto:Abaraho@gcpud.org)>; Jesus Lopez <[Jlopez@gcpud.org](mailto:Jlopez@gcpud.org)>  
**Subject:** FW: Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo  
**Importance:** High

You are also on this memo, needing your approval sent to the team Jeff. Can we please have your approval?



## Emilie DeLong

---

**From:** Angel Barahona-Sanchez  
**Sent:** Tuesday, July 11, 2023 1:12 PM  
**To:** Emilie DeLong  
**Cc:** Ron Alexander; Jesus Lopez; Randy Kono  
**Subject:** RE: Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

Emilie,

I also approve the Contract 170-11777 Award Memo.

Angel

---

**From:** Randy Kono <Rkono@gcpud.org>  
**Sent:** Tuesday, July 11, 2023 1:10 PM  
**To:** Emilie DeLong <Edelong@gcpud.org>  
**Cc:** Angel Barahona-Sanchez <Abaraho@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>  
**Subject:** RE: Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

Hi Emilie...

I approve the Contract 170-11777 Award Memo.

Thank you,  
Randy

---

**From:** Emilie DeLong <[Edelong@gcpud.org](mailto:Edelong@gcpud.org)>  
**Sent:** Tuesday, July 11, 2023 1:03 PM  
**To:** Randy Kono <[Rkono@gcpud.org](mailto:Rkono@gcpud.org)>  
**Cc:** Angel Barahona-Sanchez <[Abaraho@gcpud.org](mailto:Abaraho@gcpud.org)>; Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>; Jesus Lopez <[Jlopez@gcpud.org](mailto:Jlopez@gcpud.org)>  
**Subject:** Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

Randy,  
Legal has approved the Commission Memo and draft Resolution. Please proceed with obtaining initials; emails from each signer are sufficient in place of a hard signature.

Thank you,

**Emilie DeLong**  
*Procurement Officer*

OFFICE 509.754.5088  
EXT. 2469

## Emilie DeLong

---

**From:** Randy Kono  
**Sent:** Tuesday, July 11, 2023 1:10 PM  
**To:** Emilie DeLong  
**Cc:** Angel Barahona-Sanchez; Ron Alexander; Jesus Lopez  
**Subject:** RE: Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

Hi Emilie...

I approve the Contract 170-11777 Award Memo.

Thank you,  
Randy

---

**From:** Emilie DeLong <Edelong@gcpud.org>  
**Sent:** Tuesday, July 11, 2023 1:03 PM  
**To:** Randy Kono <Rkono@gcpud.org>  
**Cc:** Angel Barahona-Sanchez <Abaraho@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>  
**Subject:** Contract 170-11777 - Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) - Commission Memo

Randy,  
Legal has approved the Commission Memo and draft Resolution. Please proceed with obtaining initials; emails from each signer are sufficient in place of a hard signature.

Thank you,

**Emilie DeLong**  
*Procurement Officer*

OFFICE 509.754.5088  
EXT. 2469  
EMAIL [edelong@gcpud.org](mailto:edelong@gcpud.org)



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---

**From:** Randy Kono <[Rkono@gcpud.org](mailto:Rkono@gcpud.org)>  
**Sent:** Monday, July 10, 2023 1:38 PM  
**To:** Emilie DeLong <[Edelong@gcpud.org](mailto:Edelong@gcpud.org)>  
**Cc:** Angel Barahona-Sanchez <[Abaraho@gcpud.org](mailto:Abaraho@gcpud.org)>; Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>; Jesus Lopez <[Jlopez@gcpud.org](mailto:Jlopez@gcpud.org)>  
**Subject:** RE: Award of Contract 170-11777, Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP)

Hi Emilie...

Please process the attached memo.

Thank you,  
Randy

---

**From:** Emilie DeLong <[Edelong@gcpud.org](mailto:Edelong@gcpud.org)>  
**Sent:** Monday, July 10, 2023 1:19 PM  
**To:** Randy Kono <[Rkono@gcpud.org](mailto:Rkono@gcpud.org)>; Jesus Lopez <[Jlopez@gcpud.org](mailto:Jlopez@gcpud.org)>  
**Cc:** Angel Barahona-Sanchez <[Abaraho@gcpud.org](mailto:Abaraho@gcpud.org)>; Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>  
**Subject:** RE: Award of Contract 170-11777, Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP)

Randy,  
Per the Commission Meeting Materials Deadline Schedule, packet materials for the July 25<sup>th</sup> meeting are due by Thursday, July 13<sup>th</sup> at 11:30 AM. The Memo needs to be sent to me prior to being initialed. I will draft a Commission Resolution and upload both to the Contract Dashboard in C365. Once the Memo, Resolution, and Commercial/Technical Evaluation have been reviewed and approved by legal, I will compile a packet with all documentation and send it to you. At this point, it will be ready to be initialed by all parties. After you send the signed version back to me, I will approve the tasks to submit it to the Commission Packet.

Thank you,

**Emilie DeLong**  
*Procurement Officer*

OFFICE 509.754.5088  
EXT. 2469  
EMAIL [edelong@gcpud.org](mailto:edelong@gcpud.org)



[grantpud.org](http://grantpud.org)

---

**From:** Randy Kono <[Rkono@gcpud.org](mailto:Rkono@gcpud.org)>  
**Sent:** Monday, July 10, 2023 10:55 AM  
**To:** Jesus Lopez <[Jlopez@gcpud.org](mailto:Jlopez@gcpud.org)>; Emilie DeLong <[Edelong@gcpud.org](mailto:Edelong@gcpud.org)>  
**Cc:** Angel Barahona-Sanchez <[Abaraho@gcpud.org](mailto:Abaraho@gcpud.org)>; Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>  
**Subject:** RE: Award of Contract 170-11777, Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP)

Hi Jesus...

I will need to ask Emilie DeLong. My understanding is I will collect initials on the memo this week (on Tuesday), and provide it to Emilie (on Tuesday) so that it can be included with the Commission packet by this Wednesday at noon.

Emilie, can you verify Procurement submits the initialed memo into the packet for the July 25<sup>th</sup> Commission Meeting?

Thank you,  
Randy

---

**From:** Jesus Lopez <[Jlopez@gcpud.org](mailto:Jlopez@gcpud.org)>  
**Sent:** Monday, July 10, 2023 10:41 AM  
**To:** Randy Kono <[Rkono@gcpud.org](mailto:Rkono@gcpud.org)>; Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>  
**Cc:** Angel Barahona-Sanchez <[Abaraho@gcpud.org](mailto:Abaraho@gcpud.org)>  
**Subject:** RE: Award of Contract 170-11777, Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP)

Hi Randy,

Has the memo received Procurement and Legal review/approval?

Jesus

---

**From:** Randy Kono <[Rkono@gcpud.org](mailto:Rkono@gcpud.org)>  
**Sent:** Monday, July 10, 2023 9:57 AM  
**To:** Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>  
**Cc:** Angel Barahona-Sanchez <[Abaraho@gcpud.org](mailto:Abaraho@gcpud.org)>; Jesus Lopez <[Jlopez@gcpud.org](mailto:Jlopez@gcpud.org)>  
**Subject:** Award of Contract 170-11777, Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP)

Hi Ron...

Per our conversation this morning... The attached memo will be coming to you this week for your review and initials. This memo will be in the Commission Packet for the July 25 meeting (review and award).

Best regards,  
Randy

**Randall B. Kono, P.E.**

Electrical Engineer  
Grant County PUD  
PO Box 878  
Ephrata, WA 98823  
Phone: (509) 793-1422  
Email: [rkono@gcpud.org](mailto:rkono@gcpud.org)

Contract Documents 170-11777

Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan  
(QTEP)

for

Public Utility District No. 2  
of Grant County, Washington

Bid Due Date: June 6, 2023

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## INSTRUCTIONS TO BIDDERS

### 1. SUBMISSION OF BID

Sealed Bids shall be received by Public Utility District No. 2 of Grant County, Washington at the District's contracting offices at 154 A Street SE, Ephrata, Washington no later than 2:00 p.m. on June 6, 2023 for Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) as specified in Contract Documents 170-11777. Bids received after that time shall be rejected as non-responsive. **Bids will be opened on June 7, 2023 at 2:00 p.m. via Microsoft Teams video conference. Note that all District facilities are currently closed to the public until further notice and the video conference will be the only manner by which the public can participate in the Bid opening. To participate in the Bid opening, please join the Teams meeting below:**

### Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 263 476 856 100

Passcode: fDwKaR

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

**Or call in (audio only)**

[+1 509-703-5291,,242558656#](#) United States, Spokane

Phone Conference ID: 242 558 656#

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](mailto: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: 170-11777

Bid for: Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP)

Bid due date: June 6, 2023

Bid opening: June 7, 2023

Each Bid submitted shall constitute an offer to the District and shall be irrevocable for a period of 45 days following Bid opening. Contract Award, if any, shall be made within 45 days from the date of Bid opening.



2. COMPLIANCE WITH BID DOCUMENTS/BIDDER'S EXCEPTIONS

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

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

3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS

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

4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS

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

5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID

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

6. BID DELIVERY RESPONSIBILITY

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

time established in Section 1 above or by addendum. It shall also be the sole responsibility of the Bidder to ensure that Bids are properly addressed and labeled in accordance with Section 1 above.

7. BID EVALUATION

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

- A. Total Bid Price.
- B. Bidder's Data (See Instruction No. 8 which follows). NOTE: Any Bid which does not contain all Bidder's Data indicated in Section 8 as "required", if any, shall be rejected.
- C. The District, in evaluating its requirements with regard to its financial obligations and power commitments to its customers, has determined that it must take every step prudent to ensure the prompt delivery of material described in the Bid document. The District has determined that prompt delivery of material can be best assured if Bidders have and will continue to have manufacturing establishments, which can provide for this material upon the North America continent. Therefore, no Bid shall be considered unless the Bidder, and/or the manufacturer of the material being proposed by said Bidder, is proposing material, as specified in this Bid document, that is manufactured in a location that is not within the North American continent.
- D. All elements or factors which will affect the final cost to or benefits to be derived by the District which may include, but not be limited to:
  - 1. The ability, capacity, and experience of the Bidder to perform the Contract or provide the material/equipment required;
  - 2. Whether the Bidder can deliver the required material/equipment within the time specified; and
  - 3. The quality of the Bidder's performance on previous contracts.

8. BIDDER'S DATA

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

- A. The Bidder shall have had a minimum of three years' experience in the successful delivering, servicing and maintenance of the type of equipment/material specified by these Contract Documents prior to submission of its Bid. Bidder shall provide a representative user's list with addresses, phone contacts, and material delivery dates to document the experience requirement. The Bidder shall be a factory franchised new equipment/material dealer with full parts, service and warranty capacity.
- B. Product specifications, descriptive literature, and performance data for items of standard manufacture.
- C. Manufacturer's routine inspection and test plan.

- D. Manufacturer's history of supply. Submit documentation to demonstrate at least ten continuous years of experience manufacturing wire at the exact facility being utilized to manufacture the wire Bidder is offering.
- E. Manufacturer and location of the manufacturing plant.

9. BID BOND

Each Bid shall be accompanied by a certified or cashier's check payable to the order of Public Utility District No. 2 of Grant County, Washington for a sum not less than 5% of the amount of the Total Bid Price, or accompanied by a Bid Bond on the form provided as Exhibit "B", in an amount not less than 5% of the Total Bid Price with a corporate surety licensed to do business in the State of Washington, conditioned that the Bidder shall pay the District as liquidated damages the amount specified in the bond, unless Bidder enters into a Contract in accordance with their Bid and furnishes the Payment and Performance Bond hereinafter mentioned within 10 days from Contract Award. If a Bid is rejected, or if a Bid is accepted and a Contract Form executed, any check shall be returned in each instance within a period of 10 days to the Bidder furnishing the same. If the Bid is one of the three low Bids, such check or bond shall be held by the District until Contract Documents are fully executed by the District and successful Bidder and the Payment and Performance Bond provided per Section 13. If a Bid Bond was provided, 30 days following this period, the original Bid Bond shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. The Bidder's failure to submit its Bid Bond on the form attached to the Contract Documents may result in rejection of the Bid.

10. WAIVE MINOR ERRORS

The District reserves the right to waive minor errors or irregularities in any Bid if it appears to the District that such errors or irregularities in any Bid were made through inadvertence and are not material. Any errors or irregularities so waived must be corrected on the Bid on which they occur prior to the execution of any Contract Form which may be awarded thereon. No Bidder may withdraw their Bid after the hour set for the opening thereof, unless and until Contract Award has been delayed for a period exceeding 45 days after the date of Bid opening.

11. DISTRICT'S RIGHT TO REJECT BIDS

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

12. REFUSAL TO EXECUTE CONTRACT

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

13. PAYMENT AND PERFORMANCE BOND

To assure compliance with the terms of the Contract, the Contractor shall furnish a Payment and Performance Bond in an amount equal to 25% of the amount of the Contract Price, excluding

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

14. PUBLIC RECORDS ACT

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

15. CONTRACT DOCUMENTS

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

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

16. BIDDER QUESTIONS OR CLARIFICATIONS

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

## GENERAL CONDITIONS

### GC-1. FORM OF CONTRACT

The form of the Contract shall be unit price type.

### GC-2. DEFINITIONS

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

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

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

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

“BID ITEM PRICE” - The correctly calculated (extended) price of all units of each Bid Item (Bid Unit Price times Estimated Quantity).

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

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

“CONTRACT AWARD” - Contract Award is defined as the date the successful Bidder is first notified in writing that the District has accepted the Contractor's Bid. Contract Award, if any, shall be made within 45 days after the date of Bid opening.

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

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

“CONTRACTOR” - The successful Bidder who is awarded the Contract to supply the materials or equipment covered by these Contract Documents.

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

“DISTRICT REPRESENTATIVE” - The employee designated by the District as its representative during the term of this Contract.

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

“SUBCONTRACTOR” - A contractor/supplier hired by the Contractor to supply materials, equipment or services related to these Contract Documents, if any.

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

GC-3. SUSPENSION OF CONTRACT OTHER THAN FOR DEFAULT

The District may, at its sole option, by notice in writing to the Contractor suspend or terminate at any time the performance of any portion or this entire Contract. The Contractor shall use its best efforts to minimize costs associated with suspension or termination.

- A. Upon receipt of any such notice, the Contractor shall:
  - 1. Immediately discontinue work as specified in the notice;
  - 2. Place no further orders or subcontracts for material, services, or equipment with respect to suspended or terminated portion of the Contract;
  - 3. Promptly suspend or terminate all orders, subcontracts, and rental agreements to the extent they relate to performance of the portion of the Contract suspended or terminated;
  - 4. Assist District Representative or District in the maintenance, protection, and disposition of work in progress, plant, tools, equipment property, and materials acquired by Contractor or furnished by Contractor under this Contract; and
  - 5. Complete performance of the portion of the Contract which is not terminated.
- B. As full compensation for such suspension the Contractor shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:
  - 1. A standby charge, as determined to be equitable by the District Representative, to be paid to the Contractor during a period of suspension of work sufficient to compensate the Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the work in a standby status;
  - 2. All reasonable costs, as determined to be equitable by the District Representative, associated with any demobilization and remobilization of the Contractor's plant, forces, and equipment;
  - 3. Any claim on the part of the Contractor for additional time or compensation shall be made within 10 days after receipt, by Contractor, of a notice to suspend work. Failure to submit a claim within the 10 day period shall constitute a waiver of any such claim; and
  - 4. In no event shall the amount to be paid the Contractor pursuant to this section exceed the Contract Price.
- C. Upon receipt of notice to resume suspended work, the Contractor shall immediately resume performance of the suspended portion of the Contract to the extent required in the notice. Any claim on the part of the Contractor for time or compensation shall be made within 10 days after receipt of notice to resume work and the Contractor shall submit a revised project schedule for review.
- D. Upon delivery of a written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of any such notice, the Contractor shall take all appropriate steps in part A of this Section GC-3.

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

If such termination is effected after Contract Award, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor in the preparation of Bidder's Bid plus 15% of such costs. If Contractor has commenced performance hereunder, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor as determined by the physical progress of the work satisfactorily completed to date, plus 10% of the sum of all such costs; provided, said payment shall not in any event exceed the Contract Price hereunder. The payment of the District shall constitute full and complete satisfaction and settlement for the Contractor's overhead, anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever. The Contractor shall be entitled to no further payments whatsoever for the work.

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

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

#### GC-4. TERMINATION FOR DEFAULT/NONCOMPLIANCE

##### A. Acts of Default

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

##### B. Consequences of Default

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

##### C. Noncompliance

The Contractor shall, upon receipt of written notice of noncompliance with any provision of this Contract and the action to be taken, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or Contractor's representative, shall be deemed sufficient. If the Contractor fails or refuses to comply promptly, the District Representative may issue an order to suspend all or any part of the

work. When satisfactory corrective action is taken, an order to resume work shall be issued. No part of the time lost due to any such suspension order shall entitle the Contractor to any extension of time for the performance of the Contract or to reimbursement for excess costs or damages.

GC-5. ASSIGNMENT

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

GC-6. INDEMNITY

- A. Contractor shall defend, indemnify and hold harmless the District and its representatives (which shall be deemed to include the District's directors, officers, employees and agents) from and against any and all liabilities, claims, losses, damages or expenses of any type or kind, including reasonable legal fees, and expert witness fees, which may be incurred or sustained by the District or its representatives by reason of any act, omission, misconduct, negligence, or default on the part of the Contractor or arising in connection with the supplies, material or equipment to be furnished pursuant to these Contract Documents.
- B. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the Contractor. In the event of damages to person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence.
- C. Contractor acknowledges that by entering into a contract with the District, Contractor has mutually negotiated the above indemnity provisions with the District. Contractor's indemnity and defense obligations shall survive the termination or completion of the Contract and remain in full force and effect until satisfied in full.

GC-7. LAWS, REGULATIONS, PERMITS

The Contractor represents that it is familiar with, and shall be governed by and comply with, all federal, state and local statutes, laws, ordinances, and regulations including amendments and changes as they occur. The Contractor and any Subcontractors shall be responsible for ensuring that its employees fully comply with the District's Code of Ethics, a copy of which is available at the District's offices.

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



GC-8. DAMAGES

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

GC-9. WARRANTY

The Contractor agrees that all materials and equipment furnished pursuant to the Contract shall be free from all inherent defects in design, workmanship and material and shall give proper and continuous service under all conditions of service required and specified or which may be reasonably inferred from the Contract Documents. The Contractor shall immediately upon receiving notice from the District repair or replace any materials or equipment which, under normal and proper use, prove defective within one year from the date of delivery to the District. The warranty provided herein is in addition to and not in lieu of manufacturer's standard warranty normally provided.

If at any time prior to the expiration of the warranty period, Contractor or District discovers any defect in such design, materials or workmanship, the Contractor shall, upon written notice from the District given within a reasonable time after discovery, correct such defects to the satisfaction of the District by redesigning, repairing or replacing the defective work at a time acceptable to District. All costs incidental to such corrective action including but not limited to removal, disassembly, reinstallation, reconstruction, re-testing and re-inspection as may be necessary to correct the defect or demonstrate that the previously defective work conforms to the requirements of the Contract shall be borne by the Contractor.

Contractor shall not be liable to the District either in contract or in tort (including negligence or strict liability) for consequential damages consisting of the District's loss of profits, its loss of revenue or its cost of replacement power.

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

GC-10. CHANGES IN WORK

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

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

- A. Unit prices specified in the Bid Form.
- B. An agreed lump sum. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including, as applicable:
  - 1. Detailed proposed labor categories, hours, and rates.
  - 2. Specific materials and quantities.
  - 3. Equipment and equipment hours.
  - 4. Administrative cost and profit.
- C. The actual cost related to the change of:
  - 1. Labor, including foreman, only for employees who will work directly on the work covered by the Change Order.
  - 2. Materials entering permanently into the work.
  - 3. The ownership or rental cost of plant and equipment during the time of use on the project.
  - 4. Power and consumable supplies for the operation of power equipment.
  - 5. Insurance.
  - 6. Social Security and old age and unemployment contributions.
  - 7. To the sum of Items 1, 2, 4, 5, and 6 inclusive, there shall be added a fixed fee of 15%. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

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

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

If the Contractor believes the instruction shall result in additional costs or time extensions, Contractor shall promptly notify the District of the same and not proceed with the changes.

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

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

#### GC-11. PAYMENT

The Contractor may submit an invoice for payment following delivery of the specified equipment/material, which conforms to the Contract Documents. The invoice shall contain detailed information identifying the number of units of each Bid Item actually furnished multiplied by the applicable Bid Unit Price. The invoice shall be submitted for District verification and approval. Payment will be made to the Contractor within 30 days after the District has inspected the equipment/material and has determined that it is in conformance with the Contract Documents. If accepted by the Contractor on the Bid Form and the District issues payment within 10 days, the payment due shall be reduced by 2%.

Invoices shall include the Contract number 170-11777 and be addressed as follows:

Public Utility District No. 2  
of Grant County, Washington  
Attn: Accounts Payable  
PO Box 878  
Ephrata, WA 98823  
  
Phone: (509) 793-1450  
E-mail: [AccountsPayable@gcpud.org](mailto:AccountsPayable@gcpud.org)

#### GC-12. PAYMENTS WITHHELD

The District may withhold the whole or part of any certificate for payment to such extent as may be reasonably necessary to protect itself from loss on account of:

- A. Defective or damaged work not remedied or warranties not met.
- B. Claims filed or reasonable evidence indicating filing of claims against the Contractor.
- C. Failure of the Contractor to make payments properly to Subcontractors or for materials, labor, or equipment.
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E. Damage to or loss of District-furnished materials or District property.
- F. Contractor's failure to meet any performance warranties required by the Contract Documents.

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

#### GC-13. INSPECTION

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

The District Representative shall be kept informed of the production schedules so that inspections may be adequately performed. The Contractor shall give timely notice of any changes to the production schedule requiring inspection. Examination of questioned work may be ordered by the District Representative, and, if so ordered, the work must be uncovered or made accessible by the Contractor. If such work is found to be in accordance with the Contract Documents, the District shall pay the costs of examination and restoration. If such work is found not to be in accordance with the Contract Documents, the Contractor shall bear such cost and expedite such necessary corrections.

#### GC-14. CONFLICT AND PRECEDENCE/INTENT

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

#### GC-15. TAXES

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

#### GC-16. NON-WAIVER

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

#### GC-17. DISTRICT REPRESENTATIVE'S STATUS, AUTHORITY AND PROTEST PROCEDURE

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

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

All claims of the Contractor and all questions relating to the interpretation of the Contract, including all questions as to the acceptable fulfillment of the Contract on the part of the Contractor and all

questions as to compensation, shall be submitted in writing to the District Representative for determination within the applicable time period specified in the Contract Documents.

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

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

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

Randall B. Kono  
Public Utility District No. 2  
of Grant County, Washington  
PO Box 878  
Ephrata, WA 98823  
(509) 754-5088, Ext. 4184  
Rkono@gcpud.org

#### GC-18. ACTIVITIES ON DISTRICT PREMISES

If Contractor or any of its Subcontractors or suppliers of any tier performs any activities on premises owned, leased, possessed or controlled by the District, Contractor shall:

- A. Take all precautions which are necessary to prevent injury to persons and damage to any property or the environment in connection with such activities;
- B. Release, defend, indemnify and hold harmless the District and its officers, agents, and employees from all claims, losses, harm, liabilities, damages, costs and expenses, including but not limited to reasonable attorney's fees that may arise in connection with such activities; and
- C. Maintain in effect at all times during performance of such activities Commercial General Liability insurance (including blanket contractual) with limits not less than \$1,000,000 per occurrence; automobile liability for all vehicles used under the contract for bodily injury, and property damage with limits not less than \$1,000,000 per accident; statutory workers' compensation; and employer's liability with limits not less than \$1,000,000. Without limiting the generality of the foregoing, Contractor assumes potential liability for acts brought by Contractor's employees, Subcontractors, or suppliers of any tier.

- D. Upon request, the Contractor shall promptly furnish to District such certificates of insurance and other evidence of the insurance required under this section naming the District as Additional Insured. The District shall have the right but not the obligation of prohibiting the Contractor or its Subcontractors from entering District premises until such certificates have been provided as evidence of compliance with these requirements.

GC-19. 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.

## SPECIFIC REQUIREMENTS

### SR-1. SCOPE OF SUPPLY

The Contractor shall supply ACSR and AAC conductor manufactured in accordance with these Contract Documents.

### 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; (3) providing the required Payment and Performance Bond; and (4) receipt of the District issued purchase order.

Delivery of the ACSR and AAC conductor shall be no later than October 11, 2024. Delivery shall be F.O.B. the District's Moses Lake Warehouse. This shall mean that the Contractor will pay the cost of transportation to have the ACSR and AAC conductor delivered "free on board" to the District's Moses Lake Warehouse located at 10216 Kinder Road NE, Moses Lake, Washington. It also shall mean that the title and risk of loss do not pass until the ACSR and AAC conductor has been inspected and moved from the conveyance.

### SR-3. REELS, SHIPPING, AND MARKING INSTRUCTIONS

All wire shall be delivered on steel reels that conform to the applicable requirements of the latest publication NEMA WC 26/EEMAC 201-2008 Binational Wire and Cable Packaging Standard.

All materials and equipment shall be suitably packed to ensure against damage from weather or transportation and in accordance with the requirements of common carriers. The delivery address and Contract number shall be clearly marked on the outside of all packaging. Each shipment must be accompanied by a packing list, which shall reference the Contract number, the purchase order number and include item descriptions, part numbers, and quantities. Any bills of lading, shipping order or the like shall also contain the above listed information.

1. Each reel shall be legibly marked with the Bid Item Number, item description, wire length in feet, gross tare and weight, and the District Contract number. The same information shall be marked on a tag attached to the end of the wire on the reel.
2. Each reel shall contain one continuous length of wire. Length tolerance of -0%/+5% from the requested reel length is allowable. However, the District will only pay the Bid Unit Price for the reel. Any reel that does not meet the required length will be rejected.
3. All wire shall be shipped on reels with both ends securely fastened to the reel. All wire shall be properly protected to ensure delivery without damage during shipping and handling operations. Outer layers of reeled wire shall be covered by a heavy-duty weatherproof cushioning material.
4. All wire shall be shipped on an open flatbed truck. The District will not accept any wire shipped in an enclosed van.
5. All reels shall be shipped in an upright manner. Any reels shipped on their side flange will be marked "rejected" and returned freight collect to the manufacturer.



SR-4. RETURNABLE REELS

**The District’s preference is that all Bid Items be supplied on non-returnable reels.** If the Bidder must supply the wire on returnable reels for any or all of the Bid Items, this Section SR-4 shall apply.

If the Bidder uses returnable reels and requires a deposit to be paid on the returnable reels, the following maximum deposit schedule will apply:

Returnable Reel Deposit Schedule:

Aluminum Association Reel Designation	Maximum Deposit
RM 66:32	\$1,370.00
RM 68:38	\$1,500.00
RMT 84:36	\$2,150.00
RMT 84:45	\$2,280.00
RMT 90:45	\$2,470.00
RMT 96:60	\$2,800.00

If no deposit cost is identified on the Bid Form, the Bidder agrees the reel is a non-returnable reel, which will be disposed of by the District.

If the Bidder charges a deposit, the Bidder agrees to a complete refund for all reels returned within 24 months. For reels returned after 24 months, but within 36 months, the refund shall be at least 75% of the original deposit amount. Deposits for reels returned after 36 months shall be refunded at a minimum of 50% of the original deposit amount.

Refund times shall be determined by the interval between last delivery date for the Contract and notice to the successful Bidder that a reel is available for pick-up.

The successful Bidder shall pay all freight for the reel return and the cost of such freight shall be included in the Bid Item Price.

Reels shall be stored in the vicinity of Moses Lake, Washington and the successful Bidder shall receive notice that reels are ready for pick up when there are enough reels for a full flat bed, (45 feet of free board) or when the final reels are ready for pick-up. Reels will be picked up within 15 days of the District providing notice. Refunds shall be sent by check or other method approved by the District’s Treasurer and shall be paid within the earliest of 30 days of pick-up or 45 days of notice that the reels are available for pick up to:

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

Reels shall be inspected at delivery and damage or wear shall be documented. Normal wear shall not reduce the return deposits allowance.

SR-5. CODES AND STANDARDS

Design and manufacture of the specified wire for QTEP shall be in accordance with applicable sections of the latest revision of the codes and standards denoted in the Technical Specifications.

SR-6. SHIPPING AND NOTIFICATION INSTRUCTIONS

All materials and equipment shall be suitably packed to ensure against damage from weather or transportation and in accordance with the requirements of common carriers. The delivery address and Contract number shall be clearly marked on the outside of all packaging. Each shipment must be accompanied by a packing list, which shall reference the Contract number, the purchase order number and include item descriptions, part numbers, and quantities. Any bills of lading, shipping order or the like shall also contain the above listed information.

Advance notification of shipment of the equipment/material is required. Contractor shall notify the District's Warehouse Foreman, Gary Carpenter at (509) 754-5088, Ext. 3213, 48 hours prior to delivery of shipment. Failure by the Contractor to provide the advance notification specified herein may result in delays in unloading and receipt. The costs of all such delays shall be charged to the Contractor's account.

District receiving hours are Monday through Thursday, 6:30 a.m. – 12:00 p.m. and 12:30 p.m. – 3:30 p.m. No deliveries will be received on District observed holidays or during any other times unless specific prior arrangements have been made with the District's Warehouse Foreman. District observed holidays are as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

SR-7. 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: Note: The Contractor Security Plan Information is a document located on the Hydro homepage, hydro operations, hydro SOPs, policies/procedures, scroll down to the bottom of that page to 03-Security and click on Hydro Security-Contractors.

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

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

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

The District reserves the right to conduct or to require Contractor to conduct criminal background checks on its employee(s) before granting such individuals access to restricted areas of District facilities or Protected Information. Criminal background checks may be conducted in such depth as the District reasonably determines to be necessary or appropriate for the type of access to be granted. The cost of such background checks shall be borne by the Contractor. If your contract includes the Background Check language, you can remove this paragraph as it says the same thing.

Contractor's personnel accepting clearances, superintendents and foreman will be required to attend a safe clearance procedure training class and Contractor's orientation class prior to starting field work. Classes may last up to two hours.

**SR-8. 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.

## TECHNICAL SPECIFICATIONS

### TS-1 GENERAL

This specification covers the design, manufacture, and delivery of wire for use on a 230kV overhead transmission line project. This specification will cover the following types of wire:

- Aluminum Conductor Steel Reinforced (ACSR)
- All Aluminum Conductor (AAC)

### TS-2 STANDARDS

The materials, construction and tests for this wire shall conform to the applicable requirements of the latest publication of the American Society for Testing Materials (ASTM), the American National Standards Institute (ANSI), the National Electric Manufacturers Association (NEMA), and the Institute of Electrical and Electronics Engineers (IEEE), and the Aluminum Association Publication #50.

For **ACSR** the following Standards shall apply:

- ASTM B-230 Aluminum Wire, 1350-H19 for Electrical Purposes.
- ASTM B498 Standard Specifications for Zinc-Coated (Galvanized) Steel Core Wire for use in Overhead Electrical Conductors.
- ASTM B-232 Aluminum Conductors, Concentric-Lay-Stranded, Coated Steel Reinforced (ACSR).
- NEMA WC-26 Binational Wire and Cable Packaging Standard.
- ANSI H35.1 Alloy & Temper Designation System For Aluminum.
- ASTM B263 Standard Test Method for Determination of Cross Sectional Area of Stranded Conductors.
- ASTM B193 Standard for Test Methods for Resistivity of Electrical Conductor Materials.
- ASTM B354 Standard Terminology Relation to Uninsulated Metallic Electrical Conductors.

For **ACSS** the following Standards shall apply:

- ASTM Standard B856 Standard Specification for Concentric-Lay-Stranded Aluminum Conductors, Coated-Steel Supported (ACSS).
- ASTM Standard B500 Standard Specification for Metallic-Coated Stranded Steel Core for Use in Overhead Electrical Conductors.
- ANSI Standard H35.1 Standard Aluminum Alloy 1350 UNS A91350 in accordance with Practice E527.
- ASTM Standard B193 Standard Test Methods for Resistivity of Electrical Conductor Materials.
- ASTM Standard B609 Standard Specifications for Aluminum 1350 Round Wire, Annealed and Intermediate Tempers, for Electrical Purposes.
- ASTM B802 Standard Specifications for Zinc-5% Aluminum Mischmetal Alloy-Coated Steel Core Wire for Aluminum Conductors, Steel Reinforced.
- ASTM B803 Standard Specifications for High-Strength Zinc-5% Aluminum Mischmetal Alloy- Coated Steel Core Wire for Aluminum Conductors, Steel Reinforced.

- ASTM Standard B263 Standard Test Method for Determination of Cross Sectional Area of Stranded Conductors.
- ASTM Standard B354 Terminology Relating to Uninsulated Metallic Electrical Conductors.

For AAC the following Standards shall apply:

- ASTM Standard B231 Standard Specification for Concentric-Lay-Stranded Aluminum 1350 Conductors.
- ANSI Standard H35.1 Standard Aluminum Alloy 1350 UNS A91350 in accordance with Practice E527.
- ASTM Standard B193 Standard Test Methods for Resistivity of Electrical Conductor Materials.
- ASTM Standard B230 Standard Specifications for Aluminum 1350-H19 Wire for Electrical Purposes.
- ASTM Standard B263 Standard Test Method for Determination of Cross Sectional Area of Stranded Conductors.
- ASTM Standard B354 Terminology Relating to Uninsulated Metallic Electrical Conductors.

TS-3 ITEM DESCRIPTIONS

1. Twenty Seven (27) reels of 1272 ACSR

- Code word “Bittern”
- 45/7 Al/Stl Stranding
- Overall cable diameter to be 1.345 inches.
- Rated breaking strength shall be 34,100 pounds.
- Nominal D.C. resistance 0.135 ohms/1000Ft. @ 20°C.
- Steel core wires to be class A galvanizing

The reel quantity and wire length are as follows:

Reel Quantity	Wire Length (feet)
27	11,250

2. One Hundred Twenty-seven (127) reels of 795 ACSS

- Code word “Drake/ACSS”.
- 26/7 Al/Stl Stranding
- Overall cable diameter to be 1.108 inches.
- Rated breaking strength shall be 25,900 pounds.
- Nominal D.C. resistance 0.0210 ohms/1000Ft. @ 20°C.

The reel quantity and wire length are as follows:

Reel Quantity	Wire Length (feet)
127	10,400

3. One Hundred Twelve (112) reels of 795 AAC

- Code word “Arbutus”.
- 37 Strand.
- Overall cable diameter to be 1.026 inches.
- Rated breaking strength shall be 13,900 pounds.
- Nominal D.C. resistance 0.0217 ohms/1000Ft. @ 20°C.

The reel quantity and wire length are as follows:

Reel Quantity	Wire Length (feet)
112	9,920

4. Eighteen (18) reel of 336.4 AAC

- Code word “Tulip”.
- 19 Strand.
- Overall cable diameter to be 0.665 inches.
- Rated breaking strength shall be 6,150 pounds.
- Nominal D.C. resistance 0.0514 ohms/1000Ft. @ 20°C.

The reel quantity and wire length are as follows:

Reel Quantity	Wire Length (feet)
18	12,030

TS-4 INSPECTION, TESTS, AND DOCUMENTATION

1. The District shall at any reasonable time be permitted to have a representative visit the Contractor’s factory for the purpose of witnessing manufacture of the wire to ascertain if the material and manufacturing process conforms to the specifications and to determine if the work is progressing at a proper rate to meet the scheduled shipment.
2. The manufacturer shall make adequate in-process and final inspection tests to determine that the items manufactured under these specifications conform in every respect with all requirements contained herein and that all non-conforming items be rejected from any shipment. Bidders are to submit their routine inspection and test plan with the Bid (see Instructions to Bidders Section 8.C).

TS-5 CERTIFICATION

The manufacturer shall provide the District with certification(s) showing that the material used to construct the wire was manufactured as required. This shall show that all tests, inspections and required processes were completed as required by the material specifications. The manufacturer shall also provide the District with certification that the constructed wire meets or exceeds all the requirements of the standards listed and all the contract requirements of the District.

**EXHIBIT “A” - BID FORM**

COMPANY NAME OF BIDDER: \_\_\_\_\_  
 (Full Legal Name)

MANUFACTURER: \_\_\_\_\_

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

Bid Item No.	Description	Quantity (Reels)	Bid Unit Price	Bid Item Price
1	Reels of 1272 ACSR, reference TS-3.1 Required length: 11,250 feet / reel	27	\$	\$
2	Reels of 795 ACSS, reference TS-3.2 Required length: 10,400 feet / reel	127	\$	\$
3	Reels of 795 AAC, reference TS-3.3 Required length: 9,920 feet / reel	112	\$	\$
4	Reel of 336.4 AAC, reference TS-3.4 Required length: 12,030 feet / reel	18	\$	\$
<b>TOTAL BID PRICE</b>				\$

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.

Payment shall be made by Bid Item for the number of units and/or work completed satisfactorily. See Section SR-3.2.



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 by in accordance with Section SR-2. Yes \_\_\_ No \_\_\_

Bidder (full legal name):	
Street Address:	
Mailing Address:	
City, State, and Zip Code:	
Phone:	
Email:	
<p>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.</p> <p>Name: _____ Title: _____ Email: _____</p>	
Washington State Unified Business Identifier (UBI) No.	
Washington State Sales Tax ID Number	

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) \_\_\_\_\_ have been received and have been considered in preparing this Bid.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Representative

Location or Place Executed (City and State): \_\_\_\_\_

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

**EXHIBIT "B" - BID BOND**

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

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

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

PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

**EXHIBIT "C" - CONTRACT FORM**

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

WITNESSETH:

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

1. SCOPE OF WORK - The Contractor agrees to furnish ACSR & AAC conductor in the manner and form provided by the Contract Documents 170-11777 made a part hereof, entitled Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP).
2. DELIVERY - The Contractor shall deliver the equipment/materials, F.O.B. the District's Warehouse. The Contractor shall deliver the equipment/materials on or before the dates specified in these Contract Documents; failure to do so may result in damage to the District.
3. PAYMENT - The District agrees to pay the Contractor for the equipment/materials to be provided the not to exceed sum of \$ \_\_\_\_\_, *subject to the Prompt Payment Discount provision (see Section GC-2)*, plus applicable Washington State Sales Tax in accordance with the Contract Documents.
4. PAYMENT AND PERFORMANCE BOND - The Contractor shall furnish in favor of the District, a Payment and Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Payment and Performance Bond has been tendered.

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

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "D" - PAYMENT AND PERFORMANCE BOND**

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

"PRINCIPAL"

\_\_\_\_\_  
Full legal company name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

"SURETY"

\_\_\_\_\_  
Full legal company name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**EXHIBIT "E" - CHANGE ORDER**

NO. \_\_

Pursuant to Section GC-10, the following changes are hereby incorporated into this Contract:

- A. Description of Change:
  
- B. Time of Completion: The revised delivery date shall be \_\_\_\_\_.  
*OR*  
 The delivery 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 sales tax). This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$\_\_\_\_\_, including changes incorporated by this Change Order.
  
- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

Accepted By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Name of Authorized Signature  
Title

Name of Authorized Signature  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "F" – DISTRICT INSTRUCTIONS**

No. \_\_\_\_\_

Contract No.:	170-11777	Drawing No. (if applicable):	
Project Name:			

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

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

INSTRUCTION:

Sample Only

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

RECEIPT ACKNOWLEDGED AND INSTRUCTION ACCEPTED:

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

Accepted By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Name of Authorized Signature  
Title

Name of Authorized Signature  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## COMMERCIAL EVALUATION

<b>Contract No.:</b>	170-11777	<b>Contract Title:</b>	Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP)
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<b>Bid Opening Date</b>		06/14/2023	
<b>Total No. of Bidders:</b>		5	
<b>Was prequalification required for bidding?</b>		No	
<b>No. of potential Bidders who obtained the Bid documents:</b>		32	
<b>Was this Bid advertised in the newspaper?</b>	Yes	<b>If yes, where?</b>	Grant County Journal
<b>Addenda issued?</b>	Yes	<b>If yes, how many</b>	1

Additional Information

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<b>Cost Estimate:</b>	<b>\$17,000,000.00</b>
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**Bidders**

<b>Name of Bidder:</b>	Irby		
<b>Total Bid Price:</b>	\$6,989,236.58	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	NA	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Yes

Additional Information:

Irby (Southwire) has agreed to hold pricing firm through delivery, pending award on or before August 7 <sup>th</sup> , 2023. Southwire listed 2 discrepancies on our Technical Specifications. Listed on page 15 of Bid.
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<b>Name of Bidder:</b>	General Pacific – CME – Firm Pricing		
<b>Total Bid Price:</b>	\$8,910,157.31	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	NA	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Yes

Additional Information:

-Contractor provided 2 <sup>nd</sup> quote with adjustable pricing factored – Contract does not allow for adjustable pricing. -Missing some of Bidder's Data
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<b>Name of Bidder:</b>	Border States - Southwire		
<b>Total Bid Price:</b>	\$7,407,732.72	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	NA	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Yes

Additional Information:

-Contractor provided 2 <sup>nd</sup> quote -Price Adjustable, +/- metals, see note on Bid Form -Exceptions made, see highlighted on page 3 of Bid
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<b>Name of Bidder:</b>	Wesco/Anixter – Southwire – Adjustable pricing		
<b>Total Bid Price:</b>	\$8,771,134.68	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	NA	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Yes

Additional Information:

-Contractor provided 2 <sup>nd</sup> quote – Only listing the lower of the 2. -Price Adjustable, +/- metals, see note on Bid Form
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<b>Name of Bidder:</b>	American Wire Group		
<b>Total Bid Price:</b>	\$11,204,882.35	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	NA	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Yes

Additional Information:

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<b>Name of Bidder:</b>	General Pacific – CME (Adjustable Pricing)		
<b>Total Bid Price:</b>	\$8,706,998.02	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	NA	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Choose an item.

Additional Information:

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<b>Name of Bidder:</b>	Border States - Prysmian		
<b>Total Bid Price:</b>	\$9,272,609.92	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	NA	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Choose an item.	<b>Technically Compliant?</b>	Choose an item.

Additional Information:

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<b>Name of Bidder:</b>	Wesco/Anixter – Priority Wire & Cable – FIRM PRICING		
<b>Total Bid Price:</b>	\$8,836,859.50	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	NA	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Choose an item.

Additional Information:

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