

A G E N D A
GRANT COUNTY PUBLIC UTILITY DISTRICT
30 C Street SW – Commission Meeting Room
Ephrata, Washington
COMMISSION MEETING
Tuesday, February 13, 2024

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 January 23, 2024

2. Regular Agenda

Motion approving ratification of no-cost Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners. (3470)

3. Review Items For Next Business Meeting

XXXX – Resolution Accepting a Bid and Awarding Contract 170-11912, for Supplying 45 FT and 50 FT Class 2 Western Red Cedar Poles.

Motion authorizing the General Manager/CEO to execute Change Order No. 3 to Contract 430-10199 with Associated Underwater Services, Inc., increasing the not-to-exceed contract amount by \$200,000.00 for a new contract total of \$1,119,462.50 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. 3. (xxxx)

Motion authorizing transfer of any proceeds from Cap and Investment Auction of Climate Commitment Act (CCA) Credits received be recorded in the R&C fund, until clear governance and procedures have been developed to manage funds. (xxxx)

4. Calendar

5. Reports from Staff (if applicable)

Adjournment

CONSENT AGENDA

Draft – Subject to Commission Review

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

January 23, 2024

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: 614 157 417# with the following Commissioners present: Tom Flint, President; Terry Pyle, Vice President; Larry Schaapman, Secretary; Judy Wilson, Commissioner and Nelson Cox, Commissioner.

An executive session was announced at 8:30 a.m. to last until 9:00 a.m. to review performance of a public employee pursuant to RCW 42.30.110(1)(g), to discuss pending litigation pursuant to RCW 42.30.110(1)(i) and to discuss lease or purchase of real estate is disclosure would increase price pursuant to RCW 42.30.110(1)(b). 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 9:15 a.m.

The Commission resumed at 9:30 a.m.

A round table discussion was held regarding the following topics: reference to voucher review inquiries from 9:00 a.m. meeting with Dmitriy Turchik, Senior Manager of Internal Audit.

Jordan Rang, Safety Coordinator, provided the January Safety Report.

Kieth Siebert, Senior Emergency Management Coordinator, presented “Home Safety” safety training.

Ron Alexander, Director of Power Delivery, and Chris Heimbigner, Senior Manager of Power Delivery Construction and Maintenance, provided the Power Delivery Performance Report.

The Commission recessed at 11:22 a.m.

The Commission resumed at 11:30 a.m.

Keith Simovic, Moss Adams Partner, and Daniel Roberts, Moss Adams Assurance Senior Manager, provided the Moss Adams Audit Entrance Report.

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 is 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.

Marvin Price, Moses Lake, clarified previous comments perceived as a personal negative opinion toward data centers. In addition, he spoke in support of a three percent across the board rate increase for all rate classes and requested the Commission not act on Resolution No. 9041.

Correspondence was noted as received from previous Commissioner, Terry Brewer.

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

Payment Number	139164	through	139539	\$23,525,507.87
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Payroll Direct Deposit	230542	through	231340	\$2,387,227.83
Payroll Tax and Garnishments	20240105A	through	20240117A	\$1,024,291.02

Meeting minutes of January 9, 2024.

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

Motion was made by Mr. Cox and seconded by Mr. Schaapman to remove Resolution No. 9041 from the table. After consideration, the motion passed by unanimous vote of the Commission.

Resolution No. 9041 relative to amending rate schedules was presented to the Commission. Motion was made by Mr. Schaapman and seconded by Mr. Pyle to approve Resolution No. 9041. After consideration, the motion passed by majority vote of the Commission with Commissioner Flint voting in opposition and Commissioner Cox abstaining from the vote.

RESOLUTION NO. 9041

A RESOLUTION SUPERSEDING RESOLUTION NOS. 9006 AND 9008, RELATING TO
AMENDING RATE SCHEDULE NOS. 1, 2, 3, 6, 7, 14, 15, 16, 17 AND 85.

Recitals

1. Pursuant to RCW 54.16.040, Grant PUD is authorized to regulate and control the use, distribution, rates, service, charges, and price of electric energy;
2. The Commission directed Staff to allocate an overall 3% retail revenue increase among Grant PUD rate schedules beginning April 1, 2024, with consideration to the rate policy set previously in Resolution No. 8768;
3. Resolution No. 9006 previously adopted Rate Schedule Nos. 1, 2, 3, 6, 7, 14, 15, 16, and 85; Resolution No. 9008 previously adopted Rate Schedule No. 17; and
4. The General Manager and Grant PUD Staff recommend amending Grant PUD Rate Schedule Nos. 1, 2, 3, 6, 7, 14, 15, 16, 17 and 85 as set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that effective April 1, 2024, Rate Schedule Nos. 1, 2, 3, 6, 7, 14, 15, 16, 17 and 85 are hereby effective as set forth in Exhibit A.

BE IT FURTHER RESOLVED that as of April 1, 2024, Resolution No. 9006 as it relates to Rate Schedule Nos. 1, 2, 3, 6, 7, 14, 15, 16, and 85 is hereby superseded.

BE IT FURTHER RESOLVED that as of April 1, 2024, Resolution No. 9008 as it relates to Rate Schedule No. 17 is hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 23rd day of January, 2024.

Resolution No. 9042 relative to amending Grant PUD's Strategic Plan was presented to the Commission. Motion was made by Mr. Cox and seconded by Mr. Schaapman to approve Resolution No. 9042. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9042

A RESOLUTION AMENDING GRANT PUD'S STRATEGIC PLAN EFFECTIVE JANUARY 23, 2024

Recitals

1. On May 24, 2022, the Commission by Resolution No. 8993 amended Grant PUD's Strategic Plan;

2. The Strategic Plan is a living document that will be systematically reviewed every six months with the Commission. During these sessions, the board will review progress made towards our goals and identify the strengths, weaknesses, opportunities, and threats facing the utility;
3. Slight variations to the document are anticipated regularly and will be reviewed with the Commission. When formal action is taken to revise the Strategic Plan, staff will propose those changes via formal resolution; and
4. Grant PUD's General Manager / CEO recommends adoption of a revised Strategic Plan dated January 23, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that Grant PUD's Strategic Plan dated January 23, 2024 is hereby adopted and said Strategic Plan replaces and supersedes Grant PUD's Strategic Plan dated May 24, 2022.

BE IT FURTHER RESOLVED that Resolution No. 8993 is hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 23rd day of January, 2024.

Resolution No. 9043 relative to amending Grant PUD's Wholesale Fiber Product and Service Schedule 100 was presented to the Commission. Motion was made by Mr. Cox and seconded by Mrs. Wilson to approve Resolution No. 9043. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9043

A RESOLUTION AMENDING GRANT PUD'S WHOLESALE FIBER PRODUCT AND SERVICE SCHEDULE 100

Recitals

1. Grant PUD is authorized by RCW 54.16.330 to operate and maintain telecommunications for Grant PUD's own internal telecommunications needs and for the provision of wholesale telecommunications services within Grant PUD; and
2. Grant PUD's Chief Operating Officer and staff are of the opinion that the Revised Wholesale Fiber Product and Service Schedule 100 is in the best interest of Grant PUD.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the changes to sections G, K, and Special VLAN Services, as set forth in the attached Exhibit A are hereby approved and adopted and shall be effective March 1, 2024.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 23rd day of January, 2024.

Motion was made by Mr. Cox and seconded by Mr. Flint authorizing the General Manager/CEO, on behalf of Grant PUD, to sign the Purchase and Sale Agreement (PSA) with Friehe Land Holding LLC, to acquire 3.69 acres of property from parcel #18-1206-000 and combine said 3.69 acres with parcel #18-1207-000 owned by Grant County PUD No. 2, supporting future Ruff Substation expansion, in the amount of \$38,500.00. After consideration, the motion passed by majority vote of the Commission with Commissioner Schaapman voting in the opposition.

Motion was made by Mr. Cox and seconded by Mrs. Wilson authorizing the General Manager/CEO to execute Change Order No. 2 to Contract 430-11632 with Arch Staffing and Consulting, increasing the not-to-exceed contract amount by \$3,000,000.00 for a new contract total of \$4,950,000.00 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 2. After consideration, the motion passed by unanimous vote of the Commission.

Motion was made by Mr. Schaapman and seconded by Mr. Cox authorizing the General Manager/CEO to execute Contract 430-12233 with CxTec in an amount not-to-exceed 1,315,768.00 for consolidation of all enterprise support agreements for the District's Fortinet security infrastructure, into

one master co-termed contract, with a contract term of February 1, 2024 through January 31, 2027. After consideration, the motion passed by unanimous vote of the Commission.

The Commissioners reviewed future agenda items.

Motion was made by Mr. Schaapman and seconded by Mr. Cox to move review item regarding cooperative purchasing agreement with OMNIA Partners forward for action. Motion was withdrawn with consent of the second.

The Commission calendar was reviewed.

Paul Dietz, Senior Manager of Forecasting and Marketing, and Shaun Harrington, Senior Financial Analyst, presented the Retail Load and Revenue Variance Report.

Dale Campbell, Senior Manager of Power Production, and Ben Pearson, Senior Manager of Hydro Generation, provided the Power Production Performance Report.

Trade association and committee reports were reviewed.

There being no further business to discuss, the Commission adjourned at 2:48 p.m. on January 23 and reconvened on Wednesday, January 24 through Saturday, January 27 at 8:00 a.m. of each continued date in Washington DC for the purpose of attending multiple legislative meetings, touring an operational Small Modular Reactor (SMR) facility and any other business that may come before the Commission with the following Commissioners present: Tom Flint, Terry Pyle, Larry Schaapman, and Nelson Cox. A copy of the notice of adjournment was posted to the Grant PUD website.

There being no further business to discuss, the Commission adjourned at 4:30 p.m. on January 27 and reconvened on Wednesday, February 7 at 8:00 a.m. at Pillar Rock Grill, 1373 Road F.2 NE, Moses Lake, Washington for the purpose of attending an Irrigators Workshop and any other business that may come before the Commission with the following Commissioners present: Tom Flint, Terry Pyle, Larry Schaapman, Judy Wilson, and Nelson Cox. A copy of the notice of adjournment was posted to the Grant PUD website.

There being no further business to discuss, the January 23, 2024 meeting officially adjourned at 12:00 p.m. on February 7, 2024.

Tom Flint, President

ATTEST:

Larry Schaapman, Secretary

Terry Pyle, Vice President

Judy Wilson, Commissioner

Nelson Cox, Commissioner

REGULAR AGENDA

Motion was made by _____ and seconded by _____ approving ratification of no-cost Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners.

3470

MEMORANDUM

January 8, 2024

TO: Richard Wallen, General Manager/Chief Executive Officer

VIA: Fallon Long, Managing Director of Integrated Operational Services

^{DS}
FL

FROM: Patrick Bishop, Senior Manager of Supply Chain/Procurement

^{DS}
PB

SUBJECT: Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners

Purpose: To request Commission ratification of Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners.

Discussion: Under the authority of the Interlocal Cooperation Act (RCW 39.34) Grant PUD is eligible to become a member of OMNIA Partners. The purpose of OMNIA Partners is to serve member agencies by facilitating a national contracting alliance. OMNIA Partners' goal is to provide members with requested programs and service that are created, coordinated, and delivered through a cooperative effort between OMNIA Partners and our member agencies.

OMNIA Partners is a National Cooperative Purchasing Organization. They partner with large public agencies to go through the public solicitation process. Once the contract is awarded, OMNIA Partners adopts the contract into their portfolio which then allows other public agencies to “piggyback” off of the given contract. At no cost, membership is available to government, education, and non-profit agencies nationwide.

Justification: By joining OMNIA Partners, Grant PUD is able to take advantage of opportunities to save time and money by consolidating the efforts of numerous individually prepared solicitations in one cooperatively shared process. This allows us to leverage the volume from members nationwide.

Contract Specifics: As a public agency, Grant PUD staff is responsible for interpreting our own purchasing laws and ensuring OMNIA Partners has satisfied our competitive solicitation and contracting requirements. As a standard practice, due diligence will be done on a case-by-case basis to confirm that our requirements are met when using individual OMNIA Partners' contracts.

Recommendation: Commission ratification of the District's membership with OMNIA Partners.

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

For Commission Review – 02/13/2024

RESOLUTION NO. XXXX

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 170-11912, FOR SUPPLYING 45 FT AND 50 FT CLASS 2 WESTERN RED CEDAR POLES

Recitals

1. Bids were publicly opened on December 13, 2023 for Contract 170-11912, for Supplying 45 FT and 50 FT Class 2 Western Red Cedar Poles;
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD's staff;
 - Stella-Jones Corporation \$4,905,440.00
3. The low bid, submitted by Stella-Jones Corporation is both commercially and technically compliant with Grant PUD's contract requirements;
4. The bid is less than the Engineer's Estimate of \$5,990,000.00; and
5. Grant PUD's Senior Manager of Power Delivery Engineering and General Manager concur with staff and recommend award to Stella-Jones Corporation 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 170-11912, for Supplying 45 FT and 50 FT Class 2 Western Red Cedar Poles with Stella-Jones Corporation of Tacoma, Washington in the amount of \$4,905,440.00 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 27th day of February 2024.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

January 8, 2024

TO: Richard Wallen, General Manager/Chief Executive Officer

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

FROM: Kyle Robillard, Project Manager

SUBJECT: Award of Contract 170-11912 for Supplying 45’ and 50’ Western Red Cedar Poles

Purpose: To request Commission approval to award Contract 170-11912 to Stella-Jones Corporation to supply Forty-Five foot and Fifty-foot Western Red Cedar ANSI Class 2 poles in the amount of \$4,905,440.00, plus sales tax.

Discussion: This Contract will supply Forty-Five foot and Fifty-foot Western Red Cedar ANSI Class 2 poles for new line extensions, new customer requests, upgrading and/or replacement of aged or damaged poles and inventory for use during emergency situations. The Forty-Five-foot poles are our most used and our typical standard for new installations. The majority of the Fifty-foot poles will be purchased for a specific customer project. Manufacturers are pre-approved, and their material must meet or exceed the current District technical specifications.

Stella-Jones Corporation submitted the only bid for this contract. The breakdown of their bid is shown below.

Bidders	Bid Item: Forty-Five-foot Western Red Cedar ANSI Class 2 poles (for 3,000 poles)	Bid Item: Fifty-foot Western Red Cedar ANSI Class 2 poles (for 200 poles)	Total
Stella-Jones Corporation	\$4,545,300.00	\$360,140.00	\$4,905,440.00
Engineers Estimate	\$5,550,000.00	\$440,000.00	\$5,990,000.00

The following table shows the price per pole proposed by bidders on this contract (170-11912) against the last several contracts.

Bidders	Bid Item: Forty-Five foot Western Red Cedar ANSI Class 2 poles	Bid Item: Fifty foot Western Red Cedar ANSI Class 2 poles
Stella-Jones Corporation – 2024 (170-11912)	\$1,515.10	\$1,800.70*
Stella-Jones Corporation - 2023	\$1,437.00	-
Stella-Jones Corporation - 2021	\$924.00	-
Stella-Jones Corporation - 2020	\$917.00	-

*The previous pole contracts did not include Fifty-foot poles.

This bid was evaluated for commercial and technical compliance. This bid was deemed to be technically and commercially compliant.

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

If not approved the District would run out of these poles and therefore be unable to build out new overhead lines in order to connect new customers, improve reliability or replace damaged material.

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

Contract Specifics: Contract 170-11912 contains 2 bid items.

- Item 1: Forty-Five-foot Western Red Cedar ANSI Class 2 poles.
Power Delivery Engineering estimates a need for 3000 of these poles over the life of this contract to accommodate new projects, be prepared for emergency events and to restock the District's warehouses to an appropriate level.
- Item 2: Fifty-foot Western Red Cedar ANSI Class 2 poles.
Power Delivery Engineering estimates a need for 200 of these poles over the life of this contract. Most of the poles will be used for a specific customer project. The rest will be used to accommodate new projects, be prepared for emergency events and to restock the District's warehouses to an appropriate level.

Recommendation: It is my recommendation that Commission award contract 170-11912 for Supplying 45' and 50' Western Red Cedar Poles to Stella-Jones Corporation for a contract price of \$4,905,440.00, plus sales tax.

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

From: [Jeff Grizzel](#)
To: [Kyle Robillard](#); [Emilie DeLong](#); [Ron Alexander](#); [Jesus Lopez](#); [Bob Kakaley](#)
Subject: Re: Contract 170-11912 - Supplying 45" and 50" Western Red Cedar Poles - Commission Memo
Date: Wednesday, January 10, 2024 1:00:28 PM
Attachments: [image001.jpg](#)

Thanks for the addition Kyle. I approve.

Jeff

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Wednesday, January 10, 2024 10:38 AM
To: Emilie DeLong <Edelong@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>
Subject: RE: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Thank you Emilie.

All,

Please see the new memo stating that Stell-Jones Corporation was the only bidder.

Let me know if you have other questions/concerns. If you do not, please respond to this email with your approval for this memo/contract to be seen by commission for review.

Thank you,

Kyle Robillard

Distribution Engineering

OFFICE 509.793.1576

EXT. 2203

Cell 509.750.3727



grantpud.org

From: Emilie DeLong <Edelong@gcpud.org>
Sent: Wednesday, January 10, 2024 10:34 AM
To: Kyle Robillard <krobillard@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>

Subject: RE: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Kyle,

I confirmed with Pat and Lori. The Resolution that Mitch reviewed, shows Stella-Jones is the only Bidder. It has also been raised as a concern to Legal in the past. Adding this language to the Memo will not require any further Legal review. Please revise and re-attach to this string.

Thank you!

Emilie DeLong

Procurement Officer

OFFICE 509.754.5088

EXT. 2469

EMAIL edelong@gcpud.org



grantpud.org

From: Kyle Robillard <krobillard@gcpud.org>

Sent: Wednesday, January 10, 2024 7:00 AM

To: Jeff Grizzel <jgrizzel@gcpud.org>; Emilie DeLong <Edelong@gcpud.org>

Cc: Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>

Subject: RE: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Jeff,

Yes, they were the only bidder. I will include this more clearly in the memo.

Emilie,

With this revision to the memo, does Legal need to review it once more? Or can I just re-attach it here for the approval of those on this email?

Thank you,
Kyle

From: Jeff Grizzel <jgrizzel@gcpud.org>

Sent: Wednesday, January 10, 2024 5:20 AM

To: Kyle Robillard <krobillard@gcpud.org>

Cc: Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>; Emilie DeLong <Edelong@gcpud.org>

Subject: RE: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Kyle – it appears Stella-Jones was the only bidder on this contract. If that’s the case, let’s state that very clearly in the memo since I’m sure the Commission will ask that question if we don’t address it. If they weren’t the only bidder, then I’d like to see a list of the other bidders and their bid prices included in the memo.

Thank you,
Jeff

From: Emilie DeLong <Edelong@gcpud.org>

Sent: Tuesday, January 9, 2024 4:42 PM

To: Kyle Robillard <krobillard@gcpud.org>

Cc: Jeff Grizzel <jgrizzel@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>

Subject: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Hi Kyle,

Legal has approved the Commission Memo and draft Resolution for Commission submission. Please proceed with obtaining signatures (email approvals) from each signer.

Thank you,

Emilie DeLong

Procurement Officer

OFFICE 509.754.5088

EXT. 2469

EMAIL edelong@gcpud.org



grantpud.org

From: [Ron Alexander](#)
To: [Kyle Robillard](#)
Cc: [Emilie DeLong](#)
Subject: RE: Contract 170-11912 - Supplying 45" and 50" Western Red Cedar Poles - Commission Memo
Date: Monday, January 22, 2024 8:04:02 AM
Attachments: [image001.jpg](#)

Hello Kyle. I had no concerns with the memo. We can move forward with it.

Thank you

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Monday, January 22, 2024 7:28 AM
To: Ron Alexander <ralexander@gcpud.org>
Cc: Emilie DeLong <Edelong@gcpud.org>
Subject: FW: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Good morning Ron,

Just checking to see if you have had a chance to review this memo for the approval of a new distribution pole contract.

Thanks,
Kyle

From: Kyle Robillard
Sent: Wednesday, January 10, 2024 10:39 AM
To: Emilie DeLong <Edelong@gcpud.org>; Jeff Grizzel <jgrizzel@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>
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Subject: RE: Contract 170-11912 - Supplying 45" and 50" Western Red Cedar Poles - Commission Memo
Date: Wednesday, January 10, 2024 1:33:37 PM
Attachments: [image001.jpg](#)

Thanks Kyle. I also approve.

Jesus

From: Jeff Grizzel <jgrizzel@gcpud.org>
Sent: Wednesday, January 10, 2024 1:00 PM
To: Kyle Robillard <krobillard@gcpud.org>; Emilie DeLong <Edelong@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>
Subject: Re: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Thanks for the addition Kyle. I approve.

Jeff

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Wednesday, January 10, 2024 10:38 AM
To: Emilie DeLong <Edelong@gcpud.org>; Jeff Grizzel <jgrizzel@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>
Subject: RE: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Thank you Emilie.

All,

Please see the new memo stating that Stell-Jones Corporation was the only bidder.

Let me know if you have other questions/concerns. If you do not, please respond to this email with your approval for this memo/contract to be seen by commission for review.

Thank you,

Kyle Robillard

Distribution Engineering

OFFICE 509.793.1576

EXT. 2203

Cell 509.750.3727



grantpud.org

From: Emilie DeLong <Edelong@gcpud.org>
Sent: Wednesday, January 10, 2024 10:34 AM
To: Kyle Robillard <krobillard@gcpud.org>; Jeff Grizzel <jgrizzel@gcpud.org>
Cc: Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>
Subject: RE: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Kyle,

I confirmed with Pat and Lori. The Resolution that Mitch reviewed, shows Stella-Jones is the only Bidder. It has also been raised as a concern to Legal in the past. Adding this language to the Memo will not require any further Legal review. Please revise and re-attach to this string.

Thank you!

Emilie DeLong

Procurement Officer

OFFICE 509.754.5088

EXT. 2469

EMAIL edelong@gcpud.org



grantpud.org

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Wednesday, January 10, 2024 7:00 AM
To: Jeff Grizzel <jgrizzel@gcpud.org>; Emilie DeLong <Edelong@gcpud.org>
Cc: Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>
Subject: RE: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Jeff,

Yes, they were the only bidder. I will include this more clearly in the memo.

Emilie,

With this revision to the memo, does Legal need to review it once more? Or can I just re-attach it here for the approval of those on this email?

Thank you,
Kyle

From: Jeff Grizzel <jgrizzel@gcpud.org>
Sent: Wednesday, January 10, 2024 5:20 AM
To: Kyle Robillard <krobillard@gcpud.org>
Cc: Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>; Emilie DeLong <Edelong@gcpud.org>
Subject: RE: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

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Thank you,
Jeff

From: Emilie DeLong <Edelong@gcpud.org>
Sent: Tuesday, January 9, 2024 4:42 PM
To: Kyle Robillard <krobillard@gcpud.org>
Cc: Jeff Grizzel <jgrizzel@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>
Subject: Contract 170-11912 - Supplying 45' and 50' Western Red Cedar Poles - Commission Memo

Hi Kyle,
Legal has approved the Commission Memo and draft Resolution for Commission submission. Please proceed with obtaining signatures (email approvals) from each signer.

Thank you,

Emilie DeLong
Procurement Officer

OFFICE 509.754.5088
EXT. 2469
EMAIL edelong@gcpud.org



grantpud.org

From: [Bob Kakaley](#)
To: [Kyle Robillard](#); [Emilie DeLong](#); [Jeff Grizzel](#); [Ron Alexander](#); [Jesus Lopez](#)
Subject: RE: Contract 170-11912 - Supplying 45" and 50" Western Red Cedar Poles - Commission Memo
Date: Wednesday, January 10, 2024 1:10:40 PM
Attachments: [image001.jpg](#)

I approve.

Bob

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Wednesday, January 10, 2024 10:39 AM
To: Emilie DeLong <Edelong@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Bob Kakaley <bkakaley@gcpud.org>
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Thank you,

Emilie DeLong

Procurement Officer

OFFICE 509.754.5088

EXT. 2469

EMAIL edelong@gcpud.org



grantpud.org

Contract Documents 170-11912

Supplying 45 FT and 50 FT Class 2 Western Red Cedar Poles

for

Public Utility District No. 2
of Grant County, Washington

Bid Due Date: December 12, 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 December 12, 2023 for Supplying 45 FT and 50 FT Class 2 Western Red Cedar Poles as specified in Contract Documents 170-11912. Bids received after that time shall be rejected as non-responsive. **Bids will be opened on December 13, 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: 260 044 834 428

Passcode: 9LHyKV

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

Or call in (audio only)

[+1 509-703-5291,,766004562#](#) United States, Spokane

Phone Conference ID: 766 004 562#

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

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

Phone: (509) 754-5029
E-mail: Edelong@gcpud.org

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

Contract Documents: 170-11912
Bid for: Supplying 45 FT and 50 FT Class 2 Western Red Cedar Poles
Bid due date: December 12, 2023
Bid opening: December 13, 2023

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

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. 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. Company name of the manufacturer the Bidder is proposing in their Bid and location of the plant where the poles will be manufactured and treated.
- C. User list of contact names, addresses and phone numbers of at least two other electric utilities who have purchased and received poles within the last two years from the manufacturer specified in Section 8.B above.
- D. Bidder shall specify on the Bid Form the number of poles of Bid Item No. 1 that will make a full truckload.
- E. The Bidder shall submit a completed Supplemental Bid Form.

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 60 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 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 60 days after the date of Bid opening.

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

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

“CONTRACTOR” - The successful Bidder who is awarded the Contract to 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 "G", 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 170-11912 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

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. 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. Stock Catalog Pages
 - 8. Instructions to Bidders
 - 9. Payment and Performance Bond
 - 10. 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-14. 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-15. 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-16. 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.

Kyle Robillard
Public Utility District No. 2
of Grant County, Washington
PO Box 878
Ephrata, WA 98823
(509) 754-5088 ext. 2203
Krobillard@gcpud.org

GC-17. 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

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.

GC-18. 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 45 FT and 50 FT Class 2 Western Red Cedar Poles manufactured in accordance with these Contract Documents.

SR-2. DELIVERY

A. 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 a District issued purchase order.

Delivery of the 45 FT and 50 FT Class 2 Western Red Cedar Poles shall be F.O.B. the District's Ephrata, Moses Lake, and/or Royal City Warehouse's. This shall mean that the Contractor will pay the cost of transportation to have the 45 FT and 50 FT Class 2 Western Red Cedar Poles delivered "free on board" to the following locations:

Ephrata Warehouse 154 A Street SE Ephrata, WA 98823	Moses Lake Warehouse 10216 Kinder Road Moses Lake, WA 98837	Royal City Warehouse 505 Royal Road Royal City, WA 99357
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It also shall mean that the title and risk of loss do not pass until the 45 FT and 50 FT Class 2 Western Red Cedar Poles has been inspected and moved from the conveyance.

B. The District shall release purchase orders, as needed, to maintain internal stocking levels. The District is committing to purchase 1,000 units of Bid Item No. 1 and 150 units of Bid Item No. 2 by February 12th, 2027 however, the District shall have the unilateral right and option to purchase, and the Contractor shall be required to furnish and deliver, up to an additional 2,000 units of Bid Item No. 1 and 50 units of Bid Item No. 2. Such purchase shall be subject to the terms and conditions contained in these Contract Documents. The District may exercise its option to make such purchase(s) at any time prior to January 12th, 2027 by issuance of additional written purchase order(s). Each purchase order shall specify the number of units to be purchased, the F.O.B. delivery location, and the required delivery date. In no event shall the delivery of western red cedar distribution poles purchased in accordance with this section exceed six weeks from the purchase order date.

C. Contractor understands and agrees that the District is only making a commitment to purchase 1,000 units of Bid Item No. 1 and 150 units of Bid Item No. 2, but that the District shall have the unilateral right and option to purchase up to an additional 2,000 units of Bid Item No. 1 and 50 units of Bid Item No. 2 but shall have no obligation of any type to make such additional purchase.

D. The District has the right and option to have deliveries made to other locations (site deliveries) within Grant County, Washington by issuance of a District Instructions, Exhibit "G" from the District Representative along with the corresponding purchase order. Pricing for site deliveries shall be submitted by the Bidder using the Supplemental Bid Form.

SR-3. 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 appropriate District's Warehouse Foreman, and the District's Representative (listed below), 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.

Name	Phone Number	E-Mail
Gus Mihelich, Ephrata Warehouse Foreman	(509) 754-5088 Ext. 2268	amihelich@gcpud.org
Gary Carpenter, Moses Lake/Royal City Foreman	(509) 754-5088 Ext. 3213	Gcarpen@gcpud.org
Kyle Robillard, District Representative	(509) 754-5088 Ext. 2203	Krobillard@gcpud.org

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-4. CODES AND STANDARDS

Design and manufacture of the specified western red cedar distribution poles shall be in accordance with the applicable sections of the latest revision of the codes and standards denoted in 170-11912 Technical Specifications.

SR-5. PHYSICAL SECURITY

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

- A. Keep all external gates and doors locked at all times and interior doors as directed.

- B. Visibly display ID badges on their person at all times.
- C. Stay out of unauthorized areas or in authorized areas outside of authorized work hours, without express authorization from the District.
- D. Provide proper notification to the appropriate parties, and sign in and out upon entry and exit to secured locations. If unsure of who to notify, Contractor shall contact the District Representative.
- E. Immediately notify the District if any of Contractor's employees no longer need access or have left the Contractor's employment.
- F. Immediately report any lost or missing access device to the District Representative. A minimum charge will be assessed the Contractor in the amount of \$50.00 per badge and the fee for lost or non-returned keys may include the cost to re-key the plant facilities. The Contractor is strictly prohibited from making copies of keys.
- G. Not permit 'tailgating' through any controlled access point (i.e. person(s), authorized or unauthorized, following an authorized person through an entry point without individual use of their issued ID badge or key).
- H. Return all District property, including but not limited to keys and badges, to the District Representative when an individual's access to the facility is no longer needed.
- I. Guest Wireless: The District provides Guest Wireless Internet access to contractors and vendors that need to conduct business in support of the District from personally owned mobile devices such as laptops and smart phones. Contractor personnel are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources.

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.

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-6. 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

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

EXHIBIT “A” - BID FORM

COMPANY NAME OF BIDDER: _____
 (Full Legal Name)

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 and 2) shall be used in the Bid Evaluation. A price must be placed on each blank or the Bid shall not be considered. In case of an error in addition, the correctly calculated total of the Bid Item Prices (Estimated Quantity times Bid Unit Price) shall prevail.

Bid Item No.	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
1	Stock No. 48452818 Forty-five foot (45') ANSI Class 2 Western Red Cedar Poles in accordance with the Technical Specifications.	Each	3,000	\$	\$
2	Stock No. 48502818 Fifty foot (50') ANSI Class 2 Western Red Cedar Poles in accordance with the Technical Specifications.	Each	200	\$	\$
TOTAL BID PRICE					\$

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

The above quantities are estimated quantities. Payment shall be made by Bid Item based on the actual quantity of the Bid Items completed satisfactorily, up to the amount of the Contract Price. **The undersigned acknowledges and understands the District is committing to purchase 1,000 units of Bid Item No. 1 and 150 units of Bid Item No. 2 and may terminate this Contract after that point without incurring any additional cost (see Section SR-2).** Yes ___ No ___

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

Bidder has enclosed a Cashier's Check, Certified Check or Bid Bond in accordance with Instructions to Bidders Section 9. Yes ___ No ___

Bidder shall deliver all materials/equipment in accordance with Section SR-2. Yes ___ No ___

Truckload quantity – number of poles of Bid Item No. 1 that will make a truckload in accordance with Instructions to Bidders Section 8.D. _____

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.

SUPPLEMENTAL BID FORM

<i>Item</i>	<i>Lump Sum per truck load</i>
<p>Lump sum price per truckload (in addition to the Bid Unit Price) for site deliveries of Bid Item No. 1 to locations in Grant County, Washington other than the District's Ephrata, Moses Lake or Royal City Warehouses (see Section SR-2.D).</p>	<p>\$</p>

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 in the manner and form provided by the Contract Documents 170-11912 made a part hereof, entitled Supplying 45 FT and 50 FT Class 2 Western Red Cedar Poles.
2. DELIVERY - The Contractor shall deliver the equipment/materials, F.O.B. the District's Ephrata, Moses Lake, and/or Royal City Warehouse's. 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” – STOCK CATALOG PAGES

The Stock Catalog Pages will be posted as a separate document on the District's ProcureWare website.

EXHIBIT "G" – DISTRICT INSTRUCTIONS

No. _____

Contract No.:	170-11912	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

Contract No.:	170-11912	Contract Title:	Supplying 45 FT and 50 FT Class 2 Western Red Cedar Poles
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Bid Opening Date		12/13/2023	
Total No. of Bidders:		1	
Was prequalification required for bidding?		No	
No. of potential Bidders who obtained the Bid documents:		17	
Was this Bid advertised in the newspaper?	Yes	If yes, where?	Columbia Basin Journal
Addenda issued?	No	If yes, how many	

Additional Information

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Cost Estimate:	\$5,990,000.00
-----------------------	-----------------------

Bidders

Name of Bidder:	Stella-Jones		
Total Bid Price:	\$4,905,440.00	Bid Security:	Bid Bond
Signature Certification:	NA	Delivery / Completion:	As required
Addendum Received:	No	Bidder's Data Provided:	Yes
Commercially Compliant?	Yes	Technically Compliant?	Yes

Additional Information:

--

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

Additional Information:

--

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

Additional Information:

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

Additional Information:

For Commission Review – 02/13/2024

Motion was made by _____ and seconded by _____ authorizing the General Manager/CEO to execute Change Order No. 3 to Contract 430-10199 with Associated Underwater Services, Inc., increasing the not-to-exceed contract amount by \$200,000.00 for a new contract total of \$1,119,462.50 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. 3.

430-10199

MEMORANDUM

Date 1/11/2024

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Chief Operating Officer
Ben Pearson, Senior Manager Hydro Generation
Shane Lee, Wanapum Plant Manager

FROM: Whitney Field, Hydro Scheduler

SUBJECT: Contract 430-10199, Change Order No. 3

Purpose: To request Commission approval of Change Order No. 3 to Contract 430-10199 to add \$200,000 to get through the end of the contract.

Discussion:

- The original contract was awarded on 5/22/2020 and extended on 1/18/2023. The contract is for dive services with Associated Underwater Services (AUS) whom the District has used since 2015 on 2 separate contracts. Additional funds are needed to get through the existing contract that ends 5/31/2025. These additional funds were estimated based on known work & possible upcoming work across multiple departments.
- Dive services are needed for multiple areas in the District- Dam safety, environmental and general preventative & corrective maintenance; to not have enough money to cover the contract would put the District at risk.

Justification:

- Adding more money to the current contract will avoid running out and a possible delay in emergency repairs in the future. Hydro Generation, Engineering, and Environmental Affairs need to have confidence their dive needs will be met.
- Approval is needed to cover upcoming preventive & corrective maintenance, Dam Safety (FERC) requirements, and Environmental Affairs requests.
- There is \$88k left on the contract which expires in 18 months. The average for the last 3 years has been \$244k/year

Financial Considerations:

- Previous preventative maintenance work, emergency repairs, and estimates on tentative EA dive work (minus remainder in the contract) added up to the current request for \$200,000 more to be added to the contract.

Change Order History: See attached change order table.

Legal Review: See attached email.

Whitney Field

From: Benjamin Pearson
Sent: Thursday, January 25, 2024 13:05
To: Whitney Field
Subject: RE: Change Order 3, 430-10199

Approved, Thanks Whitt!

R/
Ben

From: Whitney Field <Wfield@gcpud.org>
Sent: Thursday, January 25, 2024 11:06 AM
To: Benjamin Pearson <Bpearso@gcpud.org>
Subject: FW: Change Order 3, 430-10199
Importance: High

Morning Ben,

Could you please sign this & send back?

Thanks!

From: Randi Hovland <Rhovla1@gcpud.org>
Sent: Thursday, January 25, 2024 11:04
To: Whitney Field <Wfield@gcpud.org>
Subject: RE: Change Order 3, 430-10199

Hi Whitney!

Sorry for the delayed response. I hope I didn't hope you up too long!

The only signature you need on this memo is Ben's. A senior manager is the highest level of signature required. Executive leadership signatures are not required as they have their review process separately. You could get Shane's if you would like but it's not required.

Usually for Power Production, I see memos come through with a digital signature. However, just an email attached to the memo granting approval to submit to the Commission packet is just as good as a wet or digital signature. What ever is easiest for you is great.

If you have additional questions, please let me know.

Thank you and have a wonderful day!
Randi

From: Whitney Field <Wfield@gcpud.org>
Sent: Wednesday, January 24, 2024 3:19 PM

CHANGE ORDER
NO. 3

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

- A. Description of Change: Increase the Contract Price.
- B. Time of Completion: The completion date shall remain May 31, 2025.
- C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of \$200,000.00 plus applicable sales tax. This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$1,119,462.50, 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

Associated Underwater Services, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Change Order Table

Contract Title: General Dive Services

Contract No.	430-10199	Award Date:	5/22/2020
Project Manager:	Whitney Field	Original Contract Amount:	\$699,462.50
District Representative (If Different):		Original Contract completion:	6/1/2022
Contractor:	Associated Underwater Service	Total CO Cost Change Amt	\$420,000.00

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Increase Contract price, extend Contract completion date, revise sections GC-12, SR-15-P, and add new section SR-25 Subcontracts to allow Contractor to procure materials and to subcontract specific work with prior DR approval.	Dept Mgr	09/10/20	05/31/23	\$20,000.00	\$719,462.50	\$20,000.00
2	Increase Contract Price, Extend Contract Completion Date, and Adding 2023-2025 Hourly Rates	Managing Director	01/18/23	05/31/25	\$200,000.00	\$919,462.50	\$220,000.00
3	Increase Contract Price	Comm		05/31/25	\$200,000.00	\$1,119,462.50	\$420,000.00
Total Change Order Cost Change Amount					420,000.00		

For Commission Review – 02/13/2024

Motion was made by _____ and seconded by _____ authorizing transfer of any proceeds from Cap and Investment Auction of Climate Commitment Act (CCA) Credits received be recorded in the R&C fund, until clear governance and procedures have been developed to manage funds.

R&C Fund

MEMORANDUM

January 22, 2024

TO: Bonnie Overfield, Chief Financial Officer/Treasurer

VIA: Jennifer Sager, Senior Manager of Accounting/Controller *Jennifer Sager*
Angelina Johnson, Senior Manager of Treasury & FP/Deputy Treasurer *Angelina Johnson*

FROM: Amy Thompson, Senior Financial Analyst *Amy Thompson*

SUBJECT: Proceeds from Cap and Investment Auction of Climate Commitment Act (CCA) Credits

Purpose: Request approval from the Commission to transfer proceeds received from the Cap and Investment Auction of CCA Credits from the Electric System Revenue Fund to the Reserve and Contingency (R&C) Fund until such a time that clear guidance and governance are determined for usage. The auction is administrated through the Washington State Department of Ecology and was held on December 6, 2023. Any future proceeds received from CCA Auctions would be recorded in the R&C Fund.

Discussion: The R&C Fund was established by Resolution 4112 in 1982. The resolution directs the Treasurer/Controller to establish and maintain the R&C Fund, payments from the R&C Fund to be authorized by the Commission, and for parameters surrounding deposits to be established annually in the District's budget. The R&C Fund is a restricted fund and offers a controlled location to track the auction proceeds of the District's CCA credits until such a time that clear controls and procedures can be developed on the treatment and tracking of these monies.

Justification: Due to the limited known governance around how the auction proceeds can be used, isolating them in the R&C Fund allows Treasury and Accounting to track, manage, and control the funds.

Financial Justification: The District received \$51.89M in auction proceeds on December 28, 2023. The CCA auction took place December 6, 2023, with the results being posted December 13, 2023.

Recommendation: To seek authorization from the Commission to transfer proceeds from Cap and Investment Auction of Climate Commitment Act (CCA) Credits received from the Electric System Revenue Fund to the R&C fund, until clear governance and procedures have been developed to manage the funds. Any future proceeds received from CCA Auctions would be deposited into the R&C Fund.

Legal Review: Please see attached email.

Amy Thompson

From: Angelina Johnson
Sent: Monday, January 22, 2024 10:36 AM
To: Amy Thompson
Subject: FW: R&C Fund Memos

From: Mitchell Delabarre <Mdelaba@gcpud.org>
Sent: Thursday, November 16, 2023 9:55 AM
To: Angelina Johnson <Ajohnso@gcpud.org>
Cc: Bonnie Overfield <Boverfi@gcpud.org>
Subject: RE: R&C Fund Memos

Hi Angelina,
These memos are approved for Commission consideration.
Mitch

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

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From: Angelina Johnson <Ajohnso@gcpud.org>
Sent: Thursday, November 16, 2023 9:02 AM
To: Mitchell Delabarre <Mdelaba@gcpud.org>
Cc: Bonnie Overfield <Boverfi@gcpud.org>
Subject: R&C Fund Memos

Good morning Mitch,

Apologize for getting these to you so late, they need your review so they can go in the Commission packet today.

Let me know if you have any questions.

Thank you,

Ang

Angelina Johnson

Senior Manager of Treasury/Financial Planning

Cell 509.361.9947

Office 509.754.0500

Ext. 2407

Email: ajohnso@gcpud.org