

A G E N D A
GRANT COUNTY PUBLIC UTILITY DISTRICT
30 C Street SW – Commission Meeting Room
Ephrata, Washington
COMMISSION MEETING
Tuesday, February 11, 2025

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
Calendar Review
- 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 – *(Does not include anonymous letters)*
Business Meeting

1. Consent Agenda

Approval of Vouchers

Meeting minutes of January 28, 2025.

2. Regular Agenda

Motion authorizing the General Manager/CEO to execute Change Order No. 8 to Contract 430-09972R1 with Olsson Industrial Electric Inc., increasing the not-to-exceed contract amount by \$83,583.62 plus tax for a new contract total of \$14,755,005.76 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. 8. (3506)

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Interlocal Agreement No. 430-12669 for Professional Services with Public Utility District No. 1 of Douglas County, Washington. (3507)

3. Review Items For Next Business Meeting

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

XXXX – Resolution Superseding Resolution No. 6425 and Authorizing Grant PUD’s General Manager/CEO to Act on Behalf of Grant PUD in Emergency Situations and Exigent Circumstances.

XXXX – Resolution Superseding Resolution No. 8608 and Establishing Delegated Purchasing Authority Limits.

XXXX – Resolution Superseding Resolution No. 8609 and Establishing Change Order Approval Limits.

XXXX – Resolution Superseding Resolution No. 8643 and Delegating the Process for Disposition of Surplus Personal Property to the General Manager/CEO.

XXXX – Resolution Superseding Resolution No. 8921 Implementing Senate Bill 5418.

Motion authorizing the General Manager/CEO to execute Change Order No. 26 to Contract 230-4249 with Andritz Hydro Corp increasing the not-to-exceed contract amount by \$788,776.00 plus applicable sales tax for a new contract total of \$3,545,746.57 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. 26. (xxxx)

Motion authorizing the General Manager/CEO to execute Amendment 3 to Contract 430-HFA 601-41H with Real Time Research Inc increasing the not-to-exceed contract amount by \$358,401.00 for a new contract total of \$978,845.00 and extending the completion date to March 31, 2026 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 Amendment 3. (xxxx)

Motion authorizing the General Manager/CEO to execute Change Order No. 13 to Contract 130-09724 with Quanta Infrastructure Solutions Group, LLC, increasing the not-to-exceed contract amount by \$5,706,552.10 for a new contract total of \$110,316,381.25 with an extension of completion to January 31, 2026 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 13. (xxxx)

4. 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 28, 2025

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: Terry Pyle, President; Larry Schaapman, Vice-President; Judy Wilson, Secretary; Nelson Cox, Commissioner and Tom Flint, Commissioner.

An executive session was announced at 8:30 a.m. to last until 8:55 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 if disclosure would increase price pursuant to RCW 42.30.110(1)(b). The executive session concluded at 8:55 a.m. and the regular session resumed.

The Commission convened to review vouchers.

The Commission calendar was reviewed. The Commissioners reviewed future agenda items.

The Commission recessed at 9:27 a.m.

The Commission resumed at 9:35 a.m.

A round table discussion was held regarding the following topics: gratitude comment from customer; WPDUA January Association updates; BPA rate case update; thank you comment to lineman for pole replacement work; weekend outage in Crescent Bar and update on delay in communication; appreciation to the Leadership Summit; update of staff transition to the Diamond Drive building; update of Olympia visit with Department of Commerce; update on large industry customer

Mitch Delabarre, Chief Legal Counsel/General Counsel introduced and welcomed Nathan Bergh, Staff Attorney II to the Commission.

The Commission recessed at 9:57 a.m.

The Commission resumed at 10:03 a.m.

Rey Pulido, Director of Power Production, provided the Power Production Performance Business Report.

Ron Alexander, Director of Power Delivery, gave the Power Delivery Performance Business Report.

Ross Hendrick, Senior Manager Environmental Affairs, provided the Environmental Affairs Business 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) and to discuss pending litigation with legal counsel present pursuant to RCW 42.30.110(1)(i). The executive session concluded at 12:55 p.m. and the regular session resumed.

Tim Gilmore, Marlin, Washington expressed concern regarding land purchase future.

Correspondence was reviewed.

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

Payment Number	151080	through	151526	\$35,507,804.15
Payroll Direct Deposit	5062	through	5901	\$2,566,056.73
Payroll Tax and Garnishments	20250116A	through	20250122B	\$1,142,194.05

Meeting minutes of January 14, 2025.

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

Resolution No. 9076 relative to accepting a bid and awarding contract was presented to the Commission. Motion was made by Commissioner Cox and seconded by Commissioner Flint to approve Resolution No. 9076. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9076

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 170-12465, FOR SUPPLYING AAC AND ACSR OVERHEAD CONDUCTOR

Recitals

1. Bids were publicly opened on November 27, 2024, for Contract 170-12465, for Supplying AAC and ACSR Overhead Conductor;
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD's staff;

- General Pacific \$2,097,226.19
- Anixter \$2,164,701.00
- Border States – Option 1 \$2,290,925.53
- Border States – Option 2 \$2,575,044.24

3. The low bid, submitted by General Pacific is both commercially and technically compliant with Grant PUD's contract requirements;
4. The bid is less than the Engineer's Estimate of \$3,946,275.00; and
5. Grant PUD's Senior Manager of Power Delivery and Managing Director of Power Delivery concur with staff and recommend award to General Pacific 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 170-12465, for Supplying AAC and ACSR Overhead Conductor with General Pacific of Fairview, Oregon in the amount of \$2,097,226.19 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 28th day of January, 2025.

Motion was made by Commissioner Schaapman and seconded by Commissioner Wilson authorizing the General Manager/CEO, on behalf of Grant PUD, to approve Contract 430-HFA 602-85H with Okanagan Nation Alliance for a new habitat project in the amount of \$1,199,417.21 constructing a fishway in Penticton, BC, Canada.

Russ Seiler, Senior Manager Asset Management, gave the Asset Management Business Report.

Terry McKenzie, Senior Manager Telecom and Fiber, gave the Telecom and Fiber Business Report.

The Commission recessed at 2:48 p.m.

The Commission resumed at 3:00 p.m.

Brett Lenz, Manager Cultural Resources, gave the Cultural Resources Business Report.

Trade association and committee reports were reviewed.

An executive session was announced at 3:25 p.m. to last until 3:45 p.m. to review performance of a public employee with legal counsel present pursuant to RCW 42.30.110(1)(g), to discuss pending litigation with legal counsel present pursuant to RCW 42.30.110(1)(i) and to discuss lease or purchase of real estate if disclosure would increase price with legal counsel pursuant to RCW 42.30.110(1)(b). The executive session concluded at 3:45 p.m. and the regular session resumed.

There being no further business to discuss, the Commission adjourned at 3:45 p.m. on January 29 and reconvened on Tuesday, February 4 at 8:30 a.m. and Wednesday, February 5 at 8:30 a.m. in Washington D.C. for the purpose of attending a Congressional Visit and any other business that may come before the Commission with the following Commissioners present: Tom Flint, Terry Pyle, Larry Schaapman, and Nelson Cox.

There being no further business to discuss, the January 28, 2025 meeting officially adjourned at 4:00 p.m. on February 5, 2025.

Terry Pyle, President

ATTEST:

Judy Wilson, Secretary

Larry Schaapman, Vice President

Nelson Cox, Commissioner

Tom Flint, Commissioner




REGULAR AGENDA

Motion authorizing the General Manager/CEO to execute Change Order No. 8 to Contract 430-09972R1 with Olsson Industrial Electric Inc., increasing the not-to-exceed contract amount by \$83,583.62 plus tax for a new contract total of \$14,755,005.76 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. 8.

MEMORANDUM

Date: December 11, 2024

TO: Richard Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Chief Operating Officer
Rey Pulido, Director (Power Production) 
Dale Campbell, Senior Manager Engineering (Power Production) 
Jason Michelbook, Manager Mechanical Engineering (Power Production) 

FROM: Luke Hartung, Engineer IV

SUBJECT: Station Service Project, Change Order #8

Purpose: To request Commission approval for project spend – reached \$500,000 change order threshold (\$83k incremental increase for CO #8)

Change Order eight (8) for contract 430-09972R1 addresses medium voltage (MV) Priest Rapids Sectionalizer cable purchase, MV Wanapum Station Service very low frequency (VLF) cable testing, secondary DC bus feeder, Transformer Relay Panel wiring, and HMI installation in the Control Room. All additions/changes above either fulfill current requirements for complete Station Service replacement or are needed to meet current safety and redundancy standards.

Discussion:

The purpose of the Station Service project is to replace ageing equipment that provides vital operation to the Dams. It will improve the safety and reliability aspects of this equipment by bringing them up to current standards while eliminating potential weak points brought about by normal wear and tear over the years.

The following are the current areas being addressed by Station Service

- Wanapum Station Service 1
- Wanapum Station Service 2
- Priest Rapids Station Service 1
- Priest Rapids Station Service 2
- Switchgear 22 (WAN)
- Wanapum Sectionalizer
- Priest Rapids Sectionalizer
- Priest Rapids MV cable
- Associated Station Service equipment, spares, and HMI controls

Justification:

The purchase and implementation of the items listed above will help ensure safe and reliable operation of critical assets within the Plants and affiliated facilities. As part of the Station Service project, all original station service switchgear is being replaced with new, modern switchgear. Done correctly, the Dams' critical operating functions' safety and reliability aspects are restored to like new or better. This includes ensuring that reused feeder cables connecting directly to the switchgear are in good working condition and haven't sustained damage during construction. The MV cable purchase and testing (VLF) accomplish this. If a breaker failure occurs, Operators are able to see it and act appropriately to avoid shutdown and possible hazard (per design and current standards) with the inclusion of the remaining items.

Prior to Change Order 8, the project team had been using the best available information at the time, which was driven by assumptions (some, as it turns out, not so good).

Below is a list of the inherited conditions and why they no longer work:

- Reuse MV cable at PR Sectionalizer → Paper Insulated Lead Covered (PILC) does not lend well to de-terminations and splices. Current standards prohibit use and promote replacement with low smoke zero halogen (LSZH) when handling.
- Perform Megger testing on all MV cables → Megger testing only finds major direct shorts in the system (crude, go-no go), but does not provide an indication of cable longevity. VLF (a type of Hi-Pot) is able to determine insulation health without damaging it, thereby providing the desired window into cable longevity. In order to develop a complete picture, both tests are needed. Megger and VLF testing are a part of NETA acceptance and maintenance testing standards and provide a thorough evaluation of cable condition.
- Single DC bus feeder → Secondary feeder Included in the new Station Service Switchgear design (redundancy standard) - this covers the installation of said second feed.
- HMI installation and TRP wiring → Has always been part of the design, but not part of the contractor's scope (lack of internal resources)

These additional items and work need to be completed with Station Service replacement to avoid unnecessary or extended outages that would prove costly to the District.

Financial Considerations:

The total cost to purchase the items and labor is \$83,583.62, plus tax.

The benefit to the District is the ability to operate the Dams' critical functions safely and reliably, as they were intended.

The price is considered fair and reasonable based on the following factors:

- Material costs for MV cable follows closely the "going" rate (actual cost and lead time is less than District's direct due to Contractor volume)

- Labor rates as specified in the proposal are consistent with contract stipulated and prior rates
- Testing fees follow closely the “going” rate (actual cost and lead time is less than District’s direct due to Contractor volume)

There have been various additions and changes to this contract/project scope brought about by previous project team members, however necessary, that have done the leg work in bringing us to this threshold (\$500k). It is the current teams wishes to limit future changes, as we have settled on a path that will optimize this project and it’s offerings with regard to the Plants’ immediate needs.

The Project ID is 103440 and 103438. The Cost Center is EB5100. This project will draw money from the capital budget.

Contract Specifics:

These additions/changes will not affect the current project schedule regarding milestones or completion.

Recommendation: Commission approval for project spend \$83,583.62, plus tax.

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

CHANGE ORDER
NO. 8

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

A. Description of Change:

The following changes to the Technical Specifications shall be made:

1. Section TS-2 NEW STATION SERVICE PROTECTION AND CUBICLE DOORS, (SL-87A)

a. Paragraph O, Items 15 and 16 (SL-87A & SL-88) shall be added in their entirety as follows:

15. Contractor shall provide and install jumpers to complete SS GSU trip circuit in Transformer Relay Panels (TRP). This will include circuit completion for SS1 and SS2 (WAN ONLY). District to provide drawing updates for the TRPs.
16. Contractor shall provide and install wiring for secondary DC control bus for SS1 and SS2 (WAN ONLY). They shall be installed per District instruction using existing spare circuit breakers on DC Bus Distribution Panel. District to provide drawing updates for the DC Bus Distribution Panel.

Paragraph P (SL-87A) shall be added in its entirety as follows:

- P. Contractor shall install and perform wiring on new protection monitoring and control modules to be located in panel 22. They shall be installed per District instruction and include the following (supplied by the District):
1. (1) SEL Touchscreen monitor kit, 91610054
 2. (1) SEL-3555 RTAC
 - i. Dual DC Power Supply
 3. (1) SEL-2730M Ethernet Switch
 - i. Dual DC Power Supply

2. Section TS-13 WIRING, (SL-87A)

Paragraph P (SL-87A) shall be added in its entirety as follows:

P. MV Cable Testing

1. MV cables shall be tested to NETA ATA 2021 section 7.3.3.
2. Contractor shall provide all means necessary for access, directions, grounding, equipment, and tools.
3. Contractor shall disconnect and reconnect all termination and or bus work necessary.
4. Test shall not harm or endanger any other electrical equipment, breakers, XFMRs, ECT.
5. Any deficiencies in terminations shall be relayed to the District and corrected by Contractor.

6. Any deficiencies in the cable shall be relayed to the District for evaluation and direction.
 7. (WAN Only) Existing cables to be tested include:
 - i. Station Service 1
 - a. Subs 1-4
 - b. RB Sub
 - c. Sectionalizer
 - ii. Station Service 2
 - a. Subs 1-4
 - b. RB Sub
 - c. Sectionalizer
 - d. SWYD Feeder Isolation XFMR
3. Section TS-19 MV SECTIONALIZING CABINET, (SL-87A)

Preamble and Section A shall be replaced as follows:

A cabinet shall be installed in the cable gallery near Station Service #1 at Wanapum Dam and Station Service #2 at Priest Rapids Dam for the purpose of sectionalizing the Plant's connection to the District's MV grid. This cabinet shall provide for grounding and isolation of each feeder (Isolation Transformer, Station Service #1 & #2). The cabinet shall be located such that the feeder to the isolation transformer is reused (**Wanapum Only**). The remaining feeders shall be replaced as they will no longer be usable. **The District shall perform feeder replacement to Isolation Transformer at Priest Rapids only.** Each feeder shall be terminated using standard MV load-break elbows. MV standoff bushings and busses shall be used for connecting the feeders to the appropriate locations. The cabinet shall have a lockable door.

- A. The District shall provide the following material
 1. 6- Cooper LH215C4B, 200A 15kV, Four-way Junctions with brackets
 2. 6- Cooper LPC215, 200A 15kV, Bushing Cap
 3. 12- Cooper ISB215, 200A 15kV, Stand-off Bushing
 4. 6- Cooper GE215-1Y06 Grounding Elbow
 5. **2100' Okonite 1/0 15kV Cable**
- B. Time of Completion: The completion date shall remain December 25, 2026.
- C. Contract Price Adjustment: As a result of item additions specifically called out and identified in Serial Letter 87A, Serial Letter 88, and this Change Order, the not to exceed Contract Price shall be increased by the sum of \$83,583.62 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 \$14,755,005.76, 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

Olsson Industrial Electric, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Change Order Table

Contract Title:

Contract No.	430-09972R1	Award Date:	10/27/2020
Project Manager:	Tom Hammond	Original Contract Amount:	\$11,423,212.00
District Representative (If Different):		Original Contract completion:	4/30/2023
Contractor:	Olsson Industrial Electric, Inc.	Total CO Cost Change Amt	\$3,331,793.76

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Increase Contract price and Revise TS Language	Senior/Plant Mgr	05/17/21	N/A	\$80,151.00	\$11,503,363.00	\$80,151.00
2	Increase Contract price and Revise TS Language	Managing Director	08/12/21	N/A	\$308,419.00	\$11,811,782.00	\$388,570.00
3	Increase Contract price and Revise TS Language	Comm	10/07/21	N/A	\$1,643,319.00	\$13,455,101.00	\$2,031,889.00
4	Increase Contract Price, Extend Contract Completion Date, and Revise TS Language	Managing Director	08/11/22	05/02/24	\$470,699.00	\$13,925,800.00	\$470,699.00
5	Increase Contract Price, Extend Contract Completion Date, and Revise TS Language	Comm	03/01/23	12/25/26	\$2,053,631.75	\$15,979,431.75	\$2,524,330.75
6	Increase Contract Price and Revise TS Language	Managing Director	07/10/23	N/A	\$449,493.39	\$16,428,925.14	\$449,493.39
7	Revise TS and SR Language	Senior/Plant Mgr	05/01/24	N/A	-\$1,757,503.00	\$14,671,422.14	\$449,493.39
8	Increase Contract Price and Revise TS Language	Comm		N/A	\$83,583.62	\$14,755,005.76	\$533,077.01
Total Change Order Cost Change Amount					3,331,793.76		

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Interlocal Agreement No. 430-12669 for Professional Services with Public Utility District No. 1 of Douglas County, Washington.

3507

MEMORANDUM

January 14, 2025

TO: Rich Wallen, Chief Executive Officer 

VIA: Jeff Grizzel, Chief Operating Officer
Ross Hendrick, Senior Manager of Environmental Affairs 

FROM: Tom Dresser, Fish, Wildlife, and Water Quality Manager
Deanne Pavlik-Kunkel, Fish and Wildlife Program Supervisor

SUBJECT: New Interlocal Agreement – Carlton Acclimation Facility Operations and Maintenance

Purpose: To request Commission approval of a new 5-year \$1,255,225 Interlocal Agreement to procure services from the Public Utility District No. 1 of Douglas County (DPUD) for the Carlton Acclimation Facility Operation and Maintenance (O&M) from March 1, 2025 through February 28, 2030.

Background: The Public Utility District No. 2 of Grant County, Washington (District) entered into the Priest Rapids Salmon and Steelhead Settlement Agreement (SSSA) with multiple parties during 2005 and 2006. The SSSA included specific measures to protect, mitigate and enhance populations of non-ESA-listed salmon species that migrate through the Priest Rapids Project (coho, sockeye, fall and summer Chinook) and included additional measures to protect, mitigate and enhance ESA-listed populations. The SSSA was adopted into the District’s Federal Energy Regulatory Commission (FERC) License Order in April 2008.

Under Part X, Section 10.4 “Summer Chinook Protection Program” of this agreement, the District is required to produce 675,757 summer Chinook (per Priest Rapids Hatchery Coordinating Committee-Hatchery Subcommittee SOA 2022-02; the District’s Hatchery Production Objectives, Release Years 2024-2033) which includes 164,533 Methow basin summer Chinook salmon smolts to be released into the Methow River.

This new interlocal agreement provides a five-year (March 1, 2025 through February 28, 2030) scope of work and budget for O&M performed by DPUD to implement the District’s Methow Basin summer Chinook hatchery mitigation program at the Carlton Acclimation Facility.

DPUD is uniquely qualified to conduct O&M activities for the summer Chinook mitigation program at the Carlton Acclimation Facility because of their fish-culture experience and expertise, as well as the proximity of the facility to other DPUD owned and operated hatcheries. This proximity allows facility operators to more effectively meet facility operational needs and ensure emergency response times are within expected criteria for juvenile salmon programs. They have been good partners, successfully operating and supporting maintenance of the facility since 2018, and have ensured the District’s Methow River summer Chinook program meets District obligations and PRCC Hatchery Subcommittee requirements.

The current Professional Services Interlocal Agreement (430-08136) is set to expire on February 28, 2025.

Justification: This interlocal agreement would allow implementation of the District’s mitigation requirement for Methow Basin summer Chinook required by the SSSA’s summer Chinook artificial production requirements. The consequence of not implementing this interlocal agreement is non-compliance with obligations under the SSSA and FERC License order for the Priest Rapids Project.

Currently, the District’s Fish, Wildlife, and Water Quality (FWWQ) Department does not have the biological staff nor the expertise necessary to complete this work in-house and the FWWQ staff believes that continuing to interlocal agreement with DPUD is the most cost effective and biologically prudent option to ensure the District’s mitigation obligations for production of Methow Basin summer Chinook are

met. DPUD has the fish culture and biological staff with specific expertise in operating hatchery facilities present and available within the desired response area. Further, there is no other entity in the area currently able to provide this service.

Financial Considerations: The District's FWWQ staff complete a line-item review and negotiation process in an effort to hold costs in check and ensure that proposed tasks and the associated budget were tied to the District's Carlton Acclimation Facility O&M requirements and aligned with the District's long-term strategic goals related to hatchery production.

Overall expenses in the proposed new interlocal agreement are increased over the previous 5-year interlocal by \$259,634. Increases are due to an increase in labor costs, materials and supplies.

The primary advantage of using DPUD is the experienced staff and support network of personnel in the local area. As a result, the District does not have to provide housing for Carlton Acclimation Facility because DPUD staff already live in the area. Douglas PUD maintains local hatchery facilities of their own, which allows for improved support from personnel and equipment in daily operations, and more significantly, in case of facility emergencies.

DPUD is uniquely qualified and positioned to operate the Carlton Acclimation Facility. Despite increases, FWWQ staff believe that a new interlocal agreement with DPUD for Professional Services is the least-cost option. Other alternatives were contemplated but were not considered feasible or would result in increased cost to the District. Alternatives considered include:

1. Using District staff to implement the Methow Basin summer Chinook Program: The FWWQ Department contemplated the feasibility of operating the Carlton Acclimation Facility using District personnel and determined that the cost for the District to provide equivalent staffing and necessary housing compared with that currently provided by DPUD was not cost effective and would significantly increase the overall program budget. Further, the District does not have the experienced fish-culture staff necessary to complete this work.
2. Other Contractors: This option is currently not feasible; there is no other entity in the area currently prepared to provide this service.
3. No Contract Implemented. By not entering into a new contract for this work, the District will be in violation of the terms and conditions of its FERC license.

If approved by the Commission, the new interlocal agreement would cover five years and have an NTE amount of \$1,255,225. This item is allocated in the District's approved 2025 Operations and Maintenance budget and will be included in the proposed 2026-2030 budgets under Cost Center EB4220 and under the Methow Basin Summer Chinook Mitigation Program initiative. Eric Lauver is the District Representative.

Change Order History: Not Applicable.

Legal Review: See attached email.

Recommendation: Commission approval of a new 5-year \$1,255,225 Interlocal Agreement to provide services from the Public Utility District No. 1 of Douglas County (DPUD) for the Carlton Acclimation Facility Operation and Maintenance from March 1, 2025 through February 28, 2030.

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, effective upon full execution, is by and between Public Utility District No. 1 of Douglas County, Washington (“Douglas PUD”), and Public Utility District No. 2 of Grant County, Washington (“Grant PUD”) sometimes referred to as “Party” or collectively the “Parties”.

Recitals:

Public Utility Districts are authorized, pursuant to RCW Chapters 39.34 and Title 54, to enter into cooperative agreements for the efficient use of resources; and

Grant PUD desires to obtain professional services from Douglas PUD for the operation and maintenance (O&M) of the Carlton Acclimation Facility. Provided services include all labor, fish health services, standby/emergency response, collection of summer Chinook salmon adults for broodstock at Wells Dam, and final rearing and acclimation of juveniles at Grant PUD’s Carlton Acclimation Facility.

Grant PUD is defined as any employee, contractor or agent of Public Utility District No. 2 of Grant PUD County, Washington; and

Douglas PUD is defined as any employee, contractor or agent of Public Utility District No. 1 of Douglas County, Washington.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Scope of Services

The purpose of this Agreement is to set forth the terms and conditions under which Douglas PUD shall provide to Grant PUD the services associated with the rearing and acclimation of Methow Basin summer Chinook salmon, required of Grant PUD, under the 2006 Priest Rapids Salmon and Steelhead Settlement Agreement (Part X) at Grant PUD’s Carlton Acclimation Facility (CAF).

A. Scope of Services Provided by Douglas PUD

1. Douglas PUD hatchery staff shall support the stocking of the CAF with up to 181,000 (164,533 program target plus up to ten percent [10%] over production, or adjusted number per Grant PUD’s Priest Rapids Coordinating Committee Hatchery Sub-Committee [PRCC-HSC]) juvenile summer Chinook in eight (8), 30’-diameter acclimation tanks starting in October of each year. Juvenile fish transport to CAF shall be conducted by Washington Department of Fish and Wildlife (WDFW) staff stationed at Eastbank Hatchery.
2. Douglas PUD hatchery staff shall feed and rear (including other standard fish husbandry tasks) the number of stocked fish from item 1 (currently up to 164,533 juvenile Chinook) until the April/May release time according to an annual rearing plan provided by Grant PUD. Current size target at release is 13-18 fish per pound.
3. Douglas PUD hatchery staff shall release the juvenile fish production to the Methow River via the existing CAF release mechanism on the prescribed release date(s) and time(s). Should an unplanned emergency release be necessary, the emergency release procedure will follow, to the extent practicable, the Emergency

Action Plan (dated March 26, 2021, Section 3.3 Emergency Fish Release) for the CAF. Fish will be released to the Methow River from CAF if possible, or trucked to a safe release location according to the plan. Grant PUD will be notified as soon as possible but within 24 hours.

4. All fish culture targets (rearing number and size targets, release dates, etc.) shall adhere to Grant PUD's PRCC-HSC management guidelines.
5. Douglas PUD staff shall purchase fish feed through Grant PUD's procurement account with the feed vendor(s) established by Grant PUD to ensure that proper fish nutrition is achieved at CAF. Douglas PUD shall provide Grant PUD with an annual estimate of the amount of fish feed to be purchased.
6. Douglas PUD hatchery staff shall provide standby and emergency response while fish are on-station, i.e., during the October to May acclimation period. Standby and emergency responders shall reside or be stationed within thirty (30) minutes of the CAF.
7. Douglas PUD hatchery staff shall collect adult broodstock at Wells Dam and/or Wells Hatchery, per timing outlined in the broodstock-collection protocols, typically between June 15 – August 15 (subject to Priest Rapids Coordination Committee-Hatchery Subcommittee and HCP Hatchery Committee approved annual Broodstock Collection Protocol and for which Grant PUD is party to). This work includes trapping, short-term holding, loading adults into a fish transport vehicle, and delivering the fish to holding ponds at Eastbank Hatchery. Coordination with WDFW Monitoring & Evaluation (M&E) staff at Wells Dam on collection days, and procurement of a fish-transport permit is included in this work.
8. Douglas PUD staff shall provide support for Grant PUD's Passive Integrated Transponder (PIT) tagging contractor at CAF.
9. Douglas PUD staff shall maintain thorough records of all aspects of fish culture including fish numbers, fish health, feeding, sampling/biological data, mortalities, coefficient of variations (CV), growth profiles, feed-conversion rates, etc. Douglas PUD shall provide a database to hold all recorded data at CAF.
10. Douglas PUD staff shall provide written monthly and annual program reports to Grant PUD. Monthly reports are due by the 10th of the following month. The first draft of the annual report is due by May 30, with the final reports due by July 31. Annual data shall be provided to Grant PUD for annual Monitoring and Evaluation reporting according to Grant PUD's current reporting schedule.
11. Douglas PUD staff shall record facility water use weekly and report this data to Grant PUD monthly.
12. Douglas PUD hatchery staff shall ensure that in-hatchery M&E crews contracted by Grant PUD and Grant PUD biologists have access to fish at CAF, as well as providing access to the CAF fish culture database.

13. Douglas PUD hatchery staff and veterinarian shall perform all necessary fish health inspections, biological assessments and treatments at the CAF, and shall be responsible for sending fish health samples and testing to a fish health lab. Douglas PUD fish husbandry staff shall also be responsible for implementing Grant PUD approved biosecurity protocols and procedures recommended by Douglas PUD's fish health personnel.
14. Douglas PUD fish husbandry staff shall implement all of the fish veterinarian's prescribed treatments including all chemical, biological, and mechanical treatments and measures. Douglas PUD shall keep Grant PUD apprised of fish health issues and possible treatments. Grant PUD shall have input on the preferred course of treatment, at its discretion.
15. Douglas PUD hatchery staff shall maintain CAF in a fully functional, clean, and reliable condition, including site appearance and grounds maintenance. Douglas PUD hatchery staff will handle minor repairs requested by Grant, using appropriate materials, tools and equipment provided by Grant PUD; provided Grant will be responsible for general maintenance and repair obligations for normal wear and tear of the CAF as provided in Section 1.B.5, below. Douglas PUD shall repair the CAF for any damage caused by Douglas PUD.
16. Douglas PUD staff shall follow Grant PUD protocols for purchases, using Grant PUD's provided list of approved vendor accounts whenever possible. These purchases shall be for smaller cost items and items that are needed quickly to keep the facility operating properly and safely. Materials, supplies, or services not available through Grant PUD's approved vendors or in excess of \$500.00 shall be submitted to Grant PUD's Project Manager for approval and/or purchase.
17. Douglas PUD staff and Grant PUD's Project Manager shall closely coordinate on all aspects of facility Operation and Maintenance (O&M). Douglas PUD and Grant PUD shall hold a weekly meeting during the fish-acclimation season to foster communication and coordination regarding the operation of the CAF.
18. Douglas PUD shall provide Grant PUD an opportunity to respond to all visitor requests to the CAF prior to scheduling visits.
19. Douglas PUD shall provide and configure a computer, printer, and scanner.
20. Douglas PUD shall provide a telephone (landline type).
21. Douglas PUD shall coordinate with Grant PUD on safety at CAF and agrees to appoint a safety officer to visit the CAF upon request by Grant PUD to evaluate the facility and activities performed by Douglas PUD staff, and to identify safety improvements and/or facility upgrades deemed necessary by both Douglas and Grant PUD Safety Officers. Douglas PUD shall include the CAF and assigned operators in Douglas PUD's monthly hatchery safety meetings. Safety shall remain a priority for Douglas PUD at the CAF. Douglas PUD will hold monthly safety meetings to ensure workers operate safely and that the CAF remains a safe working environment. Douglas PUD will adopt any reasonable safety measures requested by Grant PUD.

22. The Douglas PUD workers shall be insured by Douglas PUD. The vehicle supplied to Douglas PUD by Grant PUD (as set forth Section 1.B.10, below, is to be used for official business only. The vehicle shall not be used for standby duty (unless authorized by supervisor for unusual circumstances).
23. Douglas PUD shall provide the following employee positions to Grant PUD for CAF:
 - a. 12-month Hatchery Specialist to direct fish husbandry and maintenance at CAF and provide standby and emergency response (30-minute response required).
 - b. 8-month Hatchery Specialist to work at CAF, October through May to support the 12-month Hatchery Specialist position and to provide standby and emergency response (30-minute response required).
 - c. 1-month Methow Hatchery Supervisor to oversee the operation of the CAF team and coordinate standby response using all available Methow and Wells hatchery personnel.
 - d. 1-month Fish Veterinarian to oversee biosecurity and fish health.

All Douglas PUD employee payroll, benefits, and costs for its employees will be paid by Douglas PUD unless otherwise provided herein.

24. Douglas PUD shall provide Pollution Liability Insurance for the Carlton Acclimation Facility as required by Agreement, Section 9.A. Insurance. The annual cost of the Pollution Liability Insurance shall be reimbursed by Grant PUD.

B. Scope of Services Provided by Grant PUD

1. Grant PUD will maintain an account(s) with a fish feed supplier(s) and provide use of this account(s) for Douglas PUD staff to purchase fish feed for the CAF program. Grant PUD will directly pay the fish feed supplier(s) for the fish feed.
2. Grant PUD will provide Passive Integrated Transponder (PIT) tags and a contractor to conduct PIT-tagging activities at CAF. Currently, PIT tagging is conducted by Public Utility District No. 1 of Chelan County (Chelan PUD).
3. Grant PUD will maintain a contract with the fish health lab used by Douglas PUD to allow direct payment of fish health laboratory testing expenses.
4. Grant PUD will provide appropriate materials, tools and equipment necessary for maintaining the CAF facility, grounds, and site in a fully functional, clean, and reliable condition.
5. Grant PUD will coordinate and pay for all maintenance and repair of facility components at the CAF (physical plant, structural, mechanical, etc.) except for the Douglas PUD allocated maintenance and repair obligations set forth in Section 1.A.15. Grant PUD will evaluate the CAF for necessary repairs or improvements. Items to be evaluated include potential flow limitations to the surface water intake,

potential for ice buildup or pipes freezing in the facility, or other potential operational or safety hazards identified during safety reviews or during normal operations in the future. Grant PUD will notify Douglas PUD of plans to conduct facility repairs or upgrades, and keep Douglas PUD informed on progress of facility repairs, upgrades or modifications.

6. Grant PUD will provide an Emergency Action Plan (EAP) for Douglas PUD staff to follow in the event of emergencies that fall outside Douglas PUD's standard emergency response protocol. This plan will include contact names and phone numbers for individuals that may be contacted for support and assistance. General scenarios and the appropriate actions to take/people to contact will be included in the EAP.
7. Grant PUD will provide Douglas PUD hatchery staff a list of Grant PUD approved vendor accounts for use in procuring items for the operation of the CAF.
8. Grant PUD will provide internet service, phone service, and electrical service to CAF.
9. Grant PUD shall coordinate with Douglas PUD on safety at CAF and agrees to appoint a safety officer to visit the CAF upon request by Douglas PUD to evaluate the facility and activities performed by Douglas PUD staff, and to identify safety improvements and/or facility upgrades deemed necessary by both Douglas and Grant PUD Safety Officers. Grant PUD will implement safety measures when completing its CAF maintenance and repair obligations hereunder. Grant PUD shall take under consideration any written facility-related safety recommendations put forward by Douglas PUD's Safety Officer and shall provide a written response to Douglas PUD if suggested facility improvements are not adopted.
10. Grant PUD will supply one vehicle for Douglas PUD staff to use at CAF, which will be insured by Grant PUD. Fuel used in this vehicle shall be purchased by Grant PUD or by Douglas PUD staff to be reimbursed by Grant PUD.
11. Grant PUD will keep the Douglas PUD CAF operators informed of all fish culture targets (rearing number and size targets, release dates, etc.), Grant PUD's PRCC-HSC management guidelines, and of all in-season alterations that occur.

2. Term

This Agreement shall be effective upon execution by all Parties and remain in full force and effect until February 28, 2030, and may be terminated earlier by written notice issued to the other Party at least 30 days in advance of the date of termination.

3. Payment

Grant PUD agrees to pay Douglas PUD for services quarterly for the term of this Agreement upon receipt of the invoice. Since the Carlton Acclimation Facility Interlocal Agreement runs from March 1st to February 28th/29th, quarterly invoices will be submitted to Grant PUD at the beginning of each quarter (March 1, June 1, September 1, and December 1). The invoiced amount paid to Douglas PUD will equal one quarter of the estimated annual cost (see table below). Grant PUD will pay invoices within thirty (30) days of receipt. In no event shall the total amount paid to

Douglas PUD for services exceed the amount specified for the associated fiscal year laid out in the table below:

Fiscal Year	Annual Charges	Quarterly Payment
March 1, 2025-Feb. 28, 2026	\$227,164.07	\$56,791.02
March 1, 2026-Feb. 28, 2027	\$238,522.27	\$59,630.57
March 1, 2027-Feb. 29, 2028	\$250,448.39	\$62,612.10
March 1, 2028-Feb. 28, 2029	\$262,970.81	\$65,742.70
March 1, 2029-Feb. 28, 2030	\$276,119.35	\$69,029.84

The annual cost charged to Grant PUD will adjust annually by 5% and is intended to allow for anticipated changes to salaries and benefits during the duration of the Agreement. The annual charges are found in the table above.

The total maximum of charges associated with implementing this Agreement Price shall not exceed \$1,255,224.88 during the term, unless amended jointly pursuant to Section 8 of this Agreement.

For reference purposes, all invoices shall include the Agreement No. 430-12669 on the first page of the invoice and shall be submitted per the schedule designated above to the attention of:

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

Or

AccountsPayable@gcpud.org

4. Hold Harmless and Indemnification

Douglas PUD shall, at its sole expense, indemnify, defend, save, and hold harmless Grant PUD, its officers, agents, and employees from all actual or potential claims or losses, including costs and legal fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever, including Grant PUD, to the extent caused by any negligent act of or omission of Douglas PUD or its subcontractors, excluding damages caused by the negligence of Grant PUD, in the administration or performance of this Agreement or any subcontracts, and for which either of the parties, their officers, agents, or employees may or shall be liable. In situations where liability for damages arises from claims of bodily injury to persons or damage to property, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Douglas PUD or its subcontractors. Douglas PUD waives its immunity under industrial insurance, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement. Douglas PUD’s indemnification obligation shall not apply to liability for damages arising out of bodily injury to a person or damage to property caused by the negligence of Grant PUD or its agents or employees and not attributable to any act or omission on the part of Douglas PUD. In the event of damages to a person or property caused by or resulting from the concurrent negligence of Grant PUD or its agents or employees and Douglas PUD or its agents or employees, Douglas PUD’s

indemnity obligation shall apply only to the extent of Douglas PUD’s (including that of its agents and employees) negligence.

Grant PUD shall, at its sole expense, indemnify, defend, save, and hold harmless Douglas PUD, its officers, agents, and employees from all actual or potential claims or losses, including costs and legal fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever, including Douglas PUD, to the extent caused by any negligent act of or omission of Grant PUD or its subcontractors, excluding damages caused by the negligence of Douglas PUD, in the administration or performance of this Agreement or any subcontracts, and for which either of the parties, their officers, agents, or employees may or shall be liable. In situations where liability for damages arises from claims of bodily injury to persons or damage to property, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grant PUD or its subcontractors. Grant PUD waives its immunity under industrial insurance, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement. Grant PUD’s indemnification obligation shall not apply to liability for damages arising out of bodily injury to a person or damage to property caused by the negligence of Douglas PUD or its agents or employees and not attributable to any act or omission on the part of Grant PUD. In the event of damages to a person or property caused by or resulting from the concurrent negligence of Douglas PUD or its agents or employees and Grant PUD or its agents or employees, Grant PUD’s indemnity obligation shall apply only to the extent of Grant PUD’s (including that of its agents and employees) negligence.

Douglas PUD and Grant PUD acknowledge that by entering into this Agreement they have mutually negotiated the above indemnity provisions. The mutual indemnity and defense obligations shall survive the termination or completion of the Agreement and shall remain in full force and effect until satisfied in full.

5. Administrators

This Agreement shall be jointly administered by a representative of Grant PUD and a representative of Douglas PUD. Absent written notice by one Party to the other, the administrators shall be: For Grant PUD: Eric Lauver, Lead Biologist, Project Manager; for Douglas PUD: Andrew Gingerich, Natural Resources Supervisor, Project Manager.

6. Notices

Any notice or other communication under this Agreement given by either Party shall be sent via email to the email address listed below, or mailed, properly addressed and stamped with the required postage to the intended recipient at the address and to the attention of the person specified below and shall be deemed served when received and not mailed. Either Party may from time to time change such address by giving the other Party notice of such change.

Grant PUD
Eric Lauver
Lead Biologist
Public Utility District No. 2
of Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, WA 98823
Office (509) 754-5088, x2688

Douglas PUD
Andrew Gingerich, Natural Resources
Supervisor
Public Utility District No. 1
of Douglas County, Washington
1151 Valley Mall Parkway
East Wenatchee, WA 98802
(509) 881-2323
andrew.gingerich@dcpud.org

Mobile (509) 797-5175
elauver@gcpud.org

7. Applicable Law

This Agreement is made, executed under and is to be governed by, construed and enforced in accordance with the laws of the State of Washington. In the event of a suit, the undersigned agree that a visiting judge shall be assigned to the case so that a resident judge, who is also a customer of either Doulas PUD or Grant PUD, will not hear the case. The substantially prevailing Party in any legal action herein shall be entitled to reasonable attorney fees and all reasonable costs, including, but not limited to, expert witness fees and travel and lodging expenses.

8. Modifications and Amendments

Any modification of this Agreement. Amendment of terms, or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or any authorized representative of each Party and shall only be made on the form attached as Appendix "A". This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

9. Insurance

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

Contractor Required Insurance

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

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

with the following **minimum limits:**

- e. \$1,000,000 Each Occurrence
- f. \$1,000,000 Personal Injury Liability

- g. \$2,000,000 General Aggregate (per project)
- h. \$2,000,000 Products and Completed Operations Aggregate

Commercial general liability insurance will include Grant PUD as additional insured on a primary and non-contributory basis for ongoing operations. A waiver of subrogation will apply in favor of Grant PUD.

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

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

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

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

4. **Excess Insurance:** Excess (or Umbrella) Liability insurance with a **minimum limit of \$5,000,000 per occurrence and in the aggregate**. This insurance shall provide coverage in excess of the underlying primary liability limits, terms, and conditions for each category of liability insurance in the foregoing subsections 1, 2 (Employer's Liability only) and 3. If this insurance is written on a claims-made policy form, then the policy shall be endorsed to include an automatic extended reporting period of at least five years or the statute of repose.

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

5. **Pollution Liability Insurance:** Pollution Liability insurance **with a minimum limit of \$1,000,000**. Pollution liability coverage shall cover bodily injury, property damage, including cleanup costs and defense costs resulting from sudden and gradual pollution conditions of contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water.

Pollution liability insurance shall include Grant PUD as additional insured. A waiver of subrogation will apply in favor of Grant PUD.

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

- B. Evidence of Insurance - Prior to performing any services, and within 10 days after receipt of the Contract Award, the Contractor shall file with Grant PUD a Certificate of Insurance showing the Insuring Companies, policy numbers, effective dates, limits of liability and deductibles with a copy of the endorsement naming Grant PUD as an Additional Insured for each policy where indicated in Section A.

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

Grant PUD shall have the right but not the obligation of prohibiting the Contractor or subcontractor from entering the project site until such certificates or other evidence of insurance has been provided in full compliance with these requirements. If the Contractor fails to maintain insurance as set forth above, Grant PUD may purchase such insurance at the Contractor's expense. The Contractor's failure to maintain the required insurance may result in termination of this Contract at Grant PUD's option.

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

10. Relationship of the Parties

No agent, employee or representative of Grant PUD shall be deemed to be an agent, employee, or representative of Douglas PUD for any purpose, and the employees of Grant PUD are not entitled to any of the benefits Douglas PUD provides to Douglas PUD employees. No agent, employee or representative for Douglas PUD shall be deemed to be an agent, employee or representative of

Grant PUD for any purpose, and the employees of Douglas PUD are not entitled to any of the benefits Grant PUD provides to Grant PUD employees.

11. Public Records Act

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

12. Assignment

Either Party may not assign this Agreement, in whole or in part, voluntarily or by operation of law, unless approved in writing by Grant PUD.

13. Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had all signed the same document. All executed current parts shall be construed together, and shall, together with the test of this Agreement, constitute one and the same instrument.

14. Filing

The administrators shall, in compliance with RCW 39.34, upon execution of this Agreement, file copies of the Agreement with their respective county auditors or, alternatively, post an electronic copy of the Agreement on the Parties’ websites at www.grantpud.org for Grant PUD and www.douglaspud.org for Douglas PUD.

15. Authority

Each person signing this Agreement has the full authority of the Parties on behalf of which they are signing to execute this Agreement and to bind those parties to the terms of this Agreement.

16. Contract Safety Program

See Appendix “B” title Contract Safety Program.

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed on the date indicated below.

Public Utility District No. 2
of Grant County, Washington

Public Utility District No. 1 of Douglas County,
Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX "A"
AMENDMENT NO. __

Pursuant to Section 8, the following changes are hereby incorporated into this Contract:

- A. Description of Change:

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

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

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

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

Public Utility District No. 1 of Douglas County,

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____

APPENDIX “B” – CONTRACTOR SAFETY PROGRAM

A. Purpose

DEFINITIONS: When used in this Contractor Safety Program (Appendix B and C), the following terms have the following meanings:

- (a) "Contractor" means Public Utility District No. 1 of Douglas County, Washington.
- (b) "District" means Public Utility District No. 2 of Grant County, Washington.
- (c) "Contract Documents" means the interlocal cooperative agreement (ILA) as defined in the Grant-Douglas Carlton Acclimation Facility ILA No. 430-12669 Agreement.
- (d) "Contractor's Representative or DR" means the individual that the Contractor designates as its representative in compliance with the Contract Documents. (See Section 5 of the Agreement)
- (e) "District’s Representative" means the individual that the District designates in writing to serve as its representative in dealings with the Contractor.
- (f) The "Work" means the entire undertaking and includes all labor, materials, plant, tools, supplies, equipment, transportation, supervision, design, services, goods and all other items or things necessary, appropriate or incidental to the carrying out and completion of all tasks involved in performance of the Work in full compliance with the Contract Documents.
- (g) “Work” and worksites are defined as those associated with, and at, the Carlton Acclimation Pond property (CAF) and offsite locations so long as those offsite actions are related to work actions that are necessary to complete actions identified in this Agreement above.

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

B. General

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

Stop Work Order: District employees also have the authority to immediately stop a work activity without issuing the Initial/Warning Notice. The District employee will immediately notify the District Representative of the Stop Work Order. The District Representative may direct the Contractor to stop

work due to safety and health concerns. The Stop Work Order may cover all work on the Contract or only a portion of the work. After the District issues a Stop Work Order, the Contractor shall meet with District Representatives (as determined by the District Representative) to present a written statement outlining specific changes and/or measures the Contractor will make to work procedures and/or conditions to improve safety and health. A Stop Work Order can be rescinded only with the written approval of the District Representative.

The Contractor shall not be entitled to any adjustment of the Contract price or schedule when the District stops a work activity due to safety and health concerns that occurred under the Contractor's, Subcontractor's, or supplier's control.

The District's conduct does not alter or waive the Contractor's safety and health obligations.

Contractor shall provide an onsite Safety Professional as directed by the District Representative based upon number and/or severity of identified safety infractions.

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

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

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

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

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

The Contractor/subcontractor shall conduct and document job briefings if and as described in the language in the Contractor's Site-Specific Safety Plan (see "SSSP" below) submitted to the District's Representative. The Contractor/Subcontractor shall provide an equivalent job briefing to personnel and/or visitors entering the job site after completing the original job briefing. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for the duration of the Contractor's warranty period.

Job Site Reviews Performed by the District: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to participate in District job briefs and/or

District job site reviews that pertain to other work being performed that may impact the Contractor's work.

Job Site Reviews Performed by Contractor: Each Contractor and Subcontractor shall perform and document weekly safety reviews of their work area(s) as defined or agreed in the Contractor's SSSP submitted to the District Representative. Immediately upon request, the Contractor shall provide a copy of the documented monthly safety review meetings furnished to the District Representative. The District's Representative is encouraged to participate in these monthly safety meetings and, if necessary, share notable deficiencies that should be addressed in a reasonable period of time. A reasonable period shall be defined by the type of deficiency where minor issues could be addressed, for example, on the same day, whereas those subjected to subcontractor procurement may take up to a month or more (E.g. fire extinguisher inspection). Contractor and Subcontractor supervisors/foremen shall take immediate action, where possible, to correct identified violations, unsafe practices, and unsafe conditions. The Contractor and Subcontractor shall be solely responsible for reviewing and monitoring the work area or location of all their employees during the performance of work.

Site Specific Safety Plan (SSSP): The District and Contractor shall jointly prepare, implement, and enforce a SSSP for all work included in this Contract. The SSSP shall be prepared jointly and accepted in writing by the designated representative of both Parties.

- a. The SSSP shall, at a minimum, identify and provide mitigation measures for any recognized hazards or conditions. Site and adjacent conditions shall be considered. All significant hazards, including unusual or unique hazards or conditions specific to the Contract work shall be identified and mitigated. The Contractor shall provide a clear delegation of authority for the work site(s). The Contractor shall identify, locate, and provide direction to the nearest emergency medical facilities. This shall include telephone numbers for emergency services in the area.

The Contractor shall make available to all workers at the site(s) the SSSP and ensure that all workers are familiar with the content and requirements of the SSSP. Any subcontractors shall adhere to the Contractor's SSSP.

Any emergent hazards not identified in the SSSP shall require a Job Hazard Analysis prior to starting work on the associated job.

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

The District reserves the right to request updated Contractor safety information at any time during the performance of this Contract. Such updated information will be provided on the attached Appendix "C", Contractor Safety Request for Information Form.

Office Work: Contractor personnel who perform work in an office environment at premises owned, leased, possessed, or controlled by the District shall be required to follow at a minimum the following safety and security requirements. This work includes but is not limited to professional services and consulting, technology-related tasks, and training services. Work activities may include working at a desk, attending meetings, touring facilities, and similar activities.

1. **Access:** Contractor personnel will be issued a physical key or can display their employee badge to provide access to work areas as needed. Workers without

authorized access to an area must be escorted at all times. Any person with authorized access may serve as an escort.

2. Emergency Preparedness: All Contractor personnel, when entering a facility or work area, shall determine the locations of emergency exits, fire extinguishers, first aid kits, AED, and gathering points in case of evacuation.
3. Housekeeping: Contractor personnel shall keep desks, cubicles, meeting rooms, and all other working areas free from clutter and tripping hazards. Work areas shall be cleaned after use according to applicable guidelines posted by the District in such work areas.

C. SPECIALIZED WORK

1. Involvement in Job Briefs by Others/Involvement of Others in Contractor's Job Briefs: When work completed by the Contractor will or may affect work being completed by other contractors or by District staff, the Contractor shall ask for a representative from the other contractor or District staff to participate in the Contractor's daily job brief for the purpose of informing the other party of safety hazards that may be encountered as a result of the affected work. Job brief discussion shall include hazards that the other contractor or District staff may encounter as part of the Contractor's work, mitigation measures, clearance points and boundaries, effects that equipment taken out of service or put back into service could have on other parties, Personal Protective Equipment (PPE) requirements and contingency plans. The above is a District requirement.
2. Temporary Traffic Control: When work activities occur within or adjacent to District access roads, the Contractor shall follow the guidelines for Temporary Traffic Control Planning as specified in the current Manual on Uniform Traffic Control Devices. The plan shall be reviewed and approved by the District Representative prior to implementation. The above is a Code requirement.
3. Caution and Danger Barriers:

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

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

Contractors that will be introducing hazards as part of their work must barricade the hazardous area to prevent employees from entering the area in accordance with District Policy SA-DW-PRG-430. The above is a Code requirement.
4. Confined Spaces: Contractor shall comply with District Policy SA-DW-PRG-080. The purpose of a Permit-Required Confined Space Program is to ensure safe practices are utilized prior to and during all construction work activities in confined spaces at District work locations. The Confined Space Program is designed to prevent personal injuries, illness, and fatalities in confined spaces. As an employer, the Parties have developed and implemented this document to meet the written program requirements specified in OSHA regulation 29 CFR 1926 subpart AA and WAC 296-809, the Confined Spaces in Construction Standard. The above is a Code requirement.

5. Qualified Electrical Worker: For purposes of complying with Washington State law and the District's Electrical Safety Program, a Qualified Electrical Worker is defined according to the definition in WAC 296-45. The above is a Code requirement.
6. Authorized Employee: To comply with Washington State law and the District's Electrical Safety Program, an Authorized Employee is defined according to the definition in WAC 296-45. The above is a Code requirement.
7. Contractor employees shall not reach blindly into areas that might contain energized parts.
8. Contractor employees shall not enter spaces containing live parts unless the illumination in that space is sufficient to allow the work to be performed safely.
9. General
 - a. The Contractor shall be aware of the hazards when working in close proximity to electrical circuits and accordingly shall take all necessary precautions to prevent injury and loss of life of employees and damage to equipment and property. All hazardous areas and/or operations existing or created by the Contractor must be considered and the Contractor shall take whatever precautionary measures are required and assume all risks from damage claims that arise, due to Contractor's operations.
 - b. The Contractor shall take extra precautions to prevent nail puncture accidents by removing nails from scrap lumber, etc., at the worksite.
 - c. All employees of the Contractor, Subcontractor or sub-supplier must strictly adhere to the District's "No Smoking" restrictions where imposed. Additionally, no smoking shall be allowed within a 50 foot radius of a transformer or temporary oil storage tank, during oil processing, before, during, or after the mobilizing and demobilizing phases.
 - d. Fire
 - a. The Contractor shall exercise all reasonable caution to prevent fires. Flammable rubbish, especially accumulations of paper, excelsior, and oil-soaked materials, shall be removed from the premises and disposed of as soon as possible. Gasoline, alcohol, oil, solvents, and other flammable substances shall be kept in approved safety containers. All protective covers, drop cloths, and tarpaulins are to be flameproof.
 - b. The Contractor shall coordinate with the DR to keep adequate fire extinguishing equipment on hand at all times, and in close proximity to the work area and any equipment being worked on.
 - e. Personal Protective Equipment
 - a. Contractor shall coordinate with the DR to have on hand and supply its workers, Subcontractors and sub-suppliers with proper protective clothing as required by OSHA, WISHA, and/or other regulatory agencies.

Contractor shall coordinate with the DR to have on hand and supply its workers, Subcontractors and sub-suppliers with ear plugs. Ear plugs shall be worn at all times when working around designated areas requiring ear protection.

The Contractor shall coordinate with the DR to have a correctly calibrated oxygen level meter for use during confined space entry work..

The Contractor shall take adequate precautions to prevent injury and loss of life from falling

f. Emergencies

If an emergency situation is created or observed by the Contractor 911 shall be called immediately.

10. Working Over Or Adjacent To Water: All work conducted over, near, or in water will require appropriate use of a Personal Floatation Device.

11. Clearance, Tagging and Lock Out/Tag Out: All employees and contractors are required to follow the appropriate clearance, tagging and/or lockout/tagout procedures. No work will be performed on or around any hazardous energy source without a clearance or Lock Out/Tag Out, dependent on the location of the work. Failure to comply with the appropriate policy or procedures will result in removal from the project. All other regulatory safety requirements established by the state of Washington shall be met.

a. Unqualified persons shall not cross any Approach Boundary or taped off work area at any time unless escorted by a Qualified Electrical Worker and shall only do so with adequate PPE. Qualified Electrical Workers without the adequate PPE shall not cross any Approach Boundary or taped off work area at any time.

For District facilities other than power plants and the Wanapum maintenance center, WAC 296-45 arc flash protection measures must be followed. The above is a combination of Code and District requirements.

APPENDIX “C” – CONTRACTOR SAFETY REQUEST FOR INFORMATION



Contractor Safety Request for Info

Contractor Company Name:		Prepared By:	
Address:		Title:	
		Phone #:	
		Date:	

Years in business under current company name: _____

PRINCIPAL BUSINESS ACTIVITY:

- | | | |
|--|--|---|
| <input type="checkbox"/> Blasting/Painting | <input type="checkbox"/> Instrumentation | <input type="checkbox"/> Machining |
| <input type="checkbox"/> Cranes | <input type="checkbox"/> Lead/Asbestos Abatement | <input type="checkbox"/> Welding/Piping |
| <input type="checkbox"/> Excavation | <input type="checkbox"/> Cement Work | <input type="checkbox"/> Electrical |
| <input type="checkbox"/> Heavy Transport | <input type="checkbox"/> Drilling | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Labor Service | <input type="checkbox"/> General Construction | |
| <input type="checkbox"/> Scaffold | <input type="checkbox"/> Hydro-Blasting/Cleaning | |

EXPERIENCE MODIFICATION RATE:

Provide the following health, safety, and environmental (HSE)-related information:

List your company’s interstate or intrastate (if applicable) Experience Modification Rate (EMR) for the three (3) most recent years, as evidenced in workers’ compensation insurance premiums:

Last Year: _____ 2-Years Ago: _____ 3-Years Ago: _____

Higher rates may require a corrective action plan for your company. Provide a copy of the letter from your insurance broker or insurance company evidencing the rate for the last 3 years.

- Check this box if your company has less than the minimum number of employees required by law to carry workers’ compensation insurance or if your company does

not have an EMR. (If checked, provide a letter from your insurance company stating this.)

Fill in the following information for the last three available years (use your OSHA 300 Logs)		Last Year	2-Yrs Ago	3-Yrs Ago
(A)	Number of fatalities each year			
(B)	Number of lost workday/restricted activity each year			
(C)	Recordable injury cases each year			
(D)	Total hours each year (do not include non-work time, even though paid)			
(E)	Injury incident rate = <u>NO. OF RECORDABLE INJURIES x 200,000</u> <u>TOTAL HOURS FOR YEAR</u>			

If your company experienced a work-related fatality during this period, provide a brief description of the causes and corrective actions taken. N/A

Has Washington State Labor & Industries, OSHA, EPA, or other State or Federal enforcement agency(s) cited and assessed penalties against your company for any “serious,” “willful” or “repeat” violations in the past five years? Yes No

If “yes,” attach a separate page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the agency Appeals Board and a decision has been issued, state the case number and the date of the decision.

NOTE: If you have filed an appeal of a citation and the agency appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Does your company have a written HSE program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, attach a copy or a summary of your program, including HSE policy you may have.		
Have an orientation program for new hires?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have training program for newly hired/promoted foremen and supervisors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you hold workplace HSE meetings for supervisors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, how often? <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> As Needed		
Do you hold employee “toolbox” HSE meetings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, how often? <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> As Needed		

Do you conduct pre-task HSE planning meetings with employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, briefly describe the program format and/or attach a copy.		
Do you conduct workplace HSE inspections?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, who conducts this inspection? How often? <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> As Needed		
Is the company a member of any external HSE program that awards certificates of recognition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, list certificates of recognition your company has received within the past 3 years:		

Indicate elements included in your overall HSE program	HSE Program	New Hire Training	Supervisor/Foreman Training
Corporate HSE Policy			
HSE Workplace Committee			
HSE Inspections and Audits			
Personal Protective Equipment			
Hazard Assessment and Communication			
Task Assignment Training			
Respiratory Protection			
Fall Protection			
Scaffolding and Ladders			
Perimeter Guarding			
Housekeeping			
Fire Protection/Prevention			
First- Aid Procedures/Facilities			
Emergency Procedures			
Toxic Substances/Hazard Communication			
Trenching and Excavation			
Signs, Barricades, and Flagging			
Electrical Safety			
Rigging and Crane Safety			
Safe Work Practices			
Safety Supervision			
Toolbox/Workplace HSE Meetings			

Incident Investigation/Reporting			
Abrasive Blasting Safety			
Substance Abuse			
Vehicle Safety			
Use of Compressed Gas Cylinders			
Welding/Cutting			
Medical Evaluation			
Blood borne Pathogens			
Employee Discipline			
High-Pressure Water Cleaning			
Hot Taps			
Noise/Hearing Conservation			
Heat/Cold stress			
Incentives/Awards for HSE Achievements			
Spill Prevention/Response			
Dust Suppression			
Wastewater/Storm Water Management			
Hazardous Waste and Solid Waste Management			
Equipment Emissions			
Wetlands/Sensitive Habitats			

THIS INFORMATION MUST BE FURNISHED TO GRANT PUD PRIOR TO THE BIDDING OF ANY CONTRACT OR ONSITE LABOR

For further information or assistance in meeting these requirements, please contact the designated Grant PUD District Representative.

REVIEW/APPROVAL SIGNATURES
GRANT PUD USE ONLY

<p style="text-align: center;">REQUIRED SIGNATURE</p> <p>SAFETY: _____ DATE _____</p> <p>DISTRICT REP. _____ DATE _____</p>	<p><input type="checkbox"/> RECEIVED <input type="checkbox"/> FURTHER REVIEW</p>
---	---

For Commission Review – 02/11/2025

RESOLUTION NO. XXXX

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

Recitals

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

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

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

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

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 25th day of February, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

January 30, 2025

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel
Jeff Grizzel (Jan 30, 2025 10:44 PST)
 Jeff Grizzel, Chief Operating Officer
 Ron Alexander, Managing Director – Power Delivery Ron Alexander
Ron Alexander (Jan 30, 2025 12:38 PST)
 Jesus Lopez, Senior Manager – Power Delivery Engineering Jesus Lopez

FROM: Sharon Lucas, Administrative Assistant – Power Delivery Engineering Sharon Lucas
Sharon Lucas (Jan 30, 2025 10:31 PST)

SUBJECT: 2024 Pre-qualification of Contractors for Electrical Work

Purpose: Recommend approval and/or rejection of contractor applications seeking pre-qualification for electrical work as stated in the various categories listed for the District’s Electric System in the 2025 construction year, per RCW 54.04.085.

Discussion: The District completed an annual Pre-Qualification process as required and described in RCW 54.04.085. The District advertised for contractors to be pre-approved for District electric system work for the 2025 construction year. A legal notice was published in October in the following:

- Wenatchee World
- Daily Journal of Commerce - Seattle
- Daily Journal of Commerce - Portland
- Spokesman Review

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

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

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

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

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

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

CONTRACTOR	CATEGORIES							\$ Amt Millions
	A	B	C	D	E	F	G	
Cascade Cable Constructors LLC	X*		X*					10
Granite Construction			X	X*				Unlimited
Henkels & McCoy Inc	X	X	X	X				100
International Line Builders	X	X	X*	X*		X	X	25
JH Kelly LLC	X*		X*	X*				200
Michel's Pacific Energy	X	X	X	X	X	X	X	500
Potelco	X	X	X	X*	X*	X	X	50
Power City Electric	X*		X	X*			X	20
Spartan Infrastructure		X*					X	300
Tice Electric	X*	X*	X	X*				30
Wilson Construction	X	X	X	X	X*	X	X	300

X = Recommended Approval

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

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

CONTRACTOR	CATEGORIES							\$ Amt Millions
	A	B	C	D	E	F	G	
American Electrical Services	R*		R			X		3
Aubrey Silvey			R*	X*	X			50
Black & McDonald	R*	R	R*	R*		X*		20
Cannon Construction	X	X	R	R*		X	X	25
Crux Subsurface	X*	X*	X	X*			R	400
DJ's Electric	X	X	X	R*	R	R	R	20
Palouse Power	X	X	X	R*	R	X	X	10
River Line Power	X*	X	X	X*		R	R	3.5
Sturgeon Electric	X	X	X	R*	X	X	X	200
Summit Line Constriction	X	X	X	R*	R*			20

A = Approval R = Rejected

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

C. Contractors rejected for the work categories listed below were rejected for failure to provide adequate financial documentation or evidence of experience and technical qualifications in performing the required functions for the specific work category.

CONTRACTOR	Financial Documentation	CATEGORIES							\$ Amt Millions
		A	B	C	D	E	F	G	
<i>Cashe Valley Electric</i>	<i>Rejected</i>								250

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

c: Jesus Lopez
Patrick Bishop
Niconia Butler
Sharon Lucas











MEMORANDUM


Final Audit Report

2025-01-30

Created:	2025-01-30
By:	Sharon Lucas (slucas@gcpud.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMq2Mnl0sMOa3WYaPnCh8z48uhSt4wa0d

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Signature Date: 2025-01-30 - 8:38:17 PM GMT - Time Source: server

 Agreement completed.

2025-01-30 - 8:38:17 PM GMT

2025 PREQUALIFICATION EVALUATION <i>As Applied</i>	CASCADE CABLE CONSTRUCTORS	GRANITE CONSTRUCTION	HENKELS McCOY (A MAS-TECH CO.)	International Line Builders (ILB)	JH KELLY LLC	MICHEL'S PACIFIC ENERGY (M10 Company)	POTELCO (A QUANTA CO)	POWER CITY ELECTRIC (A SESCO COMPANY)	SPARTAN INFRASTRUCTURE		
Appendix A											
Requested \$\$ Amount in Millions	10M	UNLIMITED	100M	25M	200M	500m	50M	20M	300M		
A. DISTRIBUTION (up to 15kV):											
a. Hot work - Overhead Line Construction and Maintenance			Accepted	Accepted		Accepted	Accepted	Accepted			Rejected
b. Overhead Construction			Accepted	Accepted		Accepted	Accepted	Accepted			Accepted
c. Underground - Primary (15kV) Cable and Equipment Installation			Accepted	Accepted	Accepted	Accepted	Accepted	Accepted			Accepted
d. Underground - Secondary (up to 600V) Cable and Equip. Installation			Accepted	Accepted	Accepted	Accepted	Accepted	Accepted			
e. Hot work - Underground Cable System Construction and Maintenance			Accepted	Accepted	Accepted	Accepted	Accepted	Accepted			
f. Plowing - Electrical Power Cable	Accepted		Accepted	Accepted		Accepted	Accepted				
g. Plowing - Electrical Conduit	Accepted		Accepted	Accepted		Accepted	Accepted				
h. Trenching - Electrical Conduit	Accepted		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted			
i. Pipe Pushing and Directional Boring	Accepted		Accepted	Accepted		Accepted	Accepted				
B. TRANSMISSION (115kV TO 230kV):											
a. Hot work - Overhead Line Construction and Maintenance			Accepted	Accepted		Accepted	Accepted				
b. Wood Pole			Accepted	Accepted		Accepted	Accepted		Accepted		
c. Lattice Tower			Accepted	Accepted		Accepted	Accepted		Accepted		
d. Steel, Concrete or Laminated Poles			Accepted	Accepted		Accepted	Accepted		Accepted		
e. Stringing & Sagging Conductor			Accepted	Accepted		Accepted	Accepted		Accepted		
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:											
a. Excavation	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted			
b. Concrete Foundations		Accepted	Accepted	Accepted		Accepted	Accepted	Accepted			
D. SUBSTATION ENERGIZED CONSTRUCTION:											
a. Excavation		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted			
b. Concrete Foundations		Accepted	Accepted	Accepted		Accepted	Accepted	Accepted			
c. Complete installation			Accepted	Accepted		Accepted	Accepted	Accepted			
d. Installation and Field Wiring of Fabricated Panels			Accepted			Accepted	Accepted	Accepted			
e. Power Transformer Assembly and Testing			Accepted			Accepted	Accepted	Accepted			
f. Power Transformer Vacuum Oil Filling			Accepted			Accepted					
E. SUBSTATION ENERGIZED MAINTENANCE:											
a. Maintenance of Power Transformer and LTC's						Accepted	Accepted				
b. Maintenance of High Voltage Breakers (115 and 230 kV)						Accepted	Accepted				
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning						Accepted	Accepted				
d. Power Transformer Assembly, Oil Processing and Testing						Accepted	Accepted				
e. Power Transformer Vacuum Oil Filling						Accepted					
F. LIGHTING:											
a. Street Lighting Installation				Accepted		Accepted	Accepted				
b. Street Lighting Maintenance				Accepted		Accepted	Accepted				
G. STORM AND EMERGENCY RESPONSE (for categories listed above):				Accepted		Accepted	Accepted	Accepted	Accepted		

2025 PREQUALIFICATION EVALUATION <i>As Applied</i>	TICE ELECTRIC	WILSON CONSTRUCTION																		
Appendix A																				
Requested \$\$ Amount in Millions	30M	300M																		
A. DISTRIBUTION (up to 15kV):																				
a. Hot work - Overhead Line Construction and Maintenance		Accepted																		
b. Overhead Construction	Accepted	Accepted																		
c. Underground - Primary (15kV) Cable and Equipment Installation	Accepted	Accepted																		
d. Underground - Secondary (up to 600V) Cable and Equip. Installation	Accepted	Accepted																		
e. Hot work - Underground Cable System Construction and Maintenance	Accepted	Accepted																		
f. Plowing - Electrical Power Cable		Accepted																		
g. Plowing - Electrical Conduit		Accepted																		
h. Trenching - Electrical Conduit	Accepted	Accepted																		
i. Pipe Pushing and Directional Boring		Accepted																		
B. TRANSMISSION (115kV TO 230kV):																				
a. Hot work - Overhead Line Construction and Maintenance		Accepted																		
b. Wood Pole	Accepted	Accepted																		
c. Lattice Tower	Accepted	Accepted																		
d. Steel, Concrete or Laminated Poles	Accepted	Accepted																		
e. Stringing & Sagging Conductor	Accepted	Accepted																		
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:																				
a. Excavation	Accepted	Accepted																		
b. Concrete Foundations	Accepted	Accepted																		
D. SUBSTATION ENERGIZED CONSTRUCTION:																				
a. Excavation	Accepted	Accepted																		
b. Concrete Foundations	Accepted	Accepted																		
c. Complete installation	Accepted	Accepted																		
d. Installation and Field Wiring of Fabricated Panels	Accepted	Accepted																		
e. Power Transformer Assembly and Testing		Accepted																		
f. Power Transformer Vacuum Oil Filling		Accepted																		
E. SUBSTATION ENERGIZED MAINTENANCE:																				
a. Maintenance of Power Transformer and LTC's		Accepted																		
b. Maintenance of High Voltage Breakers (115 and 230 kV)		Accepted																		
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning																				
d. Power Transformer Assembly, Oil Processing and Testing																				
e. Power Transformer Vacuum Oil Filling																				
F. LIGHTING:																				
a. Street Lighting Installation		Accepted																		
b. Street Lighting Maintenance		Accepted																		
G. STORM AND EMERGENCY RESPONSE (for categories listed above):		Accepted																		

2025 PREQUALIFICATION EVALUATION <i>With Modification</i>	AMERICAN ELECTRICALL SERVICES	AUBREY SILVEY	BLACK & MCDONALD	CANNON CONSTRUCTION	CASHE VALLEY ELECTRIC	CRUX SUBSURFACE	DJ's ELECTRIC	PALOUSE POWER	RIVERLINE POWER LLC	STURGEON ELECTRIC	SUMMIT LINE CONSTR
Appendix A											
Requested \$\$ Amount in Millions	3M	50M	20M	25M	250M	400M	20M	10M	3.5M	200M	20M
A. DISTRIBUTION (up to 15kV):											
a. Hot work - Overhead Line Construction and Maintenance	Rejected		Accepted		Accepted		Accepted	Accepted	Accepted	Accepted	Accepted
b. Overhead Construction	Rejected		Accepted		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
c. Underground - Primary (15kV) Cable and Equipment Installation	Accepted		Rejected		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
d. Underground - Secondary (up to 600V) Cable and Equip. Installation	Accepted		Rejected		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
e. Hot work - Underground Cable System Construction and Maintenance	Rejected		Rejected		Accepted		Accepted	Accepted	Accepted	Accepted	Accepted
f. Plowing - Electrical Power Cable	Accepted		Rejected		Accepted		Accepted	Accepted		Accepted	Accepted
g. Plowing - Electrical Conduit	Rejected		Rejected		Accepted		Accepted	Accepted		Accepted	Accepted
h. Trenching - Electrical Conduit	Rejected		Rejected		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
i. Pipe Pushing and Directional Boring			Rejected		Accepted		Accepted	Accepted	Accepted	Accepted	Accepted
B. TRANSMISSION (115kV TO 230kV):											
a. Hot work - Overhead Line Construction and Maintenance			Rejected		Accepted		Accepted	Accepted	Accepted	Accepted	Accepted
b. Wood Pole			Rejected		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
c. Lattice Tower			Rejected		Accepted		Accepted	Accepted	Accepted	Accepted	Accepted
d. Steel, Concrete or Laminated Poles			Rejected		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
e. Stringing & Sagging Conductor			Rejected		Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:											
a. Excavation	Rejected			Rejected	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
b. Concrete Foundations	Rejected	Rejected	Rejected	Rejected	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
D. SUBSTATION ENERGIZED CONSTRUCTION:											
a. Excavation					Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
b. Concrete Foundations					Accepted	Accepted	Accepted	Accepted	Accepted	Accepted	
c. Complete installation			Rejected	Rejected	Accepted		Accepted	Accepted	Accepted	Accepted	
d. Installation and Field Wiring of Fabricated Panels					Accepted		Accepted	Accepted	Accepted	Accepted	
e. Power Transformer Assembly and Testing		Accepted			Accepted		Rejected	Rejected		Rejected	
f. Power Transformer Vacuum Oil Filling		Accepted			Accepted		Rejected	Rejected		Rejected	Rejected
E. SUBSTATION ENERGIZED MAINTENANCE:											
a. Maintenance of Power Transformer and LTC's		Accepted					Rejected	Rejected		Accepted	
b. Maintenance of High Voltage Breakers (115 and 230 kV)		Accepted					Rejected	Rejected		Accepted	
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning		Accepted					Rejected	Rejected		Accepted	
d. Power Transformer Assembly, Oil Processing and Testing		Accepted					Rejected	Rejected		Accepted	
e. Power Transformer Vacuum Oil Filling		Accepted					Rejected	Rejected		Accepted	Rejected
F. LIGHTING:											
a. Street Lighting Installation	Accepted						Rejected	Accepted	Rejected	Accepted	
b. Street Lighting Maintenance	Accepted		Accepted				Rejected	Accepted	Rejected	Accepted	
G. STORM AND EMERGENCY RESPONSE (for categories listed above):					Rejected	Rejected	Rejected	Accepted	Rejected	Accepted	

APPENDIX A

Initials for review	1S	1S	1S	1S	1S	1S
2025 PREQUALIFICATION EVALUATION	AMERICAN ELECTRICAL SERVICES	AUBREY SILVEY	BLACK & McDONALD	CANNON CONSTRUCTION LLC (Bristol Bay Ind Co)	CASCADE CABLE CONSTRUCTORS	CASHE VALLEY ELECTRIC
Appendix A						
Requested \$\$ Amount in Millions	3M	50M	20M	25M	10M	250M
A. DISTRIBUTION (up to 15kV):						
a. Hot work - Overhead Line Construction and Maintenance	X		X	X		X
b. Overhead Construction	X		X	X		X
c. Underground - Primary (15kV) Cable and Equipment Installation	X		X	X		X
d. Underground - Secondary (up to 600V) Cable and Equip. Installation	X		X	X		X
e. Hot work - Underground Cable System Construction and Maintenance	X		X	X		X
f. Plowing - Electrical Power Cable	X		X	X	X	X
g. Plowing - Electrical Conduit			X	X	X	X
h. Trenching - Electrical Conduit	X		X	X	X	X
i. Pipe Pushing and Directional Boring			X	X	X	X
B. TRANSMISSION (115kV TO 230kV):						
a. Hot work - Overhead Line Construction and Maintenance			X	X		X
b. Wood Pole			X	X		X
c. Lattice Tower			X	X		X
d. Steel, Concrete or Laminated Poles			X	X		X
e. Stringing & Sagging Conductor			X	X		X
C. SUBSTATION DE-ENERGIZED CONSTRUCTION:						
a. Excavation	X			X	X	X
b. Concrete Foundations	X	X	X	X		X
D. SUBSTATION ENERGIZED CONSTRUCTION:						
a. Excavation						X
b. Concrete Foundations						X
c. Complete installation						X
d. Installation and Field Wiring of Fabricated Panels			X	X		X
e. Power Transformer Assembly, Oil Processing and Testing		X				X
f. Power Transformer Vacuum Oil Filling		X				X
E. SUBSTATION ENERGIZED MAINTENANCE:						
a. Maintenance of Power Transformer and LTC's		X				
b. Maintenance of High Voltage Breakers (115 and 230 kV)		X				
c. Substation Elec. Acceptance Testing, Field Testing and Commissioning		X				
d. Power Transformer Assembly, Oil Processing and Testing		X				
e. Power Transformer Vacuum Oil Filling		X				
F. LIGHTING:						
a. Street Lighting Installation	X			X		
b. Street Lighting Maintenance	X		X	X		
G. STORM AND EMERGENCY RESPONSE (for categories listed above):						
				X		X

For Commission Review – 02/11/2025

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 6425 AND AUTHORIZING GRANT PUD'S GENERAL MANAGER/CEO TO ACT ON BEHALF OF GRANT PUD IN EMERGENCY SITUATIONS AND EXIGENT CIRCUMSTANCES

Recitals

1. Pursuant to Resolution No. 6425 adopted July 29, 1991, the General Manager/CEO is authorized to act on behalf of Grant PUD in Emergency Situations;
2. Grant PUD is generally required to follow competitive procurement requirements for the award of contracts in accordance with RCW 54.04.070 and 2 CFR 200.320;
3. RCW 54.04.070 provides that public utility districts may award contracts in emergency situations without first advertising for competitive bids;
4. Contracts funded, in whole or in part, by federal funds, are subject to 2 CFR 200.320, which states noncompetitive procurements may be used when the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
5. "Emergency Situations" and "Public Emergency" for purposes of this resolution will mean sudden, unexpected, and unusually dangerous situations requiring immediate action or an urgent need for assistance or relief when the public interest or Grant PUD property would suffer material injury or damage by delay associated with using competitive procurement procedures;
6. "Exigent Circumstances" and "Public Exigency" is applicable to procurements funded, in whole or in part, by federal funds and for purposes of this resolution will mean an urgent need to avoid, prevent, or alleviate serious harm or injury, financial or otherwise when the public interest or Grant PUD property would suffer material injury or damage by delay associated with using competitive procurement procedures; and
7. Grant PUD's Board of Commissioners desires to delegate to Grant PUD's General Manager/CEO the authority to proclaim the existence of Emergency Situations and Exigent Circumstances under appropriate circumstances, and waive the competitive procurement requirements of RCW 54.04.070 and 2 CFR 200.320.

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

Section 1. Grant PUD's General Manager/CEO is hereby authorized to proclaim for and on behalf of Grant PUD's Board of Commissioners the existence of Emergency Situations and Exigent Circumstances in appropriate conditions as defined above.

Section 2. The proclamation declaring an Emergency Situation and Exigent Circumstances, and the facts constituting the same shall be documented in writing by the General Manager/CEO and made available to the Board of Commissioners as soon as possible after the event or occurrence giving rise to the Emergency Situation or Exigent Circumstances.

Section 3. The competitive procurement requirements of RCW 54.04.070 and 2 CFR 200.320 may be waived by the General Manager/CEO for and on behalf of the Board of Commissioners after the General Manager/CEO has ensured and documented that precautions have been taken to secure the lowest price practicable under the circumstances.

Section 4. Resolution 6425 and all prior resolutions and motions to the extent that they conflict with this resolution are hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 25th day of February, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

January 30, 2025

TO: Grant PUD Board of Commissioners

VIA: Rich Wallen, General Manager/Chief Executive Officer
Fallon Long, Chief Enterprise Shared Services Officer

FROM: Patrick Bishop, Senior Manager Supply Chain/Procurement

SUBJECT: Revise Resolution 6425 Related to Emergency Situations

DS
FL

DS
PB

Purpose: To request Commission approval to supersede Resolution 6425 and incorporate federal requirements for emergency situations and exigent circumstances.

Discussion: As we near implementation of an External Funding Program to pursue federal funds, we need to ensure the applicable federal requirements are incorporated into the documents that govern our procurement processes.

Resolution No. 6425 authorizes the General Manager/CEO to act on behalf of Grant PUD in emergency situations and waive Washington State competitive procurement requirements, when necessary, to avoid, prevent, or alleviate material injury or damage to the public interest or Grant PUD property by delays associated with advertising for competitive bids. The proposed revisions will authorize the General Manager/CEO to also waive federal competitive procurement requirements when a public exigency or emergency exists and federal funds will apply to the procurement, in whole or in part.

The documentation in this packet includes:

- New Resolution
- Commission memo
- Resolution 6425
- Red-lined version of Resolution 6425 to easily identify edits

Recommendation: Commission approval to supersede Resolution 6425 and incorporate federal requirements for emergency situations and exigent circumstances.

Legal Review: See attached email.

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 6425 AND AUTHORIZING GRANT PUD ~~THE DISTRICT'S~~ GENERAL MANAGER/CEO TO ACT ON BEHALF OF GRANT PUD ~~THE DISTRICT~~ IN EMERGENCY SITUATIONS AND EXIGENT CIRCUMSTANCES

Recitals

1. Pursuant to Resolution No. 6425 adopted July 29, 1991, the General Manager/CEO is authorized to act on behalf of Grant PUD in Emergency Situations;

~~1.2. Grant PUD The District~~ is generally required to follow competitive procurement bidding requirements for the award of contracts having an estimated cost in excess of \$10,000.00 in accordance with RCW 54.04.070 and 2 CFR 200.320; ~~and~~

3. RCW 54.04.070 provides that public utility districts may award contracts in emergency situations without first advertising for competitive bids; ~~and~~

4. Contracts funded, in whole or in part, by federal funds, are subject to 2 CFR 200.320, which states noncompetitive procurements may be used when the public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

5. "Emergency Situations" and "Public Emergency" for purposes of this resolution will mean a sudden, unexpected, and unusually dangerous situations requiring immediate action or an urgent need for assistance or relief and unanticipated occurrence when the public interest or Grant PUD property of ~~the District~~ would suffer material injury or damage by delay associated with using competitive procurement procedures ~~advertising the contract prior to award;~~

6. "Exigent Circumstances" and "Public Exigency" ~~for purposes of this resolution is applicable to procurements funded, in whole or in part, by federal funds and for purposes of this resolution will mean an urgent need to avoid, prevent, or alleviate serious harm or injury, financial or otherwise when the public interest or Grant PUD property would suffer material injury or damage by delay associated with using competitive procurement procedures;~~ and

~~2. and~~

~~3.7. Grant PUD The District's~~ Board of Commissioners desires to delegate to Grant PUD ~~the District's~~ General Manager/CEO the authority to proclaim the existence of Emergency Situations and Exigent Circumstances under appropriate circumstances, ~~and and~~ waive the competitive bidding procurement requirements of RCW 54.04.070 and 2 CFR 200.320.

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

Section 1. ~~Grant PUD The District's~~ General Manager/CEO is hereby authorized to proclaim for and on behalf of Grant PUD ~~the District's~~ Board of Commissioners the existence of Emergency Situations and Exigent Circumstances in appropriate circumstances ~~conditions~~ as defined above.

Section 2. The proclamation declaring an Emergency Situation and Exigent Circumstances, and the facts constituting the same shall be documented in writing by the General Manager/CEO and made available to the Board of Commissioners as soon as possible after the event or occurrence giving rise to the Emergency Situation or Exigent Circumstances.

Section 3. The competitive bid procurement requirements of RCW 54.04.070 and 2 CFR 200.320 may be waived by the General Manager/CEO for and on behalf of the Board of Commissioners after the General Manager/CEO has einsured and documented that precautions have been taken to secure the lowest price practicable under the circumstances.

Section 4. Resolution 6425 and all prior resolutions and motions to the extent that they conflict with this resolution are hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this ____ day of _____, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

For Commission Review – 02/11/2025

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 8608 AND
ESTABLISHING DELEGATED PURCHASING AUTHORITY LIMITS

Recitals

Grant PUD's Commission has determined that it is desirable and in the best interest of Grant PUD to make changes to the levels of purchasing authority delegated to Grant PUD's management.

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

Section 1. Grant PUD's General Manager/CEO or their delegate is hereby delegated authority to enter into contracts, except for the purchase of real property, for and on behalf of Grant PUD which do not exceed the sum of \$1,000,000. The General Manager/CEO or their delegate may, in their discretion, refer any purchase of any amount to the Commission for approval.

Section 2. All contracts shall be in strict compliance with all laws and Grant PUD policies. Grant PUD's General Counsel shall approve all policies and forms to be used for procurement. Any contract which is not on an approved Grant PUD boilerplate form shall first be submitted for review by Grant PUD's General Counsel.

Section 3.

- A. Contracts for lease of real property exceeding \$5,000.00 per year shall be reported in writing to the Commission as soon as practical following execution.
- B. Purchases of goods or services shall not be split for purposes of avoiding the limitations contained herein.
- C. Any purchase of goods or services approved by management pursuant to this resolution must be included in Grant PUD's current approved budget.
- D. Emergency purchases shall continue to be governed by Grant PUD Resolution No. XXXX or its successors (no dollar limit on General Manager's/CEO's authority).
- E. Wholesale electric power purchases shall continue to be governed by Grant PUD Resolution No. 7650 or its successors.

Section 4. Except as otherwise provided herein, all purchases of goods or services shall require prior Commission approval by motion or resolution.

Section 5. The authority of the General Manager/CEO as specified in Section 1 shall be reviewed by the Commission in February 2026 and every subsequent February occurring in even numbered years.

Section 6. This resolution shall supersede and amend all prior Grant PUD resolutions, including Resolution No. 8608, to the extent that they conflict with the delegation limits set forth in this resolution.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 25th day of February, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 8608 AND
ESTABLISHING DELEGATED PURCHASING AUTHORITY LIMITS

Recitals

Grant PUD's Commission has determined that it is desirable and in the best interest of Grant PUD to make changes to the levels of purchasing authority delegated to Grant PUD's management.

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

Section 1. Grant PUD's General Manager/CEO or their delegate is hereby delegated authority to enter into contracts, except for the purchase of real property, for and on behalf of Grant PUD which do not exceed the sum of \$1,000,000. The General Manager/CEO or their delegate may, in their discretion, refer any purchase of any amount to the Commission for approval.

Section 2. All contracts shall be in strict compliance with all laws and Grant PUD policies. Grant PUD's General Counsel shall approve all policies and forms to be used for procurement. Any contract which is not on an approved Grant PUD boilerplate form shall first be submitted for review by Grant PUD's General Counsel.

Section 3.

- A. Contracts for lease of real property exceeding \$5,000.00 per year shall be reported in writing to the Commission as soon as practical following execution.
- B. Purchases of goods or services shall not be split for purposes of avoiding the limitations contained herein.
- C. Any purchase of goods or services approved by management pursuant to this resolution must be included in Grant PUD's current approved budget.
- D. Emergency purchases shall continue to be governed by Grant PUD Resolution No. XXXX or its successors (no dollar limit on General Manager's/CEO's authority).
- E. Wholesale electric power purchases shall continue to be governed by Grant PUD Resolution No. 7650 or its successors.

Commented [L1]: Number to be assigned after 2/11 (will be the new resolution superseding 6425).

Section 4. Except as otherwise provided herein, all purchases of goods or services shall require prior Commission approval by motion or resolution.

Section 5. The authority of the General Manager/CEO as specified in Section 1 shall be reviewed by the Commission in February 2026 and every subsequent February occurring in even numbered years.

Section 6. This resolution shall supersede and amend all prior Grant PUD resolutions, including Resolution No. 8608, to the extent that they conflict with the delegation limits set forth in this resolution.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this ____ day of _____, 2025.

ATTEST:

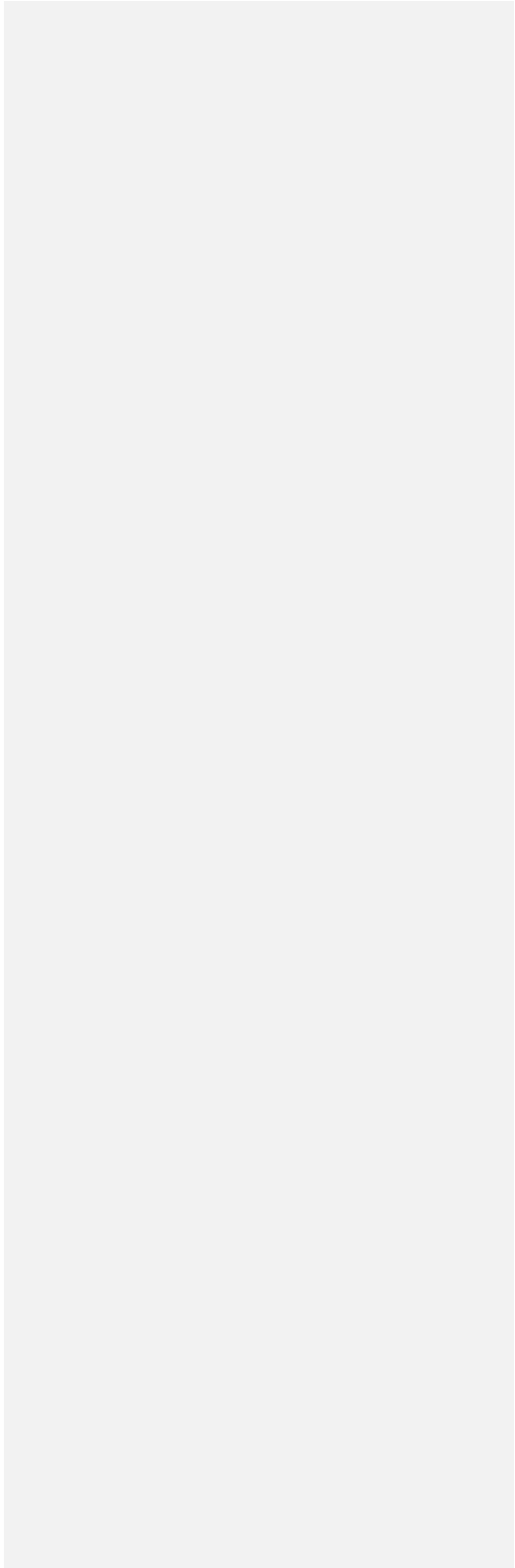
Secretary

Commissioner

President

Vice President

Commissioner



MEMORANDUM

January 30, 2025

TO: Grant PUD Board of Commissioners

VIA: Rich Wallen, General Manager/Chief Executive Officer
Fallon Long, Chief Enterprise Shared Services Officer

FROM: Patrick Bishop, Senior Manager Supply Chain/Procurement

SUBJECT: Revise Resolution 8608, Delegated Purchasing Authority Limits

DS
FL

DS
PB

Purpose: To request Commission approval to supersede Resolution 8608 and to update information related to Delegated Purchasing Authority Limits.

Discussion:

Revisions include:

- Remove Auditor from the review process for non-standard contract boilerplates. Audit is no longer a part of that contract review process.
- Remove reference to Resolution No. 6425, which is being superseded. The new resolution number will be added once it has been assigned.
- Add “or its successor” after each referenced resolution. This will minimize the need for updates to this resolution anytime the referenced documents are revised.

The documentation in this packet includes:

- New Resolution
- Commission memo
- Resolution 8608
- Red-lined version of Resolution 8608 to easily identify edits

Recommendation: Commission approval to supersede Resolution 8608, and update information related to Delegated Purchasing Authority Limits.

Legal Review: See attached email.

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 8534608 AND
ESTABLISHING DELEGATED PURCHASING AUTHORITY LIMITS AND SUPERSEDING
RESOLUTION NO. 8534

Recitals

Grant PUD~~The District's~~ Commission has determined that it is desirable and in the ~~District's~~ best interest of Grant PUD to make changes to the levels of purchasing authority delegated to ~~the District~~Grant PUD's management.

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

Section 1. ~~The District's~~ General Manager/CEO or ~~their~~ delegate is hereby delegated authority to enter into contracts, except for the purchase of real property, for and on behalf of Grant PUD~~the District~~ which do not exceed the sum of \$1,000,000. The General Manager/CEO or ~~their~~ delegate may, in their discretion, refer any purchase of any amount to the Commission for approval.

Section 2. All contracts shall be in strict compliance with all laws and Grant PUD~~District~~ policies. Grant PUD~~The District's~~ General Counsel shall approve all policies and forms to be used for procurement. Any contract which is not on an ~~the District's~~ approved Grant PUD boilerplate form shall first be submitted for review by Grant PUD~~the District's~~ General Legal Counsel or Auditor.

Section 3.

- A. Contracts for lease of real property exceeding \$5,000.00 per year shall be reported in writing to the Commission as soon as practical following execution.
- B. Purchases of goods or services shall not be split for purposes of avoiding the limitations contained herein.
- C. Any purchase of goods or services approved by management pursuant to this resolution must be included in Grant PUD~~the District's~~ current approved budget.
- D. Emergency purchases shall continue to be governed by ~~District~~Grant PUD Resolution No. ~~6425XXXX~~ or its successors (no dollar limit on General Manager's/CEO's authority).
- E. Wholesale electric power purchases shall continue to be governed by Grant PUD ~~District~~ Resolution No. 7650 or its successors.

Section 4. Except as otherwise provided herein, all purchases of goods or services shall require prior Commission approval by motion or resolution.

Section 5. The authority of the General Manager/CEO as specified in Section 1 shall be reviewed by the Commission in February ~~2014~~ 2026 and every subsequent February occurring in even numbered years.

Section 6. This resolution shall be effective and shall supersede and amend all prior Grant PUD~~District~~ resolutions, including Resolution No. ~~8608~~ 8534, to the extent that they conflict with the delegation limits set forth in this resolution.

Commented [L1]: Will fill this in once we know the timing of Commission action. Or it can be effective upon action by the Commission (the date of the resolution). Preference?

Commented [LE2R1]: We have the passed date down below, so I vote for removing the reference to effective date per the updates I made. If there's an issue with that, feel free to revert back.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this ____ day of _____, 2025.

President

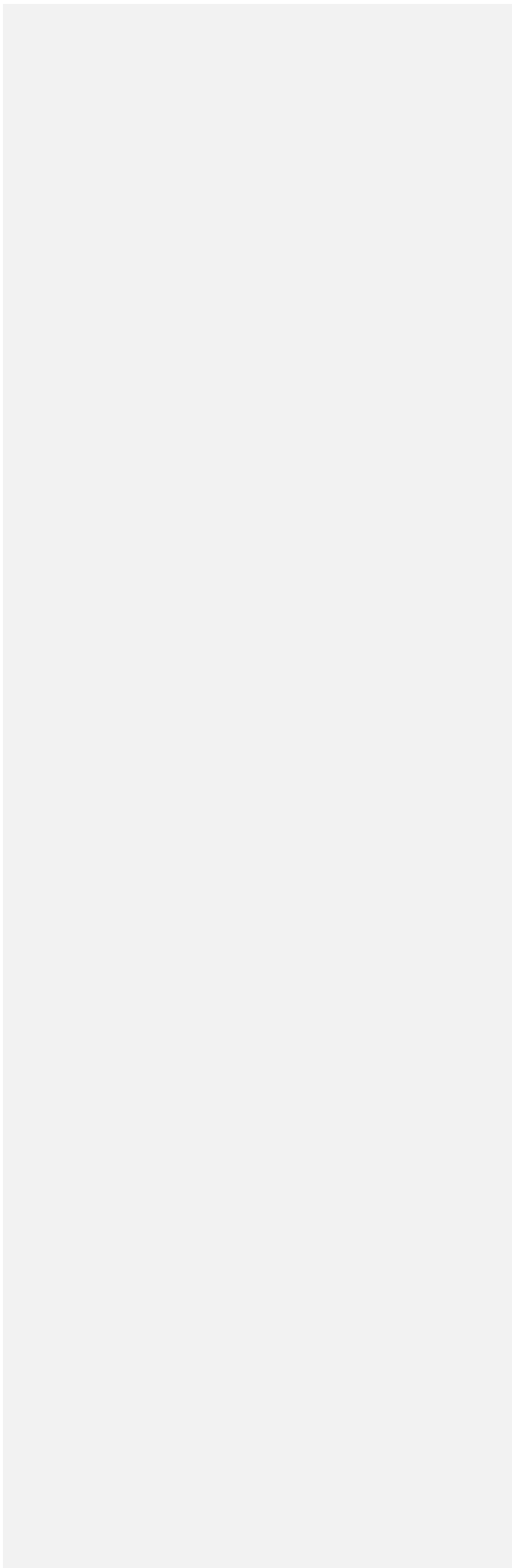
ATTEST:

Secretary

Vice President

Commissioner

Commissioner



For Commission Review – 02/11/2025

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 8609 AND ESTABLISHING CHANGE ORDER APPROVAL LIMITS

Recitals

Grant PUD's Commission has determined that it is desirable and in the best interest of Grant PUD to make changes to the levels of change order approval authority delegated to Grant PUD's management.

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

Section 1. All change orders shall require prior approval by Commission motion except as provided below.

Section 2. The General Manager/CEO or their delegate is hereby delegated the authority to execute one or more change orders to any existing contract, provided the cumulative dollar amount of the particular contract, including all prior change orders and the new change order(s), does not exceed the Commission delegated contract authority limits under Resolution No. XXXX or its successors.

Section 3. For contracts which have received prior Commission approval by motion or resolution, the General Manager/CEO or their delegate may execute one or more change orders, provided the dollar amount of the new change order(s), on a cumulative basis, does not exceed \$500,000.00.

Section 4. A report of all change orders shall be provided to the Commission monthly.

Section 5. All change orders shall be in strict compliance with all laws and Grant PUD policies. Grant PUD's General Counsel shall approve all policies and forms to be used for procurement.

Section 6. The authority of the General Manager/CEO to approve change orders as specified in Section 3 shall be reviewed by the Commission in February 2026 and every subsequent February occurring in even numbered years.

Section 7. This resolution shall supersede and amend all prior resolutions, including Resolution No. 8609 to the extent that they conflict with the delegation limits set forth in this resolution.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 25th day of February, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

January 30, 2025

TO: Grant PUD Board of Commissioners

VIA: Rich Wallen, General Manager/Chief Executive Officer
Fallon Long, Chief Enterprise Shared Services Officer

FROM: Patrick Bishop, Senior Manager Supply Chain/Procurement

SUBJECT: Revise Resolution 8609, Change Order Approval Limits

DS
FL

DS
PB

Purpose: To request Commission approval to supersede Resolution 8609 and to update information related to change order approval limits.

Discussion:

Revisions include:

- Remove reference to Resolution No. 8608, which is being superseded. The new resolution number will be added once it has been assigned.
- Add “or its successors” after the referenced contract-related resolution. This will minimize the need for updates to this resolution anytime the referenced document is superseded.

The documentation in this packet includes:

- New Resolution
- Commission memo
- Resolution 8609
- Red-lined version of Resolution 8609 to easily identify edits

Recommendation: Commission approval to supersede Resolution 8609 and to update information related to change order approval limits.

Legal Review: See attached email.

Attorney review _____
Auditor review _____
Manager review C

RESOLUTION NO. 8609

A RESOLUTION ESTABLISHING NEW CHANGE ORDER
APPROVAL LIMITS AND SUPERSEDING RESOLUTION NO. 8535

Recitals:

The District's Commission has determined that it is desirable and in the District's best interests to make changes to the levels of change order approval authority delegated to the District's management.

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

Section 1. All change orders shall require prior approval by Commission motion except as provided below.

Section 2. The General Manager or his/her delegate is hereby delegated the authority to execute one or more change orders to any existing contract, provided the cumulative dollar amount of the particular contract, including all prior change orders and the new change order(s), does not exceed the Commission delegated contract authority limits under Resolution No. 8608 as the same may be amended from time to time.

Section 3. For contracts which have received prior Commission approval by motion or resolution, the General Manager or his/her delegate may execute one or more change orders, provided the dollar amount of the new change orders(s), on a cumulative basis, does not exceed \$500,000.00.

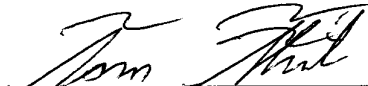
Section 4. A report of all change orders shall be provided to the Commission monthly.

Section 5. All change orders shall be in strict compliance with all laws and District policies. The District's General Counsel shall approve all policies and forms to be used for procurement.

Section 6. The authority of the General Manager to approve change orders as specified in Section 3 shall be reviewed by the Commission in February 2014 and every subsequent February occurring in even numbered years.

Section 7. This resolution shall be effective April 1, 2012 and shall supersede and amend all prior resolutions, including Resolution No. 8535 to the extent that they conflict with the delegation limits set forth in this resolution.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 12th day of March, 2012.

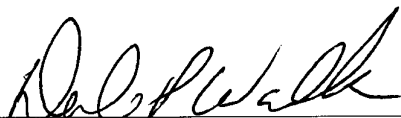


President

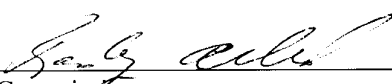
ATTEST:

Secretary

Vice President



Commissioner



Commissioner

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 85358609 -AND
ESTABLISHING NEW CHANGE ORDER
APPROVAL LIMITS AND SUPERSEDING RESOLUTION NO. 8535

Recitals

Grant PUD~~The District~~'s Commission has determined that it is desirable and in the ~~District's~~ best interest of Grant PUD to make changes to the levels of change order approval authority delegated to ~~Grant PUD~~~~the District~~'s management.

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

Section 1. All change orders shall require prior approval by Commission motion except as provided below.

Section 2. The General Manager/CEO or ~~their~~his/~~her~~ delegate is hereby delegated the authority to execute one or more change orders to any existing contract, provided the cumulative dollar amount of the particular contract, including all prior change orders and the new change order(s), does not exceed the Commission delegated contract authority limits under Resolution No. ~~XXXX8608~~ or its successors as the same may be amended from time to time.

Section 3. For contracts which have received prior Commission approval by motion or resolution, the General Manager/CEO ~~or and their~~his/~~her~~ delegate may execute one or more change orders, provided the dollar amount of the new change order(s), on a cumulative basis, does not exceed \$500,000.00.

Section 4. A report of all change orders shall be provided to the Commission monthly.

Section 5. All change orders shall be in strict compliance with all laws and Grant PUD~~District~~ policies. Grant PUD~~The District~~'s General Counsel shall approve all policies and forms to be used for procurement.

Section 6. The authority of the General Manager/CEO to approve change orders as specified in Section 3 shall be reviewed by the Commission in February 2026~~14~~ and every subsequent February occurring in even numbered years.

Section 7. This resolution ~~shall be effective~~ _____ ~~and~~ shall supersede and amend all prior resolutions, including Resolution No. 8609~~535~~ to the extent that they conflict with the delegation limits set forth in this resolution.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this _____ day of _____, ~~2012~~2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

For Commission Review – 02/11/2025

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 8643 AND DELEGATING THE PROCESS FOR DISPOSITION OF SURPLUS PERSONAL PROPERTY TO THE GENERAL MANAGER/CEO

Recitals

1. Pursuant to Resolution No. 8643 adopted October 8, 2012, authority for the disposition of Grant PUD personal property was delegated to the General Manager/CEO;
2. RCW 54.16.180 authorizes Grant PUD to sell, convey, lease, or otherwise dispose of all or any part of Grant PUD property which has become unserviceable, inadequate, obsolete, worn out or unfit for Grant PUD operations and which is no longer necessary, material to, and useful in such operations;
3. Certain provisions of 2 CFR 200, including but not limited to 200.311 thru 200.315, guide the disposition of property acquired or improved with federal funds;
4. From time to time, Grant PUD has miscellaneous surplus personal property of nominal value for which it has a need to dispose of in a timely and cost-effective manner;
5. Grant PUD's Commission has delegated the authority to the General Manager/CEO the sale of any personal property which has become unserviceable, inadequate, obsolete, worn out, and/or unfit to be used in Grant PUD operations, provided such sale is consistent with prudent utility practices and is done pursuant to RCW 54.16.180 and/or 39.33.010 and the disposition provisions of 2 CFR 200, when applicable;
6. The proceeds of any sale shall be paid to Grant PUD except for those associated with the disposition of property acquired or improved with federal funds, where the applicable federal agency may be entitled to an amount of the proceeds in accordance with 2 CFR 200; and
7. A report of all dispositions of surplus personal property with an estimated fair market value over \$10,000 shall be provided to the Commission.

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

Section 1. The General Manager/CEO has the authority to sell, convey, lease, or otherwise dispose of all or any part of Grant PUD personal property consistent with prudent utility practices and pursuant to RCW 54.16.180 and/or 39.33.010 and the disposition provisions of 2 CFR 200, when applicable.

Section 2. Resolution 8643 and all prior resolutions and motions to the extent that they conflict with this resolution are hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 25th day of February, 2025.

President

ATTEST:

Secretary

Vice President



Commissioner

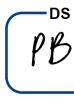
Commissioner

MEMORANDUM

January 30, 2025

TO: Grant PUD Board of Commissioners

VIA: Rich Wallen, General Manager/Chief Executive Officer 
Fallon Long, Chief Enterprise Shared Services Officer 

FROM: Patrick Bishop, Senior Manager Supply Chain/Procurement 

SUBJECT: Revise Resolution 8643 Related to the Surplus of Grant PUD Property

Purpose: To request Commission approval to supersede Resolution 8643 and incorporate federal disposition requirements, when applicable, into Grant PUD's surplus process.

Discussion: As we near implementation of an External Funding Program to pursue federal funds, we need to ensure the applicable federal requirements are incorporated into the documents that govern our surplus process.

Resolution No. 8643 delegates the process for disposition of surplus Grant PUD property to the General Manager/CEO, provided such disposition is consistent with prudent utility practices and in accordance with RCW 54.16.180 and/or 39.33.010. The proposed revisions will incorporate the disposition requirements of the Code of Federal Regulations (CFR), when applicable. When certain property that was acquired or improved with federal funds is no longer needed for the authorized purpose, we are required to obtain disposition instructions from the federal agency or pass-through entity. Further, the federal agency may be entitled to an amount of the proceeds where required by the CFRs. These requirements may apply to various types of property (equipment, supplies, intangible property, real property, etc.).

The documentation in this packet includes:

- New Resolution
- Commission memo
- Resolution 8643
- Red-lined version of Resolution 8643 to easily identify edits

We are also updating our Surplus Policy and Surplus Guide.

Recommendation: Commission approval to supersede Resolution 8643 and incorporate federal disposition requirements, when applicable, into Grant PUD's surplus process.

Legal Review: See attached email.

Attorney review see email
Auditor review see email
Manager review [Signature]

RESOLUTION NO. 8643

A RESOLUTION SUPERSEDING RESOLUTION NO. 8559 AND DELEGATING
THE PROCESS FOR SALE OR DISPOSITION OF SURPLUS PERSONAL
PROPERTY TO THE GENERAL MANAGER

Recitals:

1. Pursuant to Resolution No. 8559 adopted July 11, 2011, the District revised policies and procedures for the sale or disposition of surplus personal property;
2. RCW 54.16.180 authorizes the District to sell, convey, lease or otherwise dispose of all or any part of District property which has become unserviceable, inadequate, obsolete, worn out or unfit for District operations and which is no longer necessary, material to, and useful in such operations;
3. The District from time to time has miscellaneous surplus personal property of nominal value for which it has a need to dispose of in a timely and cost-effective manner;
4. The District's Commission has determined that it is desirable and in the District's best interest to delegate the authority to the General Manager the sale of any personal property which has become unserviceable, inadequate, obsolete, worn out, and/or unfit to be used in District operations, provided such sale is consistent with prudent utility practices and is done pursuant to RCW 54.16.180 and/or 39.33.010;
5. The proceeds of any sale shall be paid to the District; and
6. A report of all dispositions of surplus personal property with an estimated fair market value over \$10,000 shall be provided to the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington that the General Manager has been delegated the authority to sell, convey, lease or otherwise dispose of all or any part of District personal property consistent with prudent utility practices and pursuant to RCW 54.16.180 and/or RCW 39.33.010.

BE IT FURTHER RESOLVED that Resolution No. 8559 and all prior resolutions and motions to the extent that they conflict with this resolution are hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 8th day of October, 2012.

President

ATTEST:

[Signature]
Secretary

[Signature]
Vice President

[Signature]
Commissioner

Commissioner

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 8643 AND DELEGATING THE PROCESS FOR DISPOSITION OF SURPLUS PERSONAL PROPERTY TO THE GENERAL MANAGER/CEO

Recitals

1. Pursuant to Resolution No. 8643 adopted October 8, 2012, authority for the disposition of Grant PUD~~District~~ personal property was delegated to the General Manager/CEO;
2. RCW 54.16.180 authorizes Grant PUD~~the District~~ to sell, convey, lease, or otherwise dispose of all or any part of ~~District~~-Grant PUD property which has become unserviceable, inadequate, obsolete, worn out or unfit for Grant PUD~~District~~ operations and which is no longer necessary, material to, and useful in such operations;
- ~~2-3.~~ Certain provisions of 2 CFR 200, including but not limited to 200.311 thru 200.315, guide the disposition of property acquired or improved with federal funds;
- ~~3-4.~~ From time to time, The District~~Grant PUD from time to time~~ has miscellaneous surplus personal property of nominal value for which it has a need to dispose of in a timely and cost-effective manner;
- ~~4-5.~~ The District's~~Grant PUD's~~ Commission has determined that it is desirable and in the District's best interest to~~delegat~~e the authority to the General Manager/CEO the sale of any personal property which has become unserviceable, inadequate, obsolete, worn out, and/or unfit to be used in Grant PUD~~District~~ operations, provided such sale is consistent with prudent utility practices and is done pursuant to RCW 54.16.180 and/or 39.33.010 and the disposition provisions of 2 CFR 200, when applicable;
- ~~5-6.~~ The proceeds of any sale shall be paid to Grant PUD~~the District~~ except for those associated with the disposition of property acquired or improved with federal funds, where the applicable federal agency may be entitled to an amount of the proceeds in accordance with 2 CFR 200; and
- ~~6-7.~~ A report of all dispositions of surplus personal property with an estimated fair market value over \$10,000 shall be provided to the Commission.

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

Section 1. The General Manager/CEO has ~~been delegated~~ the authority to sell, convey, lease, or otherwise dispose of all or any part of Grant PUD~~District~~ personal property consistent with prudent utility practices and pursuant to RCW 54.16.180 and/or 39.33.010 and the disposition provisions of 2 CFR 200, when applicable.

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Section 2.

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~~BE IT FURTHER RESOLVED that~~ Resolution 8643 and all prior resolutions and motions to the extent that they conflict with this resolution are hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant
County, Washington, this ____ day of _____, ~~2025~~.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

For Commission Review – 02/11/2025

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 8921 IMPLEMENTING SENATE BILL 5418

Recitals

1. Resolution 8921, dated August 13, 2019, implemented Engrossed Substitute Senate Bill 5418, which revised RCW 54.04.082 to read as follows:

“For the awarding of a contract to purchase any item, or items of the same kind of materials, equipment, or supplies in an amount exceeding thirty thousand dollars per calendar month, but less than one hundred twenty thousand dollars per calendar month, exclusive of sales tax, the commission may, in lieu of the procedure described in RCW 54.04.070 and 54.04.080 requiring public notice to invite sealed proposals for such materials, equipment, or supplies, pursuant to commission resolution use the process provided in RCW 39.04.190. Waiver of the deposit or bid bond required under RCW 54.04.080 may be authorized by the commission in securing such bid quotations.”

2. Management desires to incorporate the procurement standards of 2 CFR 200 for the purchase of any item or items of the same kind of materials, equipment or supplies which may be funded, in whole or in part, by federal funds. Where state and federal requirements differ, the more stringent requirements shall apply.

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

Section 1: Purchases of any item or items of the same kind of materials, equipment or supplies in an amount of \$30,000 or less shall not require competitive bidding but shall require prior approval of the General Manager/CEO or their delegate; and

Section 2: Purchases of any item or items of the same kind of materials, equipment or supplies in an amount exceeding \$30,000 but less than \$120,000 per calendar month may be made in accordance with the provisions of Section 3 below and shall require the prior approval of the General Manager/CEO or their delegate; and

Section 3: Purchases of any item or items of the same kind of materials, equipment or supplies in an amount exceeding \$30,000 but less than \$120,000 per calendar month may be made in accordance with RCW 39.04.190 and the following procedures:

- A. Grant PUD’s Procurement staff, pursuant to RCW 39.04.190, shall secure and document telephone and/or written quotations from at least three different vendors or Grant PUD’s vendor list to assure that a competitive price is established and for awarding of any such contract; and
- B. No bid deposit or bid bond shall be required; and

- C. The contract award shall be made to the lowest responsible bidder; and
- D. Immediately after the contract is made, all bid quotations shall be recorded, open to public inspection, and shall be available by inquiry; and
- E. All contracts shall be on Grant PUD’s standard contract or purchase order form and terms and conditions unless otherwise approved in advance by Grant PUD’s General Counsel.

Section 4: For purposes of RCW 54.04.070 and 54.04.080, the term “same kind of materials, equipment and supplies” shall mean items which are not different in essential elements and, under the particular circumstances calling for the usage or application, would be interchangeable one with the other and fulfill all purposes and requirements for which the items were being purchased or acquired.

Section 5: If a purchase of any item or items of the same kind of materials, equipment or supplies may be funded, in whole or in part, by federal funds, the procurement standards of 2 CFR 200 shall apply unless the state requirements above are more stringent.

Section 6: This Resolution shall rescind and supersede Resolution No. 8921 and any other prior related resolutions, to the extent that they conflict with this resolution.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 25th day of February, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

January 30, 2025

TO: Grant PUD Board of Commissioners

VIA: Rich Wallen, General Manager/Chief Executive Officer
Fallon Long, Chief Enterprise Shared Services Officer

FROM: Patrick Bishop, Senior Manager Supply Chain/Procurement

DS
FL

DS
PB

SUBJECT: Revise Resolution 8921 Related to the Purchase of Materials, Equipment, and Supplies

Purpose: To request Commission approval to supersede Resolution 8921 and incorporate federal procurement requirements, when applicable, into the purchase of materials, equipment, or supplies over \$30,000 but less than \$120,000.

Discussion: As we near implementation of an External Funding Program to pursue federal funds, we need to ensure the applicable federal requirements are incorporated into the documents that govern our procurement processes.

Resolution No. 8921 implements Senate Bill 5418 related to the purchase of any item, or items of the same kind of materials, equipment, or supplies in an amount exceeding \$30,000 per calendar month, but less than \$120,000 per calendar month. The proposed revisions incorporate the federal procurement standards of 2 CFR 200, which shall apply to these procurements when they are funded in whole or in part with federal funds. State requirements shall apply to federal procurements only where state requirements are more stringent.

We are also updating the relevant Procurement policies and procedures.

The documentation in this packet includes:

- New Resolution
- Commission memo
- Resolution 8921
- Red-lined version of Resolution 8921 to easily identify edits

Recommendation: Commission approval to supersede Resolution 8921 and incorporate federal procurement requirements, when applicable, into the purchase of materials, equipment, or supplies over \$30,000 but less than \$120,000.

Legal Review: See attached email.

RESOLUTION NO. 8921

A RESOLUTION IMPLEMENTING SENATE BILL 5418 AND SUPERSEDING
RESOLUTION NO. 8245

Recitals

1. In its 2019 Regular Session, the Washington State Legislature passed Engrossed Substitute Senate Bill 5418, which revised RCW 54.04.082 to read as follows:

“For the awarding of a contract to purchase any item, or items of the same kind of materials, equipment, or supplies in an amount exceeding thirty thousand dollars per calendar month, but less than one hundred twenty thousand dollars per calendar month, exclusive of sales tax, the Commission may, in lieu of the procedure described in RCW 54.04.070 and 54.04.080 requiring public notice to invite sealed proposals for such materials, equipment, or supplies, pursuant to commission resolution use the process provided in RCW 39.04.190. Waiver of the deposit or bid bond required under RCW 54.04.080 may be authorized by the commission in securing such bid quotations.”

2. The Commission desires to implement the provisions of Senate Bill 5418.

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

Section 1: Purchases of any item or items of the same kind of materials, equipment or supplies in an amount of \$30,000.00 or less shall not require competitive bidding but shall require prior approval of the General Manager/CEO or his/her delegate; and

Section 2: Purchases of any item or items of the same kind of materials, equipment or supplies in an amount exceeding \$30,000.00 but less than \$120,000.00 per calendar month may be made in accordance with the provisions of Section 3 below and shall require the prior approval of the General Manager/CEO or his/her delegate; and

Section 3: Purchases of any item or items of the same kind of materials, equipment or supplies in an amount exceeding \$30,000.00 but less than \$120,000.00 per calendar month may be made in accordance with RCW 39.04.190 and the following procedures:

- A. The District’s Procurement staff, pursuant to RCW 39.04.190, shall secure and document telephone and/or written quotations from at least three different vendors or the District’s vendor list to assure that a competitive price is established and for awarding of any such contract;
- B. No bid deposit or bid bond shall be required;
- C. The contract award shall be made to the lowest responsible bidder;

- D. Immediately after the contract is made, all bid quotations shall be recorded, open to public inspection, and shall be available by inquiry; and
- E. All contracts shall be on the District’s standard contract or purchase order form and terms and conditions unless otherwise approved in advance by the District’s legal counsel.


Section 4: For purposes of RCW 54.04.070 and 54.04.080, the term “same kind of materials, equipment and supplies” shall mean items which are not different in essential elements and, under the particular circumstances calling for the usage or application, would be interchangeable one with the other and fulfill all purposes and requirements for which the items were being purchased or acquired.

Section 5: This Resolution shall rescind and supersede Resolution No. 8245 and any other prior related resolutions, to the extent that they conflict with this resolution.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 13th day of August, 2019.



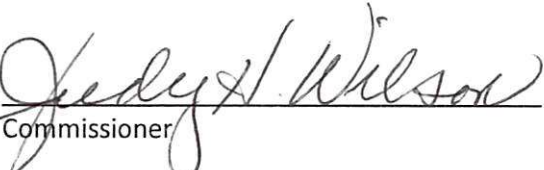
President

ATTEST:


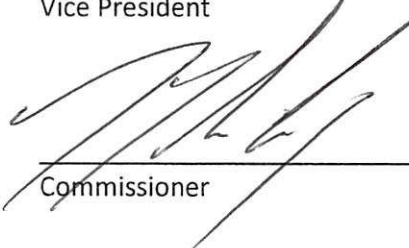
Secretary



Vice President



Commissioner



Commissioner

RESOLUTION NO. XXXX

A RESOLUTION SUPERSEDING RESOLUTION NO. 8921 IMPLEMENTING
SENATE BILL 5418 ~~AND SUPERSEDING RESOLUTION NO. 8245~~

Recitals

1. ~~Resolution 8921, dated August 13, 2019, implemented in its 2019 Regular Session, the Washington State Legislature passed~~ Engrossed Substitute Senate Bill 5418, which revised RCW 54.04.082 to read as follows:

“For the awarding of a contract to purchase any item, or items of the same kind of materials, equipment, or supplies in an amount exceeding thirty thousand dollars per calendar month, but less than one hundred twenty thousand dollars per calendar month, exclusive of sales tax, the commission may, in lieu of the procedure described in RCW 54.04.070 and 54.04.080 requiring public notice to invite sealed proposals for such materials, equipment, or supplies, pursuant to commission resolution use the process provided in RCW 39.04.190. Waiver of the deposit or bid bond required under RCW 54.04.080 may be authorized by the commission in securing such bid quotations.”

2. ~~Management The Commission~~ desires to incorporate the procurement standards of 2 CFR 200 for the purchase of any item or items of the same kind of materials, equipment or supplies which may be funded, in whole or in part, by federal funds. Where state and federal requirements differ, the more stringent requirements shall apply.
2. ~~implement the provisions of Senate Bill 5418.~~

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

Section 1: Purchases of any item or items of the same kind of materials, equipment or supplies in an amount of \$30,000 or less shall not require competitive bidding but shall require prior approval of the General Manager/CEO or their/his/her delegate; and

Section 2: Purchases of any item or items of the same kind of materials, equipment or supplies in an amount exceeding \$30,000 but less than \$120,000 per calendar month may be made in accordance with the provisions of Section 3 below and shall require the prior approval of the General Manager/CEO or their/his/her delegate; and

Section 3: Purchases of any item or items of the same kind of materials, equipment or supplies in an amount exceeding \$30,000 but less than \$120,000 per calendar month may be made in accordance with RCW 39.04.190 and the following procedures:

- A. ~~The District Grant PUD's~~ Procurement staff, pursuant to RCW 39.04.190, shall secure and document telephone and/or written quotations from at least three different vendors or ~~the District Grant PUD's~~ vendor list to assure that a competitive price is established and for awarding of any such contract; and
- B. No bid deposit or bid bond shall be required; and
- C. The contract award shall be made to the lowest responsible bidder; and

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D. Immediately after the contract is made, all bid quotations shall be recorded, open to public inspection, and shall be available by inquiry; and

E. All contracts shall be on ~~the District~~Grant PUD's standard contract or purchase order form and terms and conditions unless otherwise approved in advance by ~~the Grant PUD~~District's General legal Counsel.

Section 4: For purposes of RCW 54.04.070 and 54.04.080, the term "same kind of materials, equipment and supplies" shall mean items which are not different in essential elements and, under the particular circumstances calling for the usage or application, would be interchangeable one with the other and fulfill all purposes and requirements for which the items were being purchased or acquired.

Section 5: If a purchase of any item or items of the same kind of materials, equipment or supplies may be funded, in whole or in part, by federal funds, the procurement standards of 2 CFR 200 shall apply unless the state requirements above are more stringent.

Section 6: This Resolution shall rescind and supersede Resolution No. 8245921 and any other prior related resolutions, to the extent that they conflict with this resolution.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this ____ day of _____, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

For Commission Review – 02/11/2025

Motion authorizing the General Manager/CEO to execute Change Order No. 26 to Contract 230-4249 with Andritz Hydro Corp increasing the not-to-exceed contract amount by \$788,776.00 plus applicable sales tax for a new contract total of \$3,545,746.57 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. 26.

xxxx

**MEMORANDU
M**

January 2025

TO: Richard Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Chief Operating Officer Initial
RP
Rey Pulido, Director of Power Production DS
1/21/2025
Dale Campbell, Senior Manager of Power Production Initial
1/21/2025
Stuart Hammond, Engineering Manager, Turbine-Generator SH
1/21/2025

FROM: Mark Beaulieu, Mechanical Engineer

SUBJECT: Contract 230-4249, Change Order No. 26

Purpose:

To request Commission approval of Change Order No. 26 to Contract 230-4249 for the not to exceed amount of \$788,776.00. This change is to provide Stroke Limiting Rings, O-ring Grooves, Tapped Jacking Holes, Transducer Mounting Surfaces, Rod Eye Blind Tapped Holes; Rod Eye Bushings and Washers, New Link Rods, Super Bolts, and Indication Grinding and Weld Repairs for Unit 7 and Unit 8 servomotor as part of the Priest Rapids Turbine Rehabilitation Project.

Discussion:

In 2016 Andritz Hydro was awarded Contract 230-4249 to complete the rehabilitation of all ten pairs of the Priest Rapids wicket gate servomotors. The servomotor rehabilitation work is performed at Andritz Hydro in Spokane Valley, Washington. To this date, six pairs of servomotors have been rehabilitated. The District uses Voith on-site labor for the servo motor disassembly and removal from each Unit and for on-site loading/unloading the servomotors for transportation. The District is responsible for supplying the wicket gate servomotor link pin, rod eye washers and bushings, and the outer tube packing. The remainder of the components that are replaced are supplied by Andritz. This includes the wear rings, wear ring spacers (if applicable), outer tube guide bushings, cast iron piston rings, and link rods.

Since the beginning of the Servomotor Rehabilitation contract (230-4249) in 2016, there have been periodic additions to the scope of work required to fully rehabilitate the servomotors based on inspections completed after disassembly. In some cases, additional work has been unique to particular Units. In other cases, additional scope items have been identified on all previous Units and will also be required for the remaining Units. The purpose of Change Order #26 is to consolidate these known scope of work items that need to be completed on Units 7 and 8.

The scope of this change order includes an improved Link Rod / Rod Eye design. The original design has been shown to lack robustness and it appears prone to premature Link Rod thread failure. This design upgrade has been installed on other Units and it would benefit the District to install the new design on all power production Units at Priest Rapids. The new Link Rod / Rod Eye design will improve the expected

reliability and maintainability of the servomotors. Other improvements in this change order include upgrades that will make preventative and overhaul maintenance easier, reduce or prevent oil leaks, and increase the expected future life expectancy of the servomotor components. The new Rod Eye Bushing/Washer design makes it easier for Hydro instrument and controls technicians to precisely adjust the servomotor stroke position. Excavation grinding and weld repair of crack indications is necessary to ensure the servomotor components are restored to a fully rehabilitated condition. Any structural cracks that have initiated in the servomotor components will be identified and repaired to prevent them from growing and causing unpredictable Unit outages in the future. The completion of all the work outlined above will ensure that these servomotors are ready to operate reliably for years to come.

Justification:

This Change Order only addresses two Units instead of four because the Contractor had concerns about a longer-term agreement due to the volatile marketplace and cost uncertainty. All of the line items in Change Order #26 are additions to the base scope of work. They have already been performed on other rehabilitated Units at Priest Rapids dam, and are necessary for servomotor daily operation, reliability, and/or long-term maintainability.

Financial Considerations:

This work falls under the parent projects for the 7th and 8th Priest Rapids Turbine Upgrades. The cost for the work under this CO is included in the current financial project and budget. The District has not identified any alternative options that would be less costly. These change order costs have been determined to be fair and reasonable.

Change Order History: See attached change order table.

Legal Review: See attached email.

Recommendation:

Commission approval of Change Order No. 26 to Contract 230-4249 with Andritz to provide Stroke Limiting Rings, O-ring Grooves, Tapped Jacking Holes, Transducer Mounting Surfaces, Rod Eye Blind Tapped Holes; Rod Eye Bushings and Washers, New Link Rods, Super Bolts, and Indication Grinding and Weld Repairs for Unit 7 and Unit 8, for the not to exceed price of \$788,776.00.

CHANGE ORDER
NO. 26

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

A. Description of Change:

1. For Units 7 and 8, Contractor shall supply and install one stroke limiting ring, per cylinder end. Rings shall be installed on the opening side of the servomotor stroke and shall be bolted to the cylinder ends. Bolts shall be locked with NORD-LOCK® wedge lock washers. Bolts shall be torqued to ensure proper preloading. Servomotor stroke shall be limited to 32.5". The final thickness dimensions of the stroke limiting rings shall be reviewed and approved by the District Representative.

The total cost to perform this work shall not exceed \$45,615.00 per Unit. This change results in an increase to the Contract Price. This Contract Price increase shall not exceed \$91,230.00.

2. For Units 7 and 8, Contractor shall machine O-ring grooves in the two-bolt oil port blank flanges on each servomotor cylinder. Each servomotor contains three oil ports per cylinder. Port flanges shall be machined flat to ensure proper seal.

The total cost to perform this work shall not exceed \$9,321.00 per Unit. This change results in an increase to the Contract Price. This Contract Price increase shall not exceed \$18,642.00.

3. For Units 7 and 8 Contractor shall drill and tap two jacking screw holes in each servomotor bell end flange to be used for future disassembly.

The total cost to perform this work shall not exceed \$4,288.00 per Unit. This change results in an increase to the Contract Price. This Contract Price increase shall not exceed \$8,576.00.

4. For Units 7 and 8, Contractor shall machine a flat face at the top of the East servomotor bell end flange to provide a flat mounting surface for the servomotor position sensor bracket.

The total cost to perform this work shall not exceed \$3,060.00 per Unit. This change results in an increase to the Contract Price. This Contract Price increase shall not exceed \$6,120.00.

5. For Units 7 and 8, Contractor shall drill and tap a 1"-8 thread x 2-3/4" deep blind hole at the end of each rod eye. Spot face screw hole surface 2-1/2" diameter minimum depth required to clean.

The total cost to perform this work shall not exceed \$3,235.00 per Unit. This change results in an increase to the Contract Price. This Contract Price increase shall not exceed \$6,470.00.

6. For Units 7 and 8, Contractor shall perform machining of the servomotor rod eye bushings and washers (see Voith Drawing No. 2TKV04-0621-10132191) as necessary to install

bushings at Contractor’s shop. The rod eye bushings will be supplied by the District with final ID dimensions and oversized OD dimensions to be machined by Contractor to fit final rehab rod eye bore dimensions. Bushing and washer final dimensional specifications shall be reviewed and approved by the District Representative prior to final machining.

The total cost to perform this work shall not exceed \$30,947.00 per Unit. This change results in an increase to the Contract Price. This Contract Price increase shall not exceed \$61,894.00.

- 7. For Unit 7, the Contractor shall manufacture two Link Rod Forgings in accordance with Andritz Drawing No. A80046-030-7900-003. These will be stored for use in completing Line Item 8 on future Units.

The total cost to perform this work shall not exceed \$38,900.00 per Unit. This change results in an increase to the Contract Price. This Contract Price increase shall not exceed \$38,900.00.

- 8. For Units 7 and 8, the Contractor shall manufacture two Link Rods and perform machining modifications to the existing Rod Ends. All machining and modifications shall be in accordance with Andritz Drawing Nos. A80046-030-7900-002 and A80046-030-7900-003.

The total cost to perform this work shall not exceed \$237,930.00 per Unit. This change results in an increase to the Contract Price. This Contract Price increase shall not exceed \$475,860.00.

- 9. For Units 7 and 8, the Contractor shall supply two Superbolt Tensioners in accordance with Andritz Drawing No. A80046-030-7900-001.

The total cost to perform this work shall not exceed \$5,542.00 per Unit. This change results in an increase to the Contract Price. This Contract Price increase shall not exceed \$11,084.00.

- 10. For Units 7 and 8, Contractor shall perform excavation grinding and weld repair of NDE indications on the servomotor components as specifically directed by the District Representative and in accordance with the approved welding procedure specification (WPS).

The total cost to perform this work shall not exceed \$35,000.00 per Unit. This change results in an increase to the Contract Price. This Contract Price increase shall not exceed \$70,000.00.If additional work is required beyond the amount allocated here, it will be addressed in future change orders for each applicable Unit.

The table below summarizes the Contract Price Changes for this Change Order:

Change Order 26 Line Items	Contract Price Change
A.1	\$91,230.00
A.2	\$18,642.00
A.3	\$8,576.00
A.4	\$6,120.00

A.5	\$6,470.00
A.6	\$61,894.00
A.7	\$ 38,900.00
A.8	\$475,860.00
A.9	\$11,084.00
A.10	\$70,000.00
CO 26 Net Total	\$788,776.00

The Contractor shall be compensated at the following rates for work performed under the above Change Order line items. These prices include all labor, equipment, materials, shipping, and all other miscellaneous costs required to fully complete the work in accordance with the Contract. These rates shall be itemized on invoices submitted to the District.

Description	Rate
Project Management	\$ 322.00/Hr.
Commercial Management	\$ 322.00/Hr.
Welder / Assembly / Small Machine (shop)	\$ 199.00/Hr.
Machinist Mid Machines	\$ 223.00/Hr.
Machinist Large Machines	\$ 265.00/Hr.
Materials (excluding consumables)	Cost + 15%
OT (week)	Hourly Rate * 1.5
OT (weekend)	Hourly Rate * 2.0

11. Price Adjustment: Hourly rates in the table above shall be subject to the following price adjustment provision for Unit 8 only.

Unit 8 payments, to the Contractor, for Change Order 26, shall be adjusted in accordance with the following provisions and may be adjusted upward or downward depending on the indexes defined below:

- a) Management Cost Adjustment: Management cost shall be adjusted by the percent change in the Employer Costs for Employee Compensation CMU201000000000D (<http://data.bls.gov/timeseries/CMU201000000000D>), as determined and reported by the Bureau of Labor Statistics of the U.S. Department of Labor.
 1. Base Management Cost shall be the Employer Costs listed for the First Quarter of 2025.
 2. The Management Cost Adjustment applies to the Project Management, Commercial Management, and Engineer (office) hourly rates. The Management Cost Adjustment comprises 100 percent of the management price adjustment.
 3. The Project Management Cost Adjustment shall be calculated by adjusting the hourly rates according to the percentage increase or decrease in the Index listed above, occurring between the Base Quarter and the Quarter containing the Notice to Proceed Date, for the Unit being calculated.

- b) Offsite Labor Cost Adjustment: Offsite Labor cost shall be adjusted by the percent change in the Total Compensation for Private Industry Workers in All Industries and Occupations Index, CIS201000000000I (<http://data.bls.gov/timeseries/CIS201000000000I>), as determined and reported by the Bureau of Labor Statistics of the U.S. Department of Labor.
 1. Base Offsite Labor Cost shall be the Employer Costs listed for the First Quarter of 2025.

- 2. The Offsite Labor Cost Adjustment applies to the Welding and all Machine Shop hourly rates. The Offsite Labor Cost Adjustment comprises 100 percent of the Offsite Labor price adjustment.
- 3. The Offsite Labor Cost Adjustment shall be calculated by adjusting the hourly rates according to the percentage increase or decrease in the Index listed above, occurring between the Base Quarter and the Quarter containing the Notice to Proceed Date, for the Unit being calculated.

- c) Substitution of Indices: Should either of the above indices or publications be discontinued, or should the basis of their calculation be modified, or for some other just cause, other appropriate indices may be substituted by mutual agreement between the District and the Contractor. To request an Index substitution, the Contractor shall submit a written request identifying the alternative Index and listing the reasons justifying the substitution. The District will review the written request and either approve or deny the request in writing. The District may also request Index substitutions in writing. Index substitutions shall only become final through an executed Change Order.
- d) Precision of Calculations: All calculations of price adjustments shall be made to the nearest fourth decimal place.
- e) Index Availability: If any cost adjustment index value for the appropriate financial quarter has not been published at the time of invoicing, the Contractor shall provide an adjustment invoice (or credit memo) within 60 days of the publish date for the appropriate financial quarter. All calculations and documentation shall be attached to the final invoice (or credit memo).

B. Time of Completion: The completion date shall remain February 1, 2027. Liquidated damages, if any, shall be assessed based on the Unit completion date listed in the Notice to Proceed (NTP) for each respective Unit.

C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of \$788,776.00 plus applicable sales tax. This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$3,545,746.57, 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

Andritz Hydro Corp

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contract Title: Priest Rapids Wicket Gate Servomotor Rehabilitation

Contract No.	230-4249	Award Date:	8/25/2016
Project Manager:	Tristan Poteet	Original Contract Amount:	\$771,220.00
District Representative (If Different):		Original Contract completion:	Based on NTP
Contractor:	Andritz Hydro Corp	Total CO Cost Change Amt	\$1,969,809.00

CO#	Change Description	Approved by	Approval Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Increase the Contract Price for repairs to the outer tubes.	Dept Mgr	01/05/17	Based on NTP	\$17,971.00	\$789,191.00	\$17,971.00
2	Extend the NTP 1 completion date.	Dept Mgr	02/01/17	Based on NTP	\$0.00	\$789,191.00	\$17,971.00
3	Increase the Contract Price for repairs to the outer rod flanged end, supply of inner connecting rods and lock nuts, and as-built CAD drawings.	Sr Mgmt	03/17/17	Based on NTP	\$148,555.00	\$937,746.00	\$148,555.00
4	Extend the NTP 1 completion date.	Dept Mgr	06/09/17	Based on NTP	\$0.00	\$937,746.00	
5	Extend the NTP 1 completion date.	Dept Mgr	06/30/17	Based on NTP	\$0.00	\$937,746.00	
6	Extend the NTP 1 completion date.	Dept Mgr	07/20/17	Based on NTP	\$0.00	\$937,746.00	

7	Increase the Contract Price for installation of rings to limit stroke length.	Dept Mgr	09/13/17	Based on NTP	\$20,912.00	\$958,658.00	\$20,912.00
8	Extend the Unit 2, NTP 2 completion date.	Dept Mgr	06/06/18	Based on NTP	\$0.00	\$958,658.00	
9	Increase the Contract Price for weld repairs.	Dept Mgr	06/19/18	Based on NTP	\$8,500.00	\$967,158.00	\$8,500.00
10	Increase Contract Price for additional work on the Unit 2 servomotors.	Dept Mgr	07/16/18	Based on NTP	\$42,233.00	\$1,009,391.00	\$42,233.00
11	Extend the Unit 2, NTP 3 completion date.	Dept Mgr	08/30/18	Based on NTP	\$0.00	\$1,009,391.00	
12	Extend the Unit 2 NTP 2 and NTP 3 completion dates.	Dept Mgr	09/11/18	Based on NTP	\$0.00	\$1,009,391.00	
13	Extend the Unit 2 NTP 2 and NTP 3 completion dates.	Dept Mgr	09/27/18	Based on NTP	\$0.00	\$1,009,391.00	
14	Increase the Contract Price for weld repairs.	Comm	09/12/19	Based on NTP	\$72,000.00	\$1,081,391.00	\$72,000.00
15	Extend the Unit 3 NTP 4 completion date.	Managing Director	08/02/19	Based on NTP	\$0.00	\$1,081,391.00	

16	Supply two new inner connecting rods, machine two inner rod ends, supply two custom Super Bolt lock nuts to replace existing lock nuts, supply and install one stroke limiting ring onto Unit 3 servomotors, machine o-ring grooves in the two bolt oil port flanges, oversize the bore servo barrels, and extend the Unit 3 NTP 4 completion date.	Managing Director	09/17/19	Based on NTP	\$221,750.00	\$1,303,141.00	\$221,750.00
17	Supply two link rod forgings, manufacture new replacement link rods, machine existing link rod ends, and supply two superbolt tensioners in accordance with Contractor Proposal No. 00-60605 Rev. 3.	Managing Director	06/30/20	Based on NTP	\$180,540.00	\$1,483,681.00	\$180,540.00
18	Perform wear ring modification to the Unit 3 west servomotor	Senior Manager	09/16/20	Based on NTP	\$97,710.00	\$1,581,391.00	\$97,710.00
19	Perform wear ring modification to the Unit 3 east servomotor, investigate the condition of the Unit 3 west servomotor cylinder bore and provide custom made shims to correct out-of-roundness condition.	Comm	09/24/20	Based on NTP	\$140,440.00	\$1,721,831.00	\$140,440.00
20	Perform wear ring modifications for Unit Nos. 1 and 2.	Managing Director	10/20/20	Based on NTP	\$275,000.00	\$1,996,831.00	\$275,000.00

21	For Units 4 and 5 only, Contractor shall perform welding and machining repairs of visual and dimensional defects, supply and install one stroke limiting ring per cylinder end, machine O-ring grooves in the two-bolt oil port blank flanges on each servomotor cylinder, drill and tap two jacking screw holes in each servomotor bell end flange, and machine a flat spot at the top of the East servomotor bell end flange. For Unit 4 only, Contractor shall manufacture new gudgeon pin lock screw for West servomotor. Extend the Unit 4 NTP 5 completion date.	Managing Director	06/16/21	Based on NTP	\$177,569.00	\$2,174,400.00	\$177,569.00
22	Supply two link rod forgings, manufacture new replacement link rods, machine existing link rod ends, and supply two superbolt tensioners in accordance with	Comm	12/16/21	Based on NTP	\$226,620.00	\$2,401,020.00	\$226,620.00
23	For Units 5 and 6, perform machining of the servomotor rod eye bushings and washers, drill and tap blank hole at the end of each rod eye. For Unit 6, manufacture new replacement Link Rods and machine existing Rod Eyes, supply two Link Rod Forgings, supply two Superbolt	Managing Director	06/27/23	Based on NTP	\$340,009.00	\$2,741,029.00	\$340,009.00

24	Replace Off-Site/Factory Labor Adjustment index for the base scope and other change orders.	Dept Mgr	10/09/23	N/A	\$0.00	\$2,741,029.00	
25	Reduce NTEs for CO 20 and CO22, and Update Unit 6 Scope of Work.	Dept Mgr	04/24/24	N/A	\$15,941.57	\$2,756,970.57	\$15,941.57
26	Extend Contract Completion date and Update Units 7-10 Scope of Work	Comm		12/31/29	\$788,776.00	\$3,545,746.57	\$788,776.00
Total Change Order Cost Change Amount					1,969,809.00		

For Commission Review – 02/11/2025

Motion authorizing the General Manager/CEO to execute Amendment 3 to Contract 430-HFA 601-41H with Real Time Research Inc increasing the not-to-exceed contract amount by \$358,401.00 for a new contract total of \$978,845.00 and extending the completion date to March 31, 2026 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 Amendment 3.

xxxx

MEMORANDUM

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Chief Operating Officer
Ross Hendrick, Senior Manager of Environmental Affairs

FROM: Tom Dresser, Fish, Wildlife, and Water Quality Manager

DATE: February 11, 2025

SUBJECT: Contract 430-HFA 601-41H - Amendment #3 – Avian Predation on Juvenile Salmonids on the Middle Columbia River, 2025.

Purpose: To request Commission approval of Amendment #3 to contract 430-HFA 601-41H in the amount of \$358,501.00 and extend the completion date to March 31, 2026, for the continuation of avian predation research activities within the Columbia River Plateau (CRP) region.

Background: The Public Utility District No. 2 of Grant County, Washington (District) has been working in coordination with the Priest Rapids Coordinating Committee (PRCC) to implement specific measures contained in the Priest Rapids Salmon and Settlement Agreement (SSSA) to protect, mitigate, and enhance populations of non-ESA listed salmon species that migrate through the Priest Rapids Project (coho, sockeye, fall and summer Chinook). The SSSA was adopted into the District’s Federal Energy Regulatory Commission (FERC) License Order in April 2008.

A specific requirement of the District’s environmental stewardship obligations included under Part XV of the Agreement was the requirement for the creation of an account called the No Net Impact (NNI) Fund. The NNI Fund was created to provide additional financial capacity to implement measures to improve the survival of Covered Species¹ prior to the Project’s achievement of applicable juvenile project survival standards. The NNI Fund is intended to provide near-term compensation for annual survival that is less than the performance standards for spring Chinook, steelhead, summer Chinook and sockeye. Once it has been determined that performance standards have been achieved for a particular species, the NNI Fund annual contributions for that species were standards have been achieved would be terminated. NNI funds for yearling Chinook, juvenile steelhead and sockeye have been terminated.

At this time, the District continues to make contributions into the NNI account related to summer subyearling Chinook. This annual continuation in 2024 was \$705,232.57. Contributions into the NNI Fund total \$25,192,161.50 for years 2006-2024.

NNI Funds have been utilized by the District and PRCC to fund research activities conducted by Real-Time Research (RTR) and others since 2014 to assess avian predation on juvenile salmonids by Caspian Terns nesting within the CRP region. This includes colonies that are within foraging distance of the middle Columbia River and Priest Rapids Project. Research included in the 2025 proposal is a continuation of prior efforts that have been implemented to determine the effectiveness of ongoing dissuasion activities, evaluate changes in nesting distributions and colony size in the CRP, and determine changes in survival and predation rates on salmonids smolts by Caspian Terns. Information from these activities informs and aids the co-managers in the implementation of the avian predation management plans (including adaptive

¹ As defined in the Priest Rapids Salmon and Steelhead Settlement Agreement, “Covered Species” means spring, summer and fall Chinook salmon, sockeye salmon, steelhead and coho.

management). It also provides critical data to evaluate the effectiveness of those plans and identifies emerging predation concerns.

Justification: Amendment #3 to contract 430-HFA 601-41H supports the Districts efforts to achieve and maintain its environmental stewardship obligations included under Part XV of the Agreement (NNI Fund) as contained in the SSSA. Providing funds to support research efforts (like proposed) was also approved by the PRCC via a consensus-based approach and a potential consequence of not implementing Amendment #3 would be going against a decision by the PRCC and potentially being non-compliant with obligations under the SSSA and FERC License order for the Priest Rapids Project.

Financial Considerations: On September 30th, 2024, the NNI Fund 601 held \$5,766,503.00 of unencumbered funds (per the 2024 Q3 Habitat Fund 602 financial report), which are held in trust by the District for committee-approved NNI projects. More than sufficient funding is available, and a project of this type is an excellent example of what the NNI Funds were originally designed to accomplish.

If approved by the Commission, contract 430-HFA 601-41H would have a new Not-To-Exceed (NTE) amount of \$978,845.00. This item has available funding under NNI Fund 601, under Cost Center EB4200, and Initiative 601-41H, Avian Predation on ESA-listed Juvenile Salmonids on the Middle Columbia River. Tom Dresser is the District Representative.

Amendment History: The original awarded contract amount for contract 430-HFA 601-41H was \$297,669.00 on May 16, 2023. Two prior Amendments have been issued on contract 430-HFA 601-41H. Amendment #1 increased the NTE by \$8,746.00 for a revised maximum price of \$306,415.00. Amendment #2 was issued on March 11, 2024, which extended the contract completion date to March 31, 2025, and increased the maximum price by \$313,929.00. The total revised maximum price was \$620,344.00.

Legal Review: See attached email.

Recommendation: Commission approval of Amendment #3 in the amount of \$358,501.00 for a new total revised maximum price of \$978,845.00 and extended the completion date to March 31, 2026. This would allow RTR to continue to collect information on avian predation within the Columbia River Plateau region, which include colonies that are within foraging distance of the middle Columbia River and Priest Rapids Project.

From: [Jeff Grizzel](#)
To: [Ross Hendrick](#); [Tom Dresser](#)
Cc: [Shelli Tompkins](#)
Subject: Re: ACTION REQUIRED - REVIEW - EDIT - APPROVE - Commission Memo CO#3 - 430 HFA 601-41H and seek Jeff approval
Date: Wednesday, January 29, 2025 2:52:55 PM
Attachments: [image001.png](#)

I'm good with the memo.

Jeff

From: Ross Hendrick <Rhendr1@gcpud.org>
Sent: Wednesday, January 29, 2025 1:39 PM
To: Tom Dresser <TDresse@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Shelli Tompkins <stompkins@gcpud.org>
Subject: RE: ACTION REQUIRED - REVIEW - EDIT - APPROVE - Commission Memo CO#3 - 430 HFA 601-41H and seek Jeff approval

Approved, I made some minor editorial/formatting changes.

[@Jeff Grizzel](#), please see link below for review and approval.

 [430-HFA 601-41H Commission Memo_CO3.docx](#)

From: Tom Dresser <TDresse@gcpud.org>
Sent: Wednesday, January 29, 2025 12:47 PM
To: Ross Hendrick <Rhendr1@gcpud.org>
Cc: Shelli Tompkins <stompkins@gcpud.org>
Subject: ACTION REQUIRED - REVIEW - EDIT - APPROVE - Commission Memo CO#3 - 430 HFA 601-41H and seek Jeff approval

Action Required:	REVIEW - EDIT - APPROVE - Commission Memo CO#3 - 430 HFA 601-41H	
By When:	Date: 1/29/2025	Time: ASAP
Critical Info:		
Detailed Info (if needed):	This Commission memo seeks BOC approval of Change Order #3 to contract 430-HFA 601-41H in the amount of \$358,501.00 and extend the completion date to March 31, 2026, for the continuation of avian predation research activities within the Columbia River Plateau (CRP) region.	

AMENDMENT
NO. 3

Pursuant to Section 13, the following changes are hereby incorporated into this Agreement:

- A. Description of Change: Increase the Agreement Price, extend the Agreement completion date and replace Revised Exhibit “A” – PRCC Habitat Funds Project Specification Sheet in its entirety with Revised Exhibit “A” – PRCC NNI Funds, Project Specification Sheet (Amendment No. 3), attached hereto.
- B. Time of Completion: The revised completion date shall be March 31, 2026.
- C. Agreement Price Adjustment: As a result of this Amendment, the not to exceed Agreement Price shall be increased by the sum of \$358,501.00 including all applicable taxes. This Amendment 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 Agreement Price is \$978,845.00, including all applicable taxes and changes incorporated by this Amendment.
- D. Except as specifically provided herein, all other Agreement terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

Real Time Research Inc

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

REVISED EXHIBIT “A”

PRCC NNI Funds, Project Specification Sheet

Avian Predation on ESA-Listed Juvenile Salmonids - 2025

Date submitted: January 9, 2025
Project Sponsor: Real Time Research, Inc. (RTR)
Project Liaison: PRCC Representative – Tom Dresser ~ TDresser@gcpud.org
Project Title: Avian Predation on Juvenile Salmonids on the Middle Columbia River, 2025
Project Type: Research (Avian Predation)

Location: The avian predation research activities will be conducted in the Columbia River Plateau (CRP) region and include colonies that are within foraging distance of the middle Columbia River. This encompasses/includes Potholes Reservoir, Lenore Lake, Banks Lake, Island 20, Hanford Island, and any incipient colonies that form in the CRP region above the Snake River confluence

Requested Funding Amount: \$358,501.00.

Project description: Similar to prior years, this work is part of a comprehensive program to implement avian predation management plans (including adaptive management), evaluate action effectiveness of those plans, and identify emerging predation concerns. Four primary objectives are included in this proposal as follows. Specific details on each objective can be reviewed in the proposal.

- Objective 1. Evaluate response of Caspian terns and other piscivorous colonial waterbirds to nest dissuasion activities on Goose Island and elsewhere in Potholes Reservoir.
- Objective 2. Determine changes in nesting distribution and colony size of Caspian terns and other piscivorous colonial waterbirds on or near the mid-Columbia River
- Objective 3. Determine changes in survival and predation rates on salmonid smolts by Caspian terns and other piscivorous colonial waterbirds nesting on or near the mid-Columbia River.
 - ✓ *Task 3.1. RIS Steelhead PIT-tagging*
 - ✓ *Task 3.2. PIT tag recovery*
 - ✓ *Task 3.3. Survival and predation rate analyses*
- Objective 4. Provide technical assistance to GPUD/PRCC in developing and adaptively managing short- and long-term plans to reduce avian predation on juvenile salmonids.
- Objective 5. Conduct an analysis of avian predation on double-tagged steelhead in the Priest Rapids Project in 2025.

Project Justification: This proposal provides NNI funds to ensure the continuation of a comprehensive program which informs and aids the co-managers in the implementation of the avian predation management plans (including adaptive management), provides data to evaluate the effectiveness of those plans and identify emerging predation concerns.

Project Cost: Real Time Research, Inc. is requesting \$358,501.00. Similar to years past, cost sharing provided by other agencies in 2025 (i.e., BPA, USACE, and BOR) reduces the costs to do the work proposed below with funding from the PRCC.

Estimated cost of the work proposed to the GPUD/PRCC in 2025 are provided by objective (see below). As was the case in previous years, most of the funding for avian predation RM&E in the Columbia River Basin in 2025 will come from other sources (e.g., BPA). Costs in 2025 are like those in 2024 but include an additional fixed-wing aerial survey as part of Objective 1 and the costs to analyze double tagged smolts as part of Objective 5 (a newly proposed objective).

Objective	Description	Estimated Cost
1	Evaluate response of Caspian terns and other piscivorous colonial waterbirds to nest dissuasion activities on Goose Island and elsewhere in Potholes Reservoir	\$59,855
2	Determine changes in the nesting distribution and colony size of Caspian terns and other piscivorous colonial waterbirds on or near the mid-Columbia River	\$75,469
3	Determine changes in survival and predation rates on salmonid smolts by Caspian terns and other piscivorous colonial waterbirds nesting on or near the mid-Columbia River	\$173,249
4	Provide technical assistance to GPUD/PRCC in developing and adaptively managing short- and long-term plans to reduce avian predation on juvenile salmonids	\$13,379
5	Conduct an analysis of avian predation on double-tagged steelhead in the Priest Rapids Project in 2025.	\$36,549
	Total Cost	\$358,501

Estimated Timeline: The field and data collection, data analysis, and reporting activities for the avian predation are anticipated to begin in February and extend through October 2025. Like prior years a draft report to the PRCC is anticipated to be provided to the PRCC in February 2026. Below is a proposed schedule for this proposal.

- (1) Feb – Mar 2025 Hire field crew & submit research permit applications (WDFW, USFWS, BOR)
- (2) Apr – Jul 2025 Colony monitoring.
- (3) Apr – Jun 2025 PIT-tagging of steelhead at Rock Island Dam.
- (4) Jul – Oct 2025 PIT tag recovery on bird colonies.
- (5) Jan 2026 Submit draft annual report.
- (6) Mar 2026 Submit final annual report

Deliverables: Research results would be presented in (1) an Annual Report, (2) periodic in season reports, (3) peer-reviewed journal articles, and (4) presentations at regional planning meetings and other professional meetings.



Change Order Table

Contract Title: Avian Predation on ESA-listed Juvenile Salmonids on the Middle Columbia River, 2023

Contract No.	430-HFA 601-41H	Award Date:	3/16/2023
Project Manager:	Curtis Dotson	Original Contract Amount:	\$297,669.00
District Representative (If Different):	Curtis Dotson	Original Contract completion:	3/31/2024
Contractor:	Real Time Research Inc		

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Increase the Agreement Price	Senior/Plant Mgr	05/16/23	NA	\$8,746.00	\$306,415.00	\$8,746.00
2	Increase the Agreement Price and Extend Contract Completion Date and replace Exhibit "A" in its entirety	Executive Mgmt	03/11/24	03/25/25	\$313,929.00	\$620,344.00	\$322,675.00
3	Increase the Agreement Price and Extend Contract Completion Date.	Comm		03/31/26	\$358,501.00	\$978,845.00	\$681,176.00
Total Change Order Cost Change Amount					681,176.00		

For Commission Review – 02/11/2025

Motion authorizing the General Manager/CEO to execute Change Order No. 13 to Contract 130-09724 with Quanta Infrastructure Solutions Group, LLC, increasing the not-to-exceed contract amount by \$5,706,552.10 for a new contract total of \$110,316,381.25 with an extension of completion to January 31, 2026 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 13.

xxxx

MEMORANDUM

12/31/2024

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Julie Pyper, Chief Administrative Officer
Jeff Grizzel, Chief Operating Officer
Aaron Kuntz, Senior Manager of the EPMO
Travis Wisler, Manager of Power Delivery Projects

FROM: David Klinkenberg, District Representative

SUBJECT: Change Order No. 13 to Contract 130-09724, Grant County Load Growth Project (DB2)

Purpose:

To request Commission approval of Change Order No. 13 to Contract 130-09724 with Quanta Infrastructure Solutions Group, LLC. in the amount of \$5,706,552.10. This will increase the contract price from \$104,609,829.15 to \$110,316,381.25 and extend contract completion to January 31, 2026.

Discussion:

DB2 is using the Progressive Design Build project delivery method to design and construct 10 projects. When completed, these projects will help improve the District's system reliability and provide additional load service capacity for District customers. DB2 includes a combination of building new substations, expanding existing substations and constructing a new transmission line. The 11 project sites are Quincy Plains Substation Transformer Addition, Mountain View Mobile Tap, Mountain View Capacitor Banks, Royal Substation Rebuild, Burke Substation Rebuild, Baird Springs Substation, Frenchman Hills Breaker Addition, South Ephrata Substation & Ring Bus, Red Rock Substation, Red Rock Transmission Line and the addition of Mountain View Distribution (MWH06).

This change order, the Guaranteed Maximum Price (GMP) Amendment, locks in funding for the Mountain View Distribution (MWH06) procurement & construction scope, Red Rock Transmission Line labor rate increase, scope modifications to the South Ephrata Substation & Frenchman Hills Substation, Engineering effort to update the program as-builts to the District's drawing template, associated program management costs as well as project change requests that have occurred since the approval of GMP 3. Additionally, Burke Substation, Mountain View Cap Bank, Baird Springs Substation, Red Rock Substation, and Royal City Substation are to receive updates to the project as-builts to reflect the District's new drawing template. Below is a breakdown of each project site's cost, revised mechanical completion dates and summary of scope modifications included in this change order:

	Current Budget	Change Order No.13	Revised Total Cost
QISG - TOTAL COST	\$104,609,829	\$5,706,552	\$110,316,381
0.0 - General Conditions - Not to Exceed	\$21,930,147	\$2,616,826	\$24,546,972
1.0 - Quincy Plains Substation	\$1,635,687	N/A	\$1,635,687
2.0 - Burke Substation Rebuild	\$6,579,929	\$10,830	\$6,590,759
3.0 - Mountain View Cap Bank	\$16,005,025	(\$1,992,140)	\$14,012,885
3.0A - Mountain View Mobile Tap	\$2,682,352	N/A	\$2,682,352
3.0B - Mountain View Distribution (MWH06)	\$1,014,251	\$4,509,822	\$5,524,074
4.0 - Baird Springs Substation	\$10,369,731	\$12,010	\$10,381,741
5.0 - Red Rock Substation	\$6,661,965	\$8,789	\$6,670,754
6.0 - Frenchman Hill Substation	\$1,753,333	\$15,234	\$1,768,567
7.0 - Red Rock Transmission Line	\$21,081,623	\$315,692	\$21,397,315
8.0 - South Ephrata Substation	\$8,871,971	\$198,816	\$9,070,787
9.0 - South Ephrata Ring Bus	\$62,478	N/A	\$62,478
10.0 - Royal City Substation	\$5,961,337	\$10,673	\$5,972,010

	Initial Mechanical Completion Dates	Change Order No.7 Mechanical Completion Dates	Change Order No.13 Mechanical Completion Dates
1.0 - Quincy Plains Substation	Feb 12, 2021	Feb 12, 2021	
2.0 - Burke Substation Rebuild	May 7, 2021	June 25,2021	
3.0 - Mountain View Cap Bank	Jun 1, 2022	Oct 8, 2024	Transferred to QTEP
3.0A - Mountain View Mobile Tap	Mar 16, 2021	Apr 9, 2021	
3.0B - Mountain View Distribution (MWH06)			Dec 19, 2025
4.0 - Baird Springs Substation	Feb 8, 2022	Jun 1, 2023	
4.0A - Baird Springs Second Line Up		Feb 14, 2024	
5.0 - Red Rock Substation	TBD	Mar 29, 2024	
6.0 - Frenchman Hill Substation	Apr 27, 2022	Nov 7, 2023	
7.0 - Red Rock Transmission Line	TBD	Dec 16, 2024	Jun 2, 2025
8.0 - South Ephrata Substation	Jan 4, 2023	May 28, 2024	Aug 29, 2025
10.0 - Royal City Substation	Jan 7, 2022	Jul 22, 2022	

0.0 General Conditions: \$2,616,826 (Not to exceed)

- Project and construction management, procurement, scheduling and construction equipment for QISG, Potelco and Tommer.

2.0 Burke Substation: \$10,830

- Update station drawings to latest District substation drawing template.

3.0 Mountain View Cap Bank: (\$1,992,140)

- Cost reduction due to project transfer to QTEP.
- Removal of remaining protection & controls SOW.
- Update station drawings to latest District substation drawing template.

3.0B Mountain View Distribution (MWH06): \$4,509,822

- Procure material and construct two 41 MVA distribution transformer lineups to replace mobile transformers located at Mountain View Substation.

4.0 Baird Springs Substation: \$12,010

- Update station drawings to latest District substation drawing template.

5.0 Red Rock Substation: \$8,789

- Update station drawings to latest District substation drawing template.

6.0 Frenchman Hills Substation: \$15,234

- Revised lighting circuit scope.

7.0 Red Rock Transmission Line: \$315,692

- Labor rate adjustment to complete construction in 2025.

8.0 South Ephrata Substation & Ring Bus: \$198,816

- Potelco labor rate adjustment in 2025.
- Tommer labor rate adjustment in 2025.
- Complete design & material procurement.
- Update station drawings to latest District substation drawing template.
- Re-installation of the distribution rack.

10.0 Royal City Substation: \$10,673

- Update station drawings to latest District substation drawing template.

Justification:

Executing this change order is essential to finance the Design-Builder's outstanding scope of work related to the procurement and construction of the Mountain View Distribution (MWH06) Project. This change order is also necessary to facilitate the efficient planning and organization of the remaining tasks required to complete the scope of work in the Design-Build 2 project.

In the event of a delay in approving this change order, the procurement and delivery of crucial materials may also be delayed potentially pushing back the completion date of the Design Build 2 project and leading to increased costs for the Design Builder's general conditions.

Financial Considerations:

The budgeted cost for this project is based on a negotiation between the Design-Builder and the District. Per the Progressive Design-Build process, the Design-Build team was selected based on their qualifications. During Phase 1 planning, the Design-Build team developed and submitted their price proposal for Phase 2. Over the course of several months the District team and Design-Builder negotiated a final price. The District's review included input from District Staff, the project's owner's engineer – Stanley Consultants and a third-party construction estimator with Aubrey Silvey Enterprises.

The hourly labor rates, equipment rates, overhead costs, and profit margins in this contract have been determined to be fair and reasonable for both the Design-Builder and the District. Approximately 25% of this contract will be paid to the Design-Builder as a lump sum cost. The remaining 75% is a not to exceed price. Any cost savings associated with the not to exceed work will revert to the District at the end of the project.

The general conditions budget encompasses various expenditures such as project and construction management, procurement, scheduling and construction equipment for QISG, Potelco and Tommer. Historically, the project's monthly average expenditure has been \$350,000. The approximate monthly average expenditure for the remaining scope is \$260,000, with the anticipated completion of the DB2 project by January 31, 2026. The GMP4 general conditions budget is \$2,616,826.

This project is included in the District's capital budget.

Change Order History: (See attached change order table)

Change Orders #1, #2 & #3: Funded design work and long lead material procurement required to maintain project schedule during initial cost negotiations.

Change Order #4: Funded construction and remaining material procurement for the first eight project sites (Group 1).

Change Order #5: Funded District driven scope changes/additions to Group 1 Sites, Red Rock Substation material and construction costs and Red Rock Transmission Line engineering effort.

Change Order #6: District Driven Scope Additions.

Change Order #7: Guaranteed Maximum Price (GMP) Amendment. Locks in funding for the Red Rock Transmission Line material procurement, construction costs, associated program management, and project change requests that have occurred since the approval of GMP 2.

Change Order #8: Rejected, time extension placeholder

Change Order #9: Funded Customer driven scope addition at Barid Springs Substation

Change Order #10: Funded District driven scope/additions and Customer requested scope addition.

Change Order #11: Rejected, replaced via a work directive to be included in change order #13

Change Order #12: Funded long lead material procurement required to maintain project schedule.

Legal Review: See attached email.

Recommendation: Commission approval of Change Order No. 13 to Contract 130-09724 with Quanta Infrastructure Solutions Group in the amount of \$5,706,522.10 to complete the remaining scope of DB2, The Load Growth Program.

From: Travis Wiser <Twiser@gcpud.org>
Sent: Thursday, January 23, 2025 7:38 AM
To: Beau Schwab <bschwab@gcpud.org>
Cc: David Klinkenberg <dklinkenberg@gcpud.org>
Subject: (Commission Memo Approvals) Re: Design Build 2 (Load Growth Program) Commission Memo

Hi Beau,
I approve.

Travis

From: Beau Schwab <bschwab@gcpud.org>
Sent: Thursday, January 23, 2025 6:41 AM
To: Travis Wiser <Twiser@gcpud.org>
Cc: David Klinkenberg <dklinkenberg@gcpud.org>
Subject: FW: Design Build 2 (Load Growth Program) Commission Memo

Hello Travis – You are listed as an approver on the attached Commission Memo but I didn't see your approval below. Please review attached and provide approval or comments.

Thank you,

Beau Schwab

Procurement Officer II

EMAIL bschwab@gcpud.org

OFFICE (509) 754-7939

ADDRESS 14352 Hwy 243 S Bldg. 6, Beverly, WA 99321



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From: Jeff Grizzel <Jgrizzel@gcpud.org>
Sent: Thursday, January 9, 2025 11:30 AM
To: David Klinkenberg <dklinkenberg@gcpud.org>
Cc: Austin Blythe-Clark <ablytheclark@gcpud.org>; Andrew Sept <asept@gcpud.org>; Travis Wiser <Twiser@gcpud.org>
Subject: Re: Design Build 2 (Load Growth Program) Commission Memo

David - apologies for the delay. I'm good with the changes you've made and your explanations below. I support the memo as written.

Jeff

From: David Klinkenberg <dklinkenberg@gcpud.org>
Sent: Wednesday, January 8, 2025 6:35 PM
To: Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Austin Blythe-Clark <ablytheclark@gcpud.org>; Andrew Sept <asept@gcpud.org>; Travis Wiser <Twiser@gcpud.org>
Subject: RE: Design Build 2 (Load Growth Program) Commission Memo

Hi Jeff,

I am inquiring whether you had time review our return comments in blue below and are looking for your input.

Thank you

From: David Klinkenberg
Sent: Monday, January 6, 2025 5:29 PM
To: Julie Pyper <Jpyper@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Aaron Kuntz <Akuntz@gcpud.org>
Cc: Travis Wiser <Twiser@gcpud.org>; Austin Blythe-Clark <ablytheclark@gcpud.org>; Andrew Sept

[<asept@gcpud.org>](mailto:asept@gcpud.org)

Subject: RE: Design Build 2 (Load Growth Program) Commission Memo

Good Evening All,

Attached is the revised Commission Memo to reflect your comments except for three from Jeff which are outlined below.

Comment 1: Jeff G:

- “Is this the last anticipated change order for the entire DB2 project? If so, let’s state that at the end of this section so that’s clear up front”

Anticipated yes. But due to the volatility that we continue to see in the substation and transmission procurement markets, a time extension change order could be warranted, and with ongoing construction efforts there may be scope revisions and/or changes that also could warrant a change order, so I didn’t want to provide what could be a false narrative. Let me know what you think, and I will revise accordingly.

Comment 2: Jeff G:

- “Are we really saying Red Rock T line will be mechanically complete by June 2nd of this year??”

This is the mechanical completion date noted in the Program’s P6 schedule and denotes the mechanical completion date for the contractor’s scope of work. The contractor has mobilized, and structure foundation excavation is underway.

Comment 3: Jeff G:

- “This seems like an odd thing to include and doesn’t seem to match the General Conditions change order amount of \$2.6M included in the table above. I suggest explaining why the amounts differ to avoid confusion/raise questions or delete the sentence altogether.

The 2.6 million General Conditions costs are all aligned throughout the memo and supporting table, but if this sentence does not fit the rest of the narrative well, we can easily remove. Please advise.

Thank you for the review and support.

David, Austin and Andrew

From: Julie Pyper <Jpyper@gcpud.org>

Sent: Monday, January 6, 2025 10:14 AM

To: Jeff Grizzel <Jgrizzel@gcpud.org>; Aaron Kuntz <Akuntz@gcpud.org>; David Klinkenberg <dklinkenberg@gcpud.org>

Cc: Travis Wiser <Twiser@gcpud.org>; Austin Blythe-Clark <ablytheclark@gcpud.org>; Andrew Sept <asept@gcpud.org>

Subject: RE: Design Build 2 (Load Growth Program) Commission Memo

David – Thank you for drafting this and the opportunity to review.

I agree with the comments provided by Jeff and Aaron, I don't have anything further to add.

Please let me know if you have any questions or comment. Thank you and take care, Jules

Julie E. Pyper

Chief Administrative Officer

BUSINESS ADVANCEMENT office portfolio management – resource management | **enterprise project management office** enterprise technology – facilities & project services – power delivery – power production | **operational excellence** organizational change management – internal communications – corrective action program – continuous improvement



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OUR VALUES Safety | Innovation | Service | Teamwork | Respect | Integrity | Heritage

From: Jeff Grizzel <Jgrizzel@gcpud.org>
Sent: Thursday, January 2, 2025 3:58 PM
To: Aaron Kuntz <Akuntz@gcpud.org>; David Klinkenberg <dklinkenberg@gcpud.org>; Julie Pyper <Jpyper@gcpud.org>
Cc: Travis Wiser <Twiser@gcpud.org>; Austin Blythe-Clark <ablytheclark@gcpud.org>; Andrew Sept <asept@gcpud.org>
Subject: Re: Design Build 2 (Load Growth Program) Commission Memo

Dave - I have added my comments/questions to Aaron's version (attached). Thanks for the chance to review.

Jeff

From: Aaron Kuntz <Akuntz@gcpud.org>
Sent: Thursday, January 2, 2025 3:08 PM
To: David Klinkenberg <dklinkenberg@gcpud.org>; Julie Pyper <Jpyper@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Travis Wiser <Twiser@gcpud.org>; Austin Blythe-Clark <ablytheclark@gcpud.org>; Andrew Sept <asept@gcpud.org>
Subject: RE: Design Build 2 (Load Growth Program) Commission Memo

Dave,

I have reviewed the memo and made one suggestion (see attached).

Aaron

Aaron Kuntz
Senior Manager Enterprise Project Management Office
Grant County PUD
509-306-9099

From: David Klinkenberg <dklinkenberg@gcpud.org>

Sent: Tuesday, December 31, 2024 4:54 PM

To: Aaron Kuntz <Akuntz@gcpud.org>; Julie Pyper <Jpyper@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>

Cc: Travis Wiser <Twiser@gcpud.org>; Austin Blythe-Clark <ablytheclark@gcpud.org>; Andrew Sept <asept@gcpud.org>

Subject: Design Build 2 (Load Growth Program) Commission Memo

Importance: High

Good Afternoon All

I have attached the DB2 GMP 4 Commission memo for your review, please review and provide comments at your earliest convenience.

Thank you and Happy New Year to everyone.

David Klinkenberg

Project Manager, Power Delivery EPMO

CELL 509.885.6491

EMAIL dklinkenberg@gcpud.org



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**GMP 4 AMENDMENT
GRANT COUNTY PUBLIC UTILITY DISTRICT
LOAD GROWTH PROJECT**

1. The parties entered into previous GMP Amendments GMP 1 on September 23, 2020, and GMP 2 on June 13, 2022 and GMP 3 on 5/26/2023. Pursuant to Section 6.6.1 of the Agreement, this GMP 4 Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this GMP 4 Amendment conflict with the Agreement, the Phase 1 Amendment, or GMP 1, GMP 2 and GMP 3 Amendments, the terms in this GMP 4 Amendment shall govern.
2. The Design-Builder has submitted to Owner the GMP 4 Proposal pursuant to Section 6.6.1.5 of the Agreement.
3. The Owner has reviewed the GMP 4 Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.6 of the Agreement, and the Owner has accepted the GMP 3 Proposal as reconciled. The conformed, reconciled GMP 4 Proposal contains the following documents and is attached to this GMP 3 Amendment at Exhibit A and is incorporated as if fully set forth herein.
 - a. Proposed GMP 4 pursuant to Section 2.04C of Exhibit C to the Agreement including the following itemized amounts as set forth in the Schedule of Values, Attachment 1 to the GMP 4 Amendment.
 - i. The Design-Builder's Lump Sum Fee pursuant to Section 6.2.3 of the Agreement.
 - ii. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis pursuant to Section 6.4.1 of the Agreement.
 - iii. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement.
 - iv. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement.
 - v. The Cost of the Work Contingency pursuant to Section 6.4.4.1.a of the Agreement.
 - vi. The Design-Builder's Contingency pursuant to Section 6.4.4.1.b of the Agreement.
 - vii. The Design-Builder's Lump Sum General Conditions Amount pursuant to Section 6.4.5 of the Agreement.
 - viii. If applicable, a schedule of unit prices.
 - ix. A list of the assumptions and clarifications made by the Design-Builder in preparation of the GMP 3 Proposal, as set forth in the Basis of Design Documents.
 - b. The GMP 4 Basis of Design Documents pursuant to Section 2.03 of Exhibit C to the Agreement. A list of documents that comprise the GMP 4 Basis of Design Documents is set forth in Attachment 2 to this GMP 3 Amendment.
 - c. A current Project Schedule pursuant to Section 2.02.D of Exhibit C to the Agreement is set forth in Attachment 3 to this GMP 4 Amendment.
 - d. The Contract Close-Out Plan pursuant to Section 2.10 of Exhibit C to the Agreement is incorporated into the GMP 4 Basis of Design Documents.
 - e. Differing Site Conditions Report pursuant to Section 2.11 of Exhibit C to the Agreement. The Differing Site Conditions Report is set forth as Attachment 4 to the GMP 4 Amendment.
4. The Owner has decided to exercise its option to enter into Phase 2 of the Agreement for the Work set forth in this GMP 4 Amendment pursuant to Section 6.6.1.6.b of the Agreement.

5. Consistent with the GMP 4 Proposal, the parties hereby establish the following Commercial Terms:

Cost of the Work	\$5,243,171.96
<i>Lump Sum General Conditions Costs</i>	<i>\$2,411,628.48</i>
<i>Cost of Work</i>	<i>\$2,831,543.48</i>
Design-Builder's Lump Sum Fee	\$359,479.38
Design Builder's Contingency	\$103,900.76
Guaranteed Maximum Price Amendment	\$5,706,552.10
Phase 1 Not To Exceed Amount	\$6,231,295.26
GMP 1 Amendment GMP	\$51,930,956.00
GMP 2 Amendment GMP	\$14,003,913.56
CO #06	\$109,092.46
GMP 3 Amendment GMP	\$31,913,638.00
CO #09	\$226,592.22
CO #10	\$173,357.03
CO #12	\$20,984.90
GMP 4 Amendment GMP	\$5,706,552.10
Guaranteed Maximum Price	\$110,316,381.53
<i>* Note: GCPUD approves the rounding error of \$0.30 in Attachment 1 SOV</i>	
Commercial Completion Dates (Milestone Dates)	
Quincy Plains Substation Mechanical Completion	2/12/2021
Burke Substation Mechanical Completion	6/25/2021
Mountain View Mobile Tap Mechanical Completion	4/9/2021
Mountain View Cap Bank Mechanical Completion	3/31/2025
Mountain View Distribution Mechanical Completion	12/19/2025
Baird Springs Substation Mechanical Completion	6/1/2023
Baird Springs 2 nd Line Up Mechanical Completion	10/30/2024
Red Rock Substation Mechanical Completion	3/31/2025
Frenchman Hills Mechanical Completion	11/26/2024
South Ephrata Substation Mechanical Completion	8/29/2025
South Ephrata Ring Bus Mechanical Completion	8/29/2025
Royal City Substation Mechanical Completion	7/22/2022
Red Rock Transmission Line	6/02/2025

6. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Guaranteed Maximum Price set forth above.

In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

OWNER
Public Utility District No. 2 of Grant County

DESIGN-BUILDER
Quanta Infrastructure Solutions Group, LLC

By _____

By _____

Name

Name

Its _____

Its _____

Date: _____

Date: _____

Attachments

1	GMP 4 Schedule of Values
2	List of GMP 4 Basis of Design Documents
3	Project Schedule
4	Differing Site Conditions Report
5	Scope of Work

ATTACHMENT 1
SCHEDULE OF VALUES GMP 4

The Schedule of Values agreed by the parties and dated December 23, 2024 is incorporated into the GMP 4 Amendment as if fully set forth herein and can be viewed [here](#).

**ATTACHMENT 2
LIST OF GMP 4 BASIS OF DESIGN DOCUMENTS**

The following documents comprise the GMP 4 Basis of Design Documents. These documents are incorporated into this GMP 4 Amendment as if fully set forth herein. The documents set forth in the GMP 1, GMP 2 and GMP 3 Amendment and the list of documents set forth in this GMP 4 Amendment make up the full Basis of Design Documents for this Project.

Name	Date
Baird Springs	
Baird Springs Structural IFC Rev 1B	3/8/2021
Baird Springs IFC Grounding Package	5/17/2021
Baird Springs Civil/Electrical IFC	7/13/2021
Baird Springs 2nd Lineup IFC	12/22/2021
Baird Springs Conduit IFC	3/15/2021
Baird Springs Revised Conduit IFC	4/15/2021
Baird Springs Rev Cable & Conduit/Cable Qty IFC	5/3/2021
Baird Springs Transmission Line IFC	6/25/2021
Burke Substation	
Burke IFC Physical Package	9/11/2020
Burke Revised Physical & Conduit IFC	3/15/2021
Burke Revised Conduit IFC	4/1/2021
Burke Transmission Drawings IFC MOD	9/30/2021
Burke IFC Controls Package	10/2/2020
Burke Rev IFC Communication Drawings	11/30/2020
Burke Revised IFC Electrical Package	3/17/2021
Burke Revised MOD Control Box IFC	4/12/2021
Burke Revised Autosectionalizing Cabinet	4/23/2021
Burke 27DC IFC Revisions	6/11/2021
Burke Revised Grading IFC	10/27/2020
Burke/Royal Mindcore motor operator switches	1/5/2021
Burke Post IFC Distribution Layout	11/17/2020
Burke Retaining Wall	2/18/2021
Burke Main Power Xfmr(s) Vac Fill Test Report(s)	5/5/2021
Burke Metering IFC	8/6/2021
Burke Telecom IFC	8/27/2021
Burke MOD Vendor IFC	12/1/2021
Frenchman Hills Substation	
Frenchman Hills 100% Design Package	4/14/2021
Frenchman Hills SSSP_Rev1	8/4/2021
Frenchman Hills Partial Civil & Electrical IFC	8/4/2021
Mountain View Cap Bank	
Mountain View Cap Bank IFC	7/8/2021
Mountain View Cap Bank Foundation IFC Rev	9/7/2021
Mountain View Cap Bank Structural IFC Amendment 2	10/19/2021

Mountain View Cap Bank Isolation Fnd IFC Adjustment	11/19/2021
Mt View Cap Bank Septic Design	11/4/2021
Mountain View Cap Bank 100% Structural Control House	12/30/2021
Mountain View Cap Bank FINAL Conceptual Package (Electrical)	05/12/2020
Mountain View Mobile Tap	
Mountain View Mobile Tap IFC Design Package	9/18/2020
Mountain View Mobile Tap IFC Revised Foundation	10/16/2020
Quincy Plains Substation	
Quincy Plains IFC Package	7/22/2020
Quincy Plains Redlines	1/4/2022
Royal City Substation	
Burke/Royal Mindcore motor operator switches	1/5/2021
Royal IFC Package	11/19/2020
Royal IFC Ground Grid	11/30/2020
Royal Structural Revised	2/5/2021
Royal IFC Conduit Drawings Revised	4/12/2021
Royal Revised IFC Drawings	4/23/2021
Royal Panel Fabrication Drawing	6/22/2021
Royal IFC Updates	6/29/2021
Royal Revised Circuit Breaker IFC	9/10/2021
Royal Transmission Line IFC	1/18/2021
South Ephrata Substation	
South Ephrata 30% FINAL Conceptual Package	5/5/2020
Hazmat Analysis Memo South Ephrata 2020.05.08	6/2/2020
South Ephrata IFC Structural	07/06/2022
South Ephrata IFC Physical	07/06/2022
South Ephrata IFC Transmission	02/01/2023
Red Rock Substation	
Red Rock Substation 100% Design	1/17/2022
Red Rock Transmission Line	
Red Rock Transmission Line SSSP/EAP Map	8/10/2020
Red Rock Transmission Line – GT Report	9/29/2020
Red Rock T-Line 30% Final Design Package	2/18/2021
Red Rock T-Line 60% Design Package	7/20/2022
Red Rock T-Line 90% Design Package	12/20/2022
GCPUD LGP – SOW GMP 2 Master	12/13/2021
GCPUD LGP - RFI Log	01/17/2022
QEPC LGP GCPUD Design Log	01/17/2022

South Ephrata and Mountain View Cap Bank electrical packages (P&C packages) will change from design criteria and 30% conceptual packages, as detailed within GMP1. Impacts to general conditions, procurement and construction have yet to be determined, as of GMP3, and are NOT included. Impacts to engineering are captured within GMP3, only to extent detailed within supporting documentation

**ATTACHMENT 3
PROJECT SCHEDULE**

The approved Project Schedule dated December 09, 2024 is set forth herein can be viewed [here](#).

**ATTACHMENT 4
DIFFERING SITE CONDITIONS REPORT**

The Differing Site Conditions Report consists of the following Geotech and hazardous materials reports which are incorporated into this GMP Amendment as if fully set forth herein:

Name	Date
Grant County PUD Transmission Line Geotech Engineering Evaluation for Mountain View 115kv Transmission line Mountain View 230kv Transmission line Wheeler to Warden 115kv Transmission line Rocky Ford to Dover 115kv Transmission line	December 19, 2014
Mountain View Switchyard Geotech Engineering Evaluation	October 22, 2014
Mountain View Soils Resistivity Report	February 4, 2015
Mountain View Step Potential	February 4, 2015
Mountain View Touch Voltages	February 4, 2015
Frenchman Hills Substation Report of Geotechnical Investigation	June 2000
Geotechnical Engineering Evaluation Report Baird Springs Substation	May 4, 2020
Geotechnical Engineering Evaluation Report Burke Substation	April 14, 2020
Geotechnical Engineering Evaluation Report Royal City Substation	April 14, 2020
Geotechnical Engineering Evaluation Report South Ephrata Substation	April 14, 2020
Hazardous Materials Assessment of Properties Burke Substation	April 22, 2020
Hazardous Materials Assessment of Properties Baird Springs Substation	May 5, 2020
Hazardous Materials Assessment of Properties Royal City Substation	April 22, 2020
Hazardous Materials Assessment of Properties South Ephrata Substation	May 1, 2020
Red Rock Transmission Line Report of Geotechnical Investigation	September 28, 2020
Red Rock Substation Additional Survey (Topo)	February 17, 2022

**ATTACHMENT 5
SCOPE OF WORK**

The approved Scope of Work dated January 3, 2025 is set forth herein can be viewed [here](#).



Change Order Table

Contract Title: Grant County Load Growth Project			
Contract No.	130-09724	Award Date:	12/10/2019
Project Manager:	David Klinkenberg	Original Contract Amount:	\$2,028,023.14
District Representative (If Different):		Original Contract completion:	6/30/2022
Contractor:	Quanta Electric Power Construction, LLC.	Total CO Cost Change Amt	\$102,560,821.36

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Increase the Contract Price to fund Design Builder procured long lead materials and revises Section 6.2.3, Design-Builder's Fee Percentage and Lump Sum Fee.	Managing Director	07/07/20	N/A	\$265,317.81	\$2,293,340.95	\$265,317.81
2	Increase the Contract Price to fund additional Design Builder procured long lead materials, continued engineering & program management and extend Phase 1 of the project.	Comm	07/31/20	N/A	\$3,442,954.31	\$5,736,295.26	\$3,708,272.12

3	Extend Phase 1 design, issue a limited Notice to Proceed to begin labor, amend the Agreement, the General Conditions, and Exhibits A & K and establish a final project completion date.	Managing Director	09/08/20	04/04/23	\$495,000.00	\$6,231,295.26	\$495,000.00
4	Establishes the Guaranteed Maximum Price (GMP) and incorporates Attachments 1 through 6 to fully establish the GMP Amendment and transition to Phase 2 of the project.	Comm	09/23/20	N/A	\$51,930,956.00	\$58,162,251.26	\$52,425,956.00
5	Increases the GMP and revises Schedule of Values, List of Basis of Design Documents, and the Differing Site Conditions Report from Change Order No. 4. Change Order No. 5 also updates the current Project Schedule.	Comm	06/13/22	06/06/23	\$14,003,913.56	\$72,166,164.82	\$14,003,913.56
6	Increase the Contract Price to add a mobile restroom at the District's Ephrata Substation and to have the Contractor relocate an existing power transformer from the District's Burke Substation to the Soap Lake Substation.	Senior/Plant Mgr	04/18/23	N/A	\$109,092.46	\$72,275,257.28	\$109,092.46
7	Increase the GMP to fund scope changes as well as material and labor costs for the Red Rock transmission construction.	Comm	05/30/23	03/31/25	\$31,913,638.00	\$104,188,895.28	\$32,022,730.46
8	Extention of Completion Date (Rejected by DR)	Senior/Plant Mgr	N/A	N/A	\$0.00	\$104,188,895.28	\$0.00

9	Increase Contract Price	Managing Director	08/11/23	N/A	\$226,592.20	\$104,415,487.48	\$226,592.20
10	Increase Contract Price due to construction delays (CR.39), unplanned excavation (CR.43), and customer request to maintain power as long as possible during planned Mountain View SOW.	Managing Director	10/03/23	N/A	\$173,357.02	\$104,588,844.50	\$399,949.22
11	Increase Contract Price (Rejected by DR)	Comm	N/A	N/A	\$0.00	\$104,588,844.50	\$399,949.22
12	Increase Contract Price	Dept Mgr	11/20/24	N/A	\$20,984.90	\$104,609,829.40	\$420,934.12
13	Increase Contract Price and Extend Contract Completion Date	Comm	TBD	01/31/26	\$5,706,552.10	\$110,316,381.50	\$6,127,486.22
Total Change Order Cost Change Amount					102,560,821.36		