

A G E N D A
GRANT COUNTY PUBLIC UTILITY DISTRICT
30 C Street SW – Commission Meeting Room
Ephrata, Washington
COMMISSION MEETING
Tuesday, June 11, 2024

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

- 8:30 a.m.** Executive Session
- 9:00 a.m.** Commission Convenes
Review and Sign Vouchers
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 May 28, 2024

2. Regular Agenda

9052 – Resolution Adopting a Revised Schedule of Non-Bargaining Unit Positions and Superseding Resolution No. 9048.

9053 – Resolution Implementing Engrossed Substitute House Bill 1050 to Adopt RCW 39.04.320 Governing Apprenticeship Utilization Requirements on Public Works Contracts.

9054 – Resolution Adopting the Lands Services Real Property and Property Rights Management Policy and Rescinding Resolution No. 8880.

3. Review Items For Next Business Meeting

XXXX – Resolution Amending Grant PUD’s Washington 2024 10-Year Conservation Potential and Two-Year Conservation Target Pursuant to RCW Chapter 19.285 and Superseding Resolution 9037.

Motion authorizing the General Manager/CEO to execute Change Order No. 6 to Contract 430-10804 with Universal Protection Services, LP dba Allied Universal Security Services, increasing the not-to-exceed contract amount by \$3,000,000.00 for a new 2 -year extension to July 2, 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. 6. (xxxx)

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 430-12331 with the Washington Department of Fish and Wildlife (WDFW), in an amount not-to-exceed \$4,162,831.00 and with a contract completion date of June 30, 2027. (xxxx)

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 430-12306 with the Washington Department of Fish and Wildlife (WDFW), in an amount not-to-exceed \$1,295,801.00 and with a contract completion date of June 30, 2027. (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

May 28, 2024

The Commission of Public Utility District No. 2 of Grant County, Washington, convened at 8:30 a.m. at Grant PUD's Main Headquarters Building, 30 C Street SW, Ephrata, Washington and via Microsoft Teams Meeting / +1 509-703-5291 Conference ID: 614 157 417# with the following Commissioners present: Tom Flint, President; Terry Pyle, Vice-President; Larry Schaapman, Secretary; Judy Wilson, Commissioner and Nelson Cox, Commissioner.

An executive session was announced at 8:33 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 and correspondence.

The Commission calendar was reviewed.

The Commission recessed at 9:05 a.m.

The Commission resumed at 9:32 a.m.

A round table discussion was held regarding the following topics: Cory Wright meet with Commission Schaapman regarding Vantage Marina; Solar Farm for Pat Escure; Data Centers requesting cost assistance; Soap Lake substation update; appreciation to all the Military personnel was given.

Jordan Rang, Safety Coordinator, gave the Safety Report.

Aaron Kuntz, Senior Manager of EPMO, gave the EPMO Report.

An executive session was announced at 10:45 a.m. to last until 11:50 a.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 11:50 a.m. and the regular session resumed.

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

Payment Number	143083	through	143525	\$42,762,314.62
Payroll Direct Deposit	237880	through	238697	\$2,549,578.69
Payroll Tax and Garnishments	2024515A	through	20249520A	\$1,131,450.66

Meeting minutes of May 14, 2024.

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

Resolution No. 9050 relative to accepting a bid and awarding a contract was presented to the Commission. Motion was made by Commissioner Schaapman and seconded by Commissioner Pyle to approve Resolution No. 9050. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9050A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 370-12118, FOR WANAPUM
RIGHT BANK FISH LADDER 72" GRAVITY SUPPLY VALVESRecitals

1. Bids were publicly opened on April 4, 2024 for Contract 370-12118, for Wanapum Right Bank Fish Ladder 72" Gravity Supply Valves;
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD's staff;
 - ADAMS Schweiz AG
3. The low bid, submitted by ADAMS Schweiz AG is both commercially and technically compliant with Grant PUD's contract requirements;
4. The bid is equal to the Engineer's Estimate of \$2,035,000.00; and
5. Grant PUD's Senior Manager of Hydro Generation concurs with staff and recommend award to ADAMS Schweiz AG 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 370-12118, for Wanapum Right Bank Fish Ladder 72" Gravity Supply Valves with ADAMS Schweiz AG of Switzerland in the amount of \$2,035,000.00 plus applicable sales tax, upon receipt of the required payment and performance bond in a manner satisfactory to Grant PUD's Counsel.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 28th day of May, 2024.

Resolution No. 9051 relative to adopting salary was presented to the Commission. Motion was made by Commissioner Pyle and seconded by Commissioner Cox to approve Resolution No. 9050. After consideration, the motion passed by unanimous vote of the Commission.

Resolution No. 9051A RESOLUTION ADOPTING SALARY FOR GENERAL
MANAGER/CHIEF EXECUTIVE OFFICERRecitals

1. The Commission desires to establish the salary for the General Manager/Chief Executive Officer as set forth herein.

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

Section 1. The adjusted salary for the General Manager/Chief Executive Officer is set forth in Exhibit A and shall be effective May 28, 2024.

Section 2. The Commission adds a contribution to the personal leave (PL) bank of the General Manager/ Chief Executive Officer as follows:

- Fifteen (15) days at eight (8) hours per day

Section 3. The President of the Commission is authorized to execute an employment agreement with the General Manager/Chief Executive Officer reflecting the salary adjustment and PL contribution in this Resolution in a form approved by the President and General Counsel/Chief Legal Officer.

Section 4. This resolution supersedes any prior resolution relating to the General Manager/Chief Executive Officer salary to the extent of any conflict or inconsistency with the salary adjustments set forth in Exhibit A.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 28th day of May, 2024.

Motion was made by Commissioner Schaapman and seconded by Commissioner Pyle authorizing payment of non-compliant purchase from Northwest Barricade & Signs, LLC., for Invoice #24-31284 dated April 25, 2024, in the amount of \$24,767.00. After consideration, the motion passed by unanimous vote of the Commission.

Motion was made by Commissioner Schaapman and seconded by Commissioner Wilson authorizing payment to Bio-Oregon for invoice dated September 26, in the amount of \$16,063.96. After consideration, the motion passed by unanimous vote of the Commission.

A Financial Statement Suite was presented to the board with the following presenters presenting on specific topics:

- Jennifer Sager, Senior Manager of Accounting, reviewed the Finance/Business Services Quarterly Finance Report (QFR).
- Craig Kunz, Senior Manager of Net Powering R&M, reviewed the Energy Supply Management Quarterly Finance Report (QFR)
- Amanda Anthony, Manager Software of Quality Assurance, reviewed the Enterprise Technology Quarterly Finance Report (QFR).
- Kristi Van Diest, Human Resources Operations Manager, reviewed the Human Resources Quarterly Finance Report (QFR).
- Maggie Ramirez, Clerk of the Board / Executive Coordinator, reviewed the Executive Services Quarterly Finance Report (QFR).
- Internal Services – Brian Barrows, Fleet Maintenance Manager, reviewed the Internal Services Quarterly Finance Report (QFR).
- Craig Bressan, Senior Manager of Safety, reviewed the Protective Services Quarterly Finance Report (QFR).
- Krissy Mackenzie, Manager of EPPM, reviewed the Chief Administrative Office Quarterly Finance Report (QFR).
- Cary West, Senior Manager of Customer Solutions, reviewed the Quarterly Finance Report (QFR).
- Chuck Allen, Senior Manager of External Affairs, reviewed the External Affairs and Pricing Quarterly Finance Report (QFR).
- Terry Mckenzie, Senior Manager of Wholesale, reviewed the Telecom and Fiber Services Quarterly Finance Report (QFR).
- Ron Alexander, Director of Power Delivery, reviewed the Power Delivery Quarterly Finance Report (QFR).
- Rey Pulido, Director of Power Production, reviewed the Power Production Quarterly Finance Report (QFR).
- Environmental Affairs/Cultural Resources – Ross Hendrick, Senior Manager of Environmental Affairs Quarterly Finance Report (QFR).
- Asset Management – Russ Seiler, Senior Manager of Asset Management, reviewed the Quarterly Finance Report (QFR).

Jennifer Sager, Senior Manager of Accounting; Angelina Johnson, Senior Manager of Treasury and Financial Planning; and Bryndon Ecklund, Lead Financial Analyst; reviewed the Financial Reports.

Trade association and committee reports were reviewed.

There being no further business to discuss, the Commission adjourned at 4:23 p.m. on May 28 and reconvened on Tuesday, June 4, at 6:00 p.m. a.m. at Moses Lake Civic Center, 401 S Balsam Street, Moses Lake, Washington for the purpose of attending a rates stakeholder engagement meeting and any other business that may come before the Commission with the following Commissioners present: Tom Flint, Terry Pyle, Larry Schaapman, Judy Wilson, and Nelson Cox. A copy of the notice of adjournment was posted to the Grant PUD website.

There being no further business to discuss, the May 28, 2024 meeting officially adjourned at 7:21 p.m. on June 4, 2024.

Tom Flint, President

ATTEST:

Larry Schaapman, Secretary

Terry Pyle, Vice President

Judy Wilson, Commissioner

Nelson Cox, Commissioner

REGULAR AGENDA

RESOLUTION NO. 9052

A RESOLUTION ADOPTING A REVISED SCHEDULE OF NON-BARGAINING UNIT POSITIONS
AND SUPERSEDING RESOLUTION NO. 9048

Recitals

1. Resolution No. 9048 adopted April 4, 2024, increased the Non-Unit Salary Plan by 10%.
2. Pursuant to RCW 54.16.100 the Grant PUD Manager recommends the Commission adopt the scale of salaries to be paid for the different classes of service as set forth in the attached Exhibit A.

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

Section 1. The salary plan as set forth in Exhibit A is hereby approved and adopted.

Section 2. The Manager is authorized to make temporary changes in the salary plan of non-bargaining unit employees under their direction, until revision of the salary plan by Grant PUD's Commission, to resolve individual situations such as the addition of new job titles or grade changes for existing job titles. All salary adjustments shall have prospective effect only.

Section 3. Resolution No. 9048 is hereby superseded, and this resolution supersedes any other resolutions which are inconsistent with this resolution.

BE IT FURTHER RESOLVED that Resolution No. 9048 is hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 11th day of June, 2024.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

GRANT COUNTY PUBLIC UTILITY DISTRICT No. 2 - NON-BARGAINING UNIT SALARY PLAN
 Effective: 04/09/2024
 Revised: 05/20/2024
 Exhibit "A" - Resolution 9048

Grade Level	Minimum Weekly Annualized	Market Point Bi-Weekly Annualized	Maximum Bi-Weekly Annualized	Job Title
1	16.28	22.87	32.67	Administrative Clerk
	1,188.00	1,829.52	2,613.60	Cultural Project Worker
	30,888.00	47,567.52	67,953.60	Lands Recreation Crew Reservoir Patrol Student Helper/Student Intern
2	24.66	34.52	37.98	Accounting Assistant
	1,972.96	2,761.44	3,038.64	Cultural Resource Specialist I
	51,296.96	71,797.44	79,004.64	
3	26.13	36.58	40.24	Administrative Assistant
	2,090.00	2,926.00	3,219.04	HR Coordinator I
	54,340.00	76,076.00	83,695.04	Records Compliance Specialist
4	27.68	38.74	42.61	Cultural Resource Specialist II
	2,214.08	3,099.36	3,409.12	Internal Communications Specialist I
	57,566.08	80,583.36	88,637.12	Lands/Recreation Technician
5	29.36	41.10	45.21	Accounting Specialist
	2,348.72	3,287.68	3,616.80	Biologist
	61,066.72	85,479.68	94,036.80	Cultural Resource Specialist III Data Analyst HR Coordinator II Security Specialist- Security Specialist I
6	31.12	43.57	47.93	Associate Engineer Standards
	2,489.52	3,485.68	3,834.16	Employee Experience Administrator
	64,727.52	90,627.68	99,688.16	Energy Services Specialist I HR Generalist I HRIS Analyst+ Procurement Officer I Records Officer Regulatory Specialist I Training Specialist I
7	33.00	46.20	50.82	Asset Management Coordinator
	2,640.00	3,696.00	4,065.60	Business Analyst I
	68,640.00	96,096.00	105,705.60	Control System Analyst Engineer I Executive Assistant GIS Analyst Program Specialist Safety Coordinator Security Specialist II Technical Writer
8	34.97	48.96	53.86	Accountant
	2,797.52	3,916.88	4,308.48	Accounting Systems Analyst
	72,735.52	101,838.88	112,020.48	Business Systems Analyst Change Coordinator I Communications Specialist Customer Program Coordinator Customer Service Program Coordinator Customer Solutions Systems Analyst Customer Strategist Energy Services Specialist II Engineering Assistant HR Generalist II HRIS Analyst+ Internal Communications Specialist II Joint Use Specialist Procurement Officer II Product Strategist Project Coordinator Project Specialist I Regulatory Specialist II Security System Administrator Senior Data Analyst Software Test Engineer
9	37.07	51.91	57.10	Archaeologist
	2,965.60	4,152.72	4,568.08	Business Analyst II
	77,105.60	107,970.72	118,770.08	Change Coordinator II Data Architect Engineer II Executive Services Coordinator Grant Writer Grants Analyst Lands Specialist IT Infrastructure Engineer Outside Fiber Plant Specialist Procurement Officer III Senior Biologist Senior Program Specialist Software Engineer Training Specialist II
10	39.29	55.01	63.26	Asset Management Specialist
	3,143.36	4,400.88	5,060.88	Construction Inspector
	81,727.36	114,422.88	131,582.88	Customer Service Supervisor Customer Solutions Program Supervisor Desktop Engineer Document Controls Specialist Employee Experience Specialist Executive Services Supervisor Fleet Maintenance Coordinator HR Generalist III HR Wellness Specialist Lead Accounting Systems Analyst Project Specialist II Public Affairs Officer Regulatory Specialist III Risk Analyst Security Specialist III Senior Accountant Senior Business Systems Analyst Senior GIS Analyst Senior Internal Controls Specialist Senior Control Systems Analyst Supply Chain Analyst Wanapum Interface Specialist

GRANT COUNTY PUBLIC UTILITY DISTRICT No. 2 - NON-BARGAINING UNIT SALARY PLAN

Effective: 04/09/2024
Revised: 05/20/2024

Exhibit "A" - Resolution 9048

Grade Level	Minimum Weekly Annualized	Market Point Bi-Weekly Annualized	Maximum Bi-Weekly Annualized	Job Title	
11	41.62	58.28	67.01	Accounts Payable Supervisor	
	3,329.92	4,662.24	5,360.96	Apprenticeship & Workforce Development Program Mgr	
	86,577.92	121,218.24	139,384.96	Engineer III	
				Financial Analyst	
				HR Business Partner I	
				Internal Communications Specialist III	
				Lead Employee Experience Specialist	
				Lead Program Specialist	
				Legal Compliance Specialist	
				Outside Fiber Plant Coordinator	
				Pavroll Supervisor	
				Power Production Scheduler	
				Project Manager	
				Project Specialist III	
				Research Economist	
				Senior Auditor	
	12	44.14	61.80	71.06	Senior Emergency Management Coordinator
3,531.44		4,943.84	5,684.80	Senior Lands Specialist	
91,817.44		128,539.84	147,804.80	Senior IT Infrastructure Engineer	
				Senior Safety Coordinator	
				Senior Software Engineer	
				Senior Software Test Engineer	
				Accounting Supervisor	
				Budget & Reporting Specialist	
				Change Manager I	
				Construction & Maintenance Specialist	
				Database Administrator	
				DCS Control Technician	
				Engineering Services Supervisor	
				Executive Business Advisor	
				Financial Reporting Analyst	
				HRIS Administrator	
				HR Business Partner II	
13	46.79	65.51	75.34	HR Compliance & Risk Analyst	
	3,743.52	5,240.40	6,027.12	Lands and Permitting Services Supervisor	
	97,331.52	136,250.40	156,705.12	Lead Biologist	
				Lead Business Systems Analyst	
				Lead IT Infrastructure Engineer	
				License Implementation Supervisor	
				Power Production Work Week Coordinator	
				Project Specialist IV	
				Security Supervisor	
				Senior Archaeologist	
				Senior Data Architect	
				Senior DevOps Engineer	
				Senior Regulatory Specialist	
				Senior Training Coordinator	
				Service Desk Supervisor	
				Supply Chain Supervisor	
				Traditional Programs Supervisor	
			Water Sewer Specialist		
14	49.60	69.44	86.79	Advanced Metering & Billing Specialist	
	3,967.92	5,555.44	6,943.20	Archaeology Supervisor	
	103,165.92	144,441.44	180,523.20	Assistant Controller	
				Change Manager II	
				Cyber Security Engineer	
				Debt & Financial Compliance Supervisor	
				Engineer IV	
				Engineering Services & Support Supervisor	
				Enterprise Applications Supervisor	
				Facilities Supervisor	
				Fish and Wildlife Supervisor	
				Fisheries Scientist	
				Human Resources Supervisor	
				Lead Software Test Engineer	
				Manager Emergency Preparedness	
				Manager Grants Program	
	15	52.56	73.59	91.98	Manager Learning & Development
4,204.64		5,887.20	7,358.56	Manager Quality Assurance	
109,320.64		153,067.20	191,322.56	Organizational Development Supervisor	
				Platform Operations Supervisor	
				Project Specialist V	
				Senior Asset Management Specialist	
				Senior Construction Inspector	
				Senior Customer Strategist	
				Senior Economist	
				Senior Financial Analyst	
				Senior Network Security Engineer	
				Senior Project Manager	
				Senior Risk Analyst	
				Telecommunications Engineer	
				Wanapum Interface Supervisor	
15		52.56	73.59	91.98	Business Development Manager
		4,204.64	5,887.20	7,358.56	Controller Accounting
	109,320.64	153,067.20	191,322.56	Dispatch Generalist	
				Economist	
				Engineer CSE IV	
				Environmental Services Supervisor	
				Key Accounts Manager	
				Large Power Solutions Manager	
				Manager Continuous Improvement Programs	
				Manager Corrective Action Program	
				Manager Fleet Maintenance	
				Manager Procurement & Warehouse	
				Project Services Supervisor	
				Project Specialist VI	
				Public Affairs Supervisor	
				Quantitative Analyst	
				Senior Policy Analyst	
			Senior Product Strategist		
			Systems Engineer		
			Systems & Programming Supervisor		
			Treasury Operations Supervisor		
			Term Marketer		
			Wanapum Liaison		
15	52.56	73.59	91.98	Assistant Controller	
	4,204.64	5,887.20	7,358.56	Electric Shop Supervisor	
	109,320.64	153,067.20	191,322.56	Engineer V	
				Lead Construction Inspector	
				Lead Financial Analyst	
				Lead Project Manager	
				Line Office Supervisor	
				Maintenance & Construction Supervisor	
				Manager Asset Management	
				Manager Asset Data and Information	
				Manager Asset Strategy and Planning	
				Manager Budget & Reporting	
				Manager Cultural Resources	
				Manager Distribution Systems	
				Manager Enterprise Risk Management	
				Manager Facilities	
				Manager Org Change Management	
			Manager Security		
			Manager Treasury Operations		
			Operations Technical Advisor		
			Plant Maintenance Supervisor		
			Plant Operations Supervisor		
			Program Manager Rates & Pricing		
			Project Specialist VII		
			River Coordinator		
			Senior Fisheries Scientist		
			Senior Power Supply Analyst		
			Senior Term Marketer		
			System Operator Trainer		

GRANT COUNTY PUBLIC UTILITY DISTRICT No. 2 - NON-BARGAINING UNIT SALARY PLAN
 Effective: 04/09/2024
 Revised: 05/20/2024
 Exhibit "A" - Resolution 9048

Grade Level	Minimum Weekly Annualized	Bi-Weekly Annualized	Market Point Bi-Weekly Annualized	Maximum Bi-Weekly Annualized	Job Title
16	55.75	78.05	97.55		Business Data Architect
	4,459.84	6,243.60	7,803.84		Chief Dam Safety Engineer
	115,955.84	162,333.60	202,899.84		Labor Relations Manager
					Lead Economist
					Lead Solution Architect
					Manager-Distribution-Systems
					Manager Employee Relations
					Manager HR Operations
					Manager Control System Engineer
					Manager Compliance
					Manager Engineering
					Manager Enterprise Applications
					Manager Enterprise Operations
					Manager Enterprise Project Portfolio Management
					Manager EPMO
					Manager Fish & Wildlife
				Manager Forecasting Planning & Analysis	
				Manager Grid Optimization	
				Manager License Compliance and Lands Services	
				Manager Software Engineering	
				Manager Software Quality Assurance	
				Manager Telecom Engineering	
				Manager of Transmission Services	
				Plant Manager	
				Project Specialist VIII	
				Senior Manager Asset Management	
				Senior Manager Employee Experience	
				Senior Manager External Affairs	
				Senior Manager Supply Chain and Procurement	
				Senior Manager Customer Solutions	
				Senior Manager Internal Audit	
				Senior Manager Safety	
				Senior Quantitative Analyst	
				Staff Attorney I	
17	59.06	82.68	103.36		Manager Dispatch
	4,724.72	6,614.08	8,268.48		Principal Transmission Engineer
	122,942.72	171,966.08	214,980.48		Project Specialist IX
					Senior Manager Accounting
					Senior Manager Environmental Affairs
					Senior Manager Control System Engineer
					Senior Manager Forecasting & Market Analytics
					Senior Manager Hydro Generation
					Senior Manager Industry & Market Research
					Senior Manager Net Power Reporting & Metrics
					Senior Manager Operational Excellence
					Senior Manager EPMO
					Senior Manager Power Delivery Const & Maint
					Senior Manager Power Delivery Engineering
					Senior Manager Power Production Engineering
					Senior Manager Product Development
				Senior Manager Treasury & Financial Planning	
				Senior Manager Wholesale Services	
18	75.77	106.08	132.61		Director Power Delivery
	6,061.44	8,486.72	10,608.40		Director Power Production
	157,597.44	220,654.72	275,818.40		Project Specialist X
					Senior Manager Large Power Solutions
					Senior Manager Power Portfolio Strategy
					Senior Manager Wholesale Fiber
				Senior Manager Wholesale Marketing Supply	
				Staff Attorney II	
19	82.73	115.82	154.70		Chief Administrative Officer
	6,618.48	9,265.52	12,376.32		Chief Commercial Officer
	172,080.48	240,903.52	321,784.32		Chief Customer Officer
					Chief Enterprise Shared Services Officer
					Chief Financial Officer
					Chief Human Resources Officer
					Chief Operating Officer
					Chief Technology Officer
				Managing-Director-Energy-Supply-Management	
				Managing-Director-Enterprise-Technology	
				Managing-Director-Human-Resources	
				Managing-Director-Integrated-Operational-Services	

Grade Ranges
 Green Red tiles denotes changes made to the salary plan throughout the year. The Manager is authorized to make temporary changes in the salary plan of non-bargaining unit employees under his direction, until revision of the salary plan by the Grant PUD's Commission, to resolve individual situations such as the addition of new job titles.
 Each grade within the non-union salary plan consists of the minimum bi-weekly salary, the market point bi-weekly salary and the maximum bi-weekly salary. Annual salaries are illustrative only.

GRANT COUNTY PUBLIC UTILITY DISTRICT No. 2 - NON-BARGAINING UNIT SALARY PLAN
Effective: 06/11/2024

Exhibit "A" - Resolution XXXX

Grade Level	Minimum Weekly Annualized	Bi-Weekly Annualized	Market Point Bi-Weekly Annualized	Maximum Bi-Weekly Annualized	Job Title
1	16.28	22.87	32.67		Administrative Clerk
	1,302.40	1,829.60	2,613.60		Cultural Project Worker
	33,862.40	47,569.60	67,953.60		Lands Recreation Crew Reservoir Patrol Student Helper/Student Intern
2	24.66	34.52	37.98		Accounting Assistant
	1,972.80	2,761.60	3,038.40		Cultural Resource Specialist I
	51,292.80	71,801.60	78,998.40		
3	26.13	36.58	40.24		Administrative Assistant
	2,090.40	2,926.40	3,219.20		HR Coordinator I
	54,350.40	76,086.40	83,699.20		Records Compliance Specialist
4	27.68	38.74	42.61		Cultural Resource Specialist II
	2,214.40	3,099.20	3,408.80		Internal Communications Specialist I
	57,574.40	80,579.20	88,628.80		Lands/Recreation Technician
5	29.36	41.10	45.21		Accounting Specialist
	2,348.80	3,288.00	3,616.80		Biologist
	61,068.80	85,488.00	94,036.80		Cultural Resource Specialist III
					Data Analyst
					HR Coordinator II Security Specialist I
6	31.12	43.57	47.93		Associate Engineer Standards
	2,489.60	3,485.60	3,834.40		Employee Experience Administrator
	64,729.60	90,625.60	99,694.40		Energy Services Specialist I
					HR Generalist I
					Procurement Officer I Records Officer Regulatory Specialist I Training Specialist I
7	33.00	46.20	50.82		Asset Management Coordinator
	2,640.00	3,696.00	4,065.60		Business Analyst I
	68,640.00	96,096.00	105,705.60		Control System Analyst
					Engineer I
					Executive Assistant
					GIS Analyst
					Program Specialist
					Safety Coordinator
					Security Specialist II
					Technical Writer
8	34.97	48.96	53.86		Accountant
	2,797.60	3,916.80	4,308.80		Accounting Systems Analyst
	72,737.60	101,836.80	112,028.80		Business Systems Analyst
					Change Coordinator I
					Communications Specialist
					Customer Program Coordinator
					Customer Service Program Coordinator
					Customer Solutions Systems Analyst
					Customer Strategist
					Energy Services Specialist II
					Engineering Assistant
					HR Generalist II
					Internal Communications Specialist II
					Joint Use Specialist
					Procurement Officer II
					Product Strategist
					Project Coordinator
					Project Specialist I
				Regulatory Specialist II	
				Security System Administrator	
				Senior Data Analyst	
				Software Test Engineer	
9	37.07	51.91	57.10		Archaeologist
	2,965.60	4,152.80	4,568.00		Business Analyst II
	77,105.60	107,972.80	118,768.00		Change Coordinator II
					Data Architect
					Engineer II
					Executive Services Coordinator
					Grant Writer
					Grants Analyst
					Lands Specialist
					IT Infrastructure Engineer
					Outside Fiber Plant Specialist
					Procurement Officer III
					Senior Biologist
				Senior Program Specialist	
				Software Engineer	
				Training Specialist II	
10	39.29	55.01	63.26		Asset Management Specialist
	3,143.20	4,400.80	5,060.80		Construction Inspector
	81,723.20	114,420.80	131,580.80		Customer Service Supervisor
					Customer Solutions Program Supervisor
					Desktop Engineer
					Document Controls Specialist
					Employee Experience Specialist
					Executive Services Supervisor
					Fleet Maintenance Coordinator
					HR Generalist III
					HR Wellness Specialist
					Lead Accounting Systems Analyst
					Project Specialist II
					Public Affairs Officer
					Regulatory Specialist III
					Risk Analyst
					Security Specialist III
					Senior Accountant
				Senior Business Systems Analyst	
				Senior GIS Analyst	
				Senior Internal Controls Specialist	
				Senior Control Systems Analyst	
				Supply Chain Analyst	
				Wanapum Interface Specialist	

GRANT COUNTY PUBLIC UTILITY DISTRICT No. 2 - NON-BARGAINING UNIT SALARY PLAN
Effective: 06/1/2024

Exhibit "A" - Resolution XXXX

Grade Level	Minimum Weekly Annualized	Market Point Bi-Weekly Annualized	Maximum Bi-Weekly Annualized	Job Title
11	41.62	58.28	67.01	Accounts Payable Supervisor
	3,329.60	4,662.40	5,360.80	Apprenticeship & Workforce Development Program Mgr
	86,569.60	121,222.40	139,380.80	Engineer III Financial Analyst HR Business Partner I Internal Communications Specialist III Lead Employee Experience Specialist Lead Program Specialist Legal Compliance Specialist Outside Fiber Plant Coordinator Payroll Supervisor Power Production Scheduler Project Manager Project Specialist III Research Economist Senior Auditor Senior Emergency Management Coordinator Senior Lands Specialist Senior IT Infrastructure Engineer Senior Safety Coordinator Senior Software Engineer Senior Software Test Engineer
12	44.14	61.80	71.06	Accounting Supervisor
	3,531.20	4,944.00	5,684.80	Budget & Reporting Specialist
	91,811.20	128,544.00	147,804.80	Change Manager I Construction & Maintenance Specialist Database Administrator DCS Control Technician Engineering Services Supervisor Executive Business Advisor Financial Reporting Analyst HR Business Partner II HR Compliance & Risk Analyst Lands and Permitting Services Supervisor Lead Biologist Lead Business Systems Analyst Lead IT Infrastructure Engineer License Implementation Supervisor Power Production Work Week Coordinator Project Specialist IV Security Supervisor Senior Archaeologist Senior Data Architect Senior DevOps Engineer Senior Regulatory Specialist Senior Training Coordinator Service Desk Supervisor Supply Chain Supervisor Traditional Programs Supervisor Water Sewer Specialist
13	46.79	65.51	75.34	Advanced Metering & Billing Specialist
	3,743.20	5,240.80	6,027.20	Archaeology Supervisor
	97,323.20	136,260.80	156,707.20	Change Manager II Cyber Security Engineer Debt & Financial Compliance Supervisor Engineer IV Engineering Services & Support Supervisor Enterprise Applications Supervisor Facilities Supervisor Fish and Wildlife Supervisor Fisheries Scientist Human Resources Supervisor Lead Software Test Engineer Manager Emergency Preparedness Manager Grants Program Manager Learning & Development Manager Quality Assurance Organizational Development Supervisor Platform Operations Supervisor Project Specialist V Senior Asset Management Specialist Senior Construction Inspector Senior Customer Strategist Senior Economist Senior Financial Analyst Senior Network Security Engineer Senior Project Manager Senior Risk Analyst Telecommunications Engineer Wanapum Interface Supervisor
14	49.60	69.44	86.79	Business Development Manager
	3,968.00	5,555.20	6,943.20	Controller Accounting
	103,168.00	144,435.20	180,523.20	Dispatch Generalist Economist Engineer CSE IV Environmental Services Supervisor Key Accounts Manager Large Power Solutions Manager Manager Continuous Improvement Programs Manager Corrective Action Program Manager Fleet Maintenance Manager Procurement & Warehouse Project Services Supervisor Project Specialist VI Public Affairs Supervisor Quantitative Analyst Senior Policy Analyst Senior Product Strategist Systems Engineer Systems & Programming Supervisor Treasury Operations Supervisor Term Marketer Wanapum Liaison
15	52.56	73.59	91.98	Assistant Controller
	4,204.80	5,887.20	7,358.40	Electric Shop Supervisor
	109,324.80	153,067.20	191,318.40	Engineer V Lead Construction Inspector Lead Financial Analyst Lead Project Manager Line Office Supervisor Maintenance & Construction Supervisor Manager Asset Data and Information Manager Asset Strategy and Planning Manager Budget & Reporting Manager Cultural Resources Manager Distribution Systems Manager Enterprise Risk Management Manager Facilities Manager Org Change Management Manager Security Manager Treasury Operations Operations Technical Advisor Plant Maintenance Supervisor Plant Operations Supervisor Program Manager Rates & Pricing Project Specialist VII River Coordinator Senior Fisheries Scientist Senior Power Supply Analyst Senior Term Marketer System Operator Trainer

GRANT COUNTY PUBLIC UTILITY DISTRICT No. 2 - NON-BARGAINING UNIT SALARY PLAN
Effective: 06/11/2024

Exhibit "A" - Resolution XXXX

Grade Level	Minimum Weekly Annualized	Bi-Market Point Bi-Weekly Annualized	Maximum Bi-Weekly Annualized	Job Title	
16	55.75	78.05	97.55	Business Data Architect	
	4,460.00	6,244.00	7,804.00	Chief Dam Safety Engineer	
	115,960.00	162,344.00	202,904.00	Labor Relations Manager	
				Lead Economist	
				Lead Solution Architect	
				Manager Employee Relations	
				Manager HR Operations	
				Manager Control System Engineer	
				Manager Compliance	
				Manager Engineering	
				Manager Enterprise Applications	
				Manager Enterprise Operations	
				Manager Enterprise Project Portfolio Management	
17	59.06	82.68	103.36	Manager Dispatch	
	4,724.80	6,614.40	8,268.80	Principal Transmission Engineer	
	122,844.80	171,974.40	214,988.80	Project Specialist IX	
				Senior Manager Accounting	
				Senior Manager Environmental Affairs	
				Senior Manager Control System Engineer	
				Senior Manager Forecasting & Market Analytics	
				Senior Manager Hydro Generation	
				Senior Manager Industry & Market Research	
				Senior Manager Net Power Reporting & Metrics	
				Senior Manager Operational Excellence	
				Senior Manager EPMO	
				Senior Manager Power Delivery Const & Maint	
				Senior Manager Power Delivery Engineering	
				Senior Manager Power Production Engineering	
				Senior Manager Product Development	
				Senior Manager Treasury & Financial Planning	
				Senior Manager Wholesale Services	
	18	75.77	106.08	132.61	Director Power Delivery
		6,061.60	8,486.40	10,608.80	Director Power Production
		157,601.60	220,646.40	275,828.80	Project Specialist X
				Senior Manager Large Power Solutions	
				Senior Manager Power Portfolio Strategy	
19	82.73	115.82	154.70	Chief Administrative Officer	
	6,618.40	9,265.60	12,376.00	Chief Commercial Officer	
	172,078.40	240,905.60	321,776.00	Chief Customer Officer	
				Chief Enterprise Shared Services Officer	
				Chief Financial Officer	
				Chief Human Resources Officer	
			Chief Operating Officer		
			Chief Technology Officer		

Grade Ranges

Notices directs changes made to the salary plan throughout the year. The Manager is authorized to make temporary changes in the salary plan of non-bargaining unit employees under his direction, until revision of the salary plan by the Grant PUD's Commission, to resolve individual situations such as the addition of new job titles.

Each grade within the non-union salary plan consists of the minimum bi-weekly salary, the market point bi-weekly salary and the maximum bi-weekly salary. Annual salaries are illustrative only.

RESOLUTION NO. 9053

A RESOLUTION IMPLEMENTING ENGROSSED SUBSTITUTE HOUSE BILL 1050 TO ADOPT RCW 39.04.320
GOVERNING APPRENTICESHIP UTILIZATION REQUIREMENTS ON PUBLIC WORKS CONTRACTS

Recitals

1. In its 2023 Regular Session, the Washington State Legislature passed Engrossed Substitute House Bill 1050 mandating that effective July 1, 2024, no less than 15 percent of the labor hours on public works contracts awarded by a municipality with an estimated cost of \$2,000,000 or more be performed by apprentices. For contracts advertised for bid on or after July 1, 2026, the apprenticeship utilization requirements shall apply to public works contracts awarded with an estimated cost of \$1,500,000 or more. For contracts advertised for bid on or after July 1, 2028, the apprenticeship utilization requirements shall apply to public works contracts awarded with an estimated cost of \$1,000,000 or more.

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

Section 1: Public works contract specifications shall require apprenticeship utilization in accordance with RCW 39.04.320; and

Section 2: In accordance with RCW 39.04.320(2), the District is authorized to adjust the apprenticeship utilization requirements for a specific project as follows:

- The demonstrated lack of availability of apprentices in specific geographic areas; or
- A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation; or
- Participating contractors have demonstrated a good faith effort to comply with the requirements; or
- Other criteria the District deems appropriate, which are subject to review by the District's legislative authority.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 11th day of June, 2024.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

May 2, 2024

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Fallon Long, Managing Director of Integration Operational Services *FL*
Patrick Bishop, Senior Manager of Procurement/Warehouse *PB*

FROM: Lori Englehart-Jewell, Supply Chain Supervisor - Procurement *LEJ*

SUBJECT: New RCW Requirement Governing Apprenticeship Utilization Requirements for Municipalities

Purpose: To implement a new Resolution adopting apprenticeship utilization requirements on public works contracts to be consistent with Engrossed Substitute House Bill 1050.

Discussion: The Washington State Legislature passed Engrossed Substitute House Bill 1050, revising RCW 39.04.320 to extend apprenticeship utilization requirements to municipalities effective July 1, 2024.

The attached Resolution provides formal adoption of these requirements, including forthcoming changes to the thresholds, as well as adjustment parameters.

Recommendation: Commission approval to adopt apprenticeship utilization requirements on public works contracts to be consistent with Engrossed Substitute House Bill 1050.

Legal Review: See attached e-mail.

RESOLUTION NO. 9054

A RESOLUTION ADOPTING THE LANDS SERVICES REAL PROPERTY AND PROPERTY RIGHTS MANAGEMENT POLICY AND RESCINDING RESOLUTION NO. 8880

Recitals

1. Resolution No. 8880, adopted March 13, 2018, approved the Right of Way Policy for Transmission, Distribution, and Telecommunication Facilities.
2. Grant PUD's General Manager recommends the Commission replace the Right of Way Policy for Transmission, Distribution, and Telecommunication Facilities with the Lands Services Real Property and Property Rights Management Policy set forth in the attached Exhibit A.

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

Section 1: The Lands Services Real Property and Property Rights Management Policy as set forth in Exhibit A is hereby approved and adopted.

BE IT FURTHER RESOLVED that Resolution No. 8880 is hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 11th day of June, 2024.

President


ATTEST:

Secretary

Vice President

Commissioner

Commissioner

Effective Date: 06/11/2024	Version: 1 Supersedes:	Related Documents:
 <h2 style="margin: 0;">DEPARTMENT POLICY</h2>		
Approved by: Commission	Regulation: RCW 54.16.020, RCW 35.94, RCW 39.33, RCW 54.16	
Policy Owner: Lands Services	Policy Category: Land Management	

EA-LCLS-POL-001-LANDS SERVICES REAL PROPERTY AND PROPERTY RIGHTS MANAGEMENT POLICY

1. Scope

This policy applies to all officers, employees, and contractors of Grant PUD engaged in the acquisition, management and surplus of land and land rights as needed to support Grant PUD's mission to safely, efficiently, and reliably deliver electric power and fiber optic broadband services.


2. Policy Statement

Grant PUD is committed to the efficient management of its land resources consistent with the needs of the District. Land acquisitions and land surplus actions shall support the strategic objectives of the District and be pursued in the best interests of our customers.

The procedural actions that carry out this policy can be found in the Land Services Real Property and Property Rights Management Procedure (citation #TBD).

3. Definitions


- a. Appraisal – A professional opinion or estimate of the value of a property.
- b. Blowout – The maximum distance conductors are anticipated to blow outwardly from their support structures. This distance, plus reasonable design allowance when projected toward the ground below defines the total width of an easement for transmission lines. Blowout is not a consideration for most distribution lines.
- c. Compensable Damages – Those damages for which compensation must be paid under the laws regulating condemnation actions.
- d. Easement – An irrevocable right, privilege, or interest that one party has in another party's real property for a specified purpose.
- e. Eminent Domain – The right or power of public agencies to take private property for public purposes without the owners' consent upon payment of just compensation. Grant PUD is vested with the authority to exercise this power pursuant to RCW 54.16.020.
- f. Fair Market Value – The value at which property would sell on the open market, assuming both the buyer and seller are reasonably knowledgeable about the property, are behaving in their own best interests, are free of undue pressure, and are given a reasonable time to complete the transaction.
- g. Fee Simple – The highest and most complete form of ownership, which is of potentially infinite duration.

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- h. Franchise – An agreement between Grant PUD and a franchisor (typically a public road administration agency) to locate certain electric utilities within the easement or right-of-way operated by said road administration agency.
- i. Just Compensation – The minimum payment required by law for the partial taking of property (land or rights) under eminent domain.
- j. Overhang – The perpendicular projection of transmission or distribution line cross arms to the ground below.
- k. Possession and Use Agreement – A negotiated and recorded instrument in which Grant PUD and a property owner agree that, upon payment of a specific value to the property owner, the District is entitled to immediate (or dated) possession and use of a property and that the final settlement will be determined later.
- l. Primary Distribution and Telecommunication Lines – Those permanent power distribution and telecommunication facilities that are constructed, owned, and operated by Grant PUD to provide power to customers. Primary lines are those that serve as backbone facilities from which secondary distribution and telecommunication lines may project from.
- m. Qualified Appraiser – For the purposes of this policy, Qualified Appraiser refers to a real estate appraiser that is licensed by the State of Washington who is charged with estimating the value of property (or property rights) and adheres to the requirements of the Uniform Standards of Professional Appraisal Practices (USPAP). The USPAP utilizes a standard of highest and best use of the area to be appraised, which considers the legal, financial, and physically possible use that, at the time of appraisal, is most likely to produce the greatest net return to the land and/or buildings over a given period.

4. Policies

1. **Transmission, Primary Distribution, and Primary Telecommunication Line Rights-of-Way/Easements:** Grant PUD shall prioritize locating its transmission lines, primary distribution, and primary telecommunication, within an easement on private property. To the greatest extent practical, these easements should be situated parallel and adjacent to existing public road corridors. Alternatively, and as deemed necessary through project design, Grant PUD will locate transmission, primary distribution, and primary telecommunication lines “cross-country” within an easement across private property. Under limited circumstances, Grant PUD may seek to establish or maintain these lines within a public road franchise.
 - a. Transmission line easements shall contain sufficient area to cover the over-hang and blowout.


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Policy Owner: Lands Services	Policy Category: Land Management	

- b. Primary distribution and telecommunication easements shall contain sufficient area for overhang, but blowout is not a factor with these lines and shall not require to be included in the easement area.
- c. Acquisition of easements shall be secured by just compensation using sound principles of right-of-way appraisal and negotiation. Compensation for easements shall reflect a percentage of the appraised fair market value of the land as determined in Section 7 below.
 - i. Property owners with proposed easements located parallel and adjacent to existing road rights-of-way shall be compensated with a payment of 25% of the appraised fair market value for this partial taking of private property. In no instance shall the compensation amount for an easement running parallel and adjacent to the road be less than \$750.00.
 - ii. Property owners with proposed 'cross-country' easements shall be compensated with a payment of 40% of the appraised fair market value for this partial taking of private property. In no instance shall the compensation amount for an easement running cross-country be less than \$750.00.
 - iii. Where guy anchors are required, Grant PUD shall offer to compensate owners \$300.00 per guy anchor for the additional take of private property resulting from the anchors.
- d. Cases of Special Consideration and Costs of Cure: In certain circumstances, Grant PUD may elect to compensate property owners by paying 100% of the appraised fair market value for the taking of private property. This scenario applies to instances where the easement significantly impacts or damages private property. This evaluation will require a before and after appraisal approach to determine compensable damages to the remaining property. These special cases will be considered on a case-by-case basis and require the review and approval by Grant PUD's General Manager/CEO within the delegated authority limitations as set by the Grant PUD Commission.
- e. Administrative Settlement: Grant PUD may elect to compensate property owners for easements at a rate that exceeds the appraised fair market value. In these rare cases, factors, such as the cost of finding or building an alternative route or avoiding condemnation, will guide the district's actions to offer an administrative settlement. Use of the administrative settlement will not constitute a modification to the appraised fair market value. All administrative settlements shall be reviewed for legal sufficiency by the Chief Legal Officer and further reviewed and approved by the General Manager/CEO.
- f. Possession and Use Agreement: When Grant PUD is negotiating with a private property owner for a transmission line easement, the two parties may come to an impasse regarding easement value. In these instances where value of the easement to be paid to

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the property owner is the sole reason for lack of mutual agreement, Grant PUD may seek a possession and use agreement with the private property owner and agree to allow the process of condemnation through the appropriate court determine the final value.


- i. When a private property owner executes a possession and use agreement, Grant PUD will make payment of its full offer value of the easement without unreasonable delay.
 - ii. Upon execution of a possession and use agreement and as soon as payment has been posted by District, Grant PUD may possess and use the easement area consistent within the stated purpose of the easement to allow the project to proceed through construction and operation.
 - iii. Unless a negotiated settlement can be mutually achieved, Grant PUD will pursue the final acquisition of the transmission line easement through eminent domain.
- g. Eminent Domain/Condemnation: The Grant PUD Commission may elect to exercise its rights of eminent domain to acquire transmission, primary distribution, and primary telecommunication line easements as authorized by the applicable sections of RCW Title 8 and RCW Title 54.
- h. Once executed, all easements shall be recorded with the appropriate county recording office within 30 days of execution if real estate excise tax applies.
- 2. Secondary Distribution and Telecommunication:** Grant PUD shall prioritize locating its secondary distribution and telecommunication lines within existing federal, state, or local road franchise areas.
- a. Compensation shall not be provided for easements to locate secondary distribution and telecommunication lines, nor their appurtenant structures and components.
- 3. Customer Service Easements:** Applicants for electrical service shall provide, without cost to Grant PUD, all right-of-way and other easements required for the installation, operation, and maintenance of the requested electrical and/or telecommunication facilities. The easement(s) for service shall also include all required access to the property for the purposes of maintaining continuity of services.
- a. Grant PUD Service Connection Agreements do not serve as required executed easements for extensions of service.
- 4. Real Property Acquisition:** Grant PUD may need to acquire real property in support of its mission. Real property acquisition shall be secured in fee-simple. The acquisition of real property shall be guided by specific project needs, availability of existing surplus lands (or a lack thereof), and the appropriate stewardship of customer resources.

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- a. The Grant PUD Commission shall be informed on all real property acquisitions as early as is practical or prudent. The timing of this engagement may differ from project to project, but in all cases shall occur prior to the presentation of any purchase and sale agreement to the engaged property owner.
- b. All eligible discussions about the acquisition of real property shall be conducted in an executive session.
- c. Grant PUD shall establish value of the real property pursuant to the requirements of Section 7 below to ensure the District is acquiring property at an appropriate and fair market value.
- d. Grant PUD shall negotiate with property owners to secure real property at the fair market value rate or as close thereto as possible.
- e. The Lands and Permitting Supervisor shall be the responsible party for all negotiations with the engaged landowner.
- f. Eminent Domain/Condemnation may be exercised for certain real property acquisitions (substations for example) as supported by applicable statute.
- g. The Grant PUD Commission shall approve all fee-simple land acquisitions.

5. Real Property Rent/Lease: Grant PUD may determine that additional facilities are required on a temporary basis to meet the needs of the District and that the rental or lease of a property is appropriate. Additionally, Grant PUD may possess lands or facilities that may be identified as surplus and may choose to lease those lands to a tenant or group of tenants when such a lease is in the best interest of the District and its customers.

- a. As the lessor, Grant PUD will require an appraisal of any lands or facilities intended to be leased to establish the initial rental rate.
- b. As the lessee, Grant PUD will ensure that the financial terms of the rental or lease agreement reflect the appropriate rental market rate.
- c. Grant PUD may need to temporarily secure real property in the vicinity of project areas for staging and laydown purposes. The District will negotiate to use these areas with property owners and make monthly lease payments in the amount of up to 1% of the appraised value to the owner for the use of the property. A License Agreement should be used in these cases. Any payment in excess of 1% requires approval by the General Manager/CEO.
- d. Contracts for lease of real property exceeding \$5,000.00 per year shall be reported to the Commission as soon as practical following execution (reference Resolution 8608).

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Policy Owner: Lands Services	Policy Category: Land Management	

- 6. Disposition of Real Property and Property Rights:** In the event a real property or property right is deemed surplus by the Grant PUD Commission, Grant PUD may elect to dispose of said real property or property right consistent with the applicable statutory obligations of the State of Washington.
- a. Surplus actions shall be consistent with the requirements of applicable statute include, but not limited to, RCWs 35.94, 39.33 and 54.16.
 - b. In the instance when real property is being considered for surplus action, Grant PUD shall determine the value of the real property subject to surplus pursuant to Section 7 below.
 - c. Property rights (easements or rights-of-way) may also be relinquished if Grant PUD determines that a right of way or easement no longer serves the needs of the District. Any relinquishment of property rights shall be at the sole discretion of Grant PUD and may or may not require compensation depending on how the initial property right was acquired.
 - d. Any surplus actions within the Priest Rapids Project Boundary shall comply with Article 420 of the FERC License and the Procedures and Standards Manual for Shoreline Management.
- 7. Determination of Value for Real Property and Property Rights:** The determination of the value of real property is necessary to protect Grant PUD’s interests and to ensure equitable returns on district investments. Grant PUD will employ the services of a qualified appraiser to perform all appraisals for the purpose of establishing fair market value.
- a. Selection of the qualified appraiser shall be at the discretion of the Lands and Permitting Supervisor or the License Compliance and Lands Services Manager.
 - b. Appraisers hired to prepare property or property right appraisals shall be licensed to perform such work in the State of Washington.
 - c. All appraisals shall conform to the requirements of the USPAP.
 - d. For project planning purposes, Lands Services staff may be utilized to develop a likely range of values for any acquisition or surplus action, but this range of values shall not be a substitute for a formal appraisal if necessary.
- 8. Risk Owners:** Chief Operations Officer, Senior Manager of Environmental Affairs.

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Policy Owner: Lands Services	Policy Category: Land Management	

9. Review/Revision History

Date	Description
6/11/24	Effective Date

MEMORANDUM

May 28, 2024

TO: Richard Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Chief Operations Officer *RH for Jeff Grizzel*

FROM: Ross Hendrick, Environmental Affairs Senior Manager *RH*
Shannon Lowry, License Compliance & Lands Services Manager *SL*

Purpose: To request Commission approval to adopt the Lands Services Real Property and Property Rights Management Policy and to rescind Resolution No. 8880

Discussion: Grant PUD proposes to revise the 2018 Right of Way Policy for Transmission, Distribution, and Telecommunication Facilities with the Lands Services Real Property and Property Rights Management Policy to add specific policies related to the following:

- 1) Real Property Acquisitions
- 2) Real Property Rent/Lease
- 3) Disposition of Real Property and Property Rights
- 4) Determination of Value for Real Property and Property Rights

The 2018 policy approved by Resolution No. 8880 generally covered policies related to acquisition of easements for transmission, distribution, and telecommunications infrastructure installations. The policy did not include Grant PUD's policies for acquisitions, surplus, or leasing of real property. The updated policy (Exhibit A) includes these additional activities and provides further clarification of how property values are determined through the certified appraisal process conforming to the requirements of the Uniform Standards of Professional Practice (USPAP). The revised policy also clarifies Grant PUD's policies related to the use of executed easements for extensions of electrical service and removes real estate procedural activities conducted by Grant PUD staff, which will be addressed in a separate procedural document currently under development.

Justification: Due to unprecedented expansion of Grant PUD's electrical infrastructure over the next few years, clear policies related to Lands and Permitting Service team's acquisition and disposition of real property and clarification of how property values are determined are warranted to ensure continuity and transparency with affected landowners and assures safe and reliable delivery of electrical power. The policy also ensures the determination of land values adheres to all laws of the State of Washington enacted and designated as the Revised Code of Washington.

Recommendation: Approval of Resolution XXXX adopting the Lands Services Real Property and Property Rights Management Policy and rescinding of Resolution No. 8880

Legal Review: See attached e-mail.

For Commission Review – 06/11/2024

AMENDED RESOLUTION NO. XXXX

A RESOLUTION AMENDING GRANT PUD'S WASHINGTON 2024 10-YEAR CONSERVATION POTENTIAL AND TWO-YEAR CONSERVATION TARGET PURSUANT TO RCW CHAPTER 19.285 AND SUPERSEDING RESOLUTION 9037

Recitals:

1. Grant PUD has previously established a 2024 10-year conservation potential plan and two-year conservation target pursuant to Resolution No. 9037;
2. Grant PUD desires to update its 2024 ten-year conservation potential plan and two-year conservation target; and
3. A legal advertisement will be published in local newspapers notifying customers of noticed public hearing to be held on August 11, 2024 regarding Grant PUD's efforts to amend the 2024 ten-year conservation potential plan and two-year conservation target.

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

Section 1. Grant PUD has established the amended ten-year conservation potential plan of 140,072 MWH and two-year conservation target of 17,520 MWH.

Section 2. Grant PUD's biennial target is its pro rata share of its ten-year conservation potential plan.

Section 3. Grant PUD is acquiring all conservation that is cost-effective, reliable, and feasible.

Section 4. Grant PUD reviewed the plan and target as set forth in RCW 19.285.

Section 5. Resolution No. 9037 is hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 25th day of June, 2024.

Judy Wilson, President

ATTEST:

Tom Flint, Secretary

Nelson Cox, Vice President

Terry Pyle, Commissioner

Larry Schaapman, Commissioner

MEMORANDUM

June 11, 2024

TO: Richard Wallen, General Manager/Chief Executive Officer

VIA: Ty Ehrman, Chief Customer Officer *FTE*
Cary West, Senior Manager of Customer Solutions *CSW*

FROM: Christopher Buchmann, Customer Solutions Program Supervisor *CGOB*

SUBJECT: Amended 2024-2033 Energy Independence Act (EIA) Conservation Potential and Biennial Target

Purpose: To seek approval from the Commission of Grant PUD’s amended 2024-2033 ten-year conservation potential and biennial target per the requirements of the Energy Independence Act (AKA EIA or "I-937") as contained in RCW 19.285 and WAC 194-34, superseding Resolution No. 9037.

Background: Grant PUD’s 2024-2033 EIA Conservation Potential and Biennial Target was adopted via Resolution No. 9037 on December 12, 2023. Grant PUD was later notified by our consultant, EES Consulting, that there was an error in their calculations, which resulted in an amended report. We are requesting Commission approval to amend the 2024-2033 EIA Conservation Potential and Biennial Target accordingly.

Discussion: Grant PUD is required per the provisions of the EIA to develop a ten-year conservation potential and a biennial conservation target every two years. These are to be provided to the Commission in a public hearing after which the Commission may approve them. On June 11th, 2024, the Commission will hold a public hearing to review the amended ten-year conservation potential and biennial target. Grant PUD staff contracted with EES Consulting to prepare a Utility Specific Analysis ("USA") to assist staff efforts to determine Grant PUD’s conservation potential. From this potential Grant PUD’s biennial conservation target is determined. The tables below show the 2024-2033 ten-year potential and 2024-2025 biennial target prepared in 2024 compared to those prepared in 2015, 2017, 2019, and 2021.

Potential and Target Comparisons

	Ten Year Potential	Two year/Biennial Target
Prepared in 2015	175,550 MWH	27,418 MWH
Prepared in 2017	195,523 MWH	32,149 MWH
Prepared in 2019	218,562 MWH	35,828 MWH
Prepared in 2021	161,272 MWH	40,033 MWH
Prepared in 2024	140,072 MWH	17,520 MWH

The 2-year Biennial target has decreased from the 2021 Conservation Potential Assessment (CPA), largely due to the uncertainty of data center projects. The assessment shows potential starting around 0.88 aMW in 2024 and ramping up to 1.93 by 2029 and then down over the period due to uncertainty in data center savings. In the other sectors, potential also gradually decreases after 2024 as the remaining retrofit measure opportunities diminish over time.

The table below shows the future Cost Effective Potential for Grant PUD. Note the quantities shown below are cumulative, not annual aMW potential.

Cost-Effective Potential (aMW)				
	2-Year	4-Year	10-Year	20-Year
Residential	0.17	0.38	1.47	3.12
Commercial	0.66	1.34	3.34	6.52
Industrial (including Data Centers)	1.00	2.68	9.69	19.96
Agricultural	0.18	0.49	1.49	3.01
Total	2.00	4.89	15.99	32.61

OTHER LEGISLATIVE CONSIDERATIONS: Washington state enacted several laws that impact conservation planning. Washington HB 1444 enacts efficiency standards for a variety of appliances. Washington also enacted a clean energy law, SB 5116, commonly referred to as the Clean Energy Transformation Act (CETA). CETA (2019) requires the use of specific values for avoided greenhouse gas emissions. The study follows the CETA requirements to value energy efficiency savings at the prescribed value established by the Department of Ecology. Finally, CETA requires all retail sales of electricity be greenhouse gas neutral by 2030 and greenhouse gas free by 2045. This provision has been incorporated into the assumptions of the CPA. Specifically, this impacts the avoided cost of conservation, as described in detail in the CPA report.

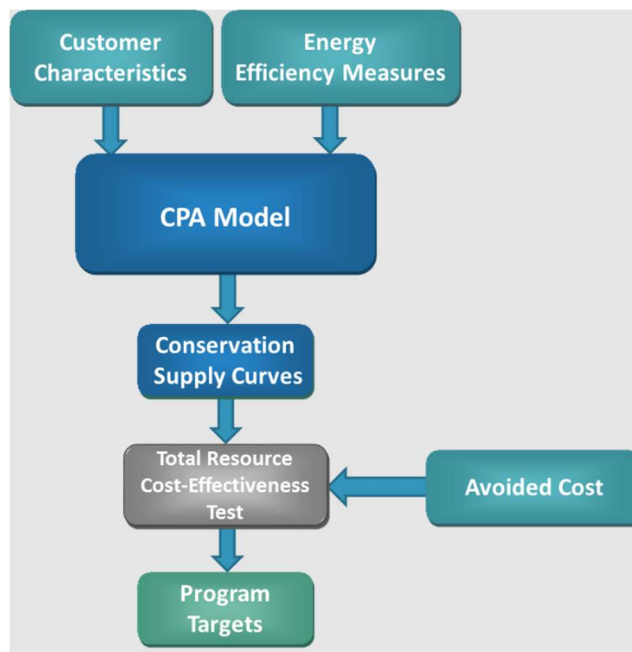
STUDY UNCERTAINTIES: The savings estimates presented in the study are subject to the uncertainties associated with the input data. The study utilized the best available data at the time of its development; however, the results of future studies will change as the planning environment evolves. Specific areas of uncertainty include the following:

- **Customer Characteristic Data** – Residential and commercial building data and appliance saturations are in many cases based on regional studies and surveys. There are uncertainties related to the extent that Grant PUD’s service area is similar to that of the region, or that the regional survey data represents the population.
- **Measure Data** – In particular, savings and cost estimates (when comparing to current market conditions), as prepared by the Northwest Power and Conservation Council (Council) and the Regional Technical Forum (RTF), will vary across the region. In some cases, measure applicability or other attributes have been estimated by the Council or the RTF based on professional judgment or limited market research.
- **Market Price Forecasts** – Market prices (and forecasts) are continually changing. The market price forecasts for electricity and natural gas utilized in this analysis represent a snapshot in time. Given a different snapshot in time, the results of the analysis would vary. However, different avoided cost scenarios are included in the analysis to consider the sensitivity of the results to fluctuating market prices over the study period.
- **Utility System Assumptions** – Credits have been included in this analysis to account for the avoided costs of transmission and distribution system expansion. Though potential transmission and distribution system cost savings are dependent on local conditions, the Council considers these credits to be representative estimates of these avoided costs. A value for generation capacity was also included but may change as the Northwest market continues to evolve.
- **Discount Rate** – The Council develops a real discount rate as well as a finance rate for each power plan. The finance rate is based on the relative share of the cost of conservation and the cost of capital for the various program sponsors. The Council has estimated these figures using the most current available information. This study reflects the current borrowing market although changes in borrowing rates will likely vary over the study period.

- **Forecasted Load and Customer Growth** – The CPA bases the 20-year potential estimates on forecasted loads and customer growth provided by the utility. These forecasts include a level of uncertainty especially considering the recovery from COVID related load impacts.
- **Load Shape Data** – The Council provides conservation load shapes for evaluating the timing of energy savings. In practice, load shapes will vary by utility based on weather, customer types, and other factors. The assessment uses the hourly load shapes used in the 2021 Plan to estimate peak demand savings over the planning period, based on shaped energy savings. Since the load shapes are a mix of older Northwest and California data, peak demand savings presented in this report may vary from actual peak demand savings.
- **Frozen Efficiency** – Consistent with the Council’s methodology, the measure baseline efficiency levels and end-using devices do not change over the planning period. In addition, it is assumed that once an energy efficiency measure is installed, it will remain in place over the remainder of the study period.

Due to these uncertainties and the changing environment, under the EIA, qualifying utilities must update their CPAs every two years to reflect the best available information.

BASIC MODELING METHODOLOGY: The basic methodology used for the assessment is illustrated below. A key factor is the kilowatt hours saved annually from the installation of an individual energy efficiency measure. The savings from each measure is multiplied by the total number of measures that could be installed over the life of the program. Savings from each individual measure are then aggregated to produce the total potential.



Conservation Potential Assessment Process

CUSTOMER CHARACTERISTIC DATA: Assessment of customer characteristics includes estimating both the number of locations where a measure could be feasibly installed as well as the share—or saturation—of measures that have already been installed. For the analysis, the characterization of our baseline was determined using our historical data, the Northwest Energy Efficiency Alliance’s (NEEA) commercial and residential building stock assessments, and census data. Details of data sources and assumptions are described for each sector in greater detail in the full report.

The assessment primarily sourced baseline measure saturation data from the Council’s 2021 Seventh Plan measure workbooks. The Council’s data was developed from NEEA’s Building Stock Assessments, studies, market research and other sources. This data was updated with NEEA’s 2016 Residential Building Stock Assessment and Grant PUD’s historic conservation achievement data, where applicable.

AVOIDED COST: Each component of the avoided cost of energy efficiency measure savings is described below. Additional information regarding the avoided cost forecast is included in the full report, in Appendix IV.

Energy: The avoided cost of energy is the cost avoided through the acquisition of energy efficiency in lieu of other resources. Avoided costs are used to value energy savings benefits when conducting cost effectiveness tests and are included in the numerator in a benefit-cost test. The avoided costs typically include energy-based values (\$/MWh) and values associated with the demand savings (\$/kW) provided by energy efficiency. These energy benefits are often based on the cost of a generating resource, a forecast of market prices, or the avoided resource identified in the IRP process.

Social Cost of Carbon: The social cost of carbon is a cost society incurs when fossil fuels are burned to generate electricity. Both the EIA rules and CETA requires CPAs include the social cost of carbon when evaluating cost effectiveness using the total resource cost test (TRC). CETA further specifies the social cost of carbon values to be used in conservation and demand response studies. These values are shown in the table below and were the same values used in the 2023 CPA.

Social Cost of Carbon Values		
Year in Which Emissions Occur or Are Avoided	Social Cost of Carbon Dioxide (in 2018 dollars per metric ton)	Social Cost of Carbon Dioxide (in 2023 dollars per metric ton)
2020	\$74	\$80
2025	\$81	\$88
2030	\$87	\$94
2035	\$93	\$101
2040	\$100	\$108

According to WAC 194-40-110, values may be adjusted for any taxes, fees or costs incurred by utilities to meet portfolio mandates. For example, the social cost of carbon is the full value of carbon emissions which includes the cost to utilities and ratepayers associated with moving to non-emitting resources. Rather than adjust the social cost of carbon for the cost of Renewable Energy Credits (RECs) or renewable energy, the values for RECS and renewable energy are excluded from the analysis to avoid double counting.

The emissions intensity of the marginal resource (market) is used to determine the \$/MWh value for the social cost of carbon. Ecology states that unspecified resources should be given a carbon intensity value of 0.437 metric tons of CO₂e/MWh of electricity (0.874 lbs/kWh). This is an average annual value applied to in all months in the conservation potential model. The resulting levelized cost of carbon is \$34/MWh over the 20-year study.

Transmission and Distribution System: The EIA requires that deferred capacity expansion benefits for transmission and distribution systems be included in the assessment of cost effectiveness. To account for the value of deferred transmission and distribution system expansion, a distribution system credit value of \$8.53/kW-year and a transmission system credit of \$3.83/kw-year were applied to peak savings from conservation measures, at the time of the regional transmission and Grant PUD’s local distribution

system peaks (adjusted to 2023 dollars). These values were developed by Council staff in preparation for the 2021 Power Plan.

Generation Capacity: The District's marginal cost for generation capacity is estimated using a benchmark: BPA demand rates. While these rates don't directly apply to the District, they are a good representation of the marginal cost of demand in the region. BPA demand rates are escalated 3% each rate period (every two years). Over the 20-year analysis period, the resulting cost of avoided capacity is \$104/kW-year (2023\$) in levelized terms.

In the Council's 2021 Power Plan, a generation capacity value of \$143/kW-year was explicitly calculated (\$2023). This value is used in the high scenario.

Risk: With the generation capacity value explicitly defined, the Council's analysis found a risk credit did not need to be defined as part of its cost-effectiveness test. In the CPA, risk was modeled by varying the base case input assumptions. In doing so, the CPA addresses the uncertainty of the inputs and looks at the sensitivity of the results. The avoided cost components that were varied included the energy prices and generation capacity value. Through the variance of these components, implied risk credits of up to \$11/MWh and \$39/kW-year were included in the avoided cost. Note the capacity value of energy efficiency measures is associated with more uncertainty compared with the energy value. Because of the upcoming implementation of the energy imbalance market (EIM) in the Pacific Northwest, and increased renewables in the region, capacity values are expected to be more volatile compared with energy market prices.

Additional information regarding the avoided cost forecast and risk mitigation credit values is included in the full report in Appendix IV.

Power Planning Act Credit: Finally, a 10% benefit was added to the avoided cost as required by the Pacific Northwest Electric Power Planning and Conservation Act.

Grant PUD plans to continue to invest in energy efficiency by offering incentives to all sectors. The results of the CPA will help Energy Services structure energy efficiency program offerings, establish appropriate incentive levels, comply with the EIA and CETA requirements and provide continued energy efficiency as a customer service.

Justification: Grant PUD staff worked with EES Consulting to identify cost effective conservation as prescribed by the EIA. The analysis performed by EES Consulting is similar in scope to analyses they have done with other utilities in the State with details and numbers unique to Grant PUD.

Financial Consideration: Energy Services has worked with Wholesale Marketing Supply Department, within the scope of the EIA rules to identify Grant PUD's cost-effective conservation. This analysis limits Grant PUD's exposure to the penalties outlined in the EIA.

Recommendation: We recommend the Commission approve, after the public hearing, the amended 2024 ten year conservation potential and biennial conservation target, superseding Resolution No. 9037. A Resolution is provided for that purpose.

Legal Review: See attached e-mail.

PREPARED BY EES CONSULTING

Grant County Public Utility District

Amended
***Conservation Potential Assessment 2024-
2043***
Final Report
May 3, 2024





Amber Gschwend, Managing Director
amber.gschwend@gdsassociates.com

May 3, 2024

Mr. Chris Buchmann
Grant County Public Utility District
P.O. Box 1519
Moses Lake, WA 98837

SUBJECT: 2023 Conservation Potential Assessment – Final Report

Dear Mr. Buchmann:

Please find attached the Amended Conservation Potential Assessment for 2024-2043.

The amended potential estimated for the 2024-2025 biennium is 2.00 aMW.

Very truly yours,

A handwritten signature in blue ink that reads 'A. Gschwend'.

Amber Gschwend
Managing Director, EES Consulting

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1 Executive Summary

This report describes the methodology and results of the Amended Conservation Potential Assessment (CPA) Grant County Public Utility District (the District). This assessment provides estimates of energy savings by sector for the period 2024 to 2043. The assessment considers a wide range of conservation resources that are reliable, available, and cost-effective within the 20-year planning period.

1.1 BACKGROUND

The District provides electricity service to approximately 47,990 customers located in Grant County, Washington. Over half of the District's load requirements are for serving commercial and industrial customers. The District has completed conservation potential assessments every two years since the Energy Independence Act (EIA) was effective in 2010. The EIA requires that utilities with more than 25,000 customers (known as qualifying utilities) pursue all cost-effective conservation resources and meet conservation targets set using a utility-specific conservation potential assessment methodology.

Washington's Energy Independence Act (EIA), effective January 1, 2010, requires that utilities with more than 25,000 customers (known as qualifying utilities) pursue all cost-effective conservation resources and meet conservation targets set using a utility-specific conservation potential assessment methodology.

The EIA sets forth specific requirements for setting, pursuing, and reporting on conservation targets. The methodology used in this assessment complies with RCW 19.285.040 and WAC 194-37-070 Section 5 parts (a) through (d) and is consistent with the methodology used by the Northwest Power and Conservation Council (Council) in developing the 2021 Power Plan. Thus, this Conservation Potential Assessment will support the District's compliance with EIA requirements.

This assessment was built on the technical workbooks developed for the Final 2021 Power Plan. The primary model assumptions included the following changes since the previous study:

- **Avoided Costs**
 - Recent forecast of power market prices prepared by the Council in April 2023
 - Avoided generation capacity value updated with recent wholesale rates
- **Updated Customer Characteristics Data**
 - Residential home counts
 - Commercial floor area based on recent load growth
 - Industrial sector consumption based on recent load growth
- **Measure Updates**
 - Measure savings, costs, and lifetimes were updated based on the latest data available the 2021 Power Plan supply curves
- **Accounting for Recent Achievements**
 - Internal programs
 - NEEA programs

The first step of this assessment was to carefully define and update the planning assumptions using the new data. The Base Case conditions were defined as the most likely market conditions over the planning

horizon, and the conservation potential was estimated based on these assumptions. Additional scenarios were also developed to test a range of conditions.

1.2 RESULTS

Table 1-1 shows the high-level results of this assessment, the cost-effective potential by sector in 2, 4, 10, and 20-year increments. The total 20-year energy efficiency potential is 32.61 aMW. The most important numbers per EIA are the 10-year potential of 15.99 aMW, and the two-year potential of 2.00 aMW. These numbers are also illustrated in Figure 1-1 below.

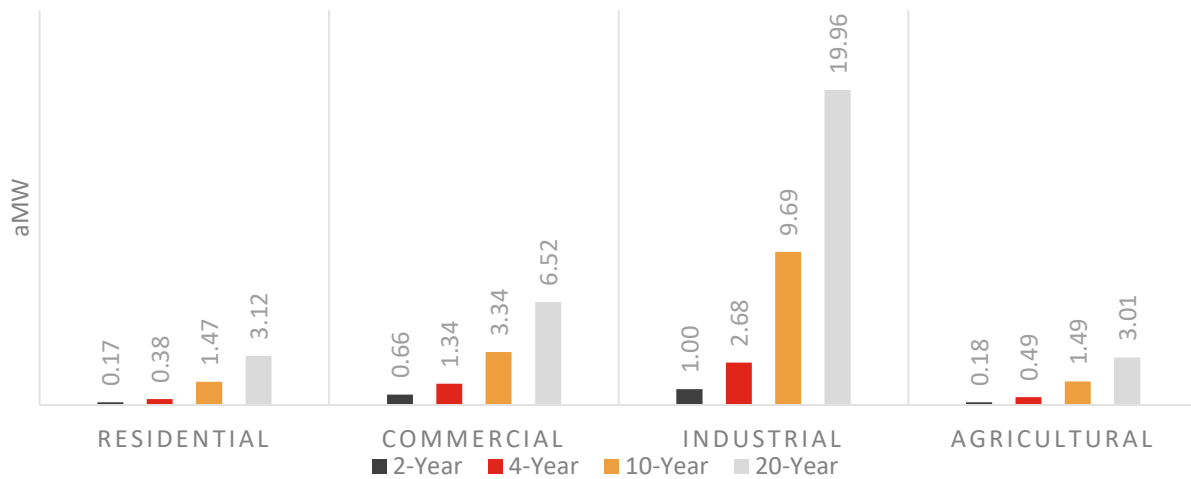
These estimates include energy efficiency achieved through the District’s own utility programs and through its share of the Northwest Energy Efficiency Alliance (NEEA) accomplishments. Some of the potential may be achieved through code and standards changes, especially in later years. In some cases, the savings from those changes will be quantified by NEEA or through BPA’s Momentum Savings work.

TABLE 1-1: COST-EFFECTIVE POTENTIAL (aMW)

	2-Year	4-Year	10-Year	20-Year
Residential	0.17	0.38	1.47	3.12
Commercial	0.66	1.34	3.34	6.52
Industrial (including data centers)	1.00	2.68	9.69	19.96
Agricultural	0.18	0.49	1.49	3.01
Total	2.00	4.89	15.99	32.61

Note: Numbers in this table and others throughout the report may not add to total due to rounding.

FIGURE 1-1: COST-EFFECTIVE ENERGY EFFICIENCY POTENTIAL ESTIMATE



Energy efficiency also has the potential to reduce peak demands. Estimates of peak demand savings are calculated for each measure using the Council’s ProCost tool, which uses hourly load profiles developed for the 2021 Power Plan and a District-specific definition of when peak demand occurs. These unit-level estimates are then aggregated across sectors and years in the same way that energy efficiency measure savings potential is calculated. The reductions in peak demand provided by energy efficiency are summarized in Table 1-2 below.

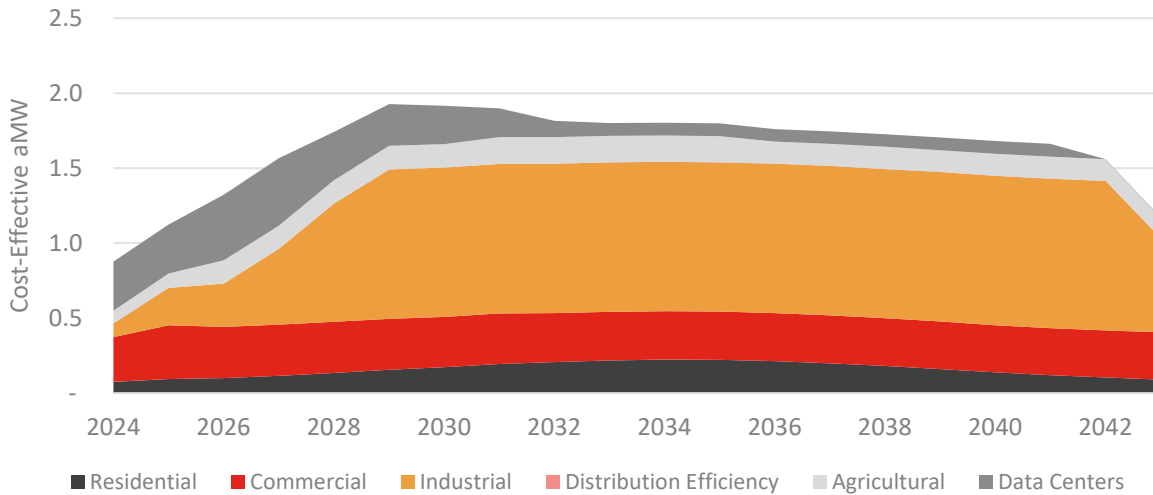
The savings from most energy efficiency measures are concentrated in those periods when energy is being used, and not evenly throughout the day. Thus, the peak demand reduction, measured in MW, is greater than the annual average energy savings. The District’s annual peak occurs most frequently on summer evenings, between 4 and 6 PM. In addition to these peak demand savings, demand savings would occur in varying amounts throughout the year.

TABLE 1-2: COST-EFFECTIVE DEMAND SAVINGS (MW)

	2-Year	4-Year	10-Year	20-Year
Residential	0.53	1.22	4.88	10.96
Commercial	0.53	1.07	2.64	5.04
Industrial	1.05	2.86	10.78	22.58
Agricultural	0.02	0.05	0.29	0.70
Total	2.13	5.20	18.60	39.29

The 20-year energy efficiency potential is shown on an annual basis in Figure 1-2. This assessment shows potential starting around 0.88 aMW in 2024 and ramping up to 1.93 by 2029 and then down over the period due to uncertainty in data center savings. In the other sectors, potential also gradually decreases after 2024 as the remaining retrofit measure opportunities diminish over time.

FIGURE 1-2: ANNUAL COST-EFFECTIVE ENERGY EFFICIENCY POTENTIAL ESTIMATE



The largest share of future savings potential is projected to be from large data center projects. The savings potential estimated in the first 2 years is based on both historic levels and the projects with planned completion dates in 2024 and 2025. These larger projects take significant lead time to develop and complete. While the District has historically relied on data center projects in meeting its targets, future savings potential is uncertain. The estimates for 2026 and beyond are based on average historic values that decline over the 20-year period. Future savings will depend significantly on future load growth, which is inherently impacted by multiple factors and uncertainties. The District will continue to update this study in future reporting periods with the best available information.

The second largest share of conservation is available in the District’s commercial sector. The potential in the commercial sector is higher compared with the potential estimated in the 2021 CPA. The District has also achieved significant savings in lighting measures in recent years, leaving limited remaining savings.

Savings in the commercial sector are spread across numerous end uses, but the primary areas for opportunity are in the HVAC end use. Notable measures in this area include:

- Residential Sized and Commercial-Sized Heat Pump Water Heaters
- Heat Recovery Ventilation
- Chillers and AC
- Commercial Lighting
- Refrigeration

Only 10% of the potential is in the residential sector. The largest contributing measure categories for residential applications include water heating and HVAC. Measures with notable potential in this end use include:

- Smart Thermostat
- Low Flow Shower Heads Efficiency 1.5 gallons per minute (gpm) or better
- Faucet Aerators
- Water Heater Circulator Controls and Circulators
- Air Source Heat Pump

This study identified lower potential in the industrial sector relative to the 2021 CPA due mostly to customer participation in energy efficiency programs.

1.3 COMPARISON TO PREVIOUS ASSESSMENT

Table 1-3 shows a comparison of the 2, 10, and 20-year Base Case conservation potential by customer sector for this assessment and the results of the District’s 2021 CPA.

TABLE 1-3: COMPARISON OF 2021 CPA AND 2023 CPA COST-EFFECTIVE POTENTIAL

	2-Year			10-Year			20-Year		
	2021	2023	% Change	2021	2023	% Change	2021	2023	% Change
Residential	0.13	0.17	31%	2.57	1.47	-43%	7.01	3.12	-55%
Commercial	0.43	0.66	53%	6.63	3.34	-50%	20.68	6.52	-68%
Industrial	3.98	1.00	-75%	8.71	9.69	11%	18.13	19.96	10%
Agricultural	0.02	0.18	797%	0.50	1.49	199%	1.33	3.01	126%
Total	4.56	2.00	-56%	18.41	15.99	-13%	47.15	32.61	-31%

**Note that the 2021 columns refer to the CPA completed in 2021 for the time period of 2022 through 2041. The 2023 assessment is for the timeframe: 2024 through 2043.*

The change in conservation potential estimated since the 2021 study is the result of several changes to the input assumptions, including measure data and avoided cost assumptions. Additionally, new measures were added to the assessment and ramp rates were adjusted to account for program maturity, data center growth, lingering COVID impacts, and 2021 Power Plan assumptions. A detailed analysis is provided in the Results section of this study.

1.3.1 Measure Data

Measure data was updated to include the Final 2021 Power Plan supply curve data.

1.3.2 Avoided Cost

An updated forecast of market prices was used to value energy savings. This forecast is lower than the forecast used in the 2021 assessment. Other avoided cost assumptions remained largely the same.

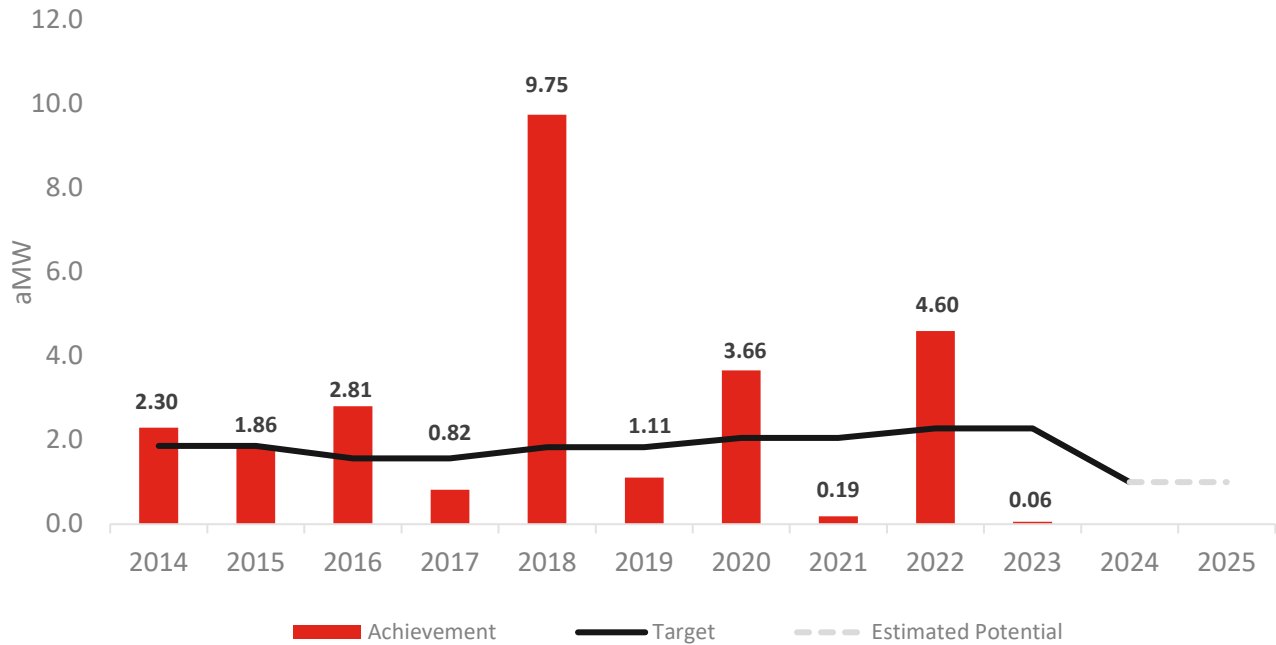
1.3.3 Customer Characteristics

No changes were made from the last CPA. However, growth in usage and number of customers was accounted for in the base year assumptions.

1.4 TARGETS AND ACHIEVEMENT

Figure 1-3 compares the District’s historic achievement with its targets. The estimated potential for 2024 and 2025 is based on the Base Case scenario presented in this report and represents approximately an 56% reduction over the 2022-23 biennium. A decrease was expected based on higher efficiency baselines since the 2021 Power Plan was finalized plus the lower value of energy based on the Council’s 2023 market price forecast. The figure below also shows that the District has consistently met its biennial energy efficiency targets, and that the potential estimates presented in this report are achievable through the District’s various programs and the District’s share of NEEA savings.

FIGURE 1-3: HISTORIC ACHIEVEMENT AND TARGETS



1.5 CONCLUSION

This report summarizes the CPA conducted for the District for the 2024 to 2043 timeframe. Many components of the CPA are updated from previous CPA models including items such as energy market price forecast, code and standard changes, recent conservation achievements, revised savings values and ramp rates for RTF and Council measures, and multiple scenario analyses.

The near-term results of this assessment are lower than the previous assessment, primarily due to the large amount of efficiency already achieved both regionally and by the District and the updated efficient baselines resulting from building codes and the 2021 Power Plan baselines. The results show a total 10-year cost-effective potential of 15.99 aMW and a two-year potential of 2.00 aMW for the 2024-25 biennium, which is a 56% decrease from the target for the previous biennium. This decrease is due primarily to reduced cost-effectiveness for some measures, program achievements, adjustments for data center potential, and updated program ramp rates that account slower adoption post COVID-19.

2 Introduction

2.1 OBJECTIVES

The objective of this report is to describe the results of the Grant County Public Utility District (the District) 2023 Electric Conservation Potential Assessment (CPA). This assessment provides estimates of energy savings by sector for the period 2024 to 2043, with the primary focus on the initial 10 years. This analysis has been conducted in a manner consistent with requirements set forth in RCW 19.285 (EIA) and 194-37 WAC (EIA implementation) and Washington Clean Energy Transformation Act (CETA) and is part of the District's compliance documentation. The results and guidance presented in this report will also assist the District in strategic planning for its conservation programs. Finally, the resulting conservation supply curves can be used in the District's Integrated Resource Plan (IRP).

The conservation measures used in this analysis are based on the measures that were included in the Council's 2021 Power Plan. The assessment considered a wide range of conservation resources that are reliable, available, and cost effective within the 20-year planning period.

2.2 ELECTRIC UTILITY RESOURCE PLAN REQUIREMENTS

According to Chapter RCW 19.280, utilities with at least 25,000 retail customers are required to develop IRPs by September 2008 and biennially thereafter. The legislation mandates that these resource plans include assessments of commercially available conservation and efficiency measures. This CPA is designed to assist in meeting these requirements for conservation analyses. The results of this CPA may be used in the next IRP due to the state by September 2024. More background information is provided below.

2.3 ENERGY INDEPENDENCE ACT

Chapter RCW 19.285, the Energy Independence Act, requires that, "each qualifying utility pursue all available conservation that is cost-effective, reliable and feasible." The timeline for requirements of the Energy Independence Act is detailed below:

- By January 1, 2010 – Identify achievable cost-effective conservation potential through 2019 using methodologies consistent with the Pacific Northwest Power and Conservation Council's (Council) latest power planning document.
- Beginning January 2010, each utility shall establish a biennial acquisition target for cost-effective conservation that is no lower than the utility's pro rata share for the two-year period of the cost-effective conservation potential for the subsequent ten years.
- On or before June 1, 2012, each utility shall submit an annual conservation report to the department (the Department of Commerce or its successor). The report shall document the utility's progress in meeting the targets established in RCW 19.285.040.
- Beginning on January 1, 2014, cost-effective conservation achieved by a qualifying utility in excess of its biennial acquisition target may be used to help meet the immediately subsequent two biennial acquisition targets, such that no more than twenty percent of any biennial target may be met with excess conservation savings.

- Beginning January 1, 2014, a qualifying utility may use conservation savings in excess of its biennial target from a single large facility to meet up to an additional five percent of the immediately subsequent two biennial acquisition targets.¹

This report summarizes the preliminary results of a comprehensive CPA conducted following the requirements of the EIA and additions made by the passage of CETA. A checklist of how this analysis meets EIA requirements is included in Appendix III.

2.4 OTHER LEGISLATIVE CONSIDERATIONS

Washington state enacted several laws that impact conservation planning. Washington HB 1444 enacts efficiency standards for a variety of appliances. Washington also enacted a clean energy law, SB 5116. CETA (2019) requires the use of specific values for avoided greenhouse gas emissions. This study follows the CETA requirements to value energy efficiency savings at the prescribed value established by the Department of Ecology. Finally, CETA requires that all sales of electricity be greenhouse gas neutral by 2030 and greenhouse gas free by 2045. This provision has been incorporated into the assumptions of this CPA. Specifically, this impacts the avoided cost of conservation, as described in Appendix IV.

2.5 STUDY UNCERTAINTIES

The savings estimates presented in this study are subject to the uncertainties associated with the input data. This study utilized the best available data at the time of its development; however, the results of future studies will change as the planning environment evolves. Specific areas of uncertainty include the following:

- Customer Characteristic Data – Residential and commercial building data and appliance saturations are in many cases based on regional studies and surveys. There are uncertainties related to the extent that the District’s service area is similar to that of the region, or that the regional survey data represents the population.
- Measure Data – In particular, savings and cost estimates (when comparing to current market conditions), as prepared by the Council and RTF, will vary across the region. In some cases, measure applicability or other attributes have been estimated by the Council or the RTF based on professional judgment or limited market research.
- Market Price Forecasts – Market prices (and forecasts) are continually changing. The market price forecasts for electricity and natural gas utilized in this analysis represent a snapshot in time. Given a different snapshot in time, the results of the analysis would vary. However, different avoided cost scenarios are included in the analysis to consider the sensitivity of the results to fluctuating market prices over the study period.
- Utility System Assumptions – Credits have been included in this analysis to account for the avoided costs of transmission and distribution system expansion. Though potential transmission and distribution system cost savings are dependent on local conditions, the Council considers these credits

¹ The EIA requires that the savings must be cost-effective and achieved within a single biennial period at a facility whose average annual load before conservation exceeded 5 aMW. In addition, the law requires that no more than 25% of a biennial target may be met with excess conservation savings, inclusive of provisions listed in this section.

to be representative estimates of these avoided costs. A value for generation capacity was also included but may change as the Northwest market continues to evolve.

- Discount Rate – The Council develops a real discount rate as well as a finance rate for each power plan. The finance rate is based on the relative share of the cost of conservation and the cost of capital for the various program sponsors. The Council has estimated these figures using the most current available information. This study reflects the current borrowing market although changes in borrowing rates will likely vary over the study period.
- Forecasted Load and Customer Growth – The CPA bases the 20-year potential estimates on forecasted loads and customer growth provided by the utility. These forecasts include a level of uncertainty especially considering the recovery from COVID related load impacts.
- Load Shape Data – The Council provides conservation load shapes for evaluating the timing of energy savings. In practice, load shapes will vary by utility based on weather, customer types, and other factors. This assessment uses the hourly load shapes used in the 2021 Plan to estimate peak demand savings over the planning period, based on shaped energy savings. Since the load shapes are a mix of older Northwest and California data, peak demand savings presented in this report may vary from actual peak demand savings.
- Frozen Efficiency – Consistent with the Council’s methodology, the measure baseline efficiency levels and end-using devices do not change over the planning period. In addition, it is assumed that once an energy efficiency measure is installed, it will remain in place over the remainder of the study period.

Due to these uncertainties and the changing environment, under the EIA, qualifying utilities must update their CPAs every two years to reflect the best available information.

2.6 COVID IMPACTS

Impacts from COVID-19 have been incorporated into this study in various ways such as:

- Load levels have largely recovered since the 2020 pandemic. The baseline load and customer counts reflect current and future usage levels.
- Ramp rates, in some cases, were adjusted due to the slowdown of program uptake since the pandemic began. At first, projects were stopped due to concerns over spreading the virus. In addition to the lower participation rates, supply chain issues have delayed many projects. Largely, the 2021 Power Plan draft ramp rates were applied for each measure; however, some measure ramp rates were slowed to reflect recent achievements despite the District’s efforts to promote programs.

The above considerations have been modeled in this study.

2.7 REPORT ORGANIZATION

The report is organized with the following main sections:

- Methodology – CPA methodology along with some of the overarching assumptions
- Recent Conservation Achievement – The District’s recent achievements and current energy efficiency programs
- Customer Characteristics – Housing and commercial building data for updating the baseline conditions
- Results – Energy Savings and Costs – Primary base case results
- Scenario Results – Results of all scenarios
- Summary
- References & Appendices

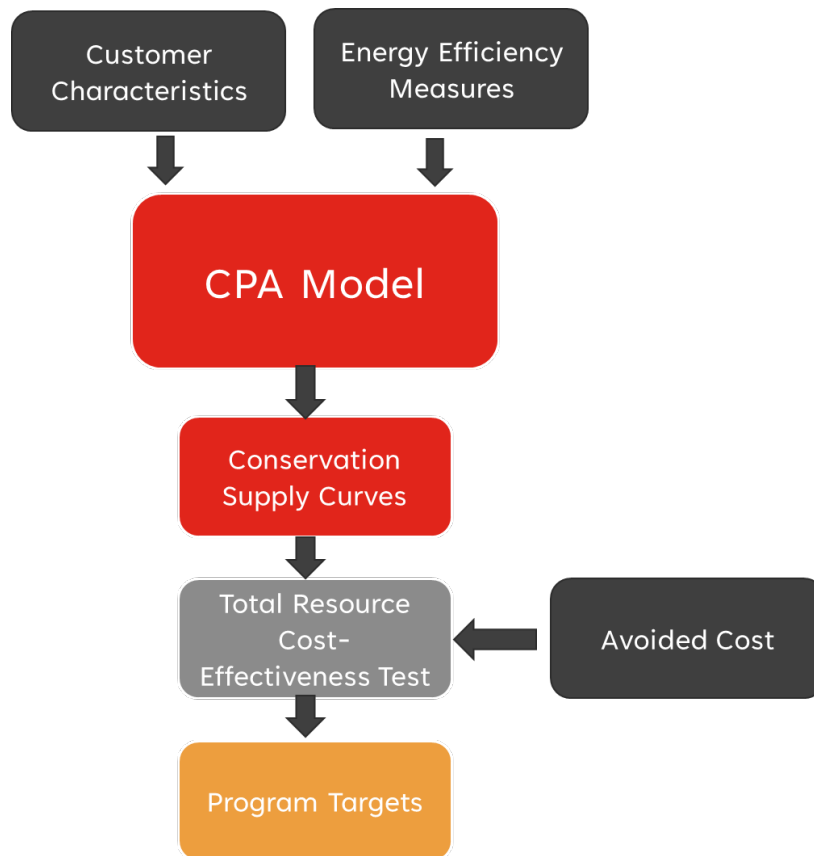
3 CPA Methodology

This study is a comprehensive assessment of the energy efficiency potential in the District’s service area. The methodology complies with RCW 19.285.040 and WAC 194-37-070 Section 5 parts (a) through (d) and is consistent with the methodology used by the Northwest Power and Conservation Council (Council) in developing the 2021 Power Plan. This section provides a broad overview of the methodology used to develop the District’s conservation potential target. Specific assumptions and methodology as they pertain to compliance with the EIA and CETA are provided in Appendix III of this report.

3.1 BASIC MODELING METHODOLOGY

The basic methodology used for this assessment is illustrated in Figure 3-1. A key factor is the kilowatt hours saved annually from the installation of an individual energy efficiency measure. The savings from each measure are multiplied by the total number of measures that could be installed over the life of the program. Savings from each individual measure are then aggregated to produce the total potential.

FIGURE 3-1: CONSERVATION POTENTIAL ASSESSMENT PROCESS



3.2 CUSTOMER CHARACTERISTIC DATA

Assessment of customer characteristics includes estimating both the number of locations where a measure could be feasibly installed as well as the share—or saturation—of measures that have already been installed. For this analysis, the characterization of the District’s baseline was determined using data

provided by the District, NEEA’s commercial and residential building stock assessments, and census data. Details of data sources and assumptions are described for each sector later in the report.

This assessment primarily sourced baseline measure saturation data from the Council’s 2021 Plan measure workbooks. The Council’s data was developed from NEEA’s Building Stock Assessments, studies, market research and other sources. This data was updated with NEEA’s 2016 Residential Building Stock Assessment and the District’s historic conservation achievement data, where applicable. The District’s historic achievement is discussed in detail in the next section.

3.3 ENERGY EFFICIENCY MEASURE DATA

The characterization of efficiency measures includes measure savings, costs, and lifetime. Other features, such as measure load shape, operation and maintenance costs, and non-energy benefits are also important for measure definition. The Council’s 2021 Power Plan is the primary source for conservation measure data.

The measure data includes adjustments from raw savings data for several factors. The effects of space-heating interaction, for example, are included for all lighting and appliance measures, where appropriate. For example, if an electrically heated house is retrofitted with efficient lighting, the heat that was originally provided by the inefficient lighting will have to be made up by the electric heating system. These interaction factors are included in measure savings data to produce net energy savings. Other financial-related data needed for defining measure costs and benefits include discount rate, line losses, and deferred capacity-expansion benefits.

A list of measures by end-use is included in Appendix VI.

3.4 TYPES OF POTENTIAL

Once the customer characteristics and energy efficiency measures are fully described, energy efficiency potential can be quantified. Three types of potential are used in this study: technical, achievable, and economic or cost-effective potential. Technical potential is the theoretical maximum efficiency available in the service territory if cost and market barriers are not considered. Market barriers and other consumer acceptance constraints reduce the total potential savings of an energy efficient measure. When these factors are applied, the remaining potential is called the achievable potential. Economic potential is a subset of the achievable potential that has been screened for cost effectiveness through a benefit-cost test. Figure 3-2 illustrates the four types of potential followed by more detailed explanations.

FIGURE 3-2: TYPES OF ENERGY EFFICIENCY POTENTIAL²



Technical – Technical potential is the amount of energy efficiency potential that is available, regardless of cost or other technological or market constraints, such as customer willingness to adopt a given measure. It represents the theoretical maximum amount of energy efficiency that is possible in a utility’s service territory absent these constraints.

Estimating the technical potential begins with determining a value for the energy efficiency measure savings. Additionally, the number of applicable units must be estimated. Applicable units are the units across a service territory where the measure could feasibly be installed. This includes accounting for units that may have already been installed. The value is highly dependent on the measure and the housing stock. For example, a heat pump measure may only be applicable to single family homes with electric space heating equipment. A saturation factor accounts for measures that have already been completed.

In addition, technical potential considers the interaction and stacking effects of measures. For example, interaction occurs when a home installs energy efficient lighting and the demands on the heating system rise due to a reduction in heat emitted by the lights. If a home installs both insulation and a high-efficiency heat pump, the total savings of these stacked measures is less than if each measure were installed individually because the demands on the heating system are lower in a well-insulated home. Interaction is addressed by accounting for impacts on other energy uses. Stacked measures within the same end use are often addressed by considering the savings of each measure as if it were installed after other measures that impact the same end use.

The total technical potential is often significantly more than the amount of achievable and economic potential. The difference between technical potential and achievable potential is a result of the number

² Reproduced from U.S. Environmental Protection Agency. *Guide to Resource Planning with Energy Efficiency*. Figure 2-1, November 2007.

of measures assumed to be affected by market barriers. Economic potential is further limited due to the number of measures in the achievable potential that are not cost-effective.

Achievable Technical – Achievable technical potential, also referred to as achievable potential, is the amount of potential that can be achieved with a given set of market conditions. It takes into account many of the realistic barriers to adopting energy efficiency measures. These barriers include market availability of technology, consumer acceptance, non-measure costs, and the practical limitations of ramping up a program over time. The level of achievable potential can increase or decrease depending on the given incentive level of the measure. In the Seventh Power Plan, the Council assumes that 85% of technical potential can be achieved over the 20-year study period. This is a consequence of a pilot program offered in Hood River, Oregon where home weatherization measures were offered at no cost. The pilot was able to reach over 90% of homes. These assumptions will be updated in the next study based on a measure-by-measure analysis of maximum achievability rates as finalized in the forthcoming 2021 Power Plan. The Council also uses a variety of ramp rates to estimate the rate of achievement over time. This CPA follows the Council’s methodology, including both the achievability and ramp rate assumptions.

Economic – Economic potential is the amount of potential that passes an economic benefit-cost test. In Washington State, EIA requirements stipulate that the total resource cost test (TRC) be used to determine economic potential. The TRC evaluates all costs and benefits of the measure regardless of who pays the cost or receives the benefit. Costs and benefits include the following: capital cost, O&M cost over the life of the measure, disposal costs, program administration costs, environmental benefits, distribution and transmission benefits, energy savings benefits, economic effects, and non-energy savings benefits. Non-energy costs and benefits can be difficult to enumerate, yet non-energy costs are quantified where feasible and realistic. Examples of non-quantifiable benefits might include added comfort and reduced road noise from better insulation or increased real estate value from new windows. A quantifiable non-energy benefit might include reduced detergent costs or reduced water and sewer charges from energy efficient clothes washers.

For this potential assessment, the Council’s ProCost model was used to determine cost effectiveness for each energy efficiency measure. The ProCost model values measure energy savings by time of day using conservation load shapes (by end-use) and segmented energy prices. The version of ProCost used in the 2021 CPA evaluates measure savings on an hourly basis, but ultimately values the energy savings during two segments covering high and low load hour time periods.

3.5 AVOIDED COST

Each component of the avoided cost of energy efficiency measure savings is described below. Additional information regarding the avoided cost forecast is included in Appendix IV.

3.5.1 Energy

The avoided cost of energy is the cost that is avoided through the acquisition of energy efficiency in lieu of other resources. Avoided costs are used to value energy savings benefits when conducting cost effectiveness tests and are included in the numerator in a benefit-cost test. The avoided costs typically include energy-based values (\$/MWh) and values associated with the demand savings (\$/kW) provided by energy efficiency. These energy benefits are often based on the cost of a generating resource, a forecast of market prices, or the avoided resource identified in the IRP process.

3.5.2 Social Cost of Carbon

The social cost of carbon is a cost that society incurs when fossil fuels are burned to generate electricity. Both the EIA rules and CETA require that CPAs include the social cost of carbon when evaluating cost effectiveness using the total resource cost test (TRC). CETA further specifies the social cost of carbon values to be used in conservation and demand response studies. These values are shown in Table 3-1 below and were the same value used in the 2023 CPA.

TABLE 3-1: SOCIAL COST OF CARBON VALUES³

Year in Which Emissions Occur or Are Avoided	Social Cost of Carbon Dioxide \$2018/metric ton	Social Cost of Carbon Dioxide \$2023/short ton ¹
2020	\$74	\$80
2025	\$81	\$88
2030	\$87	\$94
2035	\$93	\$101
2040	\$100	\$108

¹ProCost model inputs for \$/CO₂ are in short tons. In the modeling, 2023 dollars are converted to \$2016 to be consistent with the 2021 Power Plan measure data.

According to WAC 194-40-110, values may be adjusted for any taxes, fees or costs incurred by utilities to meet portfolio mandates.⁴ For example, the social cost of carbon is the full value of carbon emissions which includes the cost to utilities and ratepayers associated with moving to non-emitting resources. Rather than adjust the social cost of carbon for the cost of RECs or renewable energy, the values for RECS and renewable energy are excluded from the analysis to avoid double counting.

The emissions intensity of the marginal resource (market) is used to determine the \$/MWh value for the social cost of carbon. Ecology states that unspecified resources should be given a carbon intensity value of 0.437 metric tons of CO₂e/MWh of electricity (0.874 lbs/kWh).⁵ This is an average annual value applied to in all months in the conservation potential model.⁶ The resulting levelized cost of carbon is \$34/MWh over the 20-year study.

³ WAC 194-40-100. Available at :<https://apps.leg.wa.gov/wAc/default.aspx?cite=194-40-100&pdf=true>.

⁴ WAC 194-40-110 (b).

⁵ WAC 173-444-040 (4).

⁶ The seasonal nature of carbon intensity is not modeled due to the prescriptive annual value established by Ecology in WAC 173-444-040.

3.5.3 Renewable Portfolio Standard Cost

Renewable energy purchases need to meet both RPS and CETA and can be avoided through conservation. Utilities may meet Washington RPS through either bundled energy purchases such as purchasing the output of a wind resource where the non-energy attributes remain with the output, or they may purchase unbundled RECs. As stated above, the value of avoided renewable energy credit purchases resulting from energy efficiency is accounted for within the social cost of carbon construct. The social cost of carbon already considers the cost of moving from an emitting resource to a non-emitting resource. Therefore, it is not necessary to include an additional value for renewable energy purchases prior to 2045 when all energy must be non-emitting or renewable.

Beginning in 2045, the social cost of carbon may no longer be an appropriate adder in resource planning. However, prior to 2045 utilities may still use offsets to meet CETA requirements. Since the study period of this evaluation ends prior to 2045, the avoided social cost of carbon is included in each year. For future studies that extend to 2045 and beyond, it would be appropriate to include renewable energy or non-emitting resource costs as the avoided cost of energy rather than market plus the social cost of carbon.

3.5.4 Transmission and Distribution System

The EIA requires that deferred capacity expansion benefits for transmission and distribution systems be included in the assessment of cost effectiveness. To account for the value of deferred transmission and distribution system expansion, a distribution system credit value of \$8.53/kW-year and a transmission system credit of \$3.83/kw-year were applied to peak savings from conservation measures, at the time of the regional transmission and the District's local distribution system peaks (adjusted to \$2023). These values were developed by Council staff in preparation for the 2021 Power Plan.⁷

3.5.5 Generation Capacity

The District's marginal cost for generation capacity is estimated using a benchmark: BPA demand rates. While these rates don't directly apply to the District, they are a good representation of the marginal cost of demand in the region. BPA demand rates are escalated 3% each rate period (every two years). Over the 20-year analysis period, the resulting cost of avoided capacity is \$104/kW-year (2023\$) in levelized terms.

In the Council's 2021 Power Plan,⁸ a generation capacity value of \$143/kW-year was explicitly calculated (\$2023). This value is used in the high scenario.

⁷ Northwest Power and Conservation Council Memorandum to the Power Committee Members. Subject; Updated Transmission & Distribution Deferral Value for the 2021 Power Plan. March 5, 2019. Available at: https://www.nwcouncil.org/sites/default/files/2019_0312_p3.pdf.

⁸ <https://www.nwcouncil.org/energy/powerplan/7/home/>.

3.5.6 Risk

With the generation capacity value explicitly defined, the Council's analysis found that a risk credit did not need to be defined as part of its cost-effectiveness test. In this CPA, risk was modeled by varying the base case input assumptions. In doing so, this CPA addresses the uncertainty of the inputs and looks at the sensitivity of the results. The avoided cost components that were varied included the energy prices and generation capacity value. Through the variance of these components, implied risk credits of up to \$11/MWh and \$39/kW-year were included in the avoided cost. Note that the capacity value of energy efficiency measures is associated with more uncertainty compared with the energy value. Because of the upcoming implementation of the energy imbalance market (EIM) in the Pacific Northwest, and increased renewables in the region, capacity values are expected to be more volatile compared with energy market prices.

Additional information regarding the avoided cost forecast and risk mitigation credit values is included in Appendix IV.

3.5.7 Power Planning Act Credit

Finally, a 10% benefit was added to the avoided cost as required by the Pacific Northwest Electric Power Planning and Conservation Act.

3.6 DISCOUNT AND FINANCE RATE

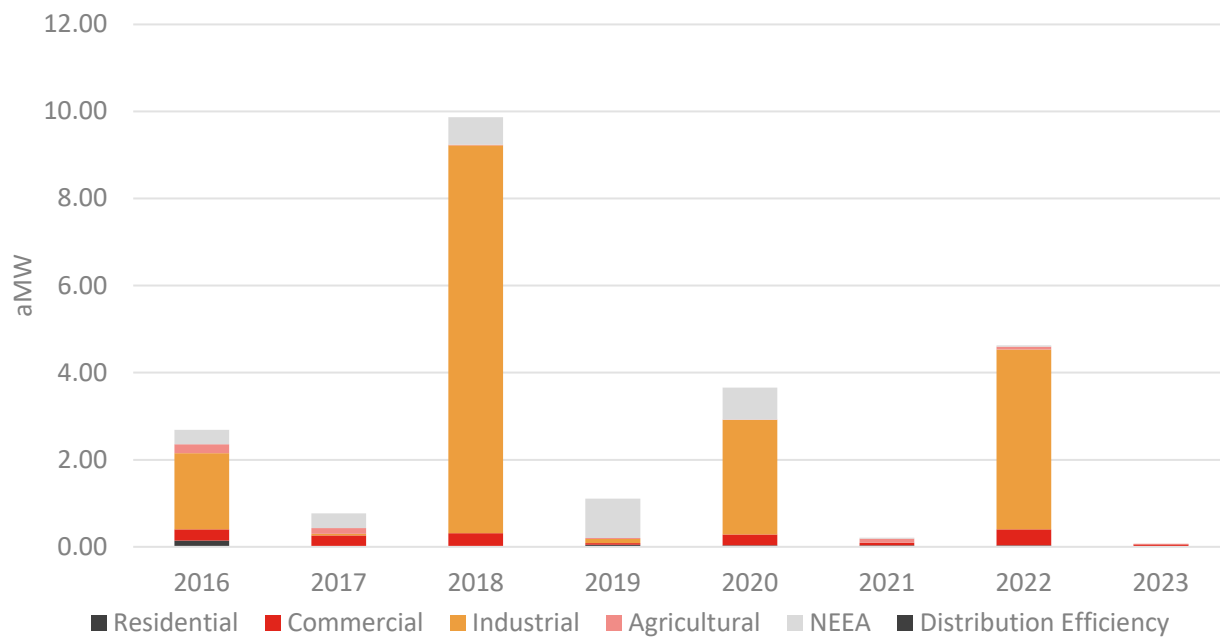
The Council develops a real discount rate for each of its Power Plans. In preparation for the 2021 Power Plan, the Council proposed using a discount rate of 3.75%. This discount rate was used in this CPA. The discount rate is used to convert future costs and benefits into present values. The present values are then used to compare net benefits across measures that realize costs and benefits at different times and over different useful lives.

4 Recent Conservation Achievement

The District has pursued conservation and energy efficiency resources for many years. Currently, the utility offers a variety of programs for residential, commercial, industrial, and agricultural customers. These include residential weatherization, new construction programs for commercial customers, and energy-efficiency audits. In addition to utility programs, the District receives credit for market-transformation activities that are accomplished by the Northwest Energy Efficiency Alliance (NEEA) in its service territory.

Figure 4-1 shows the distribution of conservation among the District’s customer sectors and through Northwest Energy Efficiency Alliance (NEEA) efforts over the past five years. NEEA’s work helps bring energy efficient emerging technologies, like ductless heat pumps and heat pump water heaters to the Northwest markets. Note that savings achievement for 2020 were lower than historic achievements primarily due to the COVID-19 pandemic. Economic factors and risk for COVID-19 transmission both likely contributed to fewer measures being implemented in the District’s service area. More detail of these savings is provided below for each sector.

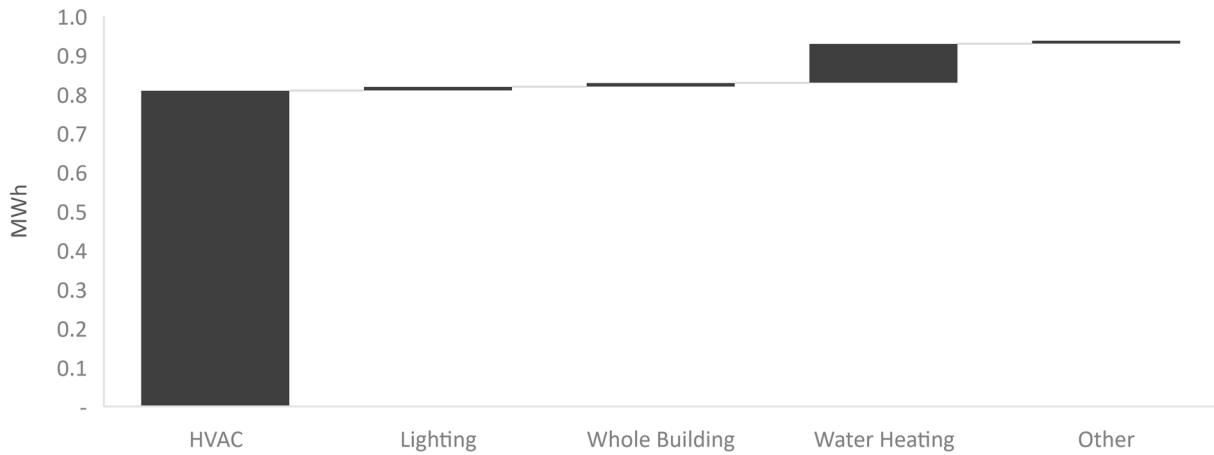
FIGURE 4-1: RECENT CONSERVATION HISTORY BY SECTOR



4.1 RESIDENTIAL

Figure 4-2 shows historic conservation achievement by end use in the residential sector. Savings from HVAC and lighting measures account for most of the savings. Note that in the figure below, HVAC includes weatherization measures. The “Other” category includes energy star appliances and consumer electronics.

FIGURE 4-2: 2017-2023 YTD RESIDENTIAL SAVINGS ACHIEVEMENT



4.2 COMMERCIAL & INDUSTRIAL

Historic achievement in the commercial and industrial sectors is primarily due to lighting, Strategic Energy Management, and custom HVAC projects. Figures 4-3 and 4-4 show the breakdown of commercial and industrial savings, respectively, from 2017 to 2023 year to date.

FIGURE 4-3: 2017-2023 YTD COMMERCIAL SAVINGS

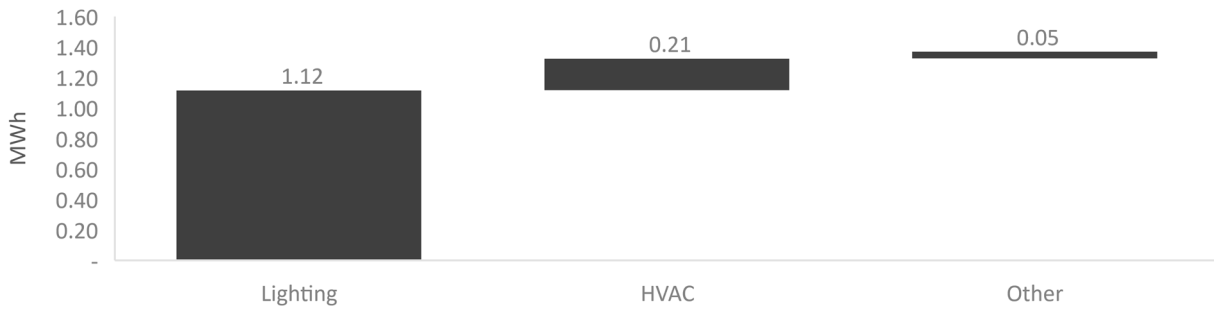
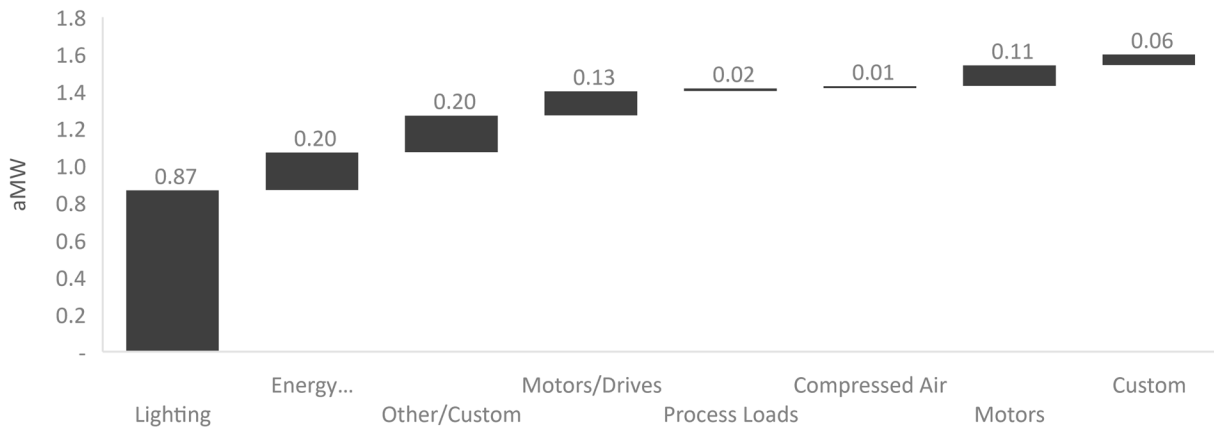


FIGURE 4-4: 2017-2023 YTD INDUSTRIAL SAVINGS



4.3 AGRICULTURE

Agriculture program achievement has been acquired through irrigation hardware and other system upgrades, such as variable frequency drives. Achievement from 2016-2023 in this sector totals 0.55 aMW.

4.4 CURRENT CONSERVATION PROGRAMS

The District offers a wide range of conservation programs to its customers. These programs include many types of deemed conservation rebates, energy audits, net metering, and custom projects. The current programs offered by the District are detailed below.

4.4.1 Residential

- *Weatherization* – This program provides rebates for both windows and insulation.
- *HVAC Rebates* – This program provides rebates for a variety of space conditioning upgrades including rebates for HVAC upgrades and conversions.

4.4.2 Commercial and Industrial

- *Lighting Energy Efficiency Program (LEEP)* – Owners of commercial buildings can apply for a lighting energy audit. Applicable rebate amounts are determined upon completion of the audit.
- *Custom Projects Rebates* – The District offers rebates for special projects that improve efficiency or process related systems including, but not limited to, compressed air, variable frequency drives, industrial lighting interactive with HVAC systems, and refrigeration. Rebates for this program vary.

4.4.3 Agriculture

- *Agricultural Rebate Program* – This program offers incentives for irrigation sprinklers, nozzles, and regulators as well as replacement.

4.5 SUMMARY

The District plans to continue to invest in energy efficiency by offering incentives to all sectors. The results of this CPA will help the District program managers to structure energy efficiency program offerings, establish appropriate incentive levels, comply with the EIA and CETA requirements and provide continued energy efficiency as a customer service.

5 Customer Characteristics Data

The District serves approximately 47,990 electric customers in Grant County PUD County, Washington, with a service area population of approximately 104,579. A key component of an energy efficiency assessment is to understand the characteristics of these customers—primarily the building and end-use characteristics. These characteristics for each customer class are described below.

5.1 RESIDENTIAL

For the residential sector, the key characteristics include house type, space heating fuel, and water heating fuel. Tables 5-1, 5-2, 5-3 and 5-4 show relevant residential data for single family, multi-family and manufactured homes in the District’s service territory as analyzed in the 2019 CPA. Residential characteristics are based on data collected through home audits provided by Grant PUD. This data provides estimates of the current residential characteristics in Grant PUD’s service territory and are utilized as the baseline in this study.

TABLE 5-1: RESIDENTIAL BUILDING CHARACTERISTICS

Heating Zone	Cooling Zone	Solar Zone	Residential Households	Total Population
1	3	3	41,956	104,579

TABLE 5-2: HOME HEATING & COOLING SYSTEM SATURATIONS

	Single Family	Multifamily - Low Rise	Manufactured
Electric Forced Air Furnace	25%	1%	85%
Heat Pump	35%	1%	15%
Ductless Heat Pump	1%	2%	0%
Electric Zonal/Baseboard	39%	96%	0%
Central Air Conditioning	48%	2%	11%
Room Air Conditioning	42%	35%	3%

TABLE 5-3: EXISTING HOMES – APPLIANCE SATURATIONS

	Single Family	Multifamily - Low Rise	Manufactured
DHW buffer	79%	77%	94%
Refrigerator	129%	103%	121%
Freezer	53%	4%	43%
Clothes Washer	99%	47%	99%
Clothes Dryer	98%	47%	95%
Dishwasher	89%	78%	77%
Microwave	96%	96%	96%
Electric Oven	49%	40%	56%
RAC	53%	35%	38%

TABLE 5-4: NEW HOMES – APPLIANCE SATURATIONS

	Single Family	Multifamily - Low Rise	Manufactured
DHW buffer	79%	77%	94%
Refrigerator	138%	104%	117%
Freezer	39%	0%	43%
Clothes Washer	96%	53%	100%
Clothes Dryer	91%	49%	100%
Dishwasher	84%	68%	84%
Microwave	96%	96%	96%
Electric Oven	49%	40%	56%
RAC	53%	35%	38%

5.2 COMMERCIAL

Building floor area is the key parameter in determining conservation potential for the commercial sector as many of the measures are based on savings as a function of building area. Generally, floor area additions are analyzed by reviewing kWh growth in a utility’s service area. The District provided floor area estimates for new buildings constructed since 2021. This data is added to the 2022 floor area estimate from the previous assessment.

The 2018 data was developed by coding each general service customer based on the Commercial Building Stock Assessment (CBSA)⁹ building definitions. The appropriate EUI is then applied to the sum of kWh for each building type resulting in estimated square feet. Table 5-5 compares the 2022 estimates with the 2024 estimates. After 2024, a 1% growth rate is applied to commercial building floor area growth.

⁹ Navigant Consulting. 2014. *Northwest Commercial Building Stock Assessment: Final Report*. Portland, OR: Northwest Energy Efficiency Alliance.

TABLE 5-5: COMMERCIAL BUILDING SQUARE FOOTAGE BY SEGMENT

Segment	2022 Floor Area Estimate	2024 Floor Area Estimate
Large Office	22,128	22,128
Medium Office	777,053	777,053
Small Office	1,035,713	1,066,031
Extra Large Retail Space	-	730,992
Large Retail	956,650	225,658
Medium Retail	773,412	807,090
Small Retail	1,723,534	1,787,953
School (K-12)	4,019,941	4,019,941
University	883,927	883,927
Warehouse	23,158,268	23,646,652
Supermarket	348,008	348,008
Mini Mart	203,509	204,169
Restaurant	467,747	475,984
Lodging	2,137,264	2,147,396
Hospital	632,421	639,477
Residential Care	42,059	42,059
Assembly	1,434,465	1,434,465
Other Commercial	5,640,209	5,652,806
Total	44,256,309	44,911,790

5.3 INDUSTRIAL

The methodology for estimating industrial potential is different than the approaches used for the residential and commercial sectors primarily because most energy efficiency opportunities are unique to specific industrial segments. The Council and this study use a “top-down” methodology that utilizes annual consumption by industrial segment and then disaggregates total usage by end-use shares. Estimated measure savings are applied to each sector’s end-use shares.

The 2020 usage for industrial customers was updated by applying historic and forecast growth rates from the District’s load forecast. Overall, industrial load growth is projected to increase by 2.2% from 2020 to 2024. Individual industrial customer usage is summed by industrial segment in Table 5-6. Data Center loads are shown separately.

TABLE 5-6: INDUSTRIAL SECTOR LOAD BY SEGMENT, MWH

Industry	2020 Loads	2024 Forecast
Paper	16,587	16,954
Foundries	42,202	43,137
Frozen Food	229,975	235,073
Other Food	76,313	78,004
Silicon	9,929	10,149
Metal Fabrication	-	-
Equipment/Transportation	21,741	22,223
Cold Storage	34,919	35,693
Fruit Storage	47,471	48,523
Refinery	70,956	72,529
Chemical	595,547	608,748
Miscellaneous Manufacturing	241,641	246,997
Total	1,387,280	1,418,029
Data Centers	1,531,597	2,260,080

5.4 AGRICULTURE

To determine agriculture sector characteristics in the District's service territory, EES utilized data provided by the United States Department of Agriculture (USDA) as shown in Table 5-7. The USDA conducts a census of farms and ranches in the U.S. every five years. The most recent available data for this analysis is from the 2017 census, which was published in 2019.

TABLE 5-7: AGRICULTURAL INPUTS

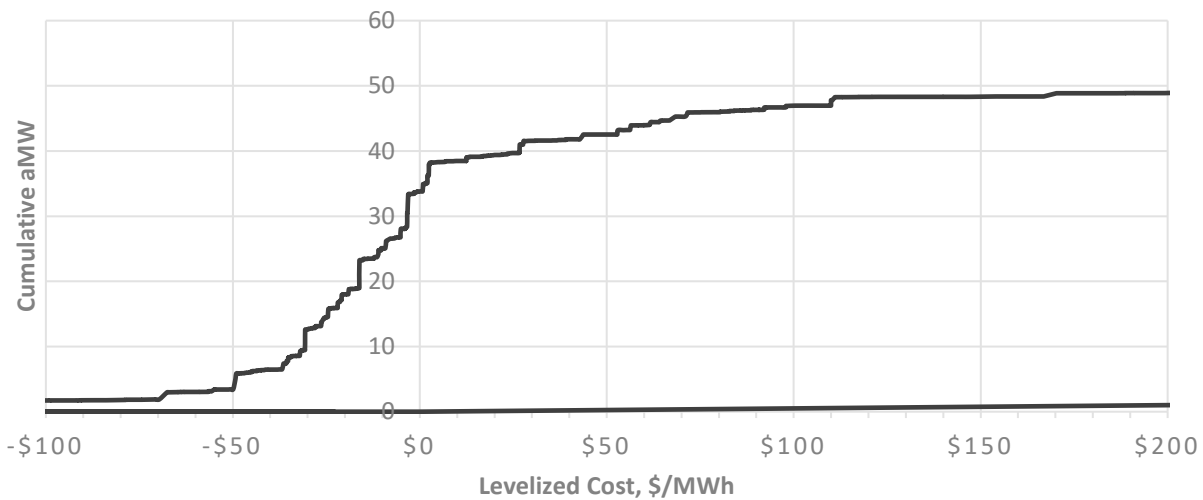
Dairy Production, 1,000 lbs	763,182
Total Irrigated Acreage	393,015
Total Number of Pumps	4,199
Total Number of Farms	1,635
Stock Tanks	711
Back-Up Generator	4

6 Results – Energy Savings and Costs

6.1 ACHIEVABLE CONSERVATION POTENTIAL

Achievable potential is the amount of energy efficiency potential that is available regardless of cost. Figure 6-1, below, shows a supply curve of 20-year achievable potential. A supply curve is developed by plotting cumulative energy efficiency savings potential (aMW) against the levelized cost (\$/MWh) of the savings when measures are sorted in order of ascending cost. The potential shown in Figure 6-1 has not been screened for cost-effectiveness. Costs are levelized, allowing for the comparison of measures with different lifetimes. The supply curve facilitates comparison of demand-side resources to supply-side resources and is often used in conjunction with integrated resource plans. Figure 6-1 shows that approximately 42 aMW of cumulative saving potential are available for less than \$50/MWh.

FIGURE 6-1: 20-YEAR ACHIEVABLE POTENTIAL LEVELIZED COST SUPPLY CURVE, EXCLUDING DATA CENTERS



6.2 ECONOMIC CONSERVATION POTENTIAL

Economic or cost-effective potential is the amount of potential that passes the Total Resource Cost (TRC) test. This means that the present value of the benefits attributed to the conservation measure exceeds the present value of the measure costs over its lifetime.

Table 6-1 shows the economic potential by sector in 2, 4, 10 and 20-year increments. Compared with the technical and achievable potential, it shows that 29.15 aMW of the total 49 aMW is cost-effective for the District (excluding data centers). The last section of this report discusses how these values could be used for setting targets.

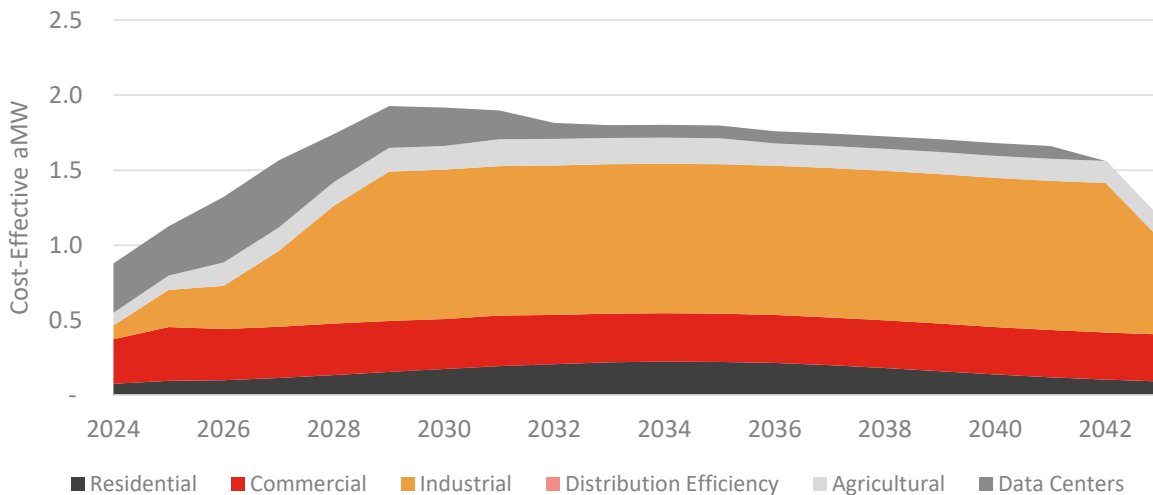
TABLE 6-1: COST-EFFECTIVE ACHIEVABLE POTENTIAL – BASE CASE (aMW)

	2-Year	4-Year	10-Year	20-Year
Residential	0.17	0.38	1.47	3.12
Commercial	0.66	1.34	3.34	6.52
Industrial excluding Data Centers	0.34	1.13	6.90	16.50
Data Centers	0.66	1.5	2.8	3.5
Agricultural	0.18	0.49	1.49	3.01
Total	2.00	4.89	15.99	32.61

6.3 SECTOR SUMMARY

Figure 6-2 shows economic potential by sector on an annual basis. In this figure, estimated data center savings are shown separately from other industrial process potential.

FIGURE 6-2: ANNUAL COST-EFFECTIVE POTENTIAL BY SECTOR



Second to data centers, the largest share of the potential is in the commercial sector followed by savings potential in the residential and agricultural sectors. Ramp rates from the 2021 Power Plan were used to establish reasonable conservation achievement levels. In some cases, alternate ramp rates were assigned to reflect the District’s current rate of program achievement. Achievement levels are affected by factors including timing of equipment turnover and new construction, supply chain delays, economic factors, program and technology maturity, market trends, and current utility staffing and funding.

6.3.1 Residential

Near-term residential conservation potential is approximately the same as what was identified in the 2021 assessment. In the longer term, savings potential has been impacted by new measures added by the Council for the 2021 Power Plan, the avoided cost updates, and program achievement.

Within the residential sector, water heating and HVAC (including weatherization) measures make up the largest share of savings (Figure 6-3). This is due, in part, to the fact that the District’s residential customers

rely mostly on electricity for space and water heating. Many weatherization measures are no longer cost-effective due to changes in costs and in energy savings values. The large amount of potential for water heating is primarily due to 1.5 gpm or lower shower heads, efficient clothes washers, aerators, and heat pump water heaters.

FIGURE 6-3: ANNUAL RESIDENTIAL COST-EFFECTIVE POTENTIAL BY END USE

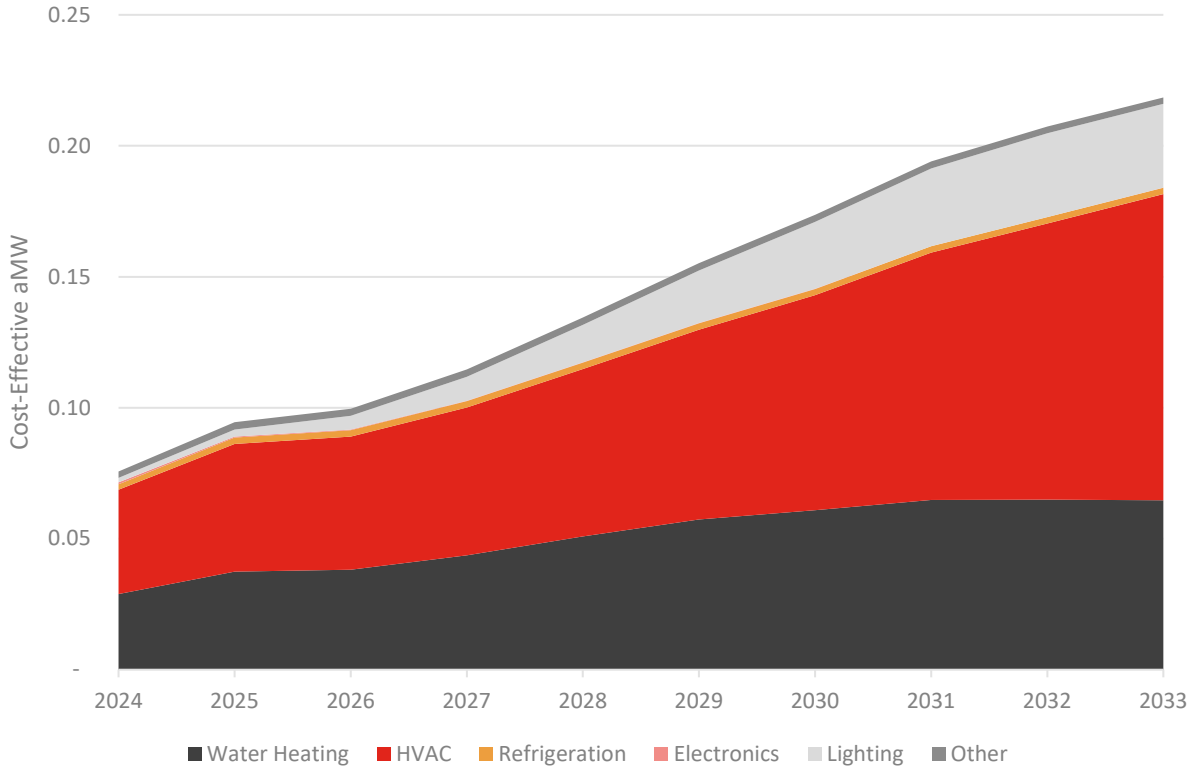


Figure 6-4 shows how the 10-year residential potential breaks down into end uses and key measure categories. The area of each block represents its share of the total 10-year residential potential.

FIGURE 6-4: RESIDENTIAL COST-EFFECTIVE POTENTIAL BY END USE AND MEASURE CATEGORY

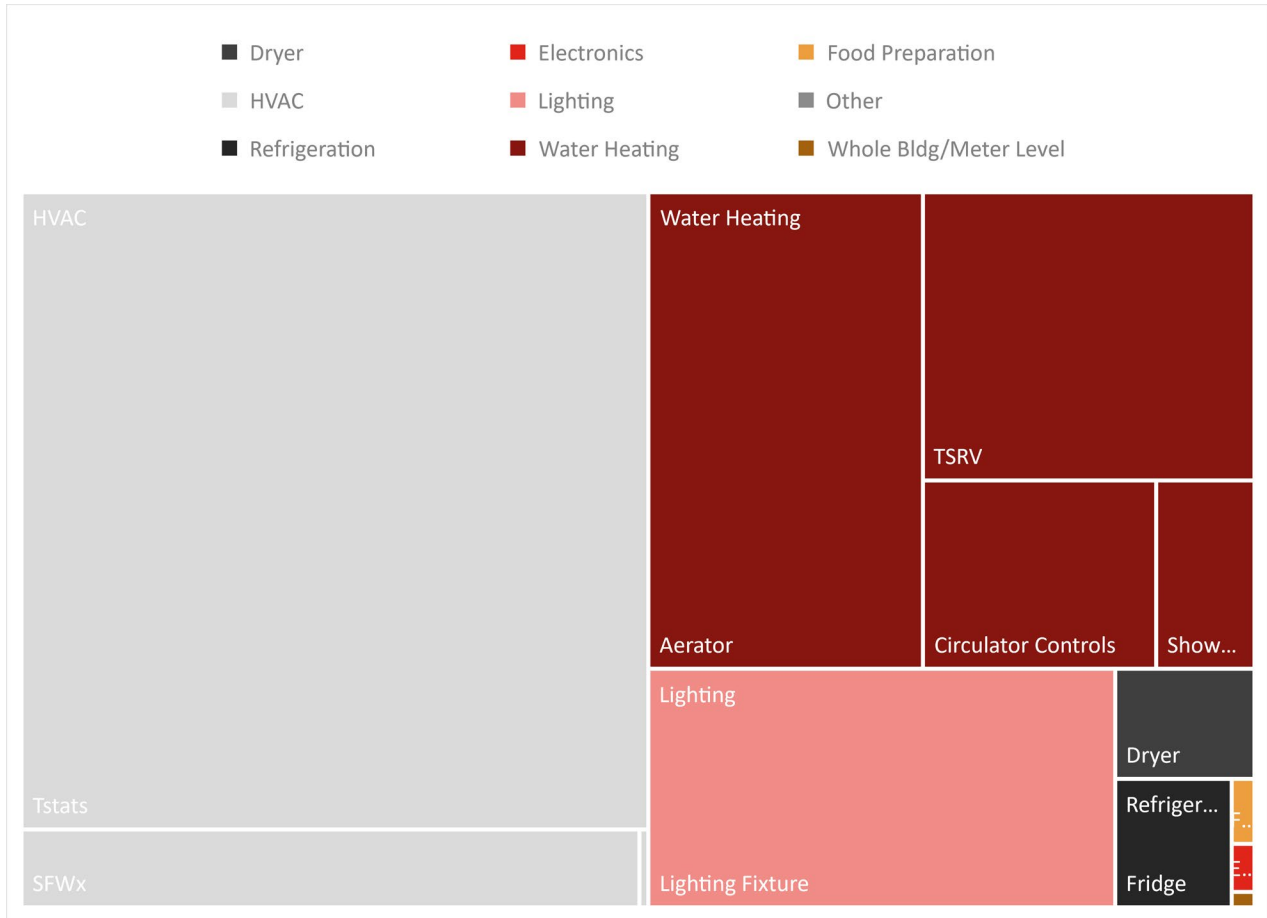


Table 6-2 compares how the savings potential has changed since the 2021 CPA. The primary drivers are reduced cost effectiveness as well as updated measure baselines.

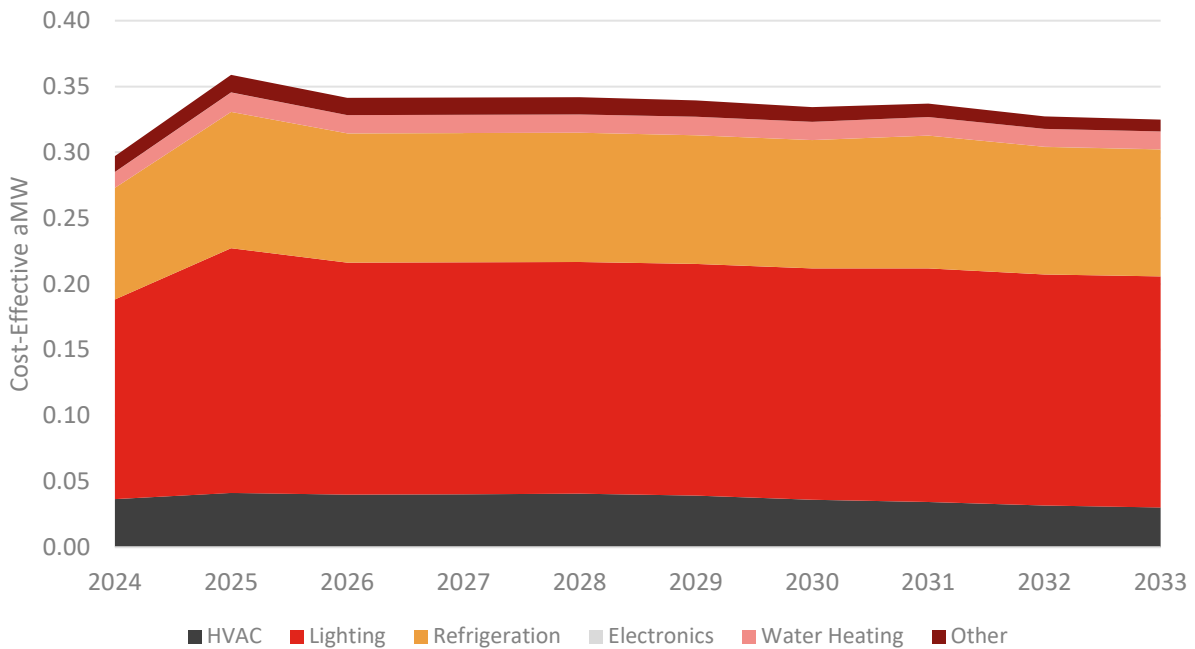
TABLE 6-2: COMPARISON RESIDENTIAL 20-YEAR ECONOMIC ACHIEVABLE POTENTIAL, AMW

End Use	2021 CPA	2023 CPA	Discussion
Water Heating	3.63	1.01	Reduced cost-effectiveness
HVAC	1.64	1.71	Added measure permutations
Lighting	0.00	0.30	Reduced cost-effectiveness
Electronics	0.27	0.00	Updated computer measures, reduced cost-effectiveness
Food Preparation	0.00	0.00	Reduced cost-effectiveness
Dryer	0.00	0.04	Updated to 2021 Plan methodology/measures
Refrigeration	0.00	0.05	Updated saturation
Whole Bldg./Meter Level	0.00	0.00	Updated saturation/applicability, Reduced cost-effectiveness
Well Pumps	5.54	0.00	Well pumps not cost-effective
Total	3.63	3.12	

6.3.2 Commercial

The diverse nature of commercial building energy efficiency is reflected in the variety of end-uses and corresponding measures as shown in Figure 6-5. Beyond HVAC and lighting, additional sources of potential are available in water heating, electronics, motors, food preparation and process loads.

FIGURE 6-5: ANNUAL COMMERCIAL COST-EFFECTIVE POTENTIAL BY END USE



The key end uses and measures within the commercial sector are shown in Figure 6-6. The area of each block represents its share of the 10-year commercial potential.

FIGURE 6-6: COMMERCIAL COST-EFFECTIVE POTENTIAL BY END USE AND MEASURE CATEGORY

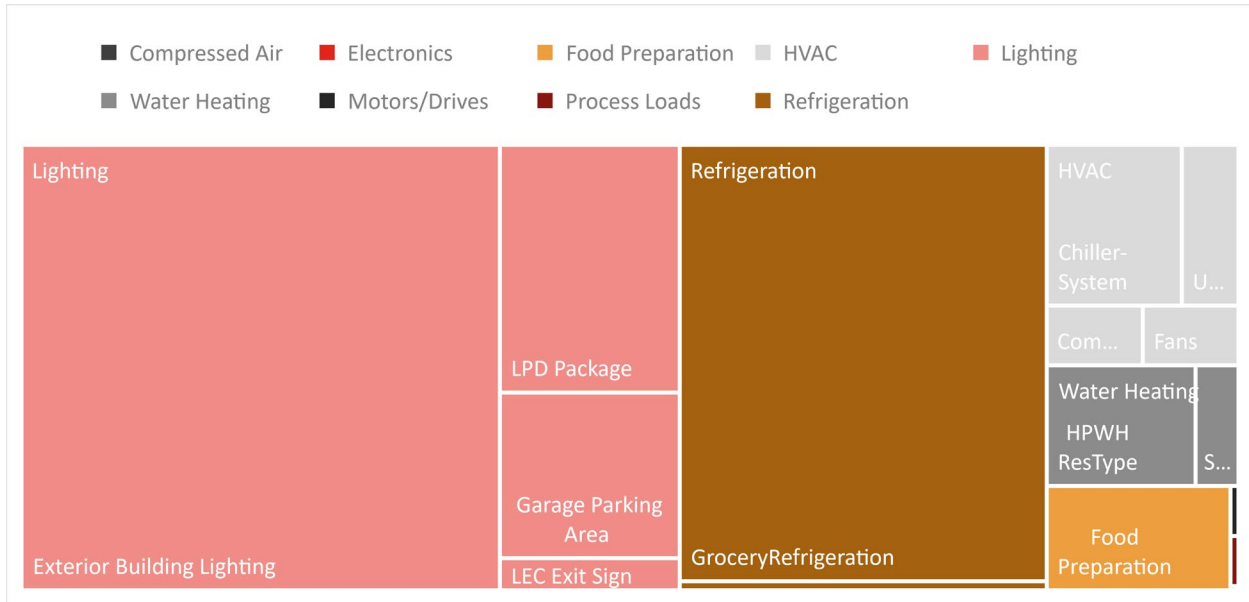


Table 6-3 provides a summary of the differences between the 2021 assessment and this 2023 CPA by end-use.

TABLE 6-3: COMPARISON COMMERCIAL 20-YEAR ECONOMIC ACHIEVABLE POTENTIAL, AMW

End Use	2021 CPA	2023 CPA	Discussion
Food Preparation	0.21	0.18	Updated measure data/baselines
Lighting	3.33	3.50	Growth in floor area
Electronics	0.00	0.00	Updated measure data/baselines
Refrigeration	0.87	1.93	Reduced costs, added measures
Process Loads	0.09	0.00	Not cost effective
Compressed Air	0.26	0.00	Updated to 2021 Plan methodology/measures
HVAC	1.56	0.63	Reduced cost-effectiveness, Adjusted applicability
Motors/Drives	0.28	0.00	Reduced cost-effectiveness, Added Commercial Clean Water Pumps
Water Heating	0.34	0.27	Reduced cost-effectiveness; removed older water heating measures, adjusted applicability based on building type
Total	13.25	6.52	

6.3.3 Industrial

6.3.3.1 Data Centers

Approximately 60% of the District’s industrial loads are in data center and cryptocurrency processes. The Council does not provide measures or savings analysis for large, centralized data centers. Historically, the District’s CPAs have utilized commercial sector server measures to estimate data center potential. Beginning in 2021, savings for data centers have been evaluated for new customers at the project level. This study continues this methodology by efficiency evaluation based on the District’s loads and unique

nature of large data center operations. The bulleted list below from the 2021 study summarizes some of the issues identified in developing large data center energy efficiency potential estimates.

- Large data centers are often willing to work with the District at the time of new service to identify, measure, and verify energy efficiency improvements. Through its relationship with existing customers, the District has learned that existing loads are continually optimized without measurement and verification practices in place. Due to the unique nature of data center loads, customers are incentivized to choose the most efficient hardware when regular updates are made. Because these improvements are happening naturally and cannot be claimed through the State's audit process for compliance with targets, the potential for savings in existing data center loads is excluded from the target and future potential estimates.
- Historic data center project savings have been significant, saving up to 10% of new data center total load. However, this historic savings amount cannot be applied to future load growth estimates due to the nature of how energy use is evolving for large data centers. Specifically, historic savings have been achieved through cooling measures as data centers have been housed inside buildings requiring specific HVAC equipment. New data centers are typically housed in containers or other non-building structures removing a large portion of the HVAC savings potential.
- Data center measures are largely cost-effective from the utility and ratepayer perspectives. The analysis does not explicitly evaluate the benefits and costs from a TRC perspective. Rather, due to their low incremental costs compared with savings potential, it is assumed that the measures are cost-effective from a total resource cost perspective.
- The District plans to update the data center savings potential every two years for the purposes of defining an accurate 2-year savings target based on planned new loads. Scenario analysis provides a range of potential savings over the longer-term study period.

If the growth in data centers continues, and the District is able to reduce future baseline energy use by 9%, the District can expect approximately 13.6 aMW in data center savings over the 20-year study period. However, the projected data center savings are adjusted for future program design changes. While the District has historically met a large share of its conservation targets with data center projects, the District plans to focus more effort on harder to reach residential customers in order to build out those programs and achieve the potential available in the residential sector. The reprioritization of programs introduces uncertainty in the acceptance of data center savings potential. Due to this uncertainty, data center potential is reduced by 50%. Additionally, there is uncertainty in the continued growth of this sector. The majority of measures are applied to data centers when a new customer comes online. However, the District's power supply is becoming constrained which may lead to a significant slow down in data center load growth. Because of these factors, the potential from future data centers has been scaled down compared to previous studies.

6.3.3.2 Other Industrial

The other 40% of the District's industrial load is composed primarily of food processing and chemical facilities. Lighting and HVAC measures comprise the majority of non-data center industrial potential (Figure 6-7). In Figure 6-7, the Other category is largely comprised of savings in refrigeration and fan systems, as well as smaller amounts of savings from compressed air and pump systems.

FIGURE 6-7: ANNUAL INDUSTRIAL COST-EFFECTIVE POTENTIAL BY END USE EXCLUDING DATA CENTERS

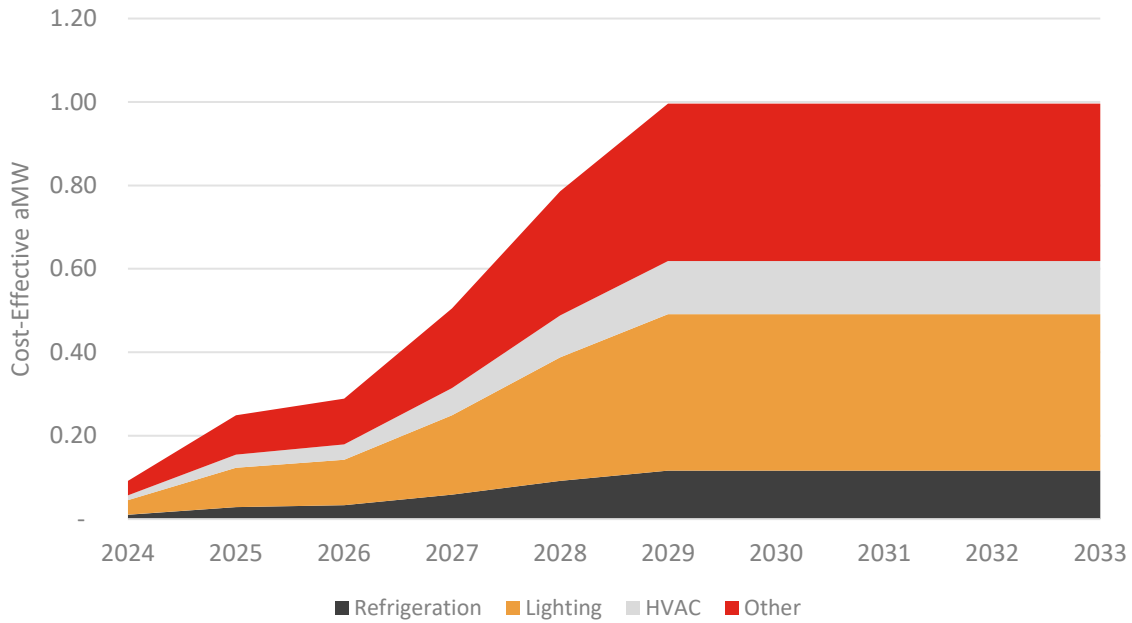
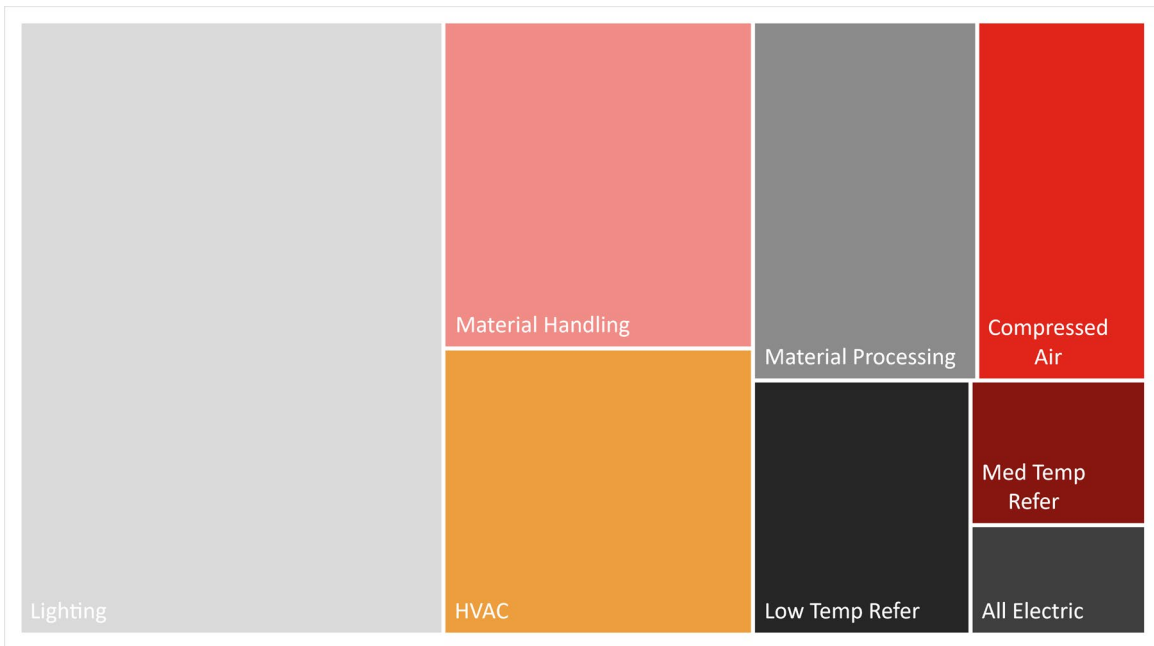


Figure 6-8 shows how the 10-year industrial potential breaks down by end use and measure categories.

FIGURE 6-8: INDUSTRIAL COST-EFFECTIVE POTENTIAL BY END USE AND MEASURE CATEGORY



The most impactful change in the industrial savings potential is the adjustment for recent program achievements. The District has completed over 2.8 aMW in energy efficiency projects since 2016. This is reflected in the updated results in the table below. Table 6-4 compares the potential estimated in this study to the 2021 assessment. The end use categories have been updated to align with the 2021 Plan Industrial Tool.

TABLE 6-4: COMPARISON INDUSTRIAL 20-YEAR ECONOMIC ACHIEVABLE POTENTIAL, AMW

End Use	2021 CPA	2023 CPA
Data Centers (2-year)	3.90	1.32
Compressed Air	0.43	1.45
Energy Project Management	1.70	NA
Fans	1.25	0.00
Food Processing	1.42	NA
Food Storage	1.74	NA
Hi-Tech	0.19	NA
Integrated Plant Energy Management	1.50	NA
Lighting	1.55	6.21
Material Handling	0.02	NA
Metals	0.01	NA
Municipal Sewage Treatment	0.26	NA
Paper	0.02	NA
Plant Energy Management	1.37	NA
Pumps	2.77	2.11
HVAC	NA	0.38
Low Temp Refrigeration	NA	1.32
Med Temp Refer	NA	0.61
All Electric	NA	0.46
Material Processing	NA	1.92
Material Handling	NA	2.42
Melting and Casting	NA	0.00
Other	NA	0.00
Total	14.26	17.82

6.3.4 Agriculture

Potential in agriculture is a product of total acres under irrigation in the District's service territory, number of pumps, and the number of farms. As shown in Figure 6-9, most of the cost-effective conservation potential is due to irrigation pump motors. There are some dairy farms in Grant County; however, most of the dairy efficiency measures were not cost-effective.

FIGURE 6-9: ANNUAL AGRICULTURE COST-EFFECTIVE POTENTIAL BY END USE

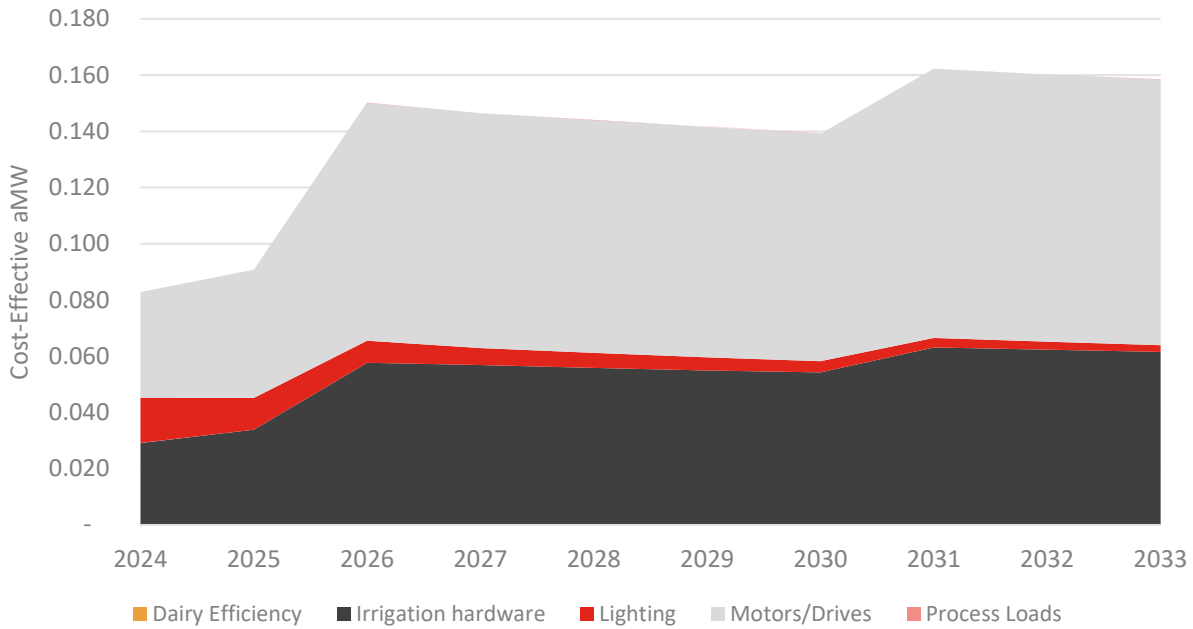


Table 6-5 compares the results of the 2021 CPA with this updated assessment.

TABLE 6-5: COMPARISON AGRICULTURAL 20-YEAR ECONOMIC ACHIEVABLE POTENTIAL, AMW

End Use	2021 CPA	2023 CPA	Discussion
Irrigation	1.03	1.06	Updated acreage
Lighting	0.09	0.07	Updated applicability
Dairy Efficiency/ Refrigeration	0.04	0.28	New measures
HVAC	NA	0.00	New measures not cost-effective.
Motors/Drives	0.16	1.60	Updated irrigation pump measures
Process Loads	NA	0.001	Added energy free stock tanks
Total	1.33	3.01	

6.4 COST

Budget costs can be estimated at a high level based on the incremental cost of the measures (Table 6-6). The assumptions in this estimate include 20 percent of measure cost for administrative costs and 35 percent of the incremental measure costs is assumed to be paid by the utility as incentives. A 20 percent allocation of measure costs to administrative expenses is a standard assumption for conservation programs. This figure was used in the Council’s 2021 Power Plan. The 35 percent utility-share of measure costs is used in all sectors except in the utility distribution efficiency category, where the District is likely to pay the entire cost of any measures implemented and no incentives will be paid. These assumptions are consistent with the District’s previous CPA.

This chart shows that the District can expect to spend over \$3.95 million to realize estimated non-data center savings over the next two years including program administration costs. The bottom row of Table 6-6 shows the cost per MWh of first year savings.

TABLE 6-6: UTILITY PROGRAM COSTS (2023\$) EXCLUDING DATA CENTERS

	2-Year	6-Year	10-Year	20-Year
Residential	\$800,000	\$1,780,000	\$6,350,000	\$12,960,000
Commercial	\$1,790,000	\$3,650,000	\$9,090,000	\$17,630,000
Industrial	\$1,020,000	\$3,390,000	\$20,620,000	\$49,290,000
Agricultural	\$340,000	\$900,000	\$2,740,000	\$5,480,000
Total	\$3,950,000	\$9,720,000	\$38,800,000	\$85,360,000
\$/First Year MWh	\$335	\$331	\$335	\$334

The cost estimates presented in this report are conservative estimates for future expenditures since they are based on historic values. Future conservation achievement may be more costly than historic conservation achievement since utilities often choose to implement the lowest cost programs first. In addition, as energy efficiency markets become more saturated, it may require more effort from the District to acquire conservation through its programs. Although not included in the above estimates, residential Low-Income programs are also significantly more costly to implement due to rebates being paid at 3 to 5 times the level of non-low-income residential programs. The additional effort may result in increased administrative costs.

TABLE 6-7: TRC LEVELIZED COST (2023\$/MWH) EXCLUDING DATA CENTERS

	2-Year	4-Year	10-Year	20-Year
Residential	\$52	\$52	\$53	\$57
Commercial	\$32	\$32	\$31	\$31
Industrial	\$49	\$49	\$49	\$49
Agricultural	\$18	\$17	\$17	\$17
Total	\$36	\$36	\$39	\$40

7 Scenario Results

The costs and savings discussed throughout the report thus far describe the Base Case avoided cost scenario. Under this scenario, annual potential for the planning period was estimated by applying assumptions that reflect the District's expected avoided costs. In addition, the Council's 20-year ramp rates were applied to each measure and then adjusted to more closely reflect the District's recent level of achievement.

Additional scenarios were developed to identify a range of possible outcomes that account for uncertainties over the planning period. In addition to the Base Case scenario, this assessment tested low and high scenarios to test the sensitivity of the results to different future avoided cost values. The avoided cost values in the low and high scenarios reflect values that are realistic and lower or higher, respectively, than the Base Case assumptions.

To understand the sensitivity of the identified savings potential to avoided cost values alone, three scenarios were modeled.

Table 7-1 summarizes the Base, Low, and High avoided cost input values. Relative to the values used in the 2021 CPA, many of the avoided cost assumptions have decreased including energy and capacity estimates. These changes reduced the 20-year potential estimate due to decreased cost-effectiveness.

Rather than using a single generic risk adder applied to each unit of energy, the Low and High avoided cost values consider lower and higher potential future values for each avoided cost input. These values reflect potential price risks based upon both the energy and capacity value of each measure. The final row tabulates the implied risk adders for the Low and High scenarios by summarizing all additions or subtractions relative to the Base Case values. Risk adders are provided in both energy and demand savings values. The first set of values is the maximum (or minimum in the case of negative values). The second set of risk adder values are the average values in energy terms. Further discussion of these values is provided in Appendix IV.

TABLE 7-1: AVOIDED COST ASSUMPTIONS BY SCENARIO, \$2023

	Base	Low	High
Energy	NWPCC April 2023 Baseline Price Forecast	10% Lower than NWPCC April 2023 Baseline Price Forecast	NWPCC April 2023 High Westside Demand
Social Cost of Carbon, \$/short ton	WAC 194-40-100 \$34/MWh	WAC 194-40-100 \$34/MWh	WAC 194-40-100 \$34/MWh
Avoided Cost of RPS Compliance	Included in Social Cost of Carbon		
Distribution System Credit, \$/kW-yr	\$8.53	\$8.53	\$8.53
Transmission System Credit, \$/kW-yr	\$3.83	\$3.83	\$3.83
Deferred Generation Capacity Credit, \$/kW-yr	\$104	\$0	\$143.18
Implied Risk Adder, 20-year Levelized \$/MWh \$/kW-yr	N/A	Average: -\$1/MWh and -\$104/kW-yr	Average: \$11/MWh and \$39/kW-year

Table 7-2 illustrates the growth assumptions modeled for each scenario.

	Residential	Commercial	Industrial	Data Centers	Population
Base	0.8%	1.15%	1.8%	3.0%	0.9%
Low	0.5%	0.5%	0.0%	1%	0.5%
High	2.5%	2%	3.0%	5%	2.5%

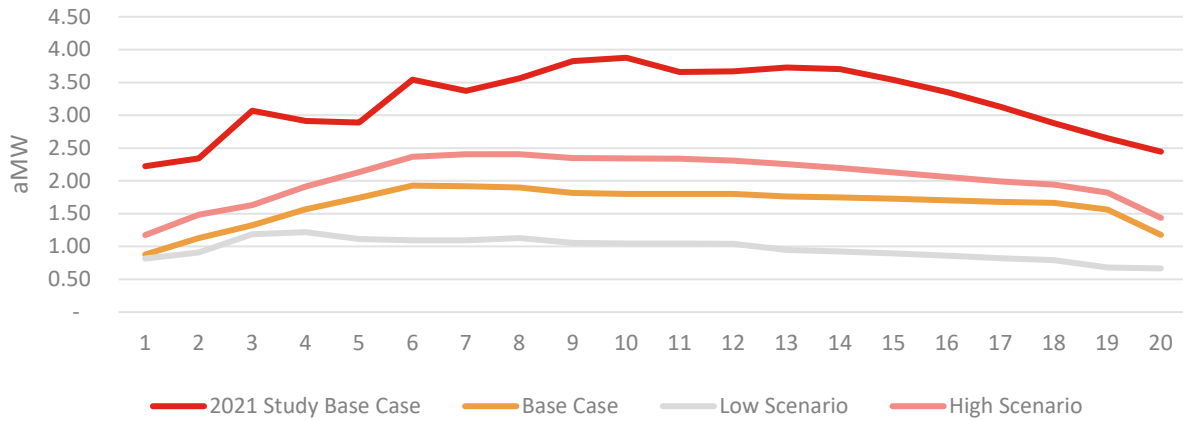
Table 7-3 summarizes results across each avoided input scenario, using Base Case load forecasts and measure acquisition rates.

TABLE 7-3: COST-EFFECTIVE POTENTIAL – AVOIDED COST SCENARIO COMPARISON

	2-Year	4-Year	10-Year	20-Year
Base Case	4.0	9.3	24.1	42.8
Low Scenario	3.7	8.5	18.8	29.5
High Scenario	4.6	19.2	28.3	50.8

Figure 7-1 compares the results of the scenario analysis with the base case from the 2021 assessment.

FIGURE 7-1: SCENARIO COMPARISON



In all cases, the 20-year economic achievable potential is lower compared with the 2021 study due to the factors described in this analysis including changes to the avoided cost, increased efficiency, data center growth, and historic achievements.

8 Summary

This report summarizes the results of the 2023 CPA conducted for the District. The assessment provides estimates of energy savings by sector for the period 2024 to 2043 with a focus on the first 10 years of the planning period, as required by the EIA. The assessment considered a wide range of conservation resources that are reliable, available, and cost effective within the 20-year planning period.

The cost-effective potential identified in this report is a low cost and low risk resource and helps to keep future electricity costs to a minimum. Additionally, conservation achievements inherently provide capacity savings to the District. Relative to the values used in the 2021 CPA, many of the avoided cost assumptions have decreased including energy value estimates. These changes reduced the 20-year potential estimate due to decreased cost-effectiveness.

8.1 METHODOLOGY AND COMPLIANCE WITH STATE MANDATES

The energy efficiency potential reported in this document is calculated using methodology consistent with the Council’s methodology for assessing conservation resources. Appendix III documents the development of conservation targets for each WAC 194-37-070 requirement and describes how each item was completed. Utility-specific data regarding customer characteristics, service-area composition, and historic conservation achievements were used, in conjunction with the measures identified by the Council, to determine available energy-efficiency potential. This close connection with the Council methodology enables compliance with the Washington EIA.

Three types of energy-efficiency potential were calculated: technical, achievable, and economic. Most of the results shown in this report are the economic potential, or the potential that is cost effective in the District’s service territory. The economic and achievable potential considers savings that will be captured through utility program efforts, market transformation and implementation of codes and standards. Often, realization of full savings from a measure will require efforts across all three areas. Historic efforts to measure the savings from codes and standards have been limited, but regional efforts to identify and track savings are increasing as they become an important component of the efforts to meet aggressive regional conservation targets.

8.2 CONSERVATION TARGETS

The EIA states that utilities must establish a biennial target that is “no lower than the qualifying utility’s pro rata share for that two-year period of its cost-effective conservation potential for the subsequent ten-year period.”¹⁰ However, the State Auditor’s Office has stated that:

The term pro-rata can be defined as equal portions but it can also be defined as a proportion of an “exactly calculable factor.” For the purposes of the Energy

¹⁰ RCW 19.285.040 Energy conservation and renewable energy targets.

Independence Act, a pro-rata share could be interpreted as an even 20 percent of a utility's 10-year assessment but state law does not require an even 20 percent.¹¹

The State Auditor's Office expects that qualifying utilities have analysis to support targets that are more or less than the 20 percent of the ten-year assessments. This document serves as support for the target selected by the District and approved by its Commission.

8.3 SUMMARY

This study shows a range of conservation target scenarios. These scenarios are estimates based on the set of assumptions detailed in this report and supporting documentation and models. Due to the uncertainties discussed in the Introduction section of this report, actual available and cost-effective conservation may vary from the estimates provided in this report.

¹¹ State Auditor's Office. Energy Independence Act Criteria Analysis. Pro-Rata Definition. CA No. 2011-03. https://www.sao.wa.gov/local/Documents/CA_No_2011_03_pro-rata.pdf.

9 References

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Appendix I – Acronyms

ALH – Average Load Hours
aMW – Average Megawatt
BCR – Benefit-Cost Ratio
BPA – Bonneville Power Administration
CETA – Clean Energy Transformation Act
CPA – Conservation Potential Assessment
DVR – Demand voltage reduction
EIA – Energy Independence Act
ERWH – Electric Resistance Water Heater
EUI – Energy Use Intensity
GPM – Gallons per minute
HLH – Heavy load hour energy
HPWH – Heat Pump Water Heater
HVAC – Heating, ventilation and air-conditioning
IRP – Integrated Resource Plan
kW – kilowatt
kWh – kilowatt-hour
LED – Light-emitting diode
LLH – Light load hour energy
MW – Megawatt
MWh – Megawatt-hour
NEEA – Northwest Energy Efficiency Alliance
NPV – Net Present Value
O&M – Operation and Maintenance
RPS – Renewable Portfolio Standard
RTF – Regional Technical Forum
TRC – Total Resource Cost
UC – Utility Cost

Appendix II – Glossary

7th Power Plan: Seventh Northwest Conservation and Electric Power Plan, Feb 2016. A regional resource plan produced by the Northwest Power and Conservation Council (Council).

2021 Power Plan: A regional resource plan produced by the Northwest Power and Conservation Council (Council). At the time of this study, the Final plan is scheduled to be released in early 2022.

Average Megawatt (aMW): Average hourly usage of electricity, as measured in megawatts, across all hours of a given day, month or year.

Avoided Cost: Refers to the cost of the next best alternative. For conservation, avoided costs are usually market prices.

Achievable Potential: Conservation potential that takes into account how many measures will actually be implemented after considering market barriers. For lost-opportunity measures, there is only a certain number of expired units or new construction available in a specified time frame. The Council assumes 85% of all measures are achievable. Sometimes achievable potential is a share of economic potential, and sometimes achievable potential is defined as a share of technical potential.

Cost Effective: A conservation measure is cost effective if the present value of its benefits is greater than the present value of its costs. The primary test is the Total Resource Cost test (TRC), in other words, the present value of all benefits is equal to or greater than the present value of all costs. All benefits and costs for the utility and its customers are included, regardless of who pays the costs or receives the benefits.

Economic Potential: Conservation potential that considers the cost and benefits and passes a cost-effectiveness test.

Levelized Cost: Resource costs are compared on a levelized-cost basis. Levelized cost is a measure of resource costs over the lifetime of the resource. Evaluating costs with consideration of the resource life standardizes costs and allows for a straightforward comparison.

Lost Opportunity: Lost-opportunity measures are those that are only available at a specific time, such as new construction or equipment at the end of its life. Examples include heat-pump upgrades, appliances, or premium HVAC in commercial buildings.

MW (megawatt): 1,000 kilowatts of electricity. The generating capacity of utility plants is expressed in megawatts.

Non-Lost Opportunity: Measures that can be acquired at any time, such as installing low-flow shower heads.

Northwest Energy Efficiency Alliance (NEEA): The alliance is a unique partnership among the Northwest region's utilities, with the mission to drive the development and adoption of energy-efficient products and services.

Northwest Power and Conservation Council “The Council”: The Council develops and maintains a regional power plan and a fish and wildlife program to balance the Northwest's environment and energy needs. Their three tasks are to: develop a 20-year electric power plan that will guarantee adequate and reliable energy at the lowest economic and environmental cost to the Northwest; develop a program to protect and rebuild fish and wildlife populations affected by hydropower development in the Columbia River Basin; and educate and involve the public in the Council's decision-making processes.

Regional Technical Forum (RTF): The Regional Technical Forum (RTF) is an advisory committee established in 1999 to develop standards to verify and evaluate conservation savings. Members are appointed by the Council and include individuals experienced in conservation program planning, implementation and evaluation.

Renewable Portfolio Standards: Washington state utilities with more than 25,000 customers are required to meet defined percentages of their load with eligible renewable resources by 2012, 2016, and 2020.

Retrofit (discretionary): Retrofit measures are those that can be replaced at any time during the unit's life. Examples include lighting, shower heads, pre-rinse spray heads, or refrigerator decommissioning.

Technical Potential: Technical potential includes all conservation potential, regardless of cost or achievability. Technical potential is conservation that is technically feasible.

Total Resource Cost Test (TRC): This test is used by the Council and nationally to determine whether or not conservation measures are cost effective. A measure passes the TRC if the ratio of the present value of all benefits (no matter who receives them) to the present value of all costs (no matter who incurs them) is equal to or greater than one.

Appendix III – Documenting Conservation Targets

References:

- 1) Report – “Grant County PUD Amended Conservation Potential Assessment: 2024-2043”.
Final Report – May 3, 2024.
- 2) Model – “Amended 2023-Grant PUD-CPA – Base Case.xlsm” and supporting files
 - a. MC_and_Loadshape-GCPUD-Base.xlsm – referred to as “MC and Loadshape file” – contains price and load shape data

WAC 194-37-070 Documenting Development of Conservation Targets; Utility Analysis Option		
NWPCC Methodology	EES Consulting Procedure	Reference
<p>a) Technical Potential: Determine the amount of conservation that is technically feasible, considering measures and the number of these measures that could physically be installed or implemented, without regard to achievability or cost.</p>	<p>The model includes estimates for stock (e.g. number of homes, square feet of commercial floor area, industrial load) and the number of each measure that can be implemented per unit of stock. The technical potential is further constrained by the amount of stock that has already completed the measure.</p>	<p>Model – the technical potential is calculated as part of the achievable potential, described below.</p>
<p>b) Achievable Potential: Determine the amount of the conservation technical potential that is available within the planning period, considering barriers to market penetration and the rate at which savings could be acquired.</p>	<p>The assessment conducted for the District used ramp rate curves to identify the amount of achievable potential for each measure. Those assumptions are for the 20-year planning period. An additional factors ranging from 85% to 95% were included to account for market barriers in the calculation of achievable potential. This factor comes from a study conducted in Hood River where home weatherization measures were offered for free and program administrators were able to reach more than 85% of home owners.</p>	<p>Model – the use of these factors can be found on the sector measure tabs, such as ‘Residential Measures’. Additionally, the complete set of ramp rates used can be found on the ‘Ramp Rates’ tab.</p>

WAC 194-37-070 Documenting Development of Conservation Targets; Utility Analysis Option		
NWPCC Methodology	EES Consulting Procedure	Reference
c) Economic Achievable Potential: Establish the economic achievable potential, which is the conservation potential that is cost-effective, reliable, and feasible, by comparing the total resource cost of conservation measures to the cost of other resources available to meet expected demand for electricity and capacity.	Benefits and costs were evaluated using multiple inputs; benefit was then divided by cost. Measures achieving a benefit-cost ratio greater than one were tallied. These measures are considered achievable and cost-effective (or economic).	Model – Benefit-Cost ratios are calculated at the individual level by ProCost and passed up to the model.
d) Total Resource Cost: In determining economic achievable potential, perform a life-cycle cost analysis of measures or programs	The life-cycle cost analysis was performed using the Council’s ProCost model. Incremental costs, savings, and lifetimes for each measure were the basis for this analysis. The Council and RTF assumptions were utilized.	Model – supporting files include all of the ProCost files used in the 2021 Power Plan. The life-cycle cost calculations and methods are identical to those used by the Council.
e) Conduct a total resource cost analysis that assesses all costs and all benefits of conservation measures regardless of who pays the costs or receives the benefits	Cost analysis was conducted per the Council’s methodology. Capital cost, administrative cost, annual O&M cost and periodic replacement costs were all considered on the cost side. Energy, non-energy, O&M and all other quantifiable benefits were included on the benefits side. The Total Resource Cost (TRC) benefit cost ratio was used to screen measures for cost-effectiveness (i.e., those greater than one are cost-effective).	Model – the “Measure Info Rollup” files pull in all the results from each avoided cost scenario, including the BC ratios from the ProCost results. These results are then linked to by the Conservation Potential Assessment model. The TRC analysis is done at the lowest level of the model in the ProCost files.
f) Include the incremental savings and incremental costs of measures and replacement measures where resources or measures have different measure lifetimes	Savings, cost, and lifetime assumptions from the Council’s Final 2021 Power Plan Supply Curves, and RTF were used.	Model – supporting files include all of the ProCost files used in the 2021 Plan, with later updates made by the RTF. The life-cycle cost calculations and methods are identical to those used by the Council.

WAC 194-37-070 Documenting Development of Conservation Targets; Utility Analysis Option

NWPC Methodology	EES Consulting Procedure	Reference
g) Calculate the value of energy saved based on when it is saved. In performing this calculation, use time differentiated avoided costs to conduct the analysis that determines the financial value of energy saved through conservation	The Council's 2021 Power Plan measure load shapes were used to calculate time of day of savings and measure values were weighted based upon peak and off-peak pricing. This was handled using the Council's ProCost tool, so it was handled in the same way as the 2021 Power Plan models.	Model – See MC_AND_LOADSHAPE files for load shapes. The ProCost files handle the calculations.
h) Include the increase or decrease in annual or periodic operations and maintenance costs due to conservation measures	Operations and maintenance costs for each measure were accounted for in the total resource cost per the Council's assumptions.	Model – the ProCost files contain the same assumptions for periodic O&M as the Council and RTF.
i) Include avoided energy costs equal to a forecast of regional market prices, which represents the cost of the next increment of available and reliable power supply available to the utility for the life of the energy efficiency measures to which it is compared	The Council's April 2023 Baseline market price forecast was used to value energy in the Base Case Scenario.	Report –See Appendix IV. Model – See MC_AND_LOADSHAPE files ("2021P Electric Mid" worksheet).
j) Include deferred capacity expansion benefits for transmission and distribution systems	Deferred transmission capacity expansion benefits were given a benefit of \$3.83/kW-year in the cost-effectiveness analysis. A distribution system credit of \$8.83/kW-year was also used (\$2023). These values were developed by the Council in preparation for the 2021 Power Plan.	Model – this value can be found on the ProData page of each ProCost file.
k) Include deferred generation benefits consistent with the contribution to system peak capacity of the conservation measure	Deferred generation capacity expansion benefits were given a value of \$104/kW-year in the cost effectiveness analysis for the Base Case Scenario. This is based upon the District's marginal cost for generation capacity. See Appendix IV for further discussion of this value.	Model – this value can be found on the ProData page of the ProCost V.4.006 ProData page.
l) Include the social cost of carbon emissions from avoided non-conservation resources	This CPA uses the social cost of carbon values specified in WAC 194-40-100	The MC_AND_LOADSHAPE files contain the carbon cost assumptions for each avoided cost scenario.

**WAC 194-37-070 Documenting Development of Conservation
Targets; Utility Analysis Option**

NWPCC Methodology	EES Consulting Procedure	Reference
m) Include a risk mitigation credit to reflect the additional value of conservation, not otherwise accounted for in other inputs, in reducing risk associated with costs of avoided non-conservation resources	In this analysis, risk was considered by varying avoided cost inputs and analyzing the variation in results. Rather than an individual and non-specific risk adder, our analysis included a range of possible values for each avoided cost input.	The scenarios section of the report documents the inputs used and the results associated. Appendix IV discusses the risk adders used in this analysis.
n) Include all non-energy impacts that a resource or measure may provide that can be quantified and monetized	Quantifiable non-energy benefits were included where appropriate. Assumptions for non-energy benefits are the same as in the Council's 2021 Power Plan. Non-energy benefits include, for example, water savings from clothes washers.	Model – the ProCost files contain the same assumptions for non-power benefits as the Council and RTF. The calculations are handled in ProCost.
o) Include an estimate of program administrative costs	Total costs were tabulated and an estimated 20% of the total was assigned as the administrative cost. This value is consistent with regional average and BPA programs. The 20% value was used in the Fifth, Sixth, Seventh Power plans and 2021 Power Plan.	Model – this value can be found on the ProData page of the ProCost V.4.006 ProData page.
p) Include the cost of financing measures using the capital costs of the entity that is expected to pay for the measure	Costs of financing measures were included utilizing the same assumptions from the 2021 Power Plan.	Model – this value can be found on the ProData page of the ProCost V.4.006 ProData page.
q) Discount future costs and benefits at a discount rate equal to the discount rate used by the utility in evaluating non-conservation resources	Discount rates were applied to each measure based upon the Council's methodology. A real discount rate of 3.75% was used, based on the Council's most recent analyses in support of the 2021 Power Plan.	Model – this value can be found on the ProData page of the ProCost V.4.006 ProData page.
r) Include a ten percent bonus for the energy and capacity benefits of conservation measures as defined in 16 U.S.C. § 839a of the Pacific Northwest Electric Power Planning and Conservation Act	A 10% bonus was added to all measures in the model parameters per the Conservation Act.	Model – this value can be found on the ProData page of the ProCost V.4.006 ProData page.

Appendix IV – Avoided Cost and Risk Exposure

The 2023 District (District) Conservation Potential Assessment (CPA) was conducted for the period 2024 through 2043 as required under RCW 19.285 and WAC 194.37. According to WAC 197.37.070, the District must evaluate the cost-effectiveness of conservation by setting avoided energy costs equal to a forecast of regional market prices. In addition, several other components of the avoided cost of energy efficiency savings must be evaluated including generation capacity value, transmission and distribution costs, risk, and the social cost of carbon.

This appendix describes each of the avoided cost assumptions and provides a range of values that were evaluated in the 2021 CPA. The 2023 CPA considers three avoided cost scenarios: Base, Low, and High. Each of these is discussed below.

Avoided Energy Value

For the purposes of the 2023, EES used the Council’s April 2023 market price forecasts. The Baseline forecast is used in the Base and Low scenarios. This price forecast reflects the large amount of renewable energy forecast to come online in the next 20 years. The high scenario assumes the High Westside Demand forecast scenario developed by the Council. In this scenario, electricity demand is increased on the West side of the Region due to aggressive electrification goals.

Avoided Cost Adders and Risk

From a total resource cost perspective, energy efficiency provides multiple benefits beyond the avoided cost of energy. These include deferred capital expenses on generation, transmission, and distribution capacity; as well as the reduction of required renewable energy credit (REC) purchases, avoided social costs of carbon emissions, and the reduction of utility resource portfolio risk exposure. Since energy efficiency measures provide both peak demand and energy savings, these other benefits are monetized as value per unit of either kWh or kW savings.

FIGURE IV-1: OVERVIEW OF PORTFOLIO REQUIREMENTS

Energy-Based	Capacity Based
<ul style="list-style-type: none"> • Social Cost of Carbon • Renewable Energy Credits • GHG-Free or Neutral Resources • Risk Reduction Premium 	<ul style="list-style-type: none"> • Generation Capacity Deferral • Transmission Capacity Deferral • Distribution Capacity Deferral

The estimated values and associated uncertainties for these avoided cost components are based on relevant portfolio requirements from the Clean Energy Transformation Act (CETA). The timeline below summarizes the relevant milestones for portfolio planning. The type of energy the District will need to procure is based on these requirements; therefore, the requirements set the avoided cost as it relates to capacity, renewable, and GHG-free power supply.

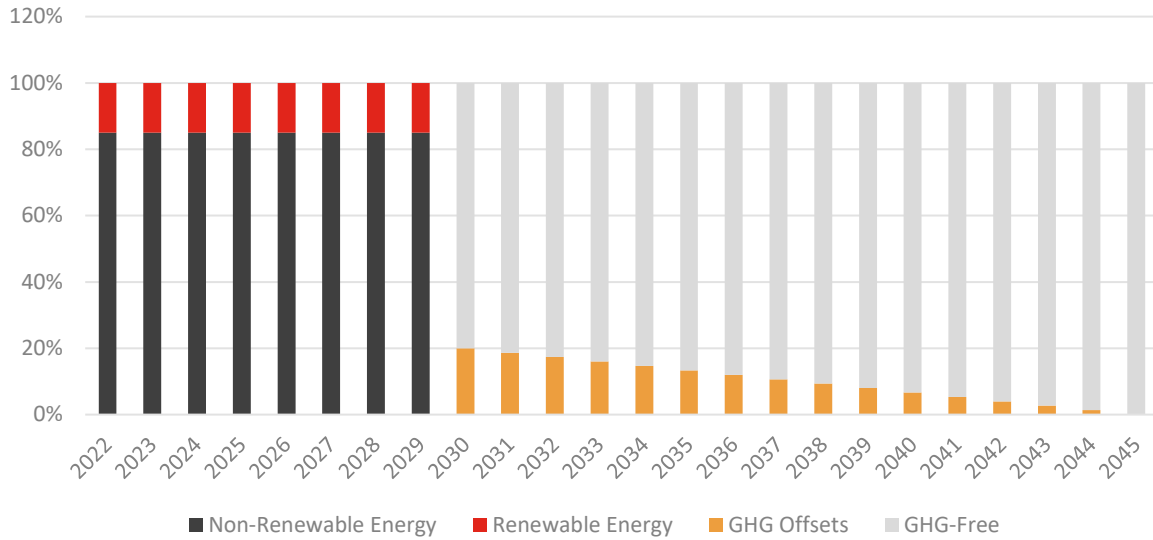
FIGURE IV-2: OVERVIEW OF PORTFOLIO REQUIREMENTS

Through 2030, the District must meet the renewable portfolio standard (RPS) set for Washington State Utilities of 15% of the system load. The RPS can be met through either bundled or unbundled RECs. Next, CETA establishes a 100% GHG neutral requirement by 2030. The requirement states that at least 80% of a utility’s portfolio must be sourced directly from either renewable¹² or non-emitting resources.¹³ A utility may then meet the mandate by purchasing no more than 20% of its portfolio in offsets such as unbundled REC purchases. The offsets will then be phased out by 2045 as shown in Figure IV-3.

¹² Renewable resources include water, wind, solar energy, geothermal, renewable natural gas, renewable hydrogen, wave, ocean or tidal power, and biodiesel not derived from crops raised on land cleared from old growth forest or first growth, or biomass. (Chapter 173-444 WAC available at: <https://ecology.wa.gov/DOE/files/c0/c08b45ae-7140-4b30-a3c2-faf8aa042651.pdf>).

¹³ Non-emitting resources are those that generate electricity, or provide capacity of ancillary services to an electric utility that do not emit greenhouse gases as a by-product. *See id.*

FIGURE IV-3: SUMMARY OF RPS AND CETA PORTFOLIO REQUIREMENTS



Social Cost of Carbon

The social cost of carbon is a cost that society incurs when fossil fuels are burned to generate electricity. Both the EIA rules and CETA requires that CPAs include the social cost of carbon when evaluating cost effectiveness using the total resource cost test (TRC). CETA further specifies the social cost of carbon values to be used in conservation and demand response studies. These values are shown in Table IV-1 below.

TABLE IV-1: SOCIAL COST OF CARBON VALUES¹⁴

Year in Which Emissions Occur or Are Avoided	Social Cost of Carbon Dioxide (in 2007 dollars per metric ton)	Social Cost of Carbon Dioxide (in 2018 dollars per metric ton)
2020	\$62	\$74
2025	\$68	\$81
2030	\$73	\$87
2035	\$78	\$93
2040	\$84	\$100
2045	\$89	\$106
2050	\$95	\$113

¹⁴ WAC 194-40-100. Available at: <https://apps.leg.wa.gov/wAc/default.aspx?cite=194-40-100&pdf=true>.

According to WAC 194-40-110, values may be adjusted for any taxes, fees or costs incurred by utilities to meet portfolio mandates.¹⁵ For example, the social cost of carbon is the full value of carbon emissions which includes the cost to utilities and ratepayers associated with moving to non-emitting resources. Rather than adjust the social cost of carbon for the cost of RECs or renewable energy, the values for RECS and renewable energy are excluded from the analysis to avoid double counting.

The emissions intensity of the marginal resource (market) is used to determine the \$/MWh value for the social cost of carbon. Ecology states that unspecified resources should be given a carbon intensity value of 0.437 metric tons of CO₂e/MWh of electricity (0.874 lbs/kWh).¹⁶ This is an average annual value applied to in all months in the conservation potential model.¹⁷

Avoided Renewable Energy Purchases

Renewable energy purchases need to meet both RPS and CETA and can be avoided through conservation. Utilities may meet Washington RPS through either bundled energy purchases such as purchasing the output of a wind resource where the non-energy attributes remain with the output, or they may purchase unbundled RECs.

As stated above, the value of avoided renewable energy credit purchases resulting from energy efficiency is accounted for within the social cost of carbon construct. The social cost of carbon already considers the cost of moving from an emitting resource to a non-emitting resource. Therefore, it is not necessary to include an additional value for renewable energy purchases prior to 2045 when all energy must be non-emitting or renewable.

Beginning in 2045, the social cost of carbon may no longer be an appropriate adder in resource planning. However, prior to 2045 utilities may still use offsets to meet CETA requirements. Since the study period of this evaluation ends prior to 2045, the avoided social cost of carbon is included in each year. For future studies that extend to 2045 and beyond, it would be appropriate to include renewable energy or non-emitting resource costs as the avoided cost of energy rather than market plus the social cost of carbon.

Risk Adder

In general, the risk that any utility faces is that energy efficiency will be undervalued, either in terms of the value per kWh or per kW of savings, leading to an under-investment in energy efficiency and exposure to higher market prices or preventable investments in infrastructure. The converse risk—an over-valuing of energy and subsequent over-investment in energy efficiency—is also possible, albeit less likely. For example, an over-investment would occur if an assumption is made that economies will remain basically the same as they are today, and subsequent sector shifts or economic downturns cause large industrial

¹⁵ WAC 194-40-110 (b).

¹⁶ WAC 173-444-040 (4).

¹⁷ The seasonal nature of carbon intensity is not modeled due to the prescriptive annual value established by Ecology in WAC 173-444-040.

customers to close their operations. Energy efficiency investments in these facilities may not have been in place long enough to provide the anticipated low-cost resource.

In order to address risk, the Council develops a risk adder (\$/MWh) for its cost-effectiveness analysis of energy efficiency measures. This adder represents the value of energy efficiency savings not explicitly accounted for in the avoided cost parameters. The risk adder is included to ensure an efficient level of investment in energy efficiency resources under current planning conditions. Specifically, in cases where the market price has been low compared to historic levels, the risk adder accounts for the likely possibility that market prices will increase above current forecasts.

The value of the risk adder has varied depending on the avoided cost input values. The adder is the result of stochastic modeling and represents the lower risk nature of energy efficiency resources. In the Sixth Power Plan the risk adder was significant (up to \$50/MWh for some measures). In the Seventh Power Plan the risk adder was determined to be \$0/MWh after the addition of the generation capacity deferral credit. The 2021 Power Plan used the same methodology as the Seventh Plan. While the Council uses stochastic portfolio modeling to value the risk credit, utilities conduct scenario and uncertainty analysis. The scenarios modeled in the District's CPA include an inherent value for the risk credit such as higher market prices due to a number of factors including electrification, and increased renewables integrated onto the grid.

For the District's 2023 CPA, the avoided cost parameters have been estimated explicitly, and a scenario analysis is performed. Therefore, no risk adder was used for the base case. Variation in other avoided cost inputs covers a range of reasonable outcomes and is sufficient to identify the sensitivity of the cost-effective energy efficiency potential to a range of outcomes. The scenario results present a range of cost-effective energy efficiency potential, and the identification of the District's biennial target based on the range modeled is effectively selecting the utility's preferred risk strategy and associated risk credit.

Deferred Transmission and Distribution System Investment

Energy efficiency measure savings reduce capacity requirements on both the transmission and distribution systems. The Council's 2021 Power assumes these avoided costs are \$3.83/kW-year and \$8.5/kW-year for transmission and distribution systems, respectively (\$2023).¹⁸ These assumptions are used in all scenarios in the CPA.

Deferred Investment in Generation Capacity

Beginning in October 2023, the District will be a load following customer of BPA. As a load following customer, the District's avoided cost of capacity is built into BPA's preference rates. BPA demand rates

¹⁸ Northwest Power and Conservation Council Memorandum to the Power Committee Members. Subject; Updated Transmission & Distribution Deferral Value for the 2021 Power Plan. March 5, 2019. Available at: https://www.nwcouncil.org/sites/default/files/2019_0312_p3.pdf.

are escalated 3% each rate period (every two years).¹⁹ Over the 20-year analysis period, the resulting cost of avoided capacity is \$104/kW-year (2023\$) in levelized terms.

In the Council’s 2021 Power Plan,²⁰ a generation capacity value of \$143/kW-year was explicitly calculated (\$2023). This value is used in the high scenario.

Summary of Scenario Assumptions

Table IV-2 summarizes the recommended scenario assumptions. The Base Case represents the most likely future.

TABLE IV-2: AVOIDED COST ASSUMPTIONS BY SCENARIO, \$2023

	Base	Low	High
Energy	NWPCC April 2023 Baseline Price Forecast	10% lower than NWPCC April 2023 Price Forecast	NWPCC April 2023 High Westside Demand
Social Cost of Carbon, \$/short ton	WAC 194-40-100 \$34/MWh	WAC 194-40-100 \$34/MWh	WAC 194-40-100 \$34/MWh
Avoided Cost of RPS Compliance	Included in Social Cost of Carbon		
Distribution System Credit, \$/kW-yr	\$8.53	\$8.53	\$8.53
Transmission System Credit, \$/kW-yr	\$3.83	\$3.83	\$3.83
Deferred Generation Capacity Credit, \$/kW-yr	\$104	\$0	\$143.18
Implied Risk Adder, 20-year Levelized \$/MWh \$/kW-yr	N/A	Average: -\$1/MWh and -\$104/kW-yr	Average: \$11/MWh and \$39/kW-year

¹⁹ BP-24 Rate Proceeding. July 2023. BP-24-A-02-AP01 Available online: <https://www.bpa.gov/-/media/Aep/rates-tariff/bp-24/Final-Proposal/Appendix-BFinal-Proposal-Power-Rate-Schedules-and-GRSPsBP24A02AP01Rev-1.pdf>.

²⁰ <https://www.nwcouncil.org/energy/powerplan/7/home/>.

Appendix V – Ramp Rate Documentation

This section is intended to document how ramp rates were adjusted to align near term potential with recent achievements of the District programs.

Modelling work began with the 2021 Power Plan ramp rate assignments for each measure. The District’s program achievements from 2020 and estimates for 2021 were compared at a sector level with the first two years of the study period, 2024-2025. This allowed for the identification of sectors where ramp rate adjustments may be necessary.

Table V-1 below shows the results of the comparison by sector after ramp rate adjustments were made.

TABLE V-1 COMPARISON OF SECTOR LEVEL PROGRAM ACHIEVEMENT AND POTENTIAL (AMW)

	Program History				CPA Potential	
	2020	2021	2022*	20-'22 Avg	2024	2025
Residential	0.12	0.12	0.12	0.12	0.08	0.09
Commercial	0.19	0.40	0.09	0.23	0.30	0.36
Industrial (Excluding Data Centers)	0.14	0.94	0.14	0.40	0.09	0.25
Agricultural	0.00	0.00	0.00	0.00	0.08	0.10
NEEA	0.64	0.69	0.13	0.49		
Total	1.08	2.17	0.50	1.25	0.55	0.80

**Projected*

When viewing the achievement and potential at the sector level, adjustments were found to be necessary in the residential and commercial sectors. The 2021 Power Plan ramp rates were found to be a good match for the District programs in the, agricultural sectors. The draft 2021 Power Plan assigns a fast ramp rate to exterior commercial lighting. The ramp rate for these measures was adjusted to smooth potential over the 20-year period (moving from Fast 80 to 20-year ramp rates. This adjustment accounts for COVID impacts in supply chain and program participation observed in 2020 and continuing into 2023. The 2021 Power Plan documents do not consider COVID impacts, therefore, it is appropriate to make the adjustments to the potential in the near-term for purposes of target setting.

Industrial sector savings (non-data center) is adjusted to reflect lower adoption rates in the near term. The District plans industrial energy efficiency projects taking advantage of when data center customers are working on projects. Due to the program funding available and staffing, the District plans to achieve a large share of its biennial savings from data center projects leaving fewer resources for non-datea center industrial programs.

Appendix VI – Measure List

This appendix provides a high-level measure list of the energy efficiency measures evaluated in the 2023 CPA. The CPA evaluated thousands of measures; the measure list does not include each individual measure; rather it summarizes the measures at the category level, some of which are repeated across different units of stock, such as single family, multifamily, and manufactured homes. Specifically, utility conservation potential is modeled based on incremental costs and savings of individual measures. Individual measures are then combined into measure categories to more realistically reflect utility-conservation program organization and offerings. For example, single family attic insulation measures are modeled for a variety of upgrade increments: R-0 to R-38, R-0 to R-49, or R-19 to R-38. The increments make it possible to model measure savings and costs at a more precise level. Each of these individual measures are then bundled across all housing types to result in one measure group: attic insulation.

The following tables list the conservation measures (at the category level) that were used to model conservation potential presented in this report. Measure data was sourced from the Council’s 2021 Plan workbooks. Please note that some measures may not be applicable to an individual utility’s service territory based on characteristics of the utility’s customer sectors.

Table VI-1 Residential End Uses and Measures		
End Use	Measures/Categories	Data Source
Appliances	Heat Pump Clothes Dryer	2021 Power Plan
	Clothes Dryer	2021 Power Plan
	Oven	2021 Power Plan
Electronics	Advanced Power Strips	2021 Power Plan
	Desktop	2021 Power Plan
	Laptop	2021 Power Plan
	Monitor	2021 Power Plan
	Air Cleaners	2021 Power Plan
Food Preparation	Electric Oven	2021 Power Plan
	Microwave	2021 Power Plan
HVAC	Air Source Heat Pump	2021 Power Plan
	Controls, Commissioning, and Sizing	2021 Power Plan
	Central Air Conditioning	2021 Power Plan
	Ductless Heat Pump	2021 Power Plan
	Ducted Heat Pump	2021 Power Plan
	Duct Sealing	2021 Power Plan
	Ground Source Heat Pump	2021 Power Plan
	Heat Recovery Ventilation	2021 Power Plan
	Attic Insulation	2021 Power Plan
	Floor Insulation	2021 Power Plan
	Wall Insulation	2021 Power Plan
	Windows	2021 Power Plan
	Cellular Shades	2021 Power Plan
Whole House Fan	2021 Power Plan	
Wi-Fi Enabled Thermostats	2021 Power Plan	
Lighting	Linear Fluorescent Lighting	2021 Power Plan
	Floor/Table Lamps	2021 Power Plan
	Ceiling and Wall Flush Mount	2021 Power Plan

Table VI-1 Residential End Uses and Measures		
End Use	Measures/Categories	Data Source
	Downlight Fixture	2021 Power Plan
	Exterior Porch	2021 Power Plan
	Linear Porch	2021 Power Plan
	Track Lighting	2021 Power Plan
	Linear Base	2021 Power Plan
	Decorative Base	2021 Power Plan
Refrigeration	Freezer	2021 Power Plan
	Refrigerator	2021 Power Plan
Water Heating	Aerator	2021 Power Plan
	Water Heater Pipe Insulation	2021 Power Plan
	Clothes Washer	2021 Power Plan
	Dishwasher	2021 Power Plan
	Heat Pump Water Heater	2021 Power Plan
	Showerheads	2021 Power Plan
	Solar Water Heater	2021 Power Plan
	Circulator Controls	2021 Power Plan
	Thermostatic Valve	2021 Power Plan
	Wastewater Heat Recovery	2021 Power Plan
Whole Building	EV Charging Equipment	2021 Power Plan
	Behavior	2021 Power Plan
	Well Pump	2021 Power Plan

Table VI-2 Commercial End Uses and Measures		
End Use	Measures/Categories	Data Source
Compressed Air	Controls, Equipment, & Demand Reduction	2021 Power Plan
Electronics	Desktop Computer	2021 Power Plan
	Laptop Computer	2021 Power Plan
	Smart Plug Power Strips	2021 Power Plan
	Data Center Measures	2021 Power Plan
Food Preparation	Combination Ovens	2021 Power Plan
	Convection Ovens	2021 Power Plan
	Fryers	2021 Power Plan
	Hot Food Holding Cabinet	2021 Power Plan
	Steamer	2021 Power Plan
	Pre-Rinse Spray Valve	2021 Power Plan
HVAC	Advanced Rooftop Controller	2021 Power Plan
	Chiller Upgrade	2021 Power Plan
	Commercial Energy Management	2021 Power Plan
	Demand Control Ventilation	2021 Power Plan
	Ductless Heat Pumps	2021 Power Plan
	Economizers	2021 Power Plan
	Secondary Glazing Systems	2021 Power Plan
	Variable Refrigerant Flow	2021 Power Plan
	Web-Enabled Programmable Thermostat	2021 Power Plan
	Fans	2021 Power Plan
PTPH	2021 Power Plan	
Lighting	Bi-Level Stairwell Lighting	2021 Power Plan
	Exterior Building Lighting	2021 Power Plan
	Exit Signs	2021 Power Plan
	Lighting Controls	2021 Power Plan
	Interior Lighting	2021 Power Plan
	Garage Lighting	2021 Power Plan
	Street & Roadway Lighting	2021 Power Plan
Motors/Drives	ECM for Variable Air Volume	2021 Power Plan
	Motor Rewinds	2021 Power Plan
Process Loads	Municipal Water Supply	2021 Power Plan
Refrigeration	Grocery Refrigeration Bundle	2021 Power Plan
	Freezer	2021 Power Plan
Water Heating	Commercial Clothes Washer	2021 Power Plan
	Showerheads	2021 Power Plan
	Clean Water Pumps	2021 Power Plan
	Heat Pump Water Heaters	2021 Power Plan
	Circulator Pumps	2021 Power Plan
Process Loads	Elevators	2021 Power Plan
	Engine Block Heater Control	2021 Power Plan

**Table VI-3
Industrial End Uses and Measures**

End Use	Measures/Categories	Data Source
Compressed Air	Air Compressor Equipment	2021 Power Plan
	Demand Reduction	2021 Power Plan
Energy Management	Air Compressor Optimization	2021 Power Plan
	Energy Project Management	2021 Power Plan
	Fan Energy Management	2021 Power Plan
	Fan System Optimization	2021 Power Plan
	Cold Storage Tune-up	2021 Power Plan
	Chiller Optimization	2021 Power Plan
	Integrated Plant Energy Management	2021 Power Plan
	Plant Energy Management	2021 Power Plan
	Pump Energy Management	2021 Power Plan
	Pump System Optimization	2021 Power Plan
Fans	Efficient Centrifugal Fan	2021 Power Plan
	Fan Equipment Upgrade	2021 Power Plan
Hi-Tech	Clean Room Filter Strategy	2021 Power Plan
	Clean Room HVAC	2021 Power Plan
	Chip Fab: Eliminate Exhaust	2021 Power Plan
	Chip Fab: Exhaust Injector	2021 Power Plan
	Chip Fab: Reduce Gas Pressure	2021 Power Plan
	Chip Fab: Solid State Chiller	2021 Power Plan
Lighting	Efficient Lighting	2021 Power Plan
	High-Bay Lighting	2021 Power Plan
	Lighting Controls	2021 Power Plan
Low & Medium Temp Refrigeration	Food: Cooling and Storage	2021 Power Plan
	Cold Storage Retrofit	2021 Power Plan
	Grocery Distribution Retrofit	2021 Power Plan
Material Handling	Material Handling Equipment	2021 Power Plan
	Material Handling VFD	2021 Power Plan
Metals	New Arc Furnace	2021 Power Plan
Misc.	Synchronous Belts	2021 Power Plan
	Food Storage: CO2 Scrubber	2021 Power Plan
	Food Storage: Membrane	2021 Power Plan
Motors	Motor Rewinds	2021 Power Plan
Paper	Efficient Pulp Screen	2021 Power Plan
	Material Handling	2021 Power Plan
	Premium Control	2021 Power Plan
	Premium Fan	2021 Power Plan
Process Loads	Municipal Sewage Treatment	2021 Power Plan
Pulp	Efficient Agitator	2021 Power Plan
	Effluent Treatment System	2021 Power Plan
	Premium Process	2021 Power Plan
	Refiner Plate Improvement	2021 Power Plan
	Refiner Replacement	2021 Power Plan
Pumps	Equipment Upgrade	2021 Power Plan
Transformers	New/Retrofit Transformer	2021 Power Plan
Wood	Hydraulic Press	2021 Power Plan
	Pneumatic Conveyor	2021 Power Plan

**Table VI-3
Agriculture End Uses and Measures**

End Use	Measures/Categories	Data Source
Dairy Efficiency	Efficient Lighting	2021 Power Plan
	Milk Pre-Cooler	2021 Power Plan
	Vacuum Pump	2021 Power Plan
Irrigation	Low Energy Sprinkler Application	2021 Power Plan
	Irrigation Hardware	2021 Power Plan
	Line Pressure Reduction	2021 Power Plan
Lighting	Agricultural Lighting	2021 Power Plan
Process Loads	Circulating Block Heater for Back -Up Generator	2021 Power Plan
	Energy Free Stock Tank	2021 Power Plan
Motors/Drives	Green Motor Rewinds	2021 Power Plan

**Table VI-4
Distribution Efficiency End Uses and Measures**

End Use	Measures/Categories	Data Source
Distribution Efficiency	ECM-1 LDC Voltage Control without VVO & AMI	2021 Power Plan
	ECM-2 & ECM 3 LDC Voltage Control with VVO & AMI	2021 Power Plan

Appendix VII –Energy Efficiency Potential by End-Use

Table VII-1				
Residential Economic Potential (aMW)				
	2 Year	4 Year	10 Year	20 Year
Dryer	0.01	0.01	0.02	0.04
Electronics	0.00	0.00	0.00	0.00
Food Preparation	0.00	0.00	0.00	0.00
HVAC	0.09	0.20	0.73	1.71
Lighting	0.00	0.02	0.17	0.30
Refrigeration	0.00	0.01	0.02	0.05
Water Heating	0.07	0.15	0.51	1.01
Whole Bldg/Meter Level	0.00	0.00	0.00	0.00
Total	0.17	0.38	1.47	3.12

Table VII-2				
Commercial Economic Potential (aMW)				
	2 Year	4 Year	10 Year	20 Year
Compressed Air	0.00	0.00	0.00	0.00
Electronics	0.00	0.00	0.00	0.00
Food Preparation	0.02	0.05	0.11	0.18
HVAC	0.08	0.16	0.37	0.63
Lighting	0.34	0.69	1.75	3.50
Motors/Drives	0.00	0.00	0.00	0.00
Process Loads	0.00	0.00	0.00	0.00
Refrigeration	0.19	0.38	0.97	1.93
Water Heating	0.03	0.05	0.14	0.27
Total	0.66	1.34	3.34	6.52

Table VII-3				
Industrial Economic Potential (aMW)				
	2 Year	4 Year	10 Year	20 Year
Compressed Air	0.03	0.10	0.61	1.45
Fans	0.00	0.00	0.00	0.00
Lighting	0.13	0.43	2.60	6.21
Pumps	0.00	0.00	0.00	0.00
HVAC	0.04	0.15	0.88	2.11
Low Temp Refer	0.03	0.09	0.55	1.32
Med Temp Refer	0.01	0.04	0.25	0.61
All Electric	0.01	0.03	0.19	0.46
Material Processing	0.04	0.13	0.80	1.92
Material Handling	0.05	0.17	1.01	2.42
Melting and Casting	0.03	0.10	0.61	1.45
Other	0.00	0.00	0.00	0.00
Data Centers	0.66	1.5	2.8	3.5
Total	1.00	2.68	9.69	19.96

Table VII-4				
Agricultural Economic Potential (aMW)				
	2 Year	4 Year	10 Year	20 Year
Irrigation	0.06	0.18	0.53	1.06
Lighting	0.03	0.04	0.06	0.07
Motors/Drives	0.08	0.25	0.78	1.59
Process Loads	0.00	0.00	0.00	0.00
HVAC	0.00	0.00	0.00	0.00
Refrigeration	0.01	0.02	0.12	0.28
Total	0.18	0.49	1.49	3.01

For Commission Review – 06/11/2024

Motion was made by _____ and seconded by _____ authorizing the General Manager/CEO to execute Change Order No. 6 to Contract 430-10804 with Universal Protection Services, LP dba Allied Universal Security Services, increasing the not-to-exceed contract amount by \$3,000,000.00 for a new 2 -year extension to July 2, 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. 6.

xxx

MEMORANDUM

May 13, 2024

TO: Richard Wallen, General Manager/Chief Executive Officer

VIA: Fallon Long, Managing Director of Integrated Operational Services

FROM: George Hainer, Security Manager

SUBJECT: Contract 430-10804 Professional Security and Security Patrol Services

Purpose:

Request Commission approval for a 2-year extension on Contract 430-10804 to Allied Universal Security Services for Professional Security Services to July 2nd, 2026, and an additional \$3,000,000 to the not-to-exceed amount (Contract total of \$7,500,000).

Discussion:

Grant PUD has utilized contracted security services since 2012. The current 3-year contract with Allied Universal Security Services No. 430-10804 expires on July 2, 2024.

In 2021 Grant PUD submitted a request for proposal and received 7 responses. Allied Universal now owns the three top companies from that RFP Process (Star Protection Services, G4S Security Services, and Allied Universal). Since Allied Universal purchased Star Protection and took over our contract, we have been happy with the services they have provided.

12% overall increase to rates.

Increases over the period of the existing contract have not kept up inflation and market rates. This has led to challenges for Allied Universal to recruit and retain quality Security Professionals. Much of this change will bring the bill rates and corresponding pay rates to a competitive level in the tight job market.

A small part of this increase is due to the state mandated increase to the minimum exempt salary. To minimize the impact of this increase, the management structure has been changed to remove the salaried Assistant Account Manager and provide the Account Manager support through Site Supervisors for each of our three primary locations.

Support items, such as vehicles, have been limited to the 5% increase of the current contract.

About the District's Security Program

Security Officers are responsible for:

- Asset Protection
- Response

- Surveillance and patrols (268 cameras and 361 access points)
- Incident tracking and reporting (unsecured access points, suspicious activities, burglar alarms, etc.)
- De-escalation
- Personnel standbys (HR disciplinary, management support, etc.)

Security Officer Coverage:

Each of our primary locations will have 24/7 coverage as outlined below:

- Power Delivery:
 - Moses Lake Local Office: a single officer 50 hours per week 7 am 5 pm Monday – Friday. To support customer service operations at the Moses Lake Local Office.
 - Power Delivery Patrol: a single officer for 86 hours per week outside of business hours. Patrols and conducts security inspections of substations, customer service offices, service centers and recreation sites.
 - Power Delivery Supervisor: a single working supervisor 40 hours per week. Conducts the Power Delivery Patrol 4 days a week and has 1 admin shift to conduct tasks related to the operation of the contract (Scheduling, pay, Officer assessments, vehicle maintenance)
- Priest Rapids Dam:
 - Priest Rapids Patrol: a single officer for 136 hours per week. Patrols and conducts security inspections of the dam, support facilities, and nearby recreation sites.
 - Priest Rapids Supervisor: a single working supervisor 40 hours per week. Conducts the Priest Rapids Patrol 4 days a week and has 1 admin shift to conduct tasks related to the operation of the contract (Scheduling, pay, Officer assessments, vehicle maintenance)
- Wanapum:
 - Hydro Office Building: a single officer 24 hours a week Friday through Sunday. To support the operation of the Grant PUD Visitor Center and provide a point of contact for contractors and employees on off hours.
 - Wanapum Patrol: a single officer for 112 hours per week. Patrols and conducts security inspections of the dam, support facilities, and nearby recreation sites.
 - Wanapum Supervisor: a single working supervisor 40 hours per week. Conducts the Wanapum Patrol 4 days a week and has 1 admin shift to conduct tasks related to the operation of the contract (Scheduling, pay, Officer assessments, vehicle maintenance)

Seasonal Officers:

The security Department provides contract security coverage to patrol recreation sites and assist District staff in enforcing recreation site rules. The nature of this coverage is very dynamic, driven by anticipated recreation site use and adjusted accordingly.

Tentatively we provide the coverage below, seasonally up to 24 weeks:

- Recreation Patrols:
 - Priest Rapids Recreation Area Patrol: a single officer for 24 hours per week Friday through Sunday. Patrols the larger recreation area to address security and safety issues. Interacts with and educates visitors on the recreation site rules. Assists the Grant PUD lands crew with campground coordination.
 - Crescent Bar Patrol: a single officer for 80 hours per week Friday through Sunday. Patrols the larger recreation area to address security and safety issues. Interacts with and educates visitors on the recreation site rules. Assists the CWMG crew with campground coordination.

Justification:

Allied Universal’s reputation and market share in the industry differentiates themselves from their competitors. In the time since they took over the contract, they have demonstrated quality service through training, professionalism, leadership involvement, investment in their employees and dedicated support to their clients. Their professionalism and expertise are what we are looking for in a security services provider.

Their size and prevalence in the region bring to bear a wide pool of resources that allows them to continue to provide that quality service. The autonomy and responsibility provided to our Account Manager allows them to provide a service tailored to our unique needs.

Financial Considerations:

The not-to-exceed amount for the previous 3-year contract was \$4,500,000. We are seeking an additional \$3,000,000 to extend the service term to July 2nd, 2026. The new Allied Universal rates were compared to the current market estimates in our area and their rates were found to be fair and reasonable.

Estimated Cost on Annual Basis:

Contract Company	Annual Cost
Allied Universal: 1 st Year	\$1,143,813.90
Allied Universal: 2 nd Year	\$1,201,004.60

The contract is committed to bringing value to the Grant PUD operations and utilizing our diverse force to bring on functions that save dollars and resource allocations such as after-hours response. Security will continue to explore additional opportunities to create cost savings and bring value to the Utility.

Other Options Considerations:

The Security Department has considered alternative options outside of working with a contractor. However, to meet compliance obligations without security services, the Utility would need to hire approximately 22 internal employees. This option reduces flexibility and scalability of the security force and is more expensive.

Contract Specifics:

- This Contract will remain in effect until July 2nd, 2026 or Grant PUD may terminate the Contractor's services in part or in its entirety any time pursuant of Section 17 of the Contract.
- Compensation for services rendered and all reimbursable costs shall be per the rates set forth in *Appendix "A" Rate Schedule*. Any changes to rates and costs shall only be on a prospective basis and shall occur no more frequently than once every 12 months thereafter. Each such change shall not exceed the lesser of i) 5% or ii) the percentage increase in the Bureau of Labor Statistics Consumer Price Index (CPI-U).

Recommendation:

Security recommends Commission approve the extension of Contract No. 430-10804 with a new not-to-exceed Contract amount of \$7,500,000.

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

From: [Fallon Long](#)
To: [George Hainer](#)
Cc: [Guy Wanner](#); [Dean Hallatt](#)
Subject: RE: Security Services Contract Extension Commission Memo
Date: Monday, May 13, 2024 3:59:30 PM
Attachments: [image001.jpg](#)

Hi all,

Thank you for the chance to review. I approve this memo moving forward, do I need to initial?

From: George Hainer <Ghainer@gcpud.org>
Sent: Monday, May 13, 2024 10:18 AM
To: Fallon Long <flong@gcpud.org>
Cc: Guy Wanner <gwanner@gcpud.org>; Dean Hallatt <dhallatt@gcpud.org>
Subject: Security Services Contract Extension Commission Memo

Fallon,

Can you please review the attached Commission Memo related to the extension of the Security Services Contract with Allied Universal. I am wide open to your input on this.

If you approve, can you include Guy in your response.

Thank you,

George Hainer, PSP®
Security Manager

OFFICE 509.237.9007
EXT. 3133
EMAIL ghainer@gcpud.org



grantpud.org

CHANGE ORDER
NO. 6

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

A. Description of Change:

1. Replace Section 1.A.9, Breakdown of Services, in its entirety with the following:

9. Breakdown of Services

a. Priest Rapids Hydro Project

- 1) Contractor shall staff one Security Officer position 24 hours per day, seven days per week that will patrol Wanapum Dam and recreation facilities.
- 2) Contractor shall staff one Security Officer position 24 hours per day, seven days per week that will patrol Priest Rapids Dam and recreation facilities.
- 3) The Security Officers will observe and report, deter and/or detect activities potentially detrimental to District personnel, operations, and assets.
- 4) Contractor will provide each assigned Security Officer with a vehicle clearly marked as security patrol. Potential weather conditions and response areas are best served by 4WD or AWD vehicles.

b. Power Delivery Patrol

- 1) Contractor shall staff one Security Officer position 24 hours per day, seven days per week that will patrol the electric system and recreation facilities.
- 2) The Security Officer will observe and report, deter and/or detect activities potentially detrimental to District personnel, operations, and assets.
- 3) Contractor will provide the Security Officer with a vehicle clearly marked as security patrol. Potential weather conditions and response areas are best served by 4WD or AWD vehicles.
- 4) During business hours the Power Delivery Patrol officer will man the Moses Lake Local Office Desk post.

c. Account Manager

- 1) Contractor will provide one Account Manager that will maintain Contractor equipment, conduct administrative tasks, security investigations, coordinate Security Officer activities including patrol routes, training, and provide support to Security Officers on shift.

- 2) The Account Manager will coordinate all Contract security functions at the District with District Security Management direction and support.
- 3) The Account Manager will work with the Security Manager and Security Supervisor to complete investigations of all reported security incidents. These investigations will include coordination with law enforcement for evidence preservation, interviews, and written reports.
- 4) The Account Manager will assist the Security Manager and Security Supervisor in conduct of site security assessments and development of mitigation and response plans.
- 5) The Account Manager will observe and report, deter and/or detect activities potentially detrimental to the District's personnel, operations, and assets.

d. Site Supervisors

- 1) Contractor will provide three Site Supervisors, one each for Wanapum Dam, Priest Rapids Dam and Power Delivery, that will assist in administrative tasks, security investigations, coordinate Security Officer activities including patrol routes, training, and provide support to Security Officers on shift.
- 2) Site Supervisors will work up to 32 weekly hours of the contracted hours for their assigned area and will have one shift in which to conduct administrative tasks.
- 3) The Site Supervisors will coordinate all contract security functions at their area of responsibility with Account Manager direction and support.

e. All Posts

- 1) The District may request additional Security Officers to assist with construction projects and/or for unanticipated protection services at other District facilities.
- 2) Contractor's personnel shall wear a uniform approved by the District.
- 3) The District will provide portable radios that shall be used to communicate with the control rooms in the dams. In addition, the Contractor shall supply cell phones for each Security Officer on duty.
- 4) Contractor, working with the District Security Department, will create Post Orders for each site the Contractor is directed to patrol. Post Orders will detail Security officer actions to observe, secure, record and report on at each site. Task Orders are specific duties outside of written Post Orders which will be issued by the District or the Contractor.
- 5) Daily direction for Security Officer personnel shall be received from the Account Manager, Assistant Account Manager, District Security Operation Center, District's Security Manager, the Security Supervisor and/or through written Post Orders or Task Orders

- 6) Contractor shall utilize a District approved Security Officer communication and incident reporting tool.
- 7) Security Officer personnel shall maintain a log of their activities each day that is recorded in the Security Officer communication and incident reporting tool and shall be available at end of shift or each morning or upon request of the Security Manager or Security Supervisor.
- 8) Security Officer management and/or Security Officer supervisory personnel shall initialize each Security Officer assignment or personnel change, and, at a minimum, Security Officer management or Security Officer supervisory personnel shall inspect each Security Officer location and activity monthly.
- 9) Contractor management and District Security shall meet at least quarterly to review reporting, communications, Post Orders and Task Orders, staffing, training, etc.

2. Replace APPENDIX "A", REVISED RATE SCHEDULE, EFFECTIVE JANUARY 1, 2024 (CHANGE ORDER NO. 5) in its entirety with the attached APPENDIX "A", REVISED RATE SCHEDULE, EFFECTIVE July 2nd, 2024 (CHANGE ORDER NO. 6).

- B. Time of Completion: The revised completion date shall be July 2, 2026.
- C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of \$3,000,000.00 plus applicable sales tax. This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$7,450,000.00, including changes incorporated by this Change Order.
- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

Universal Protection Service, LP dba Allied
Universal Security Services

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX “A”
REVISED RATE SCHEDULE
EFFECTIVE July 2nd, 2024 (Change Order No. 6)

DIRECT EXPENSES:

Position	Weekly hours	Pay Rate	Bill Rate	Holiday/OT Rate
Site Manager	40	\$38.62	\$55.23	\$82.84
PD Supervisor	40	\$24.25	\$34.68	\$52.02
Power Delivery Patrol	136	\$21.00	\$30.03	\$45.05
WD Supervisor	40	\$24.75	\$35.39	\$53.09
Wanapum Patrol	136	\$21.50	\$30.75	\$46.12
PRD Supervisor	40	\$25.00	\$35.75	\$53.63
Priest Rapids Patrol	136	\$21.75	\$31.10	\$46.65
Totals	568			

Position	Estimated Mileage per Year	Monthly Cost
Account Manager Vehicle	25,000.00	\$1,205.86
Power Delivery Vehicle	80,000.00	\$1,948.67
Wanapum Dam Vehicle	50,000.00	\$1,543.51
Priest Rapids Dam Vehicle	50,000.00	\$1,543.51
Total Monthly Cost	205,000.00	\$6,241.55

SEASONAL RECREATION COVERAGE:

Note: Seasonal Recreation Coverage will run for an estimated 24 weeks from May through September.

Position	Weekly hours	Pay Rate	Bill Rate	Holiday/OT Rate
CB Recreation	80	\$21.50	\$30.75	\$46.12
PRRA Recreation	24	\$21.75	\$31.10	\$46.65

Position	Estimated Mileage per Year	Monthly Cost
PRRA Vehicle	25,000.00	\$1,205.86

Notes:

1. Vehicles include monthly lease, insurance, estimated fuel and maintenance costs.
2. The Contractor will provide cell phones to officers on duty. The Contractor provided cell phones shall be billed at \$60.00 per month. The District will not be billed for management staff's phones.
3. Additional District requested “special” training will be billed at the OT/Holiday Hourly Rate.
4. The hourly rate for additional on-site work will be billed at the Regular Hourly Rate with 72 or more hours of advance notice. Requested on-site coverage with less than 72 hours advance notice will be billed at the OT/Holiday Hourly Rate.

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

REIMBURSABLE EXPENSES:

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

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

Lodging: Lodging will be billed at cost, including applicable taxes, not to exceed 200% of the Federal Per Diem maximum lodging rate for the location where the work is being performed. The current federal maximum lodging rate for all Grant County locations is \$107.00. The District Representative may increase this limit in writing when circumstances require.

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

Material and Equipment Purchase: Purchases requested by the District, verifiable by applicable supporting documentation or at specified rates, will be reimbursed to Contractor at cost.

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

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

Contract Title: Professional Security and Security Patrol Services

Contract No.	430-10804	Award Date:	4/13/2021
Project Manager:	George Hainer	Original Contract Amount:	\$4,000,000.00
District Representative (If Different):		Original Contract completion:	7/2/2024
Contractor:	Universal Protection Service, LP dba Allied Universal Security Services		

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Remove Assistant Account Manager Position, add a second District Security Operation Center (DSOC) guard position and replace Appendix "A", Rate Schedule.	Senior/Plant Mgr	02/01/22	NA	\$0.00	\$4,000,000.00	
2	Add DSOC Lead and Field Supervisor/Investigator positions and replace Appendix "A", Rate Schedule	Senior/Plant Mgr	06/20/22	NA	\$0.00	\$4,000,000.00	\$0.00
3	Increase the Contract price	Senior/Plant Mgr	03/14/23	NA	\$450,000.00	\$4,450,000.00	\$450,000.00
4	Replace Appendix "A" Rate Schedule	Senior/Plant Mgr	08/03/23	NA	\$0.00	\$4,450,000.00	\$450,000.00
5	Remove Contractor DSOC Operator hours and replace Appendix "A", Rate Schedule	Managing Director	12/08/23	NA	\$0.00	\$4,450,000.00	\$450,000.00
6	Increase the Contract price, extend Completion date, and replace Appendix "A" Rate Schedule.	Comm	TBD	07/02/26	\$3,000,000.00	\$7,450,000.00	\$3,450,000.00
Total Change Order Cost Change Amount					3,450,000.00		



Change Order Table

Contract Title: Professional Security and Security Patrol Services

Contract No.	430-10804	Award Date:	4/13/2021
Project Manager:	George Hainer	Original Contract Amount:	\$4,000,000.00
District Representative (If Different):		Original Contract completion:	7/2/2024
Contractor:	Universal Protection Service, LP dba Allied Universal Security Services		

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Remove Assistant Account Manager Position, add a second District Security Operation Center (DSOC) guard position and replace Appendix "A", Rate Schedule.	Senior/Plant Mgr	02/01/22	NA	\$0.00	\$4,000,000.00	
2	Add DSOC Lead and Field Supervisor/Investigator positions and replace Appendix "A", Rate Schedule	Senior/Plant Mgr	06/20/22	NA	\$0.00	\$4,000,000.00	\$0.00
3	Increase the Contract price	Senior/Plant Mgr	03/14/23	NA	\$450,000.00	\$4,450,000.00	\$450,000.00
4	Replace Appendix "A" Rate Schedule	Senior/Plant Mgr	08/03/23	NA	\$0.00	\$4,450,000.00	\$450,000.00
5	Remove Contractor DSOC Operator hours and replace Appendix "A", Rate Schedule	Managing Director	12/08/23	NA	\$0.00	\$4,450,000.00	\$450,000.00

6	Increase the Contract price, extend Completion date, and replace Appendix "A" Rate Schedule.	Comm	TBD	07/02/26	\$3,000,000.00	\$7,450,000.00	\$3,450,000.00
Total Change Order Cost Change Amount					3,450,000.00		

From: [Fallon Long](#)
To: [George Hainer](#)
Cc: [Guy Wanner](#); [Dean Hallatt](#)
Subject: RE: Security Services Contract Extension Commission Memo
Date: Monday, May 13, 2024 3:59:30 PM
Attachments: [image001.jpg](#)

Hi all,

Thank you for the chance to review. I approve this memo moving forward, do I need to initial?

From: George Hainer <Ghainer@gcpud.org>
Sent: Monday, May 13, 2024 10:18 AM
To: Fallon Long <flong@gcpud.org>
Cc: Guy Wanner <gwanner@gcpud.org>; Dean Hallatt <dhallatt@gcpud.org>
Subject: Security Services Contract Extension Commission Memo

Fallon,

Can you please review the attached Commission Memo related to the extension of the Security Services Contract with Allied Universal. I am wide open to your input on this.

If you approve, can you include Guy in your response.

Thank you,

George Hainer, PSP®
Security Manager

OFFICE 509.237.9007

EXT. 3133

EMAIL ghainer@gcpud.org



grantpud.org

For Commission Review – 06/11/2024

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 430-12331 with the Washington Department of Fish and Wildlife (WDFW), in an amount not-to-exceed \$4,162,831.00 and with a contract completion date of June 30, 2027.

xxxx

MEMORANDUM

May 29, 2024

TO: Rich Wallen, General Manager

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 Contract – Priest Rapids Hatchery Monitoring and Evaluation

Purpose: To request Commission approval of a new 3-year \$1,295,801 Contract to provide services from the Washington Department of Fish and Wildlife (WDFW) for the Priest Rapids Hatchery Monitoring and Evaluation plan from July 1, 2024 through June 30, 2027.

Background: The Public Utility District No. 2 of Grant County, Washington (the 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 also 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 IX, Section 9.5 "Fall Chinook Artificial Production Goals" of this agreement and in accordance with the Priest Rapids Hatchery Genetic Management Plan's Monitoring and Evaluation Plan, Grant PUD is required to conduct monitoring and evaluation (M&E) of the Priest Rapids Hatchery fall Chinook salmon program. The objective of the monitoring and evaluation plan is to evaluate the performance of the Priest Rapids Hatchery upper Columbia River fall Chinook program and its ability to meet the District's hatchery mitigation requirements.

This Contract provides a three-year (July 1, 2024 through June 30, 2027) scope of work and budget for M&E performed by the WDFW for the Priest Rapids Hatchery's upper Columbia River fall Chinook hatchery mitigation program.

WDFW was selected to conduct M&E activities for fall Chinook mitigation program because of their scientific and research experience and expertise. They have been good partners in ensuring M&E of the District's fall Chinook program meets District obligations and PRCC Hatchery Subcommittee requirements. Additionally, working with WDFW has allowed us to partner with the United States Army Corp of Engineers (ACOE) and WDFW in sharing the cost of conducting fall Chinook monitoring in the Project Area and the Hanford Reach.

The current Professional Services Contract (430-10921) is set to expire on June 30, 2024.

Justification: In 2010, the District began monitoring the Priest Rapids fall Chinook program as required by the SSSA, Part IX. Although Priest Rapids Hatchery has been operated since 1963, no comprehensive M&E plan was associated with its operation. Prior to 2010, monitoring by WDFW provided basic information on the age structure and origin of fall Chinook both at the hatcheries and in the Hanford Reach but it was not sufficient to meet the tasks and objectives of the Priest Rapids Hatchery Monitoring and Evaluation Plan required by the District's FERC license. Contract 430-3218 and subsequent Change Orders, including the last Change Order No. 9 and the most recent contract (430-10921), fulfilled the District M&E mitigation obligations for the fall Chinook salmon artificial propagation program and the associated Priest Rapids Hatchery Genetic and Management Plan's Monitoring and Evaluation Plan as

required under the SSSA for the contract period. This new three-year contract will continue the required work.

At this time, the FWWQ Department does not have the biological staff or the expertise necessary to complete this work in-house. FWWQ staff also believes that a contract with WDFW is the most cost effective and biologically prudent option in meeting the District's mitigation obligations for monitoring and evaluation of the upper Columbia River fall Chinook program, for the following reasons:

- ✓ WDFW has the biological staff with specific expertise in conducting the required monitoring and evaluation assessments present and available and;
- ✓ Through the WDFW M&E contract with the ACOE, the District will be able to share the cost of M&E activities for the Priest Rapids Hatchery fall Chinook program with the ACOE and WDFW. The ACOE is responsible for 37.64% of the total annual Priest Rapids Hatchery M&E cost (except for work associated with otoliths); for example, in the first year of the new contract the total cost of conducting monitoring and evaluation activities, including both ACOE and District expenses is budgeted at \$544,730 of which the ACOE share of the cost would be \$124,969. Additionally, the WDFW provides additional staffing that are paid for by the WDFW Coded Wire Tag program.

Financial Considerations: The District's FWWQ staff went through a rigorous 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 Priest Rapids Hatchery upper Columbia River fall Chinook program M&E requirements and aligned with the District's long-term strategic goals related to program monitoring and assessment.

FWWQ staff reviewed all line-item tasks and evaluated expected fish runs and potential workloads to ensure the number of crewmembers is necessary to complete tasks identified in the Statement of Work. Costs under the new 3-year contract increased \$63,292 (5.6%) compared with the previous 3-year contracted cost and are primarily a result of increased inflation and staff costs.

WDFW is anticipating its indirect rate to decrease to 36.03% (from 36.28% on July 31, 2021) for the fiscal year 2024. This decrease is the result of cost-of-living adjustments, benefits, central service cost.

WDFW is uniquely qualified and positioned to perform the monitoring and evaluation tasks required under the fall Chinook program's M&E Plan, and despite minor increases, FWWQ staff believe that a new contract with WDFW for Professional Services is the least-cost option. Other alternatives were contemplated but were not considered feasible or would result in increased cost to Grant PUD. Alternatives considered include:

1. Using Grant PUD staff to implement the fall Chinook program M&E activities. This option is not feasible at this time. The District does not have the biological staff necessary to complete this work nor the in-house expertise in monitoring and evaluating Chinook salmon populations. To implement the program, many staff would need to be hired and trained, at a likely higher cost than contracting with WDFW.
2. Other Contractors. This option does not make sense at this time. WDFW has extensive experience in meeting objectives in the Project Area and, as a fisheries resource co-manager, a vested interest in operating a quality M&E program. Further, the ACOE plans to contract with WDFW to complete their share of the monitoring and evaluation for fall Chinook reared in Priest Rapids Hatchery and Ringold Hatchery. Cost sharing of M&E activities reduces Grant PUD's overall M&E costs through collaboration and data sharing conducted through a multiple mitigation program in the Project Area and the Hanford Reach.

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 contract would be 3 years long and have a NTE amount of \$1,295,801. This item is allocated in the District's approved 2024 Operations and Maintenance budget and will be included in the proposed 2025 budget under Cost Center EB4220, and Initiative Fall Chinook Mitigation Program. Todd Pearsons is the District Representative.

Change Order History: Not Applicable.

Legal Review: See attached email.

Recommendation: Commission approval of a new 3-year \$1,295,801 Contract to provide services from the Washington Department of Fish and Wildlife (WDFW) for the Priest Rapids Hatchery Monitoring and Evaluation from July 1, 2024 through June 30, 2027.

From: [Richard Wallen](#)
To: [Deanne Pavlik-Kunkel](#); [Tom Dresser](#); [Ross Hendrick](#); [Jeff Grizzel](#)
Cc: [Todd Pearsons](#); [Shelli Tompkins](#)
Subject: RE: ACTION: RESPOND: Final Approvals for the PR Hatchery Monitoring and Evaluation contract Commission memo
Date: Tuesday, May 28, 2024 11:12:37 AM
Attachments: [image003.png](#)

No concerns from me, nicely done.

Kind regards,

Rich Wallen

General Manager/Chief Executive Officer

OFFICE 509.754.6744
EXT. 2515
CELL 509.450.0465
EMAIL rwallen@gcpud.org



grantpud.org

From: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>
Sent: Tuesday, May 28, 2024 7:43 AM
To: Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Richard Wallen <rwallen@gcpud.org>
Cc: Todd Pearsons <Tpearso@gcpud.org>; Shelli Tompkins <stompkins@gcpud.org>
Subject: ACTION: RESPOND: Final Approvals for the PR Hatchery Monitoring and Evaluation contract Commission memo

<p>Action Required</p>	<p>Greetings, Attached, please find the final version of the PR Hatchery Monitoring and Evaluation contract Commission Memo previously reviewed and edited. Please reply to all with your approvals on the memo.</p> <p>Shelli will attach the email approvals in Contracts365 and ensure the memo is included in the June 11 meeting packet (due this Thursday 5/30/2024).</p> <p>Please reach out if there are questions or concerns.</p> <p>Thanks so much, Deanne</p>
-------------------------------	---

By when (date; time):	5/29/2024
Critical Info:	
Detailed Info (if needed):	
Links to docs (if needed):	

Deanne Pavlik-Kunkel

Fish & Wildlife Program Supervisor – Hatchery & Habitat

OFFICE 509-754-5088

EXT. 2154

CELL 509-951-7343

EMAIL dpavlikkunkel@gcpud.org



grantpud.org

From: [Jeff Grizzel](#)
To: [Deanne Pavlik-Kunkel](#); [Tom Dresser](#); [Ross Hendrick](#); [Richard Wallen](#)
Cc: [Todd Pearsons](#); [Shelli Tompkins](#)
Subject: RE: ACTION: RESPOND: Final Approvals for the PR Hatchery Monitoring and Evaluation contract Commission memo
Date: Tuesday, May 28, 2024 7:55:54 AM
Attachments: [image001.png](#)

Looks good Deanne – I inserted just one comment/question near the end of the memo regarding budget.

Jeff

From: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>
Sent: Tuesday, May 28, 2024 7:43 AM
To: Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Richard Wallen <rwallen@gcpud.org>
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By when (date; time):	5/29/2024
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Deanne Pavlik-Kunkel

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OFFICE 509-754-5088
EXT. 2154
CELL 509-951-7343
EMAIL dpavlikkunkel@gcpud.org



grantpud.org

From: [Ross Hendrick](#)
To: [Deanne Pavlik-Kunkel](#)
Cc: [Tom Dresser](#); [Shelli Tompkins](#)
Subject: RE: ACTION: RESPOND: Final Approvals for the PR Hatchery Monitoring and Evaluation contract Commission memo
Date: Tuesday, May 28, 2024 12:11:27 PM
Attachments: [image002.png](#)

Thanks Deanne, looks good and I approve

From: Richard Wallen <rwallen@gcpud.org>
Sent: Tuesday, May 28, 2024 11:13 AM
To: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Todd Pearsons <Tpearso@gcpud.org>; Shelli Tompkins <stompkins@gcpud.org>
Subject: RE: ACTION: RESPOND: Final Approvals for the PR Hatchery Monitoring and Evaluation contract Commission memo

No concerns from me, nicely done.

Kind regards,

Rich Wallen
General Manager/Chief Executive Officer

OFFICE 509.754.6744
EXT. 2515
CELL 509.450.0465
EMAIL rwallen@gcpud.org



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Sent: Tuesday, May 28, 2024 7:43 AM
To: Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Richard Wallen <rwallen@gcpud.org>
Cc: Todd Pearsons <Tpearso@gcpud.org>; Shelli Tompkins <stompkins@gcpud.org>
Subject: ACTION: RESPOND: Final Approvals for the PR Hatchery Monitoring and Evaluation contract Commission memo

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Deanne Pavlik-Kunkel

Fish & Wildlife Program Supervisor – Hatchery & Habitat

OFFICE 509-754-5088

EXT. 2154

CELL 509-951-7343

EMAIL dpavlikkunkel@gcpud.org



grantpud.org

From: [Tom Dresser](#)
To: [Deanne Pavlik-Kunkel](#); [Ross Hendrick](#); [Jeff Grizzel](#); [Richard Wallen](#)
Cc: [Todd Pearsons](#); [Shelli Tompkins](#)
Subject: Re: ACTION: RESPOND: Final Approvals for the PR Hatchery Monitoring and Evaluation contract Commission memo
Date: Tuesday, May 28, 2024 7:53:22 AM
Attachments: [image001.png](#)

All - I approve of the memo. Ross - I am not sure where Rey fits into the review process, so if he does, can you add a review for him.

Tom

From: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>
Sent: Tuesday, May 28, 2024 7:43 AM
To: Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Richard Wallen <rwallen@gcpud.org>
Cc: Todd Pearsons <Tpearso@gcpud.org>; Shelli Tompkins <stompkins@gcpud.org>
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	<p>Critical Info:</p>
	<p>Detailed Info (if needed):</p>
	<p>Links to docs (if needed):</p>

Deanne Pavlik-Kunkel

Fish & Wildlife Program Supervisor – Hatchery & Habitat

OFFICE 509-754-5088
EXT. 2154
CELL 509-951-7343
EMAIL dpavlikkunkel@gcpud.org



grantpud.org

From: [Deanne Pavlik-Kunkel](#)
To: [Shelli Tompkins](#)
Subject: RE: ACTION: RESPOND: Final Approvals for the PR Hatchery Monitoring and Evaluation contract Commission memo
Date: Tuesday, May 28, 2024 11:53:30 AM
Attachments: [image001.png](#)

Shelli,
I approve the memo as well.

Thanks,
Deanne

From: Tom Dresser <TDresse@gcpud.org>
Sent: Tuesday, May 28, 2024 7:53 AM
To: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Richard Wallen <rwallen@gcpud.org>
Cc: Todd Pearsons <Tpearso@gcpud.org>; Shelli Tompkins <stompkins@gcpud.org>
Subject: Re: ACTION: RESPOND: Final Approvals for the PR Hatchery Monitoring and Evaluation contract Commission memo

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Sent: Tuesday, May 28, 2024 7:43 AM
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Deanne Pavlik-Kunkel

Fish & Wildlife Program Supervisor – Hatchery & Habitat

OFFICE 509-754-5088

EXT. 2154

CELL 509-951-7343

EMAIL dpavlikkunkel@gcpud.org



grantpud.org

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, effective upon full execution, is by and between Public Utility District No. 2 of Grant County, Washington (“District” or “GCPUD”) and Washington State Department of Fish and Wildlife (“Contractor” or “WDFW”);

Recitals:

The District desires to obtain monitoring and evaluation (M&E) services for the Priest Rapids Hatchery Fall Chinook Mitigation Program; and

The District's Senior Manager of Environmental Affairs and staff believes this will fulfill the District's mitigation requirements under its FERC license and the 2006 Salmon and Steelhead Settlement Agreement related to monitoring and evaluation of its fall Chinook production program at Priest Rapids Hatchery; and

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

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

1. Scope of Services

- A. Contractor shall provide but not be limited to providing M&E services for the Priest Rapids Hatchery Fall Chinook Mitigation Program as described in detail in the Statement of Work and Budget for 2024-2027 Priest Rapids Hatchery Monitoring and Evaluation, attached hereto as Appendix “A”.
- B. In the event that the District requires the Contractor to perform specific services in addition to the above detailed Scope of Services, the District will authorize the Contractor to perform such work by means of a Task Authorization for Professional Services (Appendix “C”) to be signed by both the District and the Contractor. Such authorization may be issued by the District Representative, and will define the scope of the task, any time requirements, and budget limitations.

The District reserves the right to suspend or terminate any authorized task at any time or to extend the Contract beyond the initial term by issuance of a Change Order in accordance with Section 5 to complete any work already initiated and/or authorized under the original term and scope of the Contract.

2. Independent Contractor

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

upon the accuracy, competency, credibility and completeness of the services provided by the Contractor hereunder and that the District and its customers will be utilizing the results of such services.

3. Term - Schedule

This Agreement shall remain in full force and effect until June 30, 2027 or until terminated pursuant to Section 17.

4. Compensation and Payment

A. District shall reimburse Contractor for actual costs incurred under this Agreement, including overheads which are properly allocable in accordance with generally accepted accounting standards consistently applied. In no event however, shall the total amount paid to Contractor for services and all reimbursable costs exceed the sum of \$1,295,801.00 USD unless a Change Order authorizing the same is issued in accordance with Section 5 below.

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

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

C. Invoices shall include the Contract number and a detailed description of the work performed. This includes the number of samples processed and the cost per sample for laboratory work such as the processing of scales and otoliths. Invoices should also provide sufficient detail to evaluate what goods were purchased.

D. Payment will be made by the District upon completion of work following District approval of Contractor's invoices. Invoice shall be subject to the review and approval of the District. Invoice shall be in a detailed and clear manner supported by such information the District may require. The District will make payment to Contractor within 30 days after District's receipt and approval of said invoice. Contractor understands and agrees that by executing this Contract with the District, the District shall make payment(s) by automated clearing house (ACH).

5. Change Orders

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

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

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

6. Taxes

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

7. Hold Harmless and Indemnification

To the fullest extent permitted by law, the Contractor shall, at its sole expense, indemnify, defend, save, and hold harmless the District, its officers, agents, and employees from all actual or potential claims or losses, including costs and legal fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever, including the District, to the extent caused by any negligent act of or omission of the Contractor or its subcontractors, excluding damages caused by the negligence of the District, in the administration or performance of this Agreement or any subcontracts, and for which either of the parties, their officers, agents, or employees may or shall be liable. 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 the Contractor or its subcontractors. Contractor waives its immunity under industrial insurance, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to a person or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or

omission on the part of the Contractor. In the event of damages to a person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence.

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

8. Insurance

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

Contractor Required Insurance

Contractor is Self-Insured under the Washington State Self-Insurance Pool. Contractor shall provide a Certificate of their Self-Insurance within 10 days of Contract award. Contract does not provide other insurance beyond the certificate that will be provided.

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);
- e. Pollution Liability (sudden and accidental);

with the following **minimum limits:**

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

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

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

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

If such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement. Claims made form coverage shall be maintained by the Contractor for a minimum of three years following the termination of this Agreement, and the Contractor shall annually provide the District with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an Extended Reporting Period Tail or execute another form of guarantee acceptable to the District to assure financial responsibility for liability for services performed.

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

- B. Evidence of Insurance - Prior to performing any services, and within 10 days after receipt of the Contract Award, the Contractor shall file with the District a Certificate of Insurance

showing the Insuring Companies, policy numbers, effective dates, limits of liability and deductibles with a copy of the endorsement naming the District as an Additional Insured for each policy where indicated in Section A.

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

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

- C. Subcontractors - Contractor shall ensure that each subcontractor meets the applicable insurance requirements and specifications of this Agreement. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Contractor shall furnish the District with copies of certificates of insurance evidencing coverage for each subcontractor upon request.
- D. Cancellation of Insurance - The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse. Insurance companies or Contractor shall provide 30 days advance written notice to the District 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 the District no later than two days following receipt of such notice from the insurer. Notice to the District shall be delivered by facsimile or email.

9. Assignment

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

10. Records - Audit

- A. The results of all work and services performed by the Contractor hereunder shall become the property of the District upon completion of the work herein performed and shall be delivered to the District prior to final payment.
- B. The Contractor shall maintain books, records, documents and other evidence, which sufficiently and properly reflects all direct and indirect costs expended by it relating to this Agreement. These "records" shall be subject to inspection, review or audit by the District or its authorized representatives, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor,

federal auditors, and any persons duly authorized by the Parties shall have full access and the rights to examine any of these materials during this period

- C. Contractor shall keep and maintain complete and accurate records of its costs and expenses related to the work or this Contract in accordance with sound and generally accepted accounting principles applied on a consistent basis. Contractor will provide the District a full copy of the annual auditors' report, including all attachments and management letters within 30 days of receipt of the same..
- D. The Contractor's "records", referenced in this section, shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business hours. Such audits may be performed by the District Representative or an outside representative hired by the District throughout the term of this contract and for a period of six years after final payment.
- E. Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to subcontractors and sub-subcontractors, material suppliers, etc. Contractor will cooperate fully and cause all of Contractor's subcontractors to cooperate fully in furnishing or in making available to the District from time to time whenever requested, in an expeditious manner, any and all such information, materials and data.
- F. District's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this agreement and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- G. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of District's findings to Contractor.

11. Nondisclosure

Contractor agrees that it will not divulge to third parties, without the written consent of the District, any information obtained from or through District in connection with the performance of this Contract. Contractor further agrees that it will not, without the prior written consent of District, disclose to any third party any information developed or obtained by the Contractor in the performance of this Contract and, if requested by District, to require its employees and subcontractors, if any, to execute a nondisclosure agreement prior to performing any services under this Contract. Nothing in this section shall apply to:

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

- C. Information required to be disclosed by court order or by an agency with appropriate jurisdiction.

12. Public Records Act

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

13. Applicable Law

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

14. Subcontracts/Purchases

- A. The Contractor is authorized to make purchases of materials and equipment required for the work and is not authorized to enter into subcontracts. Any material purchases not included in the approved budget and greater than \$1,000.00 or any small and attractive asset greater than \$500.00 shall be approved in advance by the District Representative and Procurement Officer.
- B. Whenever the cost for any single item of material is estimated to exceed \$5,000.00, the Contractor shall obtain three quotes and submit to the Procurement Officer for approval. These quotes shall be submitted for approval prior to purchasing the material. Approved material shall be invoiced at cost. A copy of the invoice showing actual cost must be submitted with the Contractor's invoice to the District. In addition, if prevailing wages apply to the material purchase, a copy of the associated Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be attached. In no event shall a material purchase of like items exceed \$15,000.00.

15. Notices

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

District

Todd Pearsons
Public Utility District No. 2 of
Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, WA 98823
14352 Highway 243 S Building 6
Beverly, WA 99321
(509) 764-0500 ext. 3304
tpearso@gcpud.org

Contractor

Steven Richards
Washington State Department of
Fish and Wildlife
2620 N. Commercial Ave.
Pasco, Washington 99301
Phone No: (509) 545-2050
Steven.Richards@dfw.wa.gov

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

16. Ownership of Work Product/Copyright

- A. All rights in the various work produced for or under this Agreement, including but not limited to study plans, results, drafts, charts, graphs, videos, summaries and any other forms of presentation, collectively referred to as "Work Product" shall belong to and be the exclusive property of the District. Contractor shall not use the Work Product outside the scope of this Contract without express written permission from the District.
- B. Contractor acknowledges and agrees that all services/work are specifically ordered under an agreement with Public Utility District No. 2 of Grant County, Washington, and shall be considered "work made for hire" and "Work Product" for purposes of copyright. All copyright interest in Work Product shall belong to and be the exclusive property of the District.
- C. Contractor shall attach and require each of its subcontractors to attach the following statement to all Work Product:
 - ©. PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON. ALL RIGHTS RESERVED UNDER U.S. AND FOREIGN LAW, TREATIES AND CONVENTIONS.
 - THE ATTACHED WORK WAS SPECIFICALLY ORDERED UNDER AN AGREEMENT WITH PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON. ALL RIGHTS IN THE VARIOUS WORK PRODUCED FOR OR UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO STUDY PLANS AND STUDY RESULTS, DRAFTS, CHARTS, GRAPHS AND OTHER FORMS OF PRESENTATION, SUMMARIES AND FINAL WORK PRODUCTS, ARE THE EXCLUSIVE PROPERTY OF THE DISTRICT.
- D. Upon final acceptance or termination of this Agreement, Contractor shall immediately turn over to the District all Work Product. This does not prevent the Contractor from making a file copy for their records.

17. Termination

- A. District may, at any time, for any reason, terminate Contractor's services in connection with this Agreement, or any part thereof, by designating that portion of the services to be terminated. In case of termination pursuant to this Section A, District will make payment at the rates specified in this Agreement for services properly performed up to the date of termination. However, in no event shall Contractor be entitled to any other payment to or any anticipated fee or profit on unperformed work.
- B. In the event of Contractor's breach or abandonment of this Contract, the District may thereupon and without further notice, terminate this Agreement. The District without waiving any other remedies available to it, may retain any monies otherwise due Contractor under this Agreement to the extent such sums are required to compensate District, in whole or in part, for any loss or damage caused by Contractor's breach or abandonment.

18. Non-Waiver

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

19. Shared Services

The District will invoice the Contractor for services and facilities provided by the District, on behalf of any other entity participating in this program (except the Yakama Nation which will be billed directly by the District) based on fish produced at the Priest Rapids Hatchery.

20. Physical Security

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

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

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

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

The District reserves the right to conduct or to require Contractor to conduct criminal background checks on its employee(s) before granting such individuals access to restricted areas of District facilities or Protected Information. Criminal background checks may be conducted in such depth as the District reasonably determines to be necessary or appropriate for the type of access to be granted. The cost of such background checks shall be borne by the Contractor.

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

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

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

District Representative shall ensure that Contractor's employees, subcontractor's and subcontractor's employees have completed and submitted the certificate of completion for the

training in a timely manner to avoid any delay in execution of the work. All such certificates shall be submitted before any security access badges will be issued.

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

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

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

22. Contractor Safety Requirements

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

A. General

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

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

procedures and/or conditions to improve safety and health. A Stop Work Order can be rescinded only with the written approval of the District Representative.

1. The Contractor shall not be entitled to any adjustment of the Contract price or schedule when the District stops a work activity due to safety and health concerns that occurred under the Contractor's, Subcontractor's, or supplier's control.
 2. The District's conduct does not alter or waive the Contractor's safety and health obligations.
 3. Contractor shall provide an onsite Safety Professional as directed by the District Representative based upon number and/or severity of identified safety infractions.
 4. Non-compliance with safety requirements could lead to termination of the contract in accordance with Section 17.
- C. The Contractor shall maintain an accurate record of, and shall immediately report to the District Representative all cases of near miss or recordable injury as defined by OSHA, damage to District or public property, or occupational diseases arising from, or incident to, performance of work under this Contract.
1. The record and report shall include where the incident occurred, the date of the incident, a brief description of what occurred, and a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, and the status of these items. A written report shall be delivered to the District Representative within five business days of any such incident or occurrence.
 2. In the event of a serious incident, injury or fatality the immediate group shall stop work. The Contractor/subcontractor shall secure the scene from change until released by the authority having jurisdiction. The Contractor shall collect statements of the crew/witnesses as soon as practical. The District reserves the right to perform an incident investigation in parallel with the Contractor. The Contractor, subcontractor, and their workers shall fully cooperate with the District in this investigation.
 3. All cases of death, serious incidents, injuries or other incidents, as determined by the District Representative, shall be investigated by the Contractor to identify all causes and to recommend hazard control measures. A written report of the investigation shall be delivered to the District Representative within 30 calendar days of any such incident or occurrence.
 4. For situations that meet the reporting requirements of WAC 296-800, the Contractor shall self-report and notify the District Representative. The District Representative shall notify the District's Safety personnel.
- D. The Contractor/subcontractor shall conduct and document job briefings each morning with safety as an integral part of the briefing. The Contractor/Subcontractor shall provide an equivalent job briefing to personnel and/or visitors entering the job site after the original job briefing has been completed for work within their scope. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for three years after completion of all work.

- E. Job Site Reviews Performed by the District: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to participate in District job briefs and/or District job site reviews that pertain to other work being performed that may impact the Contractor's work.
- F. Job Site Reviews Performed by Contractor: Each Contractor and Subcontractor shall perform and document regular safety reviews of their work area(s) by a competent person as defined by WAC 296-62-020. Immediately upon request, the Contractor shall provide a copy of the documented job site review to the District Representative. Contractor and Subcontractor supervisors/foremen shall take immediate action to correct violations, unsafe practices, and unsafe conditions. The Contractor and Subcontractor shall be solely responsible to review and monitor the work area or location of all their employees during the performance of work.
- G. Site Specific Safety Plan (SSSP): The Contractor shall prepare, implement, and enforce a SSSP for all work included in this Contract. The SSSP shall be delivered to and accepted by the District Representative prior to the start of any on-site work.
1. The SSSP shall, at a minimum, identify and provide mitigation measures for any recognized hazards or conditions. Site and adjacent conditions shall be considered. All significant hazards, including unusual or unique hazards or conditions specific to the Contract work shall be identified and mitigated. The Contractor shall provide a clear delegation of authority for the work site(s). The Contractor shall identify, locate, and provide direction to the nearest emergency medical facilities. This shall include telephone numbers for emergency services in the area.
 2. The Contractor shall make available to all workers at the site(s) the SSSP and ensure that all workers are familiar with the content and requirements of the SSSP. Any subcontractors shall adhere to the Contractor's SSSP.
 3. Any emergent hazards not identified in the SSSP shall require a Job Hazard Analysis prior to starting work on the associated job.
- In lieu of the SSSP, the District Representative may, at their discretion, accept an Accident Prevention Program implemented and maintained in accordance with Washington state law (WAC 296-155-110).
- H. District Rescue Team and Relation to Contractor Emergencies and Back Shift Operations When District Rescue Team is Not Present: Contractors shall be required to submit an Emergency Plan that covers first response and rescues. This is required to be submitted for approval by the District Representative prior to work starting. Contractors are encouraged to familiarize themselves with District First Responder and Rescue Team capabilities. District Response Teams may not be available during all work hours and typically are not available on off-shifts, weekends, and District holidays. Contractors choosing not to provide their own response personnel must include a process that does not rely on the District in the event District Response Teams are not available.
- I. 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 "D", Contractor Safety Request for Information Form.

- J. 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: The Security Department administers physical access to District facilities. Contractor personnel shall be issued an ID badge or visitor badge to provide access to work areas as needed per Sections 20 and 21. 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.

Specialized Work

- K. Requirements for Contractor Representative Attendance at Safety Meetings: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to attend the District monthly safety meeting. The above is a District requirement.
- L. Cord Covers to High Traffic Areas: Contractors shall be required to protect all electrical cords, air lines, hydraulic hoses, water hoses, and other cords, hose, cables, and pipes to prevent them from being driven over or creating tripping or other hazards including at a minimum but not limited to utilizing cord covers in high traffic areas and installing temporary barriers when necessary to prevent foot or vehicle traffic. The above is a District requirement.
- M. 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.
- N. 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.

- O. Certifications or training of equipment operation: Contractor will obtain certifications or training prior to operating boats or other potentially hazardous types of equipment necessary for completion of the contracted work.
- P. Caution and Danger Barriers:
 - 1. 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.
 - 2. 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 SA121200-POL. The above is a Code requirement.

Q. Safety Procedures

- 1. 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 taken into account 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. Under no circumstances will the Contractor use a pesticide that is not approved by the District.
 - d. 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 the transformers and the temporary oil storage tank, during oil processing, before, during, or after the mobilizing and demobilizing phases.
- 2. Electrical

Due to the District's concern for safety, the transformers shall be electrically grounded during all work performed by the District and the Contractor.
- 3. 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 supply and keep adequate fire extinguishing equipment on hand at all times, and in close proximity to the equipment being worked on.

4. Personal Protective Equipment

- a. Contractor shall 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. This protective clothing shall be worn at all times when working around the oil processing equipment and when work inside of the transformer is required.
- b. Contractor shall 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 the oil processing equipment and District marked/designated areas requiring ear protection.

5. Emergencies

If an emergency situation is created or observed by the Contractor at Wanapum or Priest Rapids dams or on Grant PUD land within approximately ½ mile proximity of either dam, the nearest dam control room shall be contacted immediately. For emergency situations occurring elsewhere and where injury has or may occur, 911 shall be called immediately. The District's Dispatch Center should be subsequently contacted for electric system emergencies. All other emergencies shall be routed to the District's Security Operations Center (DSOC).

To contact the Wanapum Control Room from:

- a. A District telephone, dial ext. 2518.
- b. An outside telephone line, dial 1-509-754-5088 ext. 2518.

To contact the Priest Rapids Control Room from:

- c. A District telephone, dial ext. 2718.
- d. An outside telephone line, dial 1-509-754-5088 ext. 2718.

The Wanapum and Priest Rapids control rooms are staffed 24 hours per day.

To contact the Dispatch Center from:

- e. A District telephone, dial ext. 2237 or 2238.

f. An outside telephone line, dial 1-800-216-5226.

The Dispatch Center is manned 24 hours per day.

To contact the District's Security Operations Center (DSOC):

g. A District telephone, dial ext. 2014.

h. An outside telephone line, dial 509-766-2538.

6. Security

The District's check-in/check-out procedure must be followed by the Contractor's employees and Subcontractor(s) whenever they are at the worksite. This procedure will be explained to the Contractor at the pre-work conference.

Hydroelectric Facility Work Requirements

R. Forebay/Tailrace – Boat Use: Prior to performing any work on the water within the Priest Rapids Project, the Contractor will notify the appropriate Control Room (Wanapum 509-754-5007 or Priest Rapids 509-754-5006) whichever is closer. The check in procedure shall include the caller's name, company, number of people on the boat, and location of the work. Once the work is complete and the Contractor is ready to leave the reservoir, he/she must again notify the appropriate Control Room and check out. The above is a District requirement.

S. Working Over Or Adjacent To Water: All work conducted over, near, or in water will require a Risk Assessment/Job Hazard Analysis to assess the need of a rescue boat. This analysis will be submitted as part of the Site-Specific Safety Plan.

T. Priest Rapids Dam Deck Restrictions and Access:

1. All Contractors working on the Priest Rapids powerhouse intake deck and/or the spillway bridge shall comply with Washington State Department of Transportation (WSDOT) publication "Work Zone Traffic Control Guidelines for Maintenance Operations" M 54-44. Personal protective wear shall comply with WSDOT publication "Safety Procedures and Guidelines Manual" M 75-01.

2. The Contractor may use the powerhouse intake and spillway bridge decks for access to the right (west) side of the dam upon coordination with the District and other contractors that may be working in the area. The Contractor will not be allowed to use either deck for staging or setup of equipment and cranes unless otherwise specifically arranged with the District.

3. Contractor shall not be entitled to any claims for delays or damages due to any of the deck blockage restrictions specified in these Contract Documents.

The above is a combination of Code and District requirements.

U. Wanapum Dam Deck Restrictions and Access:

1. All contractors working on the Wanapum powerhouse intake deck and/or the spillway bridge shall comply with Washington State Department of Transportation (WSDOT) publication "Work Zone Traffic Control Guidelines for Maintenance Operations" M 54-44. Personal protective wear shall comply with WSDOT publication "Safety Procedures and Guidelines Manual" M 75-01.

The above is a combination of Code and District requirements.

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

Public Utility District No. 2
of Grant County, Washington

Washington State Department of Fish and Wildlife

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

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

APPENDIX “A”
Statement of Work
2024-2027 Priest Rapids Hatchery Monitoring and Evaluation - Grant County
Public Utility District

Introduction

The Public Utility District No. 2 of Grant County (GCPUD) has guiding principles and approaches for the monitoring and evaluation (M&E) of all of its hatchery programs that are provided in an overarching M&E plan that encompasses all of its programs (Pearsons and Langshaw 2009, Hillman et al. 2013, Hillman et al. 2017; 2019). The first comprehensive sampling for Monitoring and Evaluation of Priest Rapids Hatchery fall Chinook salmon production began in the fall of 2010. Though the comprehensive M&E programs are relatively recent, the Washington Department of Fish & Wildlife (WDFW) has been conducting monitoring and evaluation of Up River Bright (URB) fall Chinook in the Hanford Reach dating back to the early 1980’s monitoring the sport fishery, hatchery returns, and escapement for run reconstruction which includes coded wire tag (CWT) returns. This implementation plan summarizes the Tasks and Objectives specified in the M&E Plan for GCPUD hatchery programs. The M&E Plan approach is also included in Section 11 of the Priest Rapids Hatchery (PRH) Hatchery and Genetic Management Plan (HGMP). Meeting the Objectives as well as accomplishing the Tasks listed in the M&E Plan requires the assemblage of data and analysis from numerous Programs. This implementation plan identifies all Tasks that must be accomplished to meet the M&E Objectives as well as the Agency responsible for funding, staffing, supervision, and data collection.

Project Coordination

WDFW M&E staff dedicated to PRH will work in conjunction with fish culture staff from PRH, the Columbia River Coded Wire Tag Recovery Program (CRCWTP), Region 3 Fish Management, the WDFW District 4 Fish Biologist, UCR Steelhead Monitoring and Evaluation, and the GCPUD Research Science team and the United States Army Corps of Engineers (USACE) to complete all tasks included in the M&E Plan. In addition, samples collected at PRH and in the field will be transported and analyzed by WDFW Labs including the WDFW Scale Reading Lab, and the WDFW Otolith Lab. PRH M&E staff will process all coded-wire tag samples. Data collection and analysis associated with the PRH M&E and Hanford Reach population monitoring is incorporated into the WDFW Traps, Weirs, and Spillways (TWS) data base for use in M&E analyses, forecasting and managing fall Chinook salmon. WDFW will secure and hold all environmental permits necessary for work that is described in this statement of work. Data collection design, review, analysis, and reporting will be completed as a combined effort between GCPUD and WDFW Biologist(s). The performance period of this implementation plan is from July 1, 2024 – June 30, 2027.

Objectives

The objective of the PRH M&E plan is to evaluate the performance of the PRH program relative to the goals and objectives of the PRH program. The overarching goal of the PRH program is to meet GPUD’s hatchery mitigation by producing fish for harvest while keeping genetic and ecological impacts within acceptable limits.

Objective 1: Determine if the PRH program has affected abundance and productivity of the Hanford Reach Population.

- Objective 2:** Determine if the run timing, spawn timing, and spawning distribution of both the natural and PRH components of the Hanford Reach population are similar.
- Objective 3:** Determine if genetic diversity, population structure, and effective population size have changed in natural spawning populations as a result of the PRH program. Additionally, determine if PRH programs have caused changes in phenotypic characteristics of the Hanford Reach population.
- Objective 4:** Determine if the PRH adult-to-adult survival (i.e., hatchery replacement rate) is greater than the Hanford Reach adult-to-adult survival (i.e., natural replacement rate) and equal to or greater than the program specific hatchery replacement rate (HRR) expected value based on survival rates listed in the BAMP (1998).
- Objective 5:** Determine if the stray rate of PRH fish is below the acceptable levels to maintain genetic variation between stocks.
- Objective 6:** Determine if PRH fish were released at the programmed size and number.
- Objective 7:** Determine if harvest opportunities have been provided using PRH returning adults.
- Objective 8:** Determine if the PRH has increased pathogen type and/or prevalence in the Hanford Reach population.
- Objective 9:** Determine if ecological interactions attributed to PRH fish affect the distribution, abundance, and/or size of non-target taxa of concern that were deemed to be at sufficient risk.

Methods

The PRH M&E plan is primarily organized in tables to facilitate review and provide clear direction for implementation. This plan was designed to be consistent with M&E plans that were designed and are currently being implemented by Chelan and Douglas Public Utility Districts. A variety of field methods will be used to collect the data necessary to achieve M&E objectives. Methods include redd surveys, carcass surveys, adult trapping, data collection at the hatchery during spawning, data collected at the hatchery during rearing, juvenile collection and tagging in the natural environment, disease monitoring, and NTTOC) monitoring in the natural environment, if identified as necessary in a risk assessment.

Tagging and marking will be an essential component of apportioning hatchery and natural origin production and stray rate. All of the hatchery origin fish will be marked prior to release from PRH. Two mass marking techniques have been proposed, otolith marking and adipose fin clipping. Currently, all hatchery origin fish will continue to be otolith marked. Otolith marking was initiated during brood year 2007.

WDFW and GPUD will refine subsample size estimates for submission of otolith samples to the WDFW Otolith Lab after the ages of the fish sampled have been determined by the WDFW Scale Lab (typically during the winter). The size of the subsamples by age and gender is based on number of samples collected and the relationship between sample size and deviation of the estimated variable from the cumulative estimate of a variable.

Passive Integrated Transponder (PIT) tag observations will be inventoried at the PIT-tag arrays located at Bonneville, McNary, Ice Harbor, and Priest Rapids dams and the PRH discharge channel.

The following Tasks are necessary to meet the Objectives of the M&E Plan (some of these tasks are funded wholly or in part by other organizations):

- Task 1.** PRH sampling of adult returns at the trap.
- Task 2.** PRH sampling of adult returns during spawning.
- Task 3.** Compilation of PRH origin URB fall Chinook salmon in the sport harvest including the Hanford Reach, Yakima River, Wanapum Tribal Fishery, ocean, and lower Columbia commercial and tribal harvest.
- Task 4.** Redd surveys in the lower Yakima River.
- Task 5.** Adult counts at dams and hatcheries.
- Task 6.** Carcass surveys in the Hanford Reach, Hatchery Discharge Channel, Priest Rapids Dam Pool, and Yakima River downstream of Prosser Dam.
- Task 7.** Pre-release sampling of juveniles at PRH
- Task 8.** Juvenile marking and tagging of the Hanford Reach natural population.
- Task 9.** Operation and evaluation of PIT tag detections at the PRH discharge channel and derived estimates from dams.

Task 1. Sampling Information, Methods, and Metrics for Data Collected at the Priest Rapids Hatchery Volunteer Trap (Hatchery Genetic Management Plan (HGMP), Attachment 5, Table 7)

Objectives: 1, 2, 3, 4, & 5

Frame: Population of fish collected at the PRH trap.

Sample Unit: Fish surplused. Fish transported from the trap and ponded for broodstock are included in Task 2.

Sample Size: Sample all Chinook salmon regardless of external marks or fin clips that are not used for broodstock to identify the presence of CWT. The sample rate for detailed biological data collection will be set in September after WDFW updates the run forecast for fall Chinook salmon returns to PRH to accommodate a sample goal of 1,000 fish surplused from the PRH volunteer trap.

Schedule: September 1 through December 15.

Methods: All Chinook salmon surplused or found as a mortality will be scanned for the presence of a CWT.

All in-sample Chinook salmon will be sampled for age (scale sample), gender, fork length and post orbital hypural plate (POHP) length. In-sample fish will also be sampled for origin by either the collection of CWT if present or otoliths. The CWT fish from the in-sample group will have their snout removed, bagged and labeled for processing at either the PRH wet lab or the WDFW Pasco office. Non-CWT fish will have their otoliths removed, placed in pre-labeled vials filled with a preservative, and cataloged for processing. Select otoliths will be sent to the WDFW Otolith Lab to determine if they are PRH origin.

The collection of scales from in-sample fish in conjunction with CWT recoveries is necessary to validate age reading and to provide a cross reference for data collections. To reduce the workload of processing “out-of-sample” CWT fish, scale samples will not be collected. These fish will still be sampled for gender, fork length, and the snout removed, bagged, and labeled for processing.

Data Collected: Scale (age), otolith (PRH origin), fork length, POHP length, gender, and CWT (origin).

Personnel and Equipment: A team of M&E technicians with oversight by a lead M&E technician and the M&E biologist, transport vehicles, and standard sampling gear. Staff will sample PRH returns from the volunteer trap. Staff will be responsible for biological sampling, data entry, and reading of CWT. These activities will occur at both the PRH wet lab and the WDFW Pasco office. The WDFW Otolith Lab will process otoliths to determine if they are PRH origin. The WDFW Scale Lab will read all scales to age including years in freshwater.

Task 2. Sampling Information, Methods, and Metrics for Data Collected at the Priest Rapids Hatchery during Holding and Spawning (HGMP, Attachment 5, Table 8)

Objectives: 1, 2, 3, 4, 5, & 8

Frame: Spawning population of PRH.

Sample Unit: PRH Broodstock.

Sample Size: Sample all Chinook salmon for CWT recovery. The sample rates (in-sample) for detailed biological data collection will be set in September after WDFW updates the run forecast for fall Chinook salmon returns to PRH to accommodate an in-sample goal of 1,000 ponded fish originating from the PRH volunteer trap. In-sample rates for other sources of broodstock (e.g., ABC fishery) will be set after the collection sizes are determined.

Schedule: October 21 through early December, two or more days per week.

Methods: All fish ponded, regardless of source will be scanned for the presence of CWTs after they are spawned, surplused, or found as a mortality. All in-sample Chinook salmon will be sampled for age (scale sample), gender, fork length and POHP length. In-sample fish will also be sampled for origin by either the collection of CWT if present or otoliths. The CWT fish from the in-sample group will have their snout removed, labeled, and bagged for processing at either the PRH wet lab or the WDFW Pasco office. Non-CWT fish will have their otoliths removed, placed in pre-labeled vials filled with a preservative, and cataloged for processing. Select otoliths will be sent to the WDFW Otolith Lab to determine if they are PRH origin.

The collection of scales from in-sample fish in conjunction with CWT recoveries is necessary to validate age reading and to provide a cross reference for data collections. To reduce the workload of processing out-of-sample CWT fish, scales will not be collected. These fish will only be sampled for gender, fork length, and the snout removed, bagged, and labeled for processing. Fecundity will be collected during sampling of spawned fish. Ovarian fluid will be drained from the egg takes of females sub-sampled for fecundity, eggs will then be weighed, and the requisite number of eggs based on 2013 sampling (e.g., 100 eggs) will be collected and weighed to estimate fecundity for the female. Scales, otoliths, and fork length will be collected for each female in the fecundity sample. Attempts will be made to measure fecundity on presumptive hatchery origin (collected from volunteer trap) and natural origin fish (collected from fish captured in the ABC fishery possessing no marks or tags such as an adipose clip or CWT). The goal will be to get 100 samples from each of the two origins (total 200) and to cover the full range of female size.

Data Collected: Scale (age), otolith (PRH origin), fecundity, egg weight, fork length, POHP length, gender, and CWT (origin).

Personnel and Equipment: Up to six WDFW M&E technicians with M&E Biologist oversight, transport vehicles, and standard sampling gear. The WDFW Otolith Lab will process otoliths to determine if they are PRH origin. The PRH M&E staff will process CWT samples to determine origin. The WDFW Scale Lab will read all scales to age including years in freshwater. The WDFW Fish Health Specialist will follow disease testing protocols established for WDFW hatcheries.

Task 3. Sampling Information, Methods & Metrics for Harvest Sampling (HGMP, Attachment 5, Table 9)

Objectives: 1, 2, 4, 5, & 7

Frame: Harvest of natural origin Hanford Reach fall Chinook salmon and fall Chinook salmon released from PRH (e.g., Wanapum Tribal Harvest, Yakima River Fall Chinook salmon Sport Harvest, Hanford Reach fall Chinook salmon sport harvest).

Sample Unit: All Chinook salmon observed during the Hanford Reach salmon fishery.

Task 3.1. Hanford Reach Sport Fishery, Phenotypic Metrics

Sample size: All Chinook salmon sampled are scanned for the presence of CWTs. A minimum of 350 Chinook salmon from the sport harvest will be sub-sampled at the appropriate rate (e.g., every 10th carcass) to determine origin and other phenotypic metrics; age, gender, and length at age.

Schedule: Daily from August 16 through October 31.

Methods: Staff will be stationed at primitive boat launches throughout the Hanford Reach including Vernita Bridge, Waluke, and Ringold. All anglers encountered will be interviewed to determine catch and estimate harvest. Harvested Chinook salmon from these anglers will be sampled to determine origin (CWT), age (scales), gender, and length. Methods are fully described in the WDFW Annual Report (Hoffarth, 2008).

Data Collected: Species harvested and released, location, number of boats, number of anglers, effort (angler hours and trailer index counts), catch per unit effort, harvest per unit effort, incidental catch. Biological data will include age (scale), fork length, gender, and origin (CWT).

Personnel and Equipment: WDFW will provide four creel staff for monitoring the sport harvest. Both the PRH M&E and RSH M&E projects will provide one additional creel staff for sport harvest monitoring. Staff start dates are staggered to match angler effort and reduce costs. Two WDFW staff start August 15, the M&E funded staff begin September 1, and a fifth staff member funded by WDFW begins September 15. The final WDFW staff member starts when the Hanford Reach opens for steelhead, typically October 1. All data collected during the sport fishery will be processed by WDFW staff. The WDFW District 4 Fish Biologist is responsible for analyzing the data, generating weekly harvest and ESA impact estimates, and evaluating if current harvest is within the harvest guidelines of the Hanford Reach Fall Chinook Harvest Management Plan. PRH M&E staff will process CWT samples to origin and age. The WDFW Scale Lab will read all scale to age including years in freshwater.

Task 3.2. *Yakima River Fall Salmon Sport Fishery*

Sample Size: All Chinook salmon observed in the harvest are scanned for the presence of a CWT and sampled for run reconstruction.

Schedule: Five days per week from September 1 through October 31.

Methods: Staff monitors bank and boat anglers from the Duportail Access Area upstream to Prosser. All anglers encountered will be interviewed to determine catch and estimate harvest. Harvested Chinook salmon from these anglers will be sampled to determine origin (CWT), age (scales), gender, and length. Methods are fully described in the WDFW Annual Report (Hoffarth, 2008).

Data Collected: Species harvested and released, numbers of boats, number of anglers (bank & boat), effort (angler hours), catch per unit effort, harvest per unit effort, incidental catch, scale (Chinook, coho, and steelhead), fork length, gender, and origin (CWT).

Personnel and Equipment: WDFW provides one technician for monitoring the sport. The WDFW District 4 Fish Biologist is responsible for entering all data, analyzing the data, and generating weekly harvest and ESA impact estimates. The PRH M&E staff will process CWT samples to origin and age. The WDFW Scale Lab will read all scale to age including years in freshwater.

Task 3.3. *Wanapum Tribal Fall Chinook Salmon Fishery*

Sample Size: All Chinook salmon harvested are sampled.

Schedule: September 1 through October 15.

Methods: All Chinook salmon and Coho harvested are sampled to determine origin (CWT), age (scales), gender, and length. All Chinook salmon and coho harvested will be scanned for the presence of a CWT. All snouts with a positive signal will be transported to the WDFW District 4 Office for processing. Methods are fully described in the WDFW Procedures for Sampling the Wanapum Fishery (Hoffarth, 2009).

Data Collected: Species harvested, incidental catch, number of nets, mesh size, age (scale), fork length, gender, and origin (CWT).

Personnel and Equipment: GCPUD Cultural staff will sample the fishery and provide the data and samples to the WDFW District 4 Fish Biologist. The WDFW District 4 Fish Biologist enter all data from the fishery. The PRH M&E staff will process CWT samples to origin and age. The WDFW Scale Lab will read all scale to age including years in freshwater.

Task 4. *Sampling Information, Methods, and Metrics for Redd Surveys (HGMP, Attachment 5, Table 4)*

Objectives: 1 & 4

Frame: Redds in the lower Yakima River.

Sample Unit: Visible redds located in the Yakima River below Prosser (Rkm 13 – 74). Sample unit is partitioned into four reaches:

- 1 – Chandler Powerplant to Prosser Dam
- 2 – Benton City Boat Launch to Chandler Dam
- 3 – Horn Rapids Park to Benton City Boat Launch

4 – Duportail St. Boat Launch to Snively Rd. Boat Launch

Sample size: Total count of visible redds.

Schedule: Weekly between October 21 and November 30.

Methods: Foot and boat surveys will be conducted as generally described by Gallagher et al. (2007) and Murdoch et al. (2008). Redds will be identified based upon their relatively clean substrate and a bowl and tail spill morphology. All four reaches of river surveyed weekly by boat (cataraft).

Data Collected: Counts of redds and live fish by reach.

Personnel and Equipment: Two WDFW staff persons funded by CRCWTRP, cataraft, two tow vehicles, and standard sampling gear.

Task 5. Sampling Information, Methods, and Metrics for Adult Counts at Dams and Hatcheries

Objectives: 1, 2, 3, 4

Frame: Fall Chinook salmon in the Hanford Reach.

Sample Unit: Fall Chinook salmon counted at dams or weirs (McNary, Priest Rapids, Ice Harbor, Prosser, PRH trap, Ringold Hatchery trap).

Sample Size: Total count or subsample.

Schedule: Daily from August 9 through November 15.

Methods: Dam counts using observers or video as generally described by Wagner (2007). All returns to hatchery volunteer traps will be enumerated prior to removal from the hatchery.

Data Collected: Fall Chinook salmon are recorded into two categories based on fork length, adults and jacks. Adults are all Chinook salmon greater than 22 inches in total length.

Personnel and equipment: Counts of salmonid returns to PRH and Ringold Springs Hatchery (RSH) volunteer traps will be provided by M&E Staff. Adult salmonid passage counts at dams are provided by the United States Army Corp of Engineers (USACE), Yakama/Klickitat Fisheries Project (YKFP), and GCPUD.

Notes for Task 5.

Adult Chinook Salmon Counts at Mainstem Hydroelectric and Diversion Projects. Fish counts at mainstem Projects including the Columbia, Snake, and Yakima Rivers necessary to meet PRH M&E objectives are funded by non-related programs by GCPUD, WDFW, the USACE, and the Yakama Indian Nation. These data are readily available on the internet and will be downloaded at frequent intervals by the WDFW District 4 Fish Biologist.

Adult Chinook Salmon Counts at Priest Rapids Hatchery. Hatchery returns to Priest Rapids are

enumerated by hatchery staff in coordination with M&E staff.

Adult Chinook Salmon Counts at Ringold Springs Hatchery. Hatchery returns to Ringold Springs Hatchery are enumerated by hatchery staff in coordination with the Ringold Springs Hatchery M&E Program.

Task 6. Sampling Information, Methods, and Metrics for Carcass Surveys in the Natural Environment (HGMP, Attachment 5, Table 6)

Objectives: 1, 2, 3, 4, & 5

Frame: Hanford Reach, Hatchery Discharge Channel, Priest Rapids Pool, and Yakima River

Task 6.1. Hanford Reach Stream Surveys

Sample Unit: Salmon carcasses partitioned by reach; five river reaches have been established in the Hanford Reach:

- 1 - Vernita Bridge to Priest Rapids Dam
- 2 - Island #2 to Vernita Bridge
- 3 - Wooden Powerline Towers to Island #2
- 4 - Wooded Island to Wooden Powerline Towers
- 5 - Richland to Wooded Island

Carcasses recovered in the Columbia River immediately downstream of the PRH discharge channel will be included with those Chinook salmon recovered in the discharge channel but will be tracked separately should additional analysis of these fish be necessary.

Sample Size: All carcasses observed in the surveys will be sampled for the presence of a CWT. Approximately 2,500 carcasses will be sampled in the Hanford Reach for origin based on CWT and otoliths. These sampled fish will be used to determine other phenotypic metrics; age, gender, fork length, egg retention, in addition to the determination of origin.

Schedule: October 27 through December 12.

Methods: All carcasses that are encountered will be collected with a gaff or by hand. Surveys will occur by boat or foot. Methods will generally follow Crawford et al. (2007), Murdoch et al. (2008); and Hoffarth et al. (2008). All Chinook salmon will be wanded for the presence of a CWT. All Chinook salmon with a CWT present will be sampled for age (scale sample), gender, fork length, and the snout will be bagged and labeled for processing by M&E staff at the PRH wet lab or WDFW Pasco office. Otoliths will be collected from in-sample fish, placed in a vial, and stored with an appropriate index number. Otoliths will be sent to the WDFW Otolith Lab for decoding to determine if they are PRH origin. Chinook salmon sub-sampled for run reconstruction will be sampled for age (scale samples), gender, fork length, and spawning success. Fish will be identified to gender based on morphology. Female Chinook salmon in the sub-sample will be dissected to determine spawn success based on the percentage of egg retention (e.g., 0.0-10%, 11-37%, 38-62%, 63-87%, 88-100%). The percent of egg retention will be first visually estimated and then calculated by dividing the count of eggs retained by an estimated fecundity based on length versus fecundity regressions. In addition, retained eggs will be quantified by counting in the field or bagged and later estimated in the office. Carcasses will be cut in half to avoid duplicate sampling in future surveys.

Data Collected: Scale (age), otolith (PRH origin), fork length, gender, spawn success, CWT (origin), location.

Personnel and Equipment: Three boat crews with a three-person crew operating seven days per week. PRH M&E staff, RSH M&E staff, and WDFW staff to perform field sampling, collect CWTs and otoliths, and enter data into the data base. This will require a total of 13 (three WDFW staff, three RSH M&E staff, and seven PRH M&E staff), three boats, three vehicles and standard sampling equipment. The WDFW Otolith Lab will process otoliths to determine if they are PRH origin. The PRH M&E staff will process CWT samples to origin and age. The WDFW Scale Lab will read all scale to age including years in freshwater.

Task 6.2. Priest Rapids Hatchery Discharge Channel Stream Surveys

Sample Unit: PRH Discharge Channel, approximately one-quarter mile in length from the Columbia River to the PRH trap.

Sample Size: Sample all carcasses recovered in the survey for CWT. In addition, carcasses will be sub-sampled at the same rate as Chinook salmon in the Hanford Reach stream survey listed above to determine other demographic; age, gender, length, spawn success (including counts of retained eggs).

Schedule: October 25 through December 8.

Methods: All carcasses that are encountered will be collected with a gaff or by hand. Surveys will occur by foot. Methods will generally follow Crawford et al. (2007), Murdoch et al. (2008); and Hoffarth et al. (2008). All fish will be wanded for the presence of CWT.

All Chinook salmon with a CWT present will be sampled for age (scale sample), gender, fork length, and the snout will be bagged and labeled for processing at the WDFW CWT Lab. Chinook salmon sub-sampled for run reconstruction will be sampled for age (scale samples), gender, fork length, CWT, otoliths, and spawning success. Otoliths will be collected at the same sample rate as Hanford Reach natural origin otolith collections. Otoliths will be sent to the WDFW Otolith Lab for decoding to determine if they are PRH origin. Fish will be identified to gender based on morphology. Female Chinook salmon in the sub-sample will be dissected to determine spawn success based on the percentage of egg retention (i.e., 0.0-10%, 11-37%, 38-62%, 63-87%, 88-100%). The percent of egg retention will be first visually estimated and then calculated by dividing the count of eggs retained by an estimated fecundity based on length versus fecundity regressions. In addition, retained eggs will be quantified by counting in the field or bagged and later estimated in the office. Carcasses will be cut in half to avoid duplicate sampling in future surveys.

Data Collected: Scale (age), otolith (PRH origin), fork length, gender, spawn success, CWT (origin), otoliths (origin) and location.

Personnel and Equipment: Two PRH M&E staff and standard sampling equipment.

Task 6.3. Priest Rapids Pool Stream Surveys

Sample Unit: Priest Rapids Dam upstream to Wanapum Dam.

Sample Size: All Chinook salmon recovered in the survey will be sampled for a CWT. The in-sample rate for biological data collection will be set on October 31 based on escapement size.

Schedule: November 1 through December 12, two days per week.

Methods: All carcasses that are encountered will be collected with a gaff or by hand. Surveys will occur by boat and foot. All Chinook salmon will be wanded for the presence of a CWT. Chinook salmon with a

CWT present will be sampled for age (scale sample), gender, fork length, and the snout will be bagged and labeled for processing at the PRH wet lab or WDFW Pasco Office. Biological data collected from in-sample collections will include scale samples (age), gender, fork length, CWT or otoliths, and spawning success. Fish will be identified to gender based on morphology. Otoliths will be collected, placed in a vial, and stored with an appropriate index number. Otoliths will be sent to the WDFW Otolith Lab for decoding to determine if they are PRH origin. Female Chinook salmon in the sub-sample will be dissected to determine spawn success based on the percentage of egg retention (i.e., 0.0-10%, 11-37%, 38-62%, 63-87%, 88-100%). The percent of egg retention will be first visually estimated and then calculated by dividing the count of eggs retained by an estimated fecundity based on length versus fecundity regressions. In addition, retained eggs will be quantified by counting in the field or bagged and later estimated in the office. Carcasses will be cut in half to avoid duplicate sampling in future surveys.

Data Collected: Scale (age), otolith (PRH origin), fork length, gender, spawn success, CWT (origin), location.

Personnel and Equipment: Two field staff dedicated to the Hanford Reach stream surveys will accomplish this task as a component of the scope of work for technicians assigned to M&E for the natural environment funded by GCPUD and USACE (Listed in this Task above).

Task 6.4. Yakima River Stream Surveys

Sample Unit: Yakima River downstream of Prosser Dam. Sample unit is partitioned into four reaches:

- 1 – Chandler Powerplant to Prosser Dam
- 2 – Benton City Boat Launch to Chandler Dam
- 3 – Horn Rapids Park to Benton City Boat Launch
- 4 – Duportail St. Boat Launch to Snively Rd. Boat Launch

Sample Size: All Chinook salmon recovered in the survey will be sampled for CWT. The in-sample rate for biological data collection will be set on October 15 based on escapement size.

Schedule: October 21 through November 30, all four sections of river completed weekly, one section per day, boat survey (cataraft).

Methods: All carcasses that are encountered will be collected with a gaff or by hand. Surveys will occur by boat. Methods will generally follow Crawford et al. (2007), Murdoch et al. (2008); and Hoffarth et al. (2008). All Chinook salmon will be wanded for the presence of CWTs. Chinook salmon with a CWT present will be sampled for age (scale sample), gender, fork length, and the snout will be bagged and labeled for processing at the PRH wet lab or Pasco Office. Chinook salmon sub-sampled for run reconstruction will be sampled for age (scale samples), gender, fork length, and spawning success. Fish will be identified to gender based on morphology. Female Chinook salmon in the sub-sample will be dissected to determine spawn success based on the percentage of egg retention (e.g., 0.0-10%, 11-37%, 38-62%, 63-87%, 88-100%). The percent of egg retention will be first visually estimated and then calculated by dividing the count of eggs retained by an estimated fecundity based on length versus fecundity regressions. In addition, retained eggs will be quantified by counting in the field or bagged and later estimated in the office. Carcasses will be cut in half to avoid duplicate sampling in future surveys.

Data Collected: Scale (age), fork length, gender, spawn success, CWT (origin), location.

Personnel and Equipment: One boat (cataraft) with a two person crew funded by Columbia River Coded-Wire Tag Regional Program (CRCWTRP) standard sampling equipment (funded by CRCWTRP).

Task 7. Sampling Information, Methods, and Metrics for Data Collected to Monitor Fish Culture of Juveniles

Objectives: 6 & 8

Frame: Abundance, size, adipose clip rate, CWT rate, rate of precociousness, and disease occurrence of smolts at PRH at the time of release.

Task 7.1. Abundance and Size at Release

Sample Unit: Juveniles prior to release from PRH

Sample Size: Approximately 300 fish from each rearing vessel (five total) to determine size metrics.

Schedule: Prior to release in late May and mid-June.

Methods: Estimate abundance each life stage: egg, transfer to raceways, transfer to ponds, and release. Estimates of abundance will be generated by subtracting mortalities at subsequent life stages from estimates of green eggs. Use cast net to collect juveniles for each of the final rearing ponds (five total). Size and length data will be collected calculate CVs for both matrixes. Each fish will be weighed (grams) and measured to fork length (millimeters).

Data Collected: Abundance, fish per pound, length of individual fish, and weight of individual fish.

Personnel and Equipment: Two PRH M&E staff, cast nets, fish transport tank, holding vessels, scale, measuring board, and tally counter.

Task 7.2. Determination of adipose clip rate and CWT rate

Sample Unit: Juveniles prior to release from PRH.

Sample Size: Approximately 1,000 fish from each final rearing vessel (five total) to determine mark and tag rates.

Schedule: Prior to release in late May and mid-June.

Methods: Use cast net to collect juveniles from each final rearing pond. Estimate the proportions of juveniles that fall into one of four categories: (not adipose clipped and not CWT tagged), (adipose clipped and not CWT tagged) (not adipose clipped but possess CWT) and (adipose clipped and possess CWT). Estimates of these proportions by category will be obtained by visually inspecting individual fish for the presence or absence of an adipose fin and scanning it for a CWT using a V-detector (NW Marine Tech).

Data Collected: Adipose mark rate and CWT rates for each final rearing pond

Personnel and Equipment: Two PRH M&E staff, cast nets, fish transport tank, holding vessels, CWT V-detector, tally counter.

Tasks 7.3. Rate of precociousness

Sample Unit: Juveniles prior to release from PRH

Sample Size: Approximately 300 fish from each final rearing vessel (five total) to determine presence and absence of precocious juveniles.

Schedule: Prior to release in late May and mid-June.

Methods: Use cast net to collect juveniles from each final rearing pond. Estimate the presences of precocious of juveniles for each pond by non-lethal visual inspection of each juvenile for the presence of milt.

Data Collected: Number of precocious juveniles within the sample for each final rearing pond.

Personnel and Equipment: Two PRH M&E staff, cast nets, fish transport tank, holding vessels, and tally counter.

Tasks 7.4. *Monitoring of diseases outbreaks*

Sample Unit: Specific life stages of fall Chinook Salmon at PRH.

Sample Size: Variable

Schedule: September through late-June.

Methods: Summarize reports provided by WDFW Fish Health staff for inclusion into the annual M&E report.

Data Collected: Number of fish sampled and occurrence of diseases

Personnel and Equipment: One PRH M&E staff for reporting.

Task 8. *Sampling Information, Methods, and Metrics to Monitor Natural Origin Juvenile Fish Abundance and Size*

Objective(s): 1

Frame: Naturally produced juveniles in the Hanford Reach.

Sample Unit: All Chinook salmon collected by beach seine in the Hanford Reach during the CWT tagging program.

Sample Size: Appropriate samples will be taken from both the marked and unmarked Chinook salmon.

Schedule: Late May to Early June (typically 10 day marking program).

Methods: Chinook salmon collected during the CWT marking program will be routinely sampled by length. Mark groups and tag codes will be enumerated. Goal of the marking program is to tag and adipose clip 200,000 of the natural production of fall Chinook salmon in the Hanford Reach.

Data Collected: Total numbers of Chinook salmon collected size at marking, mark numbers.

Personnel and Equipment: CWT trailer, technicians, supervision by both Columbia River Intertribal Fish Commission (CRITFC) and WDFW, collection is conducted by the Yakama Indian Nation, Umatilla Indian Nation, and CRITFC. This project is funded by the Bonneville Power Administration.

Task 9. Operation and Data Analysis of PIT tag Detections at the Priest Rapids Hatchery Discharge Channel

Frame: PRH Juvenile Releases and Adult Returns.

Sample Size: Up to 43,500 PIT juvenile fall Chinook salmon released from PRH. The number and origin of adult returns likely to be detected at the array is unknown.

Schedule: May 10 to December 15.

Methods: The PIT-tag antennae arrays provide PIT tag detection of juveniles at release as well as returning adults. The PRH M&E staff will monitor PIT detections and analyze results to determine the abundance of both juvenile and adult PRH fall Chinook salmon, travel time and speed of juvenile fish, re-ascension of mini-jacks, and identification of non-PRH origin fish. PIT tag detections will be compared against adult detections at hydroelectric projects in the Columbia and Snake rivers to estimate interdam loss, smolt to adult survival to the hatchery, juvenile downstream survival, as well as adult re-ascension and re-ascension rates at McNary, Ice Harbor and Priest Rapids dams. WDFW maintenance crews will conduct routine maintenance of the PIT tag arrays as needed. An in-depth inspection of the arrays will occur during May prior to the hatchery release of juvenile Chinook salmon and again during late August for preparation for the adult Chinook salmon return.

The volitional releases of juveniles from rearing ponds needs to be staggered by several days or the PIT-tag antennae array system will be overwhelmed by the high numbers of out-migrants and the data lost. The juvenile release strategy will be coordinated with hatchery staff.

Data Collected: Total numbers and timing of Chinook salmon PIT detections collected.

Personnel and Equipment: The PRH M&E staff.

Expected Results and Applicability

Data collected from the 2024 - 2027 return will be reviewed to determine if URB fall Chinook salmon production from PRH met all of the Objectives/Goals of the M&E Plan. For years 2024 - 2027, all PRH brood year returns will possess an otolith mark which will allow for determination of pNOB, pHOS, and PNI at a high level of confidence.

Data Compilation and Analysis

Data will be maintained at the WDFW District office in Pasco and backed up on the WDFW Network (S:drive) and a dedicated thumb drive. The data is backed up weekly during the field season and each day the database is proofed. Data will be routinely entered into an Access or Excel data base in-season. The TWS Access database is the primary means of organizing and storing biological data. Some data associated with carcass recovery is entered into Excel spreadsheets. Age, CWT, and otolith information will be entered into the data base when it returns from the WDFW Labs. Scale cards are the primary means of recording data in the field. The scale cards will be proofed for obvious errors by staff at the end of each field day and again prior to entering data into the TWS which occurs routinely September through December. Staff will proof the data entered into the TWS mid-December and again in early January as scale age and CWT results becomes available. The otolith data is entered into the TWS and proofed as results become available generally in March and April. Proofing the TWS generally requires two staff; one to read aloud the data

on scale cards and data sheets while another verifies the data in the TWS.

The Historical data as well as current data will be incorporated into the analysis and reporting for the PRH M&E Program. Historical data will be mined and presented to the maximum extent possible so that the longest data set can be evaluated. This will include mining data from other WDFW sources and from Battelle.

Summary of New Activities and Project Timelines.

Brief descriptions of alterations to existing Tasks or new tasks associated with PRH M&E during 2024-2027 are given in Table 1. Project timelines for field work, data entry, and reporting are given in Table 2.

Table 1. New activities for Priest Rapids Monitoring and Evaluation for July 1, 2024 - June 30, 2027

Activity	Associated Task
None	

Table 2. Project timelines for data entry, analysis, and reporting July 1, 2024 - June 30, 2027

Activity	Dates
Priest Rapids Hatchery	
Trapping, Broodstock Collection, and Surplus Operations	September 1 – December 15
Spawning	October 21 – December 10
Hatchery Discharge Channel Stream Surveys	October 15 – December 8
PIT tag Array Maintenance and Evaluation	July 1 – June 30
Hanford Reach	
Hanford Reach Fall Chinook salmon Fishery	August 1 – October 31
Hanford Reach Stream Survey	November 1 – December 12
Priest Rapids Pool	
Priest Pool Stream Surveys	November 1 – December 12
Yakima River downstream of Prosser Dam	
Yakima stream surveys for redds and carcasses	October 22 – November 30
Data Entry & Analysis	
Data Entry Return Year	September 1 – March 31
Data Review and Analysis	January 1 – June 30
Reporting	
Draft Monitoring and Evaluation Report	May 15
Final Monitoring and Evaluation Report	June 30
Monthly reports during the field season	Due by the 10th of each month

Summary of Sample Sizes

Sample size of each Task associated with PRH M&E during the performance period is given in Table 3.

Table 3. Sample size goals by Task. The sample size for otolith decoding will be determined after the age distribution data is available.

Task	Sample Size
Task 1. Priest Rapids Hatchery sampling of adult returns at the	100% for CWT, 1,000 for other

trap	
Task 2. Priest Rapids Hatchery sampling of adult returns during spawning	100% for CWT, 1,000 for other
Task 3. Compilation of Priest Rapids Hatchery origin URB fall Chinook salmon in the sport harvest including the Hanford Reach, Yakima River, Wanapum Tribal Fishery, ocean, and lower Columbia commercial and tribal harvest	All Encountered
<i>Task 3.1</i> Hanford Reach Sport Fishery, Phenotypic Metrics	350
<i>Task 3.2.</i> Yakima River Fall Salmon Sport Fishery	All Encountered
<i>Task 3.3</i> Wanapum Tribal Fall Chinook Salmon Fishery	All Encountered
Task 4. Yakima River Redd Surveys (Rkm 13 – 74)	All Observed
Task 5. Adult counts at dams and hatcheries	
<i>Task 5.1. Adult Chinook Salmon Counts at Mainstem Hydroelectric and Diversion Projects</i>	All Returns
<i>Task 5.2 Adult Chinook Salmon Counts at Priest Rapids Hatchery</i>	All Returns
<i>Task 5.3. Adult Chinook Salmon Counts at Ringold Springs Hatchery</i>	All Returns
Task 6. Carcass surveys in the Hanford Reach, Hatchery Discharge Channel, and Yakima River	
<i>Task 6.1. Hanford Reach Stream Surveys</i>	100% for CWT, 2,500 for other demographic data.
<i>Task 6.2. Hatchery Discharge Channel Stream Surveys</i>	All Encountered
<i>Task 6.3. Priest Rapids Pool Stream Surveys</i>	All Encountered
<i>Task 6.4. Yakima River Stream Surveys</i>	All Encountered
Task 7. Sample Information, Methods, and Metrics for data collected to monitor fish culture of Juveniles	1,500 (300 x 5 Ponds) juveniles individually weighed and measured, and rate of precocious fish; 5,000 (1,000 x 5 ponds) juveniles for CWT tag rate, adipose clip rate
Task 8. Juvenile marking and tagging of the Hanford Reach natural population	200,000 natural origin juvenile fall Chinook
Task 9. Operation and evaluation of PIT tag detections at the Priest Rapids Hatchery discharge channel and derived estimates from dam observations.	43,000 PIT Juvenile Release All PIT Adult Returns

Budget

The GCPUD portion of total budget for performing work outlined in this SOW is \$1,295,801.00. The budget details are given in Table 4.

Table 4, Statement of Work budget for Priest Rapids Hatchery M&E, July 1, 2024 - June 30, 2027

Position	Pos #	Staff Months	FY24-25 GPUD Costs	FY25-26 GPUD Costs	FY26-27 GPUD Costs		
Research Scientist 2	0	Admin and Reporting	0.8	\$5,163	\$5,318	\$5,478	
F&W Biologist 3	0	Task 1 - 12: Supervision/Reporting	8.0	\$43,771	\$45,084	\$46,437	
Sci Technician 3	1	Tasks 1 - 2: Spawn/Surplus/Data Entry (Lead Tech)	7.0	\$32,579	\$33,557	\$34,563	
Sci Technician 2	2	Task 1-2: Surplus/Spawn/CWT Proc	2.9	\$11,071	\$11,404	\$11,746	
Sci Technician 2	3	Task 1-2: Surplus/Spawn/CWT Proc	2.9	\$11,071	\$11,404	\$11,746	
Sci Technician 2	4	Task 1-2: Surplus/Spawn/CWT Proc	2.9	\$11,071	\$11,404	\$11,746	
Sci Technician 2	5	Task 1-2: Surplus/Spawn/CWT Proc	3.5	\$13,363	\$13,763	\$14,176	
Sci Technician 2	6	Task 1-2: Surplus/Spawn/CWT Proc	3.5	\$13,363	\$13,763	\$14,176	
Totals			31.5	\$141,452	\$145,697	\$150,068	
Sci Technician 2	11	Tasks 3 HR Creel	2.0	\$13,060	\$13,452	\$13,855	
Totals			2.0	\$13,060	\$13,452	\$13,855	
Biologist 2	12	Tasks 6: HR Carcass (Lead)	0.7	\$3,555	\$5,871	\$6,047	
Sci Technician 2 ^a	13	Tasks 6: HR Carcass (previously Creel)	1.6	\$10,448	\$10,761	\$11,084	
Sci Technician 2 ^a	14	Tasks 6: HR Carcass	1.6	\$10,448	\$10,761	\$11,084	
Sci Technician 2 ^a	15	Tasks 6: HR Carcass	1.6	\$10,448	\$10,761	\$11,084	
Sci Technician 2 ^a	16	Tasks 6: HR Carcass	1.6	\$10,448	\$10,761	\$11,084	
Sci Technician 2 ^a	17	Tasks 6: HR Carcass	1.6	\$10,448	\$10,761	\$11,084	
Sci Technician 2 ^a	18	Tasks 6: HR Carcass	1.6	\$10,448	\$10,761	\$11,084	
Sci Technician 2 ^a	19	Tasks 6: HR Carcass	1.6	\$10,448	\$10,761	\$11,084	
Totals			11.9	\$76,691	\$81,201	\$83,637	
^a Staff and Goods&Services provided by GPUD perform Creel and Carcass Surveys			Totals for FTE, Wages, and Benefits	45.4	\$231,203	\$240,350	\$247,560
Supplies & Equipment							
Office Fees		Includes utilities and supplies	Note: Lease for offices and computer are covered by indirect	\$125	\$128	\$128	
Equipment Maintenance		Repair and maintenance of equipment used by PRH M&E staff		\$312	\$321	\$321	
M&E Staff Gear		6 staff at \$310 each for waders or boots, and fresh rainwear		\$1,160	\$1,195	\$1,231	
Creel and Carcass Staff Gear ^a		7 staff at \$310 each for waders or boots, and fresh rainwear		\$2,170	\$2,235	\$2,302	
M&E Sampling Gear		Knives, gloves, cleaning products, pencils, tweezers, tape		\$561	\$578	\$595	
Creel and Carcass Sampling Gear		Knives, gloves, cleaning products, pencils, tweezers, tape		\$300	\$309	\$318	
M&E Vehicles Lease		Multiple rigs: Months Vary		\$6,285	\$6,473	\$6,667	
Creel Vehicle Lease ^a		2 Months		\$2,009	\$2,069	\$2,131	
Boat for Stream Survey ^a		\$200 per day boat lease for 40 days		\$8,000	\$8,000	\$8,000	
Carcass Vehicle Lease ^a		2 months		\$2,018	\$2,079	\$2,141	
WDFW Lab Fees							
Scale Processing		\$2/sample for 1,100 surplus and 1,000 spawn samples at PRH		\$2,619	\$2,619	\$2,619	
		\$2/sample for 415 carcass and 200 sport harvest in Hanford Reach ^a		\$1,230	\$1,230	\$1,230	
		\$2/sample for 200 ABC spawn ^a		\$400	\$400	\$400	
Otolith Processing		\$13.75/sample for 3,650 samples ^a		\$50,188	\$50,188	\$50,188	
(1000 trap, 1000 Vol spawn, 200 ABC, 100 Fecundity, and 1,250 Hanford Reach carcass, 100 Priest Rapids Pool carcass)							
Total of Goods and Services				\$77,377	\$77,823	\$78,271	
			Direct Costs	\$308,580	\$318,173	\$325,832	
Indirect				\$111,181	\$114,638	\$117,397	
			Indirect Costs	\$111,181	\$114,638	\$117,397	
			Total of Costs	\$419,761	\$432,811	\$443,229	
Line items are descriptions of activities but not limited to the activities described				Grand Total Costs	\$1,295,801		

References

- Hillman, T., T. Kahler, G. Mackey, J. Murauskas, A. Murdoch, K. Murdoch, T. Pearsons, and M. Tonseth. 2013. Monitoring and evaluation plan for PUD hatchery programs. Chelan PUD, Wenatchee, Washington.
- Hillman, T., T. Kahler, G. Mackey, A. Murdoch, K. Murdoch, T. Pearsons, M. Tonseth, and C. Willard. 2017. Monitoring and evaluation plan for PUD hatchery programs: 2017 update. Report to the HCP and PRCC Hatchery Committees, Wenatchee and Ephrata, WA.
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- Grant County Public Utility District. 2009. Hatchery and Genetic Management Plan. Wenatchee Component of the Upper Columbia River Summer Chinook Program – Priest Rapids Project Mitigation. Grant County Public Utility District, Ephrata, Washington.
- Pearsons, T. N., and R. B. Langshaw. 2009. Monitoring and evaluation plan for Grant PUDs salmon and steelhead supplementation programs. Grant County Public Utility District, Ephrata, Washington.
- Pearsons, T. N., and R. B. Langshaw. 2009. Priest Rapids Hatchery Fall Chinook Salmon monitoring and evaluation plan. Grant County Public Utility District, Ephrata, Washington.
- Wagner, P.G., 2007. Fish counting at large hydroelectric projects. Pp 173-195 in Johnson, D.H., B.M. Shrier, J.S. O'Neal, J.A. Knutzen, X. Augerot, T.A. O'Neil, I.G. Cowx. 2005. Salmonid Field Protocols handbook: techniques for assessing status and trends in salmon and trout populations. American Fisheries Society, Bethesda, Maryland.

APPENDIX "B"
CHANGE ORDER
NO. __

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

- A. Description of Change:

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

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

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

Public Utility District No. 2
of Grant County, Washington

Washington State Department of Fish and Wildlife

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____

APPENDIX "C"
TASK AUTHORIZATION FOR
PROFESSIONAL SERVICES

Contract No.:	430-12306	Task Authorization No.:		Amendment No.:	
Project Name:					

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

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

Sample Only

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

Public Utility District No. 2
of Grant County, Washington

Washington State Department of Fish and Wildlife

Approved for District

Accepted by Contractor

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: District Representative

Title: _____

Date: _____

Date: _____

APPENDIX “D”
CONTRACTOR SAFETY REQUEST FOR INFORMATION



Contractor Safety Request for Info

Contractor Company Name: <i>Washington State Department of Fish and Wildlife</i>		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>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 – 06/11/2024

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 430-12306 with the Washington Department of Fish and Wildlife (WDFW), in an amount not-to-exceed \$1,295,801.00 and with a contract completion date of June 30, 2027.

xxxx

MEMORANDUM

May 30, 2024

TO: Rich Wallen, General Manager

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 Contract – Priest Rapids Hatchery Operations and Maintenance

Purpose: To request Commission approval of a new 3-year \$4,162,831 contract to procure services from the Washington Department of Fish and Wildlife (WDFW) for Priest Rapids Hatchery Operation and Maintenance (O&M), from July 1, 2024 through June 30, 2027.

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 IX, Section 9.5 “Fall Chinook Artificial Production Goals” of this agreement, Grant PUD is required to produce 5.4 million fall Chinook salmon smolts for release into the mainstem Columbia River at Priest Rapids Hatchery

This Contract provides a three-year (July 1, 2024 through June 30, 2027) scope of work and budget for O&M performed by WDFW for the District’s fall Chinook hatchery mitigation program.

WDFW is uniquely qualified to conduct O&M activities for the fall Chinook mitigation program because of their extensive fish-culture experience and expertise. They have been good partners in ensuring implementation of the District’s fall Chinook program meets District obligations and PRCC Hatchery Subcommittee requirements. Additionally, working with WDFW has allowed us to partner with the United States Army Corp of Engineers (ACOE) and WDFW in sharing the cost of producing fall Chinook smolts in the Hanford Reach.

The current Professional Services Contract (430-10967) is set to expire on June 30, 2024.

Justification: This contract would allow implementation of the District’s mitigation requirement for fall Chinook required by the SSSA, Part IX, Section 9.5 “Fall Chinook Artificial Production Goals” as amended on August 2006. The consequence of not implementing this Change Order 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. FWWQ staff also believes that a continuation of this contract with WDFW is the most cost effective and biologically prudent option in meeting the District’s mitigation obligations for production of upper Columbia River fall Chinook, for the following reasons.

- ✓ WDFW has the fish culture and biological staff with specific expertise in operating hatchery facilities present and available, and

- ✓ Contracting with WDFW provides a conduit to cost share Grant PUD's Priest Rapids Hatchery operations and maintenance costs with the U.S. Army Corps of Engineers (USACOE).

Financial Considerations: The District's FWWQ staff went through a rigorous 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 Priest Rapids Hatchery O&M requirements and aligned with the District's long-term strategic goals related to hatchery production.

Despite negotiation efforts there is a significant increase in overall expenses (19.2%; \$670,272) compared with the previous 3-year budget. This is attributable in part to an approximately 10% increase approved by the State of Washington for WDFW wages in 2022, and the inclusion of an additional 6 months of time from converting three Fisheries Specialist 2 positions from 10-month to 12-month assignments in an effort to reduce employee turnover at the hatchery. It is difficult to hold salaries and benefits static from year to year, as up to 10 WDFW staff working at the hatchery are covered under the State of Washington and Washington Association of Fish and Wildlife Professionals Collective Bargaining Agreement (<https://ofm.wa.gov/state-human-resources/labor-relations/collective-bargaining-agreements/washington-association-fish-and-wildlife-professionals-wafwp-2017-19>).

The other key consideration for contracting with WDFW is the ability of the District to share the cost of operating and maintaining the Priest Rapids Hatchery with the USACOE. The District provides excess fish rearing capacity available at the hatchery to the USACOE to rear a portion of their mitigation programs. Under the USACOE-WDFW contract, WDFW directly invoices the USACOE for the USACOE's cost of operating Priest Rapids Hatchery over the 3-year timeframe (USACOE's cost share is approximately 37.6% of total operational costs or \$2,184,451). Additionally, the District recovers a portion of our direct operations and maintenance expenses by invoicing the USACOE through our WDFW contract (up to \$1,643,759).

WDFW is uniquely qualified and positioned to operate Priest Rapids Hatchery. Despite increases, FWWQ staff believe that a new contract with WDFW 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 fall Chinook program: The Fish, Wildlife, and Water Quality Department (FWWQ Department) completed an extensive analysis of the feasibility of operating the Priest Rapids Hatchery using District personnel. The analysis determined that the cost for the District to provide equivalent staffing compared with that currently provided by WDFW was not cost effective and would significantly increase the overall program budget. Further, the District does not have the fish-culture staff necessary to complete this work.
2. Other Contractors: This option is currently not feasible. WDFW has extensive experience producing fall Chinook salmon smolts. As a fisheries resource co-manager, WDFW has a vested interest in operating a quality production program. Further, the ACOE plans to contract with WDFW to satisfy their mitigation requirements for fall Chinook reared in Priest Rapids Hatchery and Ringold Hatchery. Cost sharing of O&M activities reduces District's overall program costs.
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 contract would cover three years and have a NTE amount of \$4,162,831. This item is allocated in the District's approved 2024 Operations and Maintenance budget and will be included in the proposed 2025-2027 budgets under Cost Center EB4220, and Initiative Fall Chinook Mitigation Program. Eric Lauver is the District Representative.

Change Order History: Not Applicable.

Legal Review: See attached email.

Recommendation: Commission approval of a new 3-year \$4,162,831 Contract to provide services from the Washington Department of Fish and Wildlife (WDFW) for the Priest Rapids Hatchery Operation and Maintenance from July 1, 2024 through June 30, 2027.

From: [Jeff Grizzel](#)
To: [Ross Hendrick](#); [Tom Dresser](#); [Deanne Pavlik-Kunkel](#); [Shelli Tompkins](#); [Richard Wallen](#)
Subject: RE: ACTION: RESPOND: Final Approvals for the PR Hatchery Operations and Maintenance contract Commission memo
Date: Thursday, May 30, 2024 4:56:26 AM

The memo looks good. Thanks everyone.

Jeff

From: Ross Hendrick <Rhendr1@gcpud.org>
Sent: Wednesday, May 29, 2024 3:27 PM
To: Tom Dresser <TDresse@gcpud.org>; Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Shelli Tompkins <stompkins@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Richard Wallen <rwallen@gcpud.org>
Subject: RE: ACTION: RESPOND: Final Approvals for the PR Hatchery Operations and Maintenance contract Commission memo

I approve. Thanks

From: Tom Dresser <TDresse@gcpud.org>
Sent: Wednesday, May 29, 2024 2:27 PM
To: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Shelli Tompkins <stompkins@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Richard Wallen <rwallen@gcpud.org>
Subject: Re: ACTION: RESPOND: Final Approvals for the PR Hatchery Operations and Maintenance contract Commission memo

I am good on memo

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From: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>
Sent: Wednesday, May 29, 2024 12:01:08 PM
To: Shelli Tompkins <stompkins@gcpud.org>; Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Richard Wallen <rwallen@gcpud.org>
Subject: RE: ACTION: RESPOND: Final Approvals for the PR Hatchery Operations and Maintenance contract Commission memo

I approve the memo.

Thanks for sending this around Shelli.
Deanne

From: Shelli Tompkins <stompkins@gcpud.org>
Sent: Wednesday, May 29, 2024 11:13 AM

To: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>; Richard Wallen <rwallen@gcpud.org>

Subject: ACTION: RESPOND: Final Approvals for the PR Hatchery Operations and Maintenance contract Commission memo

Greetings,

Attached, please find the final version of the PR Hatchery Operations and Maintenance contract Commission Memo previously reviewed and edited. Please reply to all with your approvals on the memo.

I will attach the email approvals in Contracts365 and ensure the memo is included in the June 11 meeting packet (due this Thursday **5/30/2024**).

Please reach out if there are questions or concerns.

Kind Regards,

Shelli Tompkins

Procurement Officer

OFFICE 509.906.6983

EMAIL stompkins@gcpud.org

HOURS M-TH 6:00AM-4:30PM, FRI OFF



grantpud.org

AGREEMENT FOR PROFESSIONAL SERVICES

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

Recitals:

The District desires to obtain services for the operation and maintenance of the Priest Rapids Hatchery; and

The District's Senior Manager of Environmental Affairs believes this will fulfill the District's mitigation requirement for fall Chinook salmon as required under the Salmon and Steelhead Settlement Agreement, found in Part IX, Section 9.5 “Fall Chinook Artificial Productions Goals” (as amended on August 2006) for the Contract period in the most efficient and cost-effective manner available.

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

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

1. Scope of Services

- A. Contractor shall provide, but not be limited to providing the Operation and Maintenance (O&M) services for the Priest Rapids Hatchery as described in detail in the Statement of Work and Budget for July 1, 2024 – June 30, 2027 Operation and Maintenance of the Priest Rapids Hatchery, attached hereto as Appendix “A”.
- B. Additionally, the Contractor shall be responsible for:
 - 1. Providing competent, professionally trained staff for project management, fish culture, fish marking, fish health, hatchery maintenance, and hatchery security.
 - 2. Providing expendable materials and supplies including but not limited to fish food, office, safety, sampling, and maintenance supplies unless provided by the District.
 - 3. If not provided by the District, the Contractor shall provide the proper permitting acquisition, storage, dispensation, and disposal of any chemicals and therapeutants necessary to meet production goal.
 - 4. Providing, operating, and maintaining all equipment necessary to meet the production goal unless provided by the District.
 - 5. Complying with all terms and conditions of General National Pollution Discharge Elimination System-Waste Discharge Permits for Priest Rapids Hatchery issued by the Washington Department of Ecology annually.
 - 6. Complying with all terms and conditions of the Priest Rapids Hatchery Endangered Species Act (ESA), Section 10 Permit, including reporting requirements.
- C. The District will provide the following:

1. All hatchery buildings, facilities, and equipment necessary to provide the capacity to meet the fish production goal in a safe and sound manner including related utilities.
 2. Three District owned housing units in Desert Aire, Washington for Contractor personnel in accordance with the Housing Rules and Regulations attached hereto as Appendix (“E”). The Contractor shall provide a copy of the Housing Rules and Regulations to all Contractor employees who will be housed in District’s housing units during the Contract period.
 3. Two flatbed trucks, as needed, for hauling fish between the adult salmon trapping site and the adult salmon holding ponds.
 4. Three pickup trucks for official Priest Rapids Hatchery staff use.
 5. Forklift or tractor for materials handling at the project facilities. District requirements for forklift operation and safety certification must be met.
 6. District staff, equipment, and utilities for project operations at the discretion of the District on a case-by-case basis.
- D. In the event that the District requires the Contractor to perform specific services in addition to the above detailed Scope of Services, the District will authorize the Contractor to perform such work by means of a Task Authorization for Professional Services (Appendix “C”) to be signed by both the District and the Contractor. Such authorization may be issued by the District Representative, and will define the scope of the task, any time requirements, and budget limitations.

The District reserves the right to suspend or terminate any authorized task at any time or to extend the Contract beyond the initial term by issuance of a Change Order in accordance with Section 5 to complete any work already initiated and/or authorized under the original term and scope of the Contract.

2. Independent Contractor

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

3. Term - Schedule

This Agreement shall remain in full force and effect until **June 30, 2027** or until terminated pursuant to Section 17.

4. Compensation and Payment

- A. District shall reimburse Contractor for actual costs incurred under this agreement, including overheads which are properly allocable in accordance with generally accepted accounting standards consistently applied.

In no event however, shall the total amount paid to Contractor for services and all reimbursable costs exceed the sum of **\$4,162,831.00** USD unless a Change Order authorizing the same is issued in accordance with Section 5 below.

- B. Contractor shall submit monthly invoices for completed work 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

- C. Invoices shall include the Contract number and a detailed description of the work performed. Any Labor Categories or reimbursable expenses shall be included on the invoice (see Appendix "A").
- D. Payment will be made by the District upon completion of work following District approval of Contractor's invoices. Invoice shall be subject to the review and approval of the District. Invoice shall be in a detailed and clear manner supported by such information the District may require. The District will make payment to Contractor within 30 days after District's receipt and approval of said invoice. Contractor understands and agrees that by executing this Contract with the District, the District shall make payment(s) by automated clearing house (ACH).

5. Change Orders

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

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

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

for completion of the work caused by the Change Order and, to the extent applicable, the amount of any increase or decrease in the Contract Price.

6. Taxes

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

7. Hold Harmless and Indemnification

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

To the fullest extent permitted by law, Contractor acknowledges that by entering into this Contract with the District, it has mutually negotiated the above indemnity provision with the District.

Contractor's indemnity and defense obligations shall survive the termination or completion of the Contract and shall remain in full force and effect until satisfied in full.

8. Insurance

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

Contractor Required Insurance

Contractor is Self-Insured under the Washington State Self-Insurance Pool. Contractor shall provide a Certificate of their Self-Insurance within 10 days of Contract award. Contractor does not provide other insurance beyond the certificate that will be provided.

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);
- e. Pollution Liability (sudden and accidental);

with the following **minimum limits:**

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

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

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

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

If such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement. Claims made form coverage shall be maintained by the Contractor for a minimum of three years following the termination of this Agreement, and the Contractor shall annually provide the District with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an Extended Reporting Period Tail or execute another form of guarantee acceptable to the District to assure financial responsibility for liability for services performed.

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

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

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

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

- C. Subcontractors - Contractor shall ensure that each subcontractor meets the applicable insurance requirements and specifications of this Agreement. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Contractor shall furnish the District with copies of certificates of insurance evidencing coverage for each subcontractor upon request.
- D. Cancellation of Insurance - The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse. Insurance companies or Contractor shall provide 30 days advance written notice to the District 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 the District no later than two days following receipt of such notice from the insurer. Notice to the District shall be delivered by facsimile or email.

9. Assignment

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

10. Records - Audit

- A. The results of all work and services performed by the Contractor hereunder shall become the property of the District upon completion of the work herein performed and shall be delivered to the District prior to final payment.
- B. The Contractor shall maintain books, records, documents and other evidence, which sufficiently and properly reflects all direct and indirect costs expended by it relating to this Agreement. These "records" shall be subject to inspection, review or audit by the District or its authorized representatives, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the rights to examine any of these materials during this period.
- C. Contractor shall keep and maintain complete and accurate records of its costs and expenses related to the work or this Agreement in accordance with sound and generally accepted accounting principles applied on a consistent basis. Contractor will provide the District a full copy of the annual auditors' report, including all attachments and management letters within 30 days of receipt of the same.
- D. The Contractor's "records", referenced in this section, shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business hours. Such audits may be performed by the District Representative or an outside representative hired

by the District throughout the term of this contract and for a period of six years after final payment.

- E. Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to subcontractors and sub-subcontractors, material suppliers, etc. Contractor will cooperate fully and cause all of Contractor's subcontractors to cooperate fully in furnishing or in making available to the District from time to time whenever requested, in an expeditious manner, any and all such information, materials and data.
- F. District's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this agreement and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- G. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of District's findings to Contractor.

11. Nondisclosure

Contractor agrees that it will not divulge to third parties, without the written consent of the District, any information obtained from or through District in connection with the performance of this Contract. Contractor further agrees that it will not, without the prior written consent of District, disclose to any third party any information developed or obtained by the Contractor in the performance of this Contract and, if requested by District, to require its employees and subcontractors, if any, to execute a nondisclosure agreement prior to performing any services under this Contract. Nothing in this section shall apply to:

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

12. Public Records Act

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

13. Applicable Law

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

14. Subcontracts/Purchases

- A. The Contractor is authorized to make purchases of materials and equipment required for the work and is authorized to enter into subcontracts as included in the approved budget. Any material purchases not included in the approved budget and greater than \$1,000.00, or any small and attractive asset greater than \$500.00 shall be approved in advance by the District Representative.
- B. Whenever the cost for any single item of material is estimated to exceed \$5,000.00, the Contractor shall obtain three quotes and submit to the Procurement Officer for approval. These quotes shall be submitted for approval prior to purchasing the material. Approved material shall be invoiced at cost. A copy of the invoice showing actual cost must be submitted with the Contractor's invoice to the District. In addition, if prevailing wages apply to the material purchase, a copy of the associated Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be attached. In no event shall a material purchase of like items exceed \$15,000.00.

15. Notices

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

District
Eric Lauver
Public Utility District No. 2
of Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, WA 98823
14352 Highway 243 S Building 6
Beverly, WA 99321
(509) 797-5175
Elauver@gcpud.org

Contractor
Brian Lyon
Washington State Department
of Fish and Wildlife
6785 Road K NE
Moses Lake, Washington 98837
(509) 765-7714
Brian.Lyon@dfw.wa.gov

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

16. Ownership of Work Product/Copyright

- A. All rights in the various work produced for or under this Agreement, including but not limited to study plans, results, drafts, charts, graphs, videos, summaries and any other forms of presentation, collectively referred to as "Work Product" shall belong to and be the exclusive property of the District. Contractor shall not use the Work Product outside the scope of this Contract without express written permission from the District.
- B. Contractor acknowledges and agrees that all services/work are specifically ordered under an agreement with Public Utility District No. 2 of Grant County, Washington, and shall be considered "work made for hire" and "Work Product" for purposes of copyright. All copyright interest in Work Product shall belong to and be the exclusive property of the District.
- C. Contractor shall attach and require each of its subcontractors to attach the following statement to all Work Product:

©. PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON. ALL RIGHTS RESERVED UNDER U.S. AND FOREIGN LAW, TREATIES AND CONVENTIONS.

THE ATTACHED WORK WAS SPECIFICALLY ORDERED UNDER AN AGREEMENT WITH PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON. ALL RIGHTS IN THE VARIOUS WORK PRODUCED FOR OR UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO STUDY PLANS AND STUDY RESULTS, DRAFTS, CHARTS, GRAPHS AND OTHER FORMS OF PRESENTATION, SUMMARIES AND FINAL WORK PRODUCTS, ARE THE EXCLUSIVE PROPERTY OF THE DISTRICT.
- D. Upon final acceptance or termination of this Agreement, Contractor shall immediately turn over to the District all Work Product. This does not prevent the Contractor from making a file copy for their records.

17. Termination

- A. District may, at any time, for any reason, terminate Contractor's services in connection with this Agreement, or any part thereof, by designating that portion of the services to be terminated. In case of termination pursuant to this Section A, District will make payment at the rates specified in this Agreement for services properly performed up to the date of termination. However, in no event shall Contractor be entitled to any other payment to or any anticipated fee or profit on unperformed work.
- B. In the event of Contractor's breach or abandonment of this Contract, the District may thereupon and without further notice, terminate this Agreement. The District without waiving any other remedies available to it, may retain any monies otherwise due Contractor under this Agreement to the extent such sums are required to compensate District, in whole or in part, for any loss or damage caused by Contractor's breach or abandonment.

18. Shared Services

- A. The District will invoice the Contractor for services and facilities provided by the District, on behalf of any other entity participating in this program (except the Yakama Nation

which will be billed directly by the District) based on fish produced at the Priest Rapids Hatchery.

19. Excess Capacity

- A. The District has excess capacity at the Priest Rapids Hatchery during this period and Contractor may utilize this excess capacity. The District's fish shall take first priority over the non-District programs.
- B. If this capacity is utilized, hatchery costs will be allocated based on facility utilization. The District will invoice the Contractor for services and facilities provided by the District on behalf of any other entity, as detailed in Section 1, Scope of Services C. The Contractor may deduct these costs from the District's billing or pay the District for these services under the same terms and conditions detailed in Section 4, Compensation and Payment.

20. Non-Waiver

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

21. Physical Security

It shall be the responsibility of the Contractor to ensure that its employees and those of its Subcontractors are informed of and abide by the District's Security Policies as if fully set out herein a copy of which shall be provided to the Contractor by the District Representative at the preconstruction meeting or prior to beginning work. Without limiting the foregoing, Contractor and its employees shall be required to:

- A. Keep all external gates and doors locked at all times and interior doors as directed.
- B. Visibly display ID badges on their person at all times.
- C. Stay out of unauthorized areas or in authorized areas outside of authorized work hours, without express authorization from the District.
- D. Provide proper notification to the appropriate parties, and sign in and out upon entry and exit to secured locations. If unsure of who to notify, Contractor shall contact the District Representative.
- E. Immediately notify the District if any of Contractor's employees no longer need access or have left the Contractor's employment.
- F. Immediately report any lost or missing access device to the District Representative. A minimum charge will be assessed to the Contractor in the amount of \$50.00 per badge and the fee for lost or non-returned keys may include the cost to re-key the plant facilities. The Contractor is strictly prohibited from making copies of keys.

- G. Not permit 'tailgating' through any controlled access point (i.e. person(s), authorized or unauthorized, following an authorized person through an entry point without individual use of their issued ID badge or key).
- H. Return all District property, including but not limited to keys and badges, to the District Representative when an individual's access to the facility is no longer needed.
- I. Guest Wireless: The District provides Guest Wireless Internet access to contractors and vendors that need to conduct business in support of the District from personally owned mobile devices such as laptops and smart phones. Contractor personnel are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources.

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

The District reserves the right to conduct or to require Contractor to conduct criminal background checks on its employee(s) before granting such individuals access to restricted areas of District facilities or Protected Information. Criminal background checks may be conducted in such depth as the District reasonably determines to be necessary or appropriate for the type of access to be granted. The cost of such background checks shall be borne by the Contractor.

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

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

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

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

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

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

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

23. Contractor Safety Requirements

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

A. General

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

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

1. The Contractor shall not be entitled to any adjustment of the Contract price or schedule when the District stops a work activity due to safety and health concerns that occurred under the Contractor's, Subcontractor's, or supplier's control.
2. The District's conduct does not alter or waive the Contractor's safety and health obligations.
3. Contractor shall provide an onsite Safety Professional as directed by the District Representative based upon number and/or severity of identified safety infractions.

4. Non-compliance with safety requirements could lead to termination of the contract in accordance with Section 17.
- C. The Contractor shall maintain an accurate record of, and shall immediately report to the District Representative all cases of near miss or recordable injury as defined by OSHA, damage to District or public property, or occupational diseases arising from, or incident to, performance of work under this Contract.
1. The record and report shall include where the incident occurred, the date of the incident, a brief description of what occurred, and a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, and the status of these items. A written report shall be delivered to the District Representative within five business days of any such incident or occurrence.
 2. In the event of a serious incident, injury or fatality the immediate group shall stop work. The Contractor/subcontractor shall secure the scene from change until released by the authority having jurisdiction. The Contractor shall collect statements of the crew/witnesses as soon as practical. The District reserves the right to perform an incident investigation in parallel with the Contractor. The Contractor, subcontractor, and their workers shall fully cooperate with the District in this investigation.
 3. All cases of death, serious incidents, injuries or other incidents, as determined by the District Representative, shall be investigated by the Contractor to identify all causes and to recommend hazard control measures. A written report of the investigation shall be delivered to the District Representative within 30 calendar days of any such incident or occurrence.
 4. For situations that meet the reporting requirements of WAC 296-800, the Contractor shall self-report and notify the District Representative. The District Representative shall notify the District's Safety personnel.
- D. The Contractor/subcontractor shall conduct and document job briefings each morning with safety as an integral part of the briefing. The Contractor/Subcontractor shall provide an equivalent job briefing to personnel and/or visitors entering the job site after the original job briefing has been completed for work within their scope. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for three years after completion of all work.
- E. Job Site Reviews Performed by the District: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to participate in District job briefs and/or District job site reviews that pertain to other work being performed that may impact the Contractor's work.
- F. Job Site Reviews Performed by Contractor: Each Contractor and Subcontractor shall perform and document weekly safety reviews of their work area(s) by a competent person as defined by WAC 296-62-020. Immediately upon request, the Contractor shall provide a copy of the documented job site review to the District Representative. Contractor and Subcontractor supervisors/foremen shall take immediate action to correct violations, unsafe practices, and unsafe conditions. The Contractor and Subcontractor shall be solely responsible to review and monitor the work area or location of all their employees during the performance of work.

- G. Site Specific Safety Plan (SSSP): The Contractor shall prepare, implement, and enforce a SSSP for all work included in this Contract. The SSSP shall be delivered to and accepted by the District Representative prior to the start of any on-site work.
1. The SSSP shall, at a minimum, identify and provide mitigation measures for any recognized hazards or conditions. Site and adjacent conditions shall be considered. All significant hazards, including unusual or unique hazards or conditions specific to the Contract work shall be identified and mitigated. The Contractor shall provide a clear delegation of authority for the work site(s). The Contractor shall identify, locate, and provide direction to the nearest emergency medical facilities. This shall include telephone numbers for emergency services in the area.
 2. The Contractor shall make available to all workers at the site(s) the SSSP and ensure that all workers are familiar with the content and requirements of the SSSP. Any subcontractors shall adhere to the Contractor's SSSP.
 3. Any emergent hazards not identified in the SSSP shall require a Job Hazard Analysis prior to starting work on the associated job.
- H. District Rescue Team and Relation to Contractor Emergencies and Back Shift Operations When District Rescue Team is Not Present: Contractors shall be required to submit an Emergency Plan that covers first response and rescues. This is required to be submitted for approval by the District Representative prior to work starting. Contractors are encouraged to familiarize themselves with District First Responder and Rescue Team capabilities. District Response Teams may not be available during all work hours and typically are not available on off-shifts, weekends, and District holidays. Contractors choosing not to provide their own response personnel must include a process that does not rely on the District in the event District Response Teams are not available.
- I. 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 "D", Contractor Safety Request for Information Form.
- J. 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: The Security Department administers physical access to District facilities. Contractor personnel shall be issued an ID badge or visitor badge to provide access to work areas as needed per Sections 21 and 22. 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.

Specialized Work

- K. Requirements for Contractor Representative Attendance at Safety Meetings: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to attend the District monthly safety meeting. The above is a District requirement.
- L. Fabricated Lifting Devices: All fabricated lifting devices including materials handling and storage devices, below the hook lifting devices, cranes, derricks and rigging used in the work shall comply with the most current version of the applicable sections of WAC 296-24 Part D, ASME B30.30 Below the Hook Lifting Devices, ASME BTH-1 Design of Below the Hook Lifting Devices Part F and Part L and the District's Fabricating, Repairing, or Modifying Lifting Devices In-House Policy (SA111123B-APP). Where a conflict may exist between the standards, codes and District Policy, the stricter interpretation of the rules shall apply. At a minimum, lifting devices shall be designed with a factor of safety of 5 to the ultimate material strength. Devices shall be load tested to 200% of the rated working load. Devices carrying personnel shall be designed and the design shall be checked by licensed professional engineers. All custom designs shall be approved and load test witnessed and approved by the District Representative before they are permitted for use on District facilities. The above is the most stringent of WAC, ASME and District requirements.
- M. Cord Covers to High Traffic Areas: Contractors shall be required to protect all electrical cords, air lines, hydraulic hoses, water hoses, and other cords, hose, cables, and pipes to prevent them from being driven over or creating tripping or other hazards including at a minimum but not limited to utilizing cord covers in high traffic areas and installing temporary barriers when necessary to prevent foot or vehicle traffic. The above is a District requirement.
- N. Energized Vault Work: All work that takes place regarding underground electrical installations shall comply with the most current version of WAC 296-45 which includes all types of electrical vaults and manholes. When this work involves installing, removing, terminating or switching, personnel must do so without entering the energized vault. To further clarify, all live line tools placed in the energized vault must be properly tested and comply with the requirements set forth in the most current version of WAC 296-45. The above is a Code requirement.
- O. Scaffold Design, Erection and Inspection: All scaffold work shall comply with the most recent version of WAC 296-874. The Contractor shall ensure all scaffolds are designed by a qualified person and constructed according to that design. Only qualified personnel shall erect, move, dismantle and/or alter scaffolds. Qualified erectors shall be supervised by a competent person. Scaffold inspections shall be performed by a competent person before each work shift and after anything occurs that could affect the scaffold's structural integrity. The above is a Code requirement.
- P. 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.

- Q. 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.
- R. Contractor Hazardous Materials Communication: Due to the age of the District facilities there are known materials used in construction that are now classified as hazardous materials such as lead and asbestos. The District Representative shall provide the Contractor with a list of the known hazards in the work area. This list is not comprehensive. The Contractor shall be aware of possible hazards. If the Contractor identifies a possible hazardous material such as lead, asbestos, SF-6 residue and/or hexavalent chromium, all work in that area must stop until the material is tested and identified. The Contractor shall notify the District Representative immediately upon identification of possible hazardous material.
1. If the material is identified as non-hazardous, work may resume once the materials status has been communicated to the District Representative and Contractor's employees.
 2. If the material is a hazardous substance, proper protocols compliant with regulation must be followed. The above is a Code requirement.
- S. Caution and Danger Barriers:
1. 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.
 2. 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 SA121200-POL. The above is a Code requirement.

- T. Confined Spaces: Contractor shall comply with District Policy SA111103-POL. 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 District's program is designed to prevent personal injuries, illness, and fatalities in confined spaces. As an employer, the District has 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.

- U. 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.
- V. Authorized Employee: For purposes of complying 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.
- W. Hot Work Permits and Fire Watch Requirements

- 1. Electrical

Due to the District's concern for safety, the transformers shall be electrically grounded during all work performed by the District and the Contractor.

- 2. 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 keep adequate fire extinguishing equipment on hand at all times, and in close proximity to the equipment being worked on.

- 3. Personal Protective Equipment

- a. Contractor shall 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.

- 4. Emergencies

If an emergency situation is created or observed by the Contractor at Wanapum or Priest Rapids dams or on Grant PUD land within approximately ½ mile proximity of either dam, the nearest dam control room shall be contacted immediately. For emergency situations occurring elsewhere and where injury has or may occur, 911 shall be called immediately. The District's Dispatch Center should be subsequently contacted for electric system emergencies. All other emergencies shall be routed to the District's Security Operations Center (DSOC).

To contact the Priest Rapids Control Room from:

- a. A District telephone, dial ext. 2718.
- b. An outside telephone line, dial 1-509-754-5088 ext. 2718.

The Priest Rapids control room is staffed 24 hours per day.

To contact the Dispatch Center from:

- c. A District telephone, dial ext. 2237 or 2238.
- d. An outside telephone line, dial 1-800-216-5226.

The Dispatch Center is manned 24 hours per day.

To contact the District's Security Operations Center (DSOC):

- e. A District telephone, dial ext. 2014.
- f. An outside telephone line, dial 509-766-2538.

Hydroelectric Facility Work Requirements

- X. Use of Smoke Eaters When Welding: Contractors performing welding activities in the hydroelectric facilities shall provide containment, mechanical ventilation, local exhaust systems and filtration as necessary to prevent visible accumulation of welding fumes and smoke. The above is a District requirement.
- Y. Flash Protection during Welding Activities: Contractor shall provide screens in any areas where welding activities occur to protect others from the welding glare. The screens shall be positioned approximately two feet above the floor, without restricting ventilation. The screens shall be painted with paint that absorbs ultraviolet radiation. The above is a District requirement.
- Z. Working Over Or Adjacent To Water: All work conducted over, near, or in water will require a Risk Assessment/Job Hazard Analysis to assess the need of a rescue boat. This analysis will be submitted as part of the Site-Specific Safety Plan.
- AA. Equipment Grounding Under Power Plant Overhead Power Lines: When working under energized lines with cranes, man lifts or other telescoping equipment, the equipment must be properly grounded. This includes concrete pump trucks and associated concrete trucks while discharging concrete underneath energized transmission lines. All vehicles being refueled must also be properly grounded while fuel transfer is in progress under energized lines. The above is a combination of Code and District requirements.
- BB. Clearance, Tagging and Lock Out/Tag Out: All employees and contractors are required to follow the appropriate clearance, tagging and/or lockout/tagout procedures (WAC 296-155 Part I-electrical requirements and lock out/tag out or for log out/tag out requirements only WAC 296-803 may be used). 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. All affected personnel must receive clearance training. Failure to comply with the appropriate policy or procedures will result in removal from the project. The above documents are a combination of Code and District requirements and are not to be assumed all-encompassing. All other regulatory safety requirements established by the state of Washington shall be met.
- CC. Energized Work Permits

Whenever possible, equipment must be de-energized to eliminate the risk of Shock Hazard or Arc Flash.

If there is a special circumstance where live electrical work is required, a specific safe work procedure for that work must be developed and approved before starting any work. Each work area is assigned to complete a list equipment in this category and develop an action plan to address. Live work shall only be performed by personnel that are certified and authorized to work at the rated voltage level.

DD. Drilling, Cutting, Excavating Above Cables/Conduits

When penetrating work (drilling, cutting, excavating) will be greater than 1.5 inches into surfaces which may conceal electrical conduits or cables, the contractor will follow District Electrical Safety Program requirements, which is available on the Grant PUD Contractor Training website: <https://www.grantpud.org/for-contractors>. The above is a combination of Code and District requirements.

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

Public Utility District No. 2
of Grant County, Washington

Washington State Department of Fish and Wildlife

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX “A”
Statement of Work and Budget for
2025-2027 Operation and Maintenance of the Priest Rapids Hatchery

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

PRIEST RAPIDS COMPLEX

PRIEST RAPIDS HATCHERY

STATEMENT OF WORK

July 1, 2024, to June 30, 2027

PREPARED BY:

BRIAN LYON

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Project Title: Priest Rapids Hatchery Operations & Maintenance

Organization: Washington Department of Fish and Wildlife
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Starting Date: July 1, 2024

Ending Date: June 30, 2027

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Priest Rapids Hatchery O&M

STATEMENT OF WORK

1.0 GOAL:

Public Utility District No. 2 of Grant County's (GCPUD's) hatchery program is managed by consensus among members of the Priest Rapids Coordinating Committee (PRCC), made up of representatives from the National Marine Fisheries Service, U.S. Fish and Wildlife Service, Washington Department of Fish and Wildlife, the Yakama Nation, and the Colville Confederated tribes. The PRCC Hatchery Sub-Committee (PRCC-HSC) approved Statement of Agreement (SOA)-2012-01 and SOA-2013-07 increased hatchery production objectives beginning with release year 2014. Current GCPUD production objectives includes 5,000,000 smolts (base level mitigation for project inundation production loss), plus 127,306 smolts for "No Net Impact" (NNI) mitigation for on-going operational losses at the two projects (SOA-2012-01), plus an additional 273,961 smolts as the result of SOA 2013-07 Priest Rapids Hatchery Fall Chinook Fry-to-Smolt Conversion for a total of **5,396,474 (5.4 million) smolts at 50-60 fish per pound (fpp) or 108,000 pounds of production**. The number of NNI smolts has been reduced from 325,543 to 127,306 starting with 2023 BY because of the recalculation process.

This Statement Of Work (SOW) describes production activities at Priest Rapids Hatchery (PRH), and outlines funding necessary to support operational and maintenance actions. The overall release goal for this facility during this performance period will be 7.1 million URB fall Chinook smolts at 50-60 fish per pound annually (adjusted for recalculation). This production total includes 1.7 million smolts annually that are a separately funded component of the U.S. Army Corps of Engineers (USACE) John Day/The Dalles Mitigation (JDM).

The *U.S. v. Oregon* 2008-2017 Management Agreement outlines specific production that should take place at PRH. The agreement states... "The parties, the USACE, the Bonneville Power Administration, the U.S. Bureau of Reclamation, the U.S. Fish and Wildlife Service and NOAA Fisheries will work to the extent they deem appropriate, as necessary to facilitate the implementation of the hatchery provisions set forth in this Agreement". As party to the agreement, the USACE is committed to meeting its obligation and will fund the 1.7 million smolts that are currently being raised at PRH to satisfy a portion of the USACE's JDM obligation under the *U.S. v. Oregon* process. The USACE's mitigation program currently occurs at Priest Rapids Hatchery under an annual excess-capacity agreement between USACE and GCPUD.

Because of the Spring Creek National Fish Hatchery reprogramming and following recommendations from the Hatchery Scientific Review Group (HSRG), the Priest Rapids broodstock will be used for the Ringold Springs 3.5 million fall Chinook acclimation/release project. This project is also a part of the USACE's JDM production and WDFW has secured funding from the USACE for additional adult holding and egg takes, which are consistent with the PRH excess capacity agreement. WDFW ensures that GCPUD is fully compensated for any production that exceeds GCPUD's current mitigation obligation.

2.0 BACKGROUND:

PRH was designed as a mitigation facility for URB fall Chinook salmon after Priest Rapids and Wanapum dams were constructed. On January 4, 1956, the Federal Power Commission (now the Federal Energy Regulatory Commission or FERC) amended Article 39 of GCPUD's license for FERC Hydroelectric Project No. 2114. This amendment required the GCPUD to construct and operate a fish rearing facility for the purpose of conserving fish resources. The GCPUD, in consultation with state and federal agencies, constructed an artificial spawning channel to compensate for inundated fall Chinook spawning habitat. In September 1963, the GCPUD entered into an agreement with Washington Department of Fisheries (now Washington Department Fish and Wildlife) for the operation of the Priest Rapids Spawning Channel. The spawning channel was operated from 1963-1971 but was ineffective in meeting the mitigation production goals. Artificial propagation of fall Chinook at the site began in 1972. From 1972 through 1977, a portion of the facility's total production came from hatchery-raised Chinook salmon at the facility, in addition to spawning channel natural production. In 1978, the spawning channel was completely abandoned, and all fish released from PRH came from hatchery production. PRH is part of the WDFW's Priest Rapids Complex, which also includes the Ringold, Meseberg, Naches and Columbia Basin fish hatcheries.

In 1992, the PRH began rearing an additional 1.7 million smolts, which are part of USACE's JDM production.

On April 17, 2008, a new license was issued for the Priest Rapids Project FERC No. 2114. The Priest Rapids Project Re-licensing "Salmon & Steelhead Settlement Agreement", Section 9, Paragraph 9.4 and 9.5, requires GCPUD to increase its mitigation production (hence the production increases adopted by SOA-2012-01 and SOA-2013-07). It also required GCPUD to make facility improvements. Substantial completion of these improvements was completed in December 2013.

Currently, GCPUD has approved the USACE's use of excess capacity under annual agreements. GCPUD also funds salmon carcasses and egg donations for the "Salmon in the Classroom" educational programs and eggs used for research projects.

3.0 WORK TO BE PERFORMED:

This Priest Rapids Hatchery O&M SOW will include the continued operation of the facility to meet the annual production goals of both Grant PUD and USACE, as outlined above. The operation and maintenance of this project will include labor, materials, and management to perform the project's functions and preventative and corrective maintenance needed to preserve the capital investment in the project.

This SOW will cover 3 fiscal years:

- WA State FY2025 covering July 1, 2024-June 30, 2025.
- WA State FY2026 covering July 1, 2025-June 30, 2026.
- WA State FY2027 covering July 1, 2026-June 30, 2027.

4.0 OPERATING PLAN OBJECTIVES:

OBJECTIVE 1: HATCHERY MANAGEMENT OBJECTIVES

Objective 1.a.

WDFW will continue to operate the Priest Rapids facility based upon standard WDFW hatchery practices and past performance activities.

The organizational structure at WDFW for hatchery management is made up of two components, administration/management, and labor. The labor component is represented by a labor union and consists of the Fish Hatchery Specialist series (1-4), Seasonal Fish Hatchery Technicians, and a Maintenance Mechanic.

With extensive mechanical infrastructure incorporated into the new hatchery, GCPUD agreed to fund a Maintenance Mechanic (MM). It is requested for this contract period to continue to have the MM on staff to aid fish culture staff when equipment needs to be repaired or modified on a timely basis. This mechanic will maintain “fish culture-sensitive” infrastructure (e.g. preventive maintenance) and provide corrective maintenance or emergency repairs to crowders, pumps, and other critical infrastructure deemed necessary by both GCPUD and WDFW as outlined in Section 2.d. With the goal of meeting the production objectives of this SOW, the WDFW MM will also assist GCPUD staff in identifying and developing options and implementing necessary infrastructure improvements/repairs.

Hatchery Operations Manager (HOM) Staff Time (Brian Lyon) for Priest Rapids Hatchery O&M: 9 months

The methods used by WDFW to calculate employee time include, but are not limited to, the pounds of fish produced, and the pounds of adults handled at each facility. This method provides the rationale for the allocation of time for the Priest Rapids Hatchery Operations Manager as outlined in the table below.

PR Complex By Facility	PR Complex By Facility %	Staff-Months
By Fund Source		
PRH - GCPUD	48.2%	5.78
PRH - USACE	26.8%	3.22
PRH Total =	75.0%	9.00
R/M - USACE	9.8%	1.17
R/M - Mitchell Act	5.6%	0.67
R/M - WarmWater Enhancement	5.5%	0.66
R/M Total =	20.8%	2.50
Columbia Basin - Wildlife State	2.1%	0.25
Naches - Wildlife State	2.1%	0.25
Total =	100.0%	12.00

The following is a description of the management/administrative position as it relates to day-to-day operations at PRH. Further clarification for each position on time allocation is included in the tables.

- 1. Annual Budget/SOW Development:** The Hatchery Operations Manager (HOM) develops the scope of work and participates in contract development and negotiates final contracts. The HOM will ensure that budget proposals are carefully and thoughtfully developed and presented to the Fish Program for approval prior to submitting to funding entities.

- 2. Budget Tracking:** The Hatchery Operations Manager (HOM) will ensure that an optimum operating and maintenance budget is defined and ensures that it reflects the Future Brood Document (FBD) production objectives. Once the contracts are approved and in place, the HOM is required to enter approved contracts and budgets into the state's contracts database (Novatus) and state's financial tracking system (CAPS Financial). The HOM will ensure that facility is operated to stay within the spending plan allotments. The HOM is actively involved with budget management and required to provide regular updates to senior management and GCPUD.
- 3. Personnel Management:** The Hatchery Operations Manager (HOM) will be actively involved in keeping the facility staffed at a level that is appropriate for the production objectives. This will include active involvement in the recruitment of employees and management of employee records. The HOM will ensure that hatchery staff understands program objectives and manage the facility following standard guidelines set forth by WDFW. This includes following all policy and procedures, safety protocols and managing the facility using accepted hatchery practices and in compliance with all required permits. The HOM will ensure that hatchery staff understand their roles and responsibilities as defined by their position descriptions and that they have the necessary skills, abilities, and resources to do their jobs. They are expected to work closely together meeting production objectives and having the most efficient hatchery operations possible.
- 4. Hatchery Operations and Maintenance:** The Hatchery Operations Manager (HOM) is actively involved in facility fish production, not only working with hatchery staff to provide direction, but to also aid directly with activities. During spawning the HOM plays an active role helping staff meet spawning objectives. Coordination of hatchery activities with tribal interests, PRH Monitoring & Evaluation staff activities, and GCPUD staff activities requires the support of the HOM position. The HOM is required to provide oversight on the many activities and all people (some 30+ at times) and ensures that resources and employees are protected and work safely. The HOM is responsible for the efficient use of GCPUD resources and is required to resolve any issues that may directly delay or otherwise prevent the staff or the facility from meeting the primary production objective on behalf of GCPUD. Examples of this interaction will include broodstock management, surplus fish, and carcass distribution, working with/directing the MM to address infrastructure requirements, biological requirements, and incubation needs.
- 5. Strategic Planning:** The Hatchery Operations Manager (HOM) proactively develops strategic hatchery plans that reflect understanding and consideration of key issues, emerging trends, and the needs of the constituents, GCPUD, USACE and the agency. The elements of these hatchery plans have included fish marking strategies that require production manipulations because of infrastructure limitations. This has included working with GCPUD engineers through hatchery design issues. The HOM will continue to be involved in rebuild issues simply by virtue of the amount of coordination between the contractors, GCPUD, and WDFW hatchery staff. The HOM will also be actively involved working through the issues associated with management of contracts and production that applies to the USACE and their involvement at Priest Rapids.

Objective 1.b.

WDFW managers are required to provide project status and updated management strategies through a WDFW Hatchery Operations Manager's committee. This may include, but is not limited to safety protocols and procedures, production objectives, marking strategies, and

spawning objectives. This periodically requires travel from Moses Lake to Olympia. Hatchery staff may also be required to travel for activities such as training. The union collective bargaining agreement for hatchery staff states in part, "Employees required to travel in order to perform their duties will be reimbursed for authorized travel in accordance with regulations established by the Office of Financial Management". The OFM regulation states in part, "when an employee is greater than 35 miles from his or her duty station, that employee will be considered in a travel status". The travel costs associated with this project include vehicle mileage, lodging, and meals.

OBJECTIVE 2: HATCHERY OPERATIONS AND MAINTENANCE:

Objective 2.a.

WDFW's intent is to operate the adult volunteer trap seven days a week, but only to the extent that the staff and the facility can keep pace with the returning adults. Hatchery staff will continue to collect broodstock and use the center channel for sorting adults. The only time WDFW staff will be allowed to enter the center channel is if the center channel operation fails and fish are in immediate peril and can be removed manually. If WDFW staff must enter the center channel it will be supervised by management and all safety protocols and procedures will be followed. Including but not limited to wearing safety harness and adhering to lock out/ tag out procedures. Also confined space protocols must be acted on if entering the center channel.

GCPUD has always supplied two vehicles for broodstock transport from the trap to the center channel. It is anticipated that these vehicles will be available for use again during the contract period. GCPUD will assess the condition of Grant PUD-owned trucks prior to each trapping season. GCPUD must provide the necessary mechanical support to assure Grant PUD-owned trucks are in good working order prior to and during each trapping season to prevent interruptions that limit fish handling efficiency and "throughput".

Objective 2. b.

WDFW will rear 7.25 million Fall Chinook with an expected release target of 7.1 million smolts at 50-60 fpp, including USACE JDM production. The information used to determine the number of fish ponded may be driven by, but not limited to, the 1994 IHOT standard, fish marking strategies, fish size at ponding, and past practices.

Currently, the number of smolts released is an estimation based upon the number of fish ponded minus the known and estimated mortality. Known mortality is the recorded number of dead fish removed from the pond. The estimated mortality is an estimation of loss from observed avian predator activity.

Objective 2. c.

The PRH fall Chinook program will be implemented throughout the contract period by WDFW hatchery staff in a way that meets the goals and objectives of the PRH Fall Chinook HGMP and as guided by GCPUD technical staff in consultation with the Priest Rapids Coordinating Committee - Hatchery Subcommittee (PRCC-HSC). To achieve these goals, the hatchery facility must be maintained and kept in good working order, and effective communication and coordination between WDFW and GCPUD must occur. The WDFW Hatchery Specialist 4 (HS4) and MM will coordinate closely with the GCPUD Program Manager (GCPUD-PM) as follows:

- The WDFW HS4 (or Hatchery Operations Manager if HS4 is unavailable), the WDFW

MM, the GCPUD-PM will meet on a regular (at least bi-weekly) basis to discuss operational and/or maintenance/repair issues.

- Any identified biological/technical issues that require consultation with the PRCC-HSC will be communicated with the PRCC-HSC via the GCPUD-PM.
- All facility maintenance tasks (e.g. preventative, corrective, emergency) will be identified and agreed to by the WDFW-HS4 or Hatchery Operations Manager, and the GCPUD-PM. This group will determine whether the repair can be completed by the WDFW-MM, internal GCPUD mechanical or electrical maintenance staff, external contractors, or some combination thereof.
- The WDFW-MM will assure that all scheduled preventative maintenance occurs as outlined in the Priest Rapids Hatchery Operation & Maintenance (O&M) Manuals provided by the GCPUD- EPM.
- All corrective maintenance will only be completed by the PRH-MM as agreed between the WDFW Hatchery Operations Manager or HS4, and the GCPUD-PM.
- WDFW staff will not be allowed to open electrical panels for the purpose of resetting breakers and relay switches, only applies to covered panels.
- All corrective and preventative maintenance completed by the WDFW-MM will be documented and reported to the GCPUD-PM.
- The WDFW-MM shall provide drawing mark-ups for any significant alterations to equipment and the facility to update the GPUD drawing database.
- Time-sensitive emergency repairs which would compromise fish health (loss of water, etc.) will be reported as outlined in the Emergency Communication Protocols. The WDFW-MM will make every attempt to resolve the issue, within their scope allowed prior to requesting GCPUD support.
- All capital work and capital repairs deemed necessary by the GCPUD-PM and EPM (e.g., access roads, electronic systems, electrical infrastructure, Adult Volunteer Trap finger weir redesign, etc.) will be conducted by GCPUD or its contractors.
- The facility will also be maintained in good condition by WDFW with attention to site appearance and ground maintenance.
- All vehicles using hatchery access roads will be operated by WDFW in a way that avoids undue damage to the roadways.
- GCPUD will conduct maintenance on all hatchery access roads which includes the road to volunteer trap.
- Any materials and supplies that can be procured from the GCPUD warehouse must be requested through the GCPUD-PM.

Through this contract, WDFW hatchery staff will acquire the appropriate tools needed for the movement of fish between the volunteer trap and the adult holding ponds. Examples of this type of equipment would be dip nets, buckets, crowder materials (lumber and hardware cloth), and miscellaneous hardware and supplies to allow for the hatchery team to conduct business as outlined in Objectives 1 and 2 above. This would include, but is not limited to, office supplies, computer media, cleaning supplies, basic hardware such as fittings and valves, bolts and nuts, screen material, netting materials, and basic hand tools such as shovels and rakes.

OBJECTIVE 3: HANFORD REACH ANGLER BROODSTOCK COLLECTION (ABC) PROJECT

WDFW is proposing to conduct the ABC program for three days annually in October, Friday-Sunday, for the period of this contract. Event dates will be determined later. The WDFW District 4 Fish Biologist will coordinate all activities under this project including planning, volunteer recruitment, adult fish collection, transportation, data collection, and analysis with assistance from the CCA, GCPUD, WDFW

Priest Rapids Hatchery, Ringold Springs Hatchery, and the Hanford Reach Monitoring and Evaluation biologist. WDFW staff and volunteers from the Tri-cities Chapter of the CCA will coordinate the registration and fish collection activities each day of the project. Like prior years the collection program will be operated as a derby so anglers can compete for prizes as an incentive to participate. The derby is referred to as the “King of the Reach” event. Derby participation is not mandatory. Registration will be limited to a maximum of 100 boats. There is no restriction on the number of anglers that may participate. Unclipped adult fall Chinook salmon will be captured by hook & line, held in fish trucks at the collection sites, and transported from the three collection locations (Vernita, Punch Bowl, White Bluffs) to Priest Rapids Hatchery. The fish collected will be used for broodstock to produce fall Chinook for GCPUD’s program to be incubated, reared, and released at Priest Rapids Hatchery.

Increases in angler participation and fish collection over the past three years of the program have resulted in an increase in the WDFW staff and equipment necessary to handle and transport fish. For the period of this contract, WDFW is proposing to:

1. operate three collection locations in the Hanford Reach -Vernita, Punch Bowl, and White Bluffs.
2. operate two shuttle boats and assist with fish handling on a third shuttle boat provided by GCPUD.
3. meet the collection/fish holding needs by providing adequate fish transport vehicles operated by experienced hatchery staff.
4. continue to provide enhanced fish holding and transport with the installation of oxygen systems on shuttle boats and treatment of water in fish transport trucks.
5. maintain the number of recirculation pumps available to anglers at the collection sites to keep pace with registration (inventory from 55 to 75),
6. and purchase nets designed to handle adult salmon transport between boats and from the shore to transport truck (final year to meet project needs, 4 nets each year for a total of 12 nets).

The estimated cost, not including indirect, for the ABC program in 2024 year 1 is (\$30,896), 2025 year 2 is (\$31,896) and 2026 year 3 is (\$32,896) Funds will be used to cover the costs for:

1. Four WDFW fish trucks,
2. Up to four commercial licensed hatchery staff to operate the fish trucks and handle fish at the collection sites for each of the three days of the Project,
3. Provide chemical water treatment to reduce stress during holding and transport,
4. Six vehicles to transport WDFW staff and WDFW shuttle boats to the Vernita and White Bluffs collection locations,
5. Fourteen fisheries technicians each day to coordinate collection activities at the three collections locations including operation of the shuttle boats,
6. Three WDFW shuttle boats to transport adult chinook from fishing boats to the collection locations (2 active + 1 back-ups in case of failure or emergency),
7. Installation of O2 system on all shuttle boats (2 WDFW + 1 GCPUD + 1 CCA),
8. Purchase Super Saver recirculation pumps as needed to convert conventional ice chest to live well on volunteer angler boats (current inventory at 55)
9. Purchase additional salmon nets as needed designed specifically for handling fish during this Project,
10. Purchase of additional supplies necessary for the Project.

The WDFW boats will be billed at a cost of \$225 per day that includes the costs of fuel, oil, maintenance, and safety equipment. WDFW will provide the fish holding containers for the GCPUD shuttle boat and provide a technician to assist the GCPUD boat operator. Supervision of the ABC project will continue to be provided by the WDFW District 4 Fish Biologist at no cost to the Project.

This Project will require the following assistance from GCPUD.

1. Fish transport vehicle (1,500 gallon or larger capacity) and licensed operator at the Vernita collection site during the hours of collection for each of the three days of the Program.
2. Boat and boat operator to shuttle fish from angler boats to the Vernita collection location during the hours of collection for each of the three days of the Program.
3. Construction of fish boots to transport fish from vessels to truck (optional).

Dates: FY2025-FY2027: Friday, Saturday, Sunday dates to be determined prior to the planning of the event

Registration: Online

Collection: Vernita, Punch Bowl, White Bluffs: 7am - 4pm Friday-Saturday, 7am - 1pm Sunday

Shuttle boats: 7am – 3:30pm Friday-Saturday, 7am – 12:30pm Sunday

OBJECTIVE 4: FISH HEALTH

Objective 4.a.

Fish Health staff from WDFW will provide fish health and disease monitoring for fish at the Priest Rapids Hatchery. The hatchery staff will aid the Fish Health Specialist (FHS) or Epidemiologist (EPI), who is a veterinarian, while he/she performs routine inspections for fish health. Hatchery staff will monitor all fish during the rearing cycle for evidence of behavior or disease outbreaks. A successful and comprehensive fish health program involves a FHS or EPI who is responsible for the fish health related activities at a hatchery, microbiologists to process laboratory samples, a veterinarian (who is also in the Fish Health Specialist or Epidemiologist class series) to provide prescriptions and veterinary feed directives as necessary. We have included 1 month of FHS or EPI for sampling, health inspections, and veterinarian care; Communication and rental fees for one month of phone and computer charges; Travel fees, which covers mileage charges from FHS/EPI duty station to Priest Rapids Hatchery and lodging and per diem costs; and Goods and Services fees to cover the following aspects of fish health care:

- Virology, ELISA, and bacteriology sample processing within the WDFW Fish Health Laboratory in Olympia, and histology and other work at the Washington Animal Disease Diagnostic Lab, WSU (WADDL).
- Fish health materials and supplies, fish health overnight sample mailing, and field sampling supplies.

FISH PROGRAM									
Fish Health Laboratory									
Priest Rapids Hatchery - Fish Health									
Budget FY25 - FY 27 (July 1, 2024 - June 30, 2027)									
Todd Kassler									
Todd.Kassler@dfw.wa.gov									
(360) 902-2722									
	FY25			FY26			FY27		
	July 1, 2024 - June 30, 2025			July 1, 2025 - June 30, 2026			July 1, 2026 - June 30, 2027		
OBJECT	EPI 3 - Field	Fish Health Lab Services	Total	EPI 3 - Field	Fish Health Lab Services	Total	EPI 3 - Field	Fish Health Lab Services	Total
Staff Months	1	0	---	1	0	---	1	0	---
Month Wage	\$9,703	0	\$9,703	\$9,994	0	\$9,994	\$10,294	0	\$10,294
AA - Salaries	\$9,703	0	\$9,703	\$9,994	0	\$9,994	\$10,294	0	\$10,294
TOTAL OBJ A - SALARIES	\$9,703	0	\$9,703	\$9,994	0	\$9,994	\$10,294	0	\$10,294
TOTAL OBJ B - BENEFITS	\$3,154	0	\$3,154	\$3,249	0	\$3,249	\$3,346	0	\$3,346
EA - Supplies	\$0	\$460	\$460	\$0	\$469	\$469	\$0	\$478	\$478
EB - Communications	\$40	\$0	\$40	\$40	\$0	\$40	\$40	\$0	\$40
ED - Rentals & Leases	\$40	\$0	\$40	\$40	\$0	\$40	\$40	\$0	\$40
EL - Data Processing	\$20	\$0	\$20	\$20	\$0	\$20	\$20	\$0	\$20
EN - Personnel Service	\$22	\$0	\$22	\$22	\$0	\$22	\$22	\$0	\$22
ES - Vehicle Maint.	\$1,466	\$0	\$1,466	\$1,495	\$0	\$1,495	\$1,525	\$0	\$1,525
EZ - Other Goods & Services	\$0	\$4,120	\$4,120	\$0	\$4,202	\$4,202	\$0	\$4,286	\$4,286
TOTAL OBJ E - GOODS & SERVICES	\$1,588	\$4,580	\$6,168	\$1,617	\$4,672	\$6,289	\$1,647	\$4,764	\$6,411
GA - In-state Per Diem	\$330	\$0	\$330	\$347	\$0	\$347	\$364	\$0	\$364
TOTAL OBJ G - TRAVEL	\$330	\$0	\$330	\$347	\$0	\$347	\$364	\$0	\$364
TOTAL DIRECT COSTS	\$14,775	\$4,580	\$19,355	\$15,206	\$4,672	\$19,878	\$15,651	\$4,764	\$20,415
WDFW Indirect @ 36.03%			\$6,974			\$7,162			\$7,356
Budget Total			\$26,329			\$27,040			\$27,771

OBJECTIVE 5: FISH MARKING:

Objective 5.a.

WDFW will provide supervisory oversight for all fish marking.

GCPUD will provide portable toilet(s) by approximately April 1st for this activity.

GCPUD will provide funding to cover the cost for marking/tagging of 1.2 million smolts. This includes two groups of marks:

1. 606,000 fish will have an adipose clip and coded-wire tag (AD+CWT).
 - a. FY2025 Cost: \$105,840
 - b. FY2026 Cost: \$111,132
 - c. FY2027 Cost: \$116,688

2. 606,000 fish will have a coded-wire tag only (CWT).
 - a. FY2025 Cost: \$88,200
 - b. FY2026 Cost: \$92,610
 - c. FY2027 Cost: \$97,240

During this contract period, the total direct cost for GCPUD marking and tagging for FY2025 is \$194,040 for FY2026 is \$203,742, and for FY2027 is \$213,928. A 5% increase has been added to each FY based on the anticipated increase in marking cost. WDFW will provide two marking trailers and approximately 28 support staff. The fish marking at PRH will take approximately 6 weeks. Any costs associated with marking activities conducted by WDFW over and above No. 1 and 2, will not be invoiced to GCPUD unless a change order to this contract is executed.

OBJECTIVE 6: REPORTING

WDFW will submit monthly program/facility reports to the GCPUD project manager by the 10th day of the month following the reporting period. Reports will contain information like past monthly reports, but additional information may be requested for inclusion by GCPUD when a standard template for monthly reports is developed by the GCPUD project manager.

WDFW will submit to the GCPUD project manager a draft annual program/facility report for the previous year's operations by September 1 each year. This report will contain information like past annual reports, but additional information may be requested for inclusion by GCPUD when a standard template for annual reports is developed by the GCPUD project manager and WDFW staff in spring/summer 2024. The GCPUD project manager will provide comments on the draft report to WDFW by September 21 each year. The GCPUD project manager and WDFW will then coordinate as needed to produce a final draft report by October 5 annually.

OBJECTIVE 7: BIOSECURITY AUDITS

WDFW'S regional Fish Health Specialist/Aquatic Veterinarian, in collaboration with the Priest Rapids Complex Manager and Fish Hatchery Specialist 4s, shall maintain a site-specific checklist for conducting semi-annual bio-security audits of each GCPUD-owned facility. Semi-annual audits shall be conducted randomly and attended by the facility's Fish Health Specialist/Aquatic Veterinarian, Priest Rapids Hatchery Operations Manager, and Grant PUD's hatchery project manager. WDFW's Fish Health Specialist/Aquatic Veterinarian shall coordinate the audits and provide copies of completed checklists to

the Hatchery Operations Manager, Fish Hatchery Specialist 4s and Fish Hatchery Specialist 3 and GCPUD hatchery program manager. The facility’s Fish Hatchery specialist 4 shall provide a written response (via email) to the Auditors within 14 days of the audit. The response shall indicate how transgressions will be resolved and indicate a compliance date. WDFW hatchery staff shall resolve minor bio-security infractions that are covered within the scope of services provided herein within 30 days of the audit. Resolved bio-security infractions shall be recorded in the checklist and reported to the Auditors.

5.0 BUDGETS: (Please see budget worksheet attached)

PRIEST RAPIDS HATCHERY FY2025-FY2027 BUDGET SUMMARY (July 1, 2024-June 30, 2027)						
WDFW and GPUD Combined Budget Estimates (GPUD Pass-through Costs included under Supplies/Materials Section)						
	DIRECT	INDIRECT	TOTAL	GPUD SHARE	USACOE SHARE	TEST CALL
WDFW FY2025 Budget						
Salary	641,171	231,014	872,185	543,873	328,312	872,185
Benefits	285,229	102,768	387,997	241,945	146,052	387,997
Supplies/Materials	1,181,650	145,226	1,326,876	553,529	773,347	1,326,876
TOTAL	2,108,050	479,008	2,587,058	1,339,348	1,247,711	2,587,058
WDFW FY2026 Budget						
Salary	660,797	238,085	898,882	560,521	338,361	898,882
Benefits	287,857	103,715	391,572	244,175	147,397	391,572
Supplies/Materials	1,220,662	153,429	1,374,091	583,275	790,816	1,374,091
TOTAL	2,169,316	495,229	2,664,545	1,387,971	1,276,574	2,664,545
WDFW FY2027 Budget						
Salary	681,239	245,450	926,689	577,861	348,829	926,689
Benefits	291,962	105,194	397,156	247,657	149,499	397,156
Supplies/Materials	1,255,469	160,125	1,415,594	609,995	805,598	1,415,593
TOTAL	2,228,670	510,769	2,739,439	1,435,513	1,303,925	2,739,438
TOTAL 3-YEAR BUDGET	6,506,037	1,485,006	7,991,042	4,162,831	3,828,210	7,991,041
GRANT PUD PRIEST RAPIDS HATCHERY BUDGET ESTIMATE FOR WA STATE FYs 2025-2027 (all costs below included in summary above)						
	DIRECT	INDIRECT	TOTAL	GPUD SHARE	USACOE SHARE	TEST
GPUD FY 2025 Budget (these costs were included in the USACOE SHARE above under Supplies/Materials)						
Wages & Benefits	247,424	66,804	314,228	198,121	116,107	314,228
Supplies	327,308	88,373	415,681	278,035	137,646	415,681
Repairs	72,200	19,494	91,694	57,178	34,516	91,694
General Fees (w/o Facility Fee)	149,802	0	149,802	92,923	56,879	149,802
Facility Fee	198,732	0	198,732	0	198,732	198,732
TOTAL	995,466	174,672	1,170,137	626,257	543,880	1,170,137
GPUD FY 2026 Budget (these costs were included in the USACOE SHARE above under Supplies/Materials)						
Wages & Benefits	254,843	68,808	323,651	204,062	119,589	323,651
Supplies	333,828	91,936	423,962	283,189	140,772	423,962
Repairs	74,368	20,079	94,447	58,895	35,552	94,447
General Fees (w/o Facility Fee)	150,384	0	150,384	93,292	57,092	150,384
Facility Fee	195,120	0	195,120	0	195,120	195,120
TOTAL	1,008,543	180,823	1,187,564	639,438	548,126	1,187,564
GPUD FY 2027 Budget (these costs were included in the USACOE SHARE above under Supplies/Materials)						
Wages & Benefits	262,491	70,873	333,364	210,186	123,178	333,364
Supplies	340,544	91,947	432,491	288,498	143,993	432,491
Repairs	74,368	20,079	94,447	58,895	35,552	94,447
General Fees (w/o Facility Fee)	151,557	0	151,557	94,036	57,521	151,557
Facility Fee	191,508	0	191,508	0	191,508	191,508
TOTAL	1,020,468	182,899	1,203,367	651,614	551,753	1,203,367

PRIEST RAPIDS HATCHERY FY2025-2027 O&M BUDGET: USACOE DETAIL SUMMARY

STATUS NOTES: Breakdown is calculated using WDFW 11/27/2023 3-year budget with one minor correction approved via email 1/16/2024.

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
 PRIEST RAPIDS HATCHERY
 OPERATIONS AND MAINTENANCE BUDGET REQUEST
 July 1, 2024 through June 30, 2027 FY2025-2027
 FINAL 1/16/2024

				ACOE FY25	ACOE FY26	ACOE FY27	3-YR TOTAL
A. Salaries							
			0	0	0	0	0
	Hatchery operations manager	9.0 MM	0	40,365	41,573	42,817	124,755
	Hatchery Specialist 4	12 MM	0	39,227	40,401	41,601	121,229
	Maintenance Mechanic 2	12 MM	0	33,801	34,815	35,860	104,477
	Hatchery Specialist 3	12 MM	0	33,801	34,815	35,860	104,477
	Hatchery Specialist 2	12 MM	0	29,125	29,998	30,895	90,018
	Hatchery Specialist 2	12 MM	0	29,125	29,998	30,895	90,018
	Hatchery Specialist 2	12 MM	0	29,125	29,998	30,895	90,018
	Hatchery Specialist 2	12 MM	0	29,125	29,998	30,895	90,018
	Fish Hatchery Technician	6 MM	0	11,472	11,804	12,169	35,445
	Fish Hatchery Technician	6 MM	0	11,472	11,804	12,169	35,445
	Overtime/Holiday Pay			7,681	8,193	8,705	24,578
	Truck Driver Pay			768	819	870	2,458
	Standby			4,096	4,148	4,301	12,545
Salaries SubTotal				328,312	338,361	348,829	1,015,501
B. Benefits							
			0	0	0	0	0
	Complex Manager	9.0 MM	0	13,083	13,212	13,438	39,734
	Hatchery Specialist 4	12 MM	0	15,656	15,779	15,994	47,430
	Maintenance Mechanic 2	12 MM	0	14,661	14,772	14,962	44,395
	Hatchery Specialist 3	12 MM	0	14,661	14,772	14,962	44,395
	Hatchery Specialist 2	12 MM	0	13,807	13,905	14,065	41,777
	Hatchery Specialist 2	12 MM	0	13,807	13,905	14,065	41,777
	Hatchery Specialist 2	12 MM	0	13,807	13,905	14,065	41,777
	Hatchery Specialist 2	12 MM	0	13,807	13,905	14,065	41,777
	Fish Hatchery Technician	6 MM	0	6,341	6,378	6,440	19,159
	Fish Hatchery Technician	6 MM	0	6,341	6,378	6,440	19,159
	Overtime/Holiday Pay			3,840	4,096	4,352	12,289
	Truck Driver Pay			384	410	435	1,229
	Standby			2,048	2,074	2,151	6,273
Benefits SubTotal				146,052	147,397	149,499	442,948
E - Supplies and Materials							
EA - Supplies and Materials							
	GCPUD 0003	Fish Food		3,072	3,124	3,175	9,371
	ACOE	Fish Food		0	0	0	0
				60,000	63,000	66,150	189,150
				0	0	0	0
EB - Communication/Telecommunications				1,127	1,178	1,229	3,533
EC - Utilities				-2,371	-2,371	-2,371	-7,114
EG - Employee Prof Dev & Training				5,121	5,121	5,121	15,362
EH - Rental & Leases				256	256	256	768
ER - Other Contractual Services							
	GCPUD	Fish Marking (Automated Trailer)(606K Ad/CWT)		768	819	870	2,458
	GCPUD	Fish Marking (Automated Trailer)(606K CWT)		0	0	0	0
	GCPUD	Fish Marking (Automated Trailer)(606K CWT)		0	0	0	0
	ACOE	Fish Marking (1.717M Ad Only)		128,691	135,119	141,880	405,690
		Pass-Thru		543,880	548,126	551,753	1,643,759
		Angler Caught Broodstock		0	0	0	0
		Fish Health		13,482	13,846	14,220	41,548
ES - Vehicle Maintenance & Operating Costs				2,560	5,274	5,428	13,262
EZ - Other Goods and Services (NPDES Permit)				2,560	2,611	2,663	7,834
G - Travel							
	GA - In-State Subsistence & Lodging			1,024	1,024	1,024	3,072
	GC - Private Automobile Mileage			0	13,313	13,825	27,139
	GD - Other Travel Expenses			0	0	0	0
	GF - Out-Of-State Subsistence and lodging			0	0	0	0
	GN - Motor Pool Services			12,801	0	0	12,801
J - Non-Capitalized Assets							
	JA - Non-Capitalized Assets			376	376	376	1,129
E,G,J Subtotal				773,347	790,816	805,598	2,369,761
K. Contract Services				0	0	0	0
T. Overhead 36.03% of Total Excluding Fish Food & Capital Assets (Incorporated into itemized costs)				171,059	176,784	182,234	530,077
GRAND TOTAL				1,247,711	1,276,574	1,303,925	3,828,210

PRIEST RAPIDS HATCHERY FY2025-2027 O&M BUDGET: GRANT PUD DETAIL SUMMARY

STATUS NOTES: Breakdown is calculated using WDFW 11/27/2023 3-year budget with one minor correction approved via email 1/16/2024.

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
 PRIEST RAPIDS HATCHERY
 OPERATIONS AND MAINTENANCE BUDGET REQUEST
 July 1, 2024 through June 30, 2027 FY2025-2027
 FINAL 1/16/2024

				GPUD FY25	GPUD FY26	GPUD FY27	3-YR TOTAL	
A. Salaries								
		0	0	0	0	0	0	
	Hatchery operations manager	9.0 MM		0	66,868	68,869	70,930	206,667
	Hatchery Specialist 4	12 MM		0	64,983	66,927	68,915	200,825
	Maintenance Mechanic 2	12 MM		0	55,995	57,674	59,405	173,074
	Hatchery Specialist 3	12 MM		0	55,995	57,674	59,405	173,074
	Hatchery Specialist 2	12 MM		0	48,248	49,694	51,180	149,122
	Hatchery Specialist 2	12 MM		0	48,248	49,694	51,180	149,122
	Hatchery Specialist 2	12 MM		0	48,248	49,694	51,180	149,122
	Hatchery Specialist 2	12 MM		0	48,248	49,694	51,180	149,122
	Hatchery Specialist 2	12 MM		0	48,248	49,694	51,180	149,122
	Hatchery Specialist 2	12 MM		0	48,248	49,694	51,180	149,122
	Fish Hatchery Technician	6 MM		0	19,004	19,554	20,160	58,718
	Fish Hatchery Technician	6 MM		0	19,004	19,554	20,160	58,718
	Overtime/Holiday Pay				12,724	13,572	14,420	40,716
	Truck Driver Pay				1,272	1,357	1,442	4,072
	Standby				6,786	6,871	7,125	20,782
			Salaries SubTotal		543,873	560,521	577,861	1,682,255
B. Benefits								
		0	0	0	0	0	0	0
	Complex Manager	9.0 MM		0	21,674	21,887	22,261	65,822
	Hatchery Specialist 4	12 MM		0	25,936	26,140	26,496	78,572
	Maintenance Mechanic 2	12 MM		0	24,287	24,470	24,786	73,543
	Hatchery Specialist 3	12 MM		0	24,287	24,470	24,786	73,543
	Hatchery Specialist 2	12 MM		0	22,872	23,035	23,300	69,207
	Hatchery Specialist 2	12 MM		0	22,872	23,035	23,300	69,207
	Hatchery Specialist 2	12 MM		0	22,872	23,035	23,300	69,207
	Hatchery Specialist 2	12 MM		0	22,872	23,035	23,300	69,207
	Hatchery Specialist 2	12 MM		0	22,872	23,035	23,300	69,207
	Fish Hatchery Technician	6 MM		0	10,505	10,566	10,668	31,738
	Fish Hatchery Technician	6 MM		0	10,505	10,566	10,668	31,738
	Overtime/Holiday Pay				6,362	6,786	7,210	20,358
	Truck Driver Pay				636	679	721	2,036
	Standby				3,393	3,435	3,563	10,391
			Benefits SubTotal		241,945	244,175	247,657	733,777
E - Supplies and Materials								
EA - Supplies and Materials								
	GCPUD 0003	Fish Food		5,089	5,174	5,259	15,523	
	ACOE			180,000	189,000	198,450	567,450	
				0	0	0	0	
	EB - Communication/Telecommunications			1,866	1,951	2,036	5,853	
	EC - Utilities			-3,929	-3,929	-3,929	-11,786	
	EG - Employee Prof Dev & Training			8,482	8,482	8,482	25,447	
	EH - Rental & Leases			424	424	424	1,272	
	ER - Other Contractual Services			1,272	1,357	1,442	4,072	
	GCPUD Fish Marking (Automated Trailer)(606K Ad/CWT)		FY25	\$263,953	145,167	151,340	158,686	455,192
	GCPUD Fish Marking (Automated Trailer)(606K CWT)		FY26	\$277,052	118,786	125,712	132,214	376,712
	ACOE Fish Marking (1.717M Ad Only)		FY27	\$290,900	0	0	0	0
		Pass-Thru		0	0	0	0	
		Angler Caught Broodstock		42,028	43,388	44,748	130,164	
		Fish Health		22,334	22,937	23,557	68,827	
	ES - Vehicle Maintenance & Operating Costs			4,241	8,737	8,991	21,970	
	EZ - Other Goods and Services (NPDES Permit)			4,241	4,326	4,411	12,978	
G - Travel								
	GA - In-State Subsistence & Lodging			1,696	1,696	1,696	5,089	
	GC - Private Automobile Mileage			0	22,054	22,903	44,957	
	GD - Other Travel Expenses			0	0	0	0	
	GF - Out-Of-State Subsistence and lodging			0	0	0	0	
	GN - Motor Pool Services			21,206	0	0	21,206	
J - Non-Capitalized Assets								
	JA - Non-Capitalized Assets			624	624	624	1,871	
			E,G,J Subtotal	553,529	583,275	609,995	1,746,799	
K. Contract Services								
				0	0	0	0	
T. Overhead 36.03% of Total Excluding Fish Food & Capital Assets (Incorporated into itemized costs)								
				307,950	318,444	328,534	954,928	
GRAND TOTAL				1,339,348	1,387,971	1,435,513	4,162,831	

APPENDIX "B"
CHANGE ORDER
NO. __

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

- A. Description of Change:

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

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

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

Public Utility District No. 2
of Grant County, Washington

Washington State Department of Fish and Wildlife

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____

APPENDIX "C"
TASK AUTHORIZATION FOR
PROFESSIONAL SERVICES

Contract No.:	430-12331	Task Authorization No.:		Amendment No.:	
Project Name:					

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

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

Sample Only

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

Public Utility District No. 2
of Grant County, Washington

Washington State Department of Fish and Wildlife

Approved for District

Accepted by Contractor

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: District Representative

Title: _____

Date: _____

Date: _____

APPENDIX "D"
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:

- Blasting/Painting
- Cranes
- Excavation
- Heavy Transport
- Labor Service
- Scaffold
- Instrumentation
- Lead/Asbestos Abatement
- Cement Work
- Drilling
- General Construction
- Hydro-Blasting/Cleaning
- Machining
- Welding/Piping
- Electrical
- Other _____

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
<input type="checkbox"/>	Corporate HSE Policy			
<input type="checkbox"/>	HSE Workplace Committee			
<input type="checkbox"/>	HSE Inspections and Audits			
<input type="checkbox"/>	Personal Protective Equipment			
<input type="checkbox"/>	Hazard Assessment and Communication			
<input type="checkbox"/>	Task Assignment Training			
<input type="checkbox"/>	Respiratory Protection			
<input type="checkbox"/>	Fall Protection			
<input type="checkbox"/>	Scaffolding and Ladders			
<input type="checkbox"/>	Perimeter Guarding			
<input type="checkbox"/>	Housekeeping			
<input type="checkbox"/>	Fire Protection/Prevention			
<input type="checkbox"/>	First- Aid Procedures/Facilities			
<input type="checkbox"/>	Emergency Procedures			
<input type="checkbox"/>	Toxic Substances/Hazard Communication			
<input type="checkbox"/>	Trenching and Excavation			
<input type="checkbox"/>	Signs, Barricades, and Flagging			
<input type="checkbox"/>	Electrical Safety			
<input type="checkbox"/>	Rigging and Crane Safety			
<input type="checkbox"/>	Safe Work Practices			
<input type="checkbox"/>	Safety Supervision			
<input type="checkbox"/>	Toolbox/Workplace HSE Meetings			
<input type="checkbox"/>	Incident Investigation/Reporting			
<input type="checkbox"/>	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 style="text-align: center;"> <input type="checkbox"/> RECEIVED <input type="checkbox"/> FURTHER REVIEW </p>
---	---

APPENDIX "E"

**Public Utility District No. 2 of Grant County, WA
HOUSING RULES AND REGULATIONS**

THIS AGREEMENT, is made a part hereof by and between Washington State Department of Fish & Wildlife (WDFW), hereinafter called the "Contractor" and the Public Utility District No. 2 of Grant County, WA, hereinafter called "District".

1. PREMISES. The District does hereby provide to Contractor the premises located near the Priest Rapids Hatchery at **516 W. Autumn Loop, Desert Aire, WA 99349, 858 N. Desert Aire Drive, Desert Aire, WA 99349, and 306 N. Atterbury Drive, Desert Aire, WA 99349** (hereinafter referred to as "premises"), upon the terms and conditions contained herein for occupancy by Contractor's employees.
2. RENTAL. The District shall provide the Contractor for the Contractor's use in completing the work under Contract No. 430-12331, one District-owned housing unit at no charge to the Contractor.
3. CONDITION OF PREMISES / INSPECTION/DAMAGE. No representations have been made by District to Contractor, express or implied, concerning the condition of the premises and the same is hereby leased to Contractor in its "as is" condition. Prior to any Contractor change of occupancy of premises and again after surrendering the premises, Contractor and District shall prepare a list of the existing condition of the premises. A dated signed copy of such lists shall be retained by both Contractor and District for purposes of identifying and assisting in resolution of any damage to the premises caused by Contractor.
4. UTILITIES. Electricity will be metered to the home and the District shall pay all cost of electrical services. Phone, internet, and television services will not be provided by the District. Sewer and water will be provided by the District at no additional charge.
5. GARBAGE COLLECTION. The District shall coordinate and provide waste collection pickup for the premises at no cost to the Contractor.
6. YARD WASTE. Disposal of yard wastes such as grass clippings, shrub and tree trimmings, leaves, garden residue, household garbage, etc. shall be made in the provided receptacle or otherwise removed from premises grounds to a Grant County landfill or transfer station. **NO BURNING OF YARD WASTE INSIDE OR IN THE VICINITY OF THE PREMISES IS PERMITTED.**
7. CONTRACTOR DUTIES. Contractor shall, in addition to the other obligations provided in these Rules and Regulations, perform the following duties and assume all costs associated with the performance of such duties:
 - (a) Comply with all applicable municipal, county, and state codes, laws, and advisories.

- (b) Comply with applicable covenants, conditions, and restrictions as defined in the Desert Aire Owners Association Restated Declaration of Covenants, Conditions and Restrictions.
- (c) Use the premises exclusively for a private residence and only by Contractor's employee and members of Contractor's employee's immediate family (spouse/significant other and children). Contractor's employees may be allowed to share a residence if agreeable to both the District and the Contractor. Each adult in the household shall not allow additional families or persons to reside therein for other than visits of short duration (no more than 2 weeks).
- (d) Keep the premises in a neat, clean and sanitary condition.
- (e) Properly dispose of all rubbish, garbage, and other organic waste in a sanitary manner and assume all costs of extermination or fumigation for infestation inside the premises occurring as a result of Contractor's employee's behavior during the tenancy within the premises.
- (f) Not intentionally or negligently destroy, deface, damage, or impair or remove any part of the premises, their appurtenances, facilities, equipment, furnishings, and appliances, nor permit any member of his or her family, invitee, licensee or other person acting under his or her control to do so.
- (g) Keep the lawn mowed, trimmed, watered, and free from weeds and keep sidewalk free of ice and snow.
- (h) Keep the premises in good repair and condition including the interior, all glass, lighting, fixtures, and appliances.
- (i) Garbage receptacles as furnished by Waste Management shall be on the premises grounds. Disposal of yard wastes such as grass clippings, shrub and tree trimmings, leaves, garden residue, household garbage, etc. shall be made in the provided receptacle or otherwise removed from premises grounds to a Grant County landfill or transfer station (see section 6). **NO BURNING OF TRASH INSIDE OR IN THE VICINITY OF THE PREMISES IS PERMITTED.**
- (j) If desired by the Contractor's employee(s), decorative flowers, plants, and other small bushes may be planted at the Contractor's employee's own expense (including all maintenance and irrigation) with written approval by the District.
- (k) Notify the District immediately in writing of any necessary repairs or damage to the premises.
- (l) Permit the District, its agents, employees, or representatives to enter the premises with a two (2) business day advance notice and at reasonable times for the purpose of inspections or to make necessary repairs or improvements. Permit the District, its agents, employees, or representatives to immediately enter the premises in the event of an emergency.
- (m) Not permit a nuisance or common waste (i.e.; various garbage, old cars, lawn clippings, general refuse, etc.) to accumulate on the premises.
- (n) Store all vehicles, trailers, boats, RVs in an orderly manner. Do not allow any non-operable vehicle to be located on the adjacent street, other common parking areas, or elsewhere on the premises for more than fourteen (14) calendar days. Derelict vehicles and trailers, or parts thereof, shall not be stored the premises. Said vehicles and trailers, or parts thereof, shall be removed at the Contractor's expense within fourteen (14) calendar days of official notification

- (o) Not permit animals to be on the premises except a total of two (2) pets per household. Pets shall be limited to dogs and cats. Other animals or more than the two-animal limit may be allowed with written permission from the District. Animals normally considered barnyard animals shall not be permitted. Animals shall be contained within a fence or on a leash. Animals shall not be permitted to be a neighborhood nuisance by wandering free or by abnormal noise disturbance. All fencing shall be installed at the Contractor's expense after the District's written approval of the Contractor's design, materials, and method of construction, and approved via the Grant County permitting process (if necessary).
- (p) Not make any alterations, additions, or improvements in or to the premises, including changing or adding door locks, without the prior written approval of the District.
- (q) Once keys are issued at the time of the signing of occupancy it is the responsibility of the Contractor to replace any lost or stolen keys. The District will replace lost keys at a cost of \$10 per key, if requested by the Contractor. If an occupant becomes locked out the premises during normal District business hours, the District will open the premises for the occupant at no charge to the Contractor. After normal business hours (8:00 AM to 4:30 PM) a \$60 charge to open premises shall be charged to the Contractor. Re-coring of the premises at the request of the Contractor (for any reason including personal security) or due to lost or stolen keys will cost the Contractor \$100.00 per occurrence (cost includes cores, keys, and labor). This cost will be assessed against the Contractor.
- (r) Alterations, additions, or improvements shall become the property of the District and the Contractor's duties identified herein shall apply to such alterations, additions, and improvements. Alterations, additions, or improvements paid for by the Contractor may be removed only with written approval of the District.
- (s) Maintain smoke and carbon monoxide detection devices in accordance with the manufacturer's recommendations, including the replacement of batteries when required for the proper operation of the detection device.
- (t) No smoking is allowed within the premises.
- (u) Repair at Contractor's expense any damage to the premises caused by the Contractor's neglect within thirty (30) days of written notice from District requiring such repairs, or within a shorter time if made necessary by emergency.
- (v) Properly store and dispose of all hazardous and/or toxic materials.
- (w) Not use the premises for any purpose deemed hazardous by the District or its insurance companies.
- (x) Not sublet the premises or any part thereof nor assign this agreement in whole or in part without the prior written consent of District.
- (y) With a two (2) business day advance notice, permit the District to show the premises to prospective residents for a period of thirty (30) days prior to expiration of this agreement, and to maintain the premises in a reasonably clean condition during such period.
- (z) Upon termination, clean the premises including all windows inside and out, steam clean all carpets, wash all floorings, wipe down all cupboards and appliances, remove any stains, and conduct such other cleaning as may be necessary to restore the premises to its original state of cleanliness as existed at the beginning of the tenancy. Contractor

- shall perform all repairs as may be necessary to restore the premises to its initial condition except for reasonable wear and tear.
- (aa) In the event Contractor shall fail to take proper care of the premises, the District may enter into and do the necessary work, charging the cost thereof to the Contractor.
 - (bb) Conform to all reasonable rules and regulations adopted by the District. These rules and regulations may be modified by the District upon thirty (30) days' notice to Contractor.
8. DISTRICT'S DUTIES: Upon request from the Contractor, the District will perform the following maintenance unless such repair is the result of the Contractor's employee and/or by members of Contractor's employee's immediate family (spouse/significant other and children) act or neglect, in which case the District may repair such condition and charge the Contractor for the cost of such repairs. All requests for maintenance will be made to the District Priest Rapids Hatchery Project Manager.
- (a) Maintain structural components, including roofs, floors, walls, chimneys, fireplaces, and foundations in reasonably good repair.
 - (b) Maintain all electrical, plumbing, heating, and other facilities and appliances furnished by the District in reasonably good working order.
 - (c) Substantially comply with applicable codes, statutes, ordinances, or regulations governing the District's duties described herein which could substantially endanger or impair the health or safety of the occupant.
 - (d) Keep common areas reasonably clean, sanitary, and safe from defects increasing the hazards of fire or accident.
 - (e) Provide a reasonable program for the control of infestation by insects, rodents, and other pests outside of the residence.
 - (f) Provide reasonably adequate locks and furnish keys to the Contractor.
 - (g) Maintain the dwelling unit in reasonably weather tight condition.
 - (h) Provide tools and supplies required for lawn maintenance and snow removal responsibilities required to be performed by the Contractor under this agreement.
9. CONTRACTOR EMPLOYEE-OWNED PROPERTY DAMAGE. The District shall be held harmless for all Contractor or Contractor's employee-owned property utilized on the premises.
10. FIRE AND OTHER CASUALTY. In the event any of the premises shall be destroyed or damaged or injured by fire or other casualty, during the term of this agreement, and the results thereof shall render the premises' untenable, the District shall then have the right to render the damaged premises tenantable by repairs within thirty (30) days therefrom. If the damaged premises are not rendered tenantable within said period, it shall be optional with either party to declare in writing the cancellation of this agreement for the damaged premises only. The agreement shall remain in effect for undamaged premises.
11. MUTUAL RELEASE / WAIVER OF SUBROGATION. Notwithstanding any other provisions of this agreement, in addition to and not by way of limitation of Contractor's obligation to indemnify District as allowed by law, District and Contractor hereby mutually

waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, and other premises insurance policies existing for the benefit of the respective parties.

12. DISTRICT'S LIABILITY. Neither the District nor any of its employees, agents or contractors, shall be liable for any loss or damage to person or property sustained by Contractor, its employees, or other persons which may be caused by the premises, or by any appurtenances being out of repair, or by the bursting or leakage of any water, gas, sewer or steam pipe, electrical supply, electrical equipment or apparatus, or by theft or by any act or neglect of Contractor, its agents or employees, or any other person, except to the extent that such loss or damage is caused by the neglect or intentional acts of the District or its employees or agents acting in their capacity as agents or employees to the District.
13. INDEMNITY:
 - (a) To the fullest extent permitted by law, Contractor shall indemnify District from and against any and all claims, demands, causes of action, suits or judgments (including fees, costs and expenses including attorney fees incurred in connection therewith and in enforcing this indemnity) for deaths or injuries to persons or for loss of or damage to premises arising out of or claimed to arise out of or in connection with the condition, use or occupancy of the premises or any improvements thereon by Contractor or its employees, guests, and invitees. This duty to indemnify shall not apply to claims arising out of the District's breach of this agreement or from acts of the District, its agents and employees acting in their capacity as agents or employees of the District unless otherwise herein provided. This indemnity includes, without limitation, any liability or injury to persons or properties of the District, its agents, officers, employees or invitees.
 - (b) In the event any such claims are made or suits filed, District shall give Contractor prompt written notice thereof and Contractor shall have the right to defend or settle the same to the extent of its interests therein.
 - (c) Contractor, as a material part of the consideration to be rendered to District, waives all claims against District for damages to Contractor's goods or premises in, upon or about the premises and for injury to Contractor, its employees, guests, and invitees or to other persons in or about the premises from any cause arising at any time, excluding breach of the provisions of this agreement, unless otherwise herein provided, and excluding intentional acts of District, its agents and employees acting in their capacity as agents or employees of District.
 - (d) Contractor shall pay and indemnify District as allowed by law against all costs, expenses and charges of every type, including reasonable attorney's fees, incurred in obtaining possession of the premises after default of Contractor in surrendering possession upon expiration or earlier termination of the term of this agreement, as well as any costs, expenses and charges of every type incurred by District in enforcing any of the covenants in this agreement.
14. INGRESS AND EGRESS. During the term of this agreement, the Contractor shall have the right of ingress and egress for itself, its employee(s), and its guests to the premises.

15. TERM OF TENANCY. The term of this tenancy shall be concurrent with the term of this Contract 430-12331 with the District (unless sooner terminated as provided in paragraph 16 herein by the District) and shall terminate in the event of voluntary or involuntary termination of such contract or employment with such Contractor, provided that in the event of involuntary termination of the contract or employee of such Contractor, occupant shall have thirty (30) days from the termination date in which to vacate the premises.
16. TERMINATION. The District may terminate this agreement after giving the Contractor sixty (60) days written notice of such intention to terminate this tenancy and at the end of said sixty (60) day period the Contractor shall surrender and yield possession of the premises. In the event the Contractor desires to terminate this tenancy, the Contractor shall give the District thirty (30) days written notice prior to vacating the premises.
17. NO WAIVER. Failure of District to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of District's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
18. CONTINUED OCCUPANCY. If Contractor lawfully continues to occupy the premises beyond the term of the agreement, the terms of the agreement shall continue on a month to month basis.
19. SERVICE OF NOTICES. All notices shall be in writing. All notices to be given to Contractor may be served on Contractor's employee(s) personally, or on any person of majority at the premises or by leaving said notice on the premises, or by sending notice by U.S. Mail, postage prepaid, addressed to the Contractor's employee(s) at the address of the leased premises or such other place as Contractor or Contractor's employee(s) may direct in writing including;

Brian Lyon
Hatchery Operations Manager/Priest Rapids Complex
Washington Department of Fish and Wildlife
PO Box 937
Mattawa WA, 99349

Washington Department of Fish and Wildlife
600 Capitol Way N
Olympia, WA 98501-1091

All notices to be given to District may be served on District personally, or by sending notice by U.S. Mail, postage prepaid, addressed to District at:

Deanne Pavlik-Kunkel
Fish and Wildlife Program Supervisor
Public Utility District No. 2 of Grant County, Wa.
PO Box 878

30 C Street SW
Ephrata, WA 98823

Or such other place as District may direct in writing. Notice shall be deemed delivered on the date of delivery if personally delivered or on the date of postmark, if mailed. All notice periods shall begin and end on midnight.

20. NUMBER; GENDER; PERMISSIVE VERSUS MANDATORY USAGE. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word “may” denotes an option or privilege and not an obligation upon the party to exercise such option or privilege; use of the word “shall” denotes a duty or an obligation.
21. CAPTIONS AND CONSTRUCTION. The captions in this agreement are for the convenience of the reader and are not to be considered in the interpretation of its terms.
22. ENTIRE AGREEMENT. All understandings and agreements between the parties heretofore made are merged into this agreement, which alone fully and completely expresses their agreement. This agreement is being entered into after full investigation and neither party is relying upon statements or representations not embodied in this agreement made by the other.
23. ATTORNEY FEES / VENUE. In the event any party employs legal counsel to enforce any covenant of this agreement, or to pursue any other remedy on default as provided herein, or by law, the substantially prevailing party shall be entitled to recover reasonable attorneys’ fees, appraisal fees, title search fees, other necessary expert witness fees and all other costs and expenses not limited to court action. Such sum shall be included in any judgment or decree entered. Venue of any action filed to enforce or interpret the provisions of this agreement, including all depositions, shall be exclusively in the Superior Court of Grant County, Washington.
24. NO ADDITIONAL CHARGES. The use of residential housing as provided in this Agreement shall not be a basis for additional charges by Contractor to the District unless the parties agree to those changes in writing.

Public Utility District No. 2 of Grant County, WA

Move-In/Move-Out Check List

A move-in/move-out checklist is hereby made a part of the Agreement between Washington State Department of Fish & Wildlife (WDFW), and Public Utility District #2 of Grant County, WA (District), dated July 1, 2016 by and between WDFW and the District for premises located at

1. **516 W. Autumn Loop, Desert Aire, WA 99349**
2. **858 N. Desert Aire Drive, Desert Aire, WA 99349**
3. **306 N. Atterbury Drive, Desert Aire, WA 99349**

Move-In Date: _____

Inspection Date: _____

Move-Out Date: _____

Inspection Date: _____

1. This checklist, which will be provided by the District, is to be completed by the Contractor moving in and moving out of the residence. The Contractor is required to be present during inspections. The Contractor agrees that there are no further defects except as noted herein and that in fact the Contractor has accepted the premises, its furnishings, and appliances in good and satisfactory condition except as noted herein.
2. Upon vacating the premises, the Contractor shall have the premises in the same or better condition as when accepted by the Contractor, reasonable wear expected.