

**A G E N D A**  
**GRANT COUNTY PUBLIC UTILITY DISTRICT**  
**30 C Street SW – Commission Meeting Room**  
**Ephrata, Washington**  
**COMMISSION MEETING**  
**Tuesday, November 26, 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 with County Commissioners
- 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 November 12, 2024

**2. Regular Agenda**

9067 – Resolution Amending Grant PUD’s Code of Ethics Policy and Superseding Resolution 9015  
Relating to Grant PUD’s Code of Ethics.

9068 – Resolution Amending Grant PUD’s Customer Service Policy.

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract No.  
110-12625 for the proposed 5-year Purchase Power Agreement (PPA) with Goose Prairie Solar LLC.  
(3498)

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract No. 130-12624 for the proposed sale, from the Grant PUD's retained share, of 10% of the Priest Rapids Project Output (PRPO) for a 3-year term, commencing on January 1, 2025. (3499)

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

XXXX – Resolution Adopting a Budget for the Year 2025 and Corresponding Financial Forecast.

XXXX – Resolution Accepting a Bid and Awarding Contract 470-12480R, For Acoustic Tags – Juvenile Salmon and Steelhead.

XXXX – Resolution Accepting a Bid and Awarding Contract 430-12422, For Carlton Acclimation Facility – New Wells Phase 2.

XXXX – Resolution Accepting a Bid and Awarding Contract 130-12514H, for Larson – Stratford 115kV Relocation Construction.

Motion authorizing the General Manager/CEO to execute Change Order No. 5 to Contract 170-10049 with WEG Transformers USA increasing the not-to-exceed contract amount by \$28,412,006.00 for a new contract total of \$47,758,749.85 plus sales tax with a revision completion date of September 30, 2028 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. 5. (xxxx)

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 430-12496 with Blue Leaf Environmental - LGL for a 3 year not-to-exceed amount of \$2,225,677.00 for conducting juvenile salmonid survival studies within the Priest Rapids Project during the years 2025 – 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

November 12, 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 and Nelson Cox, Commissioner. Judy Wilson was absent due to personal business.

An executive session was announced at 8:30 a.m. to last until 8:55 a.m. to review performance of a public employee pursuant to RCW 42.30.110(1)(g), to discuss pending litigation pursuant to RCW 42.30.110(1)(i) and to discuss lease or purchase of real estate if disclosure would increase price pursuant to RCW 42.30.110(1)(b). The executive session concluded at 8:55 a.m. and the regular session resumed.

The Commission convened to review vouchers and correspondence. Trade association and committee reports were reviewed.

The Commission calendar was reviewed.

Dmitriy Turchik, Senior Manager Internal Audit, gave the Internal Audit Report.

Julio Aguirre Carmona, Program Manager Rates and Pricing, provided the Power Unbundling Proposal/Cost Allocation Alternatives Report.

An executive session was announced at 12:00 p.m. to last until 12:55 p.m. to review performance of a public employee with legal counsel present pursuant to RCW 42.30.110(1)(g) and to discuss pending litigation with legal counsel present pursuant to RCW 42.30.110(1)(i). The executive session concluded at 12:55 p.m. and the regular session resumed.

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

Payment Number	148192	through	149071	\$11,712,167.45
Payroll Direct Deposit	1	through	835	\$2,708,641.74
Payroll Tax and Garnishments	20241030A	through	20241030A	\$1,108,100.30

Meeting minutes of October 22, 2024.

Motion was made by Commissioner Cox and seconded by Commissioner Schaapman to excuse the absence of Commissioner Wilson. After consideration, the motion was approved by unanimous vote of the Commission.

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

Resolution No. 9066 relative to approving a cell phone policy was presented to the Commission. Motion was made by Commissioner Schaapman and seconded by Commissioner Cox to approve Resolution No. 9066. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9066

A RESOLUTION ESTABLISHING GRANT PUD’S CELL PHONE POLICY

Recitals



1. Grant PUD desires to establish a Cell Phone Policy to provide guidance to Grant PUD personnel regarding the use of Grant PUD-owned and employee-owned Cell Phones; and
2. Grant PUD's Executive Leadership has reviewed the Cell Phone Policy attached hereto and recommends that it be adopted.

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

Section 1. The attached Cell Phone Policy is hereby approved and adopted and shall be effective December 20, 2024.

Section 2. The General Manager is hereby authorized to modify the policy from time to time subject to the following limitations:

- A. The policy shall at all times be subject to and consistent with the requirements of all applicable laws and regulations.
- B. Any proposed changes to the policy shall be submitted to Grant PUD's Commission at least twenty (20) days prior to being put into effect.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 12<sup>th</sup> day of November 2024.

Motion was approved by Commissioner Cox and seconded by Commissioner Pyle authorizing the General Manager/CEO, on behalf of Grant PUD, to approve the purchase of 4 parcels at Rd. W. NE and Rd. 16 NE totaling approximately 960 acres at a cost of \$1,056,000.00 plus closing costs of \$2,000.00 and including honoring the existing farm lease through August 2025.

Baxter Gillette, Large Power Solutions Manager, gave the report Evolving Industry Biennial Assessment.

Cary West, Senior Manager Customer Solutions, provided the Customer Service Policy Update.

Travis Weiser, Power Delivery Project Manager, gave a big thank you to North Sky and the work on the fiber project was acknowledged and celebrated as the project is near completion.

The Commissioners reviewed future agenda items.

The Commission recessed at 3:15 p.m.

The Commission resumed at 3:30 p.m.

There being no further business to discuss, the Commission adjourned at 4:15 p.m. on November 12.

An executive session was announced at 12:00 p.m. to last until 12:22 p.m. on Wednesday, November 13 to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110(b). The executive session concluded at 12:22 p.m. and the regular session resumed.

The Commission reconvened on Wednesday, November 13 at 12:30 p.m. at Grant PUD's Main Headquarters Building, Conference Room E, 30 C Street SW, Ephrata, Washington for the purpose of attending a Commissioner Education and Roundtable WPUA meeting via Zoom and any other business that may come before the Commission with the following Commissioners present: Tom Flint, Terry Pyle, Larry Schaapman, and Nelson Cox.

There being no further business to discuss, the Commission adjourned at [REDACTED] on November 19 and reconvened on Wednesday, November 20 at 12:00 p.m. at Fairfield Inn & Suites, 2380 S Maiers Rd, Moses Lake, Washington for the purpose of attending a Strategy 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.

There being no further business to discuss, the Commission adjourned at [REDACTED] on November 20 and reconvened on Thursday, November 21 at 8:00 a.m. at Fairfield Inn & Suites, 2380 S Maiers Rd, Moses Lake, Washington for the purpose of attending a Strategy 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 November 12, 2024 meeting officially adjourned at [REDACTED] on November, 21, 2024.

\_\_\_\_\_  
Tom Flint, President

ATTEST:

\_\_\_\_\_  
Larry Schaapman, Secretary

\_\_\_\_\_  
Terry Pyle, Vice President

\_\_\_\_\_  
Judy Wilson, Commissioner

\_\_\_\_\_  
Nelson Cox, Commissioner

# **REGULAR AGENDA**

# For Commission Review – 11/12/2024

## RESOLUTION NO. XXXX

A RESOLUTION AMENDING GRANT PUD'S CODE OF ETHICS POLICY AND SUPERSEDING RESOLUTION 9015 RELATING TO GRANT PUD'S CODE OF ETHICS

### Recitals

1. Grant PUD has a Code of Ethics policy that was last amended on May 9, 2023 via Resolution 9015;
2. Grant PUD desires to update its Code of Ethics policy to provide guidance to Grant PUD personnel in their conduct, to enhance public confidence in Grant PUD and its employees, and to assure that Grant PUD resources and services are applied for the benefit of the public; and
3. Grant PUD's Executive Management has reviewed the updated Code of Ethics policy attached hereto and recommends that it be adopted.

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

Section 1. The attached Code of Ethics policy is hereby approved and adopted and shall be effective January 1, 2025.

Section 2. As of January 1, 2025, Resolution 9015 is hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 26<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**MEMORANDUM**

October 24, 2024

**TO:** Rich Wallen, General Manager/Chief Executive Officer

**VIA:** Ethics Committee

**FROM:** Tod Ayers, Chief HR Officer/Ethics Officer

DS  
tl

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

**Purpose:** To request Commission approval of the attached revised Code of Ethics Policy, effective January 1, 2025.

**Discussion:** This policy update revises Section 4.I, Entertainment and Hospitality, to allow employees to attend social events or accept lodging provided as part of the fees associated with a conference or professional event under certain conditions.

The 2023 revision of the Code of Ethics was updated with a section prohibiting employees from receiving gifts, lodging, or hospitality at any time from current or prospective vendors. The Ethics Committee recommends clarifying language that addresses the costs of lodging or after-hours social events that are included in the conference fees. The proposed revised language in Section I, Subsection 2 provides clear language that employees must be attending on official business and any extra activities are incidental to that purpose.


The documentation in this packet includes:

- Resolution
- Commission memo
- Clean copy of the current policy
- Red-lined version of the policy to identify edits
- Clean copy of the revised policy

All employees will be notified of this policy revision.

**Recommendation:** Commission approval of the attached Code of Ethics Policy, effective January 1, 2025.

**Legal Review:** See attached email.

<b>Effective Date:</b> 6/1/2023	<b>Version:</b> 10 <b>Supersedes:</b> 9	<b>Related Documents:</b> Code of Ethics Committee, Outside Employment Attestation Form, Conflict of Interest Disclosure Form
		<b>DISTRICTWIDE POLICY</b>
<b>Approved by:</b> Commission	<b>Regulation:</b> RCW Chapter 42, RCW 9.46.0237, RCW 9.73.030, Resolution 9015	
<b>Policy Owner:</b> Ethics Officer	<b>Policy Category:</b> Ethics, Integrity, and Legal Compliance	

## EX-SOC-POL-540 – CODE OF ETHICS

### 1. Scope

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

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

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

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


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

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

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

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

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

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


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

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

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

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

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

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

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


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

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

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

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



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


- I. **Entertainment and Hospitality:** Offers of entertainment, hospitality, business courtesies, tickets, hotel accommodations, passes or other favors from customers, current or prospective suppliers or other persons or entities whose interests may be substantially affected by the performance of the employee’s official duty, no matter how innocent in appearance, may not be accepted. An employee may accept food or refreshments of nominal value on infrequent occasions in the ordinary course of a meeting, conference, or during an inspection tour where an employee may properly be in attendance.
- J. **Outside Employment:** Grant PUD employees will only be prohibited from engaging in outside employment while employed by Grant PUD if the Ethics Committee determines there is a conflict of interest. Outside employment includes working as an employee or associate with an outside entity, intellectual property rights (such as creating a marketable item or owning an idea for/with the individual or business where there is a potential for profit), owning or operating a partnership, corporation or other private or public business, a home-based business and instances where the work or services are not actually conducted or performed by the employee but in which the employee has a beneficial interest such as work performed by family members. As used in this policy, the term “outside employment” should be understood to mean outside employment, outside business activity and/or an outside business relationship.

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

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

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

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

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

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


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

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

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

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

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

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

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

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


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

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

## 5. Conflict of Interest

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

A conflict of interest may relate to you, your spouse/partner, family member, business interests, and/or associates. Employees are required to immediately and proactively disclose

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to their supervisor any actual or possible conflict(s) of interest that arise at any time during their employment, including when an employee transfers positions at Grant PUD. Employees shall disclose all material facts pertaining to the potential conflict according to Grant PUD procedure as noted below.

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


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

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

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

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

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

<b>Effective Date:</b> 6/1/2023	<b>Version:</b> 10 <b>Supersedes:</b> 9	<b>Related Documents:</b> Code of Ethics Committee, Outside Employment Attestation Form, Conflict of Interest Disclosure Form
		<b>DISTRICTWIDE POLICY</b>
<b>Approved by:</b> Commission	<b>Regulation:</b> RCW Chapter 42, RCW 9.46.0237, RCW 9.73.030, Resolution 9015	
<b>Policy Owner:</b> Ethics Officer	<b>Policy Category:</b> Ethics, Integrity, and Legal Compliance	

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

## 7. Unethical behavior may lead to disciplinary action.

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

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


## 8. Risk/Risk Owners

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

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

B. Risk Owners:


- Ethics Committee/Ethics Officer
- All Grant PUD employees

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<b>Policy Owner:</b> Ethics Officer	<b>Policy Category:</b> Ethics, Integrity, and Legal Compliance	

## 9. Review/Revision History

Effective Date	Description
8/14/1978	Resolution 3696 establishing a Code of Ethics.
3/23/1987	Resolution 5434.
8/28/2001	Resolution 7461. Updated to reflect current practices and revisions to RCW Chapter 42.
12/11/2006	Resolution 8061. Revised to address potential conflicts of interest during surplus auctions of Grant PUD equipment.
8/2/2010	Resolution 8495. Revised to address potential conflicts of interest related to Grant PUD work put out to bid.
1/31/2011	Resolution 8533. Revised to clarify guidelines around gifts from suppliers, prospective suppliers, customers, or their employees or agents.
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8/1/2014	Resolution 8732. Assigned policy number HR150040-POL. Revised composition of Ethics Committee and added new section titled "Recording Private Communications."
12/9/2019	Updated policy number to EX-SOC-POL-540 and reformatted only.
3/1/2022	Resolution 8981. Policy updated throughout. Added new Conflict of Interest section with disclosure requirement.
6/1/2023	Resolution 9015. Revised to address Ethics Officer appointment and responsibilities, revised Use of Grant PUD Resources, updated Gifts, Gratuities, and Favors, Outside Employment, Off Duty Conduct, Post-Employment Representation, and Employment of Relatives. New language regarding contacts with federal employees, updated routing process for conflict disclosure forms, corrected policy revision history. Incorporate new forms - Outside Employment Attestation Form and Conflict of Interest Disclosure Form.



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## EX-SOC-POL-540 – CODE OF ETHICS

### 1. Scope

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

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

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

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


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

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

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

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

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

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

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


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

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

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

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



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


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

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

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

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

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

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


**I. Entertainment and Hospitality:**

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

2) Grant PUD employees may attend social events and/or accept lodging provided as part of the conference fees under the following conditions:

- The social events or lodging must be available to all attendees as part of the conference or event package and not exclusively offered to Grant PUD employees.
- The primary purpose of attending the conference or event must be professional development, networking with industry peers, knowledge sharing, or exercise of Grant PUD official duties, and the social event or lodging is incidental to that purpose.
- The social events or lodging are not designed to provide undue influence or preferential treatment to any attendee or organization.
- Employees must decline any offers of social events, entertainment, or lodging that are extended selectively to Grant PUD employees and are not made available to all event participants.
- Employees are expected to exercise sound judgment and ensure that their participation in social events or acceptance of lodging does not create any actual or perceived conflict of interest or undermine the reputation of Grant PUD.
- Employees are encouraged to disclose any conference-related benefits that may be perceived as preferential or exclusive to the Ethics Committee.

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

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“outside employment” should be understood to mean outside employment, outside business activity and/or an outside business relationship.

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

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


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

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

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

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

If the court-imposed sanction or conditions creates a conflict of interest with an employee’s Grant PUD job duties, Grant PUD may reassign the employee to another role or terminate the employee from Grant PUD. If the employee is convicted of a crime that is incompatible with employment at Grant PUD, Grant PUD reserves the right to terminate the employee’s employment. Crimes that include dishonesty or fraud are examples of crimes that are incompatible with employment at Grant PUD. Human Resources, the Chief Legal Officer, and the CXO will decide if an employee’s legal issues are incompatible with

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employment with Grant PUD. Grant PUD will not make a final determination until any charges have resulted in a conviction.

- L. **Post-Employment Representation:** Without prior approval from their CXO and the Manager of Human Resources, no Grant PUD employee shall accept employment or engage in any business or activity which might require the employee to disclose confidential Grant PUD information. Violation of this provision may cause any contract in existence to be invalidated. Employees and consultants may be required to sign a confidentiality, non-disclosure, and post-employment agreement.
- M. **Gambling:** Gambling is prohibited on Grant PUD property and/or during an employee's compensated work time. Gambling means staking or risking something of value upon the outcome of a contest of chance or a future contingent event not under the person's control or influence, upon an agreement or understanding that the person or someone else will receive something of value in the event of a certain outcome (RCW 9.46.0237).

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

- N. **Recording Private Communications:** Recording conversations with cell phones or any other recording device, whether these conversations are by telephone, radio, in person, or by any other means, is prohibited and may violate state criminal law, unless done with the consent of all parties involved (see RCW 9.73.030).
- O. **Employment of Relatives:** Grant PUD may hire relatives of current employees except when there is a conflict of interest such as:
- The employment of the individual would violate the Code of Ethics for Municipal Officers (see RCW Chapter 42.23);
  - A spouse or relative would have the authority or practical power to supervise, appoint, remove, or discipline the other spouse or relative;
  - A spouse or relative would be responsible for auditing the work of the other spouse or relative;
  - A spouse or relative would be in the supervisory chain of command;
  - Other circumstances exist, which would place the spouse or relative in a situation of actual or reasonably foreseeable conflict between Grant PUD's interests and those of the spouse or relative;
  - Necessary in the case of Grant PUD Officers to avoid the reality or appearance of improper influence or favor; or,
  - Necessary in the case of Grant PUD Officers to protect Grant PUD confidentiality.

If employees become relatives or spouses during their course of employment with Grant PUD, Grant PUD reserves the right to reassign an employee to eliminate a conflict of interest. Reassignments will be made based on the needs of Grant PUD. For the purpose

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of this policy, a relative is defined as a person related to another person by blood, marriage, domestic partner, or legal adoption (spouse, son, daughter, grandchild, parent, sibling, niece, nephew, aunt, uncle, in-law, stepchild, grandparent, foster child, first cousin).

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

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

### 5. Conflict of Interest

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


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

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

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

- A business relationship/ownership that the employee personally receives real or perceived benefit with an entity conducting business with Grant PUD directly or indirectly that could present a conflict in the role the employee is engaged in for Grant PUD;

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

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

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

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

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


**7. Unethical behavior may lead to disciplinary action.**

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

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

**8. Risk/Risk Owners**

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

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


B. Risk Owners:

- Ethics Committee/Ethics Officer
- All Grant PUD employees

**9. Review/Revision History**

Effective Date	Description
8/14/1978	Resolution 3696 establishing a Code of Ethics.
3/23/1987	Resolution 5434.
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6/1/2023	Resolution 9015. Revised to address Ethics Officer appointment and responsibilities, revised Use of Grant PUD Resources, updated Gifts, Gratuities, and Favors, Outside Employment, Off Duty Conduct, Post-Employment Representation, and Employment of Relatives. New language regarding contacts with federal employees, updated routing process for conflict disclosure forms, corrected policy revision history. Incorporate new forms – Outside Employment Attestation Form and Conflict of Interest Disclosure Form.
1/1/2025	Resolution XXXX. <u>Revise Section 4.I, Entertainment and Hospitality.</u>

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## EX-SOC-POL-540 – CODE OF ETHICS

### 1. Scope

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

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

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

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

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

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


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

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

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

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



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		<b>DISTRICTWIDE POLICY</b>
<b>Approved by:</b> Commission	<b>Regulation:</b> RCW Chapter 42, RCW 9.46.0237, RCW 9.73.030, Resolution XXXX	
<b>Policy Owner:</b> Ethics Officer	<b>Policy Category:</b> Ethics, Integrity, and Legal Compliance	

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


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

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

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

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

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

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


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

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

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

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

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


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

**I. Entertainment and Hospitality:**

- 1) Offers of entertainment, hospitality, business courtesies, tickets, hotel accommodations, passes or other favors from customers, current or prospective suppliers or other persons or entities whose interests may be substantially affected by the performance of the employee’s official duty, no matter how innocent in appearance, may not be accepted. An employee may accept food or refreshments of nominal value on infrequent occasions in the ordinary course of a meeting, conference, or during an inspection tour where an employee may properly be in attendance.
  
- 2) Grant PUD employees may attend social events and/or accept lodging provided as part of the conference fees under the following conditions:
  - The social events or lodging must be available to all attendees as part of the conference or event package and not exclusively offered to Grant PUD employees.
  - The primary purpose of attending the conference or event must be professional development, networking with industry peers, knowledge sharing, or exercise of Grant PUD official duties, and the social event or lodging is incidental to that purpose.
  - The social events or lodging are not designed to provide undue influence or preferential treatment to any attendee or organization.
  - Employees must decline any offers of social events, entertainment, or lodging that are extended selectively to Grant PUD employees and are not made available to all event participants.
  - Employees are expected to exercise sound judgment and ensure that their participation in social events or acceptance of lodging does not create any actual or perceived conflict of interest or undermine the reputation of Grant PUD.
  - Employees are encouraged to disclose any conference-related benefits that may be perceived as preferential or exclusive to the Ethics Committee.

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

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“outside employment” should be understood to mean outside employment, outside business activity and/or an outside business relationship.

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

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


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

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

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

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

If the court-imposed sanction or conditions creates a conflict of interest with an employee’s Grant PUD job duties, Grant PUD may reassign the employee to another role or terminate the employee from Grant PUD. If the employee is convicted of a crime that is incompatible with employment at Grant PUD, Grant PUD reserves the right to terminate the employee’s employment. Crimes that include dishonesty or fraud are examples of crimes that are incompatible with employment at Grant PUD. Human Resources, the Chief Legal Officer, and the CXO will decide if an employee’s legal issues are incompatible with

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employment with Grant PUD. Grant PUD will not make a final determination until any charges have resulted in a conviction.

- L. **Post-Employment Representation:** Without prior approval from their CXO and the Manager of Human Resources, no Grant PUD employee shall accept employment or engage in any business or activity which might require the employee to disclose confidential Grant PUD information. Violation of this provision may cause any contract in existence to be invalidated. Employees and consultants may be required to sign a confidentiality, non-disclosure, and post-employment agreement.
- M. **Gambling:** Gambling is prohibited on Grant PUD property and/or during an employee’s compensated work time. Gambling means staking or risking something of value upon the outcome of a contest of chance or a future contingent event not under the person’s control or influence, upon an agreement or understanding that the person or someone else will receive something of value in the event of a certain outcome (RCW 9.46.0237).

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

- N. **Recording Private Communications:** Recording conversations with cell phones or any other recording device, whether these conversations are by telephone, radio, in person, or by any other means, is prohibited and may violate state criminal law, unless done with the consent of all parties involved (see RCW 9.73.030).
- O. **Employment of Relatives:** Grant PUD may hire relatives of current employees except when there is a conflict of interest such as:
  - The employment of the individual would violate the Code of Ethics for Municipal Officers (see RCW Chapter 42.23);
  - A spouse or relative would have the authority or practical power to supervise, appoint, remove, or discipline the other spouse or relative;
  - A spouse or relative would be responsible for auditing the work of the other spouse or relative;
  - A spouse or relative would be in the supervisory chain of command;
  - Other circumstances exist, which would place the spouse or relative in a situation of actual or reasonably foreseeable conflict between Grant PUD’s interests and those of the spouse or relative;
  - Necessary in the case of Grant PUD Officers to avoid the reality or appearance of improper influence or favor; or,
  - Necessary in the case of Grant PUD Officers to protect Grant PUD confidentiality.

If employees become relatives or spouses during their course of employment with Grant PUD, Grant PUD reserves the right to reassign an employee to eliminate a conflict of interest. Reassignments will be made based on the needs of Grant PUD. For the purpose

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of this policy, a relative is defined as a person related to another person by blood, marriage, domestic partner, or legal adoption (spouse, son, daughter, grandchild, parent, sibling, niece, nephew, aunt, uncle, in-law, stepchild, grandparent, foster child, first cousin).

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

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

## 5. Conflict of Interest

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


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

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

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

- A business relationship/ownership that the employee personally receives real or perceived benefit with an entity conducting business with Grant PUD directly or indirectly that could present a conflict in the role the employee is engaged in for Grant PUD;



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

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

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

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

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

**7. Unethical behavior may lead to disciplinary action.**

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

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

**8. Risk/Risk Owners**

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

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## DISTRICTWIDE POLICY

<b>Approved by:</b> Commission	<b>Regulation:</b> RCW Chapter 42, RCW 9.46.0237, RCW 9.73.030, Resolution XXXX
<b>Policy Owner:</b> Ethics Officer	<b>Policy Category:</b> Ethics, Integrity, and Legal Compliance

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

**B. Risk Owners:**

- Ethics Committee/Ethics Officer
- All Grant PUD employees

### 9. Review/Revision History

Effective Date	Description
8/14/1978	Resolution 3696 establishing a Code of Ethics.
3/23/1987	Resolution 5434.
8/28/2001	Resolution 7461. Updated to reflect current practices and revisions to RCW Chapter 42.
12/11/2006	Resolution 8061. Revised to address potential conflicts of interest during surplus auctions of Grant PUD equipment.
8/2/2010	Resolution 8495. Revised to address potential conflicts of interest related to Grant PUD work put out to bid.
1/31/2011	Resolution 8533. Revised to clarify guidelines around gifts from suppliers, prospective suppliers, customers, or their employees or agents.
5/31/2011	Resolution 8554. Revised to provide clarification on definition of "gambling" and clarified gambling is prohibited during an employee's compensated work time.
8/1/2014	Resolution 8732. Assigned policy number HR150040-POL. Revised composition of Ethics Committee and added new section titled "Recording Private Communications."
12/9/2019	Updated policy number to EX-SOC-POL-540 and reformatted only.
3/1/2022	Resolution 8981. Policy updated throughout. Added new Conflict of Interest section with disclosure requirement.
6/1/2023	Resolution 9015. Revised to address Ethics Officer appointment and responsibilities, revised Use of Grant PUD Resources, updated Gifts, Gratuities, and Favors, Outside Employment, Off Duty Conduct, Post-Employment Representation, and Employment of Relatives. New language regarding contacts with federal employees, updated routing process for conflict disclosure forms, corrected policy revision history. Incorporate new forms – Outside Employment Attestation Form and Conflict of Interest Disclosure Form.
1/1/2025	Resolution XXXX. Revise Section 4.I, Entertainment and Hospitality.



# For Commission Review – 11/12/2024

RESOLUTION NO. XXXX

A RESOLUTION AMENDING GRANT PUD'S CUSTOMER SERVICE POLICY

Recitals

1. Grant PUD is authorized by RCW 54.16.040 to regulate and control the use, distribution, rates, service, charges and price of energy; and
2. Grant PUD's Chief Customer Officer and staff are of the opinion that the Revised Customer Service Policies and related Fee and Deposit Schedules are in the best interest of Grant PUD.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the changes to sections 2, 4, 5, 6, and 9, as set forth in the attached Exhibit A are hereby approved and adopted and shall be effective December 1, 2024.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 26<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**MEMORANDUM**

**October 30, 2024**

**TO:** Rich Wallen, General Manager  
**VIA:** Ty Ehrman, Chief Customer Officer  
**FROM:** Cary West, Senior Manager of Customer Solutions *CSW*  
**SUBJECT:** Customer Service Policy and related Fees Schedule updates

**Purpose:** To update the Customer Service Policy and related Fees Schedule from its last version dated June 13, 2023 (Resolution 9018).

**Discussion:** Various updates to the Customer Service Policy and related Fees are needed or desired since the last version. These updates are primarily driven around Customer Solutions, Energy Services and Power Delivery business operations and compliance with the Clean Energy Transformation Act (CETA) for expanded low-income assistance programs.

Recommended Policy changes by section and related rationale are noted in the following table:

Exhibit A

Section #	Section Description	Change Description	Change Rationale
2.2	Rate Schedules	<b>Added RS18 and RS19 per tariffs.</b>	<b>Needed to add RS as previously omitted.</b>
2.15	Informal Conference / Hearings	<b>Removal of Hearing Officer designee and process</b>	<b>The Hearing Officer is no longer in place.</b>
4.2	Underground Line Extensions	<b>Provide specifications for Customer responsibilities for underground line extensions.</b>	<b>Was previously not stated in the Customer Service Policy. Provides clarity to customers.</b>
4.3.3	Construction Temporary Service	<b>Updates temporary metered service from 1 year to 18 months and clarity on when a temporary metered service would be removed.</b>	<b>Provides clarity that service will either be permanent at the 18 month mark or the temporary service will be removed.</b>
4.4	Service Requirements by Rate Class	<b>Provide exception for Irrigation services that are within 20' from transformer which the PUD would cover.</b>	<b>Was previously not stated in the Customer Service Policy. Provides clarity to customers.</b>

4.5.1	Line Extension Fees	<b>Added Residential and Commercial to Customers who are subject to the Simple Service Fees.</b>	<b>Previously stated as "Customers" and no call out for Residential and Commercial customers explicitly.</b>
4.11.1	Approved Subdivisions	<b>Added fiber vaults, fiber handholds to description and new sentence for Customer needed to obtain Grant PUD approval for any excavation/installation of the backbone conduit and vault system.</b>	<b>Provides requirement for Grant PUD to approve plat development design drawings before excavation/installation.</b>
4.12	Manufactured Home / Mobile Home Parks	<b>Added differentiation between newly developed and existing mobile home parks on where the Connection Point resides.</b>	<b>Newly developed mobile home parks will own/maintain underground conduit and service wire from the Connection Point to the meter whereas Grant PUD owns/maintains for existing mobile home parks.</b>
5.6.1	Application, Fees And Agreement	<b>Merged language for modification of existing and new net metering services.</b>	<b>Previously, these sections were separated but redundant.</b>
5.6.2	Certification Of Completion	<b>Added sentence for a False Call Fee for customer requests for a Grant PUD inspection but customer isn't ready.</b>	<b>Allows for Grant PUD to charge a customer a False Call Fee if a truck roll is ordered but Customer isn't ready.</b>
5.6.5	Future Modification Or Expansion	<b>Removed from Policy as redundant.</b>	<b>Merged with Section 5.6.1</b>
6.9	BudgetPay	<b>Specifies that BudgetPay is for Residential Customers only. Also, provides other eligibility criteria and pertinent program details.</b>	<b>BudgetPay is for Residential customers (Rate Schedule 1) only who meet other program requirements which were previously not mentioned in the Customer Service Policy.</b>

6.12	After-Hours Fee	<b>Removal of hours of operations from the Customer Service Policy and directs Customers to visit website.</b>	<b>If/when days of service or hours change, then it's an easier update to make on the website and not requiring a Customer Service Policy update with Commission Resolution.</b>
6.13	Deposits	<b>Added that account arrearages are also due upon disconnection for nonpayment along with the deposit and fee unless a Payment Arrangement is established between Customer and Grant PUD.</b>	<b>Was previously not stated in the Customer Service Policy. Provides clarity to customers.</b>
6.19	Eligibility for Special Low Income Rate Discounts	<b>Renames "Low Income" to "Income-Qualified".</b>	<b>Removes negative connotation.</b>
6.19	Eligibility for Special Low Income Rate Discounts	<b>Removes qualifications for discount program for Seniors and Disabled Customers and allows for all low-income customers to qualify. Also, defines low-income limits for households per RCW.</b>	<b>Expanding the discount program for all low-income customers is necessary for CETA compliance. This expansion follows recent SAO Audit Findings earlier in 2024 that Grant PUD doesn't have sufficient programs for all low-income Customers.</b>
6.21	Renewable Energy System Cost Recovery	<b>Updated language for incentive programs for net metering services, when available by either Grant PUD or the State.</b>	<b>To provide clarity to Customers on related incentive programs when they exist.</b>
9.11	Informal Conference / Hearings	<b>Removal of Hearing Officer designee and process</b>	<b>The Hearing Officer is no longer in place.</b>

**Justification:** Updating the Customer Service Policy and related Fees and Deposit Schedules ensures proper fee charges to applicable work as performed by Grant PUD for our retail customers. Additionally, updates are needed to clarify and improve underlying business processes for various compliance and performance measures.

**Financial Considerations:** Grant PUD must comply with the Clean Energy Transformation Act (CETA) for Low-Income Assistance programs.

**Policy Change History (last updated)**: June 13, 2023 (Resolution 9018).

**Legal Review**: See attached email.

**Recommendation**: Commission approval of the Customer Service Policy and related Fees Schedule.

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## CUSTOMER SERVICE POLICIES

### PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON

#### **1.0 PREAMBLE**

These Customer Service Policies (“CSP”s) have been adopted by Public Utility District No. 2 of Grant County, Washington (“District” or “Grant PUD”) in accordance with Grant PUD’s mission, vision and values. The CSP is subject to revision by Grant PUD Board of Commissioners (Commission) at any time to meet these objectives. These policies are to serve as a guide to the employees of Grant PUD to provide the best possible service to our customers using uniform and equitable consideration. Construction details and specifications will conform to current state and national regulations governing such matters and are intended to comply with any state, regional, and local statutes. The CSP shall be considered to be amended whenever a law, regulation, statute, ordinance or equivalent changes so as to comply with such change until the CSP is updated.

Grant PUD reserves the right to disconnect the supply of electric energy, capacity, and ancillary services in the event the Customer fails to comply with any policies, provisions or any agreement the Customer has with Grant PUD. Service may be disconnected by Grant PUD at any time to prevent fraudulent use or to protect its property.

Grant PUD encourages and invites public input regarding Grant PUD Rate Schedules and policies. Grant PUD will make reasonable efforts to notify the public of changes to the CSP. Such notification may include press releases, public announcements, notices with Customer billings, or posts on Grant PUD’s website. Agenda information and commission meeting schedules can be found at [grantpud.org](http://grantpud.org).

## 1.1 DEFINITION OF TERMS

The following terms shall have the meanings as defined below:

Term	Definition
<b>Account</b>	The physical premises and Meter or Metering Point record plus the measurement, billing and payment information and other data associated with the Electric Service provided to the Customer at the Premises.
<b>Area Feeder</b>	A primary distribution circuit constructed to provide for general area load growth and system reliability, the cost of which is borne entirely by Grant PUD and included in Grant PUD's rate base. (See Section 4.10.1)
<b>Backbone Facilities</b>	Those facilities within a subdivision required to provide Electric Power to the property line of each lot or tract. Said facilities include transformers when multiple lots or tracts are to be served from a single transformer and the location of transformers can be established at the time Backbone Facilities are installed.
<b>Billing Demand</b>	The billing determinant for capacity that uses the highest kW demand after adjusting for Power Factors below 95%. Can be based on the metered kWh, computed, or fixed monthly amount.
<b>Billing Determinant</b>	The unit used to calculate a bill such as kilowatt-hours.
<b>Connection Point</b>	The designated point on the Customer's property where their secondary service is connected to Grant PUD's facilities. This would be at the weatherhead for an overhead service and at a secondary termination point (moped(pedestal)/vault/transformer) for an underground service.
<b>Construction Temporary Service</b>	A temporary service providing power to a construction site for a limited period of time.
<b>Construction Temporary Service Fee</b>	The fee paid for a Construction Temporary Service for a limited period of time.
<b>Customer</b>	Any individual, group, partnership, corporation, firm or government agency who has applied for or is accepting Electric and Fiber services from Grant PUD.
<b>Customer Contribution</b>	An amount paid by a Customer that is adding incremental load to Grant PUD's Electric System which reduces or eliminates the shifting of long-term costs to other Customers or Customer classes for the provision of Electric Power to the new load.
<b>Demarcation Point</b>	A designated point on the Customer's property, at which Grant PUD's Facilities end and the Customer's Facilities begin. This can be for either an overhead or underground primary metered service.
<b>Distribution System</b>	That part of Grant PUD's Facilities operated nominally at 13.2 kV and 12.47 kV voltage levels and used to distribute and deliver Electric Power to the Demarcation Point.
<b>Domestic Electric Service or Domestic Service</b>	Single phase electric connection to Grant PUDs Distribution System for deliveries of Electric Power under a Rate Schedule exclusively to single family dwellings, individual apartments, condominiums and farms.

Term	Definition
<b>Effective Electric Service Date</b>	The date upon which a Customer accepts delivery of Electric Power under a Rate Schedule at the Account Premises by having the power turned on (made available) and the service placed in or transferred to their name.
<b>Electric Power</b>	The physical electric energy and capacity provided by Grant PUD, including all ancillary services, independent of the Rate Schedule under which the Customer is receiving Electric Service.
<b>Electric Service</b>	Electric Power delivered to a Customer under a Rate Schedule.
<b>Electric Service Connection Agreement</b>	An agreement between Grant PUD and the Customer, which must be signed by the Customer when applying for a Line Extension from Grant PUD.
<b>Electric Service Suspension Notice</b>	A reminder letter, sent separately from the billing statement, to inform Customers of past due amounts and provide instructions to prevent their service from being disconnected for non-payment.
<b>Electric System</b>	Grant PUD's infrastructure used to generate, transmit, and deliver Electric Power to its Customers.
<b>Estimated Extension Cost</b>	The estimated cost, based on current Grant PUD standard unit values, for a line extension. The estimate includes all material, labor, transportation, and applicable overheads with credit for any salvage.
<b>Evolving Industry</b>	Evolving Industry (or EI) is the class covered by Rate Schedule 17.
<b>Facilities Plan</b>	The document that contains detailed information about the electric Facilities Grant PUD is constructing intended to deliver Electric Power to a Customer.
<b>Facility or Facilities</b>	The physical land, equipment, wire, cable and appurtenances in a location or a group of locations.
<b>False Call Fee</b>	A charge paid by a customer that requests Grant PUD service and is not prepared when Grant PUD arrives on site at the requested timeframe.
<b>Fiber Subscriber</b>	A person or entity that is receiving access to Telecommunication Services from a Service Provider.
<b>Grant PUD Construction Standards</b>	A set of rules, drawings, guidelines, and specifications for construction of Electric Power Facilities, established by the Grant PUD Standards group. These standards secure uniform construction methods, optimize safety, serviceability, appearance, and economy and comply with or exceed local, state and federal regulations.
<b>Identified Uses</b>	The industry, functions, applications or uses included in Rate Schedule 17 as determined by the Rate Schedule 17 review process.
<b>Income-Qualified</b>	Household incomes that do not exceed the higher of eighty percent of area median income or two hundred percent of federal poverty level, adjusted for household size.
<b>Industry</b>	Grant PUD classifies industries based on activities that represent a means of production, target a market, produce a product and/or provide a service. Activities are grouped together such that the risk characteristics of the grouped activities are similar and can be analyzed as a single industry. It is possible for a Customer to participate in multiple Industries.

Term	Definition
<b>Irrigation Electric Service</b>	Electric Service used specifically for irrigation, orchard temperature control or soil drainage loads only not exceeding 2,500 horsepower. Electric Power delivered under the Irrigation Rate Schedule(s) may only be used as described in the Rate Schedule including any supporting ancillary equipment needed.
<b>Large Electric Service</b>	Electric Service provided to Large Power Customers.
<b>Large Electric Service Application</b>	Application form for Large Power Customers (available at <a href="http://grantpud.org">grantpud.org</a> ) used to request new or additional Electric Service from the Grant PUD. While all Customers are required to inform Grant PUD of all material load changes, Large Power Customers must use this form to inform Grant PUD.
<b>Large Power Customer</b>	Customers with electric loads exceeding 500 kW/kVA who accept Electric Power under a Rate Schedule 7, 14, 15, 16, 17, 85, 94 or a written agreement for Electric Power deliveries with Grant PUD that is not delivered under a current Rate Schedule.
<b>Line Extension</b>	Any customer projects requiring the outlay of materials and labor in excess of the limitations of a Simple Service shall be considered a Line Extension. These extensions require an electrical design prior to construction and may involve right-of-way requirements in excess of those provided for by the Service Connection Agreement. Facilities that are designated as part of an Area Feeder are not included in the definition of Line Extension.
<b>Line Extension Fee</b>	The applicable Customer paid fees for a Line Extension. (Refer to Section 4.5.1.)
<b>Net Metering Application</b>	The application provided by the Customer to Grant PUD, on Grant PUD's form, which provides the design of the Net Metering system and initiates the interconnection process.
<b>Net Metering Interconnection Agreement</b>	An agreement provided by Grant PUD to the Customer setting forth the terms and conditions for allowing a Customer to interconnect an energy producing Customer-owned resource. Customers may not connect a Net Metering System without written approval by Grant PUD and execution of a Net Metering Interconnection Agreement.
<b>Net Metering System</b>	As defined in RCW 80.60.010, means a fuel cell, a facility that produces electricity and used and useful thermal energy from a common fuel source, or a facility for the production of electrical energy that generates renewable energy, and that: <ul style="list-style-type: none"> <li>(a) Has an electrical generating capacity of not more than one hundred (100) kilowatts;</li> <li>(b) Is located on the customer-generator's premises;</li> <li>(c) Operates in parallel with the electric utility's transmission and distribution facilities; and</li> </ul> Is intended primarily to offset part or all of the customer-generator's requirements for electricity.
<b>New Large Load</b>	An increase of any load(s) over 10 average MW of a Customer's annual average load (average MW) above the Customer's highest annual average load since 2010.
<b>Orchard Temperature Control</b>	Frost control fans or pumps used in the heating or cooling of orchards.

Term	Definition
<b>Ownership Costs</b>	A monthly charge required to be paid by the Customer for Non-Permanent service. The charge reflects costs associated with Grant PUD owning, operating and maintaining the Non-Permanent facilities. This charge is for use of the facilities only and does not include Electric Service. The charge is calculated using standard Grant PUD accounting practices.
<b>Premises</b>	The building and land that constitutes the location where a Customer will be accepting Electric Power under a Rate Schedule and this Customer Service Policy. Premises is both singular and plural.
<b>Rate Schedule</b>	Any Commission approved method to calculate a Customer's bill for Electric Service for a given time frame, determined by service dates. The methods describe the billing components such as minimum fees, basic charges, cost of the various billing determinants such as energy use and billing demand. Rate Schedules can be found at <a href="http://grantpud.org">grantpud.org</a> .
<b>Renewable Energy</b>	As defined in RCW 80.60.010, means "energy generated by a facility that uses water, wind, solar energy, or biogas from animal waste as a fuel".
<b>Secondary Service</b>	The wire providing service from Grant PUD's facilities to a Customer's meter.
<b>Simple Service</b>	Any Customer project that only requires a Customer's secondary service wire to be connected to Grant PUD's existing facilities. This would include any inspections needed as well as making the final connection and setting the meter.
<b>Simple Service Fee</b>	A Customer paid charge that is collected for a Simple Service.
<b>Start of Electric Service</b>	The date and time when a Customer starts accepting deliveries of Electric Power under an approved Rate Schedule.
<b>Termination Charge</b>	A Customer paid amount to reflect the Grant PUD's costs to remove Line Extension Facilities no longer being used by the Customer. The amount to be paid by the Customer shall reflect the cost of labor to remove the Line Extension plus a pro-rated portion of any unsalvageable equipment and materials.
<b>Up and Down Charge</b>	Customer paid amount for Grant PUD to providing install or construct non-permanent Facilities for the delivery of Electric Service on short-term, interim or provisional basis. The charge shall be based on all
<b>VAR kVAR MVAR</b>	A technical term that refers to the component of the Electric Power that is not used to perform work such as rotating the shaft of an electric motor but provides the component that maintains voltage and provides the magnetic field required to turn an Electric motor's shaft. Sometimes this term is also referred to as 'reactive power'. The prefix k and M stand for one thousand (1,000) and one million (1,000,000) respectively. kVAR means kilovolt-ampere reactive and MVAR means megavolt- ampere reactive.
<b>VARh kVARh MVARh</b>	The amount of reactive power, measured in VAR delivered in one hour. The prefix k and M stand for one thousand (1,000) and one million (1,000,000) respectively. kVARh means kilovolt-ampere reactive hour and is often used to calculate Billing Determinants by Grant PUD and MVARh means megavolt-ampere reactive hour, more commonly used in wholesale electric markets.

Term	Definition
<b>Volt-ampere (VA)</b> <b>(kVA, MVA)</b>	<p>The product of the current and voltage of a load. Represents the total burden the load places on the Electric System. Often referred to as 'apparent power' it is generally the limiting characteristic of Facilities.</p> <p>The prefix k and M stand for one thousand (1,000) and one million (1,000,000) respectively. kVA means kilovolt-ampere and MVA means megavolt-ampere.</p>
<b>Watt</b> <b>kW</b> <b>MW</b>	<p>The measurement of power in the International System of Units (SI) the equivalent of horsepower in the English measurement system. Watts are the component of volt-amperes that perform work such as rotate the shaft of an electric motor or produce light from a light bulb.</p> <p>The prefix k and M stand for one thousand (1,000) and one million (1,000,000) respectively. kW means kilowatt and MW means megawatt.</p>
<b>kWh</b>	<p>Kilowatt-hour and is the most common billing determinant used by Grant PUD representing the amount of Electric Power, measured in thousands of watts delivered in one hour. The prefix k stands for one thousand (1,000).</p>

**2.0 GENERAL POLICIES**

**2.1 RATE APPLICABILITY**

**2.1.1 Metering Point**

The rates of Grant PUD are based upon the supply of service to the entire premises through a single metering point. Separate metering points will be billed individually unless aggregated for Large Power Customer Electric Service Above 500 kW/kVa. Refer to Section 8.0.

**2.1.2 Determination of Applicability**

Grant PUD shall determine the applicable rate schedule to be applied for each Customer load based on available information. In the case of multiple Customer meters or facilities, Grant PUD reserves the right to aggregate Customer loads and meter reads for purposes of determining the applicable rate schedule. If over time a Customer's electrical usage or load characteristics change in a way that would qualify the Customer to be on a different rate schedule, it shall be the obligation of the Customer to notify Grant PUD of such changes. Changes in applicable rate schedules will be made on a prospective basis only.

If a Customer exceeds the billing demand limit of their current rate schedule they may be moved to the appropriate schedule for future billings. If the Customer has been below the billing demand limit of their current rate schedule for a period of at least (12) consecutive calendar months they may request Grant PUD move them to the rate schedule appropriate for their current billing demand.

**2.2 RATE SCHEDULES**

The rates of Grant PUD are based upon a balance between electric service requirements, environmental considerations, and cost. Rate schedules have been adopted by Grant PUD's Commission to establish charges for service according to classification of Customers. Copies of the rate schedules are available upon request.

Schedule No. 1	Domestic Service
Schedule No. 2	General Service
Schedule No. 3	Irrigation Service
Schedule No. 6	Street Lighting Service
Schedule No. 7	Large General Service
Schedule No. 13	Alternative Energy Resources
Schedule No. 13SS	Specified Source Purchase
Schedule No. 13REC	Renewable Energy Certificate Purchase
Schedule No. 14	Industrial Service
Schedule No. 15	Large Industrial Service
Schedule No. 16	Agricultural Food Processing Service
Schedule No. 17	Evolving Industry Service
Schedule No. 18	Estimated Unmet District Load Cost Recovery Adjustment Clause "EUDL CRAC" Rider
Schedule No. 19	Fast Charging Electric Vehicle Service
Schedule No. 85	Agricultural Food Processing Boiler Service
Schedule No. 94	New Large Load Service

**2.2.1 Rate Schedule Exceptions**

Service may be supplied to Customers not coming within the scope of the regular rate schedules of Grant PUD; provided that such service shall be covered by separate contract and shall be approved by the Commissioners of Grant PUD.



### **2.3 NEW LOADS**

Service to New Large Loads will only be made pursuant to Rate Schedule No. 94, New Large Load Service.

### **2.4 EXCLUSIVE SOURCE AND RESALE**

Unless otherwise provided by special contract, service will be rendered only to those loads which secure their source of electric power exclusively from Grant PUD. Unless otherwise provided in the contract, the Customer shall not resell the electric energy purchased from Grant PUD.

### **2.5 GRANT PUD'S OBLIGATIONS**

Grant PUD will attempt to provide, but does not guarantee, a regular and uninterrupted supply of service. Grant PUD may suspend the delivery of electric service for the purpose of making repairs or improvements to its system. Grant PUD will attempt to provide reasonable advance notice of such suspension to the Customer. Repairs or improvements that can be scheduled will be scheduled, when feasible, at such time as to minimize impact to Grant PUD Customers. In making repairs and improvements to Grant PUD's electrical system, Grant PUD will do so with diligence and complete them as soon as reasonably practicable in accordance with prudent utility practice. Electric Service is inherently subject to interruption, suspension, curtailment and fluctuation. In no event, however, shall Grant PUD be liable to its Customers or any other persons for any damages to person or property arising out of, or related to, any interruption, suspension, curtailment or fluctuation in service if such interruption, suspension, curtailment or fluctuation results in whole or part from any of the following:

- A. Causes beyond Grant PUD's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, acts of the elements, court orders, insurrections or riots, generation failures, lack of sufficient generating capacity, breakdowns of or damage to equipment/facilities of Grant PUD or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which Grant PUD's system is interconnected and acts or omissions of third parties.
- B. Repair, maintenance, improvement, renewal or replacement work on Grant PUD's electrical system, which work, in the sole judgment of Grant PUD, is necessary or prudent.
- C. Automatic or manual actions taken by Grant PUD, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of Grant PUD's electrical system or any electrical system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, and switches. Automatic equipment is preset to operate under certain prescribed conditions, which in the sole judgment of Grant PUD, threaten system performance, integrity, reliability and stability.
- D. Actions taken to conserve energy.

The limitation of liability provisions set forth above and in Section 2.5.1 shall apply notwithstanding any negligence of Grant PUD, unless the actions of Grant PUD are determined to be intentional or shall constitute gross negligence.

#### **2.5.1 Limitations of Damages**

In no event shall Grant PUD have any obligation or liability for any lost profits, consequential, incidental, indirect, special, or punitive damages of any type arising out of, or in any way connected to, Grant PUD's supply electricity or any interruption, suspension, curtailment or fluctuation thereof regardless of the causes thereof.

## 2.6 CUSTOMER'S OBLIGATIONS

### 2.6.1 Increased Load

In the event the Customer desires to increase load, the Customer shall request new service from Grant PUD. If the Customer fails to notify Grant PUD and Grant PUD's equipment is damaged as a result of such increase in load, the Customer shall reimburse for all repair and replacement costs to Grant PUD.

### 2.6.2 Balancing of Load

Except in the case of three-phase four-wire delta services, the current unbalance in three-phase services shall not exceed 10 percent of the current, which would be required at maximum load under balanced conditions.

### 2.6.3 Total Harmonic Distortion (THD)

1. The application of any nonlinear load by the Customer (e.g., static power converters, arc furnaces, adjustable speed drive systems, etc.) shall not cause voltage and/or current Total Harmonic Distortion (THD) levels greater than the levels as recommended by IEEE standard 519-1992, or subsequent revision, on Grant PUD's electric system at the point of power delivery to the Customer's facility. Grant PUD will determine the appropriate SCR (short circuit ratio) at the Customer's facility for the purpose of applying IEEE 519.
2. The Customer shall disclose to Grant PUD all nonlinear loads prior to connection. Grant PUD may test the Customer's load to determine the THD levels.
3. It shall be the responsibility of the Customer to assure that the THD requirements are met, including the purchase of necessary filtering equipment. Any load found not in compliance with this policy shall be corrected immediately by the Customer at the Customer's expense. If not corrected, Grant PUD may terminate service to the Customer's facility.
4. The Customer shall be liable for all damages, losses, claims, costs, expenses and liabilities of any kind or nature arising out of, caused by, or in any way connected with the application by the Customer of any nonlinear load operating with maximum THD levels in excess of the values stated in paragraph 1. The Customer shall hold harmless and indemnify Grant PUD from and against any claims, losses, costs of investigation, expenses, reasonable attorneys' fees, damages and liabilities of any kind or nature arising out of, caused by, or in any way connected with the application by the Customer of any nonlinear load operating with maximum THD levels in excess of the values stated in paragraph 1.

### 2.6.4 Surge Protection

The Customer shall be responsible to provide surge protection for all voltage sensitive equipment such as electronic appliances or devices.

## 2.7 APPLICATION FOR SERVICE

Grant PUD will accept application for electric service over the telephone or by personal visit to any of Grant PUD's Local Offices and the following shall apply:

- A. All applicants for electric service shall provide Grant PUD with service and billing information as required and agree to Grant PUD's terms and conditions for service.
- B. Acceptance of service shall subject the Customer to compliance with the terms of the applicable rate schedule, Grant PUD's Customer Service Policies, Grant PUD Workbooks and Initiatives. The Customer is responsible for all electricity used until notification of the change in occupancy has been received by Grant PUD.

- C. All applicants shall provide the following information or documentation:
1. A full name, mailing address and service address where services are to be delivered.
  2. Full name of any occupants over 18 years of age living where services are to be delivered who are authorized to conduct transactions on the account.
  3. Proof of identity, such as a valid social security number and/or government-issued picture identification. Other identification may be accepted at Grant PUD's discretion provided it convincingly proves the identity of the prospective Customer.
  4. At least one active primary telephone number and email address (if available) where the Customer can be contacted.
  5. Whether service termination would create a danger to the health of any occupant(s) residing therein.

## 2.8 DISCONNECTING SERVICES

Customers requesting service disconnects must contact Grant PUD by telephone or in person. Grant PUD will execute service disconnects according to the following:

- A. At the time a Customer requests service disconnect Grant PUD will attempt to verify (1) the individual's identity by personal recognition, social security number, driver's license or other identification, (2) the authority of the individual to request the disconnect when there is reason to question the identity of the requesting party, (3) the name and mailing address of the occupant of the residence where electric service is to be terminated, and (4) whether any occupant would be endangered by the termination of service. If Grant PUD obtains information that the residence is being occupied by someone other than the person making the termination request, Grant PUD will inform such person that services may not be discontinued until the occupant is given a minimum period of five days to put service in his/her own name.
- B. If Grant PUD has no reason to believe that the premises are occupied by a person other than the one making the request, or that any occupant's health will be endangered, Grant PUD may proceed to terminate electric service. However, before service is terminated, the employee executing the non-remote disconnect will make a reasonable effort to inspect the property for which termination has been requested in order to ascertain whether the property is occupied by persons other than the one making the termination request or to determine whether extenuating circumstances, such as conditions endangering life or property, may result from the disconnect. If such circumstances appear to exist, or if Grant PUD has actual notice or reason to believe that someone other than the person requesting the termination is residing at the premises, then a five-day notice will be left at the premises and the disconnect will be held in abeyance until an investigation can be made by the Local Office.
- C. Where Grant PUD does not have reasonable belief after inspection that someone other than the person requesting termination occupies the premises, or that extenuating circumstances exist, such as life or property-endangering conditions, Grant PUD may terminate service. However, in the event Grant PUD fulfills the request to terminate utility service, it may post on the door of the property a notice which will inform any occupants of the premises that they may request immediate restoration of the utility service.
- D. For single-family units or individually-metered multi-family units, if the premises are occupied by a person other than the Customer of record, Grant PUD will upon request transfer electric service into the occupant's name. With respect to such transfer of service:

the occupant will not be responsible for any charges accrued prior to the date notice of opportunity to place service in the user's name is provided (except where occupant has agreed by lease to pay for electrical service, in which case charges will begin on the date the tenancy began).

- E. For residential buildings containing more than one dwelling unit in which service is not individually provided, a five-day notice will be provided giving the occupants an opportunity to put service in their own name(s).
- F. Refer to Section 6.17 of these policies for disconnects for nonpayment.

## **2.9 LIFE SUPPORT SYSTEMS**

Grant PUD is unable to guarantee constant or continuous electric service. Grant PUD will make reasonable effort to notify all known electrically supplied life support system Customers of planned power outages, in advance, giving the date, time and estimated length of planned power outages.

### **2.9.1 Customer Obligations**

It shall be the responsibility of the Customer to furnish Grant PUD by phone or in writing a telephone number and/or email address which will enable timely contact by Grant PUD 24 hours per day, 365 days per year and to notify Grant PUD of any change in telephone number and/or email address; and of any change in the medical situation of the person on life support services. If a customer no longer has life support, it shall be the responsibility of the customer to notify Grant PUD.

## **2.10 DAMAGE TO GRANT PUD FACILITIES**

Each individual, group, or organization shall pay Grant PUD for all damages to, or destruction of, property of Grant PUD where such is caused by the individual, group, or organization, except that Grant PUD will not require payment for accidental damage to poles resulting from weed and brush burning. Customer shall be responsible to reimburse Grant PUD for any damage to Grant PUD transformers or other Grant PUD facilities, caused by Customer overloading said facilities.

## **2.11 DISCLOSURE OF PUBLIC RECORDS**

Public records of Grant PUD are available for inspection and copying. Policies and procedures related to disclosure of public records are available on Grant PUD's Web site or can be requested by contacting our offices.

## **2.12 SERVICE OUTSIDE GRANT COUNTY**

Grant PUD will only serve loads outside of Grant County in areas that are covered under Agreements with the serving utility for the area. Service shall be in accordance with the terms of the Agreement. Requests for service outside of Grant County in areas not covered under an Agreement will be considered on an individual basis by Grant PUD's Commissioners. Refer to Section 4.5, Calculation of Charges, for Customer cost obligations for service outside Grant County.

## **2.13 UNDERGROUND FACILITIES**

Grant PUD will install electrical facilities underground at Grant PUD expense in the following situations:

- A. Substation underground feeder get-a-ways.
- B. When determined by Grant PUD that applicable electrical codes or public safety considerations require placement of electrical facilities underground.
- C. Transmission lines and Area Feeders where it is more economically beneficial to Grant PUD to place electrical facilities underground. In making this determination, Grant PUD will consider capital investment costs, projected operations and maintenance costs, and public safety consideration.

- D. Except as otherwise specifically provided above or in Section 4.2 of these Customer Service Policies, all costs incurred by Grant PUD in connection with placement of electrical facilities underground shall be the responsibility and paid by the Customer or municipality requesting or requiring underground service.

## 2.14 REVENUE PROTECTION AND POWER DIVERSION

The purpose of Grant PUD's Revenue Protection Policy is to reduce or eliminate revenue loss due to metering defects and power diversion. The policy establishes a program for the prevention, detection and responsive action to be taken with regard to power diversion on Grant PUD's system.

The significant elements of this policy include the following:

- A. Meter Seals. All Grant PUD meters and associated equipment utilized for billing purposes will be sealed. Included will be meters utilized for measuring KWH, KW, KVARH, potential and current transformer enclosures and test switches.
- B. Meter Sealing Fee. If a service has been reconnected which has been previously disconnected or a meter seal has been cut on an active service WITHOUT PRIOR AUTHORIZATION from Grant PUD, a fee will be charged to the Customer, owner, or person in control of the premises, refer to fee schedule. Prior authorization may be obtained from Grant PUD. Additional fees shall be assessed if power diversion has occurred.
- C. Meter Testing. Grant PUD meters utilized for billing purposes will be tested periodically to assure all meters operate within the accuracy limits established for each type and class of meter.
- D. Power Diversion/Theft of Power. Diversion of power, as defined in RCW 80.28.240, is strictly prohibited. The Customer, owner, or person in control of the premises will be presumed liable for all losses, damages and costs related to such actions.
- E. Violations. Grant PUD may seek prosecution for any power diversion, destruction of Grant PUD property and other violations of law affecting delivery of its services, and will pursue collection for any losses, damages and costs related to such actions to the full extent provided by law.
- F. Investigations. Grant PUD personnel will determine if power diversion has occurred. A preliminary investigation shall include an evaluation of the Customer's account history, examination of on-site conditions by appropriate personnel and other pertinent information.
- G. Notice. After the investigation is complete and Grant PUD determines that power diversion has occurred, the Customer shall be notified that power diversion has occurred and:
1. The Customer has been assessed all of the damages, if any, plus the costs incurred on account of the bypassing, tampering, or unauthorized reconnection, including, but not limited to, costs and expenses for investigation, disconnection, reconnection and service calls;
  2. The Customer may be billed up to triple the amount of actual damages as provided by RCW 80.28.240; and
  3. That all sums due must be paid within 30 days unless other arrangements acceptable to Grant PUD are made;
  4. If a civil action becomes necessary, Grant PUD shall seek to recover its costs of suit, reasonable attorneys' fees and expert witness fees; and

- H. Connection and Disconnection. Grant PUD may refuse to connect or may disconnect service to a Customer for unlawful current diversion, theft of power or other violation of Grant PUD's Customer Service Policy, until all charges, losses and damages have been paid in full or other arrangements acceptable to Grant PUD have been made. Grant PUD will attempt to give the Customer reasonable advance notice of the disconnection including the reasons for the disconnection and the time of the disconnection.

## **2.15 INFORMAL CONFERENCE**

Customers having questions about or disputing the application of these policies, billings or Rate Schedules may request an informal conference with a Grant PUD representative by calling a Grant PUD Customer Solutions Supervisor or Manager. The informal conference may be conducted by telephone or in person at the Customer's request. The Customer may present any information which the Customer deems relevant to the matter.

### **3.0 CONSERVATION**

Grant PUD recognizes the value of conservation and retail energy services. Therefore, the Energy Services Department shall pursue cost-effective energy conservation resources. A current list of all available programs is available from Grant PUD's Energy Services Department. Any use of Grant PUD funds for conservation purposes shall be in accordance with applicable laws.

### **3.1 DEMAND RESPONSE**

Grant PUD recognizes that wholesale electric prices and various operational constraints can materially impact its overall cost to serve its customers. The ability to work with Customers to schedule or manage when electric power is consumed (Demand Response) provides value to all Customers, not just the participants. Grant PUD staff may develop rate schedules to capture seasonal, monthly, weekly, daily, or hourly value. In addition, Grant PUD may work with certain customers or groups of customers to develop Demand Response arrangements such as avoiding placing incremental load on or reducing loads on Grant PUD's electric system for safety improvement, economic benefit, operational flexibility, or reliability purposes provided the arrangement is designed to reduce Grant PUD's power costs or generates incremental value for all its Customers. Customers who are able to participate in Demand Response will typically receive the benefit in the form of a billing credit unless specific arrangements are made prior to entering into the activity.

### **3.2 RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND IRRIGATION ASSISTANCE**

Any Customer of Grant PUD, in these sectors, is eligible for conservation assistance to the extent Grant PUD has the necessary equipment and expertise to provide it. Rebates and/or cost sharing will be offered as provided by Washington State Law and to the extent funding is available and cost effective to Grant PUD.

#### 4.0 LINE EXTENSION POLICY FOR CUSTOMER SERVICES UNDER 500 KW

A Line Extension is an addition or modification of electrical equipment and/or an increase in the size or length of Grant PUD's existing electrical facilities to serve new customer electric load within Grant PUD's service area. Line Extensions are categorized as consisting of either Overhead or Underground electrical facilities or a combination of both.

Grant PUD will extend or modify its facilities through Simple Service or Line Extensions to Permanent, Non-Permanent or Construction Temporary Services. Facilities will be extended to provide service under applicable Rate Schedules in accordance with Grant PUD Construction Standards. Customer supplied fiber optic conduit is for Grant PUD fiber optic cable only. Each line extension will be subject to evaluation as to feasibility, permanence, and compatibility with Grant PUD's system. Final determination as to specific conditions applicable to the extension, type of construction, route and design shall be made solely by Grant PUD.

Customer compliance with Grant PUD Policies and Construction Standards are a condition of service. The Customer is required to sign a Service Connection Agreement for any proposed Line Extension and pay any applicable Line Extension Fees.

#### 4.1 OVERHEAD LINE EXTENSIONS

When Grant PUD determines overhead facilities should be installed to serve a Customer, at the Customer's expense, Grant PUD will provide and install all materials and equipment necessary to provide said service from its existing facilities to the Connection Point in accordance with current Grant PUD Construction Standards. Grant PUD will own and maintain all overhead Secondary Services after they are energized.

#### 4.2 UNDERGROUND LINE EXTENSIONS

When the District determines underground facilities should be installed to serve a Customer, the installation shall be made on the same basis as overhead and in conformance with all other District policies and standards applicable to underground service (refer to Section 4.11 for Customer obligations for Backbone Facilities). All conduit installed by the Customer shall contain a continuous length of knot-free ¼ inch polypropylene pull rope or Herculine P1250W ½" polyester pull tape with a two-foot tail at each end, regardless of the length of the run of conduit.

Grant PUD will own and maintain all underground Secondary Services providing power to any single family home or any single unit manufactured/mobile home, and any single structure duplex. Grant PUD will own and maintain any secondary irrigation service that is fed directly from a pole with a transformer bank on it if the meter is within twenty feet of the pole. Grant PUD will also own and maintain any secondary irrigation service that is fed from a padmount transformer if the meter is within twenty feet of the padmount transformer. The Customer will own all underground Secondary Services providing power to commercial buildings, multi-family buildings, mobile home parks, and potentially others not mentioned here.

##### Examples

- A. Single house on an individual lot – Grant PUD owns the secondary wire from the connection point to the meter.
- B. Single mobile home on an individual lot – Grant PUD owns the secondary wire from the connection point to the meter.
- C. One duplex on an individual lot – Grant PUD owns the secondary wire from the connection point to the meter.
- D. Irrigation service for a crop – Grant PUD owns the secondary wire from the pole to the metering equipment as long as the metering equipment is within twenty feet of the pole with the transformer bank on it. For underground irrigation services – Grant PUD owns the secondary wire from the padmount transformer to the metering equipment as long as the metering equipment is within twenty feet of the padmount transformer.



- E. Small or large commercial building on an individual lot – Customer owns the secondary wire from the connection point to the metering equipment.
- F. Two or more duplexes on the same lot – Customer owns the secondary wire from the connection point to the metering equipment.
- G. Any service inside of a mobile home park – Customer owns the secondary wire from the connection point to the metering equipment.
- H. Multi-unit building on an individual lot – Customer owns the secondary wire from the connection point to the metering equipment.
- I. One meter controlling landscape lighting and sprinkler system at an entrance to a plat – Customer owns the secondary wire from the connection point to the metering equipment.

### **4.3 TYPES OF SERVICE**

#### **4.3.1 Permanent Service**

For Line Extensions to permanent electric loads, all of the following conditions must be met:

- A. The need for electricity is intended to be permanent in the location applied for.
- B. The property owner must sign a Service Connection Agreement.
- C. The Customer must furnish all necessary permits, licenses and other governmental approvals required in connection with the line extension.
- D. When deemed necessary by Grant PUD, the Customer shall provide perpetual easements, permits and/or licenses required in connection with the line extension.
- E. For all water pumping loads, excluding domestic wells, Grant PUD reserves the right to require the Customer to provide a written permit from the agency having jurisdiction over the water to be pumped.
- F. The Customer shall make payment of the Line Extension Fee as specified in Section 4.5.1.

Service to electric loads meeting all of the conditions as set forth above shall be considered permanent.

#### **4.3.2 Non-Permanent Service**

When a Customer requesting a Line Extension cannot meet the conditions set forth in Section 4.3.1 above, non-permanent service may be extended under the following conditions:

- A. The Customer must sign a Service Connection Agreement.
- B. The Customer must pay the estimated Up and Down Charge and a monthly facility charge equal to Grant PUD's Ownership Cost for the line extension as specified in Section 4.5.1. The facility charge shall continue until the Customer notifies Grant PUD to discontinue the service or when all permanency requirements are met.
- C. In the event all permanency requirements are met, the costs for the extension shall be computed according to the applicable Line Extension Policy for permanent service (Section 4.3.1) less credit for facilities charges.

#### **4.3.3 Construction Temporary Service**

Where sufficient distribution facilities already exist, the Customer may install a metered temporary service, for the purpose of construction only. Service shall be provided for a Construction Temporary Service for a one-time designated fee to be determined by Grant PUD. Subsequent usage will be billed at the appropriate rate schedule up to eighteen months. At the end of eighteen months, Grant PUD will remove the service .

### **4.4 SERVICE REQUIREMENTS BY RATE CLASS**

A. Schedule 1, Domestic Service

Domestic service is defined in Grant PUD rate schedules as single-phase service to single family dwellings, individual apartments or farmhouse. In addition to all other requirements for Line Extension as set forth by Section 4.0, a Customer(s) applying for said extension for Domestic Service shall:

1. Provide and install all material, trenching, etc., necessary for electric service from the load being served to the designated Connection Point.

Refer to Section 4.11 for Customer requirements for residential (domestic) subdivisions and Section 4.12 for manufactured home parks.

B. Schedule 2, General Service

General Service is defined in Grant PUD rate schedules as single phase or three-phase service to electric loads not to exceed 500 kW (as measured by billing demand) for general service lighting, heating and power requirements, excluding irrigation service.

In addition to all other requirements for Line Extension as set forth by Section 4.0, a Customer(s) applying for said extension for General Service shall:

1. Provide and install all material, trenching, etc., as necessary for electric service from the load being served to the designated Connection Point.

Refer to Section 4.11.1 for Customer requirements for commercial subdivisions that qualify under this rate schedule.

C. Schedule 3, Irrigation Service

Irrigation Service is defined in Grant PUD rate schedules as electric service to irrigation, orchard temperature control or soil drainage loads not to exceed 2,500 horsepower and other miscellaneous power needs including lighting.

In addition to all other requirements for Line Extension as set forth by Section 4.0, a Customer(s) applying for said extension for Irrigation Service shall:

1. Provide and install all material, trenching etc., as necessary for electric service from the load being served to the designated Connection Point except for those irrigation services that are within twenty feet of Grant PUD's transformer pole.
2. Provide and install a District-approved concrete pad for all padmount transformers 750 KVA and larger.

D. Large Electric Service

Refer to Section 8 for additional Customer requirements for Large Electric Service above 500 kW.

## 4.5 CALCULATION OF CHARGES

### 4.5.1 Line Extension Fees

A. Permanent Service:

The Customer shall pay a Line Extension fee (refer to fee schedule) for services located within Grant County, unless service qualifies for a Simple Service (See Definition of Terms, Section 1.1). The Line Extension fee may be refundable upon termination of the request, less any amounts already expended or committed by Grant PUD in relation to the Line Extension request.

For Line Extension estimates in excess of \$20,000, the Customer shall be responsible for the actual cost of the project. A Customer Service Contract must be signed when the initial estimate is paid. When the project is complete and all project costs have been accumulated, Grant PUD will either refund or invoice any differential between the actual and estimated costs to the customer.

When more than one rate schedule could apply, the maximum will be established by the rate schedule which gives the lowest billing for energy usage.

The minimum payment for any Line Extension shall be equal to the Simple Service Fee.

Customers applying for Permanent Service to an electric load outside Grant County shall be required to pay 100% of the Estimated Extension Cost.

**B. Simple Service Fees:**

All Residential and Commercial Customers shall pay a non-refundable Simple Service Electric fee for each electrical service to be connected, refer to fee schedule.

All Residential and Commercial Customers shall also pay a non-refundable Simple Service Fiber fee for each electrical service to be connected, refer to fee schedule. Non-Permanent Service:

The Customer shall pay a non-refundable Up and Down Charge for Non-Permanent Service equal to the estimated cost of furnishing, installing and removing the required facilities, less any salvage value, for service inside or outside of Grant County. In addition, the Customer shall pay a monthly facility charge equal to Grant PUD's Ownership Costs. (See Definition of Terms, Section 1.1)

**C. Construction Temporary Service:**

The Customer shall pay a non-refundable Construction Temporary Service Fee, refer to fee schedule.

**D. Permit Fees:**

In addition to payment of the appropriate Line Extension Fee, any charges levied by any agency for permits, surveys, easements, licenses, etc. necessary for the Line Extension, shall be paid for by the Customer.

#### **4.5.2 Line Extension Fee Payments**

Charges for Simple Services, both Overhead and Underground, shall be included in the Customer's energy usage bill for the service. Charges for Line Extensions are due prior to scheduling construction.

Exception: Customers applying for Line Extensions to Backbone Facilities and/or Customers with an account(s) requiring a deposit under Section 6.14, shall be required to pay prior to energizing the service.

For projects with an estimated cost in excess of \$20,000, the Customer shall be responsible for the actual cost of the project. A Customer Service Contract must be signed when the initial estimate is paid. When the project is complete and all project costs have been accumulated, Grant PUD will provide to the Customer an itemized invoice reflecting all project costs incurred. Grant PUD will either refund or invoice any differential between the actual and estimated costs to the Customer. Final payment will be due 25 days after the invoice date. Permanent Service will be subject to disconnection if full payment is not received by the due date.

Payment of the Line Extension Fee is in addition to any energy use, deposits, or outstanding invoices that may be due. Political subdivisions of the State of Washington and Agencies of the Federal Government may make payment after Grant PUD facilities are installed provided Grant PUD has received written agreement that payment will be made in full upon completion of Grant PUD work.

#### **4.6 MODIFICATION OF FACILITIES**

Modifications are those changes to existing electrical facilities required to allow for installation of new facilities requested by a Customer. Upon request from an individual Customer Grant PUD will modify its facilities provided:

A. The Customer signs and submits a Service Connection Agreement.

B. The Customer pays the pro-rated Termination Charge for the modified facilities in addition

to the appropriate Line Extension Fee for the new facilities.

- C. The modifications comply with current Customer Service Policies and Grant PUD Construction Standards.

**4.7 REBUILDING EXISTING LINES**

When it becomes necessary to rebuild existing line to serve added electric load, the cost of the rebuild shall be considered as part of the Estimated Extension Cost for the new load except when the line is designated to be an Area Feeder. (See Section 4.10.1)

**4.8 TRANSMISSION FACILITIES**

Transmission facilities required to provide for general area load growth and basic system reliability will be constructed entirely at Grant PUD expense as part of an overall development plan.

**4.9 SUBSTATIONS**

Substations required to provide for general area load growth and basic system reliability will be constructed entirely at Grant PUD expense as part of an overall development plan.

**4.10 DISTRIBUTION POWER LINES**

**4.10.1 Area Feeder Lines**

Primary distribution lines designed to provide for general electric load growth and system reliability are designated as “Area Feeders”. These lines are constructed at Grant PUD expense, included in the rate base and limited to the following:

- A. Incorporated Cities and Towns
 

Primary lines along all platted streets and alleys inside or adjoining the city limits shall be designated as Area Feeders.
- B. Developed Irrigation Blocks
 

Primary lines along all county road and state highway rights-of-way inside or adjoining developed irrigation blocks shall be designated as Area Feeders.
- C. Proposed Irrigation Blocks
 

When, in the opinion of Grant PUD, the road plan and canal construction schedule has been established, all distribution lines along county road and state highway rights-of-way shall be designated as Area Feeders. When requested by a Customer to provide service inside the proposed irrigation block more than one year prior to scheduled delivery of irrigation water, Grant PUD will construct the necessary area feeders, the size and location being in accordance with the feeder plan for the block. The Customer requesting the service shall enter into an agreement to pay the annual interest on Grant PUD's estimated investment for the Area Feeder(s). Said agreement shall continue for ten (10) years or until irrigation water is delivered to the block.

When no road plan or canal construction schedule has been established, Grant PUD will construct requested lines to serve Customer loads without consideration of the area becoming an irrigation block and the estimated construction costs shall be included as part of the Estimated Extension Cost.
- D. Sandwells Irrigation Block
 

Primary lines along all established and legally recorded county road and state highway rights-of-way inside or adjoining the Sandwells area shall be designated as Area Feeders. (Refer to Grant PUD maps for boundaries of the Sandwells area.)
- E. Other
 

Certain distribution facilities that extend into areas of anticipated development or that are for the purpose of system reliability may be designated as Area Feeders at the sole

discretion of Grant PUD.

#### **4.10.2 Distribution Power Lines That Are Not Area Feeders**

Essentially, a “Non-Area Feeder” is any primary distribution line not meeting the criteria established by Section 4.10.1. Additionally, Extensions (Backbone Facilities) into residential and commercial subdivisions shall not be considered Area Feeders. Construction costs for distribution lines that are not designated, as Area Feeders shall be included as part of the Estimated Extension Cost except as follows:

- A. When it is deemed necessary by Grant PUD to add a distribution system neutral conductor to an existing power line, Grant PUD will pay 100% of the construction cost for the addition of the system neutral.

### **4.11 EXTENSIONS TO RESIDENTIAL/COMMERCIAL SUBDIVISIONS**

#### **4.11.1 Approved Subdivisions**

Grant PUD will extend electric service to any new city or county approved subdivision according to the following conditions:

- A. The Customer must provide a Backbone Facility design in accordance with Grant PUD Construction Standards, subject to Grant PUD approval.
- B. The Customer must pay the appropriate Line Extension Fee as required by Section 4.5.1, prior to construction.
- C. All trenching, conduit, transformer boxes, pads, junction boxes, fiber vaults, fiber handholes, sand bedding and backfill shall be provided and installed by the Customer in accordance with Grant PUD Construction Standards. The Customer shall not excavate or install any part of the backbone conduit and vault system prior to Grant PUD providing an approved plat development design drawing.
- D. The costs for Off-Site Facilities or Line Extensions outside the boundaries of a residential or commercial subdivision necessary for providing service to the subdivision, will be included as part of the Estimated Line Extension Costs for the subdivision.

#### **4.11.2 Services within a Subdivision**

Grant PUD facilities installed in addition to a Backbone Facility to serve individual Customers shall be considered a separate Extension and subject to the appropriate Section(s) of Line Extension Policy 4.0.

Where Backbone Facilities have not been provided for by a developer, any Customer(s) requesting service within the subdivision shall be responsible for the necessary Backbone Facilities in accordance with Line Extension Policy, Section 4.11, as if he/she were the developer.

### **4.12 MANUFACTURED HOME / MOBILE HOME PARKS**

Line Extensions will be made to new manufactured home parks and additions will be made to existing mobile home/manufactured home parks under the following conditions:

- A. If the Line Extension is considered to be permanent, construction will be done in accordance with the Line Extension Policy, Section 4.11.1.
- B. Grant PUD will consider a Line Extension permanent in cases where the Customer makes a substantial permanent investment in other improvements. This requirement will be satisfied when initial improvements include permanent water and sewer facilities, graded and paved or graveled streets and electric service entrance capability at each manufactured home or mobile home space.
- C. Grant PUD will provide the appropriate electrical system to the Connection Point(s). For an individual manufactured/mobile home, the Connection Point will be at the moped/pedestal, and Grant PUD will own and maintain the underground conduit and secondary service wire up to the meter after the service is energized. For manufactured/mobile homes within a

mobile home park, the Connection Point will either be at the transformer or at the moped/pedestal and will be dependent on the design. For manufactured/mobile homes within a newly developed mobile home park, the Customer will own and maintain the underground conduit and secondary service wire from the Connection Point to the meter(s) after the service is energized. For manufactured/mobile homes within an existing (previously developed) mobile home park, Grant PUD will own and maintain the underground conduit and secondary service wire up to the meter after the service is energized.

**4.13 UNUSED IRRIGATION SERVICE FACILITIES**

Grant PUD-owned irrigation service facilities may be removed by Grant PUD at any time following disconnection for nonpayment of arrears from a previous irrigation billing season.

## **5.0 SERVICE AND METER REGULATIONS**

### **5.1 AVAILABILITY AND CONDITIONS OF SERVICE**

#### **5.1.1 Determination of Availability**

The availability of service for the equipment to be used shall be determined by Grant PUD before proceeding with the wiring or the installation of equipment. Grant PUD shall advise the Customer of the available phase and voltage for that service, and of any required reduced voltage motor starting equipment to protect the service to its other customers (see Section 5.3.3).

#### **5.1.2 Compliance with Regulations and Codes**

The Customer's wiring and equipment shall comply with State, Municipal and Grant PUD regulations, the National Electrical Code and the National Electrical Safety Code. Grant PUD reserves the right to discontinue service at any time, or refuse to connect where such service will adversely affect the service to its Customers, or where the Customer has not complied with said regulations and codes, or where the Customer's equipment or wiring are found to be defective or dangerous, until the same are repaired to the satisfaction of Grant PUD; however, Grant PUD is not obligated to inspect the Customer's electrical property and assumes no liability for the condition of, or resultant damage or injury from, the Customer's electrical property.

#### **5.1.3 Access to and Care of Grant PUD Property**

Grant PUD shall have the right, through its employees or other agents, to enter upon the premises of the Customer at all times for the purpose of reading, inspecting, repairing or removing the metering devices, appliances and wiring owned by Grant PUD. The Customer shall provide space for, and exercise proper care to protect Grant PUD property on the Customer's premises. Such property shall include, but is not limited to, meters, instrument transformers, wires and other facilities installed by Grant PUD. In the event of damage to Grant PUD property, the Customer, owner, or person in control will be presumed to be liable for the cost to repair or replace Grant PUD property, which is damaged or destroyed. If power diversion has occurred, Grant PUD may recover additional costs, expenses, and damages as provided under Customer Service Policy 2.14 or other applicable law. Additionally, the Customer shall have such rights to conferences with Grant PUD personnel as are provided in Customer Service Policy 2.14.

#### **5.1.4 Customer Responsibility**

Nothing in these Policies shall be construed as placing upon Grant PUD any responsibility for the condition of the Customer's wiring or equipment, and Grant PUD shall not be held liable for any loss or damage resulting from defects in the Customer's installation and shall not be held liable for damage to persons or property arising from the use of the service on the premises of the Customer.

#### **5.1.5 Separate Services**

Grant PUD will not totalize metering of separate services. Where Grant PUD contracts to furnish separate transformers to provide multiple services or multiple voltages for the mutual benefit of Grant PUD and the Customer, metering and billing shall be either by separate services at low voltage or consolidated at high voltage and include transformation losses.

Separate Customers shall have separate metering and separate accounts, subject to the conditions set forth in Section 2.1.1. Grant PUD will not allow two or more separate customers to combine or totalize metering.

### **5.1.6 Backup and Maintenance Power**

Backup power and maintenance power will be provided by Grant PUD upon request, to Cogeneration and Small Power Production Facilities as defined under the Public Utilities Regulatory Policies Act of 1978. Grant PUD shall provide excitation power during interconnected parallel operations with Cogeneration and Small Power Production Facilities of 100 kW or less.

### **5.1.7 Station Service - Customer Owned**

Station Service Power for Customer-owned generating facilities will be provided by Grant PUD only when the facility is not generating power.

## **5.2 SERVICE LATERAL AND POINT OF CONNECTION**

The route of the service and the location of the service connection and metering equipment shall be determined by Grant PUD. Any wiring not complying with these Policies and installed without first determining the location of the service connection and/or meters will have to be brought into compliance with these Policies upon notification by Grant PUD.

### **5.2.1 Overhead Service Laterals**

- A. For overhead service, the service entrance shall be so located that the secondary service wires installed by Grant PUD will reach the service entrance by attachment at one location only on the building.
- B. The point of service attachment of an overhead service on the building shall be of sufficient height to provide the required ground clearance for secondary service drop conductors. A service mast or other approved structure to terminate secondary service conductors or reinforcement of the building for adequate anchorage shall be provided and installed by the Customer or their contractor. Grant PUD will supply, for installation by the Customer, anchor bolts for service attachments to concrete, masonry, or other buildings where necessary.
- C. Only one set of service entrance conductors will be connected to any one overhead secondary service drop except by special approval of Grant PUD.
- D. Grant PUD will supply and install, as part of the Customer extension costs, meter poles for overhead services. The meter pole shall then be owned and maintained by the Customer.
- E. Permission must be obtained before attachments are made to Grant PUD owned poles. Attachments to Grant PUD owned poles shall be done strictly in accordance with Grant PUD specifications.

### **5.2.2 Underground Service Laterals**

- A. In general, a building or other premises will be supplied through only one underground service lateral. Where the use of multiple service entrance conductors is necessary, the means and location of connection to the underground service lateral shall be determined by Grant PUD.
- B. The Customer is responsible for trench, conduit, sand bedding and backfill in accordance with Grant PUD specifications.
- C. Where conductors are buried directly in the earth, supplementary mechanical protection may be required by Grant PUD.
- D. Each underground installation shall be in accordance with specifications and drawings available from Grant PUD.



### **5.3 SERVICE ENTRANCE INSTALLATION AND EQUIPMENT**

#### **5.3.1 Responsibility of Customer/Grant PUD**

All service entrance equipment, instrument transformer enclosures, meter enclosures, meter sockets, conduits and raceways are the responsibility of the Customer and shall be of a type approved by Grant PUD. The instrument transformers secondary circuit conductors will be supplied and installed by Grant PUD.

#### **5.3.2 Wiring**

The Customer shall provide and install all wiring between the Connection Point and the metering equipment with said installation subject to the provisions of Section 5.1.2. When the use of multiple conduits is necessary, the weatherheads shall be grouped such that none is more than 18 inches from the point of service attachment on the building. Underground wiring shall be buried enclosed in conduit (i.e. direct buried cable is not allowed).

#### **5.3.3 Protective Devices**

Suitable protective devices on the Customer's premises may be required whenever Grant PUD deems such installation necessary to protect its property or that of its other Customers.

Grant PUD may require installation of reduced voltage starting equipment by the Customer in cases where across the line motor starting would result in excessive voltage disturbances to other Customers or to Grant PUD's system. Grant PUD will furnish the Customer with written motor starting requirements based on the motor horsepower information given at the time of formal application for service. These requirements will be furnished only to the Customer. Construction and/or energization of Grant PUD Facilities to serve motor loads will not occur until the Customer acknowledges receipt of said requirements by signing and returning the motor starting requirements letter.

#### **5.3.4 Protective Equipment on Motor Installations**

On motor installations, adequate relays or other approved protective equipment to guard any and all motors against damage due to excessive under voltage and to protect three-phase motors against damage from single-phasing operation shall be the responsibility of the Customer. Three-phase motors equipped for restarting after a service interruption should be protected against any line condition resulting in single-phase service to the motors (single-phasing). Automatic restarting on 50 HP and larger motors must be approved by Grant PUD prior to installation.

It is recommended that three thermal over-current devices (for three-phase motors) and, in addition, dual element time delay fuses or circuit breakers of suitable rating be installed as minimum protection.

#### **5.3.5 Service Connection**

Service connections will be made only after it has been determined Grant PUD Construction Standards have been met and the Customer's electrical equipment/installation has been approved by a Washington State Electrical Inspector. Said equipment must display the State of Washington "Safe Wiring Decal", legibly filled out and readily accessible.

A False Call Fee will apply when a customer requests Grant PUD service and is not prepared when Grant PUD arrives on site at the requested timeframe, refer to fee schedule.

### **5.4 METER LOCATIONS**

#### **5.4.1 Placement of Meters**

Grant PUD encourages placement of meters as close as possible to the designated Connection Point. In any event, meters or metering equipment shall be placed in locations that allow Grant

PUD free and safe access for installing, removing, testing, and reading. Metering equipment shall not be installed over open pits, moving machinery or hatchways. There shall be ample clearance from any such openings or hazardous locations and there shall be at least three (3) feet of unobstructed space between the nearest point of said metering equipment and any obstructions.

- A. Metering for residences shall be installed on the outside of the building, not enclosed, and readily accessible for meter reading and maintenance. (See Section 5.4.7)
- B. Metering equipment for commercial and industrial service shall be installed on the outside of the building in accordance with Section 5.4.1.A (above) except where prior approval of other locations has been granted by Grant PUD.
- C. Metering equipment for Irrigation service shall be outside of any buildings and may be installed on Grant PUD's transformer pole when such installation will provide improved access to the metering. For underground secondary service fed directly from a pole, meter location shall not exceed 20' distance from pole.

#### **5.4.2 Meter Height Requirements**

Meter bases or meter enclosures shall be located at such a height that the center of the meter when installed will not be more than six (6) feet, nor less than five (5) feet above finished grade, an accessible permanent platform or landing; except as follows:

- A. Meters for a special application may be installed at a height of less than five (5) feet in power rooms, if installed in a factory-built, metal cabinet approved by Grant PUD before fabrication.
- B. Outdoor factory-built multiple meter load centers for multifamily apartment buildings having seven (7) or more meters may be installed with up to four (4) vertical rows of meter sockets. (See Section 5.4.6) Mounting height shall be established by consulting with Grant PUD before proceeding with each such installation. The Customer shall plainly and permanently mark each meter location designating the portion of the building it serves before the service is connected.
- C. Meter height shall be measured from finished grade in meter pole applications.
- D. Meters on underground systems may be installed less than five (5) feet above finished grade at pad-mount transformer locations or in pedestals approved for the purpose.
- E. Where a written variance has been obtained from Grant PUD.

#### **5.4.3 Line Side/Load Side Placement of Equipment**

Metering equipment shall be installed on the line side of the main service switch or service panel, except on multiple meter installations where a main disconnecting means is required by Code. When meters are installed on the load side of the main disconnect as indicated above, they shall be installed on the line side of the individual subservice disconnect. The meters shall be connected directly to the main disconnect or through a bus gutter suitable for sealing. The Customer shall plainly and permanently mark each meter location, designating the portion of the building it serves before the service is connected.

#### **5.4.4 Conditions Adversely Affecting Meters**

Meters shall be installed in locations free from vibrations, condensation, or where live steam or hot liquids are used. They shall not be installed where such conditions exist which would adversely affect their operation. Metering equipment shall be located so it will not be in the path of water from eaves, rainspouts, or drains.

#### **5.4.5 New Installation - Instrument Transformers**

On new installations, meters used in connection with instrument transformers shall not be separated from the instrument transformer enclosures by a wall or partition. Secondary circuits of instrument transformers shall not be run in the same conduit or raceway with any other circuits. (See 5.5.5)

#### **5.4.6 Placement of Meter Bases**

There shall be a minimum of four (4) inches clearance between the meter base and service switch enclosure and/or any physical obstruction which might interfere with the installation of the meter or use of a test jack in the meter base.

Where a subdivision of the service requires the use of more than one meter, the meters shall be grouped and the space between sockets shall be not less than three (3) inches. On initial construction ganged meter troughs having two (2) or more meter sockets should be the bussed type.

#### **5.4.7 Meter Violation**

When any changes, alterations, additions or obstruction are made on the Customer's premises resulting in violation(s) of these meter requirements, the Customer shall correct the violation(s) at his expense or pay a monthly meter obstruction fee until said violation is corrected, refer to fee schedule.

### **5.5 METERING EQUIPMENT**

#### **5.5.1 Standards for Metering Equipment**

Grant PUD establishes standards for metering equipment. The Customer's compliance with such standards shall be a condition of service.

#### **5.5.2 Power Factor Metering**

Grant PUD shall install reactive (Power Factor) metering on all Large Electric Service loads expected to operate such that the power factor will be below 95% lagging or leading. Nothing in the above shall preclude Grant PUD from installing reactive metering on any service, regardless of rate schedule or demand, when deemed necessary by Grant PUD. Meters for measurement of reactive power shall have registers for both leading and lagging power factors for the purpose of billing demand adjustments.

#### **5.5.3 Pulse Metering Data Connection**

Upon written request and execution of a letter agreement, Grant PUD will install and maintain Current Transformer (CT) metering, capable of KYZ output, as defined by Grant PUD Construction Standards for Industrial and Large General Customers subject to the following terms conditions:

- A. The Customer shall be responsible for paying in advance, all of Grant PUD's estimated costs for labor, materials, overheads and equipment needed for the installation and upon demand shall promptly reimburse Grant PUD for all repairs and maintenance costs incurred by it from time to time.
- B. Grant PUD will not synchronize the KYZ output to the meter demand timing.
- C. Grant PUD will retain ownership of all meters and equipment installed by it.
- D. The Customer shall be solely responsible for installation, operation, and maintenance of data logging equipment from Grant PUDs installed isolation relay(s). The Customer shall also provide voltage potential for the data logging equipment.

- E. The Customers communication equipment from the isolation relay(s) to the Customer's data logging equipment must be approved in advance by Grant PUD.
- F. Grant PUD shall have the right to work on the meter, including de-energization, without notice to or permission by the Customer. In the event the meter is removed and/or replaced, Grant PUD may attempt, but will not guarantee, reconnection at the isolation relay(s).
- G. Grant PUD shall have no liability whatsoever or for any damages of any type to Customer resulting from or arising from the installation, operation or use of the KYZ output or from any malfunction thereof.

## **5.6 INTERCONNECTION OF CUSTOMER-OWNED NET METERING SYSTEMS**

Grant PUD will allow net metering systems meeting Grant PUD's Construction Standards to interconnect on a first-come, first-served basis to Grant PUD's distribution system under the following terms and conditions:

### **5.6.1 New Installation/Modification of Existing Facilities Application, Fees and Agreement**

Customer shall submit a Net Metering Application, a signed Net Metering Interconnection Agreement, and pay applicable fees to Grant PUD prior to installing a new or modification of an existing generating facility, refer to fee schedule. After Grant PUD's approval of the Net Metering Interconnection Agreement, Customer may at Customer's expense install the approved Net Metering System or modify as necessary or directed by Grant PUD Customer's generating facility in existence on Customer's property prior to the date these policies were enacted. Grant PUD reserves the right to require the Customer, at the Customer's expense, to provide corrections or additions to existing electrical devices in the event of modification of government or industry regulations and standards.

### **5.6.2 Certification of Completion**

Upon the Customer's completion of the Net Metering System installation or modification, the Customer shall submit to Grant PUD a Certificate of Completion on a form provided by Grant PUD. Such form shall include evidence of the Washington State Labor and Industry's electrical inspection and approval of the Net Metering System by the State Electrical Inspector. Interconnection work to Grant PUD's distribution system will commence following receipt of the Certificate of Completion.

A False Call Fee may apply when a customer requests Grant PUD inspection and is not prepared when Grant PUD arrives on site at the requested timeframe, refer to fee schedule.

### **5.6.3 Unauthorized Connections**

For the purposes of public and employee safety, any non-approved generation interconnections discovered will be immediately disconnected from Grant PUD's system.

### **5.6.4 Metering**

Grant PUD shall install a kilowatt-hour meter, or meters as the installation may determine, capable of registering the bi-directional flow of electricity at a level of accuracy that meets all applicable standards, regulations and statutes. If Grant PUD requires separate metering to measure the energy produced by the generating facility, such equipment shall be installed at the Customer's expense.

### **5.6.7 Grant PUD System Capacity**

The cumulative generating capacity of net metering systems shall be limited to 0.25% of Grant PUD's peak demand during 1996. Additionally, interconnection of Customer-owned generation to individual distribution feeders will be limited to 10% of the feeder's peak capacity. Additional

generation interconnection to individual distribution feeders may be allowed beyond these stated limits at Grant PUD's discretion.

**5.6.8 Customer Owned Protection**

It is the responsibility of the Customer to protect their facilities, loads and equipment and comply with the requirements of all appropriate standards, codes, statutes and authorities. The Customer's Net Metering System must include, at the Customer's expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL).

**5.6.9 Interconnection Costs**

Customer shall be responsible for all additional costs above and beyond the application fee, if any. Such costs will be based on actual costs, including overheads. For example, additional costs may be incurred for transformers, production meters, and Grant PUD testing, qualification, and approval of non-UL 1741 listed equipment.

## **6.0 METER READING, BILLING AND COLLECTING**

### **6.1 METER READING**

Meters will normally be read daily via advanced metering infrastructure.

If for any reason a reading cannot be obtained, the billing may be based on estimating energy use and demand, and subject to later correction.

Grant PUD's current technology has the ability to read, connect and disconnect meters remotely. The deployed technologies are Grant PUD's standards. If a Customer declines to adhere to Grant PUD's standards, refer to fee schedule and Opt-Out Agreement.

### **6.2 ADJUSTMENT OF BILLING ERRORS**

Grant PUD may adjust any billing when it has been determined that an error in billing has been made and a correction is in order. Grant PUD may revise such bill on the basis of the best evidence available.

If the billing error is favorable to the Customer, Grant PUD will credit or refund the Customer's account for overcharges back to the date of when the billing error occurred and up to the date of discovery of the billing error.

If the billing error is unfavorable to the Customer, Grant PUD will charge the Customer's account for undercharges to the date of when the billing error occurred or six years (whichever lookback period is shorter) up to the date of discovery of the billing error. Grant PUD may establish an interest-free monthly payment arrangement for the undercharged amount for a Customer with a financial hardship as a result of the billing adjustment. The term of the payment arrangement term will not exceed the number of months of the lookback period.

### **6.3 BILLING PERIODS**

The normal monthly billing period is 30 days. However, due to weekends and holidays, monthly billing periods may range from 26 to 34 days. Monthly charges for shorter or longer periods will be prorated on the basis that such fractional period bears to 30 days.

### **6.4 NON-METERED SERVICE**

Non-metered service may be supplied when the connected load is known and average monthly energy consumption can be accurately calculated.

### **6.5 DETERMINATION OF DEMAND**

Where Grant PUD rate is based on kW demand, the Metered/Billing Demand shall be calculated to the nearest thousandth (0.001) of a kW. Inaccurate demand readings caused by meter failure or loads with constantly changing demands may require the demand to be calculated by Grant PUD, taking into consideration installed capacity necessary to serve the load and abnormal effects on Grant PUD's system. Power factor metering data (if available) and/or the load history or load checks would also be used to compute the demand.

Grant PUD shall, if requested by Customer in advance, waive demand reads in one two-hour period for the sole purpose of Customer testing equipment. Grant PUD will not waive demand reads for this purpose more than one time in any 12-month period.

If monthly demand charges are based on Customer's highest demand, as provided by Grant PUD's then applicable rate schedule, a number of such recording periods equal to the first two hours following a system outage, not related to a failure in the Customer's Facility, shall be disregarded if noted by Grant PUD or if requested by the Customer.

#### **6.6 PAYMENT**

All monthly bills for service rendered and minimum charges are due and payable when rendered and become delinquent if not paid within 25 days.

#### **6.7 RETURN CHECK FEE**

A return check fee may be assessed to a Customer's account for which payment has been received by any check or legal tender which is subsequently returned to Grant PUD by the bank, refer to fee schedule.

#### **6.8 PAYMENT OPTIONS**

Customers may make payments to Grant PUD by cash, check, credit cards, debit cards, automated checking and savings account withdrawal and other Grant PUD approved electronic means.

#### **6.9 BUDGETPAY**

Residential accounts (Rate Schedule 1) may request to have BudgetPay. Eligibility for BudgetPay requires account service for one year with an account credit score of above 825. Monthly payments are due even if the account reflects a credit balance. BudgetPay is reviewed annually and is subject to change based on changes in average monthly usage. The BudgetPay payoff balance must be reconciled prior to closing of the account. BudgetPay accounts are subject to all other applicable articles of these policies.

#### **6.10 LATE PAYMENT CHARGES**

If payment hasn't been received by Grant PUD on or before the due date, a late payment fee shall be assessed on the unpaid balances, refer to fee schedule.

#### **6.11 ACCOUNT SERVICE CHARGE**

During Grant PUD's normal business hours, an account service fee will be made for a service transfer or a turn on, refer to fee schedule.

#### **6.12 AFTER-HOURS FEE**

Any Customer requested service requiring Call Center service call-out (excluding power outages) outside of regular Call Center hours (visit [www.grantpud.org](http://www.grantpud.org) for listed hours) will incur an after-hours fee. Refer to fee schedule.

Any Customer requested service requiring an on-site service call-out (excluding power outage response) outside of normal work hours (refer to [grantpud.org](http://grantpud.org) for normal work hours), an after-hours fee will be applied. Refer to fee schedule.

#### **6.13 DEPOSITS**

Deposits may be required for Customers. If the Customer fails to comply with or make any of the payments required by Grant PUD or fails to maintain other security in lieu of a cash deposit the Customer will not be provided service or may be disconnected in accordance with Grant PUD's disconnect for non-payment policy. The full amount of the deposit, plus the disconnect for non-payment fee and account arrearages, will be required prior to turning the service back on unless an approved payment arrangement is established with Grant PUD.

#### **6.13.1 Current Credit Rating**

Credit activity for every Customer account is rated via a point system. Prior to any deduction, each account has a Current Credit Rating of 1,000. Credit activity at any service under the account may affect the credit point total.

Deductions will remain in effect for 12 months from the date incurred for Domestic Services and 18 months for all other services unless otherwise noted.

Customers will return to a credit rating score of 1,000 when all adverse credit activity deductions have expired according to the above schedule.

#### **6.13.2 Interest on Deposits**

Deposits will earn interest and will be calculated and accrued monthly. The applicable interest rate applied is available upon request.

### **6.14 NEW OR ADDITIONAL DEPOSIT REQUIREMENTS**

Grant PUD may require a new or additional deposit for Customers whose service(s) experience significant electrical load changes or develop credit problems.

#### **ADEQUATE ASSURANCE OF FUTURE PAYMENT**

When a Customer files a bankruptcy petition, the Customer's existing service(s) will be closed and new service(s) established. If any of the Customer's accounts are delinquent at the time of such filing, Grant PUD may require a new or additional deposit or other adequate assurance of future payment pursuant to 11 USC Section 366. Payment of the deposit or other assurance of future payment will be required within twenty (20) days of the date of the order for relief as provided in 11 USC Section 366.

### **6.15 TERMINATION OF SERVICE**

Upon termination of service, Grant PUD will refund to the Customer the amount currently on deposit plus accumulated interest after deducting all amounts due to Grant PUD.

### **6.16 DELINQUENCY-DISCONTINUANCE OF SERVICE**

#### **6.16.1 Right to Disconnect**

The right to discontinue service when delinquent may be exercised whenever and as often as delinquency shall occur and neither delay nor omission on the part of Grant PUD to enforce this rule at any one or more times shall be deemed as a waiver of its rights to enforce the same at any time, so long as the delinquency continues.

Except where prohibited by law, Grant PUD reserves the right to refuse, to limit or to disconnect service to any Customer having a delinquent balance and may transfer the delinquent balance to the Customer's active account for collection purposes.



A Customer Service Representative may make payment arrangements with the Customer for a payment schedule for the bill. However, Grant PUD shall not be required to enter into a payment schedule with a Customer who has not fully and satisfactorily complied with the terms of a previous payment schedule.

#### **6.16.2 Due Process**

Except in the case of emergencies and exceptional circumstances, as determined by Grant PUD, notice will be given to the Customer or occupant warning of discontinuance of service to allow the opportunity for reconciliation of an account and cancel a disconnect for non-payment.

### **6.17 DISCONNECT FOR NON-PAYMENT**

This section will apply to all disconnects for non-payment except as otherwise specified.

#### **6.17.1 Disconnect Fee**

Whenever service has been disconnected for non-payment or fraudulent use, a disconnect fee will be charged to the account, refer to fee schedule. The disconnect fee may be waived for Customers who under Washington law qualify for medical or public assistance and when reconnection payment is funded by a private, non-profit funding agency subject to 501(C)(3) tax exemption.

For re-connection outside of Grant PUD's normal business hours for services that have been disconnected for non-payment refer to Section 6.12.

#### **6.17.2 Moratorium**

Grant PUD's disconnect for non-payment policy is set forth in Section 6.16 and shall be subject to the requirements of RCW 54.16.285.

### **6.18 LANDLORD/TENANT ARRANGEMENTS**

Landlords of rental residences may arrange with Grant PUD for service to the designated rental to remain energized and to be transferred to the landlord when tenants request termination of service by signing up for Landlord Service. The landlord shall be responsible for any basic charges and energy consumption prior to the transfer of the service to a new tenant.

In most cases where the Landlord is the Customer and requests termination of service to a rental residence or fails to pay for such service, Grant PUD may notify the tenant by hanging a door tag stating that the tenant has five (5) days to put the account into their name and the Landlord will be assessed a fee, refer to fee schedule. Requests for termination of utility service by a landlord, for the purpose of evicting a tenant, is prohibited by RCW 59.18.300.

### **6.19 ELIGIBILITY FOR SPECIAL INCOME-QUALIFIED RATE DISCOUNTS**

Grant PUD offers an income-qualified rate discount for qualifying residential Customers as defined in Rate Schedule 1.

To be eligible for this discount the total household income including the customer's spouse, or co-tenants must be equal to or less than 200% Federal Poverty Level (FPL) or equal to or less than 80% Area Medium Income (AMI), whichever is greater.

The income-qualified discount will be applied only to the residential service serving as the Customer's primary dwelling. Eligibility will be verified in writing by either Grant PUD staff, Department of Social and Human Services or other Grant PUD-approved assistance agency.

Changes in the customer's income or location will require reverification of the eligibility

requirements. The income-qualified discount shall expire three (3) years from the date the discount was applied but may be allowed to continue for additional three (3) year periods provided the customer provides reverification of the eligibility requirements. Customers unable to verify eligibility requirements within 45 days of Grant PUD's request or upon expiration of the discount will be removed from the rate discount program.

Grant PUD reserves the right to schedule a no cost home energy assessment at the premise where the discount is applied. If the customer refuses or fails to schedule the home energy assessment, the customer discount will be removed after 45 days of the application date upon failure to allow the assessment.

## **6.20 NET METERING BILLING**

Pursuant to RCW 80.60.030, Customers participating in Grant PUD's Net Metering Program shall be billed and credited in accordance with the following:

- A. Grant PUD shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with normal metering practices.
- B. If the electricity supplied by Grant PUD exceeds the electricity generated by the Customer and fed back to Grant PUD during the billing period, or any portion thereof, then the Customer shall be billed for the net electricity supplied by Grant PUD together with the appropriate Basic charge paid by the Customers in the same rate class.
- C. If the electricity generated by the Customer and distributed back to Grant PUD during the billing period, or any portion thereof, exceeds the electricity supplied by Grant PUD, then the Customer shall be:
  - 1. billed for the appropriate Basic charge or minimum charge as other customers in the same rate class for that billing period; and
  - 2. credited for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on Customer's bill for the following billing period
- D. On March 31st of each calendar year, any remaining unused kilowatt-hour credit accumulated by the Customer during the previous year shall be granted to Grant PUD, without any compensation to the Customer.
- E. Customer shall pay any amount owing for electric service provided by Grant PUD in accordance with applicable rates and policies. Nothing in this Section shall limit Grant PUD's rights under applicable Rate Schedules, City Ordinances, Customer Service Policies, and General Provisions.

## **6.21 RENEWABLE ENERGY SYSTEM COST RECOVERY**

When available by the state pursuant to RCW 82.16.120, Customer's participating in Grant PUD's Net Metering program may be eligible each fiscal year for an investment recovery incentive for each kilowatt-hour generated by the Customer provided the Customer complies with the requirements therein.

## **7.0 STREET LIGHTING SERVICE**

### **7.1 AVAILABILITY**

Street Lighting Service will be made available in accordance with Rate Schedule 6, Street Lighting Service and the terms and conditions of these Customer Service Policies, as they now exist or may be hereafter amended.

### **7.2 SPECIFICATIONS**

For qualified applicants, Grant PUD will provide and install a system of unmetered street lighting facilities for dusk to dawn operation. Conventional Street Lighting consists of overhead or underground conductors with mast arms and luminaries mounted on wood, concrete, or metal poles. Decorative Street Lighting units consist of a decorative post and two decorative arms, each with a single acorn globe. Modified arm units consist of two decorative arms, each with a single acorn globe, modified to fit on existing street light standards. When streetlights are installed, the Customer shall pay a monthly charge based on the facilities provided as specified in Rate Schedule 6.

### **7.3 LINE EXTENSION POLICY - STREET LIGHTS**

Grant PUD will construct and supply the necessary lighting equipment to include single-phase transformers and secondary voltage facilities to effect delivery of street lighting service upon written request and authorization from qualifying customers. Primary facilities that do not qualify as an Area Feeder and are installed by Grant PUD to provide power for the aforementioned secondary facilities, shall be provided in accordance with Line Extension Policy, Section 4.0 and the appropriate Line Extension Fee paid by the Customer.

#### **7.3.1 Underground Service to Street Lights**

Underground Service will be provided where practicable. The Customer is responsible for trenching, conduit, sand bedding and backfilling. For decorative street lighting, the Customer shall also supply and install any mounting bases required. If Grant PUD provides the trenching, the full cost will be charged to the Customer at the time of construction.

### **7.4 TERMINATION OF SERVICE**

The Customer shall continue to pay for service to all types of streetlights until such time as a written request for termination, signed by an authorized individual, is received by Grant PUD. Upon termination the Customer shall pay a Termination Charge reduced by; (a) 20% for Conventional Street Lighting; or (b) 5% for Decorative Street Lighting, for each full twelve (12) month period since installation of the facilities.

### **7.5 CONTINUITY OF SERVICE**

Grant PUD does not guarantee continuity of service and shall not be liable for any interruption of street light service or damage resulting therefrom which is caused by vandalism, normal equipment failure, accidents, acts of God, unavailability of power supply to meet Grant PUD's load requirements, the necessity for making repairs or changes in Grant PUD's equipment and facilities, or by any other cause reasonably beyond Grant PUD's control.

Grant PUD has determined it is not cost effective or practicable to patrol at night to find streetlights that are not functioning properly and/or are damaged. Because of this Grant PUD depends on the Customer and the general public to notify Grant PUD that streetlights are not functioning properly

and/or are damaged. Grant PUD will, within a reasonable time after notification, make necessary repairs to restore street lighting service.

**8.0 LARGE POWER CUSTOMER ELECTRIC SERVICE ABOVE 500 KW/KVA**

Customers with loads in excess of 500 kW/kVA are considered Large Power Customers and can take Electric Service from Grant County PUD under the following Rate Schedules:

Rate Schedule 7	Large General Service
Rate Schedule 14	Industrial Service
Rate Schedule 15	Large Industrial Service
Rate Schedule 16	Agricultural Food Processing Service
Rate Schedule 17-B	Evolving Industry Service
Rate Schedule 85	Agricultural Food Processing Boiler Service
Rate Schedule 94	New Large Load Service

Rate Schedules can be found at [grantpud.org](http://grantpud.org).

A Large Power Customer’s presence on Grant PUD’s Electric System has material impacts on it. In addition to design considerations for deliverability of large amounts of Electric Power, there are also rate impacts caused by the magnitude of capital and incremental O&M required to connect and serve Large Power Customers. This Section 8 describes the policies that shall be used to implement the Large Power Customer Rate Schedules including mitigating the shifting of long- term costs to other Rate Schedules.

**8.1 NEW LARGE ELECTRIC SERVICE**

Those desiring Electric Service in excess of 500 kW/kVA on Grant PUD’s Electric System must provide Grant PUD a completed Large Electric Service Application along with a nonrefundable application fee (see Grant PUD’s Fee Schedule). Applications for non-Evolving Industry uses shall be placed into the “Large Electric Service Queue” and processed prior to the Evolving Industry Queue.

Applications submitted for Evolving Industry uses as defined per Rate Schedule 17, shall be placed into a separate queue (Evolving Industry Queue) on a first-come-first-served basis. The Evolving Industry Queue is independent of the Large Electric Service Queue for all other Rate Schedules. The Evolving Industry queue shall be processed after the Large Electric Service Queue is processed, unless the Evolving Industry Customer’s requests coincides with a Large Electric Service Queue expansion or study.

**8.2 CUSTOMER RESPONSIBILITIES**

The Customer shall work with Grant PUD staff to identify Facilities Customer may construct for itself or Grant PUD for the delivery of Electric Power. Grant PUD requires the Customer comply with all applicable Grant PUD standards, laws, codes and regulations when constructing Facilities and allow Grant PUD to approve and inspect Metering Facilities and the first Customer Facility protective device beyond the Demarcation Point.

The Customer shall also provide the appropriate transfer(s) of property and the appropriate rights and easements to Grant PUD to allow it to construct and operate Grant PUD Facilities required to provide Electric Service to the Customer.

### **8.3 FACILITIES**

Grant PUD will generally supply Large Electric Service requests of 2000 kW/kVA and below at three phase secondary voltage. Grant PUD's standard secondary nominal voltages are 120/208V and 277/480V. Industrial customers requesting Electrical Service above 2000 kW/kVA shall be provided primary voltage metered service at nominal 13.2kV three phase.

Unless otherwise agreed to in writing between Grant PUD and the Customer, Grant PUD will establish the Demarcation Point.

### **8.4 CUSTOMER CONTRIBUTION FOR CONNECTION**

Grant PUD shall perform the necessary studies to determine what Facilities need to be constructed, reconfigured, upgraded or refurbished as the Large Electric Service Application moves through the queue. Upon completion of the studies the Customer shall be briefed on the results of such studies and the amount of a Customer Contribution shall be estimated.

Assuming the Customer wishes to continue, it shall execute an agreement that includes the details for the Facilities Plan, provisional power, design, and proposed schedule along with the Customer Contribution amount ("Facilities Agreement"). The Customer Contribution is calculated to prevent the shifting of long-term costs within a rate class or group or to other rate classes or groups.

The Customer Contribution is calculated by Grant PUD staff. Customers requiring 20 MVA or less use a prescriptive method to calculate the Customer Contribution. Customers requiring more than 20 MVA of new service require more detailed study.

Should the Customer cancel the project, a portion or all of the Customer Contribution may be returned to the Customer provided that the refunding does not, in Grant PUD's sole discretion, shift costs to others.

### **8.5 REDUNDANT FACILITIES**

Prudent utility practice ensures that Facilities are adequate to provide Electric Service to Customers safely, reliably and cost effectively but does not provide redundancy to any particular Customer. If the Customer has a need for a greater level of redundancy than provided by Grant PUD, it can request such redundancy for its Electric Service. Any Facilities provided by Grant PUD to increase redundancy shall in no way modify or alter Grant PUD's obligations or limitations of liability provided in Section 2.

Because redundant facilities are by definition unloaded and available for use at any time, the Customer Contribution required to avoid shifting costs to others may be significant. The Facilities Agreement associated with redundant Electric Service shall specify the required Customer Contribution. If Grant PUD, in its sole discretion, identifies that there are on-going operating costs that need to be recovered related to the redundant unloaded facilities, it shall work with the Customer to identify such costs and establish a Rate Schedule or execute contracts to provide payment to prevent shifting long-term costs to others.

Redundant Electric Service Facilities fall into three broad categories as described below.

#### **8.5.1 Redundant Distribution**

Includes the provision of a second distribution feeder to serve the Customer's Facilities. Redundant distribution may or may not come from two different substations.

#### **8.5.2 Redundant Transformer**

Provides additional substation capacity through additional unloaded equipment such that the

failure of one transformer will not cause the Customer an Electric Service interruption. Redundant transformers may or may not be in the same substation.

### **8.5.3 Redundant Transmission**

Consists of an alternate source of transmission connected to a substation or substations where the alternate source comes from a different transmission yard breaker.

## **9.0 EVOLVING INDUSTRY**

To retail Customers whose load activity and/or industry meets the requirements of an Evolving Industry (EI Criteria).

### **9.1 RISK CONSIDERATIONS FOR INCLUSION**

#### **9.1.1 Concentration Risk**

Potential for significant load concentration within Grant PUD's service territory resulting in a meaningful aggregate impact and corresponding future risk to Grant's revenue stream. Evaluation would begin to occur when industry concentration of existing and service request queue customer loads exceeds 5% of Grant PUD's total load and service request queue.

#### **9.1.2 Business Risk**

The risk of stranding Grant PUD assets constructed to serve a Customer or causing unrecoverable costs due to cessation or significant reduction of electric consumption arising from an Industry's general business environment.

#### **9.1.3 Regulatory Risk**

Risk of detrimental changes to regulation with the potential to render the industry inviable within a foreseeable time horizon.

### **9.2 PERIODIC REVIEW BY ASSESSMENT TEAM**

At least every two years a team will review which Customers, customer types, or uses of electricity are to be included in the Evolving Industry Rate Class. The Evolving Industries Assessment Team shall use prudent business and utility practices to establish criteria and classify load activities and industries as belonging to the Evolving Industry Rate Class.

The Evolving Industry Assessment Team shall include Grant PUD staff representing the following departments and sections (or their successors) of Grant PUD:

- A. Large Power Solutions
- B. Customer Solutions
- C. Engineering
- D. Rates & Pricing
- E. Finance/Accounting

The Evolving Industry Assessment Team shall be selected by the PUD's executive management.

Grant PUD posts the list of Industries or Identified Uses that qualify for Rate Schedule 17 on its website at [www.grantpud.org](http://www.grantpud.org).

The Evolving Industry Assessment Team shall review and value the costs and risks associated with serving Evolving Industries and provide any recommended changes to the Commission. Risk elements considered include, but are not limited to, future transmission requirements, impact to Grant PUD equipment, increased power supply cost risk, and potential stranded asset risk.

### **9.3 INCLUSION IN THE EVOLVING INDUSTRY RATE CLASS**

A load activity and/or industry shall be included in the Evolving Industry Rate Class if it meets the



criterion of section 9.1.1., Concentration Risk, and also meets the criteria of either section 9.1.2. or section 9.1.3., Business Risk and Regulatory Risk, respectively.

A load activity and/or industry shall be removed from the Evolving Industry Rate Class if and only if it no longer meets the criteria of 9.1.2. and 9.1.3.

#### **9.4 RATE 17 DESIGN**

Rate Schedule 17 is designed to consider risks associated with the Evolving Industry class in order to minimize cost shifting to other Customer classes.

Rate 17 includes factors common to any Customer class such as allocated operating and capital costs, a risk premium, and any Commission policy direction applicable to Rate 17 that may include specific additional charges or adders. The risk premium portion of the rate may include but not be limited to risks such as future transmission / infrastructure requirements, loading and utilization of Grant PUD equipment, potential increase or additional volatility in power supply cost, risk of under or unutilized (stranded) assets, and future revenue volatility or loss.

The risk component of Rate Schedule 17 will be reviewed at least every two years and may be adjusted up or down by the Commission in accordance with changes to the risk profile.

#### **9.5 COMMISSION REPORTING**

When the Evolving Industry Assessment Team determines that an industry meets the Rate 17 criteria, staff will provide a memo for Commission review and action. Likewise, when staff determines that an industry no longer meets the criteria of Rate 17, staff will provide notice to the Commission for Commission review and action. The memos are part of the public packet posted to Grant PUD's website. Customers and stakeholders may comment to the Commission in public session regarding the change.

The Evolving Industry Assessment Team will also at least every two years update the Commission, independent of whether or not any changes are being made to the Evolving Industry Rate class, with a summary of the evaluation of the risk premium of Rate Schedule 17. Based upon this information the Commission will consider the need for rate changes and may modify Rate 17.

#### **9.6 APPLICATION AND QUEUE**

Customers desiring to apply for new or increased service shall apply as described in Section 2.7 and Section 8.1 of this Customer Service Policy.

#### **9.7 ATTESTATIONS**

Any new or existing customers placed under the Evolving Industry Rate Schedule 17 shall provide an attestation demonstrating they do not qualify or meet the criteria to be served under this rate schedule as a condition of Grant PUD to provide Electric Service under a different rate schedule.

Once established, if a Customer changes its business such that it no longer meets the Rate Schedule 17 Evolving Industry criteria, the customer may be required to affirm their attestation that they are not participating in an Evolving Industry and no load on its Premises is participating in any Evolving Industry. If a customer changes its business such that it does meet the Rate Schedule 17 Evolving Industry criteria the customer is required to inform the PUD of the change in status. Failure to inform the PUD may result in penalties as described in section 9.8.

#### **9.8 LOAD SPLITTING AND METERING**

If residential Customers on Rate Schedule 1 are participating in an Evolving Industry or plan to

participate in an Evolving Industry, the entire load at that Premises will be billed in accordance with Rate Schedule 17. Grant PUD, in its sole discretion, may allow the Customer to split the loads provided however, the customer is required to reimburse Grant PUD for all costs associated with providing the additional metering.

If a Large Power Customer has a portion of their load that qualifies for Rate Schedule 17, Grant PUD, in its sole discretion, may allow the Customer to split the loads provided however, the customer is required to reimburse Grant PUD for all costs associated with providing the additional metering.

## **9.9 DETECTION AND ENFORCEMENT**

The PUD shall monitor Customers in the normal course of business just as it does for diversion of service and unsafe conditions. Grant PUD will use various means it has available to collect information and make observations about its Customers to ensure each Customer is on the correct Rate Schedule.

Industries tend to have similar usage patterns which may identify certain Premises where a change of Rate Schedules would be appropriate. Grant PUD shall reconfirm the self-attestation made by the Customer.

Grant PUD will make reasonable efforts to contact the Customer and discuss Grant PUD's findings and shall ask the Customer for assurances that they are not participating in the Evolving Industry. Should the Customer refuse to provide adequate assurances that it is not participating in an Evolving Industry, Grant PUD shall assume the Customer is participating in the Evolving Industry and convert the Customer to Rate Schedule 17 until the Customer ceases to participate in the Evolving Industry or demonstrates that it is not.

## **9.10 PENALTIES**

Grant PUD has the authority to enforce its Rate Schedules and intends to do so to the full extent allowed by the law. Customers found to have knowingly deceived and/or found to have been charged under an incorrect Rate Schedule based on Customer representations will be processed the same way as diversion in Section 2.15 of this Customer Service Policy and subject to penalties. Grant PUD reserves the option to assess damages from the date Grant PUD estimates the customer's Rate Schedule should have changed, as allowed in Section 2.1.2, and pursue any uncollected applicable charges.

## **9.11 INFORMAL CONFERENCE**

Customers who have a dispute regarding the application of this Customer Service Policy may request an informal conference as described in Section 2.15 herein.

**10.0 REVISIONS**

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1.0	PREAMBLE	04/23/19	8916
1.1	DEFINITION OF TERMS	04/23/19	8916
2.0	GENERAL POLICIES	08/09/82	4150
2.1.1	Metering Point	09/01/23	9018
2.1.2	Determination of Applicability	09/26/11	8575
2.2	RATE SCHEDULES	[pending]	[pending]
2.2.1	Rate Schedule Exceptions	08/14/18	8890
2.3	NEW LOADS	12/22/03	7671
2.4	EXCLUSIVE SOURCE AND RESALE	11/01/04	7746
2.5	GRANT PUD'S OBLIGATIONS	06/23/98	7223
2.5.1	Limitations of Damages		
2.6	CUSTOMER'S OBLIGATIONS	06/23/98	7223
2.6.1	Increased Load	08/14/18	8890
2.6.2	Balancing of Load	06/23/98	7223
2.6.3	Total Harmonic Distortion (THD)	11/01/04	7746
2.6.4	Surge Protection	10/27/08	8296
2.7	APPLICATION FOR SERVICE	06/23/98	7223
2.8	DISCONNECTING SERVICES	09/01/23	9018
2.9	LIFE SUPPORT SYSTEMS	04/16/85	
2.9.1	Customer Obligations	09/01/23	9018
2.10	DAMAGE TO GRANT PUD FACILITIES	06/23/98	7223
2.11	DISCLOSURE OF PUBLIC RECORDS	11/19/01	7491
2.12	SERVICE OUTSIDE GRANT COUNTY	02/10/92	
2.13	UNDERGROUND FACILITIES	05/23/05	7821
2.14	REVENUE PROTECTION AND POWER DIVERSION	09/01/23	9018
2.15	INFORMAL CONFERENCE	[pending]	[pending]
3.0	CONSERVATION	06/23/98	7223

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3.1	RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND IRRIGATION ASSISTANCE	11/19/01	7491
4.0	LINE EXTENSION POLICY FOR CUSTOMER SERVICES UNDER 500 KW	09/01/23	9018
4.1	OVERHEAD LINE EXTENSIONS	09/29/97	7145
4.2	UNDERGROUND LINE EXTENSIONS	[pending]	[pending]
4.3	TYPES OF SERVICE	11/28/05	7896
4.3.1	Permanent Service	09/01/23	9018
4.3.2	Non-Permanent Service	05/23/05	7821
4.3.3	Construction Temporary Service	[pending]	[pending]
4.4	SERVICE REQUIREMENTS BY RATE CLASS	[pending]	[pending]
4.5	CALCULATION OF CHARGES	09/29/97	7145
4.5.1	Line Extension Fees	[pending]	[pending]
4.5.2	Line Extension Fee Payments	09/29/97	7145
4.6	MODIFICATION OF FACILITIES	09/29/97	7145
4.7	REBUILDING EXISTING LINES	09/29/97	7145
4.8	TRANSMISSION FACILITIES	09/29/97	7145
4.9	SUBSTATIONS	09/29/97	7145
4.10	DISTRIBUTION POWER LINES	09/29/97	7145
4.10.1	Area Feeder Lines	09/29/97	7145
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4.11	EXTENSIONS TO RESIDENTIAL/COMMERCIAL SUBDIVISIONS	01/03/11	8527
4.11.1	Approved Subdivisions	[pending]	[pending]
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4.12	MANUFACTURED HOME / MOBILE HOME PARKS	[pending]	[pending]
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5.6.2	Certification of Completion	[pending]	[pending]
5.6.3	Unauthorized Connections	02/26/07	8098
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6.8	PAYMENT OPTIONS	10/24/17	8859
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9.9	DETECTION AND ENFORCEMENT	03/26/19	8915
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CUSTOMER SERVICE POLICIES  
PUBLIC UTILITY DISTRICT NO. 2  
OF GRANT COUNTY, WASHINGTON

**1.0 PREAMBLE**

These Customer Service Policies (“CSP”s) have been adopted by Public Utility District No. 2 of Grant County, Washington (“District” or “Grant PUD”) in accordance with Grant PUD’s mission, vision and values. The CSP is subject to revision by Grant PUD Board of Commissioners (Commission) at any time to meet these objectives. These policies are to serve as a guide to the employees of Grant PUD to provide the best possible service to our customers using uniform and equitable consideration. Construction details and specifications will conform to current state and national regulations governing such matters and are intended to comply with any state, regional, and local statutes. The CSP shall be considered to be amended whenever a law, regulation, statute, ordinance or equivalent changes so as to comply with such change until the CSP is updated.

Grant PUD reserves the right to disconnect the supply of electric energy, capacity, and ancillary services in the event the Customer fails to comply with any policies, provisions or any agreement the Customer has with Grant PUD. Service may be disconnected by Grant PUD at any time to prevent fraudulent use or to protect its property.

Grant PUD encourages and invites public input regarding Grant PUD Rate Schedules and policies. Grant PUD will make reasonable efforts to notify the public of changes to the CSP. Such notification may include press releases, public announcements, notices with Customer billings, or posts on Grant PUD’s website. Agenda information and commission meeting schedules can be found at [grantpud.org](http://grantpud.org).

## 1.1 DEFINITION OF TERMS

The following terms shall have the meanings as defined below:

Term	Definition
<b>Account</b>	The physical premises and Meter or Metering Point record plus the measurement, billing and payment information and other data associated with the Electric Service provided to the Customer at the Premises.
<b>Area Feeder</b>	A primary distribution circuit constructed to provide for general area load growth and system reliability, the cost of which is borne entirely by Grant PUD and included in Grant PUD's rate base. (See Section 4.10.1)
<b>Backbone Facilities</b>	Those facilities within a subdivision required to provide Electric Power to the property line of each lot or tract. Said facilities include transformers when multiple lots or tracts are to be served from a single transformer and the location of transformers can be established at the time Backbone Facilities are installed.
<b>Billing Demand</b>	The billing determinant for capacity that uses the highest kW demand after adjusting for Power Factors below 95%. Can be based on the metered kWh, computed, or fixed monthly amount.
<b>Billing Determinant</b>	The unit used to calculate a bill such as kilowatt-hours.
<b>Connection Point</b>	The designated point on the Customer's property where their secondary service is connected to Grant PUD's facilities. This would be at the weatherhead for an overhead service and at a secondary termination point (moped(pedestal)/vault/transformer) for an underground service.
<b>Construction Temporary Service</b>	A temporary service providing power to a construction site for a limited period of time.
<b>Construction Temporary Service Fee</b>	The fee paid for a Construction Temporary Service for a limited period of time.
<b>Customer</b>	Any individual, group, partnership, corporation, firm or government agency who has applied for or is accepting Electric and Fiber services from Grant PUD.
<b>Customer Contribution</b>	An amount paid by a Customer that is adding incremental load to Grant PUD's Electric System which reduces or eliminates the shifting of long-term costs to other Customers or Customer classes for the provision of Electric Power to the new load.
<b>Demarcation Point</b>	A designated point on the Customer's property, at which Grant PUD's Facilities end and the Customer's Facilities begin. This can be for either an overhead or underground primary metered service.
<b>Distribution System</b>	That part of Grant PUD's Facilities operated nominally at 13.2 kV and 12.47 kV voltage levels and used to distribute and deliver Electric Power to the Demarcation Point.
<b>Domestic Electric Service or Domestic Service</b>	Single phase electric connection to Grant PUDs Distribution System for deliveries of Electric Power under a Rate Schedule exclusively to single family dwellings, individual apartments, condominiums and farms.

Term	Definition
<b>Effective Electric Service Date</b>	The date upon which a Customer accepts delivery of Electric Power under a Rate Schedule at the Account Premises by having the power turned on (made available) and the service placed in or transferred to their name.
<b>Electric Power</b>	The physical electric energy and capacity provided by Grant PUD, including all ancillary services, independent of the Rate Schedule under which the Customer is receiving Electric Service.
<b>Electric Service</b>	Electric Power delivered to a Customer under a Rate Schedule.
<b>Electric Service Connection Agreement</b>	An agreement between Grant PUD and the Customer, which must be signed by the Customer when applying for a Line Extension from Grant PUD.
<b>Electric Service Suspension Notice</b>	A reminder letter, sent separately from the billing statement, to inform Customers of past due amounts and provide instructions to prevent their service from being disconnected for non-payment.
<b>Electric System</b>	Grant PUD's infrastructure used to generate, transmit, and deliver Electric Power to its Customers.
<b>Estimated Extension Cost</b>	The estimated cost, based on current Grant PUD standard unit values, for a line extension. The estimate includes all material, labor, transportation, and applicable overheads with credit for any salvage.
<b>Evolving Industry</b>	Evolving Industry (or EI) is the class covered by Rate Schedule 17.
<b>Facilities Plan</b>	The document that contains detailed information about the electric Facilities Grant PUD is constructing intended to deliver Electric Power to a Customer.
<b>Facility or Facilities</b>	The physical land, equipment, wire, cable and appurtenances in a location or a group of locations.
<b>False Call Fee</b>	A charge paid by a customer that requests Grant PUD service and is not prepared when Grant PUD arrives on site at the requested timeframe.
<b>Fiber Subscriber</b>	A person or entity that is receiving access to Telecommunication Services from a Service Provider.
<b>Grant PUD Construction Standards</b>	A set of rules, drawings, guidelines, and specifications for construction of Electric Power Facilities, established by the Grant PUD Standards group. These standards secure uniform construction methods, optimize safety, serviceability, appearance, and economy and comply with or exceed local, state and federal regulations.
<del>Hearing Officer</del>	<del>Commission-appointed person responsible for adjudicating contested bills not resolved to the Customer's satisfaction working through the Customer Care Team(s).</del>
<b>Identified Uses</b>	The industry, functions, applications or uses included in Rate Schedule 17 as determined by the Rate Schedule 17 review process.
<del>Income-Qualified</del>	<del>Household incomes that do not exceed the higher of eighty percent of area median income or two hundred percent of federal poverty level, adjusted for household size.</del>

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Term	Definition
<b>Industry</b>	Grant PUD classifies industries based on activities that represent a means of production, target a market, produce a product and/or provide a service. Activities are grouped together such that the risk characteristics of the grouped activities are similar and can be analyzed as a single industry. It is possible for a Customer to participate in multiple Industries.
<b>Irrigation Electric Service</b>	Electric Service used specifically for irrigation, orchard temperature control or soil drainage loads only not exceeding 2,500 horsepower. Electric Power delivered under the Irrigation Rate Schedule(s) may only be used as described in the Rate Schedule including any supporting ancillary equipment needed.
<b>Large Electric Service</b>	Electric Service provided to Large Power Customers.
<b>Large Electric Service Application</b>	Application form for Large Power Customers (available at <a href="http://grantpud.org">grantpud.org</a> ) used to request new or additional Electric Service from the Grant PUD. While all Customers are required to inform Grant PUD of all material load changes, Large Power Customers must use this form to inform Grant PUD.
<b>Large Power Customer</b>	Customers with electric loads exceeding 500 kW/kVA who accept Electric Power under a Rate Schedule 7, 14, 15, 16, 17, 85, 94 or a written agreement for Electric Power deliveries with Grant PUD that is not delivered under a current Rate Schedule.
<b>Line Extension</b>	Any customer projects requiring the outlay of materials and labor in excess of the limitations of a Simple Service shall be considered a Line Extension. These extensions require an electrical design prior to construction and may involve right-of-way requirements in excess of those provided for by the Service Connection Agreement. Facilities that are designated as part of an Area Feeder are not included in the definition of Line Extension.
<b>Line Extension Fee</b>	The applicable Customer paid fees for a Line Extension. (Refer to Section 4.5.1.)
<b>Net Metering Application</b>	The application provided by the Customer to Grant PUD, on Grant PUD's form, which provides the design of the Net Metering system and initiates the interconnection process.
<b>Net Metering Interconnection Agreement</b>	An agreement provided by Grant PUD to the Customer setting forth the terms and conditions for allowing a Customer to interconnect an energy producing Customer-owned resource. Customers may not connect a Net Metering System without written approval by Grant PUD and execution of a Net Metering Interconnection Agreement.
<b>Net Metering System</b>	As defined in RCW 80.60.010, means a fuel cell, a facility that produces electricity and used and useful thermal energy from a common fuel source, or a facility for the production of electrical energy that generates renewable energy, and that: <ul style="list-style-type: none"> <li>(a) Has an electrical generating capacity of not more than one hundred (100) kilowatts;</li> <li>(b) Is located on the customer-generator's premises;</li> <li>(c) Operates in parallel with the electric utility's transmission and distribution facilities; and</li> </ul> Is intended primarily to offset part or all of the customer-generator's requirements for electricity.

Term	Definition
<b>New Large Load</b>	An increase of any load(s) over 10 average MW of a Customer's annual average load (average MW) above the Customer's highest annual average load since 2010.
<b>Orchard Temperature Control</b>	Frost control fans or pumps used in the heating or cooling of orchards.
<b>Ownership Costs</b>	A monthly charge required to be paid by the Customer for Non-Permanent service. The charge reflects costs associated with Grant PUD owning, operating and maintaining the Non-Permanent facilities. This charge is for use of the facilities only and does not include Electric Service. The charge is calculated using standard Grant PUD accounting practices.
<b>Premises</b>	The building and land that constitutes the location where a Customer will be accepting Electric Power under a Rate Schedule and this Customer Service Policy. Premises is both singular and plural.
<b>Rate Schedule</b>	Any Commission approved method to calculate a Customer's bill for Electric Service for a given time frame, determined by service dates. The methods describe the billing components such as minimum fees, basic charges, cost of the various billing determinants such as energy use and billing demand. Rate Schedules can be found at <a href="http://grantpud.org">grantpud.org</a> .
<b>Renewable Energy</b>	As defined in RCW 80.60.010, means "energy generated by a facility that uses water, wind, solar energy, or biogas from animal waste as a fuel".
<b>Secondary Service</b>	The wire providing service from Grant PUD's facilities to a Customer's meter.
<b>Simple Service</b>	Any Customer project that only requires a Customer's secondary service wire to be connected to Grant PUD's existing facilities. This would include any inspections needed as well as making the final connection and setting the meter.
<b>Simple Service Fee</b>	A Customer paid charge that is collected for a Simple Service.
<b>Start of Electric Service</b>	The date and time when a Customer starts accepting deliveries of Electric Power under an approved Rate Schedule.
<b>Termination Charge</b>	A Customer paid amount to reflect the Grant PUD's costs to remove Line Extension Facilities no longer being used by the Customer. The amount to be paid by the Customer shall reflect the cost of labor to remove the Line Extension plus a pro-rated portion of any unsalvageable equipment and materials.
<b>Up and Down Charge</b>	Customer paid amount for Grant PUD to providing install or construct non-permanent Facilities for the delivery of Electric Service on short-term, interim or provisional basis. The charge shall be based on all
<b>VAR kVAR MVAR</b>	A technical term that refers to the component of the Electric Power that is not used to perform work such as rotating the shaft of an electric motor but provides the component that maintains voltage and provides the magnetic field required to turn an Electric motor's shaft. Sometimes this term is also referred to as 'reactive power'. The prefix k and M stand for one thousand (1,000) and one million (1,000,000) respectively. kVAR means kilovolt-ampere reactive and MVAR means megavolt- ampere reactive.

Term	Definition
<b>VARh</b> <b>kVARh</b> <b>MVARh</b>	<p>The amount of reactive power, measured in VAR delivered in one hour.</p> <p>The prefix k and M stand for one thousand (1,000) and one million (1,000,000) respectively. kVARh means kilovolt-ampere reactive hour and is often used to calculate Billing Determinants by Grant PUD and MVARh means megavolt-ampere reactive hour, more commonly used in wholesale electric markets.</p>
<b>Volt-ampere (VA)</b> <b>(kVA, MVA)</b>	<p>The product of the current and voltage of a load. Represents the total burden the load places on the Electric System. Often referred to as 'apparent power' it is generally the limiting characteristic of Facilities.</p> <p>The prefix k and M stand for one thousand (1,000) and one million (1,000,000) respectively. kVA means kilovolt-ampere and MVA means megavolt-ampere.</p>
<b>Watt</b> <b>kW</b> <b>MW</b>	<p>The measurement of power in the International System of Units (SI) the equivalent of horsepower in the English measurement system. Watts are the component of volt-amperes that perform work such as rotate the shaft of an electric motor or produce light from a light bulb.</p> <p>The prefix k and M stand for one thousand (1,000) and one million (1,000,000) respectively. kW means kilowatt and MW means megawatt.</p>
<b>kWh</b>	<p>Kilowatt-hour and is the most common billing determinant used by Grant PUD representing the amount of Electric Power, measured in thousands of watts delivered in one hour. The prefix k stands for one thousand (1,000).</p>

## 2.0 GENERAL POLICIES

### 2.1 RATE APPLICABILITY

#### 2.1.1 Metering Point

The rates of Grant PUD are based upon the supply of service to the entire premises through a single metering point. Separate metering points will be billed individually unless aggregated for Large Power Customer Electric Service Above 500 kW/kVa. Refer to Section 8.0.

#### 2.1.2 Determination of Applicability

Grant PUD shall determine the applicable rate schedule to be applied for each Customer load based on available information. In the case of multiple Customer meters or facilities, Grant PUD reserves the right to aggregate Customer loads and meter reads for purposes of determining the applicable rate schedule. If over time a Customer's electrical usage or load characteristics change in a way that would qualify the Customer to be on a different rate schedule, it shall be the obligation of the Customer to notify Grant PUD of such changes. Changes in applicable rate schedules will be made on a prospective basis only.

If a Customer exceeds the billing demand limit of their current rate schedule they may be moved to the appropriate schedule for future billings. If the Customer has been below the billing demand limit of their current rate schedule for a period of at least (12) consecutive calendar months they may request Grant PUD move them to the rate schedule appropriate for their current billing demand.

### 2.2 RATE SCHEDULES

The rates of Grant PUD are based upon a balance between electric service requirements, environmental considerations, and cost. Rate schedules have been adopted by Grant PUD's Commission to establish charges for service according to classification of Customers. Copies of the rate schedules are available upon request.

Schedule No. 1	Domestic Service
Schedule No. 2	General Service
Schedule No. 3	Irrigation Service
Schedule No. 6	Street Lighting Service
Schedule No. 7	Large General Service
Schedule No. 13	Alternative Energy Resources
Schedule No. 13SS	Specified Source Purchase
Schedule No. 13REC	Renewable Energy Certificate Purchase
Schedule No. 14	Industrial Service
Schedule No. 15	Large Industrial Service
Schedule No. 16	Agricultural Food Processing Service
Schedule No. 17	Evolving Industry Service
<del>Schedule No. 18</del>	<del>Estimated Unmet District Load Cost Recovery Adjustment Clause "EUDL CRAC" Rider</del>
<del>Schedule No. 19</del>	<del>Fast Charging Electric Vehicle Service</del>
Schedule No. 85	Agricultural Food Processing Boiler Service
Schedule No. 94	New Large Load Service

#### 2.2.1 Rate Schedule Exceptions

Service may be supplied to Customers not coming within the scope of the regular rate schedules of Grant PUD; provided that such service shall be covered by separate contract and shall be approved by the Commissioners of Grant PUD.

### 2.3 NEW LOADS

Service to New Large Loads will only be made pursuant to Rate Schedule No. 94, New Large Load Service.

### 2.4 EXCLUSIVE SOURCE AND RESALE

Unless otherwise provided by special contract, service will be rendered only to those loads which secure their source of electric power exclusively from Grant PUD. Unless otherwise provided in the contract, the Customer shall not resell the electric energy purchased from Grant PUD.

### 2.5 GRANT PUD'S OBLIGATIONS

Grant PUD will attempt to provide, but does not guarantee, a regular and uninterrupted supply of service. Grant PUD may suspend the delivery of electric service for the purpose of making repairs or improvements to its system. Grant PUD will attempt to provide reasonable advance notice of such suspension to the Customer. Repairs or improvements that can be scheduled will be scheduled, when feasible, at such time as to minimize impact to Grant PUD Customers. In making repairs and improvements to Grant PUD's electrical system, Grant PUD will do so with diligence and complete them as soon as reasonably practicable in accordance with prudent utility practice. Electric Service is inherently subject to interruption, suspension, curtailment and fluctuation. In no event, however, shall Grant PUD be liable to its Customers or any other persons for any damages to person or property arising out of, or related to, any interruption, suspension, curtailment or fluctuation in service if such interruption, suspension, curtailment or fluctuation results in whole or part from any of the following:

- A. Causes beyond Grant PUD's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, acts of the elements, court orders, insurrections or riots, generation failures, lack of sufficient generating capacity, breakdowns of or damage to equipment/facilities of Grant PUD or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which Grant PUD's system is interconnected and acts or omissions of third parties.
- B. Repair, maintenance, improvement, renewal or replacement work on Grant PUD's electrical system, which work, in the sole judgment of Grant PUD, is necessary or prudent.
- C. Automatic or manual actions taken by Grant PUD, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of Grant PUD's electrical system or any electrical system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, and switches. Automatic equipment is preset to operate under certain prescribed conditions, which in the sole judgment of Grant PUD, threaten system performance, integrity, reliability and stability.
- D. Actions taken to conserve energy.

The limitation of liability provisions set forth above and in Section 2.5.1 shall apply notwithstanding any negligence of Grant PUD, unless the actions of Grant PUD are determined to be intentional or shall constitute gross negligence.

#### 2.5.1 Limitations of Damages

In no event shall Grant PUD have any obligation or liability for any lost profits, consequential, incidental, indirect, special, or punitive damages of any type arising out of, or in any way connected to, Grant PUD's supply electricity or any interruption, suspension, curtailment or fluctuation thereof regardless of the causes thereof.



## 2.6 CUSTOMER'S OBLIGATIONS

### 2.6.1 Increased Load

In the event the Customer desires to increase load, the Customer shall request new service from Grant PUD. If the Customer fails to notify Grant PUD and Grant PUD's equipment is damaged as a result of such increase in load, the Customer shall reimburse for all repair and replacement costs to Grant PUD.

### 2.6.2 Balancing of Load

Except in the case of three-phase four-wire delta services, the current unbalance in three-phase services shall not exceed 10 percent of the current, which would be required at maximum load under balanced conditions.

### 2.6.3 Total Harmonic Distortion (THD)

1. The application of any nonlinear load by the Customer (e.g., static power converters, arc furnaces, adjustable speed drive systems, etc.) shall not cause voltage and/or current Total Harmonic Distortion (THD) levels greater than the levels as recommended by IEEE standard 519-1992, or subsequent revision, on Grant PUD's electric system at the point of power delivery to the Customer's facility. Grant PUD will determine the appropriate SCR (short circuit ratio) at the Customer's facility for the purpose of applying IEEE 519.
2. The Customer shall disclose to Grant PUD all nonlinear loads prior to connection. Grant PUD may test the Customer's load to determine the THD levels.
3. It shall be the responsibility of the Customer to assure that the THD requirements are met, including the purchase of necessary filtering equipment. Any load found not in compliance with this policy shall be corrected immediately by the Customer at the Customer's expense. If not corrected, Grant PUD may terminate service to the Customer's facility.
4. The Customer shall be liable for all damages, losses, claims, costs, expenses and liabilities of any kind or nature arising out of, caused by, or in any way connected with the application by the Customer of any nonlinear load operating with maximum THD levels in excess of the values stated in paragraph 1. The Customer shall hold harmless and indemnify Grant PUD from and against any claims, losses, costs of investigation, expenses, reasonable attorneys' fees, damages and liabilities of any kind or nature arising out of, caused by, or in any way connected with the application by the Customer of any nonlinear load operating with maximum THD levels in excess of the values stated in paragraph 1.

### 2.6.4 Surge Protection

The Customer shall be responsible to provide surge protection for all voltage sensitive equipment such as electronic appliances or devices.

## 2.7 APPLICATION FOR SERVICE

Grant PUD will accept application for electric service over the telephone or by personal visit to any of Grant PUD's Local Offices and the following shall apply:

- A. All applicants for electric service shall provide Grant PUD with service and billing information as required and agree to Grant PUD's terms and conditions for service.
- B. Acceptance of service shall subject the Customer to compliance with the terms of the applicable rate schedule, Grant PUD's Customer Service Policies, Grant PUD Workbooks and Initiatives. The Customer is responsible for all electricity used until notification of the change in occupancy has been received by Grant PUD.

- C. All applicants shall provide the following information or documentation:
  - 1. A full name, mailing address and service address where services are to be delivered.
  - 2. Full name of any occupants over 18 years of age living where services are to be delivered who are authorized to conduct transactions on the account.
  - 3. Proof of identity, such as a valid social security number and/or government-issued picture identification. Other identification may be accepted at Grant PUD's discretion provided it convincingly proves the identity of the prospective Customer.
  - 4. At least one active primary telephone number and email address (if available) where the Customer can be contacted.
  - 5. Whether service termination would create a danger to the health of any occupant(s) residing therein.

## 2.8 DISCONNECTING SERVICES

Customers requesting service disconnects must contact Grant PUD by telephone or in person. Grant PUD will execute service disconnects according to the following:

- A. At the time a Customer requests service disconnect Grant PUD will attempt to verify (1) the individual's identity by personal recognition, social security number, driver's license or other identification, (2) the authority of the individual to request the disconnect when there is reason to question the identity of the requesting party, (3) the name and mailing address of the occupant of the residence where electric service is to be terminated, and (4) whether any occupant would be endangered by the termination of service. If Grant PUD obtains information that the residence is being occupied by someone other than the person making the termination request, Grant PUD will inform such person that services may not be discontinued until the occupant is given a minimum period of five days to put service in his/her own name.
- B. If Grant PUD has no reason to believe that the premises are occupied by a person other than the one making the request, or that any occupant's health will be endangered, Grant PUD may proceed to terminate electric service. However, before service is terminated, the employee executing the non-remote disconnect will make a reasonable effort to inspect the property for which termination has been requested in order to ascertain whether the property is occupied by persons other than the one making the termination request or to determine whether extenuating circumstances, such as conditions endangering life or property, may result from the disconnect. If such circumstances appear to exist, or if Grant PUD has actual notice or reason to believe that someone other than the person requesting the termination is residing at the premises, then a five-day notice will be left at the premises and the disconnect will be held in abeyance until an investigation can be made by the Local Office.
- C. Where Grant PUD does not have reasonable belief after inspection that someone other than the person requesting termination occupies the premises, or that extenuating circumstances exist, such as life or property-endangering conditions, Grant PUD may terminate service. However, in the event Grant PUD fulfills the request to terminate utility service, it may post on the door of the property a notice which will inform any occupants of the premises that they may request immediate restoration of the utility service.
- D. For single-family units or individually-metered multi-family units, if the premises are occupied by a person other than the Customer of record, Grant PUD will upon request transfer electric service into the occupant's name. With respect to such transfer of service:

the occupant will not be responsible for any charges accrued prior to the date notice of opportunity to place service in the user's name is provided (except where occupant has agreed by lease to pay for electrical service, in which case charges will begin on the date the tenancy began).

- E. For residential buildings containing more than one dwelling unit in which service is not individually provided, a five-day notice will be provided giving the occupants an opportunity to put service in their own name(s).
- F. Refer to Section 6.18Z of these policies for disconnects for nonpayment.

## 2.9 LIFE SUPPORT SYSTEMS

Grant PUD is unable to guarantee constant or continuous electric service. Grant PUD will make reasonable effort to notify all known electrically supplied life support system Customers of planned power outages, in advance, giving the date, time and estimated length of planned power outages.

### 2.9.1 Customer Obligations

It shall be the responsibility of the Customer to furnish Grant PUD by phone or in writing a telephone number and/or email address which will enable timely contact by Grant PUD 24 hours per day, 365 days per year and to notify Grant PUD of any change in telephone number and/or email address; and of any change in the medical situation of the person on life support services. If a customer no longer has life support, it shall be the responsibility of the customer to notify Grant PUD.

## 2.10 DAMAGE TO GRANT PUD FACILITIES

Each individual, group, or organization shall pay Grant PUD for all damages to, or destruction of, property of Grant PUD where such is caused by the individual, group, or organization, except that Grant PUD will not require payment for accidental damage to poles resulting from weed and brush burning. Customer shall be responsible to reimburse Grant PUD for any damage to Grant PUD transformers or other Grant PUD facilities, caused by Customer overloading said facilities.

## 2.11 DISCLOSURE OF PUBLIC RECORDS

Public records of Grant PUD are available for inspection and copying. Policies and procedures related to disclosure of public records are available on Grant PUD's Web site or can be requested by contacting our offices.

## 2.12 SERVICE OUTSIDE GRANT COUNTY

Grant PUD will only serve loads outside of Grant County in areas that are covered under Agreements with the serving utility for the area. Service shall be in accordance with the terms of the Agreement. Requests for service outside of Grant County in areas not covered under an Agreement will be considered on an individual basis by Grant PUD's Commissioners. Refer to Section 4.5, Calculation of Charges, for Customer cost obligations for service outside Grant County.

## 2.13 UNDERGROUND FACILITIES

Grant PUD will install electrical facilities underground at Grant PUD expense in the following situations:

- A. Substation underground feeder get-a-ways.
- B. When determined by Grant PUD that applicable electrical codes or public safety considerations require placement of electrical facilities underground.
- C. Transmission lines and Area Feeders where it is more economically beneficial to Grant PUD to place electrical facilities underground. In making this determination, Grant PUD will consider capital investment costs, projected operations and maintenance costs, and public safety consideration.

- D. Except as otherwise specifically provided above or in Section 4.2 of these Customer Service Policies, all costs incurred by Grant PUD in connection with placement of electrical facilities underground shall be the responsibility and paid by the Customer or municipality requesting or requiring underground service.

#### 2.14 REVENUE PROTECTION AND POWER DIVERSION

The purpose of Grant PUD's Revenue Protection Policy is to reduce or eliminate revenue loss due to metering defects and power diversion. The policy establishes a program for the prevention, detection and responsive action to be taken with regard to power diversion on Grant PUD's system.

The significant elements of this policy include the following:

- A. Meter Seals. All Grant PUD meters and associated equipment utilized for billing purposes will be sealed. Included will be meters utilized for measuring KWH, KW, KVARH, potential and current transformer enclosures and test switches.
- B. Meter Sealing Fee. If a service has been reconnected which has been previously disconnected or a meter seal has been cut on an active service WITHOUT PRIOR AUTHORIZATION from Grant PUD, a fee will be charged to the Customer, owner, or person in control of the premises, refer to fee schedule. Prior authorization may be obtained from Grant PUD. Additional fees shall be assessed if power diversion has occurred.
- C. Meter Testing. Grant PUD meters utilized for billing purposes will be tested periodically to assure all meters operate within the accuracy limits established for each type and class of meter.
- D. Power Diversion/Theft of Power. Diversion of power, as defined in RCW 80.28.240, is strictly prohibited. The Customer, owner, or person in control of the premises will be presumed liable for all losses, damages and costs related to such actions.
- E. Violations. Grant PUD may seek prosecution for any power diversion, destruction of Grant PUD property and other violations of law affecting delivery of its services, and will pursue collection for any losses, damages and costs related to such actions to the full extent provided by law.
- F. Investigations. Grant PUD personnel will determine if power diversion has occurred. A preliminary investigation shall include an evaluation of the Customer's account history, examination of on-site conditions by appropriate personnel and other pertinent information.
- G. Notice. After the investigation is complete and Grant PUD determines that power diversion has occurred, the Customer shall be notified that power diversion has occurred and:
  1. The Customer has been assessed all of the damages, if any, plus the costs incurred on account of the bypassing, tampering, or unauthorized reconnection, including, but not limited to, costs and expenses for investigation, disconnection, reconnection and service calls;
  2. The Customer may be billed up to triple the amount of actual damages as provided by RCW 80.28.240; and
  3. That all sums due must be paid within 30 days unless other arrangements acceptable to Grant PUD are made;
  4. If a civil action becomes necessary, Grant PUD shall seek to recover its costs of suit, reasonable attorneys' fees and expert witness fees; and

Effective ~~9/1/2023~~ 9/1/2024

H. Connection and Disconnection. Grant PUD may refuse to connect or may disconnect service to a Customer for unlawful current diversion, theft of power or other violation of Grant PUD's Customer Service Policy, until all charges, losses and damages have been paid in full or other arrangements acceptable to Grant PUD have been made. Grant PUD will attempt to give the Customer reasonable advance notice of the disconnection including the reasons for the disconnection and the time of the disconnection.

#### 2.15 INFORMAL CONFERENCE /~~HEARINGS~~

Customers having questions about or disputing the application of these policies, billings or Rate Schedules may request an informal conference with a Grant PUD representative by calling a Grant PUD Customer Solutions Supervisor or Manager. The informal conference may be conducted by telephone or in person at the Customer's request. The Customer may present any information which the Customer deems relevant to the matter. ~~If, following the informal conference, the Customer wishes to pursue the matter, the Customer may request a hearing with Grant PUD's designated Hearing Officer. The hearing will be scheduled at a mutually convenient time and the Hearing Officer shall render his or her decision in writing as soon as practical.~~

### **3.0 CONSERVATION**

Grant PUD recognizes the value of conservation and retail energy services. Therefore, the Energy Services Department shall pursue cost-effective energy conservation resources. A current list of all available programs is available from Grant PUD's Energy Services Department. Any use of Grant PUD funds for conservation purposes shall be in accordance with applicable laws.

### **3.1 DEMAND RESPONSE**

Grant PUD recognizes that wholesale electric prices and various operational constraints can materially impact its overall cost to serve its customers. The ability to work with Customers to schedule or manage when electric power is consumed (Demand Response) provides value to all Customers, not just the participants. Grant PUD staff may develop rate schedules to capture seasonal, monthly, weekly, daily, or hourly value. In addition, Grant PUD may work with certain customers or groups of customers to develop Demand Response arrangements such as avoiding placing incremental load on or reducing loads on Grant PUD's electric system for safety improvement, economic benefit, operational flexibility, or reliability purposes provided the arrangement is designed to reduce Grant PUD's power costs or generates incremental value for all its Customers. Customers who are able to participate in Demand Response will typically receive the benefit in the form of a billing credit unless specific arrangements are made prior to entering into the activity.

### **3.2 RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND IRRIGATION ASSISTANCE**

Any Customer of Grant PUD, in these sectors, is eligible for conservation assistance to the extent Grant PUD has the necessary equipment and expertise to provide it. Rebates and/or cost sharing will be offered as provided by Washington State Law and to the extent funding is available and cost effective to Grant PUD.

#### 4.0 LINE EXTENSION POLICY FOR CUSTOMER SERVICES UNDER 500 KW

A Line Extension is an addition or modification of electrical equipment and/or an increase in the size or length of Grant PUD's existing electrical facilities to serve new customer electric load within Grant PUD's service area. Line Extensions are categorized as consisting of either Overhead or Underground electrical facilities or a combination of both.

Grant PUD will extend or modify its facilities through Simple Service or Line Extensions to Permanent, Non-Permanent or Construction Temporary Services. Facilities will be extended to provide service under applicable Rate Schedules in accordance with Grant PUD Construction Standards. Customer supplied fiber optic conduit is for Grant PUD fiber optic cable only. Each line extension will be subject to evaluation as to feasibility, permanence, and compatibility with Grant PUD's system. Final determination as to specific conditions applicable to the extension, type of construction, route and design shall be made solely by Grant PUD.

Customer compliance with Grant PUD Policies and Construction Standards are a condition of service. The Customer is required to sign a Service Connection Agreement for any proposed Line Extension and pay any applicable Line Extension Fees.

#### 4.1 OVERHEAD LINE EXTENSIONS

When Grant PUD determines overhead facilities should be installed to serve a Customer, at the Customer's expense, Grant PUD will provide and install all materials and equipment necessary to provide said service from its existing facilities to the Connection Point in accordance with current Grant PUD Construction Standards. Grant PUD will own and maintain all overhead Secondary Services after they are energized.

#### 4.2 UNDERGROUND LINE EXTENSIONS

When the District determines underground facilities should be installed to serve a Customer, the installation shall be made on the same basis as overhead and in conformance with all other District policies and standards applicable to underground service (refer to Section 4.11 for Customer obligations for Backbone Facilities). ~~All conduit installed by the Customer shall contain a continuous length of knot-free ¼ inch polypropylene pull rope or Herculine P1250W ½" polyester pull tape with a two-foot tail at each end, regardless of the length of the run of conduit.~~

Grant PUD will own and maintain all underground Secondary Services providing power to any single family home ~~or~~ any single unit manufactured/mobile home, ~~and any single structure duplex.~~ Grant PUD will own and maintain any secondary irrigation service that is fed directly from a pole with a transformer bank on it if the meter to the meter (if meter is within twenty feet of the pole), ~~and any single structure duplex.~~ Grant PUD will also own and maintain any secondary irrigation service that is fed from a padmount transformer if the meter is within twenty feet of the padmount transformer. The Customer will own all underground Secondary Services providing power to commercial buildings, multi-family buildings, mobile home parks, and potentially others not mentioned here.

##### Examples

- A. Single house on an individual lot – Grant PUD owns the secondary wire from the connection point to the meter.
- B. Single mobile home on an individual lot – Grant PUD owns the secondary wire from the connection point to the meter.
- C. One duplex on an individual lot – Grant PUD owns the secondary wire from the connection point to the meter.
- D. Irrigation service for a crop – Grant PUD owns the secondary wire from the pole to the metering equipment as long as the metering equipment is within twenty feet of the pole with the transformer bank on it. ~~For underground irrigation services – Grant PUD owns the secondary wire from the padmount transformer to the metering equipment as long as~~

the metering equipment is within twenty feet of the padmount transformer.

- E. Small or large commercial building on an individual lot – Customer owns the secondary wire from the connection point to the metering equipment.
- F. Two or more duplexes on the same lot – Customer owns the secondary wire from the connection point to the metering equipment.
- G. Any service inside of a mobile home park – Customer owns the secondary wire from the connection point to the metering equipment.
- H. Multi-unit building on an individual lot – Customer owns the secondary wire from the connection point to the metering equipment.
- I. One meter controlling landscape lighting and sprinkler system at an entrance to a plat – Customer owns the secondary wire from the connection point to the metering equipment.

#### 4.3 TYPES OF SERVICE

##### 4.3.1 Permanent Service

For Line Extensions to permanent electric loads, all of the following conditions must be met:

- A. The need for electricity is intended to be permanent in the location applied for.
- B. The property owner must sign a Service Connection Agreement.
- C. The Customer must furnish all necessary permits, licenses and other governmental approvals required in connection with the line extension.
- D. When deemed necessary by Grant PUD, the Customer shall provide perpetual easements, permits and/or licenses required in connection with the line extension.
- E. For all water pumping loads, excluding domestic wells, Grant PUD reserves the right to require the Customer to provide a written permit from the agency having jurisdiction over the water to be pumped.
- F. The Customer shall make payment of the Line Extension Fee as specified in Section 4.5.1.

Service to electric loads meeting all of the conditions as set forth above shall be considered permanent.

##### 4.3.2 Non-Permanent Service

When a Customer requesting a Line Extension cannot meet the conditions set forth in Section 4.3.1 above, non-permanent service may be extended under the following conditions:

- A. The Customer must sign a Service Connection Agreement.
- B. The Customer must pay the estimated Up and Down Charge and a monthly facility charge equal to Grant PUD's Ownership Cost for the line extension as specified in Section 4.5.1. The facility charge shall continue until the Customer notifies Grant PUD to discontinue the service or when all permanency requirements are met.
- C. In the event all permanency requirements are met, the costs for the extension shall be computed according to the applicable Line Extension Policy for permanent service (Section 4.3.1) less credit for facilities charges.

##### 4.3.3 Construction Temporary Service

Where sufficient distribution facilities already exist, the Customer may install a metered temporary service, for the purpose of construction only. Service shall be provided for a Construction Temporary Service for a one-time designated fee to be determined by Grant PUD. Subsequent usage will be billed at the appropriate rate schedule up to eighteen monthsone year. At the end of eighteen monthsone year, Grant PUD will ~~either remove the service or charge the customer the simple service connection fee and consider the service permanent.~~

Service may be extended for one six-month period with re-application and payment of a second



~~Construction Temporary Service Fee. Such flat fee will be charged against the Customer's account. Where no distribution facilities exist, refer to Section 4.3.2 for construction of Non-Permanent Service.~~

#### 4.4 SERVICE REQUIREMENTS BY RATE CLASS

A. Schedule 1, Domestic Service

Domestic service is defined in Grant PUD rate schedules as single-phase service to single family dwellings, individual apartments or farmhouse. In addition to all other requirements for Line Extension as set forth by Section 4.0, a Customer(s) applying for said extension for Domestic Service shall:

1. Provide and install all material, trenching, etc., necessary for electric service from the load being served to the designated Connection Point.

Refer to Section 4.11 for Customer requirements for residential (domestic) subdivisions and Section 4.12 for manufactured home parks.

B. Schedule 2, General Service

General Service is defined in Grant PUD rate schedules as single phase or three-phase service to electric loads not to exceed 500 kW (as measured by billing demand) for general service lighting, heating and power requirements, excluding irrigation service.

In addition to all other requirements for Line Extension as set forth by Section 4.0, a Customer(s) applying for said extension for General Service shall:

1. Provide and install all material, trenching, etc., as necessary for electric service from the load being served to the designated Connection Point.

Refer to Section 4.11.1 for Customer requirements for commercial subdivisions that qualify under this rate schedule.

C. Schedule 3, Irrigation Service

Irrigation Service is defined in Grant PUD rate schedules as electric service to irrigation, orchard temperature control or soil drainage loads not to exceed 2,500 horsepower and other miscellaneous power needs including lighting.

In addition to all other requirements for Line Extension as set forth by Section 4.0, a Customer(s) applying for said extension for Irrigation Service shall:

1. Provide and install all material, trenching etc., as necessary for electric service from the load being served to the designated Connection Point ~~except for those irrigation services that are within twenty feet of Grant PUD's transformer pole.~~
2. Provide and install a District-approved concrete pad for all padmount transformers 750 KVA and larger.

D. Large Electric Service

Refer to Section 8 for additional Customer requirements for Large Electric Service above 500 kW.

#### 4.5 CALCULATION OF CHARGES

##### 4.5.1 Line Extension Fees

A. Permanent Service:

The Customer shall pay a Line Extension fee (refer to fee schedule) for services located within Grant County, unless service qualifies for a Simple Service (See Definition of Terms, Section 1.1). The Line Extension fee may be refundable upon termination of the request, less any amounts already expended or committed by Grant PUD in relation to the Line Extension request.

For Line Extension estimates in excess of \$20,000, the Customer shall be responsible for the actual cost of the project. A Customer Service Contract must be signed when the initial estimate is paid. When the project is complete and all project costs have been accumulated, Grant PUD will either refund or invoice any differential between the actual and estimated costs to the customer.

When more than one rate schedule could apply, the maximum will be established by the rate schedule which gives the lowest billing for energy usage.

The minimum payment for any Line Extension shall be equal to the Simple Service Fee.

Customers applying for Permanent Service to an electric load outside Grant County shall be required to pay 100% of the Estimated Extension Cost.

B. Simple Service Fees:

~~All Residential and Commercial~~The Customers shall pay a non-refundable Simple Service Electric fee for each electrical service to be connected, refer to fee schedule.

~~All Residential and Commercial~~The Customers shall also pay a non-refundable Simple Service Fiber fee for each electrical service to be connected, refer to fee schedule. ~~Certain exceptions may apply.~~

Non-Permanent Service:

The Customer shall pay a non-refundable Up and Down Charge for Non-Permanent Service equal to the estimated cost of furnishing, installing and removing the required facilities, less any salvage value, for service inside or outside of Grant County. In addition, the Customer shall pay a monthly facility charge equal to Grant PUD's Ownership Costs. (See Definition of Terms, Section 1.1)

C. Construction Temporary Service:

The Customer shall pay a non-refundable Construction Temporary Service Fee, refer to fee schedule.

D. Permit Fees:

In addition to payment of the appropriate Line Extension Fee, any charges levied by any agency for permits, surveys, easements, licenses, etc. necessary for the Line Extension, shall be paid for by the Customer.

#### 4.5.2 Line Extension Fee Payments

Charges for Simple Services, both Overhead and Underground, shall be included in the Customer's energy usage bill for the service. Charges for Line Extensions are due prior to scheduling construction.

Exception: Customers applying for Line Extensions to Backbone Facilities and/or Customers with an account(s) requiring a deposit under Section 6.14, shall be required to pay prior to energizing the service.

For projects with an estimated cost in excess of \$20,000, the Customer shall be responsible for the actual cost of the project. A Customer Service Contract must be signed when the initial estimate is paid. When the project is complete and all project costs have been accumulated, Grant PUD will provide to the Customer an itemized invoice reflecting all project costs incurred. Grant PUD will either refund or invoice any differential between the actual and estimated costs to the Customer. Final payment will be due ~~25~~ days after the invoice date. ~~Permanent Service will be subject to disconnection if full payment is not received by the due date.~~

Payment of the Line Extension Fee is in addition to any energy use, deposits, or outstanding invoices that may be due. Political subdivisions of the State of Washington and Agencies of the Federal Government may make payment after Grant PUD facilities are installed provided Grant PUD has received written agreement that payment will be made in full upon completion of Grant PUD work.

**Commented [CW4]:** Keeping at 25 days as this is consistent to billing system. Bob had changed to 30 days but that doesn't sync up with our billing system.

#### 4.6 MODIFICATION OF FACILITIES

Modifications are those changes to existing electrical facilities required to allow for installation of new facilities requested by a Customer. Upon request from an individual Customer Grant PUD will modify its facilities provided:

- A. The Customer signs and submits a Service Connection Agreement.
- B. The Customer pays the pro-rated Termination Charge for the modified facilities in addition to the appropriate Line Extension Fee for the new facilities.
- C. The modifications comply with current Customer Service Policies and Grant PUD Construction Standards.

#### 4.7 REBUILDING EXISTING LINES

When it becomes necessary to rebuild existing line to serve added electric load, the cost of the rebuild shall be considered as part of the Estimated Extension Cost for the new load except when the line is designated to be an Area Feeder. (See Section 4.10.1)

#### 4.8 TRANSMISSION FACILITIES

Transmission facilities required to provide for general area load growth and basic system reliability will be constructed entirely at Grant PUD expense as part of an overall development plan.

#### 4.9 SUBSTATIONS

Substations required to provide for general area load growth and basic system reliability will be constructed entirely at Grant PUD expense as part of an overall development plan.

#### 4.10 DISTRIBUTION POWER LINES

##### 4.10.1 Area Feeder Lines

Primary distribution lines designed to provide for general electric load growth and system reliability are designated as "Area Feeders". These lines are constructed at Grant PUD expense, included in the rate base and limited to the following:

- A. Incorporated Cities and Towns  
Primary lines along all platted streets and alleys inside or adjoining the city limits shall be designated as Area Feeders.
- B. Developed Irrigation Blocks  
Primary lines along all county road and state highway rights-of-way inside or adjoining developed irrigation blocks shall be designated as Area Feeders.
- C. Proposed Irrigation Blocks  
When, in the opinion of Grant PUD, the road plan and canal construction schedule has been established, all distribution lines along county road and state highway rights-of-way shall be designated as Area Feeders. When requested by a Customer to provide service inside the proposed irrigation block more than one year prior to scheduled delivery of irrigation water, Grant PUD will construct the necessary area feeders, the size and location being in accordance with the feeder plan for the block. The Customer requesting the service shall enter into an agreement to pay the annual interest on Grant PUD's estimated investment for the Area Feeder(s). Said agreement shall continue for ten (10) years or until irrigation water is delivered to the block.  
  
When no road plan or canal construction schedule has been established, Grant PUD will construct requested lines to serve Customer loads without consideration of the area becoming an irrigation block and the estimated construction costs shall be included as part of the Estimated Extension Cost.
- D. Sandwells Irrigation Block  
Primary lines along all established and legally recorded county road and state highway

rights-of-way inside or adjoining the Sandwells area shall be designated as Area Feeders. (Refer to Grant PUD maps for boundaries of the Sandwells area.)

E. Other

Certain distribution facilities that extend into areas of anticipated development or that are for the purpose of system reliability may be designated as Area Feeders at the sole discretion of Grant PUD.

**4.10.2 Distribution Power Lines That Are Not Area Feeders**

Essentially, a "Non-Area Feeder" is any primary distribution line not meeting the criteria established by Section 4.10.1. Additionally, Extensions (Backbone Facilities) into residential and commercial subdivisions shall not be considered Area Feeders. Construction costs for distribution lines that are not designated, as Area Feeders shall be included as part of the Estimated Extension Cost except as follows:

- A. When it is deemed necessary by Grant PUD to add a distribution system neutral conductor to an existing power line, Grant PUD will pay 100% of the construction cost for the addition of the system neutral.

**4.11 EXTENSIONS TO RESIDENTIAL/COMMERCIAL SUBDIVISIONS**

**4.11.1 Approved Subdivisions**

Grant PUD will extend electric service to any new city or county approved subdivision according to the following conditions:

- A. The Customer must provide a Backbone Facility design in accordance with Grant PUD Construction Standards, subject to Grant PUD approval.
- B. The Customer must pay the appropriate Line Extension Fee as required by Section 4.5.1, prior to construction.
- C. All trenching, conduit, transformer boxes, pads, junction boxes, fiber vaults, fiber handholes, sand bedding and backfill shall be provided and installed by the Customer in accordance with Grant PUD Construction Standards. The Customer shall not excavate or install any part of the backbone conduit and vault system prior to Grant PUD providing an approved plat development design drawing.
- D. The costs for Off-Site Facilities or Line Extensions outside the boundaries of a residential or commercial subdivision necessary for providing service to the subdivision, will be included as part of the Estimated Line Extension Costs for the subdivision.

**4.11.2 Services within a Subdivision**

Grant PUD facilities installed in addition to a Backbone Facility to serve individual Customers shall be considered a separate Extension and subject to the appropriate Section(s) of Line Extension Policy 4.0.

Where Backbone Facilities have not been provided for by a developer, any Customer(s) requesting service within the subdivision shall be responsible for the necessary Backbone Facilities in accordance with Line Extension Policy, Section 4.11, as if he/she were the developer.

**4.12 MANUFACTURED HOME / MOBILE HOME PARKS**

Line Extensions will be made to new manufactured home parks and additions will be made to existing mobile home/manufactured home parks under the following conditions:

- A. If the Line Extension is considered to be permanent, construction will be done in accordance with the Line Extension Policy, Section 4.11.1.
- B. Grant PUD will consider a Line Extension permanent in cases where the Customer makes a substantial permanent investment in other improvements. This requirement will be satisfied when initial improvements include permanent water and sewer facilities, graded and paved or graveled streets and electric service entrance capability at each manufactured

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home or mobile home space.

- C. Grant PUD will provide the appropriate electrical system to the Connection Point(s). For an individual manufactured/mobile home, the Connection Point will be at the moped/pedestal, and Grant PUD will own and maintain the underground conduit and secondary service wire up to the meter after the service is energized. For manufactured/mobile homes within a mobile home park, the Connection Point will either be at the transformer or at the moped/pedestal and will be dependent on the design. For manufactured/mobile homes within a newly developed mobile home park, the Customer will own and maintain the underground conduit and secondary service wire from the Connection Point to the meter(s) after the service is energized. For manufactured/mobile homes within an existing (previously developed) mobile home park, Grant PUD will own and maintain the underground conduit and secondary service wire up to the meter after the service is energized.

#### 4.13 UNUSED IRRIGATION SERVICE FACILITIES

Grant PUD-owned irrigation service facilities may be removed by Grant PUD at any time following disconnection for nonpayment of arrears from a previous irrigation billing season.

## **5.0 SERVICE AND METER REGULATIONS**

### **5.1 AVAILABILITY AND CONDITIONS OF SERVICE**

#### **5.1.1 Determination of Availability**

The availability of service for the equipment to be used shall be determined by Grant PUD before proceeding with the wiring or the installation of equipment. Grant PUD shall advise the Customer of the available phase and voltage for that service, and of any required reduced voltage motor starting equipment to protect the service to its other customers (see Section 5.3.3).

#### **5.1.2 Compliance with Regulations and Codes**

The Customer's wiring and equipment shall comply with State, Municipal and Grant PUD regulations, the National Electrical Code and the National Electrical Safety Code. Grant PUD reserves the right to discontinue service at any time, or refuse to connect where such service will adversely affect the service to its Customers, or where the Customer has not complied with said regulations and codes, or where the Customer's equipment or wiring are found to be defective or dangerous, until the same are repaired to the satisfaction of Grant PUD; however, Grant PUD is not obligated to inspect the Customer's electrical property and assumes no liability for the condition of, or resultant damage or injury from, the Customer's electrical property.

#### **5.1.3 Access to and Care of Grant PUD Property**

Grant PUD shall have the right, through its employees or other agents, to enter upon the premises of the Customer at all times for the purpose of reading, inspecting, repairing or removing the metering devices, appliances and wiring owned by Grant PUD. The Customer shall provide space for, and exercise proper care to protect Grant PUD property on the Customer's premises. Such property shall include, but is not limited to, meters, instrument transformers, wires and other facilities installed by Grant PUD. In the event of damage to Grant PUD property, the Customer, owner, or person in control will be presumed to be liable for the cost to repair or replace Grant PUD property, which is damaged or destroyed. If power diversion has occurred, Grant PUD may recover additional costs, expenses, and damages as provided under Customer Service Policy 2.14 or other applicable law. Additionally, the Customer shall have such rights to conferences with Grant PUD personnel as are provided in Customer Service Policy 2.14.

#### **5.1.4 Customer Responsibility**

Nothing in these Policies shall be construed as placing upon Grant PUD any responsibility for the condition of the Customer's wiring or equipment, and Grant PUD shall not be held liable for any loss or damage resulting from defects in the Customer's installation and shall not be held liable for damage to persons or property arising from the use of the service on the premises of the Customer.

#### **5.1.5 Separate Services**

Grant PUD will not totalize metering of separate services. Where Grant PUD contracts to furnish separate transformers to provide multiple services or multiple voltages for the mutual benefit of Grant PUD and the Customer, metering and billing shall be either by separate services at low voltage or consolidated at high voltage and include transformation losses.

Separate Customers shall have separate metering and separate accounts, subject to the conditions set forth in Section 2.1.1. Grant PUD will not allow two or more separate customers to combine or totalize metering.

#### **5.1.6 Backup and Maintenance Power**

Backup power and maintenance power will be provided by Grant PUD upon request, to Cogeneration and Small Power Production Facilities as defined under the Public Utilities Regulatory Policies Act of 1978. Grant PUD shall provide excitation power during interconnected parallel operations with Cogeneration and Small Power Production Facilities of 100 kW or less.

#### **5.1.7 Station Service - Customer Owned**

Station Service Power for Customer-owned generating facilities will be provided by Grant PUD only when the facility is not generating power.

### **5.2 SERVICE LATERAL AND POINT OF CONNECTION**

The route of the service and the location of the service connection and metering equipment shall be determined by Grant PUD. Any wiring not complying with these Policies and installed without first determining the location of the service connection and/or meters will have to be brought into compliance with these Policies upon notification by Grant PUD.

#### **5.2.1 Overhead Service Laterals**

- A. For overhead service, the service entrance shall be so located that the secondary service wires installed by Grant PUD will reach the service entrance by attachment at one location only on the building.
- B. The point of service attachment of an overhead service on the building shall be of sufficient height to provide the required ground clearance for secondary service drop conductors. A service mast or other approved structure to terminate secondary service conductors or reinforcement of the building for adequate anchorage shall be provided and installed by the Customer or their contractor. Grant PUD will supply, for installation by the Customer, anchor bolts for service attachments to concrete, masonry, or other buildings where necessary.
- C. Only one set of service entrance conductors will be connected to any one overhead secondary service drop except by special approval of Grant PUD.
- D. Grant PUD will supply and install, as part of the Customer extension costs, meter poles for overhead services. The meter pole shall then be owned and maintained by the Customer.
- E. Permission must be obtained before attachments are made to Grant PUD owned poles. Attachments to Grant PUD owned poles shall be done strictly in accordance with Grant PUD specifications.

#### **5.2.2 Underground Service Laterals**

- A. In general, a building or other premises will be supplied through only one underground service lateral. Where the use of multiple service entrance conductors is necessary, the means and location of connection to the underground service lateral shall be determined by Grant PUD.
- B. The Customer is responsible for trench, conduit, sand bedding and backfill in accordance with Grant PUD specifications.
- C. Where conductors are buried directly in the earth, supplementary mechanical protection may be required by Grant PUD.
- D. Each underground installation shall be in accordance with specifications and drawings available from Grant PUD.

### 5.3 SERVICE ENTRANCE INSTALLATION AND EQUIPMENT

#### 5.3.1 Responsibility of Customer/Grant PUD

All service entrance equipment, instrument transformer enclosures, meter enclosures, meter sockets, conduits and raceways are the responsibility of the Customer and shall be of a type approved by Grant PUD. The instrument transformers secondary circuit conductors will be supplied and installed by Grant PUD.

#### 5.3.2 Wiring

The Customer shall provide and install all wiring between the Connection Point and the metering equipment with said installation subject to the provisions of Section 5.1.2. When the use of multiple conduits is necessary, the weatherheads shall be grouped such that none is more than 18 inches from the point of service attachment on the building. Underground wiring shall be buried enclosed in conduit (i.e. direct buried cable is not allowed).

#### 5.3.3 Protective Devices

Suitable protective devices on the Customer's premises may be required whenever Grant PUD deems such installation necessary to protect its property or that of its other Customers.

Grant PUD may require installation of reduced voltage starting equipment by the Customer in cases where across the line motor starting would result in excessive voltage disturbances to other Customers or to Grant PUD's system. Grant PUD will furnish the Customer with written motor starting requirements based on the motor horsepower information given at the time of formal application for service. These requirements will be furnished only to the Customer. Construction and/or energization of Grant PUD Facilities to serve motor loads will not occur until the Customer acknowledges receipt of said requirements by signing and returning the motor starting requirements letter.

#### 5.3.4 Protective Equipment on Motor Installations

On motor installations, adequate relays or other approved protective equipment to guard any and all motors against damage due to excessive under voltage and to protect three-phase motors against damage from single-phasing operation shall be the responsibility of the Customer. Three-phase motors equipped for restarting after a service interruption should be protected against any line condition resulting in single-phase service to the motors (single-phasing). Automatic restarting on 50 HP and larger motors must be approved by Grant PUD prior to installation.

It is recommended that three thermal over-current devices (for three-phase motors) and, in addition, dual element time delay fuses or circuit breakers of suitable rating be installed as minimum protection.

#### 5.3.5 Service Connection

Service connections will be made only after it has been determined Grant PUD Construction Standards have been met and the Customer's electrical equipment/installation has been approved by a Washington State Electrical Inspector. Said equipment must display the State of Washington "Safe Wiring Decal", legibly filled out and readily accessible.

A False Call Fee will apply when a customer requests Grant PUD service and is not prepared when Grant PUD arrives on site at the requested timeframe, refer to fee schedule.

### 5.4 METER LOCATIONS

#### 5.4.1 Placement of Meters

Grant PUD encourages placement of meters as close as possible to the designated Connection Point. In any event, meters or metering equipment shall be placed in locations that allow Grant



PUD free and safe access for installing, removing, testing, and reading. Metering equipment shall not be installed over open pits, moving machinery or hatchways. There shall be ample clearance from any such openings or hazardous locations and there shall be at least three (3) feet of unobstructed space between the nearest point of said metering equipment and any obstructions.

- A. Metering for residences shall be installed on the outside of the building, not enclosed, and readily accessible for meter reading and maintenance. (See Section 5.4.7)
- B. Metering equipment for commercial and industrial service shall be installed on the outside of the building in accordance with Section 5.4.1.A (above) except where prior approval of other locations has been granted by Grant PUD.
- C. Metering equipment for Irrigation service shall be outside of any buildings and may be installed on Grant PUD's transformer pole when such installation will provide improved access to the metering. For underground secondary service fed directly from a pole, meter location shall not exceed 20' distance from pole.

#### 5.4.2 Meter Height Requirements

Meter bases or meter enclosures shall be located at such a height that the center of the meter when installed will not be more than six (6) feet, nor less than five (5) feet above finished grade, an accessible permanent platform or landing; except as follows:

- A. Meters for a special application may be installed at a height of less than five (5) feet in power rooms, if installed in a factory-built, metal cabinet approved by Grant PUD before fabrication.
- B. Outdoor factory-built multiple meter load centers for multifamily apartment buildings having seven (7) or more meters may be installed with up to four (4) vertical rows of meter sockets. (See Section 5.4.6) Mounting height shall be established by consulting with Grant PUD before proceeding with each such installation. The Customer shall plainly and permanently mark each meter location designating the portion of the building it serves before the service is connected.
- C. Meter height shall be measured from finished grade in meter pole applications.
- D. Meters on underground systems may be installed less than five (5) feet above finished grade at pad-mount transformer locations or in pedestals approved for the purpose.
- E. Where a written variance has been obtained from Grant PUD.

#### 5.4.3 Line Side/Load Side Placement of Equipment

Metering equipment shall be installed on the line side of the main service switch or service panel, except on multiple meter installations where a main disconnecting means is required by Code. When meters are installed on the load side of the main disconnect as indicated above, they shall be installed on the line side of the individual subservice disconnect. The meters shall be connected directly to the main disconnect or through a bus gutter suitable for sealing. The Customer shall plainly and permanently mark each meter location, designating the portion of the building it serves before the service is connected.

#### 5.4.4 Conditions Adversely Affecting Meters

Meters shall be installed in locations free from vibrations, condensation, or where live steam or hot liquids are used. They shall not be installed where such conditions exist which would adversely affect their operation. Metering equipment shall be located so it will not be in the path of water from eaves, rainspouts, or drains.

#### 5.4.5 New Installation - Instrument Transformers

On new installations, meters used in connection with instrument transformers shall not be separated from the instrument transformer enclosures by a wall or partition. Secondary circuits of instrument transformers shall not be run in the same conduit or raceway with any other circuits. (See 5.5.5)

#### 5.4.6 Placement of Meter Bases

There shall be a minimum of four (4) inches clearance between the meter base and service switch enclosure and/or any physical obstruction which might interfere with the installation of the meter or use of a test jack in the meter base.

Where a subdivision of the service requires the use of more than one meter, the meters shall be grouped and the space between sockets shall be not less than three (3) inches. On initial construction ganged meter troughs having two (2) or more meter sockets should be the bussed type.

#### 5.4.7 Meter Violation

When any changes, alterations, additions or obstruction are made on the Customer's premises resulting in violation(s) of these meter requirements, the Customer shall correct the violation(s) at his expense or pay a monthly meter obstruction fee until said violation is corrected, refer to fee schedule.

### 5.5 METERING EQUIPMENT

#### 5.5.1 Standards for Metering Equipment

Grant PUD establishes standards for metering equipment. The Customer's compliance with such standards shall be a condition of service.

#### 5.5.2 Power Factor Metering

Grant PUD shall install reactive (Power Factor) metering on all Large Electric Service loads expected to operate such that the power factor will be below 95% lagging or leading. Nothing in the above shall preclude Grant PUD from installing reactive metering on any service, regardless of rate schedule or demand, when deemed necessary by Grant PUD. Meters for measurement of reactive power shall have registers for both leading and lagging power factors for the purpose of billing demand adjustments.

#### 5.5.3 Pulse Metering Data Connection

Upon written request and execution of a letter agreement, Grant PUD will install and maintain Current Transformer (CT) metering, capable of KYZ output, as defined by Grant PUD Construction Standards for Industrial and Large General Customers subject to the following terms conditions:

- A. The Customer shall be responsible for paying in advance, all of Grant PUD's estimated costs for labor, materials, overheads and equipment needed for the installation and upon demand shall promptly reimburse Grant PUD for all repairs and maintenance costs incurred by it from time to time.
- B. Grant PUD will not synchronize the KYZ output to the meter demand timing.
- C. Grant PUD will retain ownership of all meters and equipment installed by it.
- D. The Customer shall be solely responsible for installation, operation, and maintenance of data logging equipment from Grant PUDs installed isolation relay(s). The Customer shall also provide voltage potential for the data logging equipment.
- E. The Customer's communication equipment from the isolation relay(s) to the Customer's data logging equipment must be approved in advance by Grant PUD.
- F. Grant PUD shall have the right to work on the meter, including de-energization, without notice to or permission by the Customer. In the event the meter is removed and/or

replaced, Grant PUD may attempt, but will not guarantee, reconnection at the isolation relay(s).

- G. Grant PUD shall have no liability whatsoever or for any damages of any type to Customer resulting from or arising from the installation, operation or use of the KYZ output or from any malfunction thereof.

## 5.6 INTERCONNECTION OF CUSTOMER-OWNED NET METERING SYSTEMS

Grant PUD will allow net metering systems meeting Grant PUD's Construction Standards to interconnect on a first-come, first-served basis to Grant PUD's distribution system under the following terms and conditions:

### 5.6.1 ~~New Installation/Modification of Existing Facilities~~ Application, Fees and Agreement

Customer shall submit a Net Metering Application, ~~and a signed Net Metering Interconnection Agreement, and pay applicable fees~~ to Grant PUD prior to installing ~~a new or modification of an existing~~ the generating facility ~~along with the New Installation an application fee~~, refer to fee schedule. ~~Upon Grant PUD's approval of the Customer's Net Metering Application, Customer shall sign a Net Metering Interconnection Agreement.~~ After Grant PUD's approval of the Net Metering Interconnection Agreement, Customer may at Customer's expense install the approved Net Metering System or modify as necessary or directed by Grant PUD Customer's generating facility in existence on Customer's property prior to the date these policies were enacted. Grant PUD reserves the right to require the Customer, at the Customer's expense, to provide corrections or additions to existing electrical devices in the event of modification of government or industry regulations and standards.

### 5.6.2 Certification of Completion

Upon the Customer's completion of the Net Metering System installation or modification, the Customer shall submit to Grant PUD a Certificate of Completion on a form provided by Grant PUD. Such form shall include evidence of the Washington State Labor and Industry's electrical inspection and approval of the Net Metering System by the State Electrical Inspector. Interconnection work to Grant PUD's distribution system will commence following receipt of the Certificate of Completion.

A False Call Fee may apply when a customer requests Grant PUD inspection and is not prepared when Grant PUD arrives on site at the requested timeframe, refer to fee schedule.

### 5.6.3 Unauthorized Connections

For the purposes of public and employee safety, any non-approved generation interconnections discovered will be immediately disconnected from Grant PUD's system.

### 5.6.4 Metering

Grant PUD shall install a kilowatt-hour meter, or meters as the installation may determine, capable of registering the bi-directional flow of electricity at a level of accuracy that meets all applicable standards, regulations and statutes. If Grant PUD requires separate metering to measure the energy produced by the generating facility, such equipment shall be installed at the Customer's expense.

### 5.6.5 ~~Modification of Existing Facilities~~Future Modification or Expansion

~~Prior to any future modification or expansion of the Customer-owned generating facility, the Customer will obtain Grant PUD approval by submitting a Net Metering Application, a signed Net Metering Interconnection Agreement, and pay the Modification of Existing Facilities application fee, refer to fee schedule. Grant PUD reserves the right to require the Customer, at the Customer's expense, to provide corrections or additions to existing electrical devices in the event of modification of government or industry regulations and standards. A False Call Fee may apply when a customer requests Grant PUD inspection and is not prepared when Grant PUD arrives on site at the requested timeframe, refer to fee schedule.~~

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**5.6.76 Grant PUD System Capacity**

The cumulative generating capacity of net metering systems shall be limited to 0.25% of Grant PUD's peak demand during 1996. Additionally, interconnection of Customer-owned generation to individual distribution feeders will be limited to 10% of the feeder's peak capacity. Additional generation interconnection to individual distribution feeders may be allowed beyond these stated limits at Grant PUD's discretion.

**Commented [CB5]:** @Cary West Should the numbering system be changed from 5.6.7 to 5.6.5 and so on?

**5.6.87 Customer Owned Protection**

It is the responsibility of the Customer to protect their facilities, loads and equipment and comply with the requirements of all appropriate standards, codes, statutes and authorities. The Customer's Net Metering System must include, at the Customer's expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL).

**5.6.98 Interconnection Costs**

Customer shall be responsible for all additional costs above and beyond the application fee, if any. Such costs will be based on actual costs, including overheads. For example, additional costs may be incurred for transformers, production meters, and Grant PUD testing, qualification, and approval of non-UL 1741 listed equipment.

## **6.0 METER READING, BILLING AND COLLECTING**

### **6.1 METER READING**

Meters will normally be read daily via advanced metering infrastructure.

If for any reason a reading cannot be obtained, the billing may be based on estimating energy use and demand, and subject to later correction.

Grant PUD's current technology has the ability to read, connect and disconnect meters remotely. The deployed technologies are Grant PUD's standards. If a Customer declines to adhere to Grant PUD's standards, refer to fee schedule and Opt-Out Agreement.

### **6.2 ADJUSTMENT OF BILLING ERRORS**

Grant PUD may adjust any billing when it has been determined that an error in billing has been made and a correction is in order. Grant PUD may revise such bill on the basis of the best evidence available.

If the billing error is favorable to the Customer, Grant PUD will credit or refund the Customer's account for overcharges back to the date of when the billing error occurred and up to the date of discovery of the billing error.

If the billing error is unfavorable to the Customer, Grant PUD will charge the Customer's account for undercharges to the date of when the billing error occurred or six years (whichever lookback period is shorter) up to the date of discovery of the billing error. Grant PUD may establish an interest-free monthly payment arrangement for the undercharged amount for a Customer with a financial hardship as a result of the billing adjustment. The term of the payment arrangement term will not exceed the number of months of the lookback period.

### **6.3 BILLING PERIODS**

The normal monthly billing period is 30 days. However, due to weekends and holidays, monthly billing periods may range from 26 to 34 days. Monthly charges for shorter or longer periods will be prorated on the basis that such fractional period bears to 30 days.

### **6.4 NON-METERED SERVICE**

Non-metered service may be supplied when the connected load is known and average monthly energy consumption can be accurately calculated.

### **6.5 DETERMINATION OF DEMAND**

Where Grant PUD rate is based on kW demand, the Metered/Billing Demand shall be calculated to the nearest thousandth (0.001) of a kW. Inaccurate demand readings caused by meter failure or loads with constantly changing demands may require the demand to be calculated by Grant PUD, taking into consideration installed capacity necessary to serve the load and abnormal effects on Grant PUD's system. Power factor metering data (if available) and/or the load history or load checks would also be used to compute the demand.

Grant PUD shall, if requested by Customer in advance, waive demand reads in one two-hour period for the sole purpose of Customer testing equipment. Grant PUD will not waive demand reads for this purpose more than one time in any 12-month period.

If monthly demand charges are based on Customer's highest demand, as provided by Grant PUD's then applicable rate schedule, a number of such recording periods equal to the first two hours following a system outage, not related to a failure in the Customer's Facility, shall be disregarded if noted by Grant PUD or if requested by the Customer.

**6.6 PAYMENT**

All monthly bills for service rendered and minimum charges are due and payable when rendered and become delinquent if not paid within 25 days.

**6.7 RETURN CHECK FEE**

A return check fee may be assessed to a Customer's account for which payment has been received by any check or legal tender which is subsequently returned to Grant PUD by the bank, refer to fee schedule.

**6.8 PAYMENT OPTIONS**

Customers may make payments to Grant PUD by cash, check, credit cards, debit cards, automated checking and savings account withdrawal and other Grant PUD approved electronic means.

**6.9 BUDGETPAY**

Residential accounts (Rate Schedule 1-and-2-Customers) may request to have BudgetPay. Eligibility for BudgetPay requires account service for one year with an account credit score of above 825. Monthly payments are due even if the account reflects a credit balance. BudgetPay is reviewed annually and is subject to change based on changes in average monthly usage. The BudgetPay payoff balance must be reconciled prior to closing of the account. BudgetPay accounts are subject to all other applicable articles of these policies. Copies of Grant PUD's level-billing-plan option is on file and is available upon request.

**6.10 LATE PAYMENT CHARGES**

If payment hasn't been received by Grant PUD on or before the due date, a late payment fee shall be assessed on the unpaid balances, refer to fee schedule.

**6.11 ACCOUNT SERVICE CHARGE**

During Grant PUD's normal business hours, an account service fee will be made for a service transfer or a turn on, refer to fee schedule.

**6.12 AFTER-HOURS FEE**

Any Customer requested service requiring Call Center service call-out (excluding power outages) outside of regular Call Center hours (visit [www.grantpud.org](http://www.grantpud.org) for listed hours) will incur an after-hours fee. Refer to fee schedule.

Any Customer requested service requiring an on-site service call-out (excluding power outage response) outside of normal work hours (~~6:00am and 4:00pm Monday—Thursday~~ refer to [grantpud.org](http://grantpud.org) for normal work hours), an after-hours fee will be applied. ~~Exceptions may apply on Friday's if service crews are scheduled to work.~~ Refer to fee schedule.

## 6.13 DEPOSITS

Deposits may be required for Customers. If the Customer fails to comply with or make any of the payments required by Grant PUD or fails to maintain other security in lieu of a cash deposit the Customer will not be provided service or may be disconnected in accordance with Grant PUD's disconnect for non-payment policy. The full amount of the deposit, plus the disconnect for non-payment fee and account arrearages, will be required prior to turning the service back on unless an approved payment arrangement is established with Grant PUD.

### 6.13.1 Current Credit Rating

Credit activity for every Customer account is rated via a point system. Prior to any deduction, each account has a Current Credit Rating of 1,000. Credit activity at any service under the account may affect the credit point total.

Deductions will remain in effect for 12 months from the date incurred for Domestic Services and 18 months for all other services unless otherwise noted.

Customers will return to a credit rating score of 1,000 when all adverse credit activity deductions have expired according to the above schedule.

### 6.13.2 Interest on Deposits

Deposits will earn interest and will be calculated and accrued monthly. The applicable interest rate applied is available upon request.

## 6.14 NEW OR ADDITIONAL DEPOSIT REQUIREMENTS

Grant PUD may require a new or additional deposit for Customers whose service(s) experience significant electrical load changes or develop credit problems.

### ADEQUATE ASSURANCE OF FUTURE PAYMENT

When a Customer files a bankruptcy petition, the Customer's existing service(s) will be closed and new service(s) established. If any of the Customer's accounts are delinquent at the time of such filing, Grant PUD may require a new or additional deposit or other adequate assurance of future payment pursuant to 11 USC Section 366. Payment of the deposit or other assurance of future payment will be required within twenty (20) days of the date of the order for relief as provided in 11 USC Section 366.

## 6.15 TERMINATION OF SERVICE

Upon termination of service, Grant PUD will refund to the Customer the amount currently on deposit plus accumulated interest after deducting all amounts due to Grant PUD.

## 6.16 DELINQUENCY-DISCONTINUANCE OF SERVICE

### 6.16.1 Right to Disconnect

The right to discontinue service when delinquent may be exercised whenever and as often as delinquency shall occur and neither delay nor omission on the part of Grant PUD to enforce this rule at any one or more times shall be deemed as a waiver of its rights to enforce the same at any time, so long as the delinquency continues.

Except where prohibited by law, Grant PUD reserves the right to refuse, to limit or to disconnect service to any Customer having a delinquent balance and may transfer the delinquent balance to the Customer's active account for collection purposes.

The ~~A~~ Customer Service Representative may make payment arrangements with the Customer for a payment schedule for the bill. However, Grant PUD shall not be required to enter into a payment schedule with a Customer who has not fully and satisfactorily complied with the terms of a previous payment schedule.

#### 6.16.2 Due Process

Except in the case of emergencies and exceptional circumstances, as determined by Grant PUD, notice will be given to the Customer or occupant warning of discontinuance of service to allow the opportunity for reconciliation of an account and cancel a disconnect for non-payment.

### 6.17 DISCONNECT FOR NON-PAYMENT

This section will apply to all disconnects for non-payment except as otherwise specified.

#### 6.17.1 Disconnect Fee

Whenever service has been disconnected for non-payment or fraudulent use, a disconnect fee will be charged to the account, refer to fee schedule. The disconnect fee may be waived for Customers who under Washington law qualify for medical or public assistance and when reconnection payment is funded by a private, non-profit funding agency subject to 501(C)(3) tax exemption.

For re-connection outside of Grant PUD's normal business hours for services that have been disconnected for non-payment refer to Section 6.1~~23~~.

#### 6.17.2 Moratorium

Grant PUD's disconnect for non-payment policy is set forth in Section 6.1~~86~~ and shall be subject to the requirements of RCW 54.16.285.

### 6.18 LANDLORD/TENANT ARRANGEMENTS

Landlords of rental residences may arrange with Grant PUD for service to the designated rental to remain energized and to be transferred to the landlord when tenants request termination of service by signing up for Landlord Service. The landlord shall be responsible for any basic charges and energy consumption prior to the transfer of the service to a new tenant.

In most cases where the Landlord is the Customer and requests termination of service to a rental residence or fails to pay for such service, Grant PUD may notify the tenant by hanging a door tag stating that the tenant has five (5) days to put the account into their name and the Landlord will be assessed a fee, refer to fee schedule. Requests for termination of utility service by a landlord, for the purpose of evicting a tenant, is prohibited by RCW 59.18.300.

### 6.19 ELIGIBILITY FOR SPECIAL ~~INCOME-QUALIFIED~~ ~~LOW-INCOME~~ RATE DISCOUNTS

Grant PUD offers ~~a a~~ ~~Low-income-qualified~~ ~~low-income~~ ~~Senior Citizen~~ rate discounts and ~~a Low-income Disabled rate discount~~ for qualifying residential Customers as defined in Rate Schedule 1.

~~To be eligible for this discount the total household income including the customer's spouse, or co-tenants must be equal to or less than 200% Federal Poverty Level (FPL) or equal to or less than 80% Area Medium Income (AMI), whichever is greater (and/or additional state or federal qualification requirements). To be eligible for the either of these rate discounts, the total household income including Customer's spouse or co-tenant(s) must be equal to or less than 200% of the poverty guidelines as updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).~~



~~Eligibility requirements for low-income rate discounts are as follows:~~

~~A. LOW-INCOME SENIOR CITIZEN DISCOUNT: In addition to meeting the household income eligibility criteria as stated above, Customer must be 62 years or older prior to or during the month in which the discount will be applied.~~

~~B. LOW-INCOME DISABLED DISCOUNT: In addition to meeting the household income eligibility criteria as stated above, Customer must obtain certification from a Physician or Mental Health Professional that Customer meets the disability criteria defined in RCW 74.18.020, RCW 71A.10.020 or RCW 46.16.381. Such certification must be on Grant PUD's approved form.~~

~~Only one low-income rate discount shall be applied to Customer's account regardless of whether they qualify for both rate discounts. The income-qualified low-income R rate discounts will be applied only to the residential service serving as the Customer's primary dwelling. Eligibility will be verified in writing by either Grant PUD staff, Department of Social and Human Services or other Grant PUD-approved assistance agency.~~

~~Changes in the ~~customers~~customer's income or location will require reverification of the eligibility requirements. The income-qualified low-income discount rate shall expire, three (3) years from the date the discount was applied but may be allowed to continue for additional three (3) year periods provided the customer provides reverification of the eligibility requirements. Customers unable to verify eligibility requirements within 4530 days of Grant PUD's request or upon expiration of the discount will be removed from the rate discount program.~~

~~Grant PUD reserves the right to schedule a no cost home energy assessment at the premise where the discount is applied. If the customer refuses or fails to schedule the home energy assessment, the customer discount will be removed after within 4530 days of the application date upon failure to allow the assessment.~~

## 6.20 NET METERING BILLING

Pursuant to RCW 80.60.030, Customers participating in Grant PUD's Net Metering Program shall be billed and credited in accordance with the following:

- A. Grant PUD shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with normal metering practices.
- B. If the electricity supplied by Grant PUD exceeds the electricity generated by the Customer and fed back to Grant PUD during the billing period, or any portion thereof, then the Customer shall be billed for the net electricity supplied by Grant PUD together with the appropriate Basic charge paid by the Customers -in the same rate class.
- C. If the electricity generated by the Customer and distributed back to Grant PUD during the billing period, or any portion thereof, exceeds the electricity supplied by Grant PUD, then the Customer shall be:
  1. billed for the appropriate Basic charge or minimum charge as other customers -in the same rate class for that billing period; and
  2. credited for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on Customer's bill for the following billing period
- D. On March 31st of each calendar year, any remaining unused kilowatt-hour credit

accumulated by the Customer during the previous year shall be granted to Grant PUD, without any compensation to the Customer.

- E. Customer shall pay any amount owing for electric service provided by Grant PUD in accordance with applicable rates and policies. Nothing in this Section shall limit Grant PUD's rights under applicable Rate Schedules, City Ordinances, Customer Service Policies, and General Provisions.

#### 6.21 RENEWABLE ENERGY SYSTEM COST RECOVERY

~~When available by the state pursuant to RCW 82.16.120, Customer's participating in Grant PUD's Net Metering program may be eligible each fiscal year for an investment recovery incentive for each kilowatt-hour generated by the Customer provided the Customer complies with the requirements therein. Customers participating in Grant PUD's Net Metering Program may be eligible each fiscal year for an investment recovery incentive for each kilowatt-hour generated by the Customer provided Customer complies with RCW 82.16.120.~~

## **7.0 STREET LIGHTING SERVICE**

### **7.1 AVAILABILITY**

Street Lighting Service will be made available in accordance with Rate Schedule 6, Street Lighting Service and the terms and conditions of these Customer Service Policies, as they now exist or may be hereafter amended.

### **7.2 SPECIFICATIONS**

For qualified applicants, Grant PUD will provide and install a system of unmetered street lighting facilities for dusk to dawn operation. Conventional Street Lighting consists of overhead or underground conductors with mast arms and luminaries mounted on wood, concrete, or metal poles. Decorative Street Lighting units consist of a decorative post and two decorative arms, each with a single acorn globe. Modified arm units consist of two decorative arms, each with a single acorn globe, modified to fit on existing street light standards. When streetlights are installed, the Customer shall pay a monthly charge based on the facilities provided as specified in Rate Schedule 6.

### **7.3 LINE EXTENSION POLICY - STREET LIGHTS**

Grant PUD will construct and supply the necessary lighting equipment to include single-phase transformers and secondary voltage facilities to effect delivery of street lighting service upon written request and authorization from qualifying customers. Primary facilities that do not qualify as an Area Feeder and are installed by Grant PUD to provide power for the aforementioned secondary facilities, shall be provided in accordance with Line Extension Policy, Section 4.0 and the appropriate Line Extension Fee paid by the Customer.

#### **7.3.1 Underground Service to Street Lights**

Underground Service will be provided where practicable. The Customer is responsible for trenching, conduit, sand bedding and backfilling. For decorative street lighting, the Customer shall also supply and install any mounting bases required. If Grant PUD provides the trenching, the full cost will be charged to the Customer at the time of construction.

### **7.4 TERMINATION OF SERVICE**

The Customer shall continue to pay for service to all types of streetlights until such time as a written request for termination, signed by an authorized individual, is received by Grant PUD. Upon termination the Customer shall pay a Termination Charge reduced by; (a) 20% for Conventional Street Lighting; or (b) 5% for Decorative Street Lighting, for each full twelve (12) month period since installation of the facilities.

### **7.5 CONTINUITY OF SERVICE**

Grant PUD does not guarantee continuity of service and shall not be liable for any interruption of street light service or damage resulting therefrom which is caused by vandalism, normal equipment failure, accidents, acts of God, unavailability of power supply to meet Grant PUD's load requirements, the necessity for making repairs or changes in Grant PUD's equipment and facilities, or by any other cause reasonably beyond Grant PUD's control.

Grant PUD has determined it is not cost effective or practicable to patrol at night to find streetlights that are not functioning properly and/or are damaged. Because of this Grant PUD depends on the Customer and the general public to notify Grant PUD that streetlights are not functioning properly

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and/or are damaged. Grant PUD will, within a reasonable time after notification, make necessary repairs to restore street lighting service.

**8.0 LARGE POWER CUSTOMER ELECTRIC SERVICE ABOVE 500 KW/KVA**

Customers with loads in excess of 500 kW/kVA are considered Large Power Customers and can take Electric Service from Grant County PUD under the following Rate Schedules:

Rate Schedule 7	Large General Service
Rate Schedule 14	Industrial Service
Rate Schedule 15	Large Industrial Service
Rate Schedule 16	Agricultural Food Processing Service
Rate Schedule 17-B	Evolving Industry Service
Rate Schedule 85	Agricultural Food Processing Boiler Service
Rate Schedule 94	New Large Load Service

Rate Schedules can be found at [grantpud.org](http://grantpud.org).

A Large Power Customer's presence on Grant PUD's Electric System has material impacts on it. In addition to design considerations for deliverability of large amounts of Electric Power, there are also rate impacts caused by the magnitude of capital and incremental O&M required to connect and serve Large Power Customers. This Section 8 describes the policies that shall be used to implement the Large Power Customer Rate Schedules including mitigating the shifting of long-term costs to other Rate Schedules.

**8.1 NEW LARGE ELECTRIC SERVICE**

Those desiring Electric Service in excess of 500 kW/kVA on Grant PUD's Electric System must provide Grant PUD a completed Large Electric Service Application along with a nonrefundable application fee (see Grant PUD's Fee Schedule). Applications for non-Evolving Industry uses shall be placed into the "Large Electric Service Queue" and processed prior to the Evolving Industry Queue.

Applications submitted for Evolving Industry uses as defined per Rate Schedule 17, shall be placed into a separate queue (Evolving Industry Queue) on a first-come-first-served basis. The Evolving Industry Queue is independent of the Large Electric Service Queue for all other Rate Schedules. The Evolving Industry queue shall be processed after the Large Electric Service Queue is processed, unless the Evolving Industry Customer's requests coincides with a Large Electric Service Queue expansion or study.

**8.2 CUSTOMER RESPONSIBILITIES**

The Customer shall work with Grant PUD staff to identify Facilities Customer may construct for itself or Grant PUD for the delivery of Electric Power. Grant PUD requires the Customer comply with all applicable Grant PUD standards, laws, codes and regulations when constructing Facilities and allow Grant PUD to approve and inspect Metering Facilities and the first Customer Facility protective device beyond the Demarcation Point.

The Customer shall also provide the appropriate transfer(s) of property and the appropriate rights and easements to Grant PUD to allow it to construct and operate Grant PUD Facilities required to provide Electric Service to the Customer.

### 8.3 FACILITIES

Grant PUD will generally supply Large Electric Service requests of 2000 kW/kVA and below at three phase secondary voltage. Grant PUD's standard secondary nominal voltages are 120/208V and 277/480V. Industrial customers requesting Electrical Service above 2000 kW/kVA shall be provided primary voltage metered service at nominal 13.2kV three phase.

Unless otherwise agreed to in writing between Grant PUD and the Customer, Grant PUD will establish the Demarcation Point.

### 8.4 CUSTOMER CONTRIBUTION FOR CONNECTION

Grant PUD shall perform the necessary studies to determine what Facilities need to be constructed, reconfigured, upgraded or refurbished as the Large Electric Service Application moves through the queue. Upon completion of the studies the Customer shall be briefed on the results of such studies and the amount of a Customer Contribution shall be estimated.

Assuming the Customer wishes to continue, it shall execute an agreement that includes the details for the Facilities Plan, provisional power, design, and proposed schedule along with the Customer Contribution amount ("Facilities Agreement"). The Customer Contribution is calculated to prevent the shifting of long-term costs within a rate class or group or to other rate classes or groups.

The Customer Contribution is calculated by Grant PUD staff. Customers requiring 20 MVA or less use a prescriptive method to calculate the Customer Contribution. Customers requiring more than 20 MVA of new service require more detailed study.

Should the Customer cancel the project, a portion or all of the Customer Contribution may be returned to the Customer provided that the refunding does not, in Grant PUD's sole discretion, shift costs to others.

### 8.5 REDUNDANT FACILITIES

Prudent utility practice ensures that Facilities are adequate to provide Electric Service to Customers safely, reliably and cost effectively but does not provide redundancy to any particular Customer. If the Customer has a need for a greater level of redundancy than provided by Grant PUD, it can request such redundancy for its Electric Service. Any Facilities provided by Grant PUD to increase redundancy shall in no way modify or alter Grant PUD's obligations or limitations of liability provided in Section 2.

Because redundant facilities are by definition unloaded and available for use at any time, the Customer Contribution required to avoid shifting costs to others may be significant. The Facilities Agreement associated with redundant Electric Service shall specify the required Customer Contribution. If Grant PUD, in its sole discretion, identifies that there are on-going operating costs that need to be recovered related to the redundant unloaded facilities, it shall work with the Customer to identify such costs and establish a Rate Schedule or execute contracts to provide payment to prevent shifting long-term costs to others.

Redundant Electric Service Facilities fall into three broad categories as described below.

#### 8.5.1 Redundant Distribution

Includes the provision of a second distribution feeder to serve the Customer's Facilities. Redundant distribution may or may not come from two different substations.

#### 8.5.2 Redundant Transformer

Provides additional substation capacity through additional unloaded equipment such that the

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failure of one transformer will not cause the Customer an Electric Service interruption. Redundant transformers may or may not be in the same substation.

**8.5.3 Redundant Transmission**

Consists of an alternate source of transmission connected to a substation or substations where the alternate source comes from a different transmission yard breaker.

## **9.0 EVOLVING INDUSTRY**

To retail Customers whose load activity and/or industry meets the requirements of an Evolving Industry (EI Criteria).

### **9.1 RISK CONSIDERATIONS FOR INCLUSION**

#### **9.1.1 Concentration Risk**

Potential for significant load concentration within Grant PUD's service territory resulting in a meaningful aggregate impact and corresponding future risk to Grant's revenue stream. Evaluation would begin to occur when industry concentration of existing and service request queue customer loads exceeds 5% of Grant PUD's total load and service request queue.

#### **9.1.2 Business Risk**

The risk of stranding Grant PUD assets constructed to serve a Customer or causing unrecoverable costs due to cessation or significant reduction of electric consumption arising from an Industry's general business environment.

#### **9.1.3 Regulatory Risk**

Risk of detrimental changes to regulation with the potential to render the industry inviable within a foreseeable time horizon.

### **9.2 PERIODIC REVIEW BY ASSESSMENT TEAM**

At least every two years a team will review which Customers, customer types, or uses of electricity are to be included in the Evolving Industry Rate Class. The Evolving Industries Assessment Team shall use prudent business and utility practices to establish criteria and classify load activities and industries as belonging to the Evolving Industry Rate Class.

The Evolving Industry Assessment Team shall include Grant PUD staff representing the following departments and sections (or their successors) of Grant PUD:

- A. Large Power Solutions
- B. Customer Solutions
- C. Engineering
- D. Rates & Pricing
- E. Finance/Accounting

The Evolving Industry Assessment Team shall be selected by the PUD's executive management.

Grant PUD posts the list of Industries or Identified Uses that qualify for Rate Schedule 17 on its website at [www.grantpud.org](http://www.grantpud.org).

The Evolving Industry Assessment Team shall review and value the costs and risks associated with serving Evolving Industries and provide any recommended changes to the Commission. Risk elements considered include, but are not limited to, future transmission requirements, impact to Grant PUD equipment, increased power supply cost risk, and potential stranded asset risk.

### **9.3 INCLUSION IN THE EVOLVING INDUSTRY RATE CLASS**

A load activity and/or industry shall be included in the Evolving Industry Rate Class if it meets the



criterion of section 9.1.1., Concentration Risk, and also meets the criteria of either section 9.1.2. or section 9.1.3., Business Risk and Regulatory Risk, respectively.

A load activity and/or industry shall be removed from the Evolving Industry Rate Class if and only if it no longer meets the criteria of 9.1.2. and 9.1.3.

#### **9.4 RATE 17 DESIGN**

Rate Schedule 17 is designed to consider risks associated with the Evolving Industry class in order to minimize cost shifting to other Customer classes.

Rate 17 includes factors common to any Customer class such as allocated operating and capital costs, a risk premium, and any Commission policy direction applicable to Rate 17 that may include specific additional charges or adders. The risk premium portion of the rate may include but not be limited to risks such as future transmission / infrastructure requirements, loading and utilization of Grant PUD equipment, potential increase or additional volatility in power supply cost, risk of under or unutilized (stranded) assets, and future revenue volatility or loss.

The risk component of Rate Schedule 17 will be reviewed at least every two years and may be adjusted up or down by the Commission in accordance with changes to the risk profile.

#### **9.5 COMMISSION REPORTING**

When the Evolving Industry Assessment Team determines that an industry meets the Rate 17 criteria, staff will provide a memo for Commission review and action. Likewise, when staff determines that an industry no longer meets the criteria of Rate 17, staff will provide notice to the Commission for Commission review and action. The memos are part of the public packet posted to Grant PUD's website. Customers and stakeholders may comment to the Commission in public session regarding the change.

The Evolving Industry Assessment Team will also at least every two years update the Commission, independent of whether or not any changes are being made to the Evolving Industry Rate class, with a summary of the evaluation of the risk premium of Rate Schedule 17. Based upon this information the Commission will consider the need for rate changes and may modify Rate 17.

#### **9.6 APPLICATION AND QUEUE**

Customers desiring to apply for new or increased service shall apply as described in Section 2.7 and Section 8.1 of this Customer Service Policy.

#### **9.7 ATTESTATIONS**

Any new or existing customers placed under the Evolving Industry Rate Schedule 17 shall provide an attestation demonstrating they do not qualify or meet the criteria to be served under this rate schedule as a condition of Grant PUD to provide Electric Service under a different rate schedule.

Once established, if a Customer changes its business such that it no longer meets the Rate Schedule 17 Evolving Industry criteria, the customer may be required to affirm their attestation that they are not participating in an Evolving Industry and no load on its Premises is participating in any Evolving Industry. If a customer changes its business such that it does meet the Rate Schedule 17 Evolving Industry criteria the customer is required to inform the PUD of the change in status. Failure to inform the PUD may result in penalties as described in section 9.8.

#### **9.8 LOAD SPLITTING AND METERING**

If residential Customers on Rate Schedule 1 are participating in an Evolving Industry or plan to

participate in an Evolving Industry, the entire load at that Premises will be billed in accordance with Rate Schedule 17. Grant PUD, in its sole discretion, may allow the Customer to split the loads provided however, the customer is required to reimburse Grant PUD for all costs associated with providing the additional metering.

If a Large Power Customer has a portion of their load that qualifies for Rate Schedule 17, Grant PUD, in its sole discretion, may allow the Customer to split the loads provided however, the customer is required to reimburse Grant PUD for all costs associated with providing the additional metering.

#### **9.9 DETECTION AND ENFORCEMENT**

The PUD shall monitor Customers in the normal course of business just as it does for diversion of service and unsafe conditions. Grant PUD will use various means it has available to collect information and make observations about its Customers to ensure each Customer is on the correct Rate Schedule.

Industries tend to have similar usage patterns which may identify certain Premises where a change of Rate Schedules would be appropriate. Grant PUD shall reconfirm the self-attestation made by the Customer.

Grant PUD will make reasonable efforts to contact the Customer and discuss Grant PUD's findings and shall ask the Customer for assurances that they are not participating in the Evolving Industry. Should the Customer refuse to provide adequate assurances that it is not participating in an Evolving Industry, Grant PUD shall assume the Customer is participating in the Evolving Industry and convert the Customer to Rate Schedule 17 until the Customer ceases to participate in the Evolving Industry or demonstrates that it is not.

#### **9.10 PENALTIES**

Grant PUD has the authority to enforce its Rate Schedules and intends to do so to the full extent allowed by the law. Customers found to have knowingly deceived and/or found to have been charged under an incorrect Rate Schedule based on Customer representations will be processed the same way as diversion in Section 2.15 of this Customer Service Policy and subject to penalties. Grant PUD reserves the option to assess damages from the date Grant PUD estimates the customer's Rate Schedule should have changed, as allowed in Section 2.1.2, and pursue any uncollected applicable charges.

#### **9.11 INFORMAL CONFERENCE / HEARINGS**

Customers who have a dispute regarding the application of this Customer Service Policy may request an informal conference as described in Section 2.165 herein. ~~If the Customer wishes to pursue the matter further, Section 2.165 also describes how to request a hearing.~~

**10.0 REVISIONS**

Section	Description	Revised	Resolution
1.0	PREAMBLE	04/23/19	8916
1.1	DEFINITION OF TERMS	04/23/19	8916
2.0	GENERAL POLICIES	08/09/82	4150
2.1.1	Metering Point	09/01/23	9018
2.1.2	Determination of Applicability	09/26/11	8575
2.2	RATE SCHEDULES	[pending]	[pending]
2.2.1	Rate Schedule Exceptions	08/14/18	8890
2.3	NEW LOADS	12/22/03	7671
2.4	EXCLUSIVE SOURCE AND RESALE	11/01/04	7746
2.5	GRANT PUD'S OBLIGATIONS	06/23/98	7223
2.5.1	Limitations of Damages		
2.6	CUSTOMER'S OBLIGATIONS	06/23/98	7223
2.6.1	Increased Load	08/14/18	8890
2.6.2	Balancing of Load	06/23/98	7223
2.6.3	Total Harmonic Distortion (THD)	11/01/04	7746
2.6.4	Surge Protection	10/27/08	8296
2.7	APPLICATION FOR SERVICE	06/23/98	7223
2.8	DISCONNECTING SERVICES	09/01/23	9018
2.9	LIFE SUPPORT SYSTEMS	04/16/85	
2.9.1	Customer Obligations	09/01/23	9018
2.10	DAMAGE TO GRANT PUD FACILITIES	06/23/98	7223
2.11	DISCLOSURE OF PUBLIC RECORDS	11/19/01	7491
2.12	SERVICE OUTSIDE GRANT COUNTY	02/10/92	
2.13	UNDERGROUND FACILITIES	05/23/05	7821
2.14	REVENUE PROTECTION AND POWER DIVERSION	09/01/23	9018
2.15	INFORMAL CONFERENCE / HEARINGS	[pending]	[pending]
3.0	CONSERVATION	06/23/98	7223

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Section	Description	Revised	Resolution
3.1	RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND IRRIGATION ASSISTANCE	11/19/01	7491
4.0	LINE EXTENSION POLICY FOR CUSTOMER SERVICES UNDER 500 KW	09/01/23	9018
4.1	OVERHEAD LINE EXTENSIONS	09/29/97	7145
4.2	UNDERGROUND LINE EXTENSIONS	[pending]	[pending]
4.3	TYPES OF SERVICE	11/28/05	7896
4.3.1	Permanent Service	09/01/23	9018
4.3.2	Non-Permanent Service	05/23/05	7821
4.3.3	Construction Temporary Service	[pending]	[pending]
4.4	SERVICE REQUIREMENTS BY RATE CLASS	[pending]	[pending]
4.5	CALCULATION OF CHARGES	09/29/97	7145
4.5.1	Line Extension Fees	[pending]	[pending]
4.5.2	Line Extension Fee Payments	09/29/97	7145
4.6	MODIFICATION OF FACILITIES	09/29/97	7145
4.7	REBUILDING EXISTING LINES	09/29/97	7145
4.8	TRANSMISSION FACILITIES	09/29/97	7145
4.9	SUBSTATIONS	09/29/97	7145
4.10	DISTRIBUTION POWER LINES	09/29/97	7145
4.10.1	Area Feeder Lines	09/29/97	7145
4.10.2	Distribution Power Lines That Are Not Area Feeders	09/29/97	7145
4.11	EXTENSIONS TO RESIDENTIAL/COMMERCIAL SUBDIVISIONS	01/03/11	8527
4.11.1	Approved Subdivisions	[pending]	[pending]
4.11.2	Services within a Subdivision		
4.12	MANUFACTURED HOME / MOBILE HOME PARKS	[pending]	[pending]
4.13	UNUSED IRRIGATION SERVICE FACILITIES		
5.0	SERVICE AND METER REGULATIONS		
5.1.1	Determination of Availability	11/28/05	7896
5.1.2	Compliance with Regulations and Codes		
5.1.3	Access to and Care of Grant PUD Property		
5.1.4	Customer Responsibility		

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Section	Description	Revised	Resolution
5.1.5	Separate Services		
5.1.6	Backup and Maintenance Power		
5.1.7	Station Service - Customer Owned		
5.2	SERVICE LATERAL AND POINT OF CONNECTION	06/23/98	7223
5.2.1	Overhead Service Laterals	09/01/23	9018
5.2.2	Underground Service Laterals	12/22/03	7671
5.3	SERVICE ENTRANCE INSTALLATION AND EQUIPMENT		
5.3.1	Responsibility of Customer/Grant PUD	06/23/98	7223
5.3.2	Wiring	09/01/23	9018
5.3.3	Protective Devices	06/23/98	7223
5.3.4	Protective Equipment on Motor Installations		
5.3.5	Service Connection		
5.4	METER LOCATIONS		
5.4.1	Placement of Meters		
5.4.2	Meter Height Requirements		
5.4.3	Line Side/Load Side Placement of Equipment		
5.4.4	Conditions Adversely Affecting Meters	12/05/94	6798
5.4.5	New Installation - Instrument Transformers	10/24/17	8859
5.4.6	Placement of Meter Bases	11/19/01	7491
5.4.7	Meter Violation	11/28/05	7896
5.5	METERING EQUIPMENT	05/08/06	7974
5.5.1	Standards for Metering Equipment		
5.5.2	Power Factor Metering	02/26/07	8098
5.5.3	Pulse Metering Data Connection	02/26/07	8098
5.6	INTERCONNECTION OF CUSTOMER-OWNED NET METERING SYSTEMS	10/24/17	8859
5.6.1	Application, Fees and Agreement	[pending]	[pending]
5.6.2	Certification of Completion	[pending]	[pending]
5.6.3	Unauthorized Connections	02/26/07	8098
5.6.4	Metering	02/26/07	8098

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Section	Description	Revised	Resolution
5.6.5	Future Modification or Expansion	[pending]	[pending]
5.6.6	Grant PUD System Capacity	02/26/07	8098
5.6.7	Customer Owned Protection	05/28/13	8677
5.6.8	Interconnection Costs	08/30/99	7308
6.0	METER READING, BILLING AND COLLECTING	08/30/99	7308
6.1	METER READING	09/01/23	9018
6.2	ADJUSTMENT OF BILLING ERRORS	09/01/23	9018
6.3	BILLING PERIODS	09/01/23	9018
6.4	NON-METERED SERVICE	05/24/04	7710
6.5	DETERMINATION OF DEMAND	10/24/17	8859
6.6	PAYMENT	05/28/13	8677
6.7	RETURN CHECK FEE	05/28/13	8677
6.8	PAYMENT OPTIONS	10/24/17	8859
6.9	BUDGETPAY	[pending]	[pending]
6.10	LATE PAYMENT CHARGES	10/24/17	8859
6.11	ACCOUNT SERVICE CHARGE	01/04/10	8446
6.12	AFTER-HOURS FEE	[pending]	[pending]
6.13	DEPOSITS	[pending]	[pending]
6.13.1	Current Credit Rating	04/08/14	8720
6.13.2	Interest on Deposits	09/01/23	9018
6.14	NEW OR ADDITIONAL DEPOSIT REQUIREMENTS	04/08/14	8720
6.15	TERMINATION OF SERVICE	04/08/14	8720
6.16	DELINQUENCY-DISCONTINUANCE OF SERVICE	04/08/14	8720
6.16.1	Right to Disconnect	04/08/14	8720
6.16.2	Due Process	10/24/17	8859
6.17	DISCONNECT FOR NON-PAYMENT	11/19/01	7491
6.17.1	Disconnect Fee	09/01/23	9018
6.17.2	Moratorium	02/11/08	8203
6.18	LANDLORD/TENANT ARRANGEMENTS	02/26/07	8098

Effective ~~09/01/2023~~ 09/01/2024

Section	Description	Revised	Resolution
6.19	ELIGIBILITY FOR SPECIAL <del>INCOME-QUALIFIED</del> LOW-INCOME RATE DISCOUNTS	[pending]	[pending]
6.20	NET METERING BILLING	09/01/23	9018
6.21	RENEWABLE ENERGY SYSTEM COST RECOVERY	[pending]	[pending]
7.0	STREET LIGHTING SERVICE	12/28/87	5674
7.1	AVAILABILITY	02/10/92	6501
7.2	SPECIFICATIONS	02/10/92	6501
7.3	LINE EXTENSION POLICY - STREET LIGHTS	12/28/87	5674
7.3.1	Underground Service to Street Lights		
7.4	TERMINATION OF SERVICE		
7.5	CONTINUITY OF SERVICE		
8.0	LARGE POWER CUSTOMER ELECTRIC SERVICE ABOVE 500 KW/KVA	04/23/19	8916
8.1	NEW LARGE ELECTRIC SERVICE	04/23/19	8916
8.2	CUSTOMER RESPONSIBILITIES	04/23/19	8916
8.3	FACILITIES	04/23/19	8916
8.4	CUSTOMER CONTRIBUTION FOR CONNECTION	04/23/19	8916
8.5	REDUNDANT FACILITIES	04/23/19	8916
8.5.1	Redundant Distribution	04/23/19	8916
8.5.2	Redundant Transformer	04/23/19	8916
8.5.3	Redundant Transmission	04/23/19	8916
9.0	EVOLVING INDUSTRY	03/26/19	8915
9.1	RISK CONSIDERATIONS FOR INCLUSION	03/26/19	8915
9.1.1	Concentration Risk	09/01/23	9018
9.1.2	Business Risk	09/01/23	9018
9.1.3	Regulatory Risk	03/26/19	8915
9.2	PERIODIC REVIEW BY ASSESSMENT TEAM	03/26/19	8915
9.3	EVOLVING INDUSTRY ENTRY AND EXIT CRITERIA	09/01/23	9018
9.4	RATE 17 DESIGN	09/01/23	9018
9.5	COMMISSION REPORTING	09/01/23	9018
9.6	APPLICATION AND QUEUE	03/26/19	8915

Effective ~~#9/#1~~/20234

Section	Description	Revised	Resolution
9.7	ATTESTATIONS	03/26/19	8915
9.8	LOAD SPLITTING AND METERING	03/26/19	8915
9.9	DETECTION AND ENFORCEMENT	03/26/19	8915
9.10	PENALTIES	03/26/19	8915
9.11	INFORMAL CONFERENCE / <del>HEARINGS</del>	[pending]	[pending]
10.0	REVISIONS	09/01/23	9018



**CUSTOMER SERVICE POLICIES**  
**FEE SCHEDULE**

*Fees shown on the Fee Schedule are set by the Grant PUD Commission and are subject to change at the discretion of the Commission.*

<b>Customer Service Policy Section</b>	<b>Item</b>	<b>Fee</b>
2.14	Revenue Protection and Power Diversion Fees	Actual Damages
2.14 B	Meter Resealing Fee	\$100.00
4.5.1 A	<p>Line Extension Fee</p> <p>If the Design cost is \$20,000 or greater, a true-up provision applies pursuant to a Time and Materials Contract.</p> <p>If actual costs are above the Design cost, the Customer will be billed for the difference. If the actual costs are below the Design cost, the Customer will receive an account credit for the difference.</p>	<p>Actual Fee per Design</p> <p>A 25% discount, up to a maximum \$2,500 discount, is available to Residential Customers on Rate Schedule 1, <i>excluding plat developers.</i></p> <p>A 25% discount, up to a maximum \$10,000 discount, is available to Irrigation Customers on Rate Schedule 3.</p>
4.5.1 B	<p>Underground Simple Service Fee (if moped and fiber handhole are already installed)</p> <hr/> <p>Overhead Simple Service Extension Fee (if transformer is already on pole and pole is within 100' of new meter base/mast)</p>	<p>Electric - \$850.00 Fiber - \$400.00</p> <hr/> <p>Electric - \$450.00 Fiber - \$430.00</p>
4.5.1 D	<p>Overhead Temporary Service</p> <p>Underground Temporary Service</p>	<p>\$380.00</p> <p>\$340.00</p>
5.3.5	False Call Fee	\$215.00
5.4.7	Meter Obstruction Fee	Basic Charge

**CUSTOMER SERVICE POLICIES**  
**FEE SCHEDULE**

*Fees shown on the Fee Schedule are set by the Grant PUD Commission and are subject to change at the discretion of the Commission.*

<b>Customer Service Policy Section</b>	<b>Item</b>	<b>Fee</b>
5.6.1	Net Metering Application Fee for New Installation	\$700.00
	Net Metering Application Fee for Modification of Facilities	\$300.00
6.1	Manual Meter Read	Installation Cost - \$250.00 Meter Read - \$65.00 per month
6.8	Return Check Fee	\$25.00
6.10	Late Payment Charge	Refer to CS110042-POL
6.11	Account Service Charge	\$15.00
6.12	After-Hours Fee (Call Center)	\$250.00
	After-Hours Fee (On-Site)	\$450.00
	<i>(Combined fees apply when both call-outs are applicable)</i>	
6.17.1	Disconnect Fee	\$50.00
6.18	Door Tag Fee	\$50.00

**CUSTOMER SERVICE POLICIES**  
**FEE SCHEDULE**

*Fees shown on the Fee Schedule are set by the Grant PUD Commission and are subject to change at the discretion of the Commission.*

<b>Customer Service Policy Section</b>	<b>Item</b>	<b>Fee</b>
8.1	Application Fee	New Demand Load Request
		0.5 MW to 2 MW      \$2,500
		Up to 10 MW      \$6,500
		Up to 20 MW      \$15,000
		Up to 40 MW      \$52,000
		Over 40 MW (*requires different process)      \$21,000
8.5	Redundant Capacity Charge	Monthly charge of \$0.85 per kW

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Resolution #####

Exhibit C

Effective ~~129~~/1/20~~24~~<sup>23</sup>

**CUSTOMER SERVICE POLICIES**  
**FEE SCHEDULE**

*Fees shown on the Fee Schedule are set by the Grant PUD Commission and are subject to change at the discretion of the Commission.*

Customer Service Policy Section	Item	Fee
2.14	Revenue Protection and Power Diversion Fees	Actual Damages
2.14 B	Meter Resealing Fee	\$100.00
4.5.1 A	Line Extension Fee  If the Design cost is \$20,000 or greater, a true-up provision applies pursuant to a Time and Materials Contract.  If actual costs are above the Design cost, the Customer will be billed for the difference. If the actual costs are below the Design cost, the Customer will receive an account credit for the difference.	Actual Fee per Design  A 25% discount, up to a maximum \$2,500 discount, is available to Residential Customers on Rate Schedule 1, <i>excluding plat developers.</i>  A 25% discount, up to a maximum \$10,000 discount, is available to Irrigation Customers on Rate Schedule 3.
4.5.1 B	Underground Simple Service Fee (if moped and fiber handhole are already installed)  Overhead Simple Service Extension Fee (if transformer is already on pole and pole is within 100' of new meter base/mast)	Electric - \$850.00 Fiber - \$400.00  Electric - \$450.00 Fiber - \$430.00
4.5.1 D	Overhead Temporary Service  Underground Temporary Service	\$380.00  \$340.00
5.3.5	False Call Fee	\$215.00
5.4.7	Meter Obstruction Fee	Basic Charge



Resolution #####

Exhibit C

Effective ~~12/9/1/2024~~ ~~23~~

**CUSTOMER SERVICE POLICIES**  
**FEE SCHEDULE**

Fees shown on the Fee Schedule are set by the Grant PUD Commission and are subject to change at the discretion of the Commission.

<u>Customer Service Policy Section</u>	<u>Item</u>	<u>Fee</u>
5.6.1	<del>Net Metering Application Fee for New Installation</del>	<del>\$7300.00</del>
	<del>Net Metering Application Fee for New Installation</del> <del>Modification of Facilities</del>	<del>\$300.00</del>
<u>Customer Service Policy Section</u>	<u>Item</u>	<u>Fee</u>
6.1	Manual Meter Read	Installation Cost - \$250.00 Meter Read - \$65.00 per month
6.8	Return Check Fee	\$25.00
<del>6.10</del>	Late Payment Charge	Refer to CS110042-POL
<del>6.11</del>	Account Service Charge	\$15.00
<del>6.12</del>	After-Hours Fee (Call Center)	\$250.00
	After-Hours Fee (On-Site)	\$450.00
	<i>(Combined fees apply when both call-outs are applicable)</i>	
<del>6.178.1</del>	Disconnect Fee	\$50.00
<del>6.189</del>	Door Tag Fee	\$50.00

**Commented [CB1]:** Update Net Metering Application Fees. \$700 for New Installation and \$300 for Modification of Existing Facilities.

**Commented [CB2]:** Update Net Metering Application Fees. \$700 for New Installation and \$300 for Modification of Existing Facilities.



Resolution #####

Exhibit C


Effective ~~12/9~~/1/2024~~23~~

**CUSTOMER SERVICE POLICIES**  
**TEE SCHEDULE**

*Fees shown on the Fee Schedule are set by the Grant PUD Commission and are subject to change at the discretion of the Commission.*

<u>Customer Service Policy Section</u>	<u>Item</u>	<u>Fee</u>
8.1	Application Fee	New Demand Load Request 0.5 MW to 2 MW      \$2,500 Up to 10 MW        \$6,500 Up to 20 MW        \$15,000 Up to 40 MW        \$52,000 Over 40 MW         \$21,000 (*requires different process)
8.5	Redundant Capacity Charge	Monthly charge of \$0.85 per kW

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<b>Effective Date:</b> 12/1/2024	<b>Version: 4</b> <b>Supersedes:</b> 3/1/21	<b>Related Documents:</b> Customer Service Policy, Section 6
		<b>DEPOSIT SCHEDULE</b>
<b>Approved by: Resolution #####</b>		

## **CSS-CBC-PRO-122 – DETERMINING, WAIVING, OPTIONS OR REFUNDING DEPOSITS**


Deposits may be required for all Customers.

1. Existing Service Agreements prior to the effective date of this document, will comply with Grant PUD’s deposit requirements in effect prior to this updated version.
2. New Service Agreements effective as of the date of this document will comply with Grant PUD’s deposit requirements based on the Rate Schedules herein.
3. If the Customer fails to comply with or make any of the payments required by Grant PUD, or fails to maintain other security in lieu of a cash deposit, the Customer will not be provided service or may be disconnected in accordance with Grant PUD’s disconnect for non-payment policy.

The full amount of the deposit, plus the disconnect for non-payment fee and account arrearages will be required prior to turning the service back on.


4. Grant PUD may require a new or additional deposit for Customers whose service(s) experience significant electrical load changes.
5. Grant PUD retains the right to perform credit checks to determine credit worthiness.
6. Management may determine credit worthiness based on additional pertinent information provided by the Customer.

Based upon the same, Grant PUD may impose deposit requirements different from those set forth above as deemed necessary to protect Grant PUD’s interest. In such cases the Customer will be given notice and an opportunity for a hearing.


<b>Effective Date:</b> 12/1/2024	<b>Version: 4</b> <b>Supersedes:</b> 3/1/21	<b>Related Documents:</b> Customer Service Policy, Section 6
 <h1 style="margin: 0;">DEPOSIT SCHEDULE</h1>		
<b>Approved by: Resolution #####</b>		

<b>Rate</b>	<b>Deposit Amounts</b>	<b>Deposit Waivers</b>	<b>Deposit Options</b>
Rate 1 / Personal Name or Business Name	\$200 per meter	Has no outstanding delinquencies and has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the previous twelve (12) month period of service.  Receives a satisfactory Online Utility Exchange Risk Score.	Cash
Landlords	Number of rental units x \$200.	Has no outstanding delinquencies and has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the previous twenty-four (24) month period of service.	Cash
Rate 2 / Personal Name or Business Name	200% of the actual or estimated average monthly bill for the last twelve (12) months, but in no event less than \$200.	Has no outstanding delinquencies and has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the previous twenty-four (24) month period of service.	Cash <u>or</u> Personal Guarantee using Grant PUD's form




<b>Effective Date:</b> 12/1/2024	<b>Version: 4</b> <b>Supersedes:</b> 3/1/21	<b>Related Documents:</b> Customer Service Policy, Section 6
 <h1 style="margin: 0;">DEPOSIT SCHEDULE</h1>		
<b>Approved by: Resolution #####</b>		

<b>Rate</b>	<b>Deposit Amounts</b>	<b>Deposit Waivers</b>	<b>Deposit Options</b>
Rate 3 / Personal Name or Business Name	Deposit equal to the total actual or estimated billings for the service during the previous year as calculated by Grant PUD.	Has entered into an Irrigation Power Agreement (IPA) with the District and has no outstanding delinquencies <u>and</u> has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the last five (5) years <u>or</u> Receives a satisfactory Online Utility Exchange Risk Score	Cash or Pre-Pay <u>or</u> Deposits \$1,000 or more, Grant PUD may accept in lieu of cash, a combination of one or more of the following: <ul style="list-style-type: none"> <li>• Utility (Surety) Bond, RM000002B-FRM</li> <li>• Letter of Credit from an institution determined by Grant PUD to be credit worthy</li> <li>• Personal Guarantee using the District's form</li> </ul>
Rate 3 / Leased Parcels	Deposit equal to the total actual or estimated billings for the service during the previous year as calculated by Grant PUD.	Has entered into an Irrigation Power Agreement (IPA) with the District on another parcel of land and has no outstanding delinquencies <u>and</u> has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the last five (5) years and the irrigation account is in a personal name.	<ul style="list-style-type: none"> <li>• Personal Guarantee if the account is in a business name</li> </ul>


<b>Effective Date:</b> 12/1/2024	<b>Version: 4</b> <b>Supersedes:</b> 3/1/21	<b>Related Documents:</b> Customer Service Policy, Section 6
 <h1 style="margin: 0;">DEPOSIT SCHEDULE</h1>		
<b>Approved by: Resolution #####</b>		

<b>Rate</b>	<b>Deposit Amounts</b>	<b>Deposit Waivers</b>	<b>Deposit Options</b>
Rate 7 Rate 14 Rate 15 Rate 16 Rate 17 Rate 19 Rate 85	250% of the actual or estimated average monthly bill for the last twelve (12) months, or two times the highest monthly bill, whichever is greater.	Deposit held for life of service, no waivers	Cash <u>or</u> Deposits \$1,000 or more, Grant PUD may accept in lieu of cash, a combination of one or more of the following: <ul style="list-style-type: none"> <li>• Deposit Reduction Calculation, RM000002- REF</li> <li>• Utility (Surety) Bond, RM000002B-FRM</li> <li>• Letter of Credit from an institution determined by Grant PUD to be credit worthy.</li> </ul>
Government Agencies	City, State or Federal Agency	No Deposit Required for Governmental Agencies	


<b>Effective Date:</b> 12/1/2024	<b>Version: 4</b> <b>Supersedes:</b> 3/1/21	<b>Related Documents:</b> Customer Service Policy, Section 6
 <h1 style="margin: 0;">DEPOSIT SCHEDULE</h1>		
<b>Approved by: Resolution #####</b>		

**7.** Conditions under which a Customer may be required to pay a new or an additional deposit.

<b>Rate</b>	<b>Condition</b>	<b>Amount</b>
Rate 1	<ul style="list-style-type: none"> <li>• Service is disconnected for non-payment,</li> <li>• Provides two (2) NSF payments within twelve (12) month period,</li> <li>• Meter Tampering</li> </ul>	\$200
Rate 2	<ul style="list-style-type: none"> <li>• Service is disconnected for non-payment,</li> <li>• Provides two (2) NSF payments within twelve (12) month period,</li> <li>• Meter Tampering</li> </ul>	200% of the actual or estimated average monthly bill for the last twelve (12) month period, but in no event less than \$200. Personal Guarantee will not be allowed.
Rate 3	<ul style="list-style-type: none"> <li>• Service is disconnected for non-payment,</li> <li>• Provides two (2) NSF payments within twelve (12) month period.</li> <li>• Meter Tampering, an IPA shall not preclude Grant PUD requiring a deposit.</li> </ul>	200% of the actual or estimated average monthly bill for the last twelve (12) month period. Personal Guarantee will not be allowed.


<b>Effective Date:</b> 12/1/2024	<b>Version: 4</b> <b>Supersedes:</b> 3/1/21	<b>Related Documents:</b> Customer Service Policy, Section 6
 <h1 style="margin: 0;">DEPOSIT SCHEDULE</h1>		
<b>Approved by: Resolution #####</b>		

Rate 7 Rate 14 Rate 15 Rate 16 Rate 17 Rate 19 Rate 85	<ul style="list-style-type: none"> <li>• Service is disconnected for non-payment,</li> <li>• provides two (2) NSF payments Or two (2) late payments within a twelve (12) month period.</li> <li>• Meter Tampering</li> </ul>	350% of the actual or estimated average monthly bill for the last twelve (12) month period.
Rate 7 Rate 14 Rate 15 Rate 16 Rate 17 Rate 19 Rate 85	For new or additional deposit for existing credit worthy customers that have added load, the deposit will be calculated per meter up to:	250% of the actual or estimated average monthly bill for the last twelve (12) months, but in no event less than \$500.  <u>or</u>  based on estimated load, this may be a negotiated amount and monitored annually.
Rate 7 Rate 14 Rate 15 Rate 16 Rate 17 Rate 19 Rate 85	Will be monitored annually;	An increase of average load of fifteen (15) percent or greater over the prior twelve (12) months as measured by billing demand will require an additional deposit.  Online Utility Industrial/Commercial review

<b>Effective Date:</b> 12/1/2024	<b>Version: 4</b> <b>Supersedes:</b> 3/1/21	<b>Related Documents:</b> Customer Service Policy, Section 6
		<h1>DEPOSIT SCHEDULE</h1>
<b>Approved by: Resolution ####</b>		

**8. Conditions where a customer may obtain a full or partial refund.**

<b>Rates</b>	<b>Deposit Refunds</b>
Rate 1	Customer has established Satisfactory Credit History with Grant PUD as measured by their Current Credit Rating of 826 or greater during the most recent twelve (12) month period of service.
Rate 2	Customer has established Satisfactory Credit History with Grant PUD as measured by their Current Credit Rating of 826 or greater during the most recent twenty-four (24) month period of service.
Rate 3	Has entered into an IPA with Grant PUD <u>and</u> has no outstanding delinquencies and has established Satisfactory Credit History with Grant PUD of 826 or greater during the most recent twelve (12) month period <u>or</u> receives a satisfactory Online Utility Exchange Risk Score.
Rate 7 Rate 14 Rate 15 Rate 16 Rate 17 Rate 19 Rate 85	The total deposit is held for the life of the account, upon annual review, decreases of 15% or greater.
Landlords	Customer has established Satisfactory Credit History with Grant PUD as measured by their Current Credit Rating of 826 or greater during the most recent twenty-four (24) month period of service.

<b>Effective Date:</b> 3/01/202112/1/2024	<b>Version: 34</b> <b>Supersedes:</b> 10/5/163/1/21	<b>Related Documents:</b> Customer Service Policy, Section 6
 <b>DEPOSIT</b> <b>PROCEDURE SCHEDULE</b>		
<b>Approved by: Terry McKenzie Resolution ####</b>		

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## CSS-CBC-PRO-122 – DETERMINING, WAIVING, OPTIONS OR REFUNDING DEPOSITS

Deposits ~~may be~~ required for all Customers.

Commented [CW1]: Consistent to Customer Service Policy section 6.

**1.** Existing Service Agreements ~~Customers as prior to the effective date of (Date)~~ of this document, will comply with Grant PUD’s deposit requirements in effect prior to this updated version.

~~1-2.~~ **2.** New Service Agreements effective as of the date of this document who do not have a deposit, adequate deposit or security in lieu of cash deposit will, comply with Grant PUD’s deposit initiative requirements based on the Rate Schedules herein.

~~2-3.~~ **3.** If the Customer fails to comply with or make any of the payments required by Grant PUD, or fails to maintain other security in lieu of a cash deposit, the Customer will not be provided service or may be disconnected in accordance with Grant PUD’s disconnect for non-payment policy.

The full amount of the deposit, plus the disconnect for non-payment fee and account arrearages, will be required prior to turning the service back on.

Commented [CW2]: Consistent to Customer Service Policy section 6.

~~3-4.~~ **4.** Grant PUD may require a new or additional deposit for Customers whose service(s) experience significant electrical load changes, ~~a partial deposit payment may be required and will be trued up with enough data.~~

**4-5.** Grant PUD retains the right to perform credit checks to determine credit worthiness.

~~5-6.~~ **6.** Management may determine credit worthiness based on additional pertinent information provided by the Customer.

Based upon the same, Grant PUD may impose deposit requirements different from those set forth above as deemed necessary to protect Grant PUD’s interest. In such cases the Customer will be given notice and an opportunity for a hearing.

**Effective Date:**  
3/01/2021-12/1/2024

**Version: 34**  
**Supersedes:**  
10/5/163/1/21

**Related Documents:**  
Customer Service Policy, Section 6



# DEPOSIT PROCEDURE SCHEDULE

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Approved by: **Terry McKenzie** Resolution ####

Rate	Deposit Amounts	Deposit Waivers	Deposit Options
Rate 1 / Personal Name or Business Name	\$ <del>200</del> 150 per meter	Has no outstanding delinquencies and has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the <del>most previous recent</del> twelve (12) month period of service <del>during the last five (5) years.</del>  <del>Receives a</del> <u>Receives a</u> <del>satisfactory Online</del> <u>satisfactory Online</u> <del>Utility Exchange Risk</del> <del>Receives a</del> <u>Receives a</u> <del>satisfactory Online</del> <u>satisfactory Online</u> <del>Utility Exchange</del> <u>Utility Exchange</u> <del>Risk Score.</del>	Cash

**Effective Date:**  
3/01/2021-12/1/2024

**Version: 34**  
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10/5/163/1/21

**Related Documents:**  
Customer Service Policy, Section 6



# DEPOSIT PROCEDURE SCHEDULE

Approved by: **Terry McKenzie** Resolution #####

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Landlords	Number of rental units <del>x 10%</del> x <del>\$200</del> 150, but in no event less than \$150.	<u>Has no outstanding delinquencies and has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the previous twenty-four (24) month period of service.</u> <del>No Waivers or</del>	Cash
Rate 2 / Personal Name or Business Name	200% of the actual or estimated average monthly bill for the last twelve (12) months, but in no event less than <del>\$200</del> 150.	Has no outstanding delinquencies and has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the <u>previous</u> <del>most recent</del> twenty-four (24) month period of service <u>during the last five</u>	Cash <del>Rate 2 can provide Grant PUD a or</del> Personal Guarantee using Grant PUD's form
<u>Rate</u>	<u>Deposit Amounts</u>	<u>Deposit Waivers</u>	<u>Deposit Options</u>

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**Effective Date:**  
3/01/2021-12/1/2024

**Version: 34**  
**Supersedes:**  
10/5/163/1/21

**Related Documents:**  
Customer Service Policy, Section 6



# DEPOSIT PROCEDURE SCHEDULE

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Approved by: ~~Terry McKenzie~~ Resolution #####

Rate 3 / Personal Name or Business Name	Deposit equal to the total actual or estimated billings for the service during the previous year as calculated by Grant PUD.	Has entered into an Irrigation Power Agreement (IPA) with the District and has no outstanding delinquencies <del>-and</del> has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the last five (5) years- <u>or</u> <u>Receives a satisfactory Online Utility Exchange Risk Score</u>	Cash or Pre-Pay <u>or</u> <u>Deposits \$1,000 or more, Grant PUD may accept in lieu of cash, a combination of one or more of the following:</u> <ul style="list-style-type: none"><li><u>Utility (Surety) Bond, RM000002B-FRM</u></li><li><u>Letter of Credit from an institution determined by Grant PUD to be credit worthy</u></li><li><u>Personal Guarantee using the District's form</u></li></ul>
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**Effective Date:**  
3/01/2021-12/1/2024

**Version: 34**  
**Supersedes:**  
10/5/163/1/21

**Related Documents:**  
Customer Service Policy, Section 6



# DEPOSIT PROCEDURE SCHEDULE

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Approved by: **Terry McKenzie** Resolution #####

<u>Rate</u>	<u>Deposit Amounts</u>	<u>Deposit Waivers</u>	<u>Deposit Options</u>
<u>Rate 3 / Leased Parcels</u> <u>Rate 3 / Personal Name or Business Name</u>	<u>Deposit equal to the total actual or estimated billings for the service during the previous year as calculated by Grant PUD.</u>	<u>Has entered into an Irrigation Power Agreement (IPA) with the District on another parcel of land and has no outstanding delinquencies and has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the last five (5) years and the irrigation account is in a personal name. Or receives an Online Utility Exchange Risk</u>	<u>Personal Guarantee if the account is in a business</u> <u>Deposits \$1,000 or more, Grant PUD may accept in lieu of cash, a combination of one or more of the following:</u> <ul style="list-style-type: none"><li><u>Utility (Surety) Bond, RM000002B-FRM</u></li><li><u>Letter of Credit from an institution determined by Grant PUD to be credit worthy</u></li><li><u>Personal Guarantee</u></li></ul>
<u>Rate 7</u> <u>Rate 14</u> <u>Rate 15</u> <u>Rate 16</u> <u>Rate 17</u> <u>Rate 19</u> <u>Rate 85</u> <u>Rate 3 / Leased Parcels</u>	<u>250% of the actual or estimated average monthly bill for the last twelve (12) months, or two times the highest monthly bill, whichever is greater. Deposit equal to the total actual or estimated billings for the service during the previous year as calculated by</u>	<u>Deposit held for life of service, no waivers</u> <u>Has established Satisfactory Credit Rating with Grant PUD of 826 or greater during the last five (5) years and the irrigation account is in a personal name.</u>	<u>Cash or Deposits \$1,000 or more, Grant PUD may accept in lieu of cash, a combination of one or more of the following:</u> <ul style="list-style-type: none"><li><u>Deposit Reduction Calculation, RM000002- REF</u></li><li><u>Utility (Surety) Bond, RM000002B-FRM</u></li><li><u>Letter of Credit from an institution determined by Grant</u></li></ul>

**Effective Date:**  
3/01/2021-12/1/2024

**Version: 34**  
**Supersedes:**  
10/5/163/1/21

**Related Documents:**  
Customer Service Policy, Section 6



# DEPOSIT PROCEDURE SCHEDULE

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	Grant PUD.		<u>PUD to be credit worthy. Personal Guarantee if the account is in a business name.</u>
Rate 7	<u>250% of the actual or estimated average monthly bill for the last twelve (12) months, or two times the highest monthly bill, whichever is greater.</u>	<u>Deposit held for life of service, no waivers</u>	Cash
Rate 7			<u>Deposits \$1,000 or more, Grant PUD may accept in lieu of cash, a combination of one or more of the following:</u> <ul style="list-style-type: none"><li><u>• Deposit Reduction Calculation, RM000002-REF</u></li><li><u>• Utility (Surety) Bond, RM000002B-FRM</u></li></ul>

**Effective Date:**  
3/01/2021-12/1/2024

**Version: 34**  
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# **DEPOSIT PROCEDURESCHEDULE**

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				<del>Letter of Credit from an institution determined by Grant PUD to be credit worthy.</del>
Government Agencies	City, State or Federal Agency	No Deposit Required for Governmental Agencies		

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<b>Effective Date:</b> 3/01/2021+12/1/2024	<b>Version: 34</b> <b>Supersedes:</b> 10/5/163/1/21	<b>Related Documents:</b> Customer Service Policy, Section 6
 <b>DEPOSIT</b> <b>PROCEDURE SCHEDULE</b>		
Approved by: <b>Terry McKenzie</b> Resolution ###		

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**6.7.** Conditions under which a customer may be required to pay a new or an additional deposit.

Rate	Condition	Amounts
Rate 1	<ul style="list-style-type: none"> <li>Service is disconnected for non-payment,</li> <li>Provides two (2) NSF payments within twelve (12) month period.</li> <li><u>Meter Tampering</u></li> </ul>	\$150200
Rate 1	<ul style="list-style-type: none"> <li><del>Second event within twelve (12) months. An event is a disconnect for non-payment, 2 NSF checks, assigned account and a write off.</del></li> </ul>	<del>350% of the actual or estimated average monthly bill for the last twelve (12) month period.</del>
Rate 1	<ul style="list-style-type: none"> <li><del>Meter Tampering</del></li> </ul>	<del>350% of the actual or estimated average monthly bill for the last twelve (12) month period.</del>
Rate 2	<ul style="list-style-type: none"> <li>Service is disconnected for non-payment,</li> <li>Provides two (2) NSF payments within twelve (12) month period.</li> <li><u>Meter Tampering</u></li> </ul>	200% <del>theof the</del> actual or estimated average monthly bill for the last twelve (12) month period, <u>but in no event less than \$200.</u> Personal Guarantee will not be allowed.

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# DEPOSIT PROCEDURE SCHEDULE

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Rate 2	<del>• Second disconnect for non-payment occurs within twelve (12) months.</del>	<del>350% of the actual or estimated average monthly bill for the last twelve (12) month period.</del>
Rate 2	<del>• Meter Tampering</del>	<del>350% of the actual or estimated average monthly bill for the last twelve (12) month period.</del>
Rate 2	<del>• Third disconnect for non-payment occurs within twelve (12) months or any additional tampering occurs.</del>	<del>525% of the actual or estimated average monthly bill for the last twelve (12) month period.</del>
Rate 3	<ul style="list-style-type: none"><li>• Service is disconnected for non-payment,</li><li><del>• Provides two (2) NSF payments within twelve</del></li><li><del>• (12) month period.</del></li><li><del>• Meter Tampering, an IPA shall not preclude Grant PUD requiring a deposit.</del></li></ul>	<del>200% of the actual or estimated average monthly bill for the last twelve (12) month period.</del> <del>Personal Guarantee will not be allowed. Deposit for five (5) years equal to the total actual or estimated billings for the service during the previous year as calculated by Grant PUD. Personal Guarantee will not be allowed.</del>
Rate 3	<del>• Meter Tampering, an IPA shall not preclude Grant PUD requiring a deposit.</del>	<del>350% of the actual or estimated average monthly billings for the last twelve (12) month period.</del>

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# DEPOSIT PROCEDURE SCHEDULE

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<a href="#">Rate 7</a> <a href="#">Rate 14</a> <a href="#">Rate 15</a> <a href="#">Rate 16</a> <a href="#">Rate 17</a> <a href="#">Rate 19</a> <a href="#">Rate 85</a>	<ul style="list-style-type: none"><li>• Service is disconnected for non-payment,</li><li>• provides two (2) NSF payments Or two (2) late payments within a twelve (12) month period.</li><li>• <a href="#">Meter Tampering</a></li></ul>	<del>3 times the highest bill or</del> 350% of the actual or estimated average monthly bill for the last twelve (12) month period.
<a href="#">Rate 7</a> <a href="#">Rate 14</a> <a href="#">Rate 15</a> <a href="#">Rate 16</a> <a href="#">Rate 17</a> <a href="#">Rate 19</a> <a href="#">Rate 85</a>	For new or additional deposit for existing credit worthy customers that have added load, the deposit will be calculated per meter up to:-	250% of the actual or estimated average monthly bill for the last twelve (12) months, <del>or two times the highest monthly bill, whichever is greater.</del> but in no event less than \$500. <del>Or-or</del>
<a href="#">Rate 7</a> <a href="#">Rate 14</a> <a href="#">Rate 15</a> <a href="#">Rate 16</a> <a href="#">Rate 17</a> <a href="#">Rate 19</a> <a href="#">Rate 85</a>	Will be monitored annually;	An increase of average load of fifteen (15) percent or greater over the prior twelve (12) months as measured by billing demand will require an additional deposit. Online Utility Industrial/Commercial review

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# DEPOSIT PROCEDURE SCHEDULE

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Landlords	<ul style="list-style-type: none"><li>Service is disconnected for non-payment;</li><li>Provides two (2) NSF payments within twelve (12) month period</li></ul>	<ul style="list-style-type: none"><li>\$150</li></ul>
Landlords	<ul style="list-style-type: none"><li>Second disconnect for non-payment occurs within twelve (12) months.</li></ul>	<ul style="list-style-type: none"><li>350% of the actual or estimated average monthly bill for the last twelve (12) month period.</li></ul>
Landlords	<ul style="list-style-type: none"><li>Meter Tampering</li></ul>	<ul style="list-style-type: none"><li>350% of the actual or estimated average monthly bill for the last twelve (12) month period.</li></ul>



<b>Effective Date:</b> 3/01/2021-12/1/2024	<b>Version: 34</b> <b>Supersedes:</b> <del>10/5/163/1/21</del>	<b>Related Documents:</b> Customer Service Policy, Section 6
 <b>DEPOSIT</b> <b>PROCEDURE SCHEDULE</b>		
<b>Approved by: Terry McKenzie Resolution #####</b>		

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**7-8. Conditions where a customer may obtain a full or partial refund.**

<b>Rates</b>	<b>Deposit Refunds</b>
Rate 1	Customer has established Satisfactory Credit History with Grant PUD as measured by their Current Credit Rating of 826 or greater during the most recent twelve (12) month period of service.
Rate 2	Customer has established Satisfactory Credit History with Grant PUD as measured by their Current Credit Rating of 826 or greater during the most recent twenty-four (24) month period of service.
Rate 3	Has entered into an IPA with Grant PUD <u>and</u> has no outstanding delinquencies and has established Satisfactory Credit History with Grant PUD of 826 or greater during the most recent twelve (12) month period <u>or</u> receives a satisfactory Online Utility Exchange Risk Score.
Rate 7 <a href="#">Rate 14</a> <a href="#">Rate 15</a> <a href="#">Rate 16</a> <a href="#">Rate 17</a> <a href="#">Rate 19</a> <a href="#">Rate 85</a>	The total deposit is held for the life of the account, upon annual review, decreases of 15% or greater.
Landlords	Customer has established Satisfactory Credit History with Grant PUD as measured by their Current Credit Rating of 826 or greater during the most recent twenty-four (24) month period of service.

# **For Commission Review – 11/12/2024**


Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract No. 110-12625 for the proposed 5-year Purchase Power Agreement (PPA) with Goose Prairie Solar LLC.


xxxx

**MEMORANDUM**

**Date 10/27/2024**

**TO:** Rich Wallen, General Manager

**VIA:** John Mertlich, Chief Commercial Officer 

**FROM:** Rich Flanigan, Sr. Manager Power Portfolio Strategy 

**SUBJECT:** Proposed 5-Year Purchase Power Agreement with Goose Prairie

**Purpose:** To request Commission approval for the General Manger to execute Contract 110-12625 for the proposed 5-year Purchase Power Agreement (PPA) with Goose Prairie solar development, commencing no earlier than January 8, 2025.

**Discussion:** Grant PUD staff recommends entering into a PPA with Goose Prairie, LLC (Goose Prairie) for the output of their 80 MW solar development for a 5-year term beginning no earlier than January 8, 2025. Goose Prairie participated in Grant’s recent All Source Request For Proposal.

Slice sales such as this proposed transaction have proven to be a successful strategy to reduce risk while maximizing the value of Grant PUD’s hydro system. These sales have several benefits including:

- Elimination of year-to-year water risk
- Shared operational risk
- Stable and predictable revenue
- Increased value for non-carbon attributes and flexibility
- Viewed favorably by the rating agencies

*The Product.* Grant will receive 100% of the energy and capacity output from the Goose Prairie solar development. Goose Prairie is an 80 MW solar facility, located east of Moxee, Washington in Yakima County. The energy output from Goose Prairie will be contracted at the busbar, with 80 MW of point-to-point transmission on the Bonneville Power Administration’s (BPA) system providing delivery to Grant’s Balancing Area. BPA will also be providing ancillary services for hourly deliveries.

*The Process.* Last fall, Grant issued an All-Source Energy and Capacity Request For Proposal intended to help Grant meet three primary objectives; 1) get a better understanding of a very competitive market for power supply, 2) focus on finding long-term clean energy solutions to meet Grant’s growing retail load, and 3) let developers know that Grant was looking for capacity and energy to help meet its Integrated Resource Planning needs.

Grant received a strong response to the RFP with 82 proposals being submitted. The RFP team scored these proposals using the following evaluation criteria; 70% based on the economic value, 15% on the risk assessment, and 15% on the strategic fit. From this evaluation, the Goose Prairie solar project scored in the top quartile.

*Contract Review:* An extensive internal review process was again used to construct the final agreement. There was an internal review by subject matter experts from Finance, Accounting, Dispatch, Control Systems Engineering, Compliance, and Risk. In addition, internal and external legal have reviewed the final contract.

**Justification:** The proposed PPA helps meet two of Grant's Strategic Pillars; Strategic Pillar #2, Develop and Execute Strategies that help prepare the PUD for the changing electric power utility industry inclusive of the risk considerations and Strategic Pillar #4, Develop an Intentional Demand Strategy. In addition, the Goose Prairie PPA helps Grant in sourcing appropriate and sufficient power to provide reliable service and positions Grant PUD in meeting future clean energy standards outlined in Grant's 2024 Integrated Resource Plan (IRP).

**Recommendation:** Commission gives approval to the General Manger to execute Contract 110-12625 for the proposed 5-year Purchase Power Agreement (PPA) with Goose Prairie solar development.

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

**CONFIRMATION AGREEMENT  
UNDER THE WSPP AGREEMENT  
dated as of [ ], 2024, by and between  
GOOSE PRAIRIE SOLAR LLC and PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY**

By this Confirmation Agreement (the “Confirmation”), dated as of [ ], 2024 (“Effective Date”), Goose Prairie Solar LLC (“Seller”) and Public Utility District No. 2 of Grant County (“Buyer”) agree to amend specified sections of that version of the WSPP Agreement, including the Service Schedules and Exhibits attached thereto, effective September 11<sup>th</sup>, 2023, and (if agreed between the Parties after such amendment is approved by FERC) as such version of the WSPP Agreement may be amended from time to time in accordance with the guidelines and procedures of WSPP Inc. Capitalized terms used but not otherwise defined herein have the meanings set forth in the WSPP Agreement, except for references to “this Agreement” in the WSPP Agreement and herein shall be deemed to mean the WSPP Agreement as modified by this Confirmation. To the extent there is a conflict between a provision of the WSPP Agreement and this Confirmation, the terms of this Confirmation shall control. The term “Buyer” in this Confirmation and the term “Purchaser” in the WSPP Agreement shall be considered synonymous.

**A. Terms:** The terms of the transaction to which this Confirmation relates are as follows:

<b>Seller</b>	Goose Prairie Solar, LLC
<b>Buyer</b>	Public Utility District No. 2 of Grant County
<b>Products</b>	The Contract Quantity (on a Unit Contingent basis) of electric energy and capacity from the Project for each Settlement Interval during the Delivery Term, expressed in MWh, as measured at the Delivery Point.
<b>Project</b>	Goose Prairie Solar, the solar photovoltaic electrical generation facility on a site located in Yakima County, Washington, as more fully described in <u>Attachment A</u> .
<b>Delivery Point</b>	That physical point on the BPA transmission system represented by the [REDACTED] point of receipt in [REDACTED].
<b>Expected Nameplate Capacity</b>	[REDACTED] MWdc / [REDACTED] MWac, as may be modified by Seller
<b>Contract Price</b>	\$ [REDACTED] per MWh of Contract Quantity
<b>Delivery Term</b>	The period commencing on the earlier to occur of (i) January 8, 2025 if Commercial Operation has been achieved on or prior to such date and (ii) if Commercial Operation has not been achieved on or prior to January 8, 2025, the Commercial Operation Date, and ending on the earlier of (x) the fifth anniversary of the date on which the Delivery Term commenced and (y) February 27, 2030.
<b>Term</b>	The Term of this Transaction shall commence upon the Effective Date and shall continue until the later of (i) the expiration of the Delivery Term or (ii) termination of this Agreement in accordance with “Termination” below.
<b>Commercial Operation Date</b>	Seller will use commercially reasonable efforts to cause the Project to achieve Commercial Operation on or before the Expected Commercial Operation Date; <i>provided</i> , that Seller’s obligation to deliver, and Buyer’s obligation to purchase, the Products will commence on the first date of the Delivery Term,

	unless the Parties mutually agree to commence the purchase and sale of the Products on an earlier date.
<b>Commercial Operation and Maintenance</b>	Seller agrees to operate and maintain the Project according to Prudent Industry Practices, including maintaining and servicing all equipment, and cleaning solar panels according to Prudent Industry Practices. Such operation and maintenance will be done with the objective of maximizing generation from the Project.
<b>Delay Damages</b>	<p>“<u>Delay Damages</u>” means an amount equal to \$ [REDACTED] per day.</p> <p>If Commercial Operation has not been achieved on or before the Guaranteed Commercial Operation Date, Seller will continue to construct the Project and pay Delay Damages to Buyer. Delay Damages will accrue for each day after the Guaranteed Commercial Operation Date that Commercial Operation has not been achieved, until the earlier of (i) the Commercial Operation Date, and (ii) the date this Agreement is terminated pursuant to “Termination” below. Notwithstanding the foregoing, in no event will Seller be liable for Delay Damages in excess of the amount of Seller’s Security. Delay Damages are payable to Buyer no later than [REDACTED] Business Days following the calendar month in which such Delay Damages accrued. If Seller does not timely pay the Delay Damages, Buyer will have the right to draw on and retain from the Seller’s Security an amount equal to the Delay Damages that have accrued and not been paid.</p>
<b>Expected Commercial Operation Date</b>	[REDACTED]
<b>Guaranteed Commercial Operation Date</b>	[REDACTED]
<b>COD Termination Deadline</b>	[REDACTED]
<b>Buy-Down Right</b>	<p>If Commercial Operation is achieved with capacity of less than [REDACTED] of the Expected Nameplate Capacity, then Seller will use commercially reasonable efforts to install the remaining Expected Nameplate Capacity by no later than the COD Termination Deadline. If the final nameplate capacity (“<u>Final Nameplate Capacity</u>”) is less than the Expected Nameplate Capacity as of the COD Termination Deadline, then Seller will (i) notify Buyer in writing of the Final Nameplate Capacity to be used for the Delivery Term, and (ii) pay Buyer damages equal to (1) the Capacity Shortfall Damages amount, multiplied by (2) the Expected Nameplate Capacity minus the Final Nameplate Capacity as of the COD Termination Deadline. In the event Seller does not pay such damages within [REDACTED] Business Days after the COD Termination Deadline, Buyer has the right to draw on and retain for its sole benefit the Seller’s Security in an amount equal to the damages calculated pursuant to clause (ii) above in satisfaction of such payment. [REDACTED]</p>
<b>Capacity Shortfall Damages</b>	\$ [REDACTED] /MW.
<b>Termination</b>	Subject to the provisions of “Uncontrollable Force Pre-COD” below, if the Project has not achieved Commercial Operation by the COD Termination Deadline, then either Party will have the right in its sole discretion to

	<p>terminate this Agreement immediately upon written notice to the other Party; provided, that in the case of such termination by either Party, Seller will within █ Business Days after such termination pay to Buyer the Early Termination Fee (and Buyer will have the right to draw on and retain for Buyer's sole benefit the Seller's Security in an amount equal to the Early Termination Fee in satisfaction of such payment). Seller's payment of an amount equal to the Early Termination Fee, or Buyer's retention of Seller's Security in satisfaction of payment, shall be Seller's sole liability and Buyer's sole remedy associated with Seller's failure to achieve Commercial Operation by the COD Termination Deadline. Notwithstanding anything herein to the contrary, if the Project achieves Commercial Operation after the COD Termination Deadline and neither Party has exercised its right to terminate this Agreement, then such right of termination shall be deemed to be extinguished with respect to both Parties.</p>
<p>█</p>	<p>█</p> <p>█</p>
<p><b>Uncontrollable Force Pre-COD</b></p>	<p>The Guaranteed Commercial Operation Date and COD Termination Deadline will be extended on a day-for-day basis up to a maximum of █ days in the aggregate, equal to the total duration of any Uncontrollable Force.</p> <p>Seller will give written notice to Buyer describing any Uncontrollable Force. The number of days of such extension will be calculated from the date on which the Uncontrollable Force begins. If the Uncontrollable Force delays Commercial Operation for more than █ days in the aggregate, then either Party will have the right to terminate this Agreement upon █ Business Days'</p>



	written notice and neither Party will be liable to the other Party for damages as result of such termination.
<b>Transmission Credits</b>	Seller shall be entitled to any monetary transmission service credits (or cash reimbursement) refunded or paid by BPA in respect of the Project and which relate to amounts funded by Seller. Buyer shall be entitled to any monetary transmission service credits (or cash reimbursement) refunded or paid by BPA or third parties, in respect of the Project and which relate to amounts funded by Buyer. To the extent either Party receives payment of any amount owed to the other Party, the receiving Party will promptly reimburse the other Party the amount of such transmission service credits or other form of reimbursement. For the avoidance of doubt, Buyer shall be entitled to retain revenues generated if Buyer resells transmission to any other person (including BPA); provided that Buyer shall not resell transmission in a way that adversely affects Buyer’s ability to purchase the Products in accordance herewith.
<b>Climate Commitment Act</b>	Buyer will comply with all reporting and other obligations under the Washington State Climate Commitment Act that are applicable to the transaction contemplated by this Agreement, including any reporting or compliance obligations associated with balancing energy from the Project and consistent with further guidance and rules issued by the Washington State Department of Ecology. In the event Seller becomes responsible for reporting or compliance obligations under the Climate Commitment Act associated with balancing energy from the Project, Buyer will transfer allowances to Seller to cover such obligation and reimburse Seller for any related costs and expenses.
<b>Variable Energy Resource Balancing Service</b>	<p>Seller will be responsible for obtaining and maintaining, and Buyer will pay all costs, penalties or charges (except for any Intentional Deviation Penalty Charges or Failure to Comply Penalty Charge that is assessed because of Seller, which shall be paid by Seller) related to, Variable Energy Resource Balancing Service (“<u>VERBS</u>”), (the “<u>Buyer’s BPA Charges</u>”) as described in VERBS BPA Transmission Business Practice, Version 2, dated March 10<sup>th</sup>, 2022, as modified from time to time after the date hereof.</p> <p>If and to the extent BPA assesses to Seller, and Seller pays, any such costs, penalties or charges for VERBS, Buyer will reimburse Seller for such amounts.</p>
<b>Scheduling</b>	(a) Seller will provide Buyer with the applicable forecast provided by BPA (“ <u>Seller’s Generation Forecast</u> ”), for the Project including 14-day, 7-day, 72 hours prior, 24 hours prior, 85 minutes prior, 70 minutes prior and real-time forecasts. Seller will (A) act as Scheduling Entity for the Project and (B) schedule the forecasted Contract Quantity into the Grant Balancing Authority Area in accordance with Seller’s Generation Forecast. Seller will provide any other real-time forecasts or data reasonably required by Buyer or Buyer’s Agent for the purposes of minimizing Applicable Market Penalties and to facilitate scheduling. If Seller’s Generation Forecast is not provided by BPA, Seller will use the last BPA provided forecast value in substitution of the missing forecast. Buyer is not obligated to compensate Seller for any period of Directed Curtailment resulting from actions taken by BPA. Seller will cause the Project to deliver the Contract Quantity to the Delivery Point.



	<p>(b) Seller will be responsible for paying all costs, penalties and charges associated with delivering the Contract Quantity to the Delivery Point, including all Applicable Market Penalties, and any other costs (other than the Buyer's BPA Charges), penalties and charges, in each case, that are incurred due to a breach by Seller of its obligations under this Agreement; provided, that, if any costs, penalties or charges (including Applicable Market Penalties) are incurred due to Buyer's failure to comply with its obligations set forth in paragraphs (a) above and (c) below, such costs, penalties or charges will be the responsibility of Buyer.</p> <p>(c) Buyer will be responsible for paying all costs, penalties and charges (A) associated with delivering the Contract Quantity from the Delivery Point to its final destination, including all Applicable Market Penalties (including Buyer's BPA Charges), and (B) that are incurred due to a breach by Buyer of its obligations under this Agreement; provided, that, if any costs, penalties or charges (including Applicable Market Penalties and Buyer's BPA Charges) are incurred due to Seller's failure to cause the Project to follow dispatch signals from BPA, including any Failure to Comply Penalty Charge and deviation charges, penalties or charges will be the responsibility of Seller. In the event that Buyer's BPA Charges are billed to Seller and Seller pays such amount, Buyer will reimburse Seller for such amounts as itemized on Seller's invoice to Buyer, and per the routine billing cycle.</p>
<b>Metering Protocol</b>	<p>Readings of the Revenue Meter will be conclusive as to the amount of Products delivered to Buyer or made available to Buyer hereunder; <i>provided</i>, that in the event that, and for so long as, the Revenue Meter is out of service, or is reasonably determined by Seller to be registering inaccurately, then measurement of Products hereunder will be determined by the methodology specified by the Transmission Provider, and, only if such methodology cannot be applied, by reference to the Check Meter.</p>
<b>Qualifying Contribution Capacity</b>	<p>Seller shall assist Buyer with Buyer's reasonable efforts to receive, and provide Buyer with such files and materials as are in Seller's possession or control as are required for Buyer to be issued, a Qualifying Capacity Contribution from the Western Power Pool's Western Resource Adequacy Program ("<u>WRAP</u>") in respect of the Project. Buyer shall have the sole right to claim a Qualifying Capacity Contribution in respect of the Project during the Delivery Term.</p> <p>Seller will cooperate with Buyer in connection with Buyer's reasonable efforts to obtain and maintain such Qualifying Capacity Contribution in accordance with the procedures then prescribed by Western Power Pool.</p>
<b>Transmission</b>	<p>As of the Effective Date, Seller (or its Affiliate) has secured Long Term Firm Point to Point Transmission Service for █ MW with a Service Commencement Date of █ and a Termination Date of █. The original deferred █ started █. The BPA transmission queue position is specifically referred to as █ for █ MW of transmission rights with a point of receipt at █ and source of █, and a point of delivery at █ and a sink of █.</p> <p>Within █ days prior to the start of the Delivery Term, and within █ days prior to each anniversary of the first day of the Delivery Term, Seller will trans-assign for the applicable Contract Year, and Buyer will accept for the</p>

	<p>applicable Contract Year, an amount of long term firm transmission equal to the Contract Capacity (the amount of such long term firm transmission, the “<u>Long Term Firm Transmission</u>”) to Buyer. Buyer will cause such Long Term Firm Transmission to be trans-assigned to Seller, or an Affiliate or third-party designee thereof (upon Seller’s written request) as of the end of the Delivery Term (or, if earlier, upon the termination of this Agreement). The Parties agree that such trans-assignment is intended to effect a resale of the transmission rights for purposes of the PTP TSR User Guide, Version 2, published by BPA on August 10, 2022 (or any successor thereto) and not a transfer of such transmission rights to Buyer. Seller shall retain all “roll-over” rights in respect of the Long Term Firm Transmission. For so long as the Long-Term Firm Transmission has been trans-assigned to Buyer or Buyer’s Agent, but in no case before commencement of the Delivery Term, Buyer will be responsible for all transmission costs related to such Long Term Firm Transmission. To the extent such costs are invoiced to Seller, Buyer shall remain responsible for payment of same, or, to the extent paid by Seller, reimburse Seller.</p>
<p><b>Transmission Unavailable</b></p>	<p>In the event the Long Term Firm Transmission is curtailed by BPA (and not due to any action or inaction of Buyer or Seller), then Seller shall use commercially reasonable efforts to source alternate transmission to deliver Project energy to Buyer, and Buyer shall promptly and reasonably cooperate with the same. Seller will only secure such alternative transmission upon Buyer’s approval and at Buyer’s sole cost and expense. If Seller is not able to source alternative transmission after commercially reasonable efforts to do so or such alternative transmission is not approved by Buyer, then Seller shall not be obligated to deliver and sell, and Buyer shall not be obligated to receive and purchase, the Products during such period of curtailment and to the extent of such curtailment. In such case, Seller will be entitled to sell the Products that cannot be delivered to Buyer to any other person on such terms and conditions as Seller may determine in its sole discretion, and Seller shall be entitled to retain all associated revenues.</p>
<p><b>Availability Guaranty</b></p>	<p>Seller guarantees that the Project will be available to produce the Products in accordance with the Availability Guarantee in <u>Attachment E</u>.</p>
<p><b>Storage</b></p>	<p>In recognition of emerging technologies and opportunities that will continue to evolve during the Term, Seller will have the right to incorporate the use of storage technologies into the Project and retain the attributes and benefits associated with such storage technologies, other than the Products, on the condition that: (a) the installation and operation of storage technologies does not (i) diminish Buyer’s rights or benefits hereunder, (ii) increase Buyer’s obligations or liabilities hereunder, or (iii) reduce the Project’s Contract Quantity; (b) Seller is otherwise able to continue to comply with all other obligations of Seller under this Agreement; (c) the attributes and benefits associated with such storage technologies will be separately recorded and determined in accordance with a methodology to be mutually agreed by the Parties prior to the installation and operation of any such storage component of the Project; and (d) the Contract Quantity will be separately metered from the storage component of the Project.</p> <p>Buyer shall not be obligated to contribute in any way to the cost of any storage technologies that Seller may elect to incorporate into the Project. In the event Seller elects to incorporate storage technology into the Project (an “<u>Energy Storage Project</u>”) and, during the term, Seller proposes to enter into a tolling</p>



	<p>agreement in respect of such Energy Storage Project, then, prior to entering into a tolling agreement with a third party, Seller shall offer to Buyer the opportunity to enter into a tolling agreement on substantially similar terms. Buyer shall have █-days in which to accept or reject such offer.</p>
<p><b>Seller Credit Support</b></p>	<p>Within █ days after the Effective Date, Seller will issue, or cause to be issued in favor of Buyer, the Development Security. If (i) the Commercial Operation Date has occurred before the COD Termination Deadline (as may be extended in accordance with the terms hereof), and (ii) Seller has paid all damages, if any, owed pursuant to “Delay Damages” above, then the Development Security will be returned to Seller or the issuer thereof upon the later to occur of: (1) █ Business Days after the Commercial Operation Date, and (2) the date that Operational Security is posted pursuant to the next paragraph of this “Seller Credit Support.” For avoidance of doubt, if Buyer has drawn on the Development Security to satisfy any damages payable by Seller, the Development Security returned to Seller will be net of the amounts so drawn thereon. Seller has no obligation to replenish the Development Security after any draw on the Development Security by Buyer. In no event will Seller be liable for damages in excess of the then-applicable amount of Development Security outstanding for termination or this Agreement or breach of this Agreement, in each case, prior to achievement of Commercial Operation.</p> <p>As a condition of the Commercial Operation Date, Seller will post or issue, or cause to be posted or issued in favor of Buyer, Operational Security to secure Seller’s obligations under this Agreement. Seller may notify Buyer of Seller’s election to have Buyer retain any Development Security remaining on the Commercial Operation Date as a credit toward Operational Security; provided, that Seller provides additional security as necessary to ensure the full Operational Security is provided on or before the Commercial Operation Date. Seller has no obligation to replenish Operational Security after any draw on Operational Security by Buyer. █</p> <p>If an Event of Default has occurred and is continuing following the Commercial Operation Date, then Buyer will be entitled to draw upon Seller’s Operational Security for any damages arising from such Event of Default.</p> <p>In the case of Seller’s Security in the form of a Letter of Credit, upon █ Business Days advance notice, Buyer may draw the full amount of such Letter of Credit within █ Business Days before the expiration of such Letter of Credit if, as of the date of such drawing, Buyer does not receive replacement Seller’s Security meeting the requirements of this Agreement and the proceeds of any such draw will constitute collateral provided to Buyer in the form of cash and will satisfy Seller’s obligation to provide Seller’s Security. If Buyer draws on the Letter of Credit as provided in the preceding sentence, the cash will be maintained in a custodial account at a national bank reasonably acceptable to Buyer and Seller. Upon █ Business Days advance notice, Buyer may withdraw funds from such account to pay any amount due and owing to Buyer under this Agreement that has not been paid within the time provided under this Agreement.</p>

	<p>Seller may from time to time replace Seller’s Security with substitute Seller’s Security meeting the requirements of this Agreement. Buyer shall reasonably and promptly cooperate with such replacement of Seller’s Security.</p> <p>Buyer will return Seller’s Operational Security to Seller or the issuer thereof promptly (and in any case within [REDACTED]) after the end of the Term (or earlier termination of this Agreement) unless there are outstanding claims, in which case, Seller’s Security will be released promptly after such outstanding claims are resolved.</p>
<b>Change in Market Design</b>	<p>If a Change in Market Design occurs or is reasonably likely to occur, then either Party, on written notice by the affected Party, may request the other Party to enter into negotiations to make changes to this Agreement as necessary or appropriate to allow the continued sale of Products by Seller to Buyer pursuant to this Agreement, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Confirmation as of the Effective Date. Upon receipt of such notice requesting negotiations, the Parties will promptly (but in any event no later than [REDACTED] days after such request) meet and negotiate in good faith such changes, provided neither Party will be obligated to agree to any such changes. If the Parties cannot agree on such changes within [REDACTED] days after the request to enter into negotiations pursuant to this paragraph, the matter will be referred to senior executives of the Parties with decision making authority over such matter, and such senior executives shall meet and negotiate in good faith such changes, provided neither Party will be obligated to agree to any such changes. If such senior executives cannot agree on such changes within [REDACTED] days after the matter is referred to them for resolution, either Party may refer the matter to non-binding mediation. The place of mediation shall be in Seattle, Washington. Any mediation shall be conducted by an experienced mediator, agreed upon by both parties, having experience in complex commercial disputes in the energy industry.</p>
<b>Change in Law</b>	<p>(a) The Parties will use commercially reasonable efforts to comply with any Change in Law occurring after the Effective Date; provided neither Party will be considered in breach of its obligations under this Agreement which becomes impossible or illegal to perform as a result of a Change in Law.</p> <p>(b) If a Change in Law occurs that renders, or is anticipated to render, the performance of this Agreement (in whole or in part) illegal, unenforceable or otherwise impossible, then either Party may, by written notice, request the other Party to enter into negotiations to make changes to this Agreement as necessary or appropriate to resolve such illegality, unenforceability or impossibility, or to mitigate the effects of such Change in Law. Upon receipt of such notice requesting negotiations, the Parties will promptly (but in any event no later than [REDACTED] days after such request) meet and negotiate in good faith such changes, provided neither Party will be obligated to agree any such changes. If the Parties cannot agree such changes within [REDACTED] days of such notice requesting negotiations pursuant to this paragraph (b), the matter will be referred to senior executives of the Parties with decision making authority over such matter, and such senior executives shall meet and negotiate in good faith such changes, provided neither Party will be obligated to agree to any such changes. If such senior executives cannot agree on such changes within [REDACTED] days after the matter is referred to them for resolution, either Party may refer the matter to non-binding mediation. The place of mediation shall be in Seattle, Washington. Any mediation shall be conducted by an experienced</p>

mediator, agreed upon by both parties, having experience in complex commercial disputes in the energy industry.

(c) After the Effective Date, if:

(i) Seller reasonably expects a Change in Law to occur that would, or would reasonably be expected to, lead to increases in Seller's costs to comply with Seller's obligations under this Agreement related to such Change in Law, which costs, for the purposes of this Agreement, shall not include any amount attributable to (x) the willful breach by Seller or its Affiliates of any law or regulation, or (y) any tax in respect of Seller's revenue, income, or gain arising from the sale to Buyer of the Products (the "Increased Costs"); or

(ii) a Change in Law directly leads to Increased Costs,

then Seller will notify Buyer in writing of such Change in Law and Increased Costs (together with supporting details of such Increased Costs, in such form as is reasonably required by Buyer) and the Parties will meet to discuss in good faith how such Increased Costs could be mitigated.

(d) [REDACTED]

(e) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]



	<p>[REDACTED]</p>
<p><b>Confidentiality</b></p>	<p>Notwithstanding anything to the contrary in Section 30 of the WSPP Agreement:</p> <p>Each Party may disclose this Agreement and other information exchanged between the Parties and related to this Agreement to such Party's Confidentiality Representatives (who may then disclose that confidential information to other Confidentiality Representatives) if such Persons have a need to know the confidential information for purposes of the business relationship between the Parties and under nondisclosure obligations at least as protective as Section 30.</p> <p>Seller acknowledges that the Buyer is a public body subject to the Washington Public Records Act, RCW 42.56. In no case shall Buyer's compliance with its legal obligations under the Washington Public Records Act, as determined by Buyer in its sole but reasonable discretion, constitute an Event of Default of this Agreement.</p> <p>The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The obligations of the Parties under this Confidentiality section shall survive expiration or termination of this Agreement for a period of [REDACTED] years. This Confidentiality section shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this Confidentiality section).</p>
<p><b>Environmental Attributes.</b></p>	<p>Seller will retain all Environmental Attributes and Future Environmental Attributes and Buyer shall have no right to or interest in Environmental Attributes or Future Environmental Attributes. Buyer shall not make any public statement, public announcement or press release regarding Environmental Attributes or Future Environmental Attributes, unless such statement, announcement or press release is in compliance with the preceding sentence. If Buyer makes any claim to Environmental Attributes or Future Environmental Attributes, Seller will have the right to require Buyer to cause such statement to be promptly retracted, removed, ceased, revised and/or corrected.</p> <p>Notwithstanding the above, nothing in this section will limit Buyer's ability to report as required by law or applicable compliance program, or to otherwise claim that Contract Quantity does not carry with it an obligation to offset, pay for, provide allowances for, or otherwise recognize any carbon content associated with Contract Quantity.</p>
<p><b>Assignment Generally</b></p>	<p>Notwithstanding anything to the contrary in Section 14 of the WSPP Agreement:</p> <p>Seller may assign this Agreement, without the prior written consent of Buyer but with written notice of such permissible assignment as soon as practical (and no later than [REDACTED] days thereafter), to any Person that: (1) takes ownership and control of the Project; (2) has agreed in writing to assume all of Seller's obligations under the Agreement; (3) has complied with all obligations to</p>

	provide Seller Security; and (4) is a Qualified Operator or retains, prior to the date of such transfer, a Qualified Operator to operate the Project.
<b>Assignment to Financing Providers</b>	<p>Notwithstanding anything to the contrary in Section 14 of the WSP Agreement:</p> <p>Seller may, without Buyer’s prior consent and without relieving itself from liability hereunder, transfer, pledge, encumber or assign the account, revenues or proceeds of this Agreement, or any part of its ownership interest in the Project, as collateral to a Project Lender in connection with debt (or, if applicable, tax equity) financing or refinancing of the Project.</p> <p>Buyer will consider consents to collateral assignment or other documents (including estoppel certificates related to the financing of the Project) reasonably, and in good faith, as may be reasonably requested by Seller in connection with the financing or refinancing of the Project and Seller will use commercially reasonable efforts to utilize the form of consent and agreement in <u>Attachment C</u> and form of estoppel in <u>Attachment D</u> with little to no deviation; provided, however, (i) that Seller will reimburse Buyer for any and all costs or expenses reasonably incurred by Buyer in connection with providing such documentation (including legal fees and expenses, or any third party costs) and (ii) no legal opinions will be required from or on behalf of Buyer. The consent to collateral assignment may provide that the Project Lender is entitled to receive notice of, and have an opportunity to cure, any default by Seller; provided, that the cure period available to Project Lender will not exceed the cure period available to Seller by more than ■ days for monetary defaults and ■ days for non-monetary defaults.</p>
<b>Indemnification</b>	<p>Seller and Buyer (the “<u>Indemnifying Party</u>”) will hold harmless and indemnify the other Party and its Affiliates, directors, officers, employees and agents (each, an “<u>Indemnified Party</u>” and collectively, the “<u>Indemnified Parties</u>”) from any and all costs, loss damage, claims and liability, including but not limited to all third party claims, demands, and legal proceedings and all resulting liabilities judgments, settlements, expenses and costs (including reasonable attorney’s fees incurred) (“<u>Claim(s)</u>”), to the extent arising out of the gross negligence or willful misconduct or intentional breach of this Agreement by Seller or Buyer, as applicable, or its directors, officers, members, shareholders, employees, servants, agents, contractors or subcontractors.</p>
<b>Notices</b>	<p>Any notice or other communication in respect of this Agreement must be sent via (i) certified or registered mail or (ii) e-mail as set forth below; provided that if sent by certified or registered mail, then a copy must also be sent via e-mail, to the address details provided below and will be deemed effective as follows (1) if in writing and delivered in person or by courier, on the date it is delivered, (2) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted, or (3) if sent by e-mail, on the date that it is received, unless, in each case, the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day, in which case that communication will be deemed given and effective on the first following day that is a Business Day.</p>

	<p><u>To Seller:</u></p> <p>Melissa Lyons  200 Liberty Street, 14th Floor  New York, NY 10281  Telephone: 1 509 293 1926  Email: melissa.lyons@brookfieldrenewable.com</p> <p>Copy to:</p> <p>Brookfield Renewable  200 Liberty Street, 14th Floor  New York, NY 10281  Attention: General Counsel  Telephone: 1 646.992.2400  Facsimile: 1 646.992.2470  Email: legal.department.na@brookfieldrenewable.com</p> <p>Invoices:</p> <p>Email: GrpBEMSettlement1@brookfieldrenewable.com</p> <p>Scheduling:</p> <p>Phone: 819.561.8645  Email: GrpBEMSettlement1@brookfieldrenewable.com</p> <p>Payments:</p> <p>Email: GrpBEMSettlement1@brookfieldrenewable.com</p> <p><u>To Buyer:</u></p> <p>[ ]<sup>1</sup>  Attn: [ ]  Email: [ ]  With a copy (not constituting notice) to:  [ ]  Attn: [ ]  Email: [ ]</p>
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**B. Definitions:**

- a. The following definitions are added to Section 4 of the WSPP Agreement in the appropriate alphabetical order:

Affiliate: An Affiliate of a person means any other person that is, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such person by means of possessing or being subject to, directly or indirectly, the power to direct or cause the direction of the management or policies, whether through ownership of voting securities, the ability to exercise voting power, by contract, by virtue of being or controlling the general partner, managing

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<sup>1</sup> Note to Grant: Please advise.



member, manager, board of managers or board of directors, by virtue of beneficial ownership of, or control over a majority of the economic interest or otherwise. Notwithstanding the forgoing, any entities that operate behind an “information wall,” including without limitation Brookfield Public Securities Group LLC, Oaktree Capital Group, LLC, Atlas OCM Holdings, LLC and their respective subsidiaries, shall not be considered “Affiliates” of Seller for the purposes of this Agreement and shall not be bound whatsoever by the terms of this Agreement. The word “affiliate” or “affiliates” as used throughout the Agreement shall be amended to capitalize the first letter so that it reads “Affiliate” or “Affiliates.”

Applicable Market: The grid, market, independent system operator, balancing authority, or regional transmission organization in which the Project is situated, or its successor, and which, as of the Effective Date, is BPA.

Applicable Market Operator: The Person responsible for operating the Applicable Market.

Applicable Market Penalties: Any scheduling penalties, balancing operating reserve charges, integration costs, imbalance penalties or other penalties, fees or charges as are now or at any time in the future assessed or imposed by any Person with authority over the Applicable Market (including the Applicable Market Operator, NERC, and the balancing authority) for failure to satisfy, or in accordance with, the Applicable Market Protocols.

Applicable Market Protocols: The documents adopted by the Applicable Market, including any exhibits or attachments referenced therein, that contain the scheduling, operating, planning, reliability and settlement policies, rules, guidelines, procedures, standards and criteria of the Applicable Market, in accordance with the Applicable Market Tariff.

Applicable Market Rules: The: (a) the Applicable Market Tariff; (b) the Applicable Market Protocols, and other binding documents of the Applicable Market in each case as amended or supplemented from time to time; and (c) any rules, regulations and orders issued by NERC and applicable to the Project, in each case as amended or supplemented from time to time. For avoidance of doubt, Applicable Market Rules includes: (i) all Applicable Market reliability requirements applicable to generator owners and generator operators; (ii) all applicable requirements regarding interconnection of the Project, including the requirements of the Applicable Market or the Transmission Provider; and (iii) BPA’s Transmission Business Practices manuals as may be amended from time to time.

Applicable Market Tariff: The BPA Tariff, including any Business Practices, General Rate Schedule Provisions, schedules, appendices or exhibits attached thereto, as amended from time to time thereafter.

Approvals: All material applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, the Transmission Provider or the Applicable Market Operator necessary to develop, construct, own, operate, maintain, the Project or to forecast or deliver the Contract Quantity and the Products as contemplated by this Agreement.

Bankrupt: With respect to a person, that such person: (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (c) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (d) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up or liquidation, which proceeding or proceeding is not dismissed, stayed or vacated within 45 days thereafter; (e) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (f) seeks or consents to the appointment of an administrator,

provisional liquidator, conservator; receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets, (g) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within forty-five (45) days thereafter; (h) causes or is subject to any event with respect to its which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) inclusive; or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts (subject to any cure period applicable to such foregoing act).

BPA: The Bonneville Power Administration.

[REDACTED]

Change in Law: A change, adopted and implemented after the Effective Date, to any federal, state, local or other law (including any environmental law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority, including the adoption of any new law, resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval.

Change in Market Design: Either: (a) the Applicable Market Rules, including the rules, protocols, procedures and standards in respect thereof (as the same may be amended or modified from time-to-time and approved by the Federal Energy Regulatory Commission) has been changed after the Effective Date and such change has a material adverse impact on either Party; (b) the Applicable Market Operator has been dissolved or replaced and any successor to the Applicable Market Operator operates under rules, protocols, procedures or standards that differ in a material respect from the Applicable Market Rules; or (c) the Transmission Provider or any other Governmental Authority with jurisdiction imposes an organized market or the Transmission Provider elects to join a regional transmission organization or participate in an organized market which changes the manner in which the Project is scheduled and dispatched, in all cases after the Effective Date.

Check Meter: One or more Meter(s) other than the Revenue Meter that Seller, at its sole cost and expense, will install and operate at the Project to measure the Contract Quantity.

[REDACTED]

Commercial Operation Date: The date on which Commercial Operation is achieved; provided, that Seller will provide written notice to Buyer certifying that the Commercial Operation Date has occurred no later than [REDACTED] Business Days after having met the requirements of the definition of Commercial Operation (the “COD Notice”). Commercial Operation will be deemed to be achieved as of the Commercial Operation Date identified in the COD Notice if Buyer, acting reasonably, has either (i) not objected to Seller’s COD Notice within [REDACTED] Business Days after receipt thereof or (ii)

Buyer has notified Seller in writing that Buyer agrees that Commercial Operation was achieved as of the Commercial Operation Date identified in the COD Notice.

Confidentiality Representative: An employee, director, officer, shareholder or unit holder (or other actual or prospective equity holder), contractor, advisor, Project Lender, or consultant of a Party or of such Party's Affiliates.

Contract Capacity: The nameplate capacity of all PV Modules installed, interconnected, operating and capable of producing the Contract Quantity at the Project as of the Commercial Operation Date. For avoidance of doubt, the Contract Capacity is one hundred percent (100%) of the installed capacity of the Project.

Contract Year: Shall mean: (a) for the first Contract Year, the period from the first day of the Delivery Term until either: (i) if the Delivery Term commences on the 1st day of a month, the day before the 1st anniversary of the first day of the Delivery Term; or (ii) if the Delivery Term does not commence on the 1st day of a month, the day that is the 1st anniversary of the last day of the month in which the Delivery Term commences; (b) for each succeeding Contract Year (other than the final Contract Year), a period of 1 year from the day following the last day of the preceding Contract Year (and for the avoidance of doubt, in each case commencing on the first day of a month and ending 1 year later on the last day of a month); and (c) for the final Contract Year, the day following the last day of the preceding Contract Year until the last day of the Delivery Term.

Contract Quantity: 100% of the electric energy from the Project, expressed in MWh, as measured by the Revenue Meter for each Settlement Interval during the Delivery Term.

COVID-19: The global pandemic associated with the outbreak of the disease designated as COVID-19 as declared by the World Health Organization on March 11<sup>th</sup>, 2020, and any mutations thereof, and the actions of any Governmental Authority directly related thereto.

Credit Rating: (a) With respect to any entity other than a financial institution, the current: (i) rating, if any, issued or maintained by S&P or Moody's with respect to such entity's long-term senior, unsecured, unsubordinated debt obligations (not supported by third party credit enhancements); or (ii) corporate credit rating or long-term issuer rating, if any, issued or maintained with respect to such entity by S&P or Moody's; or (b) if such entity is a financial institution, the ratings issued or maintained by S&P or Moody's with respect to such financial institution's long-term, unsecured, unsubordinated deposits.

Development Security: A Letter of Credit provided by Seller to Buyer in an amount equal to \$[REDACTED]/MW of Expected Nameplate Capacity.

Directed Curtailment: A reduction of all or any part of the deliveries of the net electrical output of the Project required by Applicable Market Operator, Transmission Provider, or any Governmental Authority, in each case not due to actions or omissions of Seller or an Affiliate of Seller.

Environmental Attribute Credit or EAC: A tradable instrument that evidences the ownership of Environmental Attributes. One EAC represents one MWh of Contract Quantity from the Project.

Early Termination Fee: An amount equal to the full amount of Seller's Security less any Delay Damages already paid by Seller as of the time of termination. In no event will the Early Termination Fee exceed the then-outstanding amount of Seller's Security.

Emergency: (a) an actual or imminent condition or situation which jeopardizes the integrity of Transmission Provider's electric system or the integrity of any other systems to which the Transmission Provider's electric system is connected, as determined by the Transmission Provider in its reasonable discretion, or any condition so defined and declared by the Applicable Market

Operator; (b) an emergency condition as defined under the Interconnection Agreement and any abnormal interconnection or system condition that requires automatic or immediate manual action to prevent or limit loss of load or generation supply, that could adversely affect the reliability of the Transmission Provider's electric system or generation supply, that could adversely affect the reliability of any interconnected system, or that could otherwise pose a threat to public safety; or (c) a situation where Seller reasonably determines that health or safety are at risk, or damage to equipment may occur.

Environmental Attributes: (a) Any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the Project's benefits to the environment and capable of being measured, verified or calculated; and (b) the reporting rights related to any such attributes, aspects, characteristics, claims, credits, benefits, reductions, offsets or allowances, including the right of a Person to report the ownership thereof in compliance with federal or state law, if applicable, or otherwise to a federal or state agency, or any other Person, including under any present or future federal, state or local law, regulation or bill or any international or foreign emissions trading program. Environmental Attributes include EACs, emissions rate credits, carbon credits, portfolio credits, emissions allowances, green tags, tradable renewable credits, Green-e® products credits, environmental air quality credits and emissions reduction credits, offsets and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance attributable to the Contract Quantity of the Project, including any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, carbon, particulate matter, soot or mercury or implementing the United Nations Framework Convention on Climate Change or the Kyoto Protocol to the United Nations Framework Convention on Climate Change or crediting "early actions" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator. Notwithstanding the foregoing or anything to the contrary, Environmental Attributes do not include any Qualifying Capacity Attributes, or any federal, state and local tax credits, grants or other tax incentives or any other incentives, which are allocated to Seller.

Failure to Comply Penalty Charge: That BPA charge as referenced in the Variable Energy Resource Balancing Service (VERBS) BPA Transmission Business Practice, Version 2, dated March 10th, 2022, as modified from time to time after the date hereof.

Future Environmental Attributes: Any future Environmental Attributes, environmental products or benefits, generated by or attributable to the Project that become recognized and marketable during the Term.

Intentional Deviation Measurement Value: That BPA-provided scheduling value as described in the Variable Energy Resource Balancing Service (VERBS) BPA Transmission Business Practice, Version 2, dated March 10th, 2022, as modified from time to time after the date hereof.

Interconnection Agreement: The interconnection service agreement entered into by and among Seller and the Transmission Provider pursuant to which the Project will be interconnected with the Transmission Provider.

Letter of Credit Default: With respect to a Letter of Credit or the issuer thereof, the occurrence of any of the following events: (a) such issuer fails to meet the requirements for a Qualified Institution; (b) such issuer fails or refuses to honor the beneficiary Party's properly documented request to draw on such Letter of Credit or otherwise fails or refuses to comply with or perform its obligations under such Letter of Credit; (c) such issuer disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Letter of Credit; (d) such Letter of Credit is not renewed at least ■ Business Days before the expiration of such Letter of Credit in accordance with its terms, or such Letter of Credit expires or terminates, or fails or ceases to be in full force and effect, at any time during the Term; or (e) such issuer becomes Bankrupt; provided, however, that no Letter of Credit Default will occur or be continuing with respect to a Letter of Credit after the time such Letter of

Credit is required to be canceled or returned to a Party in accordance with the terms of this Agreement.

Meter: A utility-grade and revenue-grade instrument and associated measuring, recording and communication equipment meeting applicable electric industry standards as established by the National Electrical Manufacturer's Association (NEMA) and the American National Standards Institute (ANSI) and acceptable to the Transmission Provider for measuring and recording the Contract Quantity for all revenue-settlement purposes, in accordance with the Transmission Provider Requirements.

Moody's: Moody's Investor Services, Inc. and any successor thereto.

MW: A megawatt alternating current.

MWh: A megawatt-hour.

Operational Security: A Letter of Credit provided by Seller to Buyer in an amount equal to \$ [REDACTED] /MW of the Contract Capacity specified in Seller's COD Notice or, if greater, the Final Nameplate Capacity.

Photovoltaic Module or PV Module: Arrays of cells containing a solar photovoltaic material that converts solar radiation into direct current electricity.

Project Lenders: Any and all persons or successors in interest thereof, actually or prospectively: (a) lending money or extending credit (whether directly to Seller or to an Affiliate of Seller) as follows: (i) for the construction, interim or permanent financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; (iv) for any capital improvement or replacement related to the Project; or (v) for the purchase of the Project and the related rights from Seller; (b) participating (directly or indirectly) as an equity investor (including but not limited to a tax equity investor) in the Project; or (c) any lessor under a lease finance arrangement relating to the Project.

Prudent Industry Practices: Those practices, methods and acts required by or consistent with applicable laws that would be implemented and followed by prudent owners and operators of electric energy generating facilities similar to the Project, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known or that should reasonably have been known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Industry Practices are not intended to be limited to the optimum practices, methods, or acts, to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the industry.

Qualified Institution: A commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, or a U.S. branch office of a foreign bank, with (a) a Credit Rating from one or both of S&P and Moody's, which Credit Rating is at least [REDACTED] from S&P (if such bank has a Credit Rating from S&P) or [REDACTED] from Moody's (if such bank has a Credit Rating from Moody's), and (b) has a combined capital surplus of \$ [REDACTED] at the time of issuance of the Letter of Credit.

Qualified Operator: An owner or operator (including such owner's or operator's affiliates) of solar generation facilities: (i) with a minimum of [REDACTED] years' experience operating at least [REDACTED] MW of renewable energy generation facilities; and (ii) that is not a Restricted Party.

Qualifying Capacity Contribution: That number, as determined by the Western Power Pool, that constitutes the Project's Qualifying Capacity Contribution under the Western Resource Adequacy Program.

Restricted Party: A person which is:

- (a) listed on any Sanctions List (whether designated by name or by reason of being included in a class of person); or
- (b) domiciled, registered as located or having its main place of business in, or is incorporated under the laws of, a country which is at that time subject to Sanctions Laws, including Cuba, Iran, Burma, North Korea, Sudan and Syria; or
- (c) that is directly or indirectly owned or controlled by a person referred to in paragraph (a) and/or (b) of this definition above.

Revenue Meter: A Meter located at or near the Delivery Point, with which the Transmission Provider determines the amount of Contract Quantity delivered to the Transmission Grid, and as further depicted in Attachment A.

Sanctions Authority: The United Nations, the European Union and/or any of its member states from time to time, the United Kingdom of Great Britain and Northern Ireland, Canada, the United States of America, and/or any other relevant multi-nation sanctions authority or body and/or any person, agency, department and/or office acting on behalf of any of them in connection with the administration, imposition, enactment and/or enforcement of any Sanctions Laws.

Sanctions Laws: Any economic, trade or financial sanctions laws and/or regulations, such as trade embargoes, prohibitions, decisions, executive orders and/or notices from regulators, in each case implemented, adapted, imposed, administered, enacted and/or enforced by any Sanctions Authority.

Sanctions List: Any list of persons or entities published in connection with Sanctions Laws by or on behalf of any Sanctions Authority, including the "Specially Designated Nationals and Blocked Persons" list issued by Office of Foreign Assets Control of the US Department of Treasury, the Consolidated List of Financial Sanctions Targets and Investment Ban List issued by Her Majesty's Treasury of the United Kingdom, or any equivalent list issued or maintained or made public by any of the Sanctions Authorities.

Scheduling Entity: A qualified scheduling entity that is certified by the Applicable Market Operator to submit schedules and bids in the Applicable Market on behalf of the Project.



Seller's Security: The Development Security or Operational Security, as applicable.

Settlement Interval: A clock hour.

S&P: The Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor.

Transmission Grid: The electrical transmission system providing energy transmission service from the Delivery Point.

Transmission Provider: The entity responsible for the interconnection of the Project with the Transmission Grid pursuant to the terms of the Interconnection Agreement.

Transmission Provider Requirements: The instructions, tariffs, policies, rules, guidelines, procedures, protocols, standards, criteria, business practices, and all other requirements of the Transmission Provider, as applicable, including as set forth in the Applicable Market Tariff, business practice manuals, and all agreements to which Seller or Buyer, on the one hand, and the Transmission Provider, on the other hand, are parties.

Unit Contingent: The Products will be sourced solely from the Project on an as-generated basis.

Western Power Pool: That entity formerly known as the Northwest Power Pool, and that, as of the Effective Date, had offices at 7525 NE Ambassador Place in Portland, Oregon and a website URL of [westernpowerpool.org](http://westernpowerpool.org).

Western Resource Adequacy Program: That resource adequacy program administered by the Western Power Pool.

- b. The following definitions from Section 4 of the WSPP Agreement is hereby replaced in its entirety as follows:

Letter of Credit: An irrevocable, transferable, standby letter of credit, in substantially the form of Attachment B of the Agreement, issued by a Qualified Institution, which letter of credit is reasonably acceptable to the Party requiring the Letter of Credit. Costs for Letters of Credit will be borne by the applicant for the Letter of Credit. Any Letter of Credit provided will: (a) be for a minimum period of one year; (b) be renewed or replaced by the applicant not less than [REDACTED] Business Days before its expiration; (c) provide that the Letter of Credit may be drawn if it is not renewed or replaced; and (d) may (but is not required to) be issued by SWIFT message or other electronic platform at the election of Seller.

### C. Payments

Section 9.1 of the WSPP Agreement is replaced in its entirety as follows:

“The accounting and billing period for transactions under this Agreement shall be [REDACTED]. Bills sent to any Party shall be sent to the appropriate billing address as specified by such Party in the “Notices” section of this Agreement.”

Section 9.4 of the WSPP Agreement is replaced in its entirety as follows:

“In order to dispute a bill in whole or in part, a Party must: (a) have a good faith belief that the bill is incorrect; and (b) provide written notice of the dispute to the other Party to the transaction. Such written notice shall specify the amount in dispute and state the basis for the dispute. In case any portion of any bill is in dispute, the undisputed amount shall be paid when due. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within [REDACTED] Business Days of such resolution along with interest accrued from and including the due date to but excluding the date paid with interest calculated in the manner set forth in Section 9.3. A Party shall have the right to dispute the accuracy of any bill or payment only for a period of [REDACTED] years from the date on which the bill was initially delivered.”

“Notwithstanding any provision of the WSPP Agreement to the contrary (including, without limitation, Section 22 thereof), the non-payment of any amount disputed in good faith shall not constitute an “Event of Default” under this Agreement with respect to either Party.”

Section 9.5 is amended to change two (2) years to [REDACTED].

### D. Uncontrollable Forces.



The following provision shall be added to the end of Section 10 of the WSPP Agreement: “Neither Party shall be relieved of its liability for failure to perform if such failure is caused by loss of markets or supply, increases or decreases in the Contract Price, or a Party’s lack of funds. The definition of Uncontrollable Forces also includes pandemics.”

**E. Notices.**

Section 12.1 of the WSPP Agreement is amended to replace the words “prepaid telegram” with the word “email.”

**F. Liability and Damages.**

The first sentence of Section 21.3(a)(2) of the WSPP Agreement is replaced in its entirety as follows:

[REDACTED]

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that (i) the Products are being provided on a Unit Contingent basis and that Seller shall have no liability under Section 21.3(a)(2) of the WSPP Agreement where Seller has scheduled the forecasted Contract Quantity into the Grant Balancing Authority Area in accordance with Seller’s generation forecast.

[REDACTED]

**G. Events of Default.**

Section 22.1(a) of the WSPP Agreement is amended by deleting the following phrase from the end thereof: “The Non-Defaulting Party shall provide the notice by facsimile to the designated contact person for the Defaulting Party and also shall send the notice by overnight delivery to such contact person.”

Section 22.1(b) of the WSPP Agreement is amended by inserting “, or to have performed any material covenant,” between the phrases “required by Section 37” and “and such failure is not cured.”

The following new Events of Default are added as 22.1(f) – (j):

“(f) the failure by a Party to be in compliance with any applicable anti-bribery, anti-corruption, or anti-terrorism laws or similar federal, state, provincial, or municipal legislation, including the Foreign Corrupt Practices Act (FCPA) of the United States, the Bank Secrecy Act, the United States Patriot Act, and the Office of Foreign Assets Control (OFAC) requirements of the United States, and with comparable legislation in all other countries as applicable.

(g) Seller fails to post and maintain the Development Security in accordance with “Seller Credit Support” in the Confirmation, and the failure is not cured within [REDACTED] Business Days after notice from Buyer.



(h) Seller fails to post and maintain Operational Security in accordance with “Seller Credit Support” in the Confirmation, and the failure is not cured within █ Business Days after notice from Buyer.

(i) The occurrence of a Letter of Credit Default with respect to any Letter of Credit issued in support of any obligations of such Party under this Agreement or any issuer of any such Letter of Credit, and such Party fails to deliver to the Non-Defaulting Party a replacement Letter of Credit issued by a Qualified Institution in the same face amount and on substantially the same terms as the outstanding Letter of Credit on or before the █ Business Day after notice from the Non-Defaulting Party; provided, that in the case of a default with respect to clause (a) of the definition of “Letter of Credit Default”, such █ Business Day period will be extended to █ Business Days.

(j) Seller does not cause the Project to achieve the Guaranteed Availability Factor (as defined in Attachment E) for reasons other than an Uncontrollable Force.”

Section 22.2(a) is amended by deleting the second sentence thereof in its entirety.

Section 22.2(b) is amended by deleting the second sentence thereof in its entirety.

Section 22.3(c) is amended by replacing the last sentence thereof in its entirety with the following sentence: “If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, then neither Party shall pay any amount under this Section 22.3(c).”

Section 22.3(e) is deleted in its entirety.

Section 22.3(f) is amended by removing the parenthetical that begins after the phrase “Business Day.”

## **H. Set-off.**

The following is added as a new Section 22.4 immediately after the provisions in Section 22.3:

“22.4 SETOFF.

After calculation of a Termination Payment, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to (i) set-off against such Termination Payment any sum or obligation (whether matured or unmatured or whether or not contingent) (collectively, “Obligations”) owed to the Defaulting Party by the Non-Defaulting Party under this Agreement or under any other agreement(s), instrument(s) or undertaking(s) entered into between the Parties, and any Obligations owed by the Defaulting Party to the Non-Defaulting Party (irrespective of place of payment or booking office of the Obligation) under this Agreement or under any other agreement(s), instrument(s) or undertaking(s) entered into between the Parties. The obligations of the Non-Defaulting Party under this Agreement in respect of such amounts shall be deemed satisfied and discharged to the extent that any such set-off is exercised by the Non-Defaulting Party. The Non-Defaulting Party will give the Defaulting Party notice of any set-off effected under this Section 22.4 as soon as practicable after the set off is effected provided that failure to give such notice shall not affect the validity of the setoff.

If an Obligation is unascertained, the Non-Defaulting Party may in good faith estimate that Obligation and setoff in respect of the estimate, subject to the relevant Party accounting to the other when the Obligation is ascertained. To the extent that any transactions are not yet liquidated, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to withhold payment of a commercially reasonable portion of the aggregate amount, if any, determined under the first paragraph above to be payable by the Non-Defaulting Party to the Defaulting Party after any pertinent set-off(s), until such transactions are liquidated. Nothing in this Section 22.4 shall be effective to create a charge or other security interest except as may be provided under applicable law. This setoff provision shall be in addition to any right of setoff, netting, off-set,

combination of accounts, counterclaim, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).”

**I. Governing Law.**

Section 24 is amended by deleting the word “Utah” and replacing it with the word “Washington.”

**J. Waiver of Jury Trial/FERC Waiver.** Section 24 is further amended by adding the following new Sections 24A and 24B at the end thereof:

“24A. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24A.

24B. Standard of Review; Proposed Changes

(a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any provision of this Agreement (including all transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting *sua sponte*, shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish Cty.*, 554 U.S. 527 (2008) and consistent with *NRG Power Marketing, LLC v. Maine Public Util. Commission*, 558 U.S. 165 (2010) (the “*Mobile-Sierra*” doctrine).

(b) The Parties, for themselves and their successors and assigns: (i) agree that this “public interest” standard of review shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement; and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the “just and reasonable” standard, provided that this standard of review and the other provisions of this Section 24B shall only apply to proceedings before the FERC or appeals thereof.”

**K. Creditworthiness.**

Section 27 is hereby deleted in its entirety. The Confirmation sets forth the entirety of the agreement of the Parties regarding credit, collateral, and adequate assurances to be provided by Seller. Except as expressly set forth in the Confirmation, (in particular, the Development Security and Operational Security); (a) Seller does not and will not have any obligation to post security, pay deposits, make any other prepayments or provide any other financial assurances in any form whatsoever; and (b) Buyer will have not have reasonable grounds for insecurity with respect to the creditworthiness of Seller so long as Seller is complying with its obligation to provide Seller’s Security. Buyer hereby waives all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines.

**L. Payment Netting.** Section 28.1 of the WSPP Agreement is deleted and replaced in its entirety with the following: “The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date pursuant to all transactions through netting, in which case all amounts owed by each Party to the other Party during the monthly billing period under this Agreement, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.”

Section 28.2 of the WSPP Agreement is deleted in its entirety. Furthermore, the Parties agree that Exhibit A of the WSPP Agreement shall not be applicable to any transaction under this Agreement.

Section 28.3 of the WSPP Agreement is deleted in its entirety.

**M. Confirmations.** Section 32 of the WSPP Agreement is deleted in its entirety. .

**N. Title.** Section 33.2 of the WSPP Agreement is amended to add the following sentence at the end thereof: “Purchaser hereby disclaims and waives any and all rights in, interests in and title to any RECs and Environmental Attributes associated with the Contract Quantity.” Such change is made notwithstanding the provisions detailed in the “Environmental Attributes” section above.

**O. Representations**

Section 37 of the WSPP Agreement is hereby expanded to include the following:

“Each Party will be deemed to represent as of the Effective Date:

- (a) **No Fiduciary Relationship.** It is not acting as a fiduciary for or an adviser to it in respect of such transaction and it is not relying upon any representations of the other Party other than those expressly set forth in the Agreement.
- (b) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the Agreement; it being understood that information and explanations related to the terms and conditions of the Agreement shall not be considered investment advice or a recommendation to enter into the Agreement. No communication (written or oral) received from the other Party shall be deemed to be an assurance or guarantee as to the expected results of the Agreement.
- (c) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms, conditions and risks of the Agreement. It is also capable of assuming, and assumes, the risks of the Agreement.
- (d) **No Immunity Claim.** It warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from: (i) suit; (ii) jurisdiction of court (including a court located outside the jurisdiction of its organization); (iii) relief by way of injunction, order for specific performance or recovery of property; (iv) attachment of assets; or (iv) execution or enforcement of any judgment.”

**P. Transmission and Scheduling**

Seller shall arrange and pay for transmission service to the Delivery Point and shall be responsible for all taxes and environmental costs imposed on or in respect of the electric energy prior to the delivery to Buyer at the Delivery Point. Buyer shall arrange and pay for transmission service from the Delivery Point and shall be responsible for all taxes and environmental costs imposed upon and after delivery of the electric energy to the Delivery Point.

**Q. Amendment**

No amendment or modification to this Confirmation shall be enforceable unless reduced to writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Confirmation to be duly executed as of the date first written above.

GOOSE PRAIRIE SOLAR LLC  
COUNTY

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# **For Commission Review – 11/12/2024**

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract No. 130-12624 for the proposed sale, from the Grant PUD's retained shared, of 10% of the Priest Rapids Project Output (PRPO) for a 3-year term, commencing on January 1, 2025.

xxxx

**MEMORANDUM**

**Date 10/24/2024**

**TO:** Rich Wallen, General Manager

**VIA:** John Mertlich, Chief Commercial Officer 

**FROM:** Rich Flanigan, Sr. Manager Power Portfolio Strategy   
Phil Law, Sr. Term Marketer PL

**SUBJECT:** Proposed Sale of a 3-Year 10% Slice Contract with Brookfield Renewable Trading and Marketing L.P.

**Purpose:** To request Commission approval for the General Manger to execute Contract 130-12624 for the proposed sale, from the Grant PUD's retained share, of 10% of the Priest Rapids Project Output (PRPO) for a 3-year term, commencing on January 1, 2025.

**Discussion:** Grant PUD staff recommends entering into a new transaction with Brookfield Renewable Trading and Marketing L.P. (Brookfield) for a 3-year slice of the Priest Rapids Project (PRP). This 10% slice would be from Grant PUD's 63.31% retained share of PRP. Brookfield won an indicative RFP process conducted by staff this Summer. Brookfield will be replacing Avangrid's 10%, 3-year contract for PRPO that will terminate on December 31, 2024.

Slice sales such as this proposed transaction have proven to be a successful strategy to reduce risk while maximizing the value of Grant PUD's hydro system. These sales have several benefits including:

- Elimination of year-to-year water risk
- Shared operational risk
- Stable and predictable revenue
- Increased value for non-carbon attributes and flexibility
- Viewed favorably by the rating agencies

*The Product.* The proposed sale is for a 10% slice of PRPO for a term of 3 years. The contract has terms that are similar to Avangrid's current 3-year contract. Brookfield will be entitled to the following attributes associated with their project capacity share: energy, capacity, pondage, ancillary services, and green attributes that Grant does not need for I-937 compliance. Along with these benefits, Brookfield will incur the risk of low water flows into PRP, their share of any capacity outages, project spill, project minimum generation requirements, and any operational limitations on project ponds.

*The Process.* To ensure the PUD received a fair market valuation for the slice product, Power Portfolio Strategy staff conducted an indicative Request for Proposal (RFP) process this Summer. The indicative RFP process was structured as a 10% slice of PRP with an anticipated volume of energy being sold, a fixed volume of returned energy (shaped to meet retail load) sold back to the PUD, and a premium for non-carbon attributes, capacity, and flexibility. This fixed energy buy-back of the 10% slice of PRP

represents the expected 80% volume of energy under average water conditions and is shaped to Grant PUD's retail load. This energy return structure is like the previous slice products sold in years past to Morgan Stanley, Avangrid, Shell, and PGE.

The final valuation for the proposed slice sale will be like past slice contracts with Grant PUD and Brookfield agreeing on forward market prices for the agreed to volume of forecasted generation and the returned energy on date of execution.

*Contract Review:* An extensive internal review process was again used to construct the final agreement. There was an internal review by subject matter experts from Finance, Accounting, Dispatch, Control Systems Engineering, Compliance, and Risk. In addition, internal and external legal have reviewed the final contract.

**Justification:** The proposed slice sale ties directly to the Strategic Plan Objectives 1) Maintain a Strong Financial Position and 2) Provide Long Term Low Rates by providing revenue certainty from a volume of MWh sales at average water. This sale insulates Grant PUD from hydro variability associated with this 10% slice for the term of the contract. In addition, staff believes the premium for ancillary products is above what Grant PUD could reasonably expect due to its limited ability to participate in markets where such values could be realized.

**Recommendation:** Commission approve the General Manger to execute Contract 130-12624for the proposed sale of 10% of the Priest Rapids Project Output (PRPO) for a 3-year term, commencing on January 1, 2025, with Brookfield Renewable Trading and Marketing L.P..

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

**Signature:** *John Mertlich*

**Email:** jmertlich@gcpud.org



**From:** [Mitchell Delabarre](#)  
**To:** [Phillip Law](#); [Angelina Johnson](#); [Bonnie Overfield](#); [Craig Kunz](#); [Dawn Van Diest](#); [Glen Pruitt](#); [Harris Turner](#); [Jennifer Sager](#); [John Mertlich](#); [Kevin Carley](#); [Lisa Stites](#); [Mark Willis](#); [Paul Dietz](#); [Renate Rectenwald](#); [Rich Flanigan](#); [Ron Alexander](#); [Susan Manville](#); [Ty Ehrman](#)  
**Subject:** RE: Phillip Law shared "3-year 10% Slice Output Contract Brookfield 101524 for SME Edits" with you  
**Date:** Thursday, October 24, 2024 2:21:23 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)

---

I support proceeding with this agreement.

Mitch

*Mitchell P. Delabarre*

General Counsel/Chief Legal Officer

Grant PUD

[mdelaba@gcpud.org](mailto:mdelaba@gcpud.org)

509 793-1565

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---

**From:** Phillip Law <Plaw@gcpud.org>  
**Sent:** Tuesday, October 15, 2024 11:54 AM  
**To:** Angelina Johnson <Ajohnso@gcpud.org>; Bonnie Overfield <Boverfi@gcpud.org>; Craig Kunz <ckunz@gcpud.org>; Dawn Van Diest <dvandiest@gcpud.org>; Glen Pruitt <gpruitt@gcpud.org>; Harris Turner <hturner@gcpud.org>; Jennifer Sager <Jsager@gcpud.org>; John Mertlich <jmertlich@gcpud.org>; Kevin Carley <Kcarley@gcpud.org>; Lisa Stites <lstites@gcpud.org>; Mark Willis <mwillis@gcpud.org>; Mitchell Delabarre <Mdelaba@gcpud.org>; Paul Dietz <Pdietz@gcpud.org>; Renate Rectenwald <Rrecten@gcpud.org>; Rich Flanigan <Rflanig@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Susan Manville <smanville@gcpud.org>; Ty Ehrman <Tehrman@gcpud.org>  
**Subject:** Phillip Law shared "3-year 10% Slice Output Contract Brookfield 101524 for SME Edits" with you



**Phillip Law invited you to edit a file**

Please review and edit as necessary the attached 10% Slice Agreement with Brookfield. Exhibit G will be refreshed with current market prices prior to signing. Please acknowledge completion of your review by EOD October 24th. Thank you in advance for your review.



[3-year 10% Slice Output Contract Brookfield 101524 for SME Edits](#)



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**CONFIRMATION  
FOR  
PERCENTAGE SALE OF PRIEST RAPIDS PROJECT  
POWER OUTPUT**

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**Exhibit E. Estimated Forecasted WRAP QCC**

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**Exhibit I. Payment Adjustments**

**Exhibit J. Spill Allocation Policy and Procedures**

**Exhibit K. Agreed Generation**

**CONFIRMATION  
FOR  
PERCENTAGE SALE OF PRIEST RAPIDS PROJECT POWER**

Executed by  
**PUBLIC UTILITY DISTRICT NO. 2  
OF GRANT COUNTY, WASHINGTON**  
And  
**Brookfield Renewable Trading and Marketing LP**

This Confirmation (this “Confirmation”) is entered into as of \_\_\_\_\_, 2024 and confirms the transaction (“Transaction”) between Public Utility District No. 2 of Grant County, Washington (“Grant” or the “District”), a municipal corporation of the State of Washington, and Brookfield Renewable Trading and Marketing L.P. (“Buyer”), a limited partnership formed and existing under the laws of the State of Delaware. This Transaction is governed by the WSPP Agreement effective September 11, 2023 (the “WSPP Agreement”). The District and Buyer are referred to as a “Party” and collectively as “Parties.” Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the WSPP Agreement. Any inconsistency between the provisions of this Confirmation and the WSPP Agreement, the provisions of this Confirmation will prevail for purposes of this Transaction.

The District agrees to sell to Buyer, and Buyer agrees to purchase from the District, a percentage share of the Priest Rapids Project Output upon the terms and subject to the conditions set forth in this Confirmation. The Parties, in consideration of the mutual promises and intending to be legally bound, agree as follows:

**SECTION 1. TERM OF CONFIRMATION**

Except as otherwise provided herein, this Confirmation shall be in full force and effect from the date of execution until the end of the Delivery Term (as defined in Section 3(c)), unless sooner terminated pursuant to the terms herein. Except as otherwise provided herein, all obligations accruing under this Confirmation are preserved until satisfied.

**SECTION 2. DEFINITIONS**

As used in this Confirmation, the following terms when initially capitalized shall have the following meanings:

“Agreed Generation” means the amount for the applicable period as provided in Exhibit K.

[REDACTED]

“Balancing Authority” or “BA” means the balancing authority registered with NERC.

“Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

“Bond Resolution” means each and all of the resolutions adopted by the District authorizing the issuance of outstanding debt for the Priest Rapids Project.

“Buyer Improvement Plan” as defined in Section 7(d)(6) of this Confirmation.

“Buyer’s Allocation of Pondage” as defined in Section 7(d)(3) of this Confirmation.

“Buyer’s Guarantor” means Brookfield Renewable Partners L.P.

“Buyer’s PRPO” as defined in Section 3(b) of this Confirmation.

“Buyer’s PRPO Percentage” is as defined in Section 3(c) of this Confirmation.

“CAISO” means the California Independent System Operator.

“Canadian Entitlement” means the downstream power benefits that the United States is required to deliver to Canada pursuant to the Columbia River Treaty.

“CCA” means the Climate Commitment Act, found in Chapter 70A.65 of the Revised Code of Washington and associated implementing regulations.

“CCA Adjustment” as defined in Exhibit I.

“CCA Allowance” or “Allowance” as defined in the CCA.

[REDACTED]

“Coal-fired Resource” as defined, and as may be amended, in the Washington Clean Energy Transformation Act, found in Chapter 19.405 of the Revised Code of Washington.

“Contingency Reserves” means, as more fully described in the NERC WECC reliability standards, a quantity of reserves, consisting of generation, load, interchange or other resources, that are deployable within ten minutes.

“District” means Public Utility District No. 2 of Grant County.



“Electric System” has the meaning specified in the District’s bond resolutions.

“Electric System Revenues” has the meaning specified in the District’s bond resolutions. The District’s bond resolutions include a priority of payment of Electric System revenues, which priority is first, operation and maintenance expenses of the Electric System including costs of the Priest Rapids Project, second, all payments required for the District’s Electric System bonds, and third, all other expenses.

“Emergency Tag” is as defined in Section 7(d)(4)(iii) of this Confirmation.

“FERC” means the Federal Energy Regulatory Commission.

“FERC License” means that license issued by the Federal Energy Regulatory Commission on April 17, 2008 for the operation of Priest Rapids Hydroelectric Project FERC No. 2114. As of the effective date of this Confirmation, the FERC License is available at:

<https://www.grantpud.org/templates/galaxy/images/images/Downloads/About/Environment/ShorelineManagement/PriestRapidsProjectLicenseh1.pdf>

“Firm Energy” means WSPP Schedule C Firm product with a G-F or G-FP energy product code referenced on the tag with the source BA carrying Contingency Reserves.

“HE” means hour ending.

[REDACTED]

“I-937” means the Energy Independence Act, found in Chapter 19.285 of the Revised Code of Washington.

“I-937 Energy” means energy bundled with RECs from an Eligible Renewable Resource as defined by I-937.

“ICE Index” means the Intercontinental Exchange (ICE) Daily Mid-Columbia Firm Power Index for On-Peak Hours and Off-Peak Hours.

[REDACTED]

“Incremental Hydropower” or “IHE” means energy bundled with Nonpower Attributes as defined by I-937 and approved by the Washington State Auditor’s office. IHE quantities that are deemed delivered under this Confirmation are set forth in Exhibit C. The District shall determine which methods it may propose to the Washington State Auditor’s office for determining Incremental Hydropower produced from the Priest Rapids Project. Buyer’s annual obligation to return I-937 qualified energy to the District shall be equal, in each year, to the production of IHE deemed produced by Buyer’s PRPO.

“Independent Operation Protocols” means any logic, policy, algorithm, strategy and/or implementing systems, programs and protocols used by the District for the operation of the Priest Rapids Project, including coordinated operation of the Priest Rapids and Wanapum Developments.

“JCAF” means a Joint Contract Accreditation Form that is developed by the WRAP.

[REDACTED]

“Moody’s” means Moody’s Ratings or its successor.

“Net Output” means Buyer’s PRPO on an hourly basis, net of losses, encroachment and Canadian Entitlement

“Nonpower Attributes” means all environmentally related characteristics, claims exclusive of energy, capacity, reliability, and other electrical power service attributes, that are associated with the generation of electricity from a renewable resource, including but not limited to the facility's fuel type, geographic location, vintage, qualification as an eligible renewable resource, and avoided emissions of pollutants to the air, soil, or water, and avoided emissions of carbon dioxide and other greenhouse gases, and includes without limitation, all Green Attributes and Non-Power Attributes as those terms are now or hereafter defined by the Washington, Oregon, and/or California regulatory agencies with jurisdiction, pursuant to the Washington, Oregon, and/or California clean energy and renewable portfolio standards. Any legal complaints or liabilities arising out of claims on Nonpower Attributes will be borne by the Buyer.

“Off-Peak Hours”, “LLH”, or “Night” means HE 0100 through 0600, and 2300 through 2400 PPT Monday through Saturday, including NERC holidays, and all hours Sunday.

“On-Peak Hours” or “HLH” means HE 0700 PPT through HE 2200 PPT, Monday through Saturday, excluding NERC holidays.

“Operating Agreements” means any agreements to which the District is or may become a party, which provide for operation of the Priest Rapids Project, including but not limited to, the Pacific Northwest Coordination Agreement, the Western Electricity Coordinating Council Agreement, the WSPP Agreement, Western Power Pool, and Independent Operation Protocols, as such agreements currently exist or hereafter may be amended.

[REDACTED]

“Points of Delivery” is as defined in Section 10(c) of this Confirmation.

“Pre-Schedule Day” means days identified by the District pursuant to the Western Electricity Coordinating Council Interchange Scheduling and Accounting Subcommittee daily scheduling calendar.



“Priest Rapids Project” means the hydroelectric project on the Columbia River in the State of Washington designated by the Federal Power Commission as Project No. 2114. The Priest Rapids Project consists of the Priest Rapids Development and the Wanapum Development as defined in the FERC document.

“Priest Rapids Project Output” or “PRPO” shall mean the amount of capacity, energy, pondage, ancillary services, Nonpower Attributes, and any other attributes of the power produced by one hundred percent (100%) of the Priest Rapids Project [REDACTED]

“Prudent Utility Practice” means those practices, methods and acts which: (i) when engaged in are commonly used in prudent engineering and operations to operate electric equipment and associated mechanical and civil facilities lawfully and with safety, reliability, efficiency and expedition or (ii) in the exercise of reasonable judgment considering the facts known when engaged in, could have been reasonably expected to achieve the desired result consistent with applicable law, safety, reliability, efficiency and expedition. Prudent Utility Practice is not intended to be the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of commonly used practices, methods or acts.

“ [REDACTED] ”

“QCC” means Qualified Capacity Contribution as defined under the WRAP.

“RC West” means that CAISO entity performing the NERC Reliability Coordinator function in the WECC.

“RCW” means Revised Code of Washington.

“RECs” are as defined in Schedule R of the WSPP Agreement, and include WREGIS Certificates associated with energy from renewable energy facilities. As provided by the WREGIS Operating Rules, the WREGIS Certificate includes all the Nonpower Attributes associated with each one megawatt-hour of electricity.

“Return Energy” shall have the meaning as provided in Section 3(d).

“RSG” means the WPP Reserve Sharing Group.

“S&P” means S&P Global Ratings or its successor.

“Scheduling Agent” means any entity designated by Buyer to act on its behalf with regards to scheduling of Buyer’s PRPO.

“Specified Source” shall have the same meaning as defined in the CCA.



will be Incremental Hydropower as provided in Exhibit C or Buyer can elect to substitute and deliver alternative I-937 Energy in an amount up to the annual volume (per calendar year) of Incremental Hydropower in Exhibit C. If Buyer elects to deliver alternative I-937 Energy the energy can be delivered at any time within the year as part of the Return Energy.

(e)



(f)

Coal-fired Resource Records.



(g)





- (h) REC Transfer. RECs associated with Buyer's PRPO shall be transferred from the District to Buyer via WREGIS. Notwithstanding the forgoing, if the same RECs associated with Buyer's PRPO would be transferred back to the District by Buyer in satisfaction of Buyer's obligation under this Confirmation, the Parties agree that such off-setting REC transfer obligations may be "booked-out".

#### **SECTION 4. PRPO AVAILABILITY**

- (a) Buyer understands and acknowledges that PRPO availability will fluctuate and is subject to and contingent upon many factors including, but not limited to, the following: weather and precipitation levels, regulatory and environmental considerations and requirements, Operating Agreements, and Uncontrollable Forces.
- (b) Restriction of Deliveries of PRPO. The District, as operator of the Priest Rapids Project, may restrict deliveries of PRPO as follows:
  - (1) if the District determines that such action is necessary to avoid exceeding the capability of the Priest Rapids Project or subjecting it or its operation to undue hazard or violating the FERC License, any applicable law, regulation or Operating Agreements;
  - (2) in case of emergencies or in order to install equipment in, make repairs to, make betterments, renewals, replacements, and additions to, investigations and inspections of, or perform other maintenance work on the Priest Rapids Project; and
  - (3) as may be necessary to fulfill any non-power regulatory or other legal requirements, including without limitation the requirement to spill water at the Priest Rapids Project in an amount determined by the District in its sole discretion.

The District shall use commercially reasonable efforts to give advance notice to Buyer regarding any limit, restriction, interruption, curtailment or reduction of PRPO for which the District has knowledge in advance of the need for such action, giving the reason therefore and stating the probable duration thereof, and shall provide timely updates concerning the same should conditions change. In any instance where advance notice is not commercially reasonable, the District shall promptly notify Buyer after imposing such limit, restriction, interruption, curtailment or reduction of PRPO and give the reason and probably duration thereof (non-binding), and shall make commercially reasonable efforts to provide timely updates concerning the same should conditions change.

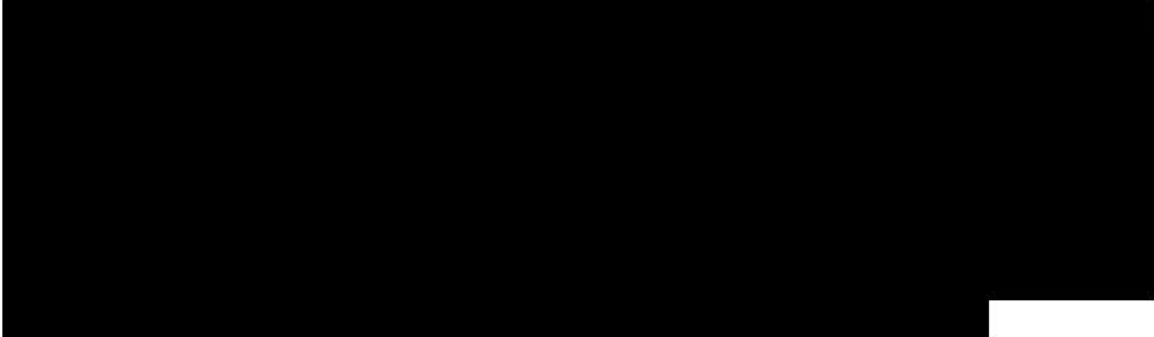
The District, as operator of the Priest Rapids Project, may restrict deliveries of PRPO subject to the requirements set forth in this section. To the extent restrictions of PRPO attributes or deliveries under this section are due to dispatch or pond management decisions by the District and/or other purchaser(s) of PRPO, the District will make best efforts to contain restrictions to those persons responsible for the resulting restrictions or the potential for restrictions, otherwise any restrictions in delivery of PRPO shall be made pro-rata with all purchasers of

PRPO and with the District's share of PRPO.

- (c) Notwithstanding any other provision of this Confirmation, the District shall at all times have the right to operate the Priest Rapids Project in such manner as it deems necessary to comply with the FERC License, applicable laws and regulations, Prudent Utility Practice and this Confirmation.
- (d) Notwithstanding any other provision of this Confirmation, the District shall have the unilateral right to restrict deliveries of PRPO as may be necessary to fulfill any non-power regulatory or other legal requirements and shall have the unilateral right to determine the amounts of spill required at the Priest Rapids Project. Any such restrictions in delivery shall be made pro-rata with all purchasers of PRPO and with the District's share of PRPO.
- (e) Buyer's PRPO Pond Management.
  - (1) The pondage available at the Priest Rapids Project shall be determined by the District, as operator of the Priest Rapids Project, from time to time on the basis of the volume of water that can be stored between the then current maximum forebay elevation and the then current minimum forebay elevation.
  - (2) The District will maintain for Buyer its pondage account that will reflect the use of pondage by Buyer under this Confirmation. Buyer may schedule more than its share of the Priest Rapids Project inflows if Buyer has sufficient energy in its pondage account. The amount of the energy scheduled from the pondage account shall not exceed Buyer's Allocation of Pondage determined in accordance with this Confirmation. Notwithstanding the forgoing, the Parties shall manage Buyer's use of the pondage such that, at the end of the last hour of the Delivery Term, Buyer's pondage account balance will be approximately the same as it was at the beginning of the first hour of the Delivery Term. The Parties will negotiate in good faith to financially settle any pondage account imbalances remaining at the end of the Delivery Term.
- (f) Spill Allocation. During any hour that spill is occurring at the Priest Rapids Project for any purpose determined necessary or desirable by the District, the spill shall be allocated by the District to reduce the pondage of Buyer and other PRPO purchasers in accordance with the implementation of the then-prevailing District Spill Allocation Policy and Procedures, the current version of which is set forth in Exhibit J.
- (g) Changes to the Independent Operations Protocols. If changes to the Independent Operation Protocols result in consequences to the PRPO that Buyer, in its reasonable estimation, considers material, the Parties shall convene a meeting with the respective senior leadership for the purpose of achieving the original relative value of this Confirmation to each Party. If the Parties' representatives are unable to reach agreement on the matter within thirty (30) days after such meeting, then either Party may immediately resort to any other right or remedy to which it may be entitled under this confirmation, the WSPP Agreement, at law, or in equity without need for additional meetings between senior executives.

**SECTION 5. RESOURCE ADEQUACY**

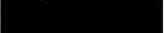

(a) Buyer is entitled to the QCC associated with Buyer's PRPO during the Delivery Term of this Confirmation except as specified in Section 5(b) below.

(b) 

**SECTION 6. PURCHASE PRICE AND PAYMENTS BY BUYER**

(a) On or before the tenth (10<sup>th</sup>) calendar day following the end of each month (or the next Business Day thereafter) during the Delivery Term, Seller shall prepare and deliver to Buyer a written statement of Buyer's payment obligation hereunder for the preceding calendar month. The Purchase Price for Buyer's PRPO shall be as shown in Exhibit G "Schedule of Payments".

(b) The monthly payments set forth above shall be due and payable on or before the 20<sup>th</sup> (twentieth) calendar day of each month (or, if such day is not a business day, the next business day thereafter) by electronic funds transfer to the account designated in writing by the District.

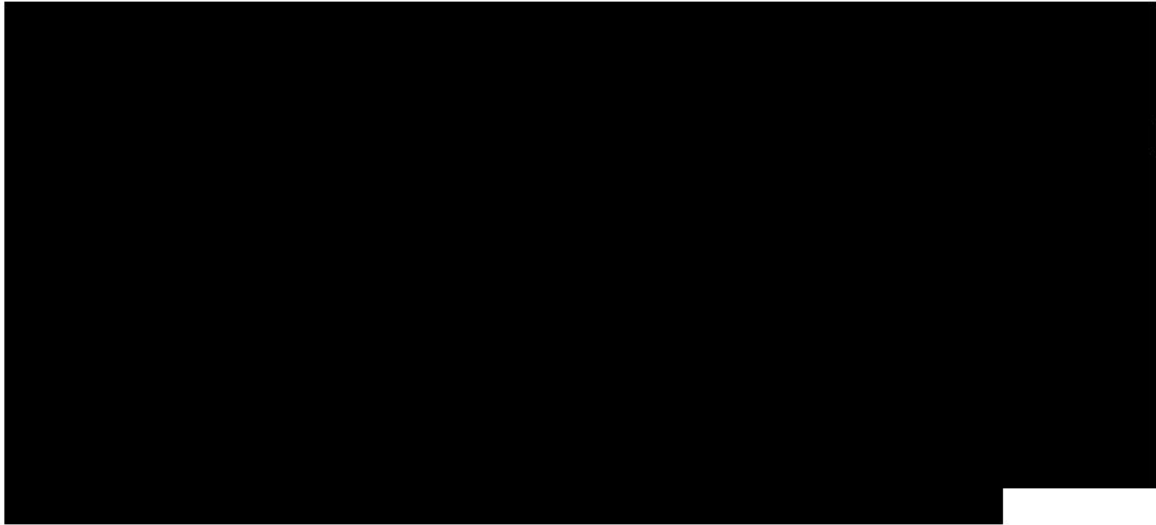
(c) If any monthly payment amount set forth on a statement or revised statement is not paid in full and received by the District by the close of business on the day when due, a delayed payment charge  unpaid amount will be due and owing. Any bill that remains unpaid for more than thirty (30) calendar days after the due date shall, in addition to the delayed payment charge, accrue interest at the lesser of 





(d) The payments required under this Section 6 shall be due and owing regardless of whether the amount of power from the PRPO Percentage made available to Buyer is less or more than that which was anticipated by either Party at the time of execution of this Confirmation. The District makes no warranties of any type as to the PRPO that will actually be produced and available, other than, that the percentage of PRPO made available

to Buyer will at all times be in accordance with Section 3(c), and Buyer assumes all risks associated therewith.

- (e) Except as otherwise provided in this Confirmation, Buyer shall not be obligated to pay any other amounts charged to or payable by the District as a result of this Confirmation, including without limitation, any water fees, license fees, penalties, taxes, operating, administration, maintenance or capital costs, damages or any other costs whatsoever, relating to ownership or operation of the Priest Rapids Project.



**SECTION 7. SCHEDULING OF DELIVERIES OF PRIEST RAPIDS PROJECT OUTPUT**

- (a) This Section 7 shall apply to the scheduling of Buyer's PRPO   

- (b) Scheduling of Buyer's PRPO shall be as requested by Buyer, or its designated Scheduling Agent, and shall be subject to the limitations set forth in this Confirmation.
- (c) Buyer, or its designated Scheduling Agent, shall provide the District each Pre-Schedule Day, in conformance with then prevailing scheduling procedures for scheduling Pacific Northwest generating resources, hourly schedules of desired Buyer's PRPO deliveries for the following day or days. The schedules will be completed in a time frame consistent with standard industry practices in the Pacific Northwest. Schedules shall be in compliance with all applicable reliability and reserves criteria as put forth by the North American Electric Reliability Council, Western Electricity Coordinating Council, RC West, or its successor and WPP (and NWPP), as such criteria are revised from time to time. To the extent failure to comply with reliability or reserve criteria results in costs or fees incurred by the District, as a direct and proximate result of Buyer's acts or omissions, Buyer shall reimburse the District for all such reasonably demonstrated costs or fees, provided however, that Buyer

is not responsible for any such costs or fees if the act or omission is the result of Buyer's reliance on data, instructions or other information provided by the District, including but not limited to those provided under this Section. Revisions in a schedule may be made at any time upon the request of Buyer in accordance with Section 7(d)(6)(iv). The District will use reasonable efforts to minimize deviations from the schedule and make corrections promptly as practicable on an hourly basis.

- (d) Buyer's schedules shall be in accordance with the following:
- (1) Subject to the provisions of this Confirmation, the District shall make available to Buyer, each hour, Buyer's PRPO.
  - (2) The District, as operator of the Priest Rapids Project, shall make all determinations concerning the Priest Rapids Project maximum output and minimum discharge using Prudent Utility Practices; and the District shall have the unilateral right to determine the maximum allowable amount of change in PRPO during any time period and the maximum number of unit starts and stops allowable during any time period. Buyer's daily and hourly schedules shall be based on Buyer's PRPO in accordance with the Priest Rapids Project operational parameters as established by the District from time to time. All rights and restrictions shall be pro-rata for all PRPO.
  - (3) Buyer shall be entitled to utilize a share of the pondage available at the Priest Rapids Project (the "Buyer's Allocation of Pondage"). The maximum available pondage is determined by multiplying the total pondage available in the Priest Rapids Project by the Buyer's PRPO Percentage. The pondage available at the Priest Rapids Project shall be determined by the District, as operator of the Priest Rapids Project, from time to time on the basis of the volume of water that can be stored between the then current maximum forebay elevation and the then current minimum forebay elevation.
  - (4) During any hour that spill is occurring at the Priest Rapids Project for any purpose determined necessary or desirable by the District, the spill shall be allocated to reduce the pondage of Buyer and other PRPO purchasers in proportion to their percentage shares of PRPO, including the District in accordance with the District's then prevailing spill allocation policy<sup>1</sup> and procedures.

For the Buyer share of the PRPO, the District will provide the following maximum number of schedules (e-tags) available to schedule Buyer's PRPO.

- (i) [REDACTED]



[Redacted]

(ii)

[Redacted]

■

[Redacted]

(5) Hubbing, Parking and Lending.

[Redacted]

■

[Redacted]

■

[Redacted]

■

[Redacted]

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(iv) [REDACTED]

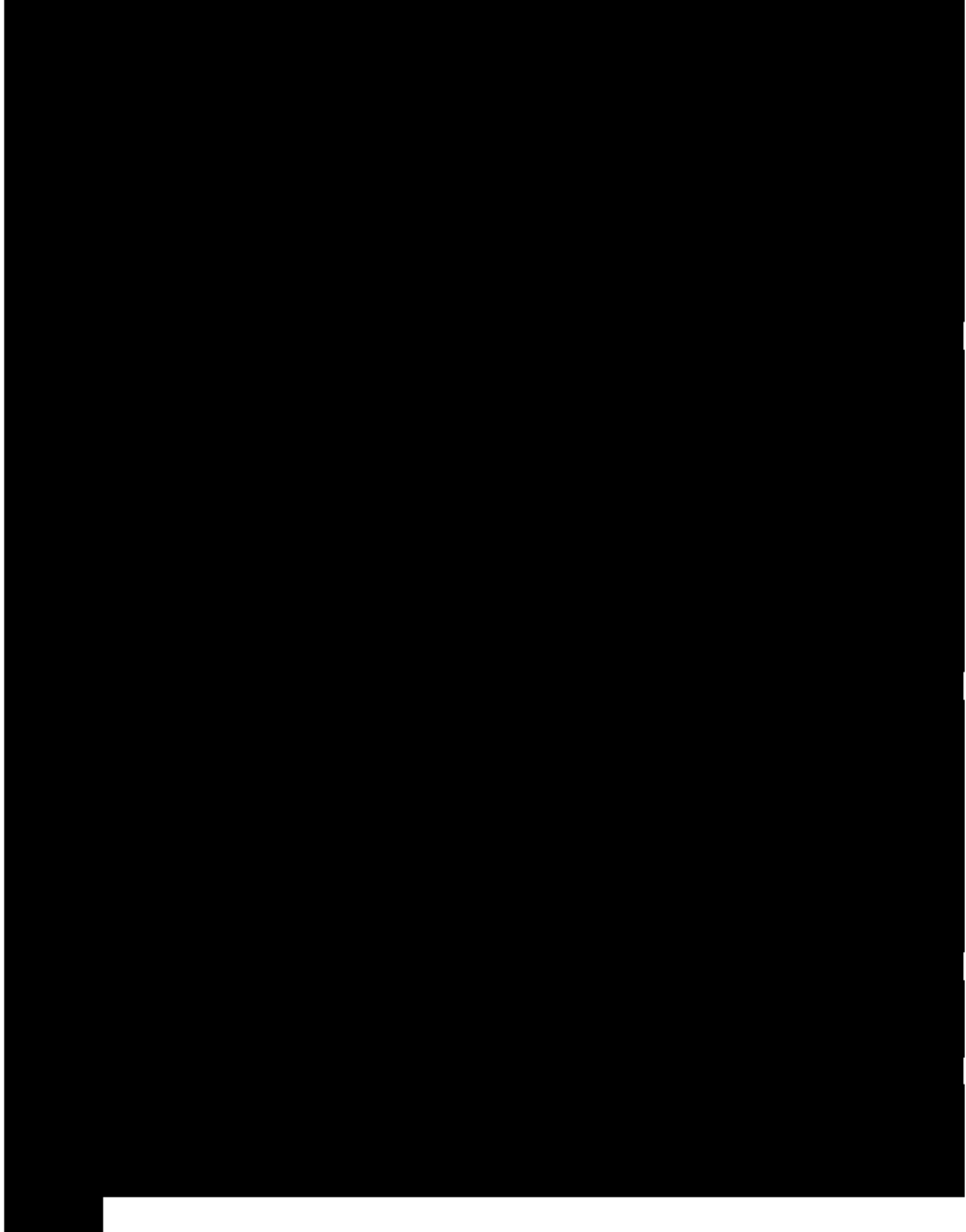
[REDACTED] and Selling Entity on any Hubbing, Parking, and Lending NERC e-tags.

(6) [REDACTED]

(e) [REDACTED] Energy.

(1) [REDACTED]

(2) [REDACTED]



**SECTION 8.**

[REDACTED]

[REDACTED]

**SECTION 9. POINTS OF DELIVERY**

- (a) PRPO power supplied hereunder shall be approximately 230 kV, three-phase, alternating current, at approximately 60 hertz.
- (b) Without prior written approval from the District, only PRPO delivered under this Confirmation shall be transmitted on Priest Rapids Project transmission facilities to the Points of Delivery identified herein.
- (c) The PRPO power to be delivered hereunder shall be made available to Buyer, at its option, exercisable from time to time, at any one or more of the following points (the "Points of Delivery"):

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

**SECTION 10. INFORMATION TO BE MADE AVAILABLE TO BUYER**

- (a) The District shall provide Buyer source meter data and generation meter data as well as other information upon request as may be reasonably required to substantiate Buyer's PRPO. To the extent any governmental authority, including the California Air Resources Board, California Public Utilities Commission or the California Energy Commission changes its laws, regulations and/or its reporting requirements, the District shall make all commercially reasonable efforts to provide such requested information to Buyer. The District consents to Buyer of its disclosure of this information to third parties.
- (b) Buyer, upon at least thirty (30) days' advance written notice to the District, shall have the right at its sole cost and expense to examine operating records relating to Buyer's PRPO

during the District's normal business hours. All reasonable costs incurred by the District associated with such examination of operating records, including, but not limited to, District labor, materials and reproduction services shall be promptly reimbursed to the District by Buyer.

- (c) The District shall exercise commercially reasonable efforts to provide to Buyer estimates and information reasonably necessary for Buyer to exercise its rights under this Confirmation.

## SECTION 11. LIABILITY OF PARTIES

- (a) Buyer is purchasing Buyer's PRPO. Buyer acquires no interest in or rights to any facilities forming part of the Priest Rapids Project.
- (b) The protections afforded and the provisions of this Section shall survive the termination, expiration or cancellation of this Confirmation, and shall apply to the fullest extent permitted by law.
- (c)
  - (i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Confirmation, whether proposed by a Party (to the extent that any waiver in subsection (ii) below is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group Inc. v. Pub. Util. Dist. No. 1 of Snohomish County*, 128 S. Ct. 2733 (2008) and consistent with *NRG Power Marketing, LLC, et al., vs. Maine Public Util. Commission*, 668 U.S. 165 (2010) (the "Mobile-Sierra" doctrine).
  - (ii) In addition, and notwithstanding the foregoing subsection (i), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Confirmation specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Confirmation, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (ii) shall not apply, provided that, consistent with the foregoing subsection (i), neither Party shall seek any such changes except solely under the

"public interest" application of the "just and reasonable" standard of review and otherwise as set forth in the foregoing section (i).

(iii) EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT, CONNECTED WITH OR ARISING OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS CONFIRMATION OR ANYTHING DONE IN CONNECTION THEREWITH. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATION OF DAMAGES CONTAINED HEREIN AND THE MEASURE OF DAMAGES DESCRIBED HEREIN ARE MATERIAL TERMS OF THIS CONFIRMATION.

## **SECTION 12. NOTICES AND COMPUTATION OF TIME**

- (a) Any notice, demand or request provided for in this Confirmation shall be, unless otherwise specified herein, in writing and may be delivered by hand delivery, United States mail or overnight courier. Notice by courier or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective on the close of business on the next business day. All notices by United States mail shall be sent certified, return receipt requested and shall be effective on the date of actual receipt by the recipient.

All notice, demand or request made by mail shall be mailed postage prepaid and addressed to:

General Manager  
Public Utility District No. 2 of Grant County, Washington  
P.O. Box 878  
30 C St S.W.  
Ephrata, Washington 98823;

Office of the General Counsel

Brookfield Renewable Trading and Marketing L.P.  
200 Liberty Street, 14<sup>th</sup> Floor  
New York, NY 10281

- (b) In computing any period of time from such notice, such period shall commence at HE 2400 (midnight) PPT on the date of receipt. The designations of the name and address to which any such notice or demand is directed may be changed at any time by either Party giving notice as provided above.

## **SECTION 13. DISTRICT'S BOND RESOLUTIONS AND**

**LICENSE**

It is recognized by the Parties that the District, in its operation of the Priest Rapids Project, must comply with the requirements of the Bond Resolution and with the FERC License together with amendments thereof from time to time made, and the District is hereby authorized to take such actions as the District determines are necessary and appropriate to comply with such Bond Resolutions and FERC License.

**SECTION 14. GOVERNING LAW**

The Parties agree that the laws of the State of Washington shall govern this Confirmation and the WSPP Agreement as applied to this Confirmation.

**SECTION 15. ASSIGNMENT OF CONFIRMATION**

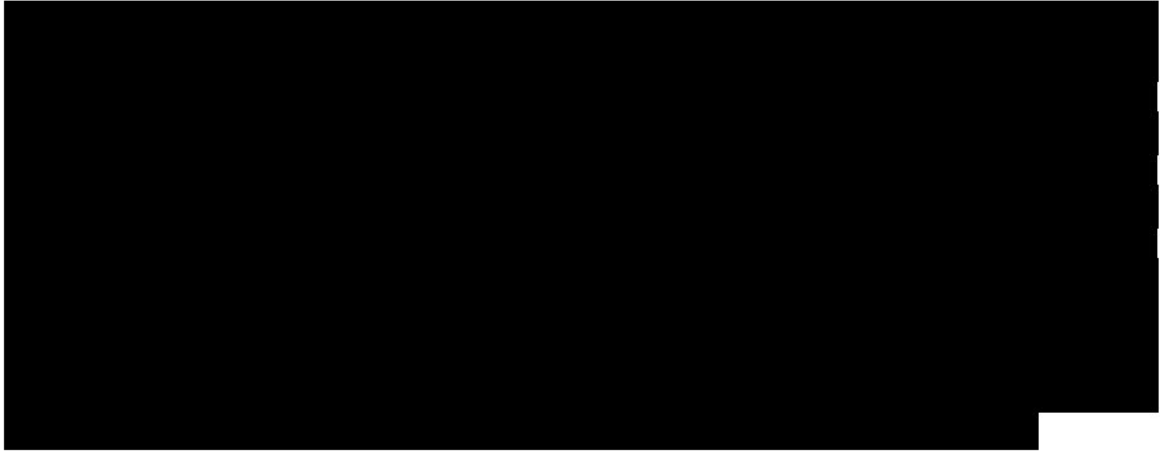
Neither Buyer nor the District may by contract, operation of law or otherwise, assign this Confirmation or any right or interest in this Confirmation without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, a Party may, without the consent of the other Party (and without relieving itself from liability hereunder) (i) transfer or assign this Confirmation to an affiliate of the Party provided that the affiliate's creditworthiness is equal or higher than that of the Party or (ii) transfer or assign this Confirmation to any person or entity succeeding to all or substantially all of the assets of the Party whose creditworthiness is equal or higher than that of the Party; provided however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions in this Confirmation and the transferring Party shall deliver such tax and enforceability assurance as the other Party may reasonably request.

**SECTION 16. EVENTS OF DEFAULT**

- (a) Section 22.1 of the WSPP Agreement, Events of Default, is amended as follows:

[REDACTED]

- (b) [REDACTED]



**SECTION 17. INFORMATION REQUIRED FOR CREDIT DETERMINATION**

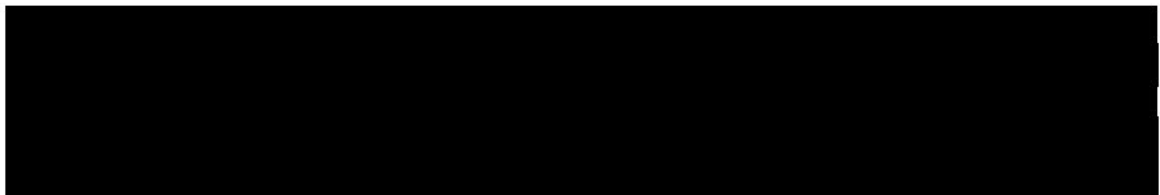
Buyer is required to provide the District with the following:

- (a) Buyer's Guarantor's most recent two years of audited financial statements including the balance sheet, income statement, statement of cash flows and notes to financial statements, or its most recently filed SEC Forms 10-Q and 10-K, if applicable. If the required financial statements can no longer be found on Buyer's Guarantor's website (<https://bep.brookfield.com/bep/reports-filings/annual-reports>), Buyer may provide the appropriate website internet link for retrieval of such information.

- (b)



**SECTION 18. COLLATERAL (CREDITWORTHINESS)**





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Both the District and the Buyer agree to maintain the netting agreement in accordance with Exhibit A of the WSPP Agreement throughout the Delivery Term.

**SECTION 19. DATA PRIVACY**

The Parties may provide each other with information related to an identified or identifiable individual (“Personal Data”), the processing and transfer of which will be done in accordance with applicable data protection law.

**SECTION 20. ANTI CORRUPTION**

Each Party represents, warrants and covenants to the other that: (i) it will comply with the Anti-Corruption Laws (as defined herein) with respect to this Confirmation; (ii) it has not made and will not make, offer, authorize, or accept any payment, gift, or other benefit, directly or indirectly (whether via its affiliates, agents, contractors or other third parties), to or from any government official or any other person for the purpose of facilitating or carrying out this Confirmation which would violate the Anti-Corruption Laws; (iii) it will promptly notify the other Party if it becomes aware of any violation of the Anti-Corruption Laws in connection with this Confirmation, subject to the preservation of legal privilege; and (iv) except as the other Party may agree in writing, all payments payable to a Party

pursuant to this Confirmation shall be made only to the account of such Party, and not to the account of any other person. "Anti-Corruption Laws" mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable laws that prohibit money laundering, or otherwise dealing in the proceeds of crime, or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to any government official or any other person, or tax evasion."

## **SECTION 21. VENUE**

Venue of any action filed to enforce or interpret the provisions of this Confirmation shall be exclusively in the United States District Court for the Eastern District of Washington or the Superior Court of the State of Washington for Grant County and the Parties irrevocably submit to the jurisdiction of any such court.

## **SECTION 22. COMPLIANCE WITH LAW**

- (a) The Parties understand and acknowledge that operation of the Priest Rapids Project must conform to and comply with all applicable laws, rules, regulations, license conditions or restrictions promulgated by the FERC, the State of Washington or any other governmental agency or entity having jurisdiction over the Priest Rapids Project. Buyer shall cooperate reasonably and take whatever reasonable action is necessary to cooperate fully with the District in meeting such requirements. Obligations of the District contained in this Confirmation are hereby expressly made subordinate and subject to such compliance.
- (b) RCW 54.16.040 contains provisions relating to the District's sale of electric energy. The Parties understand and acknowledge that the District must comply with RCW 54.16.040 to the extent applicable to this Confirmation. Accordingly, the District's obligations and performance under this Confirmation are hereby expressly made subordinate and subject to such compliance.
- (c) Buyer shall ensure that PRPO available to Buyer under this Confirmation is not sold, resold, distributed for use or used in contravention of any applicable state or federal law, order or regulation. Buyer shall reimburse the District for any penalties or fines imposed on the District as a consequence of such violation.
- (d) The Buyer shall ensure that PRPO available to Buyer under this Confirmation is not sold, resold, distributed for use or used outside the Pacific Northwest in violation of the Bonneville Project Act, Public Law 75-329, the Pacific Northwest Consumer Power Preference Act, Public Law 88-552, the Regional Act or in contravention of any applicable state or federal law, order, regulation, or policy. If as a result of a sale occurring in violation of the foregoing, the District incurs incremental costs, the Buyer shall reimburse the District for those incremental costs associated with replacement energy resulting from a reduction in firm power sales from Bonneville Power Administration under the Pacific Northwest Consumer Power Act, during the Delivery Term. Attached hereto as Exhibit D is a letter from

Bonneville Power Administration regarding this subject.

### **SECTION 23. HEADINGS**

The headings of sections and paragraphs of this Confirmation are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections and paragraphs.

### **SECTION 24. REPRESENTATIONS AND WARRANTIES**

Notwithstanding anything contained to the contrary in the laws of the State of Washington, the District irrevocably agrees that it will not claim immunity on the grounds of sovereignty in any proceeding. The District represents that it is subject to the filing of claims, service of process and suit for damages pursuant to and in accordance with the laws of the State of Washington.

Buyer hereby attests, represents, and warrants that it will not sell, contract for, or schedule, on an aggregate basis, capacity or energy that carries with it direct representation of the attributes of Wanapum and/or Priest Rapids generation, beyond Buyer's contractual entitlement to such capacity and energy from Wanapum and Priest Rapids.

### **SECTION 25. DODD-FRANK**

- (a) The Parties acknowledge and intend that the transaction reflected in this Confirmation is a forward contract within the meaning of the Commodity Exchange Act (CEA), as amended, and the Rules of the Commodity Futures Trading Commission, and in reliance upon such agreement, as of the date of execution:
  - (1) each Party represents to the other that it is a commercial market participant with respect to the specified commodity;
  - (2) each Party represents to the other that it intends to make or take physical delivery of the specified nonfinancial commodity; and
  - (3) if this transaction includes any volumetric optionality, the holder of such optionality represents to the other Party (a) that such optionality is primarily intended to address physical factors (such as weather, environmental factors, customer demand, available production, transport, shipping, operational constraints, or other physical factors) or regulatory requirements that reasonably influence demand for, or the supply of, the specified nonfinancial commodity; and (b) that such optionality is not primarily intended to address price risk.
- (b) To the extent this transaction is a commodity option:
  - (1) the seller of the option represents to the buyer of the option that in connection with this transaction, the seller of the option is either (a) an eligible contract

participant (“ECP”) as defined in section 1a(18) of the Commodity Exchange Act (“Act”) and the regulations of the Commodity Futures Trading Commission (“CFTC”), or (b) a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this transaction, or the products or byproducts thereof, and is offering or entering into this transaction solely for purposes related to its business as such;

- (2) the buyer of the option represents to the seller of the option that in connection with this transaction the buyer of the option is a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this transaction or the products or byproducts thereof and is offering or entering into this transaction solely for purposes related to its business as such; and
- (3) each Party represents to the other that the option, if exercised, would result in the sale of an exempt commodity for immediate or deferred delivery.
- (4) Buyer agrees that it will be the reporting counterparty with respect to this Confirmation to the extent that it is a commodity trade option reportable by one of the Parties.

PUBLIC UTILITY DISTRICT NO. 2  
OF GRANT COUNTY, WASHINGTON

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

Title: General Manager

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

\_\_\_\_\_

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

Title: Authorized Representative

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

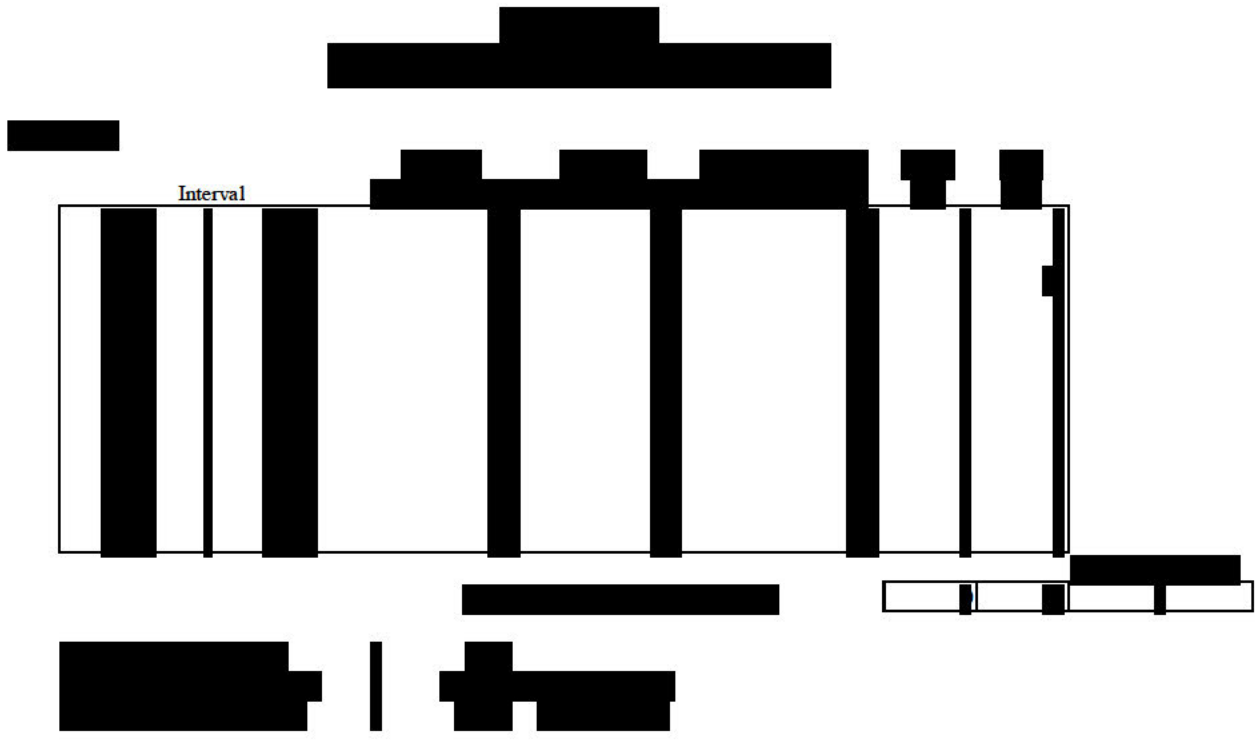


EXHIBIT B  
Returned Energy

Month/Year	HLH (MWh)	LLH (MWh)	Total (MWh)	Return Energy On-Peak MW

EXHIBIT C  
Incremental Hydro RECs Yearly Requirement

I-937 Priest Rapids Project	
Incremental Hydro	
Month/Year	(MWh)
[Redacted]	



EXHIBIT D

BPA's LETTER REGARDING 5(B)9(C)



**Department of Energy**

Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208-3621

POWER BUSINESS LINE

August 9, 2006

In reply refer to: PS-6

Mr. Tim Culbertson, General Manager  
Public Utility District No. 2 of Grant County  
P.O. Box 878  
Ephrata, WA 98823

Dear Mr. Culbertson:

The Bonneville Power Administration (BPA) and Grant County Public Utility District No. 1 (Grant) met on July 26, 2006 to discuss Grant's pending Priest Rapids Development Project market based auction. Grant is preparing for its 2006 Power Auction of the Priest Rapids Project output as a pricing mechanism for the 30 percent Reasonable Portion product sold to Pub. L. 544 parties. The open market auction process is a fairly new mechanism for a utility to make power sales in the region and is Grant's choice for implementing the Federal Energy Regulatory Commission (FERC) order regarding the reasonable portion requirement of Pub. L. 544 in *Kootenai Electric Coop. Inc. et al v. Public Utility District No. 2*, 82 FERC ¶ 61,112, affirmed in *Kootenai Electric Cooperative Inc. v. Federal Energy Regulatory Commission*, 192 F.3d 144 (D.C. Cir. 1999). Grant conducted a prior auction which resulted in a sale of Project power to Constellation Energy, Inc. As we discussed at our July 26th meeting, we both would like to ensure compliance of Grant's auction sales with the application of BPA statutes and policy regarding the sale of customer-owned hydroelectric resources under Section 3(d) of Pub. L. 88-552, the Pacific Northwest Consumer Power Preference Act, and section 9(c) of Pub. L. 96-501, the Pacific Northwest Electric Power Planning and Conservation Act. Therefore, BPA wishes to address its understanding reached after our discussion on July 26th as to treatment of these sales and Grant's 2005 auction sale to Constellation.

BPA's Policy on Determining Net Requirements of the Pacific Northwest Utility Customers under Sections 5(b)(1) and 9(c) of the Northwest Power Act (May 2000) addresses the extra-regional sale of regional resources, including output from hydroelectric resources such as the Priest Rapids Project. It is understood by BPA that, based on the above mentioned FERC order, Grant has no right to the power from the Project that is represented by the 30 percent Reasonable Portion and is required to offer this power to participating parties. We also understand that the power offered is part of the Reasonable Portion and is used to set a price for the entire Reasonable Portion sale. As seller, and in order to comply with both the FERC order and BPA's policy and statutes, you have included in your contracts for the sale of this power a provision which states: "The purchaser shall ensure that Priest Rapids Development Output available to Purchaser under this contract is not sold, resold, distributed for use or used outside the Pacific Northwest in violation of the Bonneville Project Act, Public Law 75-329, the Pacific Northwest

Consumer Power Preference Act, Public Law 88-552, the Regional Act or in contravention of any applicable state or Federal law, order regulation or policy.” While that provision is a good first step, it does not address the practical consideration of reporting resale information by the purchaser and does not in all instances identify what actions BPA may be required to take under its statutes.

To clarify our mutual responsibilities regarding Grant’s auction sales we discussed and agreed upon the following compliance protocol:

1. Grant will continue to include in its open market auction contracts a provision that requires compliance by the purchaser with BPA’s policy and statutes governing the sale of non-Federal power, substantially in the form noted above. In the event of resale in violation of that provision, BPA would have recourse against Grant by reduction of BPA’s firm power sale (decrement) consistent with BPA’s statutes and policy.
2. As the seller, Grant remains responsible for the in-region use of the power when the sale at auction is made to a purchaser that is an entity that does not have a Northwest Power Act section 5(b) contract with BPA, or that does not directly serve retail consumer load in the Region. Grant is responsible for demonstrating the purchaser resold the power to a Northwest load serving investor-owned utility, public or cooperative utility, or direct service industry (DSI) customer with a section 5(b) or 5(d) contract that has a planned load in excess of its planned generation. Customers holding a 5(b) or 5(d) contract, other than those that receive all of their firm power supply from BPA, are assumed to have a planned load in excess of their planned generation.
3. As long as the purchaser’s monthly sales of power to the BPA customers identified in 2 above meets or exceeds the amount of firm power bought at auction and delivered for the month, then BPA will consider the resale as used in the Region. Grant will monitor such sales by the purchaser by keeping monthly records of tags, commercial arrangement documents, or FERC website hourly data files, whichever is appropriate. If requested by BPA, Grant will provide this information to BPA 15 days after the end of a month. In the event that such resale by the purchaser does not equal the amount of power purchased at auction in the month, BPA may impose a decrement on its firm power sales in subsequent months to Grant equal to the difference. Grant may have a contractual recourse against the purchaser.
4. If the sale at auction is to the BPA customers identified in 2 above, then BPA will consider the power sold at auction used for load in the Region.

#### **Constellation Sale**

BPA’s statutes and 9(c) policy require BPA to make certain determinations regarding the effect of potential sales of power outside the region of non-Federal power resources, or exports upon its firm power requirements obligations to provide service to its customers. BPA is only allowed to

replace such power exported with Federal power that is otherwise surplus to BPA's firm power obligations. These determinations are factually based and can result in BPA reducing or decrementing its firm power obligations to the seller. In response to BPA's April 27, 2006, letter to Grant, Grant has supplied BPA data files that show certain sales made at the Mid-Columbia Hub by Constellation, the 2005 purchaser of power auctioned by Grant as the 6 percent Priest Rapids Project output. These files demonstrate Constellation has sold the 2005 auction power to several Northwest load serving utilities, or cooperatives that have 5(b) or 5(d) contracts. Further, for the period of this 2005 auction, BPA's regional planning document, the Whitebook, as updated, showed both BPA and the region in a surplus power condition having firm resources that exceed firm loads for that planning year (2005). Therefore, BPA finds that Grant's sale to Constellation and Constellation's resale of power from the 2005 auction complies with BPA's 9(c) policy. BPA finds no need to decrement or reduce Grant's block purchase from BPA and Grant will not be decremented.

Thank you for taking the time to meet with us and establishing the compliance protocol we have both agreed to, as described above. I wish you success on your upcoming auction and appreciate your patience in resolving this issue.

Sincerely,

/s/ **Mark Gendron**

Mark Gendron  
Vice President  
Requirements Marketing

EXHIBIT E  
Estimated Forecasted WRAP QCC

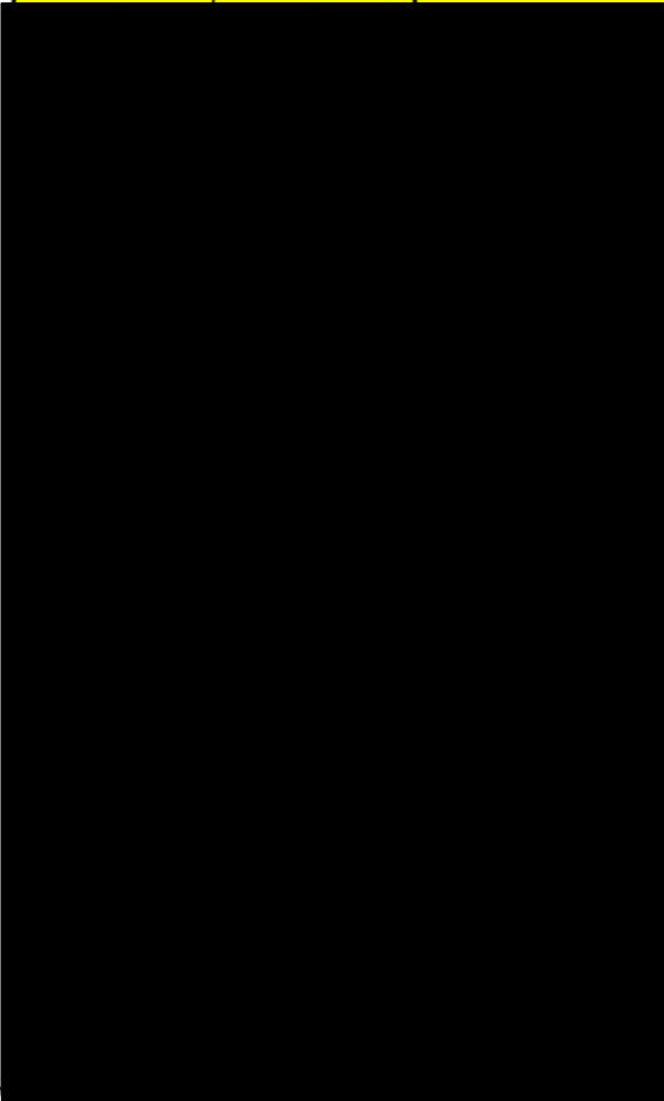
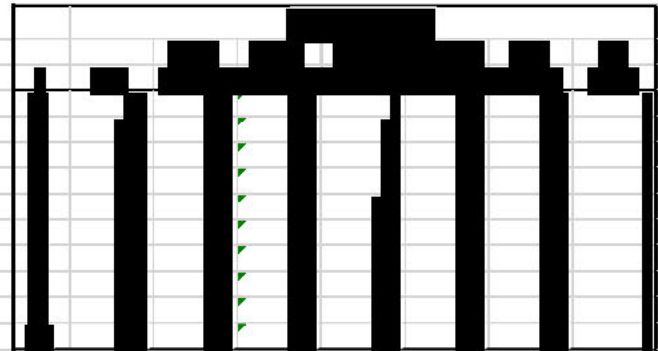
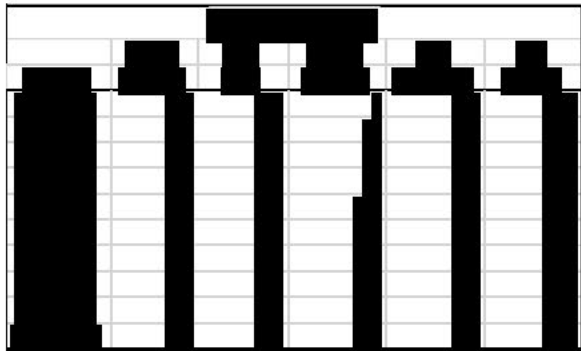
<b>Estimated Forecasted WRAP QCC</b>	
<b>Month/Year</b>	<b>WRAP QCC- Counterparty PRPO (MW)</b>
	

EXHIBIT F  
Scheduling Examples<sup>4</sup>



[Redacted text]

EXHIBIT G  
Schedule of Payments

(Intentionally Left Blank) See separate attachment.

EXHIBIT H  
Attestation Forms

[REDACTED]

{date}

{Buyer letterhead}

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT H  
Attestation Forms (cont.)

**Return Energy Attestation Form**

{date}

{Buyer letterhead}

Rich Flanigan  
Senior Manager  
Power Portfolio Strategy  
Grant County PUD  
P.O. Box 878  
Ephrata, WA 98823

Dear Mr. Flanigan,

In accordance with Section 3(d) of that Confirmation to WSPP Agreement dated {execution date} (the "Confirmation"), between District and Buyer, Buyer provides notice that \_\_\_\_\_ MWhs of Incremental Hydropower from the Priest Rapids Project along with the Nonpower Attributes were retained by Grant PUD for the period {timeframe}. Capitalized terms not defined herein are defined in the referenced WSPP Agreement or the Confirmation.

Please direct any questions regarding this letter to {Buyer contact} at {contact information}.

Sincerely

{signature}

{printed name}

{title}

{Buyer}



EXHIBIT I  
Payment Adjustments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT J  
Spill Allocation Policy And Procedures

During any hour that spill is occurring at the Priest Rapids Project in order to control the forebay elevation, the spill shall first reduce the inflow of each of the purchasers of PRPO whose pondage account is overfull proportionate to the amount of the overflow, but not exceeding the amount of the overflow. If unallocated spill remains, it shall next be allocated to reduce the inflow of each of the purchasers of PRPO whose request for generation is less than its entitlement during the hour, in proportion to the amount by which its request is less than its entitlement. Any remaining unallocated spill shall be allocated to reduce the inflow of all purchasers of PRPO in proportion to each purchaser's percentage rights to the Priest Rapids Project.

During any hour that spill is occurring at the Priest Rapids Project for fish or any other non-power purpose determined necessary or desirable by the District, the spill shall be allocated to reduce the inflow of all purchasers of PRPO in proportion to each purchaser's percentage rights to the Priest Rapids Project.

EXHIBIT K  
Agreed Generation

Agreed Generation shall be based on the following:



	Agreed Generation MWh	
Date Total	HLH 1,735,601	LLH 1,005,932
[Redacted]		

<sup>5</sup> As of the drafting of this agreement, available at <https://www.nwrfc.noaa.gov/rfc/>

# For Commission Review – 11/26/2024

Resolution No. XXXX

A RESOLUTION ADOPTING A BUDGET FOR THE YEAR 2025 AND CORRESPONDING  
FINANCIAL FORECAST

## Recitals

1. Pursuant to RCW 54.16.080 notice of filing, and date and place of hearing on the proposed budget for Grant PUD for the year 2025 was published for at least two consecutive weeks in a newspaper printed and of general circulation in Grant County;
2. The Preliminary Proposed Budget was approved by Commission Resolution No. 9061 on August 27th, 2024;
3. Two public information meetings on the proposed budget were held as follows:  

October 8, 2024 – 2:00 p.m. at GCPUD HQ, Ephrata, WA (also virtual via Microsoft Teams)  
October 8, 2024 – 6:00 p.m. at GCPUD HQ, Ephrata, WA (also virtual via Microsoft Teams)
4. Grant PUD considered public comments and letters relating to the proposed budget; and
5. The General Manager/CEO and Grant PUD staff are of the opinion that the revised budget and forecast, attached hereto as Exhibits A and B, are proper for Grant PUD for the year 2025 and recommend its adoption by the Commission.

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

Section 1: The budget, attached as Exhibit A, is hereby adopted by Grant PUD for the year 2025.

Section 2: The Financial Forecast, attached as Exhibit B, is hereby adopted to reflect Grant PUD’s financial planning parameters for the year 2025 and future years.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 10<sup>th</sup> day of December 2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**MEMORANDUM**

**November 26<sup>th</sup>, 2024**

**TO:** Board of Commissioners  
Rich Wallen, General Manager / CEO

**VIA:** Bonnie Overfield, CFO

**FROM:** Jennifer Sager, Accounting Controller *JS*

**SUBJECT:** Resolution for the Adoption of the 2025 Budget and Forecast

**PURPOSE:** To secure Commission approval for the adoption of the 2025 Budget and Forecast.

**DISCUSSION:** In accordance with RCW 54.16.080, the district filed the proposed 2025 Budget and Forecast on August 27, 2024, per Commission Resolution #9061. Legal notice of the budget filing and upcoming public hearings was published in the Columbia Basin Herald during the weeks of September 16 and 23, 2024. Public comment opened at the start of the first public hearing on October 8, held during the regularly scheduled Commission meeting. A second public hearing was also held on October 8 to provide an additional opportunity for ratepayer participation. The public comment period will be closed upon the adoption of the proposed 2025 budget.

Included in this packet for adoption are the following documents:

- Exhibit A: 2025 Proposed Budget
- Exhibit B: Financial Forecast and Metrics

**RECOMMENDATION:** Approve and adopt the proposed 2025 Budget and Forecast.

cc: Mitch Delabarre

## 2025 Proposed Budget-Exhibit A (\$ in thousands)

Budgeted Items	Budget 2024	Budget 2025
<b>Total O&amp;M</b>	\$ 201,879	\$ 236,487
<b>Taxes</b>	\$ 23,662	\$ 24,048
<b>Electric Capital</b>	\$ 101,017	\$ 179,964
<b>PRP Capital</b>	\$ 71,896	\$ 63,384
<b>Total Capital</b>	\$ 172,913	\$ 243,348
<b>Debt Service - (net of Rebates)</b>	\$ 68,022	\$ 73,146
<b>Total Expenditures</b>	\$ 466,476	\$ 577,028
<b>Expenditures offsets for deduction</b>		
<b>Contributions in Aid of Construction</b>	\$ (12,257)	\$ (16,550)
<b>Sales to Power Purchasers at Cost</b>	\$ (16,889)	\$ (19,125)
<b>Net Power (+ Expense, -Revenue)</b>	\$ (90,167)	\$ (229,133)
<b>Total Expenditures Offset</b>	\$ (119,312)	\$ (264,808)
<b>Total Budgeted Expenditures</b>	\$ 347,163	\$ 312,220

## Financial Forecast-Exhibit B (\$ in thousands)

	Budget 2024	Budget 2025
<b>CONSOLIDATED OPERATIONAL PERFORMANCE</b>		
Sales to Power Purchasers at Cost	\$ 16,889	\$ 19,125
Retail Energy Sales	\$ 313,316	\$ 324,494
Net Power (Net Wholesale + Other Power Revenue)	\$ 90,167	\$ 229,133
Fiber Optic Network Sales	\$ 13,522	\$ 13,793
Other Revenues	\$ 3,295	\$ 3,023
Operating Expenses	\$ (201,879)	\$ (236,487)
Taxes	\$ (23,662)	\$ (24,048)
<b>Net Operating Income (Loss) Before Depreciation</b>	<b>\$ 211,648</b>	<b>\$ 329,034</b>
Depreciation and amortization	\$ (89,397)	\$ (101,742)
<b>Net Operating Income (Loss)</b>	<b>\$ 122,250</b>	<b>\$ 227,292</b>
Interest, debt and other income	\$ (15,875)	\$ (6,027)
CIAC	\$ 12,257	\$ 16,550
<b>Change in Net Position</b>	<b>\$ 118,632</b>	<b>\$ 237,815</b>

<b>Combined Financial Metrics (\$ in thousands)</b>		
	<b>Budget 2024</b>	<b>Budget 2025</b>
<b>Change in Net Position</b>	<b>\$ 118,632</b>	<b>\$ 237,815</b>
<b>Liquidity</b>		
Elect System Liquidity (Rev + R&C)	<b>\$ 172,095</b>	<b>\$ 397,594</b>
Days Cash On Hand	<b>348</b>	<b>474</b>
<b>Leverage</b>		
Consolidated DSC	<b>3.17</b>	<b>4.76</b>
Consolidated Debt/Plant Ratio	<b>43%</b>	<b>38%</b>
<b>Profitability</b>		
Consolidated Return on Net Assets	<b>4.7%</b>	<b>8.8%</b>
Retail Operating Ratio	<b>104%</b>	<b>110%</b>

## Compare Public Hearing vs Final Budget- Delta

### Exhibit A - \$ in thousands

Budgeted Items	Public Hearing Budget 2025	Final Budget 2025	\$ Delta	% Delta	Change	Impact
Total O&M	\$ 236,487	\$ 236,487	\$ -	0%	→	No change
Taxes	\$ 24,048	\$ 24,048	\$ -	0%	→	No change
Electric Capital	\$ 189,664	\$ 179,964	\$ (9,700)	-5%	↑	PWG annual allocation meeting results included a reduction in forecasted capital spend for 2025
PRP Capital	\$ 63,384	\$ 63,384	\$ -	0%	→	
Total Capital	\$ 253,048	\$ 243,348	\$ (9,700)	-4%	↑	PWG annual allocation meeting results included a reduction in forecasted capital spend for 2025
Debt Service - (net of Rebates)	\$ 72,722	\$ 73,146	\$ 424	1%	→	Result of updating debt schedules to reflect refunding
<b>Total Expenditures</b>	<b>\$ 586,304</b>	<b>\$ 577,028</b>	<b>\$ (9,276)</b>	<b>-2%</b>		
<b>Expenditures offsets for deduction</b>						
Contributions in Aid of Construction	\$ (16,550)	\$ (16,550)	\$ -	0%	→	No change
Sales to Power Purchasers at Cost	\$ (19,125)	\$ (19,125)	\$ -	0%	→	No change
Net Power (+ Expense, -Revenue)	\$ (182,791)	\$ (229,133)	\$ (46,342)	25%	↑	Primary driver - Assumption for 10% slice impact to 2025 incorporated into the forecast
Total Expenditures Offset	\$ (218,466)	\$ (264,808)	\$ (46,342)	21%		
<b>Total Budgeted Expenditures</b>	<b>\$ 367,839</b>	<b>\$ 312,220</b>	<b>\$ (55,619)</b>	<b>-15%</b>		

### Exhibit B - \$ in thousands

CONSOLIDATED OPERATIONAL PERFORMANCE	Public Hearing Budget 2025	Final Budget 2025	\$ Delta	% Delta	Probable Change	Impact
Sales to Power Purchasers at Cost	\$ 19,125	\$ 19,125	\$ -	0%	→	No change
Retail Energy Sales	\$ 324,494	\$ 324,494	\$ -	0%	→	No change
Net Power (Net Wholesale + Other Power Revenue)	\$ 182,791	\$ 229,133	\$ 46,342	25%	↑	Assumption for 10% slice incorporated into 2025 forecast
Fiber Optic Network Sales	\$ 13,793	\$ 13,793	\$ -	0%	→	No change
Other Revenues	\$ 3,023	\$ 3,023	\$ -	0%	→	No change
Operating Expenses	\$ (236,487)	\$ (236,487)	\$ -	0%	→	No change
Taxes	\$ (24,048)	\$ (24,048)	\$ -	0%	→	No change
<b>Net Operating Income (Loss) Before Depreciation</b>	<b>\$ 282,691</b>	<b>\$ 329,034</b>	<b>\$ 46,343</b>	<b>16%</b>		
Depreciation and amortization	\$ (101,728)	\$ (101,742)	\$ (14)	0%	→	Flat
<b>Net Operating Income (Loss)</b>	<b>\$ 180,963</b>	<b>\$ 227,292</b>	<b>\$ 46,329</b>	<b>26%</b>		
Interest, debt and other income	\$ (5,263)	\$ (6,027)	\$ (764)	15%	↑	Result of updated debt schedule and changes to interest earnings - new debt schedules included increase in interest expense with a reduction to principal amounts to occur in years after 2025
CIAC	\$ 16,550	\$ 16,550	\$ -	0%	→	No change
<b>Change in Net Position</b>	<b>\$ 192,250</b>	<b>\$ 237,815</b>	<b>\$ 45,565</b>	<b>24%</b>		

### Combined Financial Results - \$ in thousands

Financial Metrics	Public Hearing Budget 2025	Final Budget 2025	\$ Delta	% Delta	Probable Change	Impact
<b>Change in Net Position</b>	\$ 192,250	\$ 237,815	\$ 45,565	24%	↑	Impact of changes identified above - primarily net wholesale
<b>Liquidity</b>						
Elect System Liquidity (Rev + R&C)	\$ 321,568	\$ 397,594	\$ 76,026	24%	↑	Impact of changes identified above - primarily net wholesale
Days Cash On Hand	368	474	106	29%	↑	Impact of changes identified above - primarily net wholesale
<b>Leverage</b>						
Consolidated DSC	4.09	4.76	0.7	16%	↑	Impact of changes identified above - net wholesale revenue increase and impacts of debt refunding
Consolidated Debt/Plant Ratio	38%	38%	-0.5%	-1%	→	Impact of change in capital asset forecast above
<b>Profitability</b>						
Consolidated Return on Net Assets	7.1%	8.8%	1.7%	24%	↑	Impact of changes identified above - net wholesale revenue increase and impacts of debt refunding
Retail Operating Ratio	109%	110%	1.0%	1%	→	Flat



# For Commission Review – 11/26/2024

RESOLUTION NO. XXXX

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 470-12480R, FOR  
ACOUSTIC TAGS – JUVENILE SALMON AND STEELHEAD

Recitals

1. Bids were publicly opened on November 12, 2024 for Contract 470-12480R, for Acoustic Tags – Juvenile Salmon and Steelhead;
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD’s staff;
  - Lotek Wireless, Inc. \$2,171,400.00
  - Advanced Telemetry Systems (ATS). \$2,206,050.00
3. The second low bid, submitted by Advanced Telemetry Systems is both commercially and technically compliant with Grant PUD’s contract requirements;
4. The bid is less than the Engineer’s Estimate of \$2,541,600.00; and
5. Grant PUD’s Senior Manager of Environmental Affairs and Manager of Fish and Wildlife concur with staff and recommend award to Advanced Telemetry Systems 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 470-12480R, for Acoustic Tags – Juvenile Salmon and Steelhead with Advanced Telemetry Systems of Isanti, Minnesota in the amount of \$2,206,050.00 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 10<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

## MEMORANDUM

November 14, 2024

**TO:** Richard Wallen, General Manager/CEO

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

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

**SUBJECT:** Award of Contract 470-12480R – Purchase of Three-Dimensional Acoustic Tags for Juvenile Salmonid Survival Evaluations for 2025-2027.

**Purpose:** To request Board of Commission approval to award Contract 470-12480R to Advanced Telemetry Systems (ATS) to supply Three-Dimensional Acoustic Tags (3-D acoustic tags) for a not to exceed Contract Price of \$2,206,050.00 plus sales tax.

**Discussion:** An advertisement for contract 470-12480 was placed on the Public Utility District No. 2 of Grant County Washington, (Grant PUD) ProcureWare site on September 17, 2024, with bid opening on October 2, 2024. Two entities submitted bids; Advanced Telemetry Systems (ATS) and Lotek. After reviewing both bids both were found to not be commercially compliant.

On October 24, 2024, an advertisement for 470-12480R was placed on the Grant PUD ProcureWare site with bid opening scheduled on November 12, 2024. Two (2) entities submitted bids, ATS and Lotek. The ATS bid was technically and commercially compliant per District staff review.

FWWQ and Procurement staff selected ATS as the vendor to supply the necessary 3-D acoustic tags for Grant PUD's required juvenile salmonid survival evaluations for the years 2025-2027. Cost for the 3-D acoustic tags for the three (3) year timeframe is \$2,206,050.00

**Justification:** Term and Condition 2.9.6 (Action 1.1) of the 2008 National Marine Fisheries Services (NMFS) Biological Opinion (BiOp) requires Grant PUD to achieve and maintain juvenile salmonid performance standards for fish species covered under the Endangered Species Act (ESA), which includes Upper Columbia River spring Chinook (UCR) and UCR summer steelhead. This same requirement is included in the Priest Rapids Salmon and Steelhead Settlement Agreement (SSSA) for non-ESA-listed species (sockeye and coho salmon). Survival studies evaluations for covered species (UCR spring chinook, YCR summer steelhead, sockeye and eventually coho) are required every 10 years per an approved Statement of Agreement 2018-01 among the Parties to the SSSA (2025-2027, 2035-2035, and 2045-2047) over the term of the FERC License for the Priest Rapids Project (Project No. 2114-116).

Grant PUD has been conducting 3-D acoustic tag studies since 2004 and as agreed upon by the Priest Rapids Coordinating Committee (PRCC) within the approved study plan for 2025-2027. The survival and behavior studies (2015-2027) are designed to provide relevant information and empirical evidence on survival rates and behavior of run-of-river juvenile steelhead, yearling Chinook, sockeye and coho as they migrate through the Priest Rapids Project.

**Financial Considerations:** The total not to exceed amount of this three-year Contract is \$2,206,050.00. This Contract will cover the years 2025, 2026 and 2027 and may include up to five (5) survival studies; by having one three-year contract to purchase the 3-D acoustic tags for the years 2025-2027, as opposed to three one-year contracts.

**Contract Specifics:** This contract was structured to meet current and anticipated acoustic tag needs over the next three (3) years. Upon award of the contract, Grant PUD is committed to purchase up to 3,850 acoustic tags for a two (2) species juvenile salmon evaluation in 2025 (yearling Chinook and juvenile steelhead), up to 3,850 acoustic tags in 2026 (juvenile sockeye and coho) with an option to purchase an additional 1,850 in 2027 if a single species retest is necessary.

**Recommendation:** Commission approval to award contract 470-12480R to ATS, to supply up to 3,850 acoustic tags for a two (2) species juvenile salmon evaluation in 2025 (yearling Chinook and juvenile steelhead), up to 3,850 acoustic tags in 2026 (juvenile sockeye and coho) with an option to purchase an additional 1,850 in 2027 if a single species retest is necessary for a not to exceed Contract Price of \$2,206,050.00, plus sales tax.

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

**From:** [Jeff Grizzel](#)  
**To:** [Shelli Tompkins](#); [Ross Hendrick](#); [Tom Dresser](#)  
**Subject:** Re: ACTION REQUIRED - SIGNATURES NEEDED FOR FINAL BOC MEMO - ACOSTIC TAGS Revised 11-13-24  
**Date:** Wednesday, November 13, 2024 12:49:36 PM

---

This looks good Shelli.

Jeff

---

**From:** Shelli Tompkins <[stompkins@gcpud.org](mailto:stompkins@gcpud.org)>  
**Sent:** Wednesday, November 13, 2024 12:42 PM  
**To:** Jeff Grizzel <[jgrizzel@gcpud.org](mailto:jgrizzel@gcpud.org)>; Ross Hendrick <[Rhendr1@gcpud.org](mailto:Rhendr1@gcpud.org)>; Tom Dresser <[TDresse@gcpud.org](mailto:TDresse@gcpud.org)>  
**Subject:** RE: ACTION REQUIRED - SIGNATURES NEEDED FOR FINAL BOC MEMO - ACOSTIC TAGS Revised 11-13-24

Jeff,

It should read this, "**Financial Considerations:** The total not to exceed amount of this three-year Contract is \$2,206,050.00. This Contract will cover the years 2025, 2026 and 2027 and may include up to five (5) survival studies; by having one three-year contract to purchase the 3-D acoustic tags for the years 2025-2027, as opposed to three one-year contracts."

Or do you prefer it completely be revised?

**Shelli Tompkins**

*Procurement Officer*

OFFICE 509.906.6983

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

---

**From:** Jeff Grizzel <[jgrizzel@gcpud.org](mailto:jgrizzel@gcpud.org)>  
**Sent:** Wednesday, November 13, 2024 12:35 PM  
**To:** Shelli Tompkins <[stompkins@gcpud.org](mailto:stompkins@gcpud.org)>; Ross Hendrick <[Rhendr1@gcpud.org](mailto:Rhendr1@gcpud.org)>; Tom Dresser <[TDresse@gcpud.org](mailto:TDresse@gcpud.org)>  
**Subject:** Re: ACTION REQUIRED - SIGNATURES NEEDED FOR FINAL BOC MEMO - ACOSTIC TAGS Revised 11-13-24

Shelli/Ross/Tom - the following sentence in the Financial Considerations section seems to be incomplete:

By having one three-year contract to purchase the 3-D acoustic tags for the years 2025-2027, as opposed to three one-year contracts.

Could someone fix this? Once that's done, I'm good with the memo.

Jeff

---

**From:** Shelli Tompkins <[stompkins@gcpud.org](mailto:stompkins@gcpud.org)>  
**Sent:** Wednesday, November 13, 2024 8:00 AM  
**To:** Ross Hendrick <[Rhendr1@gcpud.org](mailto:Rhendr1@gcpud.org)>; Tom Dresser <[TDresse@gcpud.org](mailto:TDresse@gcpud.org)>; Jeff Grizzel <[jgrizzel@gcpud.org](mailto:jgrizzel@gcpud.org)>  
**Subject:** RE: ACTION REQUIRED - SIGNATURES NEEDED FOR FINAL BOC MEMO - ACOSTIC TAGS Revised 11-13-24

If you would all like to email your response to this email, I will know you have seen the latest MEMO.

Attached is the Draft Memo with a small correction to the Contract number (470-12480R).

**Shelli Tompkins**

*Procurement Officer*

OFFICE 509.906.6983

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

---

**From:** Ross Hendrick <[Rhendr1@gcpud.org](mailto:Rhendr1@gcpud.org)>  
**Sent:** Tuesday, November 12, 2024 4:08 PM  
**To:** Tom Dresser <[TDresse@gcpud.org](mailto:TDresse@gcpud.org)>; Jeff Grizzel <[jgrizzel@gcpud.org](mailto:jgrizzel@gcpud.org)>  
**Cc:** Shelli Tompkins <[stompkins@gcpud.org](mailto:stompkins@gcpud.org)>  
**Subject:** FW: ACTION REQUIRED - SIGNATURES NEEDED FOR FINAL BOC MEMO - ACOSTIC TAGS  
**Importance:** High

Tom, I approve of this memo moving forward to the Commission Packet. Per discussion with Shelli, instead of signatures, we each simply need to approve the memo via this email chain and Shelli will take from there (PDF, uploading to Commission Packet, etc.).

So, @Tom Dresser and @Jeff Grizzel please review and approve the attached memo by responding to all, ideally by noon tomorrow.

Thanks!

RH

---

**From:** Tom Dresser <TDresse@gcpud.org>  
**Sent:** Tuesday, November 12, 2024 1:31 PM  
**To:** Ross Hendrick <Rhendr1@gcpud.org>  
**Cc:** Shelli Tompkins <stompkins@gcpud.org>; Rolland O'Connor <Roconnor@gcpud.org>  
**Subject:** ACTION REQUIRED - SIGNATURES NEEDED FOR FINAL BOC MEMO - ACOSTIC TAGS

<b>Action Required:</b>	signatures needed for final BOC Memo for Tags Purchases	
<b>By When:</b>	Date: 11/13/2024	Time: Close of business
<b>Critical Info:</b>		
<b>Detailed Info (if needed):</b>	Ross - This final memo includes the edits suggested by Jeff and is ready for final signatures. Can you please sign for me, yourself and get Jeff's initials. The goal is to make the Nov 14 commssion packet with review on Nov 26 and approval on Dec 10th. I have no access to adobe at this time.	

**From:** [Tom Dresser](#)  
**To:** [Ross Hendrick](#); [Shelli Tompkins](#); [Jeff Grizzel](#)  
**Subject:** Re: ACTION REQUIRED - SIGNATURES NEEDED FOR FINAL BOC MEMO - ACOSTIC TAGS Revised 11-13-24  
**Date:** Wednesday, November 13, 2024 9:50:41 AM

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I approve as well.

---

**From:** Ross Hendrick <[Rhendr1@gcpud.org](mailto:Rhendr1@gcpud.org)>  
**Sent:** Wednesday, November 13, 2024 8:03 AM  
**To:** Shelli Tompkins <[stompkins@gcpud.org](mailto:stompkins@gcpud.org)>; Tom Dresser <[TDresse@gcpud.org](mailto:TDresse@gcpud.org)>; Jeff Grizzel <[Jgrizzel@gcpud.org](mailto:Jgrizzel@gcpud.org)>  
**Subject:** RE: ACTION REQUIRED - SIGNATURES NEEDED FOR FINAL BOC MEMO - ACOSTIC TAGS Revised 11-13-24

Approved

---

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**Sent:** Wednesday, November 13, 2024 8:00 AM  
**To:** Ross Hendrick <[Rhendr1@gcpud.org](mailto:Rhendr1@gcpud.org)>; Tom Dresser <[TDresse@gcpud.org](mailto:TDresse@gcpud.org)>; Jeff Grizzel <[Jgrizzel@gcpud.org](mailto:Jgrizzel@gcpud.org)>  
**Subject:** RE: ACTION REQUIRED - SIGNATURES NEEDED FOR FINAL BOC MEMO - ACOSTIC TAGS Revised 11-13-24

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Attached is the Draft Memo with a small correction to the Contract number (470-12480R).

### Shelli Tompkins

*Procurement Officer*

OFFICE 509.906.6983  
EMAIL [stompkins@gcpud.org](mailto:stompkins@gcpud.org)

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**Cc:** Shelli Tompkins <[stompkins@gcpud.org](mailto:stompkins@gcpud.org)>  
**Subject:** FW: ACTION REQUIRED - SIGNATURES NEEDED FOR FINAL BOC MEMO - ACOSTIC TAGS  
**Importance:** High

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<b>Action Required:</b>	signatures needed for final BOC Memo for Tags Purchases	
<b>By When:</b>	Date: 11/13/2024	Time: Close of business
<b>Critical Info:</b>		
<b>Detailed Info (if needed):</b>	Ross - This final memo includes the edits suggested by Jeff and is ready for final signatures. Can you please sign for me, yourself and get Jeff's initials. The goal is to make the Nov 14 commission packet with review on Nov 26 and approval on Dec 10th. I have no access to adobe at this time.	

Contract Documents 470-12480R

Acoustic Tags - Juvenile Salmon and Steelhead

for

Public Utility District No. 2  
of Grant County, Washington

Bid Due Date: November 12, 2024 10:30 A.M.

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## INSTRUCTIONS TO BIDDERS

### 1. SUBMISSION OF BID

Sealed Bids shall be received by Public Utility District No. 2 of Grant County, Washington at the District's contracting offices at 154 A Street SE Building E, Ephrata, Washington **no later than 10:30 a.m. on November 12, 2024** for Acoustic Tags - Juvenile Salmon and Steelhead as specified in Contract Documents 470-12480R. Bids received after that time shall be rejected as non-responsive. **Bid opening shall follow the Bid submittal deadline via Microsoft Teams video conference. The video conference will be the only manner by which the public can participate in the Bid opening. To participate in the Bid opening, please join the Teams meeting below:**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 211 524 869 856

Passcode: GNEwKX

---

**Dial in by phone**

[+1 509-703-5291,,517662774#](#) United States, Spokane

[Find a local number](#)

Phone conference ID: 517 662 774#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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

Shelli Tompkins, Procurement Officer  
Public Utility District No. 2  
of Grant County, Washington  
154 A Street SE Building E  
Ephrata, Washington 98823

Phone: (509) 906-6983

E-mail: [Stompkins@gcpud.org](mailto:Stompkins@gcpud.org)

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

Contract Documents: 470-12480R

Bid for: Acoustic Tags - Juvenile Salmon and Steelhead

Bid Due Date: November 12, 2024 10:30 A.M.

Bid Opening Date: November 12, 2024 11:00 A.M.

Each Bid submitted shall constitute an offer to the District and shall be irrevocable for a period of 30 days following Bid opening. Contract Award, if any, shall be made within 30 days from the date of Bid opening.

### 2. COMPLIANCE WITH BID DOCUMENTS/BIDDER'S EXCEPTIONS

Bids shall be submitted on the Bid Form (see Exhibit "A") provided with the Contract Documents. All Bid proposals must be quoted in U.S. dollars. Any submittals or data which may be required

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

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

3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS

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

4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS

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

5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID

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

6. BID DELIVERY RESPONSIBILITY

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

7. BID EVALUATION

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

- A. Total Bid Price.
- B. Bidder's Data (See Instruction No. 8 which follows). NOTE: Any Bid which does not contain all Bidder's Data indicated in Section 8 as "required", if any, shall be rejected.
- C. All elements or factors which will affect the final cost to or benefits to be derived by the District which may include, but not be limited to:
  - 1. The ability, capacity, and experience of the Bidder to perform the Contract or provide the material/equipment required;
  - 2. Whether the Bidder can deliver the required material/equipment within the time specified; and
  - 3. The quality of the Bidder's performance on previous contracts.

8. BIDDER'S DATA

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

- A. The Bidder shall have had a minimum of three years' experience in the successful delivering, servicing and maintenance of the type of equipment/material specified by these Contract Documents prior to submission of its Bid. Bidder shall provide a representative user's list with addresses, phone contacts, and material delivery dates to document the experience requirement.
- B. Manufacturer, model and place of manufacture.
- C. Bidder shall provide documentation of the manufacturer's standard warranty, if applicable, in accordance with Section GC-9.

9. BID BOND

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

of the bond, in writing, prior to destruction. The Bidder's failure to submit its Bid Bond on the form attached to the Contract Documents, or a certified or cashier's check in accordance with this section shall result in rejection of the Bid.

10. WAIVE MINOR ERRORS

The District reserves the right to waive minor errors or irregularities in any Bid if it appears to the District that such errors or irregularities in any Bid were made through inadvertence and are not material. Any errors or irregularities so waived must be corrected on the Bid on which they occur prior to the execution of any Contract Form which may be awarded thereon. No Bidder may withdraw their Bid after the hour set for the opening thereof, unless and until Contract Award has been delayed for a period exceeding 30 days after the date of Bid opening.

11. DISTRICT'S RIGHT TO REJECT BIDS

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

12. REFUSAL TO EXECUTE CONTRACT

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

13. PAYMENT AND PERFORMANCE BOND

To assure compliance with the terms of the Contract, the Contractor shall furnish a Payment and Performance Bond in an amount equal to 25% of the amount of the Contract Price, excluding Washington State Sales Tax, with surety or sureties who are acceptable to the District. This Payment and Performance Bond shall remain in force for a period of 365 days after final payment. Thirty days following this expiration, the original Payment and Performance Bond shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. The Payment and Performance Bond must be on the form provided with these Contract Documents as Exhibit "D". The cost of the Payment and Performance Bond shall be included in the Total Bid Price.

14. PUBLIC RECORDS ACT

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

15. CONTRACT DOCUMENTS

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

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

16. **BIDDER QUESTIONS OR CLARIFICATIONS**

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

## GENERAL CONDITIONS

### GC-1. FORM OF CONTRACT

The form of the Contract shall be lump sum type.

### GC-2. DEFINITIONS

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

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

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

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

“BID ITEM PRICE” - The price of each Bid Item.

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

“CONTRACT AWARD” - Contract Award is defined as the date the successful Bidder is first notified in writing that the District has accepted the Contractor's Bid. Contract Award, if any, shall be made within 30 days after the date of Bid opening.

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

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

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

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

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

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

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

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

GC-3. SUSPENSION OF CONTRACT OTHER THAN FOR DEFAULT

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

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



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

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

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

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

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

##### A. Acts of Default

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

##### B. Consequences of Default

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

##### C. Noncompliance

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

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

GC-5. ASSIGNMENT

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

GC-6. INDEMNITY

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

GC-7. LAWS, REGULATIONS, PERMITS

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

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

GC-8. DAMAGES

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

GC-9. WARRANTY

The Contractor agrees that all materials and equipment furnished pursuant to the Contract shall be free from all inherent defects in design, workmanship and material and shall give proper and continuous service under all conditions of service required and specified or which may be reasonably inferred from the Contract Documents. The Contractor shall immediately upon receiving notice from the District repair or replace any materials or equipment which, under normal and proper use, prove defective within one year from the date of delivery to the District. In lieu of this warranty, the Contractor may submit with their Bid a manufacturer's standard warranty that equals or exceeds the warranty above.

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

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

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

GC-10. CHANGES IN WORK

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

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

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

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

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

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

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

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

#### GC-11. PAYMENT

The Contractor may submit an invoice for payment following delivery of the specified equipment/material, which conforms to the Contract Documents, and satisfactory completion of any required work. The invoice shall itemize the delivered material and completed work, if applicable, by reference to the particular Bid Item as shown on the Bid Form. Payment shall be made in accordance with the prices specified on the Bid Form. The invoice shall be submitted for District verification and approval. Payment will be made to the Contractor within 30 days after the District has inspected the equipment/material and has determined that it is in conformance with the Contract Documents. Contractor understands and agrees that by executing this Contract with the District, the District shall make payment(s) by automated clearing house (ACH). If accepted by the Contractor on the Bid Form and the District issues payment within 10 days, the payment due shall be reduced by 2%.

Invoices shall include the Contract number 470-12480R and be addressed as follows:

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

#### GC-12. PAYMENTS WITHHELD

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

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

- F. Contractor's failure to meet any performance warranties required by the Contract Documents.

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

#### GC-13. INSPECTION

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

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

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

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

#### GC-15. TAXES

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

#### GC-16. NON-WAIVER

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

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

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

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

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

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

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

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

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

Rolland O'Connor  
Public Utility District No. 2  
of Grant County, Washington  
PO Box 878  
Ephrata, WA 98823  
(509) 754-5088 Ext. 2976  
Roconnor@gcpud.org

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

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

- A. Take all precautions which are necessary to prevent injury to persons and damage to any property or the environment in connection with such activities;
- B. Release, defend, indemnify and hold harmless the District and its officers, agents, and employees from all claims, losses, harm, liabilities, damages, costs and expenses, including but not limited to reasonable attorney's fees that may arise in connection with such activities; and

Maintain in effect at all times during performance of such activities Commercial General Liability insurance (including blanket contractual) with limits not less than \$1,000,000 per occurrence; automobile liability for all vehicles used under the contract for bodily injury, and property damage with limits not less than \$1,000,000 per accident; statutory workers' compensation; and employer's liability with limits not less than \$1,000,000. Without limiting the generality of the foregoing, Contractor assumes potential liability for acts brought by Contractor's employees, Subcontractors, or suppliers of any tier.



## SPECIFIC REQUIREMENTS

### SR-1. SCOPE OF SUPPLY

The Contractor shall supply Juvenile Salmon Acoustic Telemetry System (JSATS) Tags and two Micro Sonic Pingers manufactured in accordance with these Contract Documents.

### SR-2. DELIVERY

The Contractor shall not commence any work under this Contract until after all of the following: (1) receipt of notification of Contract Award; (2) full execution of the Contract Form; (3) providing the required Payment and Performance Bond; and (4) receipt of the District issued purchase order.

Delivery of the Juvenile Salmon Acoustic Telemetry System (JSATS) Tags and two Micro Sonic Pingers shall be **no later than March 20, of each Study year (2025, 2026, 2027)** Delivery shall be F.O.B. the District's Wanapum Warehouse. This shall mean that the Contractor will pay the cost of transportation to have the Juvenile Salmon Acoustic Telemetry System (JSATS) Tags and two Micro Sonic Pingers delivered "free on board" to the District's Wanapum Warehouse located at 14352 Highway 243 S. Building 5A, Beverly, , Washington. It also shall mean that the title and risk of loss do not pass until the Juvenile Salmon Acoustic Telemetry System (JSATS) Tags and two Micro Sonic Pingers has been inspected and moved from the conveyance.

### SR-3. SHIPPING AND NOTIFICATION INSTRUCTIONS

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

Advance notification of shipment of the equipment/material is required. Contractor shall notify the District's Warehouse Foreman, Rod O'Connor at (509) 899-5834, or Shawn McCarrell (509) 793-4384, and Warehouse Foreman, Karen Muss (509) 754-5088 Ext 2574, 48 hours prior to delivery of shipment. Failure by the Contractor to provide the advance notification specified herein may result in delays in unloading and receipt. The costs of all such delays shall be charged to the Contractor's account.

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

## TECHNICAL SPECIFICATIONS

### TS-1. GENERAL

Micro Sonic Pingers are required to be compatible and shall be able to communicate with the JSATS tags.

### TS-2. PROGRAMMABLE FEATURES

JSATS tags shall be programmable to a two - five second interval ping-rate, with a tag-life (battery life) of 40 days minimum.

### TS-3. SIZE/WEIGHT

JSATS tags shall be equal or less than 15.0 x 3.4mm. Weight shall be equal or less than 250 milligrams (mg).

### TS-4. PRODUCT EXAMPLE

A separate document will be posted in ProcureWare reflecting an example of the desired JSATS Pin Tag.

**EXHIBIT “A” - BID FORM**

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

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

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

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

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

The Total Bid Price (calculated total of Bid Item Prices 1 through 6) shall be used in the Bid Evaluation. A price must be placed on each blank or the Bid shall not be considered. In case of an error in addition, the correct total of the Bid Item Prices shall prevail.

Bid Item No.	Description by Year of Study	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
1	Juvenile Salmon Acoustic Telemetry System Tags (JSATS Tags) – Year 2025	Each	3,850	\$	\$
2	Micro Sonic Pingers – Year 2025	Each	2	\$	\$
3	Juvenile Salmon Acoustic Telemetry System Tags (JSATS Tags) – Year 2026	Each	3,850	\$	\$
4	Micro Sonic Pingers – Year 2026	Each	2	\$	\$
5	Juvenile Salmon Acoustic Telemetry System Tags (JSATS Tags) – Year 2027	Each	3,850	\$	\$
6	Micro Sonic Pingers – Year 2027	Each	2	\$	\$
<b>TOTAL BID PRICE</b>					<b>\$</b>

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

The above quantities are estimated quantities for Years 2025, 2026 and 2027. Actual quantities will depend on previous years Study results. Payment shall be made by Bid Item based on the actual quantity of the Bid Items completed satisfactorily, up to the amount of the Contract Price

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

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

Bidder shall deliver all materials/equipment by March 20<sup>th</sup>, of each Study year, (2025, 2026, 2027) and in accordance with Section SR-2. Yes \_\_\_ No \_\_\_

Bidder (full legal name):	
Street Address:	
Mailing Address:	
City, State, and Zip Code:	
Phone:	
Email:	
<p>The District uses DocuSign to sign the final Contract Form following Contract Award. Please provide the following information for the person who will be signing the final Contract Form in the event you are the successful Bidder.</p> <p>Name: _____ Title: _____ Email: _____</p>	
Washington State Unified Business Identifier (UBI) No.	
Washington State Sales Tax ID Number	

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

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

Addendum Nos. (list all) \_\_\_\_\_ have been received and have been considered in preparing this Bid.

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

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

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

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

**EXHIBIT "B" - BID BOND**

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

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

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

PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

**EXHIBIT "C" - CONTRACT FORM**

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

**WITNESSETH:**

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

1. **SCOPE OF WORK** - The Contractor agrees to furnish Juvenile Salmon Acoustic Telemetry System (JSATS) Tags and two Micro Sonic Pingers manufactured in accordance with these Contract Documents in the manner and form provided by the Contract Documents 470-12480R made a part hereof, entitled Acoustic Tags - Juvenile Salmon and Steelhead.
2. **DELIVERY** - The Contractor shall deliver the equipment/materials, F.O.B. the District's Warehouse. The Contractor shall deliver the equipment/materials on or before the dates specified in these Contract Documents; failure to do so may result in damage to the District.
3. **PAYMENT** - The District agrees to pay the Contractor for the equipment/materials to be provided the not to exceed sum of \$ \_\_\_\_\_, subject to the Prompt Payment Discount provision (see Section GC-2), plus applicable Washington State Sales Tax in accordance with the Contract Documents.
4. **PAYMENT AND PERFORMANCE BOND** - The Contractor shall furnish in favor of the District, a Payment and Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Payment and Performance Bond has been tendered.

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

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

"PRINCIPAL"

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

\_\_\_\_\_  
Signature

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

"SURETY"

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

\_\_\_\_\_  
Signature

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

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

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

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

**EXHIBIT "E" - CHANGE ORDER**

NO. \_\_

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

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

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

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

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

Name of Authorized Signature  
Title

Name of Authorized Signature  
Title

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

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

**EXHIBIT "F" – DISTRICT INSTRUCTIONS**

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

Contract No.:	470-12480R	Drawing No. (if applicable):	
Project Name:			

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

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

INSTRUCTION:

Sample Only

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

RECEIPT ACKNOWLEDGED AND INSTRUCTION ACCEPTED:

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

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

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

Name of Authorized Signature  
Title

Name of Authorized Signature  
Title

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

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

## COMMERCIAL EVALUATION

<b>Contract No.:</b>	470-12480R	<b>Contract Title:</b>	Acoustic Tags – Juvenile Salmon and Steelhead
----------------------	------------	------------------------	---

<b>Bid Opening Date</b>		November 12, 2024		11:00 AM
<b>Total No. of Bidders:</b>		2		
<b>Was prequalification required for bidding?</b>		No		
<b>No. of potential Bidders who obtained the Bid documents:</b>		14		
<b>Was this Bid advertised in the newspaper?</b>	Yes	<b>If yes, where?</b>	Columbia Basin Herald	
<b>Addenda issued?</b>	No	<b>If yes, how many</b>	0	

**Additional Information**

Legal Advertisement October 30, 2024
--------------------------------------

<b>Cost Estimate:</b>	<b>\$ 2,541,600.00</b>
-----------------------	------------------------

**Bidders**

<b>Name of Bidder:</b>	Lotek Wireless		
<b>Total Bid Price:</b>	\$2,171,400.00	<b>Bid Security:</b>	Did not provide
<b>Signature Certification:</b>	Yes	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	N/A	<b>Bidder's Data Provided:</b>	No
<b>Commercially Compliant?</b>	No (see below)	<b>Technically Compliant?</b>	No (see add'l information)

**Additional Information:**

Bidder did not include Bid Bond. Took exception due to Surety would not provide Bid Bond without clearly defined and agreed upon performance criteria. A bid Bond was not included as they cannot guarantee a Payment & Performance Bond. Performance criteria must be agreed upon in writing as found in Lotek's standard warranty agreement before a Surety company can proceed with an evaluation and Lotek can agree to a contract.
---

<b>Name of Bidder:</b>	Advanced Telemetry Systems		
<b>Total Bid Price:</b>	\$2,206,050.00	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	Yes	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	N/A	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Yes

**Additional Information:**

Note – bidder listed 18 on Bidder's Form under Addendum Nos. However, no Addendums were issued for this Bid. Vendor confirmed it was an error.
--

# For Commission Review – 11/26/2024

## RESOLUTION NO. XXXX

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 430-12422, FOR CARLTON ACCLIMATION FACILITY – NEW WELLS PAHSE 2

### Recitals

1. Bids were publicly opened on October 31, 2024 for Contract 430-12422, for Carlton Acclimation Facility – New Wells Phase 2;
2. Bid proposals were received from the following contractors and evaluated by Grant PUD’s staff;
  - BOSS Construction, Inc.
3. The low bid, submitted by BOSS Construction, Inc. is both commercially and technically compliant with Grant PUD’s contract requirements;
4. The bid is less than the Engineer’s Estimate of \$1,782,000.00 plus 15%; and
5. Grant PUD’s Senior Manager of Environmental Affairs concurs with staff and recommends award to BOSS Constructions, Inc. as the lowest responsible and best bid based on Grant PUD’s plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager is authorized to enter into a contract, Contract 430-12422, for Carlton Acclimation Facility – New Wells Phase 2 with BOSS Construction, Inc. of Bellingham, WA in the amount of \$1,977,200.00 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 10<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**MEMORANDUM**

**November 13, 2024**

**TO:** Rich Wallen, General Manager

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

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

**SUBJECT:** New Contract – Carlton Acclimation Facility – New Wells Phase 2 (430-12422)

**Purpose:** To request Commission approval to award contract 430-12422 Carlton Acclimation Facility – New Wells Phase 2 to Boss Construction in the amount of \$1,977,200.

**Background:** The Public Utility District No. 2 of Grant County, Washington (District) entered into the Priest Rapids Salmon and Steelhead Settlement Agreement (Agreement) 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.

The Methow summer Chinook program is a specific requirement under Part 10.4 (Summer Chinook Artificial Program) of the Agreement and FERC License Order. The District is required to achieve No-Net-Impact for this species, which is achieved by rearing Methow summer Chinook at the Carlton Acclimation Facility (Carlton AF). The Carlton AF New Wells Phase 2 project will connect the new production well drilled at the Carlton AF in 2023, which was drilled to support District objectives to reduce risk by ensuring fish health and survival are protected in case the primary well fails (see additional information below).

Since operations began in 2014, two water issues have developed at the facility related to water quality and quantity. First, Carlton AF has experienced elevated disease loading and mortality due to the high pathogen load found in the Methow River, the water source for the surface water intake. To reduce disease and mortality in the facility, the District followed fish health recommendations and has adjusted operations so that groundwater is now the primary water source October-February. In February, the facility transitions to using surface water to complete final acclimation and rearing before fish are released in April. Using groundwater through the fall and early winter is a standard practice for other hatcheries located in the Methow River and was conditionally approved by the PRCC-Hatchery Subcommittee (Hatchery SC).

The second issue developing at Carlton AF is related to the availability of water to the surface water intake. The Methow River is moving away from the Carlton AF surface water intake screen and the facility is experiencing incidences where water is not available in high enough quantities to operate the river intake. So far these have been restricted to extreme cold periods that have caused the channel that feeds water into the intake pool to freeze, thus blocking water from flowing into the pool, however, the main river flow continues to move away from the surface water intake, and, without intervention, the intake is expected to fail at some time in the future. The development of a secondary production well was the most cost-effective option to ensure water of sufficient quality and quantity is available to maintain fish health throughout the fish rearing and acclimation process; this current contract will provide the

required infrastructure (e.g. piping, pumps, electrical, flow meters, instrumentation, alarms, etc.) to connect the secondary production well to the facility.

In addition, a domestic well was drilled to support a safety shower/eyewash system, restroom, and facility non-fish production water needs. This project includes materials and labor necessary to connect the two wells into the Carlton AF; this current contract will also provide the required infrastructure (e.g., piping, pumps, electrical, flow meters, instrumentation, alarms, etc.) to connect the domestic well to the facility

Work is planned to occur from May 2025 to September 2025 with the caveat that the Contractor must ensure the facility is available for uninterrupted fish rearing operations during the 2025-2026 fish season (Sept-April) and for the start of the 2026-2027 fish season. The contractor would be allowed to begin work as early as January 2025 (or notice to proceed) if the work has been approved by the District representative upon assessment it will not interfere with facility operations.

This project is necessary to address the fact that only a single production well is currently available for use at the Carlton Acclimation facility which is currently operated for up to 5 months on well water. A backup well is necessary to protect fish health and survival in case of a primary well failure. Installation of the domestic well is needed because when the current well is used for fish production, it is not available for domestic use purposes, including operation of the safety eyewash/shower stations.

The project had a single bidder, BOSS Construction, Inc. A comprehensive commercial and technical review of the bid has been completed, and the bidder meets criteria.

The Engineer's estimate and bids received are summarized below:

<b>Bidders</b>	<b>Bids/Costs</b>
Opinion of Probable Cost (Engineer Estimate)	\$1,782,000.00
BOSS Construction, Inc.	\$1,977,200.00

**Justification:** Carlton Acclimation Facility is used to overwinter acclimate and rear the District's Methow River Summer Chinook Mitigation Program as required under the District's FERC License (Project No. 2114-116) and Agreement obligations.

Under the original Carlton AF design, the original production well was installed as a backup water source in case of a surface water intake and/or associated infrastructure failure. Currently, Carlton AF uses the original production well as the primary water source for 5 of 7 months to address elevated disease loading and mortality resulting from high Methow River pathogen loads and to address the shift of the river channel away from the surface water intake. This change in operational protocol at Carlton AF has led to facility reliance on a single well to ensure fish health and survival for most of the acclimation season. The reliance on a single well to operate the facility is extremely high risk and could lead to the District failing to meet its Methow River summer Chinook compliance requirements should the primary well fail. A backup well is necessary to protect fish health and survival in case of a primary well failure. Additionally, a domestic well was installed to support the safety shower/eyewash system, restroom, and other facility domestic water needs. This contract will provide the required infrastructure (e.g., piping, pumps, electrical, flow meters, instrumentation, alarms, etc.) to connect the two wells to the Carlton AF.

**Financial Considerations:**

The development of a secondary production well was previously determined to be the most cost-effective option to address both water quality and quantity issues at the facility, along with a domestic well to support a safety shower/eyewash system, restroom, and facility non-fish production water needs. These must have the required infrastructure (e.g., piping, pumps, electrical, flow meters, instrumentation, alarms, etc.) to connect the two wells to the Carlton AF.

The project is budgeted under capital IN196-Carlton Acclimation Facility Wells and Project No. 103540.

The Opinion of Probable Cost (Engineer Estimate) was based upon similar construction projects, material, equipment, and labor prices.

**Contract Specifics:**

The experience and submission requirements were established to demonstrate compliance with the requirements in the technical specification.

The contract has been divided into 2 Milestones. The milestones were developed to limit work to the fish rearing off-season and require all work to be completed such that the facility will be fully operational by the anticipated dates in which fish will be transferred into the facility in both 2025 and 2026. Milestone No. 1 is structured to complete installation of the infrastructure internal to the facility during the first construction season (2025), and Milestone No. 2 covers all remaining work to connect the wells to the facilities infrastructure and allow full operation of the facility with both the domestic and production wells.

Payment will be executed on a task or monthly basis according to the Contractor's schedule of values, subject to performance bonds and liquidated damages.

**Recommendation:** Commission approval to award Contract 430-12422 Carlton Acclimation Facility – New Wells Phase 2 to BOSS Construction, Inc. in the amount of \$1,977,200.

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



**From:** [Ross Hendrick](#)  
**To:** [Rebecca Diaz](#)  
**Cc:** [Deanne Pavlik-Kunkel](#); [Tom Dresser](#)  
**Subject:** FW: ACTION REQUIRED - CARLTON BOC MEMO READY FOR REVIEW - URGENT  
**Date:** Wednesday, November 13, 2024 1:54:14 PM  
**Attachments:** [Outlook-c3rds2pb.png](#)  
[C430-12422 Commission Memo CAF Wells Proj 11\\_05\\_2024 FINAL.pdf](#)

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Good afternoon, please see attached final memo for the Carlton Well Phase 2 contract with my initials and also Jeff's approval below. Thanks!

RH

---

**From:** Jeff Grizzel <[jgrizzel@gcpud.org](mailto:jgrizzel@gcpud.org)>  
**Sent:** Wednesday, November 13, 2024 1:25 PM  
**To:** Ross Hendrick <[Rhendr1@gcpud.org](mailto:Rhendr1@gcpud.org)>  
**Subject:** Re: ACTION REQUIRED - CARLTON BOC MEMO READY FOR REVIEW - URGENT

Approved Ross.

Jeff

---

**From:** Ross Hendrick <[Rhendr1@gcpud.org](mailto:Rhendr1@gcpud.org)>  
**Sent:** Wednesday, November 13, 2024 1:07 PM  
**To:** Jeff Grizzel <[jgrizzel@gcpud.org](mailto:jgrizzel@gcpud.org)>  
**Subject:** FW: ACTION REQUIRED - CARLTON BOC MEMO READY FOR REVIEW - URGENT

Jeff, please see attached for approval (it is the same version I sent you via Chat yesterday). Thanks!.

RH

---

**From:** Tom Dresser <[TDresse@gcpud.org](mailto:TDresse@gcpud.org)>  
**Sent:** Tuesday, November 12, 2024 12:56 PM  
**To:** Ross Hendrick <[Rhendr1@gcpud.org](mailto:Rhendr1@gcpud.org)>  
**Cc:** Deanne Pavlik-Kunkel <[Dpavlikkunkel@gcpud.org](mailto:Dpavlikkunkel@gcpud.org)>  
**Subject:** ACTION REQUIRED - CARLTON BOC MEMO READY FOR REVIEW - URGENT

 [C430-12422 Commission Memo CAF Wells Proj 11\\_05\\_2024 DRAFT.docx](#)

<b>Action Required:</b>	Carlton BOC Memo - Review needed - try to make 11/14/2024 BOC packet deadline	
<b>By When:</b>	Date: 11/13/2024	Time: noon
<b>Critical Info:</b>		
<b>Detailed Info (if needed):</b>	Ross - This memo fell through the cracks and needs review by you and Jeff so Deanne can try and make packet by Nov 14th.	

Contract Documents 430-12422  
Carlton Acclimation Facility - New Wells Phase 2

for

Public Utility District No. 2  
of Grant County, Washington

Bid Opening Date: October 31, 2024 9:00 AM

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## INSTRUCTIONS TO BIDDERS

### 1. SUBMISSION OF BID

Sealed Bids shall be received by Public Utility District No. 2 of Grant County, Washington at the District's contracting offices at 14352 Highway 243 S Building 6, Beverly, Washington no later than 9:00 a.m. on October 31, 2024 for Carlton Acclimation Facility - New Wells Phase 2 as specified in Contract Documents 430-12422. This bid is a rebid of 430-12245 Carlton Acclimation Facility – New Wells Phase 2. Bids received after that time shall be rejected as non-responsive. **Bid opening shall follow the Bid submittal deadline via Microsoft Teams video conference. The video conference will be the only manner by which the public can participate in the Bid opening. To participate in the Bid opening, please join the Teams meeting below:**

**Microsoft Teams** [Need help?](#)

**[Join the meeting now](#)**

Meeting ID: 235 170 185 431

Passcode: FLDMa7

---

**Dial in by phone**

[+1 509-703-5291](tel:+15097035291),[943071451#](tel:+1509943071451) United States, Spokane

[Find a local number](#)

Phone conference ID: 943 071 451#

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

Rebecca Diaz, Procurement Officer  
Public Utility District No. 2  
of Grant County, Washington  
14352 Highway 243 S Building 6  
Beverly, Washington 99321

Phone: (509) 793-1503  
E-mail: [rdiaz@gcpud.org](mailto:rdiaz@gcpud.org)

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

Contract Documents: 430-12422  
Bid for: Carlton Acclimation Facility - New Wells Phase 2  
Bid opening: October 31, 2024 9:00 AM

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

### 2. COMPLIANCE WITH BIDDING DOCUMENTS/BIDDER'S EXCEPTIONS

Bids shall be submitted on the Bid Form (see Exhibit "A") provided with the Contract Documents. All Bid proposals must be quoted in U.S. dollars. Any submittals or data which may be required by the Contract Documents to support a Bid shall be attached to the Bid Form. The Bid Form must be

properly executed and all blanks must be filled in. All Bids shall be submitted in strict compliance with the Contract Documents, Technical Specifications, and commercial requirements contained herein. Bids which do not comply with these specifications and requirements or which contain or are conditioned upon different terms provided by the Bidder may be rejected. Any Bid which attempts to disclaim liability for the Bidder's negligence or to disclaim liability for damage, which arises from Bidder's acts, to person or property, may be deemed a non-responsive Bid.

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

3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS

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

4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS

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

5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID

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

6. BID DELIVERY RESPONSIBILITY

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

7. BID EVALUATION

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

- A. Total Bid Price.
- B. Bidder's Data (See Instruction No. 8 which follows). **NOTE: Any sealed Bid which does not contain all Bidder's Data indicated in Section 8 as "required" shall be rejected.**
- C. Bidder's compliance with the requirements of Section SR-2. **Bids that take exception to these requirements shall be rejected.**
- D. Bidder's compliance with the Contractor Safety Requirements specified in these Contract Documents. **Bids that take exception to these requirements shall be rejected.**
- E. All elements or factors which shall affect the final cost to or benefits to be derived by the District, which may include, but not be limited to:
  - 1. The ability, capacity, and skill of the Bidder to perform the Contract or provide the services required;
  - 2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
  - 3. Whether the Bidder can perform the Contract within the time specified;
  - 4. The quality of performance of previous contracts or services; and
  - 5. The previous and existing compliance by the Bidder with laws relating to the Contract or services.
  - 6. Whether, within the three year period immediately preceding the date of this Bid solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

8. BIDDER'S DATA/SUBMITTALS

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

- A. **REQUIRED or Bid shall be rejected.** Bidder shall submit on the Bid Form the names of Subcontractors who shall perform the HVAC (heating, ventilation, and air conditioning), plumbing and electrical work, and structural steel and rebar installation, or name itself.
- B. Bidder shall submit on the Bid Form the names of any other Subcontractors proposed to perform work under this Contract. Bidder shall attach experience and qualifications of Subcontractors with Bid Form.



The Contractor may subcontract or sublet only such part or parts of the work covered by the Contract Documents as the District may approve. In no event shall Contractor subcontract more than 50% of the work. Subcontractors solely for the convenience or profit of the Contractor may not be approved if, as determined by the District, they would have an adverse effect upon the job. The District shall be the sole judge of such effect. The District reserves the right to refuse any person or organization (Subcontractor) to participate in the work covered by this Contract Document. Contractor shall bind every Subcontractor to, and every Subcontractor must agree to be bound by the terms of the Contract Documents, as far as applicable to the Subcontractor's work. No subcontract shall relieve the Contractor of their responsibilities and the Contractor agrees that they are fully responsible to the District for the acts and omissions of their Subcontractors and of persons employed either directly or indirectly by them. Upon request, the Contractor shall supply the District Representative with two copies of all subcontracts. Nothing contained in the Contract shall create any contractual relationship between any Subcontractor and the District.

- C. Statement of experience. Each Bidder shall submit a detailed description of the Bidder's previous experience in fish hatchery or fish acclimation construction. Work experience associated with industrial water and wastewater treatment facilities or other industrial/commercial water process facilities may be substituted for fish hatchery or fish acclimation facility work experience. The Bidder shall include sufficient facts regarding their technical and business organization to enable the District to make an informed decision relating to the qualification of the Bidder to perform the specific work called for in this Contract Document. The Bidder shall have a minimum of five years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements. If any proposed Subcontractors shall be used to meet the Contractor's experience requirements specified in this section, the Subcontractor's experience shall be provided.
- D. Bidder shall submit information on five completed projects of similar scope with contact names and phone numbers. Projects shall have been completed in the past 10 years.
- E. Bidder shall have satisfactorily provided control systems for a minimum of five years. Bidder shall submit three completed projects of similar scope with contact names and phone numbers of which at least one project shall be from a fish acclimation facility or fish hatchery. The existing programming and controls were provided by Quality Controls Corporation.
- F. Bidder's performance on projects submitted shall include, but not be limited to, the following areas:
  - 1. Quality Control
  - 2. Safety Record
  - 3. Timeliness of Performance
  - 4. Use of Skilled Personnel
  - 5. Availability of and Use of Appropriate Equipment

- 6. Compliance with Contract Documents
- 7. Management of Submittal Process, Change Orders, and Close-out
- G. Bidder shall submit a list of major equipment proposed by Bidder for use in the installation work.
- H. Each Bidder shall submit the Supplemental Bid Form for Additional Time and Equipment. This data shall not be used for Bid Evaluation.
- I. Bidder shall provide safety record information for the past three years, consistent with the Contractor Safety Request for Information Form, attached hereto as Exhibit "O".

9. BIDDER RESPONSIBILITY CRITERIA

Before Contract Award, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a public works project in accordance with RCW 39.04.350:

- A. At the time of Bid submittal, the Bidder must have a certificate of registration in compliance with RCW 18.27, a plumbing contractor license in compliance with RCW 18.106, or an electrical contractor license in compliance with RCW 19.28;
- B. Have a current Washington State Unified Business Identifier (UBI) number;
- C. If applicable, have Industrial Insurance (worker's compensation) coverage for the Bidder's employees working in Washington State as required in Title 51 RCW;
- D. If applicable, have an Employment Security Department number as required in Title 50 RCW;
- E. If applicable, have a Washington State Department of Revenue state excise tax registration number as required in Title 82 RCW; and
- F. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- G. Within the three year period immediately preceding the date of this Bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
- H. Have attended training from the department of labor and industries or a training program approved by the department of labor and industries relating to the requirements associated with public works and prevailing wage under chapter 39.04.350 RCW and chapter 39.12 RCW.

The Bidder may be required by the District to submit documentation demonstrating compliance with these criteria.

10. BID BOND

Each Bid shall be accompanied by a certified or cashier's check payable to the order of Public Utility District No. 2 of Grant County, Washington for a sum not less than 5% of the amount of the Total Bid Price, or accompanied by a Bid Bond on the form provided as Exhibit "B", in an amount not less than 5% of the Total Bid Price with a corporate surety licensed to do business in the State of Washington, conditioned that the Bidder shall pay the District as liquidated damages the amount specified in the bond, unless Bidder enters into a Contract in accordance with their Bid and furnishes the Payment and Performance Bond hereinafter mentioned within 10 days from Contract Award. If a Bid is rejected, or if a Bid is accepted and a Contract Form executed, any check shall be returned in each instance within a period of 10 days to the Bidder furnishing the same. If the Bid is one of the three low Bids, such check or bond shall be held by the District until Contract Documents are fully executed by the District and successful Bidder and the Payment and Performance Bond provided per Section 12. If a Bid Bond was provided, 30 days following this period, the original Bid Bond shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. The Bidder's failure to submit its Bid Bond on the form attached to the Contract Documents may result in rejection of the Bid.

11. REFUSAL TO EXECUTE CONTRACT

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

12. PAYMENT AND PERFORMANCE BOND

To assure compliance with the terms of the Contract Documents, the Contractor shall furnish a Payment and Performance Bond in an amount equal to 100% of the amount of the Contract Price, excluding Washington State Sales Tax, with surety or sureties who are acceptable to the District. This Payment and Performance Bond shall remain in force for a period of 365 days after Final Acceptance. Thirty days following this expiration, the original Payment and Performance Bond shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. The Payment and Performance Bond must be on the form provided with these Contract Documents as Exhibit "D". The cost of the Payment and Performance Bond shall be included in the Total Bid Price.

13. WAIVE MINOR ERRORS

The District reserves the right to waive minor errors or irregularities in any Bid if it appears to the District that such errors or irregularities in any Bid were made through inadvertence and are not material. Any errors or irregularities so waived must be corrected on the Bid on which they occur prior to the execution of any Contract Form which may be awarded thereon. No Bidder may withdraw their Bid after the hour set for the opening thereof, unless and until Contract Award has been delayed for a period exceeding 60 days after the date of Bid opening.

14. DISTRICT'S RIGHT TO REJECT BIDS

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

15. PUBLIC RECORDS ACT

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

16. OPTIONAL SITE INSPECTION

An optional site inspection for all prospective Bidders is scheduled for October 2, 2024 beginning at 10:00 a.m. at 820A Twisp-Carlton Road, Twisp, Washington, Okanogan County. Arrangements will be made by the District to allow prospective Bidders access to the site for the purpose of making preliminary inspections. Availability of and access to the site is otherwise limited; therefore the Bidders are advised to plan their inspections and preliminary measurements for the date specified above.

The Bidder shall satisfy itself concerning the nature and the location of the work, the general and local conditions, particularly those affecting transportation, disposal, handling and storage of materials, availability of labor and applicable wage rates, water and electric power, roads, climate conditions and seasons, and physical conditions at the actual work site and project area as a whole, the equipment and facilities needed preliminary to and during work prosecution, and all other matters which can in any way affect the work or the cost thereof. Failure of the Bidder to acquaint itself with all available information regarding any applicable condition shall not relieve the Bidder of the responsibility for properly estimating both the difficulties and the costs of successfully performing the work.

For questions related to site inspection, or for directions, contact the District Representative, Deanne Pavlik-Kunkel, by calling (509) 951-7343.

17. CONTRACT DOCUMENTS

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

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

18. BIDDER QUESTIONS OR CLARIFICATIONS

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

## GENERAL CONDITIONS

### GC-1. FORM OF CONTRACT

The form of the Contract shall be lump sum type.

### GC-2. DEFINITIONS

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

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

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

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

“BID ITEM PRICE” - The price of each Bid Item.

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

“CONTRACT AWARD” - Contract Award is defined as the date the successful Bidder is first notified in writing that the District has accepted the Contractor's Bid. Contract Award, if any, shall be made within 60 days after the date of Bid opening.

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

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

“CONTRACTOR” - The successful Bidder who is awarded the Contract to perform the work covered by these Contract Documents.

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

“DISTRICT REPRESENTATIVE” - The employee designated by the District as its representative during the progress of the work.

“FINAL ACCEPTANCE” - Acceptance of the work by the District in writing. Final Acceptance shall not constitute an acceptance by the District of any work performed or goods supplied which are not in strict compliance with the Contract Documents.

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

“SUBCONTRACTOR” - A contractor hired by the Contractor to perform a portion of the work covered by these Contract Documents.

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

GC-3. SUSPENSION OF WORK/TERMINATION OTHER THAN FOR DEFAULT

The District may, at its sole option, by notice in writing to the Contractor suspend or terminate at any time the performance of all or any portion of work to be performed under the Contract. Upon such notice of suspension or termination of work, the District shall designate the amount and type of plant, labor, and equipment to be committed to the work site during the period of suspension or termination. The Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension or termination.

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

- D. Upon delivery of a written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of any such notice, the Contractor shall take all appropriate steps in part A of this Section GC-3.

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

If such termination is effected after Contract Award but prior to the District issuing Notice to Proceed to the Contractor, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor in the preparation of their Bid plus 15% of such costs. If such termination is effected after the District has issued Notice to Proceed and the Contractor has commenced performance hereunder, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor as determined by the physical progress of the work satisfactorily completed to date plus costs of removing equipment and materials and otherwise demobilizing, plus 10% of the sum of all such costs; provided, said payment shall not in any event exceed the Contract Price hereunder. The payment of the District shall constitute full and complete satisfaction and settlement for the Contractor's overhead, anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever. The Contractor shall be entitled to no further payments whatsoever for the work. Amounts retained and accumulated under RCW Chapter 60.28 shall be held and disbursed as provided therein.

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

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

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

- A. Acts of Default

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

- B. Consequences of Default

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

C. Noncompliance

The Contractor shall, upon receipt of written notice of noncompliance with any provision of this Contract and the action to be taken, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or its representative at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to comply promptly, the District Representative may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work shall be issued. No part of the time lost due to any such suspension order shall entitle the Contractor to any extension of time for the performance of the Contract or to reimbursement for excess costs or damages.

GC-5. ASSIGNMENT

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

GC-6. INDEMNITY

- A. Contractor shall be responsible for any and all damage, loss or injury of any kind or nature whatsoever, direct or indirect, to person or property arising out of or in any manner connected with or caused by or resulting from or suffered in connection with the execution of the work provided for in this Contract, or in connection therewith. Contractor agrees to defend, indemnify and hold harmless the District and its representatives (which terms shall be deemed to include directors, officers, employees, agents, and servants, and any other persons directly or indirectly engaged in any activity connected with the performance of the work under the Contract Documents) from and against any and all liabilities, claims, losses, damages or expenses, including reasonable legal fees, and expert witness fees, which may be incurred or sustained by the District or any of their respective employees, by reason of any act, omission, misconduct, negligence, or default on the part of the Contractor or any Subcontractor of the Contractor, and any employees of the Contractor or Subcontractor and except as may otherwise be provided by applicable law. Contractor specifically assumes liability for actions brought by Contractor's own employees against the District and for that purpose Contractor specifically waives any immunity under the Workers Compensation Act, RCW Title 51. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by District, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.
- B. The District shall not be responsible or be held liable for any damage to person or property consequent upon the use, misuse or failure of any crane, hoist, rigging, blocking, scaffolding or other equipment used by the Contractor or any of its Subcontractors, even though the said crane, hoist, rigging, blocking, scaffolding, or other equipment be furnished or loaned to the Contractor by the District. The acceptance and/or use of any such crane, hoist, rigging, blocking, scaffolding or other equipment by the Contractor or its Subcontractors shall be construed to mean that the Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse or failure of such apparatus whether such damages



by its own employees or property or to the employees or property of other Contractors, the District, or otherwise.

- C. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the Contractor. In the event of damages to person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence.
- D. Contractor acknowledges that by entering into a contract with the District, Contractor has mutually negotiated the above indemnity provisions with the District. Contractor's indemnity and defense obligations shall survive the termination or completion of the Contract and remain in full force and effect until satisfied in full.

#### GC-7. LAWS, REGULATIONS, PERMITS

The Contractor and Subcontractors shall comply with all applicable building, health, and construction codes. The Contractor represents that it is familiar with, and shall be governed by and comply with, all Federal, State and local statutes, laws, ordinances, and regulations including amendments and changes as they occur. In the event of a conflict, the most stringent provision shall apply. The Contractor and any Subcontractors shall be responsible for ensuring that its employees fully comply with the District's Code of Ethics, a copy of which is available at the District's offices.

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

Unless the Contract Documents provide otherwise, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at its own expense, and Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.

#### GC-8. DAMAGES

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

#### GC-9. INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES

It is understood and agreed that in all work covered by the Contract, the Contractor shall act as an independent contractor, maintaining complete control over its employees and all of its Subcontractors. The Contractor shall perform the work in accordance with its own methods, subject

to compliance with the Contract. The Contractor shall perform the work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its Subcontractors, and shall not employ or permit to be employed on the work any unfit person or anyone unskilled in the work assigned to them.

The Contractor shall designate in writing before starting work competent, authorized site representative(s) who shall be authorized to represent and act for the Contractor in all matters relating to the Contract. The Contractor's letter designating representative(s) shall clearly define the scope of their authority to act for the Contractor and define any limitations of this authority. Said authorized representative(s) shall be present at the site of the work at all times when work is in progress. Arrangements acceptable to the District shall be made for any emergency work which may be required. The Contractor's authorized representative(s) shall be supported by competent assistants as necessary, and the authorized representative(s) and assistants shall all be satisfactory to the District. All directions given to the authorized representative(s) by the District shall be binding as if given to the Contractor.

The Contractor and its Subcontractors shall employ only orderly workers. Employees deemed by the District to be incompetent, subversive, or disorderly shall be removed from the performance of the work, and such removal shall not form the basis of any claim for compensation or damage upon the District.

The Contractor and Subcontractor shall be responsible for ensuring that its employees fully comply with all applicable federal, state and local laws and support the District's commitment to provide a safe, healthy, and drug free work environment. The Contractor and Subcontractor shall immediately remove any employee from further work when it is determined that they are not fit for duty. Furthermore the Contractor and Subcontractor shall immediately remove any employee from further work if it is determined by the District, at its discretion, that the employee is not fit for duty for any reason. Failure on the part of the Contractor or Subcontractor to comply with any of the above shall be considered an act of default in accordance with Section GC-4.

#### GC-10. CORRECTION OF WORK/WARRANTY

All materials and equipment incorporated into any work under the Contract shall be new and of the most suitable grade of their respective kinds for their intended uses unless otherwise specified. All workmanship shall be in accordance with sound work practices acceptable to District Representative. Contractor warrants all equipment, materials and labor it furnishes or performs under this Contract against defects in design, materials, and workmanship. Contractor's warranty shall remain in effect for a period of 365 days after Final Acceptance.

If at any time prior to the expiration of the warranty period, Contractor or District discovers any defect in such design, materials or workmanship, the Contractor shall, upon written notice from the District given within a reasonable time after discovery, correct such defects to the satisfaction of the District by redesigning, repairing or replacing the defective work at a time acceptable to District. All costs incidental to such corrective action including removal, disassembly, reinstallation, re-work, re-testing and re-inspection as may be necessary to correct the defect or demonstrate that the previously defective work conforms to the requirements of the Contract shall be borne by the Contractor.

Contractor warrants any and all corrective action against defects in design, materials, and workmanship for a period of 12 months following acceptance by District of the corrected work.

If, after due notice, the Contractor shall refuse or persistently neglect to make corrections so as to meet the requirements of the Contract, the District may proceed to make such corrections as they may be required and Contractor shall reimburse District for all cost and expenses incurred in connection therewith.

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

#### GC-11. CHANGES IN WORK

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

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

- A. Unit prices specified in the Contractor's Bid proposal, if any.
- B. An agreed lump sum. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including, as applicable:
  - 1. Detailed proposed labor categories, hours, and rates.
  - 2. Specific materials and quantities.
  - 3. Equipment and equipment hours.
- C. Time and materials with a not-to-exceed total.
  - 1. Billing rates as negotiated between the District and the Contractor per the Supplemental Bid Form for Additional Time and Equipment.
    - a. All billing rates for time shall include payroll, payroll taxes, small tools and fringe benefits.
    - b. All billing rates for equipment shall include fuel, insurance, mileage, and maintenance.
  - 2. Materials permanently incorporated into the work.
  - 3. Materials that will not be permanently incorporated into the work, at rates approved by the District Representative.

4. Rental materials and equipment at cost, plus an allowance for operating costs not included in the rental, as approved by the District Representative.
5. Tooling, at rates approved by the District Representative (for manufacturing type contracts).
6. The Contractor may include a fixed fee (overhead plus profit) not to exceed 15% to the sum of Items 1 through 5, unless otherwise negotiated. This fixed fee shall include:
  - a. Reproduction and printing costs including electronic media.
  - b. Communication costs including all phones, faxes, Internet, postage, shipping, delivery, couriers.
  - c. Computer software, printers, scanners, office machines and related costs of operation including consumables.
  - d. Indirect and overhead burden.
  - e. Profit.
7. For any work performed by a Subcontractor, the Contractor's fixed fee is limited to 6%. Items 1 through 7 apply to Subcontractors also.
8. Insurance and bonding costs not to exceed 1.5% unless otherwise negotiated.
9. For contracts lasting more than two years, the Contractor may adjust labor and equipment rates. Costs shall not be subject to change until two years after the effective date of this Contract. 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) for the West Urban region occurring during the immediately preceding 12 month period for which CPI-U data is available.

D. Actual Cost

1. Labor, including foreman, only for employees who will work directly on the work covered by the Change Order.
2. Payroll taxes and fringe benefits.
3. Materials entering permanently into the work.
4. The ownership or rental cost of plant and equipment during the time of use on the project.
5. Power and consumable supplies for the operation of power equipment.
6. Insurance and bonding.
7. The Contractor may include a fixed fee (overhead plus profit) not to exceed 15% to the sum of Items 1 through 6. This fixed fee shall include:
  - a. Reproduction and printing costs including electronic media.
  - b. Communication costs including all phones, faxes, Internet, postage, shipping, delivery, couriers.

- c. Computer software, printers, scanners, office machines and related costs of operation including consumables.
  - d. Indirect and overhead burden.
  - e. Profit.
8. For any work performed by a Subcontractor, the Contractor's fixed fee is limited to 6%. Items 1 through 7 also apply to the Subcontractor.

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

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

If the Contractor believes the instruction shall result in additional costs or time extensions, Contractor shall promptly notify the District of the same and not proceed with the changes. Contractor shall provide a cost and schedule proposal per District Instruction Item 3 or independently provide an alternative for consideration by the District Representative by submitting a Contractor Change Order Proposal, Exhibit "G".

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

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

#### GC-12. PAYMENT/RETAINAGE

Contractor may submit an invoice for approval and payment by the District for each completed Bid Item as shown on the Bid Form for work satisfactorily completed. Payment shall be made in accordance with the prices specified on the Bid Form. The District Representative shall make the determination of satisfactory completion for payment purposes. 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). If accepted by the Contractor on the Bid Form and the District issues payment within 10 days, the payment due shall be reduced by 2%.

Invoices shall include the Contract number 430-12422 and a list of the Subcontractors used during the billing period. Invoices shall be addressed as follows:

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

Phone: (509) 793-1450  
E-mail: AccountsPayable@gcpud.org

The District shall withhold the sum of 5% of the amount of each progress payment to the Contractor as retainage in accordance with RCW Chapter 60.28 of the Revised Code of the State of Washington.

If the District is requested in writing by the Contractor, the monies reserved hereunder (retainage) shall be placed in escrow with a mutually agreed upon bank or trust company by the District and interest on such escrowed funds shall be paid to the Contractor as said interest accrues, all as more fully provided in RCW Chapter 60.28. However, any payments made to the Contractor hereunder shall not relieve the Contractor from responsibility under provision of the Contract and warranties. Payment is not to be construed as acceptance by District or certification that the Contractor has performed the work correctly or according to Contract Documents.

#### GC-13. PAYMENTS WITHHELD

- A. Contractor may submit an invoice monthly for approval and payment by the District for the portion of work satisfactorily completed during the previous month for each Bid Item as shown on the Bid Form and for materials and/or equipment properly stored on District property. The invoice shall itemize the completed work by reference to the Contractor's initially submitted and approved Schedule of Values for the percentage of the work completed less previous payments requested. The District Representative shall make the determination as to the percentage completion of each item on the Schedule of Values for payment purposes. 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). If accepted by the Contractor on the Bid Form and the District issues payment within 10 days, the payment due shall be reduced by 2%.

Invoices shall include the Contract number 430-12422 and a list of the Subcontractors used during the billing period. Invoices shall be addressed as follows:

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

Phone: (509) 793-1450

E-mail: [AccountsPayable@gcpud.org](mailto:AccountsPayable@gcpud.org)

- B. Schedule of Values: Contractor shall prepare and submit a Schedule of Values to the District Representative within 14 days following Contractor's receipt of Notice to Proceed. The Schedule of Values shall provide more detailed values as shown in Section SR-2.

Format and Content: Mobilization and project closeout, including Project Record Drawings (Section SR-7), will be listed as individual items on this schedule. Provide at least one line item from the Schedule of Values for each line on the Bid Form.

1. Identification: Include the following project identification on the Schedule of Values:
    - a. Project name and location
    - b. District Contract number
    - c. Contractor's name and address
    - d. Date of submittal
  2. Provide a breakdown of the Contract Bid Items in enough detail to facilitate continued evaluation for payment and progress reports. Provide a separate line item in the Schedule of Values for each part of the work where invoice for payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  3. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the work.
  4. Schedule Updating: Update and resubmit the Schedule of Values before the next invoice for payment when Change Orders result in a change in the Contract Price.
- C. The District shall withhold the sum of 5% of the amount of each progress payment to the Contractor as retainage in accordance with RCW Chapter 60.28 of the Revised Code of the State of Washington.

If the District is requested in writing by the Contractor, the monies reserved hereunder (retainage) shall be placed in escrow with a mutually agreed upon bank or trust company by the District and interest on such escrowed funds shall be paid to the Contractor as said interest accrues, all as more fully provided in RCW Chapter 60.28. However, any payments made to the Contractor hereunder shall not relieve the Contractor from responsibility under provision of the Contract and warranties. Payment is not to be construed as acceptance by District or certification that the Contractor has performed the work correctly or according to Contract Documents.

#### GC-14. ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed all work in accordance with the terms of the Contract Documents, the Contractor shall properly execute and submit final invoice to Accounts Payable. Once final invoice has been processed, the District's Procurement Department will issue the Certificate of Completion and Release to be executed by the Contractor and returned to the Procurement Officer. The Certificate of Completion and Release shall constitute a waiver of all claims by the Contractor except for unsettled claims specifically stated, if any.

The Certificate of Completion and Release shall warrant that the Contractor has fully completed its work included in the Contract and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from this Contract. If any dispute exists between the Contractor and any person, firm or corporation to which the Contractor might be obligated in connection with this Contract, the Contractor shall state the name of claimant and amount and general nature of claim against the Contractor. The Certificate of Completion and Release shall state the amount and nature of all present and future claims that the Contractor may have against the District relative to this Contract. The Contract work shall not be complete until after the Contractor has returned to the Procurement Officer a properly completed Certificate of Completion and Release.

Upon receipt of Certificate of Completion and Release by the Procurement Officer, the District Representative provides a recommendation relative to Final Acceptance. The District shall, within a reasonable time, take action on Final Acceptance. Such action shall be subject to the condition of the Payment and Performance Bond, legal rights of the District, required warranties, and correction of faulty work discovered after final payment. The District shall have the right to retain from any payment then due the Contractor, so long as any bills or claims remain unsettled and outstanding, a sum sufficient, in the opinion of the District, to provide for the payment of the same. It is also understood and agreed that, in the case of any breach or damage by the Contractor of the provisions hereof, the District may retain from any payment or payments a sufficient sum in the opinion of the District which may become due under any obligation of the District.

Sixty days after Final Acceptance, retainage may be released to the Contractor; provided, however, that there are no claims filed of materialmen or laborers and that the District has received the certificate of the Washington State Department of Revenue of payment in full of all taxes, Employment Security Department release, the approved Washington State Department of Labor and Industries Certificate of Release of the State's Lien on Public Works Contracts form and the approved affidavit showing payment of prevailing wages for the Contractor and any Subcontractors. If any liens remain unsatisfied from the retainage, the Contractor shall refund to the District such amounts as the District may have been compelled to pay in discharging such liens including all costs and reasonable legal fees.

#### GC-15. DISTRICT REPRESENTATIVE'S STATUS, AUTHORITY AND PROTEST PROCEDURE

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

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

All claims of the Contractor and all questions relating to the interpretation of the Contract, including all questions as to the acceptable fulfillment of the Contract on the part of the Contractor and all questions as to compensation, shall be submitted in writing to the District Representative for determination within the applicable time period specified in the Contract Documents.



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

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

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

Deanne Pavlik-Kunkel  
Public Utility District No. 2  
of Grant County, Washington  
PO Box 878  
Ephrata, WA 98823  
(509) 951-7343  
dpavlikkunkel@gcpud.org

#### GC-16. COOPERATION WITH OTHERS

There may be other contractors or forces of the District working the same area where work under this Contract shall be performed. The Contractor shall fully cooperate with such other contractors and the District's employees and carefully fit their work with the other work consistent with orderly and expeditious performance and completion of the project as a whole.

#### GC-17. WAGES PAID BY THE CONTRACTOR

Contractor and its Subcontractors shall comply with all provisions of RCW Chapter 39.12 and Section 2.5 of the Collective Bargaining Agreement (hereinafter referred to as Section 2.5) between the District and IBEW Local No. 77. A copy of Section 2.5 is attached hereto as Exhibit "I". Contractor and its Subcontractors shall pay all laborers, workmen, or mechanics employed by it or them in the performance of this Contract the greater of: (1) the applicable state prevailing wage rate required by (RCW Chapter 39.12); or (2) the applicable wage rate required by Section 2.5. In the event the applicable wage rate(s) required to be paid by the Contractor or its Subcontractors change during the performance of this Contract, Contractor and its Subcontractors shall make any required adjustment so as to fully comply with any applicable state prevailing wage rate law (RCW Chapter 39.12) and Section 2.5. Notwithstanding the foregoing, the District shall not be required to make any adjustment in the Contract Price as a result of changes in either the state prevailing wage rate law or Section 2.5, except as provided in WAC 296-127-023.

Prior to any payments being made to Contractor, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor shall file a "Statement of Intent to Pay Prevailing Wages" which has been approved by the Department of Labor and Industries as required by RCW 39.12.040.

Washington State hourly prevailing wage rates are located at: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. It shall be the Contractor's responsibility to determine the locality of the work and to confirm with the Washington State Department of Labor and Industries, prior to the Bid due date, that the appropriate classification of work and most current version of the prevailing wage rates are utilized in the preparation of the Contractor's Bid.

## GC-18. INSURANCE

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

### Contractor Required Insurance

1. **General Liability Insurance:** Commercial general liability insurance, covering all operations by or on behalf of Contractor against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:
  - a. Premises and Operations;
  - b. Products and Completed Operations;
  - c. Contractual Liability;
  - d. Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract);
  - e. Pollution Liability (sudden and accidental);
  - f. Such insurance shall not exclude coverage for action-over liability claims;
  - g. Such insurance shall not exclude coverage for Explosion (X), Collapse (C) and Underground Hazards (U).
2. with the following **minimum limits:**
  - a. \$1,000,000 Each Occurrence
  - b. \$1,000,000 Personal Injury Liability
  - c. \$2,000,000 General Aggregate (per project)
  - d. \$2,000,000 Products and Completed Operations Aggregate

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

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

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

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

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

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

Excess/umbrella 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.

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

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

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

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

GC-19. SAFETY

The Contractor shall comply with the safety requirements of these Contract Documents, all District policies pertaining to COVID-19 located at <https://www.grantpud.org/for-contractors> and the current version of the applicable requirements of the following codes and standards (including reports and records as required) which includes but are not limited to:

Applicable Local Codes and Statutes	
American Concrete Institute	(ACI)
American Institute of Steel Construction	(AISC)
American National Standards Institute	(ANSI)
American Society of Civil Engineers	(ASCE)
American Society of Mechanical Engineers	(ASME)
American Society for Testing and Materials	(ASTM)
American Welding Society	(AWS)
American Wood Preservers Association	(AWPA)
Division of Occupational Safety and Health	(DOSH)
Edison Electric Institute	(EEI)
Institute of Electrical & Electronics Engineers	(IEEE)
Insulated Cable Engineers' Association	(ICES)
International Building Code	(IBC)
International Energy Conservation Code	(IECC)
International Existing Building Code	(IEBC)
International Fire Code	(IFC)
International Mechanical Code	(IMC)
International Plumbing Code	(IPC)
National Electrical Code	(NEC)
National Electrical Manufacturers' Association	(NEMA)
National Electrical Safety Code	(NESC)

National Fire Protection Association	(NFPA)
Occupational Safety and Health Administration	(OSHA)
Washington Administrative Code	(WAC)
Washington Industrial Safety & Health Act	(WISHA)
Washington State Department of Ecology	(WSDOE)
Washington State Department of Health	(WSDOH)
Washington State Department of Transportation	(WSDOT)
Washington State Department of Labor & Industries	(LNI)
Washington State Energy Code	(WSEC)
United States Environmental Protection Agency	(EPA)

Any accidents or damage to District property shall be reported immediately to the District Representative in accordance with the Contractor Safety Requirements section of these Contract Documents.

Nothing herein shall be deemed to impose any duty or obligation on the District to determine the adequacy or sufficiency of the Contractor and Subcontractors' safety programs. Contractors and Subcontractors remain solely responsible for safety of the general public and employees, as provided herein.

GC-20. INSPECTION

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

The District Representative shall be kept informed of the production schedules so that inspections may be adequately performed. The Contractor shall give timely notice of any inspections required or desirable. Re-examination of questioned work may be ordered by the District Representative, and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the District shall pay the costs of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall bear such cost and expedite such necessary corrections.

GC-21. CONFLICT AND PRECEDENCE/INTENT

- A. In the event there are any conflicting provisions or requirements in the component parts of the Contract, the several Contract Documents shall take precedence in the following order:
  - 1. Change Orders
  - 2. Contractor Safety Requirements
  - 3. Contract Form
  - 4. Addenda
  - 5. Specific Requirements
  - 6. General Conditions

7. Technical Specifications
  8. Contract Drawings
  9. Instructions to Bidders
  10. Payment and Performance Bond
  11. Bid Proposal
- B. The intent of the Contract Documents is to prescribe a complete work. Contractor shall furnish all labor, tools, equipment, transportation, supplies and incidentals required to complete all work. The Contract Price, whether lump sum or unit prices or a combination thereof, shall be full pay for all work and equipment required to fully complete the Contract work.

#### GC-22. PRE-WORK CONFERENCE

The Contractor, upon notification by the District, may be required to attend a pre-work conference prior to starting any work. The purpose of the conference is to discuss, among other considerations, the responsibility of the Contractor and its Subcontractors in the prosecution and progress of the work. The conference, if any, shall be held on a date mutually agreed upon by the Contractor and the District Representative.

#### GC-23. PROGRESS MEETINGS

Progress review meetings shall be held at regular intervals as deemed necessary by the District Representative. Progress meetings shall be utilized to review the work schedule and discuss any delays, unusual conditions, or critical items which have affected or could affect the progress of the work.

Time is of the essence for this Contract. If at any time during the progress of work, the Contractor's actual progress, in the opinion of the District Representative, is inadequate to meet the Contract completion dates, the District may issue a written notice of noncompliance to the Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by the District Representative, the Contractor does not improve performance to meet the work schedule, the District may direct the Contractor to accelerate the work through an increase in the Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and/or an increase in the amount of plant; all without additional cost to the District. Neither such notice by the District nor the District's failure to issue such notice shall relieve the Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract.

Failure of the Contractor to comply with the instructions of the District may be grounds for determination by the District that the Contractor is not prosecuting its work with such diligence as shall assure completion within the times specified. Upon such determination, the District may terminate the Contractor's right to proceed with the performance of the Contract, or any separable part thereof in accordance with Section GC-4.

#### GC-24. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of work by any unforeseeable causes beyond the control of the Contractor, the Contract time shall be extended for such reasonable time as the

District Representative shall determine. The Contractor agrees to complete the work within the Contract time as thus extended. Such extensions shall postpone the beginning of period for payment of liquidated damages but they and the events producing them shall not be grounds for claim by the Contractor of damages or for additional costs, expenses, overhead or profit or other compensation. Except for delays caused by the acts or omissions of the District or persons acting for it, extensions of time granted by the District Representative to the Contractor shall be the Contractor's sole and exclusive remedy for any delays due to causes beyond the control of the Contractor.

All claims for extension of time shall be made in writing to the District no more than three days after the Contractor knows or by reasonable diligence should know of the event causing or likely to cause the delay; otherwise, they shall be waived. In the case of a continuing cause of delay only one claim is necessary. Contractor's failure to give such notice promptly and within such time limit shall be deemed sufficient reason by the District Representative for denial of any time extension request.

Avoidable delays in the prosecution or completion of the work, for which no time extension shall be granted, shall include all delays which in the opinion of the District Representative could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or its Subcontractors. Additionally, delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified shall constitute avoidable delays for which no time extension shall be granted.

All changes of the time or changes of the schedule shall be made by Change Orders to the Contract pursuant to Section GC-11.

#### GC-25. AUDIT OF RECORDS

Contractor shall maintain records and accounts in accordance with Generally Accepted Accounting Principles (GAAP) in connection with the performance of the Contract which shall accurately document incurred costs both direct and indirect, of whatever nature. If District Representative establishes uniform codes of accounts for the project, Contractor shall use such codes in identifying its records and accounts. District Representative or their representatives shall have the right to examine and copy at all reasonable times, with advance notification, Contractor's records and accounts for the limited purpose of verifying requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Contract Price adjustments and claims. Contractor shall make all records and accounts available to the District for inspection and copying at the District's main offices in Ephrata, Washington.

#### GC-26. DISTRICT'S USE OF CONSTRUCTION AND/OR EQUIPMENT

- A. The District shall have the right to take possession of, use and collect revenues from any completed, partially completed, satisfactory or unsatisfactory portions of the work after the time for completion of the work has expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.
- B. The District shall be responsible for damages incurred as a result of use of the work except when such damages occur as a result of uncompleted work or faulty workmanship or materials. Prior to using any portion of the work, the District may notify the Contractor of inventory of work yet to be completed.

- C. During the progress of the work it may be necessary for the District to have access to the facilities to install certain material.
- D. The District shall have the right to operate all equipment as soon and as long as it is in operational condition, whether or not such equipment has been accepted as complete and satisfactory, except that this shall not be construed to permit operation of any equipment which may be materially damaged by such operation before any required alterations or repairs have been made. All repairs or alterations required by the Contractor shall be made by the Contractor at such times as directed and in such manner as shall cause the minimum interruption in the use of the equipment by the District.

#### GC-27. ENVIRONMENTAL CONTROL

The Contractor and Subcontractors shall comply with all applicable state and federal environmental regulations. Contractor shall take suitable measures and provide suitable facilities to prevent pollution, oil and chemical spills, soil erosion and the introduction of any substances or materials into any stream, river, lake or any other body of water which may pollute or silt the water or constitute substances or materials deleterious to fish or wildlife. Further, Contractor shall use all reasonable efforts to maintain the site of the work free from fugitive dust (i.e. dust that becomes airborne or visual). Contractor shall be responsible for all cost of corrective measures required as a result of any pollution, erosion or siltation, including its effects on adjacent properties.

#### GC-28. TAXES

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

#### GC-29. BOND IN LIEU OF RETAINAGE

Pursuant to RCW Chapter 60.28, the Contractor may submit a bond in lieu of the retainage that the District would otherwise keep under the terms of this Contract and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the form provided with these Contract Documents



(see Exhibit “J”). In the event the Contractor fails at any time to pay persons protected under RCW Chapter 60.28 or the District has reason to believe that the District or other obligee under the bond has a claim against the retainage or for other good cause, the District may, at its option, resume retaining from monies earned by the Contractor in such amount as it would otherwise be entitled to retain had the bond not been accepted. Notwithstanding the District’s resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Contractor. After the Contractor has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to the terms of the bond. Not less than 30 days following Final Acceptance, District receipt of an Affidavit of Wages Paid approved by the Washington State Department of Labor & Industries, and District receipt of the proper releases from Washington State Department of Revenue, Employment Security Department, and Washington State Department of Labor and Industries, the original Bond in Lieu of Retainage shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. Any costs associated with the Bond in Lieu of Retainage shall be included in the Total Bid Price.

GC-30. NON-WAIVER

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

GC-31. OWNERSHIP OF WORK PRODUCT/COPYRIGHT

- A. All rights in the various work produced for or under this Contract, 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 CONTRACT, 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 Contract, 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.

## SPECIFIC REQUIREMENTS

### SR-1. SCOPE OF WORK/WORK TO BE PERFORMED BY THE CONTRACTOR

The Contractor shall furnish all materials, equipment, machinery, tools, plant, labor, and transportation to perform the work specified in these Contract Documents for the Carlton Acclimation Facility - New Wells Phase 2 located at 820A Twisp-Carlton Road, Twisp, Washington, Okanogan County.

### SR-2. COMPLETION SCHEDULE/LIQUIDATED DAMAGES

The Contractor shall not commence any work under this Contract until after all of the following: (1) receipt of notification of Contract Award; (2) full execution of the Contract Form; (3) providing the required Payment and Performance Bond; (4) providing the required Insurance Certificates; (5) attending the pre-work conference, if any; (6) acceptance by the District of the Contractor's Site Specific Safety Plan or Accident Prevention Plan, as applicable; and (7) receipt of Notice to Proceed (NTP) signed by the District. The Contractor shall complete such work in a diligent and workmanlike manner. All work shall be completed by September 1, 2026 and in accordance with Sections SR-2.A and SR-2.B. Please see Instructions to Bidders Section 7 that take exception to requirements of this Section SR-2. It is expressly understood and agreed, by and between the Contractor and the District that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual conditions prevailing in this locality.

Drawing references in the milestone lists describe the primary location where the work is shown, but additional information may be present in other Contract Drawings. Drawing references are abbreviated to the discipline portion of the drawing number.

No work can occur inside the acclimation building from NTP to May 1, 2025, unless specifically authorized by the District Representative. No work can occur outside the building during this time that could disturb the fish rearing inside the acclimation building. Coordinate with the District Representative to determine work that can occur outside the building during this time.

Milestone work shall be completed as follows:

- A. Milestone No. 1: Work inside the existing acclimation building. In general, the focus of Milestone No. 1 work is to have the building ready to operate at the beginning of the Fall 2025 fish rearing window and not have Contractor activities occurring inside the building during fish rearing unless specifically approved by the District Representative.

Milestone 1 is divided as follows:

Work in Milestone No. 1A shall be completed by September 1, 2025. This milestone is to allow acclimation building tank filling to start.

Work in Milestone No. 1B shall be completed by October 1, 2025. This milestone is to allow acclimation building fish rearing to start.

Completion of the following items are considered to be part of Milestone No. 1:

1. Furnish and install pipe supports and support beams in the existing acclimation building. (See Contract Drawing S06). The pipe supports in the building roof are Milestone No. 1A work. The pipe supports on the building columns are Milestone No. 1B work. Bid Item 2
2. Furnish and install tee, valves, pressure transmitter and piping to supply the existing production well water loop inside the acclimation building. (See Contract Drawings M05, M06 and M07.) The tee, valve and pressure transmitter are Milestone No. 1A work. The production well water piping exiting the building south of the valve is Milestone No. 1B work. Bid Item 3

Integration of sensor information into the Human Machine Interface (“HMI”) is part of Milestone No. 2.

3. Remove and temporarily store eight existing pack column aerators. Relocate aerator support rods and support pipes to new aerator locations. Furnish and install new piping for relocated aerators. Reinstall existing aerators in new location. (See Contract Drawing M07.) This is Milestone No. 1A work. Bid Item 4
4. Install the eight new 6-inch well water flow meters and display units (District furnished) for all eight circular tanks. Local flow meter displays shall be operational for Milestone No. 1A, but connection to the HMI is not required for the Milestone No. 1A completion date. (See Contract Drawings M07 and E02.) This is Milestone No. 1A work. Bid Item 5.
5. Complete all piping work inside the building (or as otherwise noted on the Contract Drawings) associated with the new Domestic Well water supply. Includes pressure tanks, valves, piping insulation and supports, heat tape and ancillary work. (See Contract Drawings C01, C02, M01, M02, M03, M04, E01, E02 and E04.) This is Milestone No. 1B work. Bid Item 6.

Integration of sensor information and flow meter information into the HMI is part of Milestone No. 2.

6. Remove and replace the existing eyewash piping loop inside the building. (See Contract Drawing M12.) This is Milestone No. 1B work. Bid Item 7.
7. Installation of electrical and instrumentation conduit and wiring inside the existing acclimation building. (See Contract Drawings E02, E04 and E07.) This is Milestone No. 1B work. Bid Item 8.
8. Furnish and install Domestic Well Pump VFD. (See Contract Drawings E02 and E04.) This is Milestone No. 1B work. Bid Item 9.

No work may occur inside the acclimation building from October 1, 2025 to May 1, 2026, unless specifically authorized by the District Representative. No work can occur outside the building during this time that could disturb the fish rearing inside the acclimation building. Coordinate with the District Representative to determine what work can occur outside the building during this time.

- B. Milestone No. 2: Completion of all remaining work, generally outside of the existing acclimation building, and as described in the following items:

All work in Milestone 2 shall be completed by September 1, 2026.

1. Installation of the Production Well piping, fittings and related components. Includes all piping up to the point of connection with the pump. Includes trenching, backfill, thrust blocks, and compaction. (See Contract Drawings C01, C02, C03, M05 and M09.) Bid Item 10.
2. Installation of the Domestic Well piping, fittings and related components. Includes all piping up to the point of connection with the pitless adapter. Includes trenching, backfill, thrust blocks, and compaction. (See Contract Drawings C01, C02, C03 and M04.) Bid Item 11.
3. Furnish and install electrical conduit and wiring to the new well building, existing well and new domestic well. (See Contract Drawings E01, E03, E04, E05, E06, E07, E08 and E09.) Bid Item 12.
4. Procurement and installation of domestic well pump and pitless adapter. (See Contract Drawing M04.) Bid Item 13.
5. Construct well building foundation and pump support. Includes excavation, backfill, compaction and footings. General site grading and drainage swale work around the new well building is considered part of this item. (See Contract Drawings S01 and S02.) Bid Item 14.
6. Furnish and install pre-engineered well building and provide well building lifting frame. Well building shall include insulation, siding and roofing. (See Contract Drawings S03, S04, S05 and S07.) Bid Item 15.
7. Furnish and install all lighting, mechanical and electrical work associated with the new well building. (See Contract Drawings M08, M09, M10, E03, E04, E05 and E06.) Bid Item 16.
8. Furnish and install Production Well pump and motor. (See Contract Drawings M08 and M09.) Bid Item 17.
9. Furnish and install Production Well Variable Frequency Drive (VFD). (See Contract Drawings M08, M09, E03 and E04.) Bid Item 18.
10. Disinfect the 20-inch diameter Production Well and collect coliform samples. Bid Item 19.
11. Disinfect the 10-inch diameter Domestic Well and collect coliform samples. Bid Item 20.
12. Connect all new instrumentation. Revise existing PLC programming to reflect the transition of the emergency showers, restroom and utility water to the new Domestic Well. Revise existing PLC programming to display and record flows from the new 4-inch flow meter in the domestic water system. Revise existing PLC programming to display and record flows from the new 6-inch and 12-inch flow meters in the production water system. Bid Item 21.

13. Trench Excavation Safety Systems per RCW 39.04.180. Bid Item 22.
14. Project record drawings. Bid Item No. 23.
15. Demobilization, site restoration and cleanup. Bid Item No. 24.

If the said Contractor shall neglect, fail, or refuse to complete the work within the required time, or any proper extension thereof granted by the District, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the District the amount of \$1,000.00 per day for Milestone No. 1A and \$500.00 per day for Milestone No. 2, not as a penalty but as liquidated damages for each and every day between the day stipulated for completion of said work, and the day upon which the work is satisfactorily completed. The amount of these liquidated damages under this section shall be limited to 50% of the Contract Price.

The liquidated damages have been specifically negotiated by and between the Contractor and the District because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages and said amount has been determined to be a reasonable estimate of the amount of damages which the District would sustain in the event of late completion of the work.

Prior to the District scheduling a pre-work conference, the Contractor shall submit three copies of a detailed Progress Schedule to the District Representative, identifying the various stages of work required and the time allotted for each to ensure successful completion of the Contract work within the time specified. The Contractor shall use the Bid Items listed on the Bid Form as tasks in preparation of this detailed Progress Schedule. The Contractor shall detail the amount of time required for completion of each task and include any and all dependency links between tasks. After receipt of the Progress Schedule, the District shall require a minimum of seven calendar days for review. Following the review period, the District shall schedule the pre-work conference.

After Contract work commences, the Contractor shall submit progress reports to the District Representative showing the updated completion percentage of Contract work. These reports shall be submitted weekly unless the District Representative approves longer intervals.

The Contractor shall assign such forces and prosecute the work in such a manner as to assure compliance with the approved schedule.

### SR-3. MATERIALS AND EQUIPMENT

#### A. Materials Furnished By Contractor

The Contractor shall purchase and furnish for this Contract all materials for the project except for the equipment and materials which shall be supplied by the District. The materials to be furnished by the Contractor and incorporated into the work shall be new and of grades and quality specified. Any materials required for a completed project, that are not specified below as being furnished by the District are to be furnished by the Contractor.

#### B. Materials Furnished By District

The following material and equipment shall be supplied by the District:

Eight - McCrometer UM06-06-WSR-050-AI Model M06-6" UltraMag flow meter with Class D 150 PIS Service Meter 50FT Cable Non-disconnect, AC Power.

All materials for this project supplied by the District shall be at the District's Carlton Acclimation Facility. The Contractor shall notify the District 24 hours in advance of need for the District-supplied materials. The Contractor shall sign an itemized receipt for all materials furnished by the District at the time such materials are received by the Contractor. The District shall provide a material list for District-supplied equipment and material for this Contract. The Contractor, after receipt of materials, shall check materials for quantities and conformance with the specifications and shall install these materials and shall be responsible for the replacement of all damaged or lost materials and shall make good damage or shortage in such a manner as not to jeopardize the completion of the project within the scheduled time and without cost to the District. The Contractor shall be responsible for returning to the District's Wanapum Warehouse all salvaged or unused materials and keep written records of the same.

#### SR-4. SUBSTITUTION OF MATERIALS AND EQUIPMENT

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the Technical Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article or piece of equipment or other manufacturers or vendors which shall perform adequately the duties imposed by the general design shall be considered equally acceptable, provided the material, article, or piece of equipment so proposed is, in the opinion of the District, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without prior written approval from the District Representative.

Offers of substitution of materials or equipment shall include data to substantiate that the "or equal" product meets the following criteria applicable to the time submitted.

- A. The change is adaptable to the design,
- B. The functional performance shall be equal to or better than the item specified,
- C. Where appearance affects the end product, the appearance of the item shall be as good as or better than the item specified,
- D. The maintenance cost for the product or item shall be equal to or less than the item specified including establishing and maintaining necessary stock at the District's facilities,
- E. The quality of materials used and the level of construction of the item shall be as good as or better than the item specified,
- F. The net price of the item shall be within the same price range as the item specified, and
- G. The cost to the District of furnishing and installing the item, including any necessary redesign costs by the District Representative which shall be reimbursed to the District by the Contractor shall be equal to or less than that of the item specified.

When substitute materials or equipment necessitates changes to or coordination with other portions of the work, the data submitted shall include shop drawings showing all such changes. As part of any acceptance of substitute materials or equipment, the Contractor shall furnish all materials, perform all installation and make all other modifications as may be required to incorporate such changes at no additional cost to the District.

SR-5. CONTRACT DRAWINGS

Electronic files containing Contract Drawings shall be supplied for the Contractor's use. Files shall be available on the District's ProcureWare website.

SR-6. MOBILIZATION

- A. Mobilization shall consist of preparatory operations performed by the Contractor, including, but not limited to, those necessary for the movements of its personnel, equipment, supplies, District-supplied material and incidentals to the project site or any District-owned property adjacent to the project site; for the establishment of its field office, buildings and other facilities necessary for work on the project.
- B. Mobilization is prohibited prior to the Contractor's receipt of a Notice to Proceed signed by the District. The District reserves the right to deem the Contractor non-compliant per Section GC-4 should it attempt to mobilize prior to receiving the Notice to Proceed.
- C. Mobilization shall be limited to 5% of the Total Bid Price. If the Bid Item Price for Mobilization exceeds 5% of the Total Bid Price, the excess shall be paid with the last Bid Item completed.

SR-7. PROJECT RECORD DRAWINGS

At the beginning of work, the Contractor shall set aside one complete set of prints of the Contract Drawings, upon which Contractor shall record and cause the various Subcontractors to record, all deviations in work, especially pipe and conduit locations, underground utilities and all deviations due to change orders. Notations and changes shall be done in a neat and legible manner as prescribed by the District. On a daily basis, the Contractor shall permit the District to examine and verify that the project record drawings are being kept up to date. Upon completion of all schedules, the Contractor shall immediately deliver the set of marked-up prints to the District. The amount provided on the Schedule of Values for these drawings shall be a minimum of 2% of the Total Bid Price. **No progress payments shall be allowed on this item.**

SR-8. NOISE CONTROL

- A. The Contractor shall take special precautions to reduce the noise level from work activities. Noise of work shall be kept from exceeding, as a criterion, the NCA 45 curve inside rooms of adjoining buildings with windows kept closed.
- B. All operations shall be conducted in such a way that employees of the Contractor and District or any other persons are not subjected to noise levels in excess of those prescribed in the Walsh-Healy Act, on occupational noise exposure.
- C. No blasting, air-hammering, excavation or other high noise level operations as determined by the District shall be permitted outside of daylight hours.

SR-9. CONTRACTOR WORK HOURS

All work required to be performed by Contractor shall normally be done between the hours of 6:00 a.m. and 4:30 p.m., Monday through Friday, exclusive of District observed holidays or as identified in the approved schedule. Contractor shall provide a minimum 72 hour notice to the District



Representative if at any time it becomes necessary or Contractor desires to work at times other than those specified herein or as approved in advance by the District. Approval of any proposed alternative work schedule shall be at the sole discretion of the District Representative.

For every hour the Contractor works in excess of the approved work schedule, or works in excess of 40 hours per week, the District shall deduct and retain from the Contract Price, \$125.00 per manhour to cover the District's direct and incidental costs including overhead and overtime payroll costs, required for the inspection and observation of work performed outside of the normal work hours specified above or as identified in the approved schedule. If the unapproved hours or excess hours increase the number of days of work per week, two hours will be charged, in addition to the actual hours, for District's additional travel and preparation time. District observed holidays are as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

#### SR-10. UTILITIES

It shall be necessary for the Contractor to make arrangements for the following services at its own expense and pay all charges accrued for same during the life of the Contract:

- Water/Potable Water
- Electric Service
- Telephone/Internet Access
- Sanitary convenience (Chemical toilet)
- Refuse and waste disposal

The Contractor may utilize either of the new wells as a temporary source for non-potable water. The Contractor shall supply their own power, pumps, piping and storage for this water.

Electric Service will be provided by the District in the following locations:

- A. 120VAC, 15A at various locations inside the building.
- B. 240VAC, 50A at two locations inside the building; on the West wall, just inside the South roll up door and on the East wall, just inside the North roll up door.

The Contractor is responsible for providing any power needs beyond what is stated above.

#### SR-11. STORAGE OF MATERIALS AND EQUIPMENT

If any materials or equipment are stored, they shall be stored so as to ensure the preservation of their quality and fitness. Materials and equipment shall be placed on platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover and heated adequately to prevent condensation, oxidation or freezing. Stored materials and equipment shall be located so as to facilitate observation. The Contractor shall be responsible for all damage or loss that occurs as a result of its fault or negligence in connection with the care and protection of all materials and equipment until acceptance by the District.

SR-12. RIGHT TO ADD NEGOTIATED LABOR AND/OR EQUIPMENT

The District Representative may approve adding negotiated labor and/or equipment categories to the Supplemental Bid Form for Additional Time and Equipment by completing Exhibit "L", Authorization for Additional Time and Equipment.

SR-13. CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees or work, and, at the completion of the work, it shall remove all its rubbish, tools, equipment, and surplus material from and about the structures. The cleaning up of all erection remnants and debris shall be completed immediately after each of these operations is completed at each work site. The cleaning up of lunch wrappers, garbage, equipment parts, oil filters, and the like shall be done on a day-to-day basis. Fuel, oil, and equipment waste such as drain oil shall be disposed of in approved disposal areas only.

The Contractor shall restore to a satisfactory condition any land which it has disturbed to the extent that erosion or damage to property may result. If the Contractor fails to clean up, the District may do so at the Contractor's expense, and the Contractor and its surety shall be held liable therefore.

Satisfactory restoration of the land shall be completed in an orderly process as soon as practicable following the completion of each phase of the work as it progresses.

SR-14. ARCHAEOLOGICAL RESOURCES

In the event the Contractor or any of its Subcontractors inadvertently discover archaeological resources at any time during the project, Contractor shall immediately notify the District Representative and suspend all excavation activities at the site.

"Archaeological Resource" shall mean any material remains of human life or activities which are of interest. This shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to objects pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives scrapers, rock carvings and paintings, and other implements and artifacts of any material or form.

The disturbance of any cairn or Native Indian grave is prohibited by the Indian Graves and Records Act (RCW 27.44).

SR-15. 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 when Contractor is not on site 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. If unsure of who to notify, Contractor shall contact the District Representative.
- E. Immediately notify the District if any of Contractor's employees no longer need access or have left the Contractor's employment.
- F. Immediately report any lost or missing access device to the District Representative. A minimum charge will be assessed the Contractor in the amount of \$50.00 per badge and the fee for lost or non-returned keys may include the cost to re-key the site facilities. The Contractor is strictly prohibited from making copies of keys.
- G. Return all District property, including but not limited to keys and badges, to the District Representative when an individual's access to the facility is no longer needed.

The 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.

SR-16. 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](mailto: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, 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.

#### SR-17. FIRE PREVENTION

There is an extreme fire hazard during periods of dry weather in many of the designated work areas. The Contractor shall not permit unauthorized fires either within or adjacent to the limits of the work. The Contractor shall be responsible for all damage from fire due directly or indirectly to their own activities, to those of Contractor's employees, and to those of Subcontractors and employees.

#### SR-18. EROSION CONTROL

The Contractor shall utilize best management practices to reduce and mitigate erosion and water pollution impacts caused by the work activities associated with this contract. This includes protecting water-ways and adjacent sensitive areas from sediment laden water created by drilling activities, and maintaining all erosion control measures already in-place. Additional responsibilities of the Contractor include preventing the release of toxic or hazardous materials from drilling equipment and drilling materials. All oil/gas/hydraulic fuel spills/drips need to be cleaned up immediately with proper clean-up equipment (i.e., spill response kit), which shall be kept on-site at all times.

#### SR-19. CUSTOMER RELATIONS

Contractor agrees that its personnel and equipment shall at all times present a neat appearance; all work shall be done, all contacts with customers and all complaints handled with due regard for the District's public relations. Contractor agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention.

All complaints and any action taken by the Contractor in connection with such complaints shall be reported to the District.

#### SR-20. PROJECT DOCUMENTATION TRANSFER METHODS

- A. The District will establish a secure website for all letters, requests for information, safety reports, submittals (except samples), transmittals, and test reports. The requirement to use the District's site for delivery of these documents supersedes any other requirements for document delivery in the Contract Documents.
- B. All files shall be placed in the correct library corresponding to the subject matter of the file.
- C. The receipt date for all documents shall be the same date as indicated by the posting date.
- D. If for any reason the District site is not functional, then the Contractor shall send hard copies for review; see Technical Specifications for number of copies required. No extensions or claims shall be granted if the District's site is not functional.

## CONTRACTOR SAFETY REQUIREMENTS

### CS-1. PURPOSE

These Contractor Safety Requirements contain safety requirements that are in addition to those specified in the General Conditions. Section CS-2 applies to all work, whereas, Section CS-3 is specific to specialized types of work. To the extent applicable, the Contractor shall ensure that all workers, subcontractors, and suppliers comply with these requirements. In fulfilling these requirements, the Contractor shall also comply with material and equipment manufacturer instructions, and safety and health requirements stated in the Specific Requirements and/or Technical Specification sections where applicable. If there are conflicts between any of the requirements referenced in the Contract Documents, the more stringent requirement shall prevail.

### CS-2. GENERAL

- A. 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 GC-4.
  
- 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. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for the duration of the Contractor's warranty period.
- 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. Contractors shall be required to submit an Emergency Plan that covers first response. This is required to be submitted for approval by the District Representative prior to work starting.
- I. Contractor shall ensure all crew members, including Subcontractors, performing work are OSHA 10 certified.
- J. The Contractor shall have a designated safety representative on the job site any time work is being performed. The designated safety representative shall have a minimum of OSHA 30 training.
- K. 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 Exhibit "O", Contractor Safety Request for Information Form.

CS-3. SPECIALIZED WORK

- A. 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.
- B. 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.
- C. Crane Operator Certification Requirements – NCCCO: Contractor personnel who operate the District's cranes shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program. This includes but is not limited to overhead cranes, mobile cranes and boom trucks. Contractor shall be required to present current certification cards for approval by the District Representative prior to equipment operation. The above is a District requirement.

- D. Crane Inspections: Contractor personnel who perform crane inspections shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program. Inspectors shall be required to present a current certification card for approval by the District Representative prior to performing duties. The above is a District requirement.
- E. Rigging Inspections: Contractor personnel who perform rigging inspections or other lifting and handling of large components shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program. Riggers shall be required to present a current certification card for approval by the District Representative prior to performing duties. At the District Representative's discretion, a Millwright's card may be substituted for NCCCO certification after review and approval of the Millwright's rigging certification program. The above is a District requirement.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

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.

If the material is a hazardous substance, proper protocols compliant with regulation must be followed. The above is a Code requirement.

K. 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.

L. 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.

M. 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.

N. 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.

O. WAC 296-45 arc flash protection measures must be followed while performing any work at the Carlton Acclimation Facility.

P. Fire:

1. 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.

2. 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.
- Q. Personal Protective Equipment: 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.
- R. Emergencies: If an emergency situation is created or observed by the Contractor where injury has or may occur, 911 shall be called immediately. The District Representative should be contacted subsequently.

**Facility Work Requirements**

- S. Use of Smoke Eaters When Welding indoors: Contractors performing welding activities indoors 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.
- T. 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.
- U. Equipment Grounding Under 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.
- V. 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.
- W. 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.

X. 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.

**TECHNICAL SPECIFICATIONS**

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

**EXHIBIT “A” – BID FORM**

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

TO: Public Utility District No. 2  
 of Grant County, Washington  
 14352 Highway 243 S Building 6  
 Beverly, Washington 99321

The undersigned has examined the site, plans and specifications, laws and ordinances governing the improvements contemplated. In accordance with the terms and provisions in the foregoing, the following price is tendered as an offer to perform the work, complete in place and ready for satisfactory operation.

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

The Total Bid Price (calculated total of Bid Item Prices 1 through 24) shall be used in the Bid Evaluation. A price must be placed on each blank or the Bid shall not be considered. In case of an error in addition, the correct total of the Bid Item Prices shall prevail.

Bid Item No.	Milestone	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
1	1	Mobilization (Limited to 5% of Total Bid Price. See Section SR-6)	Lump Sum	N/A	N/A	\$
2	1A / 1B	Furnish and install pipe supports and support beams in existing acclimation building.	Lump Sum	N/A	N/A	\$
3	1A / 1B	Furnish and install tee, valves, pressure transmitter and piping to supply the existing production well water loop inside the acclimation building.	Lump Sum	N/A	N/A	\$
4	1A	Aerator relocation, supports and piping.	Lump Sum	N/A	N/A	\$
5	1A	Flow meter installation.	Lump Sum	N/A	N/A	\$
6	1B	Furnish and Install Pressure Tanks, 4” Flow Meter, Double	Lump	N/A	N/A	\$

<b>Bid Item No.</b>	<b>Milestone</b>	<b>Description</b>	<b>Unit Type</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Item Price</b>
		Check Valve, ancillary valves and all Domestic Water Piping including Pipe Insulation and Heat Tape and Controls	Sum			
7	1B	Remove and replace the existing eyewash piping loop.	Lump Sum	N/A	N/A	\$
8	1B	Installation of electrical and instrumentation conduit and wiring inside the existing acclimation building	Lump Sum	N/A	N/A	\$
9	1B	Furnish and install Domestic Well Pump VFD.	Lump Sum	N/A	N/A	\$
10	2	Installation of the Production Well piping, fittings and related components.	Lump Sum	N/A	N/A	\$
11	2	Installation of the Domestic Well piping, fittings and related components.	Lump Sum	N/A	N/A	\$
12	2	Electrical conduit and wiring to the new well building, existing well and new domestic well.	Lump Sum	N/A	N/A	\$
13	2	Furnish and Install Domestic Well Pump and Pitless Adapter.	Lump Sum	N/A	N/A	\$
14	2	Construct well building foundation and pump support.	Lump Sum	N/A	N/A	\$
15	2	Furnish and install pre-engineered well building and provide well building lifting frame.	Lump Sum	N/A	N/A	\$
16	2	Furnish and install all lighting, mechanical and electrical work associated with the new well building.	Lump Sum	N/A	N/A	\$
17	2	Furnish and Install Production Well Vertical Turbine Pump and Motor.	Lump Sum	N/A	N/A	\$

Bid Item No.	Milestone	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
18	2	Furnish and Install Production Well Vertical Turbine Pump VFD	Lump Sum	N/A	N/A	\$
19	2	Disinfect 20-inch Diameter Production Well and Collect Coliform Samples	Lump Sum	N/A	N/A	\$
20	2	Disinfect 10-Inch Diameter Domestic Well and Collect Coliform Samples	Lump Sum	N/A	N/A	\$
21	2	PLC Programming	Lump Sum	N/A	N/A	\$
22	2	Trench Excavations – Safety Systems per RCW 39.04.180	Lump Sum	N/A	N/A	\$
23	2	Project Record Drawings (Minimum of 2% of Total Bid Price. See Section SR-7)	Lump Sum	N/A	N/A	\$
24	2	Demobilization (Minimum 5% of Total Bid Price)	Lump Sum	N/A	N/A	\$
<b>TOTAL BID PRICE</b>						\$

The Total Bid Price includes the cost of insurance and the Payment and Performance Bond required by Contract Documents but do not include Washington State and Local Taxes.

Bidder understands and agrees to the Insurance requirements of Section GC-18. Yes  No

Payment shall be made in accordance with Section GC-12. Payment shall be made by percentage of work completed satisfactorily based on the approved Schedule of Values.

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

Bidder has enclosed a Cashier's Check, Certified Check or Bid Bond in accordance with Instructions to Bidders Section 10. Yes  No

Bidder understands it is their responsibility to determine the locality of the work and to confirm the appropriate classification of work and most current version of the prevailing wage rates are utilized in the preparation of their Bid (see Section GC-17). Yes  No

Bidder shall complete all work in accordance with the requirements of Section SR-2. Yes  No   
**Please see Instructions to Bidders Section 7 for Bids that take exception to these requirements.**

Bidder understands and agrees to the Contractor Safety Requirements specified in these Contract Documents. Yes \_\_\_ No \_\_\_

**Please see Instructions to Bidders Section 7 for Bids that take exception to these requirements.**

**Bidder shall submit the names of Subcontractors who shall perform the HVAC, plumbing and electrical work, and structural steel and rebar installation, or name itself in the table below, or their Bid shall be rejected.** See Instructions to Bidders Section 8.A.

Name	Address	Phone	Type of Work	Percent of Bid
			HVAC	
			Plumbing	
			Electrical Work	
			Structural Steel Installation	
			Rebar Installation	

The Subcontractors listed below are proposed to be employed on other portions of the work. See Instructions to Bidders Section 8. If you require additional space to list Subcontractors, please attach a separate sheet.

Name	Address	Phone	Type of Work	Percent of Bid

Bidder has been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3). Yes \_\_\_ No \_\_\_ **MUST BE FILLED IN**

Bidder (full legal name):	
Street Address:	



Mailing Address:			
City, State, and Zip Code:			
Phone:			
Email:			
State Of Incorporation:		If not WA, does Bidder have a physical office located in the state of WA?	Yes __ No __ N/A __
<p>The District uses DocuSign to sign the final Contract Form following Contract Award. Please provide the following information for the person who will be signing the final Contract Form in the event you are the successful Bidder.</p> <p>Name: _____ Title: _____ Email: _____</p>			
Bidder Responsibility Criteria (see Instructions to Bidders Section 9)			
Contractor's License No. (RCW 18.27, RCW 18.106, RCW 70.87, or RCW 19.28)			
Washington State Unified Business Identifier (UBI) No. / Washington State Department of Revenue State Excise Tax No. (Title 82 RCW)			
Industrial Insurance L&I Account ID (Title 51 RCW)			
Washington State Employment Security Department No. (Title 50 RCW)			
Individual, Partnership, Joint Venture, or Corporation?			
If a co-partnership, provide the name of the firm under which business is transacted.			
<p>The Bidder hereby certifies that, within the three year period immediately preceding the date of this Bid solicitation, that the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.</p>			
<p>The Bidder hereby certifies that they have attended training from the department of labor and industries or a training program approved by the department of labor and industries relating to the requirements associated with public works and prevailing wage under chapter 39.04.350 RCW and chapter 39.12 RCW. Yes ___ No ___</p> <p>If no, are you on the Public Works Training Exemption List? Yes ___ No ___</p>			
<p>The Bidder hereby certifies that if awarded the public works Contract, each subcontractor, at the time of subcontract execution, shall meet the responsibility criteria listed in RCW 39.04.350(1) and possess an electrical contractor license, if required by RCW 19.28, an elevator contractor license, if required by RCW 70.87, or a plumbing contractor license, if required by RCW 18.106. Yes ___ No ___</p>			

We hereby certify that we are not required to have a Washington State UBI No. or State Excise Tax No. for this work.

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

Addendum Nos. (list all individually) \_\_\_\_\_ have been received and have been considered in preparing this Bid.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

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

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

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

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

**SUPPLEMENTAL BID FORM FOR ADDITIONAL TIME AND EQUIPMENT**

**These rates may not be used for any additional Time and Material Change Orders issued in accordance with Section GC-11 until rates are negotiated and approved by the District.**

**TIME**

All billing rates shall include payroll, payroll taxes, small tools and fringe benefits. Overtime Rate shall not exceed 150% of Straight Time Rate. District will reduce any rates exceeding limitations to the maximum allowed.

<b>Item No.</b>	<b>Description</b>	<b>Straight Time Hourly Rates</b>	<b>Overtime Hourly Rates</b>

**EQUIPMENT  
(Contractor owned)**

The equipment rates below shall include all costs of operation, including fuel, insurance, mileage and maintenance. This rate shall not exceed 80% of the Rental Rate Blue Book for Construction Equipment from EquipmentWatch (<http://www.equipmentwatch.com>). Payment shall be paid based on actual quantities of operation. Payment for standby time on rental equipment shall be negotiated. Equipment rates do not include an operator.

<b>Item No.</b>	<b>Description</b>	<b>Rate/Unit</b>	<b>Maximum Daily Rate</b>

**EXHIBIT "B" – BID BOND**

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

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

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

PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

**EXHIBIT “C” – CONTRACT FORM**

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

**WITNESSETH:**

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

1. **SCOPE OF WORK** - The Contractor agrees to furnish all, materials, equipment, machinery, tools, plant, labor, and transportation in the manner and form provided by the Contract Documents 430-12422 made a part hereof, entitled Carlton Acclimation Facility - New Wells Phase 2.
2. **COMPLETION** - The Contractor shall perform the work within the times required by the Contract Documents, failure to do so shall result in damage to the District. Liquidated damages for late completion of any work shall be applicable as provided in Section SR-2. Any such liquidated damages shall be deducted from any money due the Contractor. No excuse for failure to timely perform shall be recognized except as specified in Section GC-24.
3. **PAYMENT** - The District agrees to pay the Contractor for the work herein to be performed in the sum of \$ \_\_\_\_\_, subject to the Prompt Payment Discount provision (see Section GC-2), plus applicable Washington State Sales Tax in accordance with the Contract Documents.
4. **PAYMENT AND PERFORMANCE BOND** - The Contractor shall furnish in favor of the District, a Payment and Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Payment and Performance Bond has been tendered.

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

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"PRINCIPAL"

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

\_\_\_\_\_  
Signature

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

"SURETY"

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

\_\_\_\_\_  
Signature

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

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

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

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

**EXHIBIT "E" – CHANGE ORDER**

NO. \_\_\_\_

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

- A. Description of Change:
  
- B. Time of Completion: The revised completion date shall be \_\_\_\_\_. Liquidated damages, if any, shall be assessed based on the revised completion date.  
*OR*  
 The completion date shall remain \_\_\_\_\_.
  
- C. Contract Price Adjustment: As a result of this Change Order, the 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 Contract Price is \$\_\_\_\_\_, including changes incorporated by this Change Order.
  
- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

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

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

Name of Authorized Signature  
Title

Name of Authorized Signature  
Title

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

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



**EXHIBIT "F" – DISTRICT INSTRUCTIONS**

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

Contract No.:	430-12422	Drawing No. (if applicable):	
Project Name:			

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

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

INSTRUCTION:

Sample Only

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

RECEIPT ACKNOWLEDGED AND INSTRUCTION ACCEPTED (unless CCOP is attached):

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

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

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

Name of Authorized Signature  
Title

Name of Authorized Signature  
Title

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

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

- 3. An order to proceed with preparation and submittal of Contractor Change Order Proposal Form (CCOP, Exhibit "G") immediately for change affecting Contract Price or time for completion of the work.

SUBMIT AN ITEMIZED PROPOSAL for changes in the Contract Price or time for completion of the work if you believe Instruction 3 is a modification to the Contract Documents that affects Contract Price or time for completion of the work. Within three days, the Contractor must submit a CCOP or notify the District Representative, in writing, of the date on which the CCOP submission will be completed.

**EXHIBIT "G" – CONTRACTOR CHANGE ORDER PROPOSAL**

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

Contract No: 430-12422

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

Drawing No.: \_\_\_\_\_

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

- A. Description of Proposal: (attach separate document/pages/drawings, etc., as needed)
- B. Proposed Contract Time of Completion Adjustment: (if any)
  - 1. Describe impact of proposal on Contract time of completion or milestone(s) (attach separate pages, documents as needed).
  - 2. Provide reason/justification for any change to the Contract completion date or required milestone date(s) including a description of circumstances leading to the event that required this proposal (attach separate pages, documents as needed).
  - 3. Provide all supporting data that will be helpful to the District in evaluating the proposed schedule change (attach separate pages, documents as needed).
  - 4. Date event occurred (if applicable) that required this proposal as well as attaching a revised project schedule showing the impact (if any) of the proposed schedule change.
- C. Proposed Contract Price Adjustment: (if any)
  - 1. Indicate proposed increase/decrease to the Contract lump sum or Contract Price.
  - 2. For any proposed Contract Price adjustment, Contractor shall provide a detailed cost breakdown, including all labor categories, hours, rates, material quantities, and equipment hours and charges (attach separate pages, documents as needed).

\$ \_\_\_\_\_ (lump sum/not to exceed)
- D. Impact to project if this Proposal is not accepted: (if any)

Note: The District shall not be liable for any payment to Contractor, or any claims arising therefrom, for any proposal, until such time as a Change Order has been approved and authorized, in writing, by the District (if ever), in accordance with Contract Section GC-11. Contractor understands and agrees that any information contained herein is in no way binding on the District or is submitted only for the purpose of evaluation by the District.

Full Legal Name of Contractor

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

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

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

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

**EXHIBIT "H" – CERTIFICATE OF COMPLETION AND RELEASE**

FROM: \_\_\_\_\_  
(Contractor)

TO: Public Utility District No. 2 of Grant County, Washington  
(District)

Contract No. 430-12422, entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Between Public Utility District No. 2 of Grant County, Washington and  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ for

\_\_\_\_\_  
**Sample Only**  
\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the District to the Contractor under the Contract and duly approved Change Orders and modifications the balance of \$ \_\_\_\_\_.

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the District to the Contractor:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**(Itemize claims and amounts due - If none, so state)**

3. The undersigned further certifies that all work required under this Contract including work required under Change Orders numbered \_\_\_\_\_ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.

4. Except for the amounts stated under paragraphs 1 and 2, hereof, the undersigned has received from the District all sums of money payable to the undersigned under or pursuant to the above mentioned Contractor or any modification or change thereof.

Certificate of Completion and Release  
Page 2

5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the District from any and all claims arising under or by virtue of this Contract, except the amount listed in paragraph 2 hereof; provided however, that if for any reason the District does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but shall release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in paragraph 1, hereof, he shall release the District from any and all claims of any nature whatsoever arising out of said Contractor or modification thereof, and shall execute such further released or assurances as the District may request.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

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

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

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

**EXHIBIT "I" – COLLECTIVE BARGAINING AGREEMENT, SECTION 2.5**

2.5 Contracting and Job Security

2.5.1

The District shall make appropriate provisions in any agreement entered into with any building trades, electrical or mechanical contractor or subcontractor, for the furnishing of work to the District, that such contractor or subcontractor shall conform to the Contract provisions of Washington State law affecting Public Utility District at the time of the contract award, except that contracts let in accordance with Section 2.5.2 shall require adherence to current wage rates. The District shall require contractors to furnish the District with the rates of wages and other employee benefits.

2.5.2

For purposes of the preceding paragraph with respect to contracts for line and substation maintenance and construction, including pole testing and tree trimming, current and prevailing wage rates, employee benefits and working conditions shall be defined as the equivalent of those expressed through collective bargaining for the Union's construction membership. Verification of payment shall be furnished to the Union by way of Contractor certified payroll documents upon request. It is agreed by the parties hereto that this requirement can be fulfilled by the contractors having an agreement with Local 77.

2.5.3

Written notice shall be given to the Union prior to the start of pending contract work.

2.5.4

It is recognized by both the Union and the District that a stable total work force is desirable. To this end, the District shall not use contracting as a reason for reduction of force. In the case of lack of work because of automation or technological change, reductions shall be made by attrition when reassignment is not feasible. Employees so affected shall not lose their established pay rate.

**EXHIBIT “J” – BOND IN LIEU OF RETAINAGE**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Public Utility District No. 2 of Grant County, Washington (hereinafter “District”), and to any claimants eligible to file a lien or claim against monies retained by the District pursuant to RCW 60.28 (hereinafter collectively designated as “Obligees”), from monies earned by Principal in the sum stated below, to the payment of which, well and truly to be paid, we bind ourselves, or heirs, executors and successors jointly and severally, firmly by these presents.

The condition of the obligations is such that, whereas, the Principal and the District entered into a Contract for public improvement for \_\_\_\_\_ and, whereas, the Principal requested the District to accept this bond in lieu of all of the Contract retainage which the District would otherwise be required to withhold pursuant to Chapter 60.28 RCW; and whereas, the Principal has submitted to the District this bond executed by itself and the Surety, a corporation authorized to issue surety bonds in the State of Washington, in the penal sum of, \$ \_\_\_\_\_ lawful money of the United States of America, which is 5% of the Contract Price, and the Principal has requested the District, within 30 days of delivery of the bond to the District, to release the monies that would otherwise be retained; and the District has consented to permit Principal to file this bond in lieu hereof.

NOW, THEREFORE, if the Principal shall indemnify the Obligees from all loss which Obligees may suffer by virtue of the release of retainage to Principal on monies earned or to be earned, and shall pay any sum which Obligees may recover on their claims, together with costs of suit, reasonable legal fees, and interest to which the claimants may be entitled consistent with law and any claims, costs of suit and reasonable legal fees incurred by the District, then this obligation to be null and void, otherwise to be in full force and effect.

Provided: however, it is expressly understood and agreed:

1. This bond is given and accepted under and in accordance with the provisions of RCW 60.28 and is subject to all claims and liens and in the same manner and priority as set forth for retained percentages contained therein.
2. The laws of the State of Washington shall be applicable in the determination of the rights and obligations of the parties hereunder.
3. No right of action shall accrue upon or by reason hereof to, or for the use or benefit of anyone other than the Obligees herein identified.
4. The aggregate liability of the Surety under this bond for claims against this bond shall not exceed the penal sum of this bond unless change orders, changes in quantities of work or materials provided or other amendments to the Public improvement Contract increase the amount the District is required to retain, in which event the aggregate liability of the Surety shall increase by a sum equaling the increase in the Contract Price multiplied by 5%.
5. The Surety acknowledges that increases in Contract Price may occur as identified in the preceding paragraph. The Surety hereby waives any defense of lack of notice of said increases and the consequent increases in retainage released to the Principal against claims by the Obligees, or any of them.

- 6. In the event Principal fails at any time to pay persons protected under Washington law, RCW Chapter 60.28, or the District has reason to believe that the District or other Obligee has a claim against the retainage or for other good cause, the District claim against the retainage may, at its option, resume retaining from monies earned by Principal such amount as it would otherwise be entitled to retain had this bond not been accepted. Notwithstanding the District’s resuming such retainage, this bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Principal. After Principal has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to this agreement. Notwithstanding any action the District may take pursuant to this section, Surety shall remain liable as set forth above. It shall be no defense, by Surety or Principal, against any claim under this bond that the District should have resumed retaining monies.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“PRINCIPAL”

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Attorney in Fact

"SURETY"

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Attorney in Fact

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

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

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

**EXHIBIT “K” – NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date of Award: \_\_\_\_\_

You are hereby notified to commence work on the above referenced project on or before \_\_\_\_\_, 20\_\_, and you are to complete the work per the requirements of SR-2. All required work, including labor and specified materials, shall be in full compliance with the terms and conditions contained in the Contract Documents referenced above, which are herein incorporated by this reference.

**Sample Only**

Public Utility District No. 2  
of Grant County, Washington

BY: \_\_\_\_\_

Deanne Pavlik-Kunkel  
District Representative

DATE: \_\_\_\_\_



**EXHIBIT “L” – AUTHORIZATION FOR ADDITIONAL TIME AND EQUIPMENT**

In accordance with Section SR-12, the Contractor agrees to add the following billing rates, which were not included in the Supplemental Bid Form for Additional Time and Equipment. These rates may not be used for any additional Time and Material Change Orders issued in accordance with Section GC-11 until rates are negotiated and approved by the District.

**TIME**

All billing rates shall include payroll, payroll taxes, small tools and fringe benefits. Overtime Rate shall not exceed 150% of Straight Time Rate. District will reduce any rates exceeding limitations to the maximum allowed.

Item No.	Description	Straight Time Hourly Rates	Overtime Hourly Rates

**EQUIPMENT  
(Contractor owned)**

The equipment rates below shall include all costs of operation, including fuel, insurance, mileage and maintenance. This rate shall not exceed 80% of the Rental Rate Blue Book for Construction Equipment from EquipmentWatch (<http://www.equipmentwatch.com>). Payment shall be paid based on actual quantities of operation. Payment for standby time on rental equipment shall be negotiated. Equipment rates do not include an operator.

Item No.	Description	Rate/Unit	Maximum Daily Rate

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

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

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

Name of Authorized Signature  
Title

Name of Authorized Signature  
Title

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

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

**EXHIBIT “M” - CONTRACT DRAWINGS OR DOCUMENTS**

The Contract Drawings will be posted as a separate document on the District’s ProcureWare website. The following drawings are included in the furnished file:

<b>DWG. NO.</b>	<b>DRAWING TITLE</b>	
CA-WD-G01-0	Cover Sheet, Vicinity Map and Drawing Index	
CA-WD-G02-0	General Notes and Abbreviations	
CA-WD-C01-0	Civil Site Plan and Well Locations	
CA-WD-C02-0	Civil Enlarged Site Plans	
CA-WD-C03-0	Civil Sections and Details	
CA-WD-S01-0	Foundation Plan and Sections	
CA-WD-S02-0	Foundation Section and Details	
CA-WD-S03-0	Well Building Elevations	
CA-WD-S04-0	Well Building Framing	
CA-WD-S05-0	Well Building Framing Details	
CA-WD-S06-0	Structural Roof Support	Plan, Sections and Details
CA-WD-S07-0	Lifting Frame	
CA-WD-M01-0	Mechanical Floor Plans	Domestic Well
CA-WD-M02-0	Mechanical Floor Plan and Sections	Domestic Well
CA-WD-M03-0	Mechanical Sections and Schedule	Domestic Well
CA-WD-M04-0	Mechanical Well Sections	Domestic Well
CA-WD-M05-0	Mechanical Below Floor Plan and Section	Production Well
CA-WD-M06-0	Mechanical Above Floor Plan	Production Well
CA-WD-M07-0	Mechanical Sections and Details	Production Well
CA-WD-M08-0	Mechanical Building	HVAC and Piping Plans Production Well
CA-WD-M09-0	Mechanical Building	Sections Production Well
CA-WD-M10-0	Mechanical Schedules	
CA-WD-M11-0	Sequence of Operations	Domestic and Production Well Pumps
CA-WD-M12-0	Eyewash / Shower Piping Plan	and Details
CA-WD-E01-0	Electrical Site Plan	
CA-WD-E02-0	Electrical Floor Plan	
CA-WD-E03-0	Electrical	Well Building Electrical Plan
CA-WD-E04-0	Electrical One Line Diagram	
CA-WD-E05-0	Electrical Details 1	
CA-WD-E06-0	Electrical Details 2	
CA-WD-E07-0	Electrical Schedules	
CA-WD-E08-0	Control Diagrams 1	
CA-WD-E09-0	Control Diagrams 2	

**EXHIBIT “N” - PROJECT REFERENCE DOCUMENTS**

The Project Reference Documents will be posted as separate documents on the District’s ProcureWare website. The following documents are provided:

430-12422 Exhibit N, Part 1 of 3	Reference Drawings, Geotechnical Report, Well Drilling & Testing Reports, Well Water Loop Submittal
430-12422 Exhibit N, Part 2 of 3	Reference Photos (Previous Construction)
430-12422 Exhibit N, Part 3 of 3	Reference Photos Continued (Previous Construction)

**EXHIBIT “O” – CONTRACTOR SAFETY REQUEST FOR INFORMATION**



# Contractor Safety Request for Info

<b>Contractor Company Name:</b>		<b>Prepared By:</b>	
<b>Address:</b>		<b>Title:</b>	
		<b>Phone #:</b>	
		<b>Date:</b>	

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 = $\frac{\text{NO. OF RECORDABLE INJURIES} \times 200,000}{\text{TOTAL HOURS FOR YEAR}}$			

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

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

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

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

Does your company have a written HSE program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, attach a copy or a summary of your program, including HSE policy you may have.		
Have an orientation program for new hires?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have training program for newly hired/promoted foremen and supervisors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you hold workplace HSE meetings for supervisors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, how often? <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> As Needed		
Do you hold employee “toolbox” HSE meetings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, how often? <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> As Needed		
Do you conduct pre-task HSE planning meetings with employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, briefly describe the program format and/or attach a copy.		
Do you conduct workplace HSE inspections?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, who conducts this inspection?		
How often? <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> As Needed		

Is the company a member of any external HSE program that awards certificates of recognition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	------------------------------	-----------------------------

If yes, list certificates of recognition your company has received within the past 3 years:

Indicate elements included in your overall HSE program	HSE Program	New Hire Training	Supervisor/Foreman Training
Corporate HSE Policy			
HSE Workplace Committee			
HSE Inspections and Audits			
Personal Protective Equipment			
Hazard Assessment and Communication			
Task Assignment Training			
Respiratory Protection			
Fall Protection			
Scaffolding and Ladders			
Perimeter Guarding			
Housekeeping			
Fire Protection/Prevention			
First- Aid Procedures/Facilities			
Emergency Procedures			
Toxic Substances/Hazard Communication			
Trenching and Excavation			
Signs, Barricades, and Flagging			
Electrical Safety			
Rigging and Crane Safety			
Safe Work Practices			
Safety Supervision			
Toolbox/Workplace HSE Meetings			
Incident Investigation/Reporting			
Abrasive Blasting Safety			
Substance Abuse			
Vehicle Safety			
Use of Compressed Gas Cylinders			
Welding/Cutting			
Medical Evaluation			

	Blood borne Pathogens			
	Employee Discipline			
	High-Pressure Water Cleaning			
	Hot Taps			
	Noise/Hearing Conservation			
	Heat/Cold stress			
	Incentives/Awards for HSE Achievements			
	Spill Prevention/Response			
	Dust Suppression			
	Wastewater/Storm Water Management			
	Hazardous Waste and Solid Waste Management			
	Equipment Emissions			
	Wetlands/Sensitive Habitats			

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

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

**REVIEW/APPROVAL SIGNATURES**  
GRANT PUD USE ONLY

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

**COMMERCIAL EVALUATION**

<b>Contract No.:</b>	430-12422	<b>Contract Title:</b>	Carlton Acclimation Facility – New Wells Phase 2
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<b>Bid Opening Date</b>		10/31/2024	
<b>Total No. of Bidders:</b>		1	
<b>Was prequalification required for bidding?</b>		No	
<b>No. of potential Bidders who obtained the Bid documents:</b>		108	
<b>Was this Bid advertised in the newspaper?</b>	Yes	<b>If yes, where?</b>	CBH, Spokesman
<b>Addenda issued?</b>	Yes	<b>If yes, how many</b>	3

Additional Information

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<b>Cost Estimate:</b>	<b>\$1,782,000.00</b>
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**Bidders**

<b>Name of Bidder:</b>	BOSS Construction, Inc.		
<b>Total Bid Price:</b>	\$1,977,200.00	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	NA	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Yes

Additional Information:

--

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

Additional Information:

--



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

Additional Information:

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

Additional Information:

# For Commission Review – 11/26/2024

## RESOLUTION NO. XXXX

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 130-12514H, FOR  
LARSON – STRATFORD 115kV RELOCATION CONSTRUCTION

### Recitals

1. Bids were publicly opened on October 31, 2024 for Contract 130-12514H, for Larson – Stratford 115kV Relocation Construction;
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD’s staff;
  - Potelco, Inc - \$1,349,774.94
  - Riverline Power - \$1,609,000.00
  - Henkels and McCoy - \$1,890,675.07
  - Sturgeon Electric - \$1,949,742.50
  - Michaels Power - \$2,181,575.84
  - Palouse Power - \$2,376,447.84
  - DJ Electrical - \$2,738,737.00
3. The low bid, submitted by Potelco, Inc. is both commercially and technically compliant with Grant PUD’s contract requirements;
4. The bid is less than the Engineer’s Estimate of \$7,500,000.00; and
5. Grant PUD’s Managing Director of Power Delivery and Senior Manager of EPMO concur with staff and recommend award to Potelco, Inc. as the lowest responsible and best bid based on Grant PUD’s plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager is authorized to enter into a contract, Contract 130-12514H, for Larson – Stratford 115kV Relocation Construction with Potelco, Inc. of Sumner, WA in the amount of \$1,349,774.94 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 10<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

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Commissioner

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Commissioner

**MEMORANDUM**

**November 14, 2024**

**TO:** Rich Wallen, General Manager/Chief Executive Officer

**VIA:** Jeff Grizzel, Chief Operating Officer  
Julie Pyper, Chief Administrative Officer  
Ron Alexander, Managing Director Power Delivery *(see email)*  
Aaron Kuntz, Senior Manager EPMO *(see email)*  
Travis Wisner, Manager EPMO Power Delivery *(see email)*

**FROM:** Tyler Delong, Line Office Supervisor *(see email)*

**SUBJECT:** Award of Contract 130-12514H, Larson - Stratford 115kv Relocation Construction

**Purpose:** To request Commission approval to award Contract 130-12514H to Potelco, Inc. in the amount of \$1,349,774.94.

**Discussion:**

Grant County Public Works plans to widen a portion of Stratford Road which will require GCPUD to relocate existing transmission and distribution infrastructure outside of their project area prior to the March 2025 construction date. GCPUD acquired the existing Transmission Line from Avista, and new easements were required to relocate the transmission line out of the Grant County right of way. The new transmission segment has been designed to support one circuit of transmission, double circuit of distribution, one new fiber line and provisions for a second fiber line. This project will increase the safety of the District’s infrastructure and enhance performance by upgrading the conductor along the affected area. Currently, this line is used to wheel power for Avista’s Stratford substation and feed power to the District’s own Round Lake Substation. Contract 130-12514H is a labor contract for the Larson - Stratford 115kv Relocation Project, and all work is to be completed by March 3<sup>rd</sup>, 2025.

The District opened bids on October 31<sup>st</sup>, 2024, at 3:00 PM. The following seven contractors submitted bids:

Bidder	Bid Amount
Potelco, Inc.	\$1,349,774.94
Riverline	\$1,609,000.00
Henkels and McCoy	\$1,890,675.07
Sturgeon	\$1,949,742.50
Michaels	\$2,181,575.84
Palouse Power, LLC	\$2,376,447.84
DJ Electrical	\$2,738,737.00

Staff evaluated bids for commercial and technical compliance. Potelco, Inc. is the low compliant bidder.

**Justification:**

The relocation of this infrastructure is required per the existing franchise agreement with Grant County. The contract approval is urgent because this work must be completed prior to irrigation season starting in 2025 which coincides with the Grant County Public Works road construction project schedule. The added benefits of the relocation and new design includes preventing future relocation by the GCPUD by locating the line within GCPUD easements, increased infrastructure safety, increased transmission capacity, and increased fiber availability. This work may only take place outside of irrigation season which is why this work must be completed by March 2025.

**Financial Considerations:**

District staff concluded that the Contract Price is fair and reasonable based upon the scope of work and bid price of \$1,349,774.94. This work is necessary to support a good partnership with Grant County Public Works who have secured funding to complete their road work expansion by the end of 2025.

The Initiative ID is IN412. Cost will be charged to project ID 103697. The Cost Center for the project is EC4100.

**Recommendation:** Commission approval to award Contract 130-12514H to Potelco, Inc. to rebuild the Larson-Stratford 115KV Transmission Line for the not to exceed Contract Price of \$1,349,774.94.

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

**From:** [Austin Walker](#)  
**To:** [Nicona Butler](#)  
**Cc:** [Lucy Arrington](#)  
**Subject:** FW: Lar-Strat Contract 130-12514H - Commission Memo - Review/Approval  
**Date:** Thursday, November 7, 2024 4:16:20 PM  
**Attachments:** [image001.png](#)

---

Hey Nicona,

Below is Tyler's approval on the memo. There have been no proposed changes from Tyler or Ron. I have pinged Aaron and Travis to see if they might be able to respond today. I will watch my email tomorrow in case they respond to me directly.

Best,

**Austin Walker**

**Project Coordinator**

*EPMO - Power Delivery*

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



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

---

**From:** Tyler DeLong <[Tdelong@gcpud.org](mailto:Tdelong@gcpud.org)>  
**Sent:** Thursday, November 7, 2024 9:51 AM  
**To:** Austin Walker <[awalker@gcpud.org](mailto:awalker@gcpud.org)>  
**Subject:** RE: Lar-Strat Contract 130-12514H - Commission Memo - Review/Approval

Thank you Austin.  
I approve.

Tyler DeLong

---


**From:** Austin Walker <[awalker@gcpud.org](mailto:awalker@gcpud.org)>  
**Sent:** Thursday, November 7, 2024 9:27 AM  
**To:** Tyler DeLong <[Tdelong@gcpud.org](mailto:Tdelong@gcpud.org)>; Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>; Aaron Kuntz <[Akuntz@gcpud.org](mailto:Akuntz@gcpud.org)>; Travis Wiser <[Twiser@gcpud.org](mailto:Twiser@gcpud.org)>  
**Cc:** Lucy Arrington <[larrington@gcpud.org](mailto:larrington@gcpud.org)>; Nicona Butler <[Nbutler@gcpud.org](mailto:Nbutler@gcpud.org)>  
**Subject:** Lar-Strat Contract 130-12514H - Commission Memo - Review/Approval  
**Importance:** High

Good Morning,

This email is to request your review and approval of the Commission Memo to award the Lar-Strat Labor Contract #130-12514H – see link below. Your review and approval are required for Procurement to compile the Commission Packet, which drives a Procurement/Legal review of the packet before it can be submitted. Packet Submission deadline is 11/14/24 for the 11/29/24 Commission Meeting.

When proposing any changes in the document, please ensure “Track Changes” remains on. If you approve of the document, please respond “I approve” to this email.

Please let me know if you have any questions or concerns.

 [130-12514H - Commission Memo - LAR-STRAT Relocation - REV 2.docx](#)

Best,

**Austin Walker**

**Project Coordinator**

*EPMO - Power Delivery*

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



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

**From:** [Travis Wiser](#)  
**To:** [Austin Walker](#); [Tyler DeLong](#); [Ron Alexander](#); [Aaron Kuntz](#)  
**Cc:** [Lucy Arrington](#); [Nicona Butler](#)  
**Subject:** Re: Lar-Strat Contract 130-12514H - Commission Memo - Review/Approval  
**Date:** Friday, November 8, 2024 9:40:37 AM  
**Attachments:** [image001.png](#)  
[image002.jpg](#)

---

I approve with change made by Aaron K.

Travis Wiser

---


**From:** Austin Walker <[awalker@gcpud.org](mailto:awalker@gcpud.org)>  
**Sent:** Thursday, November 7, 2024 9:26 AM  
**To:** Tyler DeLong <[Tdelong@gcpud.org](mailto:Tdelong@gcpud.org)>; Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>; Aaron Kuntz <[Akuntz@gcpud.org](mailto:Akuntz@gcpud.org)>; Travis Wiser <[Twiser@gcpud.org](mailto:Twiser@gcpud.org)>  
**Cc:** Lucy Arrington <[larrington@gcpud.org](mailto:larrington@gcpud.org)>; Nicona Butler <[Nbutler@gcpud.org](mailto:Nbutler@gcpud.org)>  
**Subject:** Lar-Strat Contract 130-12514H - Commission Memo - Review/Approval

Good Morning,

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Please let me know if you have any questions or concerns.

 [130-12514H - Commission Memo - LAR-STRAT Relocation - REV 2.docx](#)

Best,

**Austin Walker**

**Project Coordinator**

*EPMO - Power Delivery*

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



**grantpud.org**



**From:** [Aaron Kuntz](#)  
**To:** [Travis Wiser](#); [Austin Walker](#); [Tyler Delong](#); [Ron Alexander](#)  
**Cc:** [Lucy Arrington](#); [Nicona Butler](#)  
**Subject:** RE: Lar-Strat Contract 130-12514H - Commission Memo - Review/Approval  
**Date:** Friday, November 8, 2024 10:53:03 AM  
**Attachments:** [image001.png](#)

---

I approve

---

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

---

**From:** Travis Wiser <Twiser@gcpud.org>  
**Sent:** Friday, November 8, 2024 9:40 AM  
**To:** Austin Walker <awalker@gcpud.org>; Tyler Delong <Tdelong@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Aaron Kuntz <Akuntz@gcpud.org>  
**Cc:** Lucy Arrington <larrington@gcpud.org>; Nicona Butler <Nbutler@gcpud.org>  
**Subject:** Re: Lar-Strat Contract 130-12514H - Commission Memo - Review/Approval

I approve with change made by Aaron K.

Travis Wiser

---

**From:** Austin Walker <[awalker@gcpud.org](mailto:awalker@gcpud.org)>  
**Sent:** Thursday, November 7, 2024 9:26 AM  
**To:** Tyler Delong <[Tdelong@gcpud.org](mailto:Tdelong@gcpud.org)>; Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>; Aaron Kuntz <[Akuntz@gcpud.org](mailto:Akuntz@gcpud.org)>; Travis Wiser <[Twiser@gcpud.org](mailto:Twiser@gcpud.org)>  
**Cc:** Lucy Arrington <[larrington@gcpud.org](mailto:larrington@gcpud.org)>; Nicona Butler <[Nbutler@gcpud.org](mailto:Nbutler@gcpud.org)>  
**Subject:** Lar-Strat Contract 130-12514H - Commission Memo - Review/Approval

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Please let me know if you have any questions or concerns.

 [130-12514H - Commission Memo - LAR-STRAT Relocation - REV 2.docx](#)

**From:** [Ron Alexander](#)  
**To:** [Austin Walker](#); [Tyler DeLong](#); [Aaron Kuntz](#); [Travis Wiser](#)  
**Cc:** [Lucy Arrington](#); [Nicona Butler](#)  
**Subject:** RE: Lar-Strat Contract 130-12514H - Commission Memo - Review/Approval  
**Date:** Thursday, November 7, 2024 2:56:26 PM  
**Attachments:** [image001.png](#)

---

I approve.

---


**From:** Austin Walker <[awalker@gcpud.org](mailto:awalker@gcpud.org)>  
**Sent:** Thursday, November 7, 2024 9:27 AM  
**To:** Tyler DeLong <[Tdelong@gcpud.org](mailto:Tdelong@gcpud.org)>; Ron Alexander <[ralexander@gcpud.org](mailto:ralexander@gcpud.org)>; Aaron Kuntz <[Akuntz@gcpud.org](mailto:Akuntz@gcpud.org)>; Travis Wiser <[Twiser@gcpud.org](mailto:Twiser@gcpud.org)>  
**Cc:** Lucy Arrington <[larrington@gcpud.org](mailto:larrington@gcpud.org)>; Nicona Butler <[Nbutler@gcpud.org](mailto:Nbutler@gcpud.org)>  
**Subject:** Lar-Strat Contract 130-12514H - Commission Memo - Review/Approval  
**Importance:** High

Good Morning,

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When proposing any changes in the document, please ensure “Track Changes” remains on. If you approve of the document, please respond “I approve” to this email.

Please let me know if you have any questions or concerns.

 [130-12514H - Commission Memo - LAR-STRAT Relocation - REV 2.docx](#)

Best,

**Austin Walker**

**Project Coordinator**

*EPMO - Power Delivery*

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



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

Contract Documents 130-12514H  
Larson - Stratford 115kv Relocation Construction

for

Public Utility District No. 2  
of Grant County, Washington

Bid Due Date: October 31, 2024

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## INSTRUCTIONS TO BIDDERS

### 1. SUBMISSION OF BID

Sealed Bids shall be received by Public Utility District No. 2 of Grant County, Washington at the District's contracting offices at 154 A Street SE Building E, Ephrata, Washington no later than 2:00 p.m. on October 31, 2024 for Larson - Stratford 115kV Relocation Construction as specified in Contract Documents 130-12514H. Bids received after that time shall be rejected as non-responsive. **Bid opening shall follow the Bid submittal deadline via Microsoft Teams video conference. The video conference will be the only manner by which the public can participate in the Bid opening. To participate in the Bid opening, please join the Teams meeting below:**

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 249 638 973 193

Passcode: eqCr7H

**Dial in by phone**

[+1 509-703-5291,,885945303#](#) United States, Spokane

[Find a local number](#)

Phone conference ID: 885 945 303#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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

Nicona Butler, Procurement Officer  
Public Utility District No. 2  
of Grant County, Washington  
154 A Street SE Building E  
Ephrata, Washington 98823

Phone: (509) 906-6933  
E-mail: Nbutler@gcpud.org

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

Contract Documents: 130-12514H  
Bid for: Larson - Stratford 115kV Relocation Construction  
Bid opening: October 31, 2024 at 3:00 PM

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

**Apprenticeship utilization requirements, as referred to throughout the Contract Documents, shall only be applicable if the Engineer's estimate provided at the time of Bid opening is for \$2,000,000 or greater and this Contract is awarded on or after July 1, 2024.**

2. COMPLIANCE WITH BIDDING DOCUMENTS/BIDDER'S EXCEPTIONS

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

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

3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS

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

4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS

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

5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID

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

6. BID DELIVERY RESPONSIBILITY

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



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

7. BID EVALUATION

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

- A. Total Bid Price.
- B. Bidder's Data (See Instruction No. 8 which follows). **NOTE: Any sealed Bid which does not contain all Bidder's Data indicated in Section 8 as "required" shall be rejected.**
- C. All Bidders shall attend a mandatory site inspection in accordance with Instructions to Bidders Section 16. **Those Bidders not represented shall not be allowed to bid on this Contract.**
- D. Bidder's compliance with the requirements of Section SR-2. **Bids that take exception to these requirements shall be rejected.**
- E. Bidder's compliance with the Contractor Safety Requirements specified in these Contract Documents. **Bids that take exception to these requirements shall be rejected.**
- F. All elements or factors which shall affect the final cost to or benefits to be derived by the District, which may include, but not be limited to:
  - 1. The ability, capacity, and skill of the Bidder to perform the Contract or provide the services required;
  - 2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
  - 3. Whether the Bidder can perform the Contract within the time specified;
  - 4. The quality of performance of previous contracts or services;
  - 5. The previous and existing compliance by the Bidder with laws relating to the Contract or services; and
  - 6. Whether, within the three year period immediately preceding the date of this Bid solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

8. BIDDER'S DATA/SUBMITTALS

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

- A. **REQUIRED or Bid shall be rejected.** Bidder shall submit on the Bid Form the names of Subcontractors who shall perform the HVAC (heating, ventilation, and air conditioning), plumbing and electrical work, and structural steel and rebar installation, or name itself.
- B. **REQUIRED or Bid shall be rejected.** Bidder shall submit on the Bid Form the names of any Subcontractors proposed to perform work under this Contract. Bidder shall attach experience and qualifications of Subcontractors with Bid Form.

The Contractor may subcontract or sublet only such part or parts of the work covered by the Contract Documents as the District may approve. In no event shall Contractor subcontract more than 50% of the work. Subcontractors solely for the convenience or profit of the Contractor may not be approved if, as determined by the District, they would have an adverse effect upon the job. The District shall be the sole judge of such effect. The District reserves the right to refuse any person or organization (Subcontractor) to participate in the work covered by this Contract Document. Contractor shall bind every Subcontractor to, and every Subcontractor must agree to be bound by the terms of the Contract Documents, as far as applicable to the Subcontractor's work. No subcontract shall relieve the Contractor of their responsibilities and the Contractor agrees that they are fully responsible to the District for the acts and omissions of their Subcontractors and of persons employed either directly or indirectly by them. Upon request, the Contractor shall supply the District Representative with two copies of all subcontracts. Nothing contained in the Contract shall create any contractual relationship between any Subcontractor and the District.

- C. Statement of experience. Each Bidder shall submit a detailed description of the Bidder's previous experience in transmission line construction. The Bidder shall include sufficient facts regarding their technical and business organization to enable the District to make an informed decision relating to the qualification of the Bidder to perform the specific work called for in this Contract Document. The Bidder shall have a minimum of five years' experience in successful completion of work similar to that which is set forth in these Contract Documents. Additional experience requirements may be included in the Technical Specifications or elsewhere in these Contract Documents for specific portions of the work. Contractor shall ensure compliance with all such requirements. If any proposed Subcontractors shall be used to meet the Contractor's experience requirements specified in this section, the Subcontractor's experience shall be provided.
- D. Bidder shall submit a list of major equipment proposed by Bidder for use in the installation work.
- E. Name(s) of proposed person(s) providing on-site supervision for this Contract work and their employment status with the Bidder.
- F. Name(s) and statement of experience of the person(s) that the Bidder proposes to use to perform the erosion control lead during the Contract work.
- G. Name and credentials of the person that the Bidder proposes to use as the designated safety representative during the Contract work in accordance with Section CS-2.I.
- H. Construction Plan of Operations:

1. Report shall include construction schedule by pertinent phases, crew assignments, field personnel organization, and proposed subcontractor's assignments assuming the Notice to Proceed is issued the week of November 29, 2024.
  2. Construction schedule shall include sequence and dates of each major planned operation, required manpower and equipment assignments, construction methods, and Contractor Furnished Material (CFM) delivery dates.
  3. Field personnel organization shall include crew sizes by position, names and experience of supervisory personnel, and crew work-week in hours per day and days per week.
  4. Subcontractor assignments shall include names and experience, subcontracted work, and estimated cost.
- I. Bidder shall provide safety record information for the past three years, consistent with the Contractor Safety Request for Information Form, attached hereto as Exhibit "L".
  - J. Bidder shall provide an Apprentice Utilization Plan on the form provided as Exhibit "W" and in accordance with RCW 39.04.310(2).

9. **BIDDER RESPONSIBILITY CRITERIA**

Before Contract Award, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a public works project in accordance with RCW 39.04.350:

- A. At the time of Bid submittal, the Bidder must have a certificate of registration in compliance with RCW 18.27, a plumbing contractor license in compliance with RCW 18.106, an elevator contractor license in compliance with RCW 70.87, or an electrical contractor license in compliance with RCW 19.28;
- B. Have a current Washington State Unified Business Identifier (UBI) number;
- C. If applicable, have Industrial Insurance (worker's compensation) coverage for the Bidder's employees working in Washington State as required in Title 51 RCW;
- D. If applicable, have an Employment Security Department number as required in Title 50 RCW;
- E. If applicable, have a Washington State Department of Revenue state excise tax registration number as required in Title 82 RCW; and
- F. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- G. Within the three- year period immediately preceding the date of this Bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

- H. Have attended training from the department of labor and industries or a training program approved by the department of labor and industries relating to the requirements associated with public works and prevailing wage under chapter 39.04.350 RCW and chapter 39.12 RCW.
- I. For the one-year period immediately preceding the date of the Bid solicitation, not have been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW.

The Bidder may be required by the District to submit documentation demonstrating compliance with these criteria.

10. **BID BOND**

Each Bid shall be accompanied by a certified or cashier's check payable to the order of Public Utility District No. 2 of Grant County, Washington for a sum not less than 5% of the amount of the Total Bid Price, or accompanied by a Bid Bond on the form provided as Exhibit "B", in an amount not less than 5% of the Total Bid Price with a corporate surety licensed to do business in the State of Washington, conditioned that the Bidder shall pay the District as liquidated damages the amount specified in the bond, unless Bidder enters into a Contract in accordance with their Bid and furnishes the Payment and Performance Bond hereinafter mentioned within 10 days from Contract Award. If a Bid is rejected, or if a Bid is accepted and a Contract Form executed, any check shall be returned in each instance within a period of 10 days to the Bidder furnishing the same. If the Bid is one of the three low Bids, such check or bond shall be held by the District until Contract Documents are fully executed by the District and successful Bidder and the Payment and Performance Bond provided per Section 12. If a Bid Bond was provided, 30 days following this period, the original Bid Bond shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. The Bidder's failure to submit its Bid Bond on the form attached to the Contract Documents, or a certified or cashier's check in accordance with this section shall result in rejection of the Bid.

11. **REFUSAL TO EXECUTE CONTRACT**

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

12. **PAYMENT AND PERFORMANCE BOND**

To assure compliance with the terms of the Contract Documents, the Contractor shall furnish a Payment and Performance Bond in an amount equal to 100% of the amount of the Contract Price, excluding Washington State Sales Tax, with surety or sureties who are acceptable to the District. This Payment and Performance Bond shall remain in force for a period of 365 days after Final Acceptance. Thirty days following this expiration, the original Payment and Performance Bond shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. The Payment and Performance Bond must be on the form provided with these Contract Documents as Exhibit "D". The cost of the Payment and Performance Bond shall be included in the Total Bid Price.

13. WAIVE MINOR ERRORS

The District reserves the right to waive minor errors or irregularities in any Bid if it appears to the District that such errors or irregularities in any Bid were made through inadvertence and are not material. Any errors or irregularities so waived must be corrected on the Bid on which they occur prior to the execution of any Contract Form which may be awarded thereon. No Bidder may withdraw their Bid after the hour set for the opening thereof, unless and until Contract Award has been delayed for a period exceeding 60 days after the date of Bid opening.

14. DISTRICT'S RIGHT TO REJECT BIDS

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

15. PUBLIC RECORDS ACT

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

16. MANDATORY SITE INSPECTION

Mandatory site inspection for all prospective Bidders is scheduled for October 22, 2024 at 10:00 AM beginning in the Lunchroom at the Ephrata Service Center, located at 154 A St, SE, Building D Ephrata WA. 98823, immediately followed by a meeting to the site, located at the intersection of Rd. 20 NE and Stratford Rd. NE, Moses Lake WA. 98837 (see Latitude and Longitude in the table below). Arrangements will be made by the District to allow prospective Bidders access to the site for the purpose of making preliminary inspections. Availability of and access to the site is otherwise limited; therefore the Bidders are advised to plan their inspections and preliminary measurements for the date specified above.

Latitude	Longitude
47.380782	-119.277096

The Bidder shall satisfy itself concerning the nature and the location of the work, the general and local conditions, particularly those affecting transportation, disposal, handling and storage of materials, availability of labor and applicable wage rates, water and electric power, roads, climate conditions and seasons, and physical conditions at the actual work site and project area as a whole, the equipment and facilities needed preliminary to and during work prosecution, and all other matters which can in any way affect the work or the cost thereof. Failure of the Bidder to acquaint itself with all available information regarding any applicable condition shall not relieve the Bidder of the responsibility for properly estimating both the difficulties and the costs of successfully performing the work.

For questions related to site inspection, or for directions, contact the District Representative, Tyler Delong, by calling (509) 754-1806.

17. QUALIFICATION OF BIDDERS

All Bidders shall be District prequalified Contractors as required by RCW 54.04.085.

18. CONTRACT DOCUMENTS

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

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

19. BIDDER QUESTIONS OR CLARIFICATIONS

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

## GENERAL CONDITIONS

### GC-1. FORM OF CONTRACT

The form of the Contract shall be lump sum type.

### GC-2. DEFINITIONS

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

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

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

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

“**BID ITEM PRICE**” - The price of each Bid Item.

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

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

“**CONTRACT AWARD**” - Contract Award is defined as the date the successful Bidder is first notified in writing that the District has accepted the Contractor's Bid. Contract Award, if any, shall be made within 60 days after the date of Bid opening.

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

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

“**CONTRACTOR**” - The successful Bidder who is awarded the Contract to perform the work covered by these Contract Documents.

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

“**DISTRICT REPRESENTATIVE**” - The employee designated by the District as its representative during the progress of the work.

“**FINAL ACCEPTANCE**” - Acceptance of the work by the District in writing. Final Acceptance shall not constitute an acceptance by the District of any work performed or goods supplied which are not in strict compliance with the Contract Documents.

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

“SUBCONTRACTOR” - A contractor hired by the Contractor to perform a portion of the work covered by these Contract Documents.

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

GC-3. SUSPENSION OF WORK/TERMINATION OTHER THAN FOR DEFAULT

The District may, at its sole option, by notice in writing to the Contractor suspend or terminate at any time the performance of all or any portion of work to be performed under the Contract. Upon such notice of suspension or termination of work, the District shall designate the amount and type of plant, labor, and equipment to be committed to the work site during the period of suspension or termination. The Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension or termination.

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



part of the Contractor for time or compensation shall be made within 10 days after receipt of notice to resume work and the Contractor shall submit a revised project schedule for review.

- D. Upon delivery of a written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of any such notice, the Contractor shall take all appropriate steps in part A of this Section GC-3.

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

If such termination is effected after Contract Award but prior to the District issuing Notice to Proceed to the Contractor, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor in the preparation of its Bid plus 15% of such costs. If such termination is effected after the District has issued Notice to Proceed and the Contractor has commenced performance hereunder, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor as determined by the physical progress of the work satisfactorily completed to date of such termination evaluated against the approved Schedule of Values plus costs of removing equipment and materials and otherwise demobilizing, plus 10% of the sum of all such costs; provided, said payment shall not in any event exceed the Contract Price hereunder. The payment of the District shall constitute full and complete satisfaction and settlement for the Contractor's overhead, anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever. The Contractor shall be entitled to no further payments whatsoever for the work. Amounts retained and accumulated under RCW Chapter 60.28 shall be held and disbursed as provided therein.

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

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

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

- A. Acts of Default

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

- B. Consequences of Default

In the event of default, the District may immediately, without limiting any other remedy available to it in law or equity, withhold any amount otherwise due under the Contract. The District shall provide written notice of default. In the event the default can be cured, and Contractor fails to correct the default within 10 days after written notice of default, the

District may terminate the Contractor's right to proceed with all or any portion of the work. The District's right to liquidated damages shall not in any manner limit any other remedy available to the District, including but not limited to, the District's right to terminate the Contractor's right to proceed.

C. Noncompliance

The Contractor shall, upon receipt of written notice of noncompliance with any provision of this Contract and the action to be taken, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or its representative at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to comply promptly, the District Representative may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work shall be issued. No part of the time lost due to any such suspension order shall entitle the Contractor to any extension of time for the performance of the Contract or to reimbursement for excess costs or damages.

GC-5. ASSIGNMENT

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

GC-6. INDEMNITY

- A. Contractor shall be responsible for any and all damage, loss or injury of any kind or nature whatsoever, direct or indirect, to person or property arising out of or in any manner connected with or caused by or resulting from or suffered in connection with the execution of the work provided for in this Contract, or in connection therewith. Contractor agrees to defend, indemnify and hold harmless the District and its representatives (which terms shall be deemed to include directors, officers, employees, agents, and servants, and any other persons directly or indirectly engaged in any activity connected with the performance of the work under the Contract Documents) from and against any and all liabilities, claims, losses, damages or expenses, including reasonable legal fees, and expert witness fees, which may be incurred or sustained by the District or any of their respective employees, by reason of any act, omission, misconduct, negligence, or default on the part of the Contractor or any Subcontractor of the Contractor, and any employees of the Contractor or Subcontractor and except as may otherwise be provided by applicable law. Contractor specifically assumes liability for actions brought by Contractor's own employees against the District and for that purpose Contractor specifically waives any immunity under the Workers Compensation Act, RCW Title 51. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by District, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.
- B. The District shall not be responsible or be held liable for any damage to person or property consequent upon the use, misuse or failure of any crane, hoist, rigging, blocking, scaffolding or other equipment used by the Contractor or any of its Subcontractors, even though the said crane, hoist, rigging, blocking, scaffolding, or other equipment be furnished or loaned to the

Contractor by the District. The acceptance and/or use of any such crane, hoist, rigging, blocking, scaffolding or other equipment by the Contractor or its Subcontractors shall be construed to mean that the Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse or failure of such apparatus whether such damages by its own employees or property or to the employees or property of other Contractors, the District, or otherwise.

- C. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the Contractor. In the event of damages to person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence.
- D. Contractor acknowledges that by entering into a contract with the District, Contractor has mutually negotiated the above indemnity provisions with the District. Contractor's indemnity and defense obligations shall survive the termination or completion of the Contract and remain in full force and effect until satisfied in full.

#### GC-7. LAWS, REGULATIONS, PERMITS

The Contractor and Subcontractors shall comply with all applicable building, health, and construction codes. The Contractor represents that it is familiar with, and shall be governed by and comply with, all Federal, State and local statutes, laws, ordinances, and regulations including amendments and changes as they occur. In the event of a conflict, the most stringent provision shall apply. The Contractor and any Subcontractors shall be responsible for ensuring that its employees fully comply with the District's Code of Ethics, a copy of which is available at the District's offices.

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

Unless the Contract Documents provide otherwise, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at its own expense, and Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.

#### GC-8. DAMAGES

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

**GC-9. INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES**

It is understood and agreed that in all work covered by the Contract, the Contractor shall act as an independent contractor, maintaining complete control over its employees and all of its Subcontractors. The Contractor shall perform the work in accordance with its own methods, subject to compliance with the Contract. The Contractor shall perform the work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its Subcontractors, and shall not employ or permit to be employed on the work any unfit person or anyone unskilled in the work assigned to them.

The Contractor shall designate in writing before starting work competent, authorized site representative(s) who shall be authorized to represent and act for the Contractor in all matters relating to the Contract. The Contractor's letter designating representative(s) shall clearly define the scope of their authority to act for the Contractor and define any limitations of this authority. Said authorized representative(s) shall be present at the site of the work at all times when work is in progress. Arrangements acceptable to the District shall be made for any emergency work which may be required. The Contractor's authorized representative(s) shall be supported by competent assistants as necessary, and the authorized representative(s) and assistants shall all be satisfactory to the District. All directions given to the authorized representative(s) by the District shall be binding as if given to the Contractor.

The Contractor and its Subcontractors shall employ only orderly workers. Employees deemed by the District to be incompetent, subversive, or disorderly shall be removed from the performance of the work, and such removal shall not form the basis of any claim for compensation or damage upon the District.

The Contractor and Subcontractor shall be responsible for ensuring that its employees fully comply with all applicable federal, state and local laws and support the District's commitment to provide a safe, healthy, and drug free work environment. The Contractor and Subcontractor shall immediately remove any employee from further work when it is determined that they are not fit for duty. Furthermore the Contractor and Subcontractor shall immediately remove any employee from further work if it is determined by the District, at its discretion, that the employee is not fit for duty for any reason. Failure on the part of the Contractor or Subcontractor to comply with any of the above shall be considered an act of default in accordance with Section GC-4.

**GC-10. CORRECTION OF WORK/WARRANTY**

All materials and equipment incorporated into any work under the Contract shall be new and of the most suitable grade of their respective kinds for their intended uses unless otherwise specified. All workmanship shall be in accordance with sound work practices acceptable to District Representative. Contractor warrants all equipment, materials and labor it furnishes or performs under this Contract against defects in design, materials, and workmanship. Contractor's warranty shall remain in effect for a period of 365 days after Final Acceptance.

If at any time prior to the expiration of the warranty period, Contractor or District discovers any defect in such design, materials or workmanship, the Contractor shall, upon written notice from the District given within a reasonable time after discovery, correct such defects to the satisfaction of the District by redesigning, repairing or replacing the defective work at a time acceptable to District. All costs incidental to such corrective action including removal, disassembly, reinstallation, re-work, re-testing and re-inspection as may be necessary to correct the defect or demonstrate that the previously defective work conforms to the requirements of the Contract shall be borne by the Contractor.

Contractor warrants any and all corrective action against defects in design, materials, and workmanship for a period of 12 months following acceptance by District of the corrected work.

If, after due notice, the Contractor shall refuse or persistently neglect to make corrections so as to meet the requirements of the Contract, the District may proceed to make such corrections as they may be required and Contractor shall reimburse District for all cost and expenses incurred in connection therewith.

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

#### GC-11. CHANGES IN WORK

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

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

- A. Unit prices specified in the Contractor's Bid proposal, if any.
- B. An agreed lump sum. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including, as applicable:
  - 1. Detailed proposed labor categories, hours, and rates.
  - 2. Specific materials and quantities.
  - 3. Equipment and equipment hours.
- C. Actual Cost
  - 1. Labor, including foreman, only for employees who will work directly on the work covered by the Change Order.
  - 2. Payroll taxes and fringe benefits.
  - 3. Materials entering permanently into the work.
  - 4. The ownership or rental cost of plant and equipment during the time of use on the project.
  - 5. Power and consumable supplies for the operation of power equipment.

6. Insurance and bonding.
7. The Contractor may include a fixed fee (overhead plus profit) not to exceed 15% to the sum of Items 1 through 6. This fixed fee shall include:
  - a. Reproduction and printing costs including electronic media.
  - b. Communication costs including all phones, faxes, Internet, postage, shipping, delivery, couriers.
  - c. Computer software, printers, scanners, office machines and related costs of operation including consumables.
  - d. Indirect and overhead burden.
  - e. Profit.
8. For any work performed by a Subcontractor, the Contractor's fixed fee is limited to 6%. Items 1 through 7 also apply to the Subcontractor.

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

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

If the Contractor believes the instruction shall result in additional costs or time extensions, Contractor shall promptly notify the District of the same and not proceed with the changes. Contractor shall provide a cost and schedule proposal per District Instruction Item 3 or independently provide an alternative for consideration by the District Representative by submitting a Contractor Change Order Proposal, Exhibit "G".

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

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

## GC-12. PAYMENT/RETAINAGE

- A. Contractor may submit an invoice monthly for approval and payment by the District for the portion of work satisfactorily completed during the previous month and for materials and/or equipment properly stored on District property. The invoice shall itemize the completed work by reference to the Contractor's initially submitted and approved Schedule of Values for the percentage of the work completed less previous payments requested. The District Representative shall make the determination as to the percentage completion of each item on the Schedule of Values for payment purposes. 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). If accepted by the Contractor on the Bid Form and the District issues payment within 10 days, the payment due shall be reduced by 2%.

Invoices shall include the Contract number 130-12514H and a list of the Subcontractors used during the billing period. Invoices shall also include a report of what percentage of total labor hours by Contractor and each and every Subcontractor of the Contractor or a Subcontractor were performed by apprentices during the billing period. Invoices shall be addressed as follows:

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

Phone: (509) 793-1450  
E-mail: [AccountsPayable@gcpud.org](mailto:AccountsPayable@gcpud.org)

- B. Schedule of Values: Contractor shall prepare a Schedule of Values with preparation of Contractor's Progress Schedule as required in Section SR-2. Correlate line items in the Schedule of Values with the submittals schedule and Contractor's Progress Schedule. Provide additional details upon request by the District Representative. The Contractor shall submit the Schedule of Values to the District Representative within 14 days following Contractor's receipt of Notice to Proceed.

Format and Content: Mobilization and project closeout, including Project Record Drawings (Section SR-6, will be listed as individual items on this schedule.

1. Identification: Include the following project identification on the Schedule of Values:
  - a. Project name and location
  - b. District Contract number
  - c. Contractor's name and address
  - d. Date of submittal
2. Provide a breakdown of the Contract in enough detail to facilitate continued evaluation for payment and progress reports. Provide a separate line item in the

Schedule of Values for each part of the work where invoice for payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

3. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the work.
4. Schedule Updating: Update and resubmit the Schedule of Values before the next invoice for payment when Change Orders result in a change in the Contract Price.

- C. The Contractor and each and every Subcontractor of the Contractor or a Subcontractor shall report its final apprentice labor hours on the Affidavits of Wages Paid to the Department of Labor and Industries using the My L&I Contractor Portal. The Affidavit of Wages Paid will be used to confirm that no less than 15% of the labor hours, as defined in RCW 39.04.310(4), was performed by apprentices.

Apprenticeship utilization goals should be met. As such, upon Contract completion and approval of all Affidavits of Wages paid for Contractor and all Subcontractors, Contractor may submit its final invoice and include the monetary incentive (Bid Item No. 3) in accordance with RCW 39.04.320(4)(b) if apprenticeship utilization goals were met. In the event the Bid Item Price for Apprenticeship Utilization Goals Met exceeds 1% of the Total Bid Price (not to exceed \$50,000.00), the excess shall be reduced from Bid Item No. 3 and the corrected total shall be reflected in the Total Bid Price. However, if the apprenticeship utilization goals were not met, and the District did not approve a Good Faith Effort (GFE) submitted by the Contractor, the District shall assess a monetary penalty in accordance with RCW 39.04.320(4)(b) from Contractor's final invoice. Penalty amount shall be limited to 1% of the Total Bid Price (not to exceed \$50,000.00).

If a project does not meet the required 15% apprentice utilization rate, the Contractor can request a GFE approval from the District. GFE documentation must be submitted to the District Representative as soon as it is known that the apprenticeship requirement cannot be met. Waiting until completion or near completion of the project to submit information is not acceptable. The GFE request must be written and should, a.) detail efforts made to attain apprentice labor, b.) explain why the project is anticipated to fall short (or provide other justification for the project not achieving the 15% utilization rate), and c.) include documentation to verify the GFE claim. The District Representative will review the Contractor's good faith documentation to determine that:

- The situations documented by the Contractor represent a legitimate GFE; and
- The shortfall in apprentice participation is attributable to the situations documented by the Contractor in the GFE.

A GFE that does not meet BOTH of the above criteria will not be accepted. The GFE is for the entire project, not for any individual Contractor and/or Subcontractor. The District Representative will forward a GFE request to the Procurement Officer along with an evaluation of the request and a recommendation to approve or deny. The Procurement Officer will issue a final written determination. If approved, GFE request and supporting documentation, along with the approval will be uploaded to the L&I Awarding Agency Portal.



The District shall report apprenticeship utilization by Contractor and all Subcontractors to the Department of Labor and Industries through the Notice of Completion of Public Works Contract upon Contract completion and approval of all Affidavits of Wages Paid.

- D. The District shall withhold the sum of 5% of the amount of each progress payment to the Contractor as retainage in accordance with RCW Chapter 60.28 of the Revised Code of the State of Washington.

If the District is requested in writing by the Contractor, the monies reserved hereunder (retainage) shall be placed in escrow with a mutually agreed upon bank or trust company by the District and interest on such escrowed funds shall be paid to the Contractor as said interest accrues, all as more fully provided in RCW Chapter 60.28. However, any payments made to the Contractor hereunder shall not relieve the Contractor from responsibility under provision of the Contract and warranties. Payment is not to be construed as acceptance by District or certification that the Contractor has performed the work correctly or according to Contract Documents.

#### GC-13. PAYMENTS WITHHELD

In addition to the above percentage retained, the District may withhold the whole or part of any payment to such extent as may be reasonably necessary to protect itself from loss on account of:

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

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

#### GC-14. ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed all work in accordance with the terms of the Contract Documents, the Contractor shall properly execute and submit final invoice to Accounts Payable. Once final invoice has been processed, the District's Procurement Department will issue the Certificate of Completion and Release to be executed by the Contractor and returned to the Procurement Officer.

The Certificate of Completion and Release shall constitute a waiver of all claims by the Contractor except for unsettled claims specifically stated, if any.

The Certificate of Completion and Release shall warrant that the Contractor has fully completed its work included in the Contract and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from this Contract. If any dispute exists between the Contractor and any person, firm or corporation to which the Contractor might be obligated in connection with this Contract, the Contractor shall state the name of claimant and amount and general nature of claim against the Contractor. The Certificate of Completion and Release shall state the amount and nature of all present and future claims that the Contractor may have against the District relative to this Contract. The Contract work shall not be complete until after the Contractor has returned to the Procurement Officer a properly completed Certificate of Completion and Release.

Upon receipt of Certificate of Completion and Release by the Procurement Officer, the District Representative provides a recommendation relative to Final Acceptance. The District shall, within a reasonable time, take action on Final Acceptance. Such action shall be subject to the condition of the Payment and Performance Bond, legal rights of the District, required warranties, and correction of faulty work discovered after final payment. The District shall have the right to retain from any payment then due the Contractor, so long as any bills or claims remain unsettled and outstanding, a sum sufficient, in the opinion of the District, to provide for the payment of the same. It is also understood and agreed that, in the case of any breach or damage by the Contractor of the provisions hereof, the District may retain from any payment or payments a sufficient sum in the opinion of the District which may become due under any obligation of the District.

Sixty days after Final Acceptance, retainage may be released to the Contractor; provided, however, that there are no claims filed of materialmen or laborers and that the District has received the certificate of the Washington State Department of Revenue of payment in full of all taxes, Employment Security Department release, the approved Washington State Department of Labor and Industries Certificate of Release of the State's Lien on Public Works Contracts form and the approved affidavit showing payment of prevailing wages for the Contractor and any Subcontractors. If any liens remain unsatisfied from the retainage, the Contractor shall refund to the District such amounts as the District may have been compelled to pay in discharging such liens including all costs and reasonable legal fees.

#### GC-15. DISTRICT REPRESENTATIVE'S STATUS, AUTHORITY AND PROTEST PROCEDURE

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

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

All claims of the Contractor and all questions relating to the interpretation of the Contract, including all questions as to the acceptable fulfillment of the Contract on the part of the Contractor and all questions as to compensation, shall be submitted in writing to the District Representative for determination within the applicable time period specified in the Contract Documents.

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

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

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

Tyler Delong  
Public Utility District No. 2  
of Grant County, Washington  
PO Box 878  
Ephrata, WA 98823  
(509) 754-1806  
Tdelong@gcpud.org

#### GC-16. COOPERATION WITH OTHERS

There may be other contractors or forces of the District working the same area where work under this Contract shall be performed. The Contractor shall fully cooperate with such other contractors and the District's employees and carefully fit their work with the other work consistent with orderly and expeditious performance and completion of the project as a whole.

#### GC-17. WAGES PAID BY THE CONTRACTOR

Contractor and its Subcontractors shall comply with all provisions of RCW Chapter 39.12 and Section 2.5 of the Collective Bargaining Agreement (hereinafter referred to as Section 2.5) between the District and IBEW Local No. 77. A copy of Section 2.5 is attached hereto as Exhibit "I". Contractor and its Subcontractors shall pay all laborers, workmen, or mechanics employed by it or them in the performance of this Contract the greater of: (1) the applicable state prevailing wage rate required by (RCW Chapter 39.12); or (2) the applicable wage rate required by Section 2.5. In the event the applicable wage rate(s) required to be paid by the Contractor or its Subcontractors change during the performance of this Contract, Contractor and its Subcontractors shall make any required adjustment so as to fully comply with any applicable state prevailing wage rate law (RCW Chapter 39.12) and Section 2.5. Notwithstanding the foregoing, the District shall not be required to make any adjustment

in the Contract Price as a result of changes in either the state prevailing wage rate law or Section 2.5, except as provided in WAC 296-127-023.

Prior to any payments being made to Contractor, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor shall file a "Statement of Intent to Pay Prevailing Wages" which has been approved by the Department of Labor and Industries as required by RCW 39.12.040. Contractor shall be responsible for accuracy of Intents filed by each and every Subcontractor of the Contractor or a Subcontractor, including apprenticeship utilization requirements, if applicable.

Washington State hourly prevailing wage rates are located at:

<https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. It shall be the Contractor's responsibility to determine the locality of the work and to confirm with the Washington State Department of Labor and Industries, prior to the Bid due date, that the appropriate classification of work and most current version of the prevailing wage rates are utilized in the preparation of the Contractor's Bid.

## GC-18. INSURANCE

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

### Contractor Required Insurance

1. **General Liability Insurance:** Commercial general liability insurance, covering all operations by or on behalf of Contractor against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:
  - a. Premises and Operations;
  - b. Products and Completed Operations;
  - c. Contractual Liability;
  - d. Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract);
  - e. Pollution Liability (sudden and accidental);
  - f. Such insurance shall not exclude coverage for action-over liability claims;
  - g. Such insurance shall not exclude coverage for Explosion (X), Collapse (C) and Underground Hazards (U).with the following **minimum limits:**
  - h. \$1,000,000 Each Occurrence
  - i. \$1,000,000 Personal Injury Liability
  - j. \$2,000,000 General Aggregate (per project)
  - k. \$2,000,000 Products and Completed Operations Aggregate

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

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

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

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

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

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

Excess/umbrella 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.

District-Procured Insurance

5. **Builders Risk Insurance:** The District shall, at its own expense, carry and maintain "All Risks" forms of "Builders Risk" insurance, against loss of or damage to property including Earthquake and Flood on a replacement cost basis and with a waiver of the coinsurance provision, insuring the District, Contractor, all Subcontractors and all Sub-Subcontractors from and against all risks of physical loss or damage to the work, the foundation, (including permanent and temporary building and contents), materials, equipment and supplies for the full insurable value thereof, while in transit to the job site, while there awaiting installation, during installation and all forms of testing, and until completion and acceptance by District of Contractor's work

hereunder. Such insurance shall be written in an amount at least equal to the initial Contract Price as well as subsequent modifications of that sum plus the value of District supplied materials and equipment.

Except for loss or damage caused by earthquake or flood (Optional), Contractor shall pay at its sole cost and expense the deductible for any claim under the builder's risk policy up to \$10,000. Such cost and expense shall not be recoverable under any part of this contract. If the deductible for a claim under the builder's risk policy exceeds this amount, the District shall be responsible for the excess.

Insurance coverage loss or damage to Contractor's or its Subcontractor's tools shall be maintained by Contractor or Subcontractor at its sole discretion and at its own expense. If such insurance is purchased, the policy shall provide a waiver of subrogation in favor of the District.

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

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

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

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

GC-19. SAFETY

The Contractor shall comply with the safety requirements of these Contract Documents, all District policies pertaining to COVID-19 located at <https://www.grantpud.org/for-contractors> and the current version of the applicable requirements of the following codes and standards (including reports and records as required) which includes but are not limited to:

Applicable Local Codes and Statutes	
American Concrete Institute	(ACI)
American Institute of Steel Construction	(AISC)
American National Standards Institute	(ANSI)
American Society of Civil Engineers	(ASCE)
American Society of Mechanical Engineers	(ASME)
American Society for Testing and Materials	(ASTM)
American Welding Society	(AWS)
American Wood Preservers Association	(AWPA)
Division of Occupational Safety and Health	(DOSH)
Edison Electric Institute	(EEI)
Institute of Electrical & Electronics Engineers	(IEEE)
Insulated Cable Engineers' Association	(ICES)
International Building Code	(IBC)
International Energy Conservation Code	(IECC)
International Existing Building Code	(IEBC)
International Fire Code	(IFC)
International Mechanical Code	(IMC)
International Plumbing Code	(IPC)
National Electrical Code	(NEC)
National Electrical Manufacturers' Association	(NEMA)
National Electrical Safety Code	(NESC)
National Fire Protection Association	(NFPA)
Occupational Safety and Health Administration	(OSHA)
Washington Administrative Code	(WAC)
Washington Industrial Safety & Health Act	(WISHA)
Washington State Department of Ecology	(WSDOE)
Washington State Department of Health	(WSDOH)
Washington State Department of Transportation	(WSDOT)
Washington State Department of Labor & Industries	(LNI)
Washington State Energy Code	(WSEC)
United States Environmental Protection Agency	(EPA)

Any accidents or damage to District property shall be reported immediately to the District Representative in accordance with the Contractor Safety Requirements section of these Contract Documents.

Nothing herein shall be deemed to impose any duty or obligation on the District to determine the adequacy or sufficiency of the Contractor and Subcontractors' safety programs. Contractors and Subcontractors remain solely responsible for safety of the general public and employees, as provided herein.

#### GC-20. INSPECTION

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

The District Representative shall be kept informed of the production schedules so that inspections may be adequately performed. The Contractor shall give timely notice of any inspections required or desirable. Re-examination of questioned work may be ordered by the District Representative, and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the District shall pay the costs of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall bear such cost and expedite such necessary corrections.

#### GC-21. CONFLICT AND PRECEDENCE/INTENT

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

#### GC-22. PRE-WORK CONFERENCE

The Contractor, upon notification by the District, may be required to attend a pre-work conference prior to starting any work. The purpose of the conference is to discuss, among other considerations, the responsibility of the Contractor and its Subcontractors in the prosecution and progress of the work.



The conference, if any, shall be held on a date mutually agreed upon by the Contractor and the District Representative.

#### GC-23. PROGRESS MEETINGS

Progress review meetings shall be held at regular intervals as deemed necessary by the District Representative. Progress meetings shall be utilized to review the work schedule and discuss any delays, unusual conditions, or critical items which have affected or could affect the progress of the work.

Time is of the essence for this Contract. If at any time during the progress of work, the Contractor's actual progress, in the opinion of the District Representative, is inadequate to meet the Contract completion dates, the District may issue a written notice of noncompliance to the Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by the District Representative, the Contractor does not improve performance to meet the work schedule, the District may direct the Contractor to accelerate the work through an increase in the Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and/or an increase in the amount of plant; all without additional cost to the District. Neither such notice by the District nor the District's failure to issue such notice shall relieve the Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract.

Failure of the Contractor to comply with the instructions of the District may be grounds for determination by the District that the Contractor is not prosecuting its work with such diligence as shall assure completion within the times specified. Upon such determination, the District may terminate the Contractor's right to proceed with the performance of the Contract, or any separable part thereof in accordance with Section GC-4.

#### GC-24. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of work by any unforeseeable causes beyond the control of the Contractor, the Contract time shall be extended for such reasonable time as the District Representative shall determine. The Contractor agrees to complete the work within the Contract time as thus extended. Such extensions shall postpone the beginning of period for payment of liquidated damages but they and the events producing them shall not be grounds for claim by the Contractor of damages or for additional costs, expenses, overhead or profit or other compensation. Except for delays caused by the acts or omissions of the District or persons acting for it, extensions of time granted by the District Representative to the Contractor shall be the Contractor's sole and exclusive remedy for any delays due to causes beyond the control of the Contractor.

All claims for extension of time shall be made in writing to the District no more than three days after the Contractor knows or by reasonable diligence should know of the event causing or likely to cause the delay; otherwise, they shall be waived. In the case of a continuing cause of delay only one claim is necessary. Contractor's failure to give such notice promptly and within such time limit shall be deemed sufficient reason by the District Representative for denial of any time extension request.

Avoidable delays in the prosecution or completion of the work, for which no time extension shall be granted, shall include all delays which in the opinion of the District Representative could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or its Subcontractors. Additionally, delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor

the completion of the whole work within the time herein specified shall constitute avoidable delays for which no time extension shall be granted.

All changes of the time or changes of the schedule shall be made by Change Orders to the Contract pursuant to Section GC-11.

#### GC-25. AUDIT OF RECORDS

Contractor shall maintain records and accounts in accordance with Generally Accepted Accounting Principles (GAAP) in connection with the performance of the Contract which shall accurately document incurred costs both direct and indirect, of whatever nature. If District Representative establishes uniform codes of accounts for the project, Contractor shall use such codes in identifying its records and accounts. District Representative or their representatives shall have the right to examine and copy at all reasonable times, with advance notification, Contractor's records and accounts for the limited purpose of verifying requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Contract Price adjustments and claims. Contractor shall make all records and accounts available to the District for inspection and copying at the District's main offices in Ephrata, Washington.

#### GC-26. DISTRICT'S USE OF CONSTRUCTION AND/OR EQUIPMENT

- A. The District shall have the right to take possession of, use and collect revenues from any completed, partially completed, satisfactory or unsatisfactory portions of the work after the time for completion of the work has expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.
- B. The District shall be responsible for damages incurred as a result of use of the work except when such damages occur as a result of uncompleted work or faulty workmanship or materials. Prior to using any portion of the work, the District may notify the Contractor of inventory of work yet to be completed.
- C. During the progress of the work it may be necessary for the District to have access to the facilities to install certain material.
- D. The District shall have the right to operate all equipment as soon and as long as it is in operational condition, whether or not such equipment has been accepted as complete and satisfactory, except that this shall not be construed to permit operation of any equipment which may be materially damaged by such operation before any required alterations or repairs have been made. All repairs or alterations required by the Contractor shall be made by the Contractor at such times as directed and in such manner as shall cause the minimum interruption in the use of the equipment by the District.

#### GC-27. ENVIRONMENTAL CONTROL

The Contractor and Subcontractors shall comply with all applicable state and federal environmental regulations. Contractor shall take suitable measures and provide suitable facilities to prevent pollution, oil and chemical spills, soil erosion and the introduction of any substances or materials into any stream, river, lake or any other body of water which may pollute or silt the water or constitute substances or materials deleterious to fish or wildlife. Further, Contractor shall use all reasonable efforts to maintain the site of the work free from fugitive dust (i.e. dust that becomes airborne or

visual). Contractor shall be responsible for all cost of corrective measures required as a result of any pollution, erosion or siltation, including its effects on adjacent properties.

#### GC-28. TAXES

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

#### GC-29. BOND IN LIEU OF RETAINAGE

Pursuant to RCW Chapter 60.28, the Contractor may submit a bond in lieu of the retainage that the District would otherwise keep under the terms of this Contract and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the form provided with these Contract Documents (see Exhibit "J"). In the event the Contractor fails at any time to pay persons protected under RCW Chapter 60.28 or the District has reason to believe that the District or other obligee under the bond has a claim against the retainage or for other good cause, the District may, at its option, resume retaining from monies earned by the Contractor in such amount as it would otherwise be entitled to retain had the bond not been accepted. Notwithstanding the District's resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Contractor. After the Contractor has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to the terms of the bond. Not less than 30 days following Final Acceptance, District receipt of an Affidavit of Wages Paid approved by the Washington State Department of Labor & Industries, and District receipt of the proper releases from Washington State Department of Revenue, Employment Security Department, and Washington State Department of Labor and Industries, the original Bond in Lieu of Retainage shall be destroyed unless the Surety or Contractor requests the return of the bond, in writing, prior to destruction. Any costs associated with the Bond in Lieu of Retainage shall be included in the Total Bid Price.

GC-30. NON-WAIVER

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

GC-31. OWNERSHIP OF WORK PRODUCT/COPYRIGHT

- A. All rights in the various work produced for or under this Contract, 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 CONTRACT, 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 Contract, 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.

**SPECIFIC REQUIREMENTS**

**SR-1. SCOPE OF WORK/WORK TO BE PERFORMED BY THE CONTRACTOR**

The Contractor shall furnish all materials, equipment, machinery, tools, plant, labor, and transportation to perform the work specified in these Contract Documents for the Larson - Stratford 115kv Relocation Construction beginning near the intersection of Stratford Rd. NE and Rd 20 NE, Moses Lake, WA. 98837. Coordinates of the road intersection are provided below.

Latitude	Longitude
47.380782	-119.277096

**SR-2. COMPLETION SCHEDULE/LIQUIDATED DAMAGES**

The Contractor shall not commence any work under this Contract until after all of the following: (1) receipt of notification of Contract Award; (2) full execution of the Contract Form; (3) providing the required Payment and Performance Bond; (4) providing the required Insurance Certificates; (5) attending the pre-work conference, if any; (6) acceptance by the District of the Contractor’s Site Specific Safety Plan or Accident Prevention Plan, as applicable; and (7) receipt of Notice to Proceed signed by the District. The Contractor shall complete such work in a diligent and workmanlike manner.

All work shall be completed by March 3, 2025. Please see Instructions to Bidders Section 7 for completion specified after March 3, 2025. It is expressly understood and agreed, by and between the Contractor and the District that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual conditions prevailing in this locality.

If the said Contractor shall neglect, fail, or refuse to complete the work within the required time, or any proper extension thereof granted by the District, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the District the amount of \$1,500.00 per day, not as a penalty but as liquidated damages for each and every day between the day stipulated for completion of said work, and the day upon which the work is satisfactorily completed. The amount of these liquidated damages under this section shall be limited to 100% of the Contract Price.

The liquidated damages have been specifically negotiated by and between the Contractor and the District because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages, and said amount has been determined to be a reasonable estimate of the amount of damages which the District would sustain in the event of late completion of the work.

Immediately following Contract award, the Contractor shall prepare and submit to the District for its approval a detailed Progress Schedule identifying the various stages of work required and the time allotted for each to ensure successful completion of the project within the time specified. The Progress Schedule is to be submitted within 14 days following Contractor’s receipt of Notice to Proceed. A progress report shall be submitted weekly to the District Representative showing the percentage of completion of the job. The Contractor shall assign such forces and prosecute the work in such a manner as to assure compliance with the approved schedule.

### SR-3. MATERIALS AND EQUIPMENT

#### A. Materials Furnished By Contractor

The Contractor shall furnish all materials except for the materials identified in the materials drawings and material lists, which shall be supplied by the District. The materials to be furnished by the Contractor and incorporated into the work shall be new and of grades and quality specified. Any materials required for a completed project, that are not specified below as being furnished by the District are to be furnished by the Contractor.

#### B. Materials Furnished By District

All materials identified in Exhibit "M", District Furnished Materials Lists, Exhibit "U", Shoefly Details, and Exhibit "O", Distribution Transfers", shall be supplied by the District and those identified in Exhibit "P", Laminated Wood Pole Material Lists, are supplied by the manufacturer. Exhibit "N", Material List – Minimum Quantity, is a list of minimum quantities for stock items, assemblies and poles required for completing the work, of which the equal amount or more has been supplied by the District as seen on Exhibit "M". The District supplied material shall be acquired at the District's Moses Lake Warehouse located at 10216 Kinder Road, Moses Lake, Washington, whereas the laminates shall be acquired at the staging area North of the intersection of Stratford Rd. and Rd. 18. The District's warehouses shall be open between 6:30 a.m. – 12:00 p.m. and 12: 30 p.m. – 3:30 p.m. Monday through Thursday, except District observed holidays. The Contractor shall notify the District 24 hours in advance of need for the District-supplied materials. The Contractor shall sign an itemized receipt for all materials furnished by the District at the time such materials are received by the Contractor. The District shall provide a material list for District-supplied equipment and material for this Contract. The Contractor, after receipt of materials, shall check materials for quantities and conformance with the specifications and shall install these materials and shall be responsible for the replacement of all damaged or lost materials and shall make good damage or shortage in such a manner as not to jeopardize the completion of the project within the scheduled time and without cost to the District. The Contractor shall be responsible for returning to the District's warehouse all salvaged or unused materials and keep written records of the same.

District observed holidays are as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

### SR-4. STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall assume responsibility and cost for storage of Contractor furnished materials and equipment and, after transfer in accordance with Section SR-3.B, District furnished materials and equipment.

If any materials or equipment are stored, they shall be stored so as to ensure the preservation of their quality and fitness. Materials and equipment shall be placed on platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover and heated adequately to prevent condensation, oxidation or freezing. Stored materials and equipment shall be located so as to facilitate observation. The Contractor shall be responsible for all damage or loss that occurs as a result of its

fault or negligence in connection with the care and protection of all materials and equipment until acceptance by the District.

All necessary inside warehouse storage shall be arranged for and provided by the Contractor.

SR-5. CONTRACT DRAWINGS

Electronic files containing Contract Drawings shall be supplied for the Contractor's use. Files shall be available on the District's ProcureWare website.

SR-6. MOBILIZATION

- A. Mobilization shall consist of preparatory operations performed by the Contractor, including, but not limited to, those necessary for the movements of its personnel, equipment, supplies, District-supplied material and incidentals to the project site or any District-owned property adjacent to the project site; for the establishment of its field office, buildings and other facilities necessary for work on the project.
- B. Mobilization is prohibited prior to the Contractor's receipt of a Notice to Proceed signed by the District. The District reserves the right to deem the Contractor non-compliant per Section GC-4 should it attempt to mobilize prior to receiving the Notice to Proceed.
- C. The amount provided on the Schedule of Values for Mobilization shall be limited to 5% of the Total Bid Price.

SR-7. PROJECT RECORD DRAWINGS

At the beginning of work, the Contractor shall set aside one complete set of prints of the Contract Drawings, upon which Contractor shall record and cause the various Subcontractors to record, all deviations in work, especially pipe and conduit locations, underground utilities and all deviations due to change orders. Notations and changes shall be done in a neat and legible manner as prescribed by the District. On a daily basis, the Contractor shall permit the District to examine and verify that the project record drawings are being kept up to date. Upon completion of all schedules, the Contractor shall immediately deliver the set of marked-up prints to the District. The amount provided on the Schedule of Values for these drawings shall be a minimum of 5% of the Total Bid Price. **No progress payments shall be allowed on this item.**

SR-8. NOISE CONTROL

- A. The Contractor shall take special precautions to reduce the noise level from work activities. Noise of work shall be kept from exceeding, as a criterion, the NCA 45 curve inside rooms of adjoining buildings with windows kept closed.
- B. All operations shall be conducted in such a way that employees of the Contractor and District or any other persons are not subjected to noise levels in excess of those prescribed in the Walsh-Healy Act, on occupational noise exposure.
- C. No blasting, air-hammering, excavation or other high noise level operations as determined by the District shall be permitted outside of daylight hours.

SR-9. PROJECT MANAGEMENT CONTRACTOR PARTICIPATION

- A. The District utilizes a standard approach to implementing projects by using well-defined internal standard frameworks for both project management and organizational change management. The framework procedures and associated tools and templates are required to be used for all projects as defined by the District's Enterprise Project Management Office. The Contractor shall, as directed by the District, utilize and/or actively participate in the District's application of its project management and organization change management frameworks to guide the implementation of projects and/or change events that this Contract contributes towards. To the extent applicable, the Contractor shall ensure that all workers, subcontractors, and suppliers also comply with these requirements.
- B. The Contractor shall provide upon request by the project team key project information required to properly manage the project. Requested information may include but is not limited to delivery and completion dates, resource estimates and availability, quality inspection and testing plans, cost estimates and forecasts, safety metrics, and any known risks or constraints associated with these. The Contractor shall provide requested project information as required to not delay project reporting or project progress, cause witness or hold points to be missed, or cause any scope or cost increases.

The Contractor shall attend the appropriate project meetings as requested by the project team to provide key input to project parameters pertaining to this Contract. These meetings may include but are not limited to project kickoff meetings, preconstruction meetings, Job Site Reviews, Root Cause Evaluations, Steering Committee and Commission updates, and Monthly Business Reviews. Meetings may be in-person or virtual depending on the needs of the project. The Contractor shall make a judicious effort to attend meetings at the appropriate dates and times as required to not delay any portion of the project progress or cause any scope or cost increases.

The Contractor agrees to provide requested project closeout information with the detail and in the format requested by the project team. This information may include but is not limited to record drawings, testing and commissioning data, operation and maintenance (O&M) manuals, training information, quality history, etc. Failure to provide all requested documentation that is acceptable to the project team shall delay acceptance and final payment by the District in accordance with Section GC-14.

SR-10. CONTRACTOR WORK HOURS

All work required to be performed by Contractor shall normally be done between the hours of 6:00 a.m. and 4:30 p.m., Monday through Saturday, exclusive of District observed holidays or as identified in the approved schedule. Contractor shall provide a minimum 72 hour notice to the District Representative if at any time it becomes necessary or Contractor desires to work at times other than those specified herein or as approved in advance by the District. Approval of any proposed alternative work schedule shall be at the sole discretion of the District Representative.

For every hour the Contractor works in excess of the approved work schedule, or works in excess of 40 hours per week, the District shall deduct and retain from the Contract Price, \$125.00 per manhour to cover the District's direct and incidental costs including overhead and overtime payroll costs, required for the inspection and observation of work performed outside of the normal work hours specified above or as identified in the approved schedule. If the unapproved hours or excess hours increase the number of days of work per week, two hours will be charged, in addition to the actual



hours, for District's additional travel and preparation time. District observed holidays are as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

#### SR-11. UTILITIES

It shall be necessary for the Contractor to make arrangements for the following services at its own expense and pay all charges accrued for same during the life of the Contract:

- Water
- Electric Service
- Telephone/Internet Access
- Sanitary convenience (Chemical toilet)
- Refuse and waste disposal

#### SR-12. CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees or work, and, at the completion of the work, it shall remove all its rubbish, tools, equipment, and surplus material from and about the structures. The cleaning up of all erection remnants and debris shall be completed immediately after each of these operations is completed at each work site. The cleaning up of lunch wrappers, garbage, equipment parts, oil filters, and the like shall be done on a day-to-day basis. Fuel, oil, and equipment waste such as drain oil shall be disposed of in approved disposal areas only.

The Contractor shall restore to a satisfactory condition any land which it has disturbed to the extent that erosion or damage to property may result. If the Contractor fails to clean up, the District may do so at the Contractor's expense, and the Contractor and its surety shall be held liable therefore.

Satisfactory restoration of the land shall be completed in an orderly process as soon as practicable following the completion of each phase of the work as it progresses.

#### SR-13. ARCHAEOLOGICAL RESOURCES

In the event the Contractor or any of its Subcontractors inadvertently discover archaeological resources at any time during the project, Contractor shall immediately notify the District Representative and suspend all excavation activities at the site.

"Archaeological Resource" shall mean any material remains of human life or activities which are of interest. This shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to objects pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives scrapers, rock carvings and paintings, and other implements and artifacts of any material or form.

The disturbance of any cairn or Native Indian grave is prohibited by the Indian Graves and Records Act (RCW 27.44).

SR-14. PHYSICAL SECURITY

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

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

The 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. .

**SR-15. 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](mailto: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.

**SR-16. ROCK EXCAVATION**

Rock excavation is defined as the removal of all material which by actual demonstration cannot, in the District Representative's opinion, be loosened or broken down and removed from an excavation by conventional mechanical earth excavation equipment (such as hydraulic excavation or power auger) recognized by the construction industry as properly sized to do the required work; but requires the use of drilling and blasting, barring, wedging, special rock augers, core barrels, or other approved methods.

No payment will be made for a demonstration. The District Representative may waive the demonstration if the material encountered is well-defined rock. The term "rock excavation" shall be understood to indicate a method of removal and not a geological formation.

Units of rock excavation shall be defined as a depth in linear feet at a circumference no greater than one foot in diameter of the pole butt or 6" greater in diameter of drilled pier to be placed. No additional compensation will be granted for rock excavation greater than one foot in diameter of the pole butt or 6" greater in diameter of drilled pier.

No payment will be made for any method of rock removal other than systematic drilling and blasting or removal by power-operated hand tools. If material which would be classified as rock by the above definition is mechanically removed with excavation equipment of a larger size than the specified above, it shall be understood that any additional cost incurred by the Contractor for the removal of material by such method shall be at the Contractor's expense. Bid Item No. 4 shall be for unknown/unforeseen rock excavation only. The Contractor must thoroughly familiarize itself with the jobsite.

Before systematic drilling and blasting will be permitted, Contractor shall expose the material by removing the common material above it. Notify the District Representative who, with the Contractor or his representative, will measure the amount of material to be removed and record the information in the District's daily log. Contractor shall then drill, blast, or break with power-operated hand tools, and excavate the material. All such agreements between the above-mentioned parties shall be a matter of record by both parties on the day each occurrence of rock is measured. No payments shall be made for claims not witnessed and recorded by the District Representative.

SR-17. ACCESS ROADS AND WORK AREAS

- A. The Contractor shall construct the minimum amount of access roads and work areas to perform the work required by the Contract Documents. The roads and work areas shall be constructed so that erosion will be kept to a minimum, so that structures or distribution facilities will not be undermined or unduly strained, and so that domestic water supplies will not be contaminated.
- B. Adequate drainage and other measures shall be provided to keep erosion to a minimum and comply with designated erosion control measures.
- C. The Contractor shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust which would cause a hazard or nuisance to the job, existing switchyards, existing roads, crops, residences, or the operations of other Contractors. The approved method of stabilization shall consist of sprinkling by water only. No separate payment will be made for dust control which the Contractor will be required to maintain. The costs for dust control shall be included in the Contract price.
- D. The placing of gravel or crushed aggregate in cultivated areas will not be permitted.
- E. On cultivated land, immediately following completion of the work on each section of line requiring access roads, the Contractor shall immediately restore the land used as a roadway to the condition as it existed prior to the start of work. Restoration shall include removing drainage facilities, compacting, smoothing, seeding, mulching with straw or suitable material, and disking the affected area, as directed by the District.
- F. On uncultivated land, immediately following completion of the work on each section of line requiring access roads, the Contractor shall restore the road to the condition as it existed prior to the start of work as nearly as practical or shall otherwise place the roadway in such

condition that future erosion will be negligible by such measures as water bars, out-sloping, ditching, and smoothing, as directed by the District.

- G. In lawn areas, immediately following completion of the work on each section of line crossing lawn areas, the Contractor shall restore the lawn to the condition as it existed prior to the start of work as nearly as practical or shall otherwise place the lawn in such condition as directed by the District.
- H. All ruts, ditches, and holes created by the work shall be filled and leveled, and the land restored as nearly as practical to the condition it was in prior to the start of work. Restoration shall be completed and shall follow closely behind the completion of work of each section of line before that section will be inspected for initial acceptance.
- I. The Contractor shall be responsible for all damage to person or property arising in connection with its activities.
- J. The Contractor shall resolve all property damage and other claims and shall obtain a release from the property owner within 30 days after completion of work on each section of line. Failure to obtain such release will result in the withholding of payments to the Contractor in accordance with the provisions of GC-14.

#### SR-18. SUPERVISION OF CONTRACTOR AND/OR SUBCONTRACTOR WORKERS

Contractor shall supply trained and qualified supervision, per WAC 296-45, for any and all work within the District's switchyard and/or substation. Contractor's supervisor shall be onsite during all work carried out by Contractor and/or Subcontractor's workers and shall be available to the District Representative during the project.

#### SR-19. UTILITY LOCATIONS

The District will designate, in the work order drawings, the existence of underground facilities known by it which are located in the proposed areas of excavation. Additional utilities such as water lines, sewer line, gas mains, communication cables, etc., may be constructed across, adjacent to, and along the right-of-way. It shall be the Contractor's responsibility to determine their location and to advise various utilities of the intention of performing work within the area, and he shall be responsible for any liabilities incurred due to damage or loss of these facilities. Should any of these utilities be found to be within the limits of the project(s), the Contractor shall advise the District. The District will determine the disposition of the conflicting utility. Contractor shall fully comply with the provisions of RCW Chapter 19.122.

The Contractor shall call Washington 811 (dial 811) prior to excavation of any kind on this project. This service provides location of underground utilities.

#### SR-20. USE OF EXPLOSIVES

The Contractor shall use the utmost care to prevent danger to life and to prevent damage to property. Failure to observe necessary precautions shall be grounds for suspending the work.

All exploders, fuses, and explosive shall be transported, stored, and used in compliance with applicable laws and regulations, including those prescribed by local agencies.

SR-21. OUTAGES

All hot line work and outages shall be coordinated with the District Representative assigned to the work. Dispatch hot line clearance and switching shall be handled through the District.

SR-22. WORK NEAR ENERGIZED LINES

The existing lines in the vicinity of the transmission project will be energized during the period of construction. The Contractor shall consider that these lines are energized unless advised otherwise, in writing, by the owner of that line. When it is anticipated by the Contractor that work will be required in areas which are dangerously close to or line crossings of energized lines, the Contractor shall submit for approval a request for de-energization at least three days for distribution facilities and two weeks for transmission facilities (60kV and above) before beginning the work and shall furnish the following information:

- LOCATION WHERE WORK WILL BE PERFORMED.
- TIME THE WORK IS TO COMMENCE.
- DURATION OF THE WORK.

All correspondence of this nature shall be addressed to the District Representative. No "Hot Line" work is permitted without written approval. Copies of all communications shall be directed to the District Representative.

SR-23. WORK CLEARANCE

Clearances shall be issued only to Contractors properly authorized by the District to receive clearances. Clearances shall be issued to and released by Contractors using the same procedures as the District Representative, which are based on the District's Dispatching and Operating Safety Rules.

SR-24. IMMINENT THREAT TRAINING

Prior to work starting under this contract, the Contractor's personnel will be given training, by the District's Line Superintendent or their qualified designee, specific to communication protocols when an imminent threat to the transmission system exists. Contractor will be instructed to call District System Operations immediately. At the Pre-Work conference, cards with the District System Operations phone numbers on them will be delivered to the Contractor for placement in the Contractor vehicles used on this project.

SR-25. FIRE PREVENTION

There is an extreme fire hazard during periods of dry weather in many of the designated work areas. The Contractor shall not permit unauthorized fires either within or adjacent to the limits of the work. The Contractor shall be responsible for all damage from fire due directly or indirectly to their own activities, to those of Contractor's employees, and to those of Subcontractors and employees.

SR-26. DUST AND SPRAY CONTROL

The Contractor shall provide control measures to prevent dust and spray from contaminating or leaving the site. All control measures shall be satisfactory to the District.

SR-27. RIGHT-OF-WAY

The right-of-way will be furnished by the District for the work covered by these Contract Documents. No permanent structure of any kind, other than the distribution facilities as described in the Contract Documents, are to be erected thereon. The Contractor shall provide right-of-way for ingress or egress across private property where necessary to gain access to the job site. Should the Contractor need additional working space or lands for material yards, job offices, or other purposes outside of the District furnished right-of-way, Contractor shall obtain such additional lands or easements at their own expense.

SR-28. GATES AND FENCES

Care shall be exercised that fences adjacent to the distribution line are not damaged. Should damage occur to any fence, it shall be repaired immediately, at the Contractor's expense, to standards equal to those of the existing fence.

The Contractor shall construct and maintain at its own expense such temporary fences, gates, and other facilities as shall be necessary for the preservation of crops, control of livestock and protection of life and property.

Before cutting a fence, the Contractor shall take necessary precautions to prevent the straying of livestock and shall prevent the loss of tension in or damage to adjacent portions of the fence.

The Contractor shall comply with the requests of the landowner or lessee regarding leaving gates open or closed.

SR-29. SURVEY/STAKING

**The Contractor shall employ a Land Surveyor licensed in the State of Washington and acceptable to the District Representative to perform all staking as required for the project.** The District Representative will perform spot checking of staking.

The Contractor shall be responsible for creating offsets and the preservation of all survey staking. The Contractor shall re-establish, at his own expense, such surveys as may be required. The Contractor shall give the District 48 hours' notice prior to the need for survey data or field engineering services for any specific area.

SR-30. FLAGGING

Contractor shall provide trained and equipped flaggers to regulate traffic when construction operations encroach upon public traffic lanes. Contractor shall comply with all WSDOT and Grant County traffic control requirements.

SR-31. SITE SECURITY

All costs of providing site security shall be included in the Total Bid Price.

SR-32. LOCAL CONDITIONS

If private land is used by the Contractor, for camp or other construction purposes, the Contractor shall make all necessary arrangements and shall pay all rental or other costs connected therewith. The location, construction, maintenance, operation and removal of the Contractor's camps, and of the camps or establishments of all persons or parties in the vicinity operating or associated with the Contractor, shall be subject to the approval of the District Representative. The Contractor shall be responsible for moving all material to the location of installation.

SR-33. SANITARY FACILITIES

The Contractor shall provide such facilities as required by the O.S.H.A. Location of these facilities shall be acceptable to the District Representative. The Contractor shall assume all costs associated with these facilities.

SR-34. OPTICAL GROUND WIRE (OPGW) AND FIBER SPLICING AND TESTING

The Contractor shall employ a qualified fiber optic splicer to perform OPGW and other fiber splicing and testing as identified in the Contract 130-12514H Technical Specifications.

SR-35. CONCRETE TESTING

The Contractor shall employ a certified testing technician to perform concrete testing as identified in the Contract 130-12514H Technical Specifications.

SR-36. CUSTOMER TRANSFERS

The Contractor shall transfer primary and secondary electrical services from the existing lines to the new line as shown in Exhibit "O", Distribution Transfers. The Contractor shall strive to minimize outage time to District customers to perform these transfers.

The Contractor shall leave the existing communication service drops as they are. The Contractor shall top the poles at these locations at a reasonable distance above the service drop.

SR-37. ADDITIONAL SUPPORT AND GUARD STRUCTURES

The District Representative may request the Contractor make modifications to shoe fly structures, install guard structures, or temporarily locate attachments at different locations on the transmission structures to facilitate constructing shoe flies, minimize outages, ensure customers remain energized, and protect crews on site.



## CONTRACTOR SAFETY REQUIREMENTS

### CS-1. PURPOSE

These Contractor Safety Requirements contain safety requirements that are in addition to those specified in the General Conditions. Section CS-2 applies to all work, whereas, Section CS-3 is specific to specialized types of work. To the extent applicable, the Contractor shall ensure that all workers, subcontractors, and suppliers comply with these requirements. In fulfilling these requirements, the Contractor shall also comply with material and equipment manufacturer instructions, and safety and health requirements stated in the Specific Requirements and/or Technical Specification sections where applicable. If there are conflicts between any of the requirements referenced in the Contract Documents, the more stringent requirement shall prevail.

### CS-2. GENERAL

- A. 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 GC-4.
  
- 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. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for the duration of the Contractor's warranty period.
- 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 Contractor shall have a dedicated safety professional on the job site anytime work is being performed. The dedicated safety professional shall have an associate or bachelor degree in Occupational Health and Safety, an OSHA Training Institute Certification, or educational equivalent. At the District Representative's discretion, five years' experience as a safety professional may be substituted for educational requirements.
- J. Contractor shall ensure all crew members, including Subcontractors, performing work are OSHA 10 certified.
- K. The Contractor shall have a designated safety representative on the job site any time work is being performed. The designated safety representative shall have a minimum of OSHA 30 training.
- L. 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 Exhibit "L", Contractor Safety Request for Information Form.

**CS-3. SPECIALIZED WORK**

- A. 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.
- B. 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.

- C. Crane Operator Certification Requirements – NCCCO: Contractor personnel who operate the District’s cranes shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program. This includes but is not limited to overhead cranes, mobile cranes and boom trucks. Contractor shall be required to present current certification cards for approval by the District Representative prior to equipment operation. The above is a District requirement.
- D. Crane Inspections: Contractor personnel who perform crane inspections shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program. Inspectors shall be required to present a current certification card for approval by the District Representative prior to performing duties. The above is a District requirement.
- E. Rigging Inspections: Contractor personnel who perform rigging inspections or other lifting and handling of large components shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program. Riggers shall be required to present a current certification card for approval by the District Representative prior to performing duties. At the District Representative’s discretion, a Millwright’s card may be substituted for NCCCO certification after review and approval of the Millwright’s rigging certification program. The above is a District requirement.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. 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.

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.

If the material is a hazardous substance, proper protocols compliant with regulation must be followed. The above is a Code requirement.

- L. 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.

- M. 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.

- N. 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.
- O. 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.
- P. Power Delivery Clearance and Lock Out/Tag Out: Contractor employees shall successfully complete the Power Delivery switching and clearance training program prior to being deemed qualified by the District to lock out or tag out machines or equipment. Contractor employees trained and certified as qualified shall be authorized to switch devices and install safety tags for which they are qualified, under the direction of the District's dispatcher, as needed. Contractor employees shall follow the same rules for switching and clearances that apply to District employees as outlined in the District's Switching, Tagging and Clearance Procedures.

If a Contractor employee requests a clearance from the District dispatcher for work to be performed on the District's electric system and the employee is deemed qualified, then the clearance may be issued directly to the requester in accordance with the same rules governing District employees. If the requesting Contractor employee is not deemed qualified, then the clearance shall be issued to a District employee who shall act as the clearance holder and oversee all work performed. The above is a combination of Code and District requirements.

Q. 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.

R. Fire

1. 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.
2. 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.

S. Personal Protective Equipment

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.

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.

The Contractor shall provide a correctly calibrated oxygen level meter for use during confined space entry work inside of the transformer. The Contractor shall be responsible for providing and using a correctly calibrated oxygen level meter during RVT operations.

The Contractor shall take adequate precautions to prevent injury and loss of life from falling, while working on top of the transformers. The Contractor is advised that wind conditions can change suddenly and that severe gusts up to 50 mph or more may be encountered when working outdoors. Full-body harnesses and lanyards, in accordance with OSHA regulations, are required when working on top of the transformer.

T. Emergencies

If an emergency situation is created or observed by the Contractor on Grant PUD land 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 Dispatch Center from:

1. A District telephone, dial ext. 2237 or 2238.
2. 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):

1. A District telephone, dial ext. 2014.
2. An outside telephone line, dial 509-766-2538.

U. 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.

**TECHNICAL SPECIFICATIONS**

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



**EXHIBIT “A” – BID FORM**

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

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

The undersigned has examined the site, plans and specifications, laws and ordinances governing the improvements contemplated. In accordance with the terms and provisions in the foregoing, the following price is tendered as an offer to perform the work, complete in place and ready for satisfactory operation.

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

The Total Bid Price (calculated total of Bid Item Prices 1 through 4) shall be used in the Bid Evaluation. A price must be placed on each blank or the Bid shall not be considered. In case of an error in addition, the correctly calculated total of the Bid Item Prices (Estimated Quantity times Bid Unit Price) shall prevail.

Bid Item No.	Description	Unit Type	Estimated Quantity	Bid Unit Price	Bid Item Price
1	Mobilization (Limited to 5% of Total Bid Price. See Section SR-6)	Lump Sum	N/A	N/A	\$
2	Larson – Stratford 115kV Relocation Construction	Lump Sum	N/A	N/A	\$
3	Apprenticeship Utilization Goals Met Limited to 1% of Total Price (not to exceed \$50,000.00). See Section GC-12	Lump Sum	N/A	N/A	
4	Rock Excavation (See Section SR-16)	Linear Feet	100	\$	\$
<b>TOTAL BID PRICE</b>					\$

The Total Bid Price includes the cost of insurance and the Payment and Performance Bond required by Contract Documents but do not include Washington State and Local Taxes.

Bidder understands and agrees to the Insurance requirements of Section GC-18. Yes \_\_\_\_\_ No \_\_\_\_\_

Payment shall be made in accordance with Section GC-12. Payment shall be made by percentage of work completed satisfactorily based on the approved Schedule of Values. The quantity for Bid Item No. 4 is an

estimated quantity. Payment for Bid Item No. 4 shall be made based on the actual quantity of the Bid Item completed satisfactorily, up to the amount of the Bid Item Price.

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

Bidder has enclosed a Cashier's Check, Certified Check or Bid Bond in accordance with Instructions to Bidders Section 10. Yes \_\_\_\_\_ No \_\_\_\_\_

Bidder understands it is their responsibility to determine the locality of the work and to confirm the appropriate classification of work and most current version of the prevailing wage rates are utilized in the preparation of their Bid (see Section GC-17). Yes \_\_\_\_\_ No \_\_\_\_\_

All Bidders shall attend a mandatory site inspection in accordance with Instructions to Bidders Section 16. **Those Bidders not represented shall not be allowed to bid on this Contract.**

Bidder shall complete all work in accordance with the requirements of Section SR-2. Yes \_\_\_ No \_\_\_  
**Please see Instructions to Bidders Section 7 for Bids that take exception to these requirements.**

Bidder understands and agrees to the Contractor Safety Requirements specified in these Contract Documents. Yes \_\_\_ No \_\_\_  
**Please see Instructions to Bidders Section 7 for Bids that take exception to these requirements.**

**Bidder shall submit the names of Subcontractors who shall perform the HVAC, plumbing and electrical work, and structural steel and rebar installation, or name itself in the table below, or their Bid shall be rejected.** See Instructions to Bidders Section 8.A.

Name	Address	Phone	Type of Work	Percent of Bid
			HVAC	
			Plumbing	
			Electrical Work	
			Structural Steel Installation	
			Rebar Installation	

The Subcontractors listed below are proposed to be employed on other portions of the work. See Instructions to Bidders Section 8. If you require additional space to list Subcontractors, please attach a separate sheet.

Name	Address	Phone	Type of Work	Percent of Bid

Bidder has been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3). Yes \_\_\_ No \_\_\_ **MUST BE FILLED IN**

Bidder (full legal name):			
Street Address:			
Mailing Address:			
City, State, and Zip Code:			
Phone:			
Email:			
State Of Incorporation:		If not WA, does Bidder have a physical office located in the state of WA?	Yes ___ No ___ N/A ___
<p>The District uses DocuSign to sign the final Contract Form following Contract Award. Please provide the following information for the person who will be signing the final Contract Form in the event you are the successful Bidder.</p> <p>Name: _____ Title: _____ Email: _____</p>			
<b>Bidder Responsibility Criteria (see Instructions to Bidders Section 9)</b>			
Contractor's License No. (RCW 18.27, RCW 18.106, RCW 70.87, or RCW 19.28)			
Washington State Unified Business Identifier (UBI) No. / Washington State Department of Revenue State Excise Tax No. (Title 82 RCW)			
Industrial Insurance L&I Account ID (Title 51 RCW)			
Washington State Employment Security Department No. (Title 50 RCW)			
Individual, Partnership, Joint Venture, or Corporation?			
If a co-partnership, provide the name of the firm under which business is transacted.			

The Bidder hereby certifies that, for the one-year period immediately preceding the date of this Bid solicitation, the Bidder has not been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW.

The Bidder hereby certifies that, within the three year period immediately preceding the date of this Bid solicitation, that the Bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

The Bidder hereby certifies that they have attended training from the department of labor and industries or a training program approved by the department of labor and industries relating to the requirements associated with public works and prevailing wage under chapter 39.04.350 RCW and chapter 39.12 RCW. Yes \_\_\_\_ No \_\_\_\_

If no, are you on the Public Works Training Exemption List? Yes \_\_\_\_ No \_\_\_\_

The Bidder hereby certifies that if awarded the public works Contract, each subcontractor, at the time of subcontract execution, shall meet the responsibility criteria listed in RCW 39.04.350(1) and possess an electrical contractor license, if required by RCW 19.28, an elevator contractor license, if required by RCW 70.87, or a plumbing contractor license, if required by RCW 18.106. Yes \_\_\_\_ No \_\_\_\_

We hereby certify that we are not required to have a Washington State UBI No. or State Excise Tax No. for this work.

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

Addendum Nos. (list all individually) \_\_\_\_\_ have been received and have been considered in preparing this Bid.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

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

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

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

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

**EXHIBIT "B" – BID BOND**

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

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

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

PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

**EXHIBIT “C” – CONTRACT FORM**

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

**WITNESSETH:**

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

1. **SCOPE OF WORK** - The Contractor agrees to furnish all, materials, equipment, machinery, tools, plant, labor, and transportation in the manner and form provided by the Contract Documents 130-12514H made a part hereof, entitled Larson - Stratford 115kv Relocation Construction.
2. **COMPLETION** - The Contractor shall perform the work within the times required by the Contract Documents, failure to do so shall result in damage to the District. Liquidated damages for late completion of any work shall be applicable as provided in Section SR-2. Any such liquidated damages shall be deducted from any money due the Contractor. No excuse for failure to timely perform shall be recognized except as specified in Section GC-24.
3. **PAYMENT** - The District agrees to pay the Contractor for the work herein to be performed in the sum of \$\_\_\_\_\_, subject to the Prompt Payment Discount provision (see Section GC-2), plus applicable Washington State Sales Tax in accordance with the Contract Documents.
4. **PAYMENT AND PERFORMANCE BOND** - The Contractor shall furnish in favor of the District, a Payment and Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Payment and Performance Bond has been tendered.

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

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

"PRINCIPAL"

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

\_\_\_\_\_  
Signature

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

"SURETY"

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

\_\_\_\_\_  
Signature

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

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

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

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



**EXHIBIT "E" – CHANGE ORDER**

NO. \_\_\_\_

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

- A. Description of Change:
  
- B. Time of Completion: The revised completion date shall be \_\_\_\_\_. Liquidated damages, if any, shall be assessed based on the revised completion date.  
*OR*  
 The completion date shall remain \_\_\_\_\_.
  
- C. Contract Price Adjustment: As a result of this Change Order, the 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 Contract Price is \$\_\_\_\_\_, including changes incorporated by this Change Order.
  
- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

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

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

Name of Authorized Signature  
Title

Name of Authorized Signature  
Title

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

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

**EXHIBIT "F" – DISTRICT INSTRUCTIONS**

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

Contract No.:	130-12514H	Drawing No. (if applicable):	
Project Name:			

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

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

INSTRUCTION:

Sample Only

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

RECEIPT ACKNOWLEDGED AND INSTRUCTION ACCEPTED (unless CCOP is attached):

Public Utility District No. 2  
of Grant County, Washington

Full Legal Name of Contractor

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

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

Name of Authorized Signature  
Title

Name of Authorized Signature  
Title

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

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

- 3. An order to proceed with preparation and submittal of Contractor Change Order Proposal Form (CCOP, Exhibit "G") immediately for change affecting Contract Price or time for completion of the work.

SUBMIT AN ITEMIZED PROPOSAL for changes in the Contract Price or time for completion of the work if you believe Instruction 3 is a modification to the Contract Documents that affects Contract Price or time for completion of the work. Within three days, the Contractor must submit a CCOP or notify the District Representative, in writing, of the date on which the CCOP submission will be completed.

**EXHIBIT “G” – CONTRACTOR CHANGE ORDER PROPOSAL**

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

Contract No: 130-12514H

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

Drawing No.: \_\_\_\_\_

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

- A. Description of Proposal: (attach separate document/pages/drawings, etc., as needed)
- B. Proposed Contract Time of Completion Adjustment: (if any)
  - 1. Describe impact of proposal on Contract time of completion or milestone(s) (attach separate pages, documents as needed).
  - 2. Provide reason/justification for any change to the Contract completion date or required milestone date(s) including a description of circumstances leading to the event that required this proposal (attach separate pages, documents as needed).
  - 3. Provide all supporting data that will be helpful to the District in evaluating the proposed schedule change (attach separate pages, documents as needed).
  - 4. Date event occurred (if applicable) that required this proposal as well as attaching a revised project schedule showing the impact (if any) of the proposed schedule change.
- C. Proposed Contract Price Adjustment: (if any)
  - 1. Indicate proposed increase/decrease to the Contract lump sum or Contract Price.
  - 2. For any proposed Contract Price adjustment, Contractor shall provide a detailed cost breakdown, including all labor categories, hours, rates, material quantities, and equipment hours and charges (attach separate pages, documents as needed).

\$ \_\_\_\_\_ (lump sum/not to exceed)
- D. Impact to project if this Proposal is not accepted: (if any)

Note: The District shall not be liable for any payment to Contractor, or any claims arising therefrom, for any proposal, until such time as a Change Order has been approved and authorized, in writing, by the District (if ever), in accordance with Contract Section GC-11. Contractor understands and agrees that any information contained herein is in no way binding on the District or is submitted only for the purpose of evaluation by the District.

Full Legal Name of Contractor

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

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

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

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

**EXHIBIT "H" – CERTIFICATE OF COMPLETION AND RELEASE**

FROM: \_\_\_\_\_  
(Contractor)

TO: Public Utility District No. 2 of Grant County, Washington  
(District)

Contract No. 130-12514H, entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Between Public Utility District No. 2 of Grant County, Washington and  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ for  
\_\_\_\_\_  
\_\_\_\_\_

Sample Only

**KNOW ALL MEN BY THESE PRESENTS:**

1. The undersigned hereby certifies that there is due from and payable by the District to the Contractor under the Contract and duly approved Change Orders and modifications the balance of \$\_\_\_\_\_.

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the District to the Contractor:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**(Itemize claims and amounts due - If none, so state)**

3. The undersigned further certifies that all work required under this Contract including work required under Change Orders numbered \_\_\_\_\_ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.

4. Except for the amounts stated under paragraphs 1 and 2, hereof, the undersigned has received from the District all sums of money payable to the undersigned under or pursuant to the above mentioned Contractor or any modification or change thereof.

Certificate of Completion and Release  
Page 2

5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the District from any and all claims arising under or by virtue of this Contract, except the amount listed in paragraph 2 hereof; provided however, that if for any reason the District does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but shall release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in paragraph 1, hereof, he shall release the District from any and all claims of any nature whatsoever arising out of said Contractor or modification thereof, and shall execute such further released or assurances as the District may request.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

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

**EXHIBIT "T" – COLLECTIVE BARGAINING AGREEMENT, SECTION 2.5**

2.5 Contracting and Job Security

2.5.1

The District shall make appropriate provisions in any agreement entered into with any building trades, electrical or mechanical contractor or subcontractor, for the furnishing of work to the District, that such contractor or subcontractor shall conform to the Contract provisions of Washington State law affecting Public Utility District at the time of the contract award, except that contracts let in accordance with Section 2.5.2 shall require adherence to current wage rates. The District shall require contractors to furnish the District with the rates of wages and other employee benefits.

2.5.2

For purposes of the preceding paragraph with respect to contracts for line and substation maintenance and construction, including pole testing and tree trimming, current and prevailing wage rates, employee benefits and working conditions shall be defined as the equivalent of those expressed through collective bargaining for the Union's construction membership. Verification of payment shall be furnished to the Union by way of Contractor certified payroll documents upon request. It is agreed by the parties hereto that this requirement can be fulfilled by the contractors having an agreement with Local 77.

2.5.3

Written notice shall be given to the Union prior to the start of pending contract work.

2.5.4

It is recognized by both the Union and the District that a stable total work force is desirable. To this end, the District shall not use contracting as a reason for reduction of force. In the case of lack of work because of automation or technological change, reductions shall be made by attrition when reassignment is not feasible. Employees so affected shall not lose their established pay rate.

**EXHIBIT “J” – BOND IN LIEU OF RETAINAGE**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound  
unto Public Utility District No. 2 of Grant County, Washington (hereinafter “District”), and to any claimants  
eligible to file a lien or claim against monies retained by the District pursuant to RCW 60.28 (hereinafter  
collectively designated as “Obligees”), from monies earned by Principal in the sum stated below, to the  
payment of which, well and truly to be paid, we bind ourselves, or heirs, executors and successors jointly  
and severally, firmly by these presents.

The condition of the obligations is such that, whereas, the Principal and the District entered into a  
Contract for public improvement for \_\_\_\_\_  
and, whereas, the Principal requested the District to accept this bond in lieu of all of the Contract retainage  
which the District would otherwise be required to withhold pursuant to Chapter 60.28 RCW; and whereas,  
the Principal has submitted to the District this bond executed by itself and the Surety, a corporation  
authorized to issue surety bonds in the State of Washington, in the penal sum of, \$ \_\_\_\_\_  
lawful money of the United States of America, which is 5% of the Contract Price, and the Principal has  
requested the District, within 30 days of delivery of the bond to the District, to release the monies that  
would otherwise be retained; and the District has consented to permit Principal to file this bond in lieu  
hereof.

NOW, THEREFORE, if the Principal shall indemnify the Obligees from all loss which Obligees  
may suffer by virtue of the release of retainage to Principal on monies earned or to be earned, and shall pay  
any sum which Obligees may recover on their claims, together with costs of suit, reasonable legal fees, and  
interest to which the claimants may be entitled consistent with law and any claims, costs of suit and  
reasonable legal fees incurred by the District, then this obligation to be null and void, otherwise to be in  
full force and effect.

Provided: however, it is expressly understood and agreed:

1. This bond is given and accepted under and in accordance with the provisions of RCW 60.28 and is subject to all claims and liens and in the same manner and priority as set forth for retained percentages contained therein.
2. The laws of the State of Washington shall be applicable in the determination of the rights and obligations of the parties hereunder.
3. No right of action shall accrue upon or by reason hereof to, or for the use or benefit of anyone other than the Obligees herein identified.
4. The aggregate liability of the Surety under this bond for claims against this bond shall not exceed the penal sum of this bond unless change orders, changes in quantities of work or materials provided or other amendments to the Public improvement Contract increase the amount the District is required to retain, in which event the aggregate liability of the Surety shall increase by a sum equaling the increase in the Contract Price multiplied by 5%.
5. The Surety acknowledges that increases in Contract Price may occur as identified in the preceding paragraph. The Surety hereby waives any defense of lack of notice of said increases and the consequent increases in retainage released to the Principal against claims by the Obligees, or any of them.

- 6. In the event Principal fails at any time to pay persons protected under Washington law, RCW Chapter 60.28, or the District has reason to believe that the District or other Obligee has a claim against the retainage or for other good cause, the District claim against the retainage may, at its option, resume retaining from monies earned by Principal such amount as it would otherwise be entitled to retain had this bond not been accepted. Notwithstanding the District's resuming such retainage, this bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Principal. After Principal has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to this agreement. Notwithstanding any action the District may take pursuant to this section, Surety shall remain liable as set forth above. It shall be no defense, by Surety or Principal, against any claim under this bond that the District should have resumed retaining monies.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“PRINCIPAL”

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Attorney in Fact

"SURETY"

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Attorney in Fact

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

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

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



**EXHIBIT “K” – NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date of Award: \_\_\_\_\_

You are hereby notified to commence work on the above referenced project on or before \_\_\_\_\_, 20\_\_, and you are to complete the work on or before March 3, 2025. All required work, including labor and specified materials, shall be in full compliance with the terms and conditions contained in the Contract Documents referenced above, which are herein incorporated by this reference.

Sample Only

Public Utility District No. 2  
of Grant County, Washington

BY: \_\_\_\_\_

Tyler Delong  
District Representative

DATE: \_\_\_\_\_

**EXHIBIT “L” – CONTRACTOR SAFETY REQUEST FOR INFORMATION**



# Contractor Safety Request for Info

<b>Contractor Company Name:</b>		<b>Prepared By:</b>	
<b>Address:</b>		<b>Title:</b>	
		<b>Phone #:</b>	
		<b>Date:</b>	

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 = $\frac{\text{NO. OF RECORDABLE INJURIES} \times 200,000}{\text{TOTAL HOURS FOR YEAR}}$			

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

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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
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If yes, list certificates of recognition your company has received within the past 3 years:

Indicate elements included in your overall HSE program	HSE Program	New Hire Training	Supervisor/Foreman Training
Corporate HSE Policy			
HSE Workplace Committee			
HSE Inspections and Audits			
Personal Protective Equipment			
Hazard Assessment and Communication			
Task Assignment Training			
Respiratory Protection			
Fall Protection			
Scaffolding and Ladders			
Perimeter Guarding			
Housekeeping			
Fire Protection/Prevention			
First- Aid Procedures/Facilities			
Emergency Procedures			
Toxic Substances/Hazard Communication			
Trenching and Excavation			
Signs, Barricades, and Flagging			
Electrical Safety			
Rigging and Crane Safety			
Safe Work Practices			
Safety Supervision			
Toolbox/Workplace HSE Meetings			
Incident Investigation/Reporting			
Abrasive Blasting Safety			
Substance Abuse			
Vehicle Safety			
Use of Compressed Gas Cylinders			
Welding/Cutting			
Medical Evaluation			

Blood borne Pathogens			
Employee Discipline			
High-Pressure Water Cleaning			
Hot Taps			
Noise/Hearing Conservation			
Heat/Cold stress			
Incentives/Awards for HSE Achievements			
Spill Prevention/Response			
Dust Suppression			
Wastewater/Storm Water Management			
Hazardous Waste and Solid Waste Management			
Equipment Emissions			
Wetlands/Sensitive Habitats			

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

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

**REVIEW/APPROVAL SIGNATURES**  
GRANT PUD USE ONLY

<p style="text-align: center;">REQUIRED SIGNATURE</p> <p>SAFETY: _____ DATE _____</p> <p>DISTRICT REP. _____ DATE _____</p>	<p style="text-align: center;"> <input type="checkbox"/> RECEIVED      <input type="checkbox"/> FURTHER REVIEW         </p>
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**EXHIBIT “M” – DISTRICT FURNISHED MATERIALS LISTS**

The District Furnished Materials List will be posted as a separate documents on the District’s ProcureWare website as:

- Exhibit M – District Furnished Materials List.pdf

**EXHIBIT “N” – MATERIAL LIST – MINIMUM QUANTITY**

Material List – Minimum Quantity will be posted as a separate document on the District’s ProcureWare website.

**EXHIBIT “O” – DISTRIBUTION TRANSFERS**

Distribution Transfers will be posted as a separate document on the District’s ProcureWare website.



**EXHIBIT “P” – LAMINATED WOOD POLE MATERIAL LISTS**

The Laminated Wood Pole Material Lists will be posted as a separate document on the District’s ProcureWare website.

**EXHIBIT “Q” - CONTRACT DRAWINGS**

The Contract Drawings will be posted as a separate document on the District’s ProcureWare website.

**EXHIBIT “R” – LAMINATED WOOD POLE SHOP DRAWINGS**

The Laminated Wood Pole Shop Drawings will be posted as a separate document on the District’s ProcureWare website.

**EXHIBIT “S” – GOOGLE EARTH FILE**

The Labor to Construct the Larson – Stratford 115kV Relocation Project Google Earth File will be posted as a separate file on the District’s ProcureWare website.



**EXHIBIT “T” – 288CT FIBER DETAILS**

The 288ct Lashing Details will be posted as a separate file on the District’s ProcureWare website.

**EXHIBIT “U” – SHOEFLY DETAILS**

The Shoefly Details will be posted as a separate file on the District’s ProcureWare website.

**EXHIBIT “V” – 1/8 TO 14/1A SAGGING DETAILS**

The 1/8 to 14/1A Sagging Details will be posted as a separate file on the District’s ProcureWare website.

**EXHIBIT “W” – APPRENTICE UTILIZATION PLAN**

The Apprentice Utilization Plan will be posted as a separate document on the District’s ProcureWare website.



## COMMERCIAL EVALUATION

<b>Contract No.:</b>	130-12514H	<b>Contract Title:</b>	Larson-Stratford 115kV Relocation Construction
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<b>Bid Opening Date</b>		10/31/2024	
<b>Total No. of Bidders:</b>		7	
<b>Was prequalification required for bidding?</b>		Yes - HVE	
<b>No. of potential Bidders who obtained the Bid documents:</b>		10	
<b>Was this Bid advertised in the newspaper?</b>	Yes	<b>If yes, where?</b>	Columbia Basin Herald
<b>Addenda issued?</b>	Yes	<b>If yes, how many</b>	1

Additional Information

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<b>Cost Estimate:</b>	<b>7,500,000.00</b>
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### Bidders

<b>Name of Bidder:</b>	Potelco, Inc.		
<b>Total Bid Price:</b>	\$1,349,774.94	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	Yes	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Choose an item.

Additional Information:

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<b>Name of Bidder:</b>	Riverline Power, LLC		
<b>Total Bid Price:</b>	\$1,690,000.00	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	Yes	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Choose an item.

Additional Information:

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<b>Name of Bidder:</b>	Henkels and McCoy		
<b>Total Bid Price:</b>	\$1,890,675.07	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	Yes	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Choose an item.

Additional Information:

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<b>Name of Bidder:</b>	Sturgeon Electric		
<b>Total Bid Price:</b>	\$1,949,742.50	<b>Bid Security:</b>	Bid Bond
<b>Signature Certification:</b>	Yes	<b>Delivery / Completion:</b>	As required
<b>Addendum Received:</b>	Yes	<b>Bidder's Data Provided:</b>	Yes
<b>Commercially Compliant?</b>	Yes	<b>Technically Compliant?</b>	Choose an item.

Additional Information:

Didn't provide a price for AUP.
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# **For Commission Review – 11/26/2024**

Motion authorizing the General Manager/CEO to execute Change Order No. 5 to Contract 170-10049 with WEG Transformers USA increasing the not-to-exceed contract amount by \$28,412,006.00 for a new contract total of \$47,758,749.85 plus sales tax with a revision completion date of September 30, 2028 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. 5.

xxxx

**MEMORANDUM**

**November 14, 2024**

**TO:** Rich Wallen, General Manager/CEO

**VIA:** Jeff Grizzel, Chief Operating Officer JG  
Ron Alexander, Director of Power Delivery RA  
Jesus Lopez, Senior Manager of Power Delivery Engineering JL  
Angel Barahona-Sanchez, TSA Engineering Supervisor ABBS

**FROM:** Chris Johnson, District Representative

**SUBJECT:** Change Order 5 for Contract 170-10049 – Supplying Power Transformers – Alternate Source

**Purpose:** To request Commission approval for Change Order 5 to Contract 170-10049 with WEG increasing the not to exceed Contract Price of \$28,412,006.00 to \$47,758,749.85, plus sales tax.

**Discussion:** WEG was awarded Contract 170-10049 on August 8, 2020, for \$28,412,006.00 to supply 27 power transformers. The Contract allows for price adjustments based on specified Commodity Indices. Due to a 34% increase in power transformer costs, the District was only able to procure 19 units before reaching the contract's not-to-exceed price.

In addition, we are seeking approval to amend the contract to include an additional 3 power transformers not accounted for in the original quantities.

This Change Order will do two things.

1. Increase the number of power transformers we can procure from 27 to 30.
2. Increase the Contract Price to cover the Price Adjustments and additional quantities.

**Justification:** The adjustment of Bid Item quantities considers current lead times and future project completion dates. The summary of these adjustments is provided below. The justification for this adjustment is that, throughout the Contract, there has been a decreased need for specialized dual high-side voltage transformers and an increased need for typical sized transformers. Bid item 2 refers to our standard large industrial substation transformer, while Bid Item 6 refers to our standard residential/agricultural transformer.

Our system studies have identified several residential/agricultural Substations that will require either a second transformer or a rebuild due to age, within the anticipated lead time for our Power Transformers. This change order will allow procurement of these units soon to secure production slots, ensuring these projects can be completed as needed.

Bid Item	Bid Item Description	Initial Quantities	Final Quantities
1	235x117-13.8 kV, 41.6 MVA	1	0
2	235-13.8 kV, 41.6 MVA	17	17
3	117-13.8 kV, 41.6 MVA	1	3
4	235x117-13.8 kV, 25 MVA	2	0
5	235-13.8 kV, 25 MVA	1	0
6	117-13.8 kV, 25 MVA	5	10

Project	Bid Item
Adams Road 2nd Lineup	6
Central Ephrata 2nd Lineup	6
Larson Distribution Rebuild	3
East Wheeler LLC	2
East Wheeler LLC	2
New Substation Larson Area	6
New Substation Larson Area	6
Wahluke Rebuild 2nd Lineup	2
New Substation NE of White Trail	6
New Substation Mae Valley Area	2
New Substation Mae Valley Area	2

**Financial Considerations:** The Contract Price adjustment accounts for the increase in commodity prices included in the Commodity Price Adjustment clause of the Contract. Since the contract was awarded in 2020, commodity prices have increased at a faster than normal rate.

Each unit's invoice includes a Commodity Price Index Adjustment, reflecting the material cost at the time of manufacturing. For example, the initial unit price including Change Order 2 and warranty, was \$1,108,894.00. The price adjustment was \$550,000.00, resulting in a total unit price of \$1,658,894.00, which represents a 49.6% increase.

This Change Order's Contract Price increase covers the anticipated price adjustments for all future transformers intended to be procured under this Contract.

**Contract Specifics:** No other changes will be made to the Contract.

**Recommendation:** Approve Change Order 5 to increase the number of transformers and increase the not to exceed Price to \$47,758,749.85, plus sales tax.

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

**Signature:** Jeff Grizzel  
Jeff Grizzel (Nov 14, 2024 07:05 PST)  
**Email:** jgrizzel@gcpud.org

**Signature:** Jesus Lopez  
Jesus Lopez (Nov 14, 2024 07:05 PST)  
**Email:** jlopez@gcpud.org

**Signature:** Ron Alexander  
Ron Alexander (Nov 13, 2024 15:26 PST)  
**Email:** ralexander@gcpud.org

**Signature:** Angel Barahona-Sanchez  
Angel Barahona-Sanchez (Nov 14, 2024 07:35 PST)  
**Email:** abaraho@gcpud.org

CHANGE ORDER  
NO. 5

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

- A. Description of Change: Increase the Contract Price and extend the Contract completion date.
- B. Time of Completion: The revised completion date shall be September 30, 2028. Liquidated damages, if any, shall be assessed based on the revised completion date.
- C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased/decreased by the sum of \$19,346,743.85 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 \$47,758,749.85, 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

WEG Transformers USA

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

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

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

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

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

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

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

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



Change Order Table

**Contract Title:** Supplying Power Transformers - Alternate Source

Contract No.	170-10049	Award Date:	8/11/2020
Project Manager:	Angel Barahona-Sanchez	Original Contract Amount:	\$28,276,871.00
District Representative (If Different):		Original Contract completion:	12/31/2025
Contractor:	WEG Transformers USA	Total CO Cost Change Amt	\$19,481,878.85

CO#	Change Description	Approved by	Executed Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Revise the required delivery dates of the units that District is committing to purchase in Section SR-2.	Dept Mgr	10/28/20	N/A	\$0.00	\$28,276,871.00	
2	Increase the NTE Contract Price, revise Technical Specifications Sections 2.17.1, 2.17.18A, remove Section 2.19.7, and revise the required delivery dates from Change Order No. 1.	Managing Director	07/02/21	N/A	\$135,135.00	\$28,412,006.00	\$135,135.00
3	Revise the Latest Delivery Date for Bid Item No. 6 only, initially established in the table in Section SR-2, Delivery/Liquidated Damages, and as revised in Change Order No. 2.	Dept Mgr	10/29/21	N/A	\$0.00	\$28,412,006.00	\$135,135.00
4	Revise the Earliest & Latest Delivery Dates as initially established in the table in Section SR-2, Delivery/Liquidated Damages, and as revised in Change Order Nos. 2 and 3.	Senior/Plant Mgr	01/12/22	N/A	\$0.00	\$28,412,006.00	\$135,135.00
5	Increase the NTE Contract Price and Extend the Contract Completion date.	Comm		09/30/28	\$19,346,743.85	\$47,758,749.85	\$19,481,878.85
<b>Total Change Order Cost Change Amount</b>					<b>19,481,878.85</b>		



# **For Commission Review – 11/12/2024**

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 430-12496 with Blue Leaf Environmental - LGL for a 3 year not-to-exceed amount of \$2,225,677.00 for conducting juvenile salmonid survival studies within the Priest Rapids Project during the years 2025 – 2027.

xxxx

## MEMORANDUM

November 14, 2024

**TO:** Richard Wallen, Chief Executive Officer/General Manager

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

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

**SUBJECT:** Award of Contract 430-12496 – Juvenile Salmonid Survival Studies within the Priest Rapids Project 2025-2027.

**Purpose:** To request Commission approval of Contract 430-12496 with Blue Leaf Environmental (Blue Leaf) with a three (3) year not-to-exceed amount of \$2,225,677.00. This contract is for professional services to conduct juvenile salmonid survival evaluations during the years of 2025–2027 throughout the Priest Rapids Project.

**Discussion:** Juvenile salmonid survival evaluations are requirements under the 2008 National Marine Fisheries Services (NMFS) Biological Opinion (BiOp) and Priest Rapids Salmon and Steelhead Settlement Agreement (SSSA), both of which were adopted and included into the Priest Rapids FERC License Order. These biological evaluations are used to assess progress towards meeting a 93% juvenile project passage survival for ESA-listed (Upper Columbia River Spring Chinook and steelhead) and non-listed species (summer Chinook, sockeye, and eventually coho).

Grant PUD has been conducting acoustic tag studies since 2004 and this technology has been employed as part of the continuing effort to monitor and evaluate survival of fish migrating through the Priest Rapids Project. The proposed survival and behavior studies (2025-2027) are designed to provide relevant information and empirical evidence on survival rates and behavior of run-of-river juvenile steelhead, yearling Chinook and sockeye as they migrate through the Priest Rapids Project and in relationship to the newly constructed Priest Rapids Fish Bypass. Behavioral information related to the Bypass will be used to determine both fish passage efficiency and survival rates for species mentioned above.

To select a firm to conduct the necessary evaluation, a Request For Proposals (RFP) for contract 430-12496 was placed on the Public Utility District No. 2 of Grant County Washington, (Grant PUD) ProcureWare site on October 15, 2024, for entities to perform the juvenile salmonid survival studies within the Priest Rapids Project during years 2025-2027. An addendum was issued to this RFP on October 15, 2024, clarifying that this work also included fish husbandry and fish tagging tasks.

The RFP submittal deadline was October 29, 2024, and two (2) entities submitted proposals; Hinchinbrook ECO Innovations (Hinchinbrook) and Blue Leaf Environmental Inc. (Blue Leaf). On November 4, 2024, the RFP Review Committee met, reviewed, and then independently scored the submitted proposals. Four separate categories were used

to evaluate each proposal, General Qualifications (20%), Technical Qualifications (70%), Accessibility to District and Project Sites (5%) and Rates (5%). A ranking of 1-5 was used to evaluate each category contained within the General Qualifications, Accessibility and Rate sections, with the assignment of a score of 5 indicating an extremely proficient level of skills, knowledge, and abilities. Meanwhile, a ranking of 1-10 was used to evaluate the Technical Qualification section, with the assignment of a score of 10 indicating an extremely proficient level of skills, knowledge, and abilities. Scores were totaled for each entity and the entity with the highest total was selected.

After review of the submitted proposals, the RFP Review Committee unanimously selected Blue Leaf to conduct the juvenile salmonid survival studies within the Priest Rapids Project for years 2025-2027. Blue Leaf has an established history in the region doing the core work that was requested via the RFP and has the depth of expertise and key staff to perform the tasks identified by Grant PUD. Furthermore, Blue Leaf has access to additional staff resources through LGL Limited.

**Justification:** Evaluations are requirements adopted as part of Grant PUD's FERC License Order, 2008 NMFS BiOp and SSSA. This request for contract approval is needed at this time to allow for preparation for the upcoming studies expected to begin with equipment orders and installation winter quarter 2024 and first quarter 2025.

At this time, other alternatives are not available to Grant PUD to conduct these kinds of evaluations, as we lack the internal expertise and labor resources to properly conduct juvenile salmonid survival and behavior studies of this kind. For example, use of acoustic tags requires the surgical implantation into the body cavity of juvenile salmonid smolts. In addition, the amount of data, data processing and analysis necessary when using this technology could not be handled with current in-house labor resources.

**Financial Considerations:** The total not-to-exceed amount of this 3-year contract is \$2,225,677.00. This contract will cover the years 2025-2027 and include four (4) survival studies (involving 4 different species of salmonids), with the option for a single species retest for a total of five (5) evaluations). Survival estimates will be developed for two (2) species in 2025 (yearling Chinook and juvenile steelhead), 2 species (sockeye and coho) in 2026, with an option conduct a single species retest in 2027 if necessary. The total not to exceed contract amount is \$2,225,677.00.

**Recommendation:** Commission approve the award of Professional Services Contract (430-12496) to Blue Leaf Environmental Inc. to conduct juvenile salmonid survival studies within the Priest Rapids Project during the years 2025–2027.

**Legal Review:** See attached e-mail.

**From:** [Jeff Grizzel](#)  
**To:** [Shelli Tompkins](#); [Tom Dresser](#); [Ross Hendrick](#)  
**Cc:** [Rolland O'Connor](#)  
**Subject:** Re: Contract 430-12496\_Final Award Memo\_Blue Leaf.  
**Date:** Wednesday, November 13, 2024 1:03:58 PM

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Looks good. Thanks Shelli.

Jeff

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**From:** Shelli Tompkins <stompkins@gcpud.org>  
**Sent:** Wednesday, November 13, 2024 12:51 PM  
**To:** Jeff Grizzel <Jgrizzel@gcpud.org>; Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>  
**Cc:** Rolland O'Connor <Roconnor@gcpud.org>  
**Subject:** RE: Contract 430-12496\_Final Award Memo\_Blue Leaf.

Jeff,

Corrected.

**Financial Considerations:** The total not-to-exceed amount of this 3-year contract is \$2,225,677.00. This contract will cover the years 2025-2027 and include four (4) survival studies (involving 4 different species of salmonids), with the option for a single species retest for a total of five (5) evaluations). Survival estimates will be developed for two (2) species in 2025 (yearling Chinook and juvenile steelhead), 2 species (sockeye and coho) in 2026, with an option conduct a single species retest in 2027 if necessary. The total not to exceed contract amount is \$2,225,677.00.

**Shelli Tompkins**

*Procurement Officer*

OFFICE 509.906.6983

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

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**From:** Jeff Grizzel <Jgrizzel@gcpud.org>  
**Sent:** Wednesday, November 13, 2024 12:45 PM  
**To:** Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>  
**Cc:** Shelli Tompkins <stompkins@gcpud.org>; Rolland O'Connor <Roconnor@gcpud.org>  
**Subject:** Re: Contract 430-12496\_Final Award Memo\_Blue Leaf.

Tom et al. - see the highlighted sentences below in the Financial Considerations section. I believe the second sentence is in error and can be removed but I didn't want to remove it without checking with you first. Once it's determined which NTE amount is correct, I'm good with the memo.

The total not-to-exceed amount of this 3-year contract is \$2,225,677.00. This contract will cover the years 2025-2027 and include four (4) survival studies (involving 4 different species of salmonids), with the option for a single species retest for a total of five (5) evaluations). Survival estimates will be developed for two (2) species in 2025 (yearling Chinook and juvenile steelhead), 2 species (sockeye and coho) in 2026, with an option conduct a single species retest in 2027 if necessary. The total not to exceed contract amount is \$2,895,891.00.

Jeff

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**From:** Tom Dresser <[TDresse@gcpud.org](mailto:TDresse@gcpud.org)>

**Sent:** Tuesday, November 12, 2024 4:59 PM

**To:** Ross Hendrick <[Rhendr1@gcpud.org](mailto:Rhendr1@gcpud.org)>; Jeff Grizzel <[Jgrizzel@gcpud.org](mailto:Jgrizzel@gcpud.org)>

**Cc:** Shelli Tompkins <[stompkins@gcpud.org](mailto:stompkins@gcpud.org)>; Rolland O'Connor <[Roconnor@gcpud.org](mailto:Roconnor@gcpud.org)>

**Subject:** Contract 430-12496\_Final Award Memo\_Blue Leaf.

Jeff and Ross, I approve of this memo moving forward to the Commission Packet. Per Ross's discussion with Shelli, instead of signatures, we each simply need to approve the memo via this email chain and Shelli will take from there (PDF, uploading to Commission Packet, etc.).

So, [@Ross Hendrick](#) and [@Jeff Grizzel](#) please review and approve the attached memo by responding to all, ideally by noon tomorrow.

Thanks

**From:** [Ross Hendrick](#)  
**To:** [Tom Dresser](#); [Jeff Grizzel](#)  
**Cc:** [Shelli Tompkins](#); [Rolland O'Connor](#)  
**Subject:** Re: Contract 430-12496\_Final Award Memo\_Blue Leaf.  
**Date:** Tuesday, November 12, 2024 5:47:48 PM

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I approve. Thanks!

RH

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**From:** Tom Dresser <TDresse@gcpud.org>  
**Sent:** Tuesday, November 12, 2024 4:59:26 PM  
**To:** Ross Hendrick <Rhendr1@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>  
**Cc:** Shelli Tompkins <stompkins@gcpud.org>; Rolland O'Connor <Roconnor@gcpud.org>  
**Subject:** Contract 430-12496\_Final Award Memo\_Blue Leaf.

Jeff and Ross, I approve of this memo moving forward to the Commission Packet. Per Ross's discussion with Shelli, instead of signatures, we each simply need to approve the memo via this email chain and Shelli will take from there (PDF, uploading to Commission Packet, etc.).

So, [@Ross Hendrick](#) and [@Jeff Grizzel](#) please review and approve the attached memo by responding to all, ideally by noon tomorrow.

Thanks

## 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 Blue Leaf Environmental - LGL (“Contractor”);

### R e c i t a l s :

The District desires to obtain professional and expert biological services to conduct survival studies for Juvenile salmon and steelhead; and

The District's Senior Manager of Environmental Affairs believes this will provide the expert technical biological services associated with conducting juvenile salmonid survival studies and behavior studies using acoustic tag technology, which are associated with the Terms and Conditions 1.1 (Performance Standards) and 1.12 (Alternative Top-Spill Concept, Priest Rapids Dam) of Section 2.9.6 of Biological Opinion, which was issued to the District by National Oceanic and Atmospheric Administration, NOAA Fisheries, on February 1, 2008 and incorporated into the new license issued by the Federal Energy Regulatory Commission on April 17, 2008; and

The Contractor, through an established review procedure, has been selected and is willing to provide services on the terms and conditions hereinafter stated.

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

#### 1. Scope of Services

The Contractor shall perform acoustic tag studies to evaluate yearling Chinook, juvenile steelhead, sockeye, and coho survival rates through the Priest Rapids Project during the spring smolt out-migration for years 2025-2027. Survival for these species will be estimated using a paired-release model and estimates for migration rate, forebay residence times, and tag detection efficiency for the species listed will be developed for the Wanapum and Priest Rapids developments. Contractor must also supply staff to perform fish tagging and husbandry activities, as well as associated tagging equipment. In addition, Contractor needs to include fish taggers among the Key Personnel. Overall tasks to be addressed in 2025-2027 included below in addition to items identified above.

Task 1) Estimation of survival for yearling Chinook and juvenile steelhead passing through the Priest Rapids Project using the paired-release model (in 2025) and estimation of survival for juvenile sockeye and coho passing through the Priest Rapids Project using the paired-release mode (in 2026);

Task 2) Estimation of migration rate, forebay residence times, and tag detection efficiency of yearling Chinook and juvenile steelhead through the Wanapum and Priest Rapids developments in 2025 and estimation of migration rate, forebay residence times, and tag detection efficiency of juvenile sockeye and coho through the Wanapum and Priest Rapids developments in 2026. Techniques and methodologies used need to follow those included in Hatch et al. 2017; and

Task 3) Continue to support the evaluation of avian predation impacts on steelhead smolts within the Priest Rapids Project through providing study tag codes to RTR/OSU to aid in their recovery of PIT tags at avian nesting colonies on the Mid-Columbia Plateau and continuing collaborative

communications between Grant PUD and Real Time Research in conjunction with NOAA Fisheries.

The Contractor will also be required to perform the following:

- A. Planning & Logistics, shall include:
  - 1. Work with District staff to formulate an effective deployment map.
  - 2. Work with District staff to formulate an effective deployment plan and schedule.
  - 3. Test all equipment, receivers, and acoustic systems prior to deployment.
  - 4. Develop and tune database and network to permit District real-time data access.
- B. Logistics & Deployment, shall include:
  - 1. Deploy and tune database and network to permit District data access.
  - 2. The District will provide the hardware for receiver installations, including; materials to construct anchors, installation mounts, wire rope, flotation, and accompanying fittings, etc.
  - 3. Mobilize acoustic receivers and detection systems for deployment.
  - 5. Assist District in acoustic detection systems deployment.
  - 6. Install acoustic receivers at all locations.
  - 7. Ensure that all necessary equipment to receive and process data at an offsite location is operational (District's will not provide onsite data processing equipment or facilities).
- C. Tag Tracking & Coding, shall include:
  - 1. Ensure that individual tags are tested and operational.
  - 2. Identity and address tag malfunctions.
  - 3. Ensure that each tag can be tracked to specific tagged individual fish.
  - 4. Be able to conduct tag life evaluations.
- D. Calibration & Testing, shall include:
  - 1. Test all acoustic receivers and detection systems to verify functionality.
  - 2. Calibrate each receiver system with acoustic tags in the water.
  - 3. Calibrate autonomous node positions to a standard GPS coordinate system, as needed.
  - 4. Initiate data collection prior to fish being released to verify that all systems are functional and working together.
- E. Data Collection, shall include:
  - 1. Interview, hire and train technicians.
  - 2. Daily review of incoming data.
  - 3. Daily troubleshooting of physical issues with deployed acoustic systems.
  - 4. Daily troubleshooting of electronic issues with deployed acoustic systems.
- F. Data Processing, shall include:
  - 1. Maintain database to manage and allocate tag files for processing.
  - 2. Extensive QA/QC review.
  - 3. Produce weekly informal email reports to update District on study status.



G. Data Analysis, shall include:

1. Calculate migration and residence times.
2. Calculate detection efficiency, and tag-life correction curves.
3. Plot binary densities, Kernal densities and approach distributions.
4. Calculate reach specific survival rates through Priest & Wanapum.
5. Coordinate with the District Representative and Buchanan Statistical Consulting, LLC for data transfer and timeline.
6. Present final data set to Buchanan Statistical Consulting, LLC for statistical analysis by **third week in August**. No adjustments to data set beyond final data submittal unless coordinated and approved by the District Representative.
7. Provide the District with all raw and processed data at end of the evaluation (February 2028).

H. Demobilization & Inventory, shall include:

1. Assist District staff in acoustic cable and/or detection receiver removal.
2. Inventory and test acoustic telemetry equipment.
3. Organize and store gear for over-wintering.

I. Report Development and Presentation, shall include:

1. Generate Draft report for a 30-day review by District staff by October 15 of each year.
2. Complete Draft Final report for a 30-day review by the Priest Rapids Coordinating Committee (PRCC) by November 30 of each year. Includes presenting Draft Final results to PRCC.
3. Support the District in responding to questions presented by PRCC.
4. Complete Final annual reports by February 15 of each year.

J. Miscellaneous, shall include:

1. Supply all required field supplies (e.g., office, safety, computers, printers, supplies, materials, etc.) for the study unless provided by the District.
2. The Contractor will provide PIT and CWT detection equipment.

K. 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 February 29, 2028 or until terminated pursuant to Section 17.

4. Compensation and Payment

- A. Compensation for services rendered and all reimbursable costs shall be per the rates set forth in Appendix “A”, Rate Schedule, which rates and costs shall not be subject to change until two years after the effective date of this Agreement. 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) for the West Urban region occurring during the immediately preceding 12 month period for which CPI-U data is available. Contractor shall notify the District in writing at least 30 days prior to any such rate increase going into effect.

**Budget summary for 2025-27, broken out by years and by task items. Budgeting is based on methods in Hatch et al. (2017), anticipating either 4 or 3 species tagged. Assuming two species (Chinook Salmon and steelhead) in 2025, either two (Sockeye and Coho salmon, i.e., ‘4 species version’) or one species (Sockeye Salmon only, i.e., ‘3 species version’) in 2026, and a single species retest in 2027.**

	2025 (2 species)		2026 (2 species)		2026 (1 species)		2027 (1 species)		TOTAL	
	Labor	Expenses	Labor	Expenses	Labor	Expenses	Labor	Expenses	4 species	3 species
<b>TASK 1: Study Design</b>										
Study Design Preparation	\$36,111	\$402	\$31,666	\$402	\$27,936	\$402	\$27,936	\$402	\$96,919	\$93,189
Project Coordination and Safety	\$51,320	\$810	\$44,480	\$810	\$34,960	\$810	\$34,960	\$810	\$133,190	\$123,670
<b>TASK 2: Deployment and Removal of Detection Equipment</b>										
Preparation, Testing, and Logistics	\$57,700	\$4,294	\$57,700	\$4,294	\$57,700	\$4,294	\$57,700	\$4,294	\$185,982	\$185,982
Equipment Deployment	\$47,240	\$8,964	\$47,240	\$8,964	\$47,240	\$8,964	\$47,240	\$8,964	\$168,612	\$168,612
Equipment Interrogations and Maintenance	\$42,840	\$14,237	\$42,840	\$14,237	\$42,840	\$14,237	\$42,840	\$14,237	\$171,231	\$171,231
Equipment Removal	\$45,360	\$3,798	\$45,360	\$3,798	\$45,360	\$3,798	\$45,360	\$3,798	\$147,474	\$147,474
<b>TASK 3: Tagging and Release of Study Fish</b>										
Tagging, Husbandry, and Release Logistics	\$37,160	\$2,420	\$37,160	\$2,420	\$31,860	\$2,420	\$31,860	\$2,420	\$113,440	\$108,140
Tag Activation	\$31,040	\$1,876	\$31,040	\$1,876	\$24,832	\$1,876	\$24,832	\$1,876	\$92,540	\$86,332
Surgical Implantation	\$174,160	\$52,122	\$174,160	\$52,122	\$139,328	\$37,187	\$139,328	\$37,187	\$629,079	\$579,312
<b>TASK 4: Database</b>										
Development, Maintenance and Client Access	\$33,560	\$0	\$33,560	\$0	\$33,560	\$0	\$33,560	\$0	\$100,680	\$100,680
<b>TASK 5: Analysis and Reporting</b>										
Processing and Analysis	\$64,760	\$0	\$64,760	\$0	\$51,360	\$0	\$51,360	\$0	\$180,880	\$167,480
Reporting	\$73,200	\$0	\$73,200	\$0	\$59,250	\$0	\$59,250	\$0	\$205,650	\$191,700
<b>PROJECT TOTALS</b>	<b>\$ 694,451</b>	<b>\$ 88,923</b>	<b>\$ 683,166</b>	<b>\$ 88,923</b>	<b>\$ 596,226</b>	<b>\$ 73,988</b>	<b>\$ 596,226</b>	<b>\$ 73,988</b>	<b>\$ 2,225,677</b>	<b>\$ 2,123,802</b>

In no event however, shall the total amount paid to Contractor for services and all reimbursable costs exceed the sum of \$2,225,677.00 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. 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).
- E. The District Representative may approve additional Contractor employees, personnel categories, and/or equipment rates to be added to the Rate Schedule, if applicable, provided that any additional employees have at least equivalent training and skills and are compensated at the same or lower rates than those listed on the current approved Rate Schedule for similar work. There shall be no change in the total Contract not to exceed amount. All additions must be approved in writing prior to performing services under the Contract.

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

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

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);
  - f. Such insurance shall not exclude coverage for action-over liability claims;
 with the following **minimum limits:**
  - g. \$1,000,000 Each Occurrence
  - h. \$1,000,000 Personal Injury Liability
  - i. \$2,000,000 General Aggregate (per project)
  - j. \$2,000,000 Products and Completed Operations Aggregate

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

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

Title 51 of the Revised Code of Washington for all work occurring in the State of Washington.

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

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

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

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

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

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

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

6. **Watercraft Insurance:** Watercraft liability insurance with a **minimum limit of \$2,000,000** per occurrence for bodily injury and property damage if the performance of the work requires the use of any watercraft that is owned, leased, rented, or chartered by Contractor or any of its Subcontractors. Such insurance shall also include coverage for property damage liability, tower's liability, marine contractual liability, wreck/debris removal, and liability for seepage, pollution, containment and cleanup.

Watercraft 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.

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

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

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

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

- C. Subcontractors - Contractor shall ensure that each subcontractor meets the applicable insurance requirements and specifications of this Agreement. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Contractor shall furnish the District with copies of certificates of insurance evidencing coverage for each subcontractor upon request.
- D. Cancellation of Insurance - The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse. Insurance companies, to the extent commercially available, or Contractor shall provide 30 days advance written notice to the District for cancellation or any material change in coverage or condition, except 10 days advance written notice for cancellation due to non-payment of premium. Should the Contractor receive any notice of cancellation or notice of nonrenewal from its insurer(s), Contractor

shall provide immediate notice to the District no later than two days following receipt of such notice from the insurer. Notice to the District shall be delivered by facsimile or email.

9. Assignment

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

10. Records - Audit

- A. The results of all work and services performed by the Contractor hereunder shall become the property of the District upon completion of the work herein performed and shall be delivered to the District prior to final payment.
- B. Until the expiration of three years after final acceptance by District of all the work, Contractor shall keep and maintain complete and accurate records of its costs and expenses related to the work or this Contract in accordance with sound and generally accepted accounting principles applied on a consistent basis. To the extent this Contract provided for compensation on a cost-reimbursable basis or whenever such records may, in the opinion of the District, be useful in determining any amounts payable to Contractor or District (e.g., the nature of a refund, credit or otherwise), Contractor shall provide District access to all such records for examination, copying and audit.

11. Nondisclosure

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

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

12. Public Records Act

The District is subject to the disclosure obligations of the Washington Public Records Act of RCW 42.56. The Contractor expressly acknowledges and agrees that any information Contractor submits 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 enter into subcontracts and to make purchases of materials and equipment required for the work. Any material purchases shall be approved in advance by the District Representative and Procurement Officer.
- B. Whenever the cost for any single item of material is estimated to exceed \$5,000.00, the Contractor shall obtain three quotes and submit to the Procurement Officer for approval. 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.
- C. Before entering into any subcontracts and throughout the duration of the Contract, the District Representative and Procurement Officer may request copies of the subcontractor agreements from the Contractor. Subcontracted work approved in accordance with this section 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 services provided, a copy of the subcontractors Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be attached in order for payment to be made for that particular work. In no event shall a labor subcontract exceed \$25,000.00.

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  
Tom Dresser  
Public Utility District No. 2  
of Grant County, Washington  
PO Box 878  
154 A Street SE  
Ephrata, WA 98823  
(509) 797-5182  
Tdresse@gcpud.org

Contractor  
Dr. David Robichaud  
Blue Leaf Environmental - LGL  
2060 Vantage Hwy, Suite 37  
Ellensburg, WA 98926  
drobichaud@lgl.com

For purposes of technical communications and work coordination only, the District designates Tom Dresser 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. Non-Waiver

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

19. Physical Security

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

- A. Keep all external gates and doors locked at all times and interior doors as directed.
- B. Visibly display ID badges on their person at all times.
- C. Stay out of unauthorized areas or in authorized areas outside of authorized work hours, without express authorization from the District.
- D. Provide proper notification to the appropriate parties, and sign in and out upon entry and exit to secured locations. If unsure of who to notify, Contractor shall contact the District Representative.
- E. Immediately notify the District if any of Contractor's employees no longer need access or have left the Contractor's employment.
- F. Immediately report any lost or missing access device to the District Representative. A minimum charge will be assessed 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.

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

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

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

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

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

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

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

21. 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. 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.

- H. 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.
- I. 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 19 and 20. 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.

J. 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.

K. 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.

- L. 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.
- M. Personnel Lifting Over Water: When the work involves lifting personnel over water, special attention should be given to the requirements within the most recent version of WAC section 296-155-55300 which discusses fall protection requirements, personnel flotation device requirements, and the rescue skiff requirement. The above is a District requirement.

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

Blue Leaf Environmental - LGL

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



**APPENDIX “A”  
RATE SCHEDULE**

**DIRECT EXPENSES:**

Rate Schedule for Blue Leaf Environmental and LGL Project Staff

<i>Project Title</i>	<i>Discipline</i>	<i>Rate/hr</i>
Principal Investigator	Senior Ecologist/Biometrician	\$202.00
Senior Advisor	Senior Vice-President	\$225.00
Project Manager	Senior Fishery Biologist II	\$164.00
Technical Advisor	Senior Biologist	\$143.00
Field & Telemetry Supervisor	Senior Fishery Biologist III	\$178.00
Senior Tagging Coordinator	Senior Fishery Biologist I	\$141.00
Database Manager	Data Specialist	\$126.00
Lead Tagger	Biologist	\$139.00
Fisheries Biologist/Crew Lead	Fishery Biologist II	\$134.00
Administration	Financial Manager	\$81.00
Fisheries Biologist	Fisheries Biologist I	\$121.00
Fisheries Technician	Fisheries Technician	\$93.00

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](http://www.x-rates.com) for the applicable period. Reimbursement will be subject to the following limitations:

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

Sub-consultants/Subcontractors: Services 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.**

**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

Blue Leaf Environmental - LGL

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.:	430-12496	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

Blue Leaf Environmental - LGL

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

<b>Contractor Company Name:</b> Blue Leaf Environmental - LGL		<b>Prepared By:</b> Kyle Hatch, Corey D. Wright, and David Robichaud	
<b>Address:</b>		<b>Title:</b>	Health, Safety, and Environmental Management System – <b>ON FILE WITH DISTRICT.</b>
		<b>Phone #:</b>	
		<b>Date:</b>	

Years in business under current company name: \_\_\_\_\_

**PRINCIPAL BUSINESS ACTIVITY:**

- Blasting/Painting
- Instrumentation
- Machining
- Cranes
- Lead/Asbestos Abatement
- Welding/Piping
- Excavation
- Cement Work
- Electrical
- Heavy Transport
- Drilling
- Other \_\_\_\_\_
- Labor Service
- General Construction
- Scaffold
- 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 = <b><u>NO. OF RECORDABLE INJURIES x 200,000</u></b> <b><u>TOTAL HOURS FOR YEAR</u></b>			

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

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Sample Only

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.		



	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>
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