

A G E N D A
GRANT COUNTY PUBLIC UTILITY DISTRICT
30 C Street SW – Commission Meeting Room
Ephrata, Washington
COMMISSION MEETING
Tuesday, January 14, 2025

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

- 8:30 a.m.** Executive Session
- 9:00 a.m.** Commission Convenes
Review and Sign Vouchers
Calendar Review
- 9:30 a.m.** Reports from staff
- 12:00 Noon** Lunch
- 1:00 p.m.** Safety Briefing
Pledge of Allegiance
Attendance
Public requests to discuss agenda items/non-agenda items
Correspondence – *(Does not include anonymous letters)*
Business Meeting

1. Consent Agenda

Approval of Vouchers

Meeting minutes of November 26, 2024

2. Regular Agenda

3. Review Items For Next Business Meeting

XXXX – Resolution Accepting a Bid and Awarding Contract 170-12465, for Supplying AAC and ACSR Overhead Conductor.

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

December 10, 2024

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

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

The Commission convened to review vouchers and correspondence.

The Commission calendar was reviewed. The Commissioners reviewed future agenda items. Trade association and committee reports were reviewed.

The Commission recessed at 9:11 a.m.

The Commission resumed at 9:35 a.m.

A round table discussion was held regarding the following topics: a meeting next week with Markets+; great job to the work on the recent Finance YouTube video; customer Fiber billing inquiry; and Ag Power meeting follow up.

The Commission recessed at 9:50 a.m.

The Commission resumed at 10:00 a.m.

Charles Meyer, Chief Technology Officer, provided the ARCOS Contract Presentation.

Charles Meyer, Chief Technology Officer, gave the Enterprise Technology Report.

Ross Hendrick, Senior Manager Environmental Affairs, presented the Environmental Affairs Quarterly Business Report.

Andy Wendell, Senior Manager Large Power, and Vanessa Villela, Business Development Manager, provided the Large Power Solutions Quarterly Business Report.

Chuck Allen, Senior Manager External Affairs, and Annette Lovitt, Public Affairs Officer introduced to the Commission John and Dawn Harrison and thanked their work on the book project, *“Powering On, The Can-Do Legacy Driving Grant PUD into the Future”*.

An executive session was announced at 12:28 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 by Commissioner Cox and seconded by Commissioner Schaapman to approve the following consent agenda items:

Payment Number	149595	through	149968	\$6,909,548.89
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Payroll Direct Deposit	1678	through	2520	\$2,737,608.21
Payroll Tax and Garnishments	20241126A	through	20241126B	\$1,116,222.18

Meeting minutes of November 26, 2024.

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

Resolution No. 9070 relative to adopting a budget was presented to the Commission. Motion was made by Commissioner Schaapman and seconded by Commissioner Cox to approve Resolution No. 9070. After consideration, the motion passed by unanimous vote of the Commission.

Resolution No. 9070

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 10th day of December 2024.

Resolution No. 9071 relative to awarding a bid and contract was presented to the Commission. Motion was made by Commissioner Cox and seconded by Commissioner Wilson to approve Resolution No. 9071. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9071

A RESOLUTION ACCEPTING A BID AND AWARDED 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 10th day of December, 2024.

Resolution No. 9072 relative to awarding a bid and contract was presented to the Commission. Motion was made by Commissioner Schaapman and seconded by Commissioner Cox to approve Resolution No. 9072. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9072

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 430-12422, FOR CARLTON ACCLIMATION FACILITY – NEW WELLS PHASE 2

Recitals

6. Bids were publicly opened on October 31, 2024 for Contract 430-12422, for Carlton Acclimation Facility – New Wells Phase 2;
7. Bid proposals were received from the following contractors and evaluated by Grant PUD’s staff;
 - BOSS Construction, Inc.
8. The low bid, submitted by BOSS Construction, Inc. is both commercially and technically compliant with Grant PUD’s contract requirements;
9. The bid is less than the Engineer’s Estimate of \$1,782,000.00 plus 15%; and
10. 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 10th day of December, 2024.

Resolution No. 9073 relative to amending the Rate Schedule was presented to the Commission. Motion was made by Commissioner Schaapman and seconded by Commissioner Cox to approve Resolution No. 9073. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9073

A RESOLUTION SUPERSEDING RESOLUTION NOS. 9030 AND 9041,
RELATING TO AMENDING RATE SCHEDULE NOS. 1, 2, 3, 6, 7, 14,
15, 16, 19 AND 85.

Recitals

1. Pursuant to RCW 54.16.040, Grant PUD is authorized to regulate and control the use, distribution, rates, service, charges, and price of electric energy;
2. The Commission directed Staff to allocate an overall 3% retail revenue increase among Grant PUD rate schedules beginning April 1, 2025, with consideration to the rate policy set previously in Resolution No. 9039.
3. Resolution No. 9030 previously adopted Rate Schedule No. 19; Resolution No. 9041 previously adopted Rate Schedule Nos. 1, 2, 3, 6, 7, 14, 15, 16, and 85.
4. The General Manager and Grant PUD Staff recommend amending Grant PUD Rate Schedule Nos. 1, 2, 3, 6, 7, 14, 15, 16, 19 and 85 as set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that effective April 1, 2025, Rate Schedule Nos. 1, 2, 3, 6, 7, 14, 15, 16, 19 and 85 are hereby effective as set forth in Exhibit A.

BE IT FURTHER RESOLVED that as of April 1, 2025, Resolution No. 9030 as it relates to Rate Schedule No. 19 is hereby superseded.

BE IT FURTHER RESOLVED that as of April 1, 2025, Resolution No. 9041 as it relates to Rate Schedule Nos. 1, 2, 3, 6, 7, 14, 15, 16, and 85 is hereby superseded.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 10th day of December, 2024.

Resolution No. 9074 setting Rate Policy was presented to the Commission. Motion was made by Commissioner Schaapman and seconded by Commissioner Cox to approve Resolution No. 9074. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9074

A RESOLUTION SUPERSEDING RESOLUTION NO. 9039 AND
SETTING RATE POLICY

WHEREAS, Public Utility District No. 2 of Grant County, Washington (Grant PUD) is authorized to regulate and control the use, distribution, rates, service, charges, and price of electric energy pursuant to RCW 54.16.040.

WHEREAS, Grant PUD’s Board of Commissioners have the sole
authority and
responsibility to set electric
rates.

WHEREAS, the Priest Rapids Project (PRP) was built by Grant PUD to benefit the
citizens
of the county.

WHEREAS, Grant County PUD electric retail rates shall be designed to preserve and protect the preferential access to the PRP power for all core customers.

WHEREAS, as a customer-owned public power utility, Grant PUD shall prioritize the affordability of its rates for its core customers.

WHEREAS, the amount of PRP generation available for use in Grant County, Washington is limited.

WHEREAS, Resolution No. 9039 that was approved December 12th, 2023, previously had set components of rate policy.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington that Grant PUD's staff is hereby directed to prepare and present draft retail electric rate schedules for the Commission's consideration at least every two years in accordance with the following principles and objectives:

Section 1. Rate schedules shall comply with all applicable laws and regulations.

Section 2. Rate schedules shall be straightforward and understandable by customers and staff. Grant PUD staff will make their best efforts to place each retail customer in the most advantageous schedule they qualify for at the time retail service is established or at the customers' request.

Section 3. Combined total of all rate schedules shall capture all actual or projected electric retail costs borne by Grant PUD for each corresponding Test Period as reflected in the corresponding cost-of-service study and/or annual budget process, unless recovered through an alternative rate mechanism. The recovery of the electric retail costs shall target a Revenue Requirement level that will allow the utility to maintain acceptable financial metrics that can sustain the current and future financial needs while minimizing the overall financing costs for all customers. The rate recovery of this revenue requirement shall be done through the standard retail base tariffs and referred to as Standard Retail Service. Any electric revenue requirement collected through a separate rate rider or tariff approved for a specific cost shall be deemed an alternative rate recovery mechanism.

Section 4. For the determination of the Standard Retail Service, Grant PUD may use historical or forecast data to determine its annual Revenue Requirement as recommended by staff and it shall plan to implement rate level changes in small, predictable increases in any given year, as directed by the Commission. In determining this annual Revenue Requirement, staff shall consider the use of traditional ratemaking mechanisms, such as the use of an embedded class cost-of-service study based upon Grant PUD's available cost and usage data and follow industry accepted techniques, principles, and methodologies for the allocation of costs.

Section 5. All Standard Retail Service schedules, or any alternative rate recovery mechanisms shall be designed to provide Core Customers with preferential access to the lowest-cost embedded power supply resources from the Priest Rapids Project and from any other future generation resource owned or contracted by Grant PUD to serve retail load. Core Customers shall be defined as all retail customers taking service under: Rate Schedule 1-Residential, Rate Schedule 2-General Service (Small Commercial), Rate Schedule 3-Irrigation, Rate Schedule 3B-Agriculture and Rate Schedule 7-Large General Service (Large Commercial) customers

Section 6. Proposed changes for any retail rates as described in Section 3 above should be designed to limit the impact to customers due to a substantial structure change, aka "rate shock". In any given year, the total Revenue Requirement level increase approved for any rate class shall be no less than 0.5x of the average total system Revenue Requirement level increase and no more than 2.0x the average total Revenue Requirement level increase approved for that year. In a year when no general retail rate increase is put into effect, rates changes may be applied to any rate schedule to advance the rate design as determined by the Commission. The revenue requirement increases used to assess the impact of "rate shock" shall not consider the effects of any alternative cost recovery mechanism approved by the Commission for any rate class or customer.

Section 7. The determination of each rate class Revenue Requirement and the resulting rates shall be informed by cost-of-service analysis, but they may be adjusted during the approval process to accomplish any societal goals and policies as determined by the Commission. The cost-of-service analysis shall be only one factor taken into consideration by the Commission when determining rates.

Section 8. Rate schedules shall be set by Commission directive and may take into consideration load growth, business sustainability, cost to serve, potential fuel costs, new regulatory requirements, business risk as well as other factors. The Commission has discretionary authority in setting rate components for all retail schedules and meeting the overall Revenue Requirement for Standard Retail Service and any approved alternative rate recovery mechanism.

Section 9. At least every two years, staff will analyze and compare the existing rates and cost recovery levels and the estimated cost to serve each of the rate schedules and present this information to the Commission for their review as part of the annual budget approval process. The Commission will evaluate and, if appropriate, adjust the existing rates to meet their established targets / policies.

Section 10. Any rate adjustments established in Section 9 above to meet Commission’s goals and policies shall be solved to allow the greatest economic benefit among core customers served under Rate Schedule 1-Residential, Rate Schedule 3-Irrigation and Rate Schedule 3B- Agriculture. These schedules shall receive the largest revenue-cost benefit among the core customer classes.

Section 11. Grant PUD shall utilize alternative revenue recovery options such as rate contracts or usage caps as discussed in Section 12 below, for non-core customers where there is a significant risk of stranded costs to be borne by the core customers, for new or incremental distribution, transmission or generation assets or expenses. Any rate structures or cost recovery mechanisms approved for this purpose will ensure that non-core customers pay their share of any new or incremental costs necessary to provide them with electric service and have no net negative impact on Core Customers.

Section 12. Grant PUD may consider establishing a cap or limit on the amount of power, measured in MVA, supplied to any large non-core customer through the applicable Standard Retail Service schedule. Grant PUD shall establish the necessary alternative rates or mechanisms to recover the cost of providing electric service in excess of the maximum allowed capacity. The cost assigned and recovered through these alternative mechanisms shall be excluded from the determination of the rate increases described in Section 6 above.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 10th day of December 2024.

Resolution No. 9075 relative to accepting a bid and awarding Contract was presented to the Commission. Motion was made by Commissioner Schaapman and seconded by Commissioner Wilson to approve Resolution No. 9075. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9075

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 170-12250, FOR PURCHASE OF 230KV VERTICAL BREAK PARALLEL ALUMINUM HORIZONTAL MOUNT DISCONNECT SWITCHES

Recitals

11. Bids were publicly opened on November 6, 2024 for Contract 170-12250, for Purchase of 230kV Vertical Break Parallel Aluminum Horizontal Mount Disconnect Switches;

12. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD’s staff;

• MindCore Technologies	\$6,317,100.00
• Border States	\$6,961,792.00
• Cleaveland Price	\$7,167,428.00
• Royal Switchgear Option 1	\$7,207,560.00
• Royal Switchgear Option 2	\$8,236,200.00
• Southern States	\$10,132,000.00
• MVA Power	\$12,091,099.00

13. The low bid, submitted by MindCore Technology is both commercially and technically compliant with Grant PUD’s contract requirements;

- 14. The bid is less than the Engineer’s Estimate of \$13,000,000.00; and
- 15. Grant PUD’s Senior Manager of Power Delivery and Managing Director of Power Delivery concur with staff and recommend award to MindCore Technologies as the lowest responsible and best bid based on Grant PUD’s plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager is authorized to enter into a contract, Contract 170-12250, for Purchase of 230kV Vertical Break Parallel Aluminum Horizontal Mount Disconnect Switches with MindCore Technologies of Terrebonne, Quebec, Canada in the amount of \$6,317,100.00 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 10th day of December, 2024.

Motion was made by Commissioner Cox and seconded by Commissioner Pyle 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.

Motion was made by Commissioner Schaapman and seconded by Commissioner Wilson 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.

Motion was made by Commissioner Schaapman and seconded by Commissioner Cox authorizing the General Manager/CEO to execute Change Order No. 8 to Contract 130-3922 with Arcos, LLC, extending the existing agreement from December 13, 2024 to December 13, 2027 for a license cost of \$324,045.72 and a not to exceed total of \$1,713, 209.44 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 8.

Motion was made by Commissioner Schaapman and seconded by Commissioner Cox authorizing the General Manager/CEO, on behalf of Grant PUD, to execute contract to sign Read Estate Purchase and Sale Agreement between Estate of David L. Sparks and Public Utility District No. 2 of Grant County, Washington a municipal corporation for the acquisition of a certain parcel of land consisting of approximately 10 acres, more or less, and commonly known as Grant County Assessor Parcel No. 16-133-2000, in Section 18, Township 18, Range 27 Grant County, Washington in the amount of \$17, 500.00.

Motion was made by Commissioner Schaapman and seconded by Commissioner Cox naming the following slate of officers effective January 1, 2025, and shall remain in effect until the next election of officers.

President	Terry Pyle
Vice President	Larry Schaapman
Secretary	Judy Wilson
Commissioner	Nelson Cox
Commissioner	Tom Flint

Chuck Allen, Senior Manager External Affairs, and Annette Lovitt, Public Affairs Officer, gave the Community Engagement Report.

The Commission recessed at 2:03 p.m.

The Commission resumed at 2:15 p.m.

Cary West, Senior Manager Customer Solutions, Jason Scheel, Customer Service Supervisor, and Chris Buchmann, CS Program Supervisor, presented the Quarterly Update Customer Solutions.

The Commission recessed at 3:22 p.m.

The Commission resumed at 3:25 p.m.

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

There being no further business to discuss, the Commission adjourned at 3:45 p.m. on December 10 and reconvened on Tuesday, December 17 at 8:30 a.m. at Grant PUD’s Main Headquarters Building, 30 C ST SW, Ephrata, Washington for the purpose of holding Commission Workshop and any other business that may come before the Commission with the following Commissioners present: Tom Flint, Terry Pyle, Larry Schaapman, Judy Wilson, and Nelson Cox. A copy of the notice of adjournment was posted to the Grant PUD website.

There being no further business to discuss, the December 10, 2024 meeting officially adjourned at 1:30 p.m. on December 17, 2024.

Tom Flint, President

ATTEST:

Larry Schaapman, Secretary

Terry Pyle, Vice President

Judy Wilson, Commissioner

Nelson Cox, Commissioner

REGULAR AGENDA

For Commission Review – 01/14/2025

RESOLUTION NO. XXXX

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

Recitals

1. Bids were publicly opened on November 27, 2024, for Contract 170-12465, for Supplying AAC and ACSR Overhead Conductor;
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD’s staff;
 - General Pacific \$2,097,226.19
 - Anixter \$2,164,701.00
 - Border States – Option 1 \$2,290,925.53
 - Border States – Option 2 \$2,575,044.24
3. The low bid, submitted by General Pacific is both commercially and technically compliant with Grant PUD’s contract requirements;
4. The bid is less than the Engineer’s Estimate of \$3,946,275.00; and
5. Grant PUD’s Senior Manager of Power Delivery and Managing Director of Power Delivery concur with staff and recommend award to General Pacific as the lowest responsible and best bid based on Grant PUD’s plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager is authorized to enter into a contract, Contract 170-12465, for Supplying AAC and ACSR Overhead Conductor with General Pacific of Fairview, Oregon in the amount of \$2,097,226.19 plus applicable sales tax, upon receipt of the required payment and performance bond in a manner satisfactory to Grant PUD’s Counsel.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 28th day of January, 2025.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

December 11, 2024

TO: Richard Wallen, General Manager/Chief Executive Officer

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

FROM: Kyle Robillard, Project Manager

SUBJECT: Award of Contract 170-12465 for Supplying AAC and ACSR Overhead Conductor

Purpose: To request Commission approval to award Contract 170-12465 to General Pacific, Inc. to supply 795 AAC, 336.4 AAC, 1/0 ACSR, #2 ACSR, and #4ACSR overhead conductor in the amount of \$2,097,226.19, plus sales tax.

Discussion: This Contract will supply 795 AAC, 336.4 AAC, 1/0 ACSR, #2 ACSR, and #4ACSR overhead conductor for new line extensions, new customer requests, upgrading and/or replacement of existing overhead conductor and inventory for use during emergency situations. Manufacturers are pre-approved and their material must meet or exceed the current District technical specifications.

The District opened bids on November 27, 2024 at 2:00 PM Pacific. The following bids were received:

Bidders	Total Bid Price
Border States, bidding Prysmian	\$2,575,044.24
Border States, bidding Southwire	\$2,290,925.53
Anixter/Wesco, bidding Southwire	\$2,164,701.00
General Pacific, bidding CME*	\$2,097,226.19*
Engineers Estimate	\$3,946,275.00

*Recommended to award

All bids were evaluated for commercial and technical compliance. Border States, bidding Prysmian was both commercially and technically compliant. Border States, bidding Southwire was not commercially compliant and was technically compliant. Anixter/Wesco, bidding Southwire was not commercially compliant and was technically compliant. The bid received from General Pacific was both technically and commercially compliant, along with having the lowest bid price.

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

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

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

Recommendation: It is my recommendation that Commission award contract 170-12465 for Supplying AAC and ACSR Overhead Conductor to General Pacific, INC (bidding CME Wire and Cable) for a contract price of \$2,097,226.19, plus sales tax.

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

From: [Jeff Grizzel](#)
To: [Kyle Robillard](#); [Bob Kakaley](#); [Jesus Lopez](#); [Ron Alexander](#)
Cc: [Emilie DeLong](#)
Subject: Re: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo
Date: Friday, December 13, 2024 9:57:08 AM
Attachments: [image001.jpg](#)
[image002.png](#)

I'm good with the memo. Thanks Kyle.

Jeff

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Friday, December 13, 2024 7:38 AM
To: Bob Kakaley <bkakaley@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jeff Grizzel <jgrizzel@gcpud.org>
Cc: Emilie DeLong <Edelong@gcpud.org>
Subject: RE: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo

Good morning,

Attached is the commission memo for contract 170-12465 – Supplying AAC and ACSR Overhead Conductor.

Please review this document and let me know if you have any questions or comments. If not than respond to this email with your approval to move forward and bring this contract to commission for approval and award.

Thank you,

Kyle Robillard

Distribution Engineering

OFFICE 509.793.1576
EXT. 2203
Cell 509.750.3727



grantpud.org

From: [Ron Alexander](#)
To: [Kyle Robillard](#); [Bob Kakaley](#); [Jesus Lopez](#); [Jeff Grizzel](#)
Cc: [Emilie DeLong](#)
Subject: RE: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo
Date: Friday, December 13, 2024 10:35:39 AM
Attachments: [image001.jpg](#)
[image002.png](#)

Thank you Kyle. I approve of the memo.

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Friday, December 13, 2024 7:39 AM
To: Bob Kakaley <bkakaley@gcpud.org>; Jesus Lopez <jlopez@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jeff Grizzel <jgrizzel@gcpud.org>
Cc: Emilie DeLong <Edelong@gcpud.org>
Subject: RE: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo

Good morning,

Attached is the commission memo for contract 170-12465 – Supplying AAC and ACSR Overhead Conductor.

Please review this document and let me know if you have any questions or comments. If not than respond to this email with your approval to move forward and bring this contract to commission for approval and award.

Thank you,

Kyle Robillard

Distribution Engineering

OFFICE 509.793.1576
EXT. 2203
Cell 509.750.3727



grantpud.org

From: [Jesus Lopez](#)
To: [Kyle Robillard](#); [Bob Kakaley](#); [Ron Alexander](#); [Jeff Grizzel](#)
Cc: [Emilie DeLong](#)
Subject: RE: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo
Date: Friday, December 13, 2024 10:54:35 AM
Attachments: [image001.jpg](#)
[image003.jpg](#)

Kyle,

I have reviewed the memo and approve.

Thank you,
Jesus

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Friday, December 13, 2024 7:39 AM
To: Bob Kakaley <bkakaley@gcpud.org>; Jesus Lopez <Jlopez@gcpud.org>; Ron Alexander <ralexander@gcpud.org>; Jeff Grizzel <Jgrizzel@gcpud.org>
Cc: Emilie DeLong <Edelong@gcpud.org>
Subject: RE: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo

Good morning,

Attached is the commission memo for contract 170-12465 – Supplying AAC and ACSR Overhead Conductor.

Please review this document and let me know if you have any questions or comments. If not than respond to this email with your approval to move forward and bring this contract to commission for approval and award.

Thank you,

Kyle Robillard

Distribution Engineering

OFFICE 509.793.1576
EXT. 2203
Cell 509.750.3727



grantpud.org

From: [Kyle Robillard](#)
To: [Emilie DeLong](#)
Subject: FW: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo
Date: Tuesday, December 17, 2024 12:07:47 PM
Attachments: [image001.jpg](#)
[image002.png](#)

Approval from Bob below.

Thanks,
Kyle

From: Bob Kakaley <bkakaley@gcpud.org>
Sent: Tuesday, December 17, 2024 12:07 PM
To: Kyle Robillard <krobillard@gcpud.org>
Subject: RE: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo

I approve this contract.

From: Kyle Robillard <krobillard@gcpud.org>
Sent: Friday, December 13, 2024 7:39 AM
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From: [Kyle Robillard](#)
To: [Emilie DeLong](#)
Subject: RE: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo
Date: Tuesday, December 17, 2024 12:26:00 PM
Attachments: [image002.png](#)

I approve this memo.

Thanks,

Kyle Robillard

Distribution Engineering

OFFICE 509.793.1576
EXT. 2203
Cell 509.750.3727



From: Kyle Robillard <krobillard@gcpud.org>
Sent: Tuesday, December 17, 2024 12:08 PM
To: Emilie DeLong <Edelong@gcpud.org>
Subject: FW: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo

Approval from Bob below.

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Kyle

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Sent: Tuesday, December 17, 2024 12:07 PM
To: Kyle Robillard <krobillard@gcpud.org>
Subject: RE: Contract 170-12465 - Supplying AAC and ACSR Overhead Conductor - Commission Memo

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Sent: Friday, December 13, 2024 7:39 AM
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Thank you,

Kyle Robillard

Distribution Engineering

OFFICE 509.793.1576

EXT. 2203

Cell 509.750.3727



grantpud.org

Contract Documents 170-12465
Supplying AAC and ACSR Overhead Conductor

for

Public Utility District No. 2
of Grant County, Washington

Bid Due Date: November 26, 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 November 26, 2024 for Supplying AAC and ACSR Overhead Conductor as specified in Contract Documents 170-12465. 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

[Join the meeting now](#)

Meeting ID: 234 550 634 104

Passcode: g564fs

Dial in by phone

[+1 509-703-5291,,916669046#](#) United States, Spokane

Phone conference ID: 916 669 046#

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

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

Phone: (509) 754-5088 Ext. 2469
E-mail: Edelong@gcpud.org

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

Contract Documents: 170-12465
Bid for: Supplying AAC and ACSR Overhead Conductor
Bid due date: November 26, 2024
Bid opening date: November 27, 2024

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

2. COMPLIANCE WITH BID DOCUMENTS/BIDDER'S EXCEPTIONS

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

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

3. DISCREPANCIES OR OMISSIONS IN CONTRACT DOCUMENTS

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

4. DISTRICT'S RIGHT TO MODIFY CONTRACT DOCUMENTS

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

5. BIDDER'S WITHDRAWAL OR MODIFICATION OF BID

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

6. BID DELIVERY RESPONSIBILITY

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

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

7. BID EVALUATION

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

- A. Total Bid Price.
- B. Bidder's Data (See Instruction No. 8 which follows). NOTE: Any Bid which does not contain all Bidder's Data indicated in Section 8 as "required", if any, shall be rejected.
- C. Approved Manufacturer's as specified in Section SR-5.
- D. Bidder's compliance with the order and delivery provisions of Sections SR-2 and SR-3. **Any Bids that do not comply with these provisions shall be rejected.**
- E. Bidder's compliance with the provisions of Section SR-7. **Any Bids that do not comply or take exception to this Section shall be rejected.**
- F. The District, in evaluating its requirements with regard to its financial obligations and power commitments to its customers, has determined that it must take every step prudent to ensure the prompt delivery of material described in the Bid document. The District has determined that prompt delivery of material can be best assured if Bidders, or the manufacturer who the Bidder is representing in their Bid, have and will continue to have manufacturing establishments, which can provide for this material upon the North American continent. Therefore, no Bid shall be considered if the Bidder, and/or the manufacturer of the material being proposed by said Bidder, is proposing material, as specified in these Bid documents, that is manufactured in a location that is not within the North American continent.
- G. All elements or factors which will affect the final cost to or benefits to be derived by the District which may include, but not be limited to:
 - 1. The ability, capacity, and experience of the Bidder to perform the Contract or provide the material/equipment required;
 - 2. Whether the Bidder can deliver the required material/equipment within the time specified; and
 - 3. The quality of the Bidder's performance on previous contracts.

8. BIDDER'S DATA

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

- A. The Bidder shall have had a minimum of three years' experience in the successful delivering, servicing and maintenance of the type of equipment/material specified by these Contract Documents prior to submission of its Bid. Bidder shall provide a representative user's list with addresses, phone contacts, and material delivery dates to document the

experience requirement. The Bidder shall be a factory franchised new equipment/material dealer with full parts, service and warranty capacity.

B. Manufacturer, model and place of manufacture.

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 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 60 days after the date of Bid opening.

11. DISTRICT'S RIGHT TO REJECT BIDS

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

12. REFUSAL TO EXECUTE CONTRACT

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

13. PAYMENT AND PERFORMANCE BOND

To assure compliance with the terms of the Contract, the Contractor shall furnish a Payment and Performance Bond in an amount equal to 25% of the amount of the Contract Price, excluding Washington State Sales Tax, with surety or sureties who are acceptable to the District. This

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

14. PUBLIC RECORDS ACT

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

15. CONTRACT DOCUMENTS

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

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

16. BIDDER QUESTIONS OR CLARIFICATIONS

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

GENERAL CONDITIONS

GC-1. FORM OF CONTRACT

The form of the Contract shall be unit price type.

GC-2. DEFINITIONS

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

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

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

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

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

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

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

“CONTRACT AWARD” - Contract Award is defined as the date the successful Bidder is first notified in writing that the District has accepted the Contractor's Bid. Contract Award, if any, shall be made within 60 days after the date of Bid opening.

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

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

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

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

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

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

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

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

GC-3. SUSPENSION OF CONTRACT OTHER THAN FOR DEFAULT

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

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

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

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

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

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

GC-4. TERMINATION FOR DEFAULT/NONCOMPLIANCE

A. Acts of Default

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

B. Consequences of Default

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

C. Noncompliance

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

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

GC-5. ASSIGNMENT

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

GC-6. INDEMNITY

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

GC-7. LAWS, REGULATIONS, PERMITS

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

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

GC-8. DAMAGES

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

GC-9. WARRANTY

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

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

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

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

GC-10. CHANGES IN WORK

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

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

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

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

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

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

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

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

GC-11. PAYMENT

The Contractor may submit an invoice for payment following delivery of the specified equipment/material, which conforms to the Contract Documents. The invoice shall contain detailed information identifying the number of units of each Bid Item actually furnished multiplied by the applicable Bid Unit Price. The invoice shall be submitted for District verification and approval. Payment will be made to the Contractor within 30 days after the District has inspected the equipment/material and has determined that it is in conformance with the Contract Documents. 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 170-12465 and be addressed as follows:

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

Phone: (509) 793-1450
E-mail: AccountsPayable@gcpud.org

GC-12. PAYMENTS WITHHELD

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

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

- F. Contractor's failure to meet any performance warranties required by the Contract Documents.

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

GC-13. TEMPORARY PRICING AND DELIVERY REVISIONS

Under certain extreme market conditions, the District may consider temporary revisions to the awarded Bid Unit Price(s) and/or delivery requirements, provided the Contractor provides the following:

- A. 14 calendar days' written notice to the District Representative of any proposed revisions to the affected Bid Unit Price(s).
- B. The specific reasoning and justification for any such revisions.
- C. Upon request by the District, any market-based evidence, related pricing indexes or other resources to support the District in validating the proposed revisions. Such requests may be made by the District periodically so that the District can determine that the revisions are continually justified.

Price increases solely to increase profit or margins shall not be considered. Any temporary revisions to pricing and/or delivery requirements that the District may choose to agree to shall be authorized by Change Order in accordance with Section GC-10. In the event a temporary revision to the awarded Bid Unit Price(s) is authorized by Change Order, such revised pricing shall not be eligible for any further increase for a period of not less than six months from the date the Change Order is fully executed.

For Bid Items that are yet to be delivered in accordance with Section SR-2, and Section SR-3 if applicable, the District shall have the right to periodically request, and the Contractor shall continue to provide, any of the supporting resources noted in Section GC-13.C above. If it is determined market conditions stabilize, the Contractor shall honor the original Bid Unit Price(s) and/or delivery requirements.

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. Stock Catalog Pages
 8. Instructions to Bidders
 9. Payment and Performance Bond
 10. Bid Proposal
- B. The intent of the Contract Documents is to prescribe a complete work. Contractor shall furnish all labor, tools, equipment, transportation, supplies and incidentals required to provide the materials or equipment to be supplied under this Contract. The Contract Price shall be full pay for all materials or equipment required to be provided under this Contract.

GC-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.

Kyle Robillard
Public Utility District No. 2
of Grant County, Washington
PO Box 878
Ephrata, WA 98823

(509) 754-5088 Ext. 2203
Krobillard@gcpud.org

GC-18. ACTIVITIES ON DISTRICT PREMISES

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

- A. Take all precautions which are necessary to prevent injury to persons and damage to any property or the environment in connection with such activities;

- B. Release, defend, indemnify and hold harmless the District and its officers, agents, and employees from all claims, losses, harm, liabilities, damages, costs and expenses, including but not limited to reasonable attorney's fees that may arise in connection with such activities; and
- C. Maintain in effect at all times during performance of such activities Commercial General Liability insurance (including blanket contractual) with limits not less than \$1,000,000 per occurrence; automobile liability for all vehicles used under the contract for bodily injury, and property damage with limits not less than \$1,000,000 per accident; statutory workers' compensation; and employer's liability with limits not less than \$1,000,000. Without limiting the generality of the foregoing, Contractor assumes potential liability for acts brought by Contractor's employees, Subcontractors, or suppliers of any tier.
- D. Upon request, the Contractor shall promptly furnish to District such certificates of insurance and other evidence of the insurance required under this section naming the District as Additional Insured. The District shall have the right but not the obligation of prohibiting the Contractor or its Subcontractors from entering District premises until such certificates have been provided as evidence of compliance with these requirements.

SPECIFIC REQUIREMENTS

SR-1. SCOPE OF SUPPLY

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

The District is committing to purchase AAC and ACSR Overhead Conductor specified in Section SR-2, however, the District shall have the unilateral right and option to purchase additional AAC and ACSR Overhead Conductor in accordance with SR-3.

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.

Upon full execution of the Contract, the District shall issue purchase orders and the Contractor shall deliver the following within 20 weeks thereafter:

Bid Item No.	Description	Qty (LBS)	Delivery Location
1	District Stock No. 15317937 Conductor, All Aluminum, Bare, 795 - Code Name Arbutus	36,950	Ephrata Warehouse
2	District Stock No. 15313319 Conductor, All Aluminum, Bare, 336.4 - Code Name Tulip	22,806	Ephrata Warehouse

Delivery of the AAC and ACSR Overhead Conductor shall be F.O.B. the District's Ephrata, Moses Lake, and Royal City Warehouse's. This shall mean that the Contractor will pay the cost of transportation to have the AAC and ACSR Overhead Conductor delivered "free on board" to the following locations:

Ephrata Warehouse
154 A Street SE
Ephrata, WA 98823

Moses Lake Warehouse
10216 Kinder Road
Moses Lake, WA 98837

Royal City Warehouse
505 Royal Road
Royal City, WA 99357

It also shall mean that the title and risk of loss do not pass until the AAC and ACSR Overhead Conductor has been inspected and moved from the conveyance.

SR-3. DISTRICT'S RIGHT AND OPTION TO PURCHASE AN ADDITIONAL AAC AND ACSR OVERHEAD CONDUCTOR

A. The District, as it deems necessary for its requirements, shall have the unilateral right and option to purchase, and the Contractor shall be required to furnish and deliver, additional AAC and ACSR Overhead Conductor of the type listed on the Bid Form. Such purchase shall be subject to the terms and conditions contained in these Contract Documents. The District may exercise its option to make such purchase at any time prior to December 31,

2027 by issuing a written purchase order(s). Each purchase order shall specify the AAC and ACSR Overhead Conductor to be purchased (Bid Item Nos. 1, 2, 3, 4, and/or 5), the F.O.B. delivery location (District’s Ephrata Warehouse, Moses Lake Warehouse or Royal City Warehouse), and the required delivery date. In no event shall the delivery of the AAC and ACSR Overhead Conductor purchased in accordance with this section exceed 20 weeks from the date the purchase order is sent to the Contractor.

Deliveries of any additional AAC and ACSR Overhead Conductor shall be F.O.B. the District’s Ephrata, Moses Lake and/or Royal City Warehouses. This shall mean that the Contractor will pay the cost of transportation to have the AAC and ACSR Overhead Conductor delivered F.O.B. to the following locations:

Ephrata Warehouse 154 A Street SE Ephrata, WA 98823	Moses Lake Warehouse 10216 Kinder Road Moses Lake, WA 98837	Royal City Warehouse 505 Royal Road Royal City, WA 99357
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It also shall mean that the title and risk of loss do not pass until the AAC and ACSR Overhead Conductor has been inspected and moved from the conveyance.

- B. With respect to the AAC and ACSR Overhead Conductor which the District may elect to purchase pursuant to Section SR-3.A, the pricing shall be adjusted in accordance with the provisions of Section SR-7.
- C. Contractor understands and agrees that the District is only making a commitment to purchase the AAC and ACSR Overhead Conductor specified in Section SR-2 but that the District shall have the unilateral right and option to purchase additional AAC and ACSR Overhead Conductor as specified in Section SR-3, but shall have no obligation of any type to make such additional purchase.

SR-4. SHIPPING AND NOTIFICATION INSTRUCTIONS

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

Advance notification of shipment of the equipment/material is required. Contractor shall notify the appropriate District Warehouse Foreman, and the District Representative (listed below), 48 hours prior to delivery of shipment. Failure by the Contractor to provide the advance notification specified herein may result in delays in unloading and receipt. The costs of all such delays shall be charged to the Contractor's account.

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

Kyle Robillard, District Representative	(509) 754-5088 Ext. 2203	Krobillard@gcpud.org
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District receiving hours are Monday through Thursday, 6:30 a.m. – 12:00 p.m. and 12: 30 p.m. – 3:30 p.m. No deliveries will be received on District observed holidays or during any other times unless specific prior arrangements have been made with the District's Warehouse Foreman. District observed holidays are as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

SR-5. APPROVED MANUFACTURERS

The District's Stock Catalog Pages, which are attached and made a part of the Technical Specifications, list prior approved manufacturers for supplying AAC and ACSR Overhead Conductor. Only approved manufacturers shall be considered for supplying AAC and ACSR Overhead Conductor as specified in these Contract Documents.

SR-6. CODES AND STANDARDS

Design and manufacture of the specified AAC Bare Stranded Wire and ACSR Bare Stranded Wire shall be in accordance with the applicable sections of the latest revision of the codes and standards denoted in the Technical Specifications.

SR-7. PRICE ADJUSTMENTS

The Order Price of each order shall be subject to adjustment upward or downward in accordance with the provisions of this Section. The final Adjusted Order Price payable to the Contractor shall be determined by increasing or decreasing the Order Price based on changes in the applicable daily price published on Okonite's website (<https://www.okonite.com/daily-metal-prices>) using the most recent data point given for Alum(ingot). All adjustments shall be rounded to the nearest fourth decimal place.

Bidders, in submitting their Bids, shall use the following Aluminum Base Price in computing their Bid:

Aluminum Base Price \$1.3946/lb.

For each delivery of Bid Item Nos. 1, 2, 3, 4 and/or 5, if on the date that the District gives notice pursuant to Section SR-3, there is any difference between the above listed Base Price and the daily price (Published Price) on Okonite's website found at (<https://www.okonite.com/daily-metal-prices>) for that commodity, the Order Price for that delivery shall be increased or decreased as specified in this Section. Contractor shall have seven calendar days to notify the District of any such difference in the Base Price and the daily price after the District issues a purchase order pursuant to Section SR-3. Contractor notification shall include the actual market pricing for the date that the District provided notice.

Bid Unit Price adjustment shall be made per the formula used in the following example. This example is for an order of 6,000 lbs of #2 ACSR Sparrow:

$$(BP) \quad \text{Bid Unit Price} = \$3.0000/\text{lb.}$$

- (BAI) Base Price Aluminum = \$1.3946/lb.
- (CAI) Published Price aluminum as described above = \$1.4000/lb.
- (OQ) Order Quantity = 6,000 lbs

Amount of Change of the Aluminum Base per pound = (CAI) - (BAI) = \$1.4000/lb - \$1.3946/lb = \$0.0054/lb

Order Price Adjustment = (Weight of Aluminum in Pounds in the Order) x (Amount of Change of the Aluminum Base per Pound) = 4,072.37 lbs x \$0.0054/lb = \$21.99

Base Order Price = (BP) X (OQ) = \$3.0000/lb x 6,000 lbs = \$18,000.00

Adjusted Order Price = Base Order Price + Order Price Adjustment = \$18,000.00 + \$21.99 = \$18,021.99

SR-8. PHYSICAL SECURITY

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

- A. Keep all external gates and doors locked at all times and interior doors as directed.
- B. Visibly display ID badges on their person at all times.
- C. Stay out of unauthorized areas or in authorized areas outside of authorized work hours, without express authorization from the District.
- D. Provide proper notification to the appropriate parties, and sign in and out upon entry and exit to secured locations. If unsure of who to notify, Contractor shall contact the District Representative.
- E. Immediately notify the District if any of Contractor's employees no longer need access or have left the Contractor's employment.
- F. Immediately report any lost or missing access device to the District Representative. A minimum charge will be assessed the Contractor in the amount of \$50.00 per badge and the fee for lost or non-returned keys may include the cost to re-key the plant facilities. The Contractor is strictly prohibited from making copies of keys.
- G. Not permit 'tailgating' through any controlled access point (i.e. person(s), authorized or unauthorized, following an authorized person through an entry point without individual use of their issued ID badge or key).
- H. Return all District property, including but not limited to keys and badges, to the District Representative when an individual's access to the facility is no longer needed.

- I. Guest Wireless: The District provides Guest Wireless Internet access to contractors and vendors that need to conduct business in support of the District from personally owned mobile devices such as laptops and smart phones. Contractor personnel are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources.

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

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

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

SR-9. SECURITY, SAFETY AWARENESS TRAINING, DAM SAFETY AWARENESS TRAINING, AND TRANSMISSION AND DISTRIBUTION ACCESS TRAINING

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

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

District Representative shall ensure that Contractor's employees, subcontractor's and subcontractor's employees have completed and submitted the certificate of completion for the training in a timely manner to avoid any delay in execution of the work. All such certificates shall be submitted before any security access badges will be issued.

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

If applicable, Transmission and Distribution Access Training is required for Contractors, or their Subcontractors, who may hold a clearance or hotline hold order as part of performance of work

under this Contract. The training is available online only and is a 20-30 minute training. Contractor shall ensure that its employees, Subcontractors and Subcontractor's employees have completed, passed and printed the certificate of completion for the training in a timely manner to avoid any delay in execution of the work. All such certificates shall be submitted to the District Representative before any security access badges will be issued.

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

TECHNICAL SPECIFICATIONS

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

EXHIBIT “A” - BID FORM

COMPANY NAME OF BIDDER: _____
 (Full Legal Name)

MANUFACTURER: _____

TO: Public Utility District No. 2
 of Grant County, Washington
 154 A Street SE Building E
 Ephrata, Washington 98823

Having carefully examined Contract Documents, including any Technical Specifications and Stock Catalog Pages 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 5) 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 (Quantity times Bid Unit Price) shall prevail.

Bid Item No.	Description	Unit Type	Quantity (LBS)	Bid Unit Price	Bid Item Price
1	District Stock No. 15317937 Conductor, All Aluminum, Bare, 795 - Code Name Arbutus	LBS	660,000	\$	\$
2	District Stock No. 15313319 Conductor, All Aluminum, Bare, 336.4 - Code Name Tulip	LBS	92,194	\$	\$
3	District Stock No. 15111061 Conductor, Aluminum-Steel, Reinforced, 1/0 - Code Name Raven Aluminum content lbs/lb of conductor: _____	LBS	30,000	\$	\$
4	District Stock No. 15110261 Conductor, Aluminum-Steel, Reinforced, #2 - Code Name Sparrow Aluminum content lbs/lb of conductor: _____	LBS	30,000	\$	\$

Bid Item No.	Description	Unit Type	Quantity (LBS)	Bid Unit Price	Bid Item Price
5	District Stock No. 15110471 Conductor, Aluminum-Steel, Reinforced, #4 - Code Name Swanate Aluminum content lbs/lb of conductor: _____	LBS	5,000	\$	\$
TOTAL BID PRICE					\$

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. Payment shall be made based on the Bid Unit Price, as adjusted in accordance with Section SR-7 (if applicable), up to the amount of the Contract Price.

The undersigned acknowledges and understands the District is committing to purchase the units and quantities listed in SR-2 only and may terminate this Contract after that point without incurring any additional cost (see Section SR-3). Yes ___ No ___

Bidder shall comply with the provisions of Section SR-7. **Any Bids that do not comply or take exception to this Section shall be rejected.** Yes ___ No ___

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

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

Bidder shall deliver all materials/equipment in accordance with Section SR-2 and SR-3. 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 AAC and ACSR Overhead Conductor in the manner and form provided by the Contract Documents 170-12465 made a part hereof, entitled Supplying AAC and ACSR Overhead Conductor.
2. DELIVERY - The Contractor shall deliver the equipment/materials, F.O.B. the District's specified 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 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 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 Contract Price is \$_____, including changes incorporated by this Change Order.

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

Public Utility District No. 2
of Grant County, Washington

Full Legal Name of Contractor

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____

EXHIBIT “F” – STOCK CATALOG PAGES

The Stock Catalog Pages will be posted as separate documents on the District’s ProcureWare website.

EXHIBIT "G" – DISTRICT INSTRUCTIONS

No. _____

Contract No.:	170-12465	Drawing No. (if applicable):	
Project Name:			

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

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

INSTRUCTION:

Sample Only

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

RECEIPT ACKNOWLEDGED AND INSTRUCTION ACCEPTED:

Public Utility District No. 2
of Grant County, Washington

Full Legal Name of Contractor

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____

COMMERCIAL EVALUATION

Contract No.:	170-12465	Contract Title:	Supplying AAC and ACSR Overhead Conductor
----------------------	-----------	------------------------	---

Bid Opening Date		11/27/2024	
Total No. of Bidders:		4	
Was prequalification required for bidding?		No	
No. of potential Bidders who obtained the Bid documents:		30	
Was this Bid advertised in the newspaper?	Yes	If yes, where?	Columbia Basin Herald
Addenda issued?	No	If yes, how many	

Additional Information

--

Cost Estimate:	\$3,946,275.00
-----------------------	-----------------------

Bidders

Name of Bidder:	General Pacific – quoting CME		
Total Bid Price:	\$2,097,226.19	Bid Security:	Bid Bond
Signature Certification:	NA	Delivery / Completion:	As required
Addendum Received:	N/A	Bidder's Data Provided:	No
Commercially Compliant?	Yes	Technically Compliant?	Yes

Additional Information:

Bidder's Data not included – Provided via email

Name of Bidder:	Anixter (Wesco) – quoting Southwire		
Total Bid Price:	\$2,164,701.00	Bid Security:	Bid Bond
Signature Certification:	NA	Delivery / Completion:	As required
Addendum Received:	N/A	Bidder's Data Provided:	No
Commercially Compliant?	No (see below)	Technically Compliant?	Yes

Additional Information:

See exceptions noted with Bid (exceptions to SR-2/SR-3 and SR-7 shall be rejected): -Some materials can't meet 20 week lead time -Southwire quoting Specular material -Southwire takes exception to SR-7 (price adjustment)
--

Name of Bidder:	Border States – quoting Southwire		
Total Bid Price:	\$2,290,925.53	Bid Security:	Bid Bond
Signature Certification:	NA	Delivery / Completion:	As required
Addendum Received:	N/A	Bidder's Data Provided:	Yes
Commercially Compliant?	No (see below)	Technically Compliant?	Yes

Additional Information:

Bid Item No. 1 – Exception to 20 week lead time -Not noted in Bid, but since quoting Southwire, they could take the same exceptions that they did with Anixter's Bid (see notes above).
--

Name of Bidder:	Border States – quoting Prysmian		
Total Bid Price:	\$2,575,044.24	Bid Security:	Bid Bond
Signature Certification:	NA	Delivery / Completion:	As required
Addendum Received:	N/A	Bidder's Data Provided:	Yes
Commercially Compliant?	Yes	Technically Compliant?	Yes

Additional Information:

*See Clarification in Bid regarding Standard level 2 reel wrap being used per specification

For Commission Review – 01/14/2025

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

xxxx

MEMORANDUM

TO: Rich Wallen, General Manager/Chief Executive Officer

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

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

SUBJECT: New Contract – Okanagan Lake Dam Fish Passage Construction

Purpose: To request Commission approval of a new habitat project in the amount of \$1,199,417.21 to procure services from the Okanagan Nation Alliance (ONA) to construct a fishway in Penticton, BC, Canada that will allow unimpeded fish passage into Okanagan Lake.

Background: The Public Utility District No. 2 of Grant County, Washington (District) has been working on meeting mitigation requirements as contained in the Priest Rapids Salmon and Settlement Agreement (SSSA) and includes 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). The SSSA was adopted into the District's Federal Energy Regulatory Commission (FERC) License Order in April 2008.

To meet these requirements, District staff have worked with the Okanagan Nation Alliance (ONA) for 20 years to complete a number of hatchery and habitat projects including the construction of a sockeye hatchery in Penticton, annual operation and maintenance of the hatchery, hatchery related monitoring and evaluation actions (Section 11.4, Sockeye Salmon Artificial Propagation Program), and implementation of at least 15 habitat projects that have been completed or approved for implementation under the Habitat Program (Section 14.4 Habitat Plan). Sockeye fry from the Penticton Hatchery have been released into Okanagan Lake, initially for ceremonial purposes and now to meet fisheries management objectives. Constructing a fishway into Okanagan Lake will allow unimpeded fish passage from the Okanogan River and have positive benefits for both the District's hatchery and habitat programs. Since the sockeye reintroduction program started, the District's and ONA's ultimate goal has been to get unimpeded passage into Okanagan Lake by anadromous fish, particularly sockeye salmon.

This specific project has been in development for over two decades because of the biological importance of gaining access to the available rearing and spawning habitat in Okanagan Lake, which has a surface area of 136 square miles (84 miles long, 3 miles wide) and has 14 potential spawning tributaries. Over 150 habitat projects have been implemented through the District's Habitat Program since 2006, and this one may be considered one of the best in terms of benefit to the resource.

Restoration projects previously funded through the District's Habitat Program that have helped achieve this goal include HFA 601-2H (McIntyre Dam Passage Project) and 430-HFA 602-74H (Okanagan Dam Fishway Design).

Justification: This contract would help meet the District's requirement of adhering to Part XIV Habitat Program, as contained in the SSSA, Section 14.4 "Habitat Plan" by constructing a habitat project approved by the Priest Rapids Coordinating Committee Habitat Subcommittee (PRCC HSC) utilizing "a process by which habitat projects may be identified and implemented". The consequence of not implementing this Contract would be going against a decision by the PRCC HSC and potentially being non-compliant with obligations under the SSSA and FERC License order for the Priest Rapids Project.

Financial Considerations: On September 30th, 2024 the Habitat Supplemental Fund 602 held \$10,122,341.00 of unencumbered funds (per the 2024 Q3 Habitat Fund 602 financial report), which are held in trust by the District for committee-approved habitat projects. More than sufficient funding is available, and a project of this type is an excellent example of what the Habitat Program was originally designed to accomplish.

The benefits of implementing this project are broadly recognized; in addition to the PRCC Habitat Subcommittee contributions, the Habitat Committees of both Chelan PUD and Douglas PUD have approved co-funding (\$2,150,728.89) towards the project. The overall project cost, including the District's contribution is \$3,350,146.10.

If approved by the Commission, the new contract would have a NTE amount of \$1,199,417.21. This item has available funding under Habitat Supplemental Fund 602, under Cost Center EB4220, and Initiative 602-85H, Okanagan Lake Dam Passage. David Duvall is the District Representative.

Change Order History: Not Applicable.

Legal Review: See attached email.

Recommendation: Commission approval of a new \$1,199,417.21 Contract to procure services from the Okanagan Nation Alliance to construct a fishway that would provide access to Okanagan Lake for sockeye spawning and rearing purposes.

From: [Deanne Pavlik-Kunkel](#)
To: [Ross Hendrick](#); [Jeff Grizzel](#); [Tom Dresser](#); [Shelli Tompkins](#)
Cc: [Dave Duvall](#)
Subject: RE: ACTIN REQUIRED - REVIEW AND EDIT COMMISSION MEMO - Habitat Project - Fish Passage into Lake Okanagan
Date: Monday, December 30, 2024 11:13:29 AM

I approve as well.

Thanks so much all.
Deanne

From: Ross Hendrick <Rhendr1@gcpud.org>
Sent: Monday, December 30, 2024 10:52 AM
To: Jeff Grizzel <jgrizzel@gcpud.org>; Tom Dresser <TDresse@gcpud.org>; Shelli Tompkins <stompkins@gcpud.org>
Cc: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Dave Duvall <Dduvall@gcpud.org>
Subject: RE: ACTIN REQUIRED - REVIEW AND EDIT COMMISSION MEMO - Habitat Project - Fish Passage into Lake Okanagan

I approve, thanks!

RH

From: Jeff Grizzel <jgrizzel@gcpud.org>
Sent: Monday, December 30, 2024 9:00 AM
To: Tom Dresser <TDresse@gcpud.org>; Shelli Tompkins <stompkins@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>
Cc: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Dave Duvall <Dduvall@gcpud.org>
Subject: Re: ACTIN REQUIRED - REVIEW AND EDIT COMMISSION MEMO - Habitat Project - Fish Passage into Lake Okanagan

I approve of the memo Shelli.

Jeff

From: Tom Dresser <TDresse@gcpud.org>
Sent: Monday, December 30, 2024 8:50 AM
To: Shelli Tompkins <stompkins@gcpud.org>; Jeff Grizzel <jgrizzel@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>
Cc: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Dave Duvall <Dduvall@gcpud.org>
Subject: Re: ACTIN REQUIRED - REVIEW AND EDIT COMMISSION MEMO - Habitat Project - Fish Passage into Lake Okanagan

Shelli - I approve

From: Shelli Tompkins <stompkins@gcpud.org>
Sent: Monday, December 30, 2024 8:46 AM
To: Jeff Grizzel <jgrizzel@gcpud.org>; Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>
Cc: Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Dave Duvall <Dduvall@gcpud.org>
Subject: RE: ACTIN REQUIRED - REVIEW AND EDIT COMMISSION MEMO - Habitat Project - Fish Passage into Lake Okanagan

Good morning,

Attached is the FINAL Memo for Commission. Would you please respond via this email with your approval?

Thank you,

Shelli Tompkins
Procurement Officer

OFFICE 509.906.6983
EMAIL stompkins@gcpud.org

From: Jeff Grizzel <jgrizzel@gcpud.org>
Sent: Thursday, December 26, 2024 8:08 AM
To: Tom Dresser <TDresse@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>

Cc: Shelli Tompkins <stompkins@gcpud.org>; Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Dave Duvall <Dduvall@gcpud.org>
Subject: Re: ACTIN REQUIRED - REVIEW AND EDIT COMMISSION MEMO - Habitat Project - Fish Passage into Lake Okanagan

Tom - I'm excited to see this project moving forward. I know passage into Okanogan Lake has been a long-term goal for many so it's nice to see it finally coming to fruition. I made just a few minor edits (see attached).

Jeff

From: Tom Dresser <TDresse@gcpud.org>
Sent: Tuesday, December 24, 2024 4:43 PM
To: Jeff Grizzel <jgrizzel@gcpud.org>; Ross Hendrick <Rhendr1@gcpud.org>
Cc: Shelli Tompkins <stompkins@gcpud.org>; Deanne Pavlik-Kunkel <Dpavlikkunkel@gcpud.org>; Dave Duvall <Dduvall@gcpud.org>
Subject: ACTIN REQUIRED - REVIEW AND EDIT COMMISSION MEMO - Habitat Project - Fish Passage into Lake Okanagan

Action Required:	REVIEW AND EDIT COMMISSION MEMO - Habitat Project - Fish Passage into Lake Okanagan	
By When:	Date: 1/2/2025	Time:
Critical Info:		
Detailed Info (if needed):	Jeff and Ross - please find attached a commission memo for review and edit. This memo is to request Commission approval of a new habitat project in the amount of \$1,199,419.21 to procure services from the Okanagan Nation Alliance (ONA) to construct a fishway in Penticton, BC, Canada that will allow unimpeded fish passage into Okanagan Lake.	

Priest Rapids Habitat Conservation Supplemental Funding Agreement No. 430-HFA 602-85H

This Agreement upon full execution is by and between Public Utility District No. 2 of Grant County, Washington (“Grant”) for and on behalf of the Priest Rapids Coordinating Committee Habitat Subcommittee (“PRCCHSC”) and Okanagan Nation Alliance, (“Contractor” or “ONA”), a Society incorporated under the British Columbia Society Act R.S.B.C., Chapter 433 referred to as “Party” or collectively the “Parties”.

WHEREAS, Grant as part of its Priest Rapids Project Salmon and Steelhead Settlement Agreement has established the Priest Rapids Habitat Conservation Fund (“Habitat Supplemental Fund 602”) to mitigate for Priest Rapids Project effects on anadromous salmonid populations;

WHEREAS, The PRCCHSC has determined that an expenditure should be made from the Habitat Supplemental Fund 602 for the project which is more fully described in Exhibit “A” attached hereto, hereinafter referred to as the (“Project”); and

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

1. Completion of Project. Contractor shall undertake and complete the Project as described in Exhibit “A” and includes the construction of the high-flow fishway entrance in Phase 1, per decision in PRCCHSC Final Minutes October 10, 2024. Contractor warrants and represents that all work will be performed in accordance with all applicable federal, state and local laws and regulations.

2. Term Schedule. This Agreement shall be effective upon full execution and shall remain in full force and effect until May 31, 2026 or until terminated pursuant to Section 7.

3. Payment by Grant. Compensation for services rendered shall be based on the actual costs incurred by Contractor on this project. Grant shall pay Contractor upon completion of work and receipt of invoice and approval by the PRCCHSC. In no event however, shall the total amount paid to Contractor for services and all reimbursable costs exceed the sum of **\$1,199,417.21** (including all applicable taxes) unless an Amendment authorizing the same is issued in accordance with Section 13 below

All invoices shall be sent to the attention of:

Public Utility District No. 2 of Grant County, WA

Attn: Accounts Payable

PO Box 878

Ephrata, WA 98823

OR

Email: Accountspayable@gcpud.org

Accounts Payable: (509)-793-1450

4. Administrator. Dave Duvall shall be the Administrator of this Agreement for Grant and the PRCCHSC and Karilyn Alex shall be the Administrator of this Agreement for the Contractor.

5. Uncontrollable Forces. Neither Party shall be considered to be in default with any respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces. The term "uncontrollable forces", for the purpose of this Agreement, shall mean any cause beyond the reasonable control of the Party affected, including, but not limited to, destruction, failure or impairment of facilities resulting from accident, flood, earthquake, storm, lightning, fire, epidemic, war,

riot, civil disturbance, strike, labor disturbance, sabotage, restraint by court or public authority, or act or failure to act by court or public authority, which by exercise of due diligence and foresight the Party could not reasonably have been expected to avoid.

6. Relationship of Parties. Nothing in this Agreement shall be construed to create an association, joint venture, trust, or partnership or impose a trust or partnership covenant, obligation, or liability on or with regard to any one or more of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Party shall have a right or power to bind the other Party without its express written consent.

7. Termination. Each Party retains the right to terminate this Agreement upon 30 days notice. No termination of this Agreement shall release the Parties from any liability or obligation with respect to any matter occurring prior to such termination.

8. Records. The Parties hereto shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the terms described herein. Said records shall be subject to inspection, review or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement shall be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

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

Public Utility District No. 2 of Grant County, Washington
Attention: David Duvall
PO Box 878
Ephrata, WA 98823
Telephone: (509) 754-5088, Ext. 2669
Email: dduvall@gcpud.org

Okanagan Nation Alliance
Attention: Karilyn Alex
101-3535 Old Okanagan Highway
Westbank, BC V4T 3L7
Telephone: (250) 707-0166
Email: kalex@syilx.org

10. Jurisdiction. Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington with venue in the Grant County Washington Superior Court.

11. Limitation on Liability and Payments; Hold Harmless. Grant's liability for any breach under this Agreement is expressly limited to funds in the Habitat Supplemental Fund 602.

Each Party assumes all liability for injury or damage to persons or property arising from the act or negligence of its own employees, agents, members of governing bodies, or contractors. To the extent permitted by law, each Party shall indemnify and hold all other Parties harmless from any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due) including any liability for taxes, incidental and consequential damages and lost profits arising from such act or negligence to the extent caused by the indemnifying Party's act or negligence, hereinafter collectively referred to as ("Liability"). Any Party seeking indemnification (the "Indemnified Party") under this provision shall give reasonable notice to the Party from whom it seeks indemnification (the "Indemnifying Party") in writing of any such Liability, permit the Indemnifying Party to assume the defense and settlement of any such claim or threatened claim, and reasonably assist the Indemnifying Party, at the Indemnifying Party's cost and expense, in investigating and defending against the Liability. In the event of any claim against any Party by any employee of another Party, the indemnification and hold harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Party employing the claimant under workers compensation acts, disability benefit acts, or other employee benefit acts; and the Party employing the claimant hereby specifically and expressly waives the immunity of the Party employing the claimant under such acts, and agrees that the foregoing waiver was mutually negotiated by the Parties; provided, however, that this waiver of immunity by the provisions of this section extends only to claims against a Party by or on behalf of the employee of another Party under or pursuant to this Agreement, and does not include, or extend to, any claims by the employees of any Party directly against that Party. In the case of joint or concurrent Liability, each Party shall be responsible for its share of the Liability.

12. 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;
 - 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 \$10,000,000 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), 3, and 6. 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 endorsement 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 .

13. Agreement Alterations and Amendments. This Agreement may be amended by mutual agreement of all Parties. Such amendments shall be executed using the Amendment form attached hereto as Exhibit "B" and shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties. All terms and conditions contained in this Agreement shall be applicable to Amendment work.

14. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties, their affiliates, employees, directors and officers, commissioners and members and their respective successors and permitted assigns.

15. No Assignment. Contractor may not assign the Agreement or any part of it without express written consent from Grant. Any assignment in violation of this provision shall be void.

16. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

17. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire Agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

19. Expenses. Each party to this Agreement shall bear its own expenses in connection with the preparation of this Agreement and the performance of its obligations hereunder.

20. Project Updates. Contractor will provide project updates as needed to Grant's Administrator by written e-mail. At a minimum, project updates should occur once project initiation begins, at major milestones, when critical decisions that could potentially affect project outcome arise and after the project is completed.

21. Equipment and Material Purchases. Any equipment or excess material reimbursed with a value that exceeds \$300.00 before taxes shall be returned to Grant within fifteen (15) days of completion of the work (PRCC SOA 2013-04).

Approved and agreed to by:

Public Utility District No. 2
of Grant County, Washington

Okanagan Nation Alliance

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT “A”
PRCC Habitat Funds
PROJECT SPECIFICATION SHEET**

PRCC Habitat Funds Project Specifications Sheet

Date submitted: October 2, 2024

Project Sponsor: (include name, title, mailing address, phone number and email).

Okanagan Nation Alliance:101 – 3535 Old Okanagan Hwy, Westbank BC V4T 3L7

- *Project Coordinator:* Karilyn Alex, Okanagan Nation Alliance
 - 250-470-2139 kalex@syilx.org
- *Project Administrator:* Carol Roberts, Okanagan Nation Alliance
 - 250-707-0095 ext 207 admin@syilx.org

Project Liaison: (PRCC Habitat Subcommittee representative as an additional point of contact).

Dave Duvall, Grant County Public Utility District, Dduvall@gcpud.org

Project Title: (Sponsor to provide a project title. Grant PUD will add a special title for contract management purposes only).

Okanagan Lake Dam East Salmon Passage

Project Type: (Should be classified as one of the following-Appraisal, Assessment, Channel Restoration, Conservation Easement, Design, Fish Passage, Instream Flow, Instream Structure, Land Acquisition, Predator Control, Project Development, Riparian Habitat.).

Fish Passage

Location: (Give a description of the project location within the Upper Columbia including the lat. and long.).

Located in Penticton BC, Okanagan Lake Dam is situated at the outlet of Okanagan Lake. It is the headwater of Okanagan River which is a main tributary of the Columbia River (Figure 1).

- 49°30'3.71"N 119°36'47.11"W



Figure 1: Okanagan Lake Outlet Dam located within the Upper Columbia Basin.

Requested funding amount from PRCC Habitat Subcommittee: \$1,199,417.21 USD

Short description: (Two to three sentences should suffice).

In 2022, the Okanagan Lake Dam East Salmon Passage project was initiated to create conceptual designs to provide additional and permanent salmon passage on the east side of Okanagan Lake Dam. Between 2023 and 2024, site assessments, engineer designs and project planning were completed. This proposal is to fund construction, in part, of the designed passage structure to allow volitional access of salmonids into Okanagan Lake throughout all migration periods while allowing for climate change conditions.

Project description and justification: (Should be no more than 3 pages, not including photos or diagrams).

Historically, Sockeye, Chinook, Steelhead and Coho populations spawned throughout the Columbia River watershed and were present throughout the Okanagan Basin. Extensive dam construction and channelization in the first half of the 20th century reduced the abundance of these species, extirpating Coho, and limited their distribution to areas downstream of McIntyre Dam. Building dams to regulate flows in the Okanagan Basin started as early as 1912 with extensive upgrades in the 1950s. Okanagan Lake Outlet Dam is the next upstream migration issue for salmonid passage along the Okanagan River (Figure 2).



Figure 2: Okanagan Lake Outlet Dam.

COBTWG, the Canadian Okanagan Basin Technical Working Group, is a collaborative technical working group consisting of ONA, Provincial Fish and Wildlife and Fisheries and Oceans Canada (DFO). The COBTWG Fish Passage Sub-committee objectives are to improve fish passage and efficiency for all life stages of all historical anadromous salmonids at all dams within the Okanagan Lake Regulation System (OLRS) while accounting for climate change within designs and future studies.

In 2022, Okanagan Nation Alliance monitored Sockeye success through the existing west fishway. Movement and distribution of spawners were tracked, escapement into Okanagan Lake tributaries was estimated and a carcass sampling program was conducted. Main findings include that large groups of Sockeye began holding below Okanagan Lake Dam in mid-September. Most were holding on the east bank of the river, which is opposite of the existing fishway on the west bank. This is consistent with prior years' observations and suggests that hydraulics at the dam may not be optimal for attracting fish to the west fishway (McGrath et al 2023).

Total Sockeye spawner abundance in Okanagan Lake in 2022 was estimated at 4,700-5000, with the highest abundances observed in Equisis, Mission and Powers Creeks, tributaries of Okanagan Lake. Tagged nerkids travelled extensively throughout the lake with 86% of Sockeye final fates primarily upstream of the dam and 85% returning to the stream in which they were released (McGrath et al 2023). In Okanagan Lake tributaries, the average estimated total spawning capacity for Sockeye spawners using the model applied in O'Sullivan and Alex (2024) is 49,258 ($\pm 7,114$). The carrying capacity is estimated to have a lower limit of 25,361 and an upper limit of 119,837 (Alex et al. 2024).

Fishway monitoring revealed consistent jump heights throughout the west fishway but insufficient pool depths in the lower portion of the ladder. Fish jump numbers were low over the first few stop logs indicating a passage delay due to inadequate jump height to pool ratio. Other observations include the downstream approach area to the fishway is a shallow backwater pool which lacks attraction flows to the ladder, and due to varying lake levels upstream, which are typical for water management, there were periods of time with no flow over the uppermost stop log. Although the fishway does allow salmon passage, it is not an adequate design and consequently delays and limits salmon migration. It was determined that major modifications would be required in order to retrofit the west fishway.

With the inadequate fish passage on the west and the observations of fish holding on the east, a feasibility study was completed in 2022 producing conceptual designs for a passage structure on the east side of the dam. A comparison analysis was completed on west fishway modifications versus east fishway creation. Due to design constraints, risk and complexity of construction, it was expressed by engineers that the west fishway modifications would be more expensive with greater risk than creating the new passage structure on the east. In 2023-2024, site assessments and engineer designs were completed for the Okanagan Lake Dam East Salmon Passage project.

The land parcel on the east side of the dam is located on Penticton Indian Band (PIB) reserve and it accommodates the length required to construct an optimal fishway to allow permanent and volitional passage over migration windows (March through to November) for all indigenous salmonids (Chinook, Steelhead, Sockeye and Rainbow Trout). PIB Chief and Council have approved the project and continue to be heavily involved. Part of the passage structure will be located on a City of Penticton (COP) parcel and on the Okanagan River dike, which is owned and managed by the Province, both of which have also approved the project. The passage location is adjacent, but not adjoining the dam, to prevent any passage disruption from dam operations or upgrades in the future. In March 2024, the location of the fishway entrance was revised after conducting a field exercise with dam operators (MoWLRs), Dr. Bob Newbury (advisor), Watershed Engineering (project engineer) and ONA to look at dam gate operation and attraction flows. The flow gyres created below the dam at different gate configurations were studied in the field. The location of these gyres and velocity changes lead to the revision of the entrance location with the goal of providing the best fish attraction flows possible. Traditional Ecological Knowledge Keepers (TEKK) have provided guidance throughout the design process and further sessions will be held leading up to construction.

Design Elements & Description of Construction:

The engineer design consists of an approximately 2m-wide and 3.5m-deep channel from Okanagan River to Okanagan Lake on the east side of Okanagan Lake Dam (Figure 3). The fishway will have sheet piles installed for its entire length to prevent seepage from Okanagan Lake and to mitigate for any settling over time. A pool will be made at the fishway entrance with the tailwater from the upstream riffle extending into the pool for fish attraction purposes. A series of pools and riffles continue up into the fishway before leading to an invasive fish exclusion jump. Once upstream, salmonids will then migrate up a uniform channel with embedded boulders providing hydraulic diversity. The fish will then make their way through the Riverwatcher, a monitoring unit that measures fish length, detects fish direction, counts fish (up/down) and collects video clips for species identification (Figure 4). This unit comes complete with a PIT antenna, remotely accessibility, has a hard drive as well as cloud storage, operates at night and in turbid conditions (with infrared), and the information and fish video clips can be seen online by the public for outreach and education purposes. Once through the Riverwatcher, salmonids pass into a fish trap (Figure 5) and when activated, the fish trap is lifted by a winch system allowing staff to dip net fish and bring them to the nearby live well and working station. The live well has a deployment tube direct to the

lake so that once fish are bio-sampled, for example, they can then be released into Okanagan Lake without further handling. When the fish trap is not in operation, fish simply continue to swim through the passage structure and up and over three stop logs, which provide the operational ability to adjust flows within the fishway and accommodate the large fluctuation in lake water levels as well as providing capacity to operate in flood and extreme drought conditions. These aluminum stop logs are also operated by the winch and are set up with telemetry thereby allowing immediate notifications to be sent to the operator(s) to manage and maintain the fishway flows as needed. Once over the stop logs, the fish then travel directly through the trash rack and into Okanagan Lake. Buoys which are specially designed to mitigate wave action and debris will circle the passage exit to protect the structure and reduce maintenance. Please see the Design Report for further details.

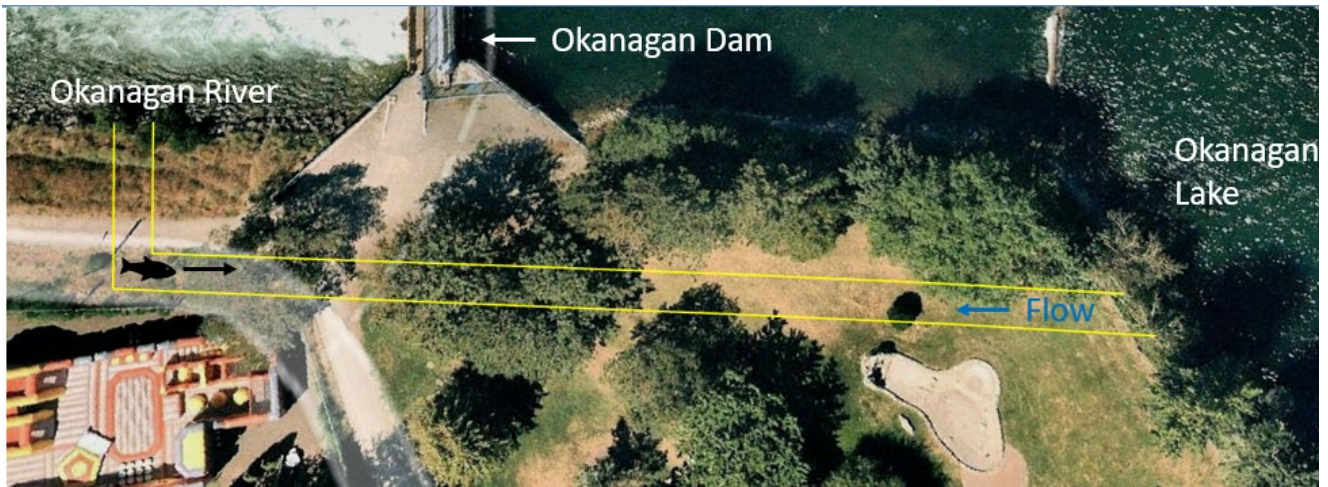


Figure 3: Fishway location from Okanagan River to Okanagan Lake on the east side of Okanagan Lake Dam.

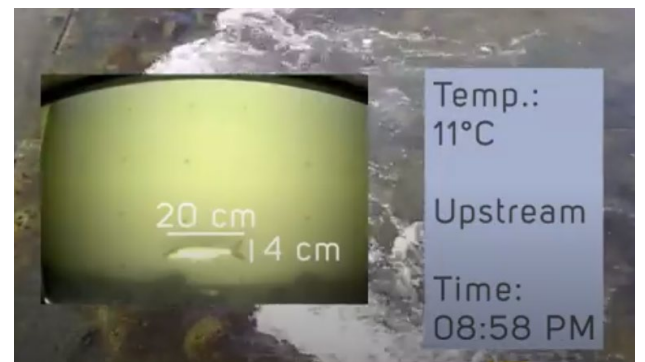
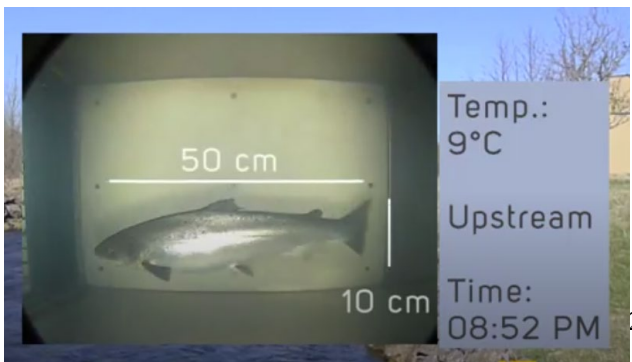


Figure 4: Riverwatcher unit with output examples.



Figure 5: Fish trap (with Riverwatcher) example from the Samish River, WA.

The fishway is enclosed for public safety with grating at ground level for light penetration and public viewing areas. Within the project area and where the fishway exit is located, the shoreline of Okanagan Lake is currently unstable due to erosion around the previous dam sheet piles. These sheet piles will be cut down to grade and the bank will be re-sloped and revegetated. Cottonwood roots will be left as much as possible, and trees removed will be reused along the shore for habitat features for both fish and wildlife. Revegetation along the fishway is designed to provide riparian vegetation while allowing for public viewing. Fenced off areas include both the entrance and exit to the fishway as well as the perimeter of the monitoring and operation area. Two bridges will be built, one pedestrian bridge to maintain the current public walkway and one vehicle bridge on the dike to accommodate dam and fishway maintenance vehicles including a crane for dam operation. Both bridges, as well as a viewing platform will provide the public with areas to watch the salmon return each year. These viewing areas, on-site signage, and the online access to the Riverwatcher video feed will increase the education and awareness of salmon coming back to their historical waters.

Current progress to date (May 2023 to June 2024):

- Approvals: PIB, COP, MoWLRS and COBTWG -complete
- Archeological Impact Assessment – preliminary complete.
- PIB Traditional Ecological Knowledge (TEK) sessions - complete and ongoing.
- Dam gate operation exercise -complete.
- Engineer designs and detailed cost estimate – complete (see Design Report).
- Archeology permit application – in progress.

References:

Alex, K., C. Mathieu & A. O’Sullivan. 2024. Okanagan Lake tributary Sockeye spawning habitat assessment. Prepared for the Federal Fisheries and Oceans CSAS process & Upper Columbia Habitat Improvement Program (UCHIP). Prepared by the Okanagan Nation Alliance Fisheries Department, Westbank BC.

McGrath, E., R. Benson, and Z. Eyjolfson. 2023. Okanagan Lake Fish Passage 2021-2022 – Monitoring Report. Prepared for the Canadian Okanagan Basin Technical Working Group. Okanagan Nation Alliance. Westbank, B.C.

O’Sullivan, A.O. and K.I. Alex. 2024. Establishing present-day Sockeye Salmon (*Oncorhynchus nerka* | sc̓win) spawning capacity in the highly impacted “sqawsitk” Okanagan River to guide population conservation and restoration. River Research applications. <https://doi.org/10.1002/rra.4293>

Project cost: (Provide an itemized budget for the funding requested from the PRCC Habitat Subcommittee and describe the reimbursement process and/or type of contract to be drafted. For example, do you prefer an actual cost reimbursement, fixed cost, monthly invoicing, etc.?).

The total cost is currently estimated at **\$3,598,251.64**. The total funds requested to PRCC are **\$1,199,417.21** for the implementation of permanent salmonid passage. Monthly invoicing is preferred. Please note that in-kind contributions will also be made throughout the project which will be included in the final report.

PROPOSED BUDGET

BUDGET ITEM	PRCC-HSC REQUEST	OTHER CONTRIBUTIONS	TOTAL COST
General Requirements	\$ 120,450.00	\$ 240,900.00	\$ 361,350.00
Concrete	\$ 101,839.87	\$ 203,679.73	\$ 305,519.60
Electrical	\$ 39,371.33	\$ 78,742.67	\$ 118,114.00
Earthwork	\$ 326,507.10	\$ 653,014.20	\$ 979,521.30
Roads and Site Improvements	\$ 157,832.08	\$ 315,664.17	\$ 473,496.25
Utilities	\$ 4,173.17	\$ 8,346.33	\$ 12,519.50
Structural Steel	\$ 42,741.50	\$ 85,483.00	\$ 128,224.50
PM, Contracting & Consulting	\$ 151,136.28	\$ 302,272.56	\$ 453,408.84
Contingency Allowance	\$ 94,405.13	\$ 188,810.27	\$ 283,215.40
Subtotal including GST	\$ 1,090,379.29	\$ 2,180,758.57	\$ 3,271,137.86
Admin 10%	\$ 109,037.93	\$ 218,075.86	\$ 327,113.79
Total	\$ 1,199,417.21	\$ 2,398,834.43	\$ 3,598,251.64

Estimated Timeline: (Populate the table so that the committee can foresee the projected timeline).

Item	2024			2025						
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Acquire Permits										
Tendering, contracting, Procurement										
Construct Project										
Project completion										
Monitoring*										
Outreach										
TEK										

*Monitoring would continue through until November 2025, then operational and passage data would be reviewed to determine if we would then proceed with high flow entrance construction in winter of 2025-26.

Final comments and instructions:

Provide contact information for the following if applicable: contracting, financial, legal, project manager, as well as the contract signatory (if different than the project sponsor).

Project Manager – Karilyn Alex: kalex@syilx.org

Contracting – Kathy Holland: contracts@syilx.org

Contract signatory - Pauline Terbasket, Executive Director of the ONA: contact through Kathy Holland

Please include an electronic copy of this specification sheet in Word format to the PRCC Habitat Subcommittee Facilitator and PRCC Habitat Subcommittee Liaison Representative when submitting your proposal.

Disclaimer: Any habitat proposals presented to the PRCC Habitat Subcommittee for review should meet the terms and conditions outlined in the 2008 NMFS Biological Opinion, the Priest Rapids Salmon and Settlement Agreement, and the FERC-ordered Habitat Plan issued on 5 March 2010. For more information, please contact a member of the PRCC Habitat Subcommittee.

EXHIBIT "B"
AMENDMENT
NO.

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

- A. Description of Change: Increase/decrease the Agreement Price and extend the Agreement completion date.
- B. Time of Completion: The revised completion date shall be _____.
OR
The completion date shall remain _____.
- C. Agreement Price Adjustment: As a result of this Amendment, the not to exceed Agreement Price shall remain unchanged be increased/decreased by the sum of _____ including all applicable taxes. This Amendment shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Agreement Price is _____, including all applicable taxes and changes incorporated by this Amendment.
- D. Except as specifically provided herein, all other Agreement terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

Okanagan Nation Alliance

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____