

2022-1036



**PUBLIC UTILITY DISTRICT NO. 1
OF GRAYS HARBOR COUNTY**

Material Bid Documents and Specifications

Call for Bids to Purchase

DISTRIBUTION AND TRANSMISSION CLASS WOOD UTILITY POLES

Bid No. 2022-1036

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SECTION 1: CALL FOR BIDS

SEALED BIDS will be received by Public Utility District No. 1 of Grays Harbor County (“Grays Harbor PUD”) pursuant to RCW 54.04.070 for the purchase of:

DISTRIBUTION AND TRANSMISSION FULLY TREATED WOOD POLES

All work shall be performed in accordance with District specifications and requirements.

Project Scope: The District is soliciting bids to establish a contract with a qualified vendor(s) to fulfill its needs for **Distribution and Transmission Fully Treated Wood Poles** on an as-needed basis for up to three (3) years. The Parties will have the option to renew the contract for one (1) additional, one (1)-year term upon mutual agreement of the Parties. Pricing for the one (1)-year contract renewal will be negotiated and mutually agreed upon by the Parties prior to the expiration of the initial contract term.

Bid Submittal Deadline: Wednesday, February 15, 2023 at 1:30 p.m. Pacific Prevailing Time

Submittal Delivery: Sealed bids should be sent via UPS or FedEx as follows:

Grays Harbor PUD Administration Building
Attn: Tiffanee Parson, Contract Administrator
Legal Department
2704 Cherry Street
Aberdeen, WA 98520

or hand delivered to the address below.

Grays Harbor PUD Administration Building
Attn: Tiffanee Parson, Contract Administrator
Legal Department
2720 Sumner Avenue
Aberdeen, WA 98520

Bid Submittals: the District will be holding the public bid opening for this contract in person in meeting room #108 of the District’s Dennis Nichols Building located at 220 Myrtle Street, Hoquiam, Washington 98550 and remotely via Zoom at 1:30 p.m. on Wednesday, February 15, 2023. The Zoom information to attend the public bid opening remotely is as follows:

Topic: Public Bid Opening – Distribution and Transmission Fully Treated Wood Poles

Date and Time: Wednesday, February 15, 2023 at 1:30 p.m. Pacific Prevailing Time

Join Zoom Meeting via audio and/or video:

<https://us02web.zoom.us/j/88440260524?pwd=YndTYlhzUy9XM3hCaHpyMmc5bjkrUT09>

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Meeting ID: 884 4026 0524

Passcode: 195410

1-253-215-8782 (United States)

Please check the following sections of the District's website (www.ghpud.org) for the most current up-to-date Zoom information:

<https://www.ghpud.org/about-us/news/events/> and <https://www.ghpud.org/about-us/contracts-procurement/request-for-bids-proposals-results/>

Bid Solicitation Documents: Copies of the bid package may be obtained by contacting Tiffanee Parson in the District's Legal Department at (360) 538-6384, or in the following section of the District's website: <https://www.ghpud.org/about-us/contracts-procurement/request-for-bids-proposals-results/>. Bid packages are posted on the District's website typically within twenty-four (24) hours of a project being advertised in the local newspaper.

Bid Security: Only written, sealed bids will be received and considered. No bid shall be considered unless accompanied by a certified cashier's check, or by a bid bond, payable to the order of the District, for an amount not less than five percent (5%) of the total amount of the bid (RCW 54.04.080). The bid bond or certified cashier's check must be enclosed in the sealed envelope with the bid at the time the bid is submitted to or received by the District.

SECTION 2: INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

Each bid must be sealed and submitted on or before the scheduled bid opening date and time. Only written, **sealed** bids that include a bid bond or cashier's check for an amount not less than 5% of the total amount of Bidder's bid will be received and considered. **Bids shall each be clearly marked on the outside of the sealed envelope with the District's project name, bid number, and the bid opening date and time.**

Each bid must be submitted on the District's Bid Proposal Form provided in this bid package, with all details completely and properly filled out.

It is the responsibility of the Bidder to see that its bid is submitted in proper form and before the bid submittal deadline. Any Bid received after the bid submittal deadline will be considered late, marked as to the date and time received, and returned to the Bidder unopened.

The Bid Price shall be all inclusive to include the furnishing of all labor, material, tools and equipment necessary for complete construction and delivery of the equipment as required in the District's scope of work. Bid price shall exclude Washington State Sales Tax.

2. EXAMINATION/CLARIFICATION OF CONTRACT DOCUMENTS

Prior to submission of its bid, Bidder shall carefully examine all of the documents included in the District's bid package. Bidder shall promptly notify the District's Legal Department if any portion of the District's bid documents conflict with applicable laws, codes, rules, regulations or contain obvious erroneous information. Any necessary revisions will be outlined in an addendum.

3. PRE-SUBMITTAL QUESTIONS

Questions and requests for clarifications on the Request for Bid Documents (RFB) must be submitted in writing by 3:00 p.m., Tuesday, February 7, 2023, via e-mail addressed to the Purchasing Contact below. Questions received after this date and time may not be answered.

- a. Please indicate the bid number and title in the email subject line.
- b. Present your questions directly in the body of the email message.
- c. If applicable, cross-reference the specific section of the Call for Bids.

Written answers to all questions and clarifications will be answered by an Addendum. Bidder will be required to sign and submit a copy of each Addendum acknowledging that it has reviewed the questions and answers prior to submitting its bid.

Purchasing Contact: Amanda Ashby, Purchasing Supervisor,
purchasingsupervisor@ghpud.org

4. EXCEPTIONS TO CONTRACT DOCUMENTS

The District may reject a bid proposal if it contains terms or conditions that are materially different from those contained in these Contract Documents. The District may, at its option, consider a Bid Proposal if it contains terms or conditions that are immaterially different from those contained in these Contract Documents by waiving such irregularity as an informality. The Bidder shall provide, with its Sealed Bid, adequate documentation to support any and all exceptions to the Contract Documents, including technical specifications, which will be reviewed during the District's bid evaluation process.

5. EVALUATION OF BIDS

Bids will be awarded to the lowest responsive and responsible bidder based on compliance with District specifications, as determined by the District, and any applicable statutes, policies and procedures. The District shall be the sole and final arbiter in the determination of whether a bid is responsive and whether a bidder is a responsible bidder.

6. REJECTION OF BIDS

The District reserves the right to reject any or all bids, to waive any informalities or irregularities and technical or legal deficiencies in bids received or the bidding process, reject any items of any bid, unless such bid is qualified by specified limitations, to award on a per item basis unless the bidder states in its bid that its bid is for all items or none, and to accept the bid which in its sole and absolute judgment will under all circumstances best serve the needs of the District.

In the event that all bids are rejected, bidders will be notified in writing and all checks and bid bonds shall be returned promptly to the bidders. Further, in the event all bids are rejected or no bids are received, the District reserves the right to re-advertise or negotiate a contract with a third party to meet the needs of the District.

7. AWARD OF CONTRACT

Bids will be considered by item within the Proposal Form and may be awarded on any item or combination of items at the option of the District. Once bids have been opened and the District has completed its evaluation process, the District will notify the successful Bidder of a contract award by sending a Notice of Contract Award letter.

Bid results and contract awards are not deemed official until approved by the District's General Manager and/or Board of Commissioners.

The District reserves the right to award separate contracts for each pole type as follows:

1. DISTRIBUTION POLES (TYPE 1)
2. TRANSMISSION POLES (TYPE 2)

SECTION 3: GRAYS HARBOR PUD BID PROPOSAL FORM

Type 1 - DISTRIBUTION POLESPole sizes indicated in **bold text** are standard inventory materials. All other sizes will be by special order

Item #	Pole Length	Pole Class	GHPUD MID#	Drilling Pattern	Estimated 3-Year Usage	Unit Price	Total Price (Qty. x Unit Price)
1	30	4	3220	MS 1100 MSP-6	30	\$	\$
2	35	4	3221	MS 1100 MSP-6	190	\$	\$
3		1	3224	MS 1102 MSP-6H	10	\$	\$
4	40	4	3222	MS 1104 MSP-8A	35	\$	\$
5	45	4	3223	MS 1104 MSP-8A	900	\$	\$
6		2	3226	MS 1104 MSP-8A	30	\$	\$
7		2	3227	MS 1106 MSP-8DE	15	\$	\$
8	50	2	3244	MS 1104 MSP-8A	75	\$	\$
9		2	3247	MS 1106 MSP-8DE	20	\$	\$
10		H-1	3274	MS 1106 MSP-8DE	1	\$	\$
11	55	2	3245	MS 1104 MSP-8A	10	\$	\$
12		2	3267	MS 1106 MSP-8DE	1	\$	\$
13		1	3275	MS 1106 MSP-8DE	1	\$	\$
14	60	2	3246	CUSTOM MSP-11N	1	\$	\$
15		2	3242	MS 1106 MSP-8DE	1	\$	\$
16	65	2	3241	CUSTOM MSP-10N	1	\$	\$
17		2	3248	CUSTOM MSP-11N	1	\$	\$
18		2	3243	MS 1106 MSP-8DE	1	\$	\$
ITEMS 1 THRU 18 SUB-TOTAL							\$
LEAD TIME IN WEEKS							

TYPE 2 - TRANSMISSION POLES							
Pole sizes indicated in bold text are standard inventory materials. All other sizes will be special order.							
Item #	Pole Length	Pole Class	GHPUD MID#	Drilling Pattern	Estimated 3-Year Usage	Unit Price	Total Price (Qty. x Unit Price)
1	70	1	3280	MS 1124 MSP-11B	140	\$	\$
3	75	1	3281	MS 1124 MSP-11B	100	\$	\$
4		1	3285	MS 1116 MSP-10C	25	\$	\$
5		H-1	3215	MS1124 MSP-11B	1	\$	\$
6		H-1	3214	MS 1116 MSP-10C	1	\$	\$
7	80	1	3282	MS 1116 MSP-10C	15	\$	\$
8		1	3218	MS 1124 MSP-11B	1	\$	\$
9		H-1	3219	MS 1124 MSP-11B	1	\$	\$
		H-1	3216	MS1116 MSP-10C	1		
10		H-2	3294	MS 1124 MSP 11B	1	\$	\$
11		H-2	3293	MS 1116 MSP 10C	1	\$	\$
12	85	1	3283	MS 1116 MSP-10C	10	\$	\$
13		H-1	3201	MS 1116 MSP-10C	1	\$	\$
14		H-2	3295	MS 1116 MSP 10C	1	\$	\$
15		H-2	3297	MS 1124 MSP-11B	1	\$	\$
16	90	H-1	3202	MS 1116 MSP-10C	1	\$	\$
17		H-2	3296	MS 111 6MSP 10C	1	\$	\$
ITEMS 1-17 SUB-TOTAL							
LEAD-TIME IN WEEKS							

- Bidder is required to use the District's Bid Proposal Form provided in this bid package.

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- Unit pricing shall be submitted as F.O.B. DESTINATION, freight prepaid and allowed based upon a full release. A full release of the poles set forth in this solicitation is considered to be 40,000 pounds. Bid prices submitted shall include freight costs and shall never include tax.

Split Location Delivery Charge

The District shall have the option to split a full load of poles for deliveries at both its Elma and Aberdeen locations as identified in Section 5.5.4. A split delivery charge will be allowed on all orders split between the two locations.

Split Delivery Charge	\$
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Price Adjustments

Price Adjustment indices included.
Section 5.3

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Exceptions

Does your submittal make any restrictions or take any exceptions to the conditions or provisions outlined in this specification?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If yes, please explain exceptions:

Bidder Information

Bidders Business Name:		
Bidder's Washington UBI No:		
Physical Business Address:		
City:	State:	Zip:
Business Telephone Number:	Business Email Address:	
OFFICIAL AUTHORIZED TO SIGN FOR BIDDER		
Print Name & Title:		
Signature:	Date:	

SECTION 4: MATERIAL SPECIFICATIONS

A. **SCOPE**

1. The purpose of this specification is to provide poles for the District's electric system which have long service lives and are safe for District personnel and the general public.
2. This specification covers the minimum technical requirements for fabricating and delivering Coastal Douglas Fir poles to be furnished to the District. Where there is a conflict with any previously issued District specification, this specification shall govern.

B. **GENERAL REQUIREMENTS**

1. Referenced Documents (latest revision shall always apply)

The following documents of the issue indicated form a part of this specification.

a. PUD Drawings

Specific pole framing drawings are included in Appendix "A".

b. American National Standards Institute (ANSI) Standards

05.1 - 2017	Specifications and Dimensions for Wood Poles
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c. American Wood Preservers Association
(AWPA) Standards

A6-15	Method for the Determination of Retention of Oil-Type Preservatives from Small Samples
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A9-18	Method for Analysis of Treated Wood and Treating Solutions by X-Ray Spectroscopy
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U1-19, Section D	Use Category System: User Specification for Treated Wood Poles
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T1-19, Section D	Use Category System: Processing & Treatment
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	Standard for Poles
M2-19	Standard for Inspection of Preservative Treated Products for Industrial Use
P35-16	Standard for Pentachlorophenol (PCP)
P49-18	Standard for 4,5-Dichloro-2-N-Octyl-4-Isothiazolin-3-One (DCOI)
HSA-18	Standard for Hydrocarbon Solvent, Type A

2. Definitions of Terms

Definition of terms in this specification are outlined in ANSI 05.1-2017, Specifications and Dimensions for Wood Poles.

3. Material

Poles shall be cut from live Coastal Douglas Fir timber meeting the requirements of Section C.

4. Workmanship

All work shall be performed by skilled craftsmen following the best modern practices of the industry.

5. Order of Precedence

In the event of an inconsistency between the documents of Section B, the inconsistency shall be resolved by giving precedence in the following order: (a) technical specifications, (b) drawing, (c) referenced documents.

C. WOOD QUALITY

1. Poles shall be cut from live Coastal Douglas Fir timber. Interior North (Intermountain) Douglas Fir is not acceptable. Poles shall conform to ANSI 05.1, except as specified herein.
2. No pole shall have more than one-half twist of grain in any fifteen feet of length.

3. Class 1 and 2 poles shall have a maximum top circumference of 45 inches. Class HI poles shall have a maximum top circumference of 47 inches.
4. In addition to the provisions of the above American Standard, splits or combinations of checks that reduce pole strength are prohibited, whether present, before or after preservative treatment. Individual checks exceeding 1/2 inch in width or 3 feet in length will be rejected. Checks which extend downward from the top of the pole through the bolt holes are prohibited if the check exceeds 1/2 inch in width, or if the check exceeds in depth more than 1/2 of the diameter of the pole.
5. Annual growth rings must be sufficient in number to provide an average of not less than six rings per inch measured in the outer two inches of the pole radius.
6. Sucker knots, hollow knots, decayed knots, spike knots, or fall knots that reduce pole strength are prohibited.

D. **CONDITIONING**

1. Seasoning shall be by the Boulton Drying Method per ANSI 05.1.2.2, or a combination of air seasoning with Boulton Drying. Boulton Drying shall be used to ensure that sterilization is completed prior to pressure treating by heating pole in preservative at 200 degrees F for a sufficient time to obtain a temperature of 150 degrees F at the pith center for a minimum of two (2) consecutive hours.
2. Maximum air seasoning time for poles held for treatment shall be 18 months.
3. The average moisture content at the 2 inch zone at mid-length shall not exceed 25 percent by Delm Horst Meter after treatment. Kiln drying may be allowed at the discretion of the District's Inspector.

E. **PRE-TREATMENT PROCESSING**

1. Incising

Full length incising shall be done in accordance to ANSI O5.1-2017

2. Groundline Drilling

The groundline area shall be through drilled for internal preservative treatment as per ANSI O5.1-2017.

3. Pole Top

A "star lock" anti-checking device must be imbedded in the top of each pole before treatment.

4. Marking/Tagging

Branding shall be in accordance with the latest ANSI O5.1

5. Framing Drilling

Spacing and alignment of drilled holes shall be as specified on the District framing drawings(s), attached in Appendix "A". Holes must be cleanly drilled with sharp bits before treatment. Holes must be drilled through and perpendicular to the axis of the pole. Holes in the side must be perpendicular to holes in the face. Holes in the same plane must be parallel to each other. Using a full length drilling "jig" will ensure precise hole placement and squarely drilled holes; we highly recommend using this method.

F. **PRESERVATIVE TREATMENT**

1. Poles shall be full length treated by an empty cell process in accordance with AWWA U1 and T1, Section D (poles).

2. Preservative Type

The preservative used in the treatment of poles shall be:

Pentachlorophenol-petroleum solution containing not less than 5% by weight of pentachlorophenol. The pentachlorophenol shall meet the requirements of Federal Specification TT-W-570 and AWWA P35.

-or-

DCOI- petroleum containing not less than 2% by weight of DCOI. The DCOI shall meet the requirements of AWWA specification P39.

The petroleum shall be hydrocarbon solvent, Type A, meeting the requirements of AWWA HSA. The solution shall provide sufficient coloring to permit visual determination of penetration from test borings.

3. Pole Surface After Treatment

Poles shall be clean and dry after treatment.

Bleeders will be rejected. Poles which give evidence of retaining excessive moisture after treatment will be rejected.

4. Minimum Retentions

Minimum retention of Pentachlorophenol preservative in the drilled groundline area shall be 0.6 lbs. per cubic foot 0.25 inches to 1.0 inches from the surface and 0.3 lbs. per cubic foot 2.0 to 2.5 inches from the surface.

Minimum Pentachlorophenol retention in areas other than the groundline shall be 0.5 lbs. per cubic foot in the zone 0.25 inch to 1.0 inch from the pole surface.

-or-

Minimum retention of DCOI preservative in the drilled groundline area shall be 0.2 lbs. per cubic foot 0.25 inches to 1.0 inches from the surface and 0.1 lbs. per cubic foot 2.0 to 2.5 inches from the surface.

Minimum DCOI retention in areas other than the groundline shall be 0.18 lbs. per cubic foot in the zone 0.25 inch to 1.0 inch from the pole surface.

G. **INSPECTION AND TESTING**

1. **Access to Facilities**

The supplier shall give the District, or District's representative, such access to their plant during working hours as is reasonable and necessary to determine the suitability of material to be supplied, and shall furnish all necessary apparatus, labor and other facilities for making the tests herein specified without cost to the purchaser.

2. All poles shall be inspected before and after treatment by the District or its designated agent. Regular inspection of poles for compliance with this specification shall be performed by the supplier.
3. Each pole shall be tested for penetration in accordance with the applicable American Wood Preservers Association Standards. Penetration shall be determined in accordance with AWP Standard M2.
4. The supplier shall provide samples of the preservative at such times as are designated by the District for the purpose of insuring that the preservative meets the requirements of the specifications. The samples shall be taken in accordance with AWP Standard M2. Tests of the preservative shall be performed by and at the expense of the supplier.
5. The supplier shall maintain testing facilities and records of operations sufficient to verify compliance with specifications.

The supplier shall make available to the District all data, apparatus, etc., that may be needed to determine if the poles have retained the specified quantity of preservative and that the preservative meets the requirements of the specifications.

H. **RETREATMENT**

1. **Poles**

Poles not conforming to the specified minimum requirements for penetration and net retention or to the requirements for cleanliness may be retreated once. The

temperature, duration and pressure limits applying to the original treatment shall not be exceeded in the retreatment.

2. Retreatment of Stored Poles

All poles which have remained in storage after treatment for a period in excess of one (1) year shall be considered to have new seasoning checks and shall be retreated in hot preservative for not less than ten minutes at a pressure not less than 25 psi.

3. Retreatment of Entire Charge

If twenty-five percent (25%) or more of the poles in a charge fail to meet penetration requirements, the entire charge shall be retreated.

I. **STORAGE, HANDLING, HAULING AND SHIPPING**

1. Shall be done in accordance to the latest ANSI O5.1.

J. **INSPECTION OF POLES AT DISTRICT'S YARD**

1. The District reserves the right to reject poles found at the delivery point to be defective or below specification requirements. Poles so rejected will be returned to the supplier at the supplier's expense.

The District will determine whether a full refund or replacement pole is required for poles rejected at the District's yard.

SECTION 5: LEGAL REQUIREMENTS

5.1 TERMINOLOGY

Whenever these words occur in the bid documents, they shall have the following meanings:

Term	Definition
CONTRACTING OFFICER	The General Manager of the District or its authorized representative
CONTRACT DOCUMENTS	Contract documents following the District's evaluation of bids and an official Notice of Contract Award to Vendor
CONTRACT PRICE	Sum of the Bid Item Prices of the awarded Bid Items
DISTRICT	Public Utility District No. 1 of Grays Harbor County ("Grays Harbor PUD")
VENDOR	The successful Bidder who is awarded the Contract to supply the materials or equipment as described in the District's bid package, including any Addenda that may be issued

LEAD TIME	The length of time starting on the date Vendor receives the District's Purchase Order and ending at the time that the item(s) are received at the District
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5.2 BID QUANTITY INCREASE/ DECREASE

The quantities listed on the District's Bid Proposal Form are an estimate only using historical data gathered from the previous three (3) years. Purchase Order releases will be on an as-needed basis throughout the Contract. Releases of pole will be in truckload lots or combined sizes to make full loads. The purchase order will be delivered to the Vendor by e-mail.

5.3 CONTRACT PERIOD/ ESCALATION/ DE-ESCALATION

The contract will remain in effect for a period of thirty-six (36) months from the date of award. The Parties have the option to renew the contract for one (1) additional, one (1)-year term upon mutual agreement of the Parties. Pricing for the one (1)-year contract renewal will be negotiated and mutually agreed upon by the Parties prior to the expiration of the initial contract term.

The prices submitted on the District's Bid Proposal Form shall remain in effect for a period of twelve (12) months following the District's Notice of Contract Award. Two-price adjustment will be allowed over the contract period, one increase at twelve (12) months and another increase at twenty-four (24) months into the contract term. Pricing adjustments will be limited to actual documented increases in white wood, treatment oils, chemicals and freight costs incurred in the prior (12) twelve months of the contract period. Bidders are to include indices which will be used to justify increases.

5.4 VENDORS MINIMUM INVENTORY

A minimum quantity of forty-one (41) 45-foot distribution poles must be maintained at the supplier's yard for immediate shipment. A physical inventory of treated stock shall be supplied to the District before the expiration of this bid to ensure all drilled/treated poles is purchased from the successful bidder's inventory. The District acknowledges a responsibility to purchase the vendor's inventory upon completion of the contract, but reserves the right not to purchase any vendor inventory beyond stocking requirements.

MID#	Pole Heights	Pole Class	Minimum Stock Quantity
3223	45'	4	45

5.5 TRANSPORTATION AND DELIVERY

Following the receipt of a purchase order, contract materials are to be delivered within the lead-time specified by the Vendor on the submitted "Bid Proposal Form". The delivery time will be enforced for all releases of this contract and any contract renewals.

Any change in the lead time shall be reported immediately by a written confirmation and explanation thereof. The delivery date shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without the fault of the bidder.

Wood poles shall be shipped so that they arrive at the District without transit-associated damage. The Vendor will be responsible for any and all damage to shipment incurred in transit, and the reconciliation thereof. A packing list shall accompany each shipment. The District's purchase order number shall be noted on the packing list.

5.5.1 Shipping Notice

The shipper shall notify the District's Warehouse a minimum of 48 hours prior to arriving at the delivery destination. This notice may be sent via email or by phone to the below contact:

Contact: Amanda Ashby, Purchasing Supervisor
Phone: (360) 538-6285
Email: purchasingsupervisor@ghpud.org

5.5.2 Delivery Times

The deliveries of treated poles shall arrive between 9:00 a.m. – 2:00 p.m. Monday through Friday, excluding District observed Holidays, unless other prior arrangement have been made.

5.5.3 Subcontractor (Shipping Company)

The District reserves the right to request a change in shipping company utilized by the supplier based upon history of damaged goods delivered to the District and/or evidence of unsafe work practices by the shipping company.

5.5.4 Delivery Location

Deliver complete items to either of the below warehouse locations as directed by purchase order release. The District reserves the right to split a full load of poles for deliveries at both of its Elma and Aberdeen locations subject to the Split Location Delivery Charge.

Grays Harbor PUD
Aberdeen Pole Yard
2704 Cherry Street
Aberdeen, WA 98520

or

Grays Harbor PUD
Elma Pole Yard
502 N 2nd Street
Elma, WA 98541

5.5.5 Alternate Delivery Location:

The District shall have the option to have poles delivered to an alternate facility or job-site within a 45-mile radius of the Aberdeen Warehouse without incurring additional freight charges.

5.6 CLAIMS AGAINST THE DISTRICT

For the convenience of the parties, it is mutually agreed that any claims or causes of action which the Vendor has against the Grays Harbor PUD arising from this contract shall be brought in the Superior Court of Grays Harbor County, Washington within 180 calendar days from the date of final acceptance of the contract by the District. The parties understand and agree that the Vendor's failure to bring suit within the time period provided shall be a complete bar to any such claims or causes of action.

5.7 PUBLIC RECORDS ACT REQUIREMENTS

All bids, proposals, Contract documents and related materials (collectively, “Materials”) submitted in connection with any proposal or bid are subject to public review and approval by the Board of Commissioners and/or the District’s General Manager. Bidder acknowledges and agrees to such public review and approval. With limited exceptions, all materials submitted become public records and are subject to the provisions of RCW Chapter 42.56 (the “Act”). In most instances, all materials will be subject to inspection and copying by the public. Bidders claiming any exemption from public disclosure shall indemnify and hold the District harmless from any and all costs arising out of a public records request that the Bidder claims contains **proprietary information** or **trade secrets**.

5.8 LIABILITY OF THE VENDOR

Suit, Actions, Claims and Indemnification. The Vendor shall save the District (including all its managers, commissioners and employees) harmless from all suits, actions, or claims brought on account of injuries to any person, including death, and damage to third party tangible property to the extent caused by the Vendor’s negligence in the performance of the work or from any claim arising or recovered under the Workman’s Compensation Laws or any other omission by the Vendor or its employees while carrying on operations under this contract. Such defense and indemnification obligations are conditional upon the Vendor being given prompt written notice of the claim and the authority to control the defense of such claim. The District may hire separate counsel at its own costs. To the extent any such claim is contributed to both Parties, the degree of culpability for each Party shall be apportioned in accordance with the principles of comparative negligence.

5.9 LIMITATION OF LIABILITY

5.9.1 Force Majeure: Neither Party shall be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including, but not limited to: acts of God; unusually severe or harsh weather conditions; fire; flood; hurricanes; tornadoes; third party strikes or other labor difficulties; epidemics; quarantine restrictions; war, insurrection or riot; acts of a civil or military authority; embargoes; fuel or energy shortage; blockades; and transportation delays or accidents. In the event of delay in performance due to any of the foregoing causes, the date of delivery or time for completion will be extended by a period of time equal to the greater of: (i) the time reasonably necessary to overcome the effect of such delay; or (ii) the time equal to the period of the delay. Either party may terminate the Contract if the force majeure event extends past ninety days.

5.9.2 Consequential Damages: Neither party shall be liable for any special, incidental, punitive, indirect, or consequential loss or damage.

5.10 INDEPENDENT VENDOR

The parties agree that the Vendor is an independent contractor and not an employee, or agent or servant of Public Utility District No. 1 of Grays Harbor County, Washington, and the Vendor will hold the District harmless from any claim, personal or property, to itself, its employees and third parties who may arise from the work herein contemplated.

5.11 OWNER AS A THIRD PARTY

The term “third party” as used in this Agreement shall not include the owner or joint venture, or any entity with an ownership interest in the facility upon which the Vendor is delivering equipment or performing services, or their agents, employees, officers, or commissioners.

5.12 WARRANTY

The manufacture shall fully guarantee the materials and workmanship for a period of eighteen (18) months from the date of delivery, and/ or twelve months from date of field installation. The manufacture shall also state any additional warranty beyond the guaranteed first year, if applicable.

5.13 CHANGE ORDERS

The District may, from time to time during the progress of the Project, make such changes in, additions to, or subtractions from, the Plans, Specifications, Drawings, and/or Exhibits as conditions may warrant. All such changes shall be authorized by a written Change Order, signed by the District and the Vendor. The Vendor shall not be required to perform out-of-scope or extra work without its written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

A Change Order is a written order to the Vendor, signed by the District (or its authorized agent) and the Vendor, issued after the execution of this Contract, authorizing an addition, deletion, or revision in the Scope of Work or an adjustment in the compensation or the schedule. Verbal change orders are prohibited.

The increase or decrease in the compensation or change in schedule resulting from a change in the Project shall be determined by mutual agreement. If the parties are unable to agree to such change in the Vendor’s compensation or the schedule, the Vendor, upon receipt of a written order signed by the District, shall promptly proceed with the services or work involved. The cost of such additional services or work shall then be determined on the basis of the actual time and expense incurred for performing the services or work attributed to the change. In such case, the Vendor shall maintain a separate time and expense accounting for the additional services or work.

The Vendor agrees that any change in the Contract Amount or Contract Time provided in a Change Order is full and complete compensation to the Vendor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Vendor’s schedule, and for any equitable adjustment or time extension to which the Vendor may be entitled for this Change Order, pursuant to the Contract between the District and the Vendor.

5.14 PURCHASE ORDER NUMBER/PAYMENTS

A Purchase Order number will be assigned by the District to identify all goods purchased under this contract. All correspondence and invoices should be plainly marked with the Purchase Order number for identification purposes.

Payment will be made thirty (30) days after receipt and acceptance of materials ordered. Invoices shall be emailed to ap@ghpud.org or sent to:

To: Grays Harbor PUD
Attn: Accounts Payable
2720 Sumner Avenue
P.O. Box 480
Aberdeen, Washington 98520

5.15 LEGAL NOTICES

All notices from one party to any other party will be made in writing and e-mailed *or* mailed to the addresses and persons specified below. A party may change its address by providing notice of the same in accordance herewith.

To: Grays Harbor PUD
Attn: Legal Department
2720 Sumner Avenue
P.O. Box 480
Aberdeen, WA 98520
E-mail: legal@ghpud.org

To: [INSERT VENDOR'S INFORMATION]

5.16 ATTORNEYS' FEES

In the event of any action or lawsuit between the parties, the prevailing party will be entitled to recover its reasonable attorneys' fees, expenses and costs of litigation, (including on appeal) in addition to any other relief granted or awarded. The parties agree that the venue for any legal action shall be in the State of Washington, Grays Harbor County.

5.17 TERMINATION

The District reserves its right, at its sole discretion, to immediately terminate this Agreement for any reason the District may deem necessary, including but not limited to performance issues such as poor, negligent or inefficient goods, as determined by the District.

Except in emergency situations, the District shall provide the Vendor written notice of early termination and the reasons for any early termination at least five (5) days' in advance (where possible). In case of any such termination of the Agreement, the Vendor shall not be entitled to receive any further payment until the goods are wholly finished or replaced and are deemed satisfactory to the District, at which time if the unpaid balance of the amount agreed to be paid to the Vendor under the Agreement shall exceed all the expenses incurred by the District in finishing or replacing the goods, such excess shall be paid by the District to the Vendor or its legal representatives. But if all such expenses shall exceed such unpaid balance, the Vendor shall pay the difference to the District forthwith upon demand. Notwithstanding the above, the Vendor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the

Agreement by the Vendor and the District may withhold any payments to the Vendor for the purpose of setoff until such time as the exact amount of damages due the District from the Vendor is determined.

5.18 TERMINATION FOR CONVENIENCE OF THE DISTRICT

The District may terminate this Agreement at any time and without cause by a notice in writing at least thirty (30) days' in advance from the District to the Vendor. In that event, all finished or unfinished documents and other goods shall at the option of the District, become its property. If the Agreement is terminated by the District as provided herein, the Vendor will receive compensation in accordance with the Termination provision above. The thirty (30) day advance written notice requirement only applies to this Termination for Convenience provision of the Agreement. Otherwise, termination for any other reason shall require at least five (5) days' advance written notice (where possible).

SECTION 6: CONTRACT

THIS CONTRACT TO FURNISH AND SUPPLY Transmission and Distribution Utility Wood Poles is made and entered into this ____ day of _____ (month) 2023, between PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS HARBOR COUNTY (hereinafter called the “District”), and

[INSERT VENDOR INFORMATION]

(hereinafter called the “Vendor”).

WITNESSETH:

That the District and the Vendor in consideration of the payments hereinafter mentioned agree as follows:

ARTICLE I.

The complete Contract includes the Advertisement for Bids, Bidding Regulations, Instruction to Bidders, Proposal Forms, Contract Specifications, Legal Requirements and all modifications incorporated in these documents before their execution. The foregoing documents shall hereinafter be called “Contract Documents.” All obligations of the District and the Vendor are fully set forth and described herein.

In the event of a discrepancy between any of the Contract Documents, as above defined, at the request of the Vendor, the District shall give a written interpretation thereof, which interpretation shall govern.

ARTICLE II.

The Vendor agrees to furnish free and clear of all liens and encumbrances all equipment, apparatus, facilities and drawings according to the Specifications contained in the Contract Documents for which he was the successful bidder.

The District hereby promises and agrees with the Vendor to employ and does employ the Vendor to furnish all equipment in strict accordance with the accepted Plans and Specifications and hereby contracts to pay for the same according to the price stated in the Proposal.

ARTICLE III.

Contract Term: Furnish and supply Distribution and Transmission Fully Treated Wood Poles on an as-needed basis for up to three (3) years. The Parties have the option to renew the contract for one (1) additional, one (1)-year term upon mutual agreement of the Parties. Pricing for the one (1)-year contract renewal will be negotiated and mutually agreed upon by the Parties prior to the expiration of the initial contract term.

2022-1036

The prices submitted with the Bidder's bid shall remain the same for the initial contract term, as well as any contract renewals, unless there are any escalation factors submitted with the Bidder's bid that were accepted and agreed to during the District's bid evaluation process.

Bids will be in accordance with the District's bid documents.

ARTICLE IV.

Vendor's Bid Proposal Form with pricing information is attached hereto in Exhibit "A."

[VENDOR]:

PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS
HARBOR COUNTY, WASHINGTON:

By: _____

Title: _____

Schuyler Burkhart, P.E., General Manager

By: _____

APPROVED AS TO FORM:

Title: _____

UBI# _____

Angel D. Rains, General Counsel

SECTION 7: BID BOND FORM

THE DISTRICT REQUIRES ALL BID BONDS TO BE IN THE FOLLOWING FORMAT:

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal(s) (“Principal”) and _____, as Surety licensed to undertake surety business in the State of Washington (“Surety”), are held and firmly bound unto Public Utility District No. 1 of Grays Harbor County, Washington, (the “District”) as obligee, in the amount of _____ Dollars (\$ _____) (being 5% of the total amount of the bid) submitted as part of this bid, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, as provided herein..

WHEREAS, Principal is submitting herewith a Bid Proposal for:

NOW, THEREFORE, the condition of this obligation is that if Principal is awarded the contract which the Principal has proposed to undertake, and enters into a contract pursuant to such award and gives a bond for the faithful performance of the contract, and payment in full to subcontractors and laborers, materialmen and vendors, then this obligation shall be void; otherwise, the amount hereinabove specified in this Bid Bond shall be paid to the District as liquidated damages, all in accordance with RCW 54.04.080.

SIGNED this _____ day of _____, 2023

(SURETY)

(PRINCIPAL)

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Street Address _____

Street Address _____

Mailing Address _____

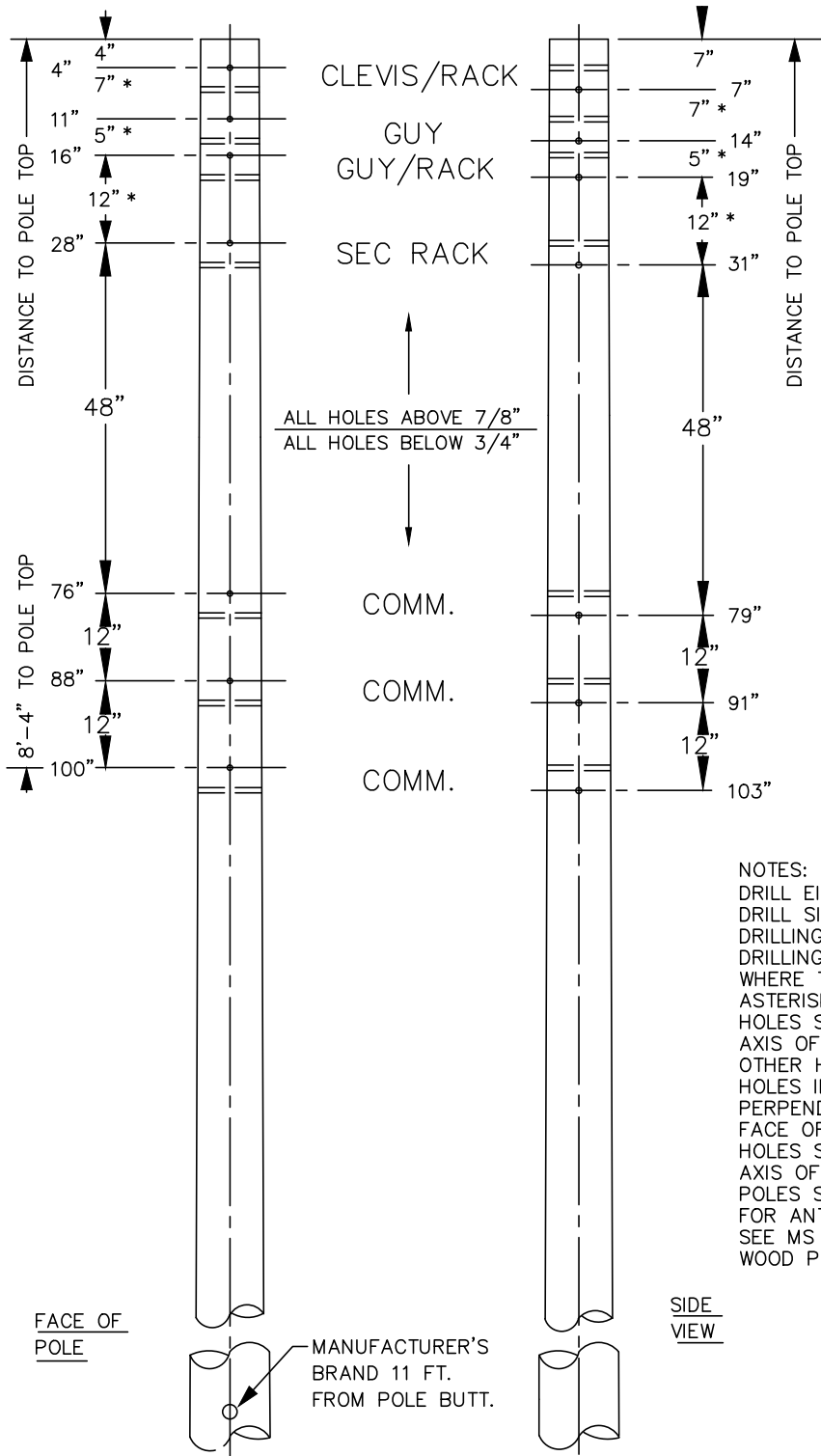
Mailing Address _____

City/State/Zip _____

City/State/Zip _____

(Power of Attorney attached)

APPENDIX A – POLE FRAMING DRAWINGS



NOTES:
 DRILL EIGHT 7/8" HOLES.
 DRILL SIX 3/4" HOLES.
 DRILLING TOLERANCE + 1/2" EXCEPT
 DRILLING TOLERANCE IS 1/4" +
 WHERE THE DIMENSION HAS AN
 ASTERISK (EXAMPLE 12"*).
 HOLES SHALL BE PERPENDICULAR TO
 AXIS OF POLE AND PARALLEL TO
 OTHER HOLES IN THE SAME PLANE.
 HOLES IN THE SIDE SHALL BE
 PERPENDICULAR TO HOLES IN THE
 FACE OF THE POLE.
 HOLES SHALL BE DRILLED THROUGH THE
 AXIS OF THE POLE.
 POLES SHALL HAVE STAR-LOCK INSTALLED
 FOR ANTI-SPLIT FEATURE.
 SEE MS 1050 AND MS 1052 FOR COMPLETE
 WOOD POLE SPECIFICATIONS.

**MATERIALS STANDARDS
 PUBLIC UTILITY DISTRICT NO. 1
 GRAYS HARBOR COUNTY, WASHINGTON**

MSP-6 POLE DRILLING FOR SERVICE POLE FRAMING

REVISED BY: PHIL BECKMAN

CHECKED BY: WWG

APPROVED BY: WWG

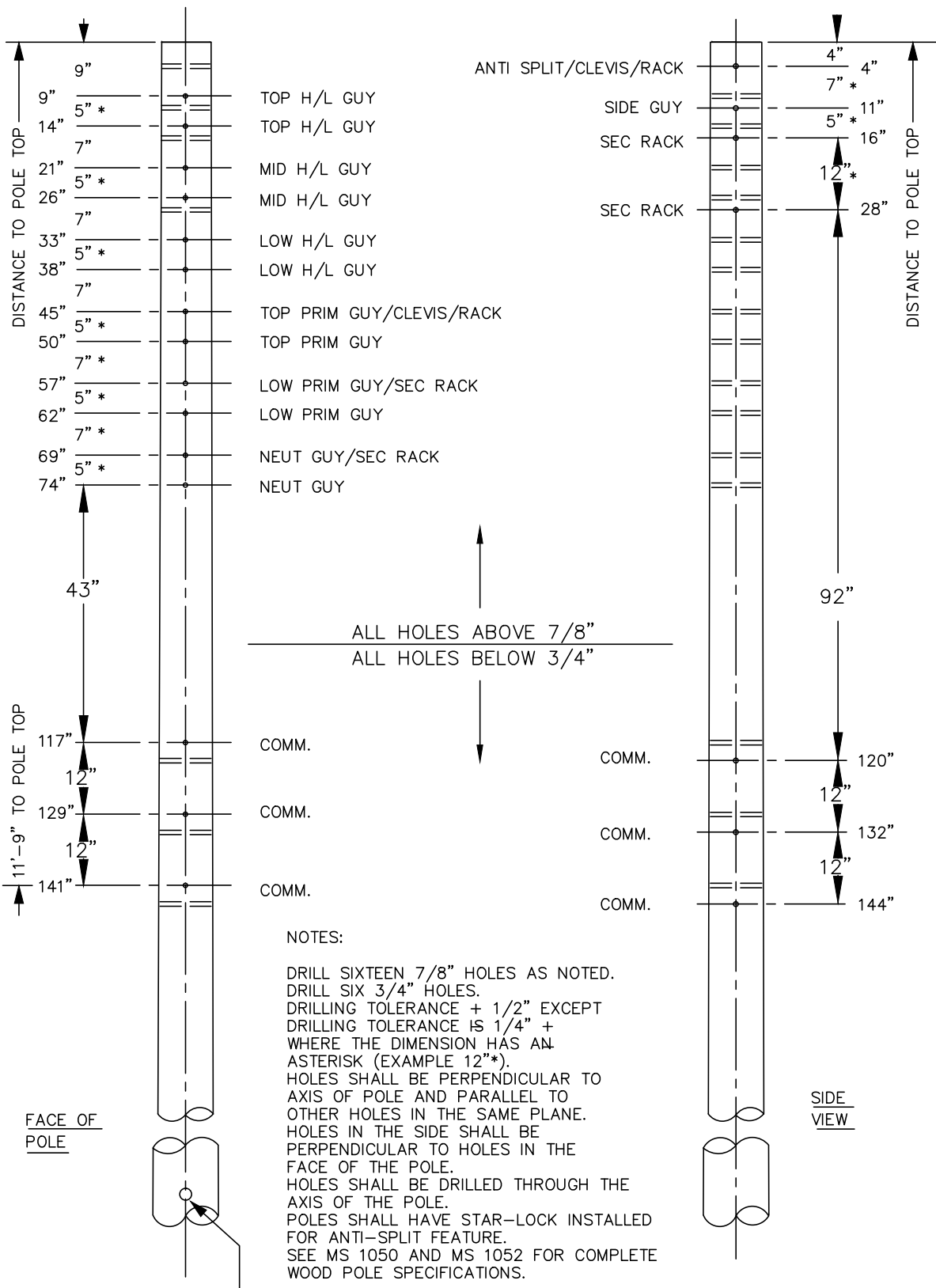
DRAWN BY: DAVID TRASK

NO. MS 1100

DATE: 7/31/2009

SCALE: 1/2" = 1'

NO. MS 1100

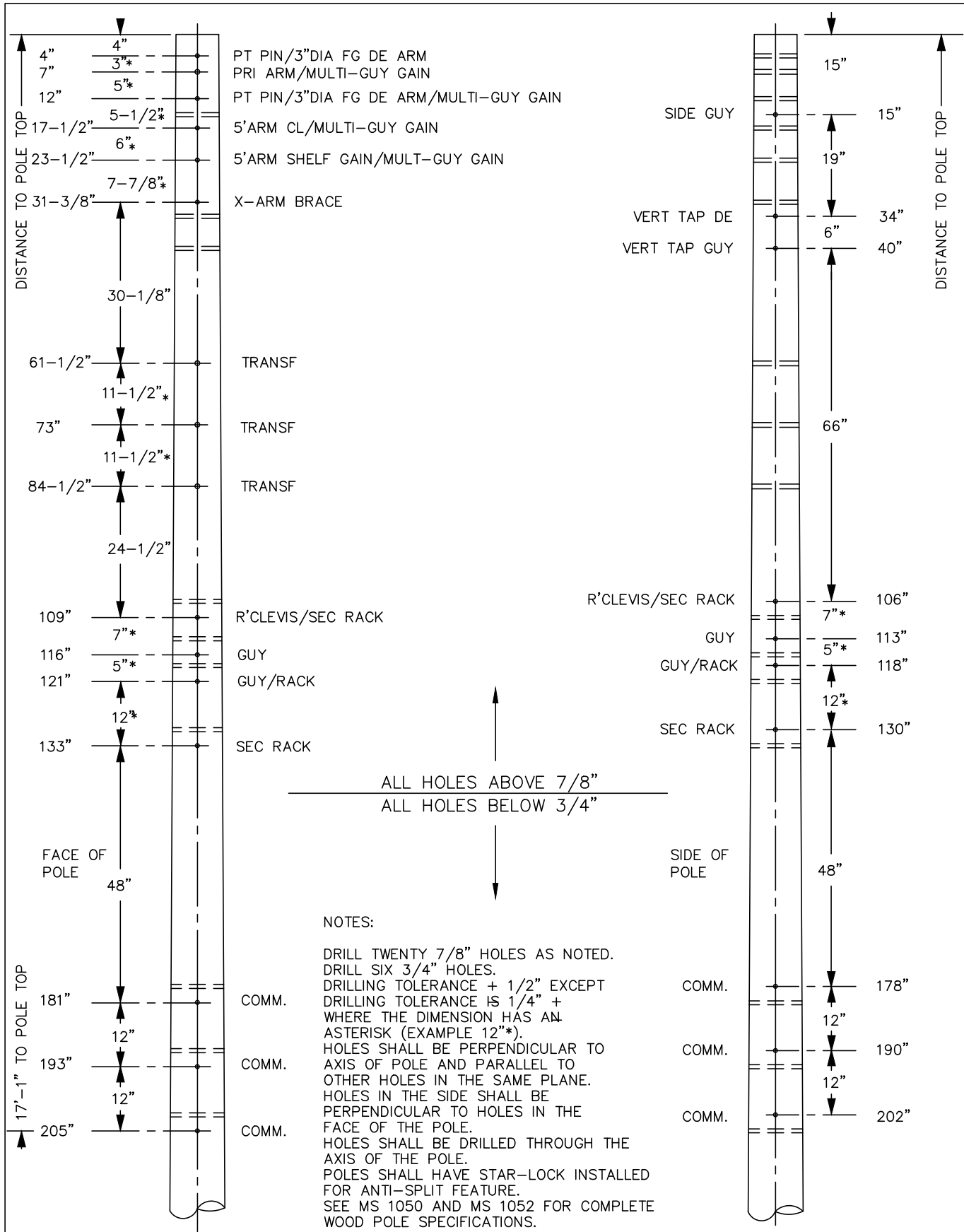


NOTES:

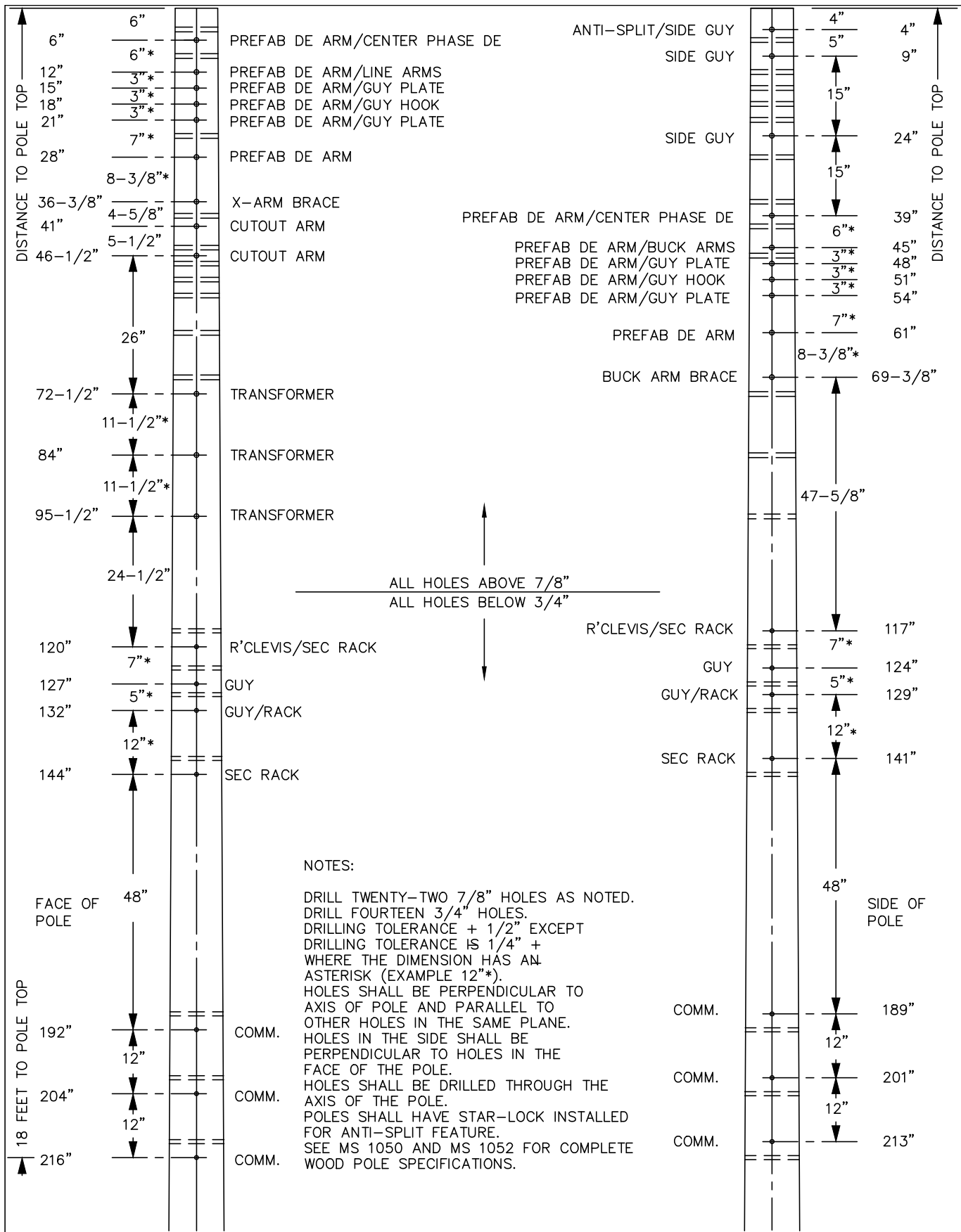
DRILL SIXTEEN 7/8" HOLES AS NOTED.
 DRILL SIX 3/4" HOLES.
 DRILLING TOLERANCE + 1/2" EXCEPT
 DRILLING TOLERANCE IS 1/4" +
 WHERE THE DIMENSION HAS AN
 ASTERISK (EXAMPLE 12"*).
 HOLES SHALL BE PERPENDICULAR TO
 AXIS OF POLE AND PARALLEL TO
 OTHER HOLES IN THE SAME PLANE.
 HOLES IN THE SIDE SHALL BE
 PERPENDICULAR TO HOLES IN THE
 FACE OF THE POLE.
 HOLES SHALL BE DRILLED THROUGH THE
 AXIS OF THE POLE.
 POLES SHALL HAVE STAR-LOCK INSTALLED
 FOR ANTI-SPLIT FEATURE.
 SEE MS 1050 AND MS 1052 FOR COMPLETE
 WOOD POLE SPECIFICATIONS.

MANUFACTURER'S
 BRAND 11 FT.
 FROM POLE BUTT.

MATERIALS STANDARDS PUBLIC UTILITY DISTRICT NO. 1 GRAYS HARBOR COUNTY, WASHINGTON		MSP-6H POLE DRILLING FOR CLASS 1 GUY STUBS	
REVISED BY: PHIL BECKMAN	CHECKED BY: WWG	APPROVED BY: WWG	DRAWN BY: DAVID TRASK
NO. MS 1102	DATE: 7/28/2009	SCALE: 1/2" = 1'	NO. MS 1102



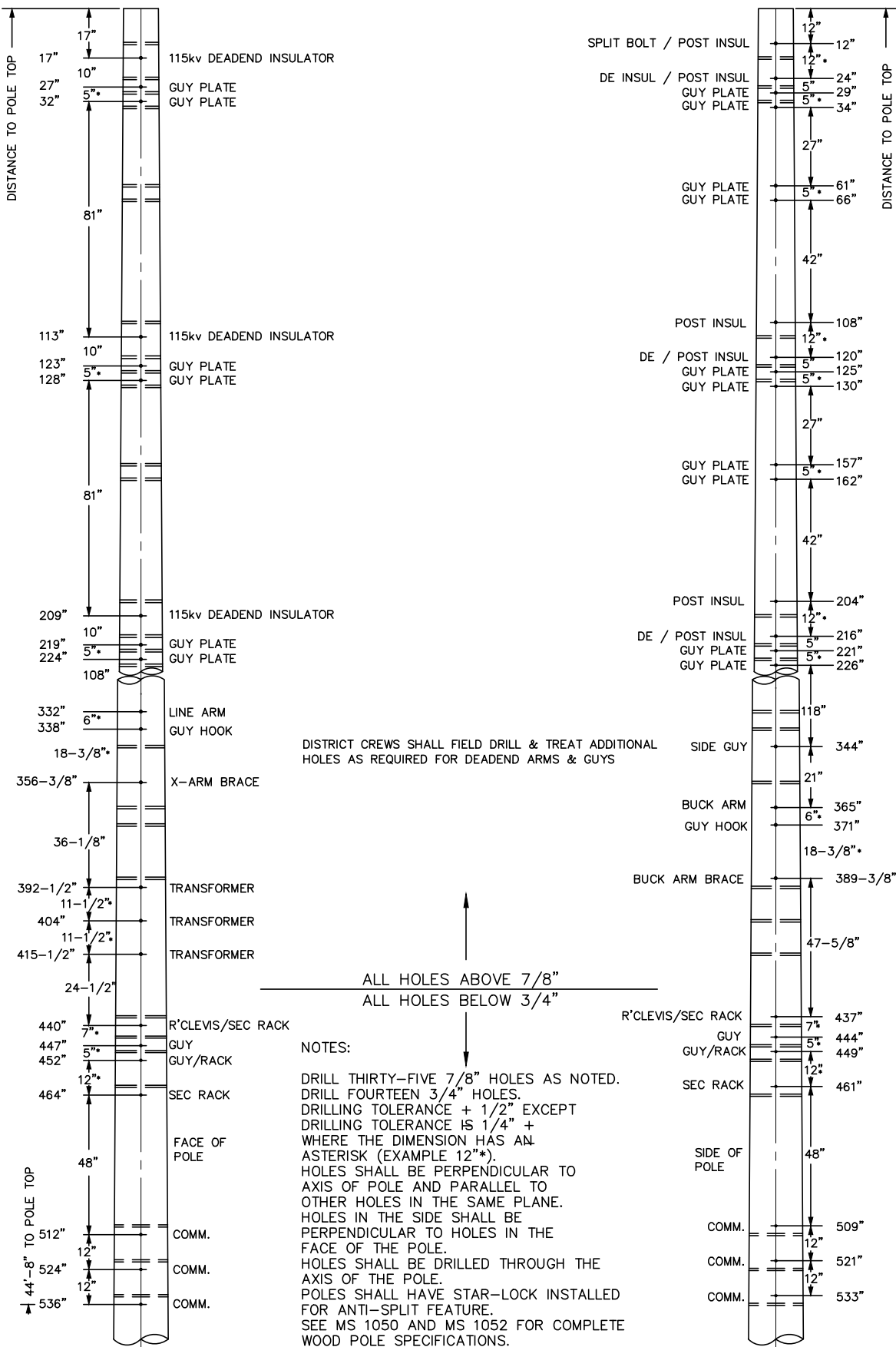
MATERIALS STANDARDS PUBLIC UTILITY DISTRICT NO. 1 GRAYS HARBOR COUNTY, WASHINGTON		MSP-8A POLE DRILLING FOR TANGENT AND LIGHT ANGLE DISTRIBUTION POLES.	
REVISED BY: PHIL BECKMAN	CHECKED BY: WWG	APPROVED BY: WWG	DRAWN BY: PHIL BECKMAN
NO. MS 1104	DATE: 7-28-2009	SCALE: 1/2"=1'	NO. MS 1104



MATERIALS STANDARDS
PUBLIC UTILITY DISTRICT NO. 1
GRAYS HARBOR COUNTY, WASHINGTON

MSP-8DE POLE DRILLING FOR DEADEND & CORNER
 FRAMING OF DISTRIBUTION POLES.

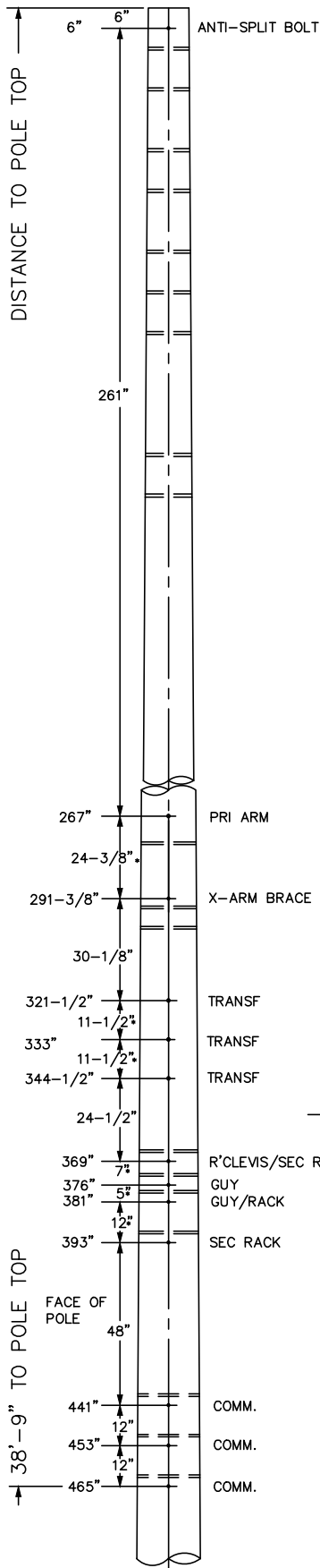
REVISED BY: PHIL BECKMAN	CHECKED BY: WWG	APPROVED BY: WWG	DRAWN BY: PHIL BECKMAN
NO. MS 1106	DATE: 7-28-2009	SCALE: 1/2"=1'	NO. MS 1106



**MATERIALS STANDARDS
PUBLIC UTILITY DISTRICT NO. 1
GRAYS HARBOR COUNTY, WASHINGTON**

MSP-10C POLE DRILLING FOR DEADEND & CORNER FRAMING OF TRANSMISSION POLES WITH DISTRIBUTION UNDERBUILD.

REVISED BY: PHIL BECKMAN	CHECKED BY: WWG	APPROVED BY: WWG	DRAWN BY: PHIL BECKMAN
NO. MS 1116	DATE: 7/28/2009	SCALE: 1/4"=1'	NO. MS 1116

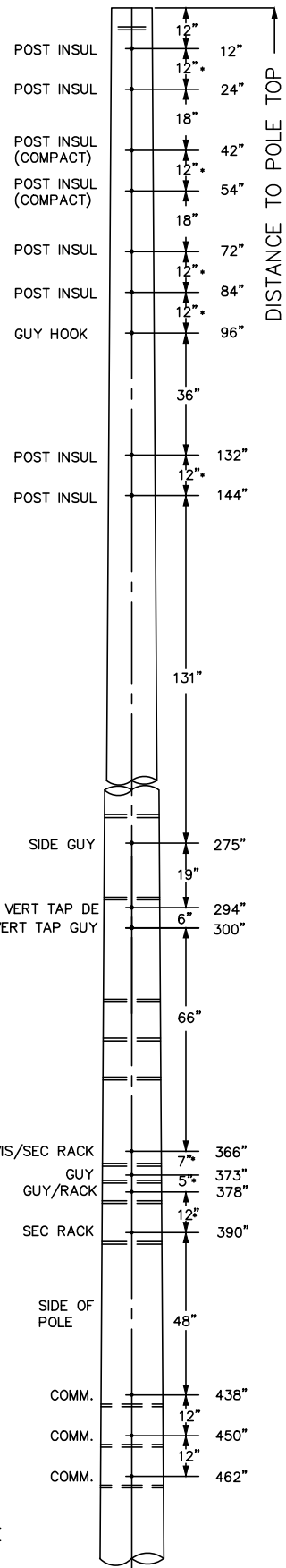


DISTRICT CREWS SHALL FIELD DRILL & TREAT ADDITIONAL HOLES AS REQUIRED FOR DEADEND ARMS, GUYS, ETC.

ALL HOLES ABOVE 7/8"
ALL HOLES BELOW 3/4"

NOTES:

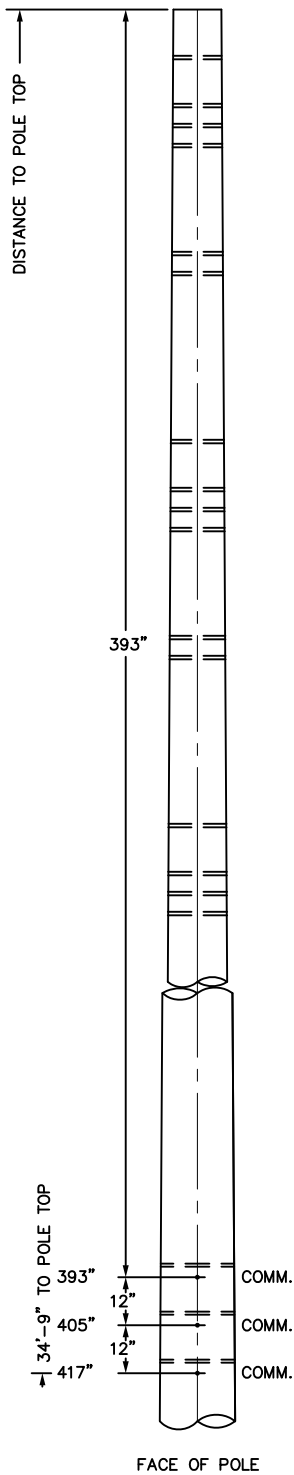
DRILL EIGHTEEN 7/8" HOLES AS NOTED. DRILL FOURTEEN 3/4" HOLES. DRILLING TOLERANCE + 1/2" EXCEPT DRILLING TOLERANCE IS 1/4" + WHERE THE DIMENSION HAS AN ASTERISK (EXAMPLE 12"*). HOLES SHALL BE PERPENDICULAR TO AXIS OF POLE AND PARALLEL TO OTHER HOLES IN THE SAME PLANE. HOLES IN THE SIDE SHALL BE PERPENDICULAR TO HOLES IN THE FACE OF THE POLE. HOLES SHALL BE DRILLED THROUGH THE AXIS OF THE POLE. POLES SHALL HAVE STAR-LOCK INSTALLED FOR ANTI-SPLIT FEATURE. SEE MS 1050 AND MS 1052 FOR COMPLETE WOOD POLE SPECIFICATIONS.



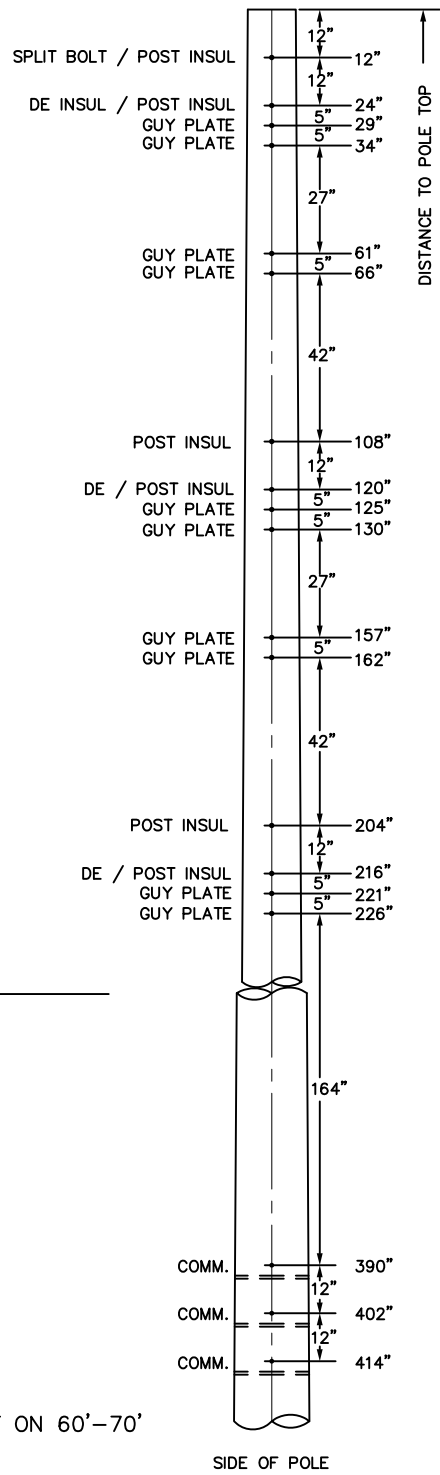
**MATERIALS STANDARDS
PUBLIC UTILITY DISTRICT NO. 1
GRAYS HARBOR COUNTY, WASHINGTON**

MSP 11-B POLE DRILLING FOR TANGENT FRAMING OF TRANSMISSION POLES WITH DISTRIBUTION UNDERBUILD.

NO. MS 1124	CHECKED BY: WWG	APPROVED BY: WWG	DRAWN BY: PHIL BECKMAN
DATE: 7/28/2009	SCALE: 1/4"=1'	NO. MS 1124	



ALL HOLES ABOVE 7/8"
ALL HOLES BELOW 3/4"



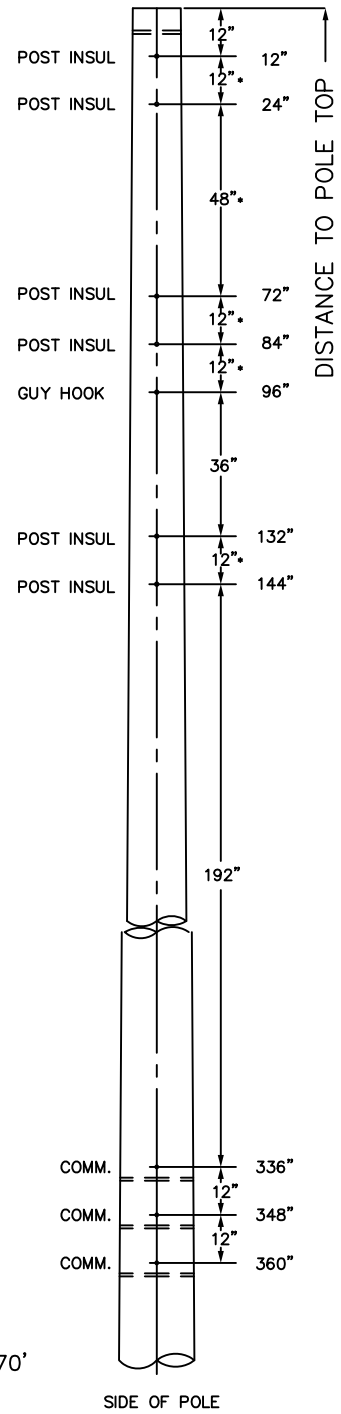
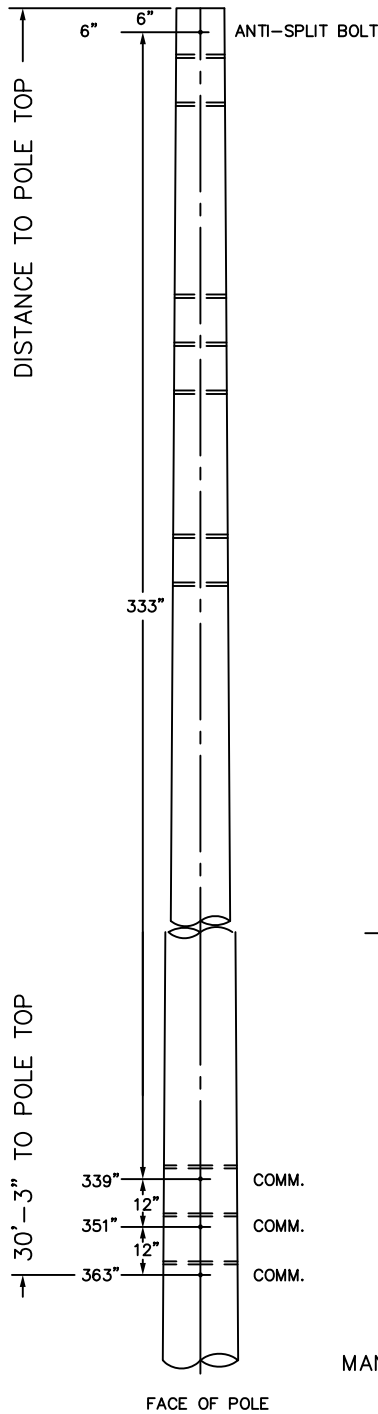
MANUFACTURER'S BRAND 11' FROM BUTT ON 60'-70'

NOTES:

- DRILL SIXTEEN 7/8" HOLES (TOLERANCE ± 1/4").
- DRILL SIX 3/4" HOLES (TOLERANCE ± 1/2").
- HOLES SHALL BE PERPENDICULAR TO AXIS OF POLE AND PARALLEL TO OTHER HOLES IN THE SAME PLANE.
- HOLES IN THE SIDE SHALL BE PERPENDICULAR TO HOLES IN THE FACE OF THE POLE.
- HOLES SHALL BE DRILLED THROUGH THE AXIS OF THE POLE.
- POLES SHALL HAVE STAR-LOCK INSTALLED FOR ANTI-SPLIT FEATURE.
- SEE MS 1052 FOR COMPLETE WOOD POLE SPECIFICATIONS.

DISTRICT CREWS SHALL FIELD DRILL & TREAT ADDITIONAL HOLES AS REQUIRED.

MATERIALS STANDARDS PUBLIC UTILITY DISTRICT NO. 1 GRAYS HARBOR COUNTY, WASHINGTON		MSP 10-N SPECIAL POLE DRILLING FOR ANGLE FRAMING OF TRANSMISSION POLES WITHOUT DISTRIBUTION UNDERBUILD FOR HUMPTULIPS - PROMISED LAND PROJECT.	
	CHECKED BY: TDR	APPROVED BY: DEK	DRAWN BY: TYSON REEVES
No. CUSTOM	DATE: 7/6/2021	SCALE: 1/4"=1'	No. CUSTOM



↑
 ALL HOLES ABOVE 7/8"
 ALL HOLES BELOW 3/4"
 ↓

MANUFACTURER'S BRAND 11' FROM BUTT ON 60'-70'

NOTES:

- DRILL EIGHT 7/8" HOLES (TOLERANCE ± 1/4").
- DRILL SIX 3/4" HOLES (TOLERANCE ± 1/2").
- HOLES SHALL BE PERPENDICULAR TO AXIS OF POLE AND PARALLEL TO OTHER HOLES IN THE SAME PLANE.
- HOLES IN THE SIDE SHALL BE PERPENDICULAR TO HOLES IN THE FACE OF THE POLE.
- HOLES SHALL BE DRILLED THROUGH THE AXIS OF THE POLE.
- POLES SHALL HAVE STAR-LOCK INSTALLED FOR ANTI-SPLIT FEATURE.
- SEE MS 1052 FOR COMPLETE WOOD POLE SPECIFICATIONS.

DISTRICT CREWS SHALL FIELD DRILL & TREAT ADDITIONAL HOLES AS REQUIRED.

MATERIALS STANDARDS PUBLIC UTILITY DISTRICT NO. 1 GRAYS HARBOR COUNTY, WASHINGTON		MSP 11-N SPECIAL POLE DRILLING FOR TANGENT FRAMING OF TRANSMISSION POLES WITHOUT DISTRIBUTION UNDERBUILD FOR HUMPTULIPS - PROMISED LAND PROJECT.	
	CHECKED BY: TDR	APPROVED BY: DEK	DRAWN BY: TYSON REEVES
NO. CUSTOM	DATE: 7/2/2021	SCALE: 1/4"=1'	NO. CUSTOM



PUBLIC UTILITY DISTRICT NO. 1 OF
GRAYS HARBOR COUNTY
LEGAL DEPARTMENT
P.O. BOX 480
Aberdeen, Washington 98520
(360) 538-6384

Thursday, January 26, 2023

ADDENDUM NO. 1 TO CALL FOR BIDS

DISTRIBUTION AND TRANSMISSION FULLY TREATED WOOD POLES

* * * * *

The following (in bold, red) are revisions to the original "Call for Bids" for the above-referenced Contract:

In Section 3: Grays Harbor PUD Bid Proposal Form for the Type 2 – Transmission Poles, the drilling pattern in item #17 for the 90 foot H-2 transmission poles should read MS 111**6**.

* * * * *

Please sign this notice acknowledging receipt and e-mail it back to tparson@ghpud.org.

Received: By: _____
(Signature)

Print Name/Title: _____

Contractor: _____

Date: January _____, 2023

TYPE 2 - TRANSMISSION POLES

Pole sizes indicated in **bold text** are standard inventory materials. All other sizes will be special order.

Item #	Pole Length	Pole Class	GHPUD MID#	Drilling Pattern	Estimated 3-Year Usage	Unit Price	Total Price (Qty. x Unit Price)
1	70	1	3280	MS 1124 MSP-11B	140	\$	\$
3	75	1	3281	MS 1124 MSP-11B	100	\$	\$
4		1	3285	MS 1116 MSP-10C	25	\$	\$
5		H-1	3215	MS1124 MSP-11B	1	\$	\$
6		H-1	3214	MS 1116 MSP-10C	1	\$	\$
7		1	3282	MS 1116 MSP-10C	15	\$	\$
8	80	1	3218	MS 1124 MSP-11B	1	\$	\$
9		H-1	3219	MS 1124 MSP-11B	1	\$	\$
		H-1	3216	MS1116 MSP-10C	1		
10		H-2	3294	MS 1124 MSP 11B	1	\$	\$
11		H-2	3293	MS 1116 MSP 10C	1	\$	\$
12	85	1	3283	MS 1116 MSP-10C	10	\$	\$
13		H-1	3201	MS 1116 MSP-10C	1	\$	\$
14		H-2	3295	MS 1116 MSP 10C	1	\$	\$
15		H-2	3297	MS 1124 MSP-11B	1	\$	\$
16	90	H-1	3202	MS 1116 MSP-10C	1	\$	\$
17		H-2	3296	MS 1116 6MSP 10C	1	\$	\$
ITEMS 1-17 SUB-TOTAL							
LEAD-TIME IN WEEKS							

- Bidder is required to use the District's Bid Proposal Form provided in this bid package.