

**PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY  
327 N. WENATCHEE AVENUE  
WENATCHEE, WA 98801**

**REGULAR COMMISSION MEETING**

**December 19, 2016**

**AGENDA**

**STUDY SESSION**

**10:00 A.M.**

1. Pledge of Allegiance and Safety Minute – TJ Farrell
2. Approval of the Agenda - Any item on the Regular Agenda shall be subject to transfer to the Consent Agenda upon request of any Commission member
3. Fiber Loop Rates
4. Distributed Generation
5. CIS Update
6. Public Power Benefit – Close out of 2015-2016

**BUSINESS SESSION**

**1:00 P.M.**

**Consent Agenda**

7. Minutes:

December 5, 2016  
December 12, 2016 Special Meeting  
December 13, 2016 Tri-Commission

8. Vouchers:

Accounts Payable Summary Report dated December 13, 2016:

- a) Vouchers totaling \$5,375,712.82;

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- b) Approval of Customer Deposit Returns and Conservation Incentive payments dated December 13, 2016 in the amount of \$26,812.12.
- c) Approval of the net Payrolls, Warrant Nos. 234848 through 234874 and Advice Nos. 624987 through 625698 for the pay period ending 11/27/2016 in the amount of \$1,771,606.94.
- d) Approval of Warrant Nos. 23021 through 23045 totaling \$3,639.08 for claim payments from the workers' compensation self-insurance fund for the period ending December 12, 2016.

### Regular Agenda

#### Resolutions

- 9. A RESOLUTION AUTHORIZING AMENDMENT NO. 4 TO SERVICES AGREEMENT (SA NO. 15-085) WITH CLEARRESULT CONSULTING, INC. TO PROVIDE THE ENERGY SMART GROCER PROGRAM
- 10. A RESOLUTION RATIFYING TASK ORDER NOS. 1-9, AUTHORIZING FINAL ACCEPTANCE OF WORK PERFORMED UNDER CONTRACT NO. 13-37 WITH PUMPTECH, INC. OF BELLEVUE, WA AND AUTHORIZING PAYMENT OF RETAINAGE
- 11. Manager Items
- 12. Commission Items
- 13. Follow-up on Delegation of Action Items From Previous Board Meeting
- 14. Delegation of Action Items
- 15. Additional Public Comment\*
- 16. Matters of general business as may necessarily come before the Commission
- 17. Executive Session: To discuss with legal counsel agency enforcement actions, litigation, potential litigation to which the District or its board is, or is likely to become, a party, and/or legal risks, as authorized by RCW 42.30.110(1)(i).

\* Members of the public are encouraged to ask specific questions after each item presented. This agenda item is for additional comments/questions related to matters not on the agenda.

This agenda and resolutions (if any) may be revised by the Commission as appropriate.

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING AMENDMENT  
NO. 4 TO SERVICES AGREEMENT (SA NO. 15-  
085) WITH CLEARRESULT CONSULTING, INC. TO  
PROVIDE THE ENERGY SMART GROCER  
PROGRAM

## FACTUAL BACKGROUND AND REASONS FOR ACTION

Resolution No. 15-14005 dated December 21, 2015, and Resolution No. 16-14046 dated June 6, 2016 authorized a Services Agreement (SA No. 15-085) with CLEARResult Consulting, Inc. to provide the Energy Smart Grocer program, in an amount not to exceed \$472,500.

District staff has identified the need for additional funds for the continuation of the program through 2017. Resolution No. 08-13325 requires that the Commission, by resolution, authorize Service Agreements and Amendments when the total contract price exceeds \$200,000.

District staff recommends that it is in the best interest of the District to amend Services Agreement No. 15-085 with CLEARResult Consulting, Inc. to provide the Energy Smart Grocer Program in the amount of \$270,000, for a total revised contract price not to exceed \$742,500.

The General Manager has reviewed District staff's recommendation and concurs in the same.

## ACTION

IT IS RESOLVED BY THE COMMISSION OF PUBLIC UTILITY  
DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON as follows:

Section 1. The General Manager is hereby authorized to execute an Amendment to Services Agreement (SA No. 15-085) with CLEARResult Consulting, Inc. to provide the additional services identified above. The revised contract price will not exceed \$742,500 without prior Commission approval. A copy of the Amendment is on file in the offices of the District.

DATED this 19th day of December 2016.

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President

ATTEST:

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Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Commissioner

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Commissioner

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## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RATIFYING TASK ORDER NOS. 1-9, AUTHORIZING FINAL ACCEPTANCE OF WORK PERFORMED UNDER CONTRACT NO. 13-37 WITH PUMPTECH, INC. OF BELLEVUE, WA AND AUTHORIZING PAYMENT OF RETAINAGE

**FACTUAL BACKGROUND AND REASONS FOR ACTION**

The District Commission by Resolution No. 08-13325 delegated authority to the General Manager to advertise, award and execute contracts when the total contract price is \$3,000,000 or less. Authority was also granted to the General Manager and the staff to execute field work orders under certain circumstances.

On June 10, 2013, the District entered into Contract No. 13-37 with PumpTech, Inc., (Contractor) of Bellevue, WA as the sole source provider for service, parts, and repair of Byron Jackson, Flowserve and Pleugar pumps and motors, for a not-to-exceed amount of \$500,000. This contract was awarded per RCW 54.04.070 and 39.04.280, which waves the statutory bidding requirements otherwise applicable to the purchase of equipment when there is a clear and legitimate sole source supplier.

The work in Task Order Nos. 1-9 consists of the purchase of pumps, motors, labor, materials, and appurtenance to repair and replace District hatchery pumps and motors. The District's staff has executed Task Order Nos. 1-9, which are on file in the offices of the District and summarized as follows:

Task Order No.	Amount
TO#1 – HTEB Impeller/Motor Repairs	\$154,311.00
TO#2 – HTEB Well CT#1 Motor/Cable Failure	\$ 14,995.00
TO#3 – HTEB Purchase/installation of new motor for EBH	\$ 70,420.00
TO#4 – HTEB Well #4 purchase new pump	\$ 70,420.00
TO#5 – HTEB Fieldwork; startup and testing	\$ 1,250.00
TO#6 – HTEB Well #3 Installation	\$ 8,000.00
TO#7 – HTEB Well#3 Emergency work; equipment failure;	\$ 14,435.36
TO#8 – HTEB Well#3 Replace Motor, cable; installation	\$100,620.00
TO#9 – HTCH Chelan Well Field Pump Repairs	\$ 53,020.00
<b>Total</b>	<b>\$487,471.36</b>

Task Order Nos. 1-9 result in a contract price of \$487,471.36 (excluding sales tax), which District staff recommends be ratified. RCW 54.04.070 provides that statutory bidding requirements may be waived for a sole source supplier. Resolution No. 08-13325 provides that a declaration of sole source purchases over the statutory limits (\$60,000) must come before the Commission for approval as part of the final acceptance resolution.

District staff has determined that the completion of all contract work occurred on August 23, 2016. In accordance with the terms of the contract, retainage in an amount not exceeding 5% of the contract price has been withheld from the Contractor.

The General Manager of the District concurs with staff's recommendations that the District accept the work performed by the Contractor, ratify Task Order Nos. 1-9 and authorize the payment of retainage due the Contractor, subject to the requirements of the contract and state law.

### **ACTION**

IT IS RESOLVED BY THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON, as follows:

Section 1. Task Order Nos. 1-9 to Contract No. 13-37 with PumpTech, Inc. for the work specified above, which result in a Contract price of \$487,471.36, excluding Washington State sales tax, are hereby ratified.

Section 2. All the contract work required under Contract No. 13-37 was completed on August 23, 2016, and the same is hereby accepted, subject to Section 3 hereof. Payment of retainage to the Contractor in the amount determined by the District's auditor to be due is authorized to be paid to the Contractor subject to Section 3 and Section 4 hereof, and subject to the provisions and limitations of Chapter 39.12 RCW (Prevailing Wages on Public Works) and 60.28 (Liens for Labor, Materials and Taxes on Public Works).

Section 3. This resolution shall not constitute an acceptance by the District of any work performed or goods supplied pursuant to the aforementioned contract, which are not in strict compliance with the contract terms and conditions.

Section 4. After the expiration of the forty-five (45) day period for giving the District notice of lien and after receipt of the Department of Revenue's certification of the Contractor's payment of taxes, the Employment Security Department's Certificate of Payment of Contributions, Penalties and Interest on Public works Contracts and the Department of Labor & Industries' Certificate of Release of the State's Lien on Public Works contracts and the District being satisfied that taxes certified as due or to become due are discharged and the filed claims of materialmen and laborers, if any, together with a sum sufficient to pay costs of foreclosing the liens and attorney's fees, have been paid, the District's General Manager is authorized and directed to withhold from the remaining retained amounts for claims the District may have against the Contractor, and the balance shall be paid to the Contractor. In the event said taxes, claims, expenses and fees have not been paid, the General Manager is authorized and directed to withhold an amount equal to unpaid taxes and unpaid claims, together

with a sum sufficient to defray the costs and attorney fees incurred in foreclosing the lien of such claims, and the balance shall be paid to the Contractor.

DATED this 19th day of December 2016.

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President

ATTEST:

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Vice President

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Secretary

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Commissioner

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Commissioner

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