



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, January 18 – 11:00 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: December 7, 2021

New Business

1. In vessel Resolution – Garver – Chris Earl/Preston Newbill (pages 2-33)
2. Bid Waiver – Flow Control Valve – Beau Thompson (pages 34-39)
3. Bid Award – UB Trucks – Gary Wilson (pages 40-70)
4. Ordinance and bid waiver with Siemens – 15kV Breakers – Travis Matlock, PE (pages 71-98)
5. Ordinance and bid waiver with GE Grid Solution – 161kV Breaker – Travis Matlock, PE (pages 99-139)
6. Budget Adjustment – Breaker Purchases – Travis Matlock, PE (pages 140-141)
7. Adjournment

Memo



To: Bentonville Utility Board

From: Chris Earl, WRRF Utility Manager

CC: **Preston Newbill, Mike Bender**

Date: January 12, 2022

Re: Garver Engineering LLC Amendment to Professional Services Project No. 20W01294 Amendment No. 1

Staff is recommending the Mayor and City Clerk to amend an agreement with Garver Engineering, LLC to total an amount of \$194,550.00 for the Compost Facility improvements. Amendment No. 1 adds and modifies the services for the compost facility located adjacent to the Bentonville Water Resource Recovery Facility (WRRF) at 1901 NE A Street.

The original contract was entered into on May 20, 2021 and included a short term trial installation of an In-Vessel composter. The original contract amount was for \$29,550.00 to cover work associated with the temporary installation. Amendment 1 will increase the contract amount by \$165,000.00 to facilitate the permanent installations. This item was budgeted in 2021 and the agreement is within the budgeted amount

The improvements generally include, design, permitting, and bidding. The anticipated improvements generally include six in-vessel composting units with conveyors including an associated mixer, grinder, electrical service upgrade and power distribution (excluding backup power). Structure associated with the project will include a canopy for composting equipment (approximately 120'x90'), a green waste canopy (approximately 20'x60' with ventilation for drying), and modifications to the SCARAB building for bio-solids storage (push walls).

The pilot testing that was completed in June 2021. It was successful in producing a quality product of compost from the vessel in just 5 days. The product met all ADEQ and Req. 503 standards for Composting of Bio-solids.

After design and bidding the In-vessel project will utilize approximately \$2,500,000 of American Rescue Plan Act (ARPA) funds for construction and related equipment or services.

Thank you for your consideration of this request.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC, FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF COMPOST FACILITY IMPROVEMENTS ADJACENT TO THE BENTONVILLE WATER RESOURCE RECOVERY FACILITY IN A TOTAL AMOUNT NOT TO EXCEED ONE HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED AND FIFTY DOLLARS (\$194,550.00), SUPPORTING THE FUTURE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE CONSTRUCTION OF SAID IMPROVEMENTS FOLLOWING DESIGN COMPLETION, AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville previously budgeted funds for engineering services related to the design of compost facility improvements adjacent to the Bentonville Water Resource Recovery facility;

WHEREAS, the City of Bentonville engaged in the statutory process for the selection of a professional engineering firm and previously selected Garver, LLC, for the project

WHEREAS, this amendment will allow additional design services, already budgeted, for the continuation of the In –Vessel Project design for the Bentonville Compost Facility, including design, permitting, and bidding of six permanent In-Vessel composters;

WHEREAS, the City of Bentonville intends to utilize American Rescue Plan Act (ARPA) funds to complete the improvements once engineering and design is complete.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into Amendment No. 1 to the Agreement with Garver, LLC, for additional engineering services related to the design of

compost facility improvements adjacent to the Bentonville Water Resource Recovery Facility, including design, permitting, and bidding of six permanent In-Vessel composters in an amount not to exceed one hundred ninety four five hundred and fifty dollars (\$194,550.00);

Section 2: That the Council supports the use of American Rescue Plan Act (ARPA) funds for the future construction of improvements upon completion of design, provided that such construction contract and use of funds shall be awarded pursuant to bid and procurement requirements.

Section 3: This Resolution shall be in full force and effect from and after the date of its passage and approval.

Section 4: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Resolutions: All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Bentonville, Arkansas
Project No. 20W01294

AMENDMENT NO. 1

This Amendment No. 1, effective on the date last written below, shall amend the original contract between the **City of Bentonville, Arkansas** (“**Owner**”) and Garver, LLC (“**Garver**”), dated May 20, 2021 (the “**Agreement**”).

This Amendment No. 1 adds/modifies the Services for the compost facility improvements located adjacent to the Bentonville Water Resource Recovery Facility (WRRF) at 1901 NE A Street. The improvements generally include, design, permitting, and bidding. Construction Phase Services will be by a future amendment. . The anticipated improvements generally include six in-vessel composting units with conveyors and mixer, new grinder, electrical service upgrade and power distribution (excluding backup power), metal canopy for composting equipment (approximately 120'x90'), green waste metal canopy (approximately 20'x60' with ventilation for drying), and modifications to the SCARAB building for biosolids storage (push walls).

The Agreement is hereby modified as follows:

Task 3 – Design

Section 3 of the Agreement is hereby amended to follow:

~~The scope for this task will be developed and authorized by future Amendments.~~

Garver will perform the following tasks for the design and perform additional Project Management and Administration per Task 1 of the “Agreement” within Amendment No. 1 fees.

3.1 Surveys

Garver will complete surveys, including aerial photography, as required for the design. Garver will establish three control points for construction, and Garver will subcontract with a company specializing in locating underground utilities. GARVER will survey the locations marked by the locating company and the utility owners. The scope of services excludes property surveys.

3.2 Conceptual Design

Garver will perform the following tasks for Conceptual Design.

- a) Complete conceptual design drawings for the improvements. The scope of services assumes the composting, mixing, and conveyor equipment will be from Brome Compost, and they will provide three dimensional drawings. Design of equipment, other than Brome Compost, is extra work.
- b) The scope of services assumes the composting equipment will be located at the southwest corner of the composting pad, and the green waste storage will be located on the paved area to the west of the composting pad.



- c) The scope of services assumes no geotechnical work, and the Owner will provide the *2017 Geotechnical Engineering Report for the Evaluation of the Composting Facility*.
- d) The scope of services assumes that the Owner's planning department will not require special architectural features on the metal canopies, and a formal large scale development is not required.
- e) The conceptual drawings will represent approximately 30 percent of the final construction drawings, exclude details and specifications, and will include the following.
 - a. Cover Sheet
 - b. Multi-disciplined legend and abbreviation sheets
 - c. Proposed Site Plan
 - d. Electrical Site Plan (new service from the compost maintenance facility to the compost pad)
 - e. Structural Plans for the equipment foundations and metal building canopies.
 - f. Process Mechanical Plans
- f) Prepare and opinion of probable construction cost (OPCC). The costs will include a contingency range from -30% to +50% for construction completion.
- g) Submit the conceptual drawings and OPCC to the Owner for review. Garver will conduct a workshop with the Owner to review and discuss the Conceptual Design and incorporate Owner Comments into the Final Design.
- h) Garver will provide one hard copy and electronic pdf copies of deliverables to the Owner.

3.3 Final Design

Garver will perform the following tasks for Final Design.

- a) Upon receipt of Conceptual Design comments from the Owner, Garver will conduct final designs to prepare construction plans and specifications, including final construction details and quantities, special provisions, and an OPCC with a contingency range from -10 percent to +15 percent.
- b) Garver will utilize standard Engineers Joint Contract Documents Committee (EJCDC) front end documents, and the Owner's legal counsel will provide legal review, including but not limited to terms and conditions and insurance requirements. The scope of services assumes that Buy American Act requirements will not be required.
- c) Submit the final drawings, specifications, and OPCC to the Owner for review. Garver will conduct a workshop with the Owner to review and discuss the Final Design and incorporate Owner comments into the Final Design.
- d) Garver will provide one hard copy and electronic pdf copies of deliverables to the Owner.



- e) Upon approval of the Final Design, Garver will proceed with permitting with the Arkansas Department of Energy and Environment (DEQ).
- f) The scope of services assumes no permitting with the Arkansas Department of Health and DEQ for a storm water pollution prevention plan. The contract documents will have provisions for erosion and sediment control.

Task 4 – Permitting

Section 4 of the Agreement is hereby amended to follows:

~~The scope for this task will be developed and authorized by future Amendments.~~

- a) Complete the Solid Waste Processing Facility Application Form for modification of an organic waste composting facility and required attachments. Garver will submit the draft application to the Owner for review and comment, and Garver will incorporate Owner review comments. Deliverables will be electronic pdf to the Owner and DEQ.
- b) Pay the waste recovery facility application fee for a modification (\$450) and submit the electronic pdf application to DEQ. This fee has been included in the estimated fee.
- c) Pay and coordinate the public notice and provide proof of publication to DEQ. Garver will also coordinate with the Owner and assist DEQ with public comment responses. The estimated fee has been included in the estimate fee.
- d) Participate in a public hearing and or public meeting if required by DEQ.
- e) Respond to questions or comments from DEQ or stakeholders.

Task 5 – Bidding Services

Section 5 of the Agreement is hereby amended to follows:

~~The scope for this task will be developed and authorized by future Amendments.~~

During the bidding phase of the project, Garver will:

- a) Prepare and submit advertisement for bids to the Owner for publication by the Owner. The Owner will pay advertising costs outside of this agreement.
- b) Provide electronic pdf construction contract documents to the Owner. Garver will provide construction contract documents to prospective bidders using Garver's on-line plan room.
- c) Support the contract documents by preparing addenda as appropriate. Garver will issue addenda to prospective bidders.
- d) Prepare and participate in a pre-bid meeting.
- e) Attend the bid opening.
- f) Evaluate bids and provide a recommendation of award.



- g) Prepare construction contracts for execution by the Owner and contractor. The construction contracts will include addenda, and the ENGINEER will not conform the construction documents to reflect addenda.

Task 9 – Schedule

Section 9 of the Agreement is hereby amended as follows to add the following tasks to the existing schedule:

Phase Description	Calendar Days
Task 3.1 – Survey	30 days from Notice to Proceed
Task 3.2 – Conceptual Design	60 days from receipt of Brome Equipment Drawings and Survey
Task 3.3 – Final Design	60 days from Owner review comments on the Conceptual Design
Task 4 – Permitting	Upon Owner approval of Final Design and contingent upon DEQ
Task 5 – Bidding	Upon approval from DEQ and the Owner



**Exhibit B
Compensation Schedule**

Exhibit B of the Agreement is hereby amended to replace the table with the following table.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 - Project Management and Administration	\$6,100	Hourly Rate + Expenses
Task 2 - Pilot Testing	\$18,450	
Subconsultant Pilot Testing Services	\$5,000	Direct Cost
Task 3 - Design	\$145,000	Hourly Rate + Expenses
Task 4- Permitting	\$10,000	
Task 5 - Bidding	\$10,000	
Task 6 – Construction Phase Services	Future Amendment	
TOTAL FEE	\$194,550	

Replace “The total amount paid to Garver under this Agreement is estimated to be \$29,550.” with “The total amount paid to Garver under this Agreement plus Amendment No. 1 is estimated to be \$194,550”.

Task 1, Task 2, and Subconsultant Pilot Testing Services were completed under the original Agreement, and Amendment No. 1 adds Task 3, Task 4, and Task 5. **As such, the additional cost for Amendment No. 1 is \$165,000.**



This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Bentonville, Arkansas

By: _____
Signature

Name: Stephanie Orman
Printed Name

Title: Mayor

Date: _____

Attest: _____

Garver, LLC

By: _____
Signature

Name: Jerry T. Martin
Printed Name

Title: Arkansas Water Team Leader

Date: 01/06/2022

Attest: _____
Chris Buntin, Senior Project Manager



**Agreement
For
Professional Services
City of Bentonville, Arkansas
Project No. 20W01294**



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THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made as of the Effective Date by and between the **City of Bentonville, Arkansas** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, the Owner intends to implement compost facility improvements at the Bentonville Water Resource Recovery Facility (WRRF) located at 1901 NE A Street. The improvements generally include pilot testing a bioreactor for in-vessel composting at the WRRF, and subsequent design, permitting, bidding and construction phase services by Amendment for compost facility improvements. The anticipated improvements generally include a new building structure over final product storage, new in-vessel composting units and building (including feed hopper, conveyance equipment, and maintenance platform), conversion of the wind row turner building to a sludge storage building, potential odor control, and minor site and electrical work.

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS GARVER

1. In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section.

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

- 2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes



Owner's written Notice to Proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

- 3.1. Fee.
For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.
- 3.3. Payment.
 - 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
 - 3.3.2. If any undisputed payment due Garver under this Agreement is not received within sixty (60) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
 - 3.3.3. Payments due and owing that are not received within forty-five (45) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:



- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.
- 5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.
- 5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and circumstances. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.



6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that Owner shall release Garver, Garver's subconsultants, and their Personnel from liability arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such



Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Construction Phase Services.

6.5.1. Construction Phase Services are to be addressed via Amendment to this Agreement.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party.



Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification. [Not used.]

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of



shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risk and benefits of the Project both to the Owner and Garver, the risks having allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Owner and all construction contractors and subcontractors on the Project for any and all claims losses cost damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and its subconsultants to all those named shall not exceed the proceeds of Garver's insurance amounts provided in Exhibit C of this Agreement.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1 Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1 Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties.

10.1.2 Should either Party, after exhausting alternate dispute resolution methods as provided herein, seek to resolve a Dispute by initiating litigation against the other, it is agreed that the prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses.

10.1.3 EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.

10.2 Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.



11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to three percent (3%) of the value of the unperformed Services as a direct result of the termination.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.



- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance
Exhibit D – Form of Amendment

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Bentonville, Arkansas

Garver, LLC

By: Stephanie Orman
Signature

By: R. McIntyre
Signature

Name: Stephanie Orman
Printed Name

Name: Randall G. McIntyre
Printed Name

Title: Mayor

Title: Vice President

Date: May 20, 2021 | 7:42 AM CDT

Date: May 6, 2021

Attest: Kirby Rommes

Attest: Chris Buntin
Chris Buntin, Senior Project Manager



EXHIBIT A (SCOPE OF SERVICES)

GENERAL

Generally, the Scope of Services includes professional services necessary to implement compost facility improvements at the Bentonville Water Resource Recovery Facility (WRRF) located at 1901 NE A Street. The improvements generally include pilot testing a bioreactor for in-vessel composting at the WRRF, and subsequent design, permitting, bidding and construction phase services by Amendment for compost facility improvements. The anticipated improvements generally include a new building structure over final product storage, new in-vessel composting units and building (including feed hopper, conveyance equipment, and maintenance platform), conversion of the wind row turner building to a sludge storage building, potential odor control, and minor site and electrical work.

1.0 TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION

- 1.1 Garver will prepare for and conduct a project kickoff meeting with the Owner for pilot testing and design. The kickoff meeting will include the following:
 - a) Develop a project management plan, including project objectives, project deliverables, project communication protocol, project schedule, project documentation, and work plan.
 - b) Prepare kickoff meeting minutes that document discussions and action items.
- 1.2 Garver will also perform the following throughout the project:
 - a) Coordinate with team members and subconsultants.
 - b) Conduct internal review of deliverables with the comments incorporate prior to delivery to Owner.
 - c) Provide project planning and scheduling including meeting with Owner as required to coordinate the planning and scheduling tasks of this project.
 - d) Provide Owner with monthly project status reports including progress on work tasks and schedule throughout the project.
 - e) Submit to the Owner monthly invoices.

2.0 TASK 2 – PILOT TESTING

Garver will perform the following for the pilot testing task.

- a) Inform the Solid Waste Management Division of the Arkansas Division of Environmental Quality (DEQ) of the pilot testing plan and schedule via e-mail.
- b) Observe the pilot testing performed by Xact Systems Composting NA as a subconsultant to Garver. The Scope of Services assumes a total of six site visits and four hours per site visit.
- c) The Scope of Services assumes the Owner will provide laboratory testing to confirm compliance with the DEQ composting facility permit (permit number 0297-SC-R1).
- d) The Scope of Services also assumes the Owner will provide unloading and loading of the pilot unit, power, compost mix materials, material mixing and loading assistance, and other items as needed and required by Xact Systems Composting NA.



- e) Garver will prepare a draft technical memorandum to document the pilot testing, results, and design criteria. Garver will also conduct a workshop with the Owner at the WRRF to review and discuss the draft technical memorandum. Garver will incorporate Owner's comments and submit to DEQ for review and comment. The scope of services assumes up to eight hours of coordination with DEQ.
- f) Assuming no objections from DEQ, Garver will obtain a quote from Xact Systems Composting NA and prepare a recommendation to waive competitive bidding and pre-purchase the composting units for City Council approval. The Scope of Services assumes Garver will present the recommendation and attend the City Council meeting.
- g) Garver will provide electronic (pdf's) of the deliverables to the Owner and DEQ.
- h) The Scope of Services assumes pilot testing before July 1, 2021.

3.0 TASK 3 –DESIGN

The scope for this task will be developed and authorized by future Amendments.

4.0 TASK 4 – PERMITTING

The scope for this task will be developed and authorized by future Amendments.

5.0 TASK 5 – BIDDING SERVICES

The scope for this task will be developed and authorized by future Amendments.

6.0 TASK 6 – CONSTRUCTION SERVICES

The scope for this task will be developed and authorized by future Amendments.

9.0 EXTRA WORK

The following items are not included under this agreement but will be considered as extra work or will be provided by the Owner:

- (a) Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- (b) Submittals or deliverables in addition to those listed herein.
- (c) Meetings/presentations/site visits/hours in addition to those listed herein.
- (d) Unless authorized by future amendment(s), design, permitting, bidding, and construction services.
- (e) Environmental Services (including but not limited to wetlands, stream modeling and permitting, biological surveys, threatened and endangered species, tribal, cultural resources and archaeological).
- (f) Legal, accounting, and funding services.
- (g) Laboratory and material testing services.
- (h) Design services of any kind.
- (i) Construction services of any kind.
- (j) Permitting.



Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

9.0 SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Date/Calendar Days
Task 1 - Project Management and Administration	Project Duration
Task 2 – Pilot Testing	Draft Pilot Testing Technical Memorandum within 45 days of pilot testing and laboratory data. Final Pilot Testing Technical Memorandum to DEQ within 14 days of Owner Comments. Recommendation to award letter for City Council within 14 days from DEQ concurrence.



In addition to those obligations set forth in the Agreement, Owner shall:

1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under Exhibit A.
3. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Exhibit A.
4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
5. Furnish Garver a current boundary survey with easements of record plotted for the Project property.
6. Pay all plan review and advertising costs in connection with the Project.
7. Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
8. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project, except as otherwise described in the Services under Exhibit A.
9. Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the Project specific requested information.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 - Project Management and Administration	\$6,100	Hourly Rate + Expenses
Task 2 – Pilot Testing	\$18,450	
Subconsultant Pilot Testing Services	\$5,000	Direct Cost
TOTAL FEE	\$29,550	

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$29,550. The actual total fee may not exceed this estimate without Owner authorization. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2021.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

For pilot testing services, Owner will pay Garver an amount submitted by Garver calculated as follows: The actual fee for pilot testing services negotiated with Xact Systems Composting NA, or a reasonable alternative, as a subconsultant to Garver, which is estimated to be approximately \$5,000.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment.

**(AGREED UPON RATES)**

Garver Hourly Rate Schedule: July 2020 - June 2021

Classification	Rates
Engineers / Architects	
E-1.....	\$ 114.00
E-2.....	\$ 127.00
E-3.....	\$ 160.00
E-4.....	\$ 187.00
E-5.....	\$ 231.00
E-6.....	\$ 286.00
E-7.....	\$ 361.00
Planners / Environmental Specialist	
P-1.....	\$ 138.00
P-2.....	\$ 173.00
P-3.....	\$ 215.00
P-4.....	\$ 244.00
P-5.....	\$ 282.00
Designers	
D-1.....	\$ 107.00
D-2.....	\$ 124.00
D-3.....	\$ 149.00
D-4.....	\$ 173.00
Technicians	
T-1.....	\$ 83.00
T-2.....	\$ 105.00
T-3.....	\$ 129.00



Surveyors

S-1.....	\$ 52.00
S-2.....	\$ 68.00
S-3.....	\$ 91.00
S-4.....	\$ 131.00
S-5.....	\$ 173.00
S-6.....	\$ 196.00
2-Man Crew (Survey).....	\$ 209.00
3-Man Crew (Survey).....	\$ 261.00
2-Man Crew (GPS Survey).....	\$ 229.00
3-Man Crew (GPS Survey).....	\$ 281.00

Construction Observation

C-1.....	\$ 101.00
C-2.....	\$ 130.00
C-3.....	\$ 158.00
C-4.....	\$ 195.00

Management/Administration

X-1.....	\$ 66.00
X-2.....	\$ 89.00
X-3.....	\$ 123.00
X-4.....	\$ 158.00
X-5.....	\$ 193.00



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Bentonville, Arkansas
Project No. 20W01294**

AMENDMENT NO. ____

This Amendment No. __, effective on the date last written below, shall amend the original contract between the **City of Bentonville, Arkansas** (“**Owner**”) and Garver, LLC (“**Garver**”), dated _____ (the “**Agreement**”).

This Amendment No. ____ adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [x] – [Insert section heading]

Section [x] of the Agreement is hereby amended as follows:



This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Bentonville, Arkansas

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



Agenda Item Form

Date of Utility Board Meeting	1/18/2022
Department	Water Utilities Department
Submitted by	Beau Thompson
Phone	(479) 271-3140

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance - Waiver of Bid - Staff is requesting City Council approval of an ordinance waiving the requirement of competitive bidding for a Cla-Val refill valve at the I street tank location. The estimated cost from Instrument and Supply Inc. for the Cla-Val refill valve is \$39,894.14. This is a budgeted item.					

Estimated Cost	\$39,894.14
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Waiver of Bid Request

Date of Utility Board Meeting	1/18/2022
Department	Water Utilities Department
Submitted by	Beau Thompson
Phone	(479) 271-3140

Vendor	Instrument and Supply, Inc.
Total Cost	\$ 39,894.14
Description of Purchase <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):</i>	
Instrument and Supply Inc. is the sole source of Cla-Val valves within the State of Arkansas. The refill valve at the I street water tanks failed after being manipulated frequently during the 48" water main repair. Due to the appurtenance's specific dimensions it is critical that the current Cla-val valve is replaced with one of exact dimensions to ensure proper fitment in a series of fittings.	

Justification <i>(Enter justification in space below):</i>
Instrument and Supply Inc. is the sole source of Cla-Val valves within the State of Arkansas. A limited number of independent agents serve various market segments in specific territories. Instrument and Supply Inc. is the agent for our territory. (see attached Sole Source Letter)



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH INSTRUMENT AND SUPPLY, INC. FOR THE PURCHASE OF AN REFILL VALVE FOR THE I STREET WATER TANKS, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, the refill valve at the I Street water tanks failed following a recent water main repair;

WHEREAS, this type of refill valve has specific dimensions and characteristics that make it necessary to replace said valve with the same brand and type and is a sole source item in this area;

WHEREAS, soliciting bids would not produce competitive bids as Instrument and Supply, Inc. is the sole provider of the desired valve.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of a Cla-Val refill valve for the City of Bentonville Water Department I Street Water Tanks, in the amount of thirty nine thousand, eight hundred ninety four dollars and fourteen cents (\$39,894.14) as per the Proposal attached hereto as Exhibit A.

Section 2: Because this valve is a sole source item, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

Section 4: Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



8707 Forney Road, Dallas, TX 75227

Ph: 800-533-8181 Fax: 214-381-9579

January 07, 2022

City of Bentonville
Field Operation Supervisor
3200 SW Municipal Drive
Bentonville, Ar. 72712

Subject: Instrument & Supply, Inc. as Sole Contracted Cla-Val Company Agent

Attn: Donald Schmidt

:

The purpose of this letter is to confirm that Instrument & Supply, Inc, 141 Technic Circle Hot Springs, AR 71901 is the sole contracted authorized distributor for Cla-Val Company products in all markets for the state of Arkansas.

Nationally we utilize a network of independent agents to serve the various market segments in specific territories. The authorized distributor for Cla-Val Company products in these territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the Cla-Val Company brand. Instrument & Supply, Inc. is trained in the latest methods in care and startup of Cla-Val Company equipment and has the ability to execute warranty claims. As the authorized local Cla-Val Company product outlet, Instrument & Supply, Inc. is fully equipped for local technical, commercial and service support and has full backing of Cla-Val Company.

Please do not hesitate to contact me if I can provide any additional information

Louis Antos
Sincerely yours,

Louis Antos
Regional Sales Engineer



Instrument & Supply, Inc.

P.O. Box 1679, Hot Springs, AR
71902

141 Technic Circle (71901)
Phone: 501-262-3282 Fax: 501-

QUOTATION

Date: 12/28/2021

To: Bentonville Water

Attention Mr. Donald Schmidt

Address: 3200 SW Municipal Dr

City, State, Zip Bentonville, AR 72712

Ph: 479-586-1662

Email: dschmidt@bentonvillear.com

Billing Address: 1000 SW 14th St

Bentonville, AR 72712

PH [479-271-3140](tel:479-271-3140)

ISI Reference: 1221-06-2801

Salesman: CE

Item No.	QTY	Description	Net Each	Extension
		Cla-val 133-01 Valve		
1	1	12" Cla-val 133-01BYKCP2 for Installation by Bentonville	28934.00	28934.00
		Electronic Control Valve with Backpressure and Flow Metering Controls		
		120VAC solenoids with manual operator. Energize to Open.-Installed		
		12" 150# Flanges		
		CK2 Pilot System Isolation Valve		
		CV Opening and Closing Speed Adjustment Valve		
	2	4" Pressure gauges 0-160PSIG-Installed	141.00	282.00
	1	Epoxy Coating-Interior and Exterior	1091.00	1091.00
		X46 Flow Clean Pilot Strainer		
		VC22D Controller 120VAC-For Installation by Bentonville		
		Differential Pressure Transmitter-Installed		
		Valve Position Transmitter-Installed		
	1	Upstream Pressure Transmitter for Electronic Backpressure Control	438.00	438.00
	1	Downstream Pressure Transmitter for pressure monitoring	438.00	438.00
	1	Cla-val Factory Technician for valve and controller setup	2625.00	2625.00
	1	Anti-cavitation trim from existing valve shall be re-used and installed by Cla-val. This requires a mechanic's truck and a Cla-val mechanic in addition to the Factory technician above.	2625.00	2625.00
		Weight is 1,180 lbs		
		Subtotal		36433.00
		Taxes	\$	3,461.14
		Total USD	\$	39,894.14

TERMS

Freight:

FOB JOBSITE

Lead Time

8 Weeks (approx) from receipt of Purchase Order

Invoicing:

100% at shipment - due Net 30 Days

Taxes:

Additional as applicable

Validity:

Quote valid for 30 days from quote date.

Thank you for the opportunity to quote our equipment.

If you have any questions please contact our Sales Department at 501-262-3282.

503020-47210

DS - 12" refill valve replacement for I st.



Agenda Item Form

Date of City Council Meeting	1/25/2022
Department	Utility Billing
Submitted by	Gary Wilson
Phone	479-271-3104

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Staff recommends awarding bid for three (3) 2021 Ram 1500 Tradesman, Regular Cab, 4x4 Trucks from Superior Automotive for \$72,000 (\$24,000 per unit).					

Estimated Cost	\$72,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



City of Bentonville

Memorandum

To: City Council

Via: Utility Board

From: Gary Wilson

CC: Mayor Orman

Date: December 30, 2021

The Utility Billing and Collections Department recommends awarding a bid for three (3) 2021 Ram 1500 Tradesman, Regular Cab, 4x4 Trucks from Superior Automotive for \$72,000 (\$24,000 per unit) for use by the meter staff.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	28-Dec-21	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-21-89
Solicitation Title: 3 2021 RAM 1500 TRADESMAN REGULAR CAB 4X4 OR EQUIVALENT					
BIDDERS:	SUPERIOR AUTOMOTIVE				
Responsive/Responsible Requirements (mark any not applicable with NA)					
Bid Signed	Yes				
Addendum #1 Acknowledged	Yes				
Bid Bond	NA	NA	NA	NA	NA
Proof of Insurance	NA	NA	NA	NA	NA
Proof of Arkansas Contractors License	NA	NA	NA	NA	NA
Anti-Collusion Affidavit, Notarized	NA	NA	NA	NA	NA
Vendor Disclosure	NA	NA	NA	NA	NA
Subcontractor Disclosure	NA	NA	NA	NA	NA
Bidder Qualifications	NA	NA	NA	NA	NA
Mandatory Pre-Bid Requirement					
Applies (circle): Yes No					
If Yes, check that Bidder attended.	NA	NA	NA	NA	NA
Product/Item Bids Only (mark NA for construction bids, unit price, etc.)					
Make/Model Bid	2021 RAM 1500				
Items AS SPECIFIED	Yes				
EQUIVALENT' Item Bid	No				
Total Bid Price	\$72,000 (\$24,000 per Unit)				



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT- (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: December 12, 2021

NOTICE TO BIDDERS

THREE (3) 2021 RAM 1500 TRADESMAN TRUCKS, OR EQUIVALENT Invitation For Bid (IFB)-21-89

The City of Bentonville is accepting formal sealed bids for the one time purchase and delivery of three (3) 2021 Ram 1500 Tradesman, Regular Cab, 4x4 Trucks as specified, or equivalent items.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com-211/Purchasing>) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-21-89 held at 2:00pm on Monday, December 27, 2021; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is December 21, 2021, at 4:30pm.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-89	Date of Issuance:	December 12, 2021
Description:	Three (3) New 2021 Ram 1500 Tradesman Reg Cab 4x4, As Specified, or Equivalent Item		
Requesting Department:	CITY OF BENTONVILLE Utility Billing Department		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	December 27, 2021 AT 2:00 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2 nd Floor 1000 SW 14 th Street, Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	December 21, 2021– 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this Bid proposal including specifications, conditions and pertinent information regarding the articles being Bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: SUPERIOR AUTOMOTIVE Phone Number: (479) 220-0544

Business Address (Full Street/City/State/Zip): 440 HIGHWAY 412, SILOAM SPRINGS, AR 72761

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): ☒ Yes ☐ No

Name of Contact Person: GARY DAVIDSON Email: gdsuperiorsales@gmail.com

Signature of Authorized Person:  Date: 12/16/21

Printed or Typed Name: GARY DAVIDSON Title: FLEET SALES

Arkansas Contractors License Number: NA

Sales or Use Tax ID Number: 27-0015456

Bid Bond Included: ☐ Yes ☒ No (only required if specified in this IFB Document)

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one time purchase and delivery of three (3) 2021 Ram 1500 Tradesman, Regular Cab, 4x4 Trucks as specified, or equivalent items.

2. REQUIRED RESPONSE DOCUMENTS

The following documents must be complete to provide a complete Bid response package:

- Invitation for Bid (IFB) document, all response fields complete.

3. APPENDIXES

➤ **NONE**

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

***If determined to be in the City's best interest, the City intends to present the IFB-21-89 Bid for Award at the January 11, 2022 City Council Meeting; the awarded Bidder would receive the PO on or before January 13, 2022.**

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

☐ Bid Bond Required ☒ **Bid Bond Not Required for this Solicitation**

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five percent (5%) of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.



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B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

☐ Performance and Payment Bond Required ☒ Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.



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3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to respond 'As Specified' or 'Alternate' to the applicable warranty specification for the field(s) below when marked with an "x" or when otherwise required in this document; if no warranty specification is marked, or if the 'no warranty required' specification is marked, there is no warranty required in this IFB. *If Bidders response is 'Alternate', the Bidder is required to provide additional information for the City's review.*

NA The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of NA from the date of completion.

Bidder Response: As Specified Alternate (Bidder MUST provide more information)

X The awarded Bidder shall provide all applicable manufacturer warranties to the City for the product(s) contained herein.

Bidder Response: ✓ As Specified Alternate (Bidder MUST provide more information)

 No warranty required.

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the construction of the project or the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general(prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.



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6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.



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8. INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

9. DAMAGES

Any damage occurring to City(public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.

10. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

11. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.



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12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101.

13. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and/or are approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid. No conditional bids will be accepted.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

[This space has been intentionally left blank]



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14. INVOICING

The awarded Bidder shall provide an invoice to the City for review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

☐ Invoice upon 100% completion (As approved by the City)

☐ Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

☒ Invoice upon delivery (Payment within 14 days)

☒ Invoice 14 days prior to delivery for payment upon delivery
(All product(s) or work must be approved by an authorized
City of Bentonville employee prior to payment being furnished).

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

☐ NET 30 Days from Invoice Submission ☐ NET 60 Days from Invoice Submission ☒ Other (Specify Below)

PAYMENT MAXIMUM 14 DAYS OF TIME OF INVOICE



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16. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an “x” mark in one of the fields below or when otherwise indicated in this IFB document.

☐ **Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)**

☐ In Person ☐ Zoom or Other Virtual Method

☐ **Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)**

☐ In Person ☐ Zoom or Other Virtual Method

☒ **No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)**

Pre Bid Meeting Information: There will be a ☐ **NA** ☐ **Pre-Bid Meeting (in-person) held on (day), (date), 2021 at (time) CST at (location) to allow Bidders an opportunity to view the work area and field verify any needed measurements. (address); Bidders shall meet City staff at (location).**

Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a face mask at all times while at the Pre-Bid Meeting and observe social distancing protocols when possible during the meeting. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

17. TERM

The Section with an “x” mark below shall apply to this Invitation for Bid.

☐ **Contract Term (for services, construction projects etc.)**

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be year(s) renewable annually upon mutual written agreement for a maximum term of years.

☒ **Single Purchase (for an item(s) ordered at one time)**

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of one (1) New 2021 Ram 1500 Tradesman Reg Cab 4x4. The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

- A. Delivery shall be made in accordance with the City’s delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

☐ **Multiple Purchase/Pricing Agreement (for items ordered at various times)**

The awarded Bidder will receive Purchase Orders from the City of Bentonville for the purchase and delivery of the quantities specified in the Purchase Order.

- A. Deliveries must be made to the specified City of Bentonville location within from receipt of the City’s Purchase Order unless otherwise indicated herein and accepted by the City.



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18. SUBCONTRACTORS

If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of \$50,000.00 must have a current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
2. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**



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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall deliver three (3) New 2021 Ram 1500 Tradesman, Regular Cab, 4x4 as specified, or equivalent item approved by the City, to the City's facility located within the city limits of Bentonville, Arkansas.

The delivered unit shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable, shall be complete with all owner/user manuals and tools that are standard to be delivered with the unit.

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): January 11

Delivery/Work-Site Address: 1000 SW 14TH STREET BENTONVILLE, AR 72712

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

Construction/Project Specified Date(s): Work Beginning and Completion

City's Specification:

Work Beginning: The City request that work begin on within _____ day(s) from Notice of Award.

Substantial Completion: The City requests that substantial completion be reached within ____ day(s) from the date work begins.

100% Completion: The City requests that the project be 100% complete within ____ day(s) from the date work begins.

Bidder Response: ☒ AS SPECIFIED ☐ ALTERNATE DATES REQUESTED (REQUIRES COMPLETION OF FIELDS BELOW)

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

Work Beginning: Work will begin within _____ days from the Notice of Award.

Substantial Completion: Substantial completion will be reached within _____ day(s) from work beginning.

100% Completion: 100% completion will be reached within _____ day(s) from work beginning.



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 Reoccurring Service Specified Date(s)

City's Specification:

Work shall begin on or before _____, 2021 or within _____ day(s) from Notice of Award and shall be performed as specified thereafter as directed by the City.

Bidder Response: AS SPECIFIED ALTERNATE DATES REQUESTED (REQUIRES COMPLETION OF FIELDS BELOW)

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

Work shall begin on or before _____, 2021 or within _____ day(s) from Notice of Award and shall be performed as specified thereafter as directed by the City.

 Reoccurring Order Item(s) Delivery Specified Date(s)

City's Specification:

First Order: Delivery on or before _____, 2021 or within _____ day(s) from Notice of Award.

Subsequent Orders: Delivery within _____ week(s) from receipt of the City's Purchase Order.

Bidder Response: AS SPECIFIED ALTERNATE DATES REQUESTED (REQUIRES COMPLETION OF FIELDS BELOW)

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

First Order: Delivery on or before _____, 2021 or within _____ day(s) from Notice of Award.

Subsequent Orders: Delivery within _____ week(s) from receipt of the City's Purchase Order.

 X **One-Time Order Item(s) Delivery Specified Date(s)**

City's Specification:

One-Time Order: All item(s) shall be delivered on or before January 27, 2021 or within 30 day(s) from Notice of Award (or other formal notification from the City of award).

Bidder Response: ☒ AS SPECIFIED ALTERNATE DATES REQUESTED (REQUIRES COMPLETION OF FIELDS BELOW)

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

One-Time Order: All item(s) shall be delivered on or before _____, 2021 or within 3 day(s) from Notice of Award.



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SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute) to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	✓	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	✓	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	✓	
2. PRODUCT SPECIFIC SPECIFICATIONS			
4	Three (3) New 2021 1500 Classic Tradesman Reg Cab 4x4	✓	
5	Automatic Transmission (8-Speed Auto)	✓	
6	Exterior Color: Solid (One Color), White Trim (where applicable): Black	✓	
7	Interior: Black Cloth Seats	✓	
8	Vinyl/Rubber Floor Covering	✓	
9	Manual Windows and Door Locks	✓	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

3. PRE-BID MEETING ATTENDANCE (REQUIRED RESPONSE ONLY WHEN APPLICABLE)

Indicate below if Bidder attended the Pre-Bid Meeting for this Invitation for Bid.

 NA Yes, attended the Pre-Bid Meeting NA No, did not attend the Pre-Bid Meeting

4. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: _____



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SECTION 5: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description		Bidder's Initials											
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.		<u>GD</u>											
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <table border="0"><thead><tr><th><u>ADDENDUM NUMBER</u></th><th><u>DATE OF ISSUANCE</u></th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	<u>GD</u>
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>												
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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 -- purchasing@bentonvillear.com

SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, including but not limited to: tax, all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

VEHICLE PURCHASES: THE CITY DOES NOT PAY SALES TAX FOR PASSENGER VEHICLE PURCHASES

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

☒ **Total Bid Price:** The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

☐ **Per Line Item:** The award will be based on the lowest and most responsible Unit Price per Line Item with all factors considered.

☐ **Based on Final Quantities:** The award will be based on the lowest and most responsible total estimated cost using the unit prices multiplied by the City's final estimated quantities. The calculations used to determine the lowest and most responsible total estimated cost will be available upon issuance of the Bid Tabulation.

Deductive Alternates apply when indicated by an "x" in the fields below

☐ **Deductive Alternates Included** ☐ **Deductive Alternates not Included in this IFB**

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of ninety (90) days after the opening of Bids without the consent of the City; 90 days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	3	New 2021 Ram 1500 Tradesman, Regular Cab, 4x4, as specified, or equivalent Item Bidder: Mark here if as specified ☒ Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed	\$ <u>24,000⁰⁰</u>	\$ <u>72,000⁰⁰</u>
SALES TAX (If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)		\$ <u>NA</u>		
TOTAL BID PRICE (Stated in figures)		\$ <u>72,000⁰⁰/₁₀₀</u>		

BIDDER DECLARATION

The Undersigned hereby declares that he has carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted his sources of supply, has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to pleas of any misunderstanding regarding the same.

Company Name: SUPERIOR AUTOMOTIVE By (Authorized Person's Signature): [Signature]

Printed Name and Title: GARY DAVIDSON FLEET SALES

Date: 12/16/2021

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

CITY OF BENTONVILLE

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box

Pricing is for a 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box equipped to reflect a sale price of \$24,000.00.

THESE UNITS ARE IN-STOCK. Ordered units typically take 90-120 days to arrive. Production schedules have been delayed due to the COVID-19 crisis and the recent shutdown of manufacturing may impact arrival time.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$33,050.00
Dest Charge	\$1,695.00
Total Options	\$3,370.00
Subtotal	\$38,115.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$15,912.00)
Subtotal Discount	(\$15,912.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$22,203.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$22,203.00

Comments:

Pricing is for a 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box equipped to reflect a sale price of \$24,000.00.

THESE UNITS ARE IN-STOCK. Ordered units typically take 90-120 days to arrive. Production schedules have been delayed due to the COVID-19 crisis and the recent shutdown of manufacturing may impact arrival time.


Dealer Signature / Date

Customer Signature / Date

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Data Version: 15365. Data Updated: Dec 16, 2021 12:26:00 AM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.21 Rear Axle Ratio (STD)
GVWR: 6,600 lbs
50 State Emissions
Transmission w/Driver Selectable Mode and Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
Engine Oil Cooler
730CCA Maintenance-Free Battery
160 Amp Alternator
Class III Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
1710# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
Single Stainless Steel Exhaust
32 Gal. Fuel Tank
Auto Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" x 7" Steel (STD)
Tires: P265/70R17 BSW AS (STD)
Regular Box Style
Center Hub

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Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

Exterior

Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Active Grille Shutters
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Tip Start

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Voice Activation, Radio Data System and External Memory Control
Radio: Uconnect 3 w/5" Display
6 Speakers
Streaming Audio
Fixed Antenna
1 LCD Monitor In The Front

Interior

4-Way Driver Seat
4-Way Passenger Seat

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Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (✔ Complete)

Interior

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Compass

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Heavy Duty Vinyl 40/20/40 Split Bench Seat

Day-Night Rearview Mirror

Mini Overhead Console and 1 12V DC Power Outlet

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Rotary Shifter-Black

Electronic Shift

Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins

Delayed Accessory Power

Manual 1st Row Windows

Systems Monitor

Outside Temp Gauge

Analog Appearance

Manual Adjustable Front Head Restraints

Seats w/Vinyl Back Material

Manual Adjust Seats

40/20/40 Split Bench Seat

Front Armrest w/3 Cupholders

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Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

Interior

Sentry Key Engine Immobilizer

1 12V DC Power Outlet

Safety-Mechanical

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

ParkView Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box

MSRP:\$33,050.00

Interior:Diesel Gray/Black, Cloth 40/20/40 Bench Seat

Exterior 1:Bright White Clearcoat

Exterior 2:No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70) (DFK)

OPTIONS

CODE	MODEL	MSRP
DS6L62	[Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box	\$33,050.00
OPTIONS		
26B	Quick Order Package 26B Tradesman	\$0.00
AJY	Popular Equipment Group	\$825.00
CK9	Delete Carpet	\$0.00
DFK	Transmission: 8-Speed Automatic (8HP70) (DFK)	\$500.00
DMC	3.21 Rear Axle Ratio	\$0.00
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$1,700.00
PW7	Bright White Clearcoat	\$0.00
RSD	SiriusXM Satellite Radio Inc.	
TTM	Tires: P265/70R17 BSW AS	\$0.00
V9X8	Diesel Gray/Black, Cloth 40/20/40 Bench Seat	\$0.00
WFP	Wheels: 17" x 7" Steel	\$0.00
XFH	Class IV Receiver Hitch	\$345.00
SUBTOTAL		\$36,420.00
Adjustments Total		\$0.00
Destination Charge		\$1,695.00
TOTAL PRICE		\$38,115.00

FUEL ECONOMY

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box ( Complete)

Est City:15 MPG

Est Highway:21 MPG

Est Highway Cruising Range:672.00 mi

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CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-21-89	Solicitation Title:	Three (3) 2021 RAM 1500 Tradesman Trucks, Or Equivalent
Addendum Number:	1	Date of Issuance:	December 16, 2021

TO: Prospective Bidders

This Addendum modifies the Bid Opening date contained in the original Advertisement and Bidding Document(s) dated December 12, 2021.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

This Addendum Number 1 consists of 1 page(s).

Bid Opening Date and Time:

1.0 The City inadvertently set the Bid Opening date for a date that City offices were closed (December 27).

1.1 The original Bid Opening date and time was Monday, December 27, 2021 at 2:00PM.

1.2 The Amended Bid Opening Date is Tuesday, December 28, 2021 at 2:00PM.

1.3 No other requirement or deadline has been changed as a result of this Addendum.

End of Addendum Number 1



Agenda Item Form

Date of City Council Meeting	1/25/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance and waiver of bid to purchase 15 kV breakers from Siemens Industry, Inc. for the expansion of Substation "I" for \$112,353 plus tax (estimated to be \$10,673.54). This is a sole source items and matches existing breakers used in all of Bentonville's substations.					

Estimated Cost	\$123,026.54
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Budget adjustment from reserves.	



MEMORANDUM

DATE: January 25, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: 15 kV Breakers for "I" Sub

Electric Dept. staff recommends waiving the requirements for competitive bidding and purchasing (6) 15 kV substation breakers (and 1 set of replacement parts) from Siemens Industry, Inc. for \$112,353 plus tax (estimated to be \$10,673.54) to be used in the expansion of Substation "I".

With the growth in the SW portion of town, Substation "I" needs to be expanded (2nd transformer added). With the WMT Campus construction, BEUD will re-use an existing transformer in the expansion, but the breakers still need to be purchased. These breakers are the same 15 kV breakers we have used in all recent substation construction and are a sole source item. They will be purchased using money from the Electric Dept. reserves.



Waiver of Bid Request

Date of Utility Board Meeting	1/18/2022
Department	Electric Utility Department
Submitted by	Travis Matlock, PE
Phone	(479) 271-5941

Vendor	Siemens Industry, Inc.
Total Cost	\$ 123,026.54

Description of Purchase <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):</i>
Electric Dept. staff recommends waiving the requirements for competitive bidding and purchasing (6) 15 kV substation breakers (and 1 set of replacement parts) from Siemens Industry, Inc. for \$112,353 plus tax (estimated to be \$10,673.54) to be used in the expansion of Substation "I". These breakers match the breakers in all other Bentonville Substations.

Justification <i>(Enter justification in space below):</i>
Bidding is not feasible due to purchasing the breakers directly from the manufacturer in order to match the others in Bentonville's system.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SIEMENS ENERGY, INC. FOR THE PURCHASE OF 15 KV SUBSTATION BREAKERS FOR THE CITY OF BENTONVILLE ELECTRIC DEPARTMENT, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, there is a need to purchase 15kV substation breakers to expand service and accommodate for construction and development in the City of Bentonville;

WHEREAS, this type of breaker is necessary to match existing breakers used in Electric Department substations and is a sole source item in this area;

WHEREAS, soliciting bids would not produce competitive bids as Siemens Energy Inc. is the sole provider of the desired breakers.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of 15 kV Substation breakers for the City of Bentonville Electric Department from Siemens Energy, Inc. as per the Proposal attached hereto as Exhibit A.

Section 2: Because these breakers are a sole source item, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

Section 4: Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Siemens Industry, Inc.
7000 Siemens Road, Wendell, NC 27591 United States of America

AMPIRICAL SOLUTIONS LLC

Name	Vaishnavi Kumar
Department	RC-US SI DS OFF AE3 Applications Engineer
Telephone	(919) 607-4623
E-mail	Vaishnavi.kumar@siemens.com
Date	November 30, 2021

Project Name: Ampirical- Bentonville MV Breakers (CPG)
Siemens Reference: SF21436935

Thank you for the opportunity afforded to Siemens Industry, Inc. to quote on this project.

Please find the attached Siemens technical and commercial proposal, which will remain in effect for 30 days from date of issue.

Should you have any questions or require additional clarification, please do not hesitate to contact the undersigned.

With kind regards,

Vaishnavi Kumar

Rev #	Date	Description
0	11/30/2021	Initial Firm Offer

Restricted information

This proposal, including all of its attachments, exhibits, appendices, etc. ("Proposal"), is provided "as-is" for your evaluation of Siemens Industry, Inc. ("Siemens") as the provider of work discussed therein and contains information that is Restricted to and solely owned by Siemens. Your acceptance, viewing or storage of this Proposal is an acknowledgment of a Restricted relationship between you and Siemens. We require that this Proposal be returned or destroyed when no longer required for the purpose identified herein. This Proposal and any information obtained from this Proposal may not be re-produced, transmitted, disclosed or otherwise used, in whole or in part, without the prior written authorization of Siemens. THE ABOVE TERMS SUPERSEDE ANY CLICK-WRAP OR OTHER TERMS NOT EXPRESSLY SET FORTH IN A SIGNED AGREEMENT BETWEEN THE PARTIES COVERING THE PROPOSAL. ALL SUCH CLICK-WRAP OR OTHER TERMS ARE EXPRESSLY REJECTED BY SIEMENS.

SF21436935 0063V00000A7GEPQA3



Scope of Supply

Item	Product Name	Quantity	Unit price	Total price
1	SDV7-SE 15kV-25kA-1200A	5.00	\$18,042.00	\$90,210.00
2	SDV7-SE 15kV-25kA-2000A	1.00	\$20,838.00	\$20,838.00
			Offer Amount:	\$111,048.00

See "System Specifications and General Bill of Material" section in this proposal for greater detail.

Optional Features and Spare Parts:

Item	Description	Price
3	Arc Resistant Enclosure Tested to ANSI/IEEE C37.20.7 for accessibility type 2B for 15kV Breakers	(Per Breaker) \$700.00
4	Optional Recommended Spares	See Below

Item	Recommended Spare Parts for Spring Breakers	Unit Price
4a	Trip Coil, Primary, 125 VDC, 5 cycle	\$200.00
4b	Close Coil, Primary, 125 VDC	\$200.00
4c	Anti-Pump Auxiliary Relay, 125 VDC	\$125.00
4d	Spring Charging Motor, 125 VDC	\$400.00
4e	Primary Bushing 15kV, 1200A (Each)	\$675.00
4f	Primary Bushing, 15kV, 2000A (Each)	\$750.00
4g	One complete set of Door Gaskets (12 nos.)	\$70.00
4h	One complete set of Bushing Gaskets (6 nos.)	\$280.00
4i	ANSI 61 Spray Touch-up Paint	\$30.00

Note: Spare parts pricing above valid only if parts are purchased with circuit breakers. Customer may select any or all of these based on their requirements.

Restricted information

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Progress Milestone Payments (Equipment).

The following progress payments will apply to this project. Partial shipments will be invoiced at their corresponding value. Any billing plan different to the one below must be mutually negotiated, prior to purchase order issuance.

Upon shipment or when placed into storage in the event shipping is delayed by Buyer	100.00 %
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Cancellation schedule

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or applicable portions thereof, will apply:

After receipt of order, or before approval drawings are completed	15.00%
After approval drawing completion, but before release to manufacturing	30.00%
Before start of fabrication, but after major component purchase	60.00%
After start of fabrication, but before start of assembly	80.00%
After assembly has started	100.00%

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Product Description:

SDV7 non-arc-resistant and SDV7-AR arc-resistant medium-voltage, outdoor distribution circuit breakers:

Ratings Offered:

- 15.5 kV, 20 kA to 40 kA, 1,200 A to 3,000 A, 110 kV BIL
- 27.6 kV, 20 kA to 25 kA, 1,200 A to 2,000 A, 150 kV BIL
- 38.0 kV, 20 kA to 40 kA, 1,200 A to 2,500 A, 200 kV BIL

Operating Mechanisms Offered:

- Spring Actuated
- Magnetic Actuated

Enclosure Offered:

- Standard: non-arc-resistant, type SDV7
- Optional: arc-resistant, accessibility type 2B to ANSI/IEEE C37.20.7, type SDV7-AR

Features include:

- Extended capacitor switching (optional)
- Tested for out-of-phase switching ratings (ANSI/IEEE C37.09)
- Large relay and control compartment
- Stainless steel exterior hardware
- Porcelain dry-type bushings with extended creep
- Highly reliable vacuum interrupters - MTTF over 53,000 years
- Pair with Siemens protective relays to match any typical application
- Moderate and high seismic qualification (Zones 1-4) available
- Meets or exceeds the latest ANSI, IEEE and NEMA standards
- ANSI/IEEE "rain tested" enclosure (ANSI/IEEE C37.20.2-1999)

Product Information:

<http://w3.usa.siemens.com/powerdistribution/us/en/product-portfolio/SDV7-Distribution-Circuit-Breaker/Pages/SDV7.aspx>



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System Specifications and General Bill of Material – ITEM 1

ITEM1: SDV7-SE 15kV-25kA-1200A	
Customer Name	Ampirical Solutions Llc
Project Name	Ampirical- Bentonville MV Breakers (CPG)
Siemens Proposal ID#	SF21436935
Customer Item Designation	SDV7-SE 15kV-25kA-1200A
System	
Design Type	SDV-7 Non Arc Vented
Rated Voltage	15.5kV
Rated Current	1200 A (ANSI)
Frequency	60Hz
Breaker Rating Basis	25kA
Rated Closing and Latching Current	65 peak kA
Full Wave Impulse Withstand (kV)	110
Enclosure	
Cabinet material	Carbon Steel
Roof material	Carbon Steel
Internal Ground bar	One Ground bar required
Exterior Paint	ANSI 61
Connections	
Stud Connector	1.25" Tin-Plated Bronze to 4 Hole Pad
Ground Connector	Bronze 2 hole to Cable #6-800 MCM
Control Terminal Blocks	Bussmann-Cooper
Shorting Terminal blocks	General Electric
Wiring Lug	Insulated Ring Tongue / Panduit
Heaters	
Heater Application	Heater ½ Voltage, 600 W
Controls	
Release Combinations	1. Spring Trip Coil -----
Control voltage - spring motor	DC 125 V
Control voltage - closing coil	DC 125 V
Control voltage - trip coil	DC 125 V (5 cycle)
Auxiliary Switch, Plug Connector	12NO_12NC
Control Disconnect	Disconnect MCCB

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Specials	
Selection of Outlet and Light	Convenience Outlet / Light and Switch Required
Convenience Outlet with Light Switch	GFCI RCPT 20A LT SW MCCB
Loss of Control Voltage Motor	Required
Loss of Control Voltage Close coil	Required
Loss of Control Voltage Trip Coil	Required
Loss of Control Voltage Heater	Required
SDV7 Breaker Certified Test Report	Required
Hand Crank for Manual Charging of the spring	Required
Emergency Trip	Pull to Trip

Accessories	
Qty	Description
6	Stud Connector, 1.25" Tin-Plated Bronze to 4 Hole Pad
2	Ground Connector, 1-500Kcmil
1	Shorter handcrank for charging VCB

Circuit Breaker				Total Quantity	1
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating	Qty
SDV7-SE	1200A	25kA	1x Spring Trip Coil	65 peak kA	1

Current Transformer		Total Quantity	12
Type		Ratio	Qty
C400 Accuracy, Multi-Ratio Bushing CTs at 1-2-3-4-5-6 X & Y		1200:5A	12

Bill of Material			
Qty	Part Number	Catalog	Description
1	15172212215	KRPA-11AG-120	AUX.RLY,S.R,120VAC,D
3	77620000069	5SJ4218-7HG41	MCB,2P,15A, 240VAC /125VDC
1	77704000243	5SJ4120-7HG41	MINIATURE CIRCUIT BREAKER,1P,20A
3	77905627112	KRPA-11-DG-125	CTRL.RELAY,125VDC,DP
4	77905627286	27E891	SOCKET,KRPA RELAY,120VAC,DPDT

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System Specifications and General Bill of Material – ITEM 2

ITEM1: SDV7-SE 15kV-25kA-2000A	
Customer Name	Ampirical Solutions Llc
Project Name	Ampirical- Bentonville MV Breakers (CPG)
Siemens Proposal ID#	SF21436935
Customer Item Designation	SDV7-SE 15kV-25kA-2000A
System	
Design Type	SDV-7 Non Arc Vented
Rated Voltage	15.5kV
Rated Current	2000 A (ANSI)
Frequency	60Hz
Breaker Rating Basis	25kA
Rated Closing and Latching Current	65 peak kA
Full Wave Impulse Withstand (kV)	110
Enclosure	
Cabinet material	Carbon Steel
Roof material	Stainless Steel
Internal Ground bar	One Ground bar required
Exterior Paint	ANSI 61
Connections	
Stud Connector	1.75" Tin-Plated Bronze to 4 Hole Pad
Ground Connector	Bronze 2 hole to Cable #6-800 MCM
Control Terminal Blocks	Bussmann-Cooper
Shorting Terminal blocks	General Electric
Wiring Lug	Insulated Ring Tongue / Panduit
Heaters	
Heater Application	Heater ½ Voltage, 600 W
Controls	
Release Combinations	1. Spring Trip Coil -----
Control voltage - spring motor	DC 125 V
Control voltage - closing coil	DC 125 V
Control voltage - trip coil	DC 125 V (5 cycle)
Auxiliary Switch, Plug Connector	12NO_12NC
Control Disconnect	Disconnect MCCB

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Specials	
Selection of Outlet and Light	Convenience Outlet / Light and Switch Required
Convenience Outlet with Light Switch	GFCI RCPT 20A LT SW MCCB
Loss of Control Voltage Motor	Required
Loss of Control Voltage Close coil	Required
Loss of Control Voltage Trip Coil	Required
Loss of Control Voltage Heater	Required
SDV7 Breaker Certified Test Report	Required
Hand Crank for Manual Charging of the spring	Required
Emergency Trip	Pull to Trip

Accessories	
Qty	Description
6	Stud Connector, 1.75" Tin-Plated Bronze to 4 Hole Pad
2	Ground Connector, 1-500Kcmil
1	Shorter handcrank for charging VCB

Circuit Breaker				Total Quantity	1
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating	Qty
SDV7-SE	2000A	25kA	1x Spring Trip Coil	65 peak kA	1

Current Transformer		Total Quantity	12
Type		Ratio	Qty
C400 Accuracy, Multi-Ratio Bushing CTs at 1-2-3-4-5-6 X & Y		2000:5A	12

Bill of Material			
Qty	Part Number	Catalog	Description
1	15172212215	KRPA-11AG-120	AUX.RLY,S.R,120VAC,D
3	77620000069	5SJ4218-7HG41	MCB,2P,15A, 240VAC /125VDC
1	77704000243	5SJ4120-7HG41	MINIATURE CIRCUIT BREAKER,1P,20A
3	77905627112	KRPA-11-DG-125	CTRL.RELAY,125VDC,DP
4	77905627286	27E891	SOCKET,KRPA RELAY,120VAC,DPDT

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Commercial considerations

Terms and conditions

Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services will apply. Siemens hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Siemens is willing to negotiate mutually agreeable terms and conditions as part of the contract negotiation process, however acceptance of additional or different terms must be specifically agreed to in writing by Siemens

Quotation validity

This proposal will remain in effect for 30 days, unless changed in the interim upon written notice from Siemens. Documents and related correspondence shall be sent to the local Siemens office or an authorized Siemens distributor. The proposal is based upon Siemens interpretation of the plans and specifications and is subject for correction for errors. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter, and shall not be modified except in writing signed by both parties.

Conditions of sale

Price policy	Prices are firm for quoted shipment. In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., prices shall be increased ½ % of total purchase order price for each full month or fraction thereof that shipment is delayed beyond the specified shipping date. In case of customer delays, price escalation on material/services supplied by our sub-suppliers will have to be reconfirmed separately.
Payment terms	Progress payment per schedule in this offer, which is subject to credit approval. All payments are due NET 30 days from date of each invoice.
INCO & Delivery:	2010 - DAP. Freight prepaid and allowed to contiguous USA. Additional freight charges will apply for destinations outside the contiguous USA.
Other terms	Unless stated in writing by Siemens, Siemens' prices exclude charges for unloading, storage, insurance, taxes, tariffs charged on the importation of goods into the United States, excises, fees, duties, or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens.
Back charges:	Siemens will only accept reasonable back charges if notified in writing within five days of customer identifying a repair is needed and afforded an opportunity to cure within a commercially reasonable time.

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Purchase Order:	In the event a purchase order is generated based on the scope of supply described in this proposal, the purchase order must have the following information included to process the order and eliminate delays during the order entry process. For NEW customers to Siemens please provide a tax certificate and W-9 form prior to or upon submission of a purchase order. 1. The customer's Purchase Order must be made payable to: Siemens Industry, Inc. 7000 Siemens Road Wendell, NC 27591 2. The correct proposal/revision number should be referenced on the purchase order. 3. PO must refer to the Siemens Industry, Inc. Standard Terms and Conditions of Sale for Products and Services or any pre-negotiated terms with Siemens Industry, Inc., as the case may be, to be the applicable terms for the order. 4. The purchase order net price must match the proposal price as outlined in the proposal summary.
Storage	In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., and the equipment needs to be kept in storage, a storage fee in the amount of 1.5% of the equipment value shall be charged per month on the first day of each month. In the event that shipment is delayed for reasons beyond our control, payment shall be effected against shipping agent's confirmation that the material is ready for shipment or storage.
Warranty	The warranty period will be 18 months from the date of shipment (bill of lading) or 12 months from date of commissioning, whichever event may occur first. For details related to the specific guidelines of Siemens Warranty please refer to Standard Terms and Conditions of Sale for Products and Services www.usa.siemens.com/myterms

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Export Control	Buyer agrees to comply with all applicable export laws and regulations relating to the resale, exportation, transfer, assignment, disposal or use of the goods, including any Purchaser acknowledges that [SOC/Seller/Contractor/Consortium] is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, usage of the [Work/Equipment/Services] provided under the Contract, including any export license requirements. Purchaser agrees that such [Work/Equipment/Services] shall not indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations of the continuing performance by [SOC/Seller/Contractor/Consortium] of its obligations hereunder that compliance with such export laws and regulations be maintained at all times PURCHASER AGREES TO INDEMNIFY AND HOLD [SOC/SELLER/CONTRACTOR/CONSORTIUM] HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
Conflict Minerals	Siemens will make commercially reasonable efforts to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act's provisions requirements concerning conflict minerals. Conflict minerals as defined herein mean tin, tantalum, tungsten and gold ("Materials"). Specifically, Siemens will exercise reasonable efforts to identify, through Siemens AG's global supply system, the source and chain of custody of the Materials used in the Products to the extent of the information available to Siemens; and will, upon reasonable advance written request, provide Buyer with a complete and accurate conflict mineral report detailing the source and chain of custody of Materials (in a format that is as comprehensive as called for by the Industry Electronic Citizenship Coalition ("EICC") and the Global e-Sustainability Initiative ("GeSI") reporting template.

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Schedule

The table(s) below provides typical project lead times for projects requiring approval drawings (Approval)

- The project cycle starts after receipt of a technically and commercially clear purchase order.
- **The quoted lead times are based on current engineering and factory production capacity. Actual lead times are dependent on available production capacity at time of order entry and return of approved drawings.**

Description	Submission of approval drawing package ¹	Customer review	Equipment ready for shipment (after release to manufacture)	Factory Acceptance Testing (FAT), if applicable (additional charges may apply)	Total cycle time to shipment from factory
SDV7-SE 15	5	2	18	XX	25 (weeks)

****Above lead time is our 'Ready to Ship' date. Additional 2 weeks' time estimated for delivery.**

¹Submission of approval drawing package consists of:

- General arrangement and floor plan with primary one-line diagram
- General information
- Three-line diagram
- Schematic
- Panel arrangement
- Accessories list
- Nameplate engraving
- Electrical bill of materials

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Comments and clarifications

The quoted price is based on the following documents, which are received with the request for quote:

Commercial Documents

1. No document submitted.

Technical Documents

Specification:

- a. Identical to SO 3008954339, with GFCI receptacle & light and MCCB added.

Commercial Comments

1. The **Customer Visual Inspection (CVI)** is an opportunity for the Customer Representative to visit our manufacturing facility for the purpose of visually inspecting their equipment. This includes a general survey of such things as the number of sections, general configuration, components used, shipping plans/splits, etc. Inspection does not include any type of powering up of the gear or any functionality test. An inspection does not include the support of the testing personnel on the floor. The factory will not charge the customer for a CVI visit. Food, travel, lodging, permits and miscellaneous expenses are to be borne by the customer.
2. The **Factory Acceptance Test (FAT)** is an opportunity for the Customer Representative to witness the testing of their equipment. A FAT will include a review of the engineered drawings prior to the floor visit to ensure understanding of functionality/sequence of operations, etc. The floor testing will consist of a functionality test of the overall gear as well as any testing required by applicable (ANSI/IEEE or NEMA/UL) codes or standards. Siemens encourages all customers to visit and tour our facility. If a FAT is required, a price adder of \$2,500.00 for the first day and \$1,000.00 per day until the FAT is complete applies for individuals or a group. FAT prices shown are only valid when conducted at the respective manufacturing facilities for the equipment. Food, travel, lodging, permits and miscellaneous expenses are not included in the above and are to be borne by the customer. If circumstances surrounding COVID-19 prevent an in-person FAT at a Siemens factory, we will offer a remote video FAT as an alternate. For more information regarding Siemens FAT offerings: <http://usa.siemens.com/fat>
3. Field service, start-up, testing, commissioning, training and analysis/studies are to be supplied by others unless explicitly outlined in the scope of supply.
4. Relay settings, relay programming, system studies, coordination, interfacing and installation are to be supplied by others unless explicitly outlined in the scope of supply. Should this scope be required please refer to the "System Engineering Service" rate sheet at the end of the proposal.
5. Certificates for items such as seismic ratings are available for the standard product design. Project-specific certificates are not included in this proposal unless explicitly listed in the scope of supply.
6. This proposal is based on our best interpretation of the single line drawing and specification, and Siemens reserves the rights to revise the quotation if our interpretation differs from actual requirements.

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7. Additional technical comments and clarifications may be generated during the detailed engineering phase of the project.
8. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter, and shall not be modified except in writing signed by both parties
9. Siemens' obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos (or any sanctions).
10. Goods quoted in this proposal are manufactured in Mexico, a NAFTA country. Any applicable Buy American provisions must be reviewed by Siemens to determine compliance. Customer must notify Siemens of any applicable Buy American requirements and provide Siemens with a complete and accurate copy of the applicable Buy American provisions. Siemens reserves the right to reject any order where compliance with Buy American requirements is not possible or cannot be determined.
11. Siemens takes exception to external Codes of Conduct, Quality, Drug and Safety programs and policies. This offer is based on Siemens Code of Conduct, Quality, Drug and Safety programs and policies.
12. Insurance endorsements, bonds and all other forms of surety, if required, shall be provided in accordance with Siemens guidelines using Siemens standard forms and rates.
13. Hard copies of the Siemens standard Installation, Operation and Maintenance manuals will be included in the accessories of the shipment. An electronic copy of the standard manual can be provided, upon request, by the Project Manager or Contract Administrator assigned to the project. Requirement for Special Operation and Maintenance Manuals will require a separate line item on the purchase order. Additional fees & time will apply to provide such special manuals, unless explicitly stated as included in our proposal.
14. To the extent a contract arising from this proposal is intended to be a "covered contract" (as such term is defined in the Safer Federal Workforce Task Force COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors dated September 24, 2021), the purchase order governing performance of this work must separately and specifically include the FAR clause which imposes the requirements of Executive Order 14042, so that Siemens may appropriately align its resources for compliant performance.
15. It has now become clear that COVID-19 may, in unpredictable ways, affect business activities that are essential to the performance of the Siemens' scope of work. Siemens is closely monitoring the development of COVID-19 and its associated impacts, and will endeavor to (as promptly as they are known) inform AMPIRICAL SOLUTIONS LLC of the impacts that COVID-19 has or may have on Siemens' manufacturing, supply chain, operations, logistics, and personnel relating to Siemens' scope of work, if any. As the full impacts from COVID-19 are currently unknown and are unknowable at this time, Siemens will provide AMPIRICAL SOLUTIONS LLC with written notice of any schedule impacts resulting from COVID-19. Siemens shall be entitled to schedule relief to the extent necessary to overcome any unknown impacts from COVID-19. If you have any questions or concerns respecting this Order Acknowledgment or the COVID-19 points discussed herein, please contact the Siemens Project Manager responsible for this work to resolve such concerns as soon as possible.

Restricted information

This proposal, including all of its attachments, exhibits, appendices, etc. ("Proposal"), is provided "as-is" for your evaluation of Siemens Industry, Inc. ("Siemens") as the provider of work discussed therein and contains information that is Restricted to and solely owned by Siemens. Your acceptance, viewing or storage of this Proposal is an acknowledgment of a Restricted relationship between you and Siemens. We require that this Proposal be returned or destroyed when no longer required for the purpose identified herein. This Proposal and any information obtained from this Proposal may not be re-produced, transmitted, disclosed or otherwise used, in whole or in part, without the prior written authorization of Siemens. THE ABOVE TERMS SUPERSEDE ANY CLICK-WRAP OR OTHER TERMS NOT EXPRESSLY SET FORTH IN A SIGNED AGREEMENT BETWEEN THE PARTIES COVERING THE PROPOSAL. ALL SUCH CLICK-WRAP OR OTHER TERMS ARE EXPRESSLY REJECTED BY SIEMENS.



CLARIFICATIONS/DEVIATIONS/EXCEPTIONS:

Item	Ref Doc	Section	C/D/E	Description
1	-	-	C	The proposed breakers are identical to SO 3008954339, with GFCI receptacle & light and MCCB added.

Siemens Industry, Inc.
Standard Terms and Conditions of Sale for Products and Services
January 1, 2015 (Rev. 1)

This proposal is quoted using Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services. The terms and conditions can be reviewed in their entirety by following the link below:

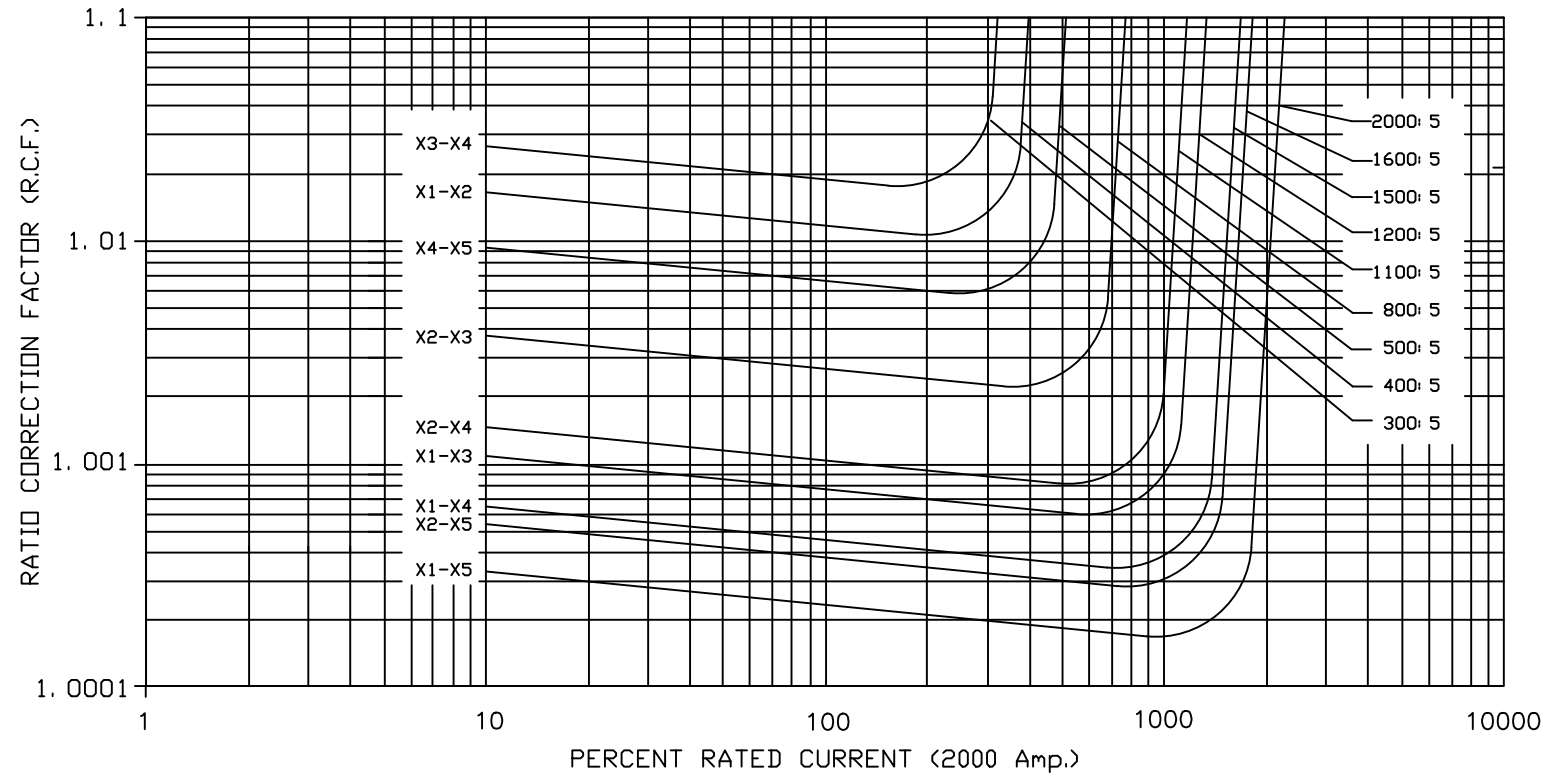
www.usa.siemens.com/myterms

Restricted information

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OVERCURRENT RATIO CHARACTERISTICS

TYPE: BCM
RATIO: 2000:5
CURVE No. EGR-1TB-J1202-00
BURDEN: 4 OHMS
FREQUENCY: 60HZ



0.0024 OHMS/TURN @ 75 C	
0.765 Es/TURN @ KNEE	
80	160
0.192	0.384
60	100
0.144	0.24
TURNS	
X1	X5
OHMS	

- NOTES:
1. THERMAL RATING FACTOR (TRF) = 2.0
 2. RELAY CLASS: C400 @ 2000:5
 3. METERING CLASS: 0.3 B1.8 @ 2000:5

C.T. RATIOS, M.R. TYPE

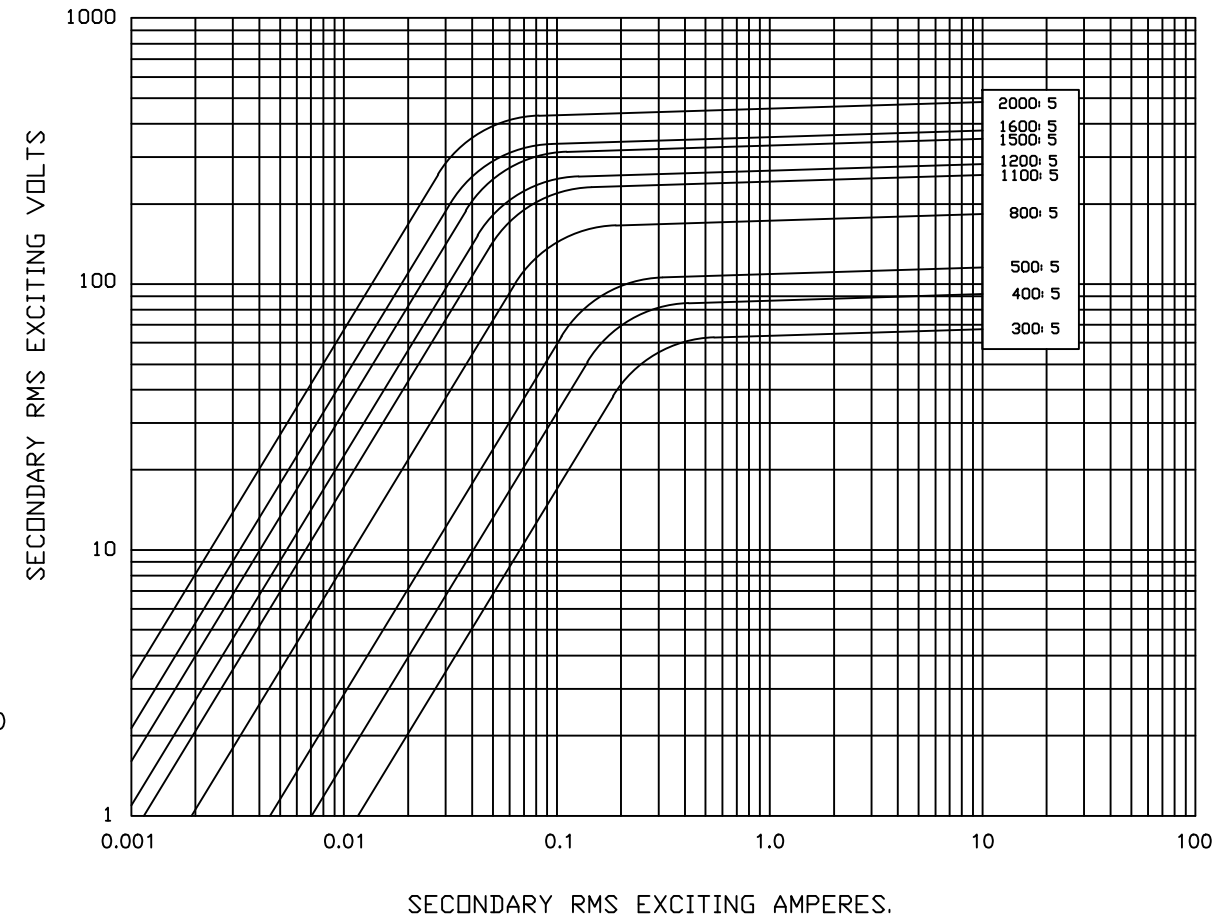
Terminals	X 3 - X 4	X 1 - X 2	X 4 - X 5	X 2 - X 3	X 2 - X 4
Ratio	300 : 5A	400 : 5A	500 : 5A	800 : 5A	1100 : 5A
Terminals	X 1 - X 3	X 1 - X 4	X 2 - X 5	X 1 - X 5	
Ratio	1200 : 5A	1500 : 5A	1600 : 5A	2000 : 5A	

CURVES REPRESENT STANDARD ACCURACY, 2000:5
MULTI-RATIO BUSHING CURRENT TRANSFORMER
SIEMENS PART NO. A7ER77910100033

SIEMENS SALES ORDER:	PRELIMINARY: APPROVAL: CERTIFIED:	PRODUCT TYPE SDV7-***	SIEMENS Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: ACCURACY CURVES, 2000:5, MR BCT, C400 SDV7-*** 15.5-20-2000
CUSTOMER:		DRAWN:	
CUSTOMER PROJECT:		APPRV:	
GROUP:		DATE:	
CUSTOMER ORDER:		DATE:	QTY:

SECONDARY EXCITATION CHARACTERISTICS

TYPE: BCM
RATIO: 2000:5
CURVE No. EGR-1TB-J1202-00
FREQUENCY: 60HZ



STANDARD DRAWING

DO NOT DESTROY, CHANGE OR
ADD MARK NO'S W/O APPROVAL
OF DESIGN ENGINEERING.

USED ON: SDV

MFG. PROJ. VARIOUS

CAD GENERATED, DO NOT CHANGE MANUALLY.

03 11-08-2018 DKD		02 10/07/2013 DKD		01 11/29/08 DLC		SIEMENS Siemens Industry Inc. Raleigh, NC					
REVISD SECONDARY EXCITATION CHARACTERISTICS.		REVISD *USED DN* REFERENCE TO SDV. WAS SDV6.		1-PLACE DECIMAL ± 2-PLACE DECIMAL ± 3-PLACE DECIMAL ±		ANGULAR	SIMILAR TO				
				MACHINED SURFACE TEXTURE		DR DLC CH APP DC					
MATERIAL		PART NUMBER		18761292433							
WEIGHT (LBS)	PART NAME					SCALE	CHARACTERISTICS				
	ACCURACY CURVES, 2000:5, MR BCT, C400					NTS	SHEET NO. 01-F				

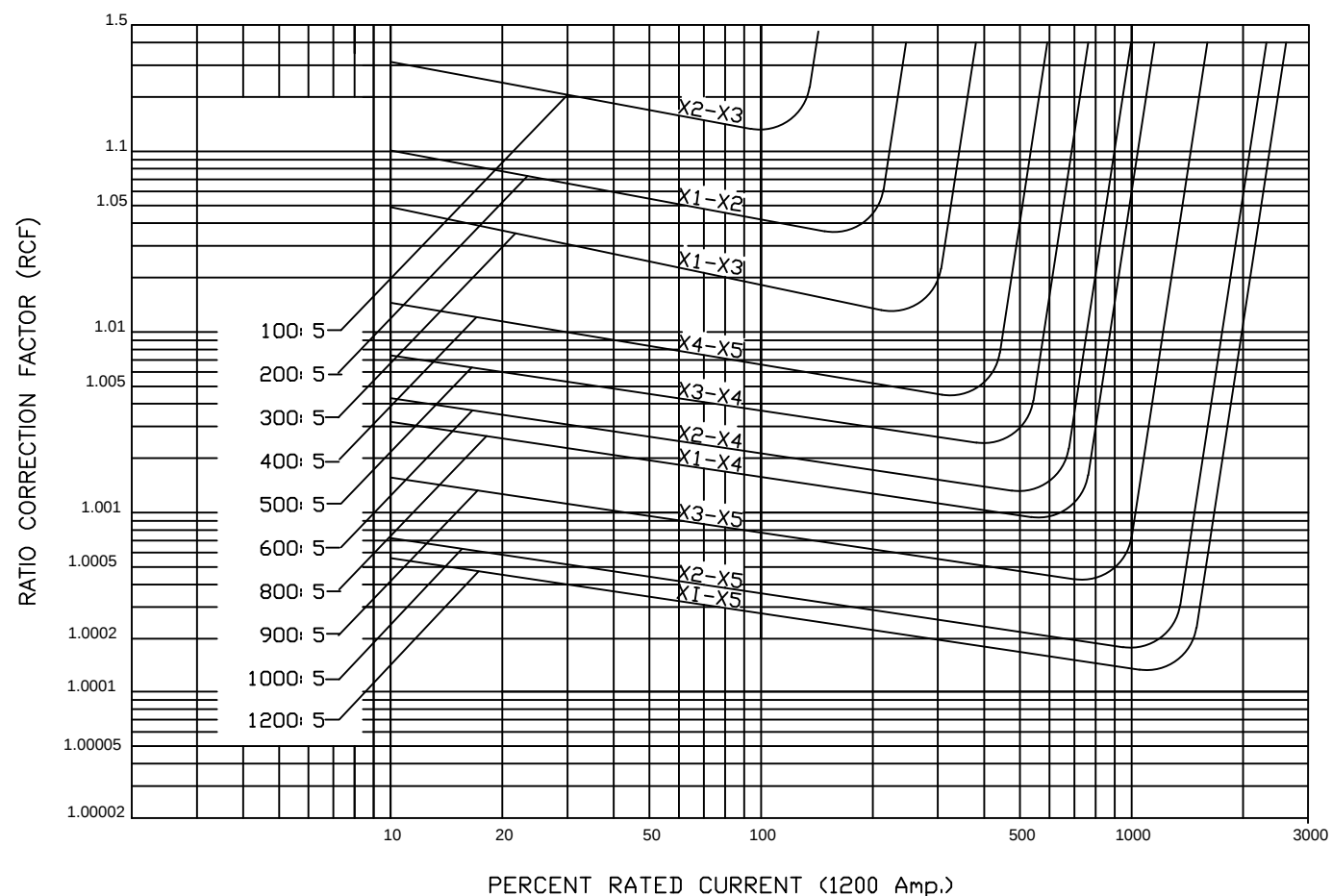
1

2

OVERCURRENT RATIO CHARACTERISTICS

TYPE: BCM
RATIO: 1200:5
CURVE No. EGR-1TB-J1122-01
BURDEN: 4 OHMS

FREQUENCY: 60HZ



.0031 OHMS/TURN @ 75 C	
1.48 Es/TURN @ KNEE	
40	20
0.124	0.062
100	80
0.31	0.248
TURNS	
OHMS	
X1	X2
X3	X4
X5	

NOTES:

1. THERMAL RATING FACTOR (TRF) = 2.0
2. RELAY CLASS: C400 @ 1200:5
3. METERING CLASS: 0.3 B1.8 @ 1200:5

C.T. RATIOS, M.R. TYPE

Terminals	X 2 - X 3	X 1 - X 2	X 1 - X 3	X 4 - X 5	X 3 - X 4
Ratio	100 : 5A	200 : 5A	300 : 5A	400 : 5A	500 : 5A
Terminals	X 2 - X 4	X 1 - X 4	X 3 - X 5	X 2 - X 5	X 1 - X 5
Ratio	600 : 5A	800 : 5A	900 : 5A	1000 : 5A	1200 : 5A

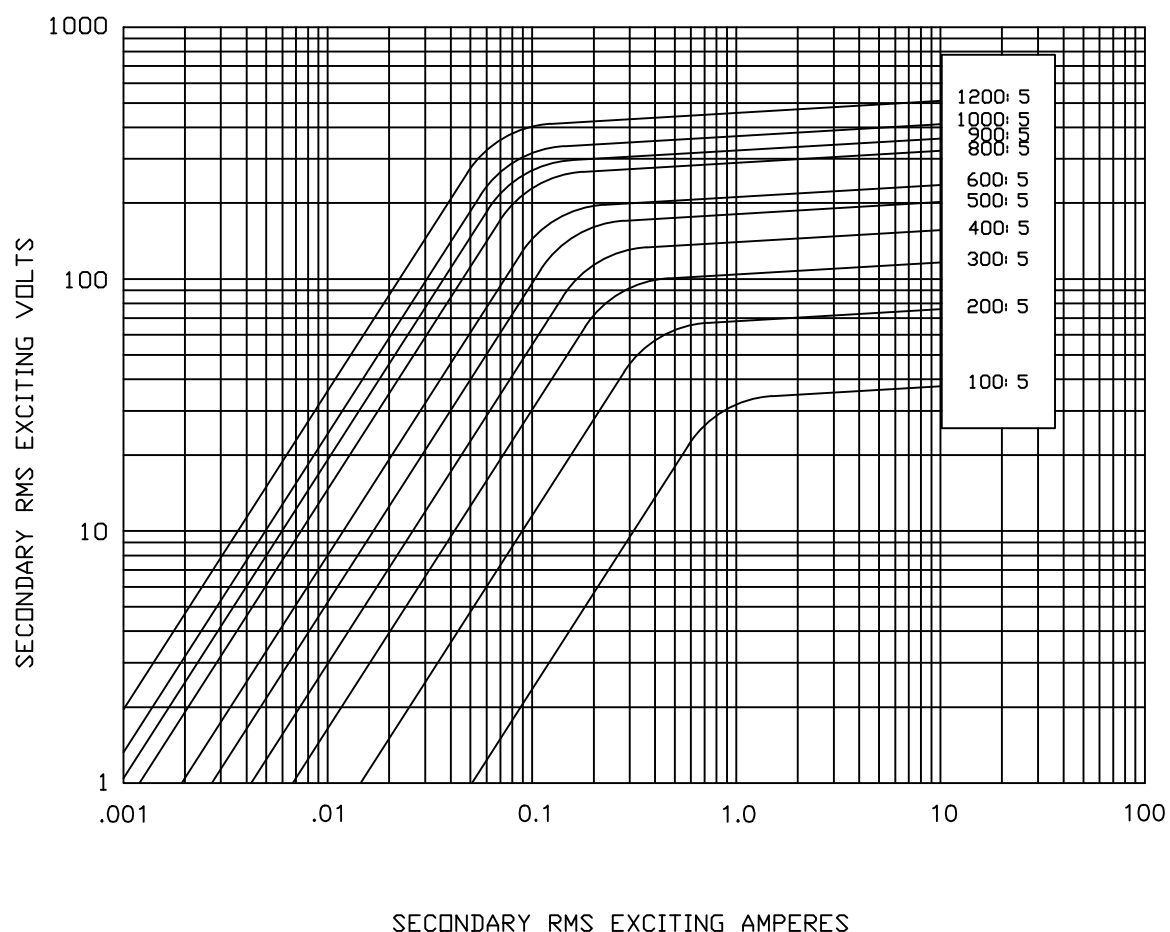
CURVES REPRESENT HIGH ACCURACY, 1200:5
MULTI-RATIO BUSHING CURRENT TRANSFORMER
SIEMENS PART NO. A7ER77910100037

SIEMENS SALES ORDER:	PRELIMINARY: APPROVAL: CERTIFIED:	PRODUCT TYPE SDV7-**	SIEMENS Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: ACCURACY CURVES, 1200:5, MR BCT, C400 SDV7-** 15.5kV-20-1200-RP
CUSTOMER:		DRAWN: DMJ	
CUSTOMER PROJECT:		APPRV: DMJ	
GROUP:		DATE: 09-14-2015	QTY:
CUSTOMER ORDER:			

SECONDARY EXCITATION CHARACTERISTICS

TYPE: BCM
RATIO: 1200:5
CURVE No. EGR-1TB-J1122-01

FREQUENCY: 60HZ



STANDARD DRAWING

DO NOT DESTROY, CHANGE OR
ADD MARK NO'S W/O APPROVAL
OF DESIGN ENGINEERING.

USED ON: SDV

MFG. PROJ. VARIOUS

CAD GENERATED, DO NOT CHANGE MANUALLY.

01 11/29/08 DLG REVISED "USED ON" REFERENCE TO SDV, WAS SDV6	02 10/07/2013 DKD REVISED SECONDARY EXCITATION CHARACTERISTICS.	03 11-08-2018 DKD	SIEMENS Siemens Industry Inc. Raleigh, NC	1-PLACE DECIMAL ± 2-PLACE DECIMAL ± 3-PLACE DECIMAL ±	ANGULAR MACHINED SURFACE TEXTURE	SIMILAR TO DR <u>DLC</u> CH <u>CH</u> APP <u>DC</u>
MATERIAL			PART NUMBER 18761292437			
WEIGHT (LBS)	PART NAME ACCURACY CURVES, 1200:5, MR BCT, C400			SCALE NTS	CHARACTERISTICS ←	SHEET NO. 01-F

1

2

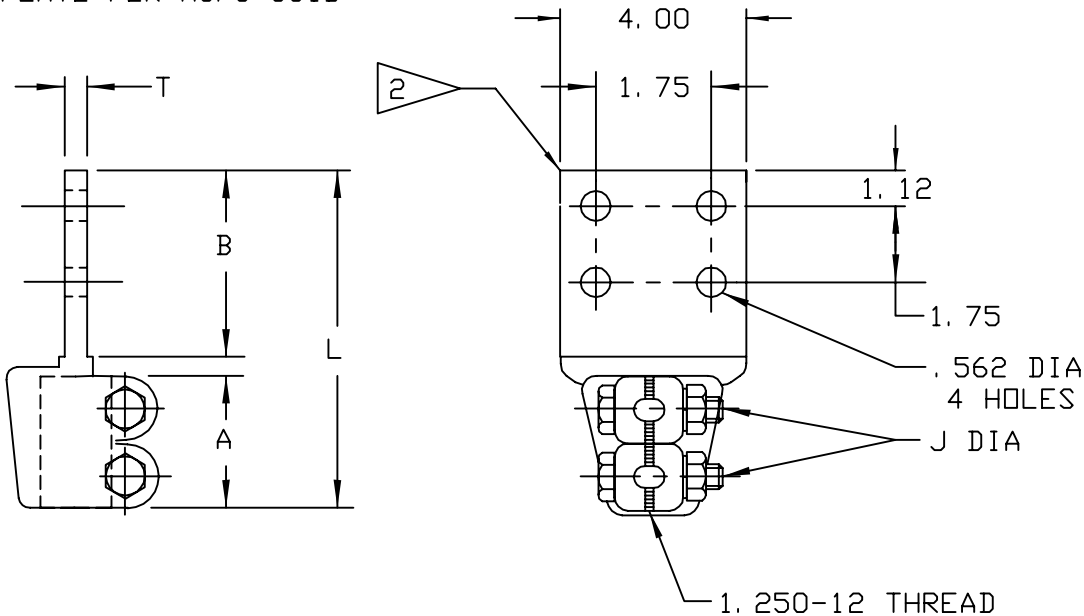
REV'D 04/02/2012

APPROVED VENDORS	CATALOG NO.	A	B	J	L	T	ALTERNATE
BURNDY	FD66D6W	1.75	4.00	.38	6.84	.38	
DELTA	PM58C12-1-412-E	1.50	4.50	.38	6.38	.38	
H.J. ENTERPRISES	BHDSF 40-005TP	2.38	4.25	.50	7.00	.38	

NOTES:

- DIM. SHOWN ARE VENDOR REF DIM.
- 2

 ROUNDED OR SQUARED CORNERS, VENDOR'S OPTION.
- TIN PLATE PER ACP5-631B



SIEMENS SALES ORDER:	PRELIMINARY:	PRODUCT TYPE	SIEMENS Siemens Industry Inc. Raleigh, NC
LINE ITEM:	APPROVAL:	SDV7-***	
CUSTOMER:	CERTIFIED:	SCALE	DOCUMENT NAME:
CUSTOMER PROJECT:		NTS	STUD CONNECTOR, BRONZE, TIN PLATED
GROUP:		DRAWN:	1.25 STUD TO 4 HOLE FLAT PAD
CUSTOMER ORDER:		APPRV:	SDV7-*** 27.6-25-1200
		DATE:	DATE
			QTY:

STANDARD DRAWING

DO NOT DESTROY, CHANGE OR
ADD MARK NO'S W/O APPROVAL
OF DESIGN ENGINEERING.

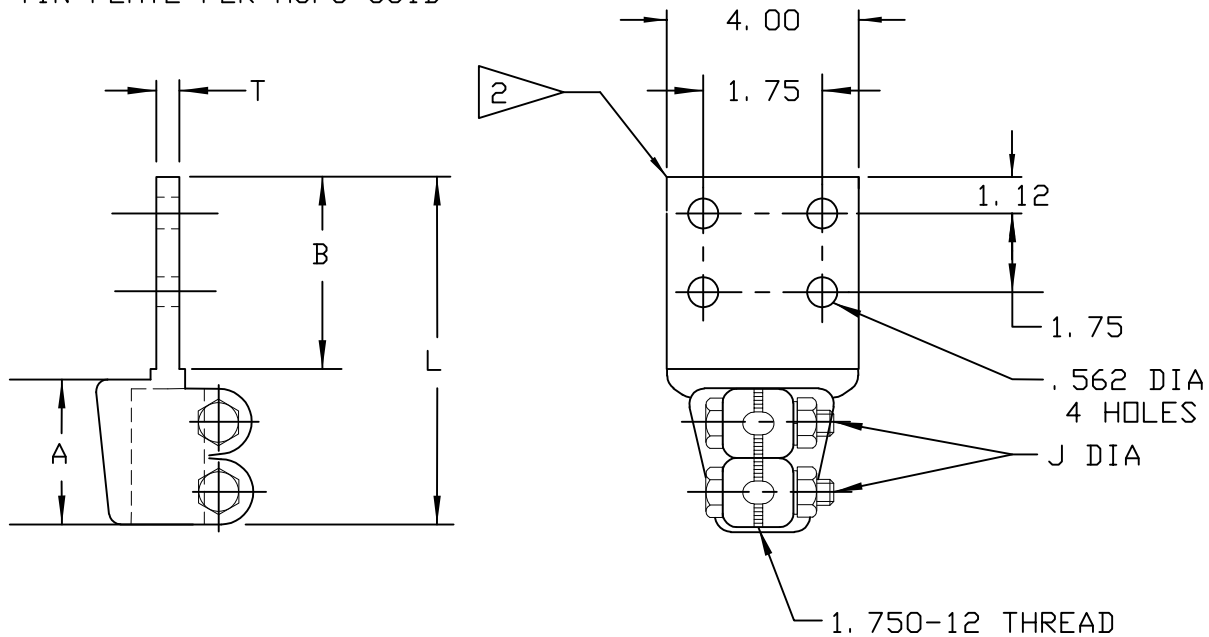
USED ON: SDV 2R: * CAD GENERATED, DO NOT CHANGE MANUALLY.

		05 10/08/13		04 01/21/10		03 05/09/01		02 01/12/01		01 01/27/99		SIEMENS Siemens Industry Inc. Raleigh, NC					
		REVISD 'USED DN' REFERENCE TO SDV. WAS SDV4. DKD		REVISD APPROVED VENDORS LIST. DMJ		ADDED NEW VENDOR E.SDV-010418A RTG		BAAN SYNC RTG E.SDV-010207C				1-PLACE DECIMAL ± 2-PLACE DECIMAL ± 3-PLACE DECIMAL ±		ANGULAR	☒	SIMILAR TO	
												DATA BASE 721\62432101		MACHINED SURFACE TEXTURE	DR DLC CH DLC APP DC	BULLETIN 10/13	
MATERIAL MAKE FROM: 72-112-054-042												N-C 2	CURRENT DATE 3-8	PART NUMBER 9-19		ISS 20-21	
												N 10/08/2013	72-162-432-101		05		
TYPE 22 F	REP. 23 M	PART NAME 24-43 STUD CONNECTOR, BRONZE, TIN PLATED 1.25 STUD TO 4 HOLE FLAT PAD						N.M. 44-48	49-53	SCALE NTS	CHARACTERISTICS	SHEET NO. 1 OF F					

APPROVED VENDORS	CATALOG NO.	A	B	J	L	T	ALTERNATE
BURNDY	FD675D12W	2.18	4.25	.50	7.39	.75	
DELTA	PM595C12-1-412-E	2.00	5.00	.50	7.25	.50	
H-J ENTERPRISES	BHDSF60-005-TP	2.38	4.25	.50	7.00	.50	

NOTES:

- DIM. SHOWN ARE VENDOR REF DIM.
- ROUNDED OR SQUARED CORNERS, VENDOR'S OPTION.
- TIN PLATE PER ACP5-631B



SIEMENS SALES ORDER:	PRELIMINARY:	PRODUCT TYPE	SIEMENS Siemens Industry Inc. Raleigh, NC
LINE ITEM:	APPROVAL:	SDV7-**	
CUSTOMER:	CERTIFIED:	SCALE	DOCUMENT NAME:
CUSTOMER PROJECT:		NTS	STUD CONNECTOR, BRONZE, TIN PLATED
GROUP:		DRAWN:	1.75 STUD TO 4 HOLE FLAT PAD
CUSTOMER ORDER:		APPRV:	2000A
		DATE:	DATE
			QTY:

USED ON: SDV

2R:

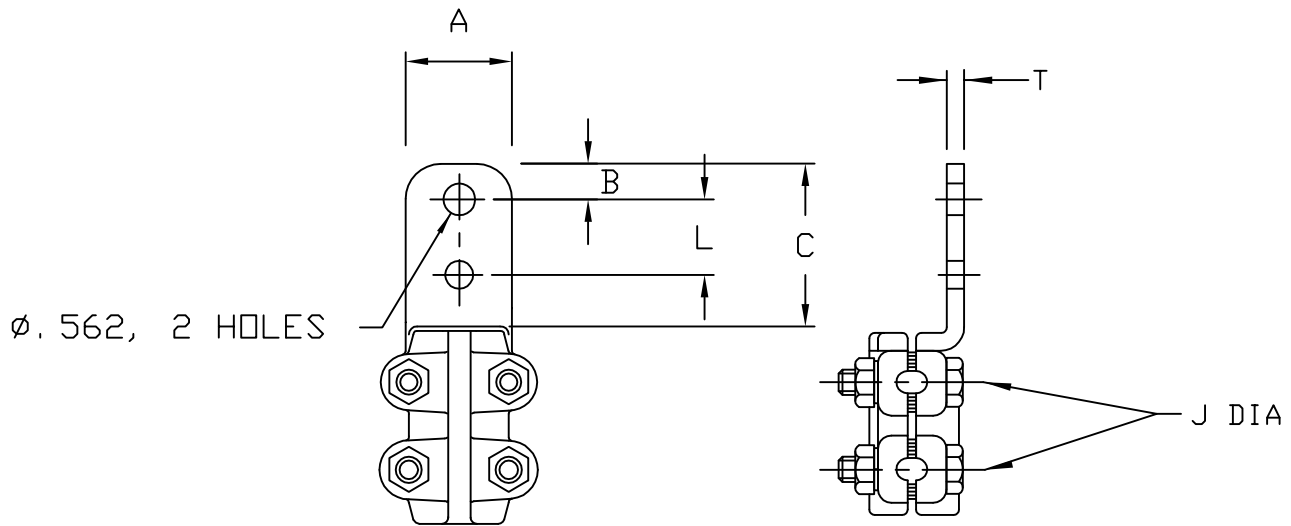
* CAD GENERATED, DO NOT CHANGE MANUALLY.

		01 01/27/99		SIEMENS Siemens Industry Inc. Raleigh, NC		ANGULAR		SIMILAR TO	
		VENDOR WAS ANDERSON ELECT. DMJ		1-PLACE DECIMAL ±		2-PLACE DECIMAL ±		3-PLACE DECIMAL ±	
		02 04/23/09		DATA BASE		721\62432102		MACHINED SURFACE TEXTURE	
		03 01/21/10		N-C		CURRENT DATE		PART NUMBER 9-19	
		04 03/05/10		N		10/08/2013		72-162-432-102	
		05 10/08/13		ISS		20-21		05	
		REVISED BURNDY CAT# & DIMENSIONS		MATERIAL		MAKE FROM: 72-112-054-050			
		REVISED 'USED ON' REFERENCE TO SDV. WAS SDV4. DKD		TYPE		22 F		REP	
				23 M					
				PART NAME 24-43		STUD CONNECTOR, BRONZE, TIN PLATED		1.75 STUD TO 4 HOLE FLAT PAD	
				N.M.		44-48		49-53	
				SCALE		NTS		CHARACTERISTICS	
				SHEET NO.		1 OF F			

APPROVED VENDORS	CATALOG NO.	A	B	C	J	L	T	ALTERNATE
BURNDY	NAH342NW	2.06	.62	3.00	.50	1.75	.25	
DELTA	HZRD19-2N-E	1.75	.62	3.25	.38	1.75	.38	
HJ	BSWL10-005TP	1.50	.62	3.00	.38	1.75	.38	

NOTES:

1. TERMINAL CONNECTOR, FLAT PAD WITH (2) TWO .562 DIA HOLES ON 1.75 CENTERS, #6 TO 800 MCM CABLE.
DIM. SHOWN ARE VENDOR REF DIM.
2. BRONZE, TIN PLATED



SIEMENS SALES ORDER:	PRELIMINARY: APPROVAL: CERTIFIED: X	PRODUCT TYPE SDV7-***	SIEMENS Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: TERMINAL CONNECTOR SDV7-*** 27.6-20-2000-RP
CUSTOMER:		DRAWN: DKD	
CUSTOMER PROJECT:		APPRV: DKD	
GROUP:		DATE: DATE	QTY:
CUSTOMER ORDER:			

STANDARD DRAWING

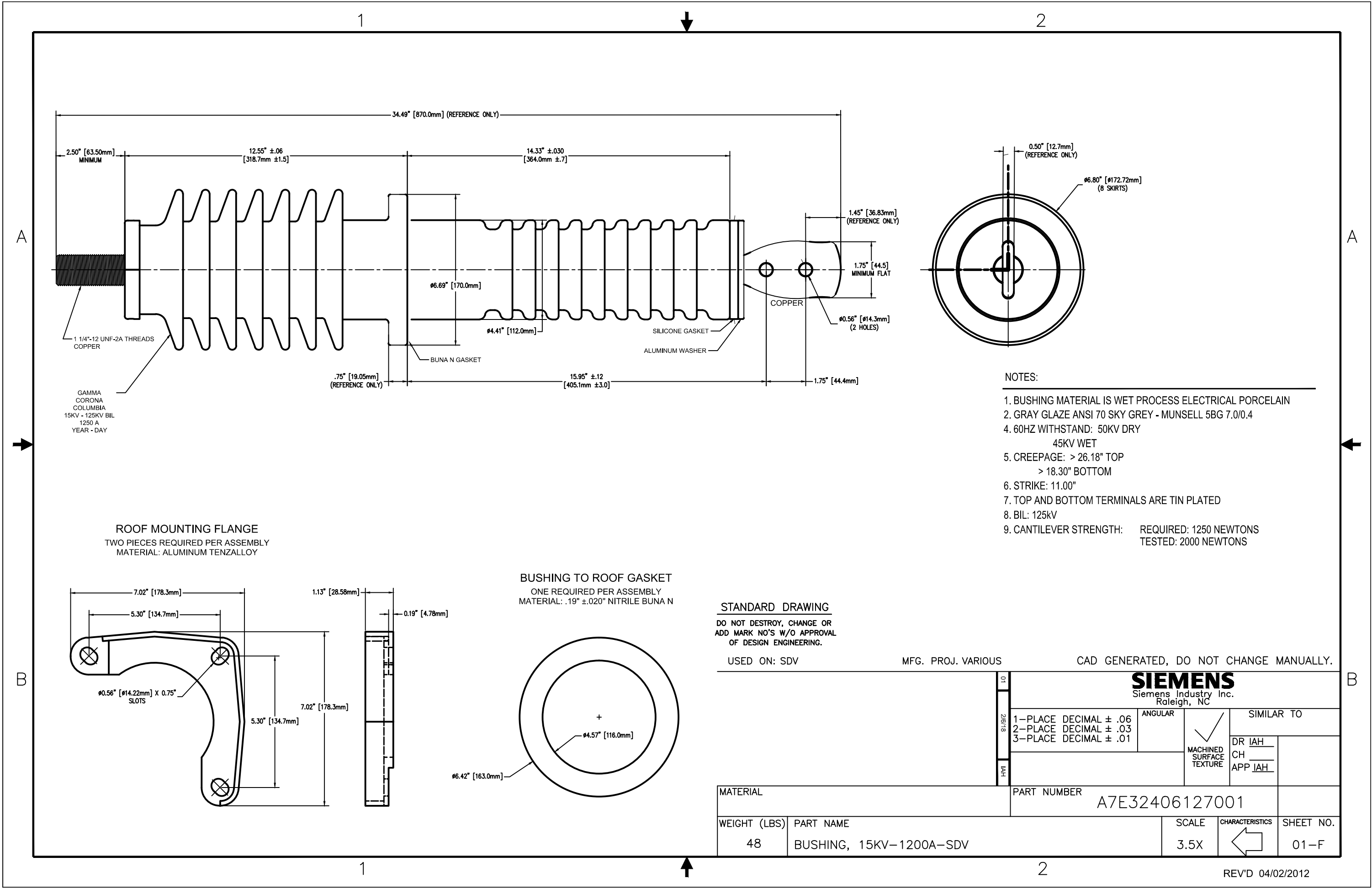
DO NOT DESTROY, CHANGE OR
ADD MARK NO'S W/O APPROVAL
OF DESIGN ENGINEERING.

USED ON: SDV

2R:

* CAD GENERATED, DO NOT CHANGE MANUALLY.

SIEMENS Siemens Industry Inc. Raleigh, NC												ANGULAR		✓ MACHINED SURFACE TEXTURE	SIMILAR TO						
1-PLACE DECIMAL ±		2-PLACE DECIMAL ±		3-PLACE DECIMAL ±		DR BF	BULLETIN 10 / 13														
DATA BASE		721/62438001				CH BF															
APP WKM																					
02 WJU/11-10-86 REPLACED TITLE-BLOCK WITH STD. TITLEBLOCK. DLC												N-C 2 C		CURRENT DATE 3-8 10/08/2013		PART NUMBER 9-19 72-162-438-001				ISS 20-21 07	
03 01/27/99 ADDED "HJ" AS APPROVED VENDOR.																					
04 02/22/07 JE REVISED BORDER HJ ONLY APPROVED VENDOR DKD																					
05 02/09/09 REVISED APPROVED VENDORS LIST. DMJ																					
06 01/22/10 REVISED "USED ON" REFERENCE TO SDV. WAS SDV6. DKD																					
07 10/08/13																					
MATERIAL																					
TYPE 22 D		REP. 23 P		PART NAME 24-43 TERMINAL CONNECTOR								N.M. 44-48		49-53		SCALE NTS		CHARACTERISTICS ◁		SHEET NO. 1	

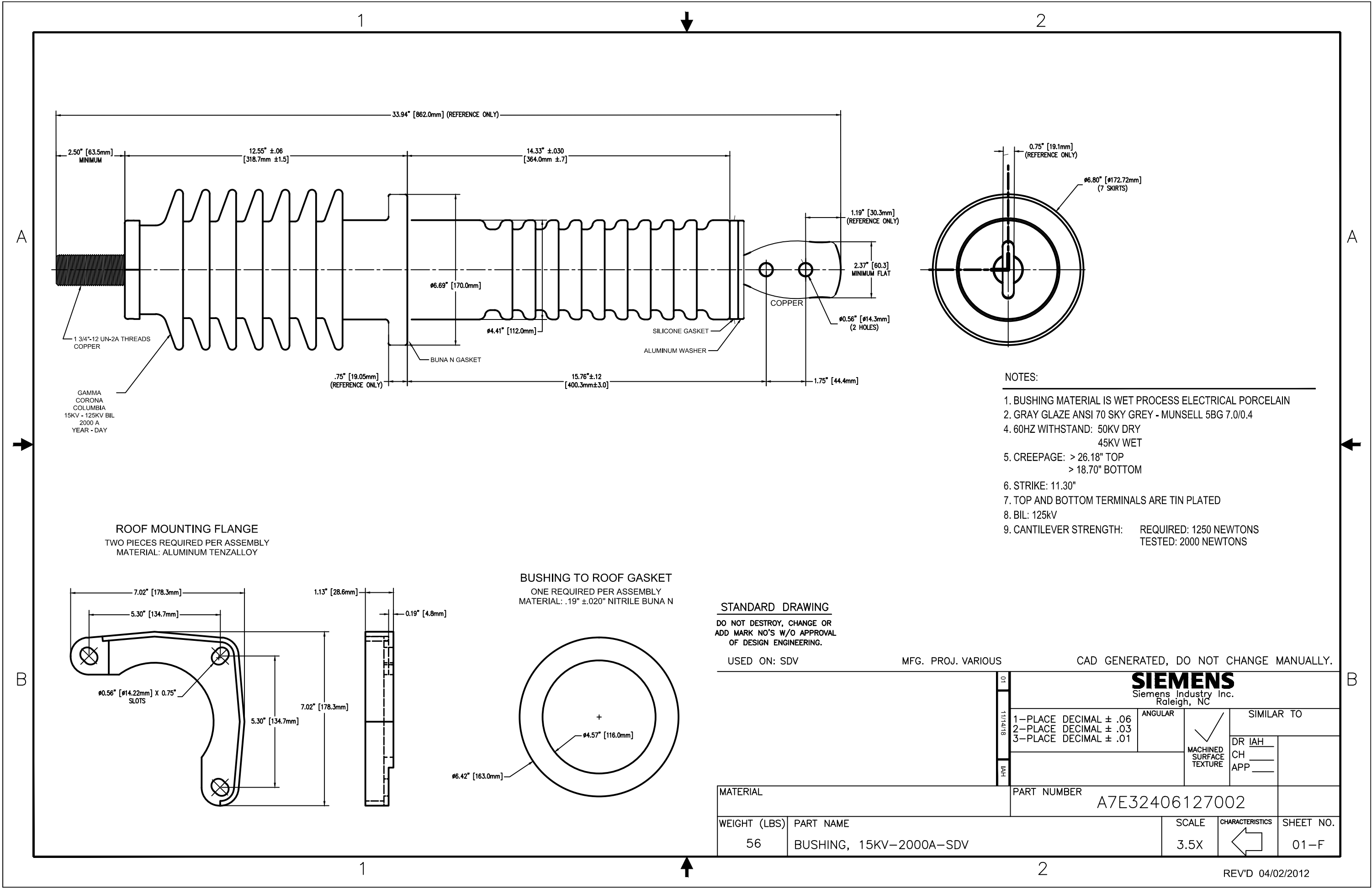


- NOTES:
- 1. BUSHING MATERIAL IS WET PROCESS ELECTRICAL PORCELAIN
 - 2. GRAY GLAZE ANSI 70 SKY GREY - MUNSELL 5BG 7.0/0.4
 - 4. 60HZ WITHSTAND: 50KV DRY
45KV WET
 - 5. CREEPAGE: > 26.18" TOP
> 18.30" BOTTOM
 - 6. STRIKE: 11.00"
 - 7. TOP AND BOTTOM TERMINALS ARE TIN PLATED
 - 8. BIL: 125kV
 - 9. CANTILEVER STRENGTH: REQUIRED: 1250 NEWTONS
TESTED: 2000 NEWTONS

STANDARD DRAWING
DO NOT DESTROY, CHANGE OR
ADD MARK NO'S W/O APPROVAL
OF DESIGN ENGINEERING.

USED ON: SDV MFG. PROJ. VARIOUS CAD GENERATED, DO NOT CHANGE MANUALLY.

MATERIAL		PART NUMBER A7E32406127001		SCALE 3.5X		CHARACTERISTICS ←		SHEET NO. 01-F	
WEIGHT (LBS) 48		PART NAME BUSHING, 15KV-1200A-SDV							



NOTES:

- 1. BUSHING MATERIAL IS WET PROCESS ELECTRICAL PORCELAIN
- 2. GRAY GLAZE ANSI 70 SKY GREY - MUNSELL 5BG 7.0/0.4
- 4. 60HZ WITHSTAND: 50KV DRY
45KV WET
- 5. CREEPAGE: > 26.18" TOP
> 18.70" BOTTOM
- 6. STRIKE: 11.30"
- 7. TOP AND BOTTOM TERMINALS ARE TIN PLATED
- 8. BIL: 125KV
- 9. CANTILEVER STRENGTH: REQUIRED: 1250 NEWTONS
TESTED: 2000 NEWTONS

STANDARD DRAWING

DO NOT DESTROY, CHANGE OR
ADD MARK NO'S W/O APPROVAL
OF DESIGN ENGINEERING.

USED ON: SDV

MFG. PROJ. VARIOUS

CAD GENERATED, DO NOT CHANGE MANUALLY.

SIEMENS
Siemens Industry Inc.
Raleigh, NC

1-PLACE DECIMAL ± .06
2-PLACE DECIMAL ± .03
3-PLACE DECIMAL ± .01

ANGULAR

SIMILAR TO

MACHINED
SURFACE
TEXTURE

DR IAH
CH
APP

MATERIAL

PART NUMBER

A7E32406127002

WEIGHT (LBS)

56

PART NAME

BUSHING, 15KV-2000A-SDV

SCALE

3.5X

CHARACTERISTICS

01-F

SHEET NO.

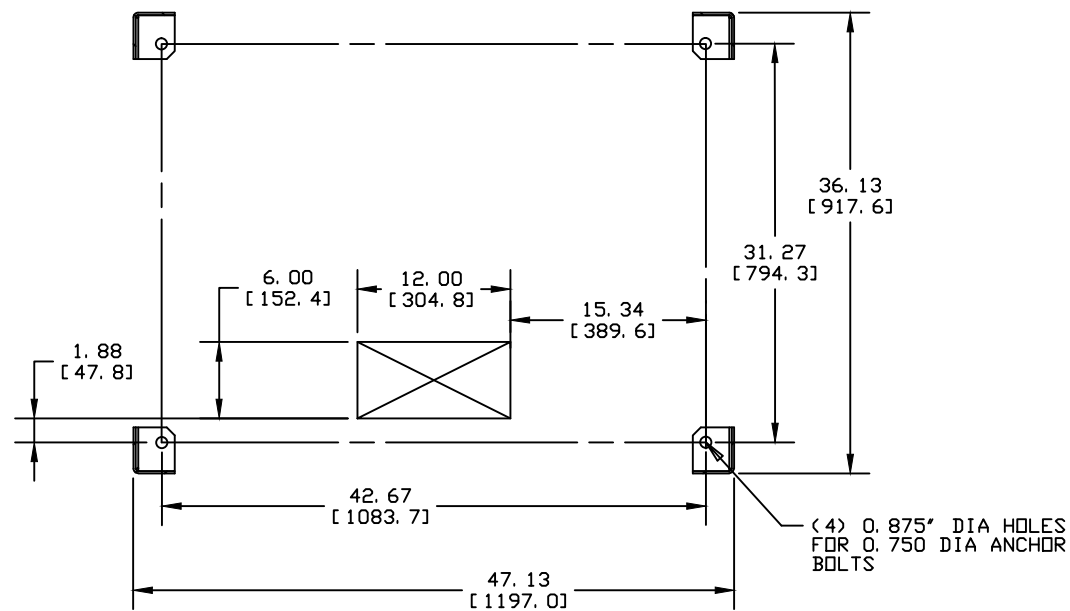
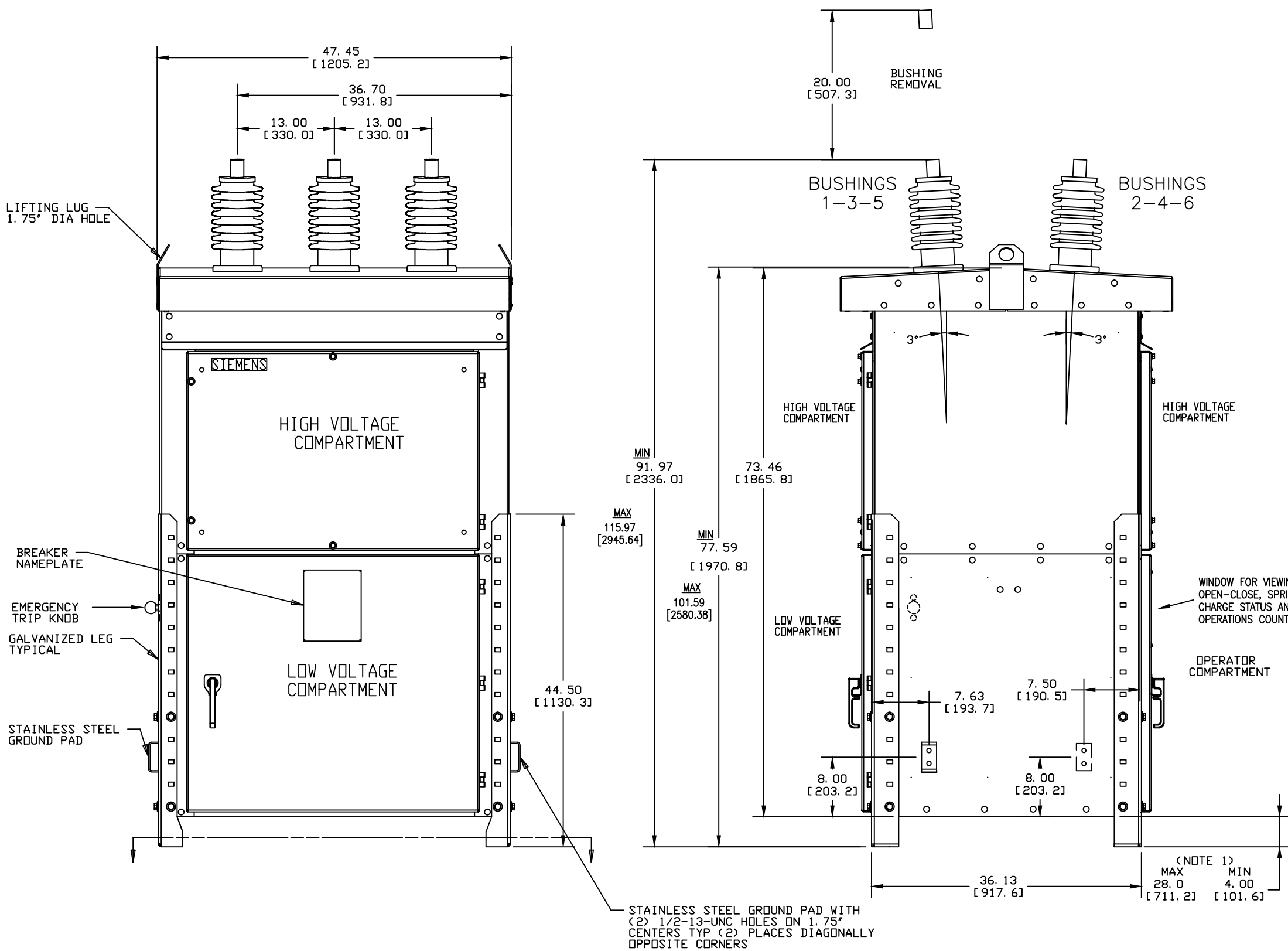
REV'D 04/02/2012

A

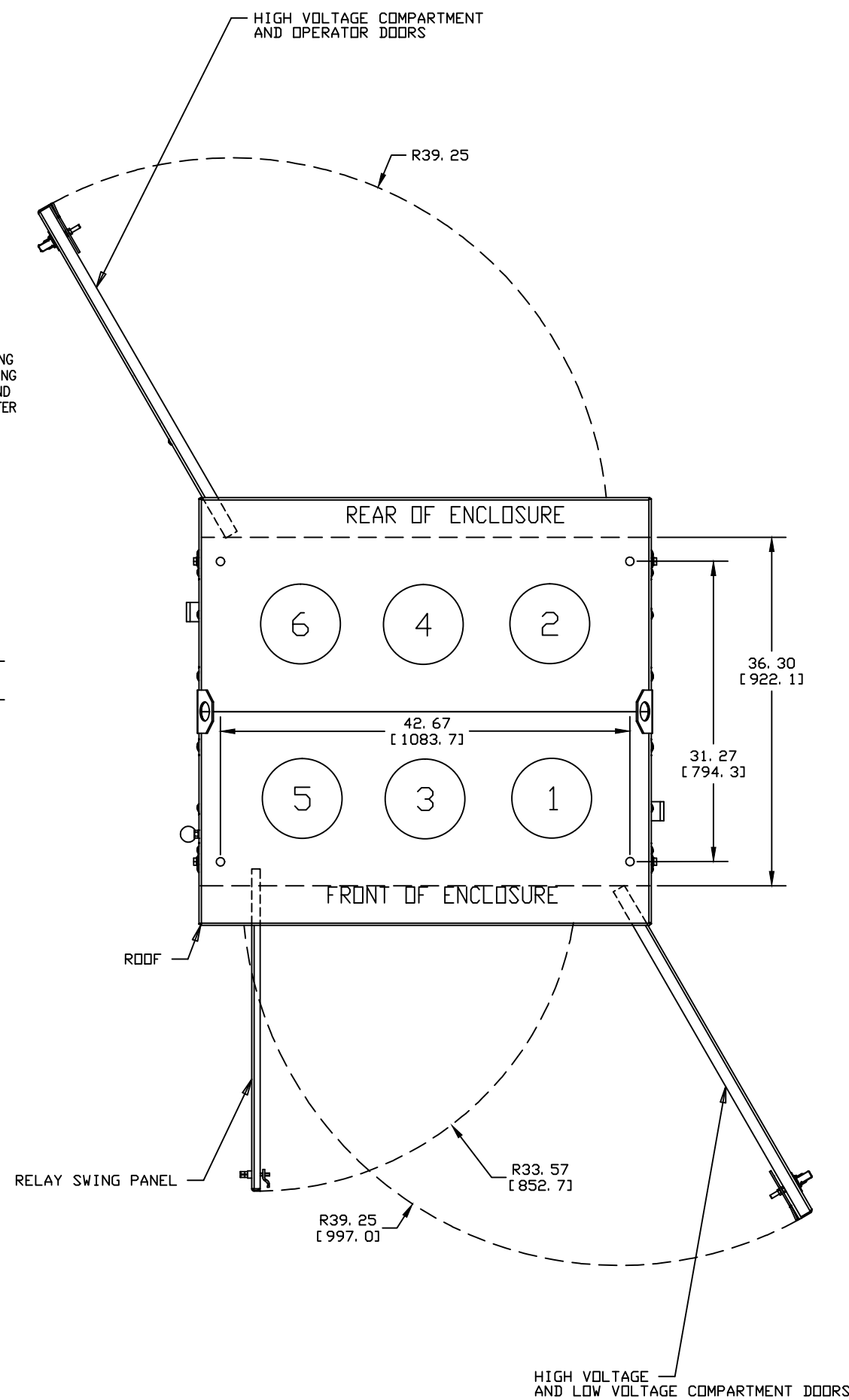
B

C

D



- NOTES
1. MIN TO MAX DIMENSIONS WILL CHANGE BY INCREMENTS OF 3 INCHES RELATIVE TO LEG ADJUSTMENT
 2. PAINT COLOR IS ANSI 61 GRAY
 3. REFER TO BUSHING DRAWING FOR STUD SIZE
 4. BREAKER WEIGHT: 1200A - 2519 LBS (1143 KG)
2000A - 2629 LBS (1192 KG)
 5. DIMENSIONS SHOWN IN: IN [MM]
 6. PADLOCKING PROVISIONS PROVIDED ON ALL COMPARTMENT SWINGING DOORS



SIEMENS
Siemens Industry Inc.
Raleigh, NC

PRODUCT TYPE
SDV7-SE

PRELIMINARY:
APPROVAL:
CERTIFIED:

SIEMENS SALES ORDER:
LINE ITEM:
CUSTOMER:
CUSTOMER PROJECT:
GROUP:
CUSTOMER ORDER:

DOCUMENT NAME:

GENERAL ARRANGEMENT
SDV7-SE 15kV 1200A & 2000A
STANDARD OUTLINE

SCALE
NTS

DRAWN:
APPROV:

01 09-09-2010 xxx

DOCUMENT NUMBER: SDV7-SE 15kV 1200-2000A GA01C

A

B

C

D



Agenda Item Form

Date of City Council Meeting	1/25/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance and waiver of bid to purchase a 161 kV breaker from GE Grid Solutions, LLC. for the expansion of Substation "I" for \$53,260 plus tax (estimated to be \$5,059.70). This is a sole source items and matches existing breakers used in all of Bentonville's substations.					

Estimated Cost	\$58,319.70
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Budget adjustment from reserves.	



MEMORANDUM

DATE: January 25, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: 161 kV Breaker for "I" Sub

Electric Dept. staff recommends waiving the requirements of competitive bidding and purchasing (1) 161 kV substation breaker I (and replacement parts) from GE Grid Solutions, LLC for \$53,260 plus tax (estimated to be \$5,059.70) to be used in the expansion of Substation "I".

With the growth in the SW portion of town, Substation "I" needs to be expanded (2nd transformer added). With the WMT Campus construction, BEUD will re-use an existing transformer in the expansion, but the breakers still need to be purchased. This breaker is the same 161 kV breaker BEUD has used in all recent substation construction and is a sole source item. They will be purchased using money from the Electric Dept. reserves.



Waiver of Bid Request

Date of Utility Board Meeting	1/18/2022
Department	Electric Utility Department
Submitted by	Travis Matlock, PE
Phone	(479) 271-5941

Vendor	GE Grid Solutions, LLC
Total Cost	\$ 58,319.70

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Electric Dept. staff recommends waiving the requirements for competitive bidding and purchasing a 161 kV substation breakers (and 1 set of replacement parts) from GE Grid Solutions, LLC for \$53,260 plus tax (estimated to be \$5,059.70) to be used in the expansion of Substation "I". This breaker match the breakers in all other Bentonville Substations.

Justification *(Enter justification in space below):*

Bidding is not feasible due to purchasing the breakers directly from the manufacturer in order to match the others in Bentonville's system.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH GE GRID SOLUTIONS, LLC. FOR THE PURCHASE OF A 161 KV SUBSTATION BREAKER FOR THE CITY OF BENTONVILLE ELECTRIC DEPARTMENT, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, there is a need to purchase a 161 kV substation breaker to expand service and accommodate for construction and development in the City of Bentonville;

WHEREAS, this type of breaker is necessary to match existing breakers used in Electric Department substations and is a sole source item in this area;

WHEREAS, soliciting bids would not produce competitive bids as GE Grid Solutions, LLC is the sole provider of the desired breaker.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of a 161kV substation breaker for the City of Bentonville Electric Department from GE Grid Solutions, LLC as per the Proposal attached hereto as Exhibit A.

Section 2: Because this is a sole source item, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

Section 4: Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Grid Solutions



Ampirical Solutions, LLC

City of Bentonville

December 10, 2021

GE Proposal Number – AR-OP21111319619 – Revision 0

GE Grid Solutions, LLC

One Power Lane

Charleroi, PA 15022

USA

www.GEGridSolutions.com

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1 Executive Summary

Ampirical Solutions, LLC
Attn: Drew Regan

Thank you for your interest in GE Grid Solutions, LLC for the reference opportunity. We are pleased to submit the enclosed proposal for your consideration in accordance with the specification provided and the noted comments, clarifications, and exceptions.

Grid Solutions is an industry leading manufacturer of high voltage circuit breakers with R&D and manufacturing facilities located in Charleroi, Pennsylvania. Our facility is the Competence Center for research and development, testing, and manufacturing of dead tank circuit breakers for worldwide distribution and is certified to ISO 9001-2015 and ISO 14001-2015.

The factory has manufactured and delivered over 31,000 breakers since 1995 to locations all over the world. In addition to the product offered herein, we have a complete range of dead tank circuit breakers, live tank circuit breakers and circuit switchers to meet your needs now and into the future.

Our uniquely qualified team includes industry leaders with decades of experience in the transmission and distribution world as well as the high voltage circuit breaker industry. The members of the Grid Solutions team are available at any time and are dedicated together with our Charleroi staff of over 200 employees to providing you best in industry service and support.

We once again thank you for this opportunity to submit an offer and look forward to answering any questions which arise while reviewing our proposal.

Sincerely,

George Muchesko
Lead Sales & Proposal Manager
Phone: 724-483-7874
Email: George.Muchesko@ge.com

2 Proposal

Item #1

One (1) 170 kV Dead Tank Circuit Breakers according to ANSI/IEEE standards for outdoor installation with mechanical spring operating mechanisms including support structures:

▪ Type	DT1-170 FK F1
▪ Rated Nominal Voltage	161 kV
▪ Rated Maximum Voltage	170 kV
▪ Frequency	60 Hz
▪ First Pole to Clear Factor	1.3
▪ Rated Continuous Current	1200 A (up to 2000 A)
▪ Rated Short-Circuit Current	40 kA
▪ BIL	750 kV
▪ Creep Distance / Material / Color	177" / Composite / Gray
▪ Insulating Medium	SF ₆ - Included for 1 st Fill
▪ Interrupting Time	3 cycles
▪ High-Speed Auto-Reclosure	3 phase, Gang Operated
▪ Current Transformers	(12) 1200:5 MR C800, TRF 2.0
▪ Cabinet Enclosure Rating / Material	NEMA 3R / Painted Steel
▪ Ambient Temperature	-30°C to +50°C without tank heaters
▪ Seismic Rating	Per IEEE 693-2005 Low
▪ Altitude	≤ 3,300' ASL
▪ Control Voltage / Range	125 VDC / (T) 70-140 VDC - (C) 90-140 VDC
▪ Motor Voltage	120 VAC / 125 VDC
▪ Alternate Current Circuit (Lighting / Heating):	120 VAC / 240 VAC

Unit Price: **\$52.630.00 - USD, FOB Jobsite, AR**

Features and Benefits

- The circuit breaker is qualified to M2 class for mechanical endurance in accordance with IEC 62271-100. This qualifies the circuit breaker mechanically for 10,000 Close-Open operations without maintenance.
- The circuit breaker is qualified to C2 class for capacitor switching in accordance with IEEE/ANSI C37. This qualifies the circuit breaker for switching of capacitive loads (lines, cables, shunt capacitor bank, back to back) and with very low probability of re-strike.

3 Spare Parts, Special Tools & Service

Item #	Parts Description	DT1-170 FK F1
		Price per unit in USD
a	(1) Trip Coil or (1) Close Coil	\$105.-
b	(1) Spring Charge Motor	\$525.-

Prices of spare parts are valid only when ordered and delivered with the circuit breaker.

It's recommended for emergency purposes to purchase and stock a spare charging motor, trip coil and close

Special Tools

No special tools are necessary for installation or maintenance of the breakers. We do recommend, however, having one (1) of each of the following SF₆ handling tools on site:

- Gas regulator and fill hose set One (1) per breaker type per order included
- Doble Transducer Bracket One (1) per breaker type per order included

Field Service

A field service representative is not included in the base price of the circuit breakers. If service is required, pricing information is listed below.

- Initial Trip (airfare & travel time) \$3,750.00 - USD
- Eight (8) hour day (time, lodging, meals & local transportation) \$2,050.00 - USD

4 Comments, Clarifications, and Exceptions

- This offer is made in accordance with the attached Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions). However, GE Grid Solutions, LLC is open to negotiation of the Terms and Conditions.
- The quoted circuit breaker will be similar to the previous order PO 2008109-002 for the City of Bentonville, see the attached drawings for details.

5 Commercial Terms of Sale

Validity:	Thirty (30) days
Delivery:	Item #1 - Lead time is twenty-two (22) to twenty-six (26) weeks after receipt of order. All lead times are subject to current factory loading and material availability at the time of order. The impacts of Coronavirus cannot be reasonably determined at this time. This proposal does not account for any potential adverse impacts of Coronavirus on GE's performance of obligations. In the event of any delays and adverse impacts, GE reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of Coronavirus delays. GE would like to ensure the customer that it is taking appropriate and reasonable measures to mitigate the impact of Covid-19 pandemic on its operations, applying governmental and World Health Organization's recommendations or directions. However, the evolution of the Covid-19 pandemic and its concrete impact on the execution of projects cannot be fully anticipated. This proposal takes into account the Covid-19 situation and the measures that are being applied by GE as of the date of this proposal but does not account for any potential evolution of Covid-19 pandemic and the adverse impacts it could have on GE's ability to perform obligations set in the proposal. In the event of any evolution of Covid-19 situation before the expiry date or acceptance by the customer of this proposal, GE reserves the right to notify the customer of such impact and modify its proposal accordingly and reasonably. During contract performance, in the event of any delays or other adverse impact due to evolution of Covid-19 pandemic, GE reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of Covid-19 pandemic evolution.
Delivery Note:	Delivery is based upon customer return of approved drawings in two (2) weeks. Drawings will be submitted for approval four (4) to six (6) weeks after receipt of order.
Shipping Point:	Charleroi, PA.
Terms of Delivery:	Pricing is firm in USD, FOB Jobsite (DDP per INCOTERMS 2020) AR, pre-paid and allowed. Truck shipment to destination is limited to sites that are accessible by the vehicle in which the unit is shipped from the factory. Unloading of the circuit breakers is to be provided by others.
Payment Conditions:	100 % NET 30 days after delivery, payment by wire transfer.
PO Remittance:	Purchase orders should be addressed to GE Grid Solutions, LLC, One Power Lane, Charleroi, PA 15022.
Instruction Manuals:	One instruction book is shipped inside the control cabinet of the breaker. Remaining instruction books will ship within two weeks of breaker shipment.

Warranty: Twelve (12) months after installation, not to exceed eighteen (18) months after delivery. Warranties exclude wear and tear associated with normal circuit breaker operation, circuit breakers used in special applications not covered by ANSI/IEEE C37.04, and circuit breakers that have exceeded the maximum allowable cumulated current. Warranties are based on strict accordance with the maintenance instructions found in the breaker manual.

Sales Tax: This offer does not include any sales tax (federal, state or local).

Delays: In case of delay, a progress payment will be due based on the table below:

Delays: In case of delay a progress payment will be due

Schedule (based on EXW factory)	Additional Milestone Payment (% of contract value)
16+ weeks before shipment	0.0%
14 – 16 weeks before shipment	10.0%
8 – 14 weeks before shipment	25.0%
4 – 8 weeks before shipment	70.0%
0 – 4 weeks before shipment	100% plus Storage Fees. Short term storage of up to 4 weeks is \$950 per breaker per week. Storage fees in excess of 4 weeks will \$1,395 per breaker per week.

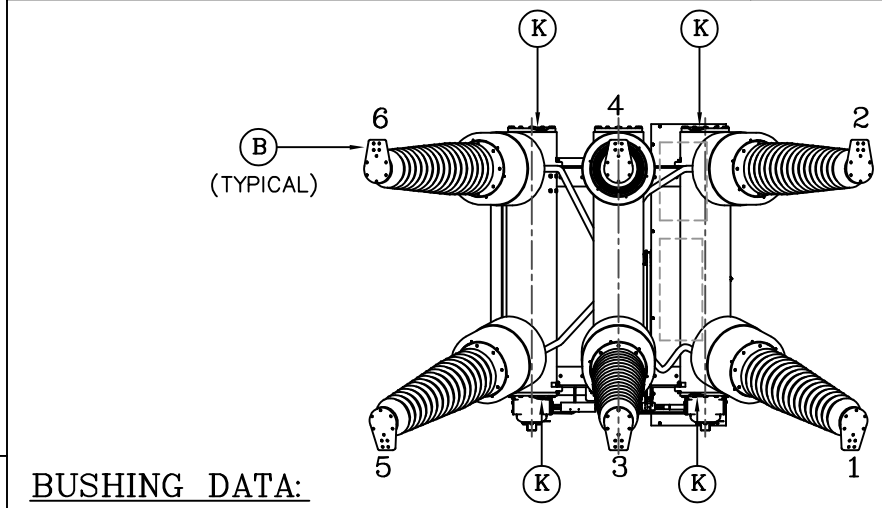
Cancellation:

Schedule (based on EXW factory)	Cancellation Charge (% of contract value)
0 – 2 weeks after receipt of order	5%
2 – 4 weeks after receipt of order	10%
8 – 14 weeks before shipment	40%
4 – 8 weeks before shipment	60%
2 – 4 weeks before shipment	75%
0 – 2 weeks before shipment	100%

The manufacturer shall not be liable for consequential or indirect damages such as loss of use, loss of profit, loss of contract, loss of production or any financial loss. In addition, the total liability is limited to a maximum of the contract value. The right for technical modifications is reserved.

6 Attachments

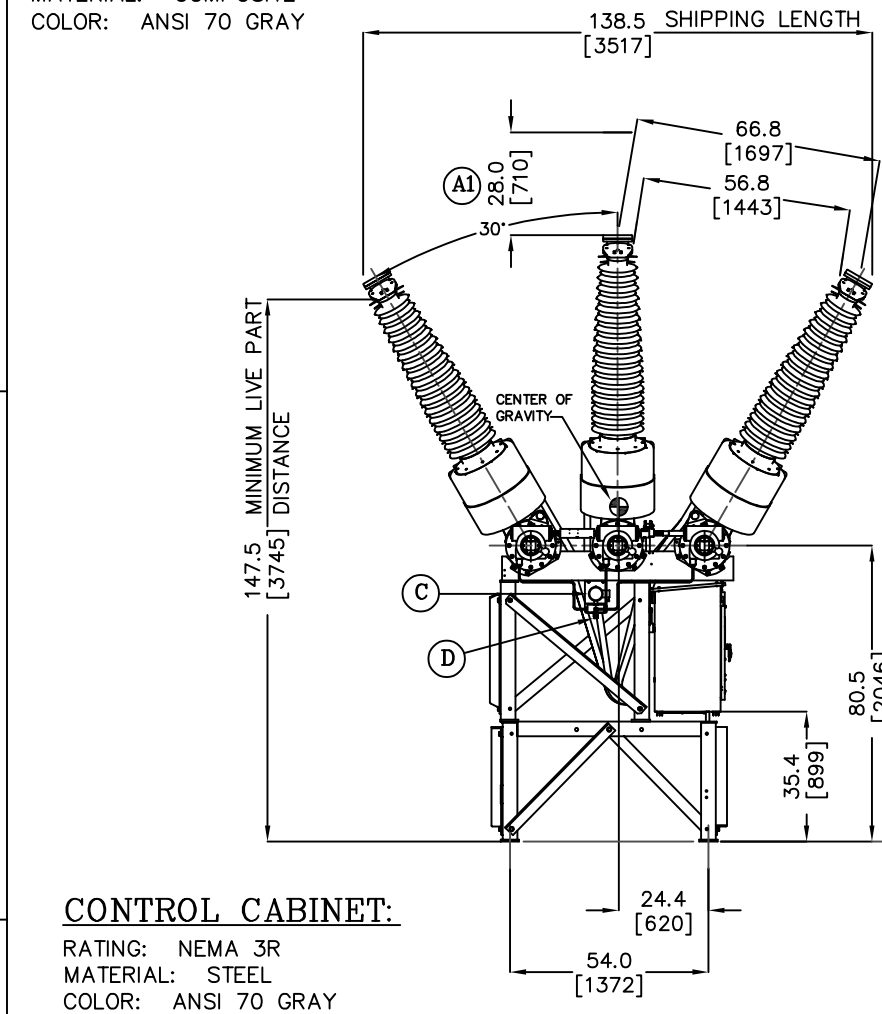
- DT1-170 FK F1 Sample Outline Drawing & Wiring Schematic
- DT1-170 FK Product Brochure
- Grid Solutions High Voltage Circuit Breaker Line Card
- Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions)



BUSHING DATA:

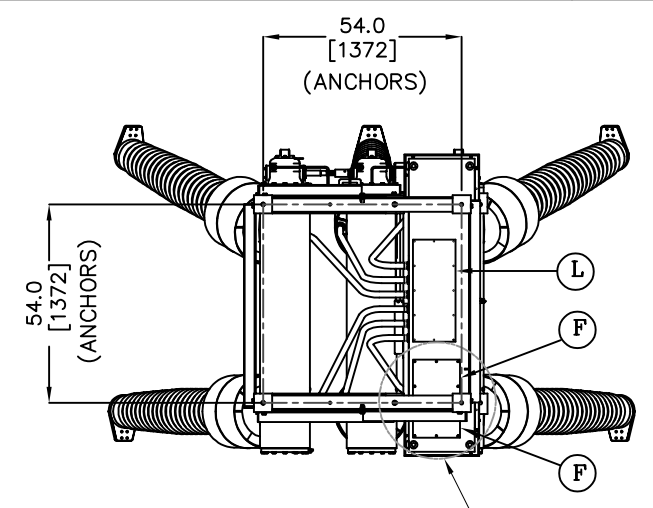
CREEPAGE: 177.4" (4505 mm)
STRIKE DISTANCE: 51.4" (1305 mm)
MATERIAL: COMPOSITE
COLOR: ANSI 70 GRAY

TOP VIEW



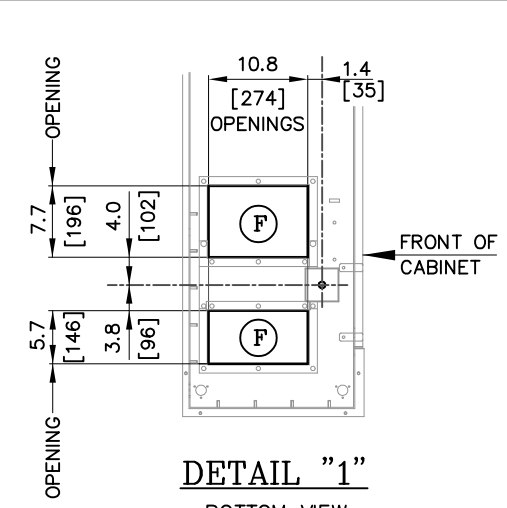
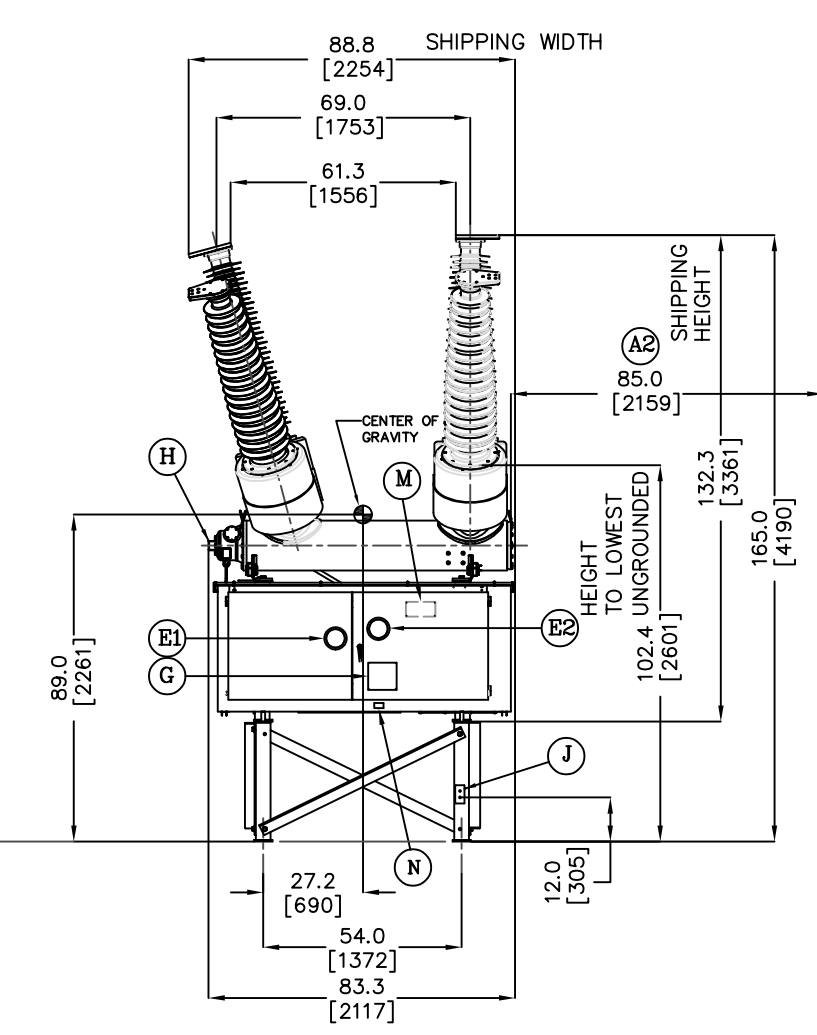
CONTROL CABINET:

RATING: NEMA 3R
MATERIAL: STEEL
COLOR: ANSI 70 GRAY



BOTTOM VIEW

SEE DETAIL "1"
(THIS DRAWING)



DETAIL "1"

BOTTOM VIEW
(CABLE ENTRANCE OPENINGS)

LEGEND:

- A1 -- MINIMUM DISTANCE FOR BUSHING REMOVAL: 28.0" (710 mm)
- A2 -- MINIMUM DISTANCE FOR INTERRUPTER REMOVAL: 85.0" (2159 mm)
- B -- NEMA 4 HOLE TERMINAL PAD
- C -- SF6 DENSITY MONITOR
- D -- SF6 FILL VALVE
- E1 -- CHARGED/DISCHARGE INDICATORS
- E2 -- OPEN/CLOSE INDICATORS & COUNTER
- F -- CABLE ENTRANCE
- G -- RATINGS NAME PLATE (EXTERNAL)
- H -- PRESSURE RELIEF DEVICE
- J -- NEMA 2 GROUND PAD (DIAMETRICALLY OPPOSED)
- K -- LIFTING LOCATIONS
- L -- MECHANISM ACCESS
- M -- BCT NAMEPLATE (INTERNAL)
- N -- EXTERNAL GFI RECEPTACLE

3,249 lbs. (1,474 kg) -- WEIGHT OF BREAKER
76 lbs. (34 kg) -- WEIGHT OF SF6 GAS
1,740 lbs. (790 kg) -- WEIGHT OF BCTs
5,065 lbs. (2,298 kg) -- TOTAL WEIGHT OF BREAKER

TYPE:	DT1-170FK-40-F1
IMPULSE WITHSTAND:	750 kV
MAXIMUM VOLTAGE:	170 kV
INTERRUPTER CURRENT RATING:	40 kA
CURRENT RATING:	1200 A
DIMESIONS:	INCHES mm

NOTES:

- 1) FOUR (4) ø3/4" [19 mm] ANCHOR BOLTS (ASTM A 36 OR GREATER). ANCHOR BOLTS SHOWN FOR INFORMATION ONLY. NOT INCLUDED IN GE SCOPE OF WORK.
- 2) 3.0" [76 mm] MINIMUM PROJECTION ABOVE FOUNDATION.
- 3) ANCHORING TO BE SUPPLIED BY CUSTOMER.
- 4) FOUNDATION TO BE LEVEL WITHIN 0.25" [6 mm] AT FOUR (4) BASEPLATES.
- 5) SHIM AND GROUT AS REQUIRED.
- 6) RATED SEISMIC LEVEL 0.2g OF RRS PER IEEE 693
- 7) OPERATIONAL FORCES IN ANY DIRECTION = 1112N (250 lbf)
- 8) HV TERMINAL STATIC HORIZONTAL FORCE (LONGITUDINAL) = 1250N (281 lbf)
- 9) HV TERMINAL STATIC HORIZONTAL FORCE (TRANSVERSE) = 750N (169 lbf)
- 10) HV TERMINAL STATIC VERTICAL FORCE = 1000N (225 lbf)
- 11) CENTER OF GRAVITY DIMENSIONS ARE APPROXIMATE ONLY. DIMENSIONS CAN VARY DUE TO BUSHINGS, ADDITIONAL BRACING, BCTs AND BREAKER HEIGHT.

					CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 2008109-002 SUBSTATION: SUBSTATION E SERIAL No.: 3334580010001		MATERIAL ID: CCDT1-170FK-F1-001	
REV.	DESCRIPTION	DRAWN	CHECKED	DATE	CUSTOMER EQ. No.:		ORDER No. 333458	
OUTLINE DRAWING		W. HOLT	A. IZVOREAN	04/16/2021	 Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: M333458010	SHT 1 OF 1	
		DRAWN	CHECKED	DATE				

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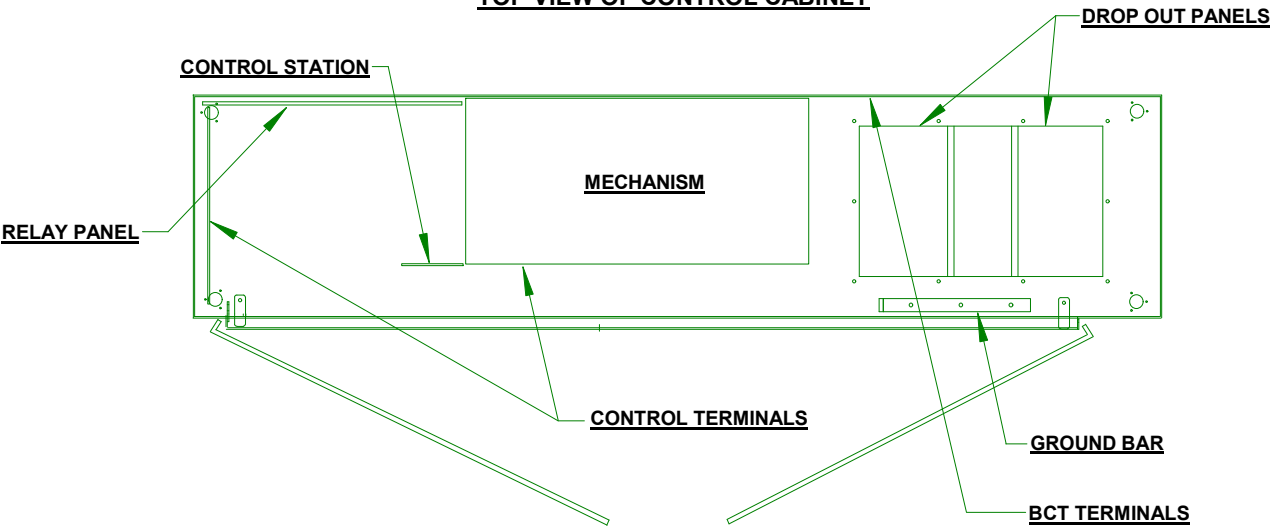
	CIRCUIT BREAKER
	CABINET LIGHT
	COIL
	CONTACT, NORMALLY CLOSED
	CONTACT, NORMALLY OPEN
	CONNECTOR
	DENSITY MONITOR
	DOOR SWITCH
	FUSE BLOCK
	FUSE BLOCK, SLUGGED
	FUSED DISCONNECT
	FUSED DISCONNECT, SLUGGED
	FUSE PULLOUT

	FUSE PULLOUT, SLUGGED
	INDICATOR LIGHT
	KNIFE SWITCH
	MOTOR
	PUSHBUTTON
	RESISTOR/ HEATER
	TERMINAL BLOCK
	TERMINAL BLOCK (AUXILIARY)
	THERMOSTAT
	THERMAL OVERLOAD
	TOGGLE SWITCH
	TRANSFORMER

STANDARD ANSI DESIGNATIONS

01CS BREAKER CONTROL SWITCH
23 THERMOSTAT
23X HEATER CONTACTOR
27X LOSS OF POWER RELAY
30 ANNUNCIATOR
37 UNDERCURRENT ALARM
43L/R LOCAL REMOTE TRANSFER SWITCH
49 MOTOR THERMAL OVERLOAD
52a,b BREAKER AUXILIARY SWITCH
52C CLOSE PUSHBUTTON
52CC BREAKER CLOSE COIL
52T TRIP PUSHBUTTON
52TC BREAKER TRIP COIL
52X CLOSING RELAY
52Y ANTIPUMP RELAY
52-MON BREAKER CONDITION MONITOR
63G SF6 PRESSURE / DENSITY GAUGE
63GX SF6 PRESSURE / DENSITY RELAY
69 PERMISSIVE CONTROL SWITCH
69-KI KEY INTERLOCK
74CC CLOSE COIL MONITOR
74TC TRIP COIL MONITOR
79X RECLOSE DELAY RELAY
83X MOTOR TRANSFER CONTACTOR
88 MOTOR
88F MOTOR FAILURE ALARM
88LS MOTOR LIMIT SWITCH
AIL AMBER INDICATOR LIGHT
GIL GREEN INDICATOR LIGHT
HTR HEATER
RIL RED INDICATOR LIGHT

TOP VIEW OF CONTROL CABINET



WIRING KEY

28	ES:14		ES:A1
SOURCE PIN NUMBER	DESTINATION DEVICE DESIGNATION	DESTINATION PIN NUMBER	SECOND DESTINATION IF APPLICABLE

4

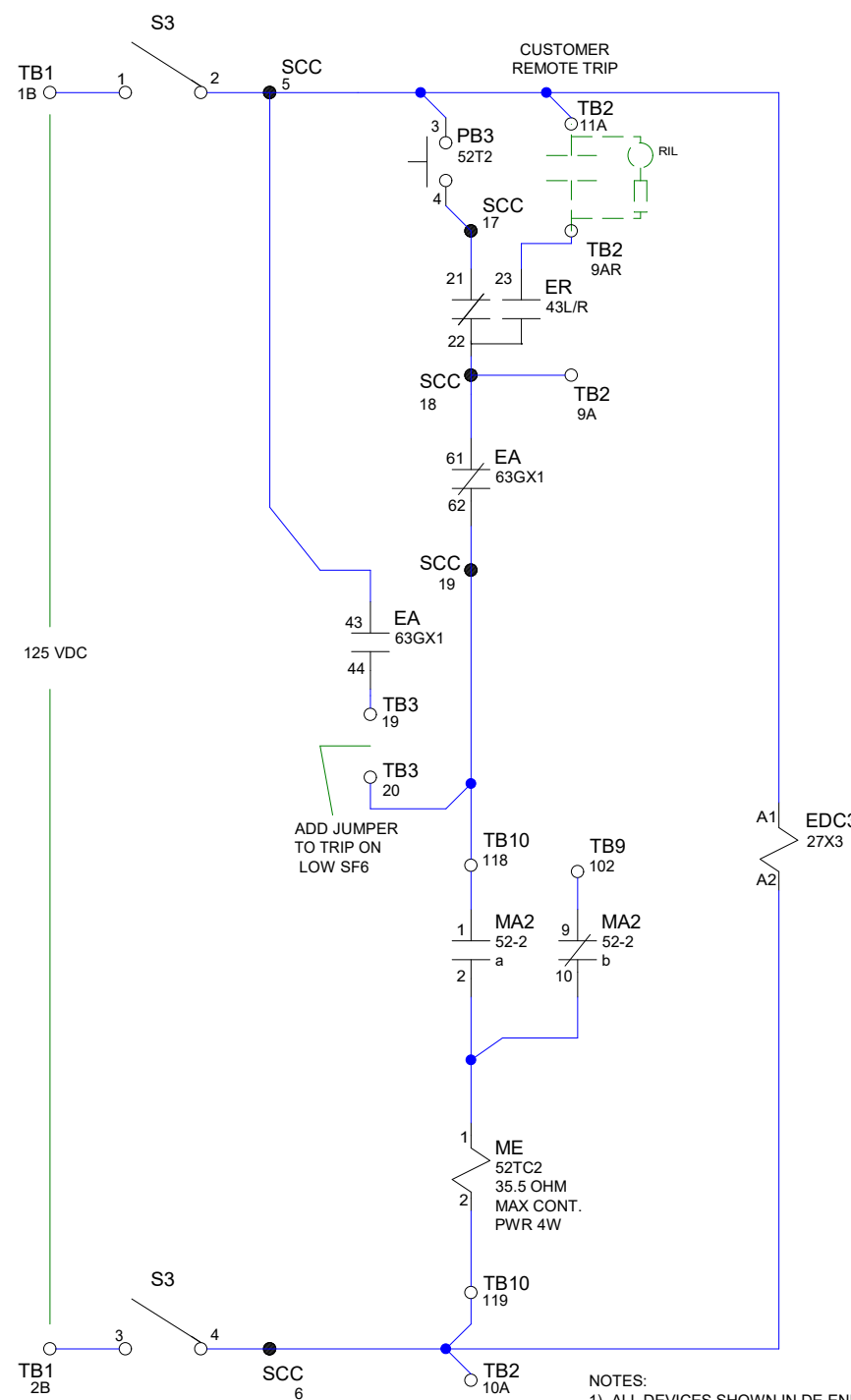
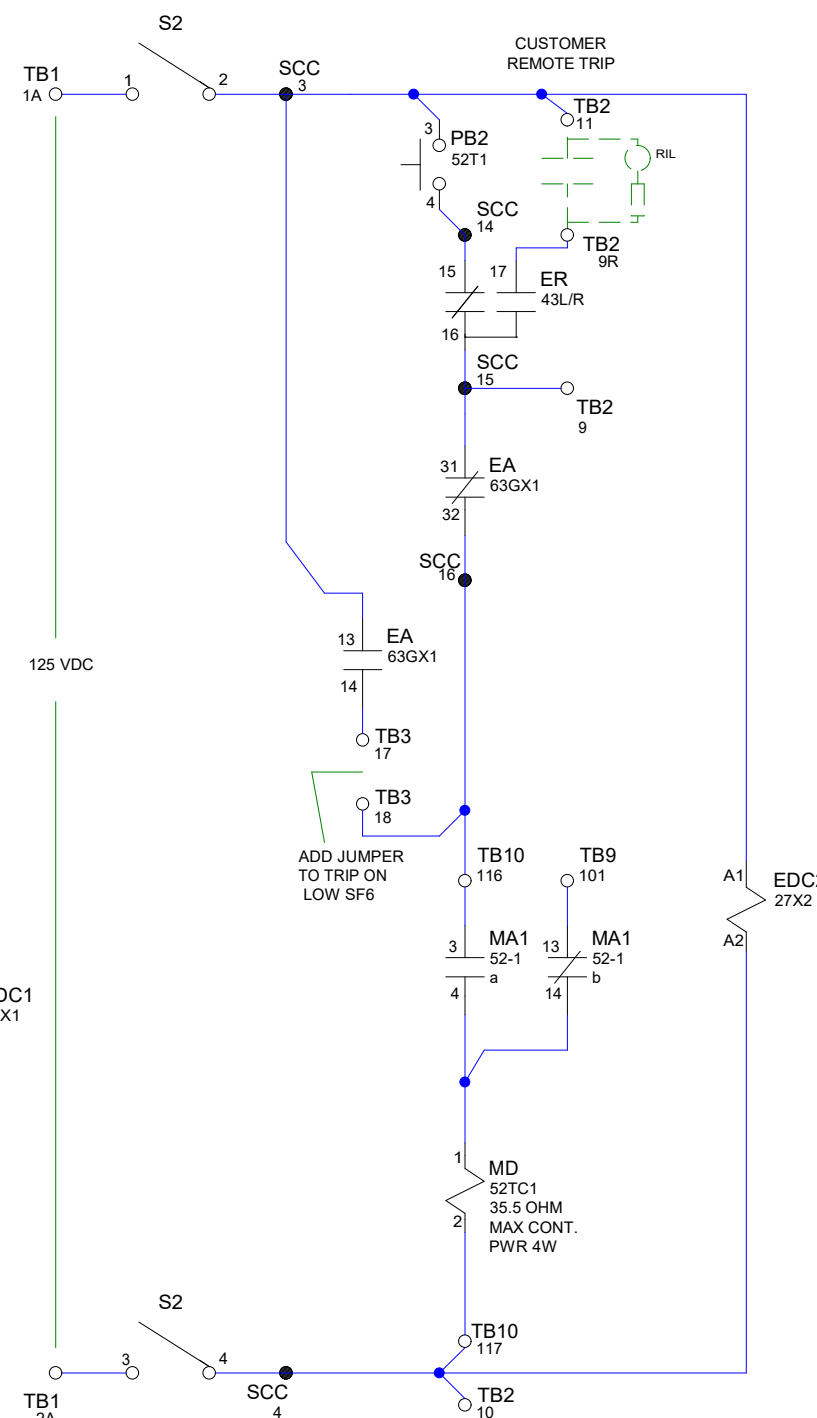
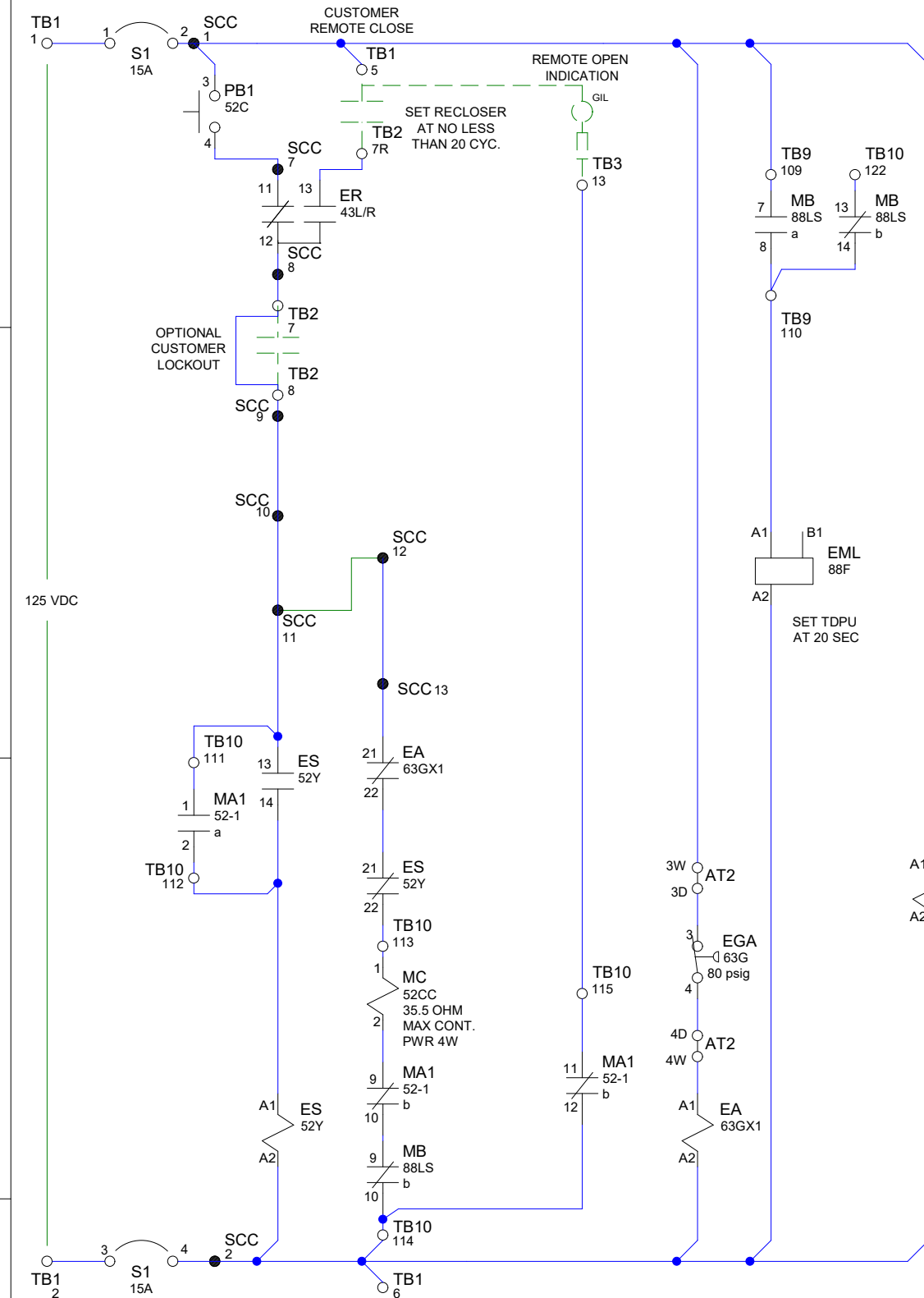
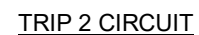
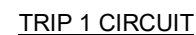
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
LEGEND			A.Izvorean	N.Buzzard	04/16/2021
			DRAWN	CHECKED	DATE

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NOTES:

- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
- 2) BREAKER SHOWN IN OPEN POSITION
- 3) SF6 SHOWN AT ZERO PRESSURE
- 4) CLOSING SPRING SHOWN IN CHARGED POSITION
- 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
- 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
DC CONTROL SCHEMATIC			A.Izvorean	N.Buzzard	04/16/2021
			DRAWN	CHECKED	DATE

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
333458

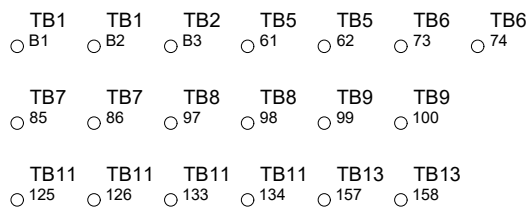
CUSTOMER EQ. No.:



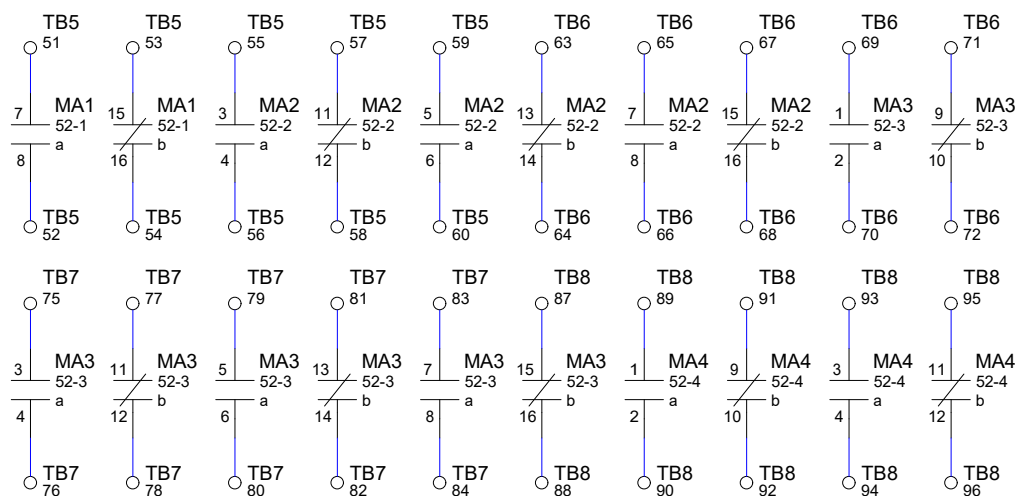
Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 2 OF 13

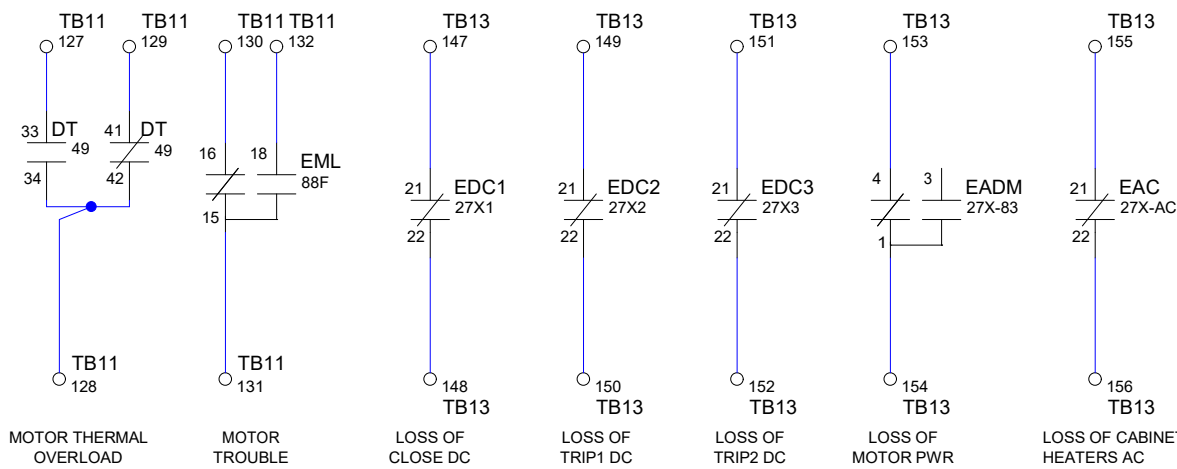
SPARE TERMINAL BLOCKS FOR CUSTOMER USE

SPARE AUXILIARY SWITCHES FOR CUSTOMER USE



The image displays four distinct wiring schematics for a gas valve, each representing a different control configuration. Each schematic shows a vertical line representing the gas valve's internal wiring, with terminals labeled at the top and bottom. Various components like relays (AT2, EGA), switches (63G), and solenoids (6D, 6W) are connected to these terminals. The terminal labels include TB3, TB11, and specific numbers (21, 23, 25, 27, 123, 22, 24, 26, 124). The components are labeled with their respective ratings or types, such as 5W, 5D, 1W, 1D, 6D, 6W, 63G, 80 psig, 85 psig, 43L/R, and 63GX1.

Wiring Configuration	Terminal 1 (Top)	Terminal 2 (Bottom)	Intermediate Terminals	Components
LOW GAS LOCKOUT	TB3 21	TB3 22	5W, 5D, 5, 6	AT2, EGA 63G 80 psig, AT2
LOW GAS ALARM	TB3 23	TB3 24	1W, 1D, 1, 2	AT2, EGA 63G 85 psig, AT2
LOCAL/REMOTE SWITCH	TB3 25	TB3 26	31, 32, 33	ER 43L/R
LOW GAS LOCKOUT	TB11 123	TB11 124	53, 54	EA 63GX1



NOTES:

- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
- 2) BREAKER SHOWN IN OPEN POSITION
- 3) SF6 SHOWN AT ZERO PRESSURE
- 4) CLOSING SPRING SHOWN IN CHARGED POSITION
- 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
- 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

						CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 2008109-002 SUBSTATION: SUBSTATION E SERIAL No.: 3334580010001		MATERIAL ID: CCDT1-170FK-F1-001
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021			ORDER No. 333458
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE	CUSTOMER EQ. No.:		
MOTOR CIRCUIT AND ALARMS			A.Izvorean	N.Buzzard	04/16/2021	 Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E333458010	SHT 3 OF 13
			DRAWN	CHECKED	DATE			

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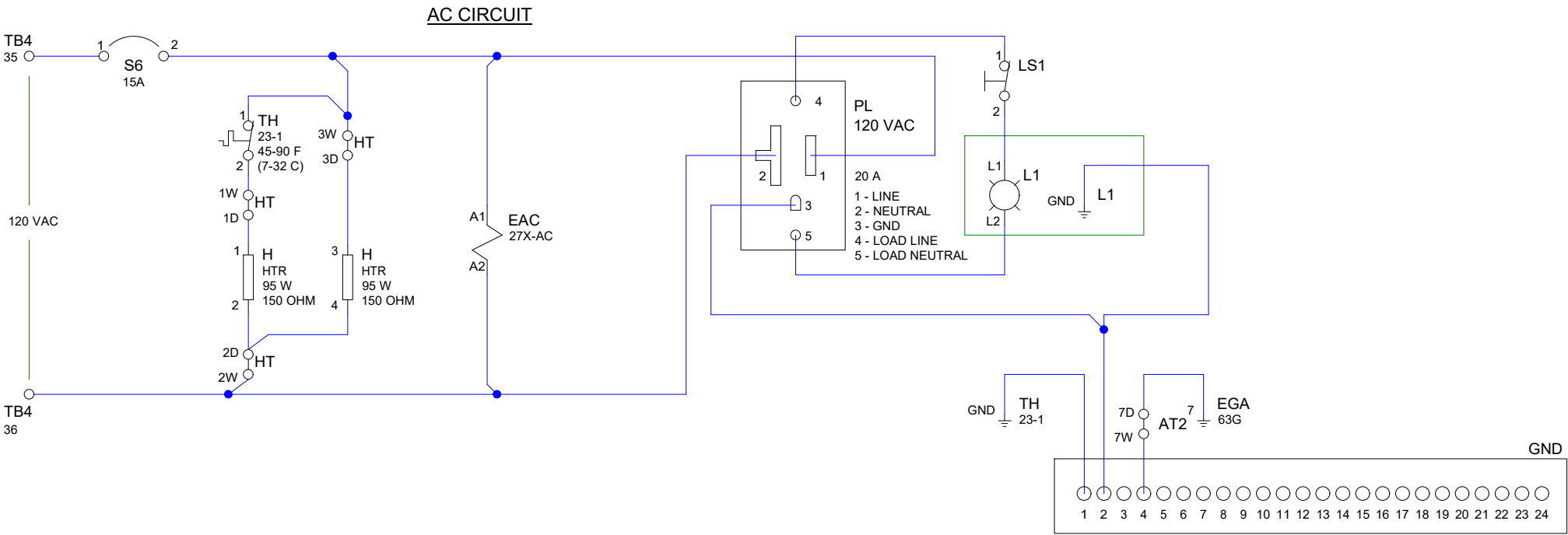
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- NOTES:
- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
 - 2) BREAKER SHOWN IN OPEN POSITION
 - 3) SF6 SHOWN AT ZERO PRESSURE
 - 4) CLOSING SPRING SHOWN IN CHARGED POSITION
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1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
AC SCHEMATIC			A.Izvorean	N.Buzzard	04/16/2021
			DRAWN	CHECKED	DATE

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 2008109-002 SUBSTATION: SUBSTATION E SERIAL No.: 3334580010001		MATERIAL ID: CCDT1-170FK-F1-001	
		ORDER No. 333458	
		SHT 4 OF 13	
CUSTOMER EQ. No.:		DRAWING No.: E333458010	
		Grid Solutions One Power Lane Charleroi, PA 15022	

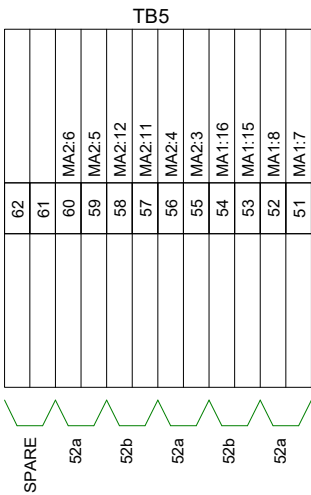
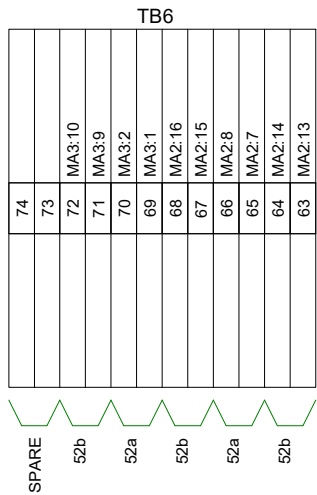
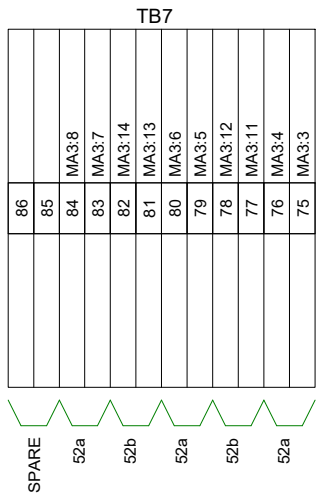
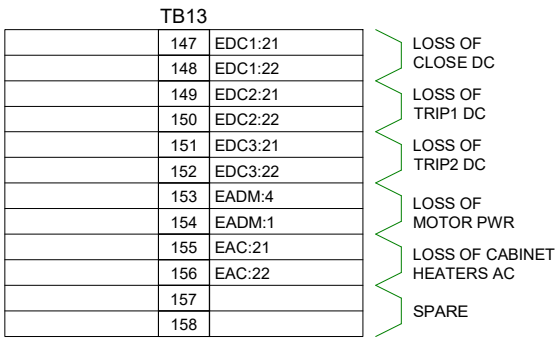
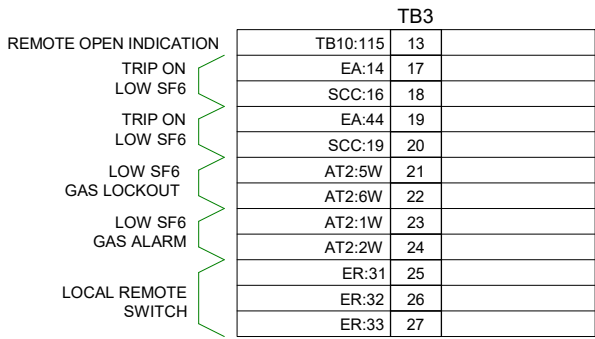
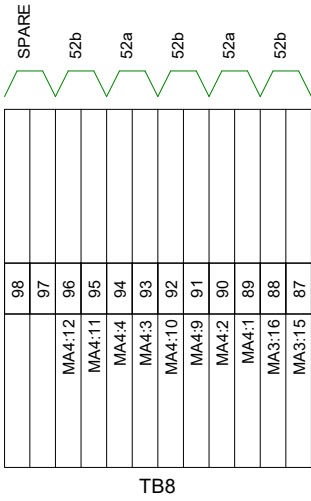
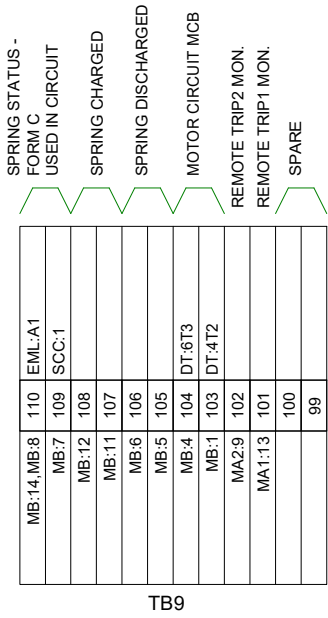
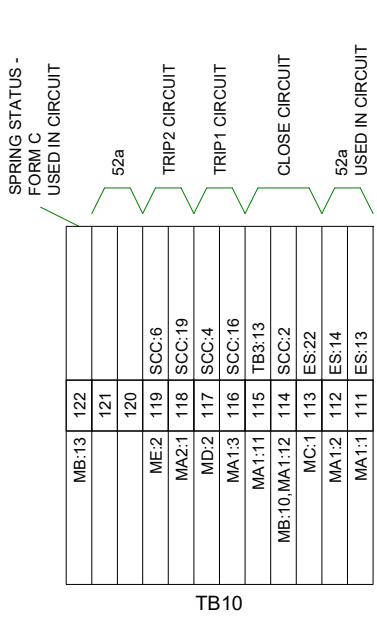
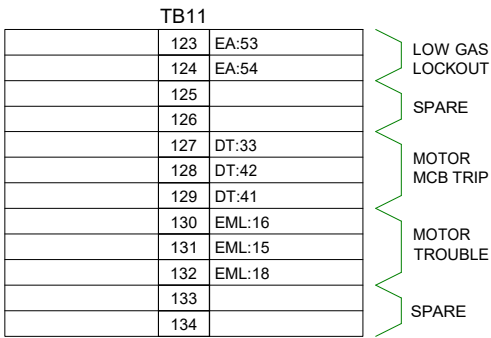
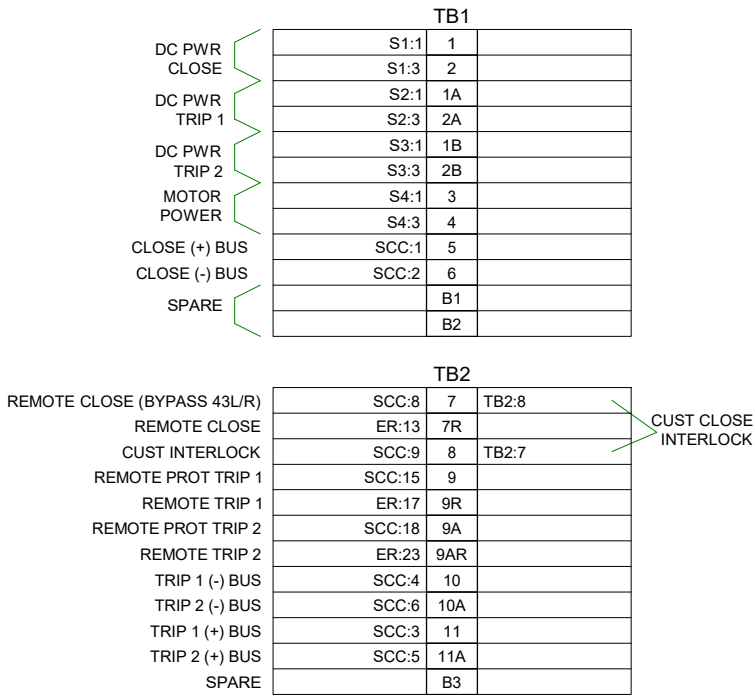
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TERMINAL BLOCK WIRING



- NOTES:
- 1) DC WIRING TO BE 14GA GRAY SIS VW1
 - 2) AC WIRING TO BE 12GA GRAY SIS VW1
 - 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
 - 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
 - 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
 - 6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
333458

TERMINAL BLOCK WIRING DIAGRAM

A

B

C

D



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 5 OF 13

1	Added loss of power relays, revised overcurrent protection devices.
REV.	DESCRIPTION

217796323
ECN NO.

W.Holt	A.Izvorean	05/05/2021
DRAWN BY	CHECKED	DATE
A.Izvorean	N.Buzzard	04/16/2021
DRAWN	CHECKED	DATE

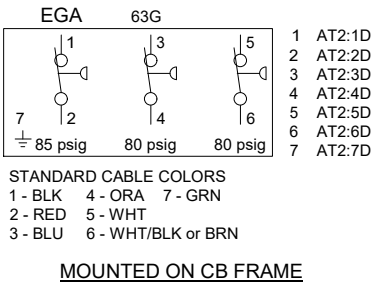
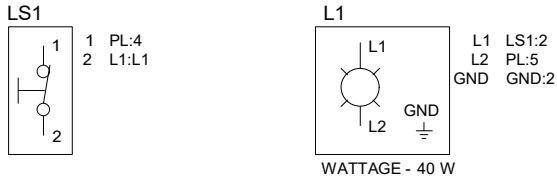
CUSTOMER EQ. No.:

A

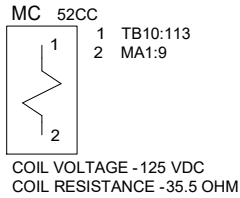
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C

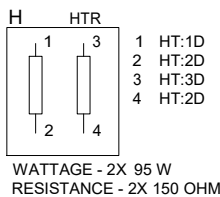
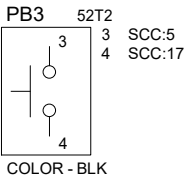
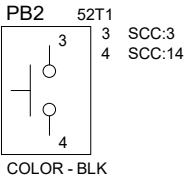
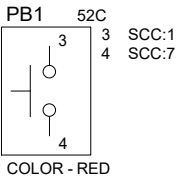
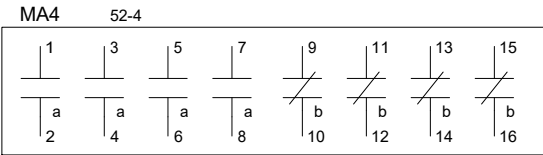
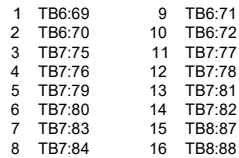
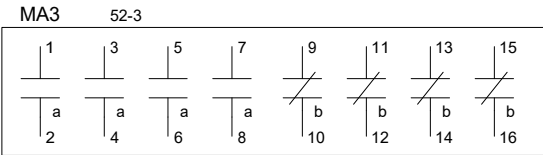
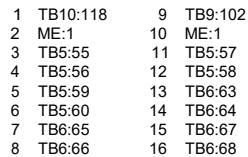
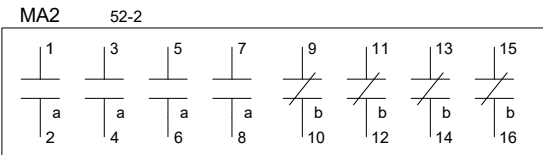
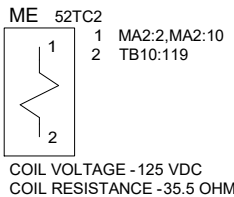
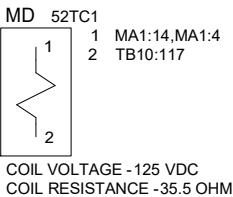
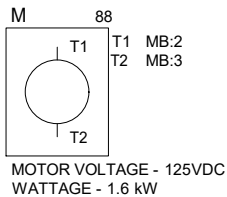
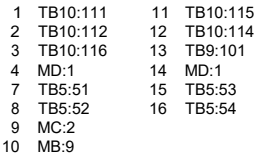
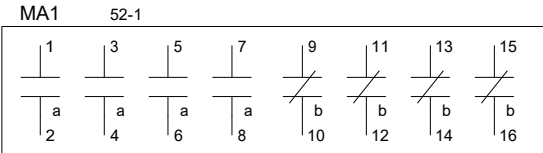
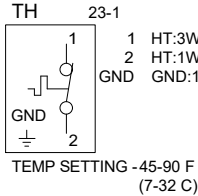
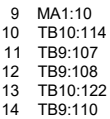
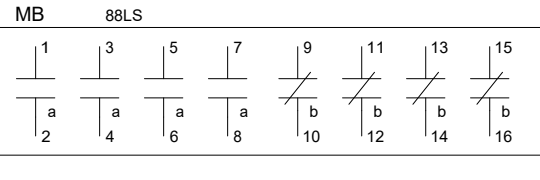
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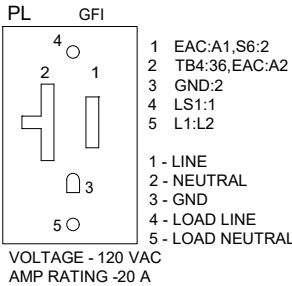
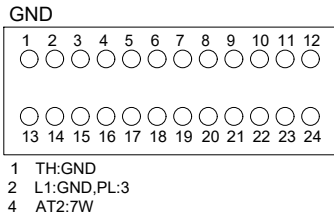
MECHANISM WIRING



DECK	CONTACTS FRONT END	SWITCH POSITION	
		LOCAL	REMOTE
1	12°	X	
	13°		X
	16°	X	X
2	22°	X	
	23°		X
	26°	X	X
3	32°	X	
	33°		X
	36°	X	X



HT			
H:1	1D	1W	TH:2
H:4,H:2	2D	2W	TB4:36
H:3	3D	3W	S6:2,TH:1
	4D	4W	
	5D	5W	
	6D	6W	



- NOTES:
- 1) DC WIRING TO BE 14GA GRAY SIS VW1
 - 2) AC WIRING TO BE 12GA GRAY SIS VW1
 - 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
 - 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
 - 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
 - 6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001

MATERIAL ID:

CCDT1-170FK-F1-001

ORDER No.

333458

MECHANISM AND CONTROL STATION WIRING DIAGRAM

A.Izvorean

N.Buzzard

04/16/2021

DRAWN

CHECKED

DATE



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 6 OF 13

1

2

3

4

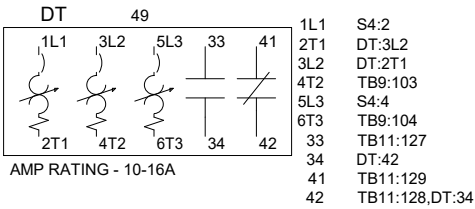
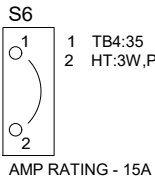
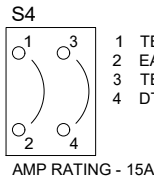
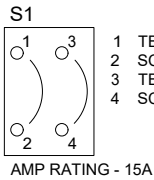
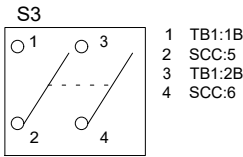
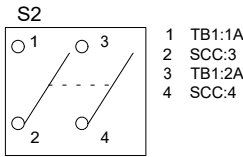
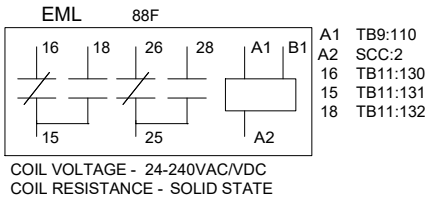
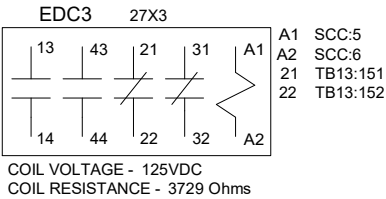
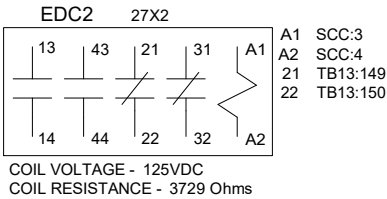
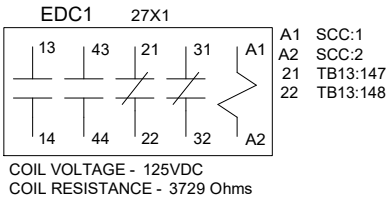
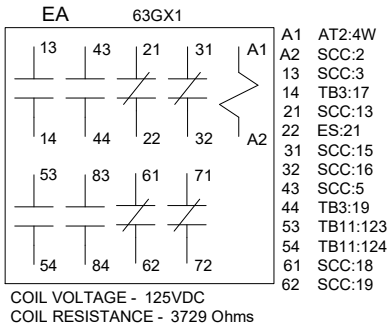
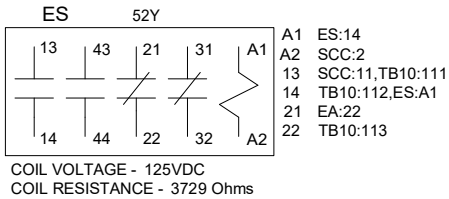
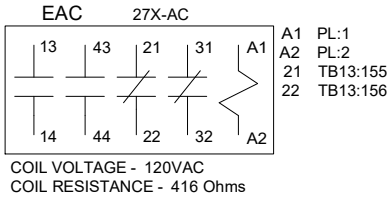
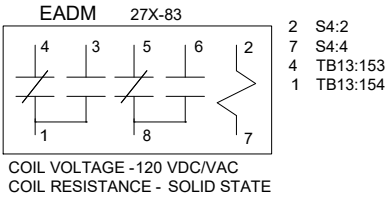
1

2

3

4

SCC	1	PB1:3,AT2:3W,EDC1:A1,TB9:109,TB1:5,S1:2
	2	EDC1:A2,TB10:114,TB1:6,EA:A2,EML:A2,ES:A2,S1:4
	3	EA:13,PB2:3,EDC2:A1,TB2:11,S2:2
	4	TB10:117,TB2:10,EDC2:A2,S2:4
	5	EA:43,PB3:3,EDC3:A1,TB2:11A,S3:2
	6	TB2:10A,TB10:119,EDC3:A2,S3:4
	7	ER:11,PB1:4
	8	TB2:7,ER:12
	9	SCC:10,TB2:8
	10	SCC:11,SCC:9
	11	ES:13,SCC:10
	12	SCC:13
	13	EA:21,SCC:12
	14	PB2:4,ER:15
	15	TB2:9,ER:16,EA:31
	16	EA:32,TB3:18,TB10:116
	17	PB3:4,ER:21
	18	EA:61,TB2:9A,ER:22
	19	TB3:20,TB10:118,EA:62



AT2			
TB3:23	1W	1D	EGA:1
TB3:24	2W	2D	EGA:2
SCC:1	3W	3D	EGA:3
EA:A1	4W	4D	EGA:4
TB3:21	5W	5D	EGA:5
TB3:22	6W	6D	EGA:6
GND:4	7W	7D	EGA:7

- NOTES:
- 1) DC WIRING TO BE 14GA GRAY SIS VW1
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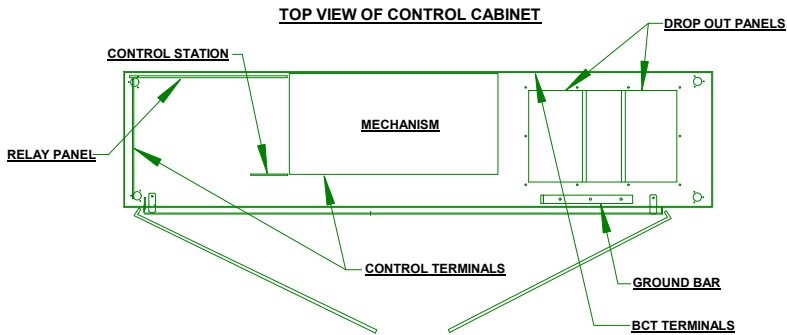
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						ORDER No. 333458
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021	
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE	CUSTOMER EQ. No.:
RELAY PANEL WIRING DIAGRAM			A.Izvorean	N.Buzzard	04/16/2021	 Grid Solutions One Power Lane Charleroi, PA 15022
			DRAWN	CHECKED	DATE	
						DRAWING No.: E333458010
						SHT 7 OF 13

A

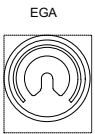
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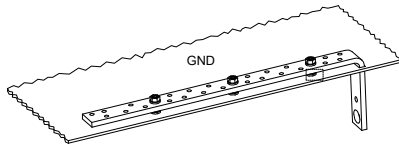
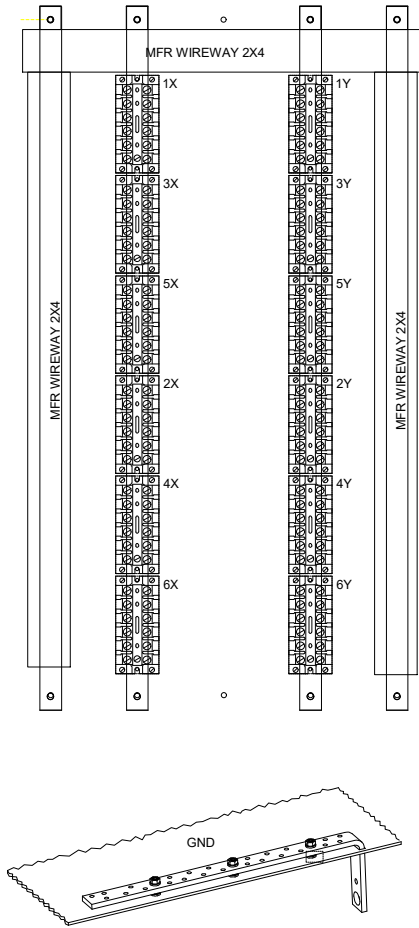
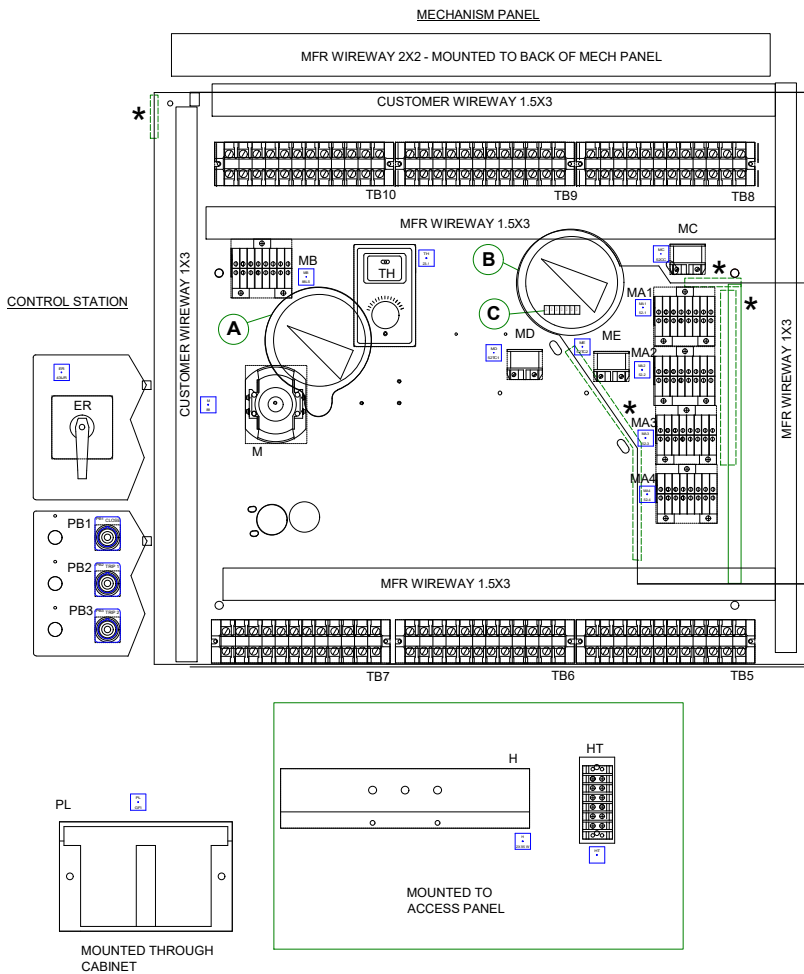
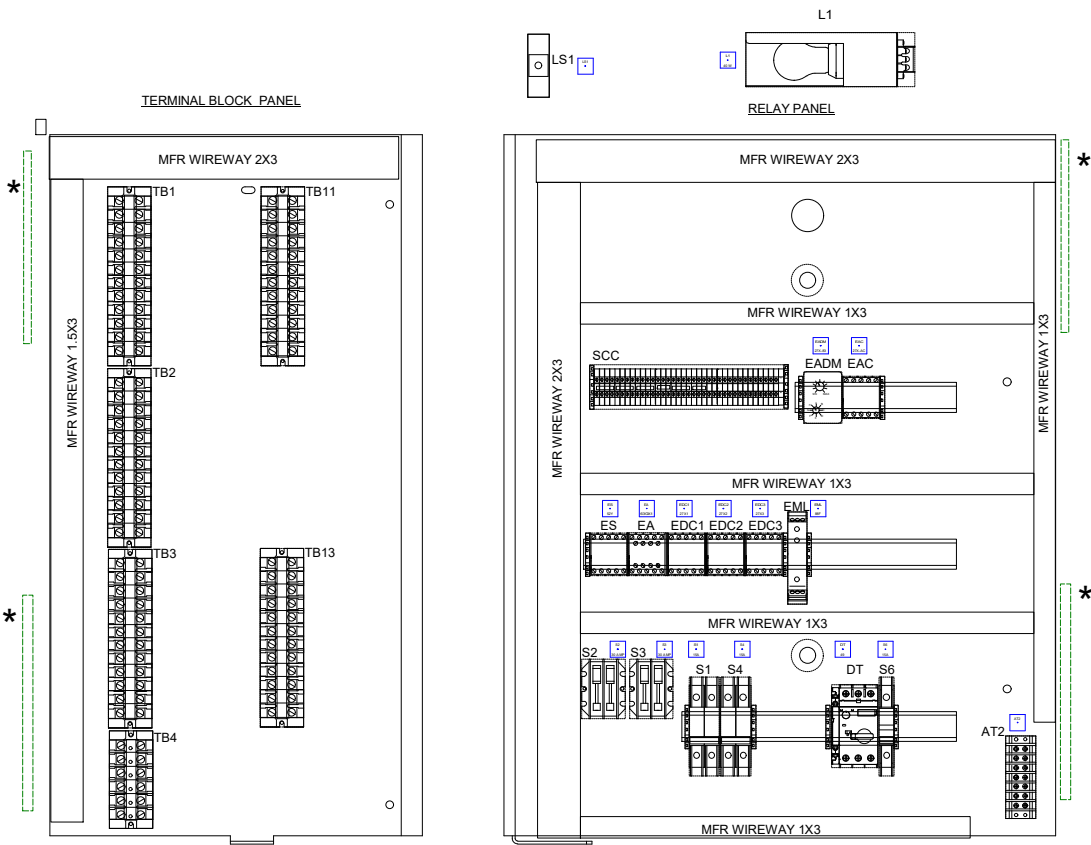
D



MANUFACTURING NOTES:
1) DEVICES TO BE MARKED WITH ENGRAVED PLASTIC TAGS.
2) DIN RAIL TO BE PER SPEC 1_415_881.
3) POSITION INDICATOR TAGS ATTACHED WITH STAINLESS STEEL SCREWS.
4) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR.
5) MECHANISM OPERATION COUNTER TO INCREMENT ON CB OPENING.



- A - CHARGE / DISCHARGE INDICATOR
- B - OPEN / CLOSE INDICATOR
- C - OPERATIONS COUNTER



CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
333458

COMPONENT LAYOUT

A

B

C

D

CUSTOMER EQ. No.:



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 8 OF 13

W.Holt	A.Izvorean	05/05/2021
DRAWN BY	CHECKED	DATE
A.Izvorean	N.Buzzard	04/16/2021
DRAWN	CHECKED	DATE

1	Added loss of power relays, revised overcurrent protection devices.
REV.	DESCRIPTION

217796323
ECN NO.

A

B

C

D

BCT WIRING

1X			1Y		
1X-X1	1X1			1Y1	1Y-X1
1X-X2	1X2			1Y2	1Y-X2
1X-X3	1X3			1Y3	1Y-X3
1X-X4	1X4			1Y4	1Y-X4
1X-X5	1X5			1Y5	1Y-X5
GND	GND			GND	GND

3X			3Y		
3X-X1	3X1			3Y1	3Y-X1
3X-X2	3X2			3Y2	3Y-X2
3X-X3	3X3			3Y3	3Y-X3
3X-X4	3X4			3Y4	3Y-X4
3X-X5	3X5			3Y5	3Y-X5
GND	GND			GND	GND

5X			5Y		
5X-X1	5X1			5Y1	5Y-X1
5X-X2	5X2			5Y2	5Y-X2
5X-X3	5X3			5Y3	5Y-X3
5X-X4	5X4			5Y4	5Y-X4
5X-X5	5X5			5Y5	5Y-X5
GND	GND			GND	GND

2X			2Y		
2X-X1	2X1			2Y1	2Y-X1
2X-X2	2X2			2Y2	2Y-X2
2X-X3	2X3			2Y3	2Y-X3
2X-X4	2X4			2Y4	2Y-X4
2X-X5	2X5			2Y5	2Y-X5
GND	GND			GND	GND

4X			4Y		
4X-X1	4X1			4Y1	4Y-X1
4X-X2	4X2			4Y2	4Y-X2
4X-X3	4X3			4Y3	4Y-X3
4X-X4	4X4			4Y4	4Y-X4
4X-X5	4X5			4Y5	4Y-X5
GND	GND			GND	GND

6X			6Y		
6X-X1	6X1			6Y1	6Y-X1
6X-X2	6X2			6Y2	6Y-X2
6X-X3	6X3			6Y3	6Y-X3
6X-X4	6X4			6Y4	6Y-X4
6X-X5	6X5			6Y5	6Y-X5
GND	GND			GND	GND

CT WIRING NOTES:
1) LEADS TO BE TERMINATED WITH INSULATED TYPE LUGS.
2) ALL CT LEADS ARE TO BE SHORTED BEFORE SHIPMENT. IF TERMINAL BLOCKS ARE NOT EQUIPPED WITH INTEGRATED SHORTING BARS - SHORTING TO BE ACCOMPLISHED WITH 10GA GRAY SIS VW1 WIRE JUMPERS. WHT-BLK-GND.
(IF LEADS ARE NOT COLOR CODED SHORT THE FIRST LEAD-THE LAST LEAD-GROUND)
3) ALL BCT LEADS ARE 10GA WIRE.
4) ALL GROUND WIRES ARE 10GA GREEN SIS WIRE.

BCT NAMEPLATE

56

34

12

CT MFR:
GENERAL ELECTRIC

BUSHING	1	2	3	4	5	6
UPPER	X	X	X	X	X	X
LOWER	Y	Y	Y	Y	Y	Y

X1 X2 X3 X4 X5

RATIO: 1200:5MR
ACCURACY: C800@1200:5
FREQUENCY: 60Hz
RATING FACTOR: 2.0
ID #: CC417048-10015G
POSITION: 1X ~ 6X, 1Y ~ 6Y

X2-X3	100:5
X1-X2	200:5
X1-X3	300:5
X4-X5	400:5
X3-X4	500:5
X2-X4	600:5
X1-X4	800:5
X3-X5	900:5
X2-X5	1000:5
X1-X5	1200:5

BCT NAMEPLATE NOTES:
1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
2) NAMEPLATE LOCATION: INTERNAL
3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1_416_218_P3/4.
4) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
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CCDT1-170FK-F1-001

ORDER No.
333458

BCT WIRING DIAGRAM & NAMEPLATE



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 10 OF 13

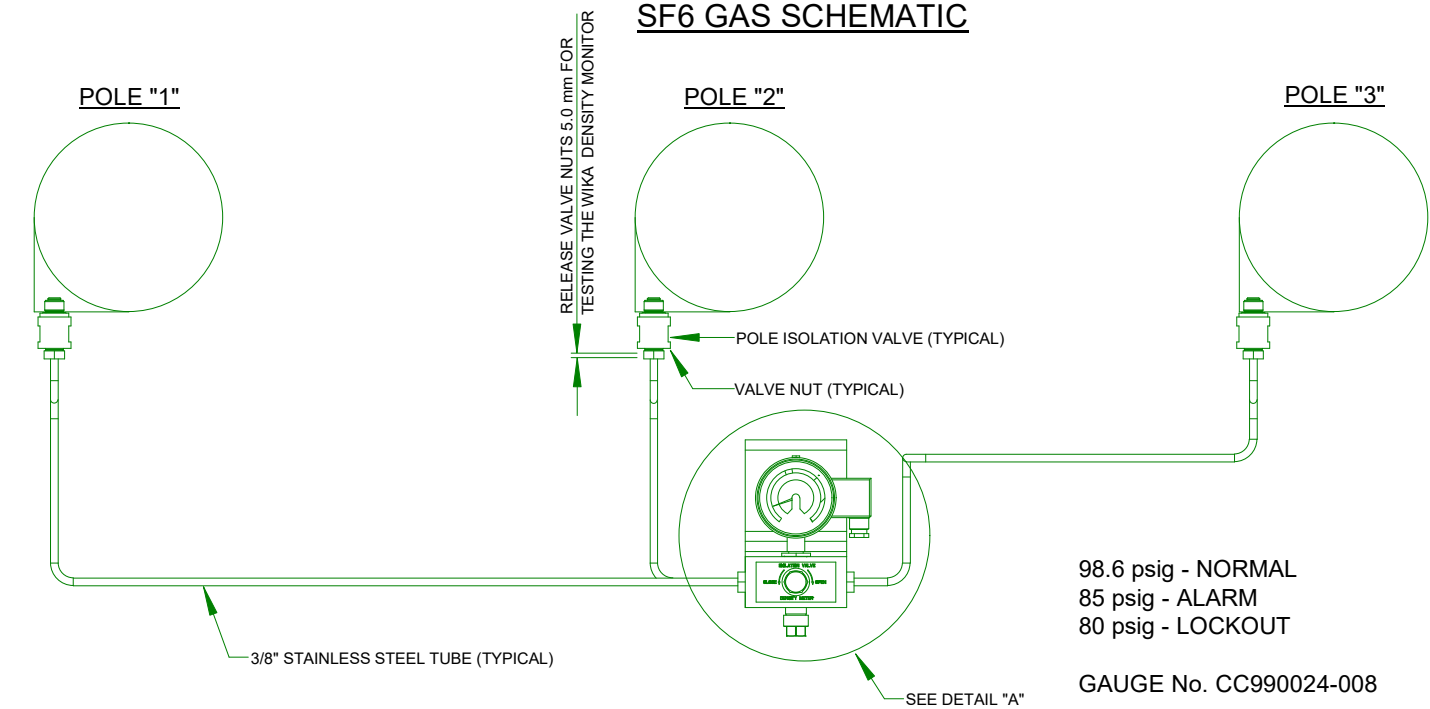
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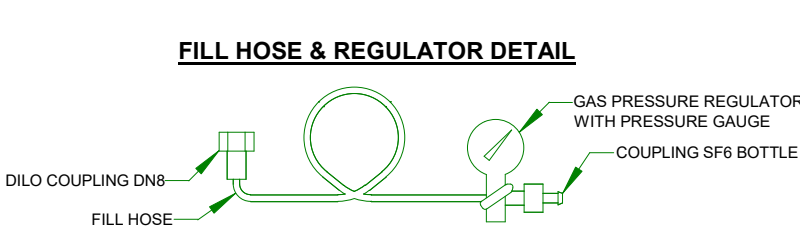
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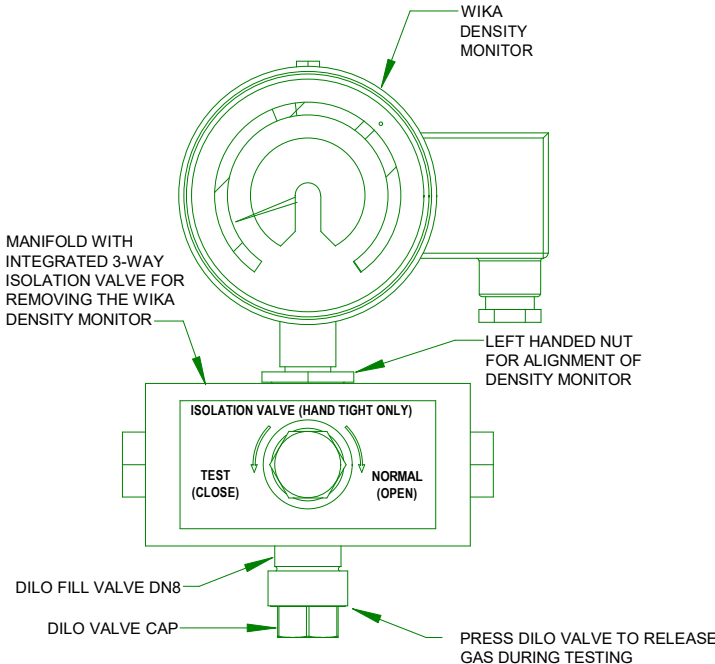
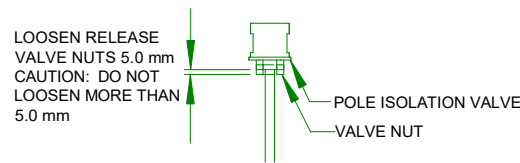
SF6 GAS SCHEMATIC



FILL HOSE & REGULATOR DETAIL



POLE ISOLATION VALVE DETAIL



- NOTES:
- 1) ALL TUBING IS 3/8" STAINLESS.
 - 2) GAS SAMPLING CAN BE DONE THROUGH FILL VALVE.
 - 3) POLE ISOLATION VALVES USED TO ISOLATE TANK FROM GAS PIPING.
 - 4) PRESSURE SWITCHES ARE LOCATED INSIDE THE DENSITY GAUGE HOUSING

RATINGS NAMEPLATE

	TYPE: DT1-170FK-40-F1	CUSTOMER P.O.: 2008109-002
	SERIAL NUMBER:	ORDER NUMBER: 333458
	MANUFACTURE DATE:	PARTS LIST No.: 333458-010
		WIRING DIAGRAM: E333458010
		INSTRUCTION BOOK No.: IB-DT12FK
RATED MAXIMUM VOLTAGE 170 kV	RATED INTERRUPTING TIME 3.0 CYCLES	SF6 PRESSURE (@ 20° C / 68° F) RELATIVE PRESSURE
RATED VOLTAGE RANGE FACTOR (K) 1.0	RATED SHORT CIRCUIT CURRENT -TERMINAL FAULT 40 kA	-NORMAL OPERATING PRESSURE 98.6 psig
RATED FREQUENCY 60 Hz	-90% SLF WITH 0nFL_g CAPACITANCE (WITHIN 100m) 40 kA	-LOW PRESSURE ALARM 85 psig
DUTY CYCLE O-0.3s-CO-15s-CO	-FIRST-POLE-TO-CLEAR FACTOR 1.3	-MINIMUM PRESSURE 80 psig
RATED CONTINUOUS CURRENT 1200 A	TEMPERATURE RANGE -30° C to +50° C	WEIGHT OF GAS 76 lbs
CAPACITANCE CURRENT SWITCHING -VOLTAGE FACTOR 1.2 -LINE CHARGING 160 A -ISOLATED BANK 400 A -BACK-TO-BACK 400 A -INRUSH PEAK 20 kA -INRUSH FREQUENCY 4250 Hz	SHORT CIRCUIT CURRENT WITHSTAND DURATION 3s	TOTAL WEIGHT 5,065 lbs
	% DC COMPONENT 51%	MECHANISM TYPE FK3-1/131 SPRING
OUT-OF-PHASE SWITCHING 10 kA	FULL WAVE IMPULSE WITHSTAND 750 kV	CONTROL VOLTAGE -CLOSING 125VDC, 3.5A -TRIPPING (EACH) 125VDC, 3.5A -MOTOR 125VDC, 1.6kW -SPACE HEATER 120VAC, 190W
	SWITCHING IMPULSE WITHSTAND -TERMINAL-TO-GROUND N/A -TERMINAL-TO-TERMINAL N/A	
ONE POWER LANE CHARLEROI, PA 15022		DESIGNED AND MANUFACTURED IN USA

- RATINGS NAMEPLATE NOTES:
- 1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
 - 2) NAMEPLATE LOCATION: EXTERNAL
 - 3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1_416_218_P1/P2
 - 4) MANUFACTURE DATE AND SERIAL NUMBER ARE TO BE FILLED IN BY NAMEPLATE VENDOR PRIOR TO ENGRAVING
 - 5) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

1

2

3

4

1

2

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4

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001

MATERIAL ID:
CCDT1-170FK-F1-001

ORDER No.
333458

RATINGS NAMEPLATE - GAS SCHEMATIC

A.Izvorean
N.Buzzard
CHECKED
DATE



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 11 OF 13

A

B

C

D

A

B

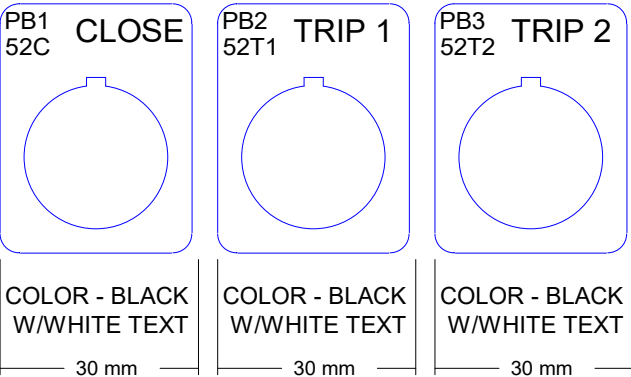
C

D

DEVICE TAGS

AT2 •	EA • 63GX1	DT • 49	ES • 52Y	H • 2X 95 W	HT •	L1 • 40 W
LS1 •	M • 88	MA1 • 52-1	MA2 • 52-2	MA3 • 52-3	MA4 • 52-4	MB • 88LS
MC • 52CC	MD • 52TC1	ME • 52TC2	PL • GFI	S1 • 15A	S2 • 30 AMP	S3 • 30 AMP
S4 • 15A	S6 • 15A	TH • 23-1	EML • 88F	ER • 43L/R	EADM • 27X-83	EDC1 • 27X1
EDC2 • 27X2	EDC3 • 27X3	EAC • 27X-AC				

DEVICE TAG NOTES:
1) TAG MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS
2) TAG DIMENSIONS AS PER FABRICATION
DRAWING 1_417_376_P1.



TERMINAL BLOCK MARKER STRIPS

TB1 1 ○	TB2 7 ○	TB3 13 ○	TB5 51 ○	TB6 63 ○	TB7 75 ○	TB8 87 ○	TB9 99 ○	TB10 111 ○	TB11 123 ○	TB13 147 ○
2	7R	17	52	64	76	88	100	112	124	148
1A	8	18	53	65	77	89	101	113	125	149
2A	9	19	54	66	78	90	102	114	126	150
1B	9R	20	55	67	79	91	103	115	127	151
2B	9A	21	56	68	80	92	104	116	128	152
3	9AR	22	57	69	81	93	105	117	129	153
4	10	23	58	70	82	94	106	118	130	154
5	10A	24	59	71	83	95	107	119	131	155
6	11	25	60	72	84	96	108	120	132	156
○	○	○	○	○	○	○	○	○	○	
B1 ○	11A	26	61	73	85	97	109	121	133	157
○	○	○	○	○	○	○	○	○	○	
○	○	○	○	○	○	○	○	○	○	
B2	B3	27	62	74	86	98	110	122	134	158
P4	P4	P4	P4	P4	P4	P4	P4	P4	P4	P4

TERMINAL MARKER STRIP NOTES:
1) STRIP MATERIAL: PLASTIC - BLACK WITH WHITE LETTERS
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION
DRAWING 1_417_376_P... (SEE P#S FOR EACH STRIP)

BCT TERMINAL BLOCK MARKER STRIPS

○ 1X 1X1	○ 2X 2X1	○ 3X 3X1	○ 4X 4X1	○ 5X 5X1	○ 6X 6X1
1X2	2X2	3X2	4X2	5X2	6X2
1X3	2X3	3X3	4X3	5X3	6X3
1X4	2X4	3X4	4X4	5X4	6X4
1X5	2X5	3X5	4X5	5X5	6X5
GND	GND	GND	GND	GND	GND
○	○	○	○	○	○
P8	P8	P8	P8	P8	P8
○ 1Y 1Y1	○ 2Y 2Y1	○ 3Y 3Y1	○ 4Y 4Y1	○ 5Y 5Y1	○ 6Y 6Y1
1Y2	2Y2	3Y2	4Y2	5Y2	6Y2
1Y3	2Y3	3Y3	4Y3	5Y3	6Y3
1Y4	2Y4	3Y4	4Y4	5Y4	6Y4
1Y5	2Y5	3Y5	4Y5	5Y5	6Y5
GND	GND	GND	GND	GND	GND
○	○	○	○	○	○
P8	P8	P8	P8	P8	P8

BCT TERMINAL MARKER STRIP NOTES:
1) STRIP MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION
DRAWING 1_417_376_P... (SEE P#S FOR EACH STRIP)

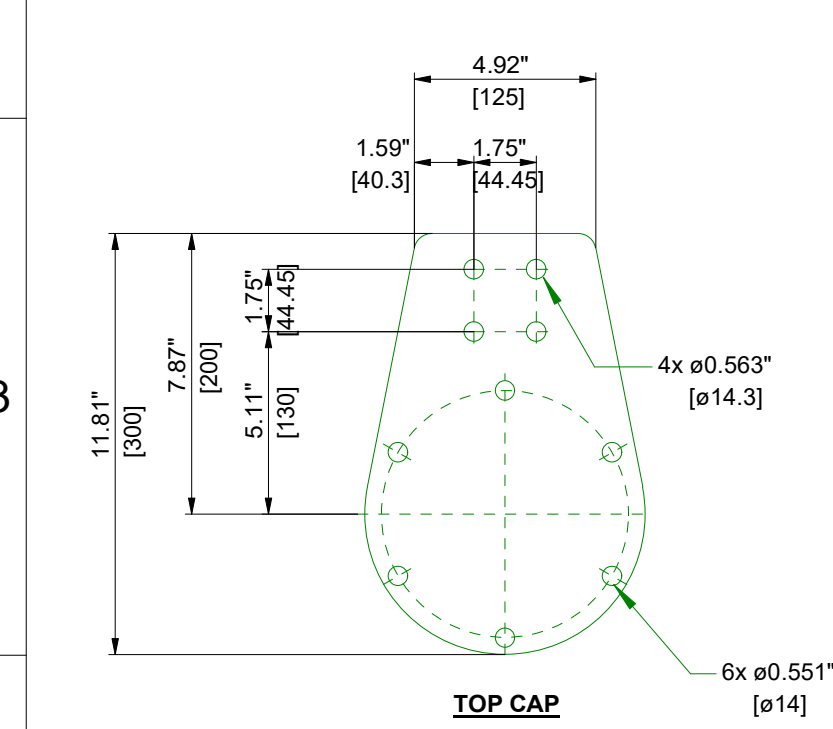
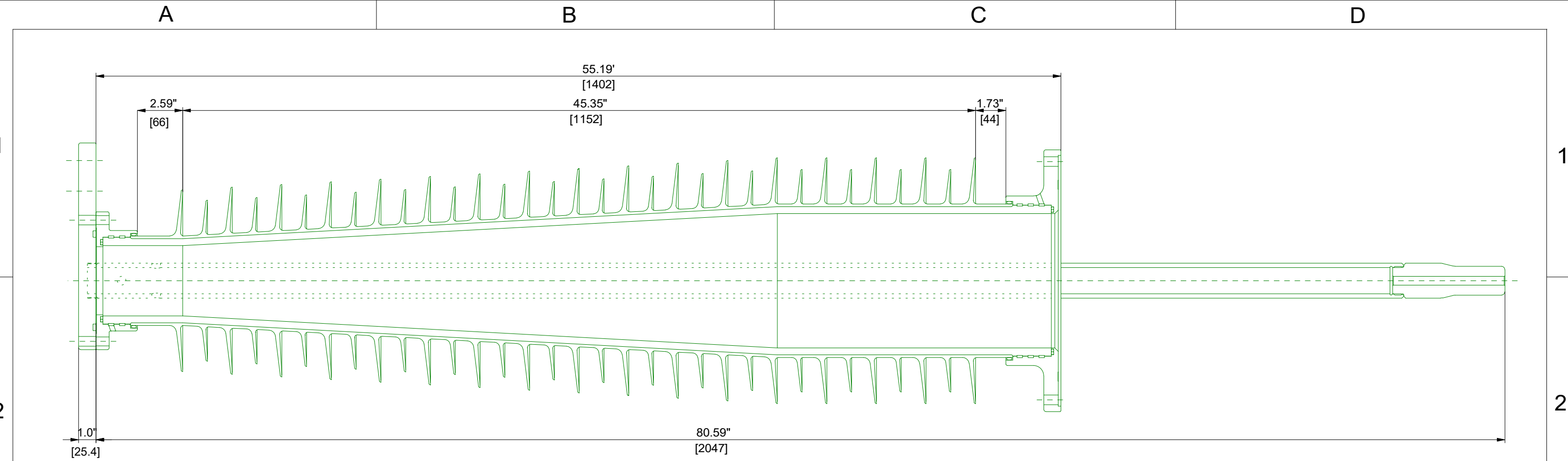
CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 2008109-002 SUBSTATION: SUBSTATION E SERIAL No.: 3334580010001				MATERIAL ID: CCDT1-170FK-F1-001	
CUSTOMER EQ. No.:				ORDER No. 333458	
		Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E333458010		SHT 12 OF 13

A

B

C

D



BUSHING DATA
MATERIAL: COMPOSITE
CREEP DISTANCE, MIN.: 4505 mm / 177.4"
STRIKE DISTANCE, MIN.: 1305 mm / 51.4"
BIL: 750 kV
COLOR: ANSI 70 GRAY
HIGH VOLTAGE CONNECTION: ALUMINUM, TIN PLATED - NEMA 4 - THROUGH HOLE

						CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 2008109-002 SUBSTATION: SUBSTATION E SERIAL No.: 3334580010001		MATERIAL ID: CCDT1-170FK-F1-001
								ORDER No. 333458
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021	 Grid Solutions One Power Lane Charleroi, PA 15022		DRAWING No.:E333458010 SHT 13 OF 13
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE			
BUSHING OUTLINE			A.Izvorean	N.Buzzard	04/16/2021			
			DRAWN	CHECKED	DATE			



Grid Solutions
a GE and Alstom joint venture

CIRCUIT BREAKERS PRODUCT SOLUTIONS

DT1-145 and DT1-170

Dead tank circuit breakers
from 123 kV to 170 kV

Grid Solutions' position as global leader in circuit breaker development comes from the operating experience accumulated from more than 100,000 circuit breakers with spring-spring-operated mechanisms in service worldwide.



CUSTOMER BENEFITS

- SF₆ gas tightness guarantee
- High performance ratings
- Reliability under the most severe conditions
- Flexibility
- Virtually maintenance free
- Easy to install

With Grid Solutions, you are choosing a company that you can trust.

The DT1-145 and the DT1-170 are dead tank circuit breakers suitable for application at 170 kV and below. They are specifically designed and tested for general or definite purpose applications as well as for severe environmental conditions including low temperature, highly active seismic areas and regions with high pollution levels or corrosive atmospheres.

PERFORMANCE

The DT1-145/170 are suitable for application up to nameplate ratings, including definite purpose ratings. Extensive mechanical design testing to 10,000 operations and Class M2 certification ensure trouble-free operation for the lifetime of the circuit breaker.

GAS TIGHTNESS GUARANTEE

Grid Solutions leads the industry in SF₆ gas tightness testing technology including seals, castings and plumbing systems. Each breaker is factory tested using Grid Solutions' proprietary gas tightness testing system which provides measurable, quantifiable test results on the breaker in its fully assembled, as-shipped condition.

QUALITY

Grid Solutions designs, manufactures, tests and delivers its circuit breakers in accordance with the latest IEEE/ANSI and IEC Standards, maintaining a quality assurance system according to ISO-9001 and ISO 14001 certifications. The center of excellence for dead tank circuit breakers is located in Charleroi, PA (USA).

INSTALLATION AND MAINTENANCE

The DT1-145/170 are factory tested and adjusted and do not require any "special tools" for installation. Designed with the smallest symmetrical footprint to allow for minimised foundation costs, they are recognized worldwide as easy-to-install and operate circuit breakers. Thanks to the low energy mechanism and lifetime lubricants, the DT series is virtually maintenance free.

The DT1 series on-site installation requires only a few simple steps. For installations where truck shipment is impossible, all DT series circuit breakers can be readied for standard container shipment with only their bushings disassembled.

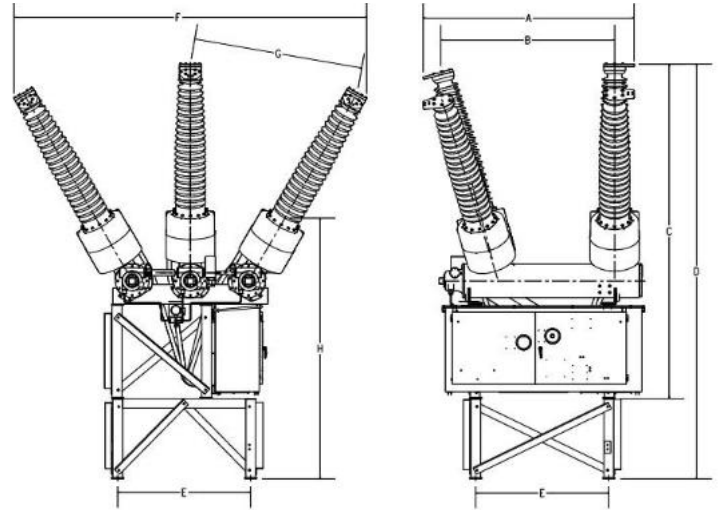


Low energy FK3-1 mechanism

TECHNICAL DATA

	Value	Units
SF ₆ pressure	93/0.64	psig/Mpa
Motor	1,600	watts
Close coil/Trip coil	440/440	watts
Ambient temperature range*	-30 to +40	degree C
High seismic capability in accordance with IEEE 693-2005		
Weight (without current transformers)	4,180/1,900	lb/kg

* Optional values available on request



DIMENSIONS

Rated Maximum Voltage	A (in/mm)	B (in/mm)	C (in/mm)	D (in/mm)	E (in/mm)	F (in/mm)	G (in/mm)	H (in/mm)
145 kv	90/2,284	70/1,779	136/3,459	169/4,289	54/1,372	90/2,284	69/1,747	102/2,600
170 kv	90/2,366	73/1,849	146/3,719	179/4,549	54/1,372	153/3,898	74/1,881	102/2,591

RATINGS

IEEE/ANSI	IEC	Value	Units
Rated maximum voltage	Rated voltage	123/145/170	kV
Rated power frequency	Rated frequency	50/60	Hz
Rated dielectric withstand capability	Rated insulation level		
dry withstand	at power frequency, dry	260/310/365	kV
wet withstand	at power frequency, wet	230/275/315	kV
Rated lightning impulse withstand voltage	at lightning impulse	550/650/750	kV
Rated chopped wave impulse voltage 2us		710/838/968	kV
Rated continuous current	Rated normal current	1,200/2,000/3,000	A
Rated short-circuit current	Rated short-circuit breaking current	40	kA
Rated closing, latching, and short time carrying		104	kA
Rated capacitance switching*			
	Rated single capacitor bank breaking current	400	A
Rated interrupting time		3	cycles
	Rated break time	50	ms
Rated standard operating duty	Rated operating sequence	O-0.3s-CO-15s-CO	

* Ratings available upon request.

** Please contact Grid Solutions for special purpose, high TRV, high X/R or other ratings requirements.

IPO OPTION

The DT1-145 and the DT1-170 are also available in Independent Pole Operation (IPO) configuration with separated spring/spring mechanism for each phase. Paired with a synchronous controller this can be used for point-on-wave switching of shunt capacitor or shunt reactor banks.

For more information please contact
GE Grid Solutions

Worldwide Contact Center

Web: www.GEGridSolutions.com/contact
Phone: +44 (0) 1785 250 070

www.GEGridSolutions.com





Line Card

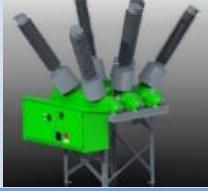
High Voltage Circuit Breakers

Grid Solutions offers a comprehensive portfolio of high voltage circuit breakers designed and tested to meet the rigorous demands of the North American power system

Product		Ratings	Features
DT1-38FK-40-F1		• Up to 38kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F1		• 72.5kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F3		• 72.5kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-145FK-40-F1 DT1-170FK-40-F1		• 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-145FK-40-F3 DT1-170FK-40-F3		• 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-72.5-63-F1 DT1-145-63-F1		• 72.5kV, 123kV, 145kV • 1200A to 4000A • 63kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-40-F1		• 245kV • 1200A to 4000A • 40kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • Optional 2 cycle performance
DT1-245P-40-F3		• 245kV • 1200A to 4000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-245P-63-F1		• 245kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-6 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-63-F3		• 245kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • NO CAPACITORS



Line Card High Voltage Circuit Breakers

Product		Ratings	Features
MOV for Shunt Reactor Switching		• 38kV to 800kV • Dead Tank, Live Tank, Circuit Switcher • Varistors sized based on user specifications.	• Varistors across HV Terminals extend circuit breaker life • External mounting for increased reliability and ease of maintenance
DT1-362-63-F3 DT1-362R-63-F3		• 362kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-6 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR)
DT2-550-63-H3 DT2-550-63-F3 DT2-550R-63-H3 DT2-550R-63-F3		• 550kV • 1200A to 5000A • 63kA, 2 cycles	• Hydraulic Mechanisms • Independent Pole Operation (IPO) • Optional Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR) • Optional SPRING/SPRING Mechanisms
GL3 Series Live Tank		• 72.5kV to 800kV • 1200A to 4000A • Up to 63kA, 3 cycles	• FK3-x SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Or Gang Operated (voltage dependent)
Live Tank GL309 GL312 GL313 GL314		• 72.5kV to 245kV • 1200A to 3000A • Up to 40kA, 3 cycles	• Circuit Switcher applications • FK SPRING/SPRING operated mechanism • Circuit Breaker performance in a Circuit Switcher footprint
GL314BPS High Speed Bypass Switch		• Up to 800kV system • Up to 170kV across gap • Making Current 120kAp • Insertion Current 5000A • Insertion Voltage 300kVp	• Series Capacitor Bypass Protection • FK3-2 SPRING/SPRING mechanisms • Independent Pole Operation
HYpact		• 72.5 kV to 170kV • 2500A • 40kA, 3 cycles • Hybrid compact switchgear assembly	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Endless configurations –breakers, disconnect switches, CTs, VTs, cable connections.
CBWatch3		• Circuit Breaker Monitoring • IEC 61850 8.1 (DNP3 option)	• Permanent real-time monitoring of CB operational parameters • SF6 emissions trending
		• Ratings are product and customer specific.	• SF₆ Free • Global Warming Potential 98% lower than SF₆ gas
Synchronous Control (Point on Wave Switching)		• Cabinet mounted or Rack Mounted	• Point-on-wave (POW) trip/close • Capacitors, reactors, transformers • Residual Flux compensation available

* Special ratings and applications available on request. Contact your GE representative for more information.

Terms and Conditions for Sale of Products and Services

Form EM 104 (Grid Solutions)

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Remittance advice notifying of payment is to be sent to Remit.Renewable.Energy@ge.com. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for

Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency. To support the prevention of fraud, in the event the Buyer is required to make a payment to a bank account that is not the one expressly agreed in the Contract, the Seller shall before proceeding with payment request confirmation to the Seller that the bank account identified in the invoice or request for payment is valid. Verification must be anticipated not to lead to any delay in making payment.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2020). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. In case Buyer and Seller agree on different transportation arrangement with cost of freight and delivery to destination included in the Contract Price, Seller will not be responsible for any increase in transportation costs occurring after the Contract signature unless if caused by Seller's sole negligence, and Seller will be entitled to invoice the Buyer the additional transportation costs it has actually incurred, subject to reasonable justification of such additional costs. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) Seller will be entitled to invoice the Buyer the costs of transportation to the storage facilities plus a lumpsum amount of 0.5% of the Contract Price per full week (or prorata thereof) of storage with a minimum of USD 1000 (one thousand United States Dollars). Invoices shall be on a weekly basis starting the beginning of third week of storage until the shipment of the Products can be made ; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors, if required), use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Notwithstanding the provisions of section 4.2, Seller grants only a non-exclusive license, and does not pass title, to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.

7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.3 Section 7.2 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.4 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.5 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.6 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, pandemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

Buyer recognizes that in case of epidemics or pandemics (or evolution of existing epidemics or pandemics), the precautionary, mitigation or corrective measures implemented by the Seller in the frame of the Contract are implemented in the best interest of the Buyer and the Contract performance, and the Buyer and Seller both agree that the additional costs reasonably incurred by Seller in implementing such measures shall be compensated by the Buyer to the Seller.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than ninety (90) days or such other period agreed upon in writing. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancellation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the purchase, application, operation, use and disposal of the Products and Services, including without limitation those regarding anticorruption/antibribery, fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it had access, reviewed, and fully understands GE's Integrity Policies. Seller shall at all times comply with the GE Integrity Policies. The GE Integrity Policies can be accessed electronically at https://www.ge.com/sites/default/files/S&L_Booklet_English_0.pdf

12.2 Seller's obligations are conditioned upon Buyer's compliance with all US, EU, UK and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software, or other information or assistance or Product furnished by the Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The Buyer hereby certifies that the equipment, materials, services, technology, technical data, software, or other information or assistance or product furnished by the Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons. In the event of a change in applicable trade control laws and regulations, including but not limited to the laws of the US, EU and UK and changes in the interpretation thereof, that prevents Seller from executing its obligations without breaching such applicable trade control laws and regulations or makes Seller's execution of its obligations unreasonably burdensome or unbalanced, Seller shall have the right to withdraw its proposal or terminate the Contract without any liability.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about

Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US \$10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty,

indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England and Wales if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 In the event of any dispute arising out of or in connection with this Contract, including any question regarding its existence or validity, the parties agree to submit the matter to mediation under the ICC mediation Rules, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time.

If the dispute has not been settled pursuant to the ICC Mediation Rules within thirty (30) days following the filing of a request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. In case the arbitral tribunal is constituted of more than one arbitrator, the party-appointed arbitrators shall, for a period of two (2) weeks following the date on which their appointments have both been confirmed, attempt to reach agreement on the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis.

If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third.

The seat, or legal place, of the mediation and arbitration shall be Geneva, Switzerland.

The language to be used in the mediation and in the arbitration shall be the English language.

The parties' written submissions shall, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer. Unless otherwise agreed, failure by the Buyer or its representative to attend the factory tests on the scheduled date shall entitle the Seller to proceed with such factory tests alone and the Seller shall promptly share the results of such tests with the Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by the Buyer for any reason (including as a consequence of any pandemic) and the Buyer cannot delegate any third party to represent it, or to perform the tests in its name and on its behalf, the Seller may propose to the Buyer alternate measures in order to avoid delaying the testing, including but not limited to the use of electronic messaging services such as Skype, Teams or equivalent, recording devices such as cameras, and a distribution of results via electronic storage media such as DVD or streamed videos. The Buyer and the Seller shall make their best efforts to agree on such measures with a view not to delay the testing of the Products. If despite reasonable alternate measures proposed by the Seller, the Buyer instructs the Seller to suspend or postpone the performance of the tests, the Seller shall, notwithstanding anything to the contrary in the Contract, be entitled to a reasonable extension of the time for completion and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of the affected tests.

18. Firmware, Software, Leased Equipment, Remote Diagnostic Services, PCB Services

Seller grants Buyer a non-exclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form EM 104" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in

breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools such as DocuSign, or any other agreed upon certified means.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Unless otherwise specifically stated by Seller in this Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.



Agenda Item Form

Date of City Council Meeting	1/25/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Budget adjustment to use reserves to purchase (6) 15 kV and (1) 161 kV breakers for the expansion of Substation "I" for \$181,347.00 (total including tax).					

Estimated Cost	\$181,347.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Use of reserves to purchase.	





Budget Adjustment Request

Date of City Council Meeting	1/25/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget adjustment to use \$181,347.00 from reserves to purchase substation breakers for the expansion of Substation "I". These are a long lead time item and need to be ordered at this time. The total price include sales tax.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	47310	Improvements Other - Electric		\$ 181,347.00
		Totals	\$ -	\$ 181,347.00
		Net Impact on Fund Balance	\$ (181,347.00)	

*Final Account Number will be determined by Accounting Department after approval and purchase



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PLEASE RECYCLE

