



City of Grand Island

Tuesday, January 14, 2020

Council Session

Item G-5

#2020-3 - Approving Purchase of Distribution Transformers

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: January 14, 2020

Subject: Distribution Transformers

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On average, Grand Island Utilities uses around 275 distribution transformers per year. These transformer purchases can be broken down into three categories: Three-Phase Pad-mount, Single-Phase Pad-mount, and Single-Phase Pole-mount. With procurement lead times of up to 12 weeks, it is beneficial to have a pre-approved bid sheet available for ordering. The proposed agreements provide for the purchase of the various transformers by unit pricing through the end of the calendar year.

Discussion

The Utilities Department evaluated three independent categories of transformers: Three-Phase Pad-mount, Single-Phase Pad-mount and Single-Phase Pole-mount. The request for proposals was advertised on November 12, 2019. Proposals were received by 4:00 p.m. on December 10, 2019, with the following seven vendors submitting proposals:

ERMCO, Inc. (Cahoon Sales)
Central Moloney, Inc.
Border States Supply Company (Kriz Davis)
Dutton-Lainson Company
Graybar Electric Company, Inc.
Wesco Distribution, Inc.
WEG Transformers

Using evaluation criteria, which included unit pricing, estimated quantities, and transformer performance, the proposals were reviewed by the Utilities Department's division managers. A tabulation of the evaluations' factors indicated the lowest evaluated price using estimated quantities and bid prices for the following selections:

Company	Category	Number	Price
ERMCO, Inc. (Cahoon Sales)	Three-Phase Pad-mount	22	\$646,315
ERMCO, Inc. (Cahoon Sales)	Single-Phase Pad-mount	43	\$165,053
Border States Supply Company (Kriz-Davis)	Single-Phase Pole-mount	130	\$268,734

The project specifications provide that the City may award all categories to a single vendor or award contracts to three separate vendors, whichever method provides the best value to the City. Actual costs will be based on the number of units purchased during the year.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the purchase of Distribution Transformers to the low responsive vendors in the following categories:

ERMCO, Inc. (Cahoon Sales)	Three Phase Pad-mount Transformers
ERMCO, Inc. (Cahoon Sales)	Single Phase Pad-mount Transformers
Border States Supply Company (Kriz-Davis)	Single-Phase Pole-mount Transformers

Sample Motion

Move to approve the purchase of Distribution Transformers to the low responsive vendors in the following categories:

ERMCO, Inc. (Cahoon Sales)	Three Phase Pad-mount Transformers
ERMCO, Inc. (Cahoon Sales)	Single Phase Pad-mount Transformers
Border States Supply Company (Kriz-Davis)	Single-Phase Pole-mount Transformers



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSALS
FOR
DISTRIBUTION TRANSFORMERS**

RFP DUE DATE: December 10, 2019 at 4:00 p.m.
DEPARTMENT: Utilities
PUBLICATION DATE: November 12, 2019
NO. POTENTIAL BIDDERS: 7

PROPOSALS RECEIVED

Central Moloney, Inc.
Pine Bluff, AR

WEG Transformers
Washington, MO

Kriz-Davis
Grand Island, NE

WESCO Distribution, Inc.
Des Moines, IA

Cahoon Sales
Iowa City, IA

Dutton-Lainson Company
Hastings, NE

Graybar Electric Company, Inc.

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Ryan Schmitz, Utilities Assist. Director

P2164



CAHOON SALES, INC.

www.cahoonsales.com

P.O. Box 2626 • Iowa City, Iowa 52244 • Phone 319/351-4989 • Fax 319/351-8520

12/09/19

ERMCO Bid for Grand Island Distribution Transformer 2020 RFP

Please see attached quotes and associated documents for the Distribution Transformer RFP due 12/10/19 from ERMCO.

Attached is ERMCO sheet on history for verification of 10 year history manufacturing transformers.

Attached is ERMCO quotation 558679-00 for single phase pads and poles.

Attached is ERMCO quotation 558707-00 for three phase pads.

Attached are the fill in sheets.

Attached is ERMCO Warranty and Terms and Conditions.

ERMCO does meet the insurance requirements in bid. Please see attached Certificate of Liability Insurance.

If there are any additional questions or additional information required, please let us know.

Thank You

ERMCO c/o Cahoon Sales, Inc.

Doug Cahoon



Serving the Electric Power Industry
Since 1978



ERMCO

Overview

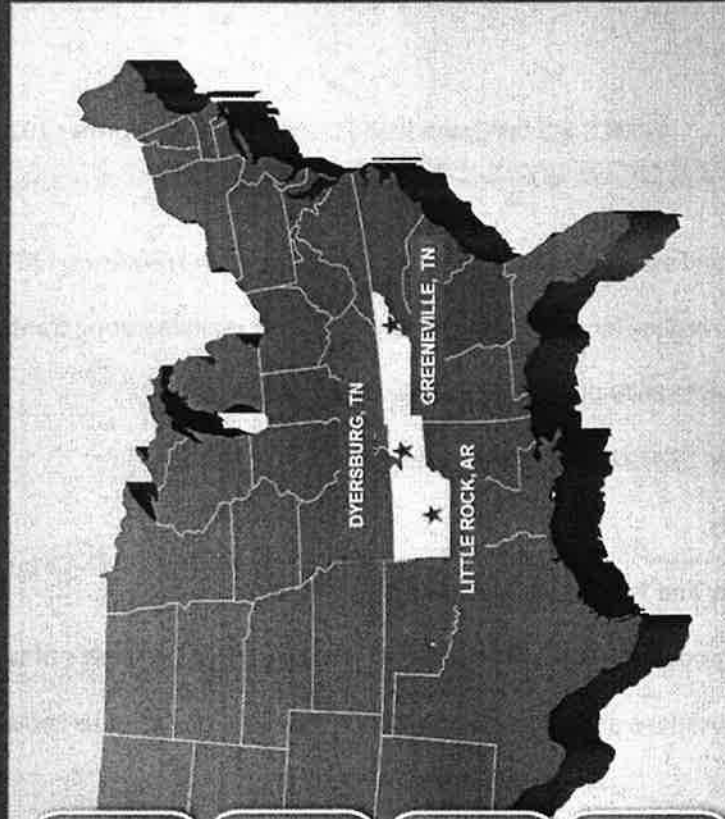
ERMCO

(Electric Research & Manufacturing Co.) is headquartered in Dyersburg, Tennessee

A wholly owned subsidiary of Arkansas Electric Cooperatives Inc. (AECI), of Little Rock, Arkansas

Incorporated in 1964, transformer production began in January 1972 in a new 32,000 square foot facility.

Since that start up, ERMCO has expanded into 465,000 square feet in two buildings in Dyersburg.



DELIVERY • DEPENDABILITY • QUALITY • SERVICE

CUSTOMER COPY

QUOTE # 558679-00
QUOTED DATE 11/19/19

BILL TO:

GRAND ISLAND UTILITIES DEPT.
P.O. BOX 1968
1116 W. N. FRONT STREET
CITY UTILITIES LINE DEPT
GRAND ISLAND NE68802

SHIP TO:

GRAND ISLAND UTILITIES DEPT.
CITY UTIL UNDERGROUND DEPT
1116 W. N. FRONT STREET

GRAND ISLAND NE68801

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
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TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: MAX VOLT% : 100

NL TEMP BASIS: 85 LL TEMP BASIS: 85

LL PAD MOUNTS QUOTED PER SECTION 3 SINGLE PHASE
AD-MOUNTED TRANSFORMER REQUIREMENTS AND SECTION
.2 SINGLE PHASE MAXI-PAK TYPE 1 BUSHINGS ARRANGE-
MENT.3200GRDY/7620 95KV BIL ONE BUSHING, LOOP FEED, TAPS
S 2 @ 2.5% ABOVE AND BELOW NOMINAL, 240/120 SECON-
ARY VOLTAGE, BUSHING WELLS WITH ELASTIMOLD INSERTS
ECONDARY STUD BUSHINGS ONLY, BAY-O-NET FUSING WITH
PARTIAL RANGE CURRENT LIMITING FUSE, LIQUID LEVEL
GAUGE, BURNDY# EQC632C1 GROUND LUGS, 304 STAINLESS
STEEL CONSTRUCTION, MINERAL OIL FILLED, GRAY PAINT,
IEEE/ANSI FIGURE 1B TANK STYLE,
SECTION 3.1.1 AND OTHERS: STANDARDS WILL BE PER
IEEE/ANSI C57.12.38-2014 IN LIEU OF
C57.12.25.

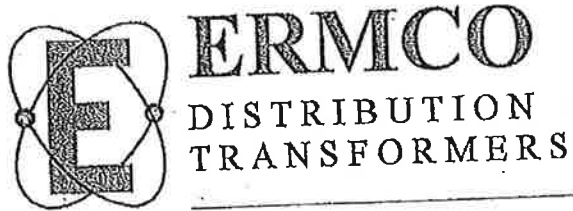
QUOTED ALL POLEMOUNTS PER SECTION 4 SINGLE PHASE
POLE-MOUNTED TRANSFORMERS.3200GRDY/7620 95KV BIL ONE BUSHING & 7620/13200Y
5KV BIL TWO BUSHING CONVENTIONAL, TAPS AS 2 @ 2.5%
BOVE AND BELOW NOMINAL, 120/240, 277/480 & 120/208
ECONDARY VOLTAGES, MILD STEEL CONSTRUCTION, BURNDY
EQC-632C GROUND LUG, STAINLESS STEEL NAMEPLATE,
0KV INSULATED COVER, MINERAL OIL FILLED,
SECTION 4.1 COOLING: ERMCO WILL PROVIDE ONLY
"ONAN" TRANSFORMERS.SECTION TABLE 2 MAX WEIGHTS: ERMCO WILL TAKE
EXCEPTION TO WEIGHTS ON ALL ITEMS.SECTION TABLE 2 MAX HEIGHT: ERMCO WILL TAKE
EXCEPTION TO HEIGHT ON ALL ITEMS BUT
ITEM# 22.SECTION TABLE 2 MAX WIDTHS: ERMCO WILL TAKE
EXCEPTION TO WIDTH ON ITEMS 16, 19.22
AND 26.SECTION 4.2.2 & 4.3.2 HANGERS: EXCEPTION TO "A"
HANGER BRACKETS ON 75KVA AND ABOVEFORMULA OF NL=8.41 LL=2.69 AND TO MEET DOE 2016
GENERAL INFORMATION: SECTION 1.9 PENALTIES: ERMCO
IMPEDANCE WILL BE PER IEEE C57.12.00-
2015 SECTION 9.2 LINE A AND NOT JUST
+/- 7.5%

	(A)	(B)	(C)	(D)	(E)	(F)
3 Phase Padmount Transformer Type	KVA	Average No. Used Per Year (4 Year Average)	Price (each)	Guaranteed No-Load Losses (watts)	Guaranteed Full-Load Losses (watts)	Total Price = B*(C + (\$8.41*D) + (\$2.69*E))
13.2/480/277	45	0.25	\$8,826.00	126.00	447.00	\$2,772.02
13.2/208/120	45	0.25	\$8,854.00	129.00	443.00	\$2,782.64
13.2/480/277	75	0.75	\$9,214.00	198.00	615.00	\$9,400.15
13.2/208/120	75	1.00	\$9,206.00	189.00	690.00	\$12,651.59
13.2/480/277	112.5	0.25	\$9,426.00	278.00	960.00	\$3,586.60
13.2/208/120	112.5	0.25	\$9,435.00	246.00	1181.00	\$3,670.19
13.2/480/277	150	0.75	\$10,710.00	319.00	1020.00	\$12,102.44
13.2/208/120	150	5.25	\$10,608.00	337.00	1138.00	\$86,642.80
13.2/480/277	225	0.75	\$11,430.00	437.00	1577.00	\$14,510.48
13.2/208/120	225	2.00	\$11,601.00	433.00	1731.00	\$39,797.84
13.2/480/277	300	0.75	\$12,490.00	539.00	1889.00	\$16,578.30
13.2/208/120	300	1.00	\$12,106.00	563.00	2370.00	\$23,216.13
13.2/480/277	500	1.50	\$15,623.00	817.00	3127.00	\$46,358.40
13.2/208/120	500	1.00	\$16,654.00	751.00	3987.00	\$33,694.94
13.2/480/277	750	1.25	\$20,896.00	989.00	4461.00	\$51,516.98
13.2/208/120	750	1.00	\$21,327.00	917.00	5843.00	\$44,756.64
13.2/480/277	1000	1.75	\$24,152.00	1235.00	5789.00	\$87,693.83
13.2/208/120	1000	0.50	\$25,368.00	1227.00	7776.00	\$28,302.26
13.2/480/277	1500	0.50	\$30,265.00	1769.00	8990.00	\$34,662.70
13.2/208/120	1500	0.25	\$40,239.00	1431.00	12116.00	\$21,216.44
13.2/480/277	2000	0.25	\$33,494.00	2107.00	11012.00	\$20,209.04
13.2/480/277	2500	0.50	\$42,815.00	2870.00	12429.00	\$50,192.86
Total (Sum Column F)						\$646,315.23

Single Phase Padmount Transformer Type	(A) KVA	(B) Average No. Used Per Year (4 Year Average)	(C) Price (each)	(D) Guaranteed No-Load Losses (watts)	(E) Guaranteed Full-Load Losses (watts)	(F) Total Price = B*(C + (\$8.41*D) + (\$2.69*E))
13.2/7620/240/120 (Maxi-Pak)	10	1.25	\$1,777.00	36.00	106.00	\$2,956.13
13.2/7620/240/120 (Maxi-Pak)	15	0.25	\$1,824.00	46.00	169.00	\$666.37
13.2/7620/240/120 (Maxi-Pak)	25	14.75	\$2,000.00	70.00	235.00	\$47,507.54
13.2/7620/240/120 (Maxi-Pak)	37.5	18.00	\$2,242.00	88.00	339.00	\$70,091.82
13.2/7620/240/120 (Maxi-Pak)	50	5.50	\$2,543.00	107.00	414.00	\$25,060.92
13.2/7620/240/120 (Maxi-Pak)	75	0.75	\$3,031.00	149.00	546.00	\$4,314.62
13.2/7620/240/120 (Maxi-Pak)	100	1.75	\$3,299.00	171.00	770.00	\$11,914.72
13.2/7620/240/120 (Maxi-Pak)	167	0.25	\$4,308.00	296.00	1252.00	\$2,541.31
Total (Sum Column F)						\$165,053.42

3 Phase Padmount Transformer Type	KVA	Guaranteed Lead Time (weeks)	Average Lead Time (weeks)	XFMR Weight (lb)	Footprint Dimensions (inches)
13.2/480/277	45	14	12	3437	74.5x49.5
13.2/208/120	45	14	12	3456	74.5x49.5
13.2/480/277	75	14	12	3616	74.5x49.5
13.2/208/120	75	14	12	3618	74.5x49.5
13.2/480/277	112.5	14	12	3698	74.5x49.5
13.2/208/120	112.5	14	12	3694	74.5x49.5
13.2/480/277	150	14	12	4116	74.5x49.5
13.2/208/120	150	14	12	4070	74.5x49.5
13.2/480/277	225	14	12	4553	74.5x49.5
13.2/208/120	225	14	12	4599	74.5x49.5
13.2/480/277	300	14	12	5148	74.5x51.5
13.2/208/120	300	14	12	4798	74.5x49.5
13.2/480/277	500	14	12	6738	74.5x59.5
13.2/208/120	500	14	12	7346	74.5x59.5
13.2/480/277	750	14	12	9432	74.5x63.5
13.2/208/120	750	14	12	9332	74.5x61.5
13.2/480/277	1000	14	12	10638	74.5x63.5
13.2/208/120	1000	14	12	10468	74.5x61.5
13.2/480/277	1500	14	12	12570	74.5x65.5
13.2/208/120	1500	14	12	14499	74.5x63.5
13.2/480/277	2000	14	12	13496	74.5x65.5
13.2/480/277	2500	14	12	15806	77.5x69.5

Single Phase Padmount Transformer Type	KVA	Guaranteed Lead Time (weeks)	Average Lead Time (weeks)	XFMR Weight (lb)	Footprint Dimensions (inches)
13.2/7620/240/120 (Maxi-Pak)	10	14	12	709	36x30
13.2/7620/240/120 (Maxi-Pak)	15	14	12	726	36x30
13.2/7620/240/120 (Maxi-Pak)	25	14	12	841	36x31.7
13.2/7620/240/120 (Maxi-Pak)	37.5	14	12	970	36x33.2
13.2/7620/240/120 (Maxi-Pak)	50	14	12	1138	36x36.2
13.2/7620/240/120 (Maxi-Pak)	75	14	12	1426	36x38.2
13.2/7620/240/120 (Maxi-Pak)	100	14	12	1477	36x38.2
13.2/7620/240/120 (Maxi-Pak)	167	14	12	1737	36x38.2



WARRANTY

Warranty for ERMCO pole mounted and pad mounted transformers

1. Conventional transformers are warranted for a period of two years from date of delivery to the customer. C.S.P. transformers are warranted for a period of three years from date of delivery to customer.
2. ERMCO warrants that the transformer and its component parts will be of the kind and quality described in the order or contract, and will be free of defects in workmanship or materials.
3. If the purchaser notifies ERMCO of any failure to conform to this warranty within the warranty period, ERMCO will pick up the defective transformer and transport it to Dyersburg, Tennessee. ERMCO will correct the non-conformity by replacing or repairing the defective part, or parts, and deliver the transformer back to the purchaser.
4. This warranty does not apply if the unit is installed without the protection normally accepted in the industry, nor in the cases of mishandling, misapplication, vandalism, alterations, or prior repairs by other than ERMCO personnel.
5. There are no warranties expressed or implied beyond what is expressed herein, and no one has the authority to change this warranty. There is no liability for consequential damage, or for any amount other than the purchase price.

P. O. Box 1228, Dyersburg, Tennessee 38025-1228
2225 Industrial Blvd., Dyersburg, Tennessee 38024
Telephone: 731-285-9121
Fax: 731-287-4104



ERMCO Selling Terms
Form 100 Revision #4
March 11, 2015

ERMCO Terms and Conditions of Sale

Quote for Sale of Product or Service

A quotation for the sale of ERMCO products or services is valid for 30 days from the quote date. No quote is binding upon ERMCO. Any purchase order resulting from a quote is subject to acceptance by ERMCO, at its home office, which will be accomplished by ERMCO issuing the prospective purchaser a written order acknowledgment from a duly authorized representative of ERMCO. Said order acknowledgment will be transmitted in writing to Purchaser and may be transmitted via email, facsimile, overnight carrier or U.S. Mail, at the election of ERMCO.

Payment Terms

At the time of product shipment as described herein, an invoice will be issued and transmitted to the purchaser. Invoice payment terms are net 30 days from the date of invoice due and payable in cash or equivalent at the offices of ERMCO at 2225 Industrial Road, Dyersburg, Tennessee, 38024. Purchaser shall be liable for and pay a late charge as specified on the invoice if payment is not made within the stated terms, plus costs of collection and reasonable attorney's fees in connection with the enforcement of the terms and conditions of sale.

Transportation Terms

All transformers and/or other products or components are sold F.O.B. point of shipment, freight prepaid to the first destination served by common carrier in the continental United States with the risk of loss passing to the purchaser upon delivery to the carrier.

Lead Time

Quoted shipping dates are approximate and based on available production capacity, component and material availability, the Force Majeure terms set forth herein and is further contingent upon the order containing complete and accurate information. The proposed shipping date will be contained in the order acknowledgment issued to the purchaser after receipt and acceptance of the order.

Drawing Approval and Changes

If approval drawings or other specifications are required, purchaser acknowledges that same are strictly the proprietary property of ERMCO and agrees not to disclose the content thereof and to return the drawings and/or specifications to ERMCO within 10 days of receipt with approval or instructions for changes. Delay in returning the drawings and/or specifications may result in production delays and increased prices. If purchaser makes changes to the product design after the ERMCO quote has been submitted, purchaser will be responsible for and pay any price and lead time adjustments that result from the change.

2225 Industrial Blvd., Dyersburg, Tennessee 38024
Telephone: 731-285-9121
Fax: 731-287-4104

Force Majeure

Neither ERMCO, its owners, subsidiaries, officers, directors, shareholders, employees nor insurers thereof, shall be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to fire, flood, strike or other labor difficulty, acts of God, acts of terrorism, acts of governmental authority or of the Purchaser, riot, embargo, fuel or energy shortage, faulty castings or forgings, wrecks or delay in transportation, accidents, and/or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources. In the event of delay in performance due to any such cause, the date of delivery or time for completion and shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Limitation of Liability

ERMCO, its owners, subsidiaries, officers, directors, shareholders, employees, insurers, contractors and suppliers of any tier, **SHALL NOT BE LIABLE** in contract, tort (including but not limited to negligence of any type or strict liability) or otherwise for charges or loss of other property or equipment, loss of profits or revenue, loss of use of materials or equipment of power system(s), costs of capital, cost of replacement power, materials, or temporary equipment (including but not limited to additional expenses incurred in using existing facilities), claims, demands, charges, causes of action of customers of Purchaser, or for any **SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES** whatsoever.

The remedies of the Purchaser set forth herein are exclusive and the total cumulative liability of ERMCO and its related parties set forth above with respect to this contract, or anything done in connection therewith, including but not limited to performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any product covered by or furnished under the contract, whether in contract, tort (including but not limited to negligence of any type or strict liability) or otherwise, shall not exceed the price of the product or part on which such liability is based.

Warranty

Conventional pole mounted transformers and all pad mounted transformers are warranted as provided herein for a period of two years from date of delivery to the purchaser. C.S.P. pole mounted transformers are warranted for a period of three years from date of delivery to the purchaser.

ERMCO warrants that the transformer and its component parts will be of the kind and quality described in the order or contract, and will be free of defects in workmanship or materials.

If the purchaser notifies ERMCO in writing of any failure to conform to this warranty within the warranty period, ERMCO will transport the defective transformer to a repair location, correct the non-conformity by replacing or repairing (in its elective discretion) the defective part or parts, and deliver the transformer back to the purchaser utilizing the transportation terms set forth herein. The costs for removal of defective transformer and re-installation of repaired or replaced transformer shall be at Purchaser's expense.

In order to be covered by this warranty, the transformer must be properly installed according to accepted industry practices. Transformers must be protected by properly installed and coordinated voltage surge protection, current overload devices, and other current protective devices as appropriate. This warranty does not apply if the transformer is installed without the methods and protection normally accepted in the industry, nor in the cases of mishandling, misapplication, vandalism, alterations, prior repairs by other than ERMCO authorized personnel or stored or installed in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

LIMITATION OF WARRANTY AND REMEDY

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND NO ONE HAS THE AUTHORITY TO MODIFY THE TERMS OF THIS WARRANTY. There is no liability for damage or loss of other property, equipment, claims, demands, causes of action of the customer or of the Purchaser, or **CONSEQUENTIAL DAMAGE**. The remedies of the purchaser shall not exceed the price of the product or part on which such liability is claimed.

Returning Products

Authorization and shipping instructions for the return of any product must be obtained from ERMCO before returning the product. The product must be returned with the identification markings and packaged as instructed by ERMCO.

Contract Variations

Where Purchaser's specifications are not sufficiently detailed, ERMCO, at its elective discretion reserves the right to design the product in accordance with ERMCO's judgment and practice. If at any time the Purchaser makes changes to the design as requested in his specifications, the contract shall be subject to renegotiation of the price terms and delivery to reasonably compensate for any additional costs and commitments occasioned by the change, and further, ERMCO shall not be liable or responsible for defective design changes provided or requested by Purchaser.

Cancelling Orders

Any order may be cancelled by the Purchaser by notifying ERMCO in writing. If ERMCO incurs costs or charges associated with the cancelled order, including but not limited to specifically manufactured product or product specifically identified to the contract, then the purchaser shall be liable for payment of said costs and same shall be due and payable pursuant to the Payment Terms set forth above.

Held Orders

The purchaser has the right to hold or delay an order by notifying ERMCO. An order held or delayed beyond a reasonable amount of time will be considered and treated as a cancelled order. If product is placed in storage as a result of the request for delay, the Purchaser shall be responsible for any costs or charges associated with the storage and same shall be due and payable pursuant to the Payment Terms set forth above.

Miscellaneous

The rights and remedies of the parties to this contract, and any disagreement or litigation resulting therefrom, shall be governed by and construed under the laws of the State of Tennessee and the parties further agree that the venue of any proceedings shall be in Dyer County, Tennessee.

These terms of sale are the entire agreement between the parties and no prior or contemporaneous oral statements or subsequent modifications can change or alter this agreement unless in writing and signed by an authorized representative of ERMCO.

Purchaser acknowledges receipt and understanding of the Terms of Sale and acceptance of the product or placing of an Order constitutes acceptance of the terms hereof by Purchaser.



ELECRES-01

KGREENLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100101891
Hub International Mid-America
6100 S. Yale Avenue, Suite 1900
Tulsa, OK 74136

CONTACT NAME: Kelly Greenlee

PHONE (A/C, No, Ext): (501) 404-3354

FAX (A/C, No):

E-MAIL ADDRESS: kelly.greenlee@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Travelers Indemnity Company of America

25666

INSURER B: Travelers Indemnity Company of Missouri

40282

INSURER C: Federal Insurance Company

20281

INSURER D:

INSURER E:

INSURER F:

INSURED

Electric Research & Manufacturing Cooperative, Inc.
Cooperative, Inc.
2225 Industrial Road
Dyersburg, TN 38024

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TC2JCL6A9D91069419	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		TJCAP9D91068219	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0		78188855	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB4N0120191951D	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insured's Copy for Internal Use Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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**DISTRIBUTION TRANSFORMERS (THREE PHASE PAD-MOUNT & SINGLE-PHASE
PAD-MOUNT TRANSFORMERS) – CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **ERMCO, INC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for *DISTRIBUTION TRANSFORMERS* and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Contractor to be the responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, portions thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, him/herself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Noted Exceptions in Cahoon Sales, Inc. Proposal dated December 9, 2019.
3. City of Grand Island Request for Proposals.
4. Cahoon Sales, Inc. Proposal dated December 9, 2019.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) provide and perform all necessary labor; and (c) in a good substantial and workmanlike manner and in accordance

with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE III. The proposed pricing will commence as soon as possible after Contract execution, **and that the Contract shall run through December 31, 2020.**

ARTICLE IV. The Contractor hereby agrees to act as agent for the City. The invoice for contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor

or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ERMCO, INC.

By Travis Baldwin Date 12/31/19
TRAVIS BALDWIN
Title ERMCO REGIONAL SALES MANAGER

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor
Attest: _____
City Clerk

The contract is in due form according to law and hereby approved.

Attorney for the City Date _____

DISTRIBUTION TRANSFORMERS REQUEST FOR PROPOSALS



KRIZ-DAVIS
A Division of Border States

2400 W 3rd St
Grand Island NE 68803
krizdavis.com

308.382.2230 PHONE
308.382.9189 FAX

BID OPENING DATE/TIME
DECEMBER 10TH @ 4:00 P.M.
CITY OF GRAND ISLAND, CITY HALL
100 E. 1ST STREET, P.O. BOX 1968
GRAND ISLAND, NE 68802

6.3 SINGLE PHASE POLE-MOUNTED TRANSFORMER BID SHEET

Single Phase Polemount Transformer Type	(A) KVA	(B) Average No. Used Per year (4 Year Average)	(C) Price (each)	(D) Guaranteed No-Load Losses (watts)	(E) Guaranteed Full-Load Losses (watts)	(F) Total Price = B*(C + (\$8.41*D) + (\$2.69*E))
13.2/22860/277/480	10	3.00	\$721.00	30	109	\$3,799.53
13.2/7620/120/240	10	8.25	\$677.00	30	106	\$10,019.13
13.2/22860/120/208	10	0.25	\$744.00	31	105	\$321.79
13.2/22860/277/480	15	2.25	\$788.00	38	166	\$3,496.77
13.2/7620/120/240	15	23.00	\$794.00	37	168	\$34,203.07
13.2/22860/120/208	15	0.25	\$794.00	41	161	\$392.98
13.2/22860/277/480	25	13.00	\$840.00	58	314	\$28,241.72
13.2/7620/120/240	25	38.00	\$834.00	60	274	\$78,875.08
13.2/22860/120/208	25	3.75	\$864.00	51	356	\$8,439.56
13.2/22860/277/480	37.5	0.25	\$1,229.00	70	408	\$728.81
13.2/7620/120/240	37.5	12.00	\$1,183.00	75	366	\$33,579.48
13.2/22860/120/208	37.5	0.25	\$1,181.00	74	432	\$741.36
13.2/22860/277/480	50	0.75	\$1,422.00	96	510	\$2,706.95
13.2/7620/120/240	50	8.50	\$1,346.00	95	505	\$29,778.90
13.2/22860/120/208	50	5.00	\$1,370.00	97	545	\$21,910.92
13.2/22860/277/480	75	0.25	\$1,584.00	127	671	\$1,114.27
13.2/7620/120/240	75	0.25	\$1,580.00	130	685	\$1,148.49
13.2/22860/120/208	75	0.25	\$2,000.00	139	674	\$1,245.51
13.2/22860/277/480	100	0.75	\$2,731.00	194	679	\$4,641.79
13.2/7620/120/240	100	0.25	\$2,856.00	173	779	\$1,601.61
13.2/22860/120/208	100	0.25	\$3,229.00	165	889	\$1,752.02
Total (Sum Column F)						\$268,733.71

W. Kramer
W. Kramer

7.3 SINGLE PHASE POLE-MOUNTED TRANSF. INFORMATION SHEET

Single Phase Polemount Transformer Type	KVA	Guaranteed Lead Time (weeks)	Average Lead Time (weeks)	XFMR Weight (lb)	Dimensions H x W (inches)
13.2/22860/277/480	10		8-10	295	22x19x39
13.2/7620/120/240	10		8-10	267	21x18x37
13.2/22860/120/208	10		8-10	305	22x19x40
13.2/22860/277/480	15		8-10	330	22x19x41
13.2/7620/120/240	15		8-10	295	21x18x38
13.2/22860/120/208	15		8-10	331	22x19x41
13.2/22860/277/480	25		8-10	394	24x22x38
13.2/7620/120/240	25		8-10	386	25x22x35
13.2/22860/120/208	25		8-10	397	25x22x38
13.2/22860/277/480	37.5		8-10	500	25x22x39
13.2/7620/120/240	37.5		8-10	496	25x22x36
13.2/22860/120/208	37.5		8-10	492	25x22x39
13.2/22860/277/480	50		8-10	580	26x23x40
13.2/7620/120/240	50		8-10	564	26x23x37
13.2/22860/120/208	50		8-10	597	26x23x41
13.2/22860/277/480	75		8-10	770	28x25x47
13.2/7620/120/240	75		8-10	784	29x25x44
13.2/22860/120/208	75		8-10	866	28x25x47
13.2/22860/277/480	100		13-14	981	29x29x47
13.2/7620/120/240	100		13-14	941	32x31x44
13.2/22860/120/208	100		13-14	990	31x31x47


Kody Kramer

Eaton
Power Systems Division
Proposal Number BRBN936952
Revision 02

Date: January 03, 2020
Proposal Valid Through: February 29, 2020

BORDER STATES ELECTRIC SUPPLY FGO
605 25TH STREET SOUTH
FARGO, ND 58103-2357

End User: GRAND ISLAND UTILITIES
Product(s): 1Ph-Pole, 3Ph-Pad, 1Ph-Pad
Identifier: City of Grand Island

Eaton is pleased to present our response to your request. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to Eaton.

Should you have any questions or require any additional information, please feel free to contact me at 262 524 3374. Eaton appreciates the opportunity to provide a response to your Inquiry and looks forward to receiving your order.

Sincerely,

REBECCA HICKEY

cc: - RON FOSS

Revisions:

Rev 02 - Extended Validity date and Notes (1/3/2020 HEB)

Rev 01 - Updated notes to ensure 277/480 on Nameplate (12/20/2019 HEB)

Phone: 262 524 3374 Fax:

Page 1 of 8

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Proposal Details

Terms of Sale: FOB Destination - Freight Prepaid and Allowed

Payment Terms: Net 30 days from invoice date

Proposal Valid Through: February 29, 2020

Written notification of award must be received by 1/1/2020 unless extended in writing by Cooper Power Systems. If written notification of award is not received by Cooper Power Systems prior to this date, the pricing and terms of this quotation will be considered expired.

Base Price

Prices quoted are firm and are valid for orders through 12/31/2020.

Base Price Adjustment

Contract will be subject to base price adjustments for shipments beyond 12/31/2020, and every 12 months thereafter.

Contract Duration

Commercial terms and conditions of this contract are valid for products shipped through 12/31/2020.

Orders must be issued to "Cooper Power Systems, LLC" and are subject to Eaton's Terms and Conditions of Sale that are included or have been provided previously to the buyer.

The following are the purchase order requirements for Eaton's Power Systems Division

All purchase orders must have the following clearly identified to be accepted by Power Systems. If a purchase order is missing any one of the requirements, it will be returned for revision prior to entering the order.

- Legal entity – Cooper Power Systems
- PO number
- Sold to number or address
- Ship to number or address ('will advise' acceptable temporarily)
- Price per line item
- Quantity per line item
- Catalog number, customer material number, or quote number with identified item numbers
- Freight Terms
- Currency if international
- Payment Terms

Listing any of the following additional requirements on your purchase order will assist in the speed and accuracy of processing your order and preventing orders from being placed on hold:

- Valid and current contract or quote number
- Shipping Notes (if required)
 - If shipping collect an account number must be provided
 - If shipping third party a payer address is needed
 - If shipping direct to the end user, provide an address, contact name and contact number
 - If shipping complete, this must be noted
- Please note any special instructions, including special billing and customer witness tests. It is preferred that they are highlighted.
- Lead-times
 - Please note when the customer needs the material

Phone: 262 524 3374 Fax:

Page 2 of 8

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

- If expedited lead-times have been committed please note who you received the lead-time from and what the commitment was

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal.

The prices on this quote are valid per the Proposal Validity listed in the Proposal Details section of this proposal unless extended explicitly by Eaton. Prices quoted are for shipment per lead-time shown on this Eaton proposal. If there is a need to schedule the shipment later than the quoted lead-time, such as the use of the Approval drawing process, the price will be adjusted per the Commodity Price Index (CPI) in effect at the time of shipment. The CPI is available for your review on the Eaton web site: www.cooperindustries.com/content/public/en/power_systems/resources/cpi.html

In the event Buyer cancels this agreement after award, Buyer may terminate upon payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs.

Lead times quoted are based on accurate and complete information from the customer. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). The manufacturer cannot be held accountable for such delays.

Only routine tests as defined per IEEE C57.12.00-2015, Table 17 shall be performed on all transformers. Additional design tests can be provided at additional cost. Short circuit testing shall not be performed.

Dimensions provided are approximate and subject to change.

All 1 phase overhead transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.20.

All 1 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.38 and C57.12.28.

All 3 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.34 and C57.12.28.

Three Phase Pad Mount Spec - Clarifications /Exceptions:

Section 1.9 – Impedance tolerances shall be per IEEE C57.12.00, Section 9.2.

Phone: 262 524 3374 Fax:

Page 3 of 8

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Section 2.1.3 - Documentation to be provided in single copy format. Replacement part manual shall not be provided

Section 2.1.16 - Tank interior shall be primed not painted.

Section 2.1.17 - As a standard, the main tank cover shall be bolted without a hand hole for ratings 1000kVA and below. The standard for ratings 1500kVA and above shall be a welded main tank cover with one hand-hole (15.5" x 24").

Section 2.1.18 – Exception is taken to providing the Burndy connector in the specification. Eaton's standard ground connector shall be provided.

The 4 lines of stenciling shall be in accordance with section 2.1.18 of Grand Island's spec and shall include kVA, Secondary Voltage, and Fuse information.

Exception is taken to the warranty requested in the customer specs. Eaton's standard warranty shall apply.

Eaton's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment.

For three phase pad mounted transformers, please reference installation and maintenance instructions document MN202001EN for preventative maintenance instructions to maintain the warranty period.

As a standard, the main tank cover shall be bolted without a handhole for ratings below 1500kVA. The standard for ratings 1500kVA and above shall be a welded main tank cover with one hand-hole (15.5" x 24").

Eaton has standardized on the most commonly requested low voltage spade terminals. Please refer to each line item's bill of material for quoted offering.

Transformers 500 kVA and below will have two piece low voltage bushings with studs and screw on spades. Transformers above 500 kVA will have one-piece bushings.

Mineral oil shall be Type II inhibited.

Coatings and surface preparation system shall be Eaton's standard, which is in compliance with IEEE C57.12.28 performance requirements. First coating of metal parts shall be a high-build electro-coat formulation, applied with an electrostatic dip process, over a zinc phosphate pretreatment. Inside cabinet surfaces and tank front shall be light gray. The second coating, a urethane overcoat applied for exterior ultraviolet protection shall be applied to the external tank and cabinet surfaces. Total dry film paint thickness shall be an average of 3 mils.

Eaton performs the routine tests as defined in the current IEEE standards C57.12.00 and C57.12.90, which include:

- Ratio, Polarity, and Phase Relation: Ensures correct winding ratios, phase shift, and tap voltages. Tested at a maximum of 100V.
- Winding Resistance: Verifies the integrity of internal HV and LV connections; provides data for loss upgrade calculations.
- Insulation Power Factor: This test verifies that vacuum processing has thoroughly dried the insulation system to required limits. Please note ECPS does not utilize Doble testing equipment.
- Routine Impulse Tests: The most severe test, simulating a lightning surge. Applies one reduced wave and one full wave to verify the BIL rating.

Phone: 262 524 3374 Fax:

Page 4 of 8

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

- Applied Potential: Applied to both high-voltage and low-voltage windings, this test stresses the entire insulation system to verify all live-to-ground clearances.
- Induced Potential: 3.46 times normal plus 1000 volts for reduced neutral designs, twice normal voltage for full-neutral designs.
- Loss Test: These design verification tests are conducted to ensure that guaranteed loss values are met and that test values are within design tolerances. Tests include no-load loss and excitation current along with impedance voltage and load loss.
- Leak Test: Pressurizing the tank for approximately 4 to 6 hours to ensure a complete seal, with no weld or gasket leaks, to eliminate the possibility of moisture infiltration or oil oxidation.

Single-phase Pad-Mounted Requirements - Clarifications and Exceptions:

Section 1.9 – Impedance tolerances shall be per IEEE C57.12.00, Section 9.2.

Section 3.1.2 - Routine tests as defined per IEEE C57.12.00 shall be performed on production units. Design tests such as Resistance and Short Circuit tests shall not be performed on all units. Certification tests have been previously performed on like transformers that show the design passes the requirements listed in IEEE C57.12.90. These certification reports can be furnished upon request.

Section 3.1.3 – Replacement parts manual shall not be provided.

Section 3.1.4 - Transformer nameplate shall state, "Non-PCB Mineral Oil - when manufactured contained less than 1 PPM PCB."

Section 3.1.7 – One Bay-O-Net fuse shall be provided for grounded-wye loop feed single-phase primary voltages.

Section 3.1.8 - Eaton's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment

Section 3.1.9 - Oil fill plug shall act as an oil level indicator.

Section 3.1.11 - Coatings and surface preparation system shall be Eaton's standard, which is in compliance with IEEE C57.12.28 performance requirements. Tank interior shall not be primed or painted.

Single Phase Overhead - Clarifications / Exceptions:

Section 1.9 – Impedance tolerances shall be per IEEE C57.12.00, Section 9.2.

The requested voltages of 208Y/120 and 480Y/277 are three-phase voltage designation and are not obtainable from an individual single-phase transformer. Three (3) single-phase transformers, each with a 120V or 277V secondary, need to be connected in a wye configuration (commonly referred to as "banking") in order to achieve a voltage of 208Y/120 or 480Y/277. When single-phase transformers are "banked", only two (2) low-voltage bushings are used. Therefore, Eaton is quoting single-phase transformers with a 120V or 277V secondary and two (2) low-voltage bushings to accommodate your request.

Section 4.1.2 – Routine tests as defined per IEEE C57.12.00 Table 18 shall be performed on production units.

Section 4.1.2 – Certified test reports will be provided within thirty (30) days of transformer shipment.

Section 4.1.3 – Replacement parts manual shall not be provided.

Phone: 262 524 3374 Fax:

Page 5 of 8

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton.

Section 4.1.4 – Transformer nameplate shall state, "Non-PCB Mineral Oil - when manufactured contained less than 1 PPM PCB."

Section 4.1.9 – Single-phase overhead transformer coatings and surface preparation system shall be Eaton's standard, which is in compliance with IEEE C57.12.31 performance requirements, in lieu of the request to meet IEEE C57.12.28 for single phase padmount transformers. Tank interior shall not be primed or painted.

Section 4.3.3 – Eaton's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment.

Section 4 -Single-bushing transformers from 5-50 kVA shall be provided with two sets of hanger brackets. Single-bushing from 75-167 kVA and all double-bushing units shall be provided with one set of hanger brackets.

Requested tank height was not met on most units. Please see detail sheet for approximate tank height.

Items 50 & 51 shall have an approximate overall tank width of 30".

Item 37 shall have a max weight of 600lbs.

Exception is taken to the maximum height requirements in Table 2 in the overhead spec. All transformers 25 kVA - 100 kVA shall exceed these height requirements. Please see item details for approximate overall dimensions.

Single phase Overhead units will be provided with 277/480 printed on the nameplate. Nameplate rating of 480Y/277 is for banked units only. Individual transformers rated at 277V.

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs, all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.



1Ph Poles

Quote #: BRN936952 Rev 0
Cust Name: GRAND ISLAND UTILITIES
Currency: USD

Date: 12/3/2019 12:21

Note: All dimensions are approximate. Losses quoted are Guaranteed Average

Item Type	Item #	Alt	Mat. No.	Qty	kVA	Primary Voltage	Secondary Voltage	Average		Lead Time (Weeks)	Spec Date	Primary Bushing		Secondary Bushing		Bushings
								No Load Losses	Load Losses			Average	Total Losses	Qty	Qty	
1Ph Poles	31			3	10	13200/22860Y	277	30	109	8-10	11/1/2018	2		2		5/8 Eyebolt with 3/8 -16 stud
1Ph Poles	32			9	10	13200GY/7620	120/240	30	106	8-10	11/1/2018	1		3		5/8 Eyebolt with 3/8 -16 stud
1Ph Poles	33			1	10	13200/22860Y	120	31	105	8-10	11/1/2018	2		2		5/8 Eyebolt with 3/8 -16 stud
1Ph Poles	34			3	15	13200/22860Y	277	38	166	8-10	11/1/2018	2		2		5/8 Eyebolt with 3/8 -16 stud
1Ph Poles	35			23	15	13200GY/7620	120/240	37	168	8-10	11/1/2018	1		3		5/8 Eyebolt with 3/8 -16 stud
1Ph Poles	36			1	15	13200/22860Y	120	41	161	8-10	11/1/2018	2		2		5/8 Eyebolt with 3/8 -16 stud
1Ph Poles	37			13	25	13200/22860Y	277	58	314	8-10	11/1/2018	2		2		5/8 Eyebolt with 3/8-16 stud
1Ph Poles	38			38	25	13200GY/7620	120/240	60	274	8-10	11/1/2018	1		3		13/16 Eyebolt with 3/8 -16 stud
1Ph Poles	39			4	25	13200/22860Y	120	51	356	8-10	11/1/2018	2		2		13/16 Eyebolt with 3/8-16 stud
1Ph Poles	40			1	37.5	13200/22860Y	277	70	408	8-10	11/1/2018	2		2		13/16 Eyebolt with 1/2-13 stud
1Ph Poles	41			12	37.5	13200GY/7620	120/240	75	366	8-10	11/1/2018	1		3		13/16 Eyebolt with 1/2-13 stud
1Ph Poles	42			1	37.5	13200/22860Y	120	74	432	8-10	11/1/2018	2		2		13/16 Eyebolt with 1/2-13 stud
1Ph Poles	43			1	50	13200/22860Y	277	96	510	8-10	11/1/2018	2		2		13/16 Eyebolt with 1/2-13 stud
1Ph Poles	44			9	50	13200GY/7620	120/240	95	505	8-10	11/1/2018	1		3		13/16 Eyebolt with 1/2-13 stud
1Ph Poles	45			6	50	13200/22860Y	120	97	545	8-10	11/1/2018	2		2		13/16 Eyebolt with 1/2-13 stud
1Ph Poles	46			1	75	13200/22860Y	277	127	671	8-10	11/1/2018	2		2		13/16 Eyebolt with 1/2-13 stud
1Ph Poles	47			1	75	13200GY/7620	120/240	130	685	8-10	11/1/2018	1		3		15/16 Eyebolt with 3/4-10 stud
1Ph Poles	48			1	75	13200/22860Y	120	139	674	8-10	11/1/2018	2		2		15/16 Eyebolt with 3/4-10 stud
1Ph Poles	49			1	100	13200/22860Y	277	194	679	8-10	11/1/2018	2		2		13/16 Eyebolt with 3/4-10 stud
1Ph Poles	50			1	100	13200GY/7620	120/240	173	779	13-14	11/1/2018	1		3		1 1/4 Double Eyebolt with 1-14 Stud
1Ph Poles	51			1	100	13200/22860Y	120	165	889	13-14	11/1/2018	2		2		1 1/4 Double Eyebolt with 1-14 Stud

Hanger Bracket Options	Total Weight	Overall Height	Overall Width	Overall Depth
Hanger Brackets (One Set)	295	38.6	18.9	21.5
Hanger Brackets (One Set)	267	36.7	17.8	20.7
Hanger Brackets (One Set)	305	39.6	18.9	21.5
Hanger Brackets (One Set)	330	40.6	18.9	21.5
Hanger Brackets (One Set)	295	37.7	17.8	20.7
Hanger Brackets (One Set)	331	40.6	18.9	21.5
Hanger Brackets (One Set)	394	37.8	21.3	23.8
Hanger Brackets (One Set)	386	34.9	21.3	24.6
Hanger Brackets (One Set)	397	37.8	21.3	24.2
Hanger Brackets (One Set)	500	38.8	21.3	24.1
Hanger Brackets (One Set)	496	35.9	21.3	24.5
Hanger Brackets (One Set)	492	38.8	21.3	24.1
Hanger Brackets (One Set)	580	39.9	22.6	25.3
Hanger Brackets (One Set)	564	36.9	22.6	25.8
Hanger Brackets (One Set)	597	40.9	22.6	25.3
Hanger Brackets (One Set)	770	46.6	24.1	27.2
Hanger Brackets (One Set)	784	43.7	24.1	28.4
Hanger Brackets (One Set)	866	46.6	24.1	28
Hanger Brackets (One Set)	981	46.64	28.74	28.01
Hanger Brackets (One Set)	941	43.73	30.61	31.49
Hanger Brackets (One Set)	990	46.64	30.61	30.75



68803

2400 W 3rd St. Grand Island, NE

P 308.382.2230

F 308.382.9189

December 10, 2019

Conditions at time of award

Upon award of contract to Kriz-Davis: A Division of Border States, the City of Grand Island shall agree to all terms and conditions, exceptions, and clarifications provided within the bid proposal at time of quotation by Kriz-Davis/BSE.

Kody Kramer
CSR-Utility
Kriz-Davis/BSE

DISTRIBUTION TRANSFORMERS
(POLE-MOUNTED TRANSFORMERS) – CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **BORDER STATES INDUSTRIES, INC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for *DISTRIBUTION TRANSFORMERS* and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Contractor to be the responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, portions thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, him/herself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Noted Exceptions in Border States Supply Co. Proposal dated December 3, 2019.
3. City of Grand Island Request for Proposals.
4. Border States Supply Co. Proposal dated December 3, 2019.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) provide and perform

all necessary labor; and (c) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE III. The proposed pricing will commence as soon as possible after Contract execution, **and that the Contract shall run through December 31, 2020.**

ARTICLE IV. The Contractor hereby agrees to act as agent for the City. The invoice for contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of

employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

BORDER STATES INDUSTRIES, INC.

By  Date 01/09/20

Title Branch Manager Grand Island

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract is in due form according to law and hereby approved.

Attorney for the City

Date _____

RESOLUTION 2020-3

WHEREAS, the City of Grand Island requested proposals for Distribution Transformers, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 10, 2019, proposals were received, opened and reviewed; and

WHEREAS, the following vendors submitted proposals in accordance with the terms of the Request for Proposals and plans and specifications and all other statutory requirements contained therein:

ERMCO, Inc. (Cahoon Sales)	Three Phase Pad-mount Transformer
ERMCO, Inc. (Cahoon Sales)	Single Phase Pad-mount Transformers
Border States Supply Company (Kriz Davis)	Single-Phase Pole-mount Transformers

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quotes from the two vendors listed above for the three categories of Distribution Transformers are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 10, 2020	☐ City Attorney