

**AGREEMENT FOR THE SUPPLY OF  
SOLID DIELECTRIC INSULATED PAD-MOUNTED SWITCH**

**PROJECT #10751.K**

**THIS AGREEMENT FOR EQUIPMENT / SUPPLIES PROCUREMENT** is made this 14<sup>th</sup> day of December, 2021, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", 33 East Broadway Avenue, Meridian, Idaho 83642, and G&W Electric Company, hereinafter referred to as "SUPPLIER", whose business address is 305.W. Crossroads Pkway, Bolingbrook, IL 60440.

**INTRODUCTION**

Whereas, the City has a need for Switchgear; and

WHEREAS, the SUPPLIER is specially trained, experienced and competent to provide and has agreed to provide such equipment;

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

**TERMS AND CONDITIONS**

**1. Equipment / Supply Specifications & Requirements:**

1.1 SUPPLIER shall supply the equipment, supplies and services to the City upon execution of this Agreement and receipt of the City's written notice to proceed, all items as specified in this Agreement.

1.2 The SUPPLIER shall provide all equipment and services under this Agreement consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions and the UCC. The SUPPLIER represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Delivery shall take place according to the milestone schedule (Attachment B).

## **2. Consideration**

2.1 The SUPPLIER shall be compensated on a Fixed Price basis as provided in Attachment B "Payment Schedule" attached hereto and by reference made a part hereof, for the Not-To-Exceed amount of \$205,508.00.

2.2 The SUPPLIER shall provide the City with a detailed invoice upon shipment of all equipment and supplies, which the City will pay within 30 days of receipt of equipment, a correct invoice and approval by the City Project Manager. The City will not withhold any Federal or State income taxes or Social Security Tax from any payment made by City to SUPPLIER under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of SUPPLIER.

2.3 Except as expressly provided in this Agreement, SUPPLIER shall not be entitled to receive from the City any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement., including , but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, SUPPLIER shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 Invoices shall be rendered in duplicate and shall include: (1) Purchase Order number; (2) pricing; (3) quantity; (4) description; (5) point of shipment; (6) method and class of shipment; and (7) complete routing of shipment. Seller/Contractor/Contractor agrees to make a separate invoice for each order and shipment. Unless otherwise expressly provided in the Purchase Order, all taxes, duties, tolls, fees, import charges, or other governmental exactions shall be deemed included in the purchase price of the supplies and services and the City shall have no liability to pay Seller/Contractor/Contractor or any third party any amount in excess of the specified purchase price. City of Meridian, a local governmental entity of the State of Idaho, is exempt from any Federal Manufacturer's Excise Tax under the provision of Section 4221(a)(4) of the Internal Revenue Code. All invoices shall exclude such excise tax. All invoices shall be sent to the following address:

City of Meridian, Accounts Payable, 33. East Broadway Ave., Meridian,  
Idaho 83642.

## **3. Term:**

3.1 This agreement shall become effective upon execution by both parties, and shall expire upon (a) completion of the agreed upon work, or (b) unless sooner terminated as provided below or unless some other method or time of termination is listed in Attachment A.

3.2 Should SUPPLIER default in the performance of this Agreement or materially breach any of its provisions, and fail to remedy within thirty (30) days of written notice, City, at City's option, may terminate this Agreement by giving written notification to SUPPLIER.

3.3 Should City fail to pay SUPPLIER all or any part of the compensation set forth in Attachment B of this Agreement on the date due, SUPPLIER, at the SUPPLIER's option, may terminate this Agreement if the failure is not remedied by the City within thirty (30) days from the date payment is due.

#### **4. Termination:**

4.1 If, through any cause, SUPPLIER, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the City Council determines that termination of this Agreement is in the best interest of CITY, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to SUPPLIER of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.

4.2 Notwithstanding the above, but subject to Section 6, SUPPLIER shall not be relieved of liability to the CITY for direct damages sustained by the CITY by virtue of any breach of this Agreement by SUPPLIER, and the CITY may withhold any payments to SUPPLIER for the purposes of set-off until such time as the exact amount of damages due the CITY from SUPPLIER is determined. This provision shall survive the termination of this agreement and shall not relieve SUPPLIER of its liability to the CITY for damages.

#### **5. Independent Supplier:**

5.1 In all matters pertaining to this agreement, SUPPLIER shall be acting as an independent SUPPLIER, and neither SUPPLIER nor any officer, employee or agent of SUPPLIER will be deemed an employee of CITY. Except as expressly provided in Attachment A, SUPPLIER has no authority or responsibility to exercise any rights or power vested in the City and therefore has no authority to bind or incur any obligation on behalf of the City. The selection and designation of the personnel of the CITY in the performance of this agreement shall be made by the CITY.

5.2 SUPPLIER, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent SUPPLIERS and not as employees of the City.

5.3 SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER

shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of SUPPLIER in fulfillment of this Agreement. If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction and supervision and control of the SUPPLIER.

**6. Indemnification and Insurance:**

6.1 SUPPLIER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of and to the extent of, the performance of this Agreement by the SUPPLIER, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the conduct of CITY or its employees. SUPPLIER shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the CITY shall be named an additional insured in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation Insurance, in the statutory limits as required by law. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, SUPPLIER covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, the performance of this Agreement by the SUPPLIER or SUPPLIER's officers, employs, agents, representatives or subSUPPLIERS and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property. SUPPLIER shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing SUPPLIER'S compliance with the requirements of this paragraph and file such proof of insurance with the CITY at least ten (10) days prior to the date SUPPLIER begins performance of it's obligations under this Agreement. In the event the insurance minimums are changed, SUPPLIER shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the City Purchasing Agent with a copy to Meridian City Accounting, 33 East Broadway Avenue, Meridian, Idaho 83642. Neither Party shall be liable hereunder for consequential or punitive damages (including lost profits or savings) even if it has been advised of their possible existence.

6.2 Any deductibles, self-insured retention, or named insureds must be declared in writing and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or the SUPPLIER shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.3 To the extent of the indemnity in this contract, SUPPLIER's Insurance coverage shall be primary insurance regarding the City's elected officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City or the City's elected officers, officials, employees and volunteers shall be excess of the SUPPLIER's insurance and shall not contribute with SUPPLIER's insurance except as to the extent of City's negligence.

The SUPPLIER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.4 All insurance coverages for Suppliers subs shall be subject to all of the insurance and indemnity requirements stated herein.

6.5 The limits of insurance described herein shall not limit the liability of the Supplier and Supplier's agents, representatives, employees or subcontractors.

6.6 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's agents, representatives, employees or subcontractors.

7. **Warranty:** In addition to any warranty required in the specifications, all equipment, coatings, valves, controls, and other components provided under this agreement shall be guaranteed against defects in workmanship and materials for 24 months from date of the notice of acceptance.
8. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Meridian  
Purchasing Manager  
33 E. Broadway Avenue  
Meridian, Idaho 83642  
Ph. (208) 489-0417  
Email: [kwatts@meridiancity.org](mailto:kwatts@meridiancity.org)

G&W Electric Company  
Vaidyanathan Ramasethu, Application Engineer  
305 W. Crossroads Pkway  
Bolingbrook, IL, 60440  
Ph. (708) 297-0913

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. **Attorney Fees:** Each party to be responsible for their own legal expenses.
10. **Assignment:** It is expressly agreed and understood by the parties hereto, that SUPPLIER shall not have the right to assign, transfer, hypothecate or sell any of its

rights under this Agreement except upon the prior express written consent of CITY.

11. **Discrimination Prohibited:** In performing the Work required herein, SUPPLIER shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.
12. **Reports and Information:**
  - 12.1 At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.
  - 12.2 SUPPLIER shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this or Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.
13. **Audits and Inspections:** Subject to applicable laws respecting the protection of privacy and the City's requirement to comply with the Idaho Public Records Act, Buyer or its representative shall at reasonable times have access to the premises, materials, instructions, working papers, plans, drawings and specifications payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement pertaining to the Work. Subject to the Idaho Public Records Act, Buyer or Representative have no access to Seller's financial records.
14. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
15. **Compliance with Laws:** In performing the scope of work required hereunder, SUPPLIER shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
16. **Changes:** The CITY may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of SUPPLIER'S compensation, which are mutually agreed upon by and between the CITY and SUPPLIER, shall be incorporated in written amendments which shall be executed with the same formalities as this Agreement.



17. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
18. **Waiver of Default:** Waiver of default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided above.
19. **Advice of Attorney:** Each party warrants and represents that in executing this Agreement. It has received independent legal advice from its attorney's or the opportunity to seek such advice.
20. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
21. **Order of Precedence:** The order or precedence shall be the contract agreement, the Invitation for Bid document, then the winning bidders submitted bid document.
22. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.
23. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Meridian.

**CITY OF MERIDIAN**

BY: \_\_\_\_\_  
KEITH WATTS, Procurement Manager

Dated: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

**G&W ELECTRIC COMPANY**

 Digitally signed by Kanwal Gill  
Date: 2021.12.15 16:00:52  
+06'00'

BY: Kanwal Gill

Dated: 12/15/2021

Project Manager  
Tyson Glock

## Attachment A

### SCOPE OF WORK

**Item 1: 15kV, 95 kV BIL Solid Dielectric Insulated Padmount Switch, Catalog No. PLS31-376-12-7FAVU**

**Switch Designation: WD19**

**Quantity: 1**

**Way 1:**

- Three Phase epoxy encapsulated load break switch with integral visible break switch
- 630 Amps continuous and loadbreak.
- 20 kA asym. momentary, and close-into-fault rating.
- 200A Bushing Wells per IEEE 386 interface 3

**Ways 2 and 3:**

- Three Phase epoxy encapsulated fault interrupter switch with integral visible break switch
- 630 Amps continuous and loadbreak.
- 12.5kA sym. maximum interrupting rating
- 500:1 internally mounted current transformers to provide field selectable trip levels from 15-300 A
- Type 3 PLUS Vacuum Interrupter Control housed in a NEMA 6P enclosure
- 200A Bushing Wells per IEEE 386 interface 3

**Standard Features:**

- Front Access to switch operators and bushings
- Welded stainless steel mechanism cover painted light gray (ANSI 70)
- Mild steel frame
- Parking stands for all bushings
- 12 gauge galvanized steel padmount enclosure with 24" cable compartment. Meets ANSI C37.72 & C57.12.28 standards
- Enclosure painted Padmount Guardian Green, Munsell #7.0GY3.29/1.5
- 24" minimum bushing height
- ½"-13 NC grounding provisions
- Padlockable operating mechanism – padlocks are not included
- 3" diameter circular viewing windows to verify OPEN/ CLOSED indicator position.
- Green/ OPEN – Red/ CLOSED labeling

**Additional Features:**

- Capacitively coupled voltage sensors included on way 1 bushings wired to a Voltage Indication Panel
- All ways are equipped with quantity Two auxiliary Form C contacts wired to a junction box for customer use



- Visible Break Mechanism is equipped with quantity One auxiliary Form C contacts wired to a junction box for customer use
- Switch is equipped with a NEMA 6P junction box for customer connections.
  - Junction box includes: Two (2) 20 point terminal strips and takes in auxiliary contact cables from all ways. The junction box also includes provisions for customer wired Fault Circuit indicators
- Single Barrel Keylock to lock in Open position on way 1- (new keylock stamping)
  - Keylock will need to coordinate with four (4) Key
- Vacuum Interrupter Control laptop programming kit included

**Applicable Industry Standards:**

Load Break Switch Ratings: IEEE C37.74

Fault Interrupter Ratings: IEEE C37.60

Bushings: IEEE 386

Padmount Enclosure: IEEE C57.12.28

**Item 2: 15kV, 95 kV BIL Solid Dielectric Insulated Padmount Switch, Catalog No. PLS42-376-12- 9FAVU**

**Switch Designation: WD20 & Spare**

**Quantity: 2**

**Ways 1 and 2:**

- Three Phase epoxy encapsulated load break switch with integral visible break switch
- 630 Amps continuous and loadbreak.
- 20 kA asym. momentary, and close-into-fault rating.
- 200A Bushing Wells per IEEE 386 interface 3

**Ways 3 and 4:**

- Three Phase epoxy encapsulated fault interrupter switch with integral visible break switch
- 630 Amps continuous and loadbreak.
- 12.5kA sym. maximum interrupting rating
- 500:1 internally mounted current transformers to provide field selectable trip levels from 15-300 A
- Type 3 PLUS Vacuum Interrupter Control housed in a NEMA 6P enclosure
- 200A Bushing Wells per IEEE 386 interface 3

**Standard Features:**

- Front Access to switch operators and bushings
- Welded stainless steel mechanism cover painted light gray (ANSI 70)
- Mild steel frame
- Parking stands for all bushings
- 12 gauge galvanized steel padmount enclosure with 24" cable compartment. Meets ANSI C37.72 & C57.12.28 standards

- Enclosure painted Padmount Guardian Green, Munsell #7.0GY3.29/1.5
- 24" minimum bushing height
- ½"-13 NC grounding provisions
- Padlockable operating mechanism – padlocks are not included
- 3" diameter circular viewing windows to verify OPEN/ CLOSED indicator position.
- Green/ OPEN – Red/ CLOSED labeling

**Additional Features:**

- Capacitively coupled voltage sensors included on ways 1 and 2 bushings wired to a Voltage Indication Panel
- All ways are equipped with quantity one auxiliary Form C contacts wired to a junction box for customer use
- Visible Break Mechanism is equipped with quantity One auxiliary Form C contacts wired to a junction box for customer use
- Switch is equipped with a NEMA 6P junction box for customer connections.
- Junction box includes: Two (2) 20 point terminal strips and takes in auxiliary contact cables from all ways. The junction box also includes provisions for customer wired Fault Circuit indicators
- Single Barrel Keylock to lock in Open position on way 2 (**Keylock to match key in the field – Key Stamping: 63330**)
- Vacuum Interrupter Control laptop programming kit included
- SEL 3CRV0600IRA3 faulted circuit indicators for use on way 1 and 2

**Applicable Industry Standards:**

Load Break Switch Ratings: IEEE C37.74

Fault Interrupter Ratings: IEEE C37.60

Bushings: IEEE 386

Padmount Enclosure: IEEE C57.12.28

**Item 3: Four (4) Key Type T Transfer Block for WD5 and WD6**

**Quantity: 2**

- Four Key Type T Transfer Block to field install (installation provided by other) on switch WD5 and WD6
  - Type T Transfer Block to utilize A B and C keylock stamping from the field as well new Key "D" from Item 1.

**Clarifications / Exceptions:**

- Elbows and rubber goods to be provided by other
- Section 1.01.B & 2.05.C – 4 Key Transfer Block to be field installed

- Section 1.05 Action Submittals - G&W to provide Switchgear Drawings, Product Catalog, Test Reports, Paint Coating System, Switchgear Production Tests, Switchgear GWI
- Section 1.07.7 Closeout Submittal – Local Representative (Associated Representative) to be contacted in case of questions for G&W Switchgear
- Section 2.07 Manufactures Services – Kirk Key for Item 1 and 2 will be Installed from the factory. For Item 3, The transfer block is to be installed by the customer.

## Attachment B

**MILESTONE / PAYMENT SCHEDULE**

MILESTONE SCHEDULE					
Milestone 1		Submission of Submittal Drawings		6 Weeks from Contract Approval	
Milestone 2		Wiring Diagrams		6 Weeks from Contract Approval	
Milestone 3		Equipment Delivery		TBD	
Milestone 4		Start-up & Commissioning		TBD	
PRICING SCHEDULE					
Contract includes furnishing all labor, materials, equipment, and incidentals FOB City of Meridian WRRF.					
ITEM	DESCRIPTION	QNTY	UNIT	PRICE	EXTENDED PRICE
1	15kV, 95 kV BIL Solid Dielectric Insulated Padmount Switch, Catalog No. PLS31-376-12-7FAVU Switch Designation: WD19	1	EA	\$58,088	\$58,088.00
2	15kV, 95 kV BIL Solid Dielectric Insulated Padmount Switch, Catalog No. PLS42-376-12-9FAVU Switch Designation: WD20 & Spare	2	EA	\$69,620	\$139,240.00
3	Four (4) Key Type T Transfer Block for WD5 and WD6	2	EA	\$865	\$1,730.00
4	Start-up & Commissioning Support	1	EA	\$6,450	\$6,450.00
CONTRACT TOTAL <u>\$205,508.00</u>					

*Total cost to include all labor, material, equipment, freight, bonds, insurance, travel, lodging, incidental, and applicable taxes*