

Bidding Documents

Furnishing SF₆ Circuit Breaker



**Waverly Utilities
Waverly, Iowa**

December 2024

DGR Project No. 419600



Bidding Documents
Furnishing SF₆ Circuit Breaker

Waverly Utilities
Waverly, Iowa

December 2024

This engineering document is a reproduction of a certified engineering document, the official copy of which was certified by:

_____ Dennis J. Haselhoff, P.E. _____ on _____ 12-3-2024 _____

The official copy of this engineering document is on file at the office of the Owner.

Pages of sheets covered by this seal: All bound pages.

DGR Project No. 419600

DGR Engineering

1302 South Union Street
Rock Rapids, IA
(712) 472-2531
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Bidding Documents

Furnishing SF₆ Circuit Breaker

**Waverly Utilities
Waverly, Iowa**

Contact persons for this project are as follows:

Owner's

Representative:

Waverly Utilities
1002 Adams Parkway
Waverly, IA 50677
Phone: 319-559-2000

Curt Atkins
General Manager
Email: catkins@waverlyutilities.com

Engineer:

DGR Engineering
1302 S Union Street
Rock Rapids, Iowa 51246
Phone: 712-472-2531

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Bidding Documents
Furnishing SF₆ Circuit Breaker

Waverly Utilities
Waverly, Iowa

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the General Manager of the Waverly Utilities, Waverly, Iowa, at 1002 Adams Parkway, Waverly, IA 50677 before **1:00 PM on January 8, 2025**, for the Furnishing SF6 Circuit Breaker project. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened. At said time and place, sealed bids will be publicly opened, read, and tabulated by the General Manager of Waverly Utilities. Bids will be considered by the Board of Trustees of Waverly Utilities at its meeting at 1:00 PM on January 14, 2025. The Board of Trustees may award a Contract at said meeting, or at such other time and place as shall then be announced.

The general nature of the work on which bids will be received consists of: Furnishing one (1) SF6 circuit breaker.

The above work shall be in accordance with the specifications and proposed form of contract now on file in the offices of Waverly Utilities, Waverly, Iowa, by this reference made a part hereof, as though fully set out and incorporated herein.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents at no charge by inputting the **Quest project # 9439301** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of the proposal forms and specifications for individual use may be obtained from the office of the Engineer, DGR Engineering, 1302 South Union Street, PO Box 511, Rock Rapids, IA 51246, telephone: 712-472-2531, fax: 712-472-2710, email: dgr@dgr.com, no deposit required.

Each bid shall be made out on a blank form furnished by the Waverly Utilities and must contain bid security as required by Iowa Code Section 26.8. The bidder's security shall be in the form of either (1) a cashier's check or certified check drawn on a state chartered or federally chartered bank, in an amount equal to ten (10) percent of the amount of the Bid; or (2) a certified share draft drawn on a state-chartered or federally chartered credit union, in an amount equal to ten (10) percent of the amount of the Bid; or (3) a Bid Bond executed by a corporation authorized to contract as a surety in the State of Iowa, in an amount equal to ten (10) percent of the amount of the Bid. The bid security shall be made payable to Waverly Utilities. The bid security must not contain any conditions either in the body of or as an endorsement thereon. Such bid security shall be forfeited to the Waverly Utilities as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within fifteen (15) days after the award of the contract and post satisfactory Performance and Payment Bonds.

The sealed envelope containing the bid shall be clearly marked "BID ENCLOSED – FURNISHING SF6 CIRCUIT BREAKER" on the outside of the envelope.

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by Waverly Utilities and shall guarantee the faithful performance of the Contract

and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless Waverly Utilities from claims and damages of any kind cause by the operations of the Contract.

Payment to the Bidder for said equipment will be made from cash on hand or such other funds that legally may be used or obtained for such purposes. Payment will be paid by Waverly Utilities to the Bidder in accordance with the following schedule:

Ninety-five percent (95%) within thirty (30) days after delivery receipt of the material and associated invoice; five percent (5%) thirty-one days after final completion, field testing, required test reports, record drawings, final documentation and certification by Engineer.

The equipment shall be delivered by March 1, 2026.

By virtue of statutory authority, a preference will be given to products and provisions grown, and coal produced within the State of Iowa. The Owner will, in evaluating Bids, consider the requirements of the resident bidder preference law, and allow such preferences to resident bidders as are required to be allowed under State Law. Bidder shall, when submitting a Bid, furnish an executed Bidder Status Form for the Owner to use when applying the preference law. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Waverly Utilities reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are received and no bid may be withdrawn during this period. The Utilities also reserves the right to waive irregularities, reject any or all bids, and enter into such contract as it shall be deemed to be in the best interest of the Utility.

This notice is given by order of Waverly Utilities, Waverly, Iowa. Dated this 10th day of December, 2024.

WAVERLY UTILITIES
WAVERLY, IOWA

By /s/ Curt Atkins
 General Manager

NOTICE OF PUBLIC HEARING

Notice is hereby given that Waverly Utilities will conduct a public hearing on the plans, specifications, form of contract and estimated total cost for the Furnishing SF6 Circuit Breaker project at its meeting at 1:00 PM on January 14, 2025, in said Board Room, Waverly Utilities, 1002 Adams Parkway, Waverly, Iowa 50677.

The general nature of the work on which bids will be received consists of: Furnishing one (1) SF6 circuit breaker. The circuit breaker shall be delivered to 1002 Adams Parkway, Waverly, IA 50677.

This notice is given by order of Waverly Utilities, Waverly, Iowa. Dated this 10th day of December, 2024.

WAVERLY UTILITIES
WAVERLY, IOWA

By /s/ Curt Atkins
General Manager

INSTRUCTIONS TO BIDDERS

1.01 FAMILIARITY OF CONDITIONS:

- A. Bidders are required to examine to their satisfaction, the plans and specifications and to make sure that the requirements are fully understood. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation regarding their bid.

1.02 BIDDERS QUALIFICATIONS:

- A. Bidder must be capable of performing the work bid upon. The lowest responsive Bidders will be required to satisfy the Owner as to their integrity, experience, number of employees, equipment, personal, and financial ability to perform and ability to finance the cost of the work.
- B. If the information and data requested by the Owner is not furnished, the Owner may consider the Bidder non-responsive or non-responsible. The Owner reserves the right, in its sole and absolute discretion, to accept the bid of a Bidder despite the fact that said Bidder has not submitted any information, list, data or statement requested.
- C. The Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the Contract. Conditional bids will not be accepted.

1.03 METHOD OF BIDDING:

- A. Bids shall be submitted on a unit price or lump sum basis as stated on the Bid form. In preparing a bid, the Bidder shall specify the price, written legibly in ink or typewritten, at which the Bidder proposes to do each item of work. The price shall be stated with respect to each and every alternate item, whether an add alternate, or a deduct alternate. Failure to state a price for any alternate bid item shall constitute a non-responsive bid that will not be considered. The prices shall be stated in figures. In items where unit price is required, the total amount for each item shall be computed at the unit prices bid for the quantities given in the estimate. In the event of discrepancies in the unit price extensions listed in the bid, unit prices shall govern.
- B. For all work let on a unit price basis, the Engineer's estimate of quantities shown on the bid is understood to be approximate only and will be used only for the purpose of comparing bids. For work let on a lump sum basis, any estimate of quantities provided is furnished for the convenience of Bidders and is not guaranteed.

1.04 BID SECURITY:

- A. Each bid shall be accompanied by bid security as specified in the Notice to Bidders and made payable to the Owner. If the bid security is in the form of a bid bond, it must be the original, signed, sealed bid bond. No photocopies of bid bonds will be accepted.

Should the bidder receiving the award fail to execute a satisfactory contract and file acceptable bonds within fifteen (15) days after the award of contract, the Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited. Such forfeiture shall be the Owner's exclusive remedy if Bidder defaults.

- B. The bid security of unsuccessful Bidders will be returned promptly after the award has been made. In no case will the bid security be held longer than thirty (30) days without written permission of the Bidder, except that the bid security of the Bidder to whom the contract is awarded will be retained until he or she has entered into contract and filed an acceptable bond.

1.05 TAXES:

- A. The unit prices for material items in all Bids shall not include provisions for the payment of any taxes payable to the State of Iowa or any other taxing authority.

1.06 ALTERNATE MATERIALS:

- A. Requests for approval of 'or-equal' materials and equipment shall be submitted to the Engineer in writing at least fifteen days prior to receipt of bids. Each request shall conform to the terms and conditions of the bidding documents and to the type, function, and quality standards of approved materials and equipment. The burden of proof of the merit of proposed 'or-equal' materials and equipment is upon the Bidder. The engineer's decision of approval or disapproval of a proposed 'or-equal' item will be final. No substitution shall be approved except by a written addendum issued to all prospective Bidders.

- B. Bidders may submit bids for alternate materials which do not meet all the detailed requirements of the specifications. Such submissions shall be in addition to the basic bid which shall comply with all requirements of the specifications. Bid evaluation and contract award will be made on the basis of the base bid. Alternate materials will then be considered, and the final contract amount adjusted accordingly if the Owner decides to accept bids for alternate materials. In submitting bids for alternate materials, Bidders shall submit manufacturer's data and note the exceptions to the requirements of the plans and specifications.

1.07 TERMS AND CONDITIONS:

- A. The Bidder is invited to attach their standard patent protection and liability limitation conditions, but shall not include any other terms and conditions to this bid.

Attachment of additional terms and conditions shall be grounds for disqualification of the submitted bid.

1.08 CHANGES IN QUANTITIES:

- A. NOT USED.

1.09 SUBMISSION OF BIDS:

- A. Bidders will be furnished with bid form(s) giving the estimate of quantities needed to complete the work. Two copies of the completed bid form(s) and all supporting documentation shall be included with the bid.
- B. If the bid is made by an individual, his or her name and post office address must be shown. If made by a firm or partnership, the name and post office address of the firm or partnership must be shown. If made by a corporation, the person signing the bid must name the state under the laws of which the corporation is chartered, and the name, title, and business address of the executive head of the corporation. Anyone signing a bid as agent may be required to submit satisfactory evidence of his or her authority to do so.
- C. Any changes or alterations made in the official bid form, or any additions thereto, may result in the rejection of the bid. No bid will be considered which contains a clause in which the Bidder reserves the right to accept or reject a contract awarded by the Owner. Bids in which the unit prices are obviously unbalanced may be rejected.
- D. Should the Bidder find discrepancies, ambiguities or omissions from these documents, they should immediately notify the Engineer and an addendum will be sent to all known entities holding copies of the Bidding Documents.
- E. Two copies of each bid form and all supporting documentation shall be provided. Bids shall be placed in an opaque envelope and the envelope sealed and marked "Bid Enclosed – Furnishing SF6 Circuit Breaker" to indicate its contents. If forwarded by mail, the envelope shall be mailed to the following address:

Waverly Utilities
Attn: Curt Atkins, General Manager 1002 Adams Parkway
Waverly, IA 50677
- F. Receipt of any Addenda must be acknowledged on the bid form or a copy of any addenda relating to the bid shall be signed and attached to the bid.
- G. No oral, facsimile, e-mail, telegraphic or telephonic bids or modifications will be considered.
- H. The bid security must be in a separate sealed envelope from the other bid forms, utilizing the labels contained herein.

1.10 **MODIFICATION OR WITHDRAWAL OF BIDS:**

- A. A bid may be withdrawn by an appropriate document duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids. Upon receipt of such notice, the unopened bid will be returned to the Bidder.
- B. If a Bidder wishes to modify its bid prior to bid opening, Bidder must withdraw its initial bid and submit a new bid prior to the date and time for the opening of bids.
- C. No bid may be withdrawn for a period of thirty (30) days after the scheduled date and time for the receipt of bids.

1.11 **CONTRACT AWARD:**

- A. Award of the Contract, if an award is made, will be on the basis of the base bid and/or any alternate bid(s) chosen by the Owner, as is in the best interest of the Owner. It is the intent of the Owner to award one (1) Contract for each bid(s) as is deemed to be in the best interest of the Owner. The effect of the base and evaluated costs, guaranteed delivery date, dimensions and the experience record of the Bidder on units of similar size and rating will be considered in evaluating the bids. This may also include location of manufacturing and assembly, and preference may be given to units manufactured and assembled in the USA. The Owner reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the Owner. In addition to cost, other items that will impact the award decision include the following:
 - 1. Relevant experience with installations of similar size and type.
 - 2. Support capabilities.
 - 3. Ability to meet specified delivery schedule.
 - 4. Conformance to project specifications.
 - 5. Life cycle and maintenance costs.
 - 6. The Owner's and Engineer's past experience with units manufactured by the Bidder.

1.12 **PERFORMANCE BOND:**

- A. The Bidder to whom the contract is awarded shall furnish a Performance Bond in an amount equal to the total amount of the bid guaranteeing the faithful performance of the work in accordance with the terms of the contract. Such bond shall be with a surety company authorized to do business in the State of Iowa and in form acceptable to the Owner. Any costs associated with procuring the necessary bond shall be included in the bid prices.

1.13 EXECUTION OF CONTRACT:

- A. The Bidder to whom the contract has been awarded shall enter into contract with the Owner within 15 days after the award has been made.
- B. No bid shall be considered binding upon the Owner until the contract is properly executed by both parties and all required bonds are filed.
- C. The contract, when executed, shall be combined with all the Contract Documents identified in the Material Agreement representing the entire agreement between parties. The Bidder shall not claim any modification resulting from representation or promise made by representative of the Owner or other persons.

1.14 DELIVERY DATES:

- A. The delivery date for the circuit breaker is desired to be no later than March 1, 2026. If the bidder is unable to meet this delivery date, the next available date should be listed on the bid form and the Owner will take that into consideration.
- B. The Bidder shall provide in his bid a guaranteed delivery and installation date.
- C. The Owner agrees to indemnify the Supplier for circumstances beyond his control, including acts of God, acts of government, and related circumstances. Actions that cause delivery delays that are under the control of the Supplier are failure to allow sufficient time for manufacturing, failure to inform the Engineer of changes in the manufacturing schedule, or lack of cooperation in establishing effective measures by which delays could be minimized.
- D. The Supplier shall provide progress reports for each milestone to the Engineer during the manufacturing of the circuit breaker.

* * * END OF SECTION * * *

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

BID FORM

TO: Waverly Utilities
Waverly, Iowa

FROM: Bidder's Name _____

Address _____

Pursuant to and in compliance with the Notice to Bidders and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

Addendum Number

Addendum Date

1. The prices set forth herein do not include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Waverly, Iowa, F.O.B. Offloading and installation will be completed by Others. The guaranteed delivery date of the equipment shall be included in this Bid.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.
6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the circuit breaker, in strict conformance with the specifications and Bidding Documents, to-wit

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
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BID ITEM:

A	1	69 kV SF6 Circuit Breaker (ea.)	\$ _____	\$ _____
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TOTAL BID AMOUNT:

\$ _____

7. Circuit Breaker Manufacturer:

8. Manufacturing Location:

9. Dimensions:

H: _____ W: _____ D: _____

(Attach a drawing of the proposed equipment with all dimensions)

10. Approximate Weight of Circuit Breaker:

11. Recommended Anchor Bolt Size:

Diameter _____ Length _____

12. Guaranteed Delivery Date:

*All materials shall be furnished F.O.B., Waverly, Iowa.

Bid Security Enclosed _____

Bidder Status Form Enclosed _____

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this ____ day of _____, 2025.

Bidder _____

Address _____

Authorized Officer:

Signature _____

Print _____

Title _____

Phone _____

E-mail _____

Contact for Contract Document Processing:

Name _____

Phone _____

E-mail _____

Contact for Order Status Updates:

Name _____

Phone _____

E-mail _____

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY:

- A. Materials shall be supplied as specified herein, and shall be in accordance with the applicable NEMA, ANSI, IEEE, IPCEA, ASTM Standards, NEC, and the Standards of the Underwriter's Laboratory.

1.02 CONTRACT AWARD:

- A. The Owner will award one (1) contract for the Circuit Breaker as deemed in the best interest of the Owner. The following dates represent the proposed schedule for this Contract:

January 8, 2025	Bid Opening at 1:00 P.M.
January 14, 2025*	Board Awards Contract
January 28, 2025	Supplier furnishes bonds and signed
Mach 1, 2026**	Delivery of Circuit Breaker

* Date subject to change.

**If the bidder is unable to meet this delivery date, the next available date should be listed on the bid form and the Owner will take that into consideration. The Bidder shall provide in his bid a guaranteed delivery and installation date.

1.03 SUBMITTALS:

- A. In addition to any drawings and data submitted with the bid, the Supplier, after award of the contract and before proceeding with the manufacture of the material, shall furnish the Engineer electronic copies of all design calculations, data sheets and drawings covering the design and installation of the material for approval.
- B. The Supplier shall submit structural details and drawings of the equipment outline, schematics, and wiring diagrams for approval. All drawings shall be approved prior to fabrication.
- C. The Supplier shall be responsible for all drawings required to fully document the function of all equipment internal to the control panels. The Supplier shall also note external equipment connections on the wiring diagrams.
- D. The Supplier shall supply to the Engineer an electronic copy in .pdf and AutoCAD compatible format of each of the above-mentioned drawings for all submittals.

- E. Drawings submitted shall be in 11 x 17 format.
- F. Drawings shall be transmitted with a cover letter and such letter shall indicate the submittal numbers, drawings included in transmittal, and date sent.
- G. Approval of final Supplier's drawings or data by the Engineer shall not relieve the Supplier of any part of his responsibility to meet all the requirements of this specification or as to the correctness of his drawings and data. Further, approval of the Engineer does not relieve the Supplier of responsibility for the adequacy of the design.
- H. Shop drawings for all material shall be submitted within 6 weeks of award.
- I. Allow 2-3 weeks for the Engineer's review of the shop drawings.
- J. See the Technical Specifications for additional submittal requirements.

1.04 SHIPPING AND DELIVERY PROCEDURES:

- A. The Bid(s) shall include F.O.B to the project location in Waverly, Iowa. The official address for the project location in Waverly, Iowa is to be determined and will be supplied by the engineer at a later date.
- B. Supplier shall notify the Owner and Engineer when equipment is ready for shipment at least 7 days prior to delivery. In addition, Supplier shall advise the Owner of method of shipment, projected routing, and estimated time in shipment.
- C. Supplier shall notify the Waverly Utilities by telephone when equipment is ready for shipment, at least 48 hours prior to delivery.
- D. Title to the equipment shall pass to the Owner upon acceptance testing and checkout of the equipment and receipt of all required documentation.
- E. Deliveries Accepted: Monday-Friday, 8:00 AM – 3:00 PM, working days only.
- F. Supplier shall also coordinate delivery in advance with the Owner's substation construction Contractor to ensure that site preparations are complete, and the Contractor can schedule to be on-site during delivery of the equipment.
- G. The Supplier shall coordinate delivery locations with the Owner and Engineer.
- H. Offloading and installation will be completed by Others.

1.05 INSURANCE REQUIREMENTS:

- A. **Casualty Insurance** - Except when the risk of loss of the Equipment is with Owner, Supplier shall maintain on the Equipment insurance against loss or damage by fire, lightning and all other risks covered by the so-called extended coverage insurance endorsement in an amount equal to the full insurable value of the Equipment. Upon the request of Owner, Supplier shall deliver to Owner a certificate of insurance evidencing the insurance required by this section.
- B. **Risk of Loss** - Risk of loss of the Equipment shall remain with Supplier until the Equipment has been unloaded, inspected, and accepted by the Owner or Owner's Representative, at which time risk of loss shall pass to Owner. Notwithstanding the foregoing, if Owner rejects the Equipment as non-conforming, risk of loss of the Equipment shall be and remain with Supplier until Supplier corrects the non-conformity or Owner accepts the Equipment.
- C. **Governmental Immunities Endorsement** – Supplier shall obtain a Governmental Immunities Endorsement applicable to the required insurance policies in order to insulate all parties in the event an incident would be protected by Iowa Code Chapter 670.

1.06 WARRANTY:

- A. Supplier shall furnish a standard warranty package with the material.
- B. The warranty shall be in effect a minimum of 60 months from energization or 66 months after date of shipment, whichever comes first.
- C. The Supplier shall warrant the circuit breaker for a period of five (5) years for any SF6 leaks. Any gas leaks greater than 0.5% per year found during this warranty period shall be repaired by the Supplier, at the Supplier's expense.
- D. Shall be comprehensive, without deductibles, and shall cover all equipment furnished by Supplier, whether or not it was manufactured by the Supplier.
- E. All repair parts, labor, and travel expenses necessary for repairs at the job site shall be included.
- F. The Supplier shall repair or replace any materials found to be defective at no cost to the Owner.
- G. Any costs incurred by the Owner due to defective materials supplied by the Supplier shall be reimbursed to the Owner by the Supplier.

1.07 TERMS AND CONDITIONS:

- A. The Bidder is invited to attach their standard patent protection and liability limitation conditions but shall not include any other terms and conditions to this bid. **Any terms or conditions submitted with the Bid other than the terms or conditions herein listed shall be grounds for disqualification of bid. All additional costs required to meet this specification shall be deemed to be included in the base price.**

* * * END OF SECTION * * *

TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL:

- A. These specifications are intended to cover the requirements for a three-phase, 60 Hertz, outdoor, SF6 gas circuit breaker. These circuit breakers shall be designed, constructed, and tested in accordance with the latest revision of all applicable ANSI/IEEE and NEMA Standards. These standards specifically are but are not limited to the following standards:

IEEE C37.04	Standard Rating Structure for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis.
ANSI C37.06	Standard for Switchgear - AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis - Preferred Ratings and Related Required Capabilities.
IEEE C37.09	Standard Test Procedure for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis.
NEMA SG4	Alternating Current High Voltage Circuit Breakers

- B. The circuit breakers shall be manufactured in the United States.

1.02 RATINGS:

Nominal Voltage, RMS	<u>69 kV</u>
Rated Continuous Maximum Voltage, RMS	69 kV
Rated Voltage Range Factor, K	72.5 kV
Rated Continuous Current, RMS, 60 Hz	1.0
Rated Short Circuit Current (at Rated Max. Voltage)	1200 A
Rated Interrupting Time	40 kA
Maximum Symmetrical Interrupting Capability, RMS	3 Cycles
Closing and Latching Capability, RMS	40 kA
Low Frequency Insulation Level, RMS	108 kA
Impulse Crest (BIL) Insulation Level, RMS	160 kV
Maximum Ambient Temperature	350 kV
Minimum Ambient Temperature**	40° C
	-40° C

** with thermostatically controlled tank heaters

PART 2 - PRODUCTS

2.01 CONSTRUCTION:

- A. The circuit breaker shall be dead tank, three pole, single throw, and mechanically and electrically trip free.
- B. The circuit breaker shall be mounted on a rigid hot dipped galvanized steel frame.
- C. The circuit breaker shall include provisions for lifting the assembled breaker.
- D. The aluminum SF₆ phase tanks shall be of one-piece horizontal cylindrical construction with aluminum end covers, aluminum flanged bushing mounting openings, and aluminum CT covers.
- E. Tanks and other components containing SF₆ gas pressure shall conform to requirements of ANSI C37.04 including ASME stamp and pressure relief device (furnish ASME standard 5 certificate of inspection).
- F. The bushings shall be ANSI #70, light gray porcelain and shall be equipped with NEMA 4-hole flat vertically mounted aluminum terminal pad.
- G. The breaker housing shall be permanently marked near each bushing with the bushing identification 1, 3, 5 and 2, 4, 6.
- H. The external finish for the breaker, including accessories shall be unfinished aluminum except for the painted control cabinet and galvanized frame.
- I. All painted surfaces shall be prepared according to acceptable industry standards for surface preparation. The paint shall be oil & rust resistant and a minimum of two coats, 3 mils total thickness, applied.
- J. A plainly visible, mechanical position indicator showing actual position of the main circuit breaker contacts shall be provided. The position indicator shall be visible while standing on the ground with the control cabinet door closed.
- K. Provisions for travel recorder and mounting device.
- L. Mechanical closing device and any special tools required for slow closing of operator for maintenance.
- M. Two copper or stainless steel faced ground pads shall be provided at diagonally opposite corners of the circuit breaker frame. Each ground pad shall be designed for NEMA 2 hole pad, ½" X 13 UNC, grounding connection.
- N. Sufficient quantity of gas, to fill each breaker.
- O. Refillable, non-returnable, gas cylinder for SF₆ transport and storage.

- P. The circuit breaker shall have an external emergency trip handle which trips the breaker and operates a switch that prevents electrically closing of the breaker until after the switch has been manually reset. Trip handle shall be red in color.
- Q. The circuit breaker and accessories shall be designed to withstand seismic Zone 1 stresses as defined in the Uniform Building Code and in accordance with IEEE 693-1984, 'IEEE Recommended Practices for Seismic Design of Substation'

2.02 INTERRUPTERS:

- A. The stationary and movable contacts shall be easily changed out when tanks are opened.

2.03 OPERATING MECHANISM:

- A. The mechanism shall be compression spring stored energy type, and shall be equipped with anti-pumping control features.
- B. The spring operators must be in compliance with applicable ANSI standards covering the spring operating mechanism and associated breaker. The breaker must also be capable of an open - close - open operation without recharge from motor.
- C. The breaker must be capable of the ANSI standard reclosing duty cycle. One immediate reclose operation will be followed by a series of close operations, each delayed by 15 seconds.
- D. SF6 pressure switches shall be installed to keep the system within normal pressures, to prevent closing during low pressure, and to provide a two-stage low pressure alarm for customer's use.

2.04 CURRENT TRANSFORMERS:

- A. Each circuit breaker shall be equipped with two (2) bushing current transformers per bushing. The installed current transformers shall be 1200/5 multi-ratio units of relaying accuracy Class C400. Taps of the current transformers shall be in accordance with NEMA SG4, Table 3-5. The current transformers shall have a minimum thermal rating factor of 2.0.
- B. All leads of all current transformers shall be wired to shorting type terminal blocks in the control cabinet. All current transformer wiring shall be #10 AWG (minimum) switchboard wire. All switchboard wire shall be XL insulated, stranded wire, type SIS.
- C. A separate, plainly marked, shorting type terminal block shall be installed for each current transformer.
- D. Weather-proof conduits and fittings shall be used for all leads from the current transformers to the control cabinet.

- E. Removal of bushing current transformers shall not require the removal of the bushing from the interrupter.

2.05 CONTROL CABINET:

- A. The operating mechanism/control cabinet shall be rated NEMA 3S, dust tight, rain tight, and sleet and ice proof with a three-point latching mechanism.
- B. An operating handle shall be furnished on the exterior of the cabinet doors for latching and unlatching the doors and shall have provisions for padlocking.
- C. The control cabinet shall be painted ANSI #70 gray on the outside and white on the inside.
- D. The cabinet shall contain, as a minimum, the following equipment:
 - 1. Operating mechanism, including gauges, pressure switches, and alarms.
 - 2. Removable conduit plate of sufficient area to bring in conduits (2-4" conduits).
 - 3. Auxiliary switch with at least ten (10) "a" contacts and ten (10) "b" contacts for customer use.
 - 4. A positive temperature coefficient heater to minimize condensation. Provide High Voltage Supply 1030, or equal.
 - 5. Mechanical operation counter.
 - 6. Separate low SF6 pressure lockout auxiliary relays for each trip circuit.
 - 7. Local trip and close push buttons shall be provided in the circuit breaker.
 - 8. Dual 125 VDC trip coils.
 - 9. All necessary SF6 high and low pressure gauges, cut-off and filling valves, and travel switches shall be mounted in the control cabinet and clearly identified. Alarm contacts shall be included for each monitoring device.
 - 10. Terminal blocks for all alarms, auxiliary switches, customer contacts, and A.C. and D.C. supply voltages. All blocks shall be easily accessible, and shall be clearly marked.
 - 11. Terminal blocks for customer control connections shall be General Electric type EB-25, no equal, and for current transformer connections shall be General Electric shorting type EB-27, no equal. Provide a minimum of 25% spare terminals.

12. Separate fused knife switches for control circuits, heater circuits, and motor circuits.
 13. All wiring in the cabinet shall be neat in appearance. Wires shall be terminated with ring type insulated lugs, with both lug and insulation securely crimped. Burndy type YAE-N, or equal. The size of the cabinet shall be large enough, to permit easy access to all parts and terminal blocks.
 14. Duplex 120 VAC GFCI convenience outlet.
 15. Mechanism housing light with door switch.
 16. All contacts furnished for customer use shall be rated for 48 VDC.
 17. The operating mechanism motor shall be 120 volts single phase AC/48 volts DC universal motor with automatic AC/DC transfer switch.
 18. General purpose relays for remote indication of the “Loss of DC Power” or “Loss of AC Power”. Provide one relay for the DC charging motor circuit and each DC trip circuit. Provide one relay for the AC power circuit. The relays shall be located on the load-side of the input fuses. General purpose relays shall be Potter & Brumfield type KRP or equal.
- E. Control and auxiliary circuits shall be wired with #14 AWG (minimum) switchboard wire. Switchboard wire shall be as specified in Section 6.2.
- F. The pressure switches, relays, switches, fuses, terminal blocks, gauges, etc., shall be clearly marked with the designation given to them on the drawings.
- G. Trip circuits shall be wired to easily configure the circuit breakers to auto trip or block trip on a low SF6 lockout condition with the addition or removal of a jumper wire.
- H. **Circuit breaker shall include one (1) spare trip coil and one (1) spare close coil.**

2.06 CONTROL POWER:

- A. Control Power shall be ungrounded 125 VDC. All equipment, coils, and contacts shall be capable of being operated at 139 VDC when the station battery is being equalize charged.

2.07 AUXILIARY POWER:

- A. All Auxiliary Power Equipment shall be single phase and will be supplied from a 120/240 VAC source.

2.08 ACCEPTABLE MANUFACTURERS:

- A. All bids will be evaluated on the basis of compliance with the Specifications, cost, delivery, and the Owners and Engineer's past experience with units manufactured by the Supplier.
- B. Furnish ABB, Mitsubishi, Siemens, or approved equal.

PART 3 - EXECUTION

1.01 APPROVAL DRAWINGS:

- A. See General Requirements, for approval drawing requirements.

1.02 DRAWINGS AND INSTRUCTION MANUALS:

- A. Each gas circuit breaker shall be shipped with an instruction manual and complete set of certified "as built" drawings, stored within a compartment in the control cabinet. As-built drawings shall include the following:
 - 1. Nameplate drawing.
 - 2. Outline of breaker and associated equipment.
 - 3. Control schematics and wiring diagrams of all equipment.
 - 4. Connection Diagrams.
 - 5. Outline of bushings.
 - 6. CT curves.
- B. In addition, the successful bidder shall, under separate cover, furnish: six (6) copies of instruction manuals; six (6) copies of certified "as built" drawings; and two (2) electronic files with drawings in AUTOCAD format and manuals in PDF format.
- C. The instruction manual shall contain a list of recommended spare parts.

1.03 SHIPMENT AND DELIVERY:

- A. See General Requirements, for shipment and delivery requirements.

1.04 WARRANTY:

- A. See General Requirements, for warranty requirements.

* * * END OF SECTION * * *

MATERIAL AGREEMENT

THIS AGREEMENT made as of _____, 2025 between _____ (hereinafter called the "Supplier"), and **Waverly Utilities, Waverly, Iowa** (hereinafter called the "Owner"),

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named agree as follows:

1.01 SCOPE OF WORK.

- A. The Supplier agrees to sell and deliver to the Owner and the Owner agrees to purchase and receive from the Supplier equipment in strict accordance with the documents entitled “**Furnishing SF₆ Circuit Breaker for Waverly Utilities, Waverly, Iowa.**”

1.02 THE CONTRACT DOCUMENTS.

- A. The Contract Documents shall consist of this written Agreement, Bid Form, Notice to Bidders, Instructions to Bidders, Addendums issued numbers __, Insurance Policies and Certificates, General Requirements, Performance Bond, drawings and specifications, tests and engineering data, approved change orders, Supplier’s Requests for Payment, and all addenda issued by the Owner prior to the awarding of the Contract (collectively, the “Contract Documents”). All of the Contract Documents listed in this Material Agreement are hereby incorporated by this reference as fully as if they were set out in this Agreement in full, all of which documents and instruments are incorporated by the signature of the parties hereto. The Unit(s) will be designed, manufactured, tested, shipped, sold and invoiced in accordance with ____ (Supplier) bidding documents, revision __, dated _____.

1.03 TIME OF COMPLETION.

- A. The work to be performed under this contract shall be commenced upon execution of this Agreement. Material shall be fully delivered by _____.

1.04 THE CONTRACT SUM.

- A. The Owner shall pay the Supplier for the equipment, in current funds: The Owner shall pay to the Supplier for performance of the work encompassed by this Agreement, and the Supplier will accept as full compensation therefore the lump sum of \$ _____, subject to adjustment as provided by the Contract Documents, to be paid by progress payments in cash or its equivalent in the manner provided for in the Contract Documents.

1.05 PAYMENT.

- A. Upon shipment of the complete equipment, the Supplier shall submit to the Owner a detailed statement of the equipment shipped. The Owner shall, within thirty (30) days after delivery receipt of the material and associated invoice, pay the Supplier ninety-five percent (95%) of the contract price of the material.
- B. The Owner shall not less than thirty one (31) days after final completion, field testing, required test reports, record drawings, final documentation, and certification by Engineer, pay the Supplier the remaining five percent (5%) of the contract price.

1.06 TERMINATION.

- A. This Agreement may be terminated by either party upon seven (7) days written notice should the other party breach the terms of this Agreement and, that party fails to initiate and diligently pursue a cure to such breach within the seven (7) day period after receiving such written notice.

1.07 ASSIGNMENT.

- A. The Supplier shall not assign all of his rights or obligations under this Agreement without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Supplier shall remain liable for the performance of the work under this Agreement.

1.08 PARTIAL INVALIDITY.

- A. If any provisions of this Agreement are in violation of any statute or rule of law of the State of Iowa, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

1.09 WAIVER.

- A. No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Supplier to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

1.10 ENTIRE AGREEMENT.

A. The within Agreement, together with the Contract Documents, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.

1.11 COUNTERPARTS.

A. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

1.12 GOVERNING LAW.

A. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Bremer County, State of Iowa or the United States District Court for the State of Iowa. This transaction shall be governed by the laws of the State of Iowa.

1.13 INSURANCE REQUIREMENTS.

A. The Supplier shall secure and maintain such insurance policies as specified in the General Requirements of this Contract.

1.14 NOTICES.

A. All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner:

Waverly Utilities
1002 Adams Parkway
Waverly, IA 50677

If to Supplier:

1.15 RISK OF LOSS.

A. Risk of loss of the Equipment shall remain with Supplier until the Equipment has been unloaded, inspected, and accepted by the Owner or Owner’s Representative, at which time risk of loss shall pass to Owner. Notwithstanding the foregoing, if Owner rejects the Equipment as non-conforming, risk of loss of the Equipment shall be and remain with Supplier until Supplier corrects the non-conformity or Owner accepts the Equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

Waverly Utilities

Owner

Supplier

Sign: _____

Sign: _____

Print: _____

Print: _____

ATTEST

ATTEST

Sign: _____

Sign: _____

Print: _____

Print: _____