

**RESOLUTION NO. 23-2024**

Introduced by Joel Hagy

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH PEPKO PROFESSIONAL ELECTRIC PRODUCTS COMPANY FOR THE PURCHASE OF SWITCH GEAR RELATING TO THE 2024 HURON PUBLIC POWER EXPANSION PROJECT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND SEVEN HUNDRED AND XX/100 (\$58,700.00)**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**


**SECTION 1.** That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with Pepco Professional Electric Projects Company for the purchase of switch gear relating to the 2025 Huron Public Power Expansion Project in the amount of Fifty-Eight Thousand Seven Hundred and XX/100 Dollars (\$58,700.00), a copy of the proposal is attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST:

  
Clerk of Council

  
Monty Tapp, Mayor

ADOPTED:

12 MAR 2024





**Quotation**

QUOTE DATE		QUOTE NUMBER	
02/02/24		S101541255	
ORDER TO:			PAGE NO.
PEPCO AKRON 1140 E. WATERLOO ROAD AKRON OH 44306 330-896-3790 Fax 330-896-1661 briemenschnaider@pepconet.com			1 of 1

QUOTE TO:  
CITY OF HURON  
417 NORTH MAIN ST  
HURON, OH 44839

SHIP TO:  
CITY OF HURON  
417 NORTH MAIN ST  
HURON, OH 44839  
419-433-5000

OFFER	CUSTOMER ORDER NUMBER	RELEASE NUMBER/DATE	SALESPERSON	
BRIEMENS			ROBERT RUMBAUGH	
OFFER BY	SHIP VIA	TERMS	VALID THROUGH	FREIGHT CLASS
	BEST WAY	Net Due 30 Days	02/02/24	No
OFFER QTY	DESCRIPTION	Unit Price	Extension	
1ea	^G&W RPFI42-376-12-9F PER SQ-75651:A  This specific Lot Shipment has no related material detail defined.	58700.000	58700.00	

Quotation is valid through date listed above and subject to change without notice. All applicable taxes and freight may not be included. Returns may be subject to restocking fees and/or freight. All items are subject to manufacturer terms and conditions. Please see our website at [WWW.PEPCONET.COM/TERMS](http://WWW.PEPCONET.COM/TERMS) for details.

<b>Subtotal</b>	<b>58700.00</b>
<b>Est Tax</b>	<b>0.00</b>
<b>S&amp;H CHGS</b>	<b>0.00</b>
<b>Amt Paid</b>	<b>0.00</b>
<b>Amount Due</b>	<b>58700.00</b>

Customer:	Distributor
Date:	2/1/2024
Validity:	30 Days
Quotation Number:	SQ-75651: A
Customer Reference:	City of Huron

**Item 1: 15kV, 110 kV BIL SF6 Insulated Padmount Switch, Catalog No. RPF142-376-12-9F**

**Quantity: 1**

**Ways 1 and 2:**

- Three Phase Rotary Puffer load break switch
- 630 Amps continuous and loadbreak.
- 25kA asym. momentary, and close-into-fault rating.
- 600 A Quick Change field replaceable bushings

**Ways 3 and 4:**

- Three Phase 630 Amp Type FI fault interrupter
- 12.5kA sym. maximum interrupting rating
- 500:1 internally mounted current transformers to provide field selectable trip levels from 15-300A
- Type 2 Vacuum Interrupter Control housed in a NEMA 4X enclosure.
- 200A Bushing Wells per IEEE 386 interface 3

**Standard Features:**

- Front Access to switch operators and bushings.
- Welded ½" mild steel tank and frame.
- Parking stands for all bushings
- 12 gauge galvanized steel padmount enclosure with 24" cable compartments. Meets ANSI C37.72 & C57.12.28 standards
- Enclosure painted Padmount Guardian Green.
- 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 position
- Green/ OPEN – Red/ CLOSED labeling

**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

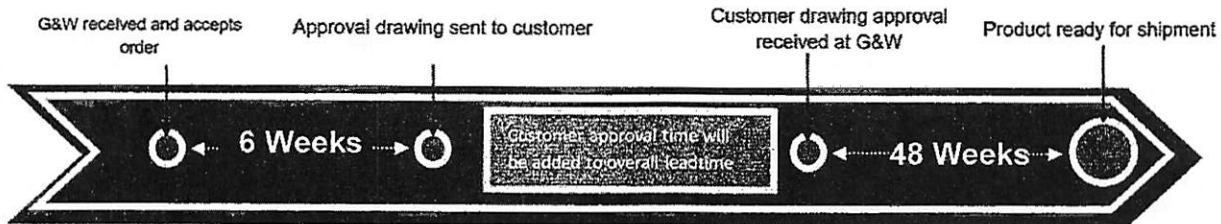
**Exceptions/Clarifications:**

- Elbows and rubber parts provided by others
- All other materials not mentioned in the above quote are provided by others

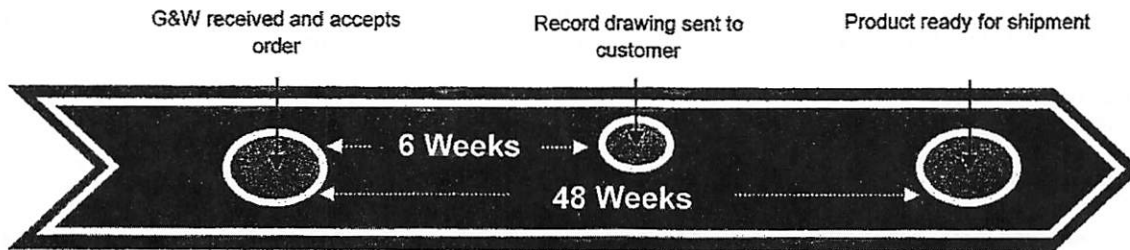
# G&W Electric

## Commercial Terms and Conditions

**Approval Order:** Order requiring customer approval of top level drawing prior to release to production



**Record Order:** Order released straight to production (customer waived approval)



### **Submittal drawings (if required):**

If required, submittal drawings will be issued for approval 6 weeks after receipt of order.

### **Lead time for shipment:**

48 weeks after receipt of order and release to production.

Submittal and shipment lead time is subject to change at the time of order receipt due to dynamic component lead time and factory loading conditions.

**Shipping Terms:** FOB-Destination

**Freight:** Prepaid and Allowed by best means available

**Manufacturing Location:** G&W reserves the right to manufacture the product(s) on this quotation in either the Bolingbrook, IL (USA) or Brampton, ON (Canada) facility based on best available capacity.

**Payment:** Net 30 days Payment terms are subject to G&W Finance Department approval.

**Purchase Order Submission:** Purchase order should be addressed to:

G&W Electric Co.  
305 W. Crossroads Parkway  
Bolingbrook, IL 60440-4938

### **Terms & Conditions:**

Warranty and all other terms and conditions are as per SM-F-1 Rev 8 below.

# G&W Electric

## TERMS OF PAYMENT

Domestic accounts - Net 30.

International accounts - Standard terms are an irrevocable letter of credit, confirmed by a Prime U.S. bank, for the full amount of the contract, valid for at least 60 days beyond the latest quoted shipping date. Other terms may be granted upon receipt of satisfactory credit references and approval by our Finance Department. Letter of credit must be received prior to release of the order to manufacturing.

Late payment charge of 1 $\frac{1}{2}$ % per month on all past due invoices and unpaid balances. Shipments and deliveries hereunder shall at all times be subject to the judgment of Seller that the financial condition of Buyer at all times justifies continuance of shipments and deliveries hereunder. If Buyer shall fail to make any payments in accordance with the terms and provisions hereof, Seller, in addition to its rights and remedies, but not in limitation thereof, may at its option, defer shipments or deliveries hereunder, or under any other contract with the Buyer, except upon receipt of satisfactory security or of cash before shipment.

## PRICE POLICY

It is G&W's policy to publish for sole use of our domestic representatives *Confidential* price lists of our Standard Products. Quoted prices are firm for 30 days (60 days international). Orders placed after 30 days (60 days international) are subject to price in effect at time of acceptance. Notwithstanding the foregoing sentence, Seller reserves the right to increase prices for undelivered Products in the event of an increase in the cost of raw material or third-party components or a change in market conditions prior to the agreed upon delivery time. Customer requests to extend originally agreed to delivery date will be subject to price escalation.

## TAXES

Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.

## FREIGHT TERMS

Terms as stated in the attached quotation.

## MINIMUM ORDER CHARGE

Domestic destination - \$250 Net

International destination - \$500 Net

## EXPORT PACKING

Export order for all material or devices (except compound alone) - add 5% to net price of order. Export orders for compound alone -- add 50¢ per gallon.

## TITLE AND INSURANCE

Seller assumes no responsibility for insuring shipments unless specifically requested by Buyer and then only at Buyer's expense and valuation. Regardless of freight payments, all risk of loss shall pass to Buyer upon delivery by Seller to carrier at F.O.B. point.

## WARRANTY

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS SOLD HEREUNDER. For Cable Accessories Python line products ("Kits"):

A. Seller warrants Kits sold hereunder to be free from defects in material and workmanship under normal use and service for a period of one (1) year from date of installation of the Kit if: (i) the Kit is installed within one (1) year of the date of its shipment; (ii) the installation of the Kit is performed solely by Seller or by a Seller approved third-party ("Certified Installer"), and; (iii) the appropriately completed warranty datasheet is returned by Buyer to Seller within 15 days of the date of installation of such Kit.

B. For Kits (i) not installed within one (1) year of the date of shipment or (ii) Kits installed within one (1) year of the date of shipment by a Certified Installer but Buyer has not complied with the requirements of A(iii) above, Seller warrants that such Kits shall be free from defects in material and workmanship under normal use and service for a period of one (1) year from date of shipment.

C. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND WARRANTY OBLIGATIONS WITH RESPECT TO ANY KITS THAT HAVE BEEN INSTALLED BY A PERSON OR ENTITY THAT IS NOT A CERTIFIED INSTALLER.

For goods sold hereunder other than Kits:

A. Seller warrants all goods sold hereunder to be free from defects in material and workmanship under normal use and service for a period of eighteen (18) months from the date of shipment by Seller, or twelve (12) months from date of commissioning by End-User, whichever comes first.

Seller's obligation under these warranties is limited to repair or replacing, at its option, any goods, which upon inspection by Seller shall disclose to Seller's satisfaction to have been defective in material or workmanship. Buyer must return the goods to Seller's factory, shipping charges prepaid, with complete information as to alleged defects and the installation, operation and service of the goods.

## LIMITS OF LIABILITY

Seller shall not be liable for, and Buyer shall indemnify the Seller from liability arising from injury or damage to property or persons caused in any manner by the operation, possession or use of the goods sold hereunder. The liability of Seller arising out of the supplying of any goods, or their use, whether on warranties or otherwise, shall not in any case exceed the cost of correcting defects in the goods as herein provided. Seller shall not in any event be liable for any labor expended by Buyer on any defective goods or for any special direct, indirect or consequential damages arising out of or in connection with the use or performance of the goods. Seller assumes no responsibility with respect to the capacity of Seller's goods to function as components in other products. Buyer assumes full responsibility for specifications and design of any product in which Seller's goods may become components and shall indemnify Seller against any liability attributed to any inadequacy in such specifications or design. Seller shall not be liable for mis-operation or misapplication of goods sold or supplied due to unusual or abnormal electrical system disturbances. **Important Notice:** User shall determine the suitability of the products for intended use and assume all risk and liability in connection therewith.

# **G&W Electric**

## **DELAY**

Shipping dates are approximate and are based upon prompt receipt of all necessary information. The Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to acts of God, war, riot, embargoes, acts of civil or military authorities, priorities, allocations, fires, floods, epidemics, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor, manufacturing facilities, components or materials, acts of the Buyer, or any other cause beyond the reasonable control of the Seller. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

## **PATENTS**

Seller will defend at its own expense any action brought against Buyer, to the extent that it is based on a claim that the goods furnished by Seller infringe a U.S. patent, and Seller will pay those costs and damages finally awarded against Buyer in any such action which are attributable to any such claim, but such defense and payments are conditioned on the following: (a) that Seller shall be notified promptly in writing by Buyer of any notice of such claim; and (b) that Seller shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (c) should the goods become or in Seller's opinion be likely to become the subject of a claim of infringement of a U.S. patent, that Buyer shall permit Seller at its option and expense either to procure for Buyer the right to continue using the goods or to replace or modify the same so that it becomes non-infringing. The foregoing states the entire liability of Seller with respect to infringement of patents by the goods or any part thereof. Buyer shall hold Seller harmless against any expense, judgment or loss on account of any actual or alleged infringement of any patents, copyrights or trademarks which result from Seller's compliance with Buyer's designs, specifications or instructions.

## **PATTERNS AND TOOLS**

Any patterns and tools heretofore or hereafter acquired specially to produce goods for Buyer shall become the property of the Seller. If Buyer does not order goods produced with such property for a period of two years, Seller may dispose of such property.

## **ORDER CANCELLATION**

### **Non-Engineered Products**

- A. Standard catalogued items not yet through complete order entry, no charge.
- B. Standard catalogued items through order entry but not yet in production - \$250.00 domestic; \$500 International.

### **Engineered Products**

- A. Orders through order entry but not yet in engineering process - \$250.00 domestic; \$500 International.
- B. Orders in engineering process - 25% of order value plus any vendor charges levied against G&W for advanced ordered materials.
- C. Approval drawings furnished and materials advanced ordered - 35% of order value plus cost of materials ordered.
- D. Order released for production - up to 100% of order value.

## **STORAGE**

Equipment on which manufacture or delivery is delayed, due to any cause within the Buyer's control, may be placed in storage by Seller, for Buyer's account and risk, and regular charges therefore and expenses in connection therewith shall be paid by Buyer, but if, in Seller's opinion, it is unable to obtain, or continue with such storage, Buyer will, on request, provide or arrange for suitable storage facilities and assume all costs and risks in connection therewith.

## **RETURN OF MATERIAL**

No material shall be returned without first having secured approval and terms for return, along with necessary returned goods forms, from G&W Electric Co. Final acceptance of authorized returns will be made when the material is received at the factory.

## **COMPLIANCE WITH LAWS**

Seller certifies that the goods sold hereunder were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938 amended and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

## **GENERAL**

A valid agreement binding upon Seller will only come into being as of the time a formal written acknowledgement of a purchase order is sent to Buyer by Seller. Such agreement is not assignable by Buyer without written approval of Seller. Such agreement will be governed by the laws of the State of Illinois. Waiver by Seller of a breach of any of the Terms and Conditions of this or any other agreement with Buyer shall not be construed as a waiver of any other breach.

## **ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement between Seller and Buyer, and such agreement may not be modified or amended except by a writing executed after the date hereof by an authorized officer of Seller. Seller shall not be bound by any terms of Buyer's purchase order forms or other documents which attempt to impose conditions at variance with Seller's Terms and Conditions of Sale set forth herein unless the same shall be specifically agreed to in writing by an authorized officer of Seller. Seller's failure to object to the provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of these Terms and Conditions which shall constitute the entire agreement between the parties.

## **INSTALLATION, SERVICING OR ERECTION**

Installation, erection or servicing of the equipment or supervision thereof by Seller, if specified or requested by Buyer, is available. Contact Factory for terms and conditions.