

AGENDA

CLARKSVILLE CONNECTED UTILITIES SPECIAL CALL COMMISSION MEETING

400 West Main Street, Clarksville
January 23, 2026 @ 12:30pm

- 1) CALL TO ORDER
- 2) OLD BUSINESS
 - a) PCF Loan Acceptance
- 3) NEW BUSINESS
 - a) January 2026 Commission Meeting Rescheduled
 - b) March 2026 Commission Meeting Rescheduled
 - c) Bid#474 - Substation Maintenance
 - d) Bid#475 - Substation Maintenance
 - e) Load Letters 1-4
- 4) EXECUTIVE SESSION
- 5) ADJOURN

CLARKSVILLE CONNECTED UTILITIES COMMISSION
DATE: January 23, 2026
AGENDA ITEM – 2A

ITEM: Old

SUBJECT: PCF Rehabilitation loan acceptance letter

INITIATOR: Roy Young, General Manager (GM)

BACKGROUND: Pollution Control Facility (PCF) was constructed in 1980. The plant infrastructure is deteriorating although the staff has been doing a phenomenal job keeping CCU in compliance with permit requirements, these requirements are becoming more stringent and harder to meet.

ANALYSIS: Olsson and CCU GM along with PCF manager (Porsha Russell) recommend signing the attached award letter and returning it to Arkansas Natural Resources Division before the January 31st, 2026, deadline. Accepting the award does not obligate CCU to the loan until the loan closes. Next step will be securing the revenue needed to repay the loan.

FINANCIAL CONSIDERATION: None

LEGAL CONSIDERATION: None

RECOMMENDATION: Approve CCU PCF manager and GM to sign the necessary documents to accept Arkansas Natural Resources Division Loan Number: 02710-CW-L & 02711-CW-F.



PLAN OF ACTION

1. **Accept Award** – Olsson recommends accepting the award at the January 26th, 2026 commission meeting. Sign and return award letter before January 31st, 2026. Accepting award does not obligate CCU to the loan until loan closing.
 - a. Please see Attachment A for further information.
2. **Select an Alternative** – Olsson recommends selecting Alternative 3 Phase 1. This was the alternative that was recommended to the Commission previously. To improve affordability, Olsson reduced the immediate improvements for this project to those with the highest priority. Postponed improvements will need to be addressed in the future.
 - a. Please see Attachment B for further information.
3. **Approve a Contract Amendment with Olsson** – Contract amendment will authorize Olsson to begin detailed design of improvements included in the scope of the selected alternative. Olsson to provide contract amendment after alternative selection has been completed.
4. **Funding Agency Checklist Items and Loan Closing** – Commit to completing the loan closing by January 31st, 2027. The funding agency, ANRD, has checklists of steps that need to be completed prior to loan closing. For example, loan closing cannot occur until plans and specifications have been approved and a rate adjustment is in place. We recommend Olsson to work with CCU staff to complete the checklists.
 - a. Please see Attachment C for further information.
5. **Select Project Delivery Method** – Olsson recommends proceeding with a Construction Manager-At-Risk project delivery method.
 - a. Please see Attachment D for further information.



ATTACHMENT A



ARKANSAS DEPARTMENT OF AGRICULTURE



Sarah Huckabee Sanders
Governor

1 Natural Resources Drive, Little Rock, AR 72205
agriculture.arkansas.gov
(501) 225-1598

Wes Ward
Secretary of Agriculture

Revised Acceptance of Loan Terms
City of Clarksville
Pollution Control Facility Improvements
Project Number: 25-040
Loan Numbers: 02710-CW-L & 02711-CW-F

By signing and returning this form the City of Clarksville is accepting the offer of financial assistance in the form of a loan in the amount of up to \$30,892,764.65, and a loan with principal forgiveness in the amount of up to \$5,451,666.35 approved by the Arkansas Natural Resources Commission on November 19, 2025, and acknowledges the following:

1. To close on this financial assistance the borrower will raise revenue as needed to fully fund debt service, O & M, and depreciation reserve at 110% coverage and it is initially estimated that increases in average sewer rates will be necessary. The final revenue increases will be determined at loan closing, but please anticipate an 80% increase. Should it be determined, at any point, during the term of this loan that the rates are insufficient in covering the required debt service, operation and maintenances costs, and the required maintenance of the depreciation reserve fund, the City will be required to increase the sewer rates.
2. The Director will set the combined annual borrower rate and loan terms at the time of loan closing. The anticipated term for the funding is 20 years with a combined rate of 4% per annum. The loan terms are contingent on full loan closing including first disbursement of funds on or before January 31, 2027. In the event this does not occur, the combined rate will be determined based on current available program lending rates. Determining if a loan has met all program requirements and is ready to close will be the sole discretion of the Director.
3. Prior to loan closing and acceptance of funds the Borrower may reject the financial assistance, and the funds will be de-obligated.
4. The borrower understands that upon completion of the project any awarded financial assistance that is not utilized to complete the project approved in the application will be de-obligated and that any grant or principal forgiveness funds will be disbursed in a proportionate percentage to the approved loans.
5. The borrower understands that to receive this financial assistance they must comply with all State and Federal laws and program requirements. This includes but is not limited to submission of audit reports or agreed-upon procedures to Legislative Audit in accordance with A.C.A § § 14-234-119 – 14.234.122.

Acceptance of Loan Terms
City of Clarksville
Pollution Control Facility Improvements
Project Number: 25-040
Loan Numbers: 02710-CW-L & 02711-CW-F

6. The borrower must provide documentation that is organized as a sub-division of The State of Arkansas and may issue tax (State of Arkansas and Federal Income Tax) exempt bonds. This documentation must be presented prior to loan closing and subject to ANRC's bond council review and approval. If the entity is organized as a not-for-profit entity, or a private entity it must convert to a Public Water Authority as described in Arkansas Code 4-35-101.
7. *The borrower certifies compliance with Act 605 of 2021, Oversight of Retail Water Providers, as amended in Act 545 of 2023. If the borrower is unable to provide or has not satisfied the requirements as described in the acts mentioned previously, the borrower is not eligible to receive funding from the Arkansas Department of Agriculture, Natural Resources Commission. The funds will be de-obligated and the entity will need to reapply once they are in compliance with the laws of The State of Arkansas.*
8. Applicant will return an enable user access form with the proper contact information and roles for this project.
9. These funds are considered federal funds (Clean Water State Revolving Fund, CFDA 66.458). The Applicant must follow programmatic and federal requirements including but not limited to Build America, Buy America (BABA), American Iron and Steel (AIS), National Environmental Protection Act (NEPA), Davis Bacon Prevailing Wage Rates, and 2 CFR 200.

The remainder of this page is left blank intentionally.

Acceptance of Loan Terms
City of Clarksville
Pollution Control Facility Improvements
Project Number: 25-040
Loan Numbers: 02710-CW-L & 02711-CW-F

10. Failure to return this acceptance letter with authorized signature will result in de-obligation of funding.

Name of Borrower	Name and Title of Duly Authorized Representative
Signature	Date

This acceptance must be received by January 31, 2026.

Please return it to:
Bob Hunt, Finance Program Coordinator
Arkansas Natural Resources Division
1 Natural Resources Drive
Little Rock, Arkansas 72205
bob.h.hunt@arkansas.gov



ATTACHMENT B



Alternative Selection

Before choosing an alternative, a decision on clarifiers needs to be made:

- Two new clarifiers
 - **Recommended option**
 - Requires two new clarifier structures and two new equipment systems
 - Would allow the plant to continue operating while clarifiers, splitter box, and pump station are being built
 - Opinion of probable cost: \$4.6 million
- One new clarifier + reuse of two existing clarifiers
 - Requires 3 new equipment systems and one new clarifier structure
 - Adding a new pump station next to the existing one will cause issues – conflicts with piping, high and lows spots, long suction lines, and lots of bends – not hydraulically ideal
 - Opinion of probable cost: \$4.0 million (higher risk, complications with piping and reduced construction space may increase this price)

If we proceed with two new clarifiers, the following are the remaining options:

- Alternative 3 Phase 1
 - **Recommended alternative**
 - Abandon existing aeration basins and construct two new ones
 - Does not include disc filters
 - Opinion of probable cost: \$31.1 million
- Alternative 4 Phase 1
 - Rehabilitation of existing aeration basins (structural repairs, if necessary, fix weir gates, remove settled grit and solids, and increase aerator motor size)
 - Reliant on disk filters
 - Longer construction time
 - Opinion of probable cost: \$27.8 million
- Hybrid Alternative
 - Construct one new aeration basin
 - Rehabilitation of existing aeration basins (structural repairs, if necessary, fix weir gates, remove settled grit and solids, and increase aerator motor size. Anticipating replacement, these improvements will not be as robust as those in Alternative 4)
 - Requires an additional splitter box for new aeration basin
 - Requires a more complicated and expensive design since the new and old aeration basins may need to be treated as separate trains
 - Will require spending money on the existing aeration basins that will be abandoned later
 - Longer construction time
 - Opinion of probable cost: \$28.5 million



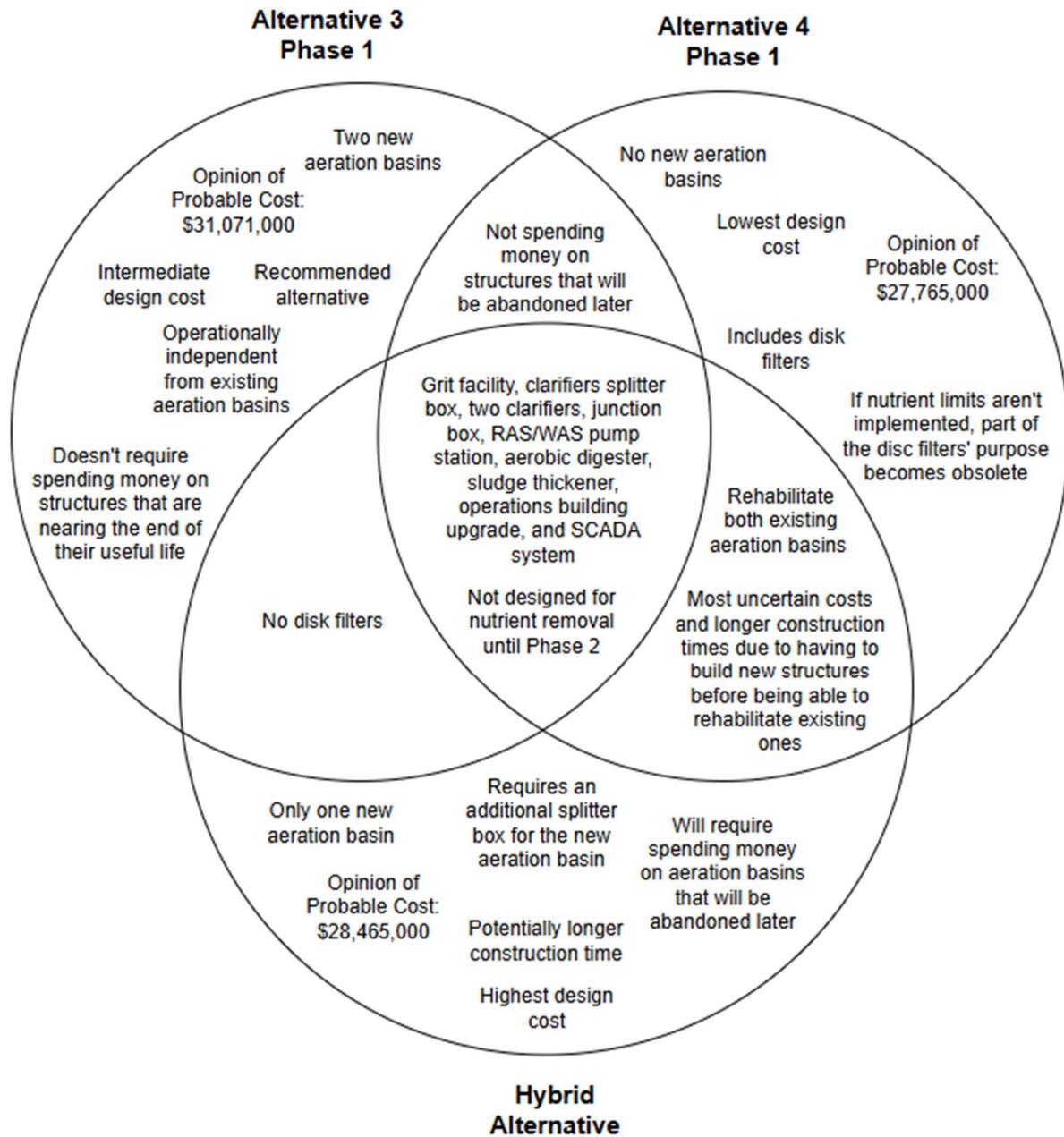
To improve affordability, Olsson reduced the immediate improvements to those with the highest priority. The postponed improvements to be constructed in a future phase include:

- Primary pump station
- Chlorine building
- Operations building improvements

Please note that these improvements will likely need to be made within the next 5-10 years.



Comparison of Alternatives





ATTACHMENT C



Requirements for Loan Closing

- Once the Award is accepted and returned before January 31st, 2026 and access to the EnABLE portal is granted, there are two checklists that must be completed
 - o One checklist is managed by the ANRD project administrator
 - o One checklist is managed by the ANRD project engineer
- CCU must procure a bond attorney
- An environmental review process must be completed
- Plans and specifications must be approved by regulatory agencies
- While a rate increase doesn't need to be implemented right away, an adjustment must be set in place

Details on Loan Closing

- Loan closing and bid opening are typically done around the same time
- Owner may be reimbursed for engineering fees during the first disbursement
- Typically, the time between loan closing and repayment is around three years
- Interest is only calculated on the amount that is drawn
- The Utility has the option of paying the interest monthly, or capitalizing it into the loan
 - o On the Funding Application, we noted that we wanted to include about \$1.37 million as estimated capitalized interest during construction
- If the January 31st, 2027 deadline for loan closing is missed, interest rates may increase, but loan may not necessarily be lost
 - o Ensure that if loan closing deadline is projected to not be met, reach out to ANRD to request an extension waiver earlier on
 - o One to three-month extension is reasonable



ATTACHMENT D



Construction Manager-At-Risk Delivery Method

Advantages

- Provides construction input during design, which can reduce redesign, improve constructability, and get a better understanding of costs
 - o Market-based cost estimates at 30%, 60% and 100% design stages
- Can help meet tighter deadlines through collaboration with the engineer
 - o Critical equipment/materials can be pre-procured
- Less risk for claims
- Higher quality – selection of best qualified construction manager, not the “lowest bidder”
- Fewer change orders

Disadvantages

- Could result in slightly higher preconstruction costs
- More complex selection process
- Cannot guarantee that delivery method will result in the lowest price
- May not be the best fit for “simpler” projects

Design-Bid-Build Delivery Method

Advantages

- Allows for fully competitive pricing – useful when budget is primary concern
- Simple, familiar, and legally straightforward
- Clear separation of roles and responsibilities

Disadvantages

- Longer delivery timeline
- No contractor input during design
- Greater risk of change orders
- Less flexibility once bid documents are issued

Recommendation

Construction Manager-At-Risk

For this type of project that involves phasing and the improvement of multiple parts of a plant, it is recommended that a CMAR project delivery method be considered. While preconstruction costs may be slightly higher, having contractor input throughout the design could ultimately help save a lot of money. Given that this project involves funding with deadlines, it is important to choose a delivery method that will prioritize efficiency, quality, and constructability. A previous Clarksville project completed in 2015, the Water Treatment Facility Expansion project, successfully utilized the CMAR delivery method and was able to reduce costs by around \$1 million.



Tentative Schedule

Secured Funding	December 29, 2025
Accept Award Deadline	January 31, 2026
Contract Amendment for Detailed Design	February 4, 2026
Preliminary Plans and Specifications (30%)	May 4, 2026
Advertise for CMAR	May 4, 2026
Select a CMAR	June 15, 2026
30% Review Workshop (Heat Check on Cost)	July 1, 2026
Plans and Specifications (60%)	August 4, 2026
60% Workshop and CM Cost Estimate	September 4, 2026
Complete Plans and Specifications	December 4, 2026
Submit to ADEQ, ADH, and ANRD	December 4, 2026
Completion of Checklists (excluding agency approvals)	December 31, 2026
ADEQ and ADH Anticipated Approval	March 4, 2027
Loan Closing Deadline	January 31, 2027 (We expect to ask for an extension)
Construction Notice to Proceed	March 4, 2027
Construction Completion	June 4, 2029

CLARKSVILLE CONNECTED UTILITIES COMMISSION

DATE: January 23, 2026

AGENDA ITEM – 3A

ITEM: New

SUBJECT: Reschedule of January 2026 Commission Meeting

INITIATOR: Roy Young, General Manager

BACKGROUND: Due to the forecasted weather conditions, the January 26th meeting will need to be rescheduled to a later date.

ANALYSIS: The regular meeting originally scheduled for January 26, 2026, will be rescheduled to date decided upon by the Commissioners.

FINANCIAL CONSIDERATION: None

LEGAL CONSIDERATION: Notify the public when changing meeting dates or times.

RECOMMENDATION: Reschedule the January 26, 2026, Commission meeting to the following Monday, February 2nd, 2026, at 4:30 pm.

CLARKSVILLE CONNECTED UTILITIES COMMISSION
DATE: January 23, 2026
AGENDA ITEM – 3B

ITEM: New

SUBJECT: Reschedule of March 2026 Commission Meeting

INITIATOR: Dana Frizzell

BACKGROUND: The Finance Officer is unavailable the week of March 23, which is also spring break.

ANALYSIS: The regular meeting originally scheduled for March 23, 2026, will be rescheduled to March 16, 2026, at 4:30 pm.

FINANCIAL CONSIDERATION: None

LEGAL CONSIDERATION: Notify the public when changing meeting dates or times.

RECOMMENDATION: Reschedule the scheduled meeting from March 23, 2026, to March 16, 2026, at 4:30 pm.

CLARKSVILLE CONNECTED UTILITIES COMMISSION
DATE: January 23, 2026
AGENDA ITEM – 3C

ITEM: NEW

SUBJECT: North Substation Maintenance

INITIATOR: Chris Goodman

BACKGROUND: This is routine maintenance and testing of electric equipment at substation.

ANALYSIS: I requested 4 bids and received 2 bids.

FINANCIAL CONSIDERATION: \$22,868.00

LEGAL CONSIDERATION: none

RECOMMENDATION: Information purposes only on using ETM based on low bid. CCU has used them in the past and are satisfied with their work.

CLARKSVILLE LIGHT & WATER CO.

BID TABULATION

ITEM: North Substation transformer testing & maintenance

BID OPENING DATE/TIME: 1-16-2026 1:30 PM

Dollars Budgeted: \$35,000.00

	<u>BIDDER</u>	<u>BID PRICE</u>
1.	Electrical Testing & Maintenance Corp.	\$22,868.00
2.	Sentinel Power Services	no bid
3.	Sunbelt Solomon	\$42,200.00
4.	Shermco	no bid
5.		

Recommended Bidder: Electrical Testing & Maintenance Corp.

Basis for Award: Apparent Low Bid

Bid Evaluation By: Chris Goodman Chad Kendall

ELECTRICAL TESTING & MAINTENANCE CORP.

◆ **ETM** 3673 CHERRY RD., Suite 101
MEMPHIS, TN 38118
PHONE 901-566-5557 www.etmcorp.net

Date: 12/2/2025

Quotation No. 25430

Chris Goodman
Clarksville Connected Utilities
P.O. Box 1807
Clarksville, AR 72830

SUBJECT: North Sub Maintenance Bid

Chris,

We are pleased to offer you the following proposal for the 2026 Maintenance on the North Substation for CCU.

Quote is based on one (1) mobilization of three (3) techs x three (3) x eight (8) hour weekdays.

Scope of Work

Testing of station transformers: Both substation transformers are rated at 70mva and manufactured by Federal Pacific. They are rated at 161kv/69kv/12.470kv.

- Complete visual external inspection of transformer and appendages.
- Test Rapid Pressure Rise Relay
- Check to ensure there is an adequate nitrogen blanket in the transformer.
- Power factor test on all bushings.
- Power factor test on all arresters.
- Power factor test on the transformer.
- Excitation.
- No Load Tap Changer: Test to ensure ratios are correct and test to ensure proper mechanical operation.
- Transformer Turns Ratio (TTR) Ratio test on all 5 taps.
- Winding Insulation Resistance (Megger).
- Core Insulation Resistance (Megger).
- DGA oil sample which will test for acetylene, carbon dioxide, carbon monoxide, ethane, ethylene, hydrogen, methane, nitrogen, oxygen, combustible gases, and total gas content.
- Other oil conditions to be inspected or tested include visual, color, dielectric breakdown voltage, interfacial tension, neutralization number, specific gravity, and water content.

Formal Engineering Report

ELECTRICAL TESTING & MAINTENANCE CORP.

◆ **ETM** 3673 CHERRY RD., Suite 101
MEMPHIS, TN 38118
PHONE 901-566-5557 www.etmcorp.net

PRICING

Line 1: North Sub Labor @ \$185/hr.:	\$13,320.00
Line 2: North Sub Mileage & Travel Time	\$5,640.00
Line 3: North Sub Material	\$500.00
Line 4: North Sub Hotel & Meals	\$3,408.00
Total:	\$22,868.00

Terms Net 30 days.
Taxes not included.
Quote valid for 30 days.

CUSTOMER RESPONSIBILITIES

- Make all electrical equipment available to ETM during the mutually acceptable working hours.
- Provide experienced electricians and/or supervisors familiar with the power distribution system to schedule and perform necessary switching operations to de-energize and re-energize the electrical apparatus on which the work will be performed.
- Provide 115 VAC single-phase power in the work areas.
- Provide lighting in the work area.
- Costs, if any, for utility crew for outage.
- Prior to start of work, customer shall familiarize ETM with customer's safety practices and regulations in effect at the work location. ETM shall be under no obligation to commence work unless safety practices are acceptable to ETM.
- Delays beyond the control of ETM will be subject to additional billing.

If any additional electrical and/or mechanical defects are discovered during our service, these defects will be brought to your attention for review and approval to proceed with repairs.

If this proposal is acceptable, please email the PO to e.foster@etmcorp.net

Sincerely,

Eric Foster – Sales Engineer
Electrical Testing and Maintenance Corp.
Cell: 501-237-0098
E-mail e.foster@etmcorp.net



Chris Goodman
Clarksville Connected Utilities
chris.goodman@clarksvilleconnected.net | (479) 754-6241

Sean Mahon
Business Development Manager
sean.mahon@sunbeltsolomon.com | +1 9033949093

DESCRIPTION	QTY	EACH
<p>Field Service: Inspect and Test (x2) Equipment to be Serviced: 161000-69000-12470 Transformer Type: Sub Manufacturer: Federal Pacific Oil Type: Mineral Location: Outside Expected Outage Required: 2 Days</p> <p>SCOPE OF WORK: SS Field Services proposes to send Field Technicians to complete the following scope: Mobilize technicians and associated equipment to Clarksville, AR. Transformer will have been de-energized, disconnected, isolated and grounded prior to arrival. Work to be scheduled Tuesday, Wednesday, or Thursday to allow for Mobilization of crews to and from site during normal working hours. Customer Feed and Supply terminations disconnected and re-connected by others.</p> <p>Notes: -Please Note: Current pricing provided is for any work performed prior to end of year 2025. -All work to be performed in 2026 is subject to re-evaluation of current markets and subject to pricing changes. -Should it be determined that additional replacement parts are required, this will be brought to your immediate attention. Costs for such shall be quoted in addition to the price below and may require additional mobilization.</p> <p>Transformer Inspection for Each Unit Thoroughly inspect the entire unit, record all as found gauge readings and report any deficiencies found. If issues are found, document findings with report and associated pictures. Perform electrical testing as outlined below. Perform DGA sample as outlined below.</p> <p>Electrical Testing Perform electrical testing: Transformer Turns Ratio (TTR) on all taps. Winding Resistance on set tap. Core ground (Megger). Insulation resistance. Power Factor. (Doble) Transformer windings, bushings and arresters. Excitation. (Doble) Test Rapid Pressure Rise Relay Ensure adequate N2 blanket on unit, top off if necessary.</p> <p>Oil Sampling / Testing DGA/Oil Analysis – D3612 Karl Fischer Moisture Analysis – D1533b Oil Screen</p> <p>Clean up work area and depart. Provide documented test results as required.</p>	1	\$21,100

1922 S. MLK Jr. Drive
Temple, TX 76504

+01 800.433.3128

info@sunbeltsolomon.com
sunbeltsolomon.com



Service Location: Clarksville, AR | **Warranty:** One year from Service Date | **Terms:** Net 30 with approved credit.

Unless otherwise noted above, the following apply for all quotations

Customer Responsibilities

- Due to handling of customer insulating oils, a non-PCB test result as sampled at least one year prior to service date is required. Sample kit can be provided by Sunbelt Solomon.
- For projects that require internal access [bushing leak repairs, tap changer leak repairs, gauge replacements] to Padmount or Substation type transformers, customer shall verify via pictures or pre-site visit the subject transformer is equipped with top mounted access covers / manholes suitable for access to internal components.
- For Assembly and Testing Projects
 - Provide qualified individual and appropriate equipment and facilities for all material receiving, handling, lifting, and placing to include all ship separate parts for assembly.
- Provide access for vehicles and oil containment within 50' of transformer and proper workspace clear of obstructions
- Coordinate all power outages and absorb any related costs. In addition, the customer shall provide an electrician or engineer, familiar with the distribution system and is to be available during the repair and / or testing periods. He or she will be responsible for LOTO, grounding, disconnecting and re-energizing all equipment, as necessary.
- Provide free and clear access to the equipment.
- Provide lighting and 120V power with GFI as required.
- Provide a list of job site hazards specific to its operation. These may include, but are not limited, to confined spaces, presence of chemicals and contaminants, and other operations in the area.
- Provide emergency response training or documentation to Sunbelt Solomon employees.
- Notify its own employees to keep unqualified employees away from the work area for their own protection.
- If applicable, provide rigging assistance for removal of LTC covers.

Work Not Included

- Any site-specific meetings or customer specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service
- For Vacuum Processing Work
 - Ambient temperatures in winter months may require a core heat up prior to vacuum processing. Should a core heat up be required, costs for such will be charged at time and material rates.
 - Drying required in addition to stated vacuum hold period prior to filling is excluded. Additional time if moisture reads > 1%, would be charged on a time and material rate.
 - Outside the stated vacuum period, all work will be performed during M-F, up to 14-hour days unless noted otherwise
- Sunbelt Solomon shall not be responsible for specialized parts / fittings required for foreign made equipment unless identified prior to mobilization. Customer shall notify Sunbelt Solomon or provide adequate documentation.
- Development of switching procedures and/or MOP's
- Update of original factory order drawings.
- Additional site visits or meetings beyond that required to perform the scope of work above
- Sunbelt Solomon will not be responsible for supplying additional back-up generator(s) unless otherwise indicated within this quotation.

Proposal Acceptance

- This proposal (except schedule) is valid for 30 days from date of issue. All work must be completed within 90 days from issuance of purchase order. Work completed post 90 days may be subject to price changes due to increases in commodity prices.
- Any changes to the scope of work or Bill of Material will require a revised quotation which may result in adjustments to the quoted price. No schedules or other activity will be initiated until a hard copy purchase order is received. Price does not



1922 S. MLK Jr. Drive
Temple, TX 76504



+01 800.433.3128



info@sunbeltsolomon.com
sunbeltsolomon.com



include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate.

- Unless specifically noted above, all work is to be performed Monday through Friday. Saturdays, Sundays, and holidays excluded. Extensive delays due to circumstances beyond the control of Sunbelt Solomon will be subject to additional billing.
- Reports will generally be issued within 10 working days post project completion.

All sales are subject to Sunbelt Solomon ("Supplier") Standard Terms and Conditions unless otherwise mutually agreed in writing. Acceptance of Buyer purchase order by Seller does not constitute acceptance of order nor Buyer terms and conditions. Supplier terms will prevail in absence of Buyer terms and conditions attached to the order (no weblinks). As orders are time sensitive and it is cost prohibitive to review and negotiate terms and conditions between parties, Supplier Terms and Conditions apply to quotes/orders: 1) with a value before tax of \$25,000 or less, 2) services completed before issuance of a purchase order, and 3) all emergency services regardless of value and whether or not submission of terms and conditions by Buyer. Performance does not constitute acceptance of Customer terms. In no circumstance will Sunbelt Solomon accept liquidated or consequential damages unless explicitly agreed to in writing by an Executive Officer. Supplier does not agree to Prime/Owner contract terms unless explicitly agreed to in writing by and Executive Officer.

CLARKSVILLE CONNECTED UTILITIES COMMISSION
DATE: January 23, 2026
AGENDA ITEM – 3D

ITEM: NEW

SUBJECT: South & Southwest Substation maintenance

INITIATOR: Chris Goodman

BACKGROUND: This is routine maintenance and testing of electric equipment at substation.

ANALYSIS: I requested 4 bids and received 2 bids.

FINANCIAL CONSIDERATION: \$58,880.00

LEGAL CONSIDERATION: none

RECOMMENDATION: Information purposes only on using ETM based on low bid. CCU has used them in the past and are satisfied with their work.

CLARKSVILLE LIGHT & WATER CO.

BID TABULATION

ITEM: South & Southwest Substation transformer testing & maintenance

BID OPENING DATE/TIME: 1-16-2026 1:30 PM

Dollars Budgeted: \$75,000.00

	<u>BIDDER</u>	<u>BID PRICE</u>
1.	Electrical Testing & Maintenance Corp.	\$58,880.00
2.	Sentinel Power Services	\$84,898.40
3.	Sunbelt Solomon	incomplete bid
4.	Shermco	no bid
5.		

Recommended Bidder: Electrical Testing & Maintenance Corp.

Basis for Award: Apparent Low Bid

Bid Evaluation By: Chris Goodman Chad Kendall

ELECTRICAL TESTING & MAINTENANCE CORP.

◆ **ETM** 3673 CHERRY RD., Suite 101
MEMPHIS, TN 38118
PHONE 901-566-5557 www.etmcorp.net

Date: 12/2/2025
Chris Goodman
Clarksville Connected Utilities
P.O. Box 1807
Clarksville, AR 72830

Quotation No. 25370

SUBJECT: South & Southwest Sub Maintenance Bid

Chris,

We are pleased to offer you the following proposal for the 2026 Maintenance on the South and Southwest Substations for CCU.

Quote is based on two (2) separate mobilizations of four (4) techs x three (3) x eight (8) hour weekdays.

Scope of Work

Two Load Tap Changers (LTC)

- Complete visual external inspection of LTC
- Check oil gauge for proper level

Motor Inspections:

- Verify proper operation counter function.
- Check operation of cabinet heaters.
- Check position indicator for proper operation.
- Check condition of door gasket.
- Check for oil leaks at bearings and gaskets.
- Check for worn or broken parts.

LTC Main Compartment:

- Drain and store oil from LTC compartment. CCU will provide barrels and dispose of old oil.
 - Open door to LTC compartment and clean compartment with clean oil and clean cloths.
 - Check for wear and alignment of all fixed and moving parts.
 - Replace any parts found to be worn or damaged. CCU has LTC repair parts on hand and desires to use them before other parts are ordered.
 - Operate LTC to verify proper mechanical timing and alignment on all taps.
 - Check barrier seals between LTC and Transformer main tank.
 - Check condition of door gasket and replace if needed.
 - Close and bolt LTC door.
 - Refill with new oil. CCU will provide new oil.
 - Perform final operational checks.
- Check for oil leaks and proper oil level.

ELECTRICAL TESTING & MAINTENANCE CORP.

◆ **ETM** 3673 CHERRY RD., Suite 101
MEMPHIS, TN 38118
PHONE 901-566-5557 www.etmcorp.net

Testing of station transformers: Both substation transformers are 69kv primary/12.470kv secondary. The South substation transformer is a MagneTek 12/16/20mva. The Southwest substation transformer is a Kuhlman 15/20/25mva.

- Complete visual external inspection of transformer.
- Power factor of bushings.
- Power factor of bushings and arresters, both high and low voltage.
- Excitation.
- Transformer Turns Ratio (TTR).
- Winding Insulation Resistance (Megger).
- Core Insulation Resistance (Megger).
- DGA oil sample.

Testing of substation circuit breakers: South substation has seven ABB 15kv 800 amp type ESV circuit breakers with ABB or SEL relay protection at the breaker and one Siemens 72.5kv 1200 amp type SF-6 circuit breaker. Southwest substation has six ABB 15kv 800 amp type ESV circuit breakers with Basler relay protection in the control house and one Siemens 72.5kv 1200 amp type SF-6 circuit breaker.

- Complete visual inspection of each breaker.
- Perform all pertinent tests per **ANSI/NETA MTS-2011 Standards**.

Testing of protective relays: Each substation will have five Basler BE1-50/51B-105 over-current relays and one Basler BE1-87T transformer differential relay.

South substation will have four ABB DPU over-current relays and three SEL-751 feeder protection relays located at the breakers.

Southwest substation will have six Basler BE1-851 over-current relays located in the control house.

- **Test relays per ANSI/NETA MTS-2011 Standards.**

Batteries and battery chargers:

- Check voltage on each cell of batteries in both substations.
- Check battery charger for proper operation in both substations.
- Inspect the overall condition of batteries and chargers.

Formal Engineering Report

ELECTRICAL TESTING & MAINTENANCE CORP.

♦ **ETM** 3673 CHERRY RD., Suite 101
MEMPHIS, TN 38118
PHONE 901-566-5557 www.etmcorp.net

PRICING

Line 1: South Sub Labor @ \$185/hr.:	\$17,760.00
Line 2: South Sub Mileage & Travel Time	\$6,400.00
Line 3: South Sub Material	\$500.00
Line 4: South Sub Hotel & Meals	\$4,780.00
Line 5: Southwest Sub Labor @ \$185/hr.:	\$17,760.00
Line 2: Southwest Sub Mileage & Travel Time	\$6,400.00
Line 3: Southwest Sub Material	\$500.00
Line 4: Southwest Sub Hotel & Meals	\$4,780.00
Total:	\$58,880.00

Terms Net 30 days.
Taxes not included.
Quote valid for 30 days.

CUSTOMER RESPONSIBILITIES

- Make all electrical equipment available to ETM during the mutually acceptable working hours.
- Provide experienced electricians and/or supervisors familiar with the power distribution system to schedule and perform necessary switching operations to de-energize and re-energize the electrical apparatus on which the work will be performed.
- Provide 115 VAC single-phase power in the work areas.
- Provide lighting in the work area.
- Costs, if any, for utility crew for outage.
- Prior to start of work, customer shall familiarize ETM with customer's safety practices and regulations in effect at the work location. ETM shall be under no obligation to commence work unless safety practices are acceptable to ETM.
- Delays beyond the control of ETM will be subject to additional billing.

If any additional electrical and/or mechanical defects are discovered during our service, these defects will be brought to your attention for review and approval to proceed with repairs.

If this proposal is acceptable, please email the PO to e.foster@etmcorp.net

Sincerely,

Eric Foster – Sales Engineer
Electrical Testing and Maintenance Corp.
Cell: 501-237-0098
E-mail e.foster@etmcorp.net

Quote 109040

12/18/2025

To: Clarksville Light and Water
400 W MAIN ST
PO BOX 1807
CLARKSVILLE, AR 72830-3512 US

From: Sentinel Power Services
Quincy Normandin
qnormandin@sentinelpowerservices.com

Attn: Chris Goodman

Phone:

Email: chris.goodman@clarksvilleconnected.net

Quote: 109040

Revision:

Bid Type: Fixed Bid

Project: Routine Maintenance - 2 substations

Scope:

Sentinel Power Services is pleased to provide this quotation for your consideration. Sentinel Power Services is a NETA Accredited independent third party entity which functions as an unbiased testing authority, professionally and financially independent of manufacturers, suppliers, and installers of equipment or the systems being evaluated. Our NETA Certified technicians, performing these electrical tests and inspections, are trained and experienced concerning the apparatus and systems being evaluated. Sentinel Power Services' technicians are capable of conducting the tests in a safe manner and with complete knowledge of the hazards involved, including all applicable NFPA 70E and OSHA 29CFR 1910 requirements. Sentinel Power Services uses state of the art testing equipment, which is calibrated annually and is traceable to the National Institute of Standards and Technology (NIST).

It is Sentinel Power Services' mission to provide our business partners with safe, reliable, and cost effective solutions to their electrical power distribution system needs, 24-hours a day. Sentinel Power Services can structure a program that will help minimize unplanned outages and keep your facility online. Sentinel Power Services can also perform a variety of engineering services and professional training, ranging from Arc Flash Hazard Analysis Training to the safe and proper operation of your electrical distribution equipment.

Upon completion of all Sentinel Power Services projects, the Lead Technician will contact you before leaving the site and provide an overview of the project and address any deficiencies that may have been discovered. Any such deficiencies requiring corrective action, and / or replacement parts would be additional to this proposal and billed separately, however, no additional work will be performed without your prior authorization. Sentinel Power Services will issue a detailed engineering report, upon analysis of the data collected. The report will include a; summary of the project scope; description of the equipment tested; description of the tests performed; analysis with recommendations; and individual test reports for each piece of equipment tested.

This quotation and any work performed hereunder are based upon the attached Terms and Conditions of Supply and Performance and does not include any additional costs for unforeseen delays due to weather, equipment availability, or any other reason beyond Sentinel Power Services' control. Sentinel Power Services will furnish all labor, testing equipment, and engineering necessary for the proper execution of this project, unless otherwise stated in the Project Scope.

TECHNICIAN QUALIFICATION DATA:

Technicians performing these electrical tests and inspections shall be trained and experienced concerning the apparatus and systems being evaluated. These individuals shall be capable of conducting the tests in a safe manner and with complete knowledge of the hazards involved. They must evaluate the test data and make a judgment on the continued serviceability or non-serviceability of the specific equipment. Technicians shall be certified in accordance with ANSI/NETA ETT-2015, Standard for Certification of Electrical Testing Technician. Each on-site crew leader shall hold a current certification, Level III or higher, in electrical testing.

PROJECT SCOPE:

Sentinel Power Services will perform NETA Acceptance Testing as follows:

- (2) Large Medium Voltage Liquid-Filled Transformers
- (2) Oil-Filled Motor Operated Load Tap Changers

- (2) 72.5kV SF6 Circuit Breakers
- (13) 15kV Vacuum Circuit Breakers
- (25) Protection Relays (ABB, BASLER, SEL)
- (2) Station Battery Systems (Battery Bank & Charger)

LIQUID-FILLED TRANSFORMER INSPECTION & TESTING

Visual and Mechanical Inspection

Inspect for physical damage.

Check for signs of leaks or seepage.

Verify proper fluid level.

Verify positive pressure on tank.

Check temperature gauges and reset maximum temperature indicator.

Verify that alarm, control, and trip settings on temperature and level indicators are as specified.

Verify that cooling fans and /or pumps operate correctly and that fan and pump motors have correct over-current protection, if applicable.

Verify operation of alarm, control, and trip circuits from temperature and level indicators, pressure relief device, gas accumulator, and fault pressure relay, if applicable.

Electrical Tests

Perform insulation-resistance tests, winding to winding and each winding to ground. Calculate polarization index.

Perform turns-ratio tests at the designated tap position.

Measure the resistance of each winding at the designated tap position.

Sample in accordance with ASTM D-923 and test for the following, as applicable:

Standard & Water

Dielectric Strength: ASTM D-1816 (1mm Gap)

Acid Neutralization: ASTM D-974

Interfacial Tension: ASTM D-971

Color: ASTM D-1500

Visual: ATSM D-1524

Water: ATSM D-1533

Dissolved Gas Analysis: ASTM D-3612

Items / Equipment:

1 Maintenance Testing

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
(1392)	Mileage <i>Weekly (1) trip to facility area</i> <i>Weekly (1) trip from facility area</i> <i>Total of (8) trips at 174 miles each way</i>	\$0.70	\$974.40
(58)	Per Diem for Technicians	\$70.00	\$4,060.00
(320)	Equipment Testing Labor Hours (Straight Time) <i>Includes labor while testing</i> <i>(2) Large Medium Voltage Liquid-Filled Transformers</i> <i>(2) Oil-Filled Motor Operated Load Tap Changers</i> <i>(2) 72.5kV SF6 Circuit Breakers</i> <i>(13) 15kV Vacuum Circuit Breakers</i> <i>(25) Protection Relays (ABB, BASLER, SEL)</i>	\$199.00	\$63,680.00

(2) Station Battery Systems (Battery Bank & Charger)

(56)	Technicians travel Labor (Overtime)	\$289.00	\$16,184.00
	<i>Technicians weekly travel on overtime</i>		

We propose to provide the above for **\$84,898.40**

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On behalf of Sentinel Power Services I would like to thank you for the opportunity to be of service. We look forward to continued work with you and Clarksville Light and Water. Please contact us with any further questions.

CLARIFICATIONS AND PURCHASER REQUIREMENTS

1. The scope of work does not include any delays beyond the control of Sentinel Power Services, or any deviations to the scope of work.
2. Firm price is set Monday through Friday, and price estimate includes all material, manpower and related travel and living expenses to perform the scope of services.
3. To secure a date for mobilization Sentinel Power Services requires a written purchase order from Purchaser.
4. If Purchaser is paying invoice by credit card a 3% fee will be charged.

TERMS AND CONDITIONS OF SUPPLY AND PERFORMANCE

This Terms and Conditions of Supply and Performance Agreement (“Agreement”) is executed and made effective as of 12/18/2025 (the “Effective Date”), between Sentinel Power Services, Inc. (“COMPANY”) and Clarksville Light and Water (“PURCHASER”).

1. DEFINITIONS

- 1.1. Subject to additional definitions contained in subsequent articles, capitalized terms used in these Terms and Conditions of Supply and Performance have the meanings set forth below:
 - 1.1.1. Bid Documents: “Bid Documents” means the drawings, specifications and/or instructions of the PURCHASER, as modified by agreement or COMPANY objection.
 - 1.1.2. Termination Charges: “Termination Charges” means actual charges incurred by COMPANY as a result of termination, including time and expenses incurred at applicable rates, charges incurred from third parties as a result of such termination, and equipment re-stocking charges equal to COMPANY suppliers’ usual and customary re-stocking charges to its distributors.
 - 1.1.3. Standard Coverages and Limits: “Standard Coverages” means (i) workers’ compensation - statutory minimum requirement of \$1,000,000 USD, (ii) general liability - \$1,000,000 USD (per occurrence) and \$2,000,000 USD (aggregate), (iii) automobile liability \$1,000,000 (per occurrence), and (iv) excess liability \$5,000,000 USD (per occurrence/aggregate).

2. PRICES

- 2.1. Prices are net to PURCHASER and are subject to change without notice. Prices quoted for a specific scope of services are firm, if accepted within 30 days of date of quotation.
- 2.2. The quotation shall be based solely on the Bid Documents. Deviations between the actual conditions and circumstances of the work and those specified in the Bid Documents may be cause for an appropriate adjustment in work scope, price and time allowed for performance.
- 2.3. Prices do not include surcharges resulting from tariffs, or an increase in material costs.

3. PRICE POLICY

- 3.1. Prices are firm for all services which are performed within 30 days of signed acceptance of COMPANY’s quotation, or within dates specified in the quotation. Services will be invoiced at COMPANY’s price structure in effect at time of performance of service for those services performed beyond dates established in the Proposal.
- 3.2. COMPANY RESERVES THE RIGHT TO ADJUST PRICES TO REFLECT THE IMPACT OF ANY LAW, REGULATION, TARIFF, DUTIES, MATERIAL PRICE INCREASE, THIRD-PARTY SUPPLIER PRICE INCREASES, SUPPLY CHAIN DISRUPTION, OR UNFORESEEABLE COST ESCALATION, OR SIMILAR GOVERNMENTAL CHARGES. ANY INCREASE IN COMPANY’S COST OF IT’S PERFORMANCE UNDER THIS AGREEMENT DUE TO ANY OF THE CONDITIONS LISTED ABOVE SHALL BE ADDED TO THE PRICE UNDER THIS AGREEMENT. COMPANY WILL PROVIDE REASONABLE ADVANCE NOTICE OF ANY SUCH ADJUSTMENTS ALONG WITH DOCUMENTATION SUPPORTING THE CHANGES.

4. TAXES

- 4.1. The quoted price does not include any federal, state or local property tax, license, privilege, sales, use, excise, gross receipts or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, or with respect to the transaction of the property, its sale, its value or its use, or any services performed in connection therewith unless explicitly shown and stated as being included.
- 4.2. PURCHASER agrees to pay or reimburse any such taxes which COMPANY or its subcontractors or suppliers are required to pay.
- 4.3. PURCHASER shall provide COMPANY with valid tax exemption certificates prior to the start of the work.

5. TERMS OF PAYMENT

- 5.1. Standard terms of payment are net 30 days from date of invoice without any discount and are firm for the period through the completion of the work.

6. PAYMENTS

- 6.1. The following payment schedule shall be applied for equipment orders:
 - 6.1.1. PURCHASER shall pay COMPANY fifty percent (50%) on placement of the order for PURCHASER to secure placement on COMPANY schedule;
 - 6.1.2. COMPANY shall invoice PURCHASER for thirty percent (30%) upon shipment of the equipment, payment due within thirty (30) days from date of COMPANY INVOICE; and
 - 6.1.3. COMPANY shall invoice PURCHASER twenty percent (20%) upon completion of installation of equipment, payment due within thirty (30) days from date of COMPANY INVOICE.
- 6.2. The following payment schedule may be applied at COMPANY'S sole discretion for services:
 - 6.2.1. For services at or exceeding three-hundred thousand U.S. Dollars (\$300,000), COMPANY may require PURCHASER to pay COMPANY an amount equal to thirty percent (30%) of the total amount specific in the applicable purchase order for services to be provided by COMPANY.
 - 6.2.2. The prepayment is due and payable prior to the commencement of any services provided by COMPANY under the purchase order. COMPANY shall not be obligated to begin any work until the prepayment has been received in full.
- 6.3. COMPANY may invoice PURCHASER monthly for all work performed, and for all equipment delivered to the job site or to an off-site storage facility.
- 6.4. All past due accounts will be charged interest at the rate of 15% per month, including prorated charges for less than one month up to 15%, until paid.
- 6.5. If PURCHASER is paying invoice by credit card, a 3% fee shall be applied.
- 6.6. If, in the opinion of COMPANY, the financial condition of the PURCHASER at the time the work is ready to be performed, or the equipment is ready for shipment does not justify the terms of payment specified, COMPANY may require payment in advance or other adequate assurance of performance.
- 6.7. In the event of the insolvency, bankruptcy or default of the PURCHASER, COMPANY shall be entitled to (i) cancel any outstanding contractual obligations, (ii) to receive reimbursement for its reasonable and proper cancellation charges, (iii) to recover any amount due for work performed and materials ordered by COMPANY from COMPANY'S vendors, (iv) Termination Charges incurred, (v) cost of collection of unpaid amounts, and (vi) to retain possession of equipment repaired or serviced under the contract until the charges for the services and aforementioned costs have been paid. If the charges are not paid within ninety (90) days of the completion of the work and invoicing to PURCHASER, COMPANY shall be entitled to sell the repaired or serviced equipment at a public or private sale, upon written notice to the PURCHASER.
- 6.8. PURCHASER agrees to pay and reimburse COMPANY for any and all attorneys' and or collection fees that are incurred by COMPANY in the collection of amounts due and payable hereunder.
- 6.9. PURCHASER shall not offset against COMPANY invoices, for any costs or expenses, without the express written consent of COMPANY.

7. MINIMUM BILLING

- 7.1. COMPANY may in its sole discretion apply a minimum billing for services performed on a single order in the amount of four (4) hours charged at the applicable rate.

8. DELIVERY - RISK OF LOSS

- 8.1. Unless otherwise stated in the quotation, all transportation costs shall be for the account of the PURCHASER and shall be added to the invoice. Equipment furnished by COMPANY, and PURCHASER'S equipment repaired by COMPANY, shall be delivered to the PURCHASER F.O.B. COMPANY'S service center. The PURCHASER shall deliver equipment to be repaired F.O.B. COMPANY'S service center. Title to and risk of loss or damage to any equipment furnished by COMPANY under the contract shall pass to the PURCHASER F.O.B. COMPANY'S service center. Risk of loss or change to PURCHASER'S material or equipment shall be PURCHASER'S at all times, and PURCHASER shall insure against all such risks at its own cost.

9. SITE SPECIFIC TRAINING, LAWS, REGULATIONS, PERMITS, LICENSES AND LOCAL ORDINANCES

- 9.1. The PURCHASER shall inform COMPANY of any special site-specific training, special laws, regulations, or ordinances that the PURCHASER may be aware of and which shall affect the performance of the work or the supply of the equipment. COMPANY will be entitled to a reasonable adjustment in the contract price or time of performance for changes in any of the laws, regulations, or ordinances governing the work or the equipment, which shall occur after the issuance of the quotation and affect the time or cost of performance.
- 9.2. Unless specifically noted elsewhere in the quotation, the PURCHASER shall be responsible for securing any and all licenses and/or permits, whether temporary or permanent in nature, required for the performance of the work.
- 9.3. If not specifically stated in writing in the PURCHASER's Bid Documents, or COMPANY is not informed of PURCHASER's site specific requirements prior to submittal of the quotation, any costs associated with the PURCHASER's site specific training and regulations not accounted for in the quoted price will be charged in addition to the quoted price, based on COMPANY's published rates.

10. FORCE MAJUERE

- 10.1. COMPANY shall not be liable for any loss, damage, detention, delay, tariff, supply chain disruption, or unforeseeable cost escalation resulting from any cause beyond its control including, but not limited to, fire, strike or other concerted action of workman, act or omission of any governmental authority or of the PURCHASER, insurrection or riot, embargo, car shortage, wreck or delay in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities from COMPANY's usual sources, or in the event of delay due to any said causes. The date of services and project completion will be extended by such length of time as may be reasonably necessary to compensate for said delays.

11. PURCHASER DELAY

- 11.1. PURCHASER may delay the work for a period not to exceed 60 days upon providing twenty (20) days written notice to COMPANY, and PURCHASER shall pay for (i) all costs of the work incurred by COMPANY prior to the delay including payment for all materials accumulated for performance of the work, overhead and profit, and (ii) COMPANY will be entitled to an increase in the time of performance equal to the delay and a reasonable time necessary to accommodate conditions created by the delay. If such delay results in increased costs to COMPANY or a general price increase of COMPANY occurs during the delay, COMPANY shall be entitled to an adjustment in the contract price.

12. INDEMNIFICATION

- 12.1. **INDEMNITY, DEFENSE, HOLD HARMLESS: TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER (INCLUDING WITHOUT LIMITATION PURCHASER'S AFFILIATES, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, DIVISIONS, PARTNERS, REPRESENTATIVES, AND/OR SHAREHOLDERS) SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, DIVISIONS, PARTNERS, REPRESENTATIVES, AND/OR SHAREHOLDERS (THE "INDEMNIFIED PARTIES") PARTIES FROM AND AGAINST ANY CLAIM DUE TO BODILY INJURY OR DEATH OF AN EMPLOYEE OF PURCHASER, ITS AGENT, OR CONTRACTOR OF ANY TIER EVEN IF CAUSED OR ALLEGED TO BE CAUSED, WHETHER IN WHOLE OR IN PART OR SOLELY OR CONCURRENTLY, BY AN INDEMNIFIED PARTY'S NEGLIGENCE OR FAULT, OR BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR BREACH OF CONTRACT, NEGLIGENT MISREPRESENTATION, GROSS NEGLIGENCE, NEGLIGENCE PER SE, OR FRAUD, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY, OR ANY OTHER ACT OR OMISSION, WHETHER ALLEGED OR OTHERWISE, OF ANY ONE OR ALL OF THE INDEMNIFIED PARTIES.** The parties expressly agree that if any provisions of this indemnity agreement shall be held or deemed for any reason whatsoever invalid, illegal, or unenforceable, then such provisions shall be modified to the extent necessary to make them valid, legal, and enforceable or, if the same is not possible, such provisions shall be null and void and shall be deemed severable from the remainder of this indemnity agreement and shall in no way affect the validity of any such remainder of this indemnity agreement.

- 12.2. To the fullest extent permitted by law, PURCHASER agrees to indemnify and hold harmless COMPANY and the officers, directors, employees, agents, parents, subsidiaries, and affiliates of each of them ("Indemnified Parties" or individually, "Indemnified Party") from and against all claims, losses, liabilities, judgments, damages, costs, expenses, demands, and suits (including but not limited to fees and expenses of attorneys, experts, consultants, administrative costs, court costs and fees, and all other costs of litigation, arbitration, or mediation) to the extent they arise from any alleged negligent or intentionally wrongful act or omission of, or breach of or default under this Agreement by PURCHASER or any of its employees, agents, representatives, lower tier consultants, suppliers or anyone for whose acts PURCHASER may be liable.
- 12.3. In any and all claims against the Indemnified Parties by an employee of the PURCHASER, its contractors, subcontractors, sub-subcontractors, or anyone directly or indirectly employed by the PURCHASER or for whose acts PURCHASER may be liable, PURCHASER's indemnification obligations under this Agreement shall not be diminished or limited in any way by any limitation on the amount or type of costs, damages (including any consequential damages waiver or other limitation of liability), compensation, or benefits payable by or for PURCHASER under any workers' compensation, disability benefit, or other employee benefit act.
- 12.4. PURCHASER's indemnification obligation shall: (i) survive termination of this Agreement; (ii) extend to claims occurring after termination of this Agreement or completion of the work; and (iii) not be limited in any manner by PURCHASER's insurance coverage under this Agreement.

13. LIMITATION OF LIABILITY

- 13.1. COMPANY and PURCHASER, mutually waive and release any claims against each other as well as their respective affiliates, stockholders, directors, officers, employees, members, insurers, sureties, subcontractors, vendors, and agents, under any legal theory, in contract, tort (including negligence), or otherwise FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATEVER, to the following extent: damage to or loss of facility property or facility equipment, loss of opportunities, lost profit, lost revenue, loss of use including loss of use of any facility equipment or power system or for the cost of any substitutes therefore, or for the cost of capital, lost financing, damage to business reputation, facility shutdown costs and expenses including rental expenses, or the cost of purchased or replacement substitute power or temporary equipment, including additional expenses incurred in using existing facilities.
- 13.2. **LIMITATION OF LIABILITY.** Unless otherwise more narrowly limited, and notwithstanding any other provision in this Agreement, the total liability of COMPANY, including its affiliates, stockholders, directors, officers, employees, members, insurers, sureties, subcontractors, vendors, and agents (collectively referred to in this clause as "COMPANY") to PURCHASER, PURCHASER's affiliates, insurers, and any third parties (collectively referred to in this clause as "PURCHASER") shall be limited to actual direct damages not to exceed the total value of the work furnished by the COMPANY to the project at issue. This limitation of liability applies to all claims arising out of or related to the COMPANY's activities and obligations related to the Agreement, as well as any separate agreement with a third party to perform services for PURCHASER's benefit regarding the work hereunder, or any other third party claims against PURCHASER, including but not limited to, claims arising in contract, warranty, statute, intentional acts, or tort, **REGARDLESS OF WHETHER SUCH CLAIM ARISES OUT OF COMPANY'S ACTUAL OR ALLEGED SOLE OR CONCURRENT NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF FIDUCIARY DUTY, FRAUD / FRAUDULENT INDUCEMENT, STRICT LIABILITY, OR OTHER FAULT OR INTENTIONAL CONDUCT BY COMPANY.** This limitation of liability clause will survive the Agreement. If any provision or part-provision of this limitation of liability clause is or becomes deemed invalid, illegal, or unenforceable, the clause automatically shall be deemed modified to the minimum extent necessary to delete the invalid, illegal, or unenforceable part of the clause and otherwise make the clause valid, legal, and enforceable. PURCHASER and COMPANY agree this limitation of liability clause is the result of an arms-length transaction negotiated by sophisticated parties represented by their own independent legal counsel. PURCHASER and COMPANY agree that, in deciding whether to agree to this limitation of liability clause, PURCHASER and COMPANY have not relied on any statement or representation by the other party hereto or anyone acting on behalf of such other party, related to the subject matter of this limitation of liability clause, that is not in limitation of liability clause.

14. NONWAIVER (REPEATED PERFORMANCE)

- 14.1. Any failure by COMPANY to enforce or insist on performance at any time of any obligation of PURCHASER hereunder or of the occurrence or existence of any condition, or any other matter hereunder shall not act as a waiver of any of COMPANY's rights hereunder, or as a release of PURCHASER from its obligations hereunder. Further,

the act of receipt and acceptance of any payment hereunder, shall not act as a waiver or release of any obligation of the PURCHASER hereunder, or act as a waiver of any of COMPANY's rights hereunder.

15. EQUIPMENT AND/OR MATERIAL RENTAL/LEASE/PURCHASE

- 15.1. In the event PURCHASER rents, leases or purchases equipment from COMPANY, PURCHASER shall be required to execute the separate applicable COMPANY equipment rental, leasing or purchase agreement.

16. CANCELLATION

- 16.1. COMPANY may cancel at any time following written notice to PURCHASER for any breach of the Agreement by PURCHASER.

17. TERMINATION FOR CONVEINENCE

- 17.1. PURCHASER may terminate any purchase order on thirty (30) days written notice to COMPANY and payment for each outstanding purchase order under this agreement, plus Termination Charges of COMPANY. The Termination Charges are liquidated damages and not a penalty, and COMPANY shall have the right to suspend affected services pending resolution of disputes.

18. HIRING OF COMPANY EMPLOYEES

- 18.1. PURCHASER acknowledges and agrees to the following terms and conditions:

18.1.1. COMPANY invests significant time and resources to ensure that its employees are technically trained specifically for the services performed by COMPANY, and are, therefore, difficult and costly for COMPANY to replace.

18.1.2. COMPANY will provide its employees to work on projects or jobs for PURCHASER.

18.1.3. PURCHASER will not hire, employ or otherwise retain any COMPANY employee, either directly or indirectly, during the period of the COMPANY employee's assignment to the PURCHASER or facility-user and for a period of one year after the COMPANY employee's completion of work assigned by COMPANY at the PURCHASER, nor will PURCHASER refer to its subsidiary or affiliate a COMPANY employee, for hire during the stated period.

18.1.4. In the event PURCHASER hires, employs, or otherwise retains a COMPANY employee, or refers a COMPANY employee to a subsidiary or affiliate for hire, in violation of Section 18 of this agreement, PURCHASER will pay to COMPANY a fee equal to the twelve-monthly salary and benefits of COMPANY employee based on COMPANY employee's rate of pay at the time of the breach of this Section 18.

18.1.5. PURCHASER violating this agreement will be invoiced based on the fee stated in Section 18.1.4. Payment is due upon receipt of the invoice, with interest on the unpaid balance of 1.5% per month, beginning 30 days after invoice date.

18.1.6. If PURCHASER is paying fee by credit card a 3% fee shall be applied.

18.1.7. PURCHASER shall pay any and all legal costs incurred by COMPANY resulting from its enforcement of this Agreement due to PURCHASERS breach of this Section 18.

19. WARRANTY

- 19.1. COMPANY warrants that the labor and / or materials furnished by COMPANY to PURCHASER conform to the express provisions of the Bid Documents and are free from material defects in material and workmanship. This express warranty does not apply to, and no warranty remedy will be given for, material defects resulting from: (a) causes not directly arising from defects in COMPANY's materials or workmanship, including without limitation accident, acts of nature, improper installation, improper assembly, unreasonable or improper use, lack of proper maintenance, unauthorized repairs or modifications, abuse, or normal wear or tear; or (b) any material damaged by the failure of PURCHASER to use, maintain, or store the material as specified in any applicable instructions and/or warnings provided by COMPANY or the manufacturer. PURCHASER AGREES TO ACCEPT THE WARRANTIES STATED IN THIS AGREEMENT IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED BY LAW, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY PURCHASER, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES

OF CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, GOOD AND WORKMANLIKE PERFORMANCE OF REPAIRS, ADEQUATE SUPERVISION, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR IMPLIED COVENANT OR WARRANTY TO BUILD TO CODE. PURCHASER AGREES AND ACKNOWLEDGES THAT COMPANY IS RELYING ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

- 19.2. COMPANY shall, upon prompt written notice from PURCHASER, where COMPANY in its sole discretion determines that the product or service provided by COMPANY was defective, shall correct any failure to conform to any of the applicable foregoing warranties that may appear with a period of one (1) year after completion of the work, or shipment of the equipment, requiring correction under this warranty, whichever occurs earlier. Such correction may, in the case of Section 19.1 above and the election of COMPANY, be limited to the repair or replacement F.O.B. COMPANY'S Service Center, of the defective equipment furnished by it.
- 19.3. In the case of breach of the foregoing warranty, COMPANY shall furnish services or specialized tools, equipment and instruments, to the same extent as on the original work. It is understood and agreed that unless otherwise agreed to in writing by COMPANY, COMPANY assumes no responsibility with respect to the suitability of PURCHASER'S equipment or with respect to any latent defects in the same. In no event shall COMPANY be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit COMPANY to perform its warranty obligations, or for damage to equipment components or parts resulting in part from improper maintenance or operation of the equipment in a deteriorated condition. The condition of any tests shall be mutually agreed upon and COMPANY shall be notified of and may be present at all tests that may be made.
- 19.4. COMPANY warrants that any engineering studies performed by it will be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Any portion of the study that does not so conform shall be corrected by COMPANY upon notification in writing by PURCHASER within six (6) months after completion of the study, as PURCHASER'S sole remedy.
- 19.5. The above-stated warranties do not apply to products which have a life, under normal use, inherently shorter than the one (1) year period indicated above, or to temporary repairs, and/or emergency repairs. On equipment not manufactured by COMPANY, COMPANY only extends the same warranty it receives from its supplier. COMPANY makes no warranties, express or implied with respect to such equipment and PURCHASER will look solely to the manufacturer for resolution of warranty issues. COMPANY shall have no liability with respect to any such equipment, replacement or other parts furnished by it regardless of whether or not the original equipment or past manufacturer provided a warranty.
- 19.6. All warranty work, unless otherwise approved in writing by COMPANY, shall be performed on a single shift, straight time, Monday through Friday, non-holiday basis. In the event that the product requires correction of warranty terms on an overtime schedule, the premium portion of such overtime shall be reimbursed by the PURCHASER at COMPANY'S applicable current billing rate.

20. INFRINGEMENT

- 20.1. COMPANY shall not be liable for claims of infringement, or the like, with respect to goods furnished by it.

21. EXCLUSIVE WARRANTIES

- 21.1. THE AFORESTATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, OR USE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE SPECIFICALLY EXCLUDED EXCEPT WARRANTY OF TITLE, SUBJECT TO THE PROVISIONS HEREOF.

22. PURCHASER'S REMEDIES

- 22.1. The remedies provided herein above are PURCHASER'S sole remedies for any failure of COMPANY to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities and obligations of COMPANY whether the claims of PURCHASER are based on any legal theory in contract, in tort, including negligence, or otherwise, with respect to

or arising out of the work performed hereunder. The liability of COMPANY under the foregoing warranty, under any legal theory in contract, tort, including negligence, or otherwise, two (2) years and one (1) day after the event giving rise to the claim and shall not, in any event, exceed the total value of the work furnished by COMPANY to the project at issue. IN NO EVENT SHALL COMPANY, BY REASON OF THIS WARRANTY OR OTHERWISE, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE, REGARDLESS OF THE BASIS OR FORM OF THE ACTION.

23. CONFIDENTIALITY

23.1. Neither party under this agreement shall disclose the other party's Confidential Information to any person other than its employees, officers, directors, affiliates, agents, and representatives who are bound by obligations of confidentiality and who have a need to know such information in order to perform their obligations in connection with the services. Each party may only use the other party's Confidential Information as permitted to perform its respective obligations under this agreement. "Confidential Information" means any information disclosed by a party to the other party that is reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this agreement or by the nature of the information itself.

24. APPLICABLE LAW

24.1. This agreement shall be construed and governed according to the laws of the State of Texas.

25. PURCHASER'S RESPONSIBILITIES

- 25.1. PURCHASER must designate one (1) authorized and qualified person to represent PURCHASER's interests while COMPANY service personnel are working on PURCHASER's premises or equipment.
- 25.2. COMPANY personnel will not be responsible for power switching errors of others, or for damage or losses due to power switching performed by COMPANY at the direction of others.
- 25.3. PURCHASER shall arrange for and bear all costs for utility power outages/shutdowns. PURCHASER shall also provide working area lighting and test power, unless otherwise specifically provided in COMPANY 's proposal.

26. TECHNICAL STUDIES, DRAWINGS, REPORTS, SOURCE FILES, ETC.

26.1. Data, drawing files, office and all field notes, original test data, documentation, technical information, calculations, plots, meeting notes, etc. which are the work product of COMPANY are the sole property of COMPANY. All of the above documentation, programs, files, etc... shall remain the property of COMPANY, are excluded from the final report issued to the client and are not supplied or available to anyone outside of COMPANY.

27. INSURANCE

27.1. Insurance coverages in excess of COMPANY's Standard Coverages and Limits will only be furnished when specifically requested by PURCHASER and when detailed within the quotation.

28. OCCUPATIONAL SAFETY AND HEALTH

28.1. COMPANY agrees to comply with local and site-specific requirements, regional and federal standards to include the Occupational Safety and Health Act. COMPANY requests any changes to site specific safety standards be disseminated and provide minimum 24 hours for review. Changes are subject to change order should financial impacts be realized.

29. DISPUTE RESOLUTION

29.1. In the event of any dispute arising between the parties to this Agreement in respect of or in connection with the agreement (including the validity, breach or termination of it) the parties shall, without prejudice to any other right or entitlement they may have pursuant to the Agreement or otherwise, first, as a condition precedent to mediation, conduct an in person meeting between officers of both parties, with no attorneys present save and except to prepare any agreed settlement, in which case the officers shall meet in good faith to discuss and attempt to efficiently resolve the dispute at issue. If such dispute is not resolved by this meeting between the party officers then, as a

condition precedent to arbitration or litigation, the parties shall, within sixty (60) days following such officer meeting, meet to mediate the dispute in good faith before a mediator mutually agreed to between the parties. If the parties are not able to resolve the dispute in mediation then COMPANY shall, in its sole discretion, elect to either litigate the dispute in a court of competent jurisdiction or to have the dispute resolved in confidential, binding arbitration. If COMPANY elects arbitration, such arbitration shall be decided by an arbitrator Board Certified in the area of law governing the subject matter of the dispute or such arbitrator shall have at least ten (10) years' experience practicing primarily in such area of law. The parties shall allow for the joinder to the arbitration of any other parties necessary for efficient resolution of the dispute. In such arbitration, the arbitrator shall provide for reasonable limits on all forms of discovery in the dispute, following input from each of the parties regarding the discovery needed to efficiently resolve the dispute. In litigation or arbitration, COMPANY shall be entitled to recover any and all of its attorney's fees, costs, expenses, and expert fees related in any way to successfully pursuing a claim under this Agreement or successfully defending a claim under this Agreement. Any litigation or arbitration against COMPANY arising out of this Agreement must be initiated against COMPANY no later than two (2) years and one (1) day following the event giving rise to the claim(s) forming the basis of the litigation or arbitration.

29.2. **WAIVER OF TRIAL BY JURY.** FOR CONSIDERATION RECEIVED, EACH PARTY KNOWINGLY, CONCLUSIVELY, IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

30. CHANGES

30.1. No change or modifications of any of these terms and conditions shall be binding upon COMPANY unless specifically accepted by COMPANY and PURCHASER in writing. Change requests will be resolved and recorded on a change order signed by both parties prior to implementation.

31. NOTICE REQUIRED

31.1. All notices shall be in writing and will be deemed to be received: (a) upon delivery, if hand-delivered, (b) three (3) business days after the postmark date, if mailed registered or certified mail, postage prepaid, or (c) as an alternative to physical delivery, may be delivered by electronic mail (e-mail). All notices shall be addressed as shown below:

IF TO COMPANY:

Address: 7517 E Pine St Tulsa, OK 74115
Attention: Quincy Normandin
Phone: 9183590350
Email: qnormandin@sentinelpowerservices.com

With Copy to: Sarah Powers, Corporate Counsel
Email: spowers@techppg.com

IF TO PURCHASER:

Address:
Attention:
Phone:
Email:

32. CUMULATIVE RIGHTS

32.1. The rights of COMPANY under this agreement are cumulative and in addition to all rights available at law or in

equity.

33. ENTIRE AGREEMENT

33.1. The quotation, complete with these terms and conditions, shall, upon acceptance, constitute the entire agreement between the parties, and supersedes any prior representations or understandings. PURCHASER specifically acknowledges and agrees that any purchase order issued by PURCHASER pursuant to the quotation shall operate only to establish payment authority for PURCHASER's internal accounting purposes. Any such purchase order issued by PURCHASER shall not be considered as a counteroffer, addition, amendment, modification or other revision to the terms of the quotation, and any terms or conditions contained in PURCHASER's purchase order shall be of no force and effect in connection with the quotation.

33.2. If any part, paragraph or portion of the quotation or these terms and conditions shall be found to be invalid by virtue of law or legal decision, the remainder of these terms and conditions shall not be affected, and shall remain fully in force, while the PURCHASER and COMPANY shall jointly seek to replace the invalid part, paragraph, or portion with an agreement having a legal, commercial, and economic effect as similar as possible to the invalid part, paragraph, or portion.

Sentinel Power Services, Inc.

Clarksville Light and Water

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO#: _____