



Universal Utility Supply Co.

395 Industrial Drive Units A & B
West Chicago, Illinois 60185
Phone (630) 231-1680 Fax (630) 231-1688

August 2, 2016

Attn: Mr. Jason Bird
Rochelle Municipal Utilities
Superintendent Electrical Operations

Re: Rochelle Feeder 32

UUSCO is pleased to offer the following for your consideration and confidentiality to be purchased by only: Rochelle Municipal Utilities

S&C's IntelliRupter® PulseCloser® Fault Interrupter is a unitized package of fault interrupting and control components that provides fault isolation and circuit restoration functions on an overhead distribution system. The IntelliRupter Fault Interrupter can operate as a standalone fault interrupter or, with appropriate options, can be integrated into a SCADA system and/or S&C IntelliTeam® II or IntelliTeam® SG Automatic Restoration System. PulseClosing™ Technology is a unique system that tests for line faults, without stressing system components or causing voltage sags for customers upstream of a fault. The IntelliRupter Pulse Closer is available with an optional hookstick-operated visible disconnect that is interlocked with the vacuum interrupters so the disconnect can be opened or closed only when the pole-units are open.

Item	Qty	Part Number / Description	Price Ea.
1	4	248122-C1P262R176T1W2 S&C IntelliRupter® PulseCloser® Fault Interrupter, Upright Crossarm Model, Disconnect Style rated 15.5 kV max, 110 kV BIL, 630 amperes rms continuous, 12.5 kA interrupting rating, with the following options: C1 - Communicating Control Unit with Provisions for SCADA Access P262 - Integrated Power Module, both sides of Interrupter, 15.5 kV, 60 Hz R176 – RuggedCom RS900-24-P-T2-T2-TX-XX Single-mode fiber with ST connectors W2 - Wildlife protection	\$49,595.00

Options

Item	Qty	Part Number / Description	Price Ea.
1A	1	4450 Control and Radio Module handling tool	included
1A	4	4435 IntelliRupter Module Stub Handling Handle	included
1A	4	TA-3221 Power Supply—Connects to external power supply connector in base	included
1A	1	SDA-4650R2 Docking Station	included
1A	4	SD-6609 48-Foot Single-Mode Liquid-Tight Cable Assembly— Includes pre-terminated mating connector on one end and ST connector on other end	included

S&C's TripSaver II Cutout-Mounted Recloser

Item	Qty	Part Number / Description	Price Ea.
2	1	Cat #990211-B, 6.3 kA, Interrupting Porcelain Insulators TripSaver II	\$3,198.00

SPECIAL WARRANTY PROVISIONS: The standard warranty contained in seller's standard conditions of sale, as set forth in Price Sheet 150 dated May 27, 2014, applies to S&C IntelliRupter® PulseCloser® Fault Interrupter and associated options except that, for the Integrated Control Unit, Integrated Radio Module and SpeedNet™ Radio (if applicable), the first paragraph of said warranty is replaced by the following:

(1) General: Seller warrants to immediate purchaser for a period of ten (10) years from the date of shipment that the equipment delivered will be of the kind and quality specified in the contract description and will be free of defects of workmanship and material. Should any failure to conform to this warranty appear under proper and normal use within ten years after the date of shipment the seller agrees, upon prompt notification thereof and confirmation that the equipment has been stored, installed, operated, and maintained in accordance with recommendations of the seller and standard industry practice, to correct the nonconformity either by repairing any damaged or defective parts of the equipment or (at seller's option) by shipment of necessary replacement parts. The seller's warranty does not apply to any equipment that has been disassembled, repaired, or altered by anyone other than the seller. This limited warranty is granted only to the immediate purchaser or, if the equipment is purchased by a third party for installation in third-party equipment, the end user of the equipment. The seller's duty to perform under any warranty may be

delayed, at the seller's sole option, until the seller has been paid in full for all goods purchased by the immediate purchaser. No such delay shall extend the warranty period.

Replacement parts provided by seller or repairs performed under the warranty for the original equipment will be covered by the original-equipment warranty for one (1) year from date of repair or the remainder of the original ten (10) year warranty period.

Replacement parts purchased separately will be covered by the warranty contained in seller's standard conditions of sale, as set forth in Price Sheet 150.

Seller warrants to immediate purchaser for a period of two years from the date of shipment that the SpeedNet Radios will be of the kind and quality specified in the contract description and will be free of defects of workmanship and material. Should any failure to conform to this warranty appear under proper and normal use within two years after the date of shipment the seller agrees, upon prompt notification thereof and confirmation that the equipment has been stored, installed, operated, and maintained in accordance with recommendations of the seller and standard industry practice, to correct the nonconformity either by repairing any damaged or defective parts of the equipment or (at seller's option) by shipment of necessary replacement parts. The seller's warranty does not apply to any equipment that has been disassembled, repaired, or altered by anyone other than the seller. This limited warranty is granted only to the immediate purchaser or, if the equipment is purchased by a third party for installation in third-party equipment, the end user of the equipment. The seller's duty to perform under any warranty may be delayed, at the seller's sole option, until the seller has been paid in full for all goods purchased by the immediate purchaser. No such delay shall extend the warranty period.

This warranty does not apply to non-S&C electronic devices, e.g. communication devices, provided within the control, however, S&C will make every effort to pass the original equipment warranty to the purchaser.

Seller warrants to the end user that for a period of two years from the date of shipment the Software will perform substantially in accordance with the then-current release of specifications if properly used in accordance with the procedures described in seller's instructions. Seller's liability regarding any of the Software is expressly limited to exercising its reasonable efforts in supplying or replacing any media found to be physically defective or in correcting defects in the software during the warranty period. Seller does not warrant the use of the Software will be uninterrupted or error-free.

END USER LICENSE AGREEMENT: End user is granted a nontransferable, non-sublicensable, nonexclusive license to use the LinkStart Connection Management Software, IntelliLink® Remote Setup Software, IntelliTeam® Automatic Restoration Software, Loop Restoration Software, and other Software features of the IntelliRupter® PulseCloser® Fault Interrupter listed in this document only upon acceptance of all the terms and conditions of the seller's end user license agreement set forth in Price Sheet 155.

TERMS AND CONDITIONS OF SALE

Any order or orders based on this quotation (1) are subject to acceptance by S&C Electric Company only at its general offices in Chicago, Illinois; (2) are subject to S&C Electric Company's conditions of sale, which are defined in full under "GENERAL" in S&C Price Sheet 150, dated September 29, 2014; and (3) should be made out to **Universal Utility Supply Co. 395 Industrial Drive, West Chicago, Illinois 60185.**

Lead Time: Shipment will be 12 to 14 weeks after receipt of a purchase order with complete information, with production space subject to prior sale.

August 3, 2016

Terms of payment: Net 30 days from the date of invoice.

Terms of delivery: Prices are F.O.B. common carrier shipment point, with cheapest transportation prepaid (allowed) to common carrier delivery point nearest first destination on shipments with net invoice value of \$5,000.00 or more. On shipments with less than \$5,000.00 net invoice value, prices are F.O.B. common carrier shipment point, freight collect or prepaid and added to the invoice.

This quotation is valid for 30 days from the above date. Payment net 30 days from date of invoice Per S&C terms and conditions.

Should you have any questions, or if I can be of further assistance, please do not hesitate to call me at (630) 231-1680.

Very truly yours,

Dan Koleno

UUSCO of Illinois, Inc.
Universal Utility Supply Co
395 Industrial Drive Units A & B
West Chicago, IL 60185

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