



June 26, 2020

Mr. Adam Lanning
Rochelle Municipal Utilities
700 West Second Avenue
PO Box 456
Rochelle, IL 61068

Ref: 2031K001 – Prologis Park Substation Upgrades
Transformer Purchase Recommendation

Dear Mr. Lanning:

The RMU received and opened bids on June 25, 2020 for the three transformer purchases, a part of the Prologis Park Substation Upgrades project. A total of three (3) bids were received and have been reviewed for completeness and ability to meet specification requirements.

Bidder	Total Bid Price	Lead Time
WEG	\$2,876,275.00	40 weeks
Delta Star	\$3,727,794.00	32 weeks
ABB	\$3,495,000.00	35 weeks

The bid from WEG was the apparent low bid at \$2,876,275.00 for specification 2031K001, a list of minor exceptions was listed. WEG has a strong list of reference completed projects, and BHMGM has used them often. The company appears to be in good standing and employs certified and trained craftsmen.

The low bid for the project is in accordance with the Engineer’s estimate of \$3,600,000 for the contract. Therefore, it is the recommendation of BHMGM to award the project to WEG, for the supply of the transformers.

With RMU’s approval, release, and financial approval; BHMGM can assist with issuing contract documents. Should you have any questions concerning the bids or the project, please do not hesitate to contact us.

Sincerely:
BHMGM Engineers, Inc.

Jason F. Jackson, P.E.
Enclosures: Bid tab, bid evaluation and WEG’s Quote



2031 K001- ROCHELLE MUNICIPAL UTILITIES - PROLOGIS PARK SUBSTATION

BIDDERS / PROPOSALS	WEG (Moehn Electric Sales)	ABB (Rauckmoe High Voltage) T+D	Delta Star (Energy Solutions)	Niagara Transformer (Evans, Lipka & Associates)
BID SECURITY	5% Bid Bond	5% Bid Bond	5% Bid Bond	No Bid
PROPOSAL 1 QTY 1: Size (mva): 50/66.66/83.33 QTY 1: Secondary Voltage: 34,500Y / 19,919 wye	\$1,111,528.00	\$1,306,860.00	\$1,435,353 for VA \$1,389,003 for QA	No Bid
PROPOSAL 2 QTY 1: Size (mva): 20/66.66/33.33 QTY 1: Secondary Voltage: 13,800Y / 7,960 wye	\$702,324.00	\$881,390.00	\$857,088 for VA \$829,400 for QA	
PROPOSAL 3 QTY 2: Size (mva): 50/66.66/83.33 QTY 2: Secondary Voltage: 34,500Y / 19,919 wye QTY 1: Size (mva): 20/66.66/33.33 QTY 1: Secondary Voltage: 13,800Y / 7,960 wye	\$2,876,275.00	\$3,495,110.00	\$3,727,794-VA \$3,607,406-QA	
PROJECT COMPLETION TIME - PROPOSAL 1	280 days	224 days	238 days	
PROJECT COMPLETION TIME - PROPOSAL 2	280 days	245 days	238 days	
PROJECT COMPLETION TIME - PROPOSAL 3	280 days	245 days count	238 days	
	<input checked="" type="checkbox"/> Registered Bidder	<input checked="" type="checkbox"/> Registered Bidder	<input checked="" type="checkbox"/> Registered Bidder	<input checked="" type="checkbox"/> Registered Bidder
	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input type="checkbox"/> Non-Collusion Affidavit
	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond	<input type="checkbox"/> Bid Bond
	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form	<input type="checkbox"/> Bid Form
	Any other documents as required by the specification	Any other documents as required by the specification	Any other documents as required by the specification	Any other documents as required by the specification

BHMGE ENGINEERS, INC.
Consulting Engineers
630 Jeffco Blvd.
Arnold, MO 63010

ROCHELLE MUNICIPAL UTILITIES
Prologis Park Substation
Transformer Purchase
Bids Received 11:00 a.m., June 25, 2020

Bid Opening Witnesses:

City: Ann Messer

BHMGE: [Signature]



Transformer Bid Evaluation



2031 - Prologis Park Substation Transformer (Proposal #1)

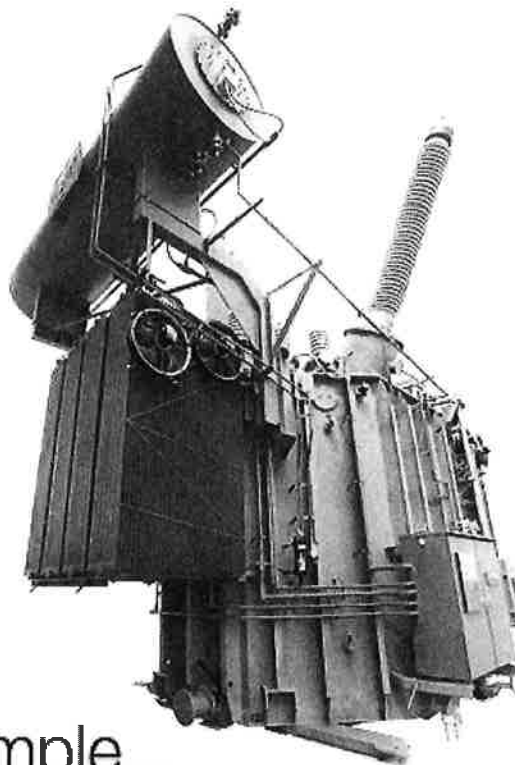
#	Company	Proposal (\$)	Manufacturer Location	Leadtime (weeks)	No Load Losses (kW)	50% Load Losses (kW)	Full Load Losses (kW)	20 Yr Loss Estimate @\$0.04/kwh	Total Price (\$\$)	Estimated Weight (lbs)	Impedance (%IZ)	Warranty (years)	Tap Changer (manufacturer)	Notes
1	ABB	\$ 1,306,860.00	South Boston, VA	32	30.80	38.75	155.00	\$487,406.40	\$1,794,266.40	211,800	10.0	5	Reinhausen	
2	Delta Star	\$ 1,435,353.00	Lynchburg, VA	32	26.00	35.50	141.90	\$430,992.00	\$1,866,345.00	243,000	10.0	5	Reinhausen	
3	WEG	\$ 1,111,528.00	Washington, MO	40	32.27	40.00	119.80	\$506,468.16	\$1,617,996.16	216,204	10.0	5	Reinhausen	

2031 - Prologis Park Substation Transformer (Proposal #2)

#	Company	Proposal (\$)	Manufacturer Location	Leadtime (weeks)	No Load Losses (kW)	50% Load Losses (kW)	Full Load Losses (kW)	20 Yr Loss Estimate @\$0.04/kwh	Total Price (\$\$)	Estimated Weight (lbs)	Impedance (%IZ)	Warranty (years)	Tap Changer (manufacturer)	Notes
1	ABB	\$ 881,390.00	Crystal Springs, MS	35	14.70	19.60	78.30	\$240,374.40	\$1,121,764.40	135,213	10.0	5	Reinhausen	\$45,000 price adder for disc wind
2	Delta Star	\$ 857,099.00	Lynchburg, VA	32	14.70	18.10	72.20	\$229,862.40	\$1,086,961.40	129,400	10.0	5	Reinhausen	
3	WEG	\$ 702,324.00	Washington, MO	40	15.03	20.00	72.50	\$245,490.24	\$947,814.24	122,227	10.0	5	Reinhausen	



Proposal



Simple...

WEG WILL

- Make it easy to do business
- Handle complex specifications
- Manage the complete project
- Provide short cycle deliveries
- Manufacture the most reliable transformer
- Provide support during the entire life of your transformer



June 24, 2020

To: Rochelle Municipal Utilities

c.c.: Moehn Electrical Sales
Jason Perkins

SUB: Prologis Park Substation

OUR REF: WTU20-306

Dear Sirs,

With reference to the above mentioned inquiry, we are pleased to present our detailed commercial and technical proposal and confirm that our proposal is based on the requirements specified by the above mentioned RFP.

Our proposal consists in the following sections:

- A- Price sheets
- B- Completed Customer forms
- C- Project Specific T&Cs
- D- ANSI Data Sheets
- E- Comments/Deviations on Specifications
- F- Standard T&C's

Please refer to sections C and E for additional information and assumptions made regarding this offer.

We hope you will find our offer in line with your requirements. If you have any questions or need additional information or clarification please do not hesitate to contact our representative (see details under cc:) or us directly (Andrew Kassebaum) at tel.: (636) 239-9388, fax: (636) 239-9398, E-mail: akassebaum@weg.net.

Thank you and assuring you of our best services. Sincerely yours,

WEG Transformers USA

A handwritten signature in black ink, appearing to read "Andrew Kassebaum".

Andrew Kassebaum
Quotation Engineering
Tel.: (636) 239-9388
Fax: (636) 239-9398
E-Mail: akassebaum@weg.net

A handwritten signature in black ink, appearing to read "Alex Crews".

Alex Crews
Product & Sales Manager
Tel.: (636) 239-9340
Fax: (636) 239-9398
E-Mail: acrews@weg.net

You are requested to please refer to our Customer and Supplier Privacy Policy available on our website to understand and familiarize yourself with our Privacy Policy towards its business partners with respect to sharing of personal data.

STANDARD PRICING OF EQUIPMENT

All below prices are in USD

No Taxes are included in these prices.

This pricing is applicable for Proposal Options 1 and 2.

Item	Description	Qty.	Unit Price	Total Price
1	50/66.67/83.33//56/74.67/93.33 MVA, 55/65C rise – 138/35.5 kV,Delta-Wye two winding 60 Hz, ZH-X=10% (50 MVA base) with HV DETC and LV LTC along with accessories.	1	1,022,828	1,022,828
	Freight for item 1		17,700	17,700
	Offloading for item 1		16,000	16,000
	Service for item 1		55,000	55,000
	Total for item 1		1,111,528	1,111,528
2	20/26.67/33.33//22.4/29.87/37.33 MVA, 55/65C rise – 138/13.8 kV,Delta-Wye two winding 60 Hz, ZH-X=10% (20 MVA base) with HV DETC and LV LTC along with accessories.	1	649,224	649,224
	Freight for item 2		16,100	16,100
	Offloading for item 2		16,000	16,000
	Service for item 2		21,000	21,000
	Total for item 2		702,324	702,324

We hope you will find our offer in line with your requirements. Should you require any further information, please feel free to contact us.



Andrew Kassebaum
Quotation Engineer
T: +1 636 239 9388
akassebaum@weg.net



Alex Crews
Product & Sales Manager PT
T: +1 636 239 9340
acrews@weg.net

STANDARD PRICING OF EQUIPMENT

All below prices are in USD

No Taxes are included in these prices.

This pricing is applicable for Proposal Option 3 only.

Item	Description	Qty.	Unit Price	Total Price
1	50/66.67/83.33//56/74.67/93.33 MVA, 55/65C rise – 138/35.5 kV,Delta-Wye two winding 60 Hz, ZH-X=10% (50 MVA base) with HV DETC and LV LTC along with accessories.	2	1,004,125	2,008,250
	Freight for item 1		17,700	35,400
	Offloading for item 1		16,000	32,000
	Service for item 1		55,000	110,000
	Total for item 1		1,092,825	2,185,650
2	20/26.67/33.33//22.4/29.87/37.33 MVA, 55/65C rise – 138/13.8 kV,Delta-Wye two winding 60 Hz, ZH-X=10% (20 MVA base) with HV DETC and LV LTC along with accessories.	1	637,525	637,525
	Freight for item 2		16,100	16,100
	Offloading for item 2		16,000	16,000
	Service for item 2		21,000	21,000
	Total for item 2		690,625	690,625

We hope you will find our offer in line with your requirements. Should you require any further information, please feel free to contact us.



Andrew Kassebaum
Quotation Engineer
T: +1 636 239 9388
akassebaum@weg.net



Alex Crews
Product & Sales Manager PT
T: +1 636 239 9340
acrews@weg.net

PRICES FOR OPTIONAL EQUIPMENT

All below prices are in USD

Item	Description	Unit	Qty.	Unit Price	Total Price
SPARE PARTS FOR LINEITEMS 1.					
1	High Voltage Phase Bushing with gasket	pcs	1	5,400	5,400
2	Low Voltage Phase Bushing with gasket (34.5 kV)	pcs	1	1,400	1,400
3	Low Voltage Neutral Bushing with gasket(13.8 kV)	pcs	1	1,200	1,200
4	Set of gaskets	set	1	2,000	2,000
	Total for spares				10,000
OPTIONS FOR LINEITEMS 1.					
1	Shock Recorder (if not returned)	pcs	1	2,500	2,500

We hope you will find our offer in line with your requirements. Should you require any further information, please feel free to contact us.

NON-COLLUSION AFFIDAVIT

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

STATE OF Missouri)

COUNTY OF Franklin)

Andrew Kassebaum, being first duly sworn, deposes and says that he is Quotation Engineer * (sole owner, partner, president, secretary, etc.) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

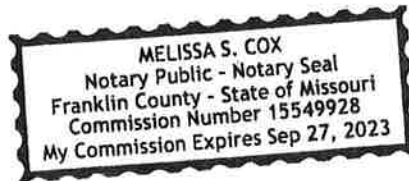
Signed: Andrew Kassebaum

Quotation Engineer
Title

Subscribed and sworn to before me this 24th day of June, 2020.

Seal of Notary

Melissa S. Cox
Notary Public



* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner", "Partner", "secretary", etc. should be struck out.

BID FORM

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This Bid is submitted by: WEG Transformers USA LLC

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

**Rochelle Municipal Utilities
420 N 6th Street
Rochelle, IL 61068**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
<u>none</u>	<u>none</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer,

- Guaranteed maximum losses at rated load at rated voltage and on rated voltage taps:
 - No Load (core): 32.27 kW
 - 25% OA Load (windings): _____ kW
 - 50% OA Load (windings): _____ kW
 - 100% OA Load (windings): 119.8 kW
 (Includes all auxiliaries)

5.02 **Proposal No. 2** - Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

#	Size (mva)	Primary Voltage	Secondary Voltage	Price per Unit
1.)	20/26.66/33.33	138,000 delta	13,800Y / 7,960 wye	702,324
Lump Sum Total Bid Price for Proposal No. 2			\$	702,324

SCHEDULE GUARANTEES

- Drawing Submittal: 56-70 Calendar days from ARO
- Assembly Complete: 252 Calendar days from ARO
- Factory Testing Complete: 266 Calendar days from ARO
- Delivery: 280 Calendar days from ARO

EQUIPMENT DETAILS

- Manufacturer: WEG Transformers USA
- Core and Coil Weight: 46586 lbs.
- LTC Weight: _____ lbs.
- Liquid Weight: 39346 lbs.
- Total Weight: 122,227 lbs.

PERFORMANCE GUARANTEES

- Guaranteed minimum efficiency at rated load at rated voltage and on rated voltage taps:
 - 25% OA Load: 99.61
 - 50% OA Load: 99.67
 - 100% OA Load: 99.56
- Guaranteed maximum losses at rated load at rated voltage and on rated voltage taps:
 - No Load (core): 15.03 kW
 - 25% OA Load (windings): _____ kW
 - 50% OA Load (windings): _____ kW
 - 100% OA Load (windings): 72.5 kW
 (Includes all auxiliaries)

5.03 **Proposal No. 3** - Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

#	Size (mva)	Primary Voltage	Secondary Voltage	Price per Unit
1.)	50/66.66/83.33	138,000 delta	34,500Y / 19,919 wye	1,092,825
2.)	50/66.66/83.33	138,000 delta	34,500Y / 19,919 wye	1,092,825
3.)	20/26.66/33.33	138,000 delta	13,800Y / 7,960 wye	690,625

Lump Sum Total Bid Price for Proposal No. 3	\$ 2,876,275
----------------------------------------------------	---------------------

SCHEDULE GUARANTEES

- Drawing Submittal: 56-70 Calendar days from ARO
- Assembly Complete: 252 Calendar days from ARO
- Factory Testing Complete: 266 Calendar days from ARO
- Delivery: 280 Calendar days from ARO

5.04 It is understood and agreed by the undersigned that the Municipal Utility reserves the unrestricted privilege to reject the foregoing proposal indicated above and which the Municipality may consider excessive or unreasonable; to accept such proposal which it may consider fair and reasonable.

The lump sum of the proposal shall be the basis for establishing the amount of the performance bond and for comparison of bids.

The above delivery dates and times are to be filled in by the bidder before submitting his proposal.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the work will be substantially complete on or before date specified in 5.01 and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after date specified in 5.01.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Bond.
- B. List of Proposed Major Suppliers.
- C. Affidavit of Non-Collusion.
- D. List of Project References.
- E. Bidder's Qualifications.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name: _____

By: _____

Doing Business As: _____

(Individual's signature)

Business address: _____

Phone: _____

Email address: _____

A Partnership

Partnership Name: _____ (Seal)

By: _____
(Signature of general partner – attach evidence of authority to sign.)

Name: (typed or printed) _____

Business Address: _____

Phone: _____

Email Address: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type: _____
(General Business, Professional, Service, Other)

By: _____
(Signature – attach evidence of authority to sign)

Name: (typed or printed) _____

Title: _____
(Corporate Seal)


Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone: _____

Email Address: _____

A Limited Liability Company (LLC)

LLC Name: WEG Transformers USA LLC
State in which organized: Georgia
By: 
(Signature – attach evidence of authority to sign)
Name: (typed or printed) Alex Crews
Business Address: 1 Pauwels Drive
Washington, Missouri 63090
Phone: 636-239-9340
Email: acrews@weg.net

A Joint Venture

First Joint Venturer Name: _____
(seal)
By: _____
(Signature – attach evidence of authority to sign)
Name: (typed or printed) _____
Title: _____
Business Address: _____

Phone: _____
Email Address: _____

Second Joint Venturer

Name:

_____ (seal)

By:

_____ (Signature – attach evidence of authority to sign)

Name: *(typed or printed)*

Title:

Business Address:

Phone:

Email Address:

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture:

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)



WEG TRANSFORMERS USA – SPECIFIC T&Cs

1. SCOPE

Our offer includes design, manufacture, inspection and testing at the noted Works, packing for shipment and delivery FOB Destination, unloaded.

The transformers proposed are:

Line Item	Description	Qty.	Plant
1	50/66.67/83.33//56/74.67/93.33 MVA, 55/65C rise – 138/35.5 kV, Delta-Wye two winding 60 Hz, ZH-X=10% (50 MVA base) with HV DETC and LV LTC along with accessories.	1	MO,USA
2	20/26.67/33.33//22.4/29.87/37.33 MVA, 55/65C rise – 138/13.8 kV, Delta-Wye two winding 60 Hz, ZH-X=10% (20 MVA base) with HV DETC and LV LTC along with accessories.	1	MO,USA

The proposed transformers are proposed in accordance to the latest ANSI -IEEE C57.12.00 standards and this including oil for first filling as per specification. A listing of all applicable standards is available upon request.

2. VALIDITY:

Our proposal will remain valid until July 17, 2020 and for the mutually agreed contract delivery.

Before acceptance of an order, we reserve the right to subject the buyer and/or end-user to a credit check. Changes in credit rate of the buyer may also trigger changes in the payment schedule.



3. DELIVERY:

Our standard delivery would be per the below schedule:

Line Item	Description	Weeks ARO (unit 1)	Subsequent Units
1	50/66.67/83.33//56/74.67/93.33 MVA, 55/65C rise – 138/35.5 kV, Delta-Wye two winding 60 Hz, ZH-X=10% (50 MVA base) with HV DETC and LV LTC along with accessories.	38-40	N/A
2	20/26.67/33.33//22.4/29.87/37.33 MVA, 55/65C rise – 138/13.8 kV, Delta-Wye two winding 60 Hz, ZH-X=10% (20 MVA base) with HV DETC and LV LTC along with accessories.	38-40	N/A

All WEG transformers are shipped with shockrecorders. WEG does not charge its customers for the shockrecorders if they are returned to WEG within 1 month of delivery. Shock recorders can be returned free of charge. Customers that like to keep their shock recorders can purchase them for 2,500 USD each.

4. TAXES & TARRIFS

Our prices do not include: Federal, State or local sales, use, excise or any other taxes and fees related to the sale of products and services performed under the eventual contract. Our prices do not include any import tarrifs from our Mexico Plants.

5. PAYMENT TERMS

Although we are willing to discuss alternate payment terms should you desire so, our standard payment terms would be:

Item	Milestone	%
1	at time of placing the order	10
2	at time of delivery	80
3	after final acceptance, not to exceed 30 days after delivery	10

WEG Transformers USA expects payment of 10% before shipment of the transformers. Note that all invoices are due net 30 days.



6. WARRANTY

We have offered our standard warranty of 60/66 months.

WEG requires that the maintenance instructions and intervals as indicated in the product manuals are followed. Maintenance should be executed by a professional maintenance contractor and/or own experienced maintenance personnel from the customer. Reports of such maintenance should be made available to WEG for review and acceptance, to maintain this warranty effective.

7. DRAWING SUBMISSION SCHEDULE

All mechanical and electrical drawings and control and wiring schematics will be submitted as follows:

Line Item	Description	Weeks ARO (unit 1)
1	50/66.67/83.33//56/74.67/93.33 MVA, 55/65C rise – 138/35.5 kV, Delta-Wye two winding 60 Hz, ZH-X=10% (50 MVA base) with HV DETC and LV LTC along with accessories.	10-12
2	20/26.67/33.33//22.4/29.87/37.33 MVA, 55/65C rise – 138/13.8 kV, Delta-Wye two winding 60 Hz, ZH-X=10% (20 MVA base) with HV DETC and LV LTC along with accessories.	10-12

Drawing approval time included in our offered delivery time is assumed to be no more than 2 weeks. In case the approval time is longer, it might cause to the customer additional costs and/or later delivery.

8. MANUFACTURING QUALITY TESTS

All Routine Tests will be carried out as per ANSI / IEEE and per the RFQ.

Type and design tests that are not listed in the above mentioned clause of the RFP, can be performed at an additional cost and may increase the delivery time(s).

To avoid misinterpretation of the specification, we will submit an ITP to the customer for review after receipt of the order.

Any manufacturing quality test performed outside our factory should be performed under the guidance and supervision of WEG at all times, to ensure the validity of the warranty.



9. RECOMMENDED SPARES FOR 5 YEARS OPERATION

We have added a listing of recommended spare parts in this proposal for your convenience.

10. FIELD SERVICE WORK

The following start-up / commissioning parts will be supplied along with the main transformers on a free of charge basis:

Nr	Description	Unit	Qty
1	Set of assembly gaskets	Set	1
2	Touch up Paint for the last coat	Cans	3

The following site activities are quoted as an option:

Item	Activity	Line Items
1	offloading	1,2
2	assembly: full service	1,2
3	oil filling: (not needed for items:2)	1
4	testing and commissioning: full service	1,2

The quoted fields service prices are valid for execution within 2 - 4 weeks after arrival of the transformer to site, during regular working days.

Offloading quoted is by crane, one pick and drop. An area of at least 30 feet or 10 meters around the drop-off point must be clear of any obstruction to allow for a safe and quick offloading. It is the customer's responsibility to ensure the pad is approachable within 30 feet or 10 meters and the access road to do so from the nearest public road is the responsibility of the Purchaser. Purchaser shall bear all cost for any modifications needed to this access road.

The following units will ship oil filled: line items 2.

Line items 1 will be shipped without oil. Unless oil filling is include per the above table, it will be considered the buyer's responsibility.

Please contact us for additional services like removal, repair of refurbishment of existing transformers and coordination of such activities.

11. SPECIAL TOOLS

No special tools and tackles are offered as the same are not required for the installation, operation and maintenance of the Transformers offered.



General purpose tools required for such purpose are generally available with any good contractor.

12. CANCELLATION CHARGES

The cancellation charges in relation to this project are calculated on the unit's contractual value less any transportation, unloading, or field service costs and are as follows:

Milestone	% of CV
Order Received	20%
Start of Design	30%
Submittal of outline drawing	40%
Order of core/coil materials	50%
Start of order of other materials	60%
Receipt of core/coil materials	70%
Start of Production	80%
Finish Core/Coils	90%
Unit tanked and oil filled	100%

Transportation cancellation charges will be invoiced per actuals as received from the transportation company.

The above table is intended to avoid endless discussion concerning the valuation of a non finished good at time of cancellation of the contract, and will be agreed between parties in lieu of any proof of costs and/or damages sustained by the vender.

In no case an unfinished good will carry a warranty and additional costs for preparing, packing or transportation are excluded from the above table.

13. SUSPENSION CHARGES AND DELAYED SHIPMENT

Suspension is defined as the instruction from the Purchaser to stop all work temporarily on a unit of the contract. Delayed shipment is the case where WEG is allowed to continue the work, but where the delivery to site is postponed by the Purchaser and thus requiring storage of the unit.

When suspension occurs less than 20 weeks prior to the delivery of a unit, and the unit needs to be rescheduled to a later date, the suspension charges in relation to this project are calculated on the unit's contractual value less transportation costs and are up to 30% of the contract value.

These charges apply for rescheduling the works at the convenience of the Purchaser. Once the unit has been tested, any suspension will be treated as a delayed shipment.

For the conditions that apply for delayed shipments, we refer to our standard terms and conditions.



Suspension beyond 6 months may be converted into a cancellation of the contract, and the fee will be the higher of the 30% and the applicable cancellation charge.

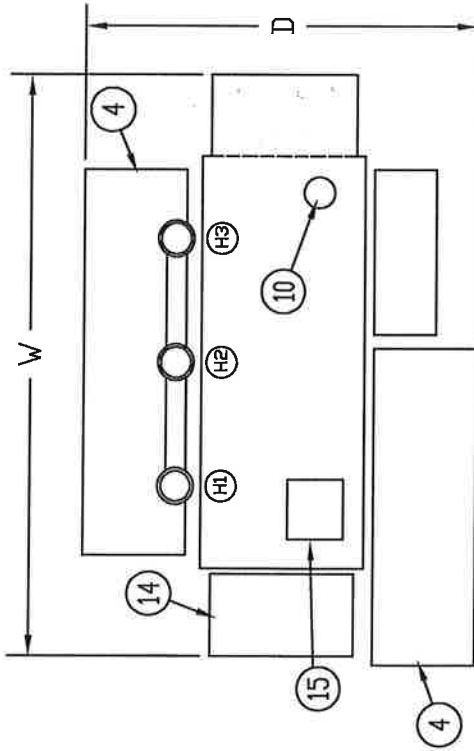
14. APPLICABLE TERMS AND CONDITIONS

Although we are willing to negotiate, we have based our proposal on our standard and specific terms and conditions.

We are willing to make changes to better suit all parties' requirements prior to signing an agreement.

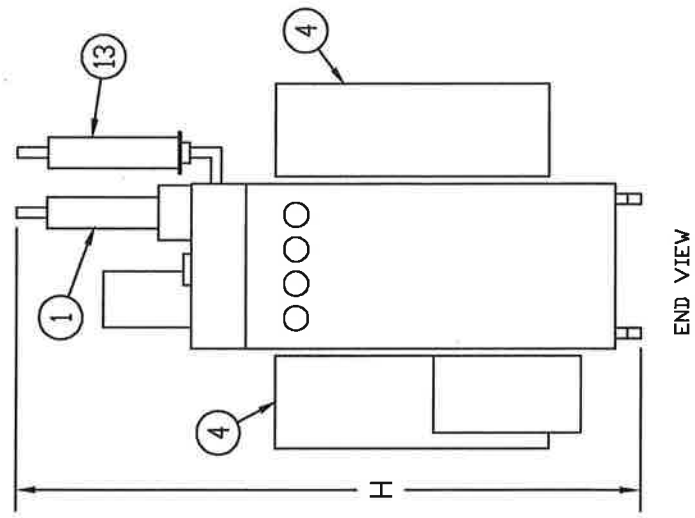
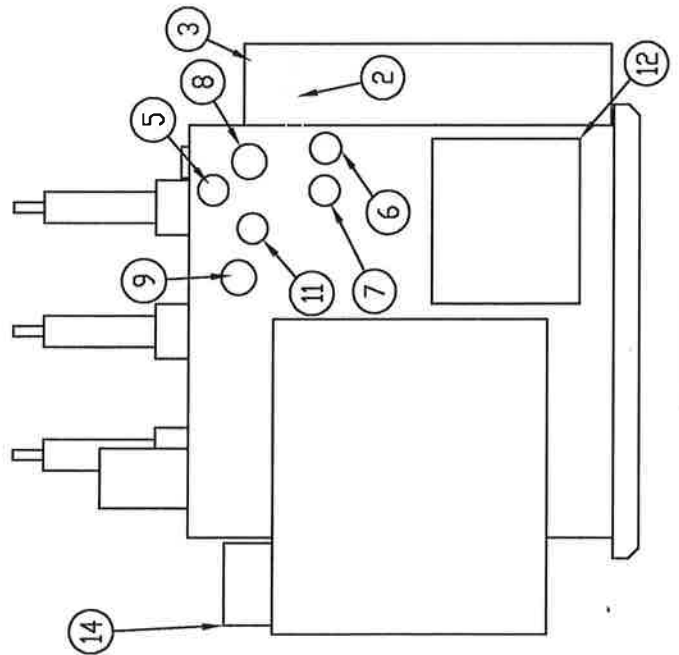
Reference Number: wtu20-306 Item No.: Customer: ROCHELLE Inquiry: ANSI Standards: C57.12.00 - 2015 C57.12.10 - 2010 C57.12.90 - 2015 Date: 6/24/20

RATINGS										
ANSI Class II		Power Transformer			Dyn1					
Type:	Station Type		Cooling Class		H Winding		X Winding		Y Winding	
Phase:	3		Avg Winding Rise		138	kV	34.50	kV	kV	
Frequency:	60 Hz		ONAN	55	50	MVA	50	MVA		
Temp. Rise:	55/65 Deg C		ONAN	65	56	MVA	56	MVA		
Cooling Class	ONAN/ONAF1/ONAF2		ONAF1	65	74.7	MVA	74.7	MVA		
Insulating Liquid:	Mineral Oil Type II		ONAF2	65	93.3	MVA	93.3	MVA		
TAP RANGE										
H Winding	+5% to -5% in steps of 2.5% with DETC									
X Winding	+/-10% in steps of 0.625% with LTC									
CONNECTIONS FOR OPERATION										
Transformers In Bank	To Transformer	From	Phase	Connected	To	Phase	Connected			
1	138		3	DELTA	34.5	3	Wye			
Neutral terminal of		LV	winding to be grounded			Solidly				
INSULATION LEVELS										
Items	Nominal System Voltage (kV)	Basis Lightning Impulse Insulation Level (BIL) (kV Crest)			For Class II Transformers Low Frequency Test Voltages					
		Windings	Bushings		Applied Voltage (kVrms)			Induced Voltage Test Level		
H-line	138.0	650	650		207			PD, 1 hr/Enhance =125/145KV		
H-neutral	NA	NA	NA		NA					
X-line	34.5	200	200		34					
X-neutral	15.0	110	200		34					
Y-Line	NA	NA	NA		NA					
PERFORMANCE DATA Based on 75 deg C Reference Temperature and 50 MVA in nominal tap position.										
Excitation	Exciting	No Load	Load	Total	Power Factor	Percent Regulation	Percent Efficiency at			
Voltage %	Current %	kW	kW	kW			1/4 Load	1/2 Load	3/4 Load	Full Load
100%	0.231	32.27	119.80	152.07	1.00	0.74	99.68	99.75	99.73	99.70
110%	0.92	49.00			0.80	6.50	99.60	99.69	99.67	99.62
PERFORMANCE DATA Based on 75 deg C Reference Temperature and 93.34 MVA in nominal tap position.										
Excitation	Exciting	No Load	Load	Total	Power Factor	Percent Regulation	Percent Efficiency at			
Voltage %	Current %	kW	kW	kW			1/4 Load	1/2 Load	3/4 Load	Full Load
100%	0.12	32.27	417.00	449.27	1.00	2.19	99.75	99.71	99.62	99.52
105%	0.22	39.00			0.85	11.43	99.71	99.66	99.55	99.44
AUXILIARY LOSSES			MECHANICAL DATA (Not for construction purposes.)							
Transformer MVA	Class	kW Aux. Loss		Dimensions (Approximate) (Inches) (mm)						
50	ONAN	Approx:	0	Height	231	(	5867)		
93.34	ONAF2	Approx:	9.6	Width	284	(	7214)		
				Depth	250	(	6350)		
				Height to Tank Cover	171	(	4343)		
				Untanking Height (without slings)	298	(	7569)		
				Weights (Approximate) (Pounds) (kg)						
				Core and Coils (untanking part)	91906	(	41688)		
				Tank and Fittings	63412	(	28763)		
				Liquid 8350 Gallons	60886	(	27618)		
				Total Weight	216204	(	98069)		
				Shipping Weight (heaviest part)	187002	(	84823	) Oil Filled		
					129980	(	58958	) Gas Filled		
Type Current Transformers:			Items to be removed for shipment: Refer Below							
Location	Qty/Phase	Ratio	Accuracy	HV Bushg	Rads & Fans					
H1,H2,H3	2	1200:5 MR	C400				Height	Width	Depth	
H1,H2,H3							171	284	137	
H0							See our technical remarks and clarifications on the specifications.			
X1,X2,X3	2	2000:5 MR	C400							
X1,X2,X3										
X2 (WTI)	1	1565/5	C100				Insulation Liquid Preservation : Sealed tank, with positive press. System			
X0	1	1200:5 MR	C400				H Winding		X Winding	
				Winding Conductor :		Copper		Copper		



IT. NO.	DESCRIPTION
1	HV BUSHING
2	LV BUSHING
3	FLANGED THROAT, LV SIDE
4	RADIATORS
5	PRESSURE/VACUUM GAUGE
6	WINDING TEMP. INDICATOR (IF CALLED IN SPEC)
7	OIL TEMP. INDICATOR
8	LIQUID LEVEL GAUGE
9	SUDDEN PRESSURE RELAY
10	PRESSURE RELIEF DEVICE
11	DETC SWITCH HANDLE
12	CONTROL BOX
13	SURGE ARRESTORS (IF CALLED IN SPEC)
14	LTC
15	NEUTRAL GROUNDING RESISTOR

ACCESSORIES SHALL BE AS PER SPEC, THOUGH NOT ALL ARE SHOWN IN THESE DRAWINGS.

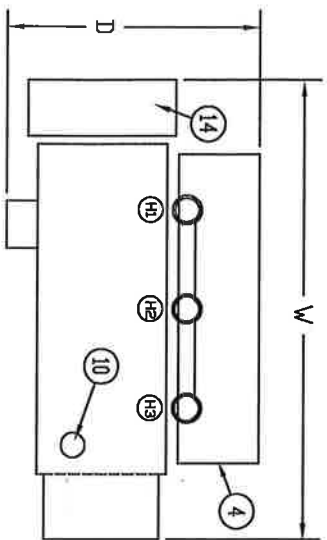


TYPICAL LAYOUT DRAWING ONLY.
 NOT FOR CONSTRUCTION PURPOSE.
 REFER DATA SHEET FOR H,W,D
 DIMENSIONS AND WEIGHTS.

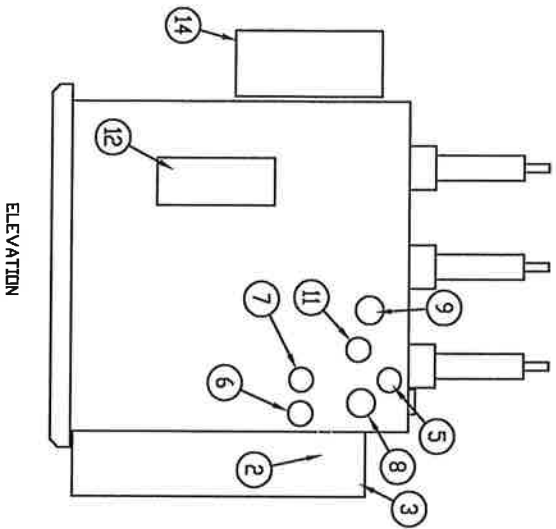
MODEL: LAYOUT HVATC2 LVATC4
 DATE: 12/11/2009
 PART NUMBER: SEE PARTS LIST
 SCALE: 1/8" = 1" (AS SHOWN)
 TOLERANCES: DECIMAL ± .025 ANGULAR ± 2° FRACTIONAL ± 1/8" IN ± .025 SHEET 1 OF 1

Reference Number: wtu20-306 Item No.: Customer: ROCHELLE Inquiry: ANSI Standards: C57.12.00 - 2015 C57.12.10 - 2010 C57.12.90 - 2015 Date: 6/24/20

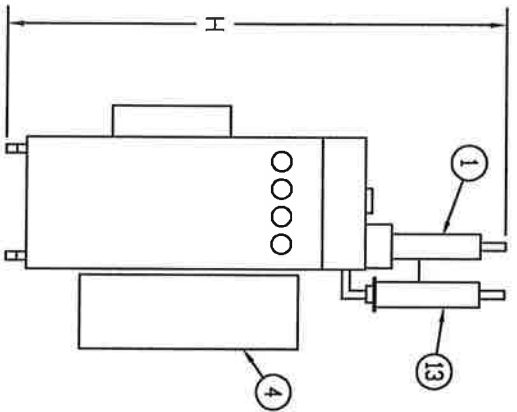
RATINGS										
ANSI Class II		Power Transformer			Dyn1					
Type:	Station Type		Cooling Class		H Winding		X Winding		Y Winding	
Phase:	3		Avg Winding Rise		138	kV	13.80	kV	kV	
Frequency:	60	Hz	ONAN	55	20	MVA	20	MVA		
Temp. Rise:	55/65	Deg C	ONAN	65	22.4	MVA	22.4	MVA		
Cooling Class	ONAN/ONAF1/ONAF2		ONAF1	65	29.9	MVA	29.9	MVA		
Insulating Liquid:	Mineral Oil Type II		ONAF2	65	37.3	MVA	37.3	MVA		
TAP RANGE										
H Winding	+5% to -5% in steps of 2.5% with DETC									
X Winding	+/-10% in steps of 0.625% with LTC									
CONNECTIONS FOR OPERATION										
Transformers In Bank	To Transformer	From	Phase	Connected	To	Phase	Connected			
1	138		3	DELTA	13.8	3	Wye			
Neutral terminal of		LV	winding to be grounded			Solidly				
INSULATION LEVELS										
Items	Nominal System Voltage (kV)	Basis Lightning Impulse Insulation Level (BIL) (kV Crest)			For Class II Transformers Low Frequency Test Voltages					
		Windings	Bushings		Applied Voltage (kVrms)		Induced Voltage Test Level			
H-line	138.0	650	650		207		PD, 1 hr/Enhance =125/145KV			
H-neutral	NA	NA	NA		NA					
X-line	15	150	200		34					
X-neutral	15.0	110	200		34					
Y-Line	NA	NA	NA		NA					
PERFORMANCE DATA										
		Based on 75 deg C Reference Temperature and			20 MVA in nominal tap position.					
Excitation	Exciting	No Load	Load	Total	Power Factor	Percent Regulation	Percent Efficiency at			
Voltage %	Current %	kW	kW	kW			1/4 Load	1/2 Load	3/4 Load	Full Load
100%	0.266	15.03	72.50	87.53	1.00	0.86	99.61	99.67	99.63	99.56
110%	1.06	23.00			0.80	6.59	99.51	99.59	99.54	99.46
PERFORMANCE DATA										
		Based on 75 deg C Reference Temperature and			37.33 MVA in nominal tap position.					
Excitation	Exciting	No Load	Load	Total	Power Factor	Percent Regulation	Percent Efficiency at			
Voltage %	Current %	kW	kW	kW			1/4 Load	1/2 Load	3/4 Load	Full Load
100%	0.14	15.03	253.00	268.03	1.00	2.42	99.67	99.58	99.44	99.29
105%	0.26	19.00			0.85	11.60	99.61	99.51	99.34	99.16
AUXILIARY LOSSES				MECHANICAL DATA (Not for construction purposes.)						
Transformer MVA	Class	kW Aux. Loss		Dimensions (Approximate) (Inches) (mm) Height 207 (5258) Width 248 (6299) Depth 189 (4801) Height to Tank Cover 147 (3734) Untanking Height (without slings) 251 (6375) Weights (Approximate) (Pounds) (kg) Core and Coils (untanking part) 46586 (21131) Tank and Fittings 36295 (16463) Liquid 5396 Gallons 39346 (17847) Total Weight 122227 (55441) Shipping Weight (heaviest part) 107024 (48545) Oil Filled 70070 (31783) Gas Filled						
20	ONAN	Approx:	0							
37.33	ONAF2	Approx:	3.2							
IMPEDANCE VOLTAGE										
Between Windings	at MVA	% IZ	% IZ ₀							
H - X	20	10.00								
H - Y										
X - Y										
SOUND LEVEL				NEMA TR1-2013						
Class	Sound Pressure	at								
ONAN	74	dB (A)	0.3 m							
ONAF2	77	dB (A)	2.0 m							
Type Current Transformers:				Items to be removed for shipment: Refer Below						
Location	Qty/Phase	Ratio	Accuracy	HV Bushg	Rads & Fans					
H1,H2,H3	2	1200:5 MR	C400							
H1,H2,H3										
H0										
X1,X2,X3	2	2000:5 MR	C400							
X1,X2,X3										
X2 (WT1)	1	1565/5	C100							
X0	1	1200:5 MR	C400							
				Size of Largest Package		Height	Width	Depth		
						147	248	127		
See our technical remarks and clarifications on the specifications.										
				Insulation Liquid Preservation :		Sealed tank, with positive press. System				
						H Winding		X Winding		
				Winding Conductor :		Copper		Copper		



TOP VIEW



ELEVATION



END VIEW

IT. NO.	DESCRIPTION
1	HV BUSHING
2	L.V. BUSHING
3	FLANGED THROAT, LV SIDE
4	RADIATORS
5	PRESSURE/VACUUM GAUGE
6	WINDING TEMP. INDICATOR (IF CALLED IN SPEC)
7	Oil. TEMP. INDICATOR
8	LIQUID LEVEL GAUGE
9	SUDDEN PRESSURE RELAY
10	PRESSURE RELIEF DEVICE
11	DIETC SWITCH HANDLE
12	CONTROL BOX
13	SURGE ARRESTORS (IF CALLED IN SPEC)
14	LTC

ACCESSORIES SHALL BE AS PER SPEC, THOUGH NOT ALL ARE SHOWN IN THESE DRAWINGS.

TYPICAL LAYOUT DRAWING ONLY,
NOT FOR CONSTRUCTION PURPOSE.
REFER DATA SHEET FOR H.V./D
DIMENSIONS AND WEIGHTS.

UNITS		DIVISION	TITLE
NONE		POWER	TYPICAL LAYOUT DRAWING
SCALE		TOLERANCE	MATERIAL
STD	mm	± 3	
NTS	In.	± 0.10	
SHEET		* ± 1	± 0.04
1 of 1		** ± 0.5	± 0.02
		ANGULAR	± 2°
CG POWER SYSTEMS USA INC WASHINGTON MO 63090 USA			
PART NUMBER			





**Comments/Clarifications on Specification
Quote WTU20-308**

Specification No.: Prologis Park Substation

Sr. No.	Clause No.	Comments/Clarification
1	2.1.B.9	WEG proposes that the Neutral will be rated at 110 kV BIL per IEEE Standards.

Our quotation is fully in compliance with the technical specification of the RFQ for all other constructional aspects. See the technical data sheets for guaranteed electrical and mechanical particulars.

Field service Comments:

Sr. No.	Clause No.	Comments/Clarification
1	General	Customer will be responsible to ensure that the area around the transformer will be suitable for any field service activities requested. The unit must be on a suitable pad, equipment must be grounded and enough clearance must be ensured for safely perform the activities. The ground around the transformer must be backfilled, compacted and suitable for safely placement of ladders and operation of cranes and trucks.



TERMS AND CONDITIONS FOR SALE OF TRANSFORMERS

1. General. The terms and conditions contained herein, together with any additional or different terms contained in WEG Proposal, if any, submitted to Purchaser (which Proposal shall control over these terms and conditions to the extent it contains any conflicting terms and conditions) constitute the entire agreement between the parties with respect to this order and supersede all prior communications and agreements. Acceptance by WEG of Purchaser's order, or Purchaser's acceptance of WEG's Proposal is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions which may not be changed or waived except in a writing signed by both parties. Any additional, inconsistent or different terms and conditions contained in Purchaser's purchase order or other documents supplied by Purchaser are hereby expressly rejected. Unless the context otherwise requires, the term "Equipment" as used herein includes all equipment, parts, and accessories sold, and all software and application software licensed to Purchaser under this order. Unless the context otherwise indicates, the term "Services" as used herein shall mean labor, supervision and project engineering services provided under this order.

2. Prices, Taxes, Customs Duties.

(a) The price does not include any Federal, state or local property, 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, the Equipment, its sale, its value or its use, or any services performed in connection herewith. Purchaser agrees to pay or reimburse any such taxes which WEG or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide WEG a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(b) Unless specified to the contrary in writing in the **specific WEG terms and conditions**, WEG's prices herein include customs duties and other importation or exportation fees applicable to sales in North America.

3. Payment.

(a) Unless specified to the contrary in writing by WEG, payment terms are net cash, payable without offset, by wire transfer, in United States Dollars, 30 days from date of invoice.

(b) If, in the judgment of WEG the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, then WEG may require payment in advance, payment security satisfactory to WEG or cancel any outstanding order, whereupon WEG shall be entitled to receive reasonable cancellation charges.

(c) If delivery is delayed by Purchaser, payment shall become due on the date WEG gives written notice of readiness to ship.

(d) Delays in delivery or non-conformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(e) If Purchaser does not pay an invoice when due, Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1.5 % per month or the highest applicable rate allowed by law on all such overdue amounts plus WEG's attorneys' fees and court costs incurred in connection with collection.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by WEG and resulting adjustments to affected provisions including price, schedule, and guarantees, mutually agreed in writing prior to implementation of the change.



(b) WEG may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to meet any performance guarantees provided for in the Proposal. If Purchaser refuses to approve any such changes, WEG shall be relieved of its obligations to meet such guarantees to the extent to which WEG may be affected by such refusal.

5. Delivery, Title and Risk of Loss.

(a) Equipment delivered in the continental United States or Canada is delivered Delivery Duty Paid (DDP)- common carrier delivery point nearest to named destination. All shipping terms are Incoterms 2017 unless otherwise indicated in writing in the **specific terms and conditions**.

(b) Where the delivery of Equipment is delayed by Purchaser or by Force Majeure, WEG may deliver the equipment by moving it to storage for the account of Purchaser.

(c) Purchaser shall be responsible for providing free and clear access for WEG to deliver Equipment to, and perform field assembly and testing at, named destination. Clear access includes appropriate roads to transport Equipment and cranes alongside the transformer pad with clearance to offload, assemble, and test Equipment free from obstructions, structures, energized lines, or other equipment. Any additional access costs shall be the responsibility of Purchaser.

(d) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for WEG's performance hereunder. Claims for shortages or other errors in delivery must be made in writing to WEG within ten (10) days of delivery.

(e) Unless specified to the contrary in writing in the **specific WEG terms and conditions**, title to and risk of loss of the Equipment shall pass upon delivery.

6. Inspection, Testing and Acceptance.

(a) Any inspections by Purchaser of Equipment on WEG's premises shall be scheduled in advance and during normal working hours.

(b) When factory acceptance testing is included in the Agreement, WEG shall notify Purchaser when WEG will conduct a standard acceptance test for Purchaser prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of the test, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and authorizes shipment.

(c) When on-site acceptance testing is included in the Agreement, a standard WEG on-site acceptance test will be performed by WEG's personnel to verify that all Equipment supplied hereunder has arrived at site complete, without physical damage, and is ready for use. Completion of the on-site acceptance test constitutes full and final acceptance of the Equipment.

(d) If Equipment is not accepted by Purchaser within thirty (30) days after arrival of the Equipment at the site, final acceptance shall be deemed made.

7. Warranty.

(a) Unless specified to the contrary in writing in the **specific WEG terms and conditions**, WEG warrants the Equipment (excluding software) against defects in material and workmanship for a period expiring on the earlier of twelve (12) months after installation or eighteen (18) months from date of shipment.

(b) Services. WEG warrants Services against defects in workmanship for a period of ninety (90) days from the date of completion of such Services.

(c) Parts. If applicable to the scope of WEG's work hereunder, WEG further warrants: (i) spare parts and



components sold by WEG against defects in material and workmanship for a period of twelve (12) months after shipment and (ii) repaired or refurbished parts repaired by WEG against defects in material and workmanship for a period of ninety (90) days after shipment, unless repaired pursuant to an original Equipment warranty, in which case the repair is warranted for the time remaining of the original warranty period.

(d) Remedies. Should any failure to conform with the applicable warranties appear during the specified periods under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained, and if given prompt written notice by Purchaser, WEG shall correct such nonconformity by, at its option, (i) repair or replacement of the nonconforming Equipment or parts thereof, or (ii) refund of the purchase price of the nonconforming Equipment or parts thereof, or (iii) in the case of nonconforming Services, provide equivalent Services at the job site or refund the price therefor. Repairs or replacements pursuant to warranty shall not renew or extend the applicable original warranty period, provided however, that any such repairs or replacement of Equipment or parts thereof shall be warranted for the time remaining of the original warranty period or 30 days, whichever is longer. Purchaser shall be responsible for providing free and clear working access to repair or replace the nonconforming Equipment, including de-energizing and re-energizing the Equipment and any necessary disassembly and re-assembly of other equipment or structures, is for the Purchaser's risk and expense; whereas transportation only to and from repair or factory facility is for the Seller's risk and expense.

(e) These warranties shall not apply to any Equipment or parts thereof which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been used in a manner contrary to WEG's instructions; (iv) are comprised of materials provided or design stipulated by Purchaser; (v) are used equipment; or (vi) result from normal wear and tear.

(f) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED, AND WEG HEREBY DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

(g) Correction of nonconformities in the manner and for the period of time provided above shall be Purchaser's sole and exclusive remedy for any failure of WEG to comply with its obligations hereunder.

8. Patent Indemnity.

(a) WEG shall defend at its own expense any actions brought against Purchaser alleging that the Equipment furnished hereunder by WEG or the use of said Equipment to practice any process supplied hereunder by WEG directly infringes any claim of a patent of the United States of America, Canada or Mexico and to pay all damages and costs finally awarded in said actions. WEG shall have the right to settle or otherwise terminate said actions in behalf of Purchaser.

(b) WEG shall have no obligations hereunder and this provision shall not apply: (i) to any other equipment or processes, including Equipment or processes supplied hereunder by WEG which have been modified or combined with other equipment or processes; (ii) to any products or articles manufactured by any equipment or processes; (iii) to any patent issued after the date of this Agreement; and (iv) in the event any of said actions is settled or otherwise terminated without the prior written consent of WEG.

(c) If, in any action hereunder, the Equipment is held to constitute infringement, or the practice of any process using the Equipment is finally enjoined, WEG shall, at its option and its own expense, either procure for Purchaser the right to continue using said Equipment; or, modify or replace it with non-infringing equipment; or, with Purchaser's assistance, modify the process so that it becomes non-infringing; or remove it and refund the purchase price allocable to the infringing equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF WEG WITH RESPECT TO PATENT INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser



with equipment or processes not furnished hereunder (except to the extent that WEG is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by WEG or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against WEG, Purchaser agrees to defend and indemnify WEG in the same manner and to the same extent that WEG indemnifies Purchaser in this "Patent Indemnity" paragraph.

9. Limitation of Liability.

(a) In no event shall WEG, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, or claims of customers of the Purchaser or other third parties for such or other damages. WEG's liability for any claim whether in contract, warranty, negligence, tort, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim. The limitations in this section shall prevail over any conflicting terms, except to the extent that such terms further restrict WEG's liability.

(b) All WEG liability shall end upon expiration of the applicable warranty period, provided that Purchaser may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

(c) In no event, regardless of cause, shall WEG assume responsibility for or be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/or Services.

10. Nuclear Liability. In the event that the Equipment or parts sold hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or a governmental indemnity protecting WEG against liability and hereby releases and agrees to indemnify WEG and its suppliers from any nuclear damage, which in any manner arises out of a nuclear incident, whether alleged to be due, in whole or in part, to the negligence of WEG or its suppliers.

11. Laws and Regulations. Purchaser has sole responsibility for compliance with all applicable Federal, state and local laws and regulations relating to the operation or use of the Equipment. If Purchaser desires a modification to the order as a result of any change or revision to any law or regulation after the date of the proposal, such modification shall be treated as a change order. Nothing contained herein shall be construed as imposing responsibility or liability upon WEG for the obtaining of any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. WEG's obligations are conditioned upon Purchaser's compliance with all U.S. and other applicable trade control laws and regulations. Purchaser shall not trans-ship, re-export, divert or direct Equipment other than in and to the ultimate country of destination declared by Purchaser and specified as the country of ultimate destination on WEG's invoice.

12. Software License.

(a) If software is furnished as part of the sale made hereunder, Purchaser obtains a limited license to use certain proprietary software identified in WEG's proposal, subject to the following: (i) the software may be used only in conjunction with equipment specified by WEG, (ii) the software is to be kept strictly confidential, (iii) the software shall not be copied, reverse engineered, or modified, (iv) the Purchaser's right to use the software shall become effective upon delivery and shall continue until the related equipment is no longer used by the Purchaser or until otherwise terminated hereunder, and (v) the rights to use the software are non-exclusive, and non-transferable, except with WEG's prior written consent.

(b) Nothing contained in this Agreement shall be deemed to convey any title to or ownership in the software



or the intellectual property contained therein in whole or in part to Purchaser, nor to designate the software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the software and without retaining any copies, notes or excerpts thereof, return to WEG the software and all copies thereof and shall remove all machine readable software from all of Purchaser's storage media.

13. Inventions and Information. Unless otherwise agreed in writing by WEG and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with WEG. Any design, manufacturing drawings or other information submitted to the Purchaser remain the exclusive property of WEG. Purchaser shall not, without WEG's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

14. Force Majeure. WEG shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control including but not limited to acts of war (declared or undeclared) fire, strike, labor difficulties, Acts of God, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated

causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay.

15. Cancellation. Unless specified to the contrary in writing in the **specific WEG terms and conditions**, Purchaser may cancel any order or contract only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order or contract incurred prior to the effective date of termination and all expenses incurred by WEG attributable to the termination, plus a fixed sum of ten (10) percent of the final total selling price to compensate for disruption in scheduling, planned production and other indirect costs.

16. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by WEG of Purchaser's written notice specifying such default, WEG shall have failed to initiate and pursue with due diligence correction of such specified default.

17. Assignment. Any assignment of this Agreement or any rights or obligations hereunder without prior written consent of WEG shall be void.

18. Choice of Law. This agreement shall be governed by the laws of the State of Georgia, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding Georgia law with respect to conflicts of law. Purchaser agrees that all causes of action under this agreement shall be brought in the Superior Court of Gwinnett County, Georgia, or the U.S. District Court for the Northern District of Georgia, and hereby waives any challenges that Purchaser may have to such court's personal jurisdiction over Purchaser. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

19. Entire Agreement. This Agreement, including written bid proposal and written (email or otherwise) clarifications made to the original bid proposal, constitutes the entire agreement between WEG and Purchaser, and there are no agreements, understandings, restrictions, warranties, or representations between WEG and Purchaser other than those set forth or provided for herein.

Bid Bond



CONTRACTOR:

(Name, legal status and address)

WEG TRANSFORMERS USA LLC
1 Pauwels Drive
Washington, MO 63090

Bond # WEGT6-19-20-1

SURETY:

(Name, legal status and principal place of business)

THE HANOVER INSURANCE COMPANY
440 Lincoln Street
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

Rochelle Municipal Utilities
420 N 6th Street
Rochelle, IL 61068

BOND AMOUNT: Five Percent (5.00%) of the Amount Bid

PROJECT: Prologis Park Substation Transformer Purchase

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of June, 2020

(Witness)

(Witness)

WEG TRANSFORMERS USA LLC

(Principal)

[Signature]

(Seal)

THE HANOVER INSURANCE COMPANY

(Surety)

[Signature]

Renee A. Manny, Attorney-in-fact

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

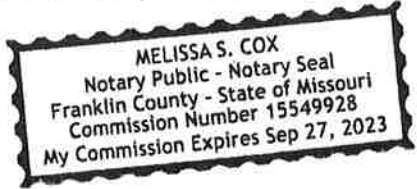
(Acknowledgment of bond by Limited Liability Company)

STATE OF MISSOURI)
COUNTY OF Franklin)

Bond No. WEGT6-19-20-1

On this 24th day of June, 2020 before me personally came
Andrew Kassebavin to me known, being sworn
by me, did depose and say that (s)he resides in Washington, Missouri
that (X)he is the Quotation Engineer of WEG TRANSFORMERS USA LLC
a Limited Liability Company described in and which
executed the foregoing instrument; that (s)he signed his/her name thereto pursuant to
authority granted by Limited Liability Company's Operating Agreement.

Sworn to and acknowledged on the above date, Melissa S. Cox

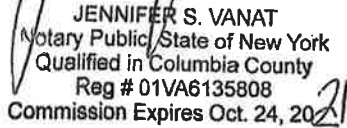


(Acknowledgment of bond by Surety Company)

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

On this 19th day of June, 2020 before me personally came
Renee A. Manny to me known, who being by me duly sworn, did depose and say that (s)he resides
in Rensselaer, NY, (s)he is the Attorney-in-fact of THE HANOVER INSURANCE COMPANY and which
executed the within instrument; that (s)he knows the seal of said Company and that it was
affixed thereto by authority of the Power of Attorney of said Company; of which a certified
copy is attached; and that (s)he signed said instrument as an Attorney-in-Fact of said Company
by like authority.

Sworn to and acknowledged on the above date, Jennifer S Vanat



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kevin J. Garrity, John F. Murray, Jr., Renee A. Manny and/or Jennifer Susan Vanat

Of **Rose & Kiernan, Inc. of Greenbush, NY** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 8th day of February, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



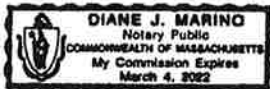
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 8th day of February, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of June 2020

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

**The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2019**

ASSETS

	2019
Cash in Banks (Including Short-Term Investments).....	\$ 64,053,183
Bonds and Stocks.....	\$6,259,537,802
Other Admitted Assets.....	\$2,228,614,339
Total Admitted Assets.....	<u>\$8,552,205,324</u>

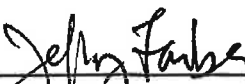
LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums	\$1,837,028,359
Reserve for Loss and Loss Expense	\$3,714,561,441
Reserve for Taxes	\$ 898,129
Funds held under reinsurance treaties	\$ 3,213,490
Reserve for all other liabilities.....	\$ 531,885,383
Capital Stock - \$1.00 par	\$ 5,000,000
Net Surplus	<u>\$2,459,618,522</u>
Policyholders' Surplus	<u>\$2,464,618,522</u>
Total Liabilities, Capital and Surplus.....	<u>\$8,552,205,324</u>

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2019.



 Jeffrey Farber
 Assistant Treasurer