



August 31, 2020

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

Ref: 2031K002 – Prologis Park Substation Upgrades  
Switchgear Purchase Recommendation

Dear Mr. Lanning:

The RMU received and opened bids on August 27, 2020 for the switchgear purchase, 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.

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Lead Time</u>
Powercon	\$2,497,181.00	32 weeks
AZZ	\$2,601,389.00	40-44 weeks
Eaton	\$4,361,085.00	30 weeks

The bid from Powercon was the apparent low bid at \$2,497,181.00 for Specification 2031K002, no major exceptions were listed. Powercon has a good list of reference completed projects. 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 \$2,400,000 for the contract. Therefore, it is the recommendation of BHMGG to award the project to Powercon, for the supply of the switchgear.


With the City’s approval, release, and financial approval; BHMGG 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:  
**BHMGG Engineers, Inc.**

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




2031 K002- ROCHELLE MUNICIPAL UTILITIES - PROLOGIS PARK SUBSTATION - SWITCHGEAR PURCHASE

BIDDERS / PROPOSALS	Powercon Corp.	AZZ Inc.	Eaton	H.K. Scholz Co.
	(Delstar Products)	(Electrorep)	(Evans, Lipka & Associates)	
BID SECURITY	5% Bid Bond	5% Bid Bond	5% Bid Bond	
Furnish the Goods & Special Services for the Switchgear Purchase				
PROJECT COMPLETION TIME (requesting delivery 05/04/2021)	Per spec	40-44 weeks	166 days	No Bid
	\$2,497,181.00	\$2,601,386.00	\$4,361,085.00	
	<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 checked="" type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Non-Collusion Affidavit
	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond
	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form
	<input checked="" type="checkbox"/> Any other documents as required by the specification	<input checked="" type="checkbox"/> Any other documents as required by the specification	<input checked="" type="checkbox"/> Any other documents as required by the specification	<input checked="" type="checkbox"/> Any other documents as required by the specification
<b>BHMGM ENGINEERS, INC.</b> Consulting Engineers 630 Jeffco Blvd. Arnold, MO 63010		<b>ROCHELLE MUNICIPAL UTILITIES</b> Prologis Park Substation Switchgear Purchase Bids Received 11:00 a.m., 08/27/20		Bid Opening Witnesses:  City: _____  BHMGM: 



2031 K002- ROCHELLE MUNICIPAL UTILITIES - PROLOGIS PARK SUBSTATION - SWITCHGEAR PURCHASE

BIDDERS / PROPOSALS	UUSCO (Universal Utility Supply Co.)							
BID SECURITY								
Furnish the Goods & Special Services for the Switchgear Purchase								
PROJECT COMPLETION TIME (requesting delivery 05/04/2021)								
	✓	Registered Bidder	✓	Registered Bidder	✓	Registered Bidder	✓	Registered Bidder
		Non-Collusion Affidavit		Non-Collusion Affidavit		Non-Collusion Affidavit		Non-Collusion Affidavit
		Bid Bond		Bid Bond		Bid Bond		Bid Bond
		Bid Form		Bid Form		Bid Form		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
<b>BHMGE ENGINEERS, INC.</b> Consulting Engineers 630 Jeffco Blvd. Arnold, MO 63010			<b>ROCHELLE MUNICIPAL UTILITIES</b> Prologis Park Substation Switchgear Purchase Bids Received 11:00 a.m., 08/27/20			Bid Opening Witnesses:  City: _____  BHMGE: 		

No Bid

/

/

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# Switchgear Bid Evaluation



2031 - Prologis Park Substation Switchgear Purchase

#	Company	Base Bid (\$)	Manufacturer Location	Leadtime (weeks)	Breaker (manufacturer)	Enclosure (manufacturer)	Estimated Weight (lbs)	Notes
1	Powercon	\$ 2,497,181.00	Maryland	32	Eaton	Powercon	284,000	
2	AZZ	\$ 2,601,386.00	Missouri	40-44	Eaton	AZZ	~200,000	
3	Eaton	\$ 4,361,085.00	Nebraska	30	Eaton	Eaton	231,100	

## BID FORM

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This Bid is submitted by: POWERCON CORPORATION

**BID FORM**

**ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

**Rochelle Municipal Utilities  
420 N 6<sup>th</sup> 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>  #1  </u>	<u>  August 5, 2020  </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, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

#### ARTICLE 5 - BASIS OF BID

- 5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents including **Allowance No. 1**, as stipulated in the below documents for required scope changes for the following price(s):

**Lump Sum Bid Price**

\$ 2,497,181

#### SCHEDULE GUARANTEES

- Drawing Submittal: 56 Calendar days from ARO
- Assembly Complete: 224 Calendar days from ARO
- Factory Testing Complete: 224 Calendar days from ARO
- Delivery: Shall be received on 05/04/2021.

#### EQUIPMENT DETAILS

- Manufacturer: POWERCON
- Total Weight: 234,000 lbs.

#### 5.02 Allowances

##### A. General

- a. Allowances as set forth in the specifications are to be used as compensation for items as set forth in this section.

##### B. Allowances

- a. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicates the amount to be charged to the respective amount.

- b. At substantial completion of the work, credit unused amounts remaining in the allowances to the owner by change order.

C. Allowance Disbursement

- a. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.
- b. Once the owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

- a. The following allowances shall be included in the base bid.
- b. Allowance No. 1 – include the stipulated sum of \$50,000.00 for required scope change in the project.

- 5.03 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: \_\_\_\_\_

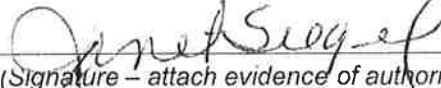
Email Address: \_\_\_\_\_

A Corporation

Corporation Name: Powerans Corporation

State of Incorporation: Maryland

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

By:   
(Signature - attach evidence of authority to sign)

Name: (typed or printed) Janet Siegel

Title: President / CEO  
(Corporate Seal)

Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

Business Address: P.O. Box 477  
Severn, MD 21144

Phone: 410-551-6500

Email Address: \_\_\_\_\_

A Limited Liability Company (LLC)

LLC Name: \_\_\_\_\_  
State in which organized: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature - attach evidence of authority to sign)

Name: (typed or printed) \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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, email, 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.)

**ADDENDUM NO. 1**

**FOR**

**ROCHELLE MUNICIPAL UTILITIES  
CITY OF ROCHELLE, ILLINOIS**

**SWITCHGEAR PURCHASE  
2031 K002**

**August 05, 2020**

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**ADD-1**

1. The 34.5kV switchgear has an incoming manual disconnect switch shown on the layout and door drawings, but not shown on the one-line diagram. Please include the 34.5kV manual switches in the switchgear package and amend the one-line to include switches on the two incoming lines.

**END OF ADDENDUM**

Please indicate receipt of this Addendum by signature and company, and email by 12:00 P.M. central standard time on August 12, 2020.

**Email: [Istackle@bhmg.com](mailto:Istackle@bhmg.com)**

Name JOHN SALZMANN / John Salzman

Company POWERCON CORPORATION

**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 Maryland

COUNTY OF Anne Arundel

Janet Siegel, being first duly sworn, deposes and says that he is President \* (~~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 person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: Janet Siegel  
President / CEO  
Title

Subscribed and sworn to before me this 25 day of August, 2020.

Seal of Notary

[Signature]  
Notary Public

*My Commission expires 9/17/2022*

\* 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, a partner, secretary", etc. should be struck out.

**BID BOND**

PENAL SUM FORM

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

**BIDDER (Name and Address):**

Powercon Corporation  
1551 Florida Avenue  
Severn, MD 21144

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

North American Specialty Insurance Company  
1200 Main St., Suite 800  
Kansas City, MO 64105

**OWNER (Name and Address):** Rochelle Municipal Utilities  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068

**BID**

Bid Due Date: August 27, 2020  
Project (Brief Description):

Prologis Park Substation - Switchgear Purchase

**BOND**

Bond Number: N/A Bid Bond

Date (Not later than Bid due date): August 24, 2020

Penal sum Five Percent of the Total Amount Bid -5%-  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

Powercon Corporation Seal  
Bidder's Name and Corporate Seal

North American Specialty Insurance Company Seal  
Surety's Name and Corporate Seal

By: Janet Siegel  
Signature and Title CEO/President

By: Michele Alban  
Signature and Title Michele Alban; Attorney-In-Fact  
(Attach Power of Attorney)

Attest: Beaver  
Signature and Title

Attest: Samantha Leonard  
Signature and Title Samantha Leonard, Witness

Note: Above addresses are to be used for giving required notice.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

STEPHEN J. MAINELLO, HOSSAY MATTIN, MICHELE ALBAN,  
MARGARET CASEY and ALBERT R. COUNSELMAN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 20 day of December, 2017.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 20 day of December, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24<sup>th</sup> day of August, 2020

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



BALTIMORE 410-551-6500  
WASHINGTON 202-621-7400  
<http://www.powerconcorp.com>

1551 FLORIDA AVENUE  
P.O. BOX 477  
SEVERN, MARYLAND 21144

**Powercon is certified as a woman-owned business**  
(See attached Certificate No. VON 10AS0107)

August 25, 2020

Rochelle Municipal Utilities  
420 N 6<sup>th</sup> Street  
Rochelle, IL 61068

Bid Package – **Reference Specifications Numbered: 2031 K002**  
Prologis Park Substation Switchgear Purchase

Re: Powercon Quotation 7364  
One (1) 38KV/15KV Metal-Clad Switchgear PDC – Prologis Park Substation

**We are pleased to offer our proposal for the following:**

**ITEM 1**

**1 ea. Outdoor Powercontrol Complex** per Rochelle Municipal Utilities– BHMG Engineers, Inc., set of technical Detailed Specifications and drawings dated July 2020, pages 1 through 161.

Approx. 85'L x 24'W - #11GA exterior walls and #16GA steel interior walls, with R-13 insulation on the walls, and R-30 insulation on the roof and base– paint interior aisle white, exterior ANSI # 70 light gray and equipped, as follows:

- two (2) 42" Wide Personnel doors w/ panic hardware;
- two (2) 42" x 84" Single Personnel Doors, w/panic hardware w/door contacts;
- two (2) Exterior LED lights, dusk to dawn, w/wall mount bypass;
- two (2) Emergency exit LED light, battery powered, 2 heads;
- two (2) Para. 2.2.M.1.g. -Smoke Detectors;
- one (1) Cable tray;
- one (1) Battery system, 125VDC, 220Ahr Battery System;
- one (1) Two-teir, seismic rack;
- one (1) Spill containment;
- one (1) Hindle type AT10, 16A Battery Charger;
- one (1) Hydrogen Gas Detector;
- one (1) Eyewash station with 32-oz bottle of saline solution;
- one (1) DC panelboard, 125VDC, 225A;
- one (1) exhaust fan with rain hood and damper;
- one (1) AC Panelboard 120/240V, 1ph, 400A ;
- one (1) HD Double throw station power disconnect switch (MTS);
- two (2) Ceiling mount electric heater;
- two (2) Bard HVAC Unit ;
- two (2) HVAC fused safety switch;
- one (1) Filtered ventilation intake;

- one (1) Para. 2.2.M.1.h.- 4 Drawer File Cabinet;
- one (1) Para. 2.2.M.1.i. -Two door 72"x36" metal Storage Cabinet;
- one (1) 2.2.M.1a. Fold down table 36"W x 20"D;
- two (2) 2.2.M.1.d. Fire Extinguisher Class ABC 10lb ;
- two (2) Para.2.7.C Control Termination Cabinet;
- two (2) Para. 2.7.DControl Cable Entrance with telescoping feature for vertical flexibility;
- one (1) Para. 2.7.EFiber Entrance Cabinet Panduit Opticom FWME8;
- one (1) lot of miscellaneous (terminal blocks, switches, comm. cables, nameplates, etc.);

**1 ea. Metal-Clad Switchgear Assembly**

Indoor 38kV, 150kV BIL, 40kA short circuit current, 2000A Lexan insulated copper main bus, consisting of (15) vertical sections approx. 60 ft. L x 12 ft. D in a walk-in enclosure, equipped as follows:

- Unit 1 – “Incoming Switch Auxiliary” Section**
- Unit 2 – “Main Breaker” Section**
- Unit 3 – “Feeder” Section**
- Unit 4 – “Feeder” Section**
- Unit 5 – “Feeder” Section**
- Unit 6 – “Feeder” Section**
- Unit 7 – “Future” Section**
- Unit 8 – “Bus Tie” Section**
- Unit 9 – “Future” Section**
- Unit 10 – “Feeder” Section**
- Unit 11 – “Feeder” Section**
- Unit 12 – “Feeder” Section**
- Unit 13 – “Feeder” Section**
- Unit 14 - “Main Breaker” Section**
- Unit 15 – “incoming Switch Auxiliary” Section**

**Inc Switch/Aux (Units 1, 15)**

- one (1) 38KV non-fused 2000A 3P isolation switch;
- nine (9) FT1 Test Switch;
- one (1) SEL 587Z0X325H12XX bus diff relay 587Z#101;
- one (1) SEL 787EX1A1A1A75850630 Tfx Primary relay 787#0201;
- one (1) SEL 387E013X534X41 Tfx Secondary relay ;
- one (1) ESCO 24LOR 7805D(86T1, 86T2, 86T3, 86P);
- one (1) ESCO 24LOR 7808D;
- one (1) ESCO 52CS 2457D;
- one (1) miscellaneous;

**Main (Units 2, 14)**

- one (1) Eaton 380-VCPW-HD 40 2000 38KV, 2000A, 40KA , 150KVBIL, 5 cycle dual trip coils;
- one (1) 2000A Breaker Module for Breaker element;
- one (1) Cycloaliphatic Epoxy Primary Contacts 2000A for breaker module ;
- one (1) TOC ;
- one (1) Fuse Drawout with Fuse 34.5KV 3.15E;
- one (1) VT 34.5KV, 300:1 ratio;
- one (1) CT 1200/5 MR, C-200;
- twelve (12) CT 2000/5 MR, C-200;

three (3) FT1 Test Switch;  
(1) SEL 351S-6XHB3f5422 Key 7072 overcurrent relay;  
two (2) ESCO 43R/L 8845DB Tfx LTC Tap Raise/Lower;  
one (1) ESCO 43M/A 9203DD Tfx LTC Manual/Auto;  
one (1) ESCO 52CS 2457D;  
one (1) INCON 1250B LTC;  
three (3) Station Class Surge Arrester ABB Q036SA029ASAA6;  
one (1) miscellaneous;

**Feeder (Units 3, 4, 5, 6, 10, 11, 12, 13)**

one (1) Eaton 380-VCPW-HD 40 1200 38KV, 1200A, 40KA , 150KVBIL, 5 cycle dual trip coil;  
one (1) 1200A Breaker Module for Breaker element;  
one (1) Cycloaliphatic Epoxy Primary Contacts 1200A for breaker module ;  
one (1) TOC ;  
twelve (12) CT 1200/5 MR, C-200;  
six (6) FT1 Test Switch;  
one (1) SEL 351S-6XHB3f5422 Key 7072 overcurrent relay;  
one (1) SEL 551C0BX533X (551C#0102);  
one (1) ESCO 52CS 2457D;  
three (3) Station Class Surge Arrester ABB Q036SA029ASAA6;  
one (1) miscellaneous;

**Tie (Unit 8)**

one (1) Eaton 380-VCPW-HD 40 2000 38KV, 2000A, 40KA , 150KVBIL, 5 cycle dual trip coils;  
one (1) 2000A Breaker Module for Breaker element;  
one (1) Cycloaliphatic Epoxy Primary Contacts 1200A/2000A for breaker module ;  
one (1) TOC ;  
twelve (12) CT 2000/5 MR, C-200;  
three (3) FT1 Test Switch;  
one (1) SEL 351S-6XHB3f5422 Key 7072 overcurrent relay;  
one (1) ESCO 52CS 2457D;  
one (1) miscellaneous;

**Future (Unit 7, 9)**

One (1) Cubicle with main horizontal bus)  
one (1) miscellaneous;

**SCADA Panel (Unit 24)**

two (2) SEL RTAC Data Processor 3530#9GFJ;  
one (1) SEL 24070000B satellite clock 2407#NJ2B;  
one (1) SEL 9524A Satellite Clock Antenna;  
one (1) SEL 3355#DBF6;  
one (1) SEL91610054 monitor;  
one (1) SEL 91610049 keyboard;

**Communication Panel**

one (1) SEL 2241#JD94;  
two (2) SEL 3530#9GFJ;

## **1 ea. Metal-Clad Switchgear Assembly**

Indoor 15kV, 95kV BIL, 40kA short circuit current, 2000A Lexan insulated copper main bus, consisting of (6) vertical sections approx. 18 ft. L x 8 ft. D in a walk-in enclosure, equipped as follows:

**Unit 16 – “138KV Main” Section**

**Unit 17 – “Auxiliary” Section**

**Unit 18 – “Feeder” Section**

**Unit 19 – “Feeder” Section**

**Unit 20 – “Feeder” Section**

**Unit 21 – “Feeder” Section**

**Unit 22 - “Transformer CPT” Section**

**Unit 23 - “15KV Main” Section**

**Unit 24 – See SCADA Panel above**

### **138KV Main (Unit 16)**

one (1) SEL 311C11HP3F5452 Key 6845;  
one (1) ESCO 24LOR 7805D(86T1, 86T2, 86T3, 86P);  
one (1) ESCO 52CS 2457D;  
six (6) FT-1Test Switch;  
one (1) Miscellaneous;

### **Auxiliary (Unit 17)**

one (1) SEL 351S-6XHB3f5422 Key 7072 overcurrent relay;  
one (1) SEL 24070000B satellite clock 2407#NJ2B;  
two (2) SEL3530#9GFJ;  
one (1) SEL 2241#JD94;  
one (1) Miscellaneous;

### **Feeder Breaker (Unit 18,19,20,21)**

one (1) 150-VCP-W40 1200 40KA, 1200A 5 cycle breaker dual trip;  
one (1) 1200A direct roll on floor cell kit;  
one (1) Mechanism Operated Cell Switch;  
one (1) Truck Operated Cell Switch;  
one (1) Wheel kit;  
three (3) 2000/5MR CT's;  
nine (9) 1200/5MR CT's;  
one (1) SEL 351S-6XHB3f5422 Key 7072 overcurrent relay;  
one (1) ESCO 52CS 2457D;  
three (3) FT-1Test Switch;  
three (3) Q010SA008BSAA6 station class arrester;  
one (1) Miscellaneous;

### **Tfx CPT (Unit 22)**

two (2) SEL 587Z0X325H12XX bus diff relay 587Z#101;  
one (1) SEL 351S-6XHB3f5422 Key 7072 overcurrent relay;  
two (2) ESCO 43R/L 8845DB Tfx LTC Tap Raise/Lower;  
one (1) ESCO 43M/A 9203DD Tfx LTC Manual/Auto;  
one (1) ESCO 52CS 2457D;  
one (1) CPT 8200/120 single phase, 100KVA ;  
one (1) Fuse trunnion with fuse;  
one (1) Secondary Disconnect Molded Case Circuit Breaker;  
three (3) FT-1Test Switch;  
one (1) INCON 1250B LTC;  
one (1) Miscellaneous;

**Main (Unit 23)**

one (1) 150-VCP-W40 2000 40KA, 2000A 5 cycle breaker dual trip;  
one (1) 2000A direct roll on floor cell kit;  
one (1) Mechanism Operated Cell Switch;  
one (1) Truck Operated Cell Switch;  
one (1) Wheel kit;  
one (1) PT Trunnion ;  
three (3) PT 8200/120 ;  
twelve (12) 2000/5MR CT's;  
one (1) SEL 787EX1A1A1A75850630 Tfx Primary relay 787#0201;  
one (1) SEL 387E013X534X41 Tfx Secondary relay ;  
one (1) SEL 351S-6XHB3f5422 Key 7072 overcurrent relay;  
two (2) ESCO 24LOR 7805D(86T1, 86T2, 86T3, 86P);  
one (1) ESCO 52CS 2457D;  
nine (9) FT-1Test Switch;  
three (3) Q010SA008BSAA6 station class arrester;  
one (1) Miscellaneous;

**Accessories**

one (1) Portable Lift Truck 38KV ;  
one (1) Lifting Yoke 38KV;  
one (1) Test Cabinet 38KV;  
one (1) Test jumper 38KV;  
one (1) spare fuses for each type 600V class;  
one (1) 3 spare fuses for each type 15KV fuse;  
six (6) 3 spare LED indicating lights for each color;  
one (1) Portable lifting truck 15KV ;  
five (5) ESCO 43R/L 8845DB Tfx LTC Tap Raise/Lower;  
five (5) GE ET-16 indicating lights - red;  
five (5) GE ET-16 indicating lights - green;  
one (1) 15KV Breaker Lifting Yoke;  
one (1) 15KV Test Cabinet;  
one (1) 15KV Test Jumper;  
one (1) 15KV Remote Racking motor and PB station;  
one (1) Manual Charging Handle for 15KV breakers;  
one (1) Spring Charging Motor for 15KV breakers;

**ITEM 1 Lot Net Price (TOTAL BID):**

**\$2,497,181**

**Comments**

**Specification 16352**

Para. 2.2.A.1 – Powercon constructs the proposed PDC in accordance with IBC specifications. Exception is taken to any state, local or municipal codes that may apply.

Para. 2.2.B.1 – Powercon roof panel construction is detailed in the attached "CONSDTL Model (1).pdf" drawing.

Para. 2.3.B.1 Powercon proposal includes 38KV rated busbar insulation on the 38KV and 15KV gear, exceeding the specification requirements on the 15KV gear. This is accomplished by the

application of LEXAN extruded insulation on the main and riser bus system. Exception is taken to the epoxy insulation specification.

Para. 2.4.D.1.e. ,Powercon quoting 1200A 38KV feeder breakers, not 2000A as specified.

Para. 3.1.A.3 - Exception is taken to travel reimbursement.

Para. 3.2.B.1.b. – Exception is taken to Illinois Department of Labor wage laws. Powercon is a non-union facility and will be compensating employees at the Powercon rate of pay.

Para. 3.2.C.1 – Powercon has provided offloading and reassembly as part of the quoted price. This is based on utilization of a crane with free access to lifting and a 45' radius. Should any site restrictions prohibit the use of this method, an evaluation of the alternate lifting method and cost would be required.

Any orders resulting from this quotation are subject to acceptance by Powercon Corporation at its office in Severn, MD, and are **subject to Powercon Corporation General Terms and Conditions of Sale, copy attached**. Exception is taken to the provided terms and conditions. Powercon would welcome the opportunity to reach mutually agreeable terms should our proposal be of interest to Rochester Municipal Utilities. Thank you for the opportunity to submit our proposal.

Please feel free to contact me if you have any questions.

Sincerely,

John Salzmann  
Strategic Marketing Manager  
Powercon Corporation  
1551 Florida Avenue  
Severn, MD 21144  
(443) 603-3739  
[j.salzmann@powerconcorp.com](mailto:j.salzmann@powerconcorp.com)  
[www.powerconcorp.com](http://www.powerconcorp.com)

CC: Annette Mason – Delstar  
CC: Matt Gagala – MC Sales



## GENERAL TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sales set forth herein, and Supplements which may be attached hereto constitute the full and final expressions of the contract for equipment or services as described in the quotation (hereinafter referred to as Equipment) between Powercon Corporation (hereinafter referred to as Seller) and the Buyer and supersedes all prior quotations, purchase orders, correspondence or communications where written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order or other acceptance Buyer shall be bound by these Terms and Conditions of Sales when it returns its purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Equipment.

### **ACCEPTANCE OF THE CONTRACT IS EXPRESSLY LIMITED TO ACCEPTANCE OF THE TERMS AND CONDITIONS OF SALES STATED HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER**

No contract shall exist except as herein provided. No statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an officer or other authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used herein, the definition contained in the Code shall apply.

#### **1. Orders**

All orders are subject to acceptance by an authorized representative at Corporate Headquarters, Severn, Maryland.

#### **2. Warranty**

Powercon warrants that the equipment delivered by it will be of the kind and quality described in the order or contract and will be free of defects in workmanship and material. Should any failure to conform to this warranty appear within one year after date of shipment, Powercon shall, upon prompt notification thereof and substantiation that the equipment has been stored, installed, operated and maintained in accordance with Powercon recommendations and standard industry practice, correct such nonconformities, at its option, either by repairing any defective part or parts or by supplying a repaired or replacement part or parts F.O.B. factory. However, if Powercon has installed the equipment or furnished field services with respect to its installation, and provided such installation has not been delayed by the

Buyer, said one year shall run from the completion of the installation. The total warranty period shall not exceed 18 months from the date of shipment in any case.

In no event shall Powercon 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 Powercon to perform its warranty obligations, or transportation costs to and from the Powercon factory or repair facility. The conditions of any tests shall be mutually agreed upon and Powercon shall be notified of, and may be present at, all tests that may be made.

### **THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.**

The remedies provided above are the Buyer's sole remedies for any failure of Powercon 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 of Powercon whether the claims of the Buyer are based in contract, in tort (including negligence) or other wise with respect to or arising out of the equipment furnished hereunder.

#### **3. Patents**

(a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller shall defend, or may settle, at its expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose specified for said product or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Sellers for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or parts specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any

such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

#### **4. Limitations of Liability and Indemnities**

(a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, indirect, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfer title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided under section entitled, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise shall Seller's liability to Buyer for any loss or damage, arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Section entitled, "Warranty".

(d) If Seller furnishes Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

#### **5. Penalty or Liquidated Damages**

Contracts which include Penalty or Liquidated Damage clauses for failure to meet shipping promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an officer of Powercon at its headquarters office.

#### **6. Disclosure of Information**

Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing signed by a duly authorized representative of Seller.

#### **7. Taxes**

In addition to any price specified herein, Buyer shall direct pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

#### **8. Modification, Cancellation, or Deferment by Buyer**

Orders or purchase contracts may be modified or canceled, and scheduled shipments may be deferred, only upon Buyer's prior written notice and upon confirmation by Seller's revised acknowledgment and upon terms, satisfactory to Seller, which compensate Seller for all damages suffered by reason of such modification, cancellation, or deferment. Any modification, cancellation, or deferment hereunder shall become effective no earlier than 15 days after receipt of such notice. For assembled equipment the cancellation charges will be based on a percentage of the Contract Price in the following percentages upon completion of the associated milestones: 15% upon the transmittal of drawings for approval; 50% upon approval and release for manufacture by the Buyer; 75% upon the start of final assembly; 100% upon the start of factory final Test and QC. Deferment beyond 18 months from the date of the Purchase Order will subject the order to escalation in the order of 1% per month.

#### **9. Drawing Approval**

Drawing approval assures the Buyer that Powercon has designed the product as described and detailed in the Buyer's specification and Seller's quotation. If at drawing approval, Powercon has failed to design the product in line with the agreed upon Buyer's specification and quotation, Powercon will make the appropriate changes at no charge to Buyer. Where Buyer's specifications are not definitive, Powercon will provide a detailed quotation of its understanding of the buyer's requirements and reserves the right to design the product in line with, in Powercon's judgement, their detailed quotation and good commercial practice. If at drawing approval, the Buyer makes changes outside of the design as covered in his specifications and Powercon's quotation, Powercon will then be reimbursed reasonable charges and allowed a commensurate delay in shipping date based on the changes involved.

#### **10. Compliance With Nuclear Regulations**

Seller's equipment is sold as Commercial Grade equipment not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes, under 10CFR21, unless otherwise specified in writing by an authorized representative of Seller at the plant of manufacture or by a Division Product Marketing Representative.

#### **11. Delivery, Title and Risk of Loss**

Delivery dates are approximate, subject to prior sale, and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B., point of shipment to Buyer. When equipment is placed in storage at Buyer's request, title and risk of loss will transfer at time of shipment from the factory and Buyer agrees to honor an invoice dated from the time the equipment is completed and prepared for storage.

#### **12. Excusable Delays**

Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike, or other Labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services, or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

#### **13. Payments and Financial Condition**

Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without offset as shipments are made. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products by Buyer shall constitute a representation that Buyer is solvent. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency, or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under

the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

#### **14. Terms of Payment**

Standard terms are net within 30 days from date of invoice. Standard terms of payment for U. S. Government purchases for delivery within the continental United States are payment upon receipt of invoice.

#### **15. Accelerated or Delayed Payments**

There will be no reduction in price for payments more favorable to Powercon than the standard terms.

If payments are not made in conformance with the standard terms, the quoted price shall, without prejudice to the right of Powercon to immediate payment, be increased by an amount equal to the lesser of 1-1/2 percent per month or fraction thereof on the unpaid balance or the highest legal rate.

#### **16. Prices**

All published prices and discounts are subject to change without notice. Written quotations expire thirty (30) calendar days from the date of quotation unless withdrawn sooner. Verbal quotations expire twenty four (24) hours after they are made. Seller assumes no liability for import duties or other taxes imposed by any foreign country.

#### **17. Minimum Billing**

Orders amounting to less than \$500.00 net sell will be billed at \$500.00.

#### **18. Shipment and Risk of Loss**

All shipments are F.O.B. the place of shipment. Risk of loss or damage to the Equipment shall pass to Buyer at the F.O.B. point unless the Seller specifically, in writing, agrees otherwise.

#### **19. Packaging**

Seller's price includes the cost of standard packaging for shipment in the United States (except Alaska or Hawaii) or to the nearest border location within the United States for shipments to the Dominion of Canada. Additional charges may be imposed for special domestic or overseas packaging or special marking performed at Buyer's request and agreed to by Seller. The cost of such items are determinable only upon completion, and will appear as a separate item on Seller's invoice.

## 20. Returns

### (a) Authorizations and Conditions

Authorization for return of any equipment, including warranty items, must be obtained from Powercon Corporation in the form of written return authorization papers. Equipment not so identified will be returned to the Buyer at Buyer's expense. Return of Equipment for credit will be authorized by Seller and delivery accepted only if the following conditions are met or the exceptions of paragraphs (b) and (c) apply:

Equipment is unused, undamaged, of current design and has been invoiced by Seller, to the Buyer requesting the return, not more than one year prior to the date of return, or the product date code must indicate that it has been less than 2 years since the date of manufacture.

All returns must be received at the appropriate factory within 45 days of the date of the authorization.

### (b) Warranty of Seller's Error

Full credit will be issued for all returned material, authorized in advance, which has been accepted under warranty or returned as a result of Seller shipping incorrect material or quantities. In the case of the Seller's error, return must be requested within 30 days of the date of the invoice covering the original shipment. Credit will be issued on return of material with transportation charges paid by the Buyer.

### (c) Repair of Material

Return of equipment for repair may be authorized by Seller. Arrangements for such return must be made prior to the actual return to determine repairability, procedures, and pricing.

## 21. Weights and Dimensions

Published weights are actual or are careful estimates, but are not guaranteed. The dimensions in catalogs are normally accurate but are not to be used for construction.

## 22. Waiver

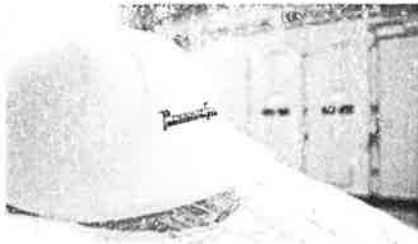
The failure of Seller to insist, in any one or more instances, upon the performance of any of the terms or conditions of this contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right thereunder and shall not affect the Seller's right to insist on strict performance and compliance with regard to any unexcused portions of this contract or future performance of these terms and conditions.

## 23. Venue for Legal Action

These Terms and Conditions of Sale shall be governed and construed in accordance with the Laws of the State of

Maryland. Venue for any legal action shall lie exclusively in the appropriate State or Federal Courts in and for the State of Maryland. All Legal fees shall be paid by the losing Party. All UN or International Laws or conventions are specifically excluded from any interpretation or application of these Terms and Conditions of Sale.

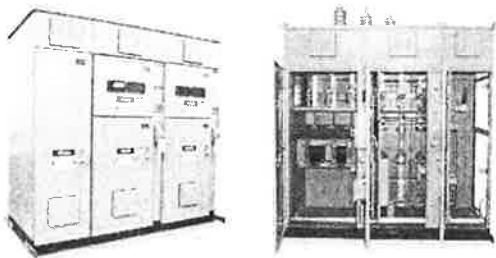
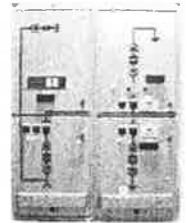
(Revised 4/26/18)



## Powercon Products

### Metal-Clad Switchgear 2400V through 38kV

- Indoor
- Outdoor Non Walk-In
- Sheltered Aisle

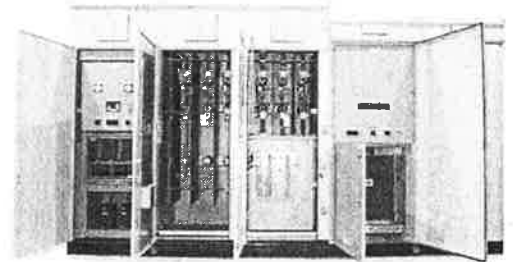


### Metal-Enclosed Interrupter Switchgear 2400V through 38kV

- Indoor
- Outdoor Non Walk-In

### Metal-Clad/Metal Enclosed Hybrid Switchgear 2400V through 38kV

- Indoor
- Outdoor Non Walk-In



### Power Control Complex

- Climate Controlled Walk-In Assemblies with Switchgear
- Climate Controlled Relay Buildings



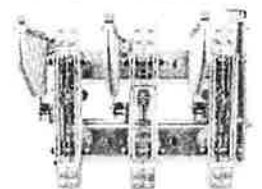
### Relaying/Monitoring Panels

### Metal-Enclosed Segregated / Non Segregated Phase Bus Duct 2400V through 38kV, up to 5000A

### Vertical Lift Vacuum Replacement Magne-Blast Circuit Breakers

### PIF (Powercon Interrupter Frame) Loose Switches 2400V through 38kV

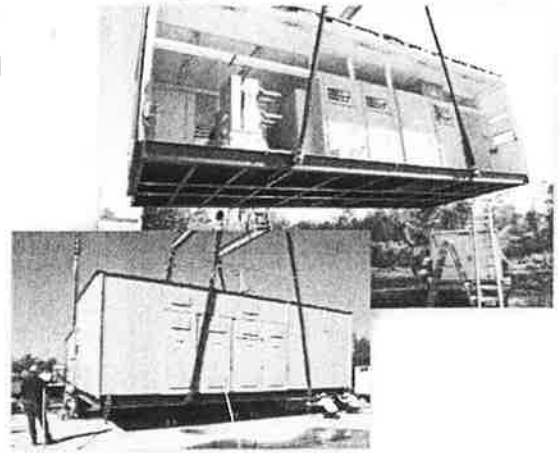
### Torque-Lok Isolation Switches 2400V through 38kV, up to 5000A



## Powercon Services

Powercon supports its products, on a world-wide basis, by a staff of field service engineers that are available to provide:

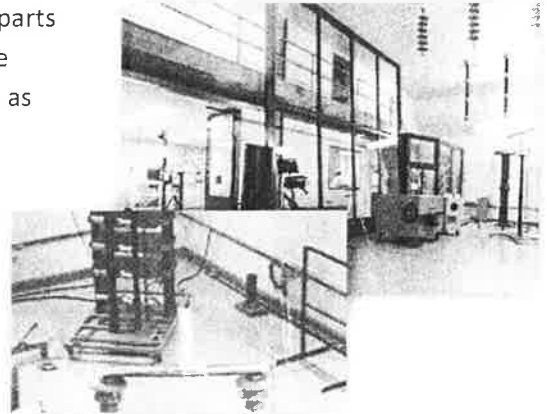
- Equipment Installation and Start-up
- Instruction on Preventive and Routine Maintenance Procedures
- Diagnostic testing for insulation deterioration
- In-Warranty Services
- Emergency Services
- Field Service Engineering



## Powercon Test Laboratory

Powercon is a vertically integrated manufacturer, producing many of the parts used in the manufacture of the switchgear assembly. The Medium Voltage Test Laboratory allows Powercon to design test switchgear configurations as required by IEEE standards, utilizing in house capability to produce better equipment in a more efficient manner. Tests available include:

- Medium Voltage Current Thermal Testing up to 34.5KV
- Momentary Current Testing up to 50KA for 10 cycles
- Short Circuit Testing up to 38KA for 2 seconds
- Dielectric Testing
- Mechanical Stress Testing



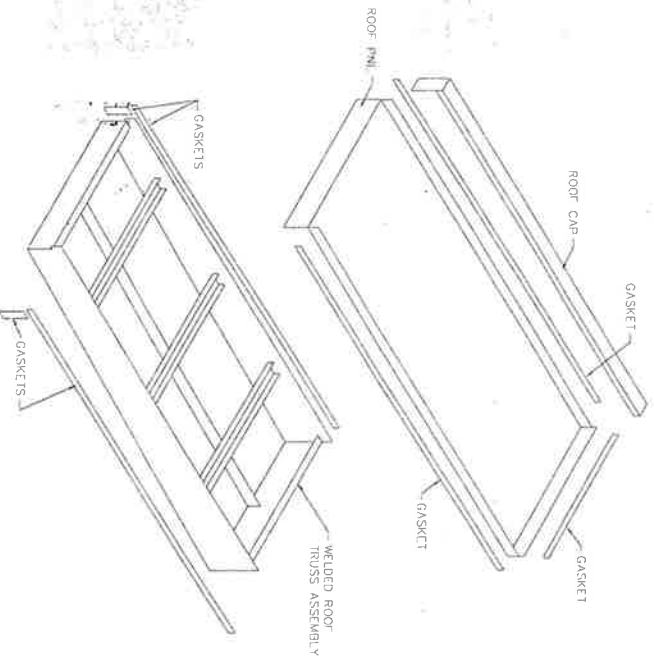
## About Powercon

Founded in 1959 and headed by a licensed professional electrical engineer, Powercon is staffed by a highly skilled engineering and manufacturing team. Powercon is known for its quality and ability to produce customized switchgear and control systems to meet specific customer requirements. Our products are in service in the utility, industrial, institutional and commercial markets worldwide.

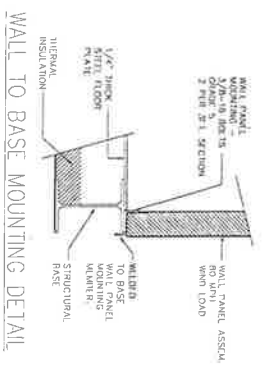
With its closely coordinated engineering and manufacturing team and efficient production control processes, Powercon minimizes production cycle time, offering the customer quicker deliveries and flexibility in project scheduling. Powercon produces all steel structures and weldments in house. The equipment is completely assembled and tested in house. Subcontracting is primarily limited to the purchasing of components. As an independent switchgear manufacturer, Powercon is able to provide a mix of breakers and relays of the customers choice.

Powercon's representative in your area:

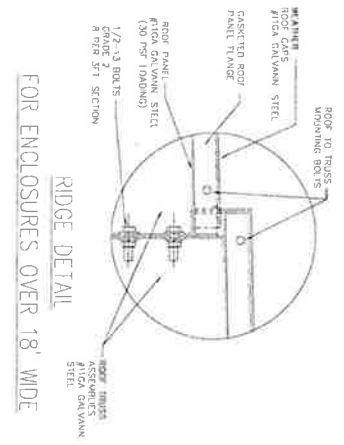




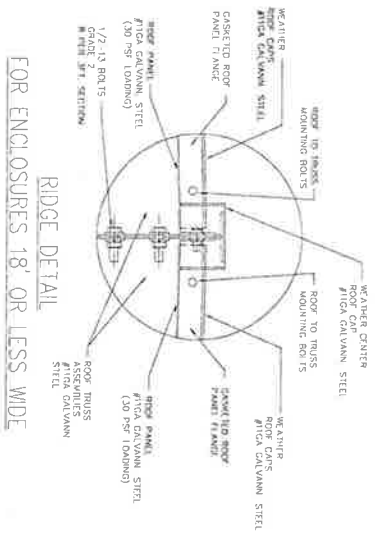
TYPICAL ROOF & TRUSS ASSEMBLY  
EXPLODED VIEW



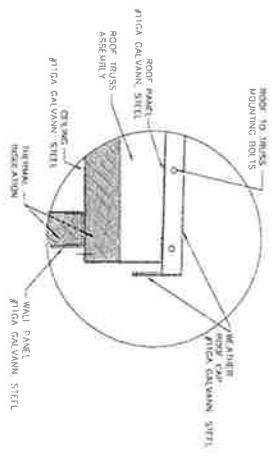
WALL TO BASE MOUNTING DETAIL



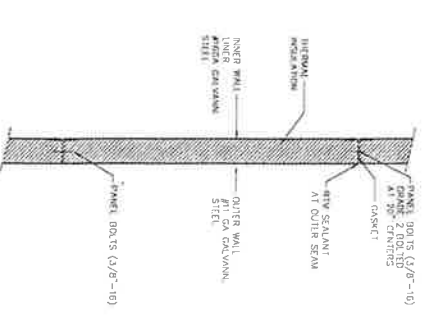
FOR ENCLOSURES OVER 18' WIDE  
RIDGE DETAIL



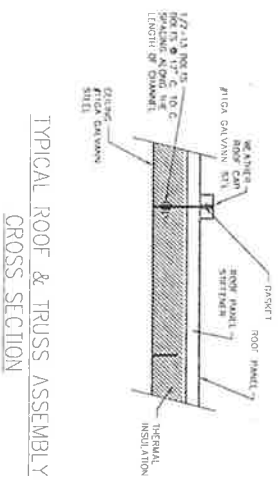
FOR ENCLOSURES 18' OR LESS WIDE  
RIDGE DETAIL



ROOF & TRUSS ASSEMBLY TO WALL  
CONNECTION DETAIL



TYPICAL WALL PLAN SECTION



TYPICAL ROOF & TRUSS ASSEMBLY  
CROSS SECTION

**Percepsys Corp.**  
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 TITLE: TYPICAL CONSTRUCTION DETAILS FOR  
 OUTDOOR INSULATED PANEL CONCRETE CONCRETE  
 DRAWING NO.:  
 LOCATION:  
 CONSTRUCTION REF. DWG.